



Agenda
Meeting of the Municipal Council
Wednesday, August 9, 2023
REGULAR MEETING 6:00 PM

I. Executive Session - 4:00 p.m.

2023-398 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. Project Labor Agreements
2. 512-514 Summerfield Avenue

B. Litigation

1. JLD Investment Group, LLC v. City of Asbury Park; City of Asbury Park Planning Board
2. Mount Laurel Declaratory Lawsuit- Update

C. Attorney-Client Privilege

II. Workshop Session - 6:00 p.m.

Call to Order/Roll Call

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 3, 2023, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Proclamations

1. Proclamations Recognizing Asbury Park Beach Lifeguards

Special Event Applications:

Items to be Presented:

Matters from City Council
Matters from City Manager
Matters from City Attorney

III. **Regular Meeting**

A. Public Participation

B. Minutes

- Municipal Council- Executive Meeting July 26, 2023 4:00 PM
- Municipal Council - Regular Meeting - Jul 26, 2023 6:00 PM

C. Consent Agenda Resolutions

All matters listed on the Consent Agenda are presented collectively to the City Council, and will be considered for approval with one vote. These matters are considered to be routine in nature, and there will be no individual discussion of these items. If discussion is desired by one or more Council member(s) as to any particular item(s), then said item(s) shall be removed from the Consent Agenda and considered separately.

2023-399 Resolution Approving Special Event Applications

2023-400 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2023 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - UEZ Micro-Business Lease Assistance Fund

2023-401 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2023 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - DOT Transportation Center, Cookman Ave. Lake Ave. and Springwood Ave. Bike Racks and Locks

D. Individual Resolutions

2023-402 Resolution Approving Payment of Bills

2023-403 Resolution Authorizing the Purchase a New Hood Assembly Needed for DPW Garbage Truck #9

2023-404 Resolution Authorizing the Purchase and Installation of Two Automated License Plate Reader (ALPR) for the Police Department

2023-405 Resolution Awarding a Contract to G.M.H. Associates for Thickener Mechanism and Drive Units Needed at the Wastewater Treatment Plant

2023-406 Resolution Awarding a Bid for Roadway Improvements Program

2023-407 Resolution for Third and Final Renewal of a Contract with the State of New Jersey for the Use of the Bangs Avenue Garage

2023-408 Supplemental Resolution Authorizing The Issuance Of One Or More Series Of Additional Non-Recourse Redevelopment Area Bonds Of The City Of Asbury Park In An Aggregate Principal Amount Not To Exceed \$4,500,000 (Block 4002 Additional Infrastructure Project) In Connection With A Project Being Undertaken In The City By Asbury Partners, LLC And As A Portion Of Non-Recourse Redevelopment Area Bonds Of The City

E. Adjournment

**RESOLUTION NO. 2023-398****RESOLUTION AUTHORIZING A MEETING WHICH EXCLUDES THE PUBLIC**

BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that this body will hold a meeting on August 9, 2023 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

The general nature of the subject or subjects to be discussed are as follows:

A. Contract Negotiations:

1. Project Labor Agreements
2. 512-514 Summerfield Avenue

B. Litigation:

1. JLD Investment Group, LLC v. City of Asbury Park; City of Asbury Park Planning Board
2. Mount Laurel Declaratory Lawsuit- Update

C. Attorney-Client Privilege:

The public is excluded from said meeting, and further notice is dispensed with, all in accordance with section 8 and 4a of the Open Public Meetings Act.

LISA ESPOSITO
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, July 26, 2023
REGULAR MEETING

Executive Session - 4:00 p.m.

2023-375 Resolution Authorizing a meeting which excludes the public

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

Attendee Name	Title	Status	Arrived
Angela Ahbez-Anderson	Councilmember	Present	
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Donna Vieiro	City Manager	Absent	
Frederick Raffetto	City Attorney	Present	
Lisa Esposito	City Clerk	Present	
Anthony Cucci	Deputy City Clerk	Absent	
Kevin Keddy	Acting City Manager	Present	

City Clerk Lisa Esposito called the meeting to order at 6:05 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS:

Mayor Moor presented special events applications to Mayor and Council.

Minutes Acceptance: Minutes of Jul 26, 2023 6:00 PM (Minutes)

ITEMS TO BE PRESENTED:

1. Presentation by Memorial Avenue Holdings Urban Renewal Company LLC for proposed redevelopment of 2-12 Memorial Drive, 900-906 Springwood Drive (Block 705, Lots 1-4)

Attorney Andy Karas, and Land Use Attorney, Kevin Kennedy presented a redevelopment proposal for property located at 900-906 Springwood Drive.

Matters from City Council

Council member Ahbez-Anderson had no matters at this time.

Council member Chapman stated, Yvonne Clayton and I will be doing coffee with the council person at Booskerdoo on August 10th at 10:00 AM. Come on out and share your concerns and thoughts regarding the city and we would be happy to buy you a cup of coffee for coming. I would also like to make people aware of the Asbury Park Arts Council AP3 film challenge. They did this last year and it was really a lot of fun. There's some criteria where people get to make a three minute video. Those chosen then show their films at The House of Independence and get to talk about it, and it's a really cool initiative.

Council member Clayton stated, Tuesday night, August 1st, is National Night Out so come out to City Hall parking lot, which will be closed. There will be music, games, the police department will be giving away bicycles and the event is from 5:00 PM to 8:00 PM. Please come out for National Night Out.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, Tomorrow night, July 27th, at the Springwood Avenue Park from 6:00 PM to 8:00 PM, The Mayor's Wellness committee will be giving community health tips, music by River Bay, Zumba by Donna Morgan. Exercise the mind and move the body. Tomorrow night, from 6:00 PM to 8:00 PM, Springwood Avenue Park, Nina Summerlin and Mayor's Wellness if you can make it please make it.

Matters from City Manager

Acting City Manager, Kevin Keddy had no matters at this time.

Matters from City Attorney

City Attorney, Frederick Raffetto had no matters at this time.

PUBLIC PARTICIPATION

A motion was made by Council member Chapman and seconded by Council member Ahbez-Anderson to open the meeting to the public. All were in favor. The following members of the public spoke: Grace Rotundo and Shonna Famularo made comments regarding stones in front of residential

homes; Beth McCarthy made a comment about Asbury Fresh Market in Library Square Park; Rita Marano made a comment about Asbury Fresh Market, PILOTS, and tax abatements. A motion to close the meeting to the public was made by Mayor Moor and seconded by Council member Clayton. All were in favor.

MINUTES

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

1. Municipal Council- Executive Meeting July 12, 2023 4:00 PM
2. Municipal Council - Regular Meeting - Jul 12, 2023 6:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

Council member Ahbez-Anderson abstained from Resolution 2023-379.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

- 2023-376 Resolution Approving Special Event Applications
- 2023-377 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2023 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Stormwater Assistance Grant
- 2023-378 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2023 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Justice Assistance Grant
- 2023-379 Resolution Authorizing Appointments to the “Asbury Park TV Cable Advisory Committee”
- 2023-380 Resolution Authorizing an Appointment to the Mayor's Wellness Committee
- 2023-381 Resolution Authorizing Appointments to the Planning Board

INDIVIDUAL RESOLUTIONS

- 2023-382 Resolution Approving Payment of Bills

RESULT:	ADOPTED [4 TO 1]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, Amy Quinn
NAYS:	John Moor

2023-383 Resolution Authorizing Payment to Burke Contracting, LLC for Service and Repairs to a Collapsed Sewer Line

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2023-384 Resolution Awarding Bid for Fire Apparatus Maintenance and Repairs

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2023-385 Resolution Approving Change Order 5 for Memorial Drive Improvements Project

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2023-387 Resolution Authorizing and Approving the Submittal of a Grant Application and Execute a Grant Contract with the New Jersey Department of Transportation for Third and Fourth Avenue Roadway Improvements Project

RESULT:	ADOPTED [4 TO 1]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, Amy Quinn
NAYS:	John Moor

2023-388 Resolution of The City Of Asbury Park Releasing The Performance Bond For 1101 Ocean Avenue (Block 4001, Lot 1)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2023-389 Resolution of the Mayor and City Council of The City of Asbury Park to enter into a Professional Services Agreement with Public Resources Advisory Group for the Provision of RAB Administration

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

- 2023-390 Resolution of the Mayor and City Council of The City of Asbury Park to enter into a Professional Services Agreement with Public Resources Advisory Group for the Provision of RAB Administration

RESULT:	ADOPTED [4 TO 1]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
NAYS:	Amy Quinn

- 2023-391 Amendment of a Contract with Seagrave Fire Apparatus , LLC for the Purchase of a New Fire Truck for the Fire Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

- 2023-392 Resolution of Support Authorizing a New Jersey Department of Transportation Safe Streets to Transit Grant Application and Execute a Grant Contract

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
ABSENT:	Amy Quinn

- 2023-393 Resolution Authorizing The Use Of Funds Designated For The City Of Asbury Park From The Fiscal Year 2023 Asbury Park Urban Enterprise Zone Fund For The Asbury Park 2023 – UEZ Police Patrols

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
ABSENT:	Amy Quinn

- 2023-394 Resolution Authorizing The Use Of Funds Designated For The City Of Asbury Park From The Fiscal Year 2023 Asbury Park Urban Enterprise Zone Fund For The Asbury Park UEZ Business Development Director – FY '23

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
ABSENT:	Amy Quinn

- 2023-395 Resolution of The Mayor and City Council of Asbury Park Authorizing The City of Asbury Park To Enter Into A Subsequent Developer Agreement With Asbury Partners, LLC and PHM Sunset Square, LLC Regarding Residential Development On Block 4205, Lots 2 And 3 And Referring The Matter To The Planning Board For Appropriate Approvals

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2023-396 Resolution In Opposition To The Enactment Of Proposed Bill H.R. 3557, Known As The “American Broadband Deployment Act Of 2023.”

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2023-397 Resolution Authorizing The Imposition Of A Municipal Lien On The Property Located At 1117 Sunset Avenue (Block 2301, Lot 11) Regarding Demolition And Related Costs

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 6:43 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Chapman. Meeting adjourned at 6:43 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk

Minutes Acceptance: Minutes of Jul 26, 2023 6:00 PM (Minutes)



RESOLUTION NO. 2023-399

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION APPROVING SPECIAL EVENT APPLICATIONS

WHEREAS, at work session meeting of the Mayor and Council held on August 9, 2023 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Heck Street Block Party
2. Solace Sunrise Walk
3. AP Zombie Walk
4. Dia de los Muertos
5. Associated Humane Societies' Bark Bash
6. Health and Wellness Beach Day Retreat for Educators
7. Wedding- 10/21/23

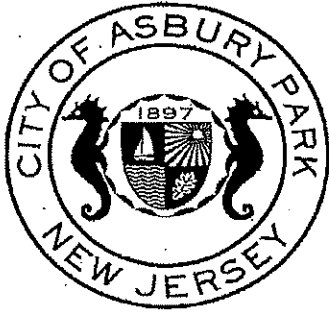
WHEREAS, the Mayor and Council have determined to approve said applications, so long as all requirements of the City's "Special Events" Ordinance (Section 4-10 of the City Code) have been satisfied by the respective applicants, as well as any other requirements imposed by the City's Police Department and/or Special events Committee.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, that all the above referenced Special Events Applications are hereby approved, so long as all requirements of the City's "Special Events" Ordinance (Section 4-10 of the City Code) have been satisfied by the respective applicants, as well as any other requirements imposed by the City's Police Department and/or Special events Committee.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-399 which was finally adopted by the City Council at a meeting held on the 9th day of August, 2023

CERTIFIED BY ME THIS 10th DAY OF August, 2023.

LISA ESPOSITO
CITY CLERK

Date Application Received: 7/24/2023

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2021-6 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: Leesha.floyd@cityofasburypark.com (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- Applications must be formally approved by the City Council after initial approval from the Special Events Committee.
- A refundable \$500.00 deposit may be required in connection with events held on City property in case of damage.
- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) its officers, employees, contractors, agents and representatives harmless from and against any and all liability. Minimum liability coverage of one million dollars (for some events more coverage will be required) must be provided 10 days prior to event. The applicant name/organization on insurance must match the applicant name/organization completing the application.

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: 9/30/2023 Rain Date: None

Time of Event: 6pm to 12pm Setup time: 5pm Break-down time: 12pm

Name of Event: Heck Street Block Party

Location of Event: Heck Street between 1st and 2nd ave

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|---|
| ☐ Festival | ☐ Parade | ☐ Foot Race |
| ☐ Wedding* | ☐ Beach Event | ☐ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/Demonstration | ☐ Swim Event | ☒ Other: <u>Block Party</u> |

*Wedding applicants only need to complete page 6.



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: October 1, 2023 Rain Date: N/A

Time of Event: 6:30 am to 8:30 am Setup time: 5:30 am Break-down time: 8:30 am

Name of Event: Solace Sunrise Walk Asbury Park

Location of Event: Asbury Park Board Walk

Type of Event (check all that apply):

- | | | |
|---|--------------------------------------|---|
| ☐ Festival | ☐ Parade | ☐ Foot Race |
| ☐ Wedding* | ☐ Beach Event | ☐ Concert |
| ☐ Bike Ride/ Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/ Demonstration | ☐ Swim Event | ☐ Other: <u>Walk</u> |

* Wedding applicants only need to complete page 6.

Attachment: cm 89 upated (2023-399 : Special Event Applications)



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: October 7, 2023Rain Date: N/ATime of Event: 11:00am to 8:00pmSetup time: 10:00amBreak-down time: N/AName of Event: ASBURY PARK ZOMBIE WALKLocation of Event: BEGINS ON BOARDWALK - ENDS AT MATTISON & MAIN

Type of Event (check all that apply):

☐ Festival☒ Parade☐ Foot Race☐ Wedding*☐ Beach Event☐ Concert☐ Bike Ride/Race☐ Triathlon☐ Multi Day Event☐ Rally/Demonstration☐ Swim Event☐ Other: _____

*Wedding applicants only need to complete page 6.



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: 11/4/2023 Rain Date: TBD

Time of Event: 4pm to 7pm Setup time: 2pm Break-down time: 8pm

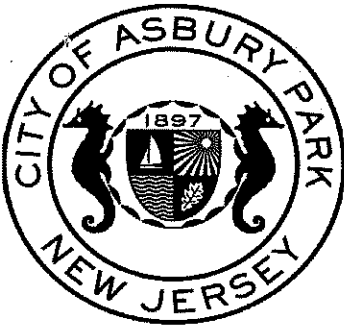
Name of Event: Dia de los Muertos Asbury Park

Location of Event: Boardwalk

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|--|
| ☐ Festival | ☐ Parade | ☐ Foot Race |
| ☐ Wedding* | ☐ Beach Event | ☐ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/Demonstration | ☐ Swim Event | ☒ Other: _____ |

*Wedding applicants only need to complete page 6.



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: _____ October 28th, 2023 _____ Rain Date: _____ October 29th, 2023 _____

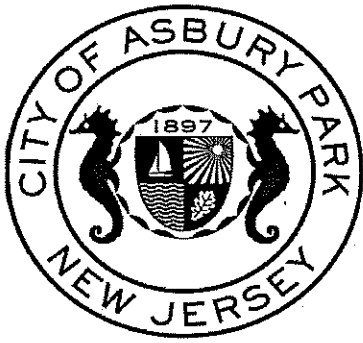
Time of Event: _____ 10AM _____ to _____ 3pm _____ Setup time: _____ 7AM _____ Break-down time: _____ 3PM _____

Name of Event: _____ Associated Humane Societies' Bark Bash _____

Location of Event: _____ Bradley Park & Boardwalk _____

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|--|
| ☐ Festival | ☐ Parade | ☐ Foot Race |
| ☐ Wedding* | ☐ Beach Event | ☐ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/Demonstration | ☐ Swim Event | ☐ Other: _____ |



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK
SPECIAL EVENT APPLICATION FORM

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- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) its officers, employees, contractors, agents and representatives harmless from and against any and all liability. Minimum liability coverage of one million dollars (for some events more coverage will be required) must be provided 10 days prior to event. The applicant name/organization on insurance must match the applicant name/organization completing the application.

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: 8-26-23 Rain Date: 8-27-23

Time of Event: 10am to 4pm Setup time: 7am Break-down time: 4:30pm

Name of Event: HEALTH AND WELLNESS BEACH DAY RETREAT DAY FOR EDUCATORS

Location of Event: NORTH BEACH 8th AVENUE

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|---|
| ☐ Festival | ☐ Parade | ☐ Foot Race |
| ☐ Wedding* | ☐ Beach Event | ☐ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/Demonstration | ☐ Swim Event | ☒ Other: <u>EDUCATORS RETREAT</u> |

*Wedding applicants only need to complete page 6.

Attachment: cm 89 upated (2023-399 : Special Event Applications)



Wedding Ceremony Application

Park/Beach Rental Fee (nonrefundable): \$500.00 (for up to 3 hours of use) \$700.00 (for 3-8 hours of use)
Make checks payable to "The City of Asbury Park" 1 Municipal Plaza AP, NJ 07712 Attn: Leesha Floyd

Between Memorial Day and Labor Day, 6pm is the earliest ceremonies can begin on any beach.

- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) as an additionally insured in the amount of one million dollars. (If you are a homeowner, some insurance companies will allow you to add a one day rider to your home insurance policy or a one day policy can be purchased from any insurance company. Insurance policies must be provided 10 day prior to the ceremony)
- Alcohol is prohibited on City beaches
- Firework displays are prohibited w/o pre-approval from the City & proper documentation being provided to the City
- Applications and fees must be received by the Special Events Department 30 days prior to your event

Wedding Date: 10/21/23 Ceremony start time: 11:30am End time: 12 pm
Setup time: 10am (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)
Location of Ceremony: 5th Avenue Beach

☐ YES ☒ NO Will reserved parking spaces be requested? If so, how many spaces _____
where _____. Please visit www.cityofasburypark.com to purchase parking spaces (waterfront spaces cannot be reserved between Memorial Day & Labor Day)

Applicant 1- Name & Address: Keith Gudberg + Amy Bienstock

Contact #: _____ Email Address: _____

Applicant 2- Name & Address: Alyssa Zygmunt

Contact #: _____ Email Address: azygmunt@mcloones

☒ # of people in wedding party: 8 ☒ # of people attending wedding: 175

Will any of the following items be used (check all that apply):

- ☐ Pa system
☐ Archway

- ☒ Chairs
☐ Canopy/tent (if larger than 30x30, a permit is required)

☐ Other structures:

I understand and agree by applying for this permit I am responsible for the conduct of attendees, and that any violation of the rules can result in the immediate termination of your event. I also understand that I am responsible for the cleanup of the area where my event is held and that no cooking or alcohol are allowed on the beach. If it becomes necessary for the City to care for the area, I am liable for all costs incurred. Lastly I understand all fees are non-refundable.

Amy
Signature of Applicant 1 or 2

11/7/23
Date

Attachment: cm 89 upated (2023-399 : Special Event Applications)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 9, 2023
RESOLUTION SUMMARY

2023-400

Grant for UEZ Micro Business Lease Assistance Fund



RESOLUTION NO. 2023-400

**City of Asbury Park
County of Monmouth
State of New Jersey**

**RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH,
STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF SPECIAL ITEMS
OF REVENUE IN THE 2023 BUDGET OF THE CITY OF ASBURY PARK PURSUANT
TO N.J.S.A. 40A:4-87 (CHAPTER 159) - UEZ MICRO-BUSINESS LEASE ASSISTANCE
FUND**

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for an equal amount.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$131,652. Which is now available from the UEZ Authority for Micro-Business Lease Assistance.

BE IT FURTHER RESOLVED, that a like sum of \$131,652 is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

UEZ Micro-Business Lease Assistance

BE IT FURTHER RESOLVED, by the Mayor and City Council of the City of Asbury Park, that the City Clerk be and is hereby authorized to file said resolution in duplicate with the Director of the Division of Local Government Services and to provide a certified copy of this resolution to the City's Chief Financial Officer and City Auditor.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-400 which was finally adopted by the City Council at a meeting held on the 9th day of August, 2023

CERTIFIED BY ME THIS 10th DAY OF August, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 9, 2023
RESOLUTION SUMMARY

2023-401

Grant for DOT Transportation Center, Cookman Ave. Lake Ave. and Springwood Ave. Bike Racks and Locks



RESOLUTION NO. 2023-401

**City of Asbury Park
County of Monmouth
State of New Jersey**

**RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH,
STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF SPECIAL ITEMS
OF REVENUE IN THE 2023 BUDGET OF THE CITY OF ASBURY PARK PURSUANT
TO N.J.S.A. 40A:4-87 (CHAPTER 159) - DOT TRANSPORTATION CENTER,
COOKMAN AVE. LAKE AVE. AND SPRINGWOOD AVE. BIKE RACKS AND LOCKS**

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for an equal amount.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$53,000. Which is now available from the DOT Transportation Center, Cookman Ave. Lake Ave. and Springwood Ave. Bike Racks and Locks.

BE IT FURTHER RESOLVED, that a like sum of \$53,000.00 is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

DOT Transportation Center, Cookman Ave. Lake Ave. and Springwood Ave.

Bike Racks and Locks

BE IT FURTHER RESOLVED, by the Mayor and City Council of the City of Asbury Park, that the City Clerk be and is hereby authorized to file said resolution in duplicate with the Director of the Division of Local Government Services and to provide a certified copy of this resolution to the City's Chief Financial Officer and City Auditor.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-401 which was finally adopted by the City Council at a meeting held on the 9th day of August, 2023

CERTIFIED BY ME THIS 10th DAY OF August, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 9, 2023
RESOLUTION SUMMARY

2023-402

Resolution authorizing the payment of bills in the amount of \$1,331,050.57



RESOLUTION NO. 2023-402

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION APPROVING PAYMENT OF BILLS

WHEREAS, the following listed vouchers payable have been approved by the Chief Financial Officer and have subsequently been audited and found correct:

BE IT RESOLVED, that these vouchers payable totaling \$1,331,050.57

BE IT FURTHER RESOLVED, that proper officers are hereby authorized to execute and issue warrants for payment of said vouchers, but only if and when the conditions of the City Treasury shall permit.

CURRENT VOUCHERS	\$ <u>1,331,050.57</u>
TOTAL VOUCHERS	\$ <u>1,331,050.57</u>

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-402 which was finally adopted by the City Council at a meeting held on the 9th day of August, 2023

CERTIFIED BY ME THIS DAY OF , .

LISA ESPOSITO
CITY CLERK

August 2, 2023
08:52 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 1

P.O. Type: All Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: N
Format: Condensed Held: N Aprv: N Rcvd: Y
Range: 2-First to 3-Last Bid: Y State: Y Other: Y Exempt: Y
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/23 Include Non-Budgeted: Y
Vendors: All
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
----------------	-------------	---------	------------------	--------	-------------	---------

Fund: SEWER UTILITY: BUDGET:
Department: UTILITY OE
Extd: SEWER UTILITY O/E: OTHER EXPENSES:

2-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
TMASSO	T & M ASSOCIATES	22-00453	WWTP GAS GENERATOR SERVICES	157.00	0.00	B
BURCONT	BURKE CONTRACTING, LLC	23-02222	INV #21194 BANGS & COMSTOCK	9,735.00	0.00	
				<u>9,892.00</u>		

2-07-55-502-000-234	SEWER UTILITY O/E: ARP Funds					
TMASSO	T & M ASSOCIATES	22-00452	MEMORIAL DR SEWER REPLACEMENT	911.77	0.00	B
TMASSO	T & M ASSOCIATES	22-02631	LSRP SERVICES SEWER PLANT UST	4,139.25	0.00	B
				<u>5,051.02</u>		

Extd Total:	SEWER UTILITY O/E: OTHER EXPENSES:	14,943.02
Department Total:	UTILITY OE	14,943.02
CAFR Total:		14,943.02
Fund Total:	SEWER UTILITY: BUDGET:	14,943.02
Year Total:		14,943.02

Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

3-01-20-100-000-240	ADMINISTRATION Public Arts Commission					
JUDIT010	JUDITH L. HARZER	23-02153	Mural Project Sewer Plant	1,000.00	0.00	

3-01-20-100-000-242	ADMINISTRATION Wellness Committee					
INTNEI	INTERFAITH NEIGHBORS, INC.	23-02224	INV #62623 FOOD IS MOOD EVENT	300.00	0.00	

Extd Total:	ADMINISTRATION	1,300.00
Department Total:	ADMINISTRATION	1,300.00

Department: MAYOR/COUNCIL
Extd: MAYOR & COUNCIL

3-01-20-110-000-299	MAYOR & COUNCIL Misc.					
BORHOT	BORGATA HOTEL CASINO & SPA	23-01967	Hotel Stay-NJLM 11/14-11/16/23	1,400.00	0.00	

Extd Total:	MAYOR & COUNCIL	1,400.00
Department Total:	MAYOR/COUNCIL	1,400.00

Attachment: Bill List 8-9-23 (2023-402 : Payment of Bills)

August 2, 2023
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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No: 2

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: MUNIC CLERK						
Extd: MUNICIPAL CLERK						
3-01-20-120-000-202	MUNICIPAL CLERK Office Supplies					
CRAPRI	CRAFTMASTER PRINTING, INC.	23-01757	PERMIT BOOKS & TAXI CERTS	235.00	0.00	
3-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
THECOA	THE NEW COASTER, LLC	23-02209	INVOICE #60346 7/20/23 ADS	119.22	0.00	
3-01-20-120-000-238	MUNICIPAL CLERK Contractual					
NJDIVS	NJ DIVISION OF ABC	23-02186	22-23 LIQUOR LICENSE RENEWALS	126.00	0.00	
Extd Total: MUNICIPAL CLERK				480.22		
Department Total: MUNIC CLERK				480.22		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
3-01-20-130-000-206	FINANCE Copier					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	23-02176	40109271 CONTRACT PMT 9 OF 60	3,054.77	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE	23-02211	Contract #115225 4/1/-6/30	212.21	0.00	
				<u>3,266.98</u>		
3-01-20-130-000-223	FINANCE Condo Reimbursements					
304OCE	304 OCEAN ARMS CONDO. ASSOC.	23-02173	1st Q 2023 Condo Reimbursement	77.56	0.00	
Extd Total: FINANCIAL ADMINISTRATION				3,344.54		
Department Total: FINANCE				3,344.54		
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
3-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
ATECSEC	A+ TECHNOLOGY & SECURITY	23-02054	Q#ES34315 T15 Bezel	13.00	0.00	
CDWGOV	CDW GOVERNMENT LLC	23-02078	Q#1CBVSL8 SSB Security	3.53	0.00	
				<u>16.53</u>		
3-01-20-140-000-225	COMPUTER DATA PROC.Document Mgt.					
FILEB005	FILE BANK, INC.	23-02157	June 2023 Services & Storage	8,381.89	0.00	
3-01-20-140-000-226	COMPUTER DATA PROC. Verizon Connect					
VERIZ015	VERIZON CONNECT	23-02182	June/July 2023	5,131.47	0.00	
Extd Total: COMPUTERIZED DATA PROCESSING				13,529.89		
Department Total: COMPUTER MIS				13,529.89		

Attachment: Bill List 8-9-23 (2023-402 : Payment of Bills)

August 2, 2023
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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: TAX REV ADMIN Extd: TAX REVENUE ADMINISTRATION						
3-01-20-145-000-209	TAX REV ADMIN Fees					
MGLFOR	MGL FORMS-SYSTEMS, LLC	23-01665	TAX AND SEWER BILLS	714.00	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			714.00		
	Department Total: TAX REV ADMIN			714.00		
Department: TAX ASSESSOR Extd: TAX ASSESSOR						
3-01-20-150-000-209	TAX ASSESSOR Fees					
SHAIN005	SCHAFFER SHAIN JALLOH PC	23-02238	#12142 TAX APPEAL JUNE 2023	990.00	0.00	
	Extd Total: TAX ASSESSOR			990.00		
	Department Total: TAX ASSESSOR			990.00		
Department: APTV Extd: CABLE TV ADVISORY COMMITTEE						
3-01-20-162-000-202	APTV Equipment					
TELCOR	TELVUE CORPORATION	23-02060	TV station hardware support	2,693.25	0.00	
	Extd Total: CABLE TV ADVISORY COMMITTEE			2,693.25		
	Department Total: APTV			2,693.25		
Department: ENGINEER SERV Extd: ENGINEERING SERVICES						
3-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO	T & M ASSOCIATES	23-02247	LAF446769 General Eng. June	36,189.67	0.00	
	Extd Total: ENGINEERING SERVICES			36,189.67		
	Department Total: ENGINEER SERV			36,189.67		
	CAFR Total:			60,641.57		
Department: CONST CODE Extd: CONSTRUCTION CODE OFFICIAL						
3-01-22-200-000-202	CONSTRUCTION CODE Office Supplies					
WBMASON	W.B.MASON CO., INC.	23-02126	office supplies	858.77	0.00	
	Extd Total: CONSTRUCTION CODE OFFICIAL			858.77		
	Department Total: CONST CODE			858.77		
	CAFR Total:			858.77		

Attachment: Bill List 8-9-23 (2023-402 : Payment of Bills)

August 2, 2023
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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 4

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: WORKERS COMP Extd: WORKER'S COMPENSATION						
3-01-23-215-000-209	WORKER'S COMPENSATION Fees					
NJINT	NJ INTERGOVERNMENTAL INS. FUND	23-02147	August Insurance Premium	18,000.00	0.00	
	Extd Total: WORKER'S COMPENSATION			18,000.00		
	Department Total: WORKERS COMP			18,000.00		
	CAFR Total:			18,000.00		
Department: POLICE Extd: POLICE DEPARTMENT						
3-01-25-240-000-202	POLICE Office Supplies					
AMAZ005	AMAZON.COM SERVICES	23-02098	DB desk and frames	742.04	0.00	
3-01-25-240-000-203	POLICE Motor Vehicle					
RICAUT	RICH'S AUTO BODY	23-01947	REPAIRS TO PD VEHICLE #10	10,521.95	0.00	
3-01-25-240-000-205	POLICE Animal Control Services					
SPCA	MONMOUTH COUNTY SPCA	23-02090	#2024421 MAY 2023 SERVICES	4,908.00	0.00	
3-01-25-240-000-206	POLICE Purchase of Equipment					
TRIFOR	TRI-TECH FORENSICS, INC.	23-01915	Evidence/Cleaning Supplies	862.80	0.00	
3-01-25-240-000-214	POLICE Pest Control					
TRIFOR	TRI-TECH FORENSICS, INC.	23-01915	Evidence/Cleaning Supplies	258.00	0.00	
3-01-25-240-000-218	POLICE Contract.Serv.					
TARLEA	TARGETSOLUTIONS LEARNING, LLC	23-01349	Guardian tracking annual 2023	4,886.96	0.00	
THOWES	THOMSON WEST CUSTOMER SERVICE	23-02220	#848574678 JULY 2023 SOFTWARE	258.30	0.00	
				5,145.26		
3-01-25-240-000-276	POLICE: PAL Expenses					
IPLAY	IPLAY AMERICA, LLC	23-01832	PAL summer camp trip 7/26/23	1,489.70	0.00	
CDWGOV	CDW GOVERNMENT LLC	23-01998	Q#1CBTNFG PAL Printer	433.18	0.00	
SKYZON	SKY ZONE OCEAN	23-02138	PAL trip summer camp 7/13/23	839.65	0.00	
				2,762.53		
	Extd Total: POLICE DEPARTMENT			25,200.58		
	Department Total: POLICE			25,200.58		
Department: FIRE DEPT. Extd: FIRE DEPARTMENT						
3-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
THEHAR	THE HARDWARE STORE	23-01066	BLANKET PO NOT TO EXCEED	59.96	0.00	B
GRAING	GRAINGER, INC.	23-02015	Q#2054786890 BLUE TARP, LUBE	194.00	0.00	
				253.96		
3-01-25-265-000-214	FIRE DEPT. Building Maintenance					
COUCLE	COUNTRY CLEAN, INC	23-00261	Blanket PO Not to Exceed	364.99	0.00	B

Attachment: Bill List 8-9-23 (2023-402 : Payment of Bills)

August 2, 2023
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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 5

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-25-265-000-229	FIRE DEPT. Medical Sup.					
HENSCE	HENRY SCHEIN, INC.	23-00769	Blanket PO-Not to Exceed	140.22	0.00	B
VERALP	V.E. RALPH & SON, INC.	23-00872	Q#102134 PEDI-MATE CH RESTRAIN	923.10	0.00	
VERALP	V.E. RALPH & SON, INC.	23-01910	Q#103523, #103524 SHEARS, ETC	799.17	0.00	
VERALP	V.E. RALPH & SON, INC.	23-02028	Q#103649 POWDERFREE GLOVES	925.80	0.00	
SEAWEL	SEABOARD WELDING SUPPLY, INC.	23-02161	INV#2154554 OXYGEN	90.00	0.00	
				<u>2,878.29</u>		
3-01-25-265-000-255	FIRE DEPT. Revenue Guard Fees					
CORON005	CORONIS HEALTH RCM, LLC dba	23-02096	Invoice CHRCM9859 June Fees	5,802.81	0.00	
3-01-25-265-000-261	FIRE DEPT. Software					
TARLEA	TARGETSOLUTIONS LEARNING, LLC	23-01953	FD SCHEDULING SOFTWARE	7,397.05	0.00	
3-01-25-265-000-262	FIRE DEPT. Equipment Repairs					
PMCASSOC	PMC ASSOCIATES	23-01860	Quote:466914-Radio Repairs (2)	391.14	0.00	
3-01-25-265-000-270	FIRE DEPT. Pest Control					
WESPES	WESTERN PEST SERVICES	23-02155	INV#8454758 JULY 2023	123.60	0.00	
	Extd Total: FIRE DEPARTMENT			17,211.84		
	Department Total: FIRE DEPT.			17,211.84		
	CAFR Total:			42,412.42		
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
3-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
SEAFOR	SEA BREEZE FORD INC.	23-00968	VARIOUS PARTS BLANKET	129.95	0.00	B
GPCNA091	GPC-NAPA AUTO PARTS	23-00970	VARIOUS PARTS BLANKET	164.08	0.00	B
SEACHE	SEACOAST CHEVROLET OLDS-	23-01039	VARIOUS PARTS BLANKET	45.64	0.00	B
THEHOS	THE HOSE SHOP, INC.	23-01181	VARIOUS PARTS BLANKET	483.18	0.00	B
ALLDIE	ALLIED DIESEL SERVICE, INC.	23-01374	VARIOUS PARTS BLANKET	57.06	0.00	B
ACTION005	ACTION YAMAHA	23-01385	VARIOUS PARTS BLANKET	27.96	0.00	B
DETCON	DETACHABLE CONTAINER &	23-01497	DPW GARBAGE TRUCK WELDING REPA	2,500.00	0.00	
WORJEE	WORLD CHRYSLER DODGE JEEP RAM	23-01628	PARKING AUTH #83 RADIO DISPLAY	1,208.00	0.00	
NORSWE	NORTHEAST SWEEPERS & RENTALS,	23-01705	DPW RAVO WATER SPRAY NOZZLE	220.32	0.00	
HUDSO005	HUDSON COUNTY MOTORS, INC.	23-01718	VARIOUS PARTS BLANKET	3,337.95	0.00	B
CHEVAL	CHERRY VALLEY TRACTOR SALES	23-01761	VARIOUS PARTS BLANKET	276.07	0.00	B
CHEVAL	CHERRY VALLEY TRACTOR SALES	23-01805	DPW KUBOTA 665 2 FRONT DOORS	3,876.89	0.00	
FOSCOM	FOSTER & COMPANY, INC.	23-01966	DPW CLEANING SOLUTION FOR SHOP	652.20	0.00	
SEAFOR	SEA BREEZE FORD INC.	23-02043	VARIOUS PARTS BLANKET	703.14	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	23-02044	VARIOUS PARTS BLANKET	2,548.46	0.00	B
NORSWE	NORTHEAST SWEEPERS & RENTALS,	23-02046	DPW RAVO WATER FILL HOSES	413.52	0.00	
				<u>16,644.42</u>		
3-01-26-290-000-213	STREETS & ROAD Safety Equipment					
SHORTIT	SAKER SHOPRITE, INC.	23-02014	Drinks for DPW	273.84	0.00	B
3-01-26-290-000-215	STREETS & ROAD Misc. Hardware					
THEHAR	THE HARDWARE STORE	23-01520	Misc Hardware	198.04	0.00	B

Attachment: Bill List 8-9-23 (2023-402 : Payment of Bills)

August 2, 2023
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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-26-290-000-215 GRAING GRAINGER, INC.	STREETS & ROAD	Misc. Hardware 23-01916	Continued Misc Hardware	52.40 250.44	0.00	B
3-01-26-290-000-216 GRAING GRAINGER, INC. UPTFAS UP-TITE FASTNERS INC.	STREETS & ROAD	Carpentry Supplies 23-01889 23-02114	Shop Stock Misc Hardware	176.64 156.97 333.61	0.00 0.00	B
3-01-26-290-000-218 GUARD010 GUARDIAN PEST CONTROL GUARD010 GUARDIAN PEST CONTROL STAVOLA STAVOLA ASPHALT COMPANY, INC. QUENC005 QUENCH USA, INC. GUARD010 GUARDIAN PEST CONTROL CINCOR CINTAS CORPORATION NO 2 PRESPE PREVENTION SPECIALISTS, INC.	STREETS & ROAD	Contract.Serv. 23-02141 #10912 DPW PEST CONTROL 7/14 23-02178 INV #10818 TRANSPORTATION 6/21 23-02203 #268829 ASPHALT 7/10/23 23-02207 #INV06119332 AUGUST 2023 23-02229 JULY 2023 PEST SERVICES 23-02232 #5168728526 MEDICAL RESTOCK 23-02245 Invoice #34098 - June Testing		150.00 80.00 105.70 39.86 375.00 164.54 104.00 1,019.10	0.00 0.00 0.00 0.00 0.00 0.00 0.00	
3-01-26-290-000-220 SITE005 SITEONE LANDSCAPE SUPPLY LLC	STREETS & ROAD	Repairs 23-01587	Misc Irrigation Supplies	10.37	0.00	B
3-01-26-290-000-234 NATIO015 NATIONAL HIGHWAY PRODUCTS, INC	STREETS & ROAD	Road Supplies 23-01693	Lag Bolts & Anchor Shields	1,458.60	0.00	
3-01-26-290-000-235 CICFAR CICCONI FARMS, INC. CICFAR CICCONI FARMS, INC.	STREETS & ROAD	Shade Tree Commission 23-01126 23-01744	Blanket not to exceed \$2,000 Blanket not to exceed	826.50 306.55 1,133.05	0.00 0.00	B B
Extd Total: STREETS & ROADS MAINTENANCE				21,123.43		
Department Total: STREETS & ROAD				21,123.43		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
3-01-26-305-000-209 COUCUR MONMOUTH COUNTY TREASURER DELDEM DELISA DEMOLITION, INC. DELDEM DELISA DEMOLITION, INC. DELDEM DELISA DEMOLITION, INC.	SOLID WASTE	Fees 23-02112 23-02139 #268726 TRASH FEES 7/1 - 7/15 23-02142 #268456 & 268457 CONSTR DEBRIS 23-02204 #268829 & 268830 CONSTR DEBRIS		4,634.46 31,437.41 2,578.05 2,679.30 41,329.22	0.00 0.00 0.00 0.00	
3-01-26-305-000-218 DELDEM DELISA DEMOLITION, INC.	SOLID WASTE	Contract.Serv. 23-02169 #269754 AUGUST 2023		47,083.30	0.00	
Extd Total: SOLID WASTE COLLECTION				88,412.52		
Department Total: SOLID WASTE				88,412.52		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
3-01-26-310-000-203	BUILDING & GND Misc. Hardware					
GRAING	GRAINGER, INC.	23-02143	Shop Stock	179.24	0.00	
Extd Total: BUILDINGS & GROUNDS				179.24		
Department Total: BUILDING & GND				179.24		
CAFR Total:				109,715.19		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
3-01-27-350-000-202	SENIOR CENTER Util. and Service Contr.					
OPTIMUM	OPTIMUM	23-02170	#07866-196932-01-7 7/15 - 8/14	10.42	0.00	
3-01-27-350-000-210	SENIOR CENTER Classes					
BODYB005	BODY BY BEY	23-01052	BBB April,May,June	375.00	0.00	B
3-01-27-350-000-299	SENIOR CENTER Misc.					
AMAZO005	AMAZON.COM SERVICES	23-02035	First Aid and CPR kits	65.18	0.00	
Extd Total: SENIOR CENTER				450.60		
Department Total: SENIOR CENTER				450.60		
CAFR Total:				450.60		
Department: RECREATION						
Extd: RECREATION SERVICES & PROGRAM						
3-01-28-370-000-290	RECREATION Programs/Activities					
ORITRA	ORIENTAL TRADING CO., INC.	23-00719	easter egg hunt supplies	1,575.42	0.00	
HOTSAN	HOT SAND AP, LLC	23-01601	AP REC 2023-ACT 7/31/23 TRIP	4,000.00	0.00	
				5,575.42		
3-01-28-370-000-292	RECREATION Conferences					
BORHOT	BORGATA HOTEL CASINO & SPA	23-01967	Hotel Stay-NJLM 11/14-11/16/23	350.00	0.00	
Extd Total: RECREATION SERVICES & PROGRAM				5,925.42		
Department Total: RECREATION				5,925.42		
CAFR Total:				5,925.42		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
3-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJAMER	N.J. AMERICAN WATER CO.	23-02184	#1018-210026879913 6/3 - 7/6	797.94	0.00	
NJNATU	N.J. NATURAL GAS CO.	23-02225	#07-3132-2420-30 6/14-7/18	1,210.56	0.00	
NJNATU	N.J. NATURAL GAS CO.	23-02236	#07-3132-1100-1Y 6/14-7/18	749.61	0.00	
				2,758.11		
Extd Total: LIGHT,HEAT,POW				2,758.11		

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Extd:	STREET/TRAFFIC					
3-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL JCPL	23-02185 #100 013 520 349	6/17 - 7/19	19,113.31	0.00		
JCPL JCPL	23-02223 #100 069 260 899	6/22-7/25	4,367.92	0.00		
JCPL JCPL	23-02231 #100 069 292 652	6/24-7/26	2,668.07	0.00		
			26,149.30			
	Extd Total: STREET/TRAFFIC		26,149.30			
	Department Total: LIGHTING		28,907.41			
Department:	GASOLINE					
Extd:	GASOLINE					
3-01-31-460-000-299	GASOLINE Misc.					
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC	23-02171 INV #214370 UNLEAD FUEL 7/10		7,852.62	0.00		
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC	23-02201 #166441 & #167339 FUEL		7,476.08	0.00		
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC	23-02202 INV #218429 DIESEL FUEL 7/14		4,685.74	0.00		
			20,014.44			
	Extd Total: GASOLINE		20,014.44			
	Department Total: GASOLINE		20,014.44			
	CAFR Total:		48,921.85			
Department:	MUNIC COURT					
Extd:	MUNICIPAL COURT					
3-01-43-490-000-219	MUNIC COURT Judges Fees					
ROBWER ROBIN T. WERNIK	23-02193 conflict judge june 16, 2023		500.00	0.00		
3-01-43-490-000-246	MUNIC COURT Postage					
GREFIN GREATAMERICA FINANCIAL SVCS.	23-02191 INVOICE #34507459 AUGUST 2023		145.00	0.00		
	Extd Total: MUNICIPAL COURT		645.00			
	Department Total: MUNIC COURT		645.00			
	CAFR Total:		645.00			
Department:	DEFERRED CHGS					
3-01-46-870-880-297	P/Y BILLS					
REGASO REGISTRARS' ASSOCIATION OF NJ	23-02242 Invoice 6768 Melody Hartsgrove		25.00	0.00		
	Extd Total:		25.00			
	Department Total: DEFERRED CHGS		25.00			
	CAFR Total:		25.00			

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
3-01-55-001-000-005	PILOT \$ DUE TO COUNTY					
TRECTY	TREASURER CTY OF MONMOUTH	23-02033	2nd Q 2023 Pilots	70,634.75	0.00	
	Extd Total: TAXES PAYABLE:			70,634.75		
	Department Total: TAXES PAYABLE:			70,634.75		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			70,634.75		
	Fund Total: CURRENT			358,230.57		
Fund: BEACH						
Department: UTILITY OE						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
3-05-55-502-000-207	BEACH UTILITY O/E: Clothing					
ALLHAN	ALL HANDS FIRE EQUIPMENT, LLC	23-01045	custom patch-Beach Patrol	342.00	0.00	
3-05-55-502-000-212	BEACH UTILITY O/E: Misc. Hardware					
GRAING	GRAINGER, INC.	23-01706	Misc Beach Supplies	257.89	0.00	B
THEHAR	THE HARDWARE STORE	23-01746	Blanket various hardware	103.34	0.00	B
				361.23		
3-05-55-502-000-213	BEACH UTILITY O/E: Motor Vehicle					
ACTION005	ACTION YAMAHA	23-02100	BEACH ATV R/R CONTROL ARM	302.66	0.00	
3-05-55-502-000-215	BEACH UTILITY O/E: Lumber/Bldg. Supplies					
GRAING	GRAINGER, INC.	23-02049	Stainless Steel Hand Dryer	1,462.94	0.00	
3-05-55-502-000-222	BEACH UTILITY O/E: Cable					
OPTIMUM	OPTIMUM	23-02168	#07866-197764-01-4 7/15 -8/14	122.90	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			2,591.73		
	Department Total: UTILITY OE			2,591.73		
	CAFR Total:			2,591.73		
	Fund Total: BEACH			2,591.73		
Fund: TRANSPORTATION UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: TRANS.UTILITY O/E: OTHER EXPENSES:						
3-06-55-502-000-202	TRANS.UTILITY O/E: Office Supplies					
ATLLOK	ATLANTIC LOCK & SAFE	23-02146	INV #27399 GEM Car Keys 6/22	8.25	0.00	
3-06-55-502-000-206	TRANS.UTILITY O/E: Electronic Equip.					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	23-02176	40109271 CONTRACT PMT 9 OF 60	161.68	0.00	
3-06-55-502-000-207	TRANS.UTILITY O/E: Internet					
OPTIMUM	OPTIMUM	23-02150	#07866-196915-01-3 7/15 - 8/14	164.40	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-06-55-502-000-208	TRANS.UTILITY O/E: Parking Permits					
PASPOR PASSPORT LABS, INC.		23-02130	INV1039111 June Permit Fees	1,886.20	0.00	
3-06-55-502-000-214	TRANS.UTILITY O/E: Dues/Conferences					
HOMES005 HOMESICK		23-02162	Vallet Parking Reimbursement	90.00	0.00	
PASCA005 PASCAL & SABINE		23-02163	Valet Parking Reuimbursement	90.00	0.00	
				<u>180.00</u>		
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			2,400.53		
	Department Total: UTILITY OE			2,400.53		
	CAFR Total:			2,400.53		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			2,400.53		
Fund:	SEWER UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
3-07-55-502-000-202	SEWER UTILITY O/E: Hardware/Tools					
GRAING GRAINGER, INC.		23-01994	Paint,Resipators,Consumables	2,882.87	0.00	
3-07-55-502-000-206	SEWER UTILITY O/E: Purchase of Equipment					
WASTE005 WASTEQUIP MANUFACTURING		23-00742	Grit Dumpster for WWTP	8,935.00	0.00	
GUAENV GUARDIAN ENVIRONMENTAL PRODUCT		23-01121	Shear Hubs for Sludge Tanks	5,673.00	0.00	
				<u>14,608.00</u>		
3-07-55-502-000-208	SEWER UTILITY O/E: Permits/Licenses					
WATENV WATER ENVIRONMENT FEDERATION		23-02226	Professional Membership 2023	117.00	0.00	
3-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJNATU N.J. NATURAL GAS CO.		23-02225	#07-3132-2420-30 6/14-7/18	1,583.10	0.00	
3-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
CERID005 CERIDA INVESTMENT CORP.		23-02175	#127-28486 AUGUST 2023	154.34	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		23-02176	40109271 CONTRACT PMT 9 OF 60	82.58	0.00	
GUARD010 GUARDIAN PEST CONTROL		23-02229	JULY 2023 PEST SERVICES	80.00	0.00	
				<u>316.92</u>		
3-07-55-502-000-220	SEWER UTILITY O/E: Accounting					
MGLFOR MGL FORMS-SYSTEMS, LLC		23-01665	TAX AND SEWER BILLS	2,521.00	0.00	
3-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
PASVAL PASSAIC VALLEY SEWERAGE COM.		23-02070	INVOICE #522110 JUNE 2023	12,654.95	0.00	
3-07-55-502-000-230	SEWER UTILITY O/E: Hypochlorite					
UNIVAR UNIVAR SOLUTIONS USA,INC.		23-02208	INVOICE #51331603 JULY 2023	4,578.15	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			39,261.99		
	Department Total: UTILITY OE			39,261.99		
	CAFR Total:			39,261.99		
	Fund Total: SEWER UTILITY: BUDGET:			39,261.99		
	Year Total:			402,484.82		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Odr. 2018-57 Acq. of Real Property FH					
C-04-55-998-176-001	Section 20 Costs					
TMASSO	T & M ASSOCIATES	21-02853	FIRE DEPARTMENT HEADQUARTERS	3,054.23	0.00	B
TMASSO	T & M ASSOCIATES	23-01422	FIRE HEADQUARTERS CONSTRUCTION	12,360.00	0.00	B
				15,414.23		
	Extd Total: Odr. 2018-57 Acq. of Real Property FH			15,414.23		
Extd:	Bond Ord. 2022-16 2022 Var. Cap. Improv.					
C-04-55-998-183-002	Various Public Works Equip. & Vehicles					
WARSH005	WARSHAUER ELECTRIC SUPPLY	23-00294	LAKE & GRAND LIGHT REPLACEMENT	136,548.55	0.00	
WARSH005	WARSHAUER ELECTRIC SUPPLY	23-00295	COOKMAN LIGHT REPLACEMENT	78,337.50	0.00	B
				214,886.05		
C-04-55-998-183-005	City wide IT Improvements/Equipment					
CDWGOV	CDW GOVERNMENT LLC	23-02078	Q#1CBVSL8 SSB Security	855.15	0.00	
	Extd Total: Bond Ord. 2022-16 2022 Var. Cap. Improv.			215,741.20		
Extd:	Ord. 2023-19 Various Park Improv.					
C-04-55-998-184-001	Section 20 Costs					
TMASSO	T & M ASSOCIATES	23-02247	LAF446769 General Eng. June	1,397.75	0.00	
	Extd Total: Ord. 2023-19 Various Park Improv.			1,397.75		
	Department Total:			232,553.18		
	CAFR Total:			232,553.18		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			232,553.18		
Fund:	PARKING CAPITAL					
Department:	Ord. 2019-7 Transport.Utility Improve.					
Extd:	Ord. 2019-7 Transport.Utility Improve.					
C-09-17-903-000-901	Section 20 Soft Costs					
TMASSO	T & M ASSOCIATES	19-03697	Reso 2019-328 Asbury/Ridge	448.25	0.00	B
	Extd Total: Ord. 2019-7 Transport.Utility Improve.			448.25		
	Department Total: Ord. 2019-7 Transport.Utility Improve.			448.25		
Department:	Ord. 2020-8 Memorial Drive Paving					
Extd:	Ord. 2020-8 Memorial Drive Paving					
C-09-17-906-000-901	Section 20 Costs					
TMASSO	T & M ASSOCIATES	20-03383	Reso 2020-303 Memorial Dr.	39,850.50	0.00	B
C-09-17-906-000-902	Construction Costs					
LUCBRO	LUCAS BROTHERS, INC.	22-03390	MEMORIAL DRIVE IMPROVEMENTS	282,419.79	0.00	B
	Extd Total: Ord. 2020-8 Memorial Drive Paving			322,270.29		
	Department Total: Ord. 2020-8 Memorial Drive Paving			322,270.29		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: Ord. 2022-8 Various Rd. Improvements						
Extd: Ord. 2022-8 Various Rd. Improvements						
C-09-17-909-000-904	Section 20 Costs					
TMASSO T & M ASSOCIATES		22-01654	MONROE, COMSTOCK & EIGHT ROADS	2,174.29	0.00	B
	Extd Total: Ord. 2022-8 Various Rd. Improvements			2,174.29		
	Department Total: Ord. 2022-8 Various Rd. Improvements			2,174.29		
	CAFR Total:			324,892.83		
	Fund Total: PARKING CAPITAL			324,892.83		
Fund: BEACH CAPITAL FUND BUDGET:						
Extd: Ord. 2022-15 Beach Utility Improvements						
C-10-55-101-103-002	Beach Utility Improv./Equipment					
WARSH005 WARSHAUER ELECTRIC SUPPLY		23-00296	CONVENTION LIGHT REPLACEMENT	83,092.81	0.00	
WARSH005 WARSHAUER ELECTRIC SUPPLY		23-00298	OCEAN AVE LIGHT REPLACEMENT	67,437.50	0.00	B
				150,530.31		
	Extd Total: Ord. 2022-15 Beach Utility Improvements			150,530.31		
	Department Total:			150,530.31		
	CAFR Total:			150,530.31		
	Fund Total: BEACH CAPITAL FUND BUDGET:			150,530.31		
	Year Total:			707,976.32		
Fund: GRANT FUND BUDGET:						
G-02-43-945-021-200	Drunk Driving Enforcement Grant					
AMAZ0005 AMAZON.COM SERVICES		23-02042	police traffic vests	1,130.35	0.00	
	Extd Total:			1,130.35		
	Department Total:			1,130.35		
G-02-43-956-022-206	ARP Funding					
SHOCON SHORELANDS CONSTRUCTION, INC.		22-02807	TRANSPORTATION CENTER RENOV	53,135.60	0.00	B
G-02-43-956-022-207	Community Energy Plan Grant					
ENGEN005 ENGENUITY INFRASTRUCTURE		23-02154	CEP SERVICES THROUGH JUNE 30	2,731.10	0.00	
G-02-43-956-022-213	Safe Routes to Transit Grant					
TMASSO T & M ASSOCIATES		22-02806	SAFE ROUTES TO TRANSIT	1,878.00	0.00	B
G-02-43-956-022-217	Opioid Settlement Funds					
SHORIT SAKER SHOPRITE, INC.		23-02127	Water at risk opiate clients	46.54	0.00	
	Extd Total:			57,791.24		
	Department Total:			57,791.24		
	CAFR Total:			58,921.59		
	Fund Total: GRANT FUND BUDGET:			58,921.59		
	Year Total:			58,921.59		

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Fund: ANIMAL CONTROL FUND BUDGET:						
T-12-56-850-000-801 SPCA MONMOUTH COUNTY SPCA	Reserve for Animal Control	23-00103	TRAP, NEUTER & RELEASE PROGRAM	75.00	0.00	B
	Extd Total:			75.00		
	Department Total:			75.00		
	CAFR Total:			75.00		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			75.00		
Fund: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:						
Extd: 2022 CDBG B-22-MC-34-0100						
T-17-81-850-850-001 BORHOT BORGATA HOTEL CASINO & SPA	2022 Administration	23-01967	Hotel Stay-NJLM 11/14-11/16/23	350.00	0.00	
T-17-81-850-850-005 SHORIT SAKER SHOPRITE, INC.	2022 Community Events	23-01867	Beverages for Movies in Parks	38.97	0.00	B
	Extd Total: 2022 CDBG B-22-MC-34-0100			388.97		
	Department Total:			388.97		
	CAFR Total:			388.97		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			388.97		
Fund: TRUST OTHER						
T-20-56-850-933-301 KONAI005 KONA ICE OF ASBURY PARK	Reserve for National Night Out	23-02037	Ice Cream for NNO	450.00	0.00	
	Extd Total:			450.00		
	Department Total:			450.00		
	CAFR Total:			450.00		
	Fund Total: TRUST OTHER			450.00		
Fund: PLANNING & ZONING ESCROW FUND BUDGET:						
CAFR: PLANNING & ZONING ESCROW FUND BUDGET:						
T-21-00-493-000-299 JAMCON JAMES CONDOS	1511 PARK AVENUE(JAMES CONDOS)	23-02024	Return of escrow balance	450.04	0.00	
	Extd Total:			450.04		
	Department Total:			450.04		
T-21-00-545-000-299 TMASSO T & M ASSOCIATES	900-904 SPRINGWOOD(MEMORIAL AVE HOLDING)	23-02210	900 Mattison T&M Conflict Eng	3,438.75	0.00	
	Extd Total:			3,438.75		
	Department Total:			3,438.75		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-549-000-299	929 ASBURY/1000 1ST(PARTNER PROP.,LLC)					
TMASSO T & M ASSOCIATES		23-02244	LAF446772 929 Asbury Ave.	326.00	0.00	
	Extd Total:			326.00		
	Department Total:			326.00		
T-21-00-572-000-299	202 7TH AVE(INSPE.FEES)(202 7TH AVE,LLC)					
TMASSO T & M ASSOCIATES		23-02243	LAF446770 202 7th Ave.	163.00	0.00	
	Extd Total:			163.00		
	Department Total:			163.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			4,377.79		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			4,377.79		
	Year Total:			5,291.76		
Total Charged Lines: 283 Total List Amount: 1,189,617.51 Total Void Amount:				0.00		

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Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
SEWER UTILITY: BUDGET:	2-07	14,943.02	0.00	0.00	14,943.02
CURRENT	3-01	358,230.57	0.00	0.00	358,230.57
BEACH	3-05	2,591.73	0.00	0.00	2,591.73
TRANSPORTATION UTILITY: BUDGET:	3-06	2,400.53	0.00	0.00	2,400.53
SEWER UTILITY: BUDGET:	3-07	39,261.99	0.00	0.00	39,261.99
Year Total:		402,484.82	0.00	0.00	402,484.82
GENERAL CAPITAL FUND BUDGET:	C-04	232,553.18	0.00	0.00	232,553.18
PARKING CAPITAL	C-09	324,892.83	0.00	0.00	324,892.83
BEACH CAPITAL FUND BUDGET:	C-10	150,530.31	0.00	0.00	150,530.31
Year Total:		707,976.32	0.00	0.00	707,976.32
GRANT FUND BUDGET:	G-02	58,921.59	0.00	0.00	58,921.59
ANIMAL CONTROL FUND BUDGET:	T-12	75.00	0.00	0.00	75.00
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	388.97	0.00	0.00	388.97
TRUST OTHER	T-20	450.00	0.00	0.00	450.00
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	4,377.79	0.00	0.00	4,377.79
Year Total:		5,291.76	0.00	0.00	5,291.76
Total Of All Funds:		1,189,617.51	0.00	0.00	1,189,617.51

August 9, 2023 Council Meeting: 1,189,617.51

Balance Brought Forward from Total List Amount

PMA Management Corporation (PO 23-02198)	94,758.00
CMRS-FP Postage (PO 23-02195)	3,000.00
Asbury Partners (PO 23-02239)	40,675.06
Postmaster (PO 23-02233)	<u>3,000.00</u>
	<u>\$ 1,331,050.57</u>

Attachment: Bill List 8-9-23 (2023-402 : Payment of Bills)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 9, 2023
RESOLUTION SUMMARY

2023-403

Resolution authorizing the purchase of a new hood assembly needed for DPW garbage truck #9 from Hudson County Motors from the ESCNJ Co-op, utilizing operating funds in the amount of \$8,500.



RESOLUTION NO. 2023-403

**City of Asbury Park
County of Monmouth
State of New Jersey**

**RESOLUTION AUTHORIZING THE PURCHASE A NEW HOOD ASSEMBLY
NEEDED FOR DPW GARBAGE TRUCK #9**

WHEREAS, the City of Asbury Park ("City") has a need to purchase a new hood assembly for DPW garbage truck; and

WHEREAS, the City of Asbury Park received a quote from Hudson County Motors Inc., with the price totaling \$8,500.00 based off of the Educational Services Commission of NJ (ESCNJ) Co-Op Contract #20/21-55, in which the City is a member; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the purchase of a new hood assembly from Hudson County Motors Inc., in the amount of \$8,500.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 3-01-26-290-000-203. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of a new hood assembly for DPW garbage truck #9 in the amount of \$8,500.00 and a copy of this Resolution shall be provided to the Director of Capital Projects and Public Facilities, City Manager, CFO and Purchasing Agent.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-403 which was finally adopted by the City Council at a meeting held on the 9th day of August, 2023

CERTIFIED BY ME THIS 9th DAY OF August, 2023.

LISA ESPOSITO
CITY CLERK

CITY OF ASBURY PARK
Department of Public Works
PURCHASE REQUEST

DATE:

7/24/23

DESCRIPTION of Purchase:

DPW GARBAGE TRUCK # 9 NEEDS
NEW HOOD ASSEMBLY

REASON for Purchase

BROWN HOOD SUPPORT IN HOOD

AMOUNT:

\$ 8500.00

VENDOR'S NAME AND ADDRESS:

HUDSON COUNTY MOTORS

REMARKS:

REQUESTED BY:

ED PAULICHI

DPW DIRECTOR'S APPROVAL

NOTE

HOOD IS ON BACK ORDER!

SIGNATURE X

ANY WARRANTIES ON THE PRODUCTS SOLD ARE AVAILABLE ONLY FROM THE MANUFACTURER OR REBUILDER OF SAID PRODUCTS. THE SELLER AGREES TO PASS TO CUSTOMER ANY AVAILABLE WARRANTIES. THE SELLER MAKES NO WARRANTIES OF ANY PRODUCTS SOLD AND AUTHORIZES NO PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE PRODUCTS SHOWN. THE SELLER IS NOT RESPONSIBLE FOR LABOR ON PARTS NOT INSTALLED BY OUR SHOP.

WARRANTY

- 1) All sales are cash, unless other arrangements have been made. If change, all amounts are due and payable net ten (10) days of the month following billing. No discounts permitted.
- 2) No return on credit. No return on special order items or items not returnable to the manufacturer. A resending charge of 15% will apply on all other items. Return must be made within 30 days to receive credit.
- 3) The seller hereby certifies that their goods were produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended and of the regulations and orders of the Department of Labor and have been made under section 14 thereof.
- 4) By providing this tax exemption number, customer certifies they are exempt from any state or local corporation tax and agree to reimburse seller for any taxing authorities they will be responsible for any tax assessment made by the state of PA or another taxing authority and agree to reimburse seller for any amount now due or becoming due, including penalties and interest, if assessed. In addition, buyer agrees to pay costs of post date collection, including reasonable attorney's fee.
- 5) NO REFUND WITHOUT THIS NOTICE

Please Remit Payment to:
HUNTER JERSEY PETERBILT
PO BOX 820849
PHILADELPHIA, PA 19182-0849

SUB-TOTAL	\$ 17,709.56
TAX	\$ 0.00
SHIPPING	\$ 0.00
TOTAL	\$ 17,709.56

ESTIMATE

QTY SHP	QTY BTO	ITEM	DESCRIPTION	BIN	UNIT PRICE	EXTD PRICE
1		205P/N71-6142-520200	SP PB 367 12SBK BFR SHELL ONLY	000000	2,848.88	2,848.88
1		205P/N07-6001	STRUT-BUMPER STL	000000	104.44	104.44
1		205P/N11-6068-001R	BRACKET-REINFORCEMENT SBFA BUM	000000	252.40	252.40
1		205P/L71-6030	ASSIST-STRUT 567-115	105079	443.64	443.64
1		205P/L71-6041	ASSIST-STRUT LOCKING, HOOD 567	105079	443.15	443.15
1		205P/N22-6164R	PLATE-TREAD SBFA BUMPER	000000	1,292.12	1,292.12
1		205P/L29-6221-100	CROWN-VOCATIONAL SBFA PB 567	000000	2,937.90	2,937.90
1		205P/PP505002	ANTENNA-CB WRAPPED PB	100360	56.68	56.68
		WAITING ON PACCAR TO LOAD HODD#				
		L29-6199-3300100				
		SER#K6D12563				
		205P/L29-6285-2001000	HOOD-VOCATIONAL SERVICE 567 *D	000000	9,330.35	9,330.35

DATE SHIPPED	06/30/2023	SHIP VIA	BEST WAY	TERMINAL	000	SALES PERSON	S GORMAN	UNIT ID	VIN	TERMS	CUSTOMER REFERENCE
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ESTIMATE: E205073901
ESTIMATE:

DELIVER TO
CITY OF ASBURY PARK - 36163
9 MAIN ST
ASBURY PARK, NJ 07712
P: (732) 775-0900

BILL TO
CITY OF ASBURY PARK - 36163
ONE MUNICIPAL PLAZA
ASBURY PARK, NJ 07712
P: (732) 775-0900

HUNTER JERSEY PETERBILT
524 MONMOUTH RD
CLARKSBURG, NJ 08510
P: (609) 259-5950
F: (609) 259-1586

HUNTER
TRUCK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 9, 2023
RESOLUTION SUMMARY

2023-404

Authorizing the purchase and installation of two new Automated License Plate Reader (ALPR) for the Police Department utilizing the JAG Grant and Trust Funds totaling \$23,185.00. Monmouth County Sheriff's Office, Information and Technology Unit has confirmed that the ALPR system software they recognize is Selex ES/Elsag.



RESOLUTION NO. 2023-404

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF TWO AUTOMATED LICENSE PLATE READER (ALPR) FOR THE POLICE DEPARTMENT

WHEREAS, the City has a need to purchase and install two Automated License Plate Reader (ALPR) for the Police Department; and

WHEREAS, the City has solicited a quote from Selex ES, Inc. totaling \$23,185.00; and

WHEREAS, the City of Asbury Park outsources dispatch services to the Monmouth County Sheriff's Office and all ALPR are linked to the Monmouth County system; and

WHEREAS, the Monmouth County Sheriff's Office, Information and Technology Unit has confirmed that the only ALPR system software they recognize is Selex ES, Inc/Elsag ALPR; and

WHEREAS, the City is desirous of awarding a contract for this purchase to Selex Es, Inc. in an amount of \$23,185.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts G-02-43-956-022-216 and T-13-56-850-000-801. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase and installation of two new ALPR for the Police Department the amount of \$23,185.00 and a copy of this Resolution shall be provided to the City Manager, CFO, Chief of Police, and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-404 which was finally adopted by the City Council at a meeting held on the 9th day of August, 2023

CERTIFIED BY ME THIS 9th DAY OF August, 2023.

LISA ESPOSITO
CITY CLERK



Selex ES, Inc
Elsag ALPR/ANPR Solutions
4221 Tudor Lane
Greensboro, NC 27410
UEI / SAM #: U2TTM1K22189
FED TAX ID: 98-0353098

3.D.3

QUOTE

Prepared By: Stephanie Pluchino stephanie.pluchino@leonardocompany-us.com

Phone: (845) 490-1381

Please include the quote number on your purchase orders and email them to orders@leonardocompany-us.com for processing

Quote#: 25765

Quote Date: 7/13/2022

Funding Source:

Quote Expiry Date: 11/30/2023

Grant Details:

Requested Delivery Date: 10/31/2023

Payment Method:

Rate Sheet: Base Price

Terms: Net 30 days from date of shipment. If installation is required then Net 30 days from the Installation Date. Elsag agrees not to ship equipment until an Installation Date is agreed upon by the Parties. All orders shipped FOB Greensboro

Make checks payable to Selex ES, Inc.

Contracts: No Contract Used

Comments: Street Sentry To Own Upfront. Includes Modem - Customer to provide SIM card.
Includes onsite ELSAG tech for first time installation.
Data will report to MCSO EOC server.
First year warranty included with purchase. Quote includes three year extended warranty (optional)

Bill To:	Asbury Park Police Department - NJ 1 Municipal Plaza #1 Asbury Park, NJ 07712 United States	Ship To:	Asbury Park Police Department - NJ 1 Municipal Plaza #1 Asbury Park, NJ 07712
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Product Qty	Product/Service	Unit Price	Amount
2	413343 - Router - CradlePoint IBR 900 Style	\$1,450.00	\$2,900.00
2	413344 - Power Adapter for Cradlepoint Style Router	\$112.50	\$225.00
2	140718 - Street Sentry Hardware Only Purchase - North	\$6,500.00	\$13,000.00
2	422049 - Street Sentry FCU Model North	\$0.00	\$0.00
2	422035-SS - Assembly for DIGI Cellular Router - Street Sentry	\$0.00	\$0.00
2	510521 - VPH License Street Sentry Perpetual	\$800.00	\$1,600.00
2	422088 - Street Sentry Cam 16mm 740nm - 2 Lane	\$300.00	\$600.00
6	520001-Warranty H/W SS - Street Sentry 1 YR Ext Hardware Warranty	\$550.00	\$3,300.00

Product Qty	Product/Service	Unit Price	Amount
	Three year extended warranty for total of four years coverage on each system		(\$1,650.00)
2	422071 - Side of Pole Mount Kit - SS	\$355.00	\$710.00
2	422047 - Street Sentry Cable Kit	\$0.00	\$0.00
2	210003-SS - Street Sentry Installation	\$1,250.00	\$2,500.00
2	510033-CSC - Car System Version 6.X - EOC Connected	\$0.00	\$0.00
	What EOC will the customer be connecting to?: MCSO		
	Protocol: New Jersey - North		
	Delivery: Standard		
Subtotals	Goods & Services Sub-total (Pre-tax): Contract Items		\$0.00
	Goods & Services Sub-total (Pre-Tax): Non Contract Items		\$23,185.00
Upfront	Goods & Services Sub-total (Pre-tax):		\$23,185.00
Tax	Tax Exempt		\$0.00
Total	Goods & Services Total:		\$23,185.00



Quote Offer Terms and Conditions

This Quote constitutes an Offer from Selex ES Inc. (Selex) to Customer, the terms of which become a binding contract between the Parties upon Customer's submitting a Purchase Order to Selex for the Products/Services and prices as identified herein. This Quote and the Prices stated herein shall be valid through the Expiration Date listed above. Quote Pricing is subject to change for the Customer Purchase Orders issued after Quote Expiration Date.

Unless the Purchase Order is pursuant to a State or Federal cooperative purchasing agreement, or a separately executed Master Agreement, these Terms and Conditions supersede and replace any prior estimate, offer, quote, agreement, understanding or arrangement whether written or oral between the parties. If there is a discrepancy, please contact your account manager for correction.

These Terms and Conditions may not be changed or modified unless in writing and signed by an authorized representative of (Senior Vice President or above) of Selex. Selex will not be bound by any terms of Customer's purchase order unless expressly agreed to in writing and signed by an authorized representative (Senior Vice President or above) of Selex.

Shipment and Delivery. All orders shipped FOB Greensboro.

For purchases of Products that require installation: Unless otherwise agreed to by the Parties, Selex ES agrees not to ship Product until an Installation date is scheduled.

Title. Ownership of and Title to the Products shall transfer to the Customer upon shipment. All intellectual property rights, including without limitation, patents and /or the relevant applications, in or relating to the Products, to the Documentation and to the Software are and shall remain the property of Selex ES or its licensors. **Refer to the Selex Software License Agreement documentation provided with the shipment.**

Payment Terms. Selex shall invoice Customer no later than sixty (60) calendar days after shipment of the Products and/or performance of any Work or Services. Payment is due Net 30 days.

Taxes may not be reflected in this Quote. However, taxes may be added to the amount in the payment invoice(s) sent to Customer, unless Customer provides a certificate confirming tax exempt status.

Cancellation or Delay. Orders accepted by Selex are subject to cancellation by Customer only upon the express written consent of Selex. Upon such cancellation and consent, Selex shall cease all work pertaining to the Customer's order, and Customer shall pay Selex for all work and materials that have been committed to and/or identified in Customer's order plus a cancellation charge as prescribed by Selex.

Warranty. EXCEPT AS SET FORTH IN THIS AGREEMENT AND IN THE SELEX WARRANTY COVERAGE DOCUMENTATION, SELEX INC. MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED RELATING TO THE PRODUCTS OR SERVICES.

Applicable Law. The terms of this Quote, their interpretation, performance or any breach thereof, shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of the state of North Carolina applicable to contracts entered into and wholly to be performed within said state. Any legal proceeding brought by either party pursuant to this Agreement shall be brought in a County or District Court located in Guilford County, North Carolina and the parties irrevocably consent to the jurisdiction of such courts.

FORCE MAJEURE. Either Party shall be excused for delays in delivery or in performance where such delay is directly due to act of God, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, or other similar causes beyond such Party's reasonable control. Such Party shall promptly give written notice to the other Party specifying the nature and probable extent of such delay. The Parties shall then immediately attempt to determine what fair and reasonable extension of schedules may be necessary. The parties agree to use their best efforts to mitigate the effects of the delay.

COMPLIANCE WITH LAWS. Customer shall comply with all federal, state, local, and territorial laws, including without limitation any export control, employment, tax, anti-corruption, anti-bribery, privacy and data protection, immigration and anti-discrimination laws, and shall indemnify Selex for any liability incurred by Selex as a result of breach of any such obligation.

EXPORT COMPLIANCE. This sale is subject to all laws, rules, regulations and public policies of the United States, particularly those relating to the exportation of goods from the United States and the transmission of technical data or other information outside the United States. By this purchase, Customer agrees to comply with all applicable U.S. laws and regulations which prohibit the export of technical data that originates in the U.S., or any product directly based on such data, without prior written authorization from appropriate U.S. agencies. Such compliance obligates Customer not to export Selex's confidential information or make it available to aliens or any unauthorized personnel, and to indemnify Selex for any liability incurred as a result of breach of such obligation.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 9, 2023
RESOLUTION SUMMARY

2023-405

Resolution awarding a contract for a thickener mechanism and drive units needed at the Wastewater Treatment Plant totaling \$562,997.62 utilizing ARP from G.M.H. Associates of America from the PVSC Co-Op.



RESOLUTION NO. 2023-405

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION AWARDING A CONTRACT TO G.M.H. ASSOCIATES FOR THICKENER MECHANISM AND DRIVE UNITS NEEDED AT THE WASTEWATER TREATMENT PLANT

WHEREAS, the City of Asbury Park ("City") has a need for thickener mechanism and drive units needed at the Wastewater Treatment Plant; and

WHEREAS, the City has obtained the attached quotes from G.M.H. Associates of America, Inc. totaling \$562,997.62 off of the Passaic Valley Sewerage Commission (PVSC) Cooperative Contract #B331-5; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for these services to G.M.H. Associates of America, Inc. in the amount of \$562,997.62; and

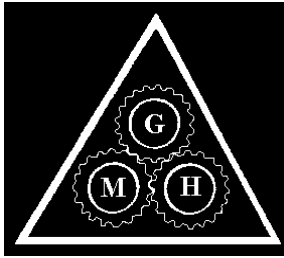
WHEREAS, the Chief Financial Officer has certified that funds are available in the American Rescue Plan Account 3-07-55-502-000-234. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the thickener mechanism and driver units needed at the Wastewater Treatment Plant in the amount of \$562,997.62 from G.M.H. Associates of America, Inc. and a copy of this Resolution shall be provided to the Director of Capital Projects & Public Facilities, City Manager, CFO and Purchasing Agent.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-405 which was finally adopted by the City Council at a meeting held on the 9th day of August, 2023

CERTIFIED BY ME THIS 9th DAY OF August, 2023.

LISA ESPOSITO
CITY CLERK



G.M.H. Associates of America, Inc.

5 Chelton Way, Bldg. 15, Trenton, N.J. 08638

Mechanical, Electrical Engineering and Sales

(609) 396-4751

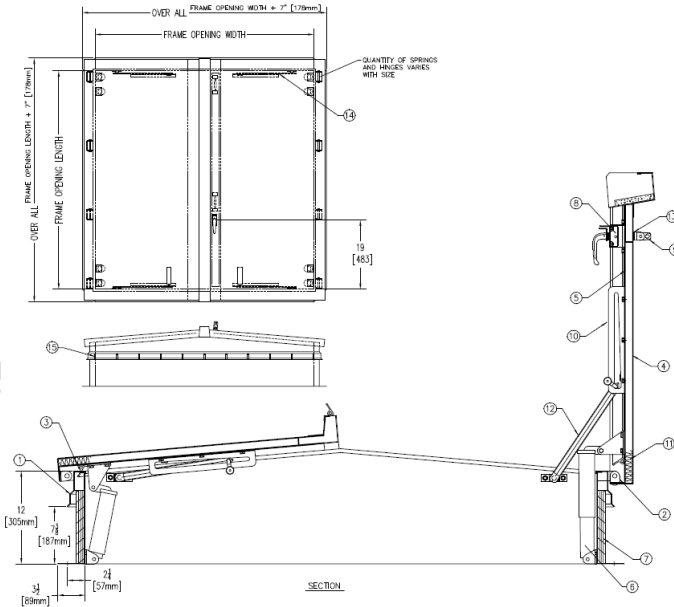
Fax: (609)396-1067

Outside of New Jersey (800)728-5345

24 Hours A Day Phone (800)728-5345 / Fax: (609)396-1067

New York State Cert
Service-Disabled Veteran-Owner

3.D.4.a

Quote #: Q23021TR1		Quote	Date: 7/31/2023	Quote #: Q23021TR1	
Customer: Asbury Park WWTP			Attn: Rudy Corona		
Address: 1700 Kingsley St. Asbury Park, NJ 07712		Fax:	Phone: (732) 921-1074 e-mail: rudy.corona@cityofasburypark.com		
Qty	Line	Description	Unit	Extended	
1	1	G.M.H. Associates of America, Inc. will supply all Labor, Supervision, Materials and equipment to do the following:			
1	2	Provide Roof Access Hatch. - Customer to identify and mark out, all possible utilities embedded in concrete roofing and move existing components in affected area. - Cut existing concrete roof for access to remove existing equipment and install new equipment. Saw Cut 7' X 7' X 8"-12" Thick Roof Slab; Core Drill (4) 1"-2" Core Holes For Rigging Saw Requires A Minimum Of 36" Of Clearance Away From The Cut Line To Mount Track. Water Provided By Customer Within 150' Of Cutting Location. Customer to Clear Space Adjacent To Cutting Area in order to Locate Our Towable Generator Or Hydrapac and Crane Customer Responsible For Water & Slurry Control - Install Galvanized Steel Channel to support roof panels. Channels to be attached to existing panels using SS All thread. - Install 84" Aluminum Roof Hatch  84" x 84" Steel Curb and Aluminum Cover, Equipment Access Roof Hatch (Double Leaf) - 7' 0.00 X 7' 0.00 - 11 GA ALUMINUM DOUBLE COVER - 11 GA ALUMINUM CURB - 12" HIGH CURB W/ CAP FLASHING - SPRING LATCH W/PADLOCK HASPS IN & OUT - MILL FINISH COVER & CURB - ZINC PLATE STEEL & COMPOSITE HARDWARE			

1

4

Replace Center Column and Torque Cage



1

5

New Center Column and torque Cage to be designed and fabricated using A36 Steel and Hot Dip Galvanized Coated. G.M.H. Associates of America, Inc will provide a 15 year warranty on the coating.

Replace Still Well



1 6 New Still Well to be designed and fabricated using A36 Steel and Hot Dip Galvanized Coated. G.M.H. Associates of America, Inc will provide a 15 year warranty on the coating.

7 Replace Bridge



1 8 New Bridge and handrails to be designed and fabricated using A36 Steel and Hot Dip Galvanized Coated. G.M.H. Associates of America, Inc will provide a 15 year warranty on the coating.

1 9 Replace Squeegees

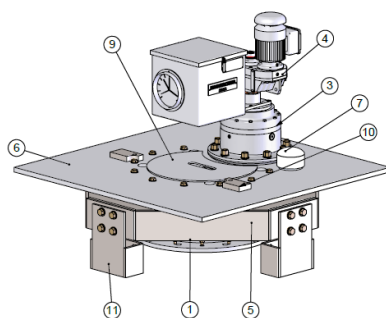


1 10 Fabricate and Install new Squeegees

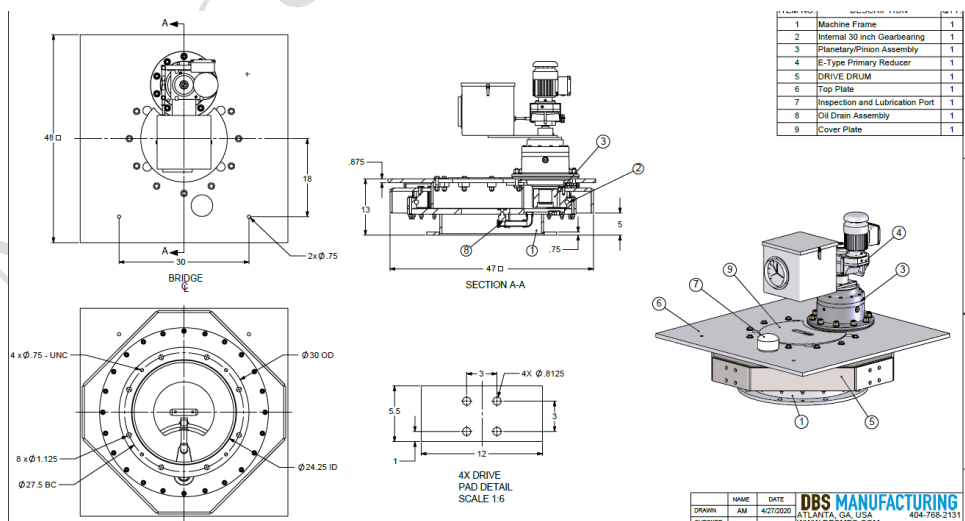
1. Remove existing squeegees
2. Inspect existing Backing Strips for wear and reusability
3. Install ¼ x 6” Neoprene
4. Install ¼ x 4” Polypropylene.
5. Turn over to customer



1 12 Replace Existing Walker Drive Unit with New DBS Manufacturing DBS D30 AE Drive Unit .



ITEM	DESCRIPTION	QTY.
1	Machine Frame	1
2	Internal 30 inch Gearbearing	1
3	Planetary/Pinion Assembly	1
4	E-Type Primary Speed Reducer	1
5	Drive Drum	1
6	Top Plate	1
7	Oil Fill & Inspection	1
8	Oil Drain Assembly	1
9	Cover Plate	1
10	Bridge Pad	2
11	Drive Drum Pad Adapter	4



Typical Layout

3.D.4.a

13

Replace Existing Weirs and Baffles



14

G.M.H. Associates of America, Inc. will replace the existing Weirs and Baffles with FRP Baffles and weirs. Existing supports will be reused (Where possible)





- 15
1. G.M.H. Associates of America, Inc. will set up for Confined Space Entry and Lock Out / Tag Out at Customer Provided Locations to establish Zero Energy State.
 2. G.M.H. Associates of America, Inc. will remove all electrical connections from existing drive unit and remove all conduit from bridge.
 3. G.M.H. Associates of America, Inc. will erect crane for removal of components through new roof hatch and provide a dumpster for disposal of removed components and concrete.
 4. G.M.H. Associates of America, Inc will remove all mechanism parts for disposal.
 5. G.M.H. Associates will install new Center Column, Torque Cage, New Still Well, New Rake Arms, New Drive Unit, New Explosion Proof Control Panel, Conduit and New Bridge.
 6. G.M.H. Associates of America, Inc will fill main turntable with oil as per PVSC Contract.
 7. G.M.H. Associates of America, Inc. will install new conduit and wiring from the new Control Panel and connect the electrical wiring to the new drive Unit.
 8. Test run and turn over to customer.

16 **Total Price this Quote**

\$593,207.62

Questions Posed and Answers to previous discussed items.

Is there a main control panel with disconnect switch? **Yes, We are furnishing a New Explosion Proof Control Panel. This is added to the original quote.**

What feature does the panel have for alarm and shutdown? **The Control Panel is fitted with a local alarm and Shut Down which is controlled by the Ashcroft Switch in the Torque Mechanism on the Drive Unit.**

Any outputs to future SCADA system? If yes, what is NEMA enclosure rating and where mounted?

It can be fitted with outputs for a SCADA system, but we would need to know what SCADA system there is or that is wanted. It would be a NEMA 4X Enclosure

Breakout Material and Labor Costs

This is being presented at a Lump Sum Quote under the PVSC Co-Op Guidelines

An aluminum cover should last long term in this application even with no covers on the gravity thickener or sludge holding tanks assuming the current supply and exhaust ventilation, but hardware and other components should be 304 SS or something more corrosion resistant than zinc plated steel. Consider all 304 SS construction option if available.

The Hardware and Fasteners are 304 SS

Remove, demolish and replace the existing concrete slab in according to opening size as per project specifications. Wall Saw/Chain Saw at cut lines as per details. Install Galvanized Steel beams with anchorage to existing concrete beams. Install 84" Aluminum Roof Hatch. Install new roofing membrane including the interface treatment with the existing proofing.

The Proposed Roof Hatch will have flashing which will interface with existing roof membrane

Demolishing concrete masonry walls at north door with the required dimensions. Install 12' W overhead door including the overhead necessary galvanized steel beam and its fixation.

This is not part of our Proposal

Project schedule to account for Engineer review of shop drawings.

A complete schedule of values will be provided along with shop drawings for approval, after receipt of a Purchase Order.

List thickness of center column steel. Reinforcement to 115% full load torque?

The Center Column is always constructed with a minimum of 1/4" Thick A36 Steel.

State the diameter of the still (feed) well.

Ø 9'-0

List center drive motor hp. Motor needs to be rated for Class I, Div. 1.

1/2HP Motor and is Class 1, Div 1. This is an explosion proof motor

State operating and momentary peak torque ratings in ft-lbs of the center drive.

D30 AE Drive has an Operating Torque of 16,000 ft-lbs and a Momentary Peak of 30,000 ft-lbs

State materials of construction for center drive top plate and other steel components to ensure corrosion resistance.

DBS PAINT SPECIFICATION

Tnemec Endura-Shield II 73 Topcoat / Tnemec Omnithane Series 1 Primer Two Coat System

Materials:

1. Prime coat—Tnemec Omnithane Series 1 modified aromatic polyurethane primer, color grayish green.
2. Topcoat—Tnemec Endura-Shield II 73 semi-gloss aliphatic acrylic polyurethane, color ANSI 70 light gray, Tnemec Color 32GR Light Grey.
3. Thinner/cleanup—Series 1: #2 Thinner for temperature below 80°F (27°C); #3.

Thinner for temperature above 80°F (27°C). 1074: #42 Thinner for temperature below 80°F (27°C); #48 Thinner for temperature above 80°F (27°C). Series 46H-413: #2 Thinner.

Surface Preparation:

1. Remove all weld splatters. Deburr all edges to about 0.030 R. Remove other foreign material using hand and machine processes.
2. Abrasive blast to a minimum of SSPC-SP10, near-white blast cleaning.
3. Degrease with detergent and solvent. Final wash with isopropyl alcohol.

Material application:

1. Hand brush primer on exposed pipe threads, rough welds and inaccessible areas which will not be adequately covered with sprayed on paint. Pre-brush paint into exposed non-welded seams and joints as applicable, prior to spray.
2. Follow coating manufacturer's recommendation for mixing and spraying material.
3. Spray edges first to assure edge coverage.
4. Apply at least one full coat of primer followed by one full topcoat of paint for a combined total of 4.5 mils minimum dry film thickness as follows:
 - Prime coat 2.5-3.5 mils recommended dry film thickness. Allow primer to cure dry and firm to the touch, usually 24 hours prior to topcoat.
 - Top coat 2.0-3.0 mils recommended dry film thickness.
 - If required, apply a second topcoat to achieve 4.5-6.5mils recommended dry film thickness.

List center drive bearing type and B-10 life.

Ball, 4-pt contact, L10 Over 2,000 hrs.

******NOTE******

- 1.) All the above information is restricted and confidential and is supplied to help the customer evaluate this quote and work procedure. Any dissemination either in whole or in part without G.M.H. Associates of America, Inc.'s express written authorization is expressly forbidden.
- 2.) All pricing per PVSC Co-Op Contract **B331-5**
- 3.) Estimates and Quotes are billed at time and materials per contract rates plus Overtime, Emergency and Holiday adders +/-25%..



Visa, MasterCard, American Express and Discover now accepted with 3% Service Charge.

Freight: Included with installation quote section acceptance. Delivery: Per factory (26-30 weeks) Taxes: Not applicable.

Permits, Fees and Licenses: Additional if applicable.

Terms: 33% with order to hold construction date, do shop and site engineering, pre-construction meeting, stage materials and subcontractors. 23% with upon drawing approval. Balance net 30 days for construction and new drive contracts. 1/3 with order to do shop and site engineering, pre-manufacturing, stage and order materials and subcontractors (if any). 1/3 with delivery. Balance net 30 days for remanufactured supply contracts. (Above contingent on credit approval, emergency and first time customer orders C.O.D. 2%/month, 24%/year service charge on all invoices paid past the due date. Trenton, NJ Mercer County will hold judicial jurisdiction for any collection litigation, if any. Reasonable collection and attorney's fees will be paid by the customer, if any. Payment outside of terms will affect warrantee. Quotes and Estimates valid for 30 days.

***** MATERIALS SUPPLY NOTES *** (If applicable)**

- 1.) The followings listed items are not included with any of the foregoing equipment unless specifically itemized.

- A.) Handrail at tank center.
- B.) Launder support rods and channels.
- C.) Spare Parts.
- D.) Electrical Controls, instrumentation, lighting, wiring, starters, intrinsically safe relays for overload alarm switches or push-button stations.
- E.) Access ladders, ships ladder, stairs, platforms, kick plates, and peripheral handrail or cover plates.
- F.) Piping, pipe support, valves or couplings.
- G.) Lubricants and sealant. For compatibility reasons. Lubricants will be installed if supplied by owner.
- H.) Hauling, unloading, erection, installation or storage unless specifically noted.
- I.) Installation or erection supervision.
- J.) Templates.
- K.) Covers or Domes.
- L.) Field painting except touch up of primer or finish coat with red oxide primer.
- M.) Weirs and or Baffles.
- N.) Test Equipment.

REBUILDS

Prices for rebuilds assume all shafts, housings, impellers, gears, and non-normal wear components are reusable as is. Price includes all new seals, bearings, gaskets, paint and miscellaneous hardware for a complete rebuild. Additional repairs to make parts reusable or replacement parts will be at additional expense.

PAINTING

Motors and similar manufactured items will receive the manufacturer's standard surface preparation and painting.
Structural steel: Primer only unless otherwise noted. Primer touch up only.

SERVICES

We can furnish the services of a DBS factory authorized engineer from G.M.H. Associates of America, Inc. after in has been substantially installed by others or to supervise the installation. This will be furnished as per the attached engineering rate schedule.

DRAWINGS

We shall furnish necessary drawings for the equipment supplied, as well as operation/maintenance instructions for the individual items of equipment included in this proposal. Our price does not include a comprehensive manual suitable for training personnel in the operation of the total system or treatment process.

SAFETY

The Seller will furnish the safety devices specified in this proposal but exceeding these the Seller shall not be required to furnish or install any safety devices whether required by law or otherwise. The buyer hereby agrees to indemnify and hold harmless the Seller from any claims or losses arising due to alleged or actual insufficiency, whether equipment supplied hereunder.

WARRANTEE

G.M.H. Associates of America, Inc. will supply our standard warrantee from date of delivery for two (2) full years on all parts and labor supplied by G.M.H. Associates of America, Inc. on remanufactured pumps, gearboxes, motors and other related mechanical drive train components. We will further extend to DBS Manufacturing Main Turntables for clarifier and thickener drive units a ten (10) year labor warrantee along with the DBS materials warrantee on the gearbox disassembly and replacement in our shop. Additionally G.M.H. Associates of America, Inc. offers a similar five (5) years labor warrantee along with the DBS materials warrantee on the rotary distributor main support bearing for the disassembly and replacement in our shop. Failure to properly maintain and operate rebuilt equipment will void the warrantee. Prompt notification of suspect equipment is required and the customer must minimize the damage by taking off line as soon as possibility of equipment failure is noted. Field labor, when supplied, will be at additional expense to cover mobilization and additional time due to field related conditions, cranes, weather, special tools, etc.

CONSEQUENTIAL AND LIQUIDATED DAMAGES

G.M.H. Associates of America, Inc. will not accept any consequential or liquidated damages that may be incurred by the customer. Only demurrage or penalties specifically noted in the quote scope text will be accepted if any.

*** GENERAL AND ERECTION NOTES ***

- 1.) We will work a standard 40 hour week excluding Saturdays, Sundays and Holidays.
- 2.) We will not be responsible for delays caused from acts of God, strike, wars, riots or any other delay that is beyond the control of G.M.H. Associates of America, Inc.
- 3.) Any delays that occur during the course of the job will be billed at G.M.H. Associates of America, Inc. time and materials rate.
- 4.) If excavating is quoted, it is assumed the substrate is sand, gravel, dirt or clay mix. Any obstructions encountered such as buried concrete structures, rock, shale, or other non-ditch witch-able materials will be at additional expense unless acknowledged in the quote scope of work.

- 5.) On all quotes where the customer does not supply G.M.H. Associates with a written, clear, complete and concise project work the G.M.H. Associates description of work scope will stand as the controlling limit of work contemplated and required for completion of said quote.
- 6.) We have not included any sales tax.
- 7.) Our price is based on current labor rates.
- 8.) We have based our price on electrical disconnect and reconnect by others and assumes all conduit, wire, sealite, controls etc. is reusable.
- 9.) All fabrications including drive cage, center column, rake arms, influent well, scrapers and appurtenant equipment by O.E.M.
- 10.) We have not included the cost of any foundation work.
- 11.) We have based our proposal on using a 75 ton crane at \$3250/day with 9 days for travel and work necessary to remove roof section set gearbox and structural steel, if a larger crane is needed the additional cost will be at the expense of the owner. From site plans and drawings supplied by the owner we assume we have access right up to the side of the tank for cranes and equipment.
- 12.) We have based our price on touch-up painting only, all new factory fabrications are coming with finish paint (unless otherwise noted), any structural that is being reused and the coating systems are damaged during the course of G.M.H. Associates of America, Inc.'s work will receive a red oxide primer touch-up only.
- 13.) We have based our proposal on minimal structural steel for temporary false work.
- 14.) We have not based our proposal on any platform work or structural modifications. We assume a direct bolt-in retrofit save for minor field fitting.
- 15.) We have not based our proposal on any work associated with the tank, weirs or launder troughs as part of this quote.
- 16.) Prices do not include freight, site unloading, storage, installation, removal or disposal unless specified or if installed.
- 17.) Engineering contract superintendent and tradesman time and materials rates for additional authorized work as per attached rate sheets.
- 18.) Two complete sets of blueprints/drawings, descriptive literature, operation and maintenance manuals and setup and erections drawings supplied by original equipment manufacturer must be supplied to G.M.H. Associates of America, Inc. for reference, engineering and work-up.
- 19.) Installation price includes all labor to unload on site materials and supplied by G.M.H. Associates of America, Inc. prior to installation and work.
- 18.) On site electrical and water utilities to be made available to G.M.H. Associates of America, Inc. and its subcontractors as may be necessary.
- 20.) Tank access and availability to be maintained and guaranteed by customer. Tank dewatering, hose down and clean out unless quoted and accepted by G.M.H. Associates of America, Inc. and its subcontractors to be completed and maintained by customer. Delays may be at additional expense.

Thank you for this opportunity to serve you.

EXPEDITE AND EMERGENCY SERVICE DEPENDING ON FACTORY AND SHOP SCHEDULES AT TIME OF ORDER, MAY NOT BE AVAILABLE. CHECK WITH FACTORY REPRESENTATIVE FOR AVAILABILITY.

I have read the above specifications, terms and conditions and accept them in scope and quantity. I hereby authorize the work to begin.

Customer Representative Name: _____ Title: _____ Date: _____

I will adhere to the above specifications, terms and conditions and warrant all materials and labor supplied by G.M.H. Associates of America, Inc. for a period of 90 days unless manufacturer's warranty is different.

Name: Anthony "Tony" Genniro Title: Vice President Customer Service & Sales Date: 7/31/2023
 tgeniro@gmhassociates.com

Any deviation from the above specifications, terms and conditions must be duly authorized and may be at additional expense.

G.M.H. Associates of America, Inc. proudly represents:





Protected by multiple US/Intl. Patents & 50 Trade secrets



G.M.H. Confidential Correspondence

Attachment: GMH THICKENER MECHANISM & DRIVER UNITS (2023-405 : Awarding a contract to G.M.H for WWTP Thickener Mechanism and



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 9, 2023
RESOLUTION SUMMARY

2023-406

Awarding a bid for Roadway Improvement Program to S. Brothers in the amount of \$5,031,168.35 utilizing Capital Funds. This is for the reconstruction of Monroe Avenue (Memorial to Prospect), Comstock Street (Prospect to Asbury) and Eighth Avenue (Deal to Kingsley) which will include pavement, curb, sidewalk, drainage improvements and replacement of sanitary sewer mains and laterals on all three roadways.



RESOLUTION NO. 2023-406

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION AWARDING A BID FOR ROADWAY IMPROVEMENTS PROGRAM

WHEREAS, the City of Asbury Park duly advertised on Wednesday, May 24, 2023 for the receipt of bids for 2022 Roadway Improvement Program; and

WHEREAS, three (3) bids were received on Thursday, June 15, 2023 and reviewed by the City Architect, City Attorney and Director of Purchasing; and

WHEREAS, the City reserves the right to award the contract to the lowest responsible bidder which best serves the City's operating needs and;

WHEREAS, it is the desire of the governing body to award a contract for 2022 Roadway Improvement Program to S. Brothers, Inc. in the amount of five million thirty-one thousand one hundred sixty-eight and thirty-five cents (\$5,031,168.35); and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts C-04-55-998-169-001. The maximum dollar value of the pending contract is as set forth in the resolution.

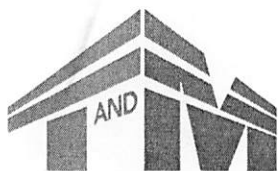
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey that it hereby awards a contract to S. Brother, Inc. for 2022 Roadway Improvement Program.

NOW, THEREFORE BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the Director of Capital Projects and Public Facilities, CFO, City Manager and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-406 which was finally adopted by the City Council at a meeting held on the 9th day of August, 2023

CERTIFIED BY ME THIS 10th DAY OF August, 2023.

LISA ESPOSITO
CITY CLERK



YOUR GOALS. OUR MISSION.

ASPK-00785

June 20, 2023
(Via email)

Ms. Donna M. Vieiro, City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

**Re: City of Asbury Park
2022 Roadway Improvement Program
Monroe Avenue, Comstock Street, & Eighth Avenue
Recommendation to Award Bid**

Dear Ms. Vieiro:

On Thursday, June 15, 2023, three (3) bids were received for the above referenced project. This project consists of the reconstruction of Monroe Avenue (Memorial Drive to Prospect Avenue), Comstock Street (Prospect Avenue to Asbury Avenue), and Eighth Avenue (Deal Lake Drive to Kingsley Street), which will include pavement, curb, sidewalk, drainage improvements, and replacement of sanitary sewer mains and laterals on all three roadways.

A bid summary is provided below, and complete bid tabulation is attached for your reference.

	Proposal A	Proposal B	Add Alt 1	Add Alt 2	Grand Total
S. Brothers	\$2,885,436.90	\$2,106,727.45*	\$22,344.00	\$16,660.00	\$5,031,168.35
Lucas Brothers	\$3,342,905.75*	\$2,470,712.25*	\$15,000.00	\$10,000.00	\$5,838,618.00
Black Rock	\$3,320,277.37	\$2,777,266.12	\$17,778.56	\$9,689.28	\$6,125,011.33
Engineer's Est.	\$2,864,725.00	\$2,391,247.50	\$16,740.00	\$8,370.00	\$5,281,082.50

* Corrected Amount

The apparent low bidder is S. Brothers, Inc., P.O. Box 317, South River, NJ 08882. T&M has worked with S. Brothers, Inc. on past projects in Monmouth County and find their work to be satisfactory. We have also contacted the apparent low bidder to confirm he is prepared to proceed.

Based upon the above, T&M recommends that the City award the contract to the low bidder, S. Brothers, Inc., for the project bid amounts for Proposal A, Proposal B, Alt 1, and Alt. 2 for the total amount of **\$5,031,168.35**.

Award of the contract should be made contingent upon certification of the availability of funds by the CFO, review of the bid package by the City Attorney, and concurrence of award by the New Jersey Department of Transportation.



ASPK-00785
June 20, 2023
Page 2 of 3

Le: Donna M. Vieiro, City Manager

Re: 2022 Roadway Improvement Program
Recommendation to Award Bid

If you have any questions or require additional information, kindly advise.

Very truly yours,

T&M ASSOCIATES



JASON D. HARZOLD
CLIENT MANAGER / PRINCIPAL PROJ. MGR.
On Behalf of:
FRANCIS W. MULLAN, P.E., C.M.E.,
ASBURY PARK CITY ENGINEER

FWM:JDH:ps

Enclosures

Cc: Via Email to:
JoAnn Boos, CFO
Tracy Lizardi, City Purchasing Agent
Lisa Esposito, City Clerk
Robert Bianchini, Director of Public Facilities and Capital Projects
James Bonanno, Transportation Manager
Frederick C. Raffetto, City Attorney
James Foster, Treasurer

Attachment: 2022 ROADWAY IMPROVEMENT PROGRAM BID (2023-406 : Awarding a Bid for Roadway Improvement Program)



ASPK-00785
June 20, 2023
Page 3 of 3

Le: Donna M. Vieiro, City Manager

Re: 2022 Roadway Improvement Program
Recommendation to Award Bid

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Attachment: 2022 ROADWAY IMPROVEMENT PROGRAM BID (2023-406 : Awarding a Bid for Roadway Improvement Program)

BID SUMMARY 2022 ROADWAY IMPROVEMENT PROGRAM CITY OF ASBURY PARK ASPK-00785 JUNE 15, 2023				Engineer's Estimate		S. Brothers, Inc. P.O. Box 317 South River, NJ 08882		Lucas Brothes, Inc. 80 Amboy Road Morganville, NJ 07751		Black Rock Enterprises 1316 Englishtown Road Old Bridge, NJ 08857	
NO.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST
B43	Subbase, Soil Aggregate 1-3 (If & Where Directed)	CY	300	\$20.00	\$6,000.00	\$0.01	\$3.00	\$18.00	\$5,400.00	\$1.00	\$300.00
B44	Manhole, Sanitary Sewer, 4' Diameter	UNIT	8	\$7,500.00	\$60,000.00	\$7,900.00	\$63,200.00	\$19,000.00	\$152,000.00	\$12,750.00	\$102,000.00
B45	8" PVC Sewer Pipe	LF	2,315	\$100.00	\$231,500.00	\$130.00	\$300,950.00	\$120.00	\$277,800.00	\$145.00	\$335,675.00
B46	6" PVC Sewer Pipe	LF	210	\$85.00	\$17,850.00	\$130.00	\$27,300.00	\$55.00	\$11,550.00	\$85.00	\$17,850.00
B47	4" PVC Sewer Pipe	LF	1,650	\$65.00	\$107,250.00	\$60.00	\$99,000.00	\$50.00	\$82,500.00	\$105.00	\$173,250.00
B48	Sanitary Sewer Service Connection	UNIT	45	\$250.00	\$11,250.00	\$400.00	\$18,000.00	\$1,500.00	\$67,500.00	\$1,000.00	\$45,000.00
B49	Sanitary Sewer Cleanout	UNIT	45	\$500.00	\$22,500.00	\$400.00	\$18,000.00	\$1,600.00	\$72,000.00	\$875.00	\$39,375.00
B50	Traffic Signs, R1-1	UNIT	8	\$300.00	\$2,400.00	\$270.00	\$2,160.00	\$300.00	\$2,400.00	\$300.00	\$2,400.00
B51	Traffic Signs, W11-1	UNIT	1	\$300.00	\$300.00	\$270.00	\$270.00	\$300.00	\$300.00	\$300.00	\$300.00
B52	Traffic Signs, W16-1P	UNIT	1	\$300.00	\$300.00	\$85.00	\$85.00	\$85.00	\$85.00	\$285.00	\$285.00
B53	Traffic Signs, R3-17	UNIT	3	\$300.00	\$900.00	\$85.00	\$255.00	\$85.00	\$255.00	\$285.00	\$855.00
B54	Traffic Signs, R3-17aP	UNIT	2	\$300.00	\$600.00	\$85.00	\$170.00	\$85.00	\$170.00	\$250.00	\$500.00
B55	Traffic Signs, R3-17bP	UNIT	1	\$300.00	\$300.00	\$85.00	\$85.00	\$85.00	\$85.00	\$285.00	\$285.00
B56	Traffic Markings, Long Life Thermo, 4" Wide, White	LF	8,880	\$4.00	\$35,520.00	\$1.00	\$8,880.00	\$0.85	\$7,548.00	\$0.83	\$7,370.40
B57	Traffic Markings, Long Life Thermo, 4" Wide, Yellow	LF	960	\$4.00	\$3,840.00	\$1.00	\$960.00	\$0.85	\$816.00	\$0.83	\$796.80
B58	Traffic Markings, Long Life Thermoplastic, 24" Wide, White (Stop Bars)	LF	200	\$6.00	\$1,200.00	\$5.00	\$1,000.00	\$5.20	\$1,040.00	\$6.00	\$1,200.00
B59	Traffic Markings, Long Life Thermoplastic, 24" Wide, White (Crosswalks)	LF	1,005	\$6.00	\$6,030.00	\$5.00	\$5,025.00	\$5.20	\$5,226.00	\$6.00	\$6,030.00
B60	Traffic Markings, Long Life Thermoplastic, Symbols	SF	525	\$8.00	\$4,200.00	\$10.00	\$5,250.00	\$10.35	\$5,433.75	\$10.00	\$5,250.00
B61	Traffic Markings, Long Life Epoxy Resin, White Stenciled Text	SF	230	\$8.00	\$1,840.00	\$10.00	\$2,300.00	\$10.35	\$2,380.50	\$10.00	\$2,300.00
B62	Borrow Topsoiling, 5" Thick	SY	14,980	\$5.00	\$74,900.00	\$0.01	\$149.80	\$3.00	\$44,940.00	\$5.00	\$74,900.00
B63	Seeding and Fertilizing, Type G	SY	14,980	\$2.00	\$29,960.00	\$0.01	\$149.80	\$0.95	\$14,231.00	\$1.50	\$22,470.00
B64	Straw Mulching	SY	14,980	\$1.00	\$14,980.00	\$0.01	\$149.80	\$0.90	\$13,482.00	\$1.00	\$14,980.00
B65	Inlet Filter, Type 1	UNIT	6	\$200.00	\$1,200.00	\$1.00	\$6.00	\$60.00	\$360.00	\$250.00	\$1,500.00
Total - Proposal B					\$2,391,247.50		\$2,106,727.45		\$2,470,712.25		\$2,777,266.12

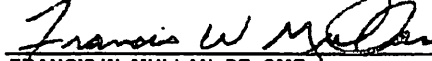
Note: Corrected Amounts are Highlighted

Attachment: 2022 ROADWAY IMPROVEMENT PROGRAM BID (2023-406 : Awarding a Bid for Roadway

BID SUMMARY 2022 ROADWAY IMPROVEMENT PROGRAM CITY OF ASBURY PARK ASPK-00785 JUNE 15, 2023				Engineer's Estimate		S. Brothers, Inc. P.O. Box 317 South River, NJ 08882		Lucas Brothes, Inc. 80 Amboy Road Morganville, NJ 07751		Black Rock Enterprises 1316 Englishtown Road Old Bridge, NJ 08857	
NO.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST
	Add Alternate 1 - Monroe Ave & Comstock St										
A1-1	Tack Coat	GAL	20	\$3.00	\$60.00	\$10.00	\$200.00	\$5.90	\$118.00	\$15.00	\$300.00
A1-2	HMA Surface Course, 9.5M64 (Speed Hump)	TON	40	\$125.00	\$5,000.00	\$320.00	\$12,800.00	\$180.00	\$7,200.00	\$250.00	\$10,000.00
A1-3	Traffic Signs, W17-1 (Speed Hump)	UN	16	\$300.00	\$4,800.00	\$4.00	\$64.00	\$300.00	\$4,800.00	\$294.12	\$4,705.92
A1-4	Traffic Signs, W16-7P (Arrow)	UN	8	\$300.00	\$2,400.00	\$400.00	\$3,200.00	\$63.00	\$504.00	\$61.04	\$488.32
A1-5	Traffic Signs, W16-9P (Ahead)	UN	8	\$300.00	\$2,400.00	\$400.00	\$3,200.00	\$63.00	\$504.00	\$61.04	\$488.32
A1-6	Traffic Markings, Long Life Thermoplastic, 4" Wide, White (Speed Hump)	LF	120	\$4.00	\$480.00	\$8.00	\$960.00	\$1.75	\$210.00	\$1.66	\$199.20
A1-7	Traffic Markings, Long Life Thermoplastic, 12" Wide, White (Speed Hump)	LF	320	\$5.00	\$1,600.00	\$6.00	\$1,920.00	\$5.20	\$1,664.00	\$4.99	\$1,596.80
	Total Add Alternate 1				\$16,740.00		\$22,344.00		\$15,000.00		\$17,778.56
	Add Alternate 2 - Eighth Avenue										
A2-1	Tack Coat	GAL	10	\$3.00	\$30.00	\$30.00	\$300.00	\$5.90	\$59.00	\$25.00	\$250.00
A2-2	HMA Surface Course, 9.5M64 (Speed Hump)	TON	20	\$125.00	\$2,500.00	\$400.00	\$8,000.00	\$305.00	\$6,100.00	\$285.00	\$5,700.00
A2-3	Traffic Signs, W17-1 (Speed Hump)	UN	8	\$300.00	\$2,400.00	\$400.00	\$3,200.00	\$300.00	\$2,400.00	\$294.12	\$2,352.96
A2-4	Traffic Signs, W16-7P (Arrow)	UN	4	\$300.00	\$1,200.00	\$300.00	\$1,200.00	\$63.00	\$252.00	\$61.04	\$244.16
A2-5	Traffic Signs, W16-9P (Ahead)	UN	4	\$300.00	\$1,200.00	\$450.00	\$1,800.00	\$63.00	\$252.00	\$61.04	\$244.16
A2-6	Traffic Markings, Long Life Thermoplastic, 4" Wide, White (Speed Hump)	LF	60	\$4.00	\$240.00	\$20.00	\$1,200.00	\$1.75	\$105.00	\$1.66	\$99.60
A2-7	Traffic Markings, Long Life Thermoplastic, 12" Wide, White (Speed Hump)	LF	160	\$5.00	\$800.00	\$6.00	\$960.00	\$5.20	\$832.00	\$4.99	\$798.40
	Total Add Alternate 2				\$8,370.00		\$16,660.00		\$10,000.00		\$9,689.28
	TOTAL AMOUNT BID				\$5,281,082.50		\$5,031,168.35		\$5,838,618.00		\$6,125,011.33

Note: Corrected Amounts are Highlighted

I, FRANCIS W. MULLAN, P.E., C.M.E., ASBURY PARK CITY ENGINEER,
CERTIFY THAT THIS TABULATION IS ACCURATE AND CORRECT.


 FRANCIS W. MULLAN, PE, CME June 30, 2023
 NJ Professional Engineer License No. 24GE03828400 DATE

Attachment: 2022 ROADWAY IMPROVEMENT PROGRAM BID (2023-406 : Awarding a Bid for Roadway



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 9, 2023
RESOLUTION SUMMARY

2023-407

This renewal extends our contract with the State of New Jersey and allows us to continue our use of the garage for public parking on weekends and residential permits on all days.



RESOLUTION NO. 2023-407

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION FOR THIRD AND FINAL RENEWAL OF A CONTRACT WITH THE STATE OF NEW JERSEY FOR THE USE OF THE BANGS AVENUE GARAGE

WHEREAS, the New Jersey Department of Treasury, Division of Property Management and Construction (DPMC) entered into a five (5) year lease with the City of Asbury Park dated February 22, 2007, by which the City was permitted to use and occupy the Bangs Avenue garage at no cost to the City together with three (3) five (5) year renewals, a copy of the lease is attached; and

WHEREAS, the City is desirous to continue the lease agreement for the third and final renewal for the benefit of residents, businesses, and visitors; and

WHEREAS, attached to this Resolution is the existing lease agreement which shall not be changed as part of this renewal; and

WHEREAS, the City Manager is authorized to sign and documents related to the lease extension.

NOW, THEREFORE IT BE RESOLVED this 14th day of December by the Mayor and Council of the City of Asbury Park, Monmouth County, New Jersey, that the City shall hereby enter into a five (5) year lease for the usage of the Bangs Avenue Parking Garage and the City Manager is hereby authorized to sign any and all paperwork related to said lease agreement.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-407 which was finally adopted by the City Council at a meeting held on the 9th day of August, 2023

CERTIFIED BY ME THIS 10th DAY OF August, 2023.

LISA ESPOSITO
CITY CLERK

THIRD RENEWAL OF
AGREEMENT FOR USE AND OCCUPANCY
OF THE BANGS AVENUE PARKING GARAGE

THIS RENEWAL (the “Renewal”) is dated as of _____, by and among the NEW JERSEY DEPARTMENT OF THE TREASURY, DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION whose address is 33 West State Street, P.O. Box 034, Trenton, New Jersey 08625-0034 (“DPMC”) and the CITY OF ASBURY PARK, whose address is One Municipal Plaza, Asbury Park, New Jersey 07712 (“City”).

WITNESSETH

WHEREAS, the New Jersey Economic Development Authority, an instrumentality of the State of New Jersey (“NJEDA”) was the owner of real property located at 609 Bangs Avenue, Asbury Park, New Jersey (Block 120, Lot 2), commonly known as the Bangs Avenue Garage (the “Property”), having acquired title to the Property from the City by deed dated January 20, 2000; and

WHEREAS, pursuant to Ordinance No. 2531 adopted on September 1, 1999, the City’s sale of the property to NJEDA reserved to the City, subject to consent of bond counsel, rights to use the Property provided such use (1) did not interfere with DPMC’s utilization of the Property for its intended purpose and (2) was at the City’s cost to operate upon terms mutually agreeable to the City and DPMC;

WHEREAS, NJEDA rehabilitated the Property and entered into a certain Agreement and Lease (Asbury Park Office Building Project) with the State of New Jersey, Department of Treasury (“Treasury”) dated as of January 1, 2000 (the “Lease”); and

WHEREAS, pursuant to the requirement of Ordinance 2531, the Lease required DPMC, with the consent of NJEDA, to make available to the City space in the property in excess of the requirements of State departments, agencies and employees, provided: (i) such use did not have an adverse impact on the holders of any bonds issued in connection with the Property; (ii) the City indemnified DPMC and NJEDA for any loss or damage caused by the City’s use or occupancy of the Property; and (iii) the City provided insurance listing DPMC, NJEDA and the trustee, the Bank of New York (the “Trustee”), as additional insureds; and

WHEREAS, DPMC and the City, with the consent of the NJEDA, entered into a certain Agreement for Use and Occupancy (the “Agreement”) dated February 22, 2007, by which the City was permitted to use and occupy the Property on the terms contained in the Agreement for a period of five (5) years expiring on February 21, 2012 (the “Original Occupancy Term”) together with up to three (3) five (5) year renewal terms; and

WHEREAS, DPMC and the City entered into a certain First Renewal of the Agreement in 2014¹ by which the City was permitted to use and occupy the Property on the same terms contained in the Agreement for an additional five (5) year period retroactive to February 2012 and expiring on February 21, 2017 (the “First Renewal Term”) together with up to two (2) additional five (5) year renewal terms; and

WHEREAS DPMC and the City entered into a certain Second Renewal Agreement for Use and Occupancy dated September 28, 2017 (“Second Renewal”) by which the City was permitted to use and occupy the Property on the same terms contained in the Agreement for an additional five (5) years, with the commencement date of the second renewal being retroactive to February 2017 and expiring on February 22, 2022 (the “Second Renewal Term”) with one (1) remaining five (5) year renewal term; and

¹ The actual date the agreement was signed is unknown,

WHEREAS, on August 31, 2020, NJEDA conveyed all of its rights, title and interest in the Property to the State of New Jersey, Department of the Treasury; and

WHEREAS, the City has remained in occupancy of the Property since the expiration of the Second Renewal Term; and

WHEREAS, the City desires to continue to use and occupy the Property on the same terms and conditions in the Agreement as extended and has requested a third renewal of the Agreement; and

WHEREAS, DPMC agrees with the requested third renewal.

NOW, THEREFORE, the Parties to this Renewal in consideration of the terms contained in the Agreement, First Renewal Term, Second Renewal Term and this Third Renewal Term and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, agree as follows:

1. Term. Notwithstanding anything to the contrary contained in the Agreement, the term of the Agreement to use and occupy the property shall be extended for an additional five (5) year Renewal Term retroactive to February 22, 2022 and terminating on February 21, 2027, upon the same terms and conditions of the Agreement. The City shall notify DPMC not less than three (3) months prior to the expiration of this Third Renewal Term, or by November 21, 2026, of its desire to extend this agreement for a fourth renewal term. Unless the parties agree in writing to extend this Agreement, this shall be the third and final renewal term.
2. Binding Effect. All terms and conditions of the Agreement shall remain in full force and effect for this renewal term.

IN WITNESS WHEREOF, this Renewal has been duly executed as of the day and year first written above.

ATTEST:

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY
MANAGEMENT & CONSTRUCTION

Christopher Chianese, Director

ATTEST:

CITY OF ASBURY PARK

John Moor, Mayor

Approved as to Legal Form:
Matthew J. Platkin

By: _____
Tamara Loatman-Clark
Deputy Attorney General



Resolution of the City of Asbury Park

A Resolution to Renew a Contract with the State of New Jersey for Bangs Avenue Garage

Whereas, the New Jersey Department of Treasury, Division of Property Management and Construction (DPMC) entered into a lease with the City of Asbury Park dated February 22, 2007, by which the City was permitted to use and occupy the Bangs Avenue garage at no cost to the City together with up to three (3) five (5) year renewal terms, a copy of the lease is attached, and

Whereas, the City desires to continue the lease agreement for the benefit of residents, businesses, and visitors,

Now therefore be it resolved by the Mayor and City Council, that:

- 1.) The Mayor or City Manager are authorized to sign the attached renewal agreement
- 2.) The term of the agreement and the license to use and occupy the Bangs Avenue garage shall be extended for the initial five (5) year renewal term, retroactive to 2/22/2012 and terminating on 2/21/2017 upon the same terms and conditions of the original agreement.

Record of Council Vote on Final Passage			
COUNCIL PERSON	AYE	NAY	N.V
Mayor Myra Campbell	X		
Deputy Mayor Sue Henderson	X		
Council Member John Loffredo			X
Council Member John Moor	X		
Council Member Amy Quinn	X		

* absent

N.V.- Not Voting Abstain

✓ Indicates vote

ADOPTED: September 17, 2014


Stephen M. Kay, City Clerk.

Attachment: Original Lease Agreement Bangs Avenue Garage (2023-407 : Resolution to renew a contract with the State of New Jersey for the

FIRST RENEWAL OF
AGREEMENT FOR USE AND OCCUPANCY

THIS RENEWAL (the "Renewal") dated the day of , 2014, by and among the NEW JERSEY DEPARTMENT OF THE TREASURY, DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION whose address is 33 West State Street, P.O. Box 034, Trenton, New Jersey 08625-0034 ("DPMC") and the CITY OF ASBURY PARK, One Municipal Plaza, Asbury Park, New Jersey 07712 ("City").

WITNESSETH

WHEREAS, the New Jersey Economic Development Authority, an instrumentality of the State of New Jersey ("NJEDA") is the owner of real property located at 609 Bangs Avenue, Asbury Park, New Jersey (Block 120, Lot 2), commonly known as the Bangs Avenue Parking Garage (the "Property"), having acquired title to the Property from the City by deed dated January 20, 2000; and

WHEREAS, pursuant to Ordinance No. 2531 adopted September 1, 1999, the City's sale of the Property to NJEDA reserved to the City, subject to consent of bond counsel, rights to use the Property provided such use (1) did not interfere with DPMC's utilization of the Property for its intended purpose and (2) was at the City's cost to operate upon terms mutually agreeable to the City, DPMC and NJEDA; and

WHEREAS, NJEDA has rehabilitated the Property and entered into a certain Agreement and Lease (Asbury Park Office Building Project) with the State of New Jersey, Department of Treasury dated as of January 1, 2000 (the "Lease"); and

WHEREAS, pursuant to the requirement of Ordinance 2531, the Lease requires DPMC, with the consent of NJEDA, to make available to the City space in the property in excess of the

requirements of State departments, agencies and employees, provided: (i) such use does not have an adverse impact on the holders of any bonds issued in connection with the Property; (ii) the City indemnifies DPMC and NJEDA for any loss or damage caused by the City's use or occupancy of the Property; and (iii) the City provides insurance listing DPMC, NJEDA and the trustee, The Bank of New York, as additional insureds; and

WHEREAS, DPMC and the City, with the consent of the NJEDA, entered into a certain Use and Occupancy Agreement (the "Agreement") dated February 22, 2007, by which the City was permitted to use and occupy the Property on the terms contained in the Agreement for a period of five (5) years expiring on February 21, 2012 (the "Original Occupancy Term") together with up to three (3) five (5) year renewal terms; and

WHEREAS, the City has periodically remained in occupancy since the expiration of the Original Occupancy Term; and

WHEREAS, the City desires to continue to use and occupy the Property on the same terms and conditions contained in the Agreement and has requested a formal renewal of the Agreement; and

WHEREAS, DPMC, with the consent of the NJEDA, agrees with the requested renewal.

NOW, THEREFORE, the Parties to this Renewal in consideration of the terms contained in the Agreement and this Renewal and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, agree as follows:

1. Term. Notwithstanding anything to the contrary contained in the Agreement, the term of the Agreement and the license to use and occupy the property shall be extended for the initial five (5) year Renewal Term retroactive to February 22, 2012 and terminating on February 21, 2017, upon the same terms and conditions of the Agreement. The

City shall notify DPMC in writing not less than three (3) months prior to the end of the above term, or by November 21, 2016, of its desire to extend the Agreement for a second five (5) year renewal term.

2. Binding Effect. All terms and conditions of the Agreement shall remain in full force and effect for this renewal term.

IN WITNESS WHEREOF, this Renewal has been duly executed as of the day and year first written above.

ATTEST:

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT &
CONSTRUCTION



Steven Sutkin, Director

ATTEST:

CITY OF ASBURY PARK

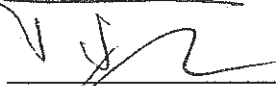


Myra Campbell, Mayor

Consented to on Behalf of:

THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

By:


Timothy Lizura
President & COO

Approved as to Legal Form:

JOHN J. HOFFMAN

ACTING ATTORNEY GENERAL OF NEW JERSEY

By: 

Gary A. Kotler

Deputy Attorney General

AGREEMENT FOR USE AND OCCUPANCY

THIS AGREEMENT dated the 22nd day of Feb., 2007, by and among the NEW JERSEY DEPARTMENT OF THE TREASURY, DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION whose address is 33 West State Street, P.O. Box 034, Trenton, New Jersey 08625-0034 ("DPMC") and the CITY OF ASBURY PARK, One Municipal Plaza, Asbury Park, New Jersey-07712 ("City").

WITNESSETH

WHEREAS, the New Jersey Economic Development Authority, an instrumentality of the State of New Jersey ("NJEDA") is the owner of real property located at 609 Bangs Avenue, Asbury Park, New Jersey (Block 120, Lot 2), commonly known as the Bangs Avenue Parking Garage (the "Property"), having acquired title to the Property from the City by deed dated January 20, 2000; and

WHEREAS, pursuant to Ordinance No. 2531 adopted September 1, 1999, the City's sale of the Property to NJEDA reserved to the City, subject to consent of bond counsel, rights to use the Property provided such use (1) did not interfere with DPMC's utilization of the Property for its intended purpose and (2) was at the City's cost to operate upon terms mutually agreeable to the City, DPMC and NJEDA; and

WHEREAS, NJEDA has rehabilitated the Property and entered into a certain Agreement and Lease (Asbury Park Office Building Project) with the State of New Jersey, Department of Treasury ("Treasury") dated as of January 1, 2000 (the "Lease"); and

WHEREAS, pursuant to the requirement of Ordinance 2531, the Lease requires DPMC, with the consent of NJEDA, to make available to the City space in the Property in excess of the

requirements of State departments, agencies and employees, provided: (i) such use does not have an adverse impact on the holders of any bonds issued in connection with the Property; (ii) the City indemnify DPMC and NJEDA for any loss or damage caused by the City's use or occupancy of the Property; and (iii) the City provide insurance listing DPMC, NJEDA and the trustee, The Bank of New York (the "Trustee"), as additional insureds; and

WHEREAS, bond counsel has opined that the use of the Property contemplated herein will not cause interest on bonds issued in connection with the Property to be includable in the gross income of any holder thereof for Federal income tax purposes, nor will it cause such interest to be treated as an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code of 1986, as amended and supplemented; and

WHEREAS, the City desires to use and occupy the Property on the terms contained in this Agreement.

NOW, THEREFORE, for and in consideration of the sum set forth in Paragraph 3 below, and in consideration of the agreements and undertakings set forth herein, DPMC agrees that the City may use and occupy the Property on the terms set forth hereinafter.

1. The Property. DPMC hereby grants to the City a license to use and occupy the Property on the terms and conditions hereinafter contained, together with all privileges, rights and interests appurtenant thereto. The Parties agree that this Agreement is not intended to and does not create a leasehold interest in the Property.

2. Term. The term of the aforesaid license to use and occupy the Property shall take effect immediately upon the written consent of NJEDA and shall terminate five (5) years therefrom, or upon the earlier termination of DPMC's right of possession under the Lease, or as otherwise set forth herein (the "Original Term"). Provided that the City is not in default hereunder, and upon written notice from the City, DPMC agrees to enter into negotiations to extend the term of this Agreement with respect to the use and occupancy of the Property in accordance with Paragraph 4(a)(ii) below for up to three (3) five (5) year renewal terms (each a "Renewal Term" and together with the Original Term, a "Term") upon the same terms and conditions as the Original Term. The City shall notify DPMC in writing not less than three (3) months prior to the end of each Term of its desire to extend the Agreement for a Renewal Term.

3. Payments. In consideration for the aforesaid license to use and occupy the Property, the City shall pay to DPMC the sum of \$1.00.

4. Use and Occupancy of the Property. The City, its officers, employees, agents, designees, invitees and patrons shall be entitled to use and occupy the Property for vehicular parking on the following terms and conditions.

- a) Hours of Use. Subject to DPMC's right to terminate this Agreement, in whole or in part, in accordance with the procedure more fully set forth in Paragraph 10 below, the City shall have the right to utilize parking spaces in the Property as follows:
 - (i) seventy-five (75) spaces on a 24 hour per day, seven days per week basis. In the City's discretion, such spaces may be marked or dedicated for use by the City or any City licensee; provided however that during the Original Term,

upon mutual agreement of the parties and consent of the Authority's bond counsel, the City and DPMC may increase the number of spaces available to the City under this clause if DPMC's use of spaces within the Property are lower than anticipated; and

- (ii) all available parking spaces in the Property between the hours of 6 p.m. and 7 a.m. on weekdays and 24 hours per day on Saturdays, Sundays and State of

New Jersey holidays, less fifty (50) spaces that are reserved for the exclusive use of State vehicles and/or State employees at all times.

- (iii) The hours for City usage as set forth in 4(a)(i) and (ii) above are hereinafter referred to as "Authorized City Hours." The City shall have the right to establish parking fees, rates and charges in accordance with subsection (d) below, provided, however, that parking provided under Paragraph 4(a)(ii) above shall be made available to the general public on a first come, first served basis at a generally applicable schedule of parking rates.

- (iv) Subject to DPMC's practice of making 12 spaces available for use by a law firm in proximity to the Property and DPMC's right to reserve 25 parking spaces during state business hours for use as visitor parking, for any parking spaces not available to the City under clauses (i) and (ii) above, DPMC hereby covenants not to compete with the City in providing parking to residents of the City or the general public on an hourly, weekly, monthly or yearly basis.

b) Location of Spaces. At its election, DPMC may designate the location of spaces made available for City use as specified in 4(a)(i) above, in order to maintain separate areas for State employee and State vehicle parking. Notwithstanding the above, DPMC agrees that it will collaborate and cooperate with the City in making any determination regarding the location of City parking spaces so as to minimize to the greatest extent possible, enforcement and operational concerns for City residential, commercial and retail parkers.

c) Alteration Costs. The parties acknowledge that it will be necessary to make alterations to the Property in order to accommodate public parking during the Authorized City Hours. The Alterations shall be designed by the City engineer in consultation with DPMC and the Property Manager. Within fifteen (15) days following the development and agreement by the parties with respect to the Alteration specifications, the City shall give notice to DPMC and the Property Manager of its intent to construct the Alterations. All costs of the Alterations shall be at the City's sole expense and the Alterations shall remain the property of the City. The City shall pay to workers employed to construct and install the Alterations, no less than the prevailing wage rate, as established for the Asbury Park locality pursuant to the Prevailing Wage Act (N.J.S.A. 34:11-56.25, et seq.).

d) Ingress, Egress, Rates and Fares -- (1) Subject to the restriction set forth in Paragraph 4(a)(iii) above, the City shall have the right, from time to time, to establish a schedule of parking rates, fees and charges to be charged and collected from licensees and users of the Property. To enforce such rates and charges, the City, at its own cost and expense, shall hire employees or procure the services of a company or utilize technology to collect such rates and charges (collectively, the "Operator"). If the City decides to procure a company to serve as Operator, such

company shall be selected pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; provided, however, the City shall not engage or hire any private company to service at the Property as Operator unless and until the Authority (with the consent of the Authority's bond counsel) has approved the selection of the Operator and the terms of hiring the Operator pursuant to Paragraph 4(g) of this Agreement. No private company shall have any authority or permission to serve as Operator of the Property without the prior written approval of the Authority (with the consent of the Authority's bond counsel) in accordance with paragraph 4(g) of this Agreement. The Operator shall be responsible for operating and maintaining the Alterations and collecting rates and charges as an agent for the City.

e) Operations Plan. The parties acknowledge that DPMC has contracted with a property manager, and will from time to time contract with replacement property managers (the "Property Manager") to manage and maintain the Property. DPMC and the City agree to develop an operational plan (the AOperations Plan") for use by the Property Manager during the Authorized City Hours. The Operations Plan shall outline, among other things, security systems, workshift, maintenance schedule and enforcement protocols relative to the use of the Property and coordination of efforts between the Property Manager and Operator.

f) City Use. The City covenants and agrees that during Authorized City Hours the Property shall only be utilized for vehicular parking by the City's business and general public at the Property's parking rates established pursuant to the Section 4(d) of this Agreement. The City further covenants and agrees that any and all use of the Property by the City shall be only as expressly set forth in this Agreement and shall not be reserved for exclusive usage in connection with a private

event; provided however that use of the 75 spaces as permitted under paragraph 4(a)(i) and designation of spaces as permitted thereunder shall not be a violation of this covenant.

g) Tax Exempt Bond Financing. The City acknowledges that the acquisition and renovation of the Property was undertaken through the issuance of bonds (the "EDA Bonds") and that the interest on the EDA Bonds is excluded from gross income for purposes of Federal income taxation as that status is governed by Section 103(a) of the Code. The City covenants and agrees that it shall not take any action or omit to take any action, including but not limited to hiring its Operator or a replacement Operator, which would result in the loss of the exclusion of the interest on any EDA Bonds from gross income for purposes of Federal income taxation as that status is governed by Section 103(a) of the Code. To that end, unless the City receives the prior written approval of the Authority (with the consent of the Authority's bond counsel), the City shall not, at any time, hire a private company to serve as Operator or permit the Property to be used (directly or indirectly) in any manner that would constitute a "private business use" within the meaning of Section 141(b)(6) of the Code. Each and every time the City seeks to hire a private company to serve as Operator, the City shall obtain prior written approval of the Authority (with the consent of the Authority's bond counsel). Prior to hiring a private operator, the City shall submit a copy of the contract terms and conditions upon which the private operator will be retained. The Authority covenants to take all reasonable action to review such terms and conditions and provide the required opinion, or shall provide comments on which terms and conditions prevent the delivery of such opinion within sixty (60) days of receipt such terms and conditions by the City. The Authority shall have sole discretion in deciding which law firm to utilize to review and deliver its written opinion letter regarding the

exclusion of interest on any EDA Bonds from gross income in connection with any action (including but not limited to the hiring of a private company to serve as Operator) or inaction that the City may wish to take in connection with the Property and the Authorized City Hours. The City shall promptly reimburse the Authority for any and all reasonable legal fees and costs incurred by the Authority in obtaining any such review and opinion of its bond counsel.

b) The City covenants and agrees that during Authorized City Hours as specified in 4(a)(ii), the City shall maintain the Property as a safe and secure parking facility for the City's parking patrons and the City shall provide and maintain a secure environment and shall provide for regular observation and patrols of the Property (which may be done by the City's police department) during Authorized City Hours as specified in 4(a)(ii).

i) The City covenants and agrees that at the end of each shift of Authorized City Hours as specified in 4(a)(ii), the City shall cause the Property to be patrolled for garbage, trash or other refuse; and (ii) collect and properly dispose of any and all garbage, trash and other refuse lying about or situated within the Property.

j) Any usage in violation of this section 4 shall be grounds for immediate termination of this Agreement by DPMC.

5. Insurance; Indemnification by City. The City and/or its successors or assigns hereby assumes all responsibility for any injury to person or property resulting from the actions of the City or its officers, employees, agents, designees, invitees and patrons while on the Property. The City shall be liable to the State of New Jersey, Treasury, DPMC, NJEDA, the Trustee and the Property Manager and covenants and agrees that it shall indemnify, defend and hold the State of

New Jersey, Treasury, DPMC and NJEDA and their officers, agents, servants and employees (the "State Indemnified Parties") harmless against and from all liabilities, obligations, damages, penalties, claims, costs, charges, expenses and rights of action ("Action"), including without limitation reasonable attorneys' fees and court costs, which shall or may be imposed or incurred by the State of New Jersey and NJEDA or their officers, agents, servants, and employees at any time and from time to time by reason of any and all risks, loss or damage to property or injury to or death of persons, and any and all risks of other damage to whomsoever occurring, arising out of or in any way connected with the City's entry, or the entry of its agents, servants, employees, invitees or licensees, onto the Property, provided however, that the City shall not indemnify the State Indemnified Parties for actions arising from negligence or willful misconduct of the State Indemnified Parties or the Property Manager. The City further agrees to protect against and prevent any damage or loss to the Property, including but not limited to environmental contamination, and hereby agrees to pay for or repair any damage or loss to same arising from the activities of the City, or its agents, servants, employees or invitees, on the Property. The City and/or its successors or assigns shall maintain comprehensive general public liability insurance, at the City's sole cost and expense, insuring the City, the State of New Jersey, NJEDA, the Trustee and the Property Manager (in which policy of insurance the State of New Jersey, NJEDA, the Trustee and the Property Manager shall be named as additional insureds) by reason of any claim for personal injury, death or property damage occurring in or about the Property. The amount of coverage under such policy shall be at least (i) \$1,000,000 for bodily injury or death of any one person, (ii) \$3,000,000 per occurrence with respect to bodily injury or death of more than one person, and (iii) \$1,000,000 per occurrence with respect to property damage. Said

policy shall afford the DPMC, NJEDA, the Trustee and the Property Manager at least thirty (30) days advance written notice of cancellation or non-renewal. The comprehensive general public liability policy required herein shall be at least as broad as the standard coverage form then used in the State of New Jersey which shall not be circumscribed by any endorsements limiting breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and shall include an endorsement to eliminate the standard care, custody and control exclusion if then available. The City shall provide the DPMC, NJEDA, the Trustee and the Property Manager copies of said policy and certificates of insurance evidencing the above coverage prior to any entry onto the Property.

6. Taxes, Utilities and Impositions. DPMC and the City agree that the City's license to use and occupancy the Property is on an absolutely "net" basis and that DPMC shall not be required to pay any taxes or provide any services or do any act in connection with the Property except as may be specifically provided herein.

7. Maintenance of Property; Improvements. The City shall commit no act of waste and shall take good care of the Property during the term of this license. The City acknowledges that DPMC, Treasury and the EDA make no representations as to the condition of the Property as of the date hereof nor of the condition of the improvements on the Property. The City hereby releases DPMC, Treasury, and the EDA from any and all claims related to or arising out of the condition of the Property and/or the condition of the improvement on the Property.

8. Quiet Enjoyment. The City may use the Property subject to the terms of this Agreement, including, but not limited to, Paragraph 10 below.

9. Termination on Default of The City. Any failure on the part of the City to pay the

monies described in Paragraphs 3, 4 and 6 above, or any part thereof, or any failure on the part of the City to comply with any of the non-monetary terms or conditions of this Agreement shall, at the election of DPMC, terminate this Agreement and all rights of the City hereunder, upon the provision to the City of thirty (30) days advance written notice of said default and opportunity to cure the default. Notwithstanding the foregoing, any use of the Property by the City in a manner that is not expressly provided for in this Agreement shall be grounds for immediate termination of this Agreement by DPMC.

10. Termination Without Default of the City. DPMC shall have the option, at any time during the Term of this Agreement, to cancel this Agreement, or reduce the scope of the City's license hereunder, by providing the City sixty days (60) written notice. Such notice shall contain documented evidence of (i) DPMC's need to utilize spaces reserved for use by the City under paragraph 4(a)(i) hereof to accommodate an increased or changed presence of state operations in the City or increased or different utilization of the state office building under the Lease, or (ii) a planned extension of hours of operation of the Property by DPMC which would make continued use of the City under paragraph 4(a)(ii) impracticable. Such evidence shall take the form of executed leases or adopted space utilization plans or other such documents evidencing a firm commitment creating a need, as determined by DPMC or Treasury, to utilize spaces reserved for use by the City under this Agreement. Documents demonstrating mere planning shall not be sufficient evidence under this section. Upon receipt of such written notice of termination, the City shall have sixty (60) days to respond with an alternative to termination utilizing different parking strategies to increase the parking efficiency within the Property. DPMC agrees to give good faith consideration to the City's

proposed alternative to termination but shall not be under any obligation to adopt or utilize any such alternative proposed by the City. On or prior to the termination date, the City will surrender use and occupancy of the Property as if the termination date were the expiration date of this Agreement and without receiving any termination fee, payment or other compensation for such termination; Subject to DPMC's right to purchase the Alterations at a price equal to their depreciated value, the City shall remove the Alterations and restore the surrounding areas to the conditions that existed before the Alterations were installed..

11. Right of Re-entry. DPMC may re-enter the Property upon termination of the aforesaid license.

12. Entire Agreement. This Agreement constitutes the entire agreement between DPMC and the City regarding use and occupancy of the Property.

13. Authority. DPMC and the City have legal authority to enter into this Agreement. The persons whose names and signatures appear below are the authorized representatives of DPMC and the City, respectively, and have legal authority to bind their respective parties to this transaction.

14. Miscellaneous.

(a) This Agreement shall be governed by and construed under the laws of the State of New Jersey.

(b) The parties waive any statutory or common law presumption which would serve to have this document construed in favor and against either party as the drafter.

(c) This Agreement shall bind not only the parties but also their heirs, executors, administrators, successors and assigns.

(d) This Agreement shall not be assigned by any party hereto.

(e) Upon any termination of this Agreement by DPMC or the City, with or without cause, neither party shall have any right to actual or liquidated damages against the other, but the City=s obligation to indemnify the State of New Jersey, Treasury, DPMC, NJEDA, the Trustee and the Property Manager as set forth in Paragraph 5 hereof shall expressly survive any such termination.

(f) This Agreement shall not alter or affect the obligations of NJEDA and DPMC contained in the January 20, 2000 Payment in Lieu of Tax Agreement between NJEDA and the City for the Asbury Park State Office Building Project.

(g) All notices required to be served or given hereunder shall be in writing and shall be deemed given when received by personal delivery, by an overnight delivery service which issues a receipt from delivery, or two business days after having been mailed by certified mail, return receipt requested, and addressed to the parties at the addresses appearing above, with copies NJEDA and DPMC=s counsel at the following addresses:

New Jersey Economic Development Authority
P.O. Box 990
Trenton, New Jersey 08625-0990
Attention: Director B Real Estate

and,

State of New Jersey
Department of Law & Public Safety
Division of Law
DPMC Section
Hughes Justice Complex, 25 Market Street
P.O. Box 106
Trenton, New Jersey 08625-0106
Attention: Section Chief

(h) This Agreement may be amended in writing from time to time for good cause shown with the consent of both parties.

(i) If any of the provisions of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(j) This Agreement shall not be recorded.

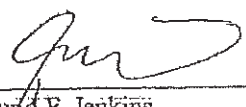
(k) This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year
first above written.

ATTEST:

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT &
CONSTRUCTION

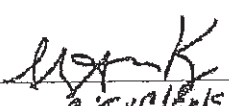

JOYCE KRISAK
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 2, 2008

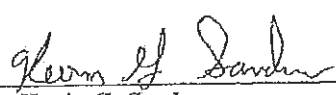
By: 

Edmund F. Jenkins
Director
Division of Property Management & Construction

ATTEST:

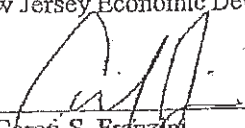
CITY OF ASBURY PARK


city clerk

By: 

Kevin G. Sanders
Mayor

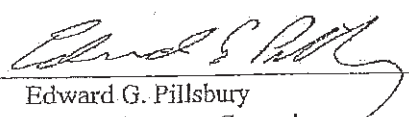
Consented to on behalf of
The New Jersey Economic Development Authority:

By: 

Caren S. Franzini
Chief Executive Officer

Approved as to legal form:

Stuart Rabner
Attorney General of New Jersey

By: 

Edward G. Pillsbury
Deputy Attorney General



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 9, 2023
RESOLUTION SUMMARY

2023-408

Issuance of RAB Bonds not to exceed \$4,500,000.



RESOLUTION NO. 2023-408

**City of Asbury Park
County of Monmouth
State of New Jersey**

SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF ADDITIONAL NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY OF ASBURY PARK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$4,500,000 (BLOCK 4002 ADDITIONAL INFRASTRUCTURE PROJECT) IN CONNECTION WITH A PROJECT BEING UNDERTAKEN IN THE CITY BY ASBURY PARTNERS, LLC AND AS A PORTION OF NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**” or the “**Act**”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the Redevelopment Law confers certain contract, planning and financial powers upon a redevelopment entity, as defined at Section 3 of the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “**Redevelopment Plan**”) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan, and consisting of the “Prime Renewal Area” and the “Boardwalk Area”, as such terms are also defined therein (collectively, the “**Waterfront Redevelopment Area**”); and

WHEREAS, pursuant to the Redevelopment Law, including Section 8 thereof (*N.J.S.A. 40A:12A-8*), a municipality is permitted to contract with a redeveloper to develop redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Redevelopment Law; and

WHEREAS, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as same may be amended and supplemented in accordance with its terms, the

“Redeveloper Agreement”) with respect to the redevelopment of the Waterfront Redevelopment Area; and

WHEREAS, as a result of the world-wide financial issues (the “**Financial Crisis**”) occurring in or about 2008, the City and the Master Developer arbitrated certain matters with respect to the Redeveloper Agreement, which resulted in a 2011 arbitrator's award determining, among other things, that the City and the Master Developer should work collaboratively to finance infrastructure improvements in the Waterfront Redevelopment Area, which are a critical construction pre-condition to the redevelopment thereof. As a result of that collaboration, the City and the Master Developer developed an infrastructure financing program: (i) with respect to the development of for-sale residential development within the Waterfront Redevelopment Area, and received approvals of the Local Finance Board under N.J.S.A. 40A:12A-29(a)(3) and N.J.S.A. 40A:12A-67(g) on February 13, 2013 with respect to the same and (ii) with respect to the development of hotels, for sale residential units and retail within the waterfront area and received approvals of the Local Finance Board under N.J.S.A.40A:12A-29(a)(3) and N.J.S.A.0A:12A-67(g); and

WHEREAS, the Local Finance Board approved the issuance by the City of its \$13,460,000 Redevelopment Area Bonds, Series 2016A (Block 4002 Infrastructure Project-Residential) (Non-Recourse) (the “2016A Bonds”) and \$2,335,000 Redevelopment Area Bonds, Series 2016B (Block 4002 Infrastructure Project-Residential) (Non-Recourse) (the “2016B Bonds” and together with the Series 2016A Bonds, the “2016 Bonds”) which Bonds were issued on December 29, 2016. The 2016A Bonds were issued for public improvements to benefit the one hundred thirty (130) unit condominium housing redevelopment project known as “1101 Ocean” (the “1101 Ocean Project”) located at Block 4002 Lot 1 (the “Property”); and

WHEREAS, the Redevelopment Area Bond Financing Law, NJS.A. 40A:12A-64 et seq. (the “RAB Law”) authorizes a municipality to issue bonds in connection with the financing or refinancing of redevelopment projects, such as the Infrastructure Project, within a redevelopment area. The RAB Law further provides that the municipality may impose special assessments within a redevelopment area, and may secure bonds by a pledge and/or assignment of such special assessments; and

WHEREAS, In connection with the 1101 Ocean Project, the City adopted an ordinance on November 9, 2016 entitled “AN ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, PROVIDING FOR THE SPECIAL ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER, ROADWAY, STREETScape, UTILITY AND OTHER INFRASTRUCTURE IMPROVEMENTS ON BLOCK 4002, LOT 1 WITHIN THE ASBURY PARK WATERFRONT REDEVELOPMENT AREA AND ESTABLISHING A MECHANISM FOR PAYMENT OF THE COST THEREOF” (the “Ordinance”) authorizing the imposition of special assessments upon the Property (the “Special Assessment”), in an amount not to exceed the actual infrastructure costs relating to the 1101 Ocean Project;

WHEREAS, the Special Assessment was calculated, in accordance with the RAB Law, in an amount necessary to pay a portion of the infrastructure costs relating to

the 1101 Ocean Project, including the soft costs relating thereto and the costs of the financing thereof. In accordance with the terms of the RAB Law and the Ordinance, the Special Assessment is imposed pursuant to the statutory procedure set forth in the Local improvements Law, N.J.S.A. 40:56-1 *et seq.* or pursuant to a special assessment agreement with the owner of the Property (the “Special Assessment Agreement”); and

WHEREAS, all but two (2) of the units in the 1101 Ocean Project have been sold and the remaining units are under contract with an anticipated closing date of late July and each of the units has sold or will be sold at higher prices than originally contemplated and as such Special Assessments are in excess of the debt service on the 2016A Bonds (the “Excess Special Assessments”); and

WHEREAS, N.J.S.A. 40A:12A-29(a)(3) permits a municipality acting as the redevelopment entity pursuant to the Redevelopment Law to issue bonds "...authorized by resolution of the redevelopment entity and...issued in one or more series...at public sale to any willing buyer at less than par and at private sale to any willing buyer without advertisement at par or less than par, upon application to and prior approval of the Local Finance Board in the Department of Community Affairs"; and

WHEREAS, given the complexity of the credit structure, and the absence of municipal credit, the City seeks to preserve its ability to negotiate the sale of the 2023 Bonds (as defined below) in order to achieve the most cost effective financing; and

WHEREAS, due to the 1101 Ocean Project generating Excess Special Assessments , the City and Master Developer believe it is in the best interest of the parties to issue an additional series of non-recourse redevelopment area bonds (the “2023 Bonds”) that will be secured by the Excess Special Assessments and will reimburse the Master Developer for funds expended for certain infrastructure improvements relating to the 1101 Project previously made but not reimbursed (the “Additional Infrastructure Improvements”); and

WHEREAS, the 2023 Bonds will be issued as non-recourse obligations of the City, in its capacity as the designated redevelopment entity under the Redevelopment Law; and

WHEREAS, the 2023 Bonds will not be general obligations of the City, and the City's full faith and credit will not be pledged to pay debt service on the 2023 Bonds; and

WHEREAS, the 2023 Bonds will be issued in accordance with the original indenture of trust (the "Master Trust Indenture"), as amended by the First Supplemental Indenture of Trust executed in connection with the issuance of the 2016 Bonds (the “First Supplemental Indenture” and together with the Master Trust Indenture, the “Original Indenture”) each by and between the City and a corporate trust institution (the “Trustee”), as will be further supplemented by a supplemental indenture (the “Second Supplemental Indenture” and together with the Original Indenture, the “Trust Indenture”) with respect to the 2023 Bonds issued thereunder; and

WHEREAS, the 2023 Bonds will be secured by a pledge of the pledged portion of the Special Assessment, the funds held under the Trust Indenture and a pledge and assignment agreement by and between the City and the Trustee pledging the pledged portion of the Special Assessment to the Trustee for the benefit of the bondholders; and

WHEREAS, the City proposes to issue the 2023 Bonds to provide funding to the Master Developer for the financing of the Additional Infrastructure Improvements in accordance with the Special Assessment Agreement and the Ordinance, providing, in part, for payments by the owners of the properties benefited by the Additional Infrastructure Improvements to meet installments of interest and principal on the Bonds.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK, NEW JERSEY, AS FOLLOWS:

Section 1. Determination to Issue. To accomplish the purposes and objectives of the Act and the RAB Law, the City hereby determines to finance the Additional Infrastructure Improvements with the additional Bonds in the aggregate principal amount not to exceed \$4,500,000 (the “2023 Bonds”). The 2023 Bonds are hereby authorized to be issued as Additional Bonds under and as such term is defined in the Trust Indenture, as may be amended and supplemented in connection with the issuance of the 2023 Bonds, from the original authorization of Bonds. The 2023 Bonds may be issued in multiple series, shall be dated, shall bear interest at such rates of interest and shall be payable as to principal, interest and premium, if any, all as is specified therein. The 2023 Bonds shall be issued in the form, shall mature, shall be subject to redemption prior to maturity and shall have such other details and provisions as are prescribed by the Trust Indenture, as may be amended and supplemented in connection with the issuance of the 2023 Bonds.

Section 2. Bonds to Constitute Special Limited Obligations. The 2023 Bonds, which are issued as Additional Bonds under the Trust Indenture, as may be amended and supplemented in connection with the issuance of the 2023 Bonds, shall be special limited obligations of the City, payable solely out of the Pledged Portion of the Assessment and any other moneys derived pursuant to the Master Developer Special Assessment Agreement, and the Pledged Portion of the Assessment with respect to the Special Assessment Agreement or Special Assessments imposed in accordance with the Local Improvements Law, including those imposed by the 2023 Special Assessment Agreement to be executed and/or such Special Assessments are imposed from time to time; and all such moneys are hereby pledged to the payment of the 2023 Bonds. The payment of the principal of, premium, if any, and interest on the 2023 Bonds shall be secured by a pledge and assignment of the Pledged Portion of the Assessment and certain rights of the City as provided in the Master Developer Special Assessment Agreement and those certain Special Assessment Agreements (to be executed from time to time) including the 2023 Special Assessment Agreement. Neither the members of City Council nor any person executing the 2023 Bonds issued pursuant to this resolution, the Act and the RAB Law shall be liable personally on the 2023 Bonds by reason of the issuance thereof. The 2023 Bonds shall not be in any way a debt or liability of the City other than to the limited extent set forth in the Trust Indenture, as may be amended and supplemented in connection with the issuance of the 2023 Bonds. Neither the faith and credit nor taxing power of the City is pledged to the payment of, the principal or redemption price, if any, of or interest on the 2023 Bonds.

Section 3. Authorization of Bonds. (a) The 2023 Bonds shall mature no later than 30 years from the date of issuance and shall be issued in an aggregate principal amount not exceeding \$4,500,000. The 2023 Bonds shall bear interest at a rate or rates of interest which shall not exceed the maximum interest rates approved by the Local Finance Board in the Division of Local Government Services in the Department of Community Affairs (the “Local Finance Board”).

(b) It is anticipated that an affiliate of the Master Developer may be the initial purchaser of the 2023 Bonds via a private placement; however, depending on the market conditions, the 2023 Bonds may be issued on a competitive or negotiated basis or by private placement, as determined by the Mayor or City Manager (each an “Authorized Officer”). The Authorized Officers are each hereby authorized and directed to execute and deliver on behalf of the City a contract of purchase for the purchase of each series of 2023 Bonds (the “Contract of Purchase”) with an underwriter or underwriters (the “Underwriter” or “Underwriters”) to be determined by a certificate of award executed by an Authorized Officer (the “Award Certificate”) as determined by an Authorized Officer in consultation with counsel, approval thereof to be evidenced by such Authorized Officer's execution thereof, for the purchase of all, but not less than all, of each series of 2023 Bonds. A copy of the Contract of Purchase shall be filed upon execution with the records of the City.

Section 4. Execution and Authentication. The 2023 Bonds shall be executed and authenticated in accordance with the Trust Indenture, as may be amended and supplemented in connection with the issuance of the 2023 Bonds, and shall be issued in registered form qualifying for book entry registration.

Section 5. Delivery of Bonds. Following execution of the 2023 Bonds, the Authorized Officer are each hereby authorized to deliver the 2023 Bonds to the Trustee for authentication and, after authentication, to deliver the 2023 Bonds to the Underwriters against receipt of the purchase price or unpaid balance thereof.

Section 6. Approval of Offering Document. If applicable, the distribution by the Underwriters of a Limited Offering Memorandum or Official Statement in preliminary form (the “Preliminary Offering Document”) Relating To The 2023 Bonds (A Draft Of Which Shall Be Filed With Records Of The City) In Connection With The Marketing Of The 2023 Bonds, And The Distribution Of A Final Limited Offering Memorandum Or Official Statement Relating To The 2023 Bonds To The Purchasers Of The 2023 Bonds (The “Offering Document”) Is hereby authorized. The Authorized Officers are each hereby authorized to approve the contents of the Preliminary Offering Document with such changes therein and modifications thereto as counsel may advise and such officer of the City may approve. The Authorized Officers are each hereby authorized to approve the contents of the Offering Document and to execute the Offering Document on behalf of the City, which Offering Document shall be in substantially the form of the Preliminary Offering Document with such changes therein (including the insertion of the redemption provisions and the initial interest rates for the 2023 Bonds) and supplements thereto as counsel may advise and the officer of the City executing the same may approve, such approval to be evidenced by such officer's execution thereof. The Authorized Officers are each hereby

authorized to “deem final” the Preliminary Offering Document and to execute and deliver a certificate to the Underwriters to such effect.

Section 7. Approval of Second Supplemental Indenture. The form of the Second Supplemental Indenture presented to this meeting (a copy of which is on file with the records of the City), and all instruments to be attached thereto or executed in conjunction therewith, is hereby approved and the Authorized Officers are each hereby authorized to execute, acknowledge and deliver, and the City Clerk or Deputy City Clerk are each hereby authorized to affix and attest the seal of the City to the Second Supplemental Indenture in such form, with such changes therein as counsel may advise and the officers executing the same may approve, such approval to be evidenced by their execution thereof.

Section 8. Incidental Action. The Authorized Officers are each hereby authorized and directed to execute and deliver such other papers, instruments, certificates, opinions, affidavits and documents, including, without limitation, the Pledge and Assignment Agreement, and to take such other action as may be necessary or appropriate in order to carry out the purpose of this Resolution, including effectuating the execution and delivery of the Trust Indenture (inclusive of the Second Supplemental Indenture), the Master Developer Special Assessment Agreement and any Special Assessment Agreements, including the 2023 Special Assessment Agreement and the issuance and sale of the 2023 Bonds, all in accordance with the foregoing sections hereof.

Section 9. Prior Resolutions. All prior resolutions of the City or portions thereof inconsistent herewith are hereby replaced.

Section 10. Capitalized Terms. Capitalized terms used in this Resolution and not otherwise defined have the meaning given to such terms in the Trust Indenture.

Section 11. Construction. In case any one of more of the provisions of this resolution, the Trust Indenture (inclusive of the Second Supplemental Indenture), the Contract of Purchase, the Official Statement or the 2023 Bonds issued hereunder shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution of the Trust Indenture, the Contract of Purchase, the Official Statement and the 2023 Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

Section 12. Effective Date. This Resolution shall take effect immediately upon adoption.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-408 which was finally adopted by the City Council at a meeting held on the 9th day of August, 2023

CERTIFIED BY ME THIS 10th DAY OF August, 2023.

LISA ESPOSITO
CITY CLERK

SECOND SUPPLEMENTAL INDENTURE**By and Between****CITY OF ASBURY PARK, NEW JERSEY****and****U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION****Relating To****\$4,500,000 REDEVELOPMENT AREA BONDS, SERIES 2023
(BLOCK 4002 ADDITIONAL INFRASTRUCTURE PROJECT)
(NON-RECOURSE)****Dated as of _____, 2023**

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SECOND SUPPLEMENTAL INDENTURE

This Second Supplemental Indenture, dated as of _____, 2023, by and between the CITY OF ASBURY PARK, NEW JERSEY, a body corporate and politic of the State of New Jersey (the "City"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association having trust and fiduciary powers in New Jersey, as trustee (the "Trustee").

WHEREAS, the City and the Trustee have entered into the Master Indenture of Trust and First Supplemental Indenture dated as of December 1, 2016 (collectively, the "Indenture"); and

WHEREAS, by resolution duly adopted on November 9, 2016, the City has authorized the issuance of one or more series of non-recourse redevelopment area bonds pursuant to the Indenture in an aggregate principal amount not to exceed \$17,500,000 pursuant to the provisions of the Redevelopment Area Bond Financing Law (N.J.S.A. 40A:12A-64 et seq.) (the "RAB Law") in order to provide a means for financing the cost of certain public infrastructure improvements within the City's Waterfront Redevelopment Area (the "Improvements") which benefit the proposed development of Block 4002, Lot 1 required to be undertaken by Asbury Partners, LLC ("Master Developer") under the terms of an Amended and Restated Master Developer and Land Disposition Agreement dated October 28, 2002, as such agreement may be amended and supplemented from time to time ("Master Developer Agreement") in connection with the development of a sixteen story mixed use building proposed to be constructed by AP Block 178 Venture Urban Renewal LLC, an affiliate of the Master Developer on Block 4002 Lot 1 (the "Property") that will contain: 130 residential units, each a "Unit" (the "Residential Component"); 54 hotel rooms (the "Hotel Component"); approximately 21,928 square feet of retail space and approximately 11,837 square feet of amenity space (the "Retail/Commercial Component"); and a parking garage with 415 parking spaces (the "Parking Component", and together with the Hotel Component, the Retail/Commercial Component, the "Commercial Component", and together with the Residential Component and related amenities and improvements, collectively, the "Project"); and

WHEREAS, pursuant to the RAB Law, the City may issue bonds ("RABs") to finance redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, such bonds may be secured by, among other things, a special assessment on property within an area in need of redevelopment; and

WHEREAS, in furtherance of the issuance of the RABs, the City finally adopted on November 9, 2016 an Ordinance entitled "An Ordinance of the City of Asbury Park, in the County of Monmouth, State of New Jersey, Providing for the Special Assessment of the Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements on Block 4002, Lot 1 within the Asbury Park Waterfront Redevelopment Area and Establishing a Mechanism for Payment of the Cost Thereof" (the "2016 Ordinance") and entered into a special assessment agreement dated December 29, 2016 with AP Block 176 Venture Urban Renewal LLC (the "Special Assessment Agreement") for the assessment on certain property of the costs of such Improvements; and

WHEREAS, pursuant to the Indenture, the City issued \$13,460,000 Redevelopment Area Bonds, Series 2016A (Block 4002 Infrastructure Project-Residential) (Non-Recourse) (the "2016A Bonds") and \$2,335,000 Redevelopment Area Bonds, Series 2016B (Block 4002

Infrastructure Project–Residential) (Non-Recourse) (the “2016B Bonds” and together with the Series 2016A Bonds, the “2016 Bonds”) which Bonds were issued on December 29, 2016; and

WHEREAS, the City desires to issue one or more series of additional non-recourse Bonds in an aggregate principal amount not to exceed \$4,500,000 (the “Series 2023 Bonds”) authorized by a resolution duly adopted by the City on _____, 2023 entitled “SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF ADDITIONAL NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY OF ASBURY PARK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$4,500,000 (BLOCK 4002 ADDITIONAL INFRASTRUCTURE PROJECT) IN CONNECTION WITH A PROJECT BEING UNDERTAKEN IN THE CITY BY ASBURY PARTNERS, LLC AND AS A PORTION OF NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY” and in connection with a portion of the additional project being undertaken in the City by Asbury Partners, LLC, to provide funding to the Master Developer for the financing the Cost of certain additional wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the property currently identified as Block 4002 on the official tax map of the City (the “Additional Project”) and in accordance with the terms of the Subsequent Developer Agreement, Amended and Restated Developer Special Assessment Agreement, the Ordinance, and the Amended and Restated Special Assessment Agreement by and among the City and Asbury Partners, LLC (the “Amended Special Assessment Agreement”), providing, in part, for payments by the owners of the properties benefited by the Additional Project to meet installments of interest and principal on the 2023 Bonds.

WHEREAS, the execution and delivery of the Indenture and this Supplemental Indenture and the issuance of the Series 2023 Bonds hereunder have been in all respects duly and validly authorized by resolution duly adopted by the City,

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH THAT:

ARTICLE I

SHORT TITLE, DEFINITIONS, AND AUTHORITY

Section 1.1. Short Title. This Supplemental Indenture shall be known as and may be designated by the short title “Second Supplemental Indenture” (this “Supplemental Indenture” or this “Second Supplemental Indenture”).

Section 1.2. Definitions. All words and phrases defined in Article I of the Indenture shall have the same meanings in this Supplemental Indenture, except as otherwise appears in this Section. In addition, the following terms shall have the following meanings, unless the context otherwise requires:

Authorized Denominations means (i) initially \$100,000 or any integral multiple of \$5,000 in excess thereof or (ii) from and after such time as the City obtains and so long as it maintains an underlying rating on the Series 2023 Bonds of at least ‘BBB-’ from S&P or ‘Baa’ by Moody’s, \$5,000 or any integral multiple in excess thereof.

Debt Service Reserve Requirement means \$_____.00, which is equal to the least of (a) 125% average annual Debt Service on the Series 2023 Bonds (\$_____), (b) Maximum Annual Debt Service on the Series 2023 Bonds (\$_____) and (c) 10% of Series 2023 Bond proceeds (\$_____.00).

Issue Date means the date of delivery upon original issuance of the Series 2023 Bonds.

Project Fund means the Additional Project Fund established pursuant to the Indenture.

Purchaser means [[[PURCHASER]]].

2023 Revenue Account means the account of the Revenue Fund established pursuant to Section 3.1 of this Supplemental Indenture.

Series 2023 Bond Resolution means the resolution of the City adopted on _____ authorizing the issuance and delivery of the Series 2023 Bonds.

Series 2023 Bonds means the Series of Bonds authorized by Section 2.1 of this Supplemental Indenture and entitled “Redevelopment Area Bonds, Series 2023 (Block 4002 Additional Infrastructure Project)”

Trustee means U.S. Bank Trust Company, National Association, or its successors or assigns.

United States Bankruptcy Code means Title 11 U.S.C., Section 101 et seq., as amended or supplemented from time to time, or any successor federal act.

Section 1.3. Authority. This Second Supplemental Indenture is executed pursuant to the provisions of the RAB Law, the Indenture, and the Series 2023 Bond Resolution. Nothing in this Second Supplemental Indenture, expressed or implied, is intended to or shall be

construed to confer upon, or to give or grant to, any person or entity, other than the City, the Trustee, the Paying Agent, the Registrar, any other Fiduciary and the owners of the Series 2023 Bonds, any right, remedy or claim under or by reason of this Second Supplemental Indenture or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Second Supplemental Indenture contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Trustee, the Paying Agent, the Registrar, any other Fiduciary and the owners of the Series 2023 Bonds.

Section 1.4. Time. All references to time in this Supplemental Indenture shall refer to New York City time unless otherwise provided herein.

ARTICLE II

AUTHORIZATION, TERMS, AND ISSUANCE OF SERIES 2023 BONDS

Section 2.1. Principal Amount, Designation, and Series. (a) Pursuant to the provisions of the Indenture and in particular Sections 2.06, 2.11 and 8.01 thereof, the Series 2023 Bonds are hereby authorized in the aggregate principal amount of up to \$4,500,000. The Series 2023 Bonds shall be distinguished from the Bonds of all other Series by the title "Redevelopment Area Bonds, Series 2023 (Block 4002 Additional Infrastructure Project)". The Series 2023 Bonds are the third Series of Bonds issued under the Supplemental Indenture, are a Series of Additional Bonds thereunder and are issued initially as Senior Bonds, secured as provided in Section 3.3 below.

(b) The Series 2023 Bonds shall be sold to Purchaser on the terms and conditions set forth in the Certificate of the City executed on the date of sale of the Series 2023 Bonds.

Section 2.2. Purposes. The Series 2023 Bonds are issued for the purpose of: (i) making a deposit into the Project Fund in the amounts set forth in Article III hereof to be applied as set forth therein, including, without limitation, to pay Costs of the Project, (ii) making a deposit to certain funds and accounts to pay capitalized interest and fund reserves and (iii) paying costs of issuance of the Series 2023 Bonds. The Series 2023 Bonds shall be issued as fixed rate, tax-exempt Bonds.

Section 2.3. Date, Maturities, and Interest Rate. The Series 2023 Bonds shall be payable at the places and in the manner set forth in the Indenture, this Supplemental Indenture and Schedule A attached hereto. The Series 2023 Bonds shall consist of serial bonds and/or term bonds which shall be dated the Issue Date on original issuance, shall bear interest, shall mature, shall be payable and shall be subject to redemption as described in Schedule A attached hereto and in Section 2.9 hereof.

Section 2.4. Form, Denomination, Numbers, and Letters. The Series 2023 Bonds shall be issued in the form of fully registered bonds without coupons, and the Series 2023 Bonds (and the Authenticating Agent's Certificate of Authentication) shall be issued in substantially the form set forth in Schedule B attached hereto. The Series 2023 Bonds shall be issued in the Authorized Denominations and shall be numbered separately from 1 upward and may be preceded by a letter or letters so as to distinguish each Series 2023 Bond.

Section 2.5. Conditions Precedent to Issuance of Series 2023 Bonds. In addition to the requirements of Section 2.06 and 2.11 of the Indenture, the Trustee shall not deliver to the City or on its order any of the Series 2023 Bonds unless theretofore or simultaneously therewith there shall have been delivered to the Trustee executed copies of the following:

Amended and Restated Special Assessment Agreement
Amended and Restated Financial Agreement
Subsequent Developer Agreement

Section 2.6. Appointment of Paying Agent. U.S. Bank Trust Company, National Association is hereby appointed the Paying Agent with respect to the Series 2023 Bonds.

Section 2.7. Appointment of Registrar. U.S. Bank Trust Company, National Association is hereby appointed Registrar with respect to the Series 2023 Bonds.

Section 2.8. Intentionally Omitted.

Section 2.9. Redemption of Series 2023 Bonds. (A) The Series 2023 Bonds shall be subject to redemption as follows:

(i) Optional Redemption. The Series 2023 Bonds are not subject to redemption prior to their respective maturities.

(ii) Special Mandatory Redemption. The Series 2023 Bonds are subject to special mandatory redemption prior to maturity, on any Payment Date, in whole or in part, at a Redemption Price equal to the principal amount thereof being redeemed, without premium, plus accrued interest, if any, to the date of redemption, from funds on deposit in the 2023 Redemption Account, including funds required to be deposited to the 2023 Redemption Account pursuant to Section 5.07(b) of the Indenture upon the recalculation of the Special Assessment in accordance with section 3.01(g) of the Master Developer Special Assessment Agreement.

(iii) Special Optional Redemption. The Series 2023 Bonds are subject to special redemption prior to their respective maturities, at the option of the City, with the written consent of the Master Developer, on any Payment Date, in whole or in part, at a Redemption Price equal to the principal amount thereof being redeemed, without premium, plus accrued interest, if any, to the date of redemption, from funds on deposit in the Surplus Fund, including but not limited to the deposit into the 2023 Revenue Fund of the Pledged Special Assessment in excess of the amount needed to pay principal of or interest on the Series 2023 Bonds, upon the recalculation of the Special Assessment in accordance with section 3.01(g) of the Master Developer Special Assessment Agreement or upon the payment of the Pledged Portion of the Special Assessment by Other Redevelopers subject to the Ordinance.

(iv) Mandatory Sinking Fund Redemption. (i) The Series 2023 Bonds are subject to mandatory sinking fund redemption, in whole or in part, pursuant to the Indenture, in the Redemption Price equal to the principal amount thereof being redeemed, without premium, plus accrued interest, if any, to the redemption date.

Series 2023 Bonds Due _____

[illegible]

**** Final Maturity**

(v) Partial Redemption. Any partial redemption of the Series 2023 Bonds shall be in the largest integral multiples of the minimum Authorized Denomination derived from the amounts to be applied to such redemption; provided, however, the remaining Series 2023 Bonds left Outstanding must be in Authorized Denominations.

(B) Notice of Redemption. Notice of redemption of the Series 2023 Bonds shall be given by Second class mail, or otherwise in accordance with the procedures of DTC, not less than fifteen (15) nor more than thirty (30) days before the redemption date, to the registered Owners of any Series 2023 Bonds or portions of Series 2023 Bonds which are to be redeemed, at their last addresses, if any, appearing upon the registry books, in the form described in Article III of the Indenture.

ARTICLE III

**ESTABLISHMENT OF ADDITIONAL ACCOUNTS, APPLICATION OF
PROCEEDS OF THE SALE OF SERIES 2023 BONDS;
AND USE AND DISBURSEMENTS OF ACCOUNTS**

Section 3.1. Establishment of Accounts. In addition to the Accounts previously established under the Indenture, the Trustee is directed to establish the following additional Accounts: within the Project Fund, the 2023 Account and the 2023 Costs of Issuance Account; within the Debt Service Fund, the 2023 Capitalized Interest Account, the 2023 Interest Account and the 2023 Principal Account; within the Rebate Fund, the 2023 Rebate Account; within the Redemption Fund, the 2023 Redemption Account and within the Revenue Fund, the 2023 Revenue Account. The City may, from time to time, direct the Trustee in writing to establish additional Accounts or Subaccounts in accordance with the Indenture or to close any Account during any period that no money is deposited in such Account. Except as otherwise provided in this Supplemental Indenture, the moneys and securities relating to the Series 2023 Bonds deposited in the Accounts created hereby shall not be commingled with any moneys or securities relating to any other Series of Bonds heretofore or hereafter issued under the Indenture, if any, and deposited in the respective Accounts to which they relate, and moneys and securities required to be transferred between Accounts pursuant to Article V of the Indenture in respect of the Series 2023 Bonds shall only be transferred between the respective Accounts to which they relate.

Section 3.2. Application of Series 2023 Bond Proceeds and Use of 2023 Accounts. The proceeds from the sale and delivery of the Series 2023 Bonds in the amount of \$_____.00 consisting of the principal amount of Series 2023 Bonds, together with a \$0.00 cash equity contribution from Asbury Partners, LLC shall be deposited in the following Accounts:

- (a) To the 2023 Account within the Project Fund, the amount of \$ (consisting of \$_____ in Series 2023 Bond proceeds);
- (b) To the 2023 Capitalized Interest Account, the amount of \$ to pay interest due on the Series 2023 Bonds from the date of issuance through and including January 1, 2023;
- (c) To the Debt Service Reserve Fund, the amount of \$_____; and
- (d) To the Series 2023 Costs of Issuance Account, the amount of \$ to pay or reimburse costs of issuance of the Series 2023 Bonds

Section 3.3. Security for the Series 2023 Bonds. With respect to the Series 2023 Bonds, such Series 2023 Bonds shall be secured, inter alia, by the Trust Estate, including only those Net Revenues received from property associated with the Project subject to the Ordinance, the Master Developer Special Assessment Agreement and the Special Assessment Agreement.

ARTICLE IV

PROVISIONS RELATING TO THE SERIES 2023 BONDS

Section 4.1 Compliance with Certain Tax Provisions. The City covenants that it will comply with any conditions subsequent imposed by the Code and shall cause the Master Developer to do and perform all acts and things necessary or desirable in order to preserve the tax-exempt status of the Series 2023 Bonds, including the adoption of post-issuance compliance procedures addressing the requirements with respect to use of proceeds and rebate of all net investment earnings on the gross proceeds above the yield on such Series of Series 2023 Bonds.

Section 4.2 Appointment of Administrator, Special Assessment Amount and Deficiency Amount. **Public Resources Advisory Group** is hereby appointed Administrator for the Series 2023 Bonds and this Second Supplemental Indenture. Within thirty (30) days following the sale of the last unit in the Project, **Public Resources Advisory Group** shall determine the total aggregate amount of the Pledged Portion of the Special Assessment (including any Deficiency Amounts paid). In the event that such aggregate amount shall exceed the aggregate amount of the Pledged Portion of the Special Assessment required to pay debt service and other charges applicable to amount of the Series 2023 Bonds applicable to the Project, such excess may be refunded at the direction of the Master Developer, to Asbury Partners, LLC based upon payments of Deficiency Amounts.

ARTICLE V

MISCELLANEOUS

Section 5.1. Second Supplemental Indenture Construed with Indenture. All of the provisions of this Supplemental Indenture shall be deemed to be and construed as part of the Indenture to the same extent as if fully set forth therein.

Section 5.2. Indenture as Supplemented to Remain in Effect. Save and except as herein supplemented by this Supplemental Indenture, the Indenture shall remain in full force and effect.

Section 5.3. Execution in Counterparts. This Supplemental Indenture may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

Section 5.4. Severability. If any section, paragraph, clause, or provision of this Supplemental Indenture shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Supplemental Indenture.

Section 5.5. Confirmation of Actions. All action (not inconsistent with the provisions of this Supplemental Indenture) heretofore taken by the City directed toward the issuance and sale of the Series 2023 Bonds is hereby ratified, approved, and confirmed.

Section 5.6. Governing Law. This Supplemental Indenture shall be construed in accordance with the laws of the State of New Jersey.

Section 5.7. Notices. Any notice, demand, direction, request, or other instrument authorized or required by this Supplemental Indenture to be given to or filed with the City, the Trustee, the Paying Agent, or the Registrar, shall be deemed to have been sufficiently given or filed for all purposes, if any, when delivered or sent by registered or certified mail, return receipt requested, postage prepaid, and, if given by telex, telegraphic or electronic means, shall be deemed given when transmitted (receipt confirmed) to the following addresses; provided that facsimile or electronic transmissions of notices shall only be deemed to have been sufficiently given or filed for all purposes if the City and the Fiduciaries have agreed to accept notices by facsimile or electronic communication, such notice has been sent by a person authorized to give such notice and receipt of such notice has been confirmed.

If to the City:

City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712
Attn: City Manager

With copies to:

Archer & Greiner P.C.
10 Highway 35
Red Bank, New Jersey 07701
Attn: John M. Cantalupo, Esq.

If to the Trustee:

U.S. Bank Trust Company, National Association
Corporate Trust Services
333 Thornall Street
Edison, New Jersey 08837
Attn: Paul O'Brien

With copies to:

McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, New Jersey 07068
Attn: Nicholas A. Concilio, Esq.

If to the Master Developer:

Asbury Partners, LLC
1089 Ocean Avenue
Asbury Park, New Jersey 07712
Attn: Brian Cheripka

With copies to:

Gibbons, P.C.
141 West Front Street (Suite 240)
Red Bank, New Jersey 07701
Attn: Jennifer Phillips Smith, Esq.

And

Pearlman & Miranda, LLC
110 Edison Place, Suite 301
Newark, New Jersey 07102
Attn: Stephen B. Pearlman, Esq.

If to the Administrator:

Public Resources Advisory Group
150 Second Avenue North, Suite 400
St. Petersburg, FL 33701
Attn: Michael Johnston

The City and the Fiduciaries may, by like notice to each other, designate any further or different addresses to which subsequent notices shall be sent.

IN WITNESS WHEREOF, an Authorized Officer of the City and an Authorized Officer of the Trustee have hereunto executed this Supplemental Indenture as of the date first written above.

CITY OF ASBURY PARK

By: _____
DONNA M. VIEIRO
City Manager

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By: _____
PAUL O'BRIEN
Vice President

[SIGNATURE PAGE TO SECOND SUPPLEMENTAL INDENTURE]

SCHEDULE A
TERMS OF SERIES 2023 BONDS

<u>Principal Amount</u>	<u>Dated Date:</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Yield</u>
\$ _____	____, 2023	January 1, ____	____.00%	____.00%

**SCHEDULE B
FORM OF BOND**

Attachment: (227357249 – 2) - Second Supplemental Indenture - 1101 Additional RABs - 7_2023 Asbury Park (2023-408 : Supplemental

FORM OF SERIES 2023 BOND

THE SERIES 2023 BONDS MAY ONLY BE SOLD TO PURCHASERS THAT MEET THE DEFINITION OF QUALIFIED INSTITUTIONAL BUYERS OR ACCREDITED INVESTORS, EACH SUCH TERMS AS SET FORTH IN THE SECURITIES ACT OF 1933, AS AMENDED, OR TO A TRUST OR OTHER CUSTODIAL ARRANGEMENT, THE OWNERS OF ANY BENEFICIAL INTEREST IN WHICH ARE LIMITED TO QUALIFIED INSTITUTIONAL BUYERS AND ACCREDITED INVESTORS. THERE IS NO PUBLIC MARKET FOR THE SERIES 2023 BONDS, THERE IS NO PUBLIC RATING ON THE SERIES 2023 BONDS, AND PURCHASE OF THE SERIES 2023 BONDS SHOULD BE CONSIDERED ONLY BY INVESTORS WHO: (A) CAN BEAR THE ECONOMIC RISK OF SUCH INVESTMENT; (B) HAVE SUCH KNOWLEDGE AND EXPERIENCE IN BUSINESS AND FINANCIAL MATTERS AS TO BE CAPABLE OF EVALUATING THE RISKS AND MERITS OF SUCH INVESTMENT; AND (C) HAVE UNDERTAKEN THE RESPONSIBILITY FOR OBTAINING ALL INFORMATION THAT THEY DEEM NECESSARY AND DESIRABLE TO FORM A DECISION TO PURCHASE THE SERIES 2023 BONDS. EACH PROSPECTIVE INVESTOR SHOULD CONSIDER ITS FINANCIAL CONDITION AND THE RISKS INVOLVED TO DETERMINE ITS SUITABILITY TO INVEST IN THE SERIES 2023 BONDS.

IN ACCEPTING THIS SERIES 2023 BOND, THE HOLDER ACKNOWLEDGES THAT (A) IT IS A QUALIFIED INSTITUTIONAL BUYER OR ACCREDITED INVESTOR AS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED, OR A TRUST OR OTHER CUSTODIAL ARRANGEMENT, THE OWNERS OF ANY BENEFICIAL INTEREST IN WHICH ARE LIMITED TO QUALIFIED INSTITUTIONAL BUYERS AND ACCREDITED INVESTORS, (B) EXCEPT AS EXPRESSLY SET FORTH IN THE PRIVATE PLACEMENT MEMORANDUM AND THE BOND PURCHASE AGREEMENT, DATED JULY 12, 2023, BETWEEN THE CITY AND [PURCHASER], THE CITY HAS NOT PROVIDED ANY DISCLOSURE REGARDING THE CITY IN CONNECTION WITH THIS SERIES 2023 BOND AND THE CITY SHALL HAVE NO LIABILITY IF THIS SERIES 2023 BOND IS NOT SOLD TO A QUALIFIED INSTITUTIONAL BUYER OR ACCREDITED INVESTOR OR A TRUST OR OTHER CUSTODIAL ARRANGEMENT (AND THE HOLDER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY AGAINST ANY MATTER THREATENED OR BROUGHT AGAINST THE CITY IN CONNECTION THEREWITH), THE OWNERS OF ANY BENEFICIAL INTEREST IN WHICH ARE LIMITED TO QUALIFIED INSTITUTIONAL BUYERS AND ACCREDITED INVESTORS, (C) IT HAS KNOWLEDGE AND EXPERIENCE IN BUSINESS AND FINANCIAL MATTERS AS TO BE CAPABLE OF EVALUATING THE RISKS AND MERITS OF INVESTING IN THIS SERIES 2023 BOND, (D) IT CAN BEAR THE ECONOMIC RISK OF INVESTING IN THIS SERIES 2023 BOND, AND (E) IT HAS UNDERTAKEN THE OBTAINING OF ANY AND ALL INFORMATION IT DEEMS NECESSARY PRIOR TO PURCHASING THIS SERIES 2023 BOND.

R-1

\$ _____

**UNITED STATES OF AMERICA
CITY OF ASBURY PARK, NEW JERSEY
REDEVELOPMENT AREA BONDS, SERIES 2023
(BLOCK 4002 ADDITIONAL INFRASTRUCTURE PROJECT)
(NON-RECOURSE)**

DATE OF ORIGINAL ISSUE:	MATURITY DATE:	RATE OF INTEREST PER ANNUM:
July __, 2023	January 1, ____	_.00%

REGISTERED OWNER: **BOND PORTFOLIO HOLDINGS LLC**

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF ASBURY PARK, a public body corporate and politic and political subdivision of the State of New Jersey, existing under and by virtue of the Constitution and the laws of the State of New Jersey (the "City"), acknowledges itself indebted and for value received hereby promises to pay, in lawful money of the United States of America, to the Registered Owner shown above, or its registered assigns, on the Maturity Date specified above, the principal sum of _____ Dollars (\$_____) on the MATURITY DATE and to pay interest on such sum until the principal sum is paid from the most recent interest payment date next preceding the date of authentication hereof, unless the date of authentication hereof is an interest payment date, in which case from the date of authentication hereof, or unless the date of authentication hereof is prior to the first interest payment date, in which case from the DATE OF ORIGINAL ISSUE set forth above, or unless the date of authentication hereof is between a Record Date for such interest, which shall be the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding an interest payment date, and the next succeeding interest payment date, in which case from such interest payment date, at the RATE OF INTEREST PER ANNUM specified above semiannually on the first day of **January and July** in each year until maturity, commencing on __, 2023. Interest on this bond will be paid to the registered owner as listed on the records of Registrar as of each Record Date. Upon final maturity, principal of this bond will be paid to the registered owner, as listed on the records of the Registrar, upon presentation and surrender at the corporate trust office of U.S. Bank Trust Company, National Association, Edison, New Jersey, the Trustee, Registrar and Paying Agent. Principal (other than at final maturity) and interest on the Bonds will be paid by the Trustee on each Bond Payment Date by check or draft mailed to (or, at the written request of any Registered Owner that owns Bonds in an aggregate principal amount of \$_____ or more, by electronic transfer credited to the benefit of such Registered Owner) the person in whose name a Bond is registered on the Bond Register at the close of business on the Record Date, and at the address appearing on such Bond Register (or, in the case of an electronic transfer, to the financial institution and account number reflected in the registration books).

No transfer of this bond shall be valid unless made on the registration books of the City kept for that purpose at the corporate trust office of the Registrar and by surrender of this bond (together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or by his or her duly authorized attorney) and the issuance of a new bond or

bonds in the same form and tenor as the original bond except for the differences in the name of its registered owner, the denominations and the Date of Authentication. The owner of any bond or bonds may surrender same (together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or by his or her duly authorized attorney), in exchange for an equal aggregate principal amount of bonds of any authorized denominations.

This bond is one of a duly authorized issue of bonds of the City designated "City of Asbury Park, Redevelopment Area Bonds, Series 2023 (Waterfront Redevelopment Area Infrastructure Project) ("Non-Recourse")", limited to an aggregate principal amount of \$_____ (herein called the "Series 2023 Bonds"), which has been duly issued by the City under and pursuant to the laws of the State of New Jersey, particularly the Redevelopment Area Bond Law, as amended and supplemented) (hereinafter called the "Act"), and pursuant to the provisions of a Trust Indenture dated as of July 1, 2013 by and between the City and the Trustee as amended and supplemented, including by the Second Supplemental Trust Indenture dated as of July 1, 2023 by and between the City and Trustee (together, the "Indenture"). The proceeds of the Series 2023 Bonds will be used to (i) finance the cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements on property identified as Block 4003, Lots 12, 13, and 14 on the official tax map of the City, (ii) make a deposit to the various funds and accounts established under the Indenture, including for the payment of capitalized interest on the Series 2023 Bonds through and including January 1, ____, and (iii) provide funds to pay certain costs of issuing the Series 2023 Bonds. Terms not defined herein shall have the meanings assigned to them in the Indenture.

This bond, and the Series 2023 Bonds of which it is a part, shall constitute limited non-recourse obligations of the City payable from and secured by a pledge of and lien on the Net Revenues, including the Pledged Portion of Special Assessments, all funds held in the Funds and Accounts established thereunder (except funds held in the Rebate Fund or Administrative Expenses Fund) and investments, if any, thereof and earnings, if any, thereon; and any and all other real or personal property of every name and nature from time-to-time conveyed, mortgaged, assigned, or transferred as and for additional security under the Indenture by the City or anyone on its behalf or, with its written consent, to the Trustee.

Net Revenues are defined in the Indenture as (i) all amounts payable in respect of, or proceeds from each Series of Bonds concerning each tranche, (ii) investment income in respect of any money held by the Trustee pursuant to this Indenture with respect to each Series of Bonds concerning each tranche, (iii) any other amounts paid to the Trustee pursuant to the Special Assessment Agreement associated with each tranche; (iv) the Pledged Portion of the Special Assessment with respect to each Series of Bonds concerning each tranche, and (v) the Pledged Municipal Lien Enforcement Revenues with respect to each Series of Bonds concerning each tranche; provided that each tranche is to be secured solely by the Net Revenues received pursuant to a certain Special Assessment Agreements associated with each tranche and as shall be specifically set forth in any Supplemental Indenture for a Series of Bonds associated with each tranche.

The Series 2023 Bonds shall be subject to redemption as follows:

(i) Optional Redemption. The Series 2023 Bonds are not subject to redemption prior to their respective maturities.

(ii) Special Mandatory Redemption. The Series 2023 Bonds are subject to special mandatory redemption prior to maturity, on any Payment Date, in whole or in

Date (January 1)	Sinking Fund Payment

** Final Maturity

(v) Partial Redemption. Any partial redemption of the Series 2023 Bonds shall be in the largest integral multiples of the minimum Authorized Denomination derived from the amounts to be applied to such redemption; provided, however, the remaining Series 2023 Bonds left Outstanding must be in Authorized Denominations.

Notice of Redemption. Notice of redemption of the Series 2023 Bonds shall be given by first class mail, or otherwise in accordance with the procedures of DTC, not less than fifteen (15) nor more than thirty (30) days before the redemption date, to the registered Owners of any Series 2023 Bonds or portions of Series 2023 Bonds which are to be redeemed, at their last addresses, if any, appearing upon the registry books, in the form described in Article III of the Indenture.

THIS BOND, AND THE SERIES 2023 BONDS OF WHICH IT IS A PART, SHALL CONSTITUTE LIMITED NON-RECOURSE OBLIGATIONS OF THE CITY AND THE PRINCIPAL, REDEMPTION PRICE, IF ANY, OF AND INTEREST ON THE SERIES 2023 BONDS ARE PAYABLE BY THE CITY SOLELY FROM THE TRUST ESTATE, AND NEITHER THE CITY, THE STATE OF NEW JERSEY NOR ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE CITY (BUT SOLELY TO THE EXTENT OF THE TRUST ESTATE), IS OBLIGATED TO PAY THE PRINCIPAL, REDEMPTION PRICE, IF ANY, OF OR INTEREST ON THE BONDS, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE STATE OF NEW JERSEY OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL, REDEMPTION PRICE, IF ANY, OF OR INTEREST ON THE SERIES 2023 BONDS.

No recourse shall be had for the payment of the principal of or interest on this bond against any member or other officer of the City or any person executing this bond, all such liability, if any, being hereby expressly waived and released by every registered owner of this bond by the acceptance hereof and as a part of the consideration hereof, as provided in the Indenture.

It is hereby certified, recited and declared that all conditions, acts and things required by the Constitution and statutes of the State of New Jersey to exist, to have happened and to have been performed precedent to and in the issuance of this bond, do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of the Series 2023 Bonds together with all other indebtedness of the City, does not exceed or violate any Constitutional or statutory limitation upon the amount of bonded indebtedness prescribed by law for the City.

This bond shall not be entitled to any benefit under the Indenture or be valid or become obligatory for any purpose until this bond shall have been authenticated by the execution by the

Trustee, or by any authenticating agent of the Trustee approved by the City of the Certificate of Authentication hereon.

IN WITNESS WHEREOF, THE CITY OF ASBURY PARK has issued this bond and has caused the same to be executed in its name by the manual or facsimile signature of its Mayor, Deputy Mayor or City Manager and its corporate seal (or a facsimile thereof) to be affixed, imprinted, engraved or otherwise reproduced hereon and attested by the manual or facsimile signature of its Clerk or Deputy Clerk, as of the Date of Original Issue stated above.

(SEAL)

ATTEST:

CITY OF ASBURY PARK

Lisa Esposito, Clerk

By: _____
John B. Moor, Mayor

CERTIFICATE OF AUTHENTICATION

This bond is one of the Series 2023 Bonds described in the within mentioned Indenture.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee

By: _____
Paul O'Brien
Vice President

Date of Authentication: July __, 2023

ASSIGNMENT

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers unto _____ the within bond issued by the City of Asbury Park, New Jersey, and all rights thereunder, hereby irrevocably appointing _____ attorney to transfer said bond on the bond register, with full power of substitution in the premises.

Dated: _____

Note: The Assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular without alteration or any change whatever.

227357249 v2



Minutes
Meeting of the Municipal Council
Wednesday, August 9, 2023
REGULAR MEETING

Executive Session - 4:00 p.m.

2023-398 Resolution Authorizing a meeting which excludes the public

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
ABSENT:	Amy Quinn

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

Attendee Name	Title	Status	Arrived
Angela Ahbez-Anderson	Councilmember	Present	
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Amy Quinn	Deputy Mayor	Absent	
John Moor	Mayor	Present	
Donna Vieiro	City Manager	Present	
Frederick Raffetto	City Attorney	Present	
Lisa Esposito	City Clerk	Present	
Anthony Cucci	Deputy City Clerk	Absent	

City Clerk Lisa Esposito called the meeting to order at 6:00 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

PROCLAMATIONS

1. Proclamations Recognizing Asbury Park Beach Lifeguards
Proclamations recognizing the following Asbury Park Lifeguards: Alexa Houseknecht, Gerlinde Dunnican, Kira Dunnican, Karli Rymer, and Tom Rant.

SPECIAL EVENT APPLICATIONS:

Director of Recreation, Leesha Floyd presented special events applications to Mayor and Council.

ITEMS TO BE PRESENTED:

Matters from City Council

Council member Ahbez-Anderson had no matters at this time.

Council member Chapman stated, the Asbury Park Back to School Fair will be on August 19th from 1:00pm to 4:00pm in Springwood Park. There will be games, rides, free food, a petting zoo, and giveaways. I would like to remind everyone about the Asbury Park Film Challenge, a three week challenge to create a 3-minute film. It started yesterday. Concerts in Springwood park on Monday nights, concerts on the boardwalk on Friday nights, concerts at the Turf Club on Tuesdays nights, all for free. Get out and enjoy this beautiful weather and listen to some great music.

Council member Clayton had no matters at this time.

Mayor Moor had no matters at this time.

Matters from City Manager

City Manager, Donna Viero had no matters at this time.

Matters from City Attorney

City Attorney, Frederick Raffetto had no matters at this time.

PUBLIC PARTICIPATION

A motion was made by Council member Chapman and seconded by Council member Clayton to open the meeting to the public. All were in favor. The following members of the public spoke: Rita Marano made a comment about redevelopment and property taxes.

A motion to close the meeting to the public was made by Mayor Moor and seconded by Council member Chapman. All were in favor.

MINUTES

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
ABSENT:	Amy Quinn

1. Municipal Council- Executive Meeting July 26, 2023 4:00 PM
2. Municipal Council - Regular Meeting - Jul 26, 2023 6:00 PM

CONSENT AGENDA RESOLUTIONS

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
ABSENT:	Amy Quinn

2023-399 Resolution Approving Special Event Applications

2023-400 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2023 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - UEZ Micro-Business Lease Assistance Fund

2023-401 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2023 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - DOT Transportation Center, Cookman Ave. Lake Ave. and Springwood Ave. Bike Racks and Locks

INDIVIDUAL RESOLUTIONS

2023-402 Resolution Approving Payment of Bills

RESULT:	ADOPTED [3 TO 1]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton
NAYS:	John Moor
ABSENT:	Amy Quinn

2023-403 Resolution Authorizing the Purchase a New Hood Assembly Needed for DPW Garbage Truck #9

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
ABSENT:	Amy Quinn

2023-404 Resolution Authorizing the Purchase and Installation of Two Automated License Plate Reader (ALPR) for the Police Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
ABSENT:	Amy Quinn

2023-405 Resolution Awarding a Contract to G.M.H. Associates for Thickener Mechanism and Drive Units Needed at the Wastewater Treatment Plant

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
ABSENT:	Amy Quinn

2023-406 Resolution Awarding a Bid for Roadway Improvements Program

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
ABSENT:	Amy Quinn

2023-407 Resolution for Third and Final Renewal of a Contract with the State of New Jersey for the Use of the Bangs Avenue Garage

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
ABSENT:	Amy Quinn

2023-408 Supplemental Resolution Authorizing The Issuance Of One Or More Series Of Additional Non-Recourse Redevelopment Area Bonds Of The City Of Asbury Park In An Aggregate Principal Amount Not To Exceed \$4,500,000 (Block 4002 Additional Infrastructure Project) In Connection With A Project Being Undertaken In The City By Asbury Partners, LLC And As A Portion Of Non-Recourse Redevelopment Area Bonds Of The City

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
ABSENT:	Amy Quinn

ADJOURNMENT

The meeting was adjourned at 6:27 PM

A motion to close the meeting was made by Council member Ahbez-Anderson and seconded Council member Chapman. Meeting adjourned at 6:27 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk