



Agenda
Meeting of the Municipal Council
Wednesday, September 11, 2024
REGULAR MEETING 6:00 PM

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

2024-402 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. Fire Department Alert System - Proposed Contract
2. Purchase and Sale Agreement Concerning Block 704, Lots 9 and 10 - Asbury Park Housing Authority
3. Boardwalk Restoration Fund Sub Grant Agreement -City of Asbury Park and Madison Asbury Retail, LLC

B. Litigation

1. JLD Investment Group, LLC v. City of Asbury Park; City of Asbury Park Planning Board
2. Steinbach Liquor License, LLC vs. City of Asbury Park
3. In the Matter of the Asbury Park Firehouse Site (800 Main Street) – Administrative Consent Order with NJDEP

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 22, 2024, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Special Event Applications:

Items to be Presented:

Matters from City Council

Matters from City Manager

Matters from City Attorney

1. Presentation by APW Redeveloper LLC and Asbury Partners LLC for the Redevelopment of Block 4302, Lot 2 201-203 Eighth Avenue

III. Regular Meeting

A. Public Participation

B. Minutes

- Municipal Council- Executive Meeting August 14, 2024 4:00 PM
- Municipal Council - Regular Meeting - Aug 14, 2024 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.

2024-403 Resolution Approving Special Event Applications

2024-404 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 2024 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - National Opioid Settlement Proceeds

2024-405 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 2024 Sewer Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - American Rescue Plan

2024-406 Resolution Designating the Appointment of a Records Custodian in The City of Asbury Park Police Department for The Purposes of Open Public Records and Litigation Matters

D. Individual Resolutions

2024-407 Resolution Approving Payment of Bills

2024-408 Resolution Authorizing the Purchase and Installation of an HVAC System for the Police Department Evidence Rooms

2024-409 Resolution Authorizing the Purchase of Personal Protection Turnout Gear for the Fire Department

- 2024-410 Resolution Authorizing Purchase of Ammunition for the Police Department
- 2024-411 Resolution Awarding the Purchase of Snow Fencing Needed at the Beach to Robco Supply LLC
- 2024-412 Resolution Authorizing Design Services, and Contract Administration Services to Dynamic Traffic, LLC for Safe Routes to Transit, Intersection Upgrades and Traffic Signal Installation at Cookman Avenue and Bond Street
- 2024-413 Resolution Authorizing the Annual Renewal of Vector Scheduling Software for the Fire Department
- 2024-414 Resolution Authorizing the City of Asbury Park to Implement the Competitive Contracting Process to Procure the Software and Management Concerning the Scheduling, Fee Structure, Payment Processing and Record Keeping of Off-Duty Police Detail Administration Within the City
- 2024-415 Resolution Authorizing the Purchase of Short-Term Rental Permitting Software Needed for Code Enforcement
- 2024-416 Resolution Amending Resolution 2023-438 and the Contract with S. Brothers for Roadway Improvement Program
- 2024-417 Resolution Amending The Scope Of Engineering Services To Be Performed By CDM Smith, Inc., Relating To The Design Of Phase I Wastewater Treatment Plant Improvements In Order To Include System, Resiliency, WWTP Breakroom, Structural Improvements for Belt Thickener Access, Improvements for Screenings, Effluent Pump Check Valve Replacement, Additional Structural Analysis
- 2024-418 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 for PHM Sunset Park Urban Renewal LLC (Pulte Block 4205)
- 2024-419 Resolution Approving Change Order #2 for the 2022 Roadway Improvement Program
- 2024-420 Resolution Approving Change Order 11 for Memorial Drive Improvements Project
- 2024-421 Resolution Authorizing The Execution Of An Indemnification And Hold Harmless Agreement With New York SMSA Limited Partnership D/B/A Verizon Wireless
- 2024-422 Resolution of The Mayor And City Council of The City of Asbury Park Authorizing The Use of The Properties Located At 512 Summerfield Avenue (Block 3101, Lot 3) and 514 Summerfield Avenue (Block 3101, Lot 2) As A Parking Lot on An Interim Basis And Authorizing The Entry of An Interim Parking Agreement Between Sackman Asset Management, LLC and The City

- 2024-423 Resolution of the Mayor and City Council of The City of Asbury Park to enter into a Professional Services Agreement with BJH Advisors for the Provision of RAB Administration for PHM Sunset Park Urban Renewal LLC (Pulte Block 4205)
- 2024-424 Resolution of the Mayor and City Council of The City of Asbury Park to Enter into a Second Amendment of the Subsequent Developer Agreement with Asbury Partners, LLC as Master Developer and Somerset Asbury Park in Connection with the Redevelopment of that Certain Real Property Located at Block 4105, Lot 1.01 (1209 Ocean and 115 Fourth Avenue) in the City of Asbury Park (Formerly Block 4105, Lots 1, 2 and a Portion of 3)
- 2024-425 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 \$3,000,000 (Waterfront Redevelopment Area Infrastructure Project) In Connection With A Project Being Undertaken In The City By PHM Sunset Square Urban Renewal LLC And As A Portion Of The Non-Recourse Redevelopment Area Bonds Of The City Previously Approved Pursuant To A Resolution Duly Adopted By The City Council On February 20, 2013
- 2024-426 Resolution Amending the Metered Parking Requirements in the City for November 2024 and December 2024
- 2024-427 Resolution Authorizing The City Of Asbury Park To Accept An Assistance To Firefighter Grant (AFG) From The Federal Emergency Management Agency (FEMA) Relating To Confined Space Emergencies, And Authorizing The City To Execute A Memorandum Of Understanding With The Long Branch Fire Department And The Wall Township Fire District #3, In Furtherance Thereof

E. Ordinances

1. Second Reading/Public Hearing

- 2024-28 Ordinance of The City of Asbury Park, In The County of Monmouth, State Of New Jersey, Authorizing The Execution of a First Amendment To a Lease Agreement With Asbury Partners, LLC, Cajun Fish Holdings, LLC and AP Five Prop Holdings, LLC For Certain Property Within The Asbury Park Waterfront Redevelopment Area
- 2024-29 Ordinance Establishing A Restricted Parking Space For Use By Handicapped Persons In The City Of Asbury Park along Bond Street, And Amending And Supplementing Section 7-36, Entitled, "Handicapped Parking," Of Chapter VII, "Traffic," Of The "Revised General Ordinances Of The City Of Asbury Park, New Jersey."
- 2024-30 Ordinance Establishing A Restricted Parking Space For Use By Handicapped Persons residing at 1515 Summerfield Avenue In The City Of Asbury Park, And Amending And Supplementing Section 7-36,

Entitled, “Handicapped Parking,” Of Chapter Vii, “Traffic,” Of The
“Revised General Ordinances Of The City Of Asbury Park, New Jersey.”

F. Adjournment

**RESOLUTION NO. 2024-402****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 September 11, 2024 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. Fire Department Alert System - Proposed Contract
2. Purchase and Sale Agreement Concerning Block 704, Lots 9 and 10 - Asbury Park Housing Authority
3. Boardwalk Restoration Fund Sub Grant Agreement -City of Asbury Park and Madison Asbury Retail, LLC

B. Litigation:

1. JLD Investment Group, LLC v. City of Asbury Park; City of Asbury Park Planning Board
2. Steinbach Liquor License, LLC vs. City of Asbury Park
3. In the Matter of the Asbury Park Firehouse Site (800 Main Street) – Administrative Consent Order with NJDEP

C. Attorney-Client Privilege:

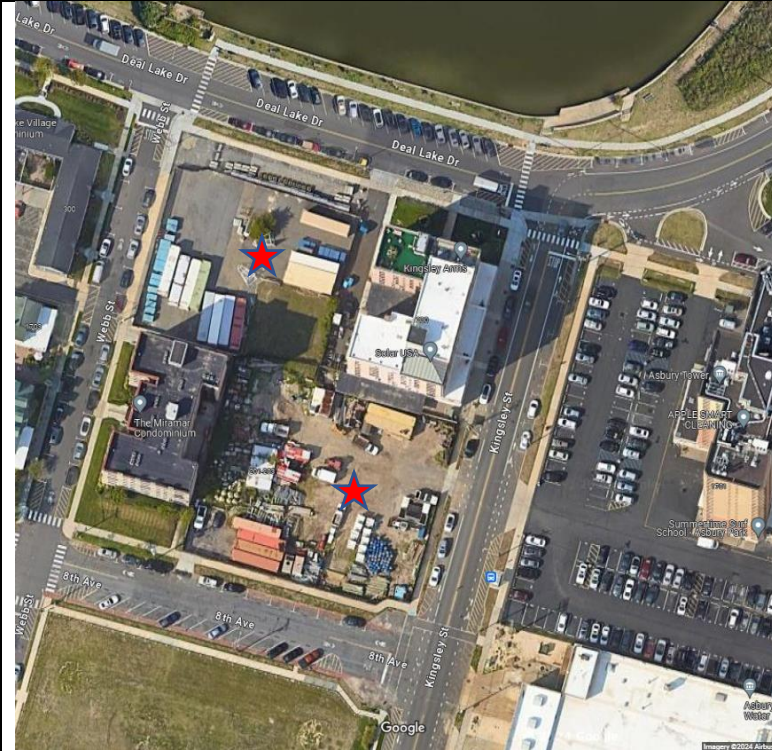
The public is excluded from said meeting, and further notice is dispensed with, all in accordance with section 8 and 4a of the Open Public Meetings Act.

LISA ESPOSITO
CITY CLERK

Summary

Block 4302, Lot 2 201-203 Eighth Avenue
AP Five Prop Holding and K. Hovnanian

Two buildings of 27 Units each. 108 parking spaces provided at 2 spaces per unit.



SOUTH BUILDING - ELEVATION ALONG KINGSLEY STREET

CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07712

PHONE: (732) 775-2100
WWW.CITYOFASBURY PARK.COM



JOHN MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
ANGELA AHBEZ-ANDERSON, COUNCILMEMBER
EILEEN CHAPMAN, COUNCILMEMBER
YVONNE CLAYTON, COUNCILMEMBER

LILLIAN L. NAZZARO, ESQ., CITY MANAGER
JOHN B. HAYES, DEPUTY CITY MANAGER
LISA ESPOSITO, RMC, CITY CLERK

Technical Review Committee

To: Mayor and Municipal Council

From: Michele Alonso, PP/AICP, Director of Planning and Redevelopment on behalf of the Technical Review Committee

CC: Joseph Maraziti, Redevelopment Counsel
Jennifer Smith, Counsel for Developer

Date: July 8, 2024

Re: TRC REVIEW
Block 4302, Lot 2
201-203 Eighth Avenue

The TRC met on May 1, 2024 to review proposed redevelopment for Block 4302, Lot 2, 201-203 Eighth Avenue. Present members of the TRC were Julie Kroon, Architect from CCH, Michael Sullivan, Planner from CCH, Sam Avakian, Board Engineer from Avakian Engineering, Barbara Krzak, Planning Board Chairperson, Yvonne Clayton Councilwoman, Michael Sheehan of the DEP and Michele Alonso, City Staff, Director of Planning and Redevelopment.

The Project will consist of two (2) buildings (each composed of 27 condominium flats) on the approximately 1.248-acre Property. Each building will be comprised of a total of four (4) stories, with a mezzanine level to access the rooftop deck area. The actual residential units will consist of three (3) stories, with a one (1) story garage level constructed below the residential units. Finally, additional surface parking will also be available within an adjoining parking lot located between each building.

There are 27 units per building with 2 one-bedrooms, 13 two-bedrooms, and 12 three-bedrooms. Each building will have a bicycle storage room.

The parcel is bounded by Deal Lake Drive to the north, Kingsley Street to the east, Eighth Avenue to the south and Webb Street to the west within the North Shore district within the Prime Renewal Area of the City's Waterfront Redevelopment Area. One building will be located at the corner of Deal Lake Drive and Webb Street. The second building will be located at the corner of Kingsley Street and Eighth Avenue. Each building will be comprised of a total of 4-stories and a mezzanine level to access the rooftop deck area on each building. The actual residential units are 3 stories with a 1-story garage level constructed below the residential units. There will be additional surface parking available within an adjoining parking

lot located between the buildings. The garage access points for each building have been modified such that the ingress and egress points are interior to the parking area on the site and not interfacing with the adjoining public rights-of-way.

The architecture is an interpretation of the Mediterranean Revival style with arched windows, fiber cement board, faux tile roof and neutral color.

There is a substantial change in elevation from the sidewalk/street level and the building entrance; a wheelchair lift is provided in addition to a set of exterior stairs and elevated patio.

The Waterfront Redevelopment Plan requires 2 parking spaces for each dwelling unit created as part of new construction on Block 4302 (former Block 219). The proposed development consists of 54 dwelling units, requiring 108 off-street parking spaces. The conceptual floor plan shows 42 parking spaces, including accessible spaces for each building; equaling 84 garage spaces. The plan also proposes 23 surface parking spaces on the property behind the buildings, for a total of 107 offstreet parking spaces.

Design Waivers requested

The proposed project conforms in minimum lot area, building height, and parking requirements. Various design waivers are required for architectural design. The intent of the design guidelines is to execute Mediterranean Revival, Arts and Crafts and Moderne styles. Existing buildings are to be used as design context and applicants are expected to provide documentation of the block faces on both sides of the street with the proposed building shown within urban context. While the proposed buildings generally follow the design intent of Mediterranean Revival, the following design waivers are required:

- Doors shall be painted wood or composite wood.
- Windows shall be single, double, triple-hung, or operable casements.
- The minimum requirement for fenestration on façades shall be 20 percent.
- The openings on a frontage must remain within a void-to-solid ratio of no more than 45 percent.
- All windows, except storefronts, shall be operable as hung or casement. Sliding and awning windows shall not be permitted.
- Windows shall not be installed flush with the outer surface of the façade. Window sills should be provided.
- Excessive balconies.
- Multiple balconies, shall be confined to the rear and side elevations.
- Balconies may have masonry or metal parapets.
- Doors (except garage doors) shall be side hinged (no sliders).
- Garage Doors facing a frontage shall be a maximum of 9 feet wide.
- Ground Level Parking Not Masked by Habitable Liner Building.
- Base Design.
- Adequate parapets to screen rooftop elements.
- Minimum Parking Lot Landscaping.
- Parking Lot Planting Islands.

TRC comments and recommendations:

Retaining walls should be constructed of a durable masonry material that matches the finish of the façade of building other than segmented concrete block.

Bracketed balconies are preferred to better approximate the referenced building style.

Alternatives for side street frontages and garage level openings should be explored to add interest to these surfaces. The 8th Ave and Webb Street facades, especially at the blank expanse of garage wall, should be redesigned to have more visual interest as the front facades

June 20, 2024

VIA ELECTRONIC DELIVERY

Michele Alonso, AICP, PP
Director of Planning and Redevelopment
City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712

**Re: APW Redeveloper LLC and Asbury Partners LLC
201-203 8th Ave, Block 4302, Lot 2 (“Property”)
Submission to the City Council as Redevelopment Entity**

Dear Ms. Alonso:

We represent Asbury Partners LLC (“Master Developer”) and its affiliate APW Redeveloper, LLC (“Applicant”) in connection with its proposed development of the aforementioned Property. Applicant intends to seek preliminary and final site plan approval, as well as design waivers, to construct fifty four (54) for-sale multifamily residential dwellings to be known as the Views at North Shore (the “Project”). Accordingly, we are pleased to submit the accompanying application for review by the City Council and request that Applicant be designated as the subsequent developer.

The Project will consist of two (2) buildings (each comprised of 27 condominium flats) on the approximately 1.248-acre Property. Each building will be comprised of a total of four (4) stories, with a mezzanine level to access the rooftop deck area. The actual residential units will consist of three (3) stories, with a one (1) story garage level constructed below the residential units. Finally, additional surface parking will also be available within an adjoining parking lot located between each building.

Applicant appeared before the Technical Review Committee on May 1, 2024, and has made various design revisions, as detailed in the enclosed Project Description. Notably, Applicant moved the parking garage entrances for each building into the internal driveway, rather than having such garages face the public street.

In support of this submission, the following documents are collated into sets and enclosed for your review:

1. Application for Review by the Redevelopment Agency;

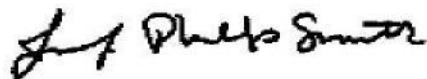
GIBBONS P.C.

Michele Alonso, AICP, PP
Director of Planning and Redevelopment
June 20, 2024
Page 2

2. Narrative Description of Project, Revise June 20, 2024;
3. Site Plans, prepared by Colliers Engineering & Design, dated December 7, 2023, revised June 13, 2024 consisting of the Cover Sheet and Sheet 3;
4. Landscaping Plans, prepared by BML Studio, dated February 1, 2024, revised June 6, 2024 consisting of four (4) sheets;
5. Landscape Exhibit, prepared by BML Studio, dated June 10, 2024;
6. Architectural Plans, prepared by MVMK Architecture, dated June 12, 2024, consisting of sixteen (16) sheets; and
7. Disclosure of Political Contribution Certifications from: (i) Brian A. Cheripka; (ii) David J. Furgal; (iii) Brian Leff; (iv) Frank Minervini; (v) John Barree; (vi) Robert Curley; (vii) Jennifer Phillips Smith; (viii) Steve Blisnuk; (ix) Carl Erler; and (x) Justin Neden.

We look forward to appearing before the City Council on the first available date. Please advise if you require any additional materials prior to the meeting.

Sincerely,



Jennifer Phillips Smith
Director

cc: (via e-mail)
Brian A. Cheripka
David J. Furgal

Enclosures

Attachment: Council Application June 20 2024 (1) (2024-82 : Presentation by APW Redeveloper LLC and Asbury Partners LLC for the

CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07712

PHONE: (732) 775-2100
WWW.CITYOFASBURY PARK.COM



JOHN MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
EILEEN CHAPMAN, COUNCILPERSON
YVONNE CLAYTON, COUNCILPERSON
JESSE KENDLE, COUNCILPERSON

MICHAEL N. CAPABIANCO, CITY MANAGER
CINDY A. DYE, RMC, CITY CLERK

Application for Review by the Redevelopment Agency

FILL IN ALL BLANKS

PROPERTY LOCATION: 201-203 8th Ave **Block:** 4302 **Lot(s):** 2

1. APPLICANT INFORMATION:

Name: APW Redeveloper LLC

Address: 1089 Ocean Avenue, Asbury Park, NJ 07712

Phone # 732-774-1143 Fax:

Email: dfurgal@starfieldcompanies.com

2. ATTORNEY INFORMATION:

Name: Jennifer Phillips Smith

Address: 141 West Front Street, Suite 240, Red Bank, NJ 07701

Phone #: 732-704-5818 Fax:

Email: jsmith@gibbonslaw.com

3. ARCHITECT INFORMATION:

Name: MVMK Architecture & Design

Address: 360 14th Street, Hoboken, NJ 07030

Phone #: 201-386-0637 Fax: 201-386-0628

Email: frankminervini@mvmkarchitecture.com

4. ENGINEER INFORMATION:

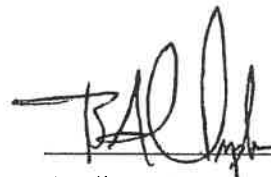
Name: Colliers Engineering & Design

Address: 101 Crawfords Corner Road, Suite 3400, Holmdel, NJ 07733

Phone #: 877-627-3772 Fax:

Email: robert.curley@collierseng.com

5. PRESENT OWNER (If not applicant)
 Name: AP Five Prop Holdings LLC
 Address: 1089 Ocean Ave, 3rd Floor, Asbury Park NJ 07712
 Phone #: 732-774-1143 Fax: _____
 Email: dfurgal@starfieldcompanies.com
6. Interest of applicant, if other than owner: Affiliate of Master Developer and Owner
7. Existing Use Unoccupied lot, formerly City's Beach Operations Facility
 Block 4302 Lot 12
8. Primary Zone WRA Infill Zone _____ Other _____
9. Property is located in zone WRA as per Asbury Park Land Development Ordinance.
10. Property ☐ is ☒ is not located in a Historical District.
 Historic District _____
11. Lot Size 1.24 ac _____ ft. Size of Structure(s) _____ total sq. ft.
12. Percentage of Impervious area _____ % Total # of Units 54
 Building Height _____ Stories 4
13. Proposed Amendment(s) to plan:
None


 Applicant Signature

CHECKLIST FOR APPLICATION¹ TO REDEVELOPMENT AGENCY

C N N/A

**ALL PLANS, FORMS & APPLICATION MUST BE
FOLDED AND COLLATED INTO SETS for each board
member/professional.**

- | | | | |
|-------------------------------------|--------------------------|--------------------------|--|
| ☒ | ☐ | ☐ | 1. Fifteen (15) copies of the application form. |
| ☒ | ☐ | ☐ | 2. Fifteen (15) copies of Concept Site Plan. Six (6) full-size sets at 24"x36" and Nine (9) 11"x17" size sets. |
| ☒ | ☐ | ☐ | 3. Fifteen (15) copies of Elevations of Building (4 sides). |
| ☒ | ☐ | ☐ | 4. Fifteen (15) copies of Proposed Floor Plans (not construction plans). Six (6) full-size sets at 24"x36" and Nine (9) 11"x17" size sets. |
| ☒ | ☐ | ☐ | 5. Fifteen (15) copies of Detail information sufficient to describe architectural character, material and colors. |
| ☒ | ☐ | ☐ | 6. Fifteen (15) copies of Roof Top Detail (Vertical Detail & Surface Layout). |
| ☒ | ☐ | ☐ | 7. Affidavit of Application. |
| ☒ | ☐ | ☐ | 8. Contribution Disclosure Statement <i>for each</i> applicant and professional. |

C=Complete N=Incomplete N/A=Not Applicable

All architectural engineering prints must be folded and collated.

Please note, further submission to the Planning Board and/or the Redevelopment Agency will require additional submissions and more detailed application forms.

Requirements of the Waterfront Redevelopment Plan of the City of Asbury Park and any applicable sections of the Revised General Ordinances of the City of Asbury Park Volume II, Chapter 30 Land Development Regulations.

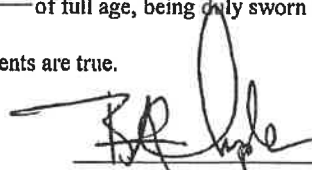
¹Adopted by Ordinance #2684 by the City of Asbury Park May 19, 2004

²Adopted by Ordinance #2680 by the City of Asbury Park April 7 2004

AFFIDAVIT OF APPLICATION

State of New Jersey}
County of Monmouth) SS:

Brian A. Cheripka of full age, being duly sworn according to law,
on oath depose and say that all the above statements are true.

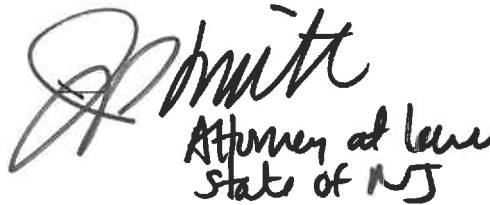


Signature of Applicant

Sworn to and subscribed before me,

This 20th day of June 2024.

Notary Public - State of New Jersey



Attorney at Law
State of NJ

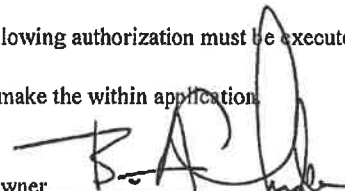
 AUTHORIZATION

(If anyone other than the owner is making application, the following authorization must be executed).

APW Redeveloper LLC or Asbury Partners
is hereby authorized to make the within application.

Date: 6/20/24

Signature of Owner



Brian A. Cheripka, Authorized Representative

**The Views at North Shore
201-203 Eighth Ave
Block 4302, Lot 2 (54 Condominium Units)
City of Asbury Park, Monmouth County, New Jersey**

Narrative Description of Project

REVISED JUNE 20 2024

**IN RESPONSE TO COMMENTS FROM THE TRC
HEARING ON MAY 1, 2024 AND THE CITY'S
PLANNING STAFF AND CONSULTANTS AT A
MAY 22, 2024 MEETING**

Overview

Applicant proposes the development of 54 for-sale multifamily residential dwellings to be known as the Views at North Shore to be located within two (2) buildings (consisting of 27 condominium flats, each) on an approximately 1.248-acre parcel known as Block 4302, Lot 2. The parcel is bounded by Deal Lake Drive to the north, Kingsley Street to the east, Eighth Avenue to south and Webb Street to the west within the North Shore district within the Prime Renewal Area of the City's Waterfront Redevelopment Area.

One building will be located at the corner of Deal Lake Drive and Webb Street. The second building will be located at the corner of Kingsley Street and Eighth Avenue. Each building will be comprised of a total of 4-stories and a mezzanine level to access the rooftop deck area on each building. The actual residential units consist of 3 stories with a 1-story garage level constructed below the residential units. There will be additional surface parking available within an adjoining parking lot located between the buildings. Consistent with comments provided by the Technical Review Committee and the City's planning staff and consultants, the garage access points for each building have been modified such that the ingress and egress points are now interior to the parking area on the site and not interfacing with the adjoining public rights-of-way.

The Applicant will seek preliminary and final site plan approval and design waivers, as briefly outlined herein.

Architectural Design & Streetscape Elements

Consistent with comments provided by the Technical Review Committee and the City's planning staff and consultants, the submitted, revised renderings depict the evolution of design, with modifications noted to the landscape architecture interface with the public rights-of-way and adjoining streetscape. Importantly, extensive landscape architectural revisions were undertaken to expand the terraced and landscape patio areas into the former garage entry areas and to modify the originally presented landscape architectural features to conform with comments received from the City's planning staff and consultants.

The Views at North Shore advances the design principles set forth in Section 2.2 (Redevelopment Objectives) of the Asbury Park Waterfront Redevelopment Plan (WRP) by developing new residential buildings which blend seamlessly with buildings exhibiting Asbury Park's strong historical character, while simultaneously extending the North Shore district's character in a contemporary way. With its strong Mediterranean-inspired architecture, open

floorplans, rooftop deck features, large windows with Palladian-replicated features, and rooftop architectural elements replicating terracotta tiles, the Views at North Shore clearly evinces a strong nod to the City's historical past while echoing nearby structures and simultaneously providing more modern living amenities and quality of life enhancements. Some of the architectural influences that inspired the Views at North Shore aesthetics include some of its historical landmarks, including the Santander Condominium, the Charms Building, the United States Post Office, and the Hotel Monterey.

The rooftop deck features on each building, as well as the private balconies at each Unit will offer residents the ability to take full advantage of the expansive views of the Atlantic Ocean and Deal Lake, as well as the breezes afforded by the community's lakefront proximity.

Importantly, the layout of each building's exterior amenities was carefully planned to enhance their street corner locations and interface with the City's rights-of-way, while blending seamlessly with the future improvements implemented by the City's Master Developer (including new sidewalks and street trees). Residents will enjoy socializing on the beautiful terraced and substantially landscaped patio areas adjoining the City's streets. Consistent with comments provided by the Technical Review Committee and the City's planning staff and consultants, the entry plazas have been significantly revised as outlined in greater detail below within this Narrative Description.

The chosen façade materials consist of quality cementitious materials to achieve the City's goals of high-quality architecture, as well as color combinations suitable for the architectural character in order to achieve the City's redevelopment goals of creating high-quality architecture that will be pleasing for the City's residents and visitors. Consistent with the architectural vocabulary of the buildings, the rooftops will include metal roofing accents inspired by terracotta roof tiles. These cladding materials, which align with the intent of the Waterfront Redevelopment Plan's Building Elements, will be uniform between both buildings to present a consistent, community aesthetic. Consistent with comments provided by the Technical Review Committee and the City's planning staff and consultants, the entry plaza landscape architectural walls have been significantly revised as outlined in greater detail below within this Narrative Description.

Building Program

The Views at North Shore will consist of 54 condominium flats constructed in two (2) independent buildings (27 Units in each building). The open floor plan Units will range from approximately 750 sq. ft. to 1362 sq. ft. with one-bedroom to three-bedroom floorplans. All Units will have at least one walk-in closet and all will have luxury baths. To ensure all residential Units will be finished at a high standard, the intention is to standardize the interior finishes.

Aside from the substantial landscaped and hardscaped amenities at the corners of the City block, each building will include a large rooftop deck with a mezzanine floor for access to same and general storage in both buildings for the residents for bicycles and other recreational equipment in the lower garage level.

The maximum height of the condominium buildings permitted within Block 4302 is 6 to 8-stories under the Waterfront Redevelopment Plan. The proposed community will be comprised

of 4- stories plus a mezzanine level to accommodate rooftop access, which is compliant with Page 72 of that plan. The parking levels below each building will be constructed at grade, and therefore, shall be considered a story. While architectural plans are still in the early concept stage, it is anticipated that each building will be approximately 60 feet tall, including the mezzanine level.

The City's Waterfront Redevelopment Plan for Block 4302 requires two (2) parking spaces per residential unit or a total of 108 parking spaces. Approximately ten (10) on-street parking spaces were originally planned to be eliminated in order to provide for the necessary driveway access points to the Views at North Shore community parking garages and surface parking lot; however, as discussed below that has now been reduced to five (5) on-street parking spaces based on comments provided by the TRC. Overall, the proposed community now provides 108 parking spaces on site, an increase from the originally proposed 107 parking (inclusive of at least 6 handicapped spaces). Importantly, Applicant will provide twelve (12) parking spaces that will be electric vehicle "Make Ready" spaces with the pre-wiring of electrical infrastructure consistent with N.J.S.A. 40:55D-66.18 et seq. which entitles a ten percent (10%) reduction in the total required parking. Therefore, under the controlling statute, the parking spaces complies with the two (2) spaces per Unit requirement under the Waterfront Redevelopment Plan for this block.¹ Consistent with comments provided by the Technical Review Committee and the City's planning staff and consultants, the submitted, revised renderings depict the modification of the internal parking areas of the site consistent with the relocation of the garage ingress/egress points and maintains 108 parking spaces within the community site as required under the CAFRA Master Permit. The net parking provided also exceeds the amount of parking required when applying the Electric Vehicle (EV) statutory credit:

- There are 22 off street parking stalls and 86 structured parking totaling 108 parking stalls provided within the community site.
- There are 5 stalls being removed from the public rights-of-way.
- Applying the electric vehicle statutory provisions, yields required parking of 101 parking stalls (i.e. 108 stalls are required (54 units *2) + 5 (on-street parking spaced removed) = 113 parking stalls but applying the 10% EV statute credit (11.3 rounded up to 12 stalls), the total required parking is 101 stalls.

Zoning & Waterfront Redevelopment Plan Compliance

The Views at North Shore is located on 1.248 acres and exceeds the Waterfront Redevelopment Plan's minimum tract area and frontage requirements. The compliant zoning criteria can be summarized as follows:

¹ 54 residential units with 2 parking spaces per unit is a required 108 parking spaces for the community. An additional ten (10) on-street parking spaces were originally to be eliminated requiring replacement on-site for a total of 118 required parking spaces to be provided on-site. With the enclosed revisions, now only five (5) on street parking spaces have been eliminated. The electric vehicle amendments to New Jersey's Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.) permit a two-for-one credit for up to ten percent (10%) of the total parking requirement, which equates to 11.8 or 12 parking spaces [N.J.S.A. 40:55D-66.20]. Applicant now proposes 96 non-EV spaces plus 12 EV Make Ready spaces which is the equivalent of 120 parking spaces. Please see the above revisions to the parking layout based on the revised garage ingress/egress areas.

WRP PROVISION	PERMITTED/ REQUIRED	PROPOSED	COMPLIES
Min. Lot Area	15,000 s.f.	In excess of 54,000 sf	YES
Min. Lot Frontage	100 ft.	Webb Street = 150 ft. Deal Lak Drive = 175 ft. Kingsley Street = 150 ft. Eighth Avenue = 187.50 ft.	YES
Use	Multi-family residential uses in the form of apartments	Multi-family residential uses in the form of apartments	YES

While construction phasing will be necessary to account for construction logistics in an urban environment, the intention is to proceed with the development of the community buildings contemporaneously. Although formal engineering plans have not been drafted, it is anticipated that the proposed condominium community will be largely consistent with the WRP design standards, with some relief required from the Waterfront Redevelopment Plan as noted below:

- Design exception to permit sliding doors, as well as some fixed windows where hinged doors and windows are required under the WRP. This aspect of the proposed application is present in other developments throughout the entire WRA.
- Design exception to permit windows to be installed flush with the outer surface of the façade – i.e. no window sills. This aspect of the proposed development is present in other developments throughout the entire WRA.
- Balconies are not continuous but this aspect of the proposed development is present in other communities within the WRA.
- Garage doors that exceed a maximum width of 9 feet are necessary in order to accommodate the garage ingress/egress needed accommodate two-way traffic. Note that the proposed garage doors no longer face the public rights-of-ways, and as such, relief may not be required.
- Doors are not all wood but rather are likely to be composite materials.
- Wall finish – the walls are not being finished with stucco.
- Yard Equipment – Utility meters have been tucked into the interior sides of the buildings to minimize view. The HVAC equipment will be located on the rooftops to shield same from view at the street level.

Environmental

If the Project is approved, the site will be remediated to NJDEP standards. The applicant will obtain a Response Action Outcome.

Infrastructure Improvements

Block 4302 requires comprehensive replacement of all stormwater pipes, sanitary sewer, water, gas, electric, cable, curbing, sidewalks, street trees, street lights, trash cans, and other streetscape items as required by or in order to facilitate the implementation of the Approved

Development Plan to be implemented by Master Developer in accordance with the Infrastructure Component Report.

Comments from the Technical Review Committee and Responses

The Applicant met with the City's Technical Review Committee (TRC) on May 1, 2024. Through the resubmission of the enclosed plans, the Applicant has addressed or will address the following comments received from the TRC:

- 1) Relocate the garage access points for each building such that the ingress and egress points are interior to the parking area on the site and not interfacing with the adjoining public right of ways.

RESPONSE: The Applicant has modified the garage ingress/egress so that it faces to the interior of the site. Applicant has further modified the interior parking area of the site to comport with this revised ingress/egress reconfiguration and to meet the parking requirements of both the Master CAFRA permit and the EV statute.

- 2) Center the entry steps on the architectural entrance to each building.

RESPONSE: The Applicant revised geometry of the main stairway feature to be consistent with the architectural center of the building while accommodating appropriate ADA access to the building.

- 3) Shift the ADA access lift to the side provided it does not interfere with the architectural layout.

RESPONSE: The applicant has reviewed options to relocate the ADA lift and has determined that the proposed location is the most appropriate. The lift screen wall has been revised to include a clear surround to enhance the aesthetics and make the feature less visually prominent. The modifications to the stair design create a more symmetrical appearance to the overall entry that includes both the stairs and ADA lift.

- 4) Level the top of the planter walls adjacent to the ADA ramps instead of following the slope of the ramp.

RESPONSE: The Applicant has replaced the slope walls adjacent to the ADA ramps and leveled the top of the landscape architectural walls to create a more pleasing stepped aesthetic.

- 5) Revise the steps adjacent to the adjoining public right of way to provide a single, wider opening that span the width of the entry and wrap the adjacent walls into the steps.

RESPONSE: The applicant has revised the steps adjacent to the right-of-way to provide a single set of steps that spans the width of the entry. The adjacent walls have been designed to wrap into the stairs without an accent pillar.

- 6) All landscape architectural walls should be finished to blend with the building foundations (i.e. darker walls closer to the building and lighter walls closer to the public right of way).

RESPONSE: The Applicant has depicted a finish to all landscape architectural walls to assimilate with the building features.

- 7) Revise all landscape architectural walls to include a limestone or similar cap.

RESPONSE: The Applicant has revised the plans to specify a limestone cap on the top of the landscape walls.

- 8) Landscape architectural walls adjacent to the public right of way should be stepped as necessary to provide a 21"-30" height such that they shall be designed to accommodate seating for pedestrians with a level top surface.

RESPONSE: The Applicant has revised all the planter walls adjacent to the public right of ways to ensure that they do not exceed the 30" height in order to accommodate pedestrian seating along the public right of ways.

- 9) Add larger trees to the entry plaza areas depicted on the landscape architectural plans.

RESPONSE: The Applicant has revised the landscape planting scheme to incorporate larger trees to the entry plaza area.

- 10) Cluster smaller trees at the sides of the entry plaza.

RESPONSE: The Applicant has revised the landscape planting scheme to incorporate smaller trees to the sides of the entry plaza.

- 11) Eliminate public space at the corners of the landscape architecture entry plaza and convert same to raised planters with seat walls adjacent to the public sidewalk.

RESPONSE: The public spaces at the corners of the property have been removed and replaced with raised planters with seat walls.

- 12) To the extent practical to mitigate noise and while maintaining the rooftop amenity locations at the corners as shown, locate the rooftop air conditioning condensers away from the existing, surrounding buildings.

RESPONSE: To mitigate noise from the rooftop amenities to adjoining neighbors, they have been placed at the corners of the city block. With those locations locked in, the air conditioning condensers will necessarily be located adjacent to adjoining buildings; however, they have been approximately equally distributed such that a smaller number of condensers will be placed in each area helping to mitigate any potential noise consolidation associated with same.

PROPERTY OWNERS WITHIN 200 FT.

PROPERTY OWNERS WITHIN 200 FT.

UTILITY COMPANIES

OTHER AGENCIES TO BE NOTIFIED ON 2007 CERTIFIED LISTS:

FOR RAILROAD:	RUDY GUERDS, DIRECTOR PROPERTY MANAGEMENT NEW JERSEY TRANSIT CORPORATION ONE PENN PLAZA EAST, 7 TH FLOOR NEWARK, NJ 07105-2246
COUNTY ROADS: (ASBURY AVE & MEMORIAL DR. & SUBDIVISIONS)	ROBERT W CLARK, DIRECTOR MONMOUTH COUNTY PLANNING BOARD HALL OF RECORDS ANNEX MAIN STREET FREEHOLD, NJ 07728
STATE HIGHWAY: (RT 71 & MAIN ST.)	THOMAS DOWD, REGIONAL ENGINEER NJ DOT CENTRAL REGION PERMITS 300 DANIELS WAY FREEHOLD, NJ 07728
WATERWAYS: (OCEAN & LAKES)	STATE OF NEW JERSEY DEPT OF ENVIRONMENTAL PROTECTION LAND USE MANAGEMENT & COMPLIANCE PO BOX 439 TRENTON, NJ 08625-0439
RICHARD S. COHEN, SECRETARY & CORPORATE COUNSEL JERSEY CENTRAL POWER AND LIGHT COMPANY 300 MADISON AVENUE MORRISTOWN, NJ 07962-1911	
OLETA HARDEN, SR., VICE PRESIDENT AND SECRETARY NEW JERSEY NATURAL GAS COMPANY 1514 WYCKOFF ROAD PO BOX 1464 WALL, NJ 07719	
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INDEX OF SHEETS

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3	DIMENSION PLAN	
4	GRADING PLAN	
5	UTILITY PLAN	
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10	SOIL EROSION & SEDIMENT CONTROL PLAN	
11-12	SOIL EROSION & SEDIMENT CONTROL DETAILS	
13	LIGHTING PLAN	
14	LIGHTING DETAILS	

I HEREBY CERTIFY THAT I AM THE OWNER OF RECORD OF THE SITE HEREIN
DEPICTED AND THAT I CONCUR WITH THE SUBMISSION.

OWNER _____ DATE _____

APPROVED BY THE PLANNING BOARD OF THE CITY OF ASBRURY PARK AT THE
REGULAR MEETING OF _____ DATE _____

CHAIRMAN _____ DATE _____

SECRETARY _____ DATE _____

ENGINEER _____ DATE _____

OWNER _____ DATE _____

APPROVED BY THE PLANNING BOARD OF THE CITY OF ASHBURY PARK AT THE
REGULAR MEETING OF _____ DATE _____

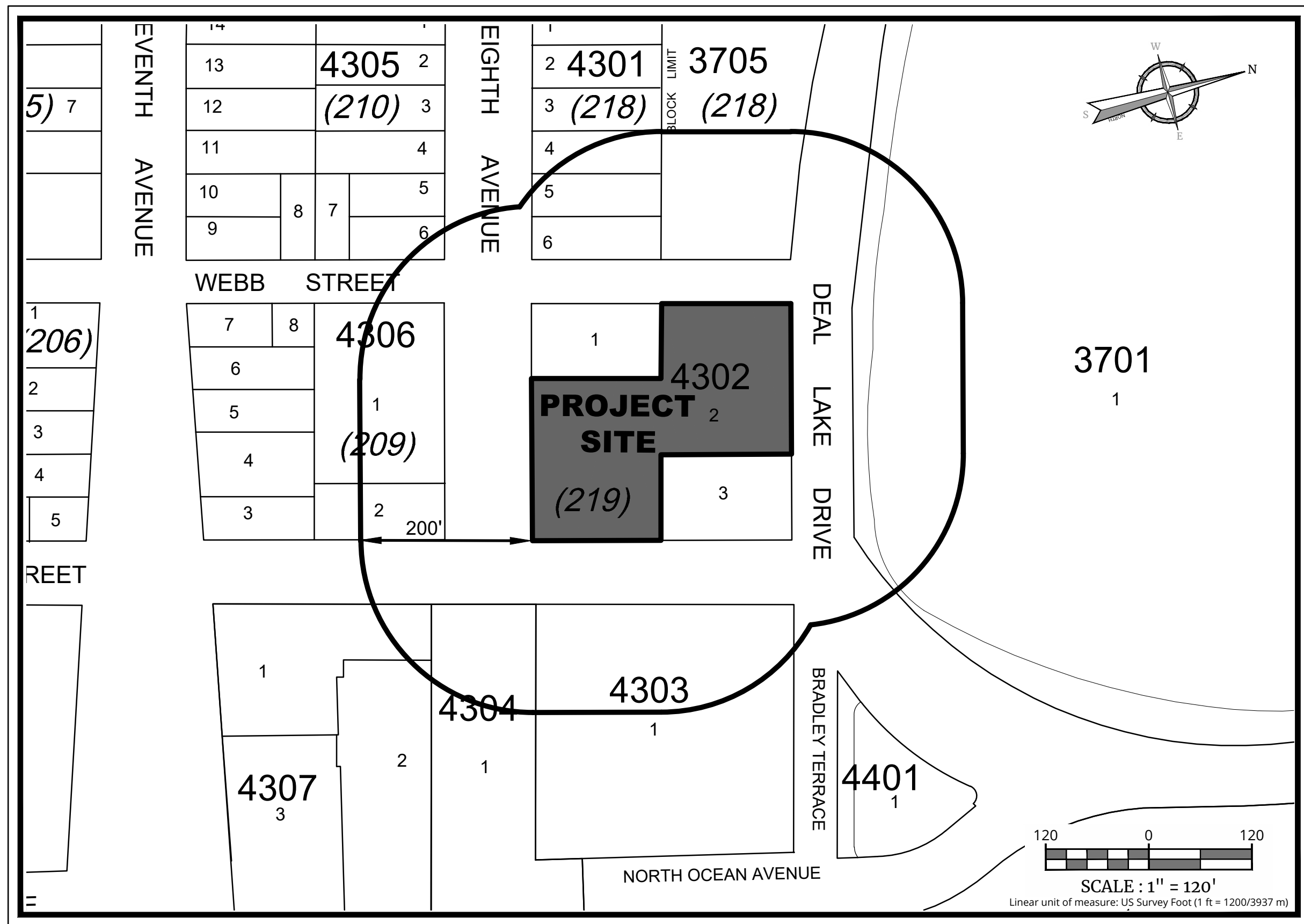
CHAIRMAN _____ DATE _____

SECRETARY _____ DATE _____

ENGINEER _____ DATE _____

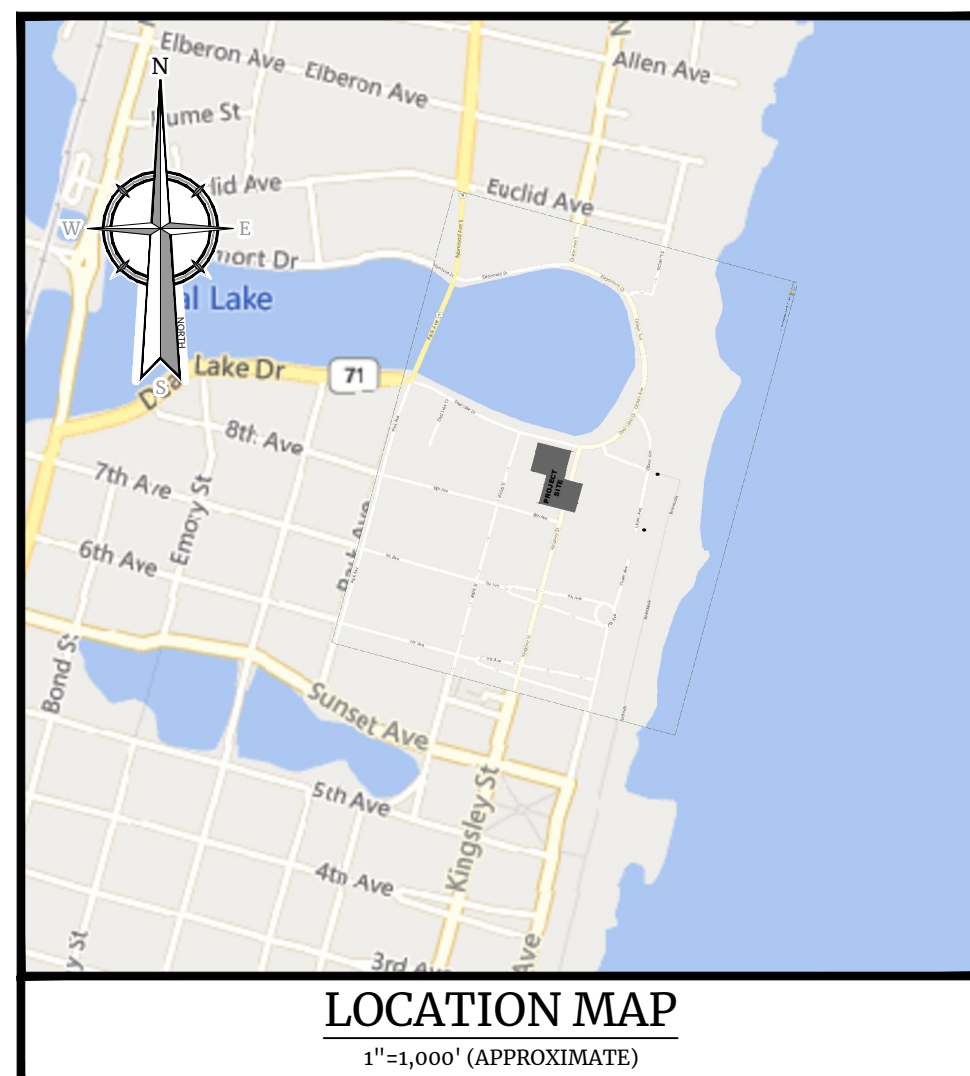
CHAIRMAN	DATE
SECRETARY	DATE
ENGINEER	DATE

ENGINEER _____ DATE _____



KEY & ZONING MAP

SOURCE: TAX MAP



GENERAL INFORMATION	
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COVER SHEET NOTES

1. PROJECT SITE KNOWN AND DESIGNATED AS LOT2; BLOCK 4302, AS SHOWN ON THE CURRENT TAX ASSESSMENT MAP OF THE CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY (SHEET 43) DATED DECEMBER 31, 2010, AND LAST REVISED MARCH 15, 2012 CONTAINING 54,375 SQUARE FEET.
2. BOUNDARY AND TOPOGRAPHIC INFORMATION TAKEN FROM A PLAN ENTITLED "BOUNDARY & TOPOGRAPHIC SURVEY PREPARED FOR LOT 3, BLOCK 4302 SITUATED IN THE CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY" DATED 4/18/22, PREPARED BY FRENCH & PARRELLO ASSOCIATES.
3. HORIZONTAL DATUM: NAD 83 VERTICAL DATUM: NAVD 88
4. OWNER/APPLICANT

AP FIVE PROP HOLDINGS, LLC & ASBURY PARTNERS, LLC
1089 OCEAN AVENUE, UNIT 3
ASBURY PARK, NJ 07712
5. ZONE DATA: WATERFRONT REDEVELOPMENT AREA (WRA)

- COVER SHEET NOTES
1. PROJECT SITE KNOWN AND DESIGNATED AS LOT2; BLOCK 4302, AS SHOWN ON THE CURRENT TAX ASSESSMENT MAP OF THE CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY (SHEET 43) DATED DECEMBER 31, 2010, AND LAST REVISED MARCH 15, 2012 CONTAINING 54,375 SQUARE FEET.
 2. BOUNDARY AND TOPOGRAPHIC INFORMATION TAKEN FROM A PLAN ENTITLED "BOUNDARY & TOPOGRAPHIC SURVEY PREPARED FOR LOT 3, BLOCK 4302 SITUATED IN THE CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY" DATED 4/18/22, PREPARED BY FRENCH & PARRELLO ASSOCIATES.
 3. HORIZONTAL DATUM: NAD 83 VERTICAL DATUM: NAVD 88
 4. OWNER/APPLICANT

AP FIVE PROP HOLDINGS, LLC & ASBURY PARTNERS, LLC
1089 OCEAN AVENUE, UNIT 3
ASBURY PARK, NJ 07712
 5. ZONE DATA: WATERFRONT REDEVELOPMENT AREA (WRA)

4. OWNER/APPLICANT

AP FIVE PROP HOLDINGS, LLC & ASBURY PARTNERS, LLC
1089 OCEAN AVENUE, UNIT 3
ASBURY PARK, NJ 07712
5. ZONE DATA: WATERFRONT REDEVELOPMENT AREA (WRA)

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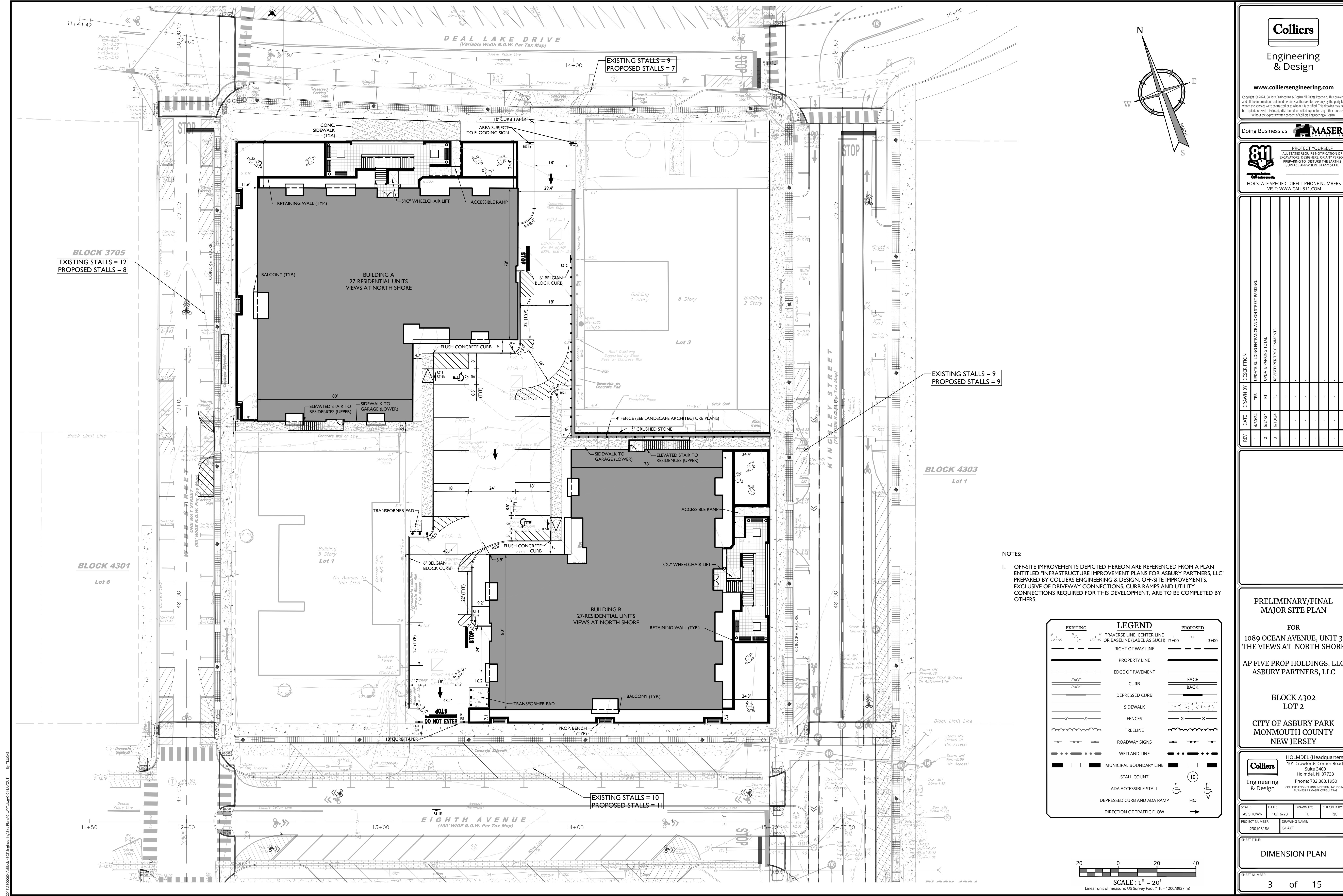
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1089 OCEAN AVENUE, UNIT 3
ASBURY PARK, NJ 07712
5. ZONE DATA: WATERFRONT REDEVELOPMENT AREA (WRA)

	REQUIRED	EXISTING	PROPOSED
MINIMUM LOT AREA	15,000 SF	54,375 SF	54,375 SF
MINIMUM LOT WIDTH	N/A		
MINIMUM LOT FRONTAGE	150 FT	150 FT	150 FT
MINIMUM LOT DEPTH	N/A		
PRINCIPAL BUILDING			
MINIMUM FRONT YARD	N/A		
MINIMUM REAR YARD	N/A		
MINIMUM SIDE YARD	N/A		
TOTAL TWO SIDE YARDS	N/A		
MAXIMUM PERCENT BUILDING COVER	N/A		
MAXIMUM PERCENT LOT COVER	N/A		
MAXIMUM NUMBER OF STORIES	8	4	4
MAXIMUM BUILDING HEIGHT	N/A		58 FT
MINIMUM IMPROVABLE LOT AREA	N/A		
OFF-STREET PARKING SPACES	108	N/A	109
LOADING SPACES			
SIGNS	N/A		
FREE STANDING SIGN NUMBER	N/A		
FREE STANDING SIGN AREA(S)	N/A		
ATTACHED SIGN NUMBER	N/A		
ATTACHED SIGN AREA (S)	N/A		
EXISTING USE OR USES: VACANT			
PROPOSED USE OR USES: RESIDENTIAL			
EXISTING STREET PARKING STALLS: 40			
PROPOSED STREET PARKING STALLS: 35			

6. ALL CONTRACTORS MUST CALL THE NEW JERSEY ONE CALL SYSTEM (1-800-272-1000) TO HAVE ALL UNDERGROUND UTILITIES LOCATED PRIOR TO ANY DEMOLITION, CONSTRUCTION, ABANDONMENT, SOILS INVESTIGATION, AND/OR EXCAVATIONS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SITE CLEANUP WITHIN THE CONSTRUCTION AREA AND SHALL DISPOSE OF DEBRIS IN ACCORDANCE WITH ANY LOCAL, STATE OR FEDERAL REGULATIONS.
8. ALL MATERIALS, WORKMANSHIP AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", LATEST EDITION.
9. CONTRACTOR RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS INCLUDING ROAD OPENING PERMITS, REPAIRATION OF IMPROVEMENTS TO THE PLANS, INSTALLATION AND MAINTENANCE OF TRAFFIC CONTROL, AND COORDINATION OF ALL INSPECTIONS REQUIRED BY THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, (WATER COMPANY)(SEWER COMPANY), AND ANY OTHER APPLICABLE AGENCY HAVING JURISDICTION OVER THE PROJECT.
10. ANY DAMAGE TO PUBLIC STREETS, CURBS, SIDEWALKS AND UTILITIES AS A RESULT OF SITE CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE CONTRACTOR.
11. CONSTRUCTION MAY REQUIRE MULTIPLE MOBILIZATIONS, CONTRACTOR SHALL COORDINATE PROPOSED WORK SCHEDULE AND APPROACH WITH OWNER.
12. ONGOING OPERATIONS MAY CONTINUE WITHIN PORTIONS OF THE FACILITY. CONTRACTOR SHALL MAINTAIN ACCESS AS APPROPRIATE AND SHALL COORDINATE WITH OWNER.
13. ALL INTERRUPTIONS TO UTILITY SERVICE, ACCESS, OR OPERATIONS OF ANY KIND REQUIRE PRIOR NOTIFICATION AND APPROVAL BY OWNER.
14. UTILITY CONNECTION POINTS FOR DOMESTIC WATER, SANITARY SEWER AND STORM WATER ARE IN ACCORDANCE WITH THE ASBURY PARK WATERFRONT REDEVELOPMENT INFRASTRUCTURE IMPROVEMENT PLANS.
15. THE CONTRACTOR SHALL PROVIDE NECESSARY BARRICADES, SUFFICIENT LIGHTS, SIGNS, AND OTHER TRAFFIC CONTROL METHODS AS MAY BE NECESSARY WITHIN THE PROJECT FOR THE PROTECTION AND THE SAFETY OF THE PUBLIC AND MAINTAIN THROUGHOUT CONSTRUCTION.
16. THESE PLANS HAVE BEEN PREPARED FOR THE PURPOSE OF (PRELIMINARY/FINAL) MUNICIPAL AND AGENCY REVIEW AND APPROVAL. THE PLANS SHALL NOT BE UTILIZED AS CONSTRUCTION DOCUMENTS UNTIL ALL FINAL APPROVALS HAVE BEEN OBTAINED AND ALL CONDITIONS OF THE APPROVALS HAVE BEEN SATISFIED.
17. CENTER SITE COORDINATES 508.662.45 N 631.827.46 E NJSCE
18. THE CONTRACTOR IS DIRECTED TO THE FACT THAT THE APPROXIMATE LOCATIONS OF KNOWN UTILITY STRUCTURES AND FACILITIES (INCLUDING BUT NOT LIMITED TO SANITARY SEWERS, STORM SEWERS, POTABLE WATER LINES AND APURTANCES, NATURAL GAS LINES, ELECTRIC, TELEPHONE AND CATV LINES AND UNDERGROUND STORAGE TANKS) THAT MAY BE ENCOUNTERED WITHIN AND ADJACENT TO THE LIMITS OF THE WORK ARE SHOWN ON THE PLANS. THE ACCURACY AND COMPLETENESS OF THIS INFORMATION IS NOT GUARANTEED BY THE ENGINEER, AND THE CONTRACTOR IS ADVISED TO VERIFY IN THE FIELD ALL THE FACTS CONCERNING THE LOCATION AND ELEVATION OF THESE UTILITIES OR OTHER CONSTRUCTION OBSTACLES IMPACTED BY NEW CONSTRUCTION PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER, IN WRITING, PRIOR TO CONSTRUCTION, OF ANY DISCREPANCIES WHICH MAY AFFECT THE PROJECT DESIGN.
19. NO WETLANDS OR WETLAND TRANSITION AREAS EXIST ON-SITE.
20. THERE ARE NO EXISTING PUBLIC EASEMENTS OR DEED RESTRICTIONS ON BLOCK 4302.
21. ALL SIGNAGE TO BE POSTED IN ACCORDANCE WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION, "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS (MUTCD), LATEST EDITION.
22. ALL CURB AND SIDEWALKS SHALL CONFORM TO STATE AND FEDERAL BARRIER FREE DESIGN STANDARDS.
23. ALL PROPOSED ON-SITE CURBING TO BE VERTICAL CONCRETE CURBING. ALL PROPOSED CURBING WITHIN CITY RIGHT-OF-WAY TO BE VERTICAL CONCRETE CURBING.
24. ALL CONNECTIONS WITH EXISTING PAVEMENTS, CURBS, SIDEWALKS, ETC SHALL BE SAW CUT.
25. SEE LANDSCAPE PLANS FOR DETAILS ON HARDSCAPE AND PLANTING MATERIALS.
26. ALL PROPOSED ON-SITE CURBING TO BE VERTICAL CONCRETE CURB WITH 4" REVEAL, UNLESS OTHERWISE STATED.
27. ALL CURBS SHALL BE DEPRESSED AT CROSSWALKS AND CONFORM TO APPLICABLE STATE AND FEDERAL BARRIER FREE DESIGN STANDARDS.
28. ALL WALKWAYS IN THE PUBLIC RIGHT-OF-WAY TO HAVE A MAXIMUM CROSS SLOPE OF 2% AND RUNNING SLOPE OF 5% UNLESS OTHERWISE NOTED.
29. ALL GRADING WITHIN GRASSED AREAS TO BE A MINIMUM OF 2% AND A MAXIMUM OF 3:1 SLOPE UNLESS OTHERWISE NOTED.
30. ALL EXCAVATED SOIL TO BE DISPOSED SHALL BE PROPERLY CLASSIFIED, HANDLED, AND DISPOSED OF OFF-SITE IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS.
31. ALL IMPORTED SOILS MUST BE CERTIFIED CLEAN FILL IN ACCORDANCE WITH THE NJDEP TECHNICAL REQUIREMENTS NAC 7.261. IMPORTED SOILS SHALL BE PLACED IN ACCORDANCE WITH THE GEOTECHNICAL SUBSURFACE INVESTIGATION REPORT. ALL IMPORTED MATERIAL REQUIRES APPROVAL BY OWNER PRIOR TO PLACEMENT ON-SITE.
32. ALL GRASSED AREAS TO HAVE A MINIMUM OF 4" CLEAN TOP SOIL, WHEN SOD IS BEING INSTALLED, OR 6" CLEAN TOP SOIL FOR SEEDING APPLICATIONS.
33. CONTRACTOR RESPONSIBLE FOR OBTAINING PERMITS FOR ALL ROAD OPENINGS FROM THE CITY OF ASBURY PARK AND ALL OTHER APPLICABLE PERMITS FROM AGENCIES HAVING JURISDICTION.
34. ALL CONSTRUCTION SHALL CONFORM WITH ANY APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS. CONTRACTOR HAS SOLE RESPONSIBILITY FOR SITE SAFETY AND TO CONFORM TO AND ABIDE BY ALL CURRENT OSHA STANDARDS OR REGULATIONS. SAFE CONSTRUCTION PRACTICES REMAIN THE OBLIGATION OF THE CONTRACTOR. THE CONTRACTOR SHALL OBTAIN ALL APPLICABLE FEDERAL, STATE AND LOCAL PERMITS PRIOR TO CONSTRUCTION.
35. SUBJECT PROPERTY LIES WITHIN ZONE AE ACCORDING TO, FLOOD INSURANCE RATE MAP FOR MONMOUTH COUNTY, NEW JERSEY (ALL JURISDICTIONS), PANELS 332 AND 351 OF 457, MAP NUMBER 34025C0351H, AND 34025C0321H DATED OF JANUARY 31, 2014, PREPARED BY THE FEDERAL MANAGEMENT AGENCY FOR 100-YEAR FLOOD PLANE ELEVATION.

[illegible]



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Engineering
& Design

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ALL STATES REQUIRE NOTIFICATION OF EXCAVATIONS, DISBURSERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE

FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION
1	4/30/24	TJB	UPDATE BUILDING ENTRANCE AND ON STREET PARKING
2	5/2/24	RT	UPDATE PARKING TOTAL
3	5/13/24	TL	REVISED PER TJC COMMENTS

PRELIMINARY/FINAL
MAJOR SITE PLAN

FOR
1089 OCEAN AVENUE, UNIT 3
THE VIEWS AT NORTH SHORE

AP FIVE PROP HOLDINGS, LLC
ASBURY PARTNERS, LLC

BLOCK 4302
LOT 2

CITY OF ASBURY PARK
MONMOUTH COUNTY
NEW JERSEY

Colliers
Engineering
& Design

SCALE: AS SHOWN
PROJECT NUMBER: 23010818A
DATE: 10/16/23
DRAWING NAME: C-LAY1
DRAWN BY: TL
CHECKED BY: RJC

DIMENSION PLAN

SHEET NUMBER:
3 of 15



VILLAGE GREEN ZELKOVA



CREPE MYRTLE



SPARTAN JUNIPER



MOONSHINE YARROW



RUBY SPICE CLETHRA



NIKKO BLUE HYDRANGEA



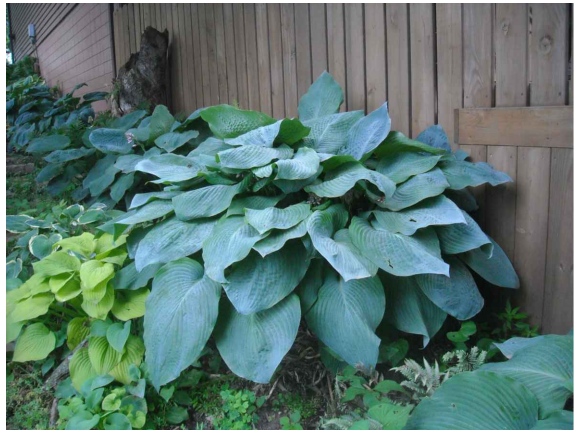
KNOCKOUT ROSE



SHASTA DAISY



PURPLE CONEFLOWER



BIG DADDY HOSTA



RUSSIAN SAGE



OLD GOLD SEDGE



BML STUDIO LLC
PHONE: (609) 994-2637
EMAIL: BLEFF@BMLSTUDIO.COM

NI AUTHORIZATION: MB000099

BRIAN M. LEFF, L.L.A., P.P.
N.J. LICENSED LANDSCAPE ARCHITECT 21A0007966

THE VIEWS AT NORTH SHORE

LOT 2 BLOCK 4302
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

LANDSCAPE EXHIBIT

REVISIONS			
No.	Date	Description	By

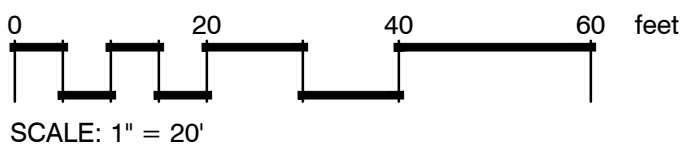
Project Number
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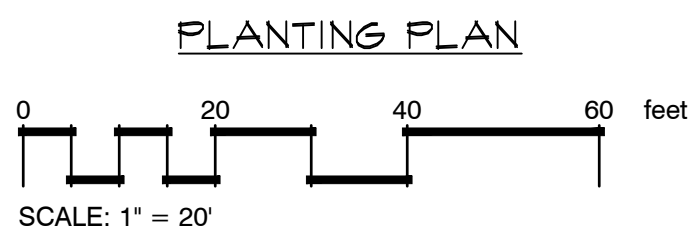
Date
6/10/24

Scale
1"=20'

Sheet

of





CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	GAL	SIZE	REMARKS
DECIDUOUS TREES							
LA2	16	Lagerstroemia indica 'Muskogee'	Lavender Grape Myrtle	B & B		8'-10' Ht.	
ZV	4	Zelkova serrata 'Village Green'	Village Green Japanese Zelkova	B & B	3.5" Cal		
EVERGREEN TREES							
IN	8	Ilex x 'Nellie R. Stevens'	Nellie R. Stevens Holly	B & B		7'-8' HT	
JV	3	Juniperus virginiana 'Spartan'	Spartan Eastern Redcedar	B & B		6'-7' HT	
PH	2	Picea pungens 'Hoopsii'	Hoopsii Colorado Spruce	B & B		7'-8' HT	
TN	17	Thuja occidentalis 'Nigra'	Dark Arborvitae	B & B		6'-7' HT	
CODE	QTY	BOTANICAL NAME	COMMON NAME	ROOT	SIZE		REMARKS
SHRUBS							
CH	33	Clethra alnifolia 'Hummingbird'	Hummingbird Summersweet	Cont.	15"-18" HT.		
CR	34	Clethra alnifolia 'Ruby Spice'	Ruby Spice Summersweet	Cont.	2'-2.5' HT.		
EK	36	Evonymus klautschovicus 'Manhattan'	Manhattan Evonymus	Cont.	3'-4' HT.		
HN	54	Hydrangea macrophylla 'Nikko Blue'	Nikko Blue Hydrangea	Cont.	2'-2.5' SPD		
HO	14	Hydrangea quercifolia 'Snow Queen'	Snow Queen Oakleaf Hydrangea	Cont.	2.5'-3' HT.		
II	14	Ilex glabra 'Compacta'	Compact Inkberry	Cont.	2.5'-3' HT.		
JF	48	Juniperus chinensis 'Sea Green'	Sea Green Juniper	B & B	2'-2.5' HT.		
MP	13	Myrica pensylvanica	Northern Bayberry	Cont.	2.5'-3' HT.		
PC	17	Prunus x cistena	Purple Leaf Sand Cherry	Cont.	2.5'-3' HT.		
RE	9	Rhododendron catanbiense 'English Roseum'	English Roseum Rhododendron	Cont.	2.5'-3' HT.		
R3	9	Rosa x 'Radrazz'	Knock Out® Shrub Rose	Cont.	3 GAL.		
TH	51	Taxus x media 'Hatfield'	Hatfield Japanese Yew	B & B	3'-4' HT.		
GRASSES							
PH2	15	Panicum virgatum 'Heavy Metal'	Heavy Metal Switch Grass	Cont.	3 GAL.		
SL	72	Schizachyrium scoparium	Little Bluestem	Cont.	1 GAL		
PERENNIALS							
AM	65	Achillea x 'Moonshine'	Moonshine Yarrow	Cont.	1 GAL		
AY	23	Achillea x 'Saucy Seduction'	Pink Yarrow	Cont.	1 GAL		
AD	65	Chrysanthemum x superbum 'Alaska'	Shasta Daisy	Cont.	1 GAL		
EF	23	Echinacea purpurea 'Pow Wow Wildberry'	Purple Coneflower	Cont.	1 GAL		
HD	55	Hosta x 'Big Daddy'	Big Daddy Hosta	Cont.	1 GAL		
PL	22	Perovskia atriplicifolia 'Little Spire'	Little Spire Russian Sage	Cont.	3 GAL.		
CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT		SPACING	REMARKS
GROUND COVERS							
CO	367	Carex morronii 'Old Gold'	Old Gold Japanese Sedge	2 qt.		12" o.c.	

GENERAL

1. THE LANDSCAPE PLAN SHALL BE PREPARED FOR LANDSCAPING PURPOSES ONLY. THIS PLAN SHOULD NOT BE USED FOR ANY OTHER PURPOSE.
2. IN THE EVENT THAT DISCREPANCIES ARE DISCOVERED BETWEEN THE PLAN AND THE PLANTING SCHEDULE, THE PLAN CONDITIONS SHALL GOVERN.
3. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING.
4. SUBSTITUTIONS IN PLANT TYPE OR SIZE SHALL ONLY BE MADE WITH THE PRIOR WRITTEN APPROVAL OF THE CITY OF ASBURY PARK.
5. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO STARTING WORK.
6. WHEREVER MULCH IS PLACED, IT SHALL BE TREATED WITH A PRE-EMERGENT WEED CONTROL IN ACCORDANCE WITH THE PRODUCT APPLICATION INSTRUCTIONS.
7. ALL LANDSCAPE PLANTINGS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM. THE SYSTEM SHALL BE DESIGNED AND INSTALLED BY A QUALIFIED IRRIGATION EXPERT. SHOP DRAWINGS OF THE DESIGN SHALL BE SUBMITTED TO THE CITY ENGINEER, FOR REVIEW PRIOR TO INSTALLATION.
8. CONTRACTOR SHALL USE CAUTION WHEN INSTALLING PLANTS OVER THE SUBSURFACE DETENTION SYSTEM. HAND EXCAVATION OF ALL PLANTING PITS IS RECOMMENDED.

B. MATERIALS

1. TOPSOIL SHALL MEET THE STANDARDS OUTLINED IN SECTION 417.01 OF THE N.J.DOT STANDARDS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
2. ALL PLANTS SHALL BE PROVIDED IN THE SIZE, SPECIES, GENUS, AND VARIETY AS SPECIFIED ON THE PLANTING PLAN.
3. ALL PLANTS SHALL CONFORM TO THE STANDARDS CONTAINED IN THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1), AS PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
4. ALL PLANTS SHALL BE FREE OF DISEASE, INSECTS, KNOTS, AND OTHER DEFORMITIES.
5. TREE CROWNS SHALL BE WELL BALANCED, SYMMETRICAL, AND TYPICAL FOR THE GENUS, SPECIES, AND CULTIVAR.
6. UNLESS OTHERWISE SPECIFIED, ALL TREES SHALL HAVE A SINGLE, RELATIVELY STRAIGHT, CENTRAL LEADER OR TRUNK.
7. PLANTS SHALL BE DELIVERED TO THE SITE NO MORE THAN 48 HOURS PRIOR TO PLANTING. WHEN PLANTS WILL NOT BE INSTALLED IMMEDIATELY UPON DELIVERY, THEY SHALL BE STORED IN A SHADED AREA, PROTECTED FROM DIRECT SUNLIGHT, AND THE ROOT BALLS WATERED REGULARLY TO PREVENT DRYING.
8. ALL PLANTS SHALL BE GUARANTEED FOR A PERIOD OF 2 YEARS FROM THE TIME OF OWNER ACCEPTANCE.

C. PLANTING

1. ALL PLANTS SHALL BE HANDLED AND TRANSPORTED TO PREVENT INJURIES DURING TRANSIT. DO NOT DROP OR DUMP PLANTS WHILE LOADING OR UNLOADING.
2. ALWAYS HANDLE PLANTS BY THE ROOTBALL. NEVER LIFT A PLANT BY THE TRUNK OR BRANCHES.
3. ALL SHRUB MASSGES ARE TO BE PLANTED IN A CONTINUOUS PLANTING BED.
4. ALL PLANTING BEDS SHALL BE TILLED TO A DEPTH OF 6" PRIOR TO INSTALLING PLANTS.
5. PRIOR TO PLANTING, ALL PLANTS SHALL BE PRUNED IN ACCORDANCE WITH ANSI A 300 TO PRESERVE THE NATURAL CHARACTER OF EACH PLANT. NEVER PRUNE OR REMOVE THE CENTRAL LEADER OF ANY TREE.
6. ALL PLANTS SHALL BE SET PLUM IN THE PLANTING PITS AT THE SAME DEPTH AT WHICH THEY WERE GROWN IN THE NURSERY. THE ROOT FLARE OF ALL TREES SHALL BE VISIBLE.
7. AFTER PLACING BALLED AND BURLAPPED PLANTS INTO THE PLANTING PIT, BURLAP SHALL BE REMOVED FROM THE TOP 1/3 OF THE ROOTBALL PRIOR TO, OR WHILE, BACKFILLING THE PLANTING PIT. ALL TREE BASKETS AND BINDING SHALL BE REMOVED FROM ALL TREES AND SHRUBS.
8. UNLESS SPECIFIED ELSEWHERE, ALL PLANTING PITS SHALL BE BACKFILLED WITH A MIXTURE OF 100% TOPSOIL.
9. BACKFILL SHALL BE PLACED IN 6" LIFTS. EACH LIFT SHALL BE WATERED IN AND LET SETTLE PRIOR TO PLACING THE NEXT LIFT.
10. TREES SHALL BE GUYED AND STAKED IN AREAS WITH HIGH WINDS, SATURATED SOILS, STEEP SLOPES, OR OTHER CONDITIONS WHICH WARRANT SUPPORT.
11. ALL TREES SHALL BE MULCHED TO A DEPTH OF 2" TO THE LIMIT OF THE PLANTING PIT. MULCH CIRCLE SHALL RESEMBLE A SAUCER. NO MULCH SHALL BE PLACED WITHIN 34 OF THE TREE TRUNK.

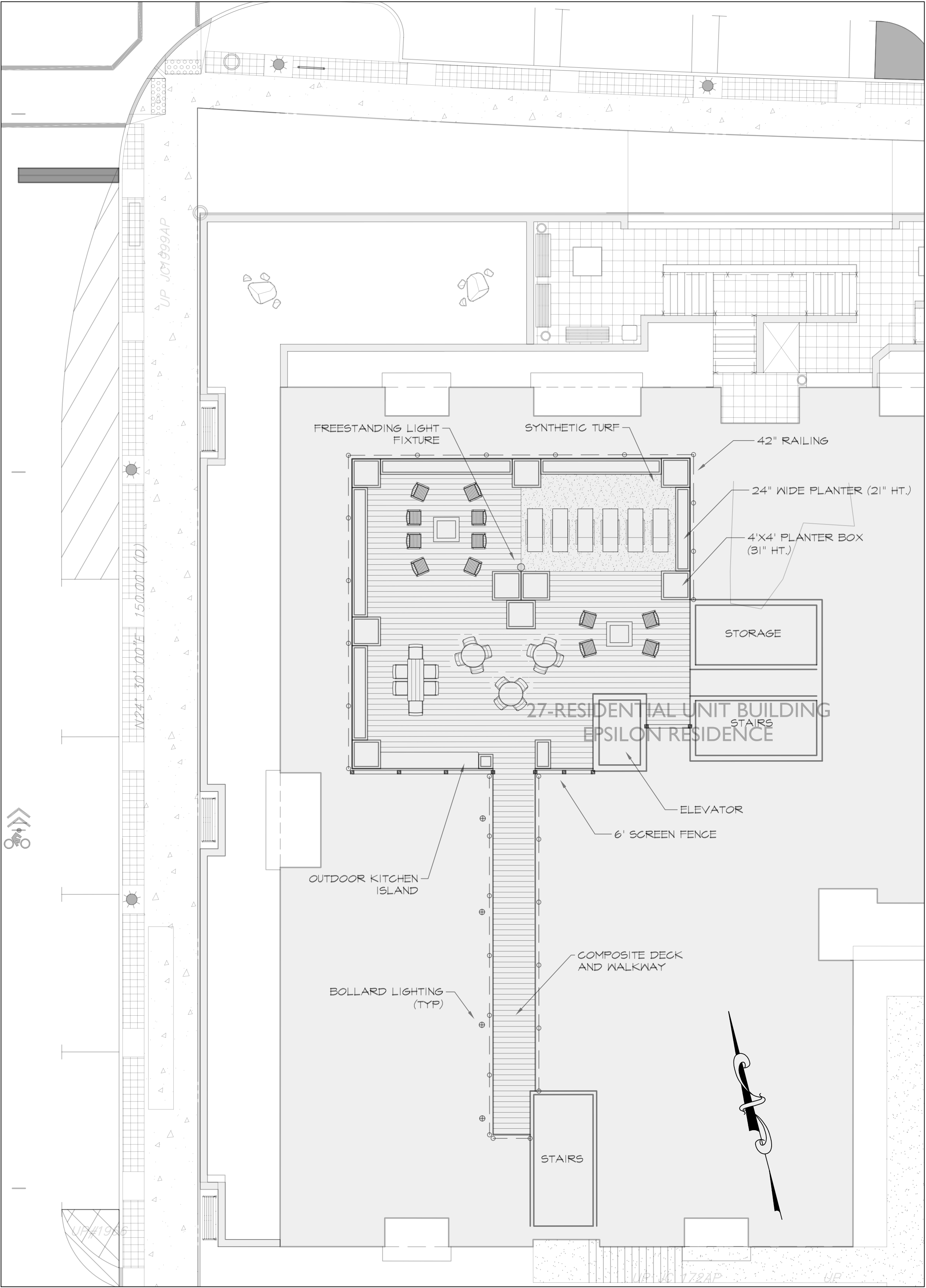
BRIAN M. LEFF, LLA, PP
UNLICENSED LANDSCAPE ARCHITECT 21A S00090000

LOT 2 BLOCK 4302
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

SITE PLANTING PLAN

REVISIONS				
No.	Date	Description	By	
1	6/06/24	Revised per TRC meeting	BL	

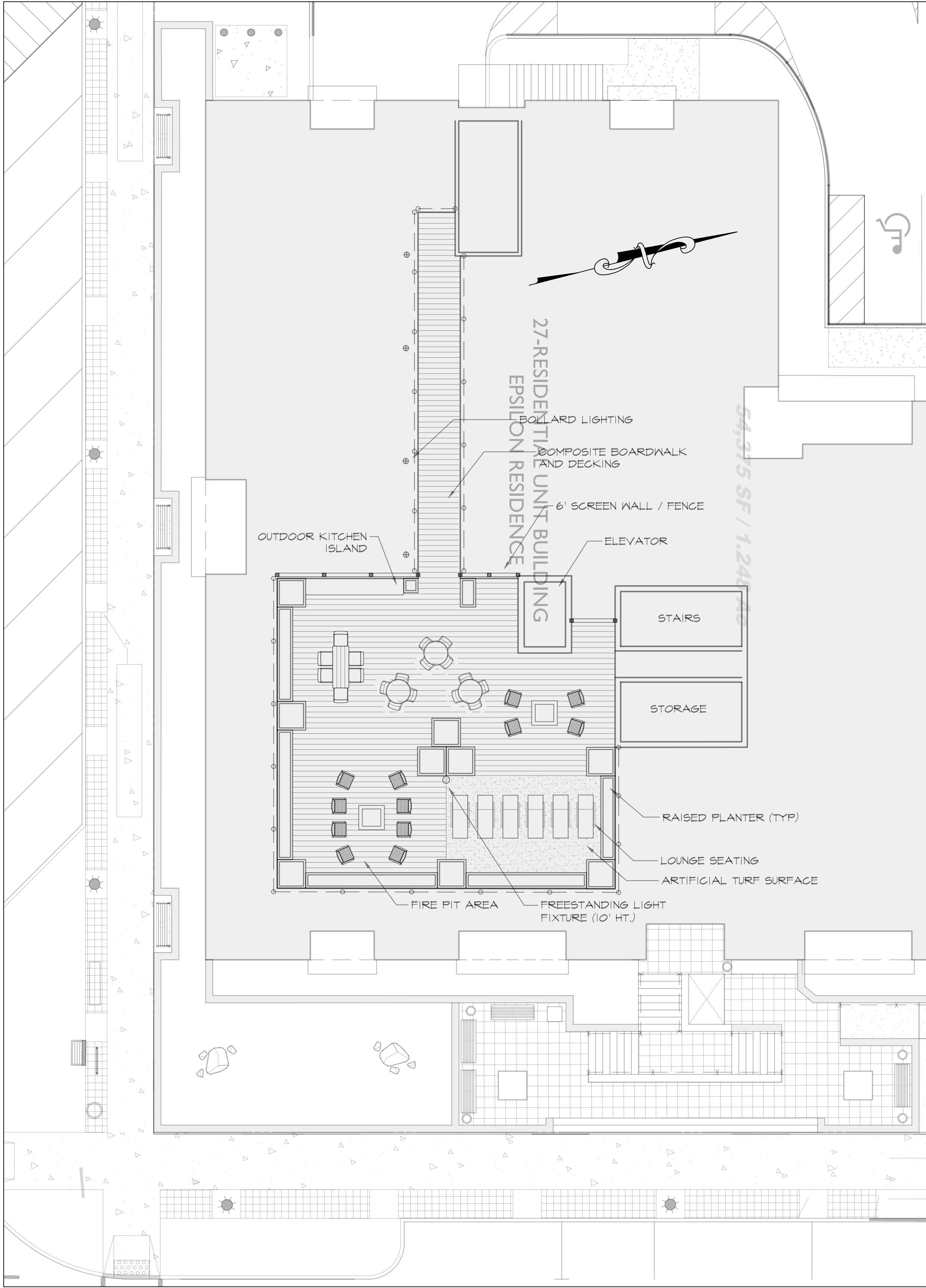
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Project Number	2308005	
Date	02/01/24	
Scale		1"=20'



DEAL LAKE DRIVE ROOFTOP LAYOUT

0 10 20 30 feet

SCALE: 1" = 10'



KINGSLEY STREET ROOFTOP LAYOUT

0 10 20 30 feet

SCALE: 1" = 10'



BML STUDIO LLC
PHONE: (609) 994-2637
EMAIL: BLEFF@BMLSTUDIO.COM

NI AUTHORIZATION: MB000099

BRIAN M. LEFF, L.L.A., PP
LICENSED LANDSCAPE ARCHITECT 21A000996

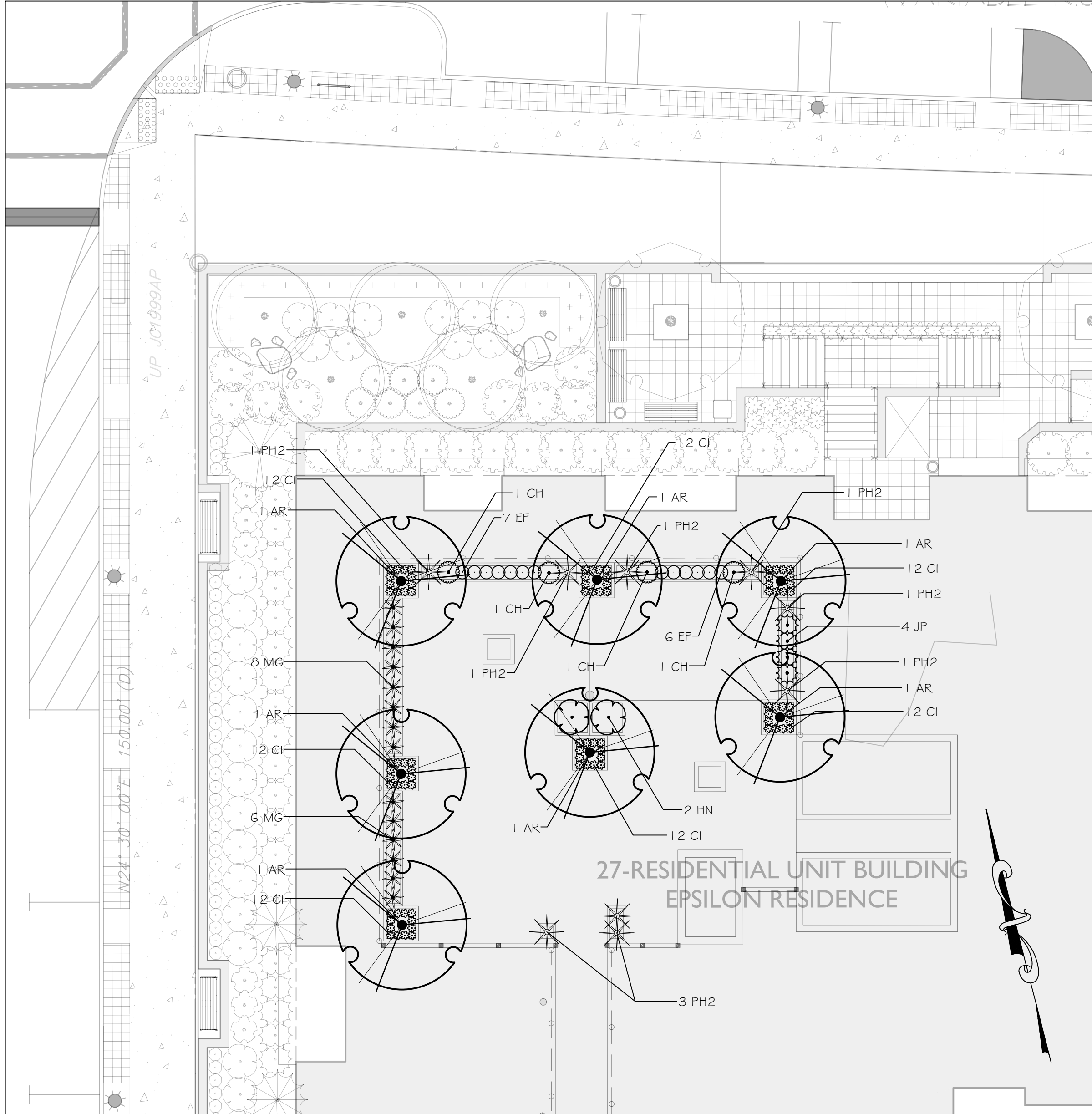
Views at Northshore

LOT 2 BLOCK 4302
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

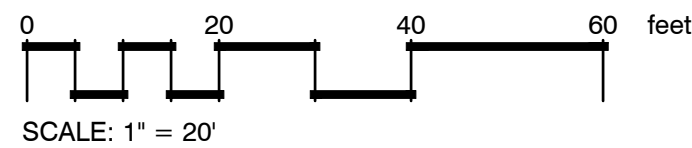
ROOFTOP COURTYARD LAYOUT PLAN

REVISIONS			
No.	Date	Description	By
1	06/02/24	Revised per NYC meeting	BL

Sheet	Project Number	2308005	
	Date	02/01/24	
2 of 4	Scale	1"=10'	

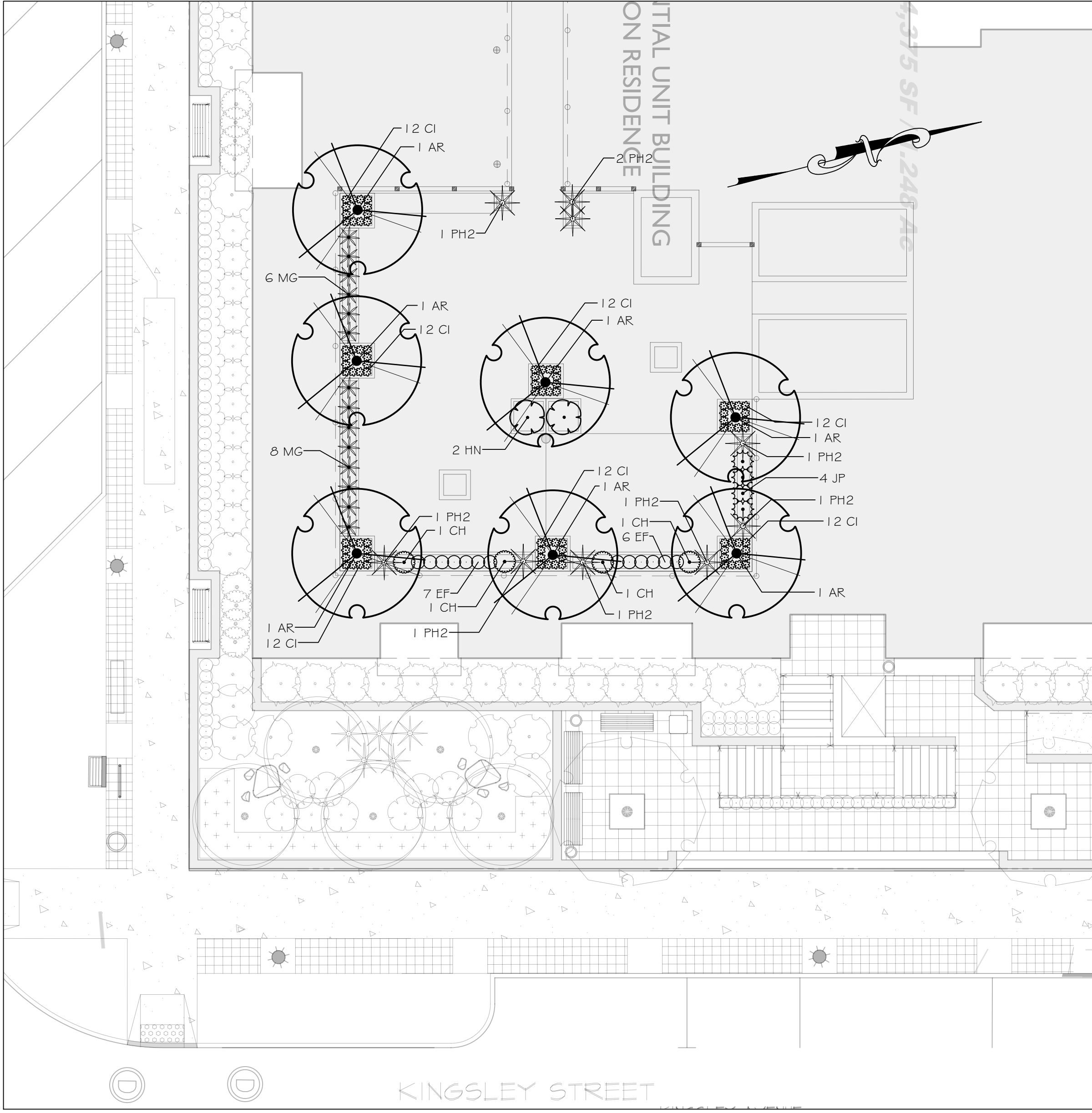


LAKE VIEW DRIVE ROOFTOP PLANTING

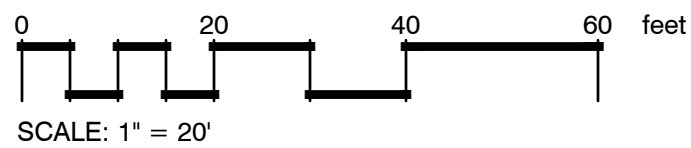


PLANT SCHEDULE ROOFTOP PLANTING

CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	REMARKS
DECIDUOUS TREES						
AR	7	Amelanchier x grandiflora 'Robin Hill'	Robin Hill Apple Serviceberry	B & B	2.5" Cal	Single Trunk
SHRUBS						
CH	4	Clethra alnifolia 'Hummingbird'	Hummingbird Summersweet	Cont.	15"-18" HT.	
HN	2	Hydrangea macrophylla 'Nikko Blue'	Nikko Blue Hydrangea	Cont.	2'-2.5' SPD	
JP	4	Juniperus chinensis 'Pfitzeriana Nicks Compacta'	Nick's Compact Pfitzer Juniper	Cont.	18"-24" SPD.	
GRASSES						
CI	84	Carex morrowii 'Ice Dance'	Ice Dance Japanese Sedge	Cont.	2 QT.	
MG	14	Muhlenbergia capillaris 'Gulf Coast'	Gulf Coast Pink Muhly Grass	Cont.	1 GAL	
PH2	9	Panicum virgatum 'Heavy Metal'	Heavy Metal Switch Grass	Cont.	3 GAL.	
PERENNIALS						
EF	13	Echinacea purpurea 'Pow Wow Wildberry'	Purple Coneflower	Cont.	1 GAL	



KINGSLEY STREET ROOFTOP PLANTING



PLANT SCHEDULE KINGSLEY ROOFTOP

CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	REMARKS
DECIDUOUS TREES						
AR	7	Amelanchier x grandiflora 'Robin Hill'	Robin Hill Apple Serviceberry	B & B	2.5" Cal	Single Trunk
SHRUBS						
CH	4	Clethra alnifolia 'Hummingbird'	Hummingbird Summersweet	Cont.	15"-18" HT.	
HN	2	Hydrangea macrophylla 'Nikko Blue'	Nikko Blue Hydrangea	Cont.	2'-2.5' SPD	
JP	4	Juniperus chinensis 'Pfitzeriana Nicks Compacta'	Nick's Compact Pfitzer Juniper	Cont.	18"-24" SPD.	
GRASSES						
CI	84	Carex morrowii 'Ice Dance'	Ice Dance Japanese Sedge	Cont.	2 QT.	
MG	14	Muhlenbergia capillaris 'Gulf Coast'	Gulf Coast Pink Muhly Grass	Cont.	1 GAL	
PH2	9	Panicum virgatum 'Heavy Metal'	Heavy Metal Switch Grass	Cont.	3 GAL.	
PERENNIALS						
EF	13	Echinacea purpurea 'Pow Wow Wildberry'	Purple Coneflower	Cont.	1 GAL	



BML STUDIO LLC
PHONE: (609) 994-2637
EMAIL: BLEFF@BMLSTUDIO.COM

NI AUTHORIZATION: MB000099

BRIAN M. LEFF, LLA, PP
REGISTERED LANDSCAPE ARCHITECT 21A0000990

VIEWS AT NORTSHORE

LOT 2 BLOCK 4302
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

ROOFTOP PLANTING PLAN

REVISIONS			
No.	Date	Description	By
1	6/8/24	Revised per TFC meeting	BL

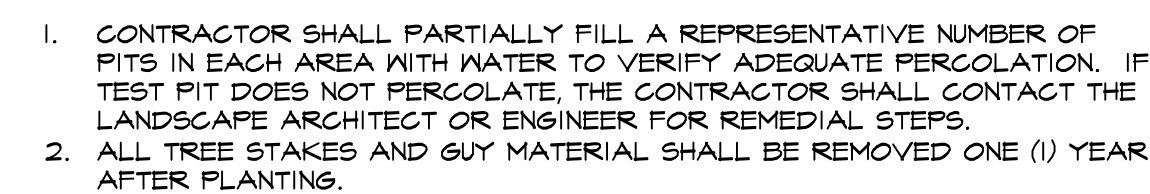
Project Number 2308005	Date 02/01/24	Scale 1"=10'
Sheet S 4		



1 FGP PATH LIGHT
N.T.S.



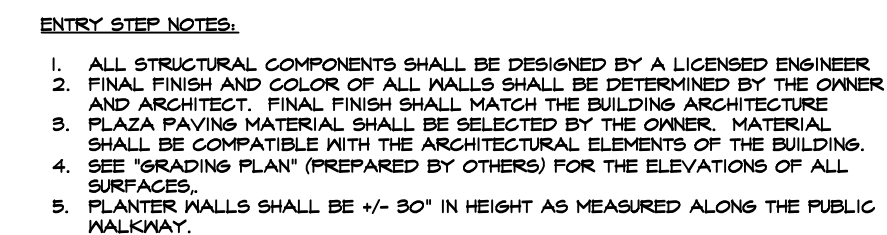
2 FGP AREA LIGHT
N.T.S.



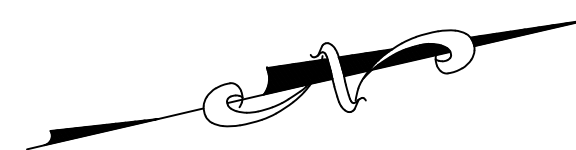
N.T.S. 329343.01-06



3 N.T.S. P-CO-AEG-01



(6) N.T.S. P-CO-NOR-02



VIEWS AT NORTHSORE

LOT 2 BLOCK 4302
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

LANDSCAPE DETAILS

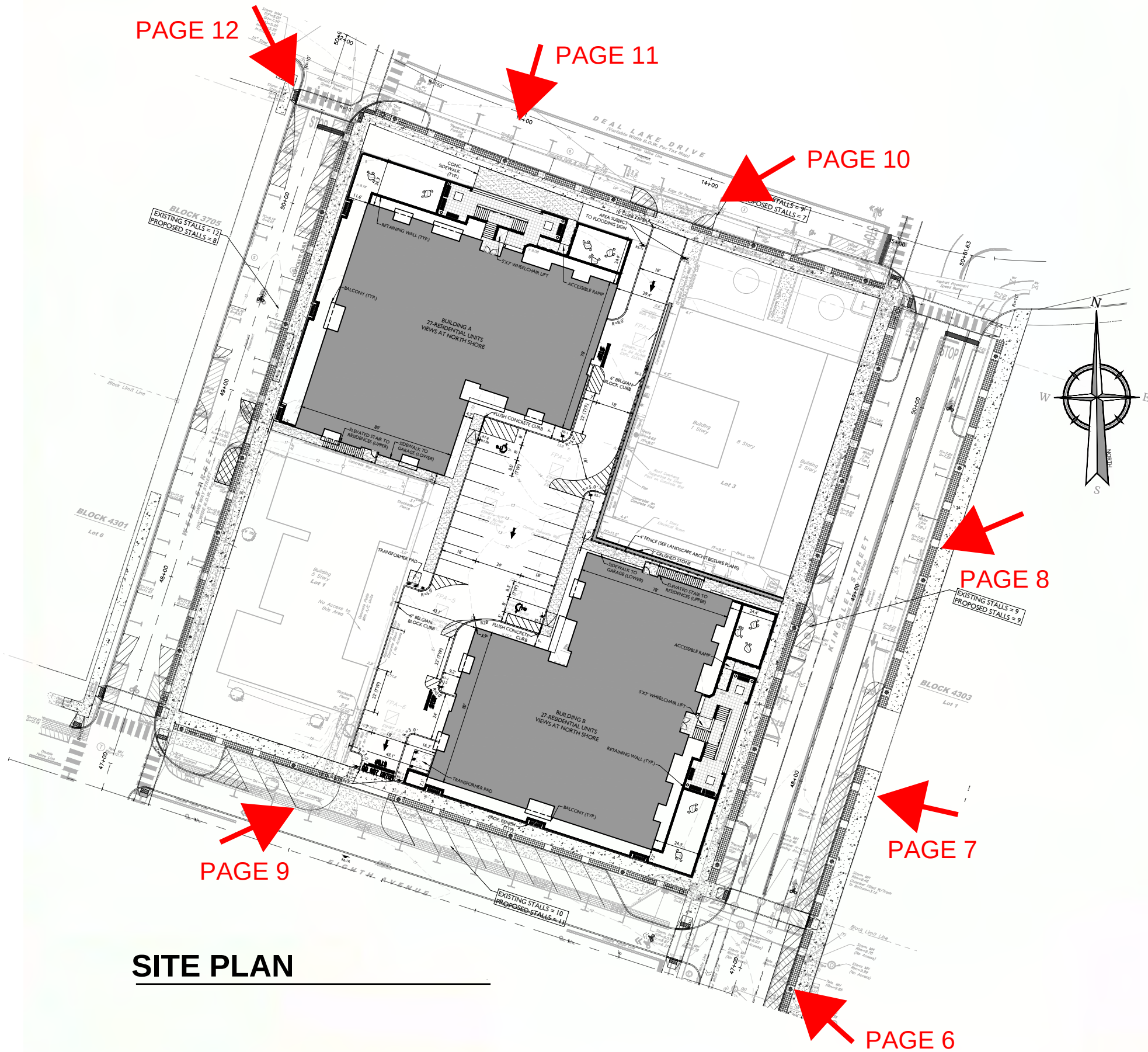
REVISIONS			
No.	Date	Description	By
1	6/06/24	Revised per TRC meeting	BL

Sheet	4	Project Number 23000005
		Date 1/26/24
		Scale AS NOTED

- 2 • Site Plan
- 3 • North Building :: Floor Plans / GREEN INITIATIVES
- 4 • North Building :: Elevations
- 5 • North Building :: Color Palette
- 6 • South Building :: Rendering
- 7 • South Building :: Rendering
- 8 • South Building :: Rendering
- 9 • South Building :: Rendering
- 10 • North Building :: Rendering
- 11 • North Building :: Rendering
- 12 • North Building :: Rendering
- 13 • Site Plan :: Aerial
- 14 • Site Plan :: Aerial
- 15 • Site Plan :: Aerial
- 16 • Site Plan :: Aerial

The Views at North Shore

June 12, 2024

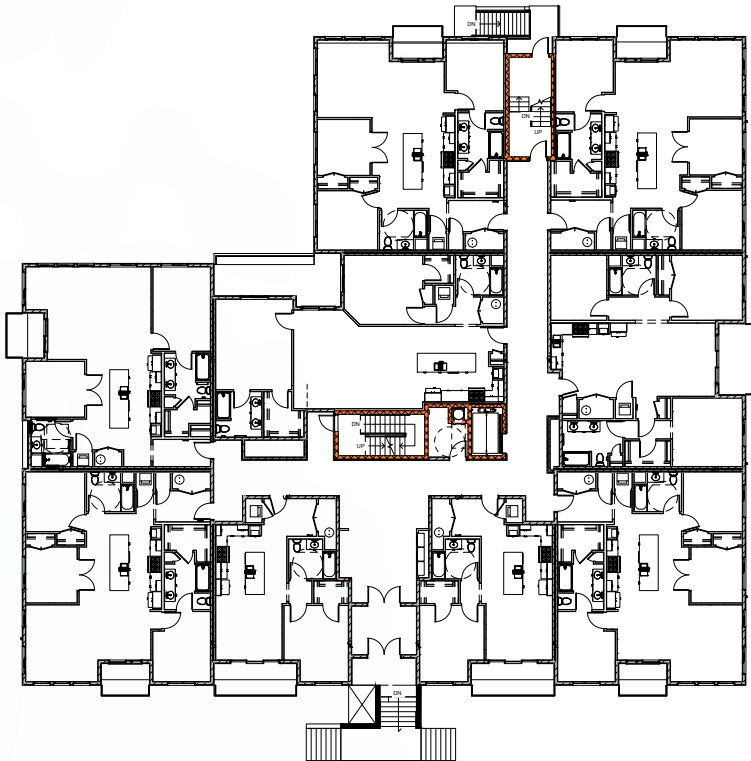


SITE PLAN

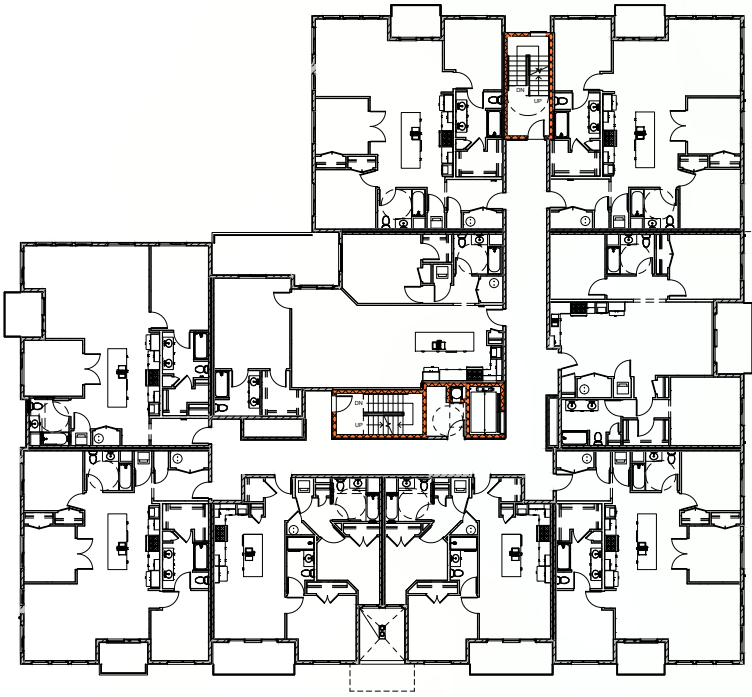


AERIAL PLAN:

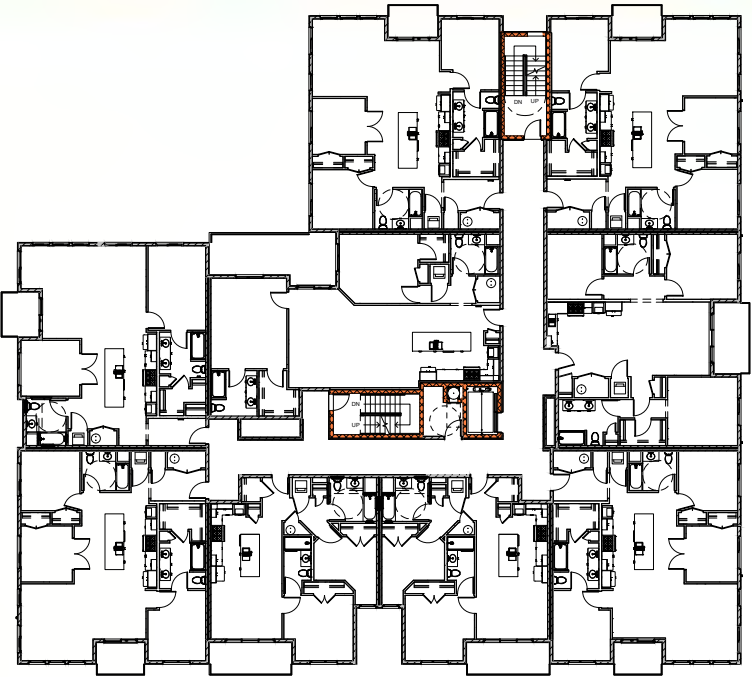
THE VIEWS AT NORTH SHORE ::



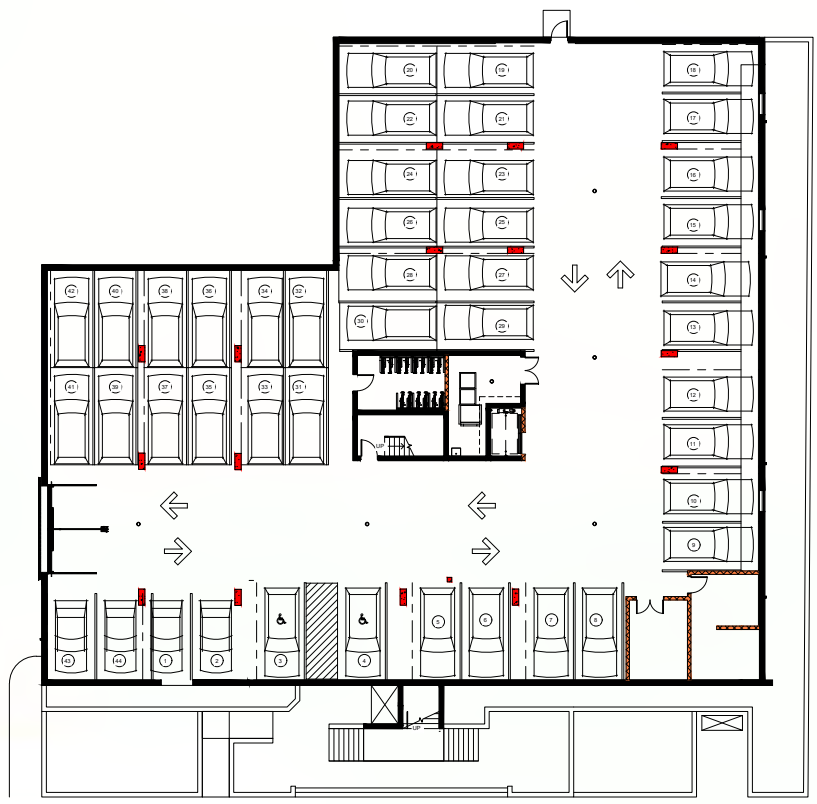
FIRST FLOOR PLAN



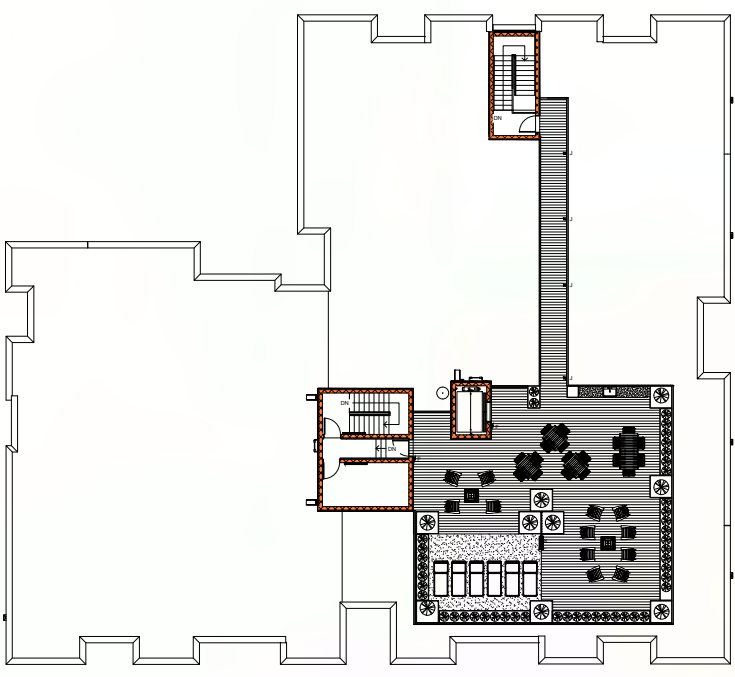
SECOND FLOOR PLAN



THIRD FLOOR PLAN



GARAGE PARKING PLAN



ROOF PLAN

GREEN INITIATIVES

- "WaterSense" certified plumbing fixtures
- "Indoor airPLUS" certified
- "Greenguard" certified Kitchen and Bath cabinetry
- Low VOC finishes
 - Shaw "Green Label" carpet
 - Sherwin Williams paint
- ENERGYSTAR certified appliances
- EPA certified ENERGYSTAR compliant
- LED Lighting exclusively throughout
- Electric Vehicle Charging Station offered
- "Zero Energy Ready" National Program
 - Increased insulation values
 - Higher performance fenestration
 - HVAC equipment located within the thermal boundaries
- "Dark Sky" compliant exterior lighting
- Light colored roofing

THE VIEWS AT NORTH SHORE :: North Building (South similar in reverse)



FRONT ELEVATION



RIGHT SIDE ELEVATION



REAR ELEVATION



LEFT SIDE ELEVATION

THE VIEWS AT NORTH SHORE :: Typical Elevations



COLOR PALETTE



THE VIEWS AT NORTH SHORE ::



LARGER TREES ADDED

LANDSCAPED TERRACES
ADDED

PLANTER WALLS ARE
LEVEL AND CONCEAL
ADA RAMP

SOUTH BUILDING - INTERSECTION OF KINGSLEY STREET AND EIGHTH AVENUE

THE VIEWS AT NORTH SHORE ::



WHEELCHAIR LIFT
SHIFTED TO SIDE AND
MODIFIED TO PROVIDE
TRANSPARANCY

LARGER TREES ADDED

ENTRY STEPS CENTERED
ON BUILDING

LANDSCAPED TERRACES
ADDED

SOUTH BUILDING - ELEVATION ALONG KINGSLEY STREET

THE VIEWS AT NORTH SHORE ::



SOUTH BUILDING - LOOKING SOUTH-WEST ALONG KINGSLEY STREET

THE VIEWS AT NORTH SHORE ::



ROOFTOP PLANTINGS
ADDED

GARAGE ACCESS POINT
REVISED

SOUTH BUILDING - LOOKING NORTH-EAST ALONG EIGHTH AVENUE

THE VIEWS AT NORTH SHORE ::



NORTH BUILDING - LOOKING SOUTH-WEST ALONG DEAL LAKE DRIVE

THE VIEWS AT NORTH SHORE ::



NORTH BUILDING - ELEVATION ALONG DEAL LAKE DRIVE

THE VIEWS AT NORTH SHORE ::





ROOFTOP PLANTINGS
ADDED

ADDITIONAL PLANTINGS

LANDSCAPED TERRACES
ADDED

NORTH BUILDING - INTERSECTION OF DEAL LAKE DRIVE AND WEBB STREET

THE VIEWS AT NORTH SHORE ::

ORIGINAL SUBMISSION
2-21-24



ROOFTOP PLANTINGS
ADDED

LANDSCAPED TERRACES
ADDED

ROOFTOP PLANTINGS
ADDED

GARAGE ACCESS POINT
REVISED

LANDSCAPED TERRACES
ADDED

SITE PLAN - AERIAL LOOKING SOUTH-WEST

THE VIEWS AT NORTH SHORE ::



SITE PLAN - AERIAL LOOKING NORTH

THE VIEWS AT NORTH SHORE ::



ROOFTOP PLANTINGS
ADDED

ADDITIONAL PLANTINGS

LANDSCAPED TERRACES
ADDED

SITE PLAN - AERIAL LOOKING SOUTH
THE VIEWS AT NORTH SHORE ::



ROOFTOP PLANTINGS
ADDED

ROOFTOP PLANTINGS
ADDED

GARAGE ACCESS POINT
REVISED

SITE PLAN - AERIAL LOOKING EAST

THE VIEWS AT NORTH SHORE ::

Disclosure of Political Contributions Certification

I, Brian A. Cheripka, of full ages does hereby certify
(Name)

1. I am the applicant or (Engineer, Architect, Planner, Attorney at Law, of the State of New Jersey engaged by Asbury Partners LLC and AP Five Prop Holdings, LLC), which entity has made an application
(applicant's name)

to the Asbury Park (Planning Board or Zoning Board of Adjustment) for

SITE PLAN APPROVAL associated with THE VIEWS AT NORTH SHORE
(site plan, variance, subdivision) (proposed use(s))

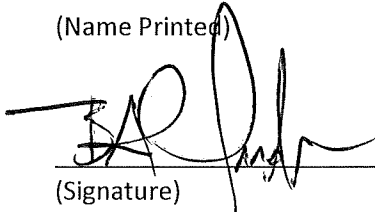
located at 201-203 EIGHTH AVENUE Block 4302, Lot 2, Asbury Park, New Jersey,
(address)
owned by AP Five Prop Holdings, LLC to represent said Applicant in this matter.
(owner)

2. I have never made any political contributions to any elected official of the City of Asbury Park in conjunction with this Application or any other Application (or I have made the following contributions to the elected officials of the City of Asbury Park).

I hereby certify that the foregoing statements are true and I am aware that if any of the following statements made by be is willfully false I am subject to punishment.

Brian A. Cheripka

(Name Printed)


(Signature)

Dated 3/7/24

Disclosure of Political Contributions Certification

I, David J. Furgal, of full ages does hereby certify
(Name)

1. I am the applicant or (Engineer, Architect, Planner, Attorney at Law, of the State of New Jersey engaged by Asbury Partners LLC and AP Five Prop Holdings, LLC), which entity has made an application
(applicant's name)

to the Asbury Park (Planning Board or Zoning Board of Adjustment) for

SITE PLAN APPROVAL associated with THE VIEWS AT NORTH SHORE
(site plan, variance, subdivision) (proposed use(s))

located at 201-203 EIGHTH AVENUE Block 4302, Lot 2, Asbury Park, New Jersey,
(address)
owned by AP Five Prop Holdings, LLC to represent said Applicant in this matter.
(owner)

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I hereby certify that the foregoing statements are true and I am aware that if any of the following statements made by be is willfully false I am subject to punishment.

David J. Furgal

(Name Printed)

DAVID FURGAL

(Signature)

Dated 3/7/24

Attachment: Council Application June 20 2024 (1) (2024-82 : Presentation by APW Redeveloper LLC and Asbury Partners LLC for the

Disclosure of Political Contributions Certification

I, Brian Leff, of full ages does hereby certify
(Name)

1. I am the applicant or (Engineer, Architect, Planner, Attorney at Law, of the State of New Jersey engaged by Asbury Partners LLC and AP Five Prop Holdings, LLC), which entity has made an application
(applicant's name)
to the Asbury Park (Planning Board or Zoning Board of Adjustment) for

SITE PLAN APPROVAL associated with THE VIEWS AT NORTH SHORE
(site plan, variance, subdivision) (proposed use(s))

located at 201-203 EIGHTH AVENUE Block 4302, Lot 2, Asbury Park, New Jersey,
(address)
owned by AP Five Prop Holdings, LLC to represent said Applicant in this matter.
(owner)

2. I have never made any political contributions to any elected official of the City of Asbury Park in conjunction with this Application or any other Application (or I have made the following contributions to the elected officials of the City of Asbury Park).

I hereby certify that the foregoing statements are true and I am aware that if any of the following statements made by be is willfully false I am subject to punishment.

Brian Leff
(Name Printed)

Brian M. Leff
(Signature)

Dated 3/5/24

Disclosure of Political Contributions Certification

I, Frank Minervini, of full ages does hereby certify
(Name)

1. I am the applicant or (Engineer, Architect, Planner, Attorney at Law, of the State of New Jersey engaged by Asbury Partners LLC and AP Five Prop Holdings, LLC), which entity has made an application
(applicant's name)
to the Asbury Park (Planning Board or Zoning Board of Adjustment) for

SITE PLAN APPROVAL associated with THE VIEWS AT NORTH SHORE
(site plan, variance, subdivision) (proposed use(s))

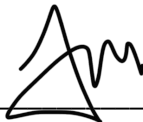
located at 201-203 EIGHTH AVENUE Block 4302, Lot 2, Asbury Park, New Jersey,
(address)
owned by AP Five Prop Holdings, LLC to represent said Applicant in this matter.
(owner)

2. I have never made any political contributions to any elected official of the City of Asbury Park in conjunction with this Application or any other Application (or I have made the following contributions to the elected officials of the City of Asbury Park).

I hereby certify that the foregoing statements are true and I am aware that if any of the following statements made by be is willfully false I am subject to punishment.

Frank Minervini

(Name Printed)


(Signature)

Dated 3/6/2024

Attachment: Council Application June 20 2024 (1) (2024-82 : Presentation by APW Redeveloper LLC and Asbury Partners LLC for the

Disclosure of Political Contributions Certification

I, Robert Curley, of full ages does hereby certify
(Name)

1. I am the applicant or (Engineer, Architect, Planner, Attorney at Law, of the State of New Jersey engaged by Asbury Partners LLC and AP Five Prop Holdings, LLC), which entity has made an application
(applicant's name)

to the Asbury Park (Planning Board or Zoning Board of Adjustment) for

SITE PLAN APPROVAL associated with THE VIEWS AT NORTH SHORE
(site plan, variance, subdivision) (proposed use(s))

located at 201-203 EIGHTH AVENUE Block 4302, Lot 2, Asbury Park, New Jersey,
(address)
owned by AP Five Prop Holdings, LLC to represent said Applicant in this matter.
(owner)

2. I have never made any political contributions to any elected official of the City of Asbury Park in conjunction with this Application or any other Application (or I have made the following contributions to the elected officials of the City of Asbury Park).

I hereby certify that the foregoing statements are true and I am aware that if any of the following statements made by be is willfully false I am subject to punishment.

Robert J. Curley PE, PP

(Name Printed)

(Signature)



Dated 3/6/2024

Attachment: Council Application June 20 2024 (1) (2024-82 : Presentation by APW Redeveloper LLC and Asbury Partners LLC for the

Disclosure of Political Contributions Certification

I, Jennifer Phillips Smith, Esq., of full ages does hereby certify
(Name)

1. I am the applicant or (Engineer, Architect, Planner, Attorney at Law) of the State of New Jersey engaged by Asbury Partners LLC and AP Five Prop Holdings, LLC, which entity has made an application
(applicant's name)
to the Asbury Park (Planning Board or Zoning Board of Adjustment) for
SITE PLAN APPROVAL associated with THE VIEWS AT NORTH SHORE
(site plan, variance, subdivision) (proposed use(s))

located at 201-203 EIGHTH AVENUE Block 4302, Lot 2, Asbury Park, New Jersey,
(address)
owned by AP Five Prop Holdings, LLC to represent said Applicant in this matter.
(owner)

2. I have never made any political contributions to any elected official of the City of Asbury Park in conjunction with this Application or any other Application ~~(or I have made the following contributions to the elected officials of the City of Asbury Park).~~

I hereby certify that the foregoing statements are true and I am aware that if any of the following statements made by be is willfully false I am subject to punishment.

Jennifer Phillips Smith, Esq.

(Name Printed)


(Signature)

Dated 3/8/24

Disclosure of Political Contributions Certification

I, John Barree, of full ages does hereby certify
(Name)

1. I am the applicant or (Engineer, Architect, Planner, Attorney at Law, of the State of New Jersey engaged by Asbury Partners, LLC and AP Five Prop Holdings, LLC), which entity has made an application
(applicant's name)
to the Asbury Park (Planning Board or Zoning Board of Adjustment) for

Site Plan associated with The Views At North Shore
(site plan, variance, subdivision) (proposed use(s))

located at 201 - 203 Eighth Avenue Block 4302, Lot 2, Asbury Park, New Jersey,
(address)
owned by AP Five Prop Holdings, LLC to represent said Applicant in this matter.
(owner)

2. I have never made any political contributions to any elected official of the City of Asbury Park in conjunction with this Application or any other Application (~~or I have made the following contributions to the elected officials of the City of Asbury Park).~~

I hereby certify that the foregoing statements are true and I am aware that if any of the following statements made by be is willfully false I am subject to punishment.

John Barree

(Name Printed)


(Signature)

Dated 4/9/24

Disclosure of Political Contributions Certification

I, Steve Blisnuk, of full age does hereby certify
(Name)

- I am the Architectural Production Manager engaged by K. Hovnanian New Jersey Operations, LLC ("KHOV"). KHOV is the contract purchaser of the property identified below from an entity which owns and has made an application to the Asbury Park (Planning Board or Zoning Board of Adjustment) for

Site Plan Approval associated with Views at Northshore
(site plan, variance subdivision) (proposed use(s))

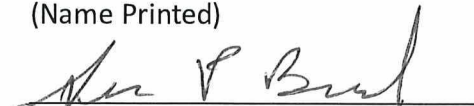
located at 201-203 Eighth Avenue, Block 4302, Lot 2, Asbury Park, New Jersey,

owned by AP Five Prop Holdings LLC

- I have never made any political contributions to any elected official of the City of Asbury Park in conjunction with this Application or any other Application (or I have made the following contributions to the elected officials of the City of Asbury Park).

I hereby certify that the foregoing statements are true and I am aware that if any of the following statements made by me is willfully false I am subject to punishment.

STEVEN P. BLISNUK
(Name Printed)


(Signature)

Dated 4/24/24

Disclosure of Political Contributions Certification

I, Carl Erler, of full age does hereby certify
(Name)

- I am the Attorney at Law of the State of New Jersey engaged by K. Hovnanian New Jersey Operations, LLC ("KHOV"). KHOV is the contract purchaser of the property identified below from an entity which owns and has made an application to the Asbury Park (Planning Board or Zoning Board of Adjustment) for

Site Plan Approval associated with Views at Northshore
(site plan, variance subdivision) (proposed use(s))

located at 201-203 Eighth Avenue, Block 4302, Lot 2, Asbury Park, New Jersey,

owned by AP Five Prop Holdings LLC

- I have never made any political contributions to any elected official of the City of Asbury Park in conjunction with this Application or any other Application (or I have made the following contributions to the elected officials of the City of Asbury Park).

I hereby certify that the foregoing statements are true and I am aware that if any of the following statements made by be is willfully false I am subject to punishment.

Carl Erler
(Name Printed)

, DIVISION CHAIRMAN
(Signature)

Dated 4-24-24

Disclosure of Political Contributions Certification

I, Justin Neden, of full age does hereby certify
(Name)

1. I am the Community Manager engaged by K. Hovnanian New Jersey Operations, LLC
("KHOV"). KHOV is the contract purchaser of the property identified below
from an entity which owns and has made an application to the Asbury Park (Planning Board
or Zoning Board of Adjustment) for

Site Plan Approval associated with Views at Northshore
(site plan, variance subdivision) (proposed use(s))

located at 201-203 Eighth Avenue, Block 4302, Lot 2, Asbury Park, New Jersey,
owned by AP Five Prop Holdings LLC

2. I have never made any political contributions to any elected official of the City of Asbury
Park in conjunction with this Application or any other Application (or I have made the
following contributions to the elected officials of the City of Asbury Park).

I hereby certify that the foregoing statements are true and I am aware that if any of the following
statements made by be is willfully false I am subject to punishment.

Justin Neden
(Name Printed)

DocuSigned by:
Justin Neden
(Signature) AF82CC7B180349D...

Dated Apr 25, 2024 | 7:34:19 AM EDT

Attachment: Council Application June 20 2024 (1) (2024-82 : Presentation by APW Redeveloper LLC and Asbury Partners LLC for the



Minutes
Meeting of the Municipal Council
Wednesday, August 14, 2024
REGULAR MEETING

Executive Session - 4:00 p.m.

2024-383 Resolution Authorizing a meeting which excludes the public

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Angela Ahbez-Anderson, 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	
Lillian Nazzaro	City Manager	Present	
Frederick Raffetto	City Attorney	Present	
Lisa Esposito	City Clerk	Present	
John Hayes	Deputy City Manager	Present	

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

SPECIAL EVENT APPLICATIONS:

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

Minutes Acceptance: Minutes of Aug 14, 2024 6:00 PM (Minutes)

ITEMS TO BE PRESENTED:

1. Presentation of 2024 Transportation Update

Director of Transportation, James Bonnanno provided at 2024 Transportation Update.

Matters from City Council

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

Council member Chapman had no matters at this time.

Council member Clayton had no matters at this time.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor had no matters at this time.

Matters from City Manager

City Manager, Lillian Nazzaro 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 Deputy Mayor Quinn to open the meeting to the public. All were in favor. The following members of the public spoke: Nina Summerlin made a comment about construction on Bangs Avenue; Larry Simms made a comment about construction on sewer lines; Peter Plants made a comment about the rent leveling ordinance; Joe Magaran made a comment about loading trucks and accidents on Sewall Avenue; Kathleen Mumma made a comment traffic studies, green infrastructure, Asbury Avenue bike lane improvements, and safe streets; Kathleen Emmerick made a comment about speed bumps and traffic studies; Eric Galipo made a comment about safety for children, green infrastructure, traffic study; Polli Schildge made a comment about transportation grant writing and a complete streets advisory committee; Tom Pivinski made a comment about the pathway exits around the gardens at Wesley Lake; Janna Manning made a comment about green infrastructure and bump outs; Diana Pettit made a comment about bike racks; and Rita Marano made a comment about the construction of the new fire house.

A motion to close the meeting to the public was made by Mayor Moor and seconded by Deputy Mayor Quinn. 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 31, 2024 4:00 PM

2. Municipal Council - Regular Meeting - Jul 31, 2024 6:00 PM **Accepted**

INDIVIDUAL RESOLUTIONS

2024-384 Resolution Approving Payment of Bills

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

2024-385 Resolution Approving Special Event Applications

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

2024-387 Resolution Authorizing the Purchase of Various Computers and Accessories Needed for Citywide Computer Replacement

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

2024-388 Resolution Authorizing Purchase of Access Control Security System at Various Locations Citywide

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

2024-389 Resolution Authorizing Payment to the Boys & Girls Club of Monmouth for Public Facility Upgrades through Community Development Block Grant (CDBG) Funds

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

2024-390 Resolution Authorizing Payment to the Mercy Center for Public Facility Upgrades through Community Development Block Grant (CDBG) Funding

RESULT:	ADOPTED [4 TO 0]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
AWAY:	Amy Quinn

2024-391 Resolution Authorizing Payment to Community Affairs Resource Center for a Public Facility Upgrade through Community Development Block Grant (CDBG)

RESULT: ADOPTED [4 TO 0]
MOVER: Angela Ahbez-Anderson, Councilmember
SECONDER: Eileen Chapman, Councilmember
AYES: Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
AWAY: Amy Quinn

2024-392 Resolution Authorizing Payment to UFBC Manna Pantry for a Public Facility Upgrade through Community Development Block Grant (CDBG) Funding

RESULT: ADOPTED [4 TO 0]
MOVER: Eileen Chapman, Councilmember
SECONDER: Yvonne Clayton, Councilmember
AYES: Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
AWAY: Amy Quinn

2024-393 Resolution Authorizing Fiber Cable Installation at the New Fire Department Headquarters

RESULT: ADOPTED [4 TO 0]
MOVER: Eileen Chapman, Councilmember
SECONDER: Angela Ahbez-Anderson, Councilmember
AYES: Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
AWAY: Amy Quinn

2024-394 Resolution Authorizing an Annual Service Agreement with Power DMS for the Police Department

RESULT: ADOPTED [4 TO 0]
MOVER: Angela Ahbez-Anderson, Councilmember
SECONDER: John Moor, Mayor
AYES: Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
AWAY: Amy Quinn

2024-395 Resolution Amending a Shared Service Agreement with Passaic Valley Sewerage Commission for Sludge Disposal

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

2024-396 Resolution Approving Change Order #1 for the 2022 Roadway Improvement Program

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

2024-397 Resolution Awarding a Bid for Asbury Avenue Bikeway Improvements

Minutes Acceptance: Minutes of Aug 14, 2024 6:00 PM (Minutes)

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

2024-398 Resolution Authorizing the Mayor and City Council to Execute a Discharge of Mortgage for Melvin and Barbara Daniels for Property located at 1308 Fourth Avenue, Asbury Park

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

2024-399 Resolution Amending Resolution No. 2024-337 Approving 2024-2025 Alcoholic Beverage Control License For House Of Independents, LLC In The City Of Asbury Park, County Of Monmouth, New Jersey

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

2024-400 Resolution Amending Resolution 2024-295 Approving 2024-2025 Alcoholic Beverage Control License For RBAR AP, LLC In The City Of Asbury Park, County Of Monmouth, New Jersey, In Certain Limited Respects

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

2024-401 Resolution Amending The Scope Of Engineering Services To Be Performed By CDM Smith, Inc., Relating To The Design Of Phase I Wastewater Treatment Plant Improvements In Order To Include Odor Control

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

ORDINANCES

Introduction

2024-28 Ordinance of The City of Asbury Park, In The County of Monmouth, State Of New Jersey, Authorizing The Execution of a First Amendment To a Lease Agreement With Asbury Partners, LLC, Cajun Fish Holdings, LLC and AP Five Prop Holdings, LLC For Certain Property Within The Asbury Park Waterfront Redevelopment Area

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/11/2024 6:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-29 Ordinance Establishing A Restricted Parking Space For Use By Handicapped Persons In The City Of Asbury Park along Bond Street, And Amending And Supplementing Section 7-36, Entitled, "Handicapped Parking," Of Chapter VII, "Traffic," Of The "Revised General Ordinances Of The City Of Asbury Park, New Jersey."

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/11/2024 6:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-30 Ordinance Establishing A Restricted Parking Space For Use By Handicapped Persons residing at 1515 Summerfield Avenue In The City Of Asbury Park, And Amending And Supplementing Section 7-36, Entitled, "Handicapped Parking," Of Chapter VII, "Traffic," Of The "Revised General Ordinances Of The City Of Asbury Park, New Jersey."

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/11/2024 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

Second Reading/Public Hearing

2024-27 Ordinance Establishing A Restricted Parking Space For Use By Handicapped Persons In The City Of Asbury Park along Grand Avenue, And Amending And Supplementing Section 7-36, Entitled, "Handicapped Parking," Of Chapter VII, "Traffic," Of The "Revised General Ordinances Of The City Of Asbury Park, New Jersey."

A motion to open 2024-27 to the public was made by Council member Ahbez-Anderson and seconded by Mayor Moor. All were favor. No members of the public spoke.

A motion to close 2024-27 to the public was made by Deputy Mayor Quinn and seconded by Council member Clayton. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 7:48 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Clayton. Meeting adjourned at 7:48 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk

Minutes Acceptance: Minutes of Aug 14, 2024 6:00 PM (Minutes)



RESOLUTION NO. 2024-403

**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 September 11, 2024 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Pokemon at the Park
2. Heck Street Block Party
3. Equality in Motion
4. Noble Fest
5. Quality of Life Community Festival
6. National Night Out
7. Clean Ocean Action Fall Beach Sweeps
8. Meal Kit Giveaway
9. AP Zombie Walk
10. Wedding 10/4

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. 2024-403 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2024

CERTIFIED BY ME THIS 12th DAY OF September, 2024.

LISA ESPOSITO
CITY CLERK



Date Application Received: _____

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.

Oct. 13th
Date of Event: September 29th Rain Date: _____

Time of Event: 9am to 5pm Setup time: 6am Break-down time: 5pm

Name of Event: Pokemon at the Park

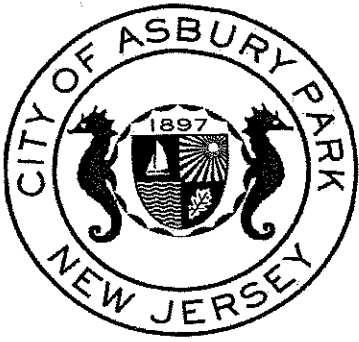
Location of Event: _____

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.

Attachment: cm 9.11 (2024-403 : 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: Sept 21, 2024 Rain Date: Sept 22, 2024
 Time of Event: 5pm to 12am Setup time: 5 Break-down time: 11pm
 Name of Event: Heck Street Block Party
 Location of Event: Heck Street between 2nd and 1st Ave

Type of Event (check all that apply):

- ☐ Festival
☐ Wedding*
☐ Bike Ride/ Race
☐ Rally/ Demonstration

- ☐ Parade
☐ Beach Event
☐ Triathlon
☐ Swim Event

- ☐ Foot Race
☐ Concert
☐ Multi Day Event

☒ Other: Block Party

*Wedding applicants only need to complete page 6.

Attachment: cm 9.11 (2024-403 : 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 9th, 2024 Rain Date: _____

Time of Event: _____ to _____ Setup time: _____ Break-down time: _____

Name of Event: Equality In Motion

Location of Event: Springwood Park

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>Fundraiser walk</u> |

***Wedding applicants only need to complete page 6.**



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

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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: 10/5/24 Rain Date: 10/6/24
 Time of Event: 3pm to 8pm Setup time: 1pm Break-down time: 8pm
 Name of Event: Noble Fest (1st Annual)
 Location of Event: Springwood Park

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: _____

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CITY OF ASBURY PARK

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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: 9/21/24 Rain Date: None

Time of Event: 10 to 4 Setup time: 9 AM Break-down time: 4

Name of Event: Reality of Life Community Festival

Location of Event: Springwood Park

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.**

Attachment: cm 9.11 (2024-403 : 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: September 19, 2024 Rain Date: N/A

Time of Event: 4:00 pm to 7:00 pm Setup time: 2 Hours Break-down time: 2 Hours

Name of Event: National Night Out (NNO)

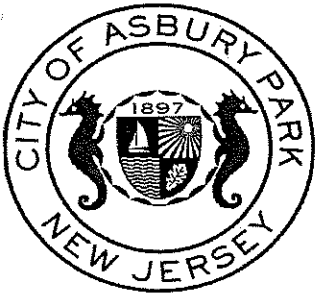
Location of Event: Springwood Avenue Park

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.**

Attachment: cm 9.11 (2024-403 : 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 19, 2024

Rain Date: NA

Time of Event: 9:00am – 12:30pm

Setup time: 8:30am

Break-down time: 12:30pm

Name of Event: Clean Ocean Action's 39th Annual Fall Beach SweepsLocation of Event: Convention Hall & 1st Ave Beach

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.

Attachment: cm 9.11 (2024-403 : 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 5th Rain Date: N/A

Time of Event: 9 AM to 12 PM Setup time: 8 AM Break-down time: 12 PM

Name of Event: Meal Kit Giveaway

Location of Event: City Hall lobby

Type of Event (check all that apply):

- ☐ Festival
☐ Wedding*
☐ Bike Ride/Race
☐ Rally/Demonstration

- ☐ Parade
☐ Beach Event
☐ Triathlon
☐ Swim Event

- ☐ Foot Race
☐ Concert
☐ Multi Day Event

☒ Other: Food Giveaway

*Wedding applicants only need to complete page 6.

Attachment: cm 9.11 (2024-403 : 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 5, 2024 Rain Date: N/A

Time of Event: 11:00am to 8:00pm Setup time: 10:00am Break-down time: N/A

Name of Event: ASBURY PARK ZOMBIE WALK

Location 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.

Attachment: cm 9.11 (2024-403 : 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: 10/4/2024 Ceremony start time: 5 End time: 6
Setup time: 3:30/4 (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)
Location of Ceremony: Bath ave 101 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: Brett covino 130 west long branch ave ocean gate nj 08740

Contact #: 848-218-6544 Email Address: Brett.covino@gmail.com

Applicant 2- Name & Address: Christina scott 16 anchorage blvd bayville nj 08721

Contact #: 6092333596 Email Address: _____

of people in wedding party: _____ # of people attending wedding: 30

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

- | | |
|---|--|
| ☐ Pa system | ☒ Chairs |
| ☒ Archway | ☒ 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.



Signature of Applicant 1 or 2

8/12/2024

Date

Attachment: cm 9.11 (2024-403 : Special Event Applications)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 11, 2024
RESOLUTION SUMMARY

2024-404

Add 2024 Additional National Opioid Settlement Proceeds in the amount of \$95,663.59



RESOLUTION NO. 2024-404

**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 2024 BUDGET OF THE CITY OF ASBURY PARK PURSUANT
TO N.J.S.A. 40A:4-87 (CHAPTER 159) - NATIONAL OPIOID SETTLEMENT
PROCEEDS**

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 2024 in the sum of \$95,663.59. Which is now available from the NJ Department of Community Affairs National Opioid Settlement Proceeds.

BE IT FURTHER RESOLVED, that a like sum of \$95,663.59 hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

National Opioid Settlement Proceeds

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. 2024-404 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2024

CERTIFIED BY ME THIS 12th DAY OF September, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 11, 2024
RESOLUTION SUMMARY

2024-405

Add 2024 American Rescue Plan for Increase for CDM Engineering Services - \$342,000.00



RESOLUTION NO. 2024-405

**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 2024 SEWER BUDGET OF THE CITY OF ASBURY PARK
PURSUANT TO N.J.S.A. 40A:4-87 (CHAPTER 159) - AMERICAN RESCUE PLAN**

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 sewer budget of the year 2024 in the sum of \$342,000.00. Which is now available from the American Rescue Plan.

BE IT FURTHER RESOLVED, that a like sum of \$342,000.00 hereby appropriated under the following caption:

Sewer Operating Appropriations:
Public & Private Programs Offset by Revenues:
American Rescue Plan

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. 2024-405 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2024

CERTIFIED BY ME THIS 12th DAY OF September, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 11, 2024
RESOLUTION SUMMARY

2024-406

Appointment of Records Custodian for the City of Asbury Park Police Department: Captain Daniel Kowsaluk



RESOLUTION NO. 2024-406

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

RESOLUTION DESIGNATING THE APPOINTMENT OF A RECORDS CUSTODIAN IN THE CITY OF ASBURY PARK POLICE DEPARTMENT FOR THE PURPOSES OF OPEN PUBLIC RECORDS AND LITIGATION MATTERS

WHEREAS, the City of Asbury Park recognizes that requests for records pursuant to subpoenas and the Open Public Records Act (“OPRA”) must be acted upon within established time periods; and

WHEREAS, the City also recognizes that N.J.S.A. §47:1A *et seq.* Places the responsibility of OPRA responses on the Municipal Clerk; and

WHEREAS, the City of Asbury Park is aware that the City receives numerous requests for records pursuant to subpoena and OPRA, especially through the Police Department; and
WHEREAS, in an effort to expeditiously and accurately respond to said subpoenas and OPRA requests, and in accordance with the applicable rules and statutes governing same, the City shall designate Captain Daniel Kowsaluk, as Police Records Custodian of the City of Asbury Park Police Department as the designee for complying with subpoenas to the Police Department and responding to OPRA requests; and

WHEREAS, the Police Records Custodian of the City of Asbury Park Police Department shall be deputized by the Municipal Clerk to be solely responsible for subpoenas and OPRA requests issued to the City of Asbury Park Police Department; and

WHEREAS, the City Manager has determined that the designation of a Police Records Custodian is in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Manager of the City of Asbury Park, in the County of Monmouth, and State of New Jersey, as follows:

1. Captain Daniel Kowsaluk, shall be designated as the Public Records Custodian of the City of Asbury Park Police Department.
2. The Public Records Custodian of the City of Asbury Park Police Department shall be responsible for complying with subpoenas for records and OPRA requests and/or appearances served upon the City of Asbury Park Police Department.

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. 2024-406 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2024

CERTIFIED BY ME THIS 12th DAY OF September, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 11, 2024
RESOLUTION SUMMARY

2024-407

Resolution authorizing the payment of bills in the amount of \$4,918,337.94



RESOLUTION NO. 2024-407

**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 \$4,918,337.94

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	\$ 2,654,230.94
BOARD OF EDUCATION	<u>2,264,107.00</u>
 TOTAL VOUCHERS	 \$ <u>4,907,337.94</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. 2024-407 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2024

CERTIFIED BY ME THIS 12th DAY OF September, 2024.

LISA ESPOSITO
CITY CLERK

August 30, 2024
12:43 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a

P.O. Type: All Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid:
Format: Condensed Held: N Aprv: N Rcvd:
Range: 3-First to 4-zz-zz-zzz-zzz-zzz Bid: Y State: Y Other: Y Exempt:
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/24 Include Non-Budgeted:
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: CURRENT
Department: FINANCE
Extd: FINANCIAL ADMINISTRATION

3-01-20-130-000-223	FINANCE Condo Reimbursements					
70270009 702 - 704 5TH AVENUE APTS LLC	23-03081 3rd Q Trash Reimbursement			2,818.28	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			2,818.28		
	Department Total: FINANCE			2,818.28		
	CAFR Total:			2,818.28		

Department: FIRE DEPT.
Extd: FIRE DEPARTMENT

3-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
AIRGAS AIR GAS TECHNOLOGIES, INC.	23-01775 FD OXYGEN GENERATING SYSTEM			45,000.00	0.00	
	Extd Total: FIRE DEPARTMENT			45,000.00		
	Department Total: FIRE DEPT.			45,000.00		
	CAFR Total:			45,000.00		

Department: STREETS & ROAD
Extd: STREETS & ROADS MAINTENANCE

3-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
AHHOFF A.H. HOFFMANN, LLC	23-00361 Replace covers on Fuel tanks			1,358.00	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			1,358.00		
	Department Total: STREETS & ROAD			1,358.00		
	CAFR Total:			1,358.00		
	Fund Total: CURRENT			49,176.28		
	Year Total:			49,176.28		

Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

4-01-20-100-000-202	ADMINISTRATION Office Supplies					
WBMASON W.B.MASON CO., INC.	24-02204 Office Supplies			529.03	0.00	
AMAZ0005 AMAZON.COM SERVICES	24-02277 Office & Bathroom Supplies			222.74	0.00	
				<u>751.77</u>		

4-01-20-100-000-207	ADMINISTRATION Contractual					
AIRSYS AIR SYSTEMS MAINTENANCE, INC.	24-00787 HVAC MAINTENANCE AGREEMENT			483.75	0.00	B
BIRDS005 BIRDS BEWARE INC.	24-01920 3RD QTR 2024 CLEARING AND			600.00	0.00	B

Attachment: Bill List 9-11-24 (2024-407 : Payment of Bills)

August 30, 2024
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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-20-100-000-207	ADMINISTRATION Contractual		Continued			
BIRDS005 BIRDS BEWARE INC.	24-01921 3RD QTR CLEARING AND			<u>1,200.00</u>	0.00	B
				2,283.75		
4-01-20-100-000-209	ADMINISTRATION Professional Services					
BORHOT BORGATA HOTEL CASINO & SPA	24-01808 Hotel Reservations for NJLM			3,540.00	0.00	
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	24-02240 July 2024 Fees			970.20	0.00	
BURGI005 BURGIS ASSOCIATES INC.	24-02423 Invoice 44902 Court Master			<u>1,875.00</u>	0.00	
				6,385.20		
4-01-20-100-000-238	ADMINISTRATION Conventions/Conferences					
LILLI005 LILLIAN L. NAZZARO	24-02477 Reimbursement Conference &Dues			500.01	0.00	
NJLEAMUN NJ LEAGUE OF MUNICIPALITIES	24-02519 Webinar 10/4/24 John Hayes			<u>75.00</u>	0.00	
				575.01		
4-01-20-100-000-241	ADMINISTRATION Green Team Committee					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	24-02240 July 2024 Fees			437.50	0.00	
4-01-20-100-000-251	ADMINISTRATION Comm. & Cultural Affairs					
CRAPRI CRAFTMASTER PRINTING, INC.	24-02300 Fliers for First Fridays Event			144.00	0.00	
CRAPRI CRAFTMASTER PRINTING, INC.	24-02325 Fliers for Big Splash Event			291.00	0.00	
PARTY005 PARTY PERFECT RENTALS, LLC	24-02351 Entertainment-8/24/24 Event			3,545.00	0.00	
ASBAUD Asbury Audio Inc.	24-02437 Sound System-Big Splash Event			250.00	0.00	
LUPIZ LUIGI'S PIZZARIA	24-02455 Food for Big Splash Event			<u>700.00</u>	0.00	
				4,930.00		
	Extd Total: ADMINISTRATION			15,363.23		
	Department Total: ADMINISTRATION			15,363.23		
Department: MUNIC CLERK						
Extd: MUNICIPAL CLERK						
4-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
GANNE005 GANNETT NEW YORK/NEW JERSEY	24-02376 #10447014 ord intro			56.12	0.00	
THECOA THE NEW COASTER, LLC	24-02377 #8935 ordinance adoptions			54.80	0.00	
GANNE005 GANNETT NEW YORK/NEW JERSEY	24-02427 #10466116 MEETING CANCELATION			43.36	0.00	
GANNE005 GANNETT NEW YORK/NEW JERSEY	24-02487 #10483811, 10483585 & 10483629			193.88	0.00	
THECOA THE NEW COASTER, LLC	24-02491 #9005 8/22/24 & #8973 8/15/24			49.22	0.00	
THECOA THE NEW COASTER, LLC	24-02499 Invoice #8886 8/1/24 AD			<u>135.51</u>	0.00	
				532.89		
4-01-20-120-000-222	MUNICIPAL CLERK Training					
INSFOR INSTITUTE FOR PROFESSIONAL	24-02008 Daniels Law Update 5/29/24			100.00	0.00	
NJLEAMUN NJ LEAGUE OF MUNICIPALITIES	24-02257 NJLM 2024 Registration - Clerk			<u>120.00</u>	0.00	
				220.00		
4-01-20-120-000-238	MUNICIPAL CLERK Contractual					
PARKE005 PARKER MCCAY, PA	24-02305 INV #3184327 & 3184328 JULY			2,862.00	0.00	

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-20-120-000-238	MUNICIPAL CLERK Contractual		Continued			
GRALLC GRANICUS, LLC	24-02492 INVOICE #189247 SEPTEMBER 2024			793.42	0.00	
				3,655.42		
	Extd Total: MUNICIPAL CLERK			4,408.31		
	Department Total: MUNIC CLERK			4,408.31		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
4-01-20-130-000-202	FINANCE Office Supplies					
THEHON2 THE HON COMPANY LLC	24-01885 #RC41471A FINANCE OFFICE DESK			1,838.23	0.00	
WBMASON W.B.MASON CO., INC.	24-02378 Finance Supplies			385.75	0.00	
				2,223.98		
4-01-20-130-000-205	FINANCE Ads					
GANN005 GANNETT NEW YORK/NEW JERSEY	24-02406 RFQ - UEZ MASTER PLAN			82.52	0.00	
4-01-20-130-000-206	FINANCE Copier					
MUNCAP MUNICIPAL CAPITAL CORPORATION	24-02476 #40115602 Payment #13 of 60			2,561.08	0.00	
4-01-20-130-000-207	FINANCE HR Testing					
MERHEA HACKENSACK MERIDIAN WORKS	24-02194 Inv #2605 - June 2024 Testing			1,800.00	0.00	
4-01-20-130-000-209	FINANCE Fees					
FPMAIL FP Mailing Solutions	24-02352 #RI106319781 8/1/24-10/31/24			234.00	0.00	
4-01-20-130-000-222	FINANCE Training					
NJCIV005 NJ CIVIL SERVICE COMMISSION	24-02416 CLIP All-access for City EE's			4,530.00	0.00	
INSFOR INSTITUTE FOR PROFESSIONAL	24-02452 8/21/24 PURCHASING WEBINAR			50.00	0.00	
				4,580.00		
4-01-20-130-000-223	FINANCE Condo Reimbursements					
1010G005 1010 GRAND AVENUE LLC	24-02251 2nd Q Recycling Reimbursement			642.60	0.00	
1411W005 1411 WEBB STREET LLC	24-02259 2nd Q Trash Reimbursement			252.30	0.00	
5105T005 510 5TH AVENUE LLC	24-02260 2nd Q Trash Reimbursement			617.40	0.00	
3106TH 310 6TH AVENUE, LLC	24-02261 2nd Q Trash Reimbursement			1,675.80	0.00	
2107T005 210 7TH AVENUE LLC	24-02262 2nd Q Trash Reimbursement			611.36	0.00	
EMPGRA EMPIRE GRAND REGENCY ASSOC.INC	24-02263 2nd Q Trash Reimbursment			2,229.15	0.00	
4003RD 400 3RD MINOT, LLC	24-02264 2nd Q Trash Reimbursement			747.60	0.00	
7106T005 710 6TH AVENUE LLC	24-02265 2nd Q Trash Reimbursement			1,026.90	0.00	
4077T005 407 7TH AVENUE LLC	24-02266 2nd Q Trash Reimbursement			993.30	0.00	
REUDUC2 REUSSI DUCKSAUCE 2 LLC	24-02267 2nd Q Trash Reimbursement			515.55	0.00	
211FIR 211 FIRST DUCKSAUCE, LLC	24-02268 2nd Q Trash Reimbursement			826.08	0.00	
4045T005 404 5TH AVENUE	24-02269 2nd Q Trash Reimbursement			1,035.30	0.00	
REUDUC3 REUSSI DUCKSAUCE3 LLC	24-02270 2nd Q Trash Reimbursement			667.80	0.00	
2123R005 212 3RD AVENUE LLC	24-02271 2nd Q Trash Reimbursement			762.82	0.00	
RL3ASB RL3 ASBURY LLC	24-02272 2nd Q Trash Reimbursement			1,168.65	0.00	
5038T010 503 8TH AVENUE LLC	24-02273 2nd Q Trash Reimbursement			322.08	0.00	
309SU005 309 SUNSET AVENUE LLC	24-02274 2nd Q Trash Reimbursement			831.60	0.00	
REUSS005 REUSSI DUCKSAUCE 4 LLC	24-02275 2nd Q Trash Reimbursement			1,513.56	0.00	
220FOU 220 FOURTH AVENUE, LLC	24-02276 2nd Q Trash Reimbursement			1,338.75	0.00	
THEC0005 The Cove at Asbury Park	24-02424 1st half 2024 Trash Reimburse			5,531.40	0.00	

Attachment: Bill List 9-11-24 (2024-407 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-20-130-000-223	FINANCE Condo Reimbursements		Continued			
DEALL	DEAL LAKE VILLAGE GARDENS	24-02425	2nd Q Trash Reimbursement	2,057.66	0.00	
				25,367.66		
	Extd Total: FINANCIAL ADMINISTRATION			36,849.24		
	Department Total: FINANCE			36,849.24		
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
4-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
CDWGOV	CDW GOVERNMENT LLC	24-02139	Q#1CFCYSW PZB SECRETARY	1,072.70	0.00	
AMAZO005	AMAZON.COM SERVICES	24-02144	Fire Chief MDT Battery	89.24	0.00	
CDWGOV	CDW GOVERNMENT LLC	24-02175	1CFF0HY Traffic Unit Toner	128.00	0.00	
CDWGOV	CDW GOVERNMENT LLC	24-02291	Q#1CFGTNB IA DVD Burner	162.33	0.00	
				1,452.27		
4-01-20-140-000-225	COMPUTER DATA PROC.Document Mgt.					
FILEB005	FILE BANK, INC.	24-02301	June & July 2024	15,312.71	0.00	
FILEB005	FILE BANK, INC.	24-02484	August 2024 Storage	7,455.88	0.00	
				22,768.59		
	Extd Total: COMPUTERIZED DATA PROCESSING			24,220.86		
	Department Total: COMPUTER MIS			24,220.86		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
4-01-20-150-000-209	TAX ASSESSOR Fees					
JALLO005	JALLOH & JALLOH, LLC	24-02409	INVOICE #11110 JUNE 2024	3,320.00	0.00	
JALLO005	JALLOH & JALLOH, LLC	24-02410	INVOICE #11163 JULY 2024	3,080.00	0.00	
NEARM005	NEARMAP US, INC	24-02411	INV01416112 2024 Renewal	6,000.00	0.00	
				12,400.00		
	Extd Total: TAX ASSESSOR			12,400.00		
	Department Total: TAX ASSESSOR			12,400.00		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
4-01-20-151-000-299	DIRECTOR OF COMMUN. - Program Fees					
BOOSK005	BOOSKERDOO COFFEE LLC	24-02250	Est for 8/14 Coffee Event	24.28	0.00	
	Extd Total: DIRECTOR OF COMMUNICATIONS			24.28		
	Department Total: DIRECTOR OF COMMUNICATIONS			24.28		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
4-01-20-155-000-209	LEGAL SERVICES Fees					
PEMLA005	PEM Law LLP	24-02330	Invoice 1898 Employment	1,066.29	0.00	
MARFAL	MARAZITI FALCON, LLP	24-02367	PROFESSIONAL SERVICES RENDERED	7,353.06	0.00	

Attachment: Bill List 9-11-24 (2024-407 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-20-155-000-209	LEGAL SERVICES Fees		Continued			
LAWOF005	LAW OFFICE OF GENE J ANTHONY	24-02372	#21471 JULY 2024 RENT LEVELING	706.75	0.00	
				9,126.10		
	Extd Total: LEGAL SERVICES			9,126.10		
	Department Total: LEGAL SERVICES			9,126.10		
Department: APTV						
Extd: CABLE TV ADVISORY COMMITTEE						
4-01-20-162-000-202	APTV Equipment					
CDWGOV	CDW GOVERNMENT LLC	24-02324	Q#1CFH2MH SSDs	334.78	0.00	
	Extd Total: CABLE TV ADVISORY COMMITTEE			334.78		
	Department Total: APTV			334.78		
Department: ENGINEER SERV						
Extd: ENGINEERING SERVICES						
4-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO	T & M ASSOCIATES	24-01206	REMEDIAL ACTION SERVICES AT	1,784.28	0.00	B
TMASSO	T & M ASSOCIATES	24-02525	SE469526 General Engineering	14,844.00	0.00	
				16,628.28		
	Extd Total: ENGINEERING SERVICES			16,628.28		
	Department Total: ENGINEER SERV			16,628.28		
	CAFR Total:			119,355.08		
Department: Planning Department						
Extd: Planning Department						
4-01-21-179-000-202	PLANNING DEPT. Office Supplies					
WBMASON	W.B.MASON CO., INC.	24-02171	WB MASON STAMP AND NOTEPADS	42.02	0.00	
4-01-21-179-000-209	PLANNINF DEPT. Planning Board Fees					
JACSER	JACK A. SERPICO	24-02396	PB & ZP LEGAL SVS May-July	3,075.00	0.00	
4-01-21-179-000-210	PLANNING DEPT. Zoning Board Fees					
CLACAN	CLARKE CATON HINTZ PC	24-02389	PB CHH July 2024	1,757.50	0.00	
JACSER	JACK A. SERPICO	24-02396	PB & ZP LEGAL SVS May-July	2,200.00	0.00	
				3,957.50		
	Extd Total: Planning Department			7,074.52		
	Department Total: Planning Department			7,074.52		
	CAFR Total:			7,074.52		
Department: CONST CODE						
Extd: CONSTRUCTION CODE OFFICIAL						
4-01-22-200-000-201	CONSTRUCTION CODE General Supplies					
PHCC	NJ ASSOCIATION OF PLUMBING	24-00365	2021 NSPC ILLUSTRATED CODE	115.00	0.00	

Attachment: Bill List 9-11-24 (2024-407 : Payment of Bills)

August 30, 2024
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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-22-200-000-202	CONSTRUCTION CODE Office Supplies					
CRAPRI	CRAFTMASTER PRINTING, INC.	24-02190	office supply/business cards	140.99	0.00	
	Extd Total: CONSTRUCTION CODE OFFICIAL			255.99		
	Department Total: CONST CODE			255.99		
	CAFR Total:			255.99		
Department: GROUP INSUR.						
Extd: EMPLOYEE GROUP INSURANCE						
4-01-23-220-000-209	EMPLOYEE GROUP INSURANCE Fees (IN CAP)					
NJSHBP	NJSHBP	24-02458	HEALTH COVERAGE SEPTEMBER 2024	628,493.65	0.00	
	Extd Total: EMPLOYEE GROUP INSURANCE			628,493.65		
	Department Total: GROUP INSUR.			628,493.65		
	CAFR Total:			628,493.65		
Department: POLICE						
Extd: POLICE DEPARTMENT						
4-01-25-240-000-205	POLICE Animal Control Services					
SPCA	MONMOUTH COUNTY SPCA	24-02239	#2025369 JUNE & TNR SERVICES	4,919.00	0.00	
4-01-25-240-000-206	POLICE Purchase of Equipment					
TOSSOL	TOSHIBA BUSINESS SOLUTION	24-02064	ID card/ABC card supplies	3,240.00	0.00	
4-01-25-240-000-211	POLICE HR Testing					
STATOX	STATE TOXICOLOGY LABORATORY	24-02307	March 2024 screening	360.00	0.00	
4-01-25-240-000-218	POLICE Contract.Serv.					
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	24-00787	HVAC MAINTENANCE AGREEMENT	1,514.75	0.00	B
THOWES	THOMSON WEST CUSTOMER SERVICE	24-02308	#850587053 AUGUST 2024	271.22	0.00	
				1,785.97		
4-01-25-240-000-222	POLICE Training					
JOSPAN	PANGARO TRAINING & MANAGEMENT	24-02354	#3009 LICENSURE ACT TRAINING	340.20	0.00	
COPS0005	COPS	24-02426	#207 Patrol Interview Tactics	159.00	0.00	
				499.20		
4-01-25-240-000-276	POLICE: PAL Expenses					
COSTCO	COSTCO WHOLESALE	24-02078	water and snacks summer camp	196.52	0.00	
MURARM	MURRAY'S UNIFORMS	24-02294	INV #24-0043 PAL polo shirts	98.00	0.00	
COSTCO	COSTCO WHOLESALE	24-02337	GIRLS BASKET BALL PAL	100.40	0.00	
SKYZON	SKY ZONE OCEAN	24-02369	#61422007-81998 PAL TRIP 8/21	719.70	0.00	
TJSPIZ	TJ'S PIZZA	24-02400	PAL end of camp party	201.00	0.00	
				1,315.62		
	Extd Total: POLICE DEPARTMENT			12,119.79		
	Department Total: POLICE			12,119.79		

Attachment: Bill List 9-11-24 (2024-407 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
4-01-25-265-000-203 FIRE DEPT. Motor Vehicle						
FISONS	FIS on Site Service LLC	24-01306	Blanket PO Not to Exceed	176.28	0.00	B
FISONS	FIS on Site Service LLC	24-01873	Blanket PO Not to Exceed	475.00	0.00	B
CUMINC	CUMMINS INC.	24-01990	EST:ESTIMATE-8389 Motor Repair	5,304.44	0.00	
ISLTEC	ISLAND TECH SERVICES	24-02029	QTE: ITS061543NJv1-Computer	3,450.00	0.00	
				9,405.72		
4-01-25-265-000-206 FIRE DEPT. Purchase of Equipment						
MUNIC005	MUNICIPAL EMERGENCY SERVICES	24-01401	QTE: QT1818967-20' Ladder	1,146.84	0.00	
GRAING	GRAINGER, INC.	24-02226	#QTE2539011201-BATTERY,CORD ET	1,111.65	0.00	
SIGSEA	SIGNS,SEALED & DELIVERED, INC.	24-02290	Estimate-SCBA Decals	300.00	0.00	
				2,558.49		
4-01-25-265-000-214 FIRE DEPT. Building Maintenance						
IMPBAG	IMPERIAL DADE	24-00364	Blanket PO Not to Exceed	467.79	0.00	B
THEHAR	THE HARDWARE STORE	24-02108	BLANKET PO NOT TO EXCEED	16.28	0.00	B
MONARCH	MONARCH ELECTRIC COMPANY	24-02329	BLANKET PO DO NOT EXCEED	76.89	0.00	B
				560.96		
4-01-25-265-000-218 FIRE DEPT. Contract.Serv.						
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	24-00787	HVAC MAINTENANCE AGREEMENT	473.75	0.00	B
4-01-25-265-000-229 FIRE DEPT. Medical Sup.						
HENSCE	HENRY SCHEIN, INC.	24-01307	Blanket PO Not to Exceed	193.20	0.00	B
VERALP	V.E. RALPH & SON, INC.	24-02086	Qte:108480-BP Machines	3,889.28	0.00	
				4,082.48		
4-01-25-265-000-255 FIRE DEPT. Revenue Guard Fees						
CORON005	CORONIS HEALTH RCM, LLC dba	24-02323	Invoice CHRCM14370 July Fees	7,575.44	0.00	
4-01-25-265-000-262 FIRE DEPT. Equipment Repairs						
WITME005	WITMER PUBLIC SAFETY GROUP INC	24-02327	QU0188424-Engine Fan Batteries	674.00	0.00	
4-01-25-265-000-270 FIRE DEPT. Pest Control						
WESPES	WESTERN PEST SERVICES	24-02399	INVOICE# 9128968 AUGUST 2024	131.02	0.00	
Extd Total: FIRE DEPARTMENT				25,461.86		
Department Total: FIRE DEPT.				25,461.86		
CAFR Total:				37,581.65		
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
4-01-26-290-000-202 STREETS & ROAD Office Supplies						
WBMASON	W.B.MASON CO., INC.	24-02407	OFFICE SUPPLIES	229.19	0.00	
4-01-26-290-000-203 STREETS & ROAD Motor Vehicle						
SERVIO05	SERVICE TIRE TRUCK CENTERS	24-00070	VARIOUS PARTS BLANKET	1,043.95	0.00	B
THEHOS	THE HOSE SHOP, INC.	24-01132	VARIOUS PARTS BLANKET	260.32	0.00	B
PARSTE	PARK STEEL & IRON COMPANY	24-01213	VARIOUS PARTS BLANKET	700.00	0.00	B

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
4-01-26-305-000-209	SOLID WASTE Fees					
MAZMUL	MAZZA MULCH, INC.	24-02208	#1321338 BRUSH DISPOSAL JULY	1,830.00	0.00	
MASREC	MAZZA RECYCLING SERVICES, LTD.	24-02212	#0001321468 RECYCLING JULY	14,205.65	0.00	
COUCUR	MONMOUTH COUNTY TREASURER	24-02357	use of Reclamation Center July	<u>3,734.52</u>	0.00	
				19,770.17		
	Extd Total: SOLID WASTE COLLECTION			19,770.17		
	Department Total: SOLID WASTE			19,770.17		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
4-01-26-310-000-202	BUILDING & GND Janitorial Supplies					
ATRAJ005	ATRA JANITORIAL SUPPLY CO. INC	24-01289	janitorial sypplies City Hall	3,602.29	0.00	
4-01-26-310-000-204	BUILDING & GND Building Supplies					
SHEWIL	THE SHERWIN WILLIAMS CO., INC.	24-00793	Misc Paint	177.00	0.00	B
GRAING	GRAINGER, INC.	24-02246	Door Lever Lockset	<u>114.26</u>	0.00	
				291.26		
4-01-26-310-000-210	BUILDING & GND Building Repairs					
PILELE	PILOT ELECTRIC COMPANY, INC.	24-01518	TRAIN STATION DEWATERING PUMPS	6,920.00	0.00	
ATLAN020	ATLANTIC WINDOW AND DOOR LLC	24-02249	Trans Center replacement glass	862.80	0.00	
MARKG005	MARK GANNON PLUMBING, HEATING	24-02339	INV #00114267 7/25 & 7/27	<u>1,773.71</u>	0.00	
				9,556.51		
4-01-26-310-000-218	BUILDING & GND Contract.Serv.					
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	24-00787	HVAC MAINTENANCE AGREEMENT	703.75	0.00	B
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	24-02500	INVOICE#75776 4/30/24 SERVICES	<u>530.00</u>	0.00	
				1,233.75		
	Extd Total: BUILDINGS & GROUNDS			14,683.81		
	Department Total: BUILDING & GND			14,683.81		
	CAFR Total:			62,581.51		
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
4-01-27-345-000-208	SOCIAL SERVICES Events					
AMAZ0005	AMAZON.COM SERVICES	24-02373	Tree Lighting candy and eraser	104.70	0.00	
4-01-27-345-000-213	SOCIAL SERVICES Client Assistance					
HOMDRU	HOME DRUG PHARMACY	24-00743	Medications for Clients	10.00	0.00	B
	Extd Total: SOCIAL SERVICES:			114.70		
	Department Total: PUBLIC ASST			114.70		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
4-01-27-350-000-202	SENIOR CENTER Util. and Service Contr.					
ATLFIR	ATLANTIC SECURITY & FIRE, INC.	24-02463	#22853 9/1-11/30/24 MONITORING	98.85	0.00	
4-01-27-350-000-205	SENIOR CENTER Recreation & Social					
SHORIT	SAKER SHOPRITE, INC.	24-01964	15th Anniversary, Sr Ctr Food	187.95	0.00	
AMAZO005	AMAZON.COM SERVICES	24-02391	Table Clothes	102.80	0.00	
				290.75		
4-01-27-350-000-210	SENIOR CENTER Classes					
BODY8005	BODY BY BEY	24-02114	Exercise Classes 3RD QTR	375.00	0.00	B
	Extd Total: SENIOR CENTER			764.60		
	Department Total: SENIOR CENTER			764.60		
	CAFR Total:			879.30		
Department: RECREATION						
Extd: RECREATION SERVICES & PROGRAM						
4-01-28-370-000-290	RECREATION Programs/Activities					
IPLAY	IPLAY AMERICA, LLC	24-01706	summer camp activity	8,199.80	0.00	
MONPARK	MONMOUTH COUNTY PARKS SYSTEM	24-01709	summer camp activites	810.00	0.00	B
ATRAJ005	ATRA JANITORIAL SUPPLY CO. INC	24-01894	spray park items	213.56	0.00	
RIVER015	RIVER STREET SWEETS SAVANNHA'S	24-01946	summer camp activity	2,235.23	0.00	
MEDTIM	MEDIEVAL TIMES U.S.A., INC.	24-02154	summer camp activity	4,614.75	0.00	
PHILL005	PHILLY PRETZEL FACTORY	24-02505	summer camp activity	672.19	0.00	
				16,745.53		
	Extd Total: RECREATION SERVICES & PROGRAM			16,745.53		
	Department Total: RECREATION			16,745.53		
	CAFR Total:			16,745.53		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
4-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
JCPL	JCPL	24-02521	Various Accounts 7/25-8/22	13,875.34	0.00	
	Extd Total: LIGHT,HEAT,POW			13,875.34		
Extd: STREET/TRAFFIC						
4-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL	JCPL	24-02521	Various Accounts 7/25-8/22	996.91	0.00	
	Extd Total: STREET/TRAFFIC			996.91		
	Department Total: LIGHTING			14,872.25		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: GASOLINE						
Extd: GASOLINE						
4-01-31-460-000-299	GASOLINE Misc.					
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	24-02358	#606575 UNLEADED FUEL 8/5/24	8,728.73	0.00	
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	24-02461	#609654 DIESEL FUEL 8/9/24	3,652.46	0.00	
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	24-02497	#620240 UNLEADED FUEL 8/19/24	11,043.27	0.00	
				23,424.46		
	Extd Total: GASOLINE			23,424.46		
	Department Total: GASOLINE			23,424.46		
	CAFR Total:			38,296.71		
Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
4-01-43-490-000-246	MUNIC COURT Postage					
GREFIN	GREATAMERICA FINANCIAL SVCS.	24-02466	mail machine sept 2024	145.00	0.00	
4-01-43-490-000-247	MUNIC COURT Leases					
BISDI005	BIS DIGITAL, INC.	24-02468	support contract for mixer	66.00	0.00	
	Extd Total: MUNICIPAL COURT			211.00		
	Department Total: MUNIC COURT			211.00		
	CAFR Total:			211.00		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
4-01-55-001-000-001	School Taxes Payable					
ASBBOA	ASBURY PARK BOARD OF EDUCATION	24-02510	September 2024 Tax Payment	2,264,107.00	0.00	
	Extd Total: TAXES PAYABLE:			2,264,107.00		
	Department Total: TAXES PAYABLE:			2,264,107.00		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			2,264,107.00		
	Fund Total: CURRENT			3,175,581.94		
Fund: BEACH						
Department: UTILITY OE						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
4-05-55-502-000-208	BEACH UTILITY O/E: Office Expense					
DANHO005	Daniel Hoey	24-02518	Overcharge of Beach Badges	270.00	0.00	
4-05-55-502-000-209	BEACH UTILITY O/E: Custodial Supplies					
ATRAJ005	ATRA JANITORIAL SUPPLY CO. INC	24-01947	Summer janitorial supplies	4,209.97	0.00	
GRAING	GRAINGER, INC.	24-02147	BEACH FRONT MISC.	895.78	0.00	B
GRAING	GRAINGER, INC.	24-02191	COATED GLOVES/BEACH	976.50	0.00	
GRAING	GRAINGER, INC.	24-02237	HAND SOAP/BEACH	1,536.80	0.00	
				7,619.05		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-05-55-502-000-211 JCPL JCPL	BEACH UTILITY O/E: Light & Power	24-02521	Various Accounts 7/25-8/22	306.47	0.00	
4-05-55-502-000-212 THEHAR THE HARDWARE STORE	BEACH UTILITY O/E: Misc. Hardware	24-01826	Blanket for hardware purchases	60.95	0.00	B
GRAING GRAINGER, INC.		24-01848	Misc Beach Hardware	230.52	0.00	B
GRAING GRAINGER, INC.		24-02297	Beach Shower Stock	529.30	0.00	
GRAING GRAINGER, INC.		24-02304	shop Stock	258.15	0.00	
				1,078.92		
4-05-55-502-000-215 DREYE005 DREYER'S LUMBER & HARDWARE INC	BEACH UTILITY O/E: Lumber/Bldg. Supplies	24-00832	Misc Beach Lumber	92.30	0.00	B
4-05-55-502-000-219 MOTOR010 MOTORCYCLE MALL OF MONMOUTH	BEACH UTILITY O/E: Vehicle	24-01381	VARIOUS PARTS FOR BEACH ATV'S	53.99	0.00	B
4-05-55-502-000-225 TMASSO T & M ASSOCIATES	UTILITY OE Engineering Fees	24-00509	NJDEP BEACH & DUNES MAINTENANC	107.30	0.00	B
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			9,528.03		
	Department Total: UTILITY OE			9,528.03		
	CAFR Total:			9,528.03		
	Fund Total: BEACH			9,528.03		
Fund: TRANSPORTATION UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: TRANS.UTILITY O/E: OTHER EXPENSES:						
4-06-55-502-000-202 GRAING GRAINGER, INC.	TRANS.UTILITY O/E: Office Supplies	24-02438	Marking Paint Blue and Yellow	260.88	0.00	
4-06-55-502-000-208 PASPOR PASSPORT LABS, INC.	TRANS.UTILITY O/E: Parking Permits	24-02422	INV1047082 Permit Fees 7/24	2,098.30	0.00	
4-06-55-502-000-210 CRAPRI CRAFTMASTER PRINTING, INC.	TRANS.UTILITY O/E: Signs	24-02243	No Parking Signage	1,085.00	0.00	
4-06-55-502-000-213 PAYBY005 PAYBYPHONE US, INC.	TRANS.UTILITY O/E: Mobile App Fees	24-02244	INVUS994 July Trans Fees	1,224.85	0.00	
4-06-55-502-000-218 TMASSO T & M ASSOCIATES	TRANS.UTILITY O/E: Professional Services	24-01522	FIRST AVE ROADWAY IMPROVEMENTS	20,672.00	0.00	B
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			25,341.03		
	Department Total: UTILITY OE			25,341.03		
4-06-55-507-000-101 TMASSO T & M ASSOCIATES	CAPITAL OUTLAY: BANGS & PROSPECT	22-02806	SAFE ROUTES TO TRANSIT	12,918.25	0.00	B
	Extd Total:			12,918.25		
	Department Total:			12,918.25		
	CAFR Total:			38,259.28		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			38,259.28		

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Budget Account Vendor	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:						
4-07-55-502-000-202	SEWER UTILITY O/E: Hardware/Tools					
JANIT005	JANITOR SUPPLY CORP.	24-02342	Biogloves,Cleaning Supplies	1,891.75	0.00	
4-07-55-502-000-205	SEWER UTILITY O/E: Repairs					
GRAING	GRAINGER, INC.	24-02341	Pump Couplers	886.46	0.00	
4-07-55-502-000-206	SEWER UTILITY O/E: Purchase of Equipment					
GRAING	GRAINGER, INC.	24-01491	Parts for Influent Pumps Rehab	7,686.45	0.00	
4-07-55-502-000-208	SEWER UTILITY O/E: Permits/Licenses					
TREREV	TREASURER STATE OF NEW JERSEY	24-02359	PI #652855 S2 LICENSE RENEWAL	50.00	0.00	
TREREV	TREASURER STATE OF NEW JERSEY	24-02394	PID #717399 & 640447 RENEWAL	100.00	0.00	
TREREV	TREASURER STATE OF NEW JERSEY	24-02430	PID #461305 & 0025745 R.CORONA	100.00	0.00	
				250.00		
4-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	24-00787	HVAC MAINTENANCE AGREEMENT	3,139.00	0.00	B
CERID005	CERIDA INVESTMENT CORP.	24-02393	#127-38735 AUGUST 2024	189.43	0.00	
CERID005	CERIDA INVESTMENT CORP.	24-02496	monthly statement 6/18-7/15/24	210.42	0.00	
				3,538.85		
4-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
PASVAL	PASSAIC VALLEY SEWERAGE COM.	24-02302	INVOICE #523719 JULY 2024	11,245.50	0.00	
4-07-55-502-000-231	SEWER UTILITY O/E: Lab Supplies					
USABLU	USA BLUEBOOK	24-01733	Lab Thermometer DEP Required	797.53	0.00	
4-07-55-502-000-233	SEWER UTILITY O/E: Postage					
POST	POSTMASTER	24-02470	1ST CLASS PRESORT PERMIT # 407	350.00	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			26,646.54		
	Department Total: UTILITY OE			26,646.54		
	CAFR Total:			26,646.54		
	Fund Total: SEWER UTILITY: BUDGET:			26,646.54		
	Year Total:			3,250,015.79		
Fund: GENERAL CAPITAL FUND BUDGET: Extd: Odr. 2018-57 Acq.Prop./Const. of FH						
C-04-55-998-176-001	Section 20 Costs					
TMASSO	T & M ASSOCIATES	23-01422	FIRE HEADQUARTERS CONSTRUCTION	18,159.10	0.00	B
KEYTEC	KEY-TECH	23-03066	TESTING & INSPECTION CONTRACT	5,330.00	0.00	B
TMASSO	T & M ASSOCIATES	24-00322	LSRP SERVICES FD HEADQUARTERS	3,350.19	0.00	B
				26,839.29		
	Extd Total: Odr. 2018-57 Acq.Prop./Const. of FH			26,839.29		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	Ord. 2024-26 Various Veh. & Cap. Equip.					
C-04-55-998-186-001	Section 20 Costs					
DILW0005 DILWORTH PAXSON, LLP	24-02443 Invoice for Bond Ord. 2024-26			550.00	0.00	
	Extd Total: Ord. 2024-26 Various Veh. & Cap. Equip.			550.00		
	Department Total:			27,389.29		
	CAFR Total:			27,389.29		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			27,389.29		
Fund:	PARKING CAPITAL					
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			15,477.00	0.00	B
	Extd Total: Ord. 2022-8 Various Rd. Improvements			15,477.00		
	Department Total: Ord. 2022-8 Various Rd. Improvements			15,477.00		
	CAFR Total:			15,477.00		
	Fund Total: PARKING CAPITAL			15,477.00		
	Year Total:			42,866.29		
Fund:	GRANT FUND BUDGET:					
G-02-43-956-022-214	NJ DOT Asbury Ave. Bikeway Project					
TMASSO T & M ASSOCIATES	23-03019 ASBURY AVE BIKEWAY IMPROVEMENT			1,531.25	0.00	B
G-02-43-956-022-217	Opiod Settlement Funds					
THERA005 THERAMANAGER, LLC	23-01950 CASE MANAGEMENT SOFTWARE			542.50	0.00	B
SHORIT SAKER SHOPRITE, INC.	24-02355 Water and snacks NTE \$200			193.78	0.00	
AMAZO005 AMAZON.COM SERVICES	24-02366 Recovery Coach Text Book			56.99	0.00	
AMAZO005 AMAZON.COM SERVICES	24-02392 Text Books for Peer Class			109.17	0.00	
				902.44		
	Extd Total:			2,433.69		
	Department Total:			2,433.69		
G-02-43-957-022-220	ARP Firefighter Grant					
AIRGAS AIR GAS TECHNOLOGIES, INC.	23-01775 FD OXYGEN GENERATING SYSTEM			52,000.00	0.00	
	Extd Total:			52,000.00		
	Department Total:			52,000.00		
G-02-43-973-023-200	Stormwater Assistance Grant					
TMASSO T & M ASSOCIATES	24-01731 NJDEP STORMWATER SYSTEM			17,351.75	0.00	B
	Extd Total:			17,351.75		
	Department Total:			17,351.75		
G-02-43-974-023-200	UEZ Micro-Business Lease Assistance					
ENDLE005 ENDLESS WAVES LLC	24-01629 BLANKET - LEASE SUBSIDY PROG			432.68	0.00	B
VALEXP VALUE EXPRESS INC.	24-01638 LEASE SUBSIDY BLANKET - \$3000			500.00	0.00	B

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
G-02-43-974-023-200	UEZ Micro-Business Lease Assistance		Continued			
WHATS005	WHAT'S YOUR EXIT LLC dba	24-01761	LEASE SUBSIDY BLANKET	394.60	0.00	B
BEACH005	BEACHBOX BRANDS, LLC	24-01809	LEASE SUBSIDY GRANT BLANKET	1,024.56	0.00	B
THEBA005	THE BAKED BEAR	24-01822	LEASE GRANT 6 PMNTS @ \$458.03	458.03	0.00	B
NEWHO005	NEW HOUR	24-01995	BLANKET - 6 PMNTS @\$200 PER	200.00	0.00	B
ASBUR030	ASBURY PARK BREWERY, LLC	24-01996	BLANKET 6 PMNTS @\$500 EA.	500.00	0.00	B
LOCAL005	LOCALS ART SPACE A NJ	24-02010	BLANKET - 6 PMNTS @\$180 EA	180.00	0.00	B
				<u>3,689.87</u>		
	Extd Total:			3,689.87		
	Department Total:			3,689.87		
G-02-43-981-024-200	Senior Center Grant 2024					
SPRCON	SPRINGWOOD CENTER CONDOMINIUM	24-02322	3rd. Q Condo Fees	7,497.75	0.00	
	Extd Total:			7,497.75		
	Department Total:			7,497.75		
	CAFR Total:			82,973.06		
	Fund Total: GRANT FUND BUDGET:			82,973.06		
	Year Total:			82,973.06		
Fund:	ANIMAL CONTROL FUND BUDGET:					
T-12-56-850-000-801	Reserve for Animal Control					
SPCA	MONMOUTH COUNTY SPCA	24-02239	#2025369 JUNE & TNR SERVICES	187.50	0.00	
	Extd Total:			187.50		
	Department Total:			187.50		
	CAFR Total:			187.50		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			187.50		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Extd:	2023 CDBG 23-MC-34-0100					
T-17-82-850-850-001	2023 Administration					
BORHOT	BORGATA HOTEL CASINO & SPA	24-01808	Hotel Reservations for NJLM	354.00	0.00	
AMAZ0005	AMAZON.COM SERVICES	24-02338	Office and Event Supplies	61.28	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	24-02447	Meal Kit Fliers	212.80	0.00	
				<u>628.08</u>		
T-17-82-850-850-003	2023 Community Events					
SHORIT	SAKER SHOPRITE, INC.	24-02102	Snacks for Movie Nights	267.27	0.00	
AMAZ0005	AMAZON.COM SERVICES	24-02338	Office and Event Supplies	205.29	0.00	
SHORIT	SAKER SHOPRITE, INC.	24-02356	Snacks/Beverages-Splash Event	146.26	0.00	
KONAI005	KONA ICE OF ASBURY PARK	24-02379	Ice cups for Big Splash Event	300.00	0.00	
				<u>918.82</u>		
	Extd Total: 2023 CDBG 23-MC-34-0100			1,546.90		
	Department Total:			1,546.90		
	CAFR Total:			1,546.90		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			1,546.90		

Attachment: Bill List 9-11-24 (2024-407 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	TRUST OTHER					
T-20-56-850-878-801	Reserve for Recreation					
KIEAWA	KIEFERS AWARDS COMPANY	24-01150	Award for Rock & Roll Honoree	166.81	0.00	
AMERIO10	AMERICAN DREAM	24-01712	summer camp activity	7,197.00	0.00	
DAVBUS	Dave & Busters of New Jersey	24-01718	summer camp activity	6,440.49	0.00	B
HOTSAN	HOT SAND AP, LLC	24-01719	summer camp activity	5,000.00	0.00	
AMFB0005	AMF BOWLING CENTERS, INC	24-01723	summer camp activity	5,130.83	0.00	
BIGKA005	BIG KAHUNA'S	24-01724	summer camp activity	4,142.51	0.00	
ARMVI005	ARM VIBES, LLC	24-01778	summer camp activity	4,500.00	0.00	
MONMIN	MONSTER MINI GOLF	24-01807	summer camp activity	2,340.00	0.00	
BORHOT	BORGATA HOTEL CASINO & SPA	24-01808	Hotel Reservations for NJLM	354.00	0.00	
				35,271.64		
	Extd Total:			35,271.64		
T-20-56-850-933-301	Reserve for National Night Out					
SHORIT	SAKER SHOPRITE, INC.	24-02074	Supplies-National Night Out	877.21	0.00	
	Extd Total:			877.21		
	Department Total:			36,148.85		
Department:	UEZ Funds					
Extd:	UEZ Funds					
T-20-56-861-000-003	UEZ Administration Director Progam 2024					
CRAPRI	CRAFTMASTER PRINTING, INC.	24-02419	BUSINESS CARD PRINTING	45.00	0.00	
	Extd Total: UEZ Funds			45.00		
	Department Total: UEZ Funds			45.00		
	CAFR Total:			36,193.85		
	Fund Total: TRUST OTHER			36,193.85		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
Department:	PUBLIC DEFEND.					
T-21-00-495-000-299	900-901 MATTISON AVE(ASBURY MEM.PARKWAY)					
JACSER	JACK A. SERPICO	24-02396	PB & ZP LEGAL SVS May-July	255.00	0.00	
	Extd Total:			255.00		
	Department Total: PUBLIC DEFEND.			255.00		
T-21-00-496-000-299	316 MAIN STREET(316 MAIN AVENUE, LLC)					
INSENG	INSITE ENGINEERING, LLC	24-02011	PB & ZB SVS	1,587.50	0.00	
	Extd Total:			1,587.50		
	Department Total:			1,587.50		
T-21-00-551-000-299	700 MONROE AVE(MONROE AVENUE REALTY,LLC)					
INSENG	INSITE ENGINEERING, LLC	24-02011	PB & ZB SVS	262.50	0.00	

Attachment: Bill List 9-11-24 (2024-407 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-551-000-299 JACSER JACK A. SERPICO	700 MONROE AVE(MONROE AVENUE REALTY,LLC) Continued	24-02396	PB & ZP LEGAL SVS May-July	<u>212.50</u> 475.00	0.00	
	Extd Total:			475.00		
	Department Total:			475.00		
T-21-00-556-000-299 CLACAN CLARKE CATON HINTZ PC	300 6TH AVENUE(JAMES DUNN)	24-02397	PB & ZB SVS CCH August 2024	75.00	0.00	
	Extd Total:			75.00		
	Department Total:			75.00		
T-21-00-558-000-299 CLACAN CLARKE CATON HINTZ PC	138 ELIZABETH AVENUE(CEVIN ALBERT)	24-02397	PB & ZB SVS CCH August 2024	225.00	0.00	
	Extd Total:			225.00		
	Department Total:			225.00		
T-21-00-560-000-299 LEONS010 LEON S. AVAKIAN, INC. JACSER JACK A. SERPICO	614 COOKMAN AVENUE(614 COOKMAN, LLC)	24-02299	PB SVS Avakian various	325.00	0.00	
		24-02396	PB & ZP LEGAL SVS May-July	<u>42.50</u> 367.50	0.00	
	Extd Total:			367.50		
	Department Total:			367.50		
T-21-00-573-000-299 INSENG INSITE ENGINEERING, LLC JACSER JACK A. SERPICO	205 KINGSLEY/205 SUNSET(PHM SUNSET SQ.)	24-02011	PB & ZB SVS	285.00	0.00	
		24-02396	PB & ZP LEGAL SVS May-July	<u>85.00</u> 370.00	0.00	
	Extd Total:			370.00		
	Department Total:			370.00		
T-21-00-582-000-299 CLACAN CLARKE CATON HINTZ PC	929 ASBURY AV(INSPI)(PARTNER PROPERTIES)	24-02397	PB & ZB SVS CCH August 2024	225.00	0.00	
	Extd Total:			225.00		
	Department Total:			225.00		
T-21-00-589-000-299 INSENG INSITE ENGINEERING, LLC CLACAN CLARKE CATON HINTZ PC	211 DEWITT(MONMOUTH INVESTMENT PARTNERS)	24-02011	PB & ZB SVS	423.24	0.00	
		24-02397	PB & ZB SVS CCH August 2024	<u>75.00</u> 498.24	0.00	
	Extd Total:			498.24		
	Department Total:			498.24		

Attachment: Bill List 9-11-24 (2024-407 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-593-000-299	BLOCK 4306(ASBURY PARTNERS, LLC)					
CLACAN CLARKE CATON HINTZ PC	24-02397 PB & ZB SVS CCH August 2024			1,350.00	0.00	
	Extd Total:			1,350.00		
	Department Total:			1,350.00		
T-21-00-598-000-299	138,140 & 144 BORDEN(SAVVY INVESTOR,LLC)					
CLACAN CLARKE CATON HINTZ PC	24-02397 PB & ZB SVS CCH August 2024			112.50	0.00	
	Extd Total:			112.50		
	Department Total:			112.50		
T-21-00-605-000-299	1102 SECOND AVENUE(DANI WOJDYLA)					
JACSER JACK A. SERPICO	24-02396 PB & ZP LEGAL SVS May-July			170.00	0.00	
CLACAN CLARKE CATON HINTZ PC	24-02397 PB & ZB SVS CCH August 2024			<u>300.00</u>	0.00	
				470.00		
	Extd Total:			470.00		
	Department Total:			470.00		
T-21-00-608-000-299	9 SUNSET DRIVE(MARIA D. TORRES)					
JACSER JACK A. SERPICO	24-02396 PB & ZP LEGAL SVS May-July			170.00	0.00	
	Extd Total:			170.00		
	Department Total:			170.00		
T-21-00-610-000-299	212-214 2ND/KINGSLEY CON(B3901 QOZF,LLC)					
CLACAN CLARKE CATON HINTZ PC	24-02397 PB & ZB SVS CCH August 2024			528.53	0.00	
	Extd Total:			528.53		
	Department Total:			528.53		
T-21-00-612-000-299	1206-1210 SPRINGWOOD(INTERFAITH NEIGH.)					
CLACAN CLARKE CATON HINTZ PC	24-02165 PB INVOICES CCH 2024			2,527.50	0.00	
LEONS010 LEON S. AVAKIAN, INC.	24-02299 PB SVS Avakian various			510.00	0.00	
JACSER JACK A. SERPICO	24-02396 PB & ZP LEGAL SVS May-July			425.00	0.00	
CLACAN CLARKE CATON HINTZ PC	24-02397 PB & ZB SVS CCH August 2024			<u>375.00</u>	0.00	
				3,837.50		
	Extd Total:			3,837.50		
	Department Total:			3,837.50		
T-21-00-613-000-299	201-203 EIGHTH AVENUE(K.HOVNANIAN)					
CLACAN CLARKE CATON HINTZ PC	24-02165 PB INVOICES CCH 2024			2,677.82	0.00	
CLACAN CLARKE CATON HINTZ PC	24-02397 PB & ZB SVS CCH August 2024			<u>262.50</u>	0.00	
				2,940.32		
	Extd Total:			2,940.32		
	Department Total:			2,940.32		

Attachment: Bill List 9-11-24 (2024-407 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-617-000-299 CLACAN CLARKE CATON HINTZ PC	1118 SUMMERFIELD AVE(MSA ARCHITECTS PRO)	24-02397	PB & ZB SVS CCH August 2024	525.00	0.00	
	Extd Total:			525.00		
	Department Total:			525.00		
T-21-00-620-000-299 CLACAN CLARKE CATON HINTZ PC	711 BANGS AVENUE(725 MATTISON, LLC)	24-02397	PB & ZB SVS CCH August 2024	2,055.00	0.00	
	Extd Total:			2,055.00		
	Department Total:			2,055.00		
T-21-00-625-000-299 LEONS010 LEON S. AVAKIAN, INC.	1206 COMSTOCK ST(1206 COMSTOCK AP,LLC)	24-02299	PB SVS Avakian various	320.00	0.00	
	Extd Total:			320.00		
	Department Total:			320.00		
T-21-00-626-000-299 LEONS010 LEON S. AVAKIAN, INC. CLACAN CLARKE CATON HINTZ PC	108 THIRD AVENUE(ASBURY PARTNERS, LLC)	24-02299 24-02389	PB SVS Avakian various PB CHH July 2024	640.00 3,521.25 4,161.25	0.00 0.00	
	Extd Total:			4,161.25		
	Department Total:			4,161.25		
T-21-00-627-000-299 LEONS010 LEON S. AVAKIAN, INC. CLACAN CLARKE CATON HINTZ PC	110 FIRST AVENUE(ASBURY PARTNERS, LLC)	24-02299 24-02397	PB SVS Avakian various PB & ZB SVS CCH August 2024	1,440.00 3,146.25 4,586.25	0.00 0.00	
	Extd Total:			4,586.25		
	Department Total:			4,586.25		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			25,134.59		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			25,134.59		
Fund: CAFR:	MADISON-ASBURY RETAIL, LLC FUND BUDGET: MADISON-ASBURY RETAIL, LLC FUND BUDGET:					
T-39-00-850-000-299 HILLW005 HILL WALLACK LLP	MADISON-ASBURY RETAIL - Miscellaneous	24-02347	Invoice 767943 Waterfront	175.50	0.00	
	Extd Total:			175.50		
	Department Total:			175.50		
	CAFR Total: MADISON-ASBURY RETAIL, LLC FUND BUDGET:			175.50		
	Fund Total: MADISON-ASBURY RETAIL, LLC FUND BUDGET:			175.50		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-806 KYLEM005 KYLE MCMANUS ASSOCIATES LLC	711&607 Mattison/545 Lake/550 Cookm(APB)	24-02240	July 2024 Fees	220.50	0.00	

Attachment: Bill List 9-11-24 (2024-407 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-48-56-850-000-833	1201 MEMORIAL(DOUGLAS DEVELOPMENT CORP)					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	24-02240 July 2024 Fees			147.00	0.00	
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	24-02346 Invoice 5847 1201 Memorial			3,292.80	0.00	
				3,439.80		
T-48-56-850-000-840	614 COOKMAN AVE(ASBURY PARK BREWERY,LLC)					
DILW0005 DILWORTH PAXSON, LLP	24-02508 Invoice 610798 614 Cookman			210.00	0.00	
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	24-02509 Invoice 5975 614 Cookman			249.90	0.00	
				459.90		
T-48-56-850-000-843	COVE AT ASBURY, THE(K.HOVNANIAN)					
MARFAL MARAZITI FALCON, LLP	24-02367 PROFESSIONAL SERVICES RENDERED			617.50	0.00	
T-48-56-850-000-850	115 4TH AVENUE(SOMERSET ASBURY PARK,LLC)					
ARCHGR ARCHER & GREINER, P.C.	24-02310 Invoice 4330499 Somerset			585.00	0.00	
MARFAL MARAZITI FALCON, LLP	24-02367 PROFESSIONAL SERVICES RENDERED			487.50	0.00	
				1,072.50		
T-48-56-850-000-856	1012 ASBURY AVE(SHARED EQUITIES CO.,LLC)					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	24-02240 July 2024 Fees			977.55	0.00	
T-48-56-850-000-857	201 6TH/KINGLSEY(AP LUXURY APTS.&RESORT)					
MARFAL MARAZITI FALCON, LLP	24-02367 PROFESSIONAL SERVICES RENDERED			357.50	0.00	
T-48-56-850-000-862	1001 1ST AVENUE(ASBURY PARK FIRST)					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	24-02240 July 2024 Fees			1,308.30	0.00	
T-48-56-850-000-864	701 EMORY STREET(JET RED AP, LLC)					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	24-02240 July 2024 Fees			191.10	0.00	
T-48-56-850-000-870	BLOCK 4306(ASBURY PARTNERS, LLC)					
MARFAL MARAZITI FALCON, LLP	24-02367 PROFESSIONAL SERVICES RENDERED			8,190.00	0.00	
T-48-56-850-000-871	1106 MAIN STREET(MERCY CENTER CORP.)					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	24-02240 July 2024 Fees			44.10	0.00	
T-48-56-850-000-879	201-203 EIGHTH AVENUE(K.HOVNANIAN)					
MARFAL MARAZITI FALCON, LLP	24-02367 PROFESSIONAL SERVICES RENDERED			1,105.00	0.00	
T-48-56-850-000-883	BLK 4004 108 3RD AVENUE(ASBURY PARTNERS)					
MARFAL MARAZITI FALCON, LLP	24-02367 PROFESSIONAL SERVICES RENDERED			552.50	0.00	
	Extd Total:			18,536.25		
	Department Total:			18,536.25		
	CAFR Total:			18,536.25		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			18,536.25		
	Year Total:			81,774.59		
Total Charged Lines: 508 Total List Amount: 3,506,806.01 Total Void Amount:				0.00		

Attachment: Bill List 9-11-24 (2024-407 : Payment of Bills)

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	3-01	49,176.28	0.00	0.00	49,176.28
CURRENT	4-01	3,175,581.94	0.00	0.00	3,175,581.94
BEACH	4-05	9,528.03	0.00	0.00	9,528.03
TRANSPORTATION UTILITY: BUDGET:	4-06	38,259.28	0.00	0.00	38,259.28
SEWER UTILITY: BUDGET:	4-07	26,646.54	0.00	0.00	26,646.54
Year Total:		3,250,015.79	0.00	0.00	3,250,015.79
GENERAL CAPITAL FUND BUDGET:	C-04	27,389.29	0.00	0.00	27,389.29
PARKING CAPITAL	C-09	15,477.00	0.00	0.00	15,477.00
Year Total:		42,866.29	0.00	0.00	42,866.29
GRANT FUND BUDGET:	G-02	82,973.06	0.00	0.00	82,973.06
ANIMAL CONTROL FUND BUDGET:	T-12	187.50	0.00	0.00	187.50
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	1,546.90	0.00	0.00	1,546.90
TRUST OTHER	T-20	36,193.85	0.00	0.00	36,193.85
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	25,134.59	0.00	0.00	25,134.59
MADISON-ASBURY RETAIL, LLC FUND BUDGE	T-39	175.50	0.00	0.00	175.50
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	18,536.25	0.00	0.00	18,536.25
Year Total:		81,774.59	0.00	0.00	81,774.59
Total of All Funds:		3,506,806.01	0.00	0.00	3,506,806.01

September 11 , 2024 Meeting

Balance Brought Forward from Total List Amount	\$ 3,506,806.01
PMA Management (24-02370)	\$ 198,913.65
Postmaster (24-02403())	\$ 1,700.00
Lakehouse Music (24-01481)	\$ 4,200.00
CMRS-FP (24-02464)	\$ 2,500.00
AT&T (24-02439)	\$ 1,093.18
AT&T (24-02440)	\$ 1,808.85
AT&T (24-02441)	\$ 394.48
Ben Shaffer Recreation (24-01207)	\$ 106,912.50
Delisa Demolition (24-02345)	\$ 3,053.80
Delisa Demolition (24-02414)	\$ 34,303.84
Delissa Demolition (24-02453)	\$ 47,083.30
Delisa Demolitiion (24-02498)	\$ 2,593.45
JCPL (24-02445)	\$ 20,586.94
JCPL (24-02472)	\$ 1,188.48
JCPL (24-02478)	\$ 1,215.51
JCPL (24-02481)	\$ 1,740.91
Lucas Brothers (22-03390-15)	\$ 78,337.12
NJ American Water (24-02303)	\$ 401.60
NJ American Water (24-02309)	\$ 13,691.40
NJ American Water (24-02369)	\$ 12,515.22
NJ American Water (24-02444)	\$ 2,418.09
NJ Natural Gas (24-02431)	\$ 3,184.96
NJ Natural Gas (24-02473)	\$ 34.37
Optimum ((24-02361)	\$ 44.79
Optimum (24-02432)	\$ 8.34
Optimum (24-02471)	\$ 187.40
Trane U.S. Inc.	\$ 163,700.23
Verizon Wireless (24-02353)	\$ 1,489.35
Verizon Business (24-02326)	\$ 124.99
Wallace Brothers, Inc. (23-02172-15)	\$ 695,105.18
Deal Lake Commission (24-00257)	\$ 11,000.00

Total:	<u>\$ 4,918,337.94</u>
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Attachment: Bill List 9-11-24 (2024-407 : Payment of Bills)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 11, 2024
RESOLUTION SUMMARY

2024-408

Resolution authorizing the purchase and installation of an HVAC system for the PD Evidence Room utilizing Capital Funds in the amount of \$21,387. Three quotes were solicited and Oceanside Service, Inc. was the lowest quote received and the City Electrician will run the necessary wires and hookups needed..



RESOLUTION NO. 2024-408

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

RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF AN HVAC SYSTEM FOR THE POLICE DEPARTMENT EVIDENCE ROOMS

WHEREAS, the City has a need to purchase and install an HVAC system for the Police Department Evidence Room; and

WHEREAS, the City has solicited and obtained three quotes from Oceanside Service, Inc, H.C.S. Heating & Cooling, Inc. and Air Experts; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for this purchase and installation to Oceanside Service, Inc. in an amount of \$21,387.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts C-04-55-998-186-004. 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 an HVAC system in the amount of \$21,387.00 and a copy of this Resolution shall be provided to the Chief of Police, Deputy Director Department of Public Works, City Manager, CFO 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. 2024-408 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2024

CERTIFIED BY ME THIS 12th DAY OF September, 2024.

LISA ESPOSITO
CITY CLERK

 Proposal OCEANSIDE SERVICE, INC. 531 Main Street Allenhurst, NJ 07711 (732) 531-1523 FAX (732) 531-0123 "Shore Area's Finest"		
PROPOSAL SUBMITTED TO Asbury Park Police Dept attn: Nicholas	PHONE (908) 910-2629	DATE 8/7/2024
STREET 1 Municipal Plaza	JOB NAME A/C System for Evidence Room	
CITY, STATE, AND ZIP CODE Asbury Park, NJ 077121	JOB LOCATION	
ARCHITECT nicholas.	DATE OF PLANS	JOB PHONE
We Propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of: Nineteen Thousand; One Hundred Thirty Four Dollars dollars (\$19,134) Payment to be made as follows: 50% deposit, balance due upon completion		
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Authorized Signature: _____ Note: This proposal may be withdrawn by us if not accepted within 60 days.		
We hereby submit specifications and estimates for: The installation of a Daikin 3 ton ducted Fit inverter driven 17 SEER cold climate heat pump heating and cooling system. Mated with this will be a back up electric heat kit. The job price includes all necessary sheet metal ducting, refrigeration piping, condensate drain, raised slab/donage, low voltage wiring (high voltage by the customer's electrician), media air cleaner, Daikin One wifi thermostat, and all necessary testing and adjusting of the system. Option #1: in lieu of above, we will install a Daikin 4 head ductless mini split system. The job price includes all stated items above and customer is responsible for high voltage wiring. \$21,387 Warranty: 1 year on labor, 10 years on Daikin parts Note: IF the work requires a permit, we will submit this on your behalf. We will pay the municipality and will create an invoice for you to reimburse us. We do not add additional charges for completing and submitting them. Note: IF there is any outside work, either direct replacements or new installations, a survey of your property is necessary for permit submittals. PLEASE BE PREPARED TO SUBMIT SURVEY WITH DEPOSIT FOR WORK TO EXPEDITE THE PERMIT PROCESS. Note: IF the work qualifies for a rebate, a rebate check will be sent to you by the utility when the job is complete and paid in full, approximately 6-12 weeks from the date of the final payment. Note: Manufacturer warranty may not be transferable, contact office or manufacturer for details Note: In accordance with the Truth in Lending Act (TILA), the consumer has the right to cancel the contract for any reason before midnight of the third business day. Department of Community Affairs (DCA): 609-292-6420 Contractor: Scott Nelson LICENSE #: 19HC00265800		
Pay with Credit Card: Card Number: _____ Card Type: AMEX VISA MC DISCOVER Exp Date: _____ CID Number: _____ Card Billing Zip Code: _____		
Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Date of Acceptance: _____ Signature: _____		

Tracy Lizardi

From: Scott Nelson <oceandoc@air-doctors.com>
Sent: Wednesday, August 14, 2024 9:40 AM
To: Tracy Lizardi
Cc: hayley@air-doctors.com
Subject: [EXTERNAL] Re: [EXTERNAL] Oceanside Proposal

it does include that. Please let me know if you have additional questions.

Best Regards,
 Scott Nelson
 President
 Oceanside Service, Inc.
 531 Main St, Allenhurst NJ 07711
 Air Doctors, Inc.
 533 Main Street, Allenhurst, NJ 07711
 732-531-1523

Oceanside Service, Inc.
 The Shore Area's Finest



On Aug 14, 2024, at 9:32 AM, Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com> wrote:

Good morning,
 Can you please confirm this quote includes the new prevailing wage rates?
 Thank you,
 Tracy

Tracy A. Lizardi
 Director of Purchasing
 Assistant CFO
 City of Asbury Park
 One Municipal Plaza
 Asbury Park, NJ 07712
 P:732-502-5710
 tracy.lizardi@cityofasburypark.com

Visit, Follow, Sign-up & Watch

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www.NextDoor.com

www.Nixle.com

APTV Verizon Fios Ch. 30 & Optimum Ch. 77

From: hayley@air-doctors.com <hayley@air-doctors.com>

Sent: Wednesday, August 7, 2024 9:39 AM

To: Nicholas Townsend <Nicholas.Townsend@cityofasburypark.com>

Cc: Scott Nelson <oceandoc@air-doctors.com>

Subject: [EXTERNAL] Oceanside Proposal

Hayley
Oceanside Service
Air Doctors
732-531-1523

<Untitled.pdf>

H. C. S. Heating & Cooling Inc.
 1889 Route 9, Suite 98-99
 Toms River, N.J. 08755
 Phone: (732) 557-9220
 Fax: (732) 557-9221
 NJ License #19HC00291400

To: Asbury Park Police
 1 Municipal Plaza
 Asbury Park, NJ 07712
 Attn: Patrolman Nicholas Townsend

Phone: 732-502-5786

Date: 08/06/2024

JOB NAME/LOCATION: Evidence Rooms (Revised)

WE HEREBY SUBMIT SPECIFICATIONS & ESTIMATES FOR: HEATING AND COOLING SYSTEM

INSTALL FUJITSU 12,000 BTU WALL MOUNTED AIR HANDLER
 INSTALL TWO FUJITSU 9,000 BTU WALL MOUNTED AIR HANDLERS
 INSTALL FUJITSU 7,000 BTU WALL MOUNTED AIR HANLDER
 INSTALL FUJITSU 45,000 BTU HEAT PUMP CONDENSER
 INSTALL NEW REFRIGERANT PIPING
 INSTALL CONTROL WIRING
 INSTALL NEW THERMOSTATS
 INSTALL DRAIN LINE
 INSTALL ALL SLIM DUCT LINE COVERS
 INSTALL WALL BRACKET FOR HEAT PUMP
 CORE HOLE IN BLOCK WALL
 INSTALL CONDENSATE PUMPS
 ALL HIGH VOLTAGE WIRING FOR JOB
 ALL LABOR NEEDED FOR JOB (PREVAILING RATE WAGES)

WE PROPOSE TO FURNISH MATERIAL & LABOR COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS FOR THE SUM OF

FORTY-TWO THOUSAND EIGHT HUNDRED FIFTY DOLLARS \$42,850.00
THERE WILL BE A 3% SERVICE CHARGE IF PAYING BY CREDIT CARD

PAYMENT TO BE MADE AS FOLLOWS:

60% DEPOSIT
 40% COMPLETION OF JOB

PROPOSAL FOR SERVICES

NOTE: This proposal may be withdrawn if not accepted within 30 days. If this proposal is signed and dated by the property owner named herein within 30 days hereof, and it is returned to H.C.S. at the address above, this proposal will become a binding contract between you and H.C.S., subject only to your three-day right of cancellation detailed as described herein.

NOTE: Estimated start and completion dates are subject to property being confirmed ready for start of work, and property access being readily available for work to be performed, as well as any events / issues outside the control of H.C.S., such as weather, labor or material shortages, etc.

GUARANTEES: ALL MATERIAL IS GUARANTEED TO BE AS SPECIED. ALL WORK IS TO BE COMPLETED IN A PROFESSIONAL MANNER ACCORDING TO STANDARD PRACTICES. CHANGE ORDERS: ANY ALTERATIONS OR DEVIATIONS FROM THE ABOVE SPECIFICATIONS WILL BE EXECUTED ONLY UPON WRITTEN SIGNED CHANGE ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE PROVIDED HEREIN. ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER IS TO CARRY FIRE, TORNADO, AND OTHER NECESSARY HOMEOWNERS INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKERS COMPENSATION INSURANCE. THE TOLL-FREE NUMBER FOR THE NEW JERSEY DIVISION OF CONSUMER AFFAIRS IS (800) 242-5846. A COPY OF H.C.S.'S CERTIFICATE OF GENERAL LIABILITY INSURANCE IS ATTACHED HERETO, WHICH INCLUDES THE NAME AND TELEPHONE NUMBER OF H.C.S.'S INSURER. TO ACCEPT THIS PROPOSAL FOR SERVICES YOU MUST SIGN BELOW AND RETURN THE SIGNED AND DATED DOCUMENT TO H.C.S. ONCE YOU HAVE ACCEPTED THE TERMS HEREIN, THIS PROPOSAL FOR SERVICES WILL BECOME A CONTRACT, SUBJECT TO YOUR THREE-DAY RIGHT OF CANCELLATION DESCRIBED ON THE FOLLOWING PAGE. DAMAGES FOR BREACH OF CONTRACT: IF YOU FAIL TO FULFILL YOUR OBLIGATIONS UNDER THIS CONTRACT, H.C.S. RESERVES THE RIGHT TO PURSUE LEGAL ACTION AGAINST YOU, AND YOU AGREE THAT YOU WILL BE RESPONSIBLE FOR ANY LEGAL FEES AND EXPENSES INCURRED BY H.C.S. IN ENFORCING THIS CONTRACT. NOTICE TO CONSUMER: YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER SIGNING IT. IF YOU WISH TO CANCEL THIS CONTRACT WITHIN THE TIME PROVIDED YOU MUST EITHER SEND A SIGNED, DATED WRITTEN NOTICE OF CANCELLATION TO H.C.S. BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, OR PERSONALLY DELIVER A SIGNED AND DATED WRITTEN COPY OF YOUR NOTICE OF CANCELLATION TO:

TRINIDAD MIRANDA
 H.C.S. HEATING & COOLING INC

Attachment: HVAC PD EVIDENCE ROOM (2024-408 : Authorizing the Purchase and Installation of an HVAC System for PD Evidence Rooms)

1889 ROUTE 9, SUITE 98-99
TOMS RIVER, NJ 08755

IF YOU CANCEL THIS CONTRACT WITHIN THE THREE-DAY PERIOD, YOU ARE ENTITLED TO A FULL REFUND OF ANY DEPOSIT MONIES PAID, WHICH REFUND WILL BE PROVIDED WITHIN 30 DAYS OF H.C.S.'S RECEIPT OF YOUR TIMELY NOTICE OF CANCELLATION. IF YOU DO NOT CANCEL WITHIN THE THREE-DAY PERIOD SET FORTH ABOVE, DEPOSIT MONIES ARE NON-REFUNDABLE.

H.C.S. AUTHORIZED SIGNATURE

DATED:

PROPERTY OWNER SIGNATURE

DATED:

ESTIMATED START DATE: _____ ESTIMATED COMPLETION DATE: _____

Attachment: HVAC PD EVIDENCE ROOM (2024-408 : Authorizing the Purchase and Installation of an HVAC System for PD Evidence Rooms)

Tracy Lizardi

From: Nicholas Townsend
Sent: Tuesday, August 20, 2024 4:35 AM
To: Tracy Lizardi
Cc: JoAnn Boos
Subject: FW: [EXTERNAL] RE: Asbury Park Email

Just an FYI.

From: Vergara, Iordan <IVergara@airexpertsnj.com>
Sent: Monday, August 19, 2024 2:59 PM
To: Nicholas Townsend <Nicholas.Townsend@cityofasburypark.com>
Subject: [EXTERNAL] RE: Asbury Park Email

Good afternoon Mr. Nick after review company insurances and registration we have discover that Air Experts is not register for prevailing wages or register to do any publics works job. Sorry for the delay on getting back to you.



Iordan Vergara
HVAC Manager

727C 17TH AVENUE
 Lake Como, NJ 07719
 Phone: 732-681-9090 Fax: 732-280-2213
 HVAC Licenses 19HC00123400
 Home Improvement Licenses # 13VH01546400

From: Nicholas Townsend <Nicholas.Townsend@cityofasburypark.com>
Sent: Thursday, August 15, 2024 11:46 AM
To: Vergara, Iordan <ivergara@ars.com>
Subject: [EXTERNAL] Asbury Park Email

CAUTION: This Email is from an EXTERNAL source. Ensure you trust Nicholas.Townsend@cityofasburypark.com before clicking on any links or attachments.

Test Email

Patrolman Nicholas Townsend
 Evidence Unit/Fleet
 Asbury Park Police Department
 1 Municipal Plaza
 Asbury Park, NJ 07712

Tel: (732) 502-5786
 Fax: (732) 775-7845

Tracy Lizardi

From: Daniel Paczkowski
Sent: Friday, August 23, 2024 7:48 AM
To: Tracy Lizardi
Cc: JoAnn Boos; Gregory Toro; Nicholas Townsend; Mark Walsh
Subject: Evidence Room HVAC
Attachments: Evidence HVAC Quotes.pdf

See attached three quotes for install of HVAC units in the evidence department at police headquarters.

Oceanside Service, Inc, option #1 of a Daikin 4 head ductless mini split system will allow for independent temperature control of the different rooms. The total price of \$21,387 covers the units and install but does not include the high voltage wiring. Our city electrician will run the necessary wires and hookups needed.

Daniel Paczkowski, CPWM
Asbury Park Public Works Supervisor
9 Main St
Asbury Park, NJ 07712
P: 732-456-4873
daniel.paczkowski@cityofasburypark.com



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 11, 2024
RESOLUTION SUMMARY

2024-409

Resolution authorizing the purchase of Personal Protection Turnout Gear for the Fire Department from Skylands Area Fire Equipment off of State Contract #17-FLEET-00809 and #17-FLEET-00810 totaling \$74,800.60 utilizing capital funds.



RESOLUTION NO. 2024-409

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

RESOLUTION AUTHORIZING THE PURCHASE OF PERSONAL PROTECTION TURNOUT GEAR FOR THE FIRE DEPARTMENT

WHEREAS, the City has a need to purchase personal protection turnout gear for the Fire Department; and

WHEREAS, the City has obtained the attached quotes totaling \$74,800.60 from Skylands Area Fire Equipment and Training LLC off of N.J. State Contract #17-FLEET-00809 and #17-FLEET-00810; and

WHEREAS, the City of Asbury Park is desirous of awarding the purchases to the vendor in an amount listed above; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: C-04-55-998-186-002. The maximum amount of the pending contract is as stated 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 authorizes the purchase outlined in this Resolution for a total amount of \$74,800.60 to Skylands Area Fire Equipment and Training LLC.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that a copy of this Resolution shall be provided to the CFO, City Manager, Director of Purchasing and the Fire Chief.

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. 2024-409 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2024

CERTIFIED BY ME THIS 12th DAY OF September, 2024.

LISA ESPOSITO
CITY CLERK

SKYLANDS AREA FIRE EQUIPMENT & TRAINING LLC

23 Hamburg Turnpike, Unit A
Riverdale, NJ 07457

Phone: 973-579-3473
sales@safe-tonline.com

Fax: 973-859-0904
www.SAFE-Tonline.com



Quote # 8091

Proposal Date: 08/26/2024

Bill To:

City of Asbury Park
Attn. Fire Dept.
One Municipal Plaza
Asbury Park, NJ 07712

Ship To

Asbury Park Fire Dept.
800 Main Street
Asbury Park, NJ 07712-5910

Rep	Terms	Valid Until	FOB	Contract #	
AN	Due on receipt	12-31-2024	Prepaid	See Below	
Qty.	Item	Description	Contract Item #	Unit Price	Total
12	Tails	Morning Pride LTO 17ID Tails Black	NJASBU00045	2,407.18	28,886.16
12	Pants	Morning Pride LTO 17ID Pants Black	NJASBU00046	1,667.49	20,009.88
5	Tails	Morning Pride LTO 17ID Tails Black Officer Spec	NJASBU00047	2,404.63	12,023.15
5	Pants	Morning Pride LTO 17ID Pants Black	NJASBU00048	1,669.33	8,346.65
12	FIRE HERO® XTR...	507101 FIRE HERO® XTREME 11 W Sizes TBD		461.23	5,534.76
		Morning Pride-Honeywell NJ Contract # 17-FLEET-00810 (Valid through 06-14-2025) Haix NJ Contract # 17-FLEET-00809 (Valid through 12-31-2024)			

PURCHASE AUTHORIZATION

ALL FIELDS MUST BE FILLED OUT COMPLETELY OR ORDER WILL NOT BE PROCESSED

Please proceed with the order as listed in this Proposal.

The department agrees to the total amount below and shall authorize payment upon receipt of the order.

Dept. Po/Voucher will be submitted Yes PO# _____ No (circle one)

Sign: _____ Print: _____

Total \$74,800.60

Date: _____

Rank: _____

Tel. _____

Email: _____

Attachment: SKYLANDS AREA FIRE EQUIPMENT & TRAINING (2024-409 : Authorizing the purchase of personal protection turn out gear for the

SKYLANDS AREA FIRE EQUIPMENT & TRAINING LLC

23 Hamburg Turnpike, Unit A
Riverdale, NJ 07457

Phone: 973-579-3473
sales@safe-tonline.com

Fax: 973-859-0904
www.SAFE-Tonline.com



Quote # 8091

Proposal Date: 08/26/2024

Bill To:

City of Asbury Park
Attn. Fire Dept.
One Municipal Plaza
Asbury Park, NJ 07712

Ship To

Asbury Park Fire Dept.
800 Main Street
Asbury Park, NJ 07712-5910

Rep	Terms	Valid Until	FOB	Contract #	
AN	Due on receipt	12-31-2024	Prepaid	See Below	
Qty.	Item	Description	Contract Item #	Unit Price	Total
12	Tails	Morning Pride LTO 17ID Tails Black	NJASBU00045	2,407.18	28,886.16
12	Pants	Morning Pride LTO 17ID Pants Black	NJASBU00046	1,667.49	20,009.88
5	Tails	Morning Pride LTO 17ID Tails Black Officer Spec	NJASBU00047	2,404.63	12,023.15
5	Pants	Morning Pride LTO 17ID Pants Black	NJASBU00048	1,669.33	8,346.65
12	FIRE HERO® XTR...	507101 FIRE HERO® XTREME 11 W Sizes TBD		461.23	5,534.76
		Morning Pride-Honeywell NJ Contract # 17-FLEET-00810 (Valid through 06-14-2025) Haix NJ Contract # 17-FLEET-00809 (Valid through 12-31-2024)			

PURCHASE AUTHORIZATION

ALL FIELDS MUST BE FILLED OUT COMPLETELY OR ORDER WILL NOT BE PROCESSED

Please proceed with the order as listed in this Proposal.

The department agrees to the total amount below and shall authorize payment upon receipt of the order.

Dept. Po/Voucher will be submitted Yes PO# _____ No (circle one)

Sign: _____ Print: _____

Total \$74,800.60

Date: _____

Rank: _____

Tel. _____

Email: _____

Attachment: SKYLANDS AREA FIRE EQUIPMENT & TRAINING (2024-409 : Authorizing the purchase of personal protection turn out gear for the



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 11, 2024
RESOLUTION SUMMARY

2024-410

Resolution authorizing the purchase of ammunition for the Police Department from Eagle Point Gun off of NJ State Contract #17-FLEET-00721 totaling \$15,147.28 utilizing Police O&E funds.



RESOLUTION NO. 2024-410

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

RESOLUTION AUTHORIZING PURCHASE OF AMMUNITION FOR THE POLICE DEPARTMENT

WHEREAS, the City of Asbury Park ("City") has a need to purchase ammunition for the Police Department; and

WHEREAS, the City has obtained the attached quotes totaling \$15,147.28:

- Eagle Point Gun Shop in the amount of \$15,147.28 on State Contract #17-FLEET-00721, T0106

WHEREAS, the City of Asbury Park is desirous of awarding the purchase of ammunition to the vendor listed above in an amount of \$15,147.28; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 4-01-25-240-000-221. 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 ammunition for the Police Department in the amount of \$15,147.28 and a copy of this Resolution shall be provided to the Chief of Police, 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. 2024-410 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2024

CERTIFIED BY ME THIS 12th DAY OF September, 2024.

LISA ESPOSITO
CITY CLERK

CITY OF ASBURY PARK

Municipal Building
One Municipal Plaza
Asbury Park, NJ 07712-7000
TEL (732)775-2100 FAX (732)775-0441

3.D.4.a

REQUISITION

NO.

v-002897

S
H
I
P

T
O

POLICE DEPARTMENT
ONE MUNICIPAL PLAZA
ASBURY PARK, NJ 07712

V
E
N
D
O
R

VENDOR #: EAGPOI

EAGLE POINT GUN
T.J. MORRIS & SONS
1707 THIRD STREET
THOROFARE, NJ 08086

ORDER DATE: 08/13/24

DELIVERY DATE:

STATE CONTRACT:

F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COS
8.00	9mm 124gr hst jacket hollow	4-01-25-240-000-221 POLICE Ammunition	393.9800	3,151.84
20.00	9mm 124gr FMJ PMC #9G	4-01-25-240-000-221 POLICE Ammunition	214.3700	4,287.40
4.00	9mm 100gr No. Lead frangible	4-01-25-240-000-221 POLICE Ammunition	483.7800	1,935.12
15.00	.223 cal 55 gr FMJ BT PMC	4-01-25-240-000-221 POLICE Ammunition	364.2400	5,463.60
4.00	FBI Q CB Police cardboard targ	4-01-25-240-000-221 POLICE Ammunition	77.3300	309.32
			TOTAL	15,147.28

Attachment: EAGLE POINT GUN AMMUNITION QUOTE (2024-410 : Purchase of Ammunition for the Police Department)

REQUESTING DEPARTMENT

DATE

Daniel Kowsaluk

From: Gregory Parisi
Sent: Tuesday, August 13, 2024 9:20 AM
To: Daniel Kowsaluk
Subject: Fwd: [EXTERNAL] Ammunition Quotation 240810 City Of Asbury Park PD NJ
Attachments: CCF_012183.pdf

Get Outlook for iOS

From: THOMAS J. MORRIS III <majortjmorrisiii@comcast.net>
Sent: Saturday, August 10, 2024 5:07:50 PM
To: Gregory Parisi <Gregory.Parisi@cityofasburypark.com>
Cc: Andrew Morris <eaglepointgunapm@comcast.net>; Candace Neavin <eaglepointguncmn@comcast.net>; Tim Archer <eaglepointguntra@comcast.net>; Brian Vare - Eagle Point Gun <eaglepointgunbrv@comcast.net>; Steve Cann <eaglepointgunsac@comcast.net>; Phil Cummings <eaglepointgunprc@comcast.net>; Mike Gess <mike.gess@eaglepointgun.com>; Eigen, Ira <Ira.Eigen@VistaOutdoor.com>; Ira Eigen <IraEigen@tkghunt.com>; Trent Denison <trentden@juno.com>; Ethan Hurff <ethan.hurff@eaglepointgun.com>; Candace Ryu <candace.ryu@pmcammo.com>; Speedwell Targets <sales@speedwelltargets.com>
Subject: [EXTERNAL] Ammunition Quotation 240810 City Of Asbury Park PD NJ

Thomas J. Morris III
 Eagle Point Gun/T.J.Morris & Sons
 1707 Third Street
 Thorofare, New Jersey 08086
 PH 856-848-6945
 FX 856-384-2938
 EM majortjmorrisiii@comcast.net
 FEIN 80-0502006

10AUG24

Good afternoon Greg,

Pursuant to your below Request, the following official written letterhead quotation is provided.

The ammunition prices are Federal Excise Tax exempt for State/County/Municipal purchase. There is no Federal Excise Tax on paper and cardboard targets.

The ammunition items quoted on are factory new by Federal Cartridge and PMC. The targets are factory new by Speedwell Target.

There is no minimum or maximum order BUT ammunition and targets must be ordered in full case/bundle lots and I have quoted by the case/bundle. While I used the quantities indicated in your Request to give you totals, should you decide on different quantities, just use the Unit prices

provided to determine your new totals.

The prices quoted include the freight, tailgate delivery, and would normally be a drop ship direct from the Manufacturer to your Department location in New York. Delivery times for factory drop ships of ammunition have been running 1-12 months ARO for most items and vary per item BUT things are getting better for many items. Delivery times for factory drop ships of paper and cardboard targets have been running 3-45 days ARO for most items and also vary per item.

In stock items may also be picked up here at the same prices and I have indicated what is in stock as of this afternoon BUT my inventory changes on a daily basis.

These Federal Cartridge, PMC, and Speedwell Target prices are pursuant to New Jersey State Contract #17-FLEET-00721, Bid #17DPP00046, Extension #2, T # T0106, Line #s 3 (Federal Cartridge), 7 (PMC), and 36 (Speedwell Target) and went into effect on 14MAY24. I have attached a copy of the New Jersey State Contract award/Contract extension and Federal Cartridge and PMC ammunition price lists for your file. We have the current New Jersey State Contract for Federal Cartridge ammunition, Remington Arms ammunition and firearms, PMC ammunition, Speedwell Target paper and cardboard targets and target backers, EOTech sights, Benelli firearms, Heckler & Koch firearms, Walther firearms, and other items.

9mm 124gr. HST Jacketed Hollow Point Federal
Premium #P9HST1 @ \$393.98 per case of 1,000
rds. X 8,000 rds. (8 cases) = \$3,151.84. In Stock.

9mm 124gr. FMJ PMC #9G @ \$214.37
per case of 1,000 rds. X 20,000 rds.
(20 cases) = \$4,287.40. In Stock.

9mm 100gr. No Lead Frangible RHT Federal
Ballisticlean #BC9NT3 @ \$483.78 per case of
1,000 rds. X 4,000 rds. (4 cases) = \$1,935.12. In Stock.

.223 cal. 55gr. FMJ BT PMC #223A @
\$364.24 per case of 1,000 rds. X
15,000 rds. (15 cases) = \$5,463.60. In Stock.

FBI-Q CB Police Silhouette Cardboard Targets by
Speedwell Target @ \$77.33 per bundle of 100 targets

X 400 targets (4 bundles) = \$309.32. Out Of Stock.

If the above five items were purchased in the indicated quantities your total would be \$15,147.28.

The above are what you asked about. Let us know what you want to do and feel free to contact us if we can ever be of service in the future. We appreciate your business!!

We sell Federal Cartridge ammunition, Speedwell paper/plastic/cardboard/metal targets, CCI/Speer ammunition, Hornady ammunition, PMC ammunition, Aguila ammunition, Dummy Training Rounds, Winchester and Lake City and RWS/RUAG and Fiocchi blank ammunition, Remington ammunition and firearms and firearms accessories (currently on hold for most items due to their bankruptcy), S&W firearms, Benelli firearms, Walther firearms, Heckler & Koch firearms, MACE, ALS/PACEM Less Lethal, Eagle Industries nylon gun cases and accessories, Blackhawk accessories, Gransfors Bruks axes, Peerless cuffs and irons, Holosun optics, EOTech gun sights, Aimpoint gun sights, Surefire lights, Hoppes, Break Free/CLP, Shooters Choice /Ventco Industries, Southern Bloomer, Outers, Seal One, Pro-Shot, and other items. We also take used weapons in trade for credit against everything that we sell. We're here when you need us.

As always,
Tom

Thomas J. Morris III
Eagle Point Gun/T.J.Morris & Sons
1707 Third Street
Thorofare, New Jersey 08086
PH 856-848-6945
FX 856-384-2938
EM majortjmorrisiii@comcast.net

On 8/9/2024 3:52 PM, Gregory Parisi wrote:

Good afternoon, Tom.

Interested in making an ammo order if you could quote me for the following items:

8 Cases: 9mm 124gr HST JHP Federal Premium #P9HST1

20 Cases: 9mm 124gr FMJ PMC #9G

4 Cases: 9mm 100gr Frangible RHT Federal #BC9NT3

15 Cases: .223 55gr FMJ BT PMC #223A



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 11, 2024
RESOLUTION SUMMARY

2024-411

Resolution awarding the purchase of snow fencing needed at the Beach to Robco Supply LLC totaling \$12,085.00 utilizing Beach Funds.



RESOLUTION NO. 2024-411

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

RESOLUTION AWARDING THE PURCHASE OF SNOW FENCING NEEDED AT THE BEACH TO ROBCO SUPPLY LLC

WHEREAS, the City has a need to purchase snow fencing needed at the Beach; and

WHEREAS, the City has solicited quotes from Robco Supply LLC, One Stop Sign Shop and Traffic Safety Service; and

WHEREAS, the City of Asbury Park is desirous of awarding the purchase of snow fencing needed at the Beach to Robco Supply LLC in the amount of \$12,085.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 4-05-55-502-000-203 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

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 authorizing the purchase of snow fencing needed at the Beach to Robco Supply LLC in the amount of \$12,085.00 and a copy of this Resolution shall be provided to the Deputy Director Department of Public Works, City Manager, CFO 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. 2024-411 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2024

CERTIFIED BY ME THIS 12th DAY OF September, 2024.

LISA ESPOSITO
CITY CLERK

ROBCO SUPPLY INC
16 WATERVIEW COURT
NEPTUNE NJ 07753
732-995-8753
8-27-24
QUOTE # AP27
CITY OF ASBURY PARK DPW
ATTN: DAN P

QUOTE REQUEST

QUOTE- SNOW FENCE/POSTS

80- ROLLS 4 X 50 PLAIN, 5 WIRE WOOD FENCE	119.00ea	\$ 9520.00
150- SNOW FENCE T POSTS	16.60 ea	\$ 2490.00
1- SHIPPING		\$ 75.00

TOTAL: \$ 12,085.00

STEVE ROBERTS



Quote

082624-14

One Stop Sign Shop

DATE:08/26/24

675 Tuckahoe Rd.
Vineland, NJ 08361
856-500-6231
onestopsignshopnj.com

TO City of Asbury Park
Att:Robert

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
J McCracken	Snow fence	N30	asap

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
80	Wood snow fence plain Rolls	131.50	10520.00
150	Snow fence posts	18.95	2852.50
1	Delivery charge	175.00	175.00
		SubTotal:	13547.50
		Tax:	
		Total:	13547.50

Attachment: BEACH SNOW FENCING QUOTES (2024-411 : Awarding the purchase of snow fencing needed at the beach to Robco Supply LLC)



601 Hadley Road South Plainfield NJ 07080
908-561-4800 NY 212-964-2222 Fax 908-561-3800

Price Quotation

To: *City of Asbury Park*

We Sell Water Filled Barriers

Quote By: Marvin Mejia
Date: 8/26/2024
E-Mail: marvin@TrafficSafetyService.com

SHIPPING INFORMATION

Quote #: Quote
F.O.B: 601 Hadley Rd.
Shipping Date: TBD
Ship Via: TBD

Terms:

Customer P.O.

ITEM #	Qty.	DESCRIPTION	UNIT COST	TOTAL
1	80	4 x 50 Plain - 5 Wire Wood Fence	\$ 148.80	\$ 11,904.00
2	150	6' Green Snow Fence Posts	\$ 21.30	\$ 3,195.00
3	1	Freight	\$ 120.00	\$ 120.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
		Total	\$ -	\$ 15,219.00

Quote is good for 30 days and subject to Plastic, Steel or other raw materials escalations without notice

Tax not included - If you are exempt please let us know!

Thank you for requesting a quote!

www.TrafficSafetyService.com

Quote Accepted By:

Marvin

Sales / Special Projects

_____ Date _____

Attachment: BEACH SNOW FENCING QUOTES (2024-411 : Awarding the purchase of snow fencing needed at the beach to Robco Supply LLC)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 11, 2024
RESOLUTION SUMMARY

2024-412

Resolution authorizing a contract to Dynamic Traffic, LLC for Safe Routes to Transit, Intersection Upgrades and Traffic Signal Installation at Cookman Avenue & Bond Street totaling \$72,500.00



RESOLUTION NO. 2024-412

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

RESOLUTION AUTHORIZING DESIGN SERVICES, AND CONTRACT ADMINISTRATION SERVICES TO DYNAMIC TRAFFIC, LLC FOR SAFE ROUTES TO TRANSIT, INTERSECTION UPGRADES AND TRAFFIC SIGNAL INSTALLATION AT COOKMAN AVENUE AND BOND STREET

WHEREAS, on August 26, 2024 the City of Asbury Park received a proposal to provide design, and contract administration from Dynamic Traffic, LLC for Safe Routes to Transit, Intersection Upgrades and Traffic Signal Installation at Cookman Avenue & Bond Street totaling \$62,500.00; and

WHEREAS, the cost for design services shall not exceed \$57,000 without Council approval; and

WHEREAS, the cost for construction administration shall not exceed \$15,500 without Council approval; and

WHEREAS, N.J.S.A. 40A:2-20 allows for preliminary planning expenses to be paid for; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Grant Fund account G-02-43-956-22-213; and the maximum dollar value of the contract is as set forth in the resolution

WHEREAS, the City Manager is hereby authorized to sign any contracts with the vendor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards Dynamic Traffic, LLC to provide design, and construction administration services for Safe Routes to Transit, Intersection Upgrades and Traffic Signal Installation at Cookman Avenue & Bond Street totaling \$72,500.00

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. 2024-412 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2024

CERTIFIED BY ME THIS 12th DAY OF September, 2024.

LISA ESPOSITO
CITY CLERK



Dynamic Traffic, LLC
1904 Main Street
Lake Como, NJ
T. 732.681.0760

January 23, 2024
Revised: August 27, 2024
Via Email
(James.Bonanno@cityofasburypark.com)

City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

Attn: James Bonanno, Director of Transportation

**RE: Traffic Signal Replacement Project
Scope of Work and Fee Estimate
Cookman Avenue and Bond Street
City of Asbury Park, Monmouth County**

Dear James:

Dynamic Traffic, LLC has a complete understanding of the goal of the project and is eager to work with the City towards successful completion to enhance pedestrian safety and operations as well as modernize and improve mobility at the intersection of Cookman Avenue and Bond Street under the NJDOT Safe Streets to Transit Grant. Dynamic is a full-service firm so the field survey, intersection evaluation, and signal design will be completed in-house. We understand the intricacies of ADA design and pedestrian accommodations, as well as the latest technology and equipment utilized for vehicle detection and pedestrian actuation systems. Additionally, Dynamic Traffic, LLC has been appointed to perform special project engineering services for the City of Asbury Park from January 1, 2024, through December 31, 2024, as per Resolution 2024-51.

We have worked with other municipalities on projects funded through NJDOT's Safe Streets to Transit Program and we understand the program's objectives and the overall process. Through the grant program, the City's project will seek to modernize the existing traffic signal at the intersection of Cookman Avenue and Bond Street, with a focus on enhancing pedestrian safety and overall mobility through the intersection. This scope will require a full traffic signal replacement and pedestrian curb ramp upgrades at the intersection. It is assumed that the existing traffic signal will be removed and the intersection will operate under all-way stop-control during construction. Note that right-of-way and easement acquisitions are not anticipated for this project. Additionally, geometric and curb line modifications will be limited to those specifically noted herein.

Based on our understanding of the project, Dynamic Traffic proposes the following scope of work:

DESCRIPTION OF SERVICES

Section 1: Survey Phase

- **Roadway Survey:** Through a Dynamic affiliate company, Dynamic Survey, Dynamic Traffic will provide a roadway survey complete with the necessary topographic and planimetric information to prepare the necessary construction documents. Right-of Way information will be based on available tax maps, plans, deeds of record and visible property corner evidence. Title research for properties abutting the Rights-of-Way is not proposed. Boundary survey services are specifically excluded.

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Bethlehem, PA • Allen, TX • Houston, TX • Austin, TX • Delray Beach, FL

The on-site survey crew will locate observable features within the Right of Way of the street(s). A topographic survey with 1-foot contours will be prepared based on 50-foot cross sections. The elevations will be based on an assumed datum, unless otherwise stated or requested. If a specific survey datum is requested or required, it is assumed that a benchmark will be available within 100 feet of the site. If an accessible benchmark requires additional traversing beyond the project boundaries to gain proper datum in the field, an additional fee may apply.

Visible utilities will be located with inverts (if possible). Inverts will be taken at practical and accessible catch basin or manhole locations. Underground (not visible) utility locations will be shown based upon the location of visible structures or utility mark-outs found in the field and supplemented with available mapping. This survey is limited to above ground/visible utility evidence found at the time of the survey. Dynamic assumes no responsibility for the accuracy or completeness of the mark-out as performed by others. We do not assume liability for the location of underground piping or underground utilities via this proposal. If it becomes apparent that specific underground utilities location information is needed during the design phase, then we can prepare a proposal for additional services to obtain the same. Based on design needs, we can arrange for utility location services such as ground penetrating radar (GPR) and electromagnetic (EM) underground utility mark out in specified areas for an additional fee.

Note that police presence may be requested by the project surveyor when performing work within the road, and it is anticipated that same would be provided by the City in support of this project if requested.

Section 2: Traffic Engineering and Design Services

- **Traffic Analysis:** Dynamic Traffic will perform peak hour traffic/pedestrian counts at the intersection to identify existing traffic volumes. Traffic volume recordings will be conducted for a 12-hour time frame during both a typical weekday and Saturday. These recordings will determine existing peak hour traffic/pedestrian demands as well as area traffic patterns. The recordings will identify passenger cars, buses, trucks, bikes, pedestrians, and right turns on red.

The traffic counts will be used for the purposes of optimizing the future traffic signal timing at the intersection. Multiple timing plans will be investigated in an effort to best fit the traffic demand. We will evaluate the feasibility and the necessity of a time-based coordination with the Main Street signal using a GPS time clock and ensure coordination with other signals along the Cookman Avenue corridor, if applicable.

- **Concept Design:** Following completion of the right-of-way survey and the traffic counts, Dynamic will prepare an initial layout plan indicating all proposed above ground traffic signal equipment, preliminary ADA Ramps, and proposed signing/stripping for the City's review.
- **Design Documents:** Design documents will be prepared to include the following items and in accordance with the NJDOT Safe Streets to Transit Program.

The design documents will be prepared in accordance with the MUTCD and NJDOT. Standard NJDOT traffic signal equipment will be utilized. The design will include vehicle and pedestrian detection on all approaches. The anticipated design documents submissions are outlined below:

- **90% Submission:** Following approval from the City, Dynamic will prepare 90% design documents which will include the items outlined below:
 - ***Plans:*** Key/Cover Sheet, General Notes/Estimate of Quantities, Construction Plan, Signing & Striping Plan, Traffic Signal Plan, Electrical Plan, ADA Curb Ramp Plan, and Construction Details
 - ***Supplemental Technical Specifications***
 - ***Engineers Estimate of Quantities and Cost Estimate***
 - ***Proposed Traffic Signal Timing Directive***

- **Final Submission:** Final submission will be made based on the City's input of the 90% submission. The City will provide the front-end specification documents in Word format to be incorporated with the supplemental technical specifications.
- **Post-Construction:** Prepare Traffic Signal Certification and Final Traffic Signal Plan
- **Contract Alternative Item (Bump-Outs) (2):** If desired by the City, two (2) proposed curb bumpouts can be incorporated into the design documents. Per our initial observations, curb bumpouts could be implemented on the northeast and southwest corners of the intersection. The curb bumpouts could shorten pedestrian crossings, improve the alignment for vehicles traveling along Cookman Avenue through the intersection, and provide additional space for proposed traffic signal equipment and ADA curb ramp requirements. The design of these curb bumpouts will involve additional vehicle turning evaluations, curb line geometric design, grading, and proposed storm drainage.

Section 3: Bidding and Construction Phase Services

- **Bidding Services:** During the bidding phase, Dynamic will provide the necessary services to facilitate the bidding of the plans. This will include providing contract drawings and specifications to potential bidders, issue clarifications on the contract documents, issue addenda as needed, evaluate the bids received and prepare a bid analysis and recommendation.
- **Construction Phase Services:** Dynamic will provide design related oversight throughout construction. Dynamic will review and respond to requests for information, review and stamp submittals, coordinate change orders, and evaluate field changes. **Inspection services are not included in this proposal.**

Section 4: Project Management, Meetings, and Coordination Services

The intensity, methods and frequency of communications required for a project varies from client to client and project to project, but is essential to expediting the project successfully. This work includes meeting attendance as well as email and phone correspondence with the City. For budgetary purposes, an estimate for this scope of work has been provided in this proposal. Any meetings, consultations, and correspondence in excess of the estimate will be billed in accordance with the hourly rate schedule as included herein.

Section 5: Reimbursable Expenses

Reimbursable costs and expenses incurred by Dynamic Traffic, LLC in connection with the engineering work outlined in this proposal including but not limited to postage, printing and mileage will be invoiced in accordance with Dynamic Traffic's *Professional Services Rate Schedule* attached. It is difficult to forecast the exact amount of reimbursable expenses that will be required for a project. Accordingly, we have provided a preliminary budget of expenses estimated at this time.

SUMMARY OF SERVICES

Section 1:	Survey Phase	
•	Roadway Survey	\$7,500.00
Section 2:	Traffic Engineering and Design Services	
•	Traffic Analysis	\$6,000.00
•	Concept Design	\$9,500.00
•	Design Documents	\$26,000.00
○	90% Submission	
▪	Plans	
▪	Supplemental Technical Specifications	
▪	Engineers Estimate of Quantities and Cost Estimate	
▪	Proposed Traffic Signal Timing Directive	
○	Final Submission	
○	Post-Construction	
•	Contract Alternative Item (Bump-Outs) (2)	\$8,000.00
Section 3:	Bidding and Construction Phase Services	<i>Time and Materials (Est. \$10,000.00)</i>
Section 4:	Project Management, Meetings, and Coordination	<i>Time and Materials (Est. \$5,000.00)</i>
Section 5:	Reimbursable Expenses	<i>Time and Materials (Est. \$500.00)</i>
Fee Total		\$72,500.00

Our scope of services and fees are based, at this time, upon our preliminary review of current local regulations as well as County and State jurisdictional requirements. These services are subject to change if the regulations upon which our scope is currently based are amended or revised during the course of the project. This proposal may be subject to modification should design constraints be recognized during refinement of the design.

This proposal is limited to the scope of services specifically defined herein. Any additional services or out-of-scope work items that are requested or are determined to be necessary will be confirmed in writing and invoiced generally in accordance with Dynamic Traffic's *Professional Services Rate Schedule* in effect at that time.

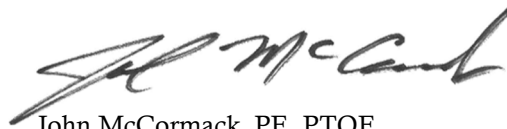
We look forward to continuing to work with the City to maximize vehicle efficiency and pedestrian safety at this very visible and critical intersection. Please do not hesitate to contact me if you have any questions or comments on the above.

Sincerely,

Dynamic Traffic, LLC



T. Hunter Sabins, PE
Project Manager



John McCormack, PE, PTOE
Principal

2024 GOVERNMENTAL PROFESSIONAL SERVICES RATE SCHEDULE

Licensed Professional Engineer – Director/Senior Principal	\$240.00/hour
Licensed Professional Engineer – Principal	\$220.00/hour
Licensed Professional Engineer – Branch Manager	\$220.00/hour
Licensed Professional Engineer – Senior Project Manager	\$210.00/hour
Licensed Professional Engineer – Project Manager	\$200.00/hour
Licensed Professional Engineer – Project Engineer	\$180.00/hour
Senior Project Manager	\$190.00/hour
Project Manager	\$180.00/hour
Project Engineer	\$160.00/hour
Senior Design Engineer	\$155.00/hour
Design Engineer	\$135.00/hour
Licensed Landscape Architect	\$175.00/hour
Computer Generated Imagery Manager	\$160.00/hour
CAD Director	\$170.00/hour
CAD Manager	\$145.00/hour
Senior CAD Designer	\$125.00/hour
CAD Designer	\$110.00/hour
Senior Project Coordinator	\$125.00/hour
Project Coordinator	\$120.00/hour
Assistant Project Coordinator	\$110.00/hour
Senior Administrative Assistant	\$ 95.00/hour
Administrative Assistant	\$ 90.00/hour
Assistant Professional	\$100.00/hour
Traffic Enumerator	\$ 60.00/hour

LAND SURVEYING SERVICES

Licensed Professional Land Surveyor – Senior Principal	\$240.00/hour
Licensed Professional Land Surveyor – Principal	\$220.00/hour
Licensed Professional Land Surveyor – Senior Project Manager	\$210.00/hour
Licensed Professional Land Surveyor – Project Manager	\$200.00/hour
Licensed Professional Land Surveyor	\$180.00/hour
Senior Project Surveyor/Party Chief	\$160.00/hour
Project Surveyor	\$135.00/hour
Senior Survey Technician	\$135.00/hour
Survey Technician	\$120.00/hour
Assistant Survey Technician	\$ 90.00/hour
Field Survey Crew – Two Man	\$225.00/hour
Field Survey Crew – Three Man	\$275.00/hour

GEOTECHNICAL AND ENVIRONMENTAL SERVICES

Senior Geotechnical Engineer – Project Manager	\$220.00/hour
Senior Geotechnical Engineer	\$200.00/hour
Construction Services Manager	\$160.00/hour
Construction Materials Testing Supervisor	\$160.00/hour
Geotechnical Engineer/Geologist	\$160.00/hour
Senior Technical Professional/Senior Engineering Technician	\$155.00/hour
Engineering Technician	\$ 90.00/hour
Engineering Technician (Half-Day Rate)	\$450.00
Environmental Professional – Senior Principal	\$240.00/hour
Environmental Professional – Principal	\$220.00/hour
Licensed Environmental Professional	\$200.00/hour
Environmental Professional – Senior Project Manager	\$200.00/hour
Environmental Professional – Project Manager	\$180.00/hour
Environmental Scientist	\$160.00/hour
Environmental Technical Professional	\$140.00/hour
Assistant Environmental Technical Professional	\$120.00/hour

Professional Services for the purposes of litigation matters, court appearances and attendance at other legal proceedings shall be billed at 1.5 times the above rates.

REIMBURSABLE RATES

Outside (pass-thru) Services	cost
Postage, Federal Express, UPS, DHL	cost
Travel (meals, tolls, etc.)	cost
Connected Vehicle Data (Initial 1-10 Units)	\$ 95.00
Connected Vehicle Data (Additional Units)	\$ 9.50/unit
Paper Black/White Copy/Prints – A Size (8.5"x11")	\$ 0.20/sheet
Paper Black/White Copy/Prints – B Size (11"x17")	\$ 0.40/sheet
Paper Color Copy/Prints – A Size	\$ 3.00/sheet
Paper Color Copy/Prints – B Size	\$ 5.50/sheet
Paper Plots and Printing – B Sheet	\$ 2.50/sheet
Paper Plots and Printing – C Sheet (18"x24")	\$ 3.50/sheet
Paper Plots and Printing – D Sheet (24"x36")	\$ 4.25/sheet
Paper Plots and Printing – E Sheet (30"x42")	\$ 4.75/sheet
Signed/Sealed Plots – C Sheet	\$ 4.75/sheet
Signed/Sealed Plots – D Sheet	\$ 5.25/sheet
Signed/Sealed Plots – E Sheet	\$ 5.75/sheet
Mylar Plots	\$ 6.75/sq. ft.
Color Plots – D Sheet	\$ 40.00/sheet
Color Plots – E Sheet	\$ 50.00/sheet
Exhibit Mounting – D Size	\$ 85.00/board
Exhibit Mounting – E Size	\$110.00/board
Reports (Size ¼" – ¾")	\$ 20.00 - \$30.00
Reports (Size 1" – 2")	\$ 35.00 - \$65.00
Notary Public Services	\$ 15.00
High Resolution Aerial Imagery	\$100.00/image
Digital Signatures (Initial)	\$200.00/each
Digital Signatures (Each Additional)	\$ 50.00/each
CD/DVD Preparation	\$ 30.00/each
USB – Memory Stick/Thumb Drive	\$ 40.00/each
Electronic Document Preparation	\$ 30.00 up to the first 5 sheets Plus \$5.00/sheet over 5 sheets
Digital Shapefiles	\$200.00/each
Tax Maps	\$ 35.00/sheet
FTP Site Usage	\$ 25.00/unit
Mileage	As published by the IRS
Moisture Content Determination	\$ 50.00/each
Moisture Content Determination (as additional test)	\$ 15.00/each
Modified Proctor	\$350.00/each
Washed Gradation	\$ 90.00/each
Atterberg Limits Determinations (Inorganic)	\$110.00/each
Tube Permeameter	\$200.00/each
Organic Content by Loss on Ignition	\$ 75.00/each
Concrete Cylinders (cast or retained) Sample	\$ 20.00/each
Pick up/Delivery to Laboratory	\$ 90.00/hour
Sample Storage (Beyond 60 days)	\$ 50.00/month
Nuclear Density Gauge	\$ 95.00/day

On-site inspection services by staff engineer or technician will be invoiced at full day increments for services exceeding 4 hours on site or a minimum ½ day charge for less than 4 hours on-site.

STANDARD TERMS AND CONDITIONS

1. Professional Responsibility:

The Engineer represents that the services described in the scope of services contained in the *Letter Proposal* (submitted with and incorporated as part of these *Standard Terms and Conditions*) shall be performed in a manner consistent with that level of care and skill ordinarily exercised by comparable Professional Engineers under similar circumstances at the time the services are performed. No other representation to the Owner, express or implied, and no warranty or guarantee is included or intended hereunder, or in any report, opinion, document or otherwise. The Engineer does not guarantee approval of any plans submitted for review, nor will the Engineer be responsible for the timeliness of the work or acquisition of applicable approvals. The Owner agrees that it has retained the Engineer for professional services in connection with the preparation of documents or plans for project design purposes or for submission to various jurisdictional entities for review, and it accepts the risk associated with the Project. The Engineer shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and other such requirements in effect as of the date of the execution of this Agreement.

2. Owner and Engineer Responsibility:

The Owner agrees to provide right of entry for personnel and equipment necessary to complete the work. While the Engineer will take reasonable precautions to minimize any damage to the property, it is understood by the Owner that, in the normal course of work, some damage may occur. The Engineer shall be responsible for the correction of any such material damage to the extent it is caused by the Engineer's negligence, omissions or willful conduct, or those of anyone for whom the Engineer is legally responsible.

The Owner agrees to assist the Engineer by placing at the Engineer's disposal any and all information available pertaining to the Project, such that services may be performed in the most efficient fashion, including existing plans, recorded deeds, correspondence, reports, specifications, and any other related items. If preparation of a boundary survey is included in the Engineer's scope of services, the Owner will provide to the Engineer a title search of the property which identifies the description and any limitations or objections to the title of property under the letter proposal.

3. Payment Terms:

The executed letter proposal, (attached to and incorporated as part of these *Standard Terms and Conditions*) shall act as an additional agreement between the Engineer and the Owner for the provision of professional services. The Engineer agrees to perform services and the Owner agrees to pay the Engineer for services in accordance with the terms of the letter proposal, without regard to the success or time of completion of the Project. Invoices for professional services and expenses incurred shall be generated monthly and are due and payable within Thirty (30) days of receipt. If an invoice becomes delinquent, the Engineer reserves the right to cease all services and pursue all remedies upon three (3) days prior written notice. If the Engineer prevails in a legal action against the Owner for unpaid invoice amounts, the Engineer shall be entitled to recover attorney fees and court costs from Owner. Further, the Owner agrees that all undisputed and unpaid invoice amounts outstanding for more than thirty (30) days shall accrue interest at a rate of 1.5% per month from the date of the invoice up to and including the time of payment.

If Owner's payment of an initial deposit [also "client funds"] is required to engage Engineer's services, Engineer shall hold the same in its client-deposit account, and reserves the right to apply any of those client funds at any time, to reimburse Engineer for its services, or to directly resolve or reimburse Engineer for its retention or payment of sub-contractors, sub-consultants or sub-materialmen whose services or materials were performed or are necessary to complete work on the Project. Should Engineer apply any client funds for services performed or hired during its scope of work, Owner shall be expected to replenish [within the time set forth in the *Payment Terms* described above], the initial deposit amount so that the balance equals the initial deposit amount originally agreed upon. Upon completion of the work and Owner's full payment

to Engineer for all work and services provided, any remaining amount of client funds held by Engineer will be refunded to the Owner.

4. Termination:

The Agreement for the Project may be terminated by either party at any time for convenience upon Fourteen (14) days written notice for any or no reason, or immediately upon written notice by either party if the other party becomes insolvent, or is made the subject of bankruptcy, conservatorship, receivership or similar proceedings. In the event of such termination by the Owner, the Engineer shall be compensated for all services performed prior to termination, to include all reimbursable expenses and costs. Upon termination by either party, the Owner's right to use those instruments of professional service prepared by the Engineer shall be limited to those instruments of professional service paid for by the Owner. Any other non-exclusive licenses previously provided by Engineer shall be deemed terminated.

5. Ownership of Documents / Confidentiality / Non-Solicitation of Employees:

All reports, field data, notes, calculations, estimates, drawings, documents and other items prepared by the Engineer are instruments of service and shall remain the property of the Engineer until paid for in full by Owner, at which time Owner shall own and be assigned all rights to the same. The Owner agrees that all reports and other work furnished to the Owner or its agents, which are not paid for, will be returned upon demand, and will not be used by the Owner or its agents for any purpose whatsoever. If the Owner uses the property of the Engineer or Instruments of Service in a manner not specifically authorized or contemplated by the Engineer or this Agreement, the Owner does so at its own risk and agrees to defend, indemnify, and hold the Engineer harmless from all damages or claims arising from such use.

Owner acknowledges Engineer possesses knowledge and expertise relating to the scope of services, plans and work to be provided ("Engineer Know-How"), which may include intellectual property rights in certain pre-existing methods, formulas and materials used by Engineer in performing the Services. Nothing in this Agreement is intended to transfer to Owner any rights in the Engineer Know-How, which shall remain the property of the Engineer. To the extent that any Engineer Know-How is included in any plans and work provided, Engineer hereby grants to Owner a perpetual non-exclusive right and license to use and reproduce the Engineer Know-How to the extent reasonably necessary to exercise Owner's rights in and to the Services and work-product provided by Engineer.

Non-Disclosure / Confidential & Proprietary Information: During the course of the contractual relationship entered into between Owner and Engineer, [collectively the "Parties"], the Parties have been and will be made aware of confidential business, financial, proprietary, analytical and testing information, technical information, plans, instruments of service, know-how, formulations, application technology and information relative to equipment, ideas, and other trade secrets ["Material"] pursuant to the subject matter of the relationship, scope of services, and agreement entered into between the Parties. Both Parties acknowledge that all information not in the public domain regarding the Material is confidential. The Parties agree that all such information shall be kept strictly confidential and shall be used solely and exclusively in a manner consistent with the relationship, agreement, and professional services provided pursuant to this Agreement. Notwithstanding the foregoing, disclosure may be made by Engineer or Owner to other Engineer or Owner retained Service Providers, directors, officers, members, outside advisors, sub-contractors and employees who have a need to know the contents thereof in connection with the performance of services and scope and terms of this Agreement, provided that the Material is retained in strict confidence, and that each disclosure is made in the course and scope of each of the Parties' performance of the services, terms and conditions of this Agreement. The Parties also acknowledge that any information not in the public domain that is developed for or provided by the Owner or Engineer is the sole and exclusive property of the Engineer or Owner, respectively, and shall not be subject to unauthorized disclosure. The disclosure limitations included in this paragraph shall not apply to any information which (i) was known to or had been independently developed by either of the Parties prior to the date of the receipt of such information from the other party, or (ii) is or becomes publicly available, other than by disclosure as a result of Engineer or Owner's violation of this Agreement, provided that the party disclosing any such

information shall have the burden of proving that the information falls within one of the foregoing exceptions. Both Parties acknowledge and agree that the unauthorized disclosure or use of the Materials by either of them would cause irreparable harm and injury to the other party, which may be difficult to measure with certainty or to compensate through damages. Accordingly, either of the Parties damaged by the unauthorized disclosure of Material by the other party may seek injunctive or other equitable relief.

Non-Solicitation of Employees. Effective as of the last day of Engineer's provision of services to Owner under this Service Agreement, ("effective date"), Owner and Engineer mutually agree that neither they nor any of their divisions, operating groups or Affiliates shall, [for a period of Eighteen [18] months following the effective date], recruit, solicit or induce any employee of the other Party directly involved in the services or activities accepted or conducted pursuant to this Service Agreement to terminate his or her employment with such other Party and become employed by or consult for such Party, whether or not such employee is a full-time employee of such other Party, and whether or not such employment is pursuant to a written agreement or is at-will. For purposes of the foregoing, "recruit", "solicit" or "induce" shall not be deemed to mean general solicitations of employment not specifically targeted at employees of a Party or any of its Affiliates, including responses to general advertisements.

6. Revocation of Certification or Statements:

The Engineer shall have the right to revoke any certification, statements or professionally sealed documents or plans if Engineer is made aware of any unauthorized or prohibited use by the Owner. The Owner assumes the risk of any damages arising from such unauthorized or prohibited use of the Engineer's property or Instruments of Service.

7. Assignment:

The Agreement shall be binding upon the parties, their successors and assigns. The Owner shall not assign or transfer this Agreement or any interest herein without the prior written consent of the Engineer, with the exception that Owner shall always be permitted to assign this Agreement to a related party or affiliate of Owner, or to a lender or financier of Owner or to the Project. The Engineer may, without the consent of the Owner, assign or transfer this Agreement to any subsidiary or affiliate of the Engineer, or subcontract any portion of the services hereunder, in whole or in part.

8. Severability:

The provisions of this Agreement shall be severable and, if any provision hereof shall be determined by any court of competent jurisdiction to be invalid, such determination shall not effect or invalidate the remainder hereof.

9. Entire Agreement:

Each party hereto acknowledges its full understanding of this Agreement and the letter proposal, and that there are no verbal promises, understandings or other agreements in connection herewith. All previous negotiations and agreements between the parties are merged into this Agreement and the letter proposal, which, in conjunction, fully and completely express the entire agreement between the parties.

10. Governing Law:

This Agreement and the letter proposal shall be governed by the laws of the State in which the Project is located.

11. Insurance:

Dynamic Engineering Consultants, P.C., and its affiliates Dynamic Traffic, LLC and Dynamic Survey, LLC shall maintain a policy of broad general and professional liability insurance, evidenced by certificate, with Owner named as an additional insured, in the following general amounts and forms of coverage, [with said amounts subject to modification upon request and Agreement with Owner]:

General Liability:	\$1,000,000 per Occurrence / \$2,000,000 Aggregate
Professional Liability:	\$5,000,000 per Occurrence / \$5,000,000 Aggregate
Products Completed Operations:	\$2,000,000 Aggregate
Worker's Compensation:	\$1,000,000 Employers Liability
Automobile Liability:	\$1,000,000
Excess Umbrella:	\$10,000,000

Dynamic Earth, LLC shall maintain a policy of broad general and professional liability insurance, evidenced by certificate, with Owner named as an additional insured, in the following general amounts and forms of coverage, [with said amounts subject to modification upon request and Agreement with Owner]:

General Liability:	\$2,000,000 per Occurrence / \$4,000,000 Aggregate
Professional Liability:	\$3,000,000 per Occurrence / \$3,000,000 Aggregate
Products Completed Operations:	\$4,000,000 Aggregate
Worker's Compensation:	\$1,000,000 Employers Liability
Automobile Liability:	\$1,000,000
Excess Umbrella:	\$5,000,000

DC Engineering Inspections, LLC shall maintain a policy of broad general and professional liability insurance, evidenced by certificate, with Owner named as an additional insured, in the following general amounts and forms of coverage, [with said amounts subject to modification upon request and Agreement with Owner]:

General Liability:	\$1,000,000 per Occurrence / \$2,000,000 Aggregate
Professional Liability:	\$1,000,000 per Occurrence / \$1,000,000 Aggregate
Products Completed Operations:	\$2,000,000 Aggregate
Worker's Compensation:	\$1,000,000 Employers Liability
Automobile Liability:	\$1,000,000
Excess Umbrella:	\$4,000,000

12. Indemnification of Owner:

To the fullest extent permitted by law, Engineer agrees to indemnify and hold the Owner harmless from any and all loss, damages, claims, penalties, causes of action, liabilities and expenses (including, but not limited to, reasonable legal expenses), arising out of or resulting from the negligence of the Engineer, or as a result of the willful misconduct of the Engineer or its Employees or assigns with respect to the performance of its services under this Agreement; provided, however, that the foregoing does not in any manner relieve Owner of its own obligations under statutory workers' compensation law and other laws regarding employer obligations as to Owner's own employees, and provided Engineer shall not indemnify Owner for such claims caused by the sole negligence or willful misconduct of the Owner, or for damages which are determined by a court of competent jurisdiction to have been caused by the contributory or comparative negligence of Owner.

13. Indemnification of Engineer:

To the fullest extent permitted by law, the Owner agrees to indemnify and hold the Engineer harmless from any and all loss, damages, claims, penalties, causes of action, liabilities and expenses (including, but not limited to, reasonable legal expenses), arising out of or resulting from the negligence of the Owner, or as a result of the willful misconduct of the Owner or its Employees or anyone for whom the Owner is responsible; provided, however, that the foregoing does not in any manner relieve Engineer of its own obligations under statutory workers' compensation law and other laws regarding employer obligations as to Engineer's own employees, and provided Owner shall not indemnify Engineer for such claims caused by the sole negligence or willful misconduct of the Engineer, or for damages which are determined by a court of competent jurisdiction to have been caused by the contributory or comparative negligence of the Engineer.

14. Means and Methods of Construction:

The Engineer is not a guarantor or insurer of the Owner's or its contractor/s work. The Engineer shall not be responsible for the means, methods, sequences, or procedures of construction selected by the Owner or its contractor/s, the safety precautions, and programs incident to the work of the Owner or its contractor/s, or compliance with OSHA or other applicable regulations. The Engineer shall not be responsible for the review or observation of the adequacy of the Owner or its contractor/s safety measures, safety conditions on the site Project or the Owner or its contractor/s means or methods of construction.

15. Non-Exclusivity:

Subject to any conflict of interest, nothing in this Agreement shall prohibit or restrict the Engineer and Owner from contracting with or being engaged in any such capacity in promoting, undertaking, providing services to or in any way being involved with another person, firm or entity.

16. Objections to Invoices:

Any objection which the Owner may have to any invoice issued by the Engineer shall be made in writing and delivered to the Engineer within Fourteen (14) days of receipt by the Owner. Nothing herein shall be deemed to alter the statute of limitations applicable to any claim that may arise under this Agreement or the letter proposal.

17. No Third-Party Beneficiaries:

Nothing contained in this Agreement, or the letter proposal shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Engineer.

18. No Consequential Damages:

Except to the extent covered by insurance, neither the Owner or the Engineer shall be liable to the other for any consequential damages incurred due to the fault of the other, regardless of the nature of the fault or whether it was committed by the Engineer or the Owner, or their respective employees, agents, sub-consultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 11, 2024
RESOLUTION SUMMARY

2024-413

Resolution authorizing the annual renewal of Vector Scheduling software for the Fire Department in the amount of \$7,766.71 utilizing Fire O&E funds.



RESOLUTION NO. 2024-413

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

RESOLUTION AUTHORIZING THE ANNUAL RENEWAL OF VECTOR SCHEDULING SOFTWARE FOR THE FIRE DEPARTMENT

WHEREAS, the City has a need to renew the Fire Department Vector Scheduling software for one year; and

WHEREAS, the City has obtained the attached quote from Target Solutions Learning LLC d/b/a Vector Solutions in the amount of \$7,766.71; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the annual renewal of Vector Scheduling software to the vendor listed above in an amount of \$7,766.71; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 4-01-25-265-000-261 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

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 renewal of Vector Scheduling software in the amount of \$7,766.71 and a copy of this Resolution shall be provided to the City Manager, CFO, Fire Chief, 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. 2024-413 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2024

CERTIFIED BY ME THIS 12th DAY OF September, 2024.

LISA ESPOSITO
CITY CLERK



TargetSolutions Learning LLC
4890 W. Kennedy Blvd.
Suite 300
Tampa, FL 33609
866-546-1212 Opt. 2
invoicing@vectorsolutions.com

Invoice

#INV97381

Doc Date: 6/7/2024

Invoice Date: 7/1/2024

Due Date: 7/31/2024

Bill To

Asbury Park Fire Department (NJ)
One Municipal Plaza
Asbury Park NJ 07712
United States

Contract

Customer ID

0014100000i4CBSAA2

Salesperson ID

Jackie DeLuca

Payment Terms

Net 30

Billing Frequency

Annually

Billing Start Date

7/1/2024

Billing End Date

6/30/2025

PO

Qty	Item	Rate	Amount
55	TSCRPRO - Vector Scheduling - Pro	91.42	\$5,028.10
1	TSCHECK-FIRESTATIONS - Vector Check It - Fire/EMS Stations Formerly TargetSolutions Check It - Fire/EMS Stations	258.93	\$258.93
16	TSCHECKIT-A - Vector Check It - Vehicles	154.98	\$2,479.68

Subtotal \$7,766.71

Tax (0%) \$0.00

Total \$7,766.71

Balance Due: \$7,766.71

For U.S. customers, Vector is required to collect and remit sales tax in various jurisdictions. Exempt customers should send completed certificates to certs@vectorsolutions.com

For a Copy of our W-9: <http://www.vectorsolutions.com/w9/TSw9-19.pdf>

Upon expiration of the initial or any Renewal Term of your Client Agreement, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Unless otherwise provided in your Client Agreement, any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.



TargetSolutions Learning LLC
 4890 W. Kennedy Blvd.
 Suite 300
 Tampa, FL 33609
 866-546-1212 Opt. 2
 invoicing@vectorsolutions.com

Invoice

#INV97381

Doc Date: 6/7/2024

Invoice Date: 7/1/2024

Due Date: 7/31/2024

Remittance Information:

Remit Checks To:

TARGET SOLUTIONS LEARNING
 PO Box 736510
 Dallas, TX 75373-6510

Courier Deposits (FedEx, UPS, etc.):

** Deposits received by courier may not post
 same day **

JPMorgan Chase (TX1-0029)
 Attn: Target Solutions Learning, LLC 736510
 14800 Frye Road, 2nd Floor
 Ft. Worth, TX 76155

Electronic Transfers Only:

JPMorgan Chase
Wire Instructions:
 Routing # 021000021
 Account # 789086375
 SWIFT code CHASUS33
 City and State New York, New York

ACH Instructions:

Routing # 072000326
 Account # 789086375

If you would like to make a secure online payment via credit card or ACH please use the below link:

[Pay Online Here](#)

Attachment: VECTOR SOLUTIONS INVOICE (2024-413 : Authorizing the Annual Renewal of Vector Scheduling Software for the Fire

Upon expiration of the initial or any Renewal Term of your Client Agreement, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Unless otherwise provided in your Client Agreement, any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.

CITY OF ASBURY PARK

Municipal Building
One Municipal Plaza
Asbury Park, NJ 07712-7000
TEL (732)775-2100 FAX (732)775-0441

3.D.7.a

REQUISITION

NO.

V-002974

S
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FIRE DEPARTMENT
800 MAIN ST.
ASBURY PARK, NJ 07712

V
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VENDOR #: TARLEA

TARGETSOLUTIONS LEARNING, LLC
D/B/A/ VECTOR SOLUTIONS
4890 W. KENNEDY BLVD SUITE 300
TAMPA, FL 33609

ORDER DATE: 08/19/24
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COS
1.00	INVOICE #INV97381	4-01-25-265-000-261	7,766.7100	7,766.7
		FIRE DEPT. Software		
			TOTAL	7,766.7

Attachment: VECTOR SOLUTIONS INVOICE (2024-413 : Authorizing the Annual Renewal of Vector Scheduling Software for the Fire

REQUESTING DEPARTMENT

DATE



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 11, 2024
RESOLUTION SUMMARY

2024-414

Resolution authorizing the City to implement the competitive contracting process to procure software and management concerning the scheduling, fee structure, payment processing and record keeping of off-duty police detail administration within the City.



RESOLUTION NO. 2024-414

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

RESOLUTION AUTHORIZING THE CITY OF ASBURY PARK TO IMPLEMENT THE COMPETITIVE CONTRACTING PROCESS TO PROCURE THE SOFTWARE AND MANAGEMENT CONCERNING THE SCHEDULING, FEE STRUCTURE, PAYMENT PROCESSING AND RECORD KEEPING OF OFF-DUTY POLICE DETAIL ADMINISTRATION WITHIN THE CITY

WHEREAS, the City of Asbury Park (the “City”) is seeking proposals from interested vendors to procure the software and management concerning the scheduling, fee structure, payment processing and record keeping of off-duty police detail administration within the City as authorized under N.J.A.C. 5:34-9.4; and

WHEREAS, the State of New Jersey, Department of Community Affairs, Division of Local Government Services has approved the City’s use of competitive contracting to procure the above-referenced services pursuant to N.J.S.A. 40A:11-4.1(k); and

WHEREAS, the method to be utilized under the “competitive contracting” process seeks to encourage competitive bidding, but affords more discretion to the City in the ranking and awarding of the proposals received; and

WHEREAS, in order to initiate the “competitive contracting” process, the Governing Body must pass a Resolution authorizing the use of this procurement method, pursuant to N.J.S.A. 40A:11-4.3(a).

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, that the “competitive contracting” process, pursuant to N.J.S.A. 40A:11-4.1, *et seq.*, is hereby authorized and shall be implemented for the purpose of receiving proposals for the above-referenced services.

BE IT FURTHER RESOLVED, that all City officials and professionals are hereby authorized and directed to undertake all actions that are necessary in order to further this process.

BE IT FURTHER RESOLVED, that following the receipt of proposals from interested vendors for said services, and the review and ranking of the proposals received in accordance with the methodology to be enumerated in the RFQ, that Mayor and Council shall consider making an award for the operation of said services at a future Council meeting(s).

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be provided to each of the following:

- a. Lillian Nazzaro, City Manager;
- b. Lisa Esposito, City Clerk;
- c. JoAnn Boos, CFO;
- d. Tracy Lizardi, Director of Purchasing; and
- e. Frederick C. Raffetto, Esq., City Attorney
- f. Guy Thompson, Deputy Chief of Police

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. 2024-414 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2024

CERTIFIED BY ME THIS 12th DAY OF September, 2024.

LISA ESPOSITO
CITY CLERK



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
 101 SOUTH BROAD STREET
 PO Box 803
 TRENTON, NJ 08625-0803

PHILIP D. MURPHY
Governor

TAHESHA L. WAY
Lieutenant Governor

JACQUELYN A. SUÁREZ
Commissioner

July 29, 2024

VIA ELECTRONIC MAIL

Lillian L. Nazzaro, Esq.
 City Manager
 City of Asbury Park
 One Municipal Plaza
 Asbury Park, NJ 07712

Dear Ms. Nazzaro:

The Division of Local Government Services has reviewed the July 16, 2024 correspondence requesting authorization for the City of Asbury Park to procure management and administration of police off-duty services through competitive contracting.

Considering the level and characteristics of the service and competition in the marketplace, the Division has concluded that the subject matter is consistent with the intent of the statutory provisions encouraging competitive contracting. On behalf of the Director, I am approving your request pursuant to N.J.S.A. 40A:11-4.1k to use competitive contracting to procure the above-referenced service.

In developing and implementing a competitive contracting process, the City must comply with the statutory (N.J.S.A. 40A:11-4.1 through 4.5) and regulatory (N.J.A.C. 5:34-4.1 et seq.) provisions of the process. While the Division will not review the actual application of the evaluation criteria or the selection of a contractor based on such criteria, the City is expected to apply the criteria in a non-discriminatory manner. Pursuant to N.J.S.A. 40A:11-4.2, the term of the contract shall not exceed five years.

If you have any questions regarding competitive contracting procedures or the within correspondence, please do not hesitate to contact our office.

Sincerely,

Aniyyah Maney
 Procurement Specialist
 Division of Local Government Services

ATM:

CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07712

PHONE: (732) 775-2100
WWW.CITYOFASBURY PARK.COM



JOHN MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
ANGELA AHBEZ-ANDERSON, COUNCILMEMBER
EILEEN CHAPMAN, COUNCILMEMBER
YVONNE CLAYTON, COUNCILMEMBER

LILLIAN L. NAZZARO, ESQ., CITY MANAGER
JOHN B. HAYES, DEPUTY CITY MANAGER
LISA ESPOSITO, RMC, CITY CLERK

July 16, 2024

Via email and regular mail

Ms. Jacquelyn Suarez,
Commissioner of the Division of Local Government Services
101 S Broad Street
Trenton, NJ 08608

Re: Software and Management Concerning the Scheduling, Fee Structure, Payment Processing
and Record Keeping of Off-Duty Police Detail Administration

Dear Commissioner Suarez,

The City of Asbury Park, New Jersey, Department of Police has a need to solicit request for competitive contracting proposals through a fair and open process from qualified service providers to provide complete software, management and administration of all off-duty police detail, including request for service, scheduling work, payroll, invoicing, finance accounts payable and collecting payments. Pursuant to N.J.S.A. 40A:11-4.1 (k), The operation, management or administration of other services, requires the approval of the Director of the Division of Local Government Services. The evaluation criteria will include cost, technical and management criteria's and shall include the following requests from service providers:

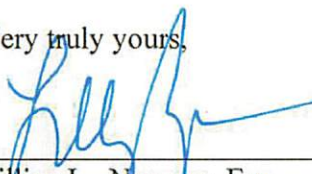
- **Cost Criteria** – Proposed administrative rate schedule which includes all out-of-pocket expenses. The stated fee shall be all-inclusive and structured via an hourly administrative fee or percentage added to each detail. Proposed software cost and annual renewal fees associated with software. (25 points)
- **Technical Criteria** – The system shall operate on a secure platform that enables clients to request officers and officers respond to request for off-duty work. Provide samples, or screenshots of the user interface for both the City and client side. (30 points)
- **Management Criteria** – The ability of personnel, facilities and equipment to complete the work. Describe the level of staffing, operating hours, the number of personnel that will be assigned to the City's account, the service providers facility and equipment. The ability to collect client payments in an effective, timely manner. The ability to accept and determine credit risk of clients as well as configure client billing accounts accordingly. The ability to remit payment to the City for details worked regardless of client payment. (30 points)

- Past Experience and Performance – Demonstrated experience administering police off-duty detail management systems. Include a list of at least three (3) references for municipalities in New Jersey. (15 points)

Based upon the above, the City of Asbury Park is looking for approval to solicit request and award a contract, up to five (5) years, for Software and Management Concerning the Scheduling, Fee Structure, Payment Processing and Record Keeping of Off-Duty Police Detail Administration. The City looks forward to your review and competitive contracting approval.

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

Very truly yours,



Lillian L. Nazzaro, Esq.
City Manager

cc: Via email to:
John B. Hayes, Deputy City Manager
Guy Thompson, Deputy Chief of Police
JoAnn Boos, CFO
Tracy Lizardi, Director of Purchasing
Lisa Esposito, City Clerk



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 11, 2024
RESOLUTION SUMMARY

2024-415

Resolution authorizing the amendment of Resolution #2024-247 authorizing the purchase of software needed for Code Enforcement for short-term rental permitting to reduce the contract amount from \$13,810.55 for three modules to \$8,283.60 for only one module.



RESOLUTION NO. 2024-415

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

RESOLUTION AUTHORIZING THE PURCHASE OF SHORT-TERM RENTAL PERMITTING SOFTWARE NEEDED FOR CODE ENFORCEMENT

WHEREAS, the City of Asbury Park adopted Resolution #2024-247 on May 22, 2024 awarding the purchase of software needed for Code Enforcement for short-term rental permitting to Granicus totaling \$13,810.55; and

WHEREAS, two of the three proposed modules have been removed from the short-term rental permitting software resulting in the contract reduction amount of \$5,526.95 and the new grand total for one module in the amount of \$8,283.60; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 4-01-22-195-000-209. 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 software needed for Code Enforcement from Granicus in the amount of \$14,638.80 and a copy of this Resolution shall be provided to the Director of Community Development, City Manager, CFO 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. 2024-415 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2024

CERTIFIED BY ME THIS 12th DAY OF September, 2024.

LISA ESPOSITO
CITY CLERK



THIS IS NOT AN INVOICE

Order Form
Prepared for
Asbury Park NJ

Procurement Vehicle: NCPA (01-115)
In Support of: Asbury Park NJ

ORDER DETAILS

Prepared By: Graeme Dempster
Phone: (415) 689-3150
Email: graeme.dempster@granicus.com
Order #: Q-372908
Prepared On: 14 Aug 2024
Expires On: 30 Sep 2024

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Billing Term End Date: 04 Jun 2025
Period of Performance: The Agreement will begin on date of signature and will continue through the end of the then current billing term.

Order #: Q-372908
Prepared: 14 Aug 2024



Order Form
Asbury Park NJ

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Terminating Subscriptions		
Solution	Quantity/Unit	Prior Annual Fee
Address Identification	0 Rental Listings	\$6,212.69
Compliance Monitoring	0 Rental Units	\$2,597.86
Custom API Integration	0 Each	\$5,000.01
SUBTOTAL:		\$13,810.56

Upon the signing of this Agreement, annual fees for the terminating subscription(s) shall cease. Any pre-paid fees for the terminating subscription(s) after the signing of this Agreement will be prorated from the signing of this Agreement to the end of the Client's then-current billing term, credited, and such credit applied to the annual fees for new subscriptions.

Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.

Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Address Identification - Setup and Configuration	Up Front	1 Each	\$0.00
Address Identification - Online Training	Up Front	1 Each	\$0.00
SUBTOTAL:			\$0.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Address Identification	Annual	1 Each	\$8,283.60
SUBTOTAL:			\$8,283.60

Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.



Order Form
Asbury Park NJ

Attachment: GRANICUS AMENDED PROPOSAL (2024-415 : Amending Reso #2024-247 authorizing the purchase of software needed for Code

Order #: Q-372908
Prepared: 14 Aug 2024



PRODUCT DESCRIPTIONS

Solution	Description
Address Identification	Our state-of-the-art software provides ongoing monitoring of short-term rental platforms including major platforms such as Airbnb, VRBO, Booking.com, and FlipKey. We continually review and update our software to align with the evolving state of the platforms to provide a comprehensive dataset. Our machine learning will deduplicate all known Listings into unique Rental Units, where our identification team will provide owner contact information for further enforcement. This product includes: - Ongoing monitoring of all listings in your jurisdiction - Updating listing activity and details on a regular basis - Screenshot activity of every active listing - Deduplication of listings into unique Rental Units - Activity dashboard and map to monitor trends and breakdown of compliance.
Address Identification - Setup and Configuration	Setup and configuration of the platform to facilitate the systematic identification of the addresses and owner's contact information for short-term rentals located in a specific local government's jurisdiction. <i>Note: The implementation timeline for Client is dependent on Granicus' receipt of all data from Client required to complete the services, including assessor data and registration files, in the format agreed upon by the parties prior to project kick-off. Any fees associated with the collection or receipt of required data will be borne by Client.</i>
Address Identification - Online Training	Virtual training session with a Granicus professional services trainer.



Order Form
Asbury Park NJ

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-372908 dated 14 Aug 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Asbury Park NJ to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- The terms and Conditions of the Agreement 01-115 effective 08 DEC 2020 between Granicus and NCPA govern this Quote and are incorporated herein by reference, including the Master Agreement and all exhibits thereto.
- Upon the effective date, this Agreement shall supersede and replace any previous agreement between the parties for the Terminating and/or Existing Subscriptions listed herein. All such prior agreements between the parties are hereby void and of no force and effect.



Order Form
Asbury Park NJ

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	☐ - No ☐ - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-372908 dated 14 Aug 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Asbury Park NJ	
Signature:	
Name:	
Title:	
Date:	



RESOLUTION NO. 2024-247

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE PURCHASE OF SHORT-TERM RENTAL PERMITTING SOFTWARE NEEDED FOR CODE ENFORCEMENT

WHEREAS, the City has a need to purchase short-term rental permitting software for Code Enforcement; and

WHEREAS, the City has obtained the attached quote from Granicus off of the Omnia Partners Software Contract 01-115 at a total cost of \$13,810.55; and

WHEREAS, the City of Asbury Park is desirous of awarding this purchase to Granicus in the amount listed above; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 4-01-22-195-000-209. 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 software needed for Code Enforcement from Granicus in the amount of \$14,638.80 and a copy of this Resolution shall be provided to the Director of Community Development, City Manager, CFO 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. 2024-247 which was finally adopted by the City Council at a meeting held on the 22nd day of May, 2024

CERTIFIED BY ME THIS 23rd DAY OF May, 2024.


 Lisa Esposito, City Clerk 5/23/2024

LISA ESPOSITO
 CITY CLERK

✓ Vote Record - Resolution 2024-247						
☒ Adopted			Yes/Aye	No/Nay	Abstain	Absent
☐ Adopted as Amended	Angela Ahbez-Anderson	Mover	☒	☐	☐	☐
☐ Defeated	Eileen Chapman	Voter	☐	☐	☐	☒
☐ Tabled	Yvonne Clayton	Voter	☐	☐	☐	☒
☐ Withdrawn	Amy Quinn	Seconder	☒	☐	☐	☐
☐ Second Reading	John Moor	Voter	☒	☐	☐	☐
☐ Resolution Failed for Lack of Seconder						



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 22, 2024
RESOLUTION SUMMARY

2024-247

Resolution authorizing the purchase of software needed for Code Enforcement for short-term rental permitting totaling \$13,810.55 from Granicus off of the Omnia Partners Co-Op utilizing code enforcement O&E funds.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 11, 2024
RESOLUTION SUMMARY

2024-416

Resolution amending the contract with S. Brother for the 2022 Roadway Improvement Program. This resolution is to charge \$402,416 to the ordinance bringing the original contract amount back to \$5,031,168.35.



RESOLUTION NO. 2024-416

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

RESOLUTION AMENDING RESOLUTION 2023-438 AND THE CONTRACT WITH S. BROTHERS FOR ROADWAY IMPROVEMENT PROGRAM

WHEREAS, on October 16, 2022 the City of Asbury Park Council approved Resolution 2022-438 supporting the grant extension from NJ DOT for the reconstruction of Monroe Avenue, Comstock Street and Eighth Avenue; and

WHEREAS, the City Council of Asbury Park awarded a contract to S. Brothers, Inc. on August 9, 2023 for 2022 Roadway Improvement Program via Resolution #2023-406; and

WHEREAS, the original contract amount approved by the City Council was in the sum of five million thirty-one thousand one hundred sixty-eight and thirty-five cents (\$5,031,168.35); and

WHEREAS, on September 13, 2023 the City of Asbury Park approved Resolution 2023-438 rescinded Resolution 2022-438 and amending the contract with S. Brothers due to the loss of NJDOT grant funding in the amount of \$402,416.00; and

WHEREAS, this resulted in a net decrease of 7.99% of the contract with a new contract amount of \$4,628,752.35; and

WHEREAS, the Chief Financial Officer has certified that funds are available in C-09-17-909-000-902 and C-09-17-909-000-904 within the Capital Fund to cover the loss of NJDOT grant funding and increasing the contract to the original amount of \$5,031,168.35 and the maximum dollar value of the pending change orders is as set forth in this resolution; and

WHEREAS, said certification has designated specifically the line-item appropriation(s) of the official budget to which the contract will be officially charged.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury Park, County of Monmouth and State of New Jersey that this contract shall not exceed the additional amount of four hundred two thousand, four hundred sixteen dollars and zero cents (\$402,416.00).

BE IT FURTHER RESOLVED that the contract between the parties referred to above

shall be amended to reflect the changes approved herein.

BE IT FURTHER RESOLVED that a certification of availability of funds shall be attached to the original copy of this resolution and kept in the files of the City Clerk.

BE IT FURTHER RESOLVED that a copy of this Resolution be provided the CFO, S. Brothers, Inc., City Engineer, 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. 2024-416 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2024

CERTIFIED BY ME THIS 12th DAY OF September, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 11, 2024
RESOLUTION SUMMARY

2024-417

CDM Smith, Inc. is providing additional services related to the Design of Phase I Wastewater Treatment Plant Improvements that would increase the “not to exceed” amount to \$2,612,000.00 for the Project. Resiliency, WWTP Breakroom, Structural Improvements for Belt Thickener Access, Improvements for Screenings, Effluent Pump Check Valve Replacement, Additional Structural Analysis



RESOLUTION NO. 2024-417

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

RESOLUTION AMENDING THE SCOPE OF ENGINEERING SERVICES TO BE PERFORMED BY CDM SMITH, INC., RELATING TO THE DESIGN OF PHASE I WASTEWATER TREATMENT PLANT IMPROVEMENTS IN ORDER TO INCLUDE SYSTEM, RESILIENCY, WWTP BREAKROOM, STRUCTURAL IMPROVEMENTS FOR BELT THICKENER ACCESS, IMPROVEMENTS FOR SCREENINGS, EFFLUENT PUMP CHECK VALVE REPLACEMENT, ADDITIONAL STRUCTURAL ANALYSIS

WHEREAS, on October 25, 2023, the City of Asbury Park (the “City”) adopted Resolution No. 2023-493 authorizing the award of a professional services contract to CDM Smith, Inc. (also referenced as the “Contractor”) to provide Special Project Engineering Services (the “services”) related to the Design of Phase I Wastewater Treatment Plant Improvements (the “Project”), for an amount not to exceed \$2,270,000.00; and on August 14, 2024 the City of Asbury Park adopted Resolution 2024-401 for additional services in the amount of \$125,200.00.

WHEREAS, it is necessary to amend the scope of the services for the Project to include odor control related work (the “additional services”); and

WHEREAS, the City has received a proposal for the additional services from the Contractor, dated August 22, 2024, in the amount of \$216,800, a copy of which is attached hereto as Exhibit “A”; and

WHEREAS, the additional services would increase the “not to exceed” amount referenced above to \$2,612,000.00 for the Project; and

WHEREAS, the City’s Chief Financial Officer has certified that funds will be available in the American Rescue Plan Account G-02-43-956-022-206 and Sewer Operating Account 4-07-55-502-000-218 and the maximum dollar value of the contract is as set forth above; and

WHEREAS, the Mayor and City Council wish to authorize the Contractor to perform the additional services related to the Project pursuant to Exhibit “A”; and

WHEREAS, the Mayor and City Council also wish to authorize the execution of an Agreement, in a form satisfactory to the City Attorney, in order to memorialize the terms and conditions associated with the Project, as amended.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. That the Mayor and City Council hereby authorize the Contractor to perform the additional services related to the Project pursuant to Exhibit “A.”
2. That the new “not to exceed” amount (relating to the overall cost of the services) shall be \$2,612,000.00 for the Project.
3. That the Mayor is hereby authorized to execute, and the City Clerk to attest, an Agreement in a form which is satisfactory to the City Attorney, in accordance with the provisions set forth above.
4. That a certified copy of this Resolution shall be provided to each of the following:
 - a. CDM Smith, Inc.;
 - b. Lillian L. Nazzaro, Esq., City Manager;
 - c. JoAnn Boos, CFO;
 - d. Tracy Lizardi, Director of Purchasing, QPA/Assistant CFO;
 - e. Rudy Corona, WWTP Superintendent; and
 - f. Frederick C. Raffetto, Esq., Municipal Attorney.

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. 2024-417 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2024

CERTIFIED BY ME THIS 12th DAY OF September, 2024.

LISA ESPOSITO
CITY CLERK



September 4, 2024

Ms. Lillian L. Nazzaro, Esq.
City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712

Subject: Wastewater Treatment Plant Improvement Project Contract Amendment Proposal for Engineering Services for Design of Phase I Wastewater Treatment Plant Improvements Contract Scope Amendment No. 2

Dear Ms. Nazzaro:

Thank you for the opportunity to continue providing engineering services to the City of Asbury Park. As we continue to move forward with the Phase I Wastewater Treatment Plant (WWTP) Improvements Contract we are now able to better define the work outlined in the original Contract and address concerns brought to our attention by City staff and as discussed during our project meetings.

Items in this amendment include the following:

 HVAC

- An allowance was included in the original Contract to cover the engineering services for HVAC design. This Contract Amendment provides a detailed breakdown of the scope of work and effort associated with the HVAC upgrades at the WWTP. The budget included in the original Contract is adequate for the detailed scope of work required under this Contract.

 Resiliency

- NJDEP released the new Coastal Flood Hazard rules in January 2024, which is after the project proceeded. Now that we understand the requirements of the new rules, this Contract Amendment describes the scope and effort associated with this task. This Contract Amendment includes a budget of \$46,300 for resiliency related scope evaluations required for all projects seeking funding from the New Jersey Infrastructure Bank.

 WWTP Break Room Improvements, Lower-Level Bathroom Rehabilitation, and Decommissioning of Bathroom Near WWTP Influent End

- During the early stages of the original Contract, utilization of the to be abandoned electrical room for breakroom/locker room redesign, replacing fixtures, finishes, and lighting in the lower-level bathroom, and removing fixtures and isolate piping connections in the bathroom near the influent end of the WWTP were identified as being beneficial for incorporation into the Contract Amendment the WWTP Superintendent and CDM Smith. This Contract Amendment includes a budget of \$41,400 for these facility upgrades.



Ms. Nazzaro
September 4, 2024
Page 2

- Structural and Architectural Improvements for Belt Thickener Access
 - During development of the Basis of Design Report and coordination with manufacturers of gravity belt thickeners, modifications to the north wall of the sludge thickener room will be required for the installation, operation, and maintenance of new equipment with access from the existing north facing parking area. This Contract Amendment includes a budget of \$24,700 for Sludge Thickener Room related scope.
- Additional Structural Analysis
 - Upon review of the NJ Rehabilitation Code, a building structural analysis was required for the proposed electrical room addition on the roof of the WWTP. This Contract Amendment includes a budget of \$28,800 for the more in-depth structural analysis of the existing structures capacity to support the new electrical room.
- Improvements for Screenings Building Additional
 - To accommodate the screening improvements, additional structural details are required to accommodate a small building expansion on the west side of the building for equipment and container loading. Following a geotechnical analysis, the assumed slab foundation for this structure will need to be replaced by a higher capacity pile-based foundation. It is likely Asbury Park will receive Community Development Funds for this portion of the project; therefore, costs also include separating bid proposal items and specifications to accommodate grant requirements. This Contract Amendment includes a budget of \$66,000 for screenings building addition related scope.
- Effluent Pump Check Valve Replacement
 - Hydraulic analysis and design of replacement effluent check valves. This Contract Amendment includes a budget of \$9,600 for check valve replacement related scope which was requested by WWTP staff to be included in this contract.

These disciplines as well as other more minor aspects of the design amount to a \$216,800 increase in our upper limit for the project. These aspects of the design are considered necessary to meet the goals of the project. A detailed summary of the revised work breakdown associated with this amendment will be provided as backup to this Contract Amendment.



Ms. Nazzaro
September 4, 2024
Page 3

Should you have any questions or require additional information please do not hesitate to reach out to me at (732) 590-2748 or Ballardca@cdmsmith.com.

Sincerely,

Christine A Ballard

Christine A. Ballard, PE
Vice President
CDM Smith Inc.

cc: Gregory Schweikert, WWTP Superintendent
Rudy Corona, WWTP Superintendent
JoAnn Boos, CFO
Adam Minichelli, CDM Smith



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 11, 2024
RESOLUTION SUMMARY

2024-418

Resolution of the Mayor & City Council of The City of Asbury Park to enter into a Professional Services Agreement with Public Resources Advisory Group (PRAG) for the Provision of RAB Administration Services including PHM Sunset Park Urban Renewal LLC (Pulte Block 4205) in the amount of \$10,000.00.



RESOLUTION NO. 2024-418

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

**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 FOR PHM SUNSET PARK URBAN RENEWAL LLC (PULTE
BLOCK 4205)**

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

WHEREAS, the City of Asbury Park (the “City”) has designated certain redevelopment projects, including PHM Sunset Park Urban Renewal LLC (Pulte Block 4205) as within the City’s Redevelopment Area Bond (“RAB”) program; and

WHEREAS, the City desires to retain a financial advisor to provide administrative services related to the PHM Sunset Park Urban Renewal LLC (Pulte Block 4205) within the City’s RAB program; and

WHEREAS, a proposal, dated August 15, 2024 from Wendell G. Gaertner, Senior Managing Director, Public Resources Advisory Group (“PRAG”), attached hereto and made a part hereof, with principal offices located at 150 Second Avenue North, Suite 400, St. Petersburg, Florida, 33701, was submitted to provide these services; and

WHEREAS, the City of Asbury Park has reviewed the proposal submitted and has determined that the PRAG proposal, attached hereto and made a part of, meets the needs of the City; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40:11-1 et seq.) authorizes contracts for the provision of “Professional Services,” which may be awarded without public advertising and competitive bidding, provided a brief notice of the nature, duration, service and amount of contract is published, and that the Resolution and contract are kept on file and available for public inspection; and

WHEREAS, the City desires to engage Public Resources Advisory Group (“PRAG”) as an independent municipal advisor to perform administrative services related to the City’s Redevelopment Area Bond (“RAB”) program upon the satisfaction of all conditions set forth

under the several trust indentures and special assessment agreements; and

WHEREAS, financial services are professional services, exempt from the requirement for public bidding, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(I); and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et. seq.) requires that notice of the award of contracts for “Professional Services” without competitive bidding must be published in a local newspaper; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Asbury Park,

1. The Mayor of the City of Asbury Park, in the County of Monmouth (the "Mayor" and together with the City Manager and Chief Financial Officer of the City, an "Authorized Officer") is hereby authorized and directed, upon satisfaction of all conditions set forth under the several trust indentures and special assessment agreements, to execute the Agreement in the form attached hereto with Public Resources Advisory Group (“PRAG”), with offices at 150 Second Avenue North, Suite 400, St. Petersburg, Florida, 33701, to provide financial advisory services related to the City’s Redevelopment Area Bond (“RAB”) program, in an amount not to exceed Ten Thousand Dollars (\$10,000.00) without further authorization, and with such changes, insertions and omissions thereto as the Mayor, after consultation with counsel to the City and redevelopment counsel to the City, deems in the Mayor’s sole discretion to be necessary or desirable for the execution thereof, which authorization thereof shall conclusively evidence the Mayor’s consent to any such changes thereto.

2. The term of this contract shall expire upon the closing of the RAB or upon earlier written notice by the City and subject to annual renewal by resolution of the Municipal Council of the City of Asbury Park.

3. This contract amends Public Resources Advisory Group ("PRAG") engagement letter dated June 29, 2023 adopted via Resolution 2023-390.

3. This contract is being awarded pursuant to the procedures of the State Pay-to-Play Law (N.J.S.A. 19:44A-20.5) and pursuant to the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-5(1)(a)(I)).

4. Sufficient funds, for the purpose set forth herein above, are available pursuant to the City’s Redevelopment Area Bond (RAB) documents and the Special Assessment documents.

5. A fully executed copy of this Agreement shall be maintained on file in the Office of the City Clerk, and shall be made available for public inspection.

6. A notice of this action shall be published in the newspaper authorized by law to publish a legal advertisement and as required by law within ten (10) days of the adoption of this Resolution.

7. This resolution shall take effect upon satisfaction of all conditions set forth under the several trust indentures and special assessment agreements, and as provided by law.

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. 2024-418 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2024

CERTIFIED BY ME THIS 12th DAY OF September, 2024.

LISA ESPOSITO
CITY CLERK



150 SECOND AVENUE NORTH, SUITE 400
ST. PETERSBURG, FLORIDA 33701
TEL: (727) 822-3339 | FAX: (727) 822-3502

PUBLIC RESOURCES ADVISORY GROUP

August 15, 2024

Lillian L. Nazzaro, Esq., City Manager
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

Re: City of Asbury Park Waterfront Redevelopment Area; Redevelopment Area Bonds Administrative Services – PHM Sunset Park Urban Renewal LLC (Pulte Block 4205)

Dear Ms. Nazzaro,

The purpose of this engagement letter (the "Agreement") is to document the relationship between Public Resources Advisory Group, Inc. ("PRAG") and the City of Asbury Park ("the City") specific to the issuance of Redevelopment Area Bonds ("RABs"). The City's Redevelopment Area Bonds, Series 2024D (Waterfront Redevelopment Area Infrastructure Project Non-Recourse) is currently expected to close on October 9, 2024. As you are aware, separately the City retains PRAG to perform administrative services in calculating annual special assessments and PILOTs for existing completed projects within the City's Waterfront Redevelopment Area ("WRA"). We understand the City is in process of entering the WRA's next phase with the Pulte Project, consisting of 28 residential townhome units, located at 205 Sunset Avenue/1401 Kingsley Street, Block 4205, Lots 2 and 3 within the City. The City desires to utilize PRAG as an independent municipal advisor to perform services related to the City's issuance of RABs.

PRAG

PRAG is an independent financial advisory firm and a leading national financial advisor, having advised issuers on over \$1 trillion of financings for a variety of purposes, including redevelopment projects and tax increment financing. Since the firm's inception in 1985, PRAG has continuously provided independent and in-depth financing advice to state and local governments, authorities, and agencies nationwide. PRAG is registered as a Municipal Advisor with the Securities Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB").

Scope of Services

PRAG's scope of services to the City for this engagement will include the following:

- a. Assist the City with the review of the Private Placement Memorandum ("PPM") that will accompany RAB issuance(s);
- b. Review the executed Special Assessment Agreement and Financial Agreement related to the Pulte Project,
- c. Review the special assessment methodology and analysis report (the "Special Assessment Report") that is expected to be completed by an outside consultant as part of RAB issuance(s);

INDEPENDENT FINANCIAL ADVISORS



Scope of Services (continued)

- d. Review the outside consultant's assumptions included within their Special Assessment Report;
- e. Verify that the Pledged Portion and Unpledged Portion special assessment calculations within the Special Assessment Report are performed in accordance with the formulas defined in the Special Assessment Agreement and Financial Agreement related to the RABs;
- f. Other services as directed by the City; and,
- g. Attend in-person meetings and conference calls at the request of the City; however, it is expected that PRAG's work will be performed off-site.

Plan of Engagement

I will serve as Project Supervisor and Mickey Johnston will serve as Project Manager. It is anticipated that most of the work will be performed at the Project Manager level.

Compensation

PRAG will be paid \$10,000 for each RAB series the City issues. PRAG will not charge the City for any clerical functions performed by PRAG's internal administrative staff. If the Scope of Services must expand, we will promptly communicate this to the City.

While PRAG expects to perform its work off-site, PRAG may charge the City for certain expenses incurred. Expenses shall include, but are not limited to, travel, hotel, and meals, air freight and courier charges, teleconferencing charges, allocation of computer software and information services. In no event will expenses exceed \$500 without the approval of the City.

Term

Unless extended in writing by both parties, this Agreement specific to Pulte RABs will terminate upon the closing of the RABs or upon earlier written notice by the City.

Required Disclosures

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal events or disciplinary history material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, PRAG has provided Appendix A attached hereto which includes the required disclosures.



We look forward to continuing our relationship with the City and working with you on the RAB project(s).

Sincerely,
PUBLIC RESOURCES ADVISORY GROUP, INC.

A handwritten signature in black ink that reads "Wendell G. Gaertner".

Wendell G. Gaertner
Senior Managing Director

Accepted:
The City of Asbury Park

Signature: _____
Printed Name: _____
Title: _____



APPENDIX A

Disclosure of Conflicts of Interest and Legal or Disciplinary Events (G-42)

Pursuant to Municipal Securities Rulemaking Board (“MSRB”) Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, among other things, conflicts of interest and any legal or disciplinary events of Public Resources Advisory Group, Inc. (“PRAG”) and its associated persons. Accordingly, PRAG makes the following general disclosures with respect to conflicts of interest.

Conflicts of Interest (G-42)

Compensation-Based Conflicts: PRAG’s compensation may include a single or a variety of fee structures. Each of these arrangements may create a conflict as defined by MSRB Rule G-42. PRAG’s fees may be based on the size of the issue, and the payment of such fees may be contingent upon the delivery of the issue. While this form of compensation is customary in the municipal securities market, this may present a potential conflict of interest because it could create an incentive for PRAG to recommend unnecessary financings or financings that are disadvantageous to the client.

PRAG may also charge fees in a fixed amount as a retainer for services or as a transaction fee, and this arrangement could provide PRAG an incentive to recommend less time-consuming alternatives or fail to do a thorough analysis of the alternatives. In addition, fees may be paid based on hourly fees of PRAG’s personnel, with the aggregate amount equaling the number of hours worked by such personnel times agreed-upon hourly billing rate(s). This presents a potential conflict of interest because PRAG may have the incentive to spend more time than necessary on an engagement. If the hourly fees are subject to a maximum amount, the potential conflict of interest arises because of the incentive for PRAG to fail to do a thorough analysis of alternatives and/or recommend alternatives that would be less time-consuming for PRAG staff.

Other Municipal Advisor Relationships: PRAG serves a wide variety of other clients that may, from time to time, have interests that could have a direct or indirect impact on the interests of another PRAG client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, PRAG could potentially face a conflict of interest arising from these competing client interests.

With respect to all of the conflicts disclosed above, PRAG mitigates such conflicts through its adherence to its fiduciary duty to the client, which includes a duty of loyalty to the in performing all municipal advisory activities. This duty of loyalty obligates PRAG to deal honestly and with the utmost good faith with you and to act in your best interests without regard to PRAG’s financial or other interests.

If PRAG becomes aware of any additional potential or actual conflict of interest prior to, or during an engagement, PRAG will disclose the detailed information in writing within a timely manner.

Disclosure of Legal or Disciplinary Events (G-42)

PRAG has no legal or disciplinary events to disclose.

Other Required Disclosure (G-10)

The MSRB website at www.msrb.org, includes the Municipal Advisory client brochure that describes the protections that may be provided by the MSRB Rules and how to file a complaint with an appropriate regulatory authority.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 11, 2024
RESOLUTION SUMMARY

2024-419

Resolution approving change order #2 for the 2022 Roadway Improvements Program in the amount of \$9,8000.00. This change order represents two tree removals at Bangs Avenue and Comstock Street.



RESOLUTION NO. 2024-419

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

RESOLUTION APPROVING CHANGE ORDER #2 FOR THE 2022 ROADWAY IMPROVEMENT PROGRAM

WHEREAS, the City Council of Asbury Park awarded a contract to S Brothers, Inc. August 9, 2023 for 2022 Roadway Improvements Program via Resolution #2023-406; and

WHEREAS, the original contract amount approved by the City Council was in the sum of five million thirty-one thousand one hundred sixty-eight and thirty-five cents (\$5,031,168.35); and

WHEREAS, the City has approved, via Resolution 2024-396, Change Order #1 resulting in an additional amount of eighty-two thousand nine hundred fifty dollars and zero cents (\$82,950.00) to the contract; and

WHEREAS, the City Engineer is requesting Change Order #2 in the amount of \$9,8000.00; and

WHEREAS, Change Order #1 represents two tree removals at Bangs Avenue and Comstock Street; and

WHEREAS, the execution of Change Order No. 1 will not cause the originally awarded contract price to be exceeded by more than 20% ;and

WHEREAS, the Chief Financial Officer has certified there are sufficient funds in the Capital account C-09-17-909-000-902 to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury Park, County of Monmouth and State of New Jersey that this Change Order 2 shall not exceed nine thousand eight hundred dollars and zero cents (\$9,8000.00).

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute Change Order Number 2 on behalf of the Governing Body.

BE IT FURTHER RESOLVED that the contract between the parties referred to above

shall be amended to reflect the changes approved herein.

BE IT FURTHER RESOLVED that a certification of availability of funds shall be attached to the original copy of this resolution and kept in the files of the City Clerk.

BE IT FURTHER RESOLVED that a copy of this Resolution be provided S. Brothers, Inc., City Engineer, City Manager, CFO and City 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. 2024-419 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2024

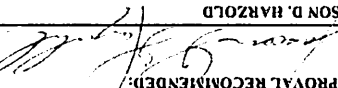
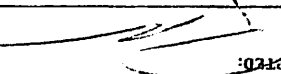
CERTIFIED BY ME THIS 12th DAY OF September, 2024.

LISA ESPOSITO
CITY CLERK

CHANGE ORDER NO. 2

DATE:	August 30, 2024
PROJECT:	2022 Roadway Improvement Program
OWNER:	City of Asbury Park
CONTRACTOR:	S. Brothers, Inc.

DESCRIPTION OF CHANGE:	
REDUCTIONS:	
EXTRA:	
SUPPLEMENTARY:	SA-12 Tree Removals (2) at Bangs Ave. and Comstock St.

APPROVAL RECOMMENDED:		SEE ATTACHED DETAIL		ADDITIONAL	REDUCTION
 JASON D. HARZOLD PRINCIPAL PROJECT MANAGER		A. TOTAL REDUCTIONS THIS C.O.		XXXXXXXXXXXX	\$0.00
		B. TOTAL EXTRAS THIS C.O.		\$0.00	XXXXXXXXXXXX
		C. TOTAL SUPPLEMENTARY THIS C.O.		\$9,800.00	XXXXXXXXXXXX
 S. Brothers, Inc. CONTRACTOR:		TOTALS THIS C.O.		\$9,800.00	\$0.00
		NET CHANGE THIS CHANGE ORDER		\$9,800.00	\$0.00
		PREVIOUS CHANGE ORDERS		\$82,950.00	\$0.00
		TOTAL CHANGE ORDERS TO DATE		\$92,750.00	\$0.00
		NET CHANGE IN CONTRACT		\$92,750.00	\$0.00
OWNER'S APPROVALS:					
ACCEPTED:					
NOTE: All work to be done according to Contract Specifications:					

NOTE: All work to be done
according to Contract
Specifications.

ORIGINAL CONTRACT BID PRICE	\$5,031,168.35
CHANGE ORDERS TO DATE	\$92,750.00
REVISED CONTRACT PRICE	\$5,123,918.35

CHANGE ORDER NO. 2

SHEET NO. 2 OF 2

PROJECT NO. ASPK-00785

PROJECT:

2022 Roadway Improvement Program

OWNER:

City of Asbury Park

CONTRACTOR:

S. Brothers, Inc.

[illegible]

S BROTHERS INC.

PO Box 317
South River NJ 08882**Estimate**

Date	Estimate #
8/23/24	3097

Name / Address
City of Asbury Park One Municipal Plaza Asbury Park, NJ 07712

				Project
Item	Description	Qty	Rate	Total
1	Project: 1101 Bangs Avenue - Tree Removal LS - Removal of tree and stump at 1101 Bangs Avenue	1	6,700.00	6,700.00
If you agree with estimate please sign it and email it back to Sbrothers1@hotmail.com			Total	\$6,700.00

Attachment: CHANGE ORDER 2 - ROADWAY IMPROVEMENT PROGRAM (2024-419 : Change Order #2 for the 2022 Roadway Improvement

S BROTHERS INC.

PO Box 317
South River NJ 08882**Estimate**

Date	Estimate #
8/23/24	3098

Name / Address
City of Asbury Park One Municipal Plaza Asbury Park, NJ 07712

				Project
Item	Description	Qty	Rate	Total
1	Project: Asbury Park - Additional Tree - Comstock LS - 1 additional tree, size 24" - 30"	1	3,100.00	3,100.00
If you agree with estimate please sign it and email it back to Sbrothers1@hotmail.com			Total	\$3,100.00

Attachment: CHANGE ORDER 2 - ROADWAY IMPROVEMENT PROGRAM (2024-419 : Change Order #2 for the 2022 Roadway Improvement



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 11, 2024
RESOLUTION SUMMARY

2024-420

Resolution approving change order #11 for Memorial Drive Improvements in the amount of \$0.00 representing various reductions and increases to reflect installed as-built quantities.

**RESOLUTION NO. 2024-420**

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

**RESOLUTION APPROVING CHANGE ORDER 11 FOR MEMORIAL DRIVE
IMPROVEMENTS PROJECT**

WHEREAS, the City Council of Asbury Park awarded a contract to Lucas Brothers Inc. on November 22, 2022 for Memorial Drive Improvements Project via Resolution #2022-464; and

WHEREAS, the original contract amount approved by the City Council was in the sum of three million eight hundred twenty-one thousand eight hundred twenty-one dollars (\$3,821,821.00); and

WHEREAS, the City had approved via Resolution 2023-173 Change Order #1 and had no change to the contract amount of \$3,821,821.00; and

WHEREAS, the City had approved via Resolution 2023-306 Change Order #2 and had no change to the contract amount of \$3,821,821.00; and

WHEREAS, the City had approved via Resolution 2023-306 Change Order #3 and had no change to the contract amount of \$3,821,821.00; and

WHEREAS, the City had approved via Resolution 2023-351 Change Order #4 and had no change to the contract amount of \$3,821,821.00; and

WHEREAS, the City had approved via Resolution 2023-385 Change Order #5 and had no change to the contract amount of \$3,821,821.00; and

WHEREAS, the City had approved via Resolution 2023-429 Change Order #6 and had no change to the contract amount of \$3,821,821.00; and

WHEREAS, the City had approved via Resolution 2023-472 Change Order #7 and had no change to the contract amount of \$3,821,821.00; and

WHEREAS, the City had approved via Resolution 2023-506 Change Order #8 and had no change to the contract amount of \$3,821,821.00; and

WHEREAS, the City had approved via Resolution 2023-553 Change Order #9 and had no change to the contract amount of \$3,821,821.00; and

WHEREAS, the City had approved via Resolution 2024-136 Change Order #10 and increased the contract amount to \$3,963,529.75; and

WHEREAS, the City Engineer is requesting Change Order #11 representing various reductions and increases to reflect installed as-built quantities resulting in a zero (\$0.00) dollar net change to the contract; and

WHEREAS, the Chief Financial Officer has certified that funds are available in C-09-17-906-000-902 and C-09-17-906-000-903 within the Capital Fund and the maximum dollar value of the pending change orders is as set forth in this resolution; and

WHEREAS, said certification has designated specifically the line-item appropriation(s) of the official budget to which the contract will be officially charged.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury Park, County of Mayor and State of New Jersey that Change Order 11 shall not exceed zero dollars and zero cents (\$0.00).

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute Change Order Number 11 on behalf of the Governing Body.

BE IT FURTHER RESOLVED that the contract between the parties referred to above shall be amended to reflect the changes approved herein.

BE IT FURTHER RESOLVED that a certification of availability of funds shall be attached to the original copy of this resolution and kept in the files of the City Clerk.

BE IT FURTHER RESOLVED that a copy of this Resolution be provided the CFO, Lucas Brothers Inc., City Engineer, 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. 2024-420 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2024

CERTIFIED BY ME THIS 12th DAY OF September, 2024.

LISA ESPOSITO
CITY CLERK

T&M ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS
ELEVEN TINDALL ROAD
MIDDLETOWN, NEW JERSEY 07748

SHEET NO. 1 OF 2
PROJECT NO. ASPK-00772

CHANGE ORDER NO. 11

DATE:

August 9, 2024

PROJECT:

Memorial Drive Improvements

OWNER:

City of Asbury Park

CONTRACTOR:

Lucas Brothers, Inc.

DESCRIPTION OF CHANGE:

REDUCTIONS:

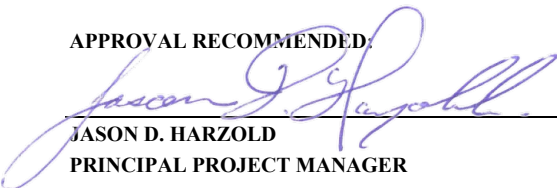
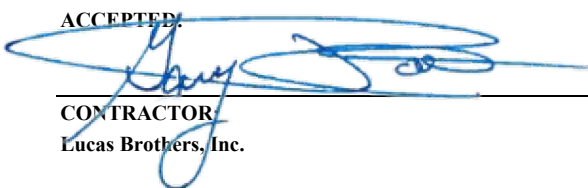
Various Items Reduced to Reflect As-Built Quantities

EXTRA:

Various Items Increased to Reflect As-Built Quantities

SUPPLEMENTARY:

Various Items Added to Reflect As-Built Quantities

APPROVAL RECOMMENDED:	SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
 JASON D. HARZOLD PRINCIPAL PROJECT MANAGER	A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$77,047.00
 ACCEPTED: CONTRACTOR Lucas Brothers, Inc.	B. TOTAL EXTRAS THIS C.O.	\$8,718.95	XXXXXXXXXXXX
	C. TOTAL SUPPLEMENTARY THIS C.O.	\$68,328.05	XXXXXXXXXXXX
OWNER'S APPROVALS:	TOTALS THIS C.O.	\$77,047.00	\$77,047.00
	NET CHANGE THIS CHANGE ORDER	\$0.00	\$0.00
	PREVIOUS CHANGE ORDERS	\$558,673.06	\$416,964.31
	TOTAL CHANGE ORDERS TO DATE	\$635,720.06	\$494,011.31
NOTE: All work to be done according to Contract Specifications.	NET CHANGE IN CONTRACT	\$141,708.75	\$0.00

ORIGINAL CONTRACT BID PRICE		\$3,821,821.00
CHANGE ORDERS TO DATE	3.71%	\$141,708.75
REVISED CONTRACT PRICE		\$3,963,529.75

CHANGE ORDER NO. 11

SHEET NO. 2 OF 2
PROJECT NO. ASPK-00772

PROJECT:

Memorial Drive Improvements

OWNER:

City of Asbury Park

CONTRACTOR:

Lucas Brothers, Inc.

	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT
R E D U C T I O N	3	Inlet Filter, Type 1	10.00	Unit	\$0.01	\$0.10
	7	Construction Signs	62.19	SF	\$15.00	\$932.85
	14	DGA Base Course, 4" Thick (If & Where Directed)	2979.00	SY	\$1.95	\$5,809.05
	29	Combination Concrete Curb and Gutter	25.00	LF	\$45.00	\$1,125.00
	31	Concrete Driveway, Reinforced, 6" Thick	110.30	SY	\$90.00	\$9,927.00
	33	Reset Valve Box (As Directed)	29.00	Unit	\$200.00	\$5,800.00
	34	6" Bollard	6.00	Unit	\$850.00	\$5,100.00
	35	4" Polyvinyl Chloride Sewer Pipe Lateral (Replacement)	77.00	LF	\$85.00	\$6,545.00
	36	12" Polyvinyl Chloride Sewer Pipe	60.00	LF	\$175.00	\$10,500.00
	38	Cleanout	17.00	Unit	\$900.00	\$15,300.00
N	41	2" Rigid Metallic Conduit	26.00	LF	\$58.00	\$1,508.00
	42	3" Rigid Metallic Conduit	145.00	LF	\$100.00	\$14,500.00

A.	TOTAL REDUCTIONS	\$77,047.00
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E X T R A	28	6"x18" Concrete Vertical Curb	26.00	LF	\$32.00	\$832.00
	30	Concrete Sidewalk, 4" Thick	66.67	LF	\$85.00	\$5,666.95
	32	Detectable Warning Surface	5.55	SY	\$400.00	\$2,220.00

B.	TOTAL EXTRA	\$8,718.95
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S U P P L E M E N T A R Y	S-11	Test Pits and Investigations for Proposed Sanitary and Storm Infrastructure for Drury Lane	1.00	LS	\$12,750.00	\$12,750.00
	S-13	Temporary Striping for Winter Shutdown after HMA Base Paving	1.00	LS	\$3,906.00	\$3,906.00
	S-15	Used Car Lot Frontage Between Third and Fourth Avenues, removal of entire frontage easement asphalt and concrete. Import fill and topsoil as required. Reset fence to allow for grading to work. Placement of 4" screened topsoil, seed, fertilizer and straw matting. Labor and equipment.	1.00	LS	\$23,700.00	\$23,700.00
	S-16	Removal of existing asphalt and installation of nonveg asphalt for all handicapped ramp locations at Third and Fourth Avenues. Each side of track as per requirement of NJ Transit.	1.00	LS	\$17,600.00	\$17,600.00
	S-17	NJ Transit safety training for electricians due 1-year delays by NJ Transit for conduit under track installation delays caused by NJ Transit.	1.00	LS	\$1,807.13	\$1,807.13
	S-18	Test pits performed by traffic signal electrical subcontractor at the requirements to work on NJ Transit property to locate all NJ Transit conduit and wire, prior to directional drilling of conduit under tracks. Unforeseen cost by contractor one-day, labor, equipment, and material disposal.	1.00	LS	\$3,064.92	\$3,064.92
	S-19	NJ Transit requirements, unforeseen. Contractor request and requirements for licensed surveyor to survey five consecutive weeks of track survey to check for settlement at Third and Fourth Avenues crossings.	1.00	LS	\$5,500.00	\$5,500.00

C.	TOTAL SUPPLEMENTARY	\$68,328.05
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Attachment: Lucas Brothers - Change Order No. 11 - Signed (2024-420 : Change Order #11 for Memorial Drive Improvement Project)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 11, 2024
RESOLUTION SUMMARY

2024-421

Verizon Wireless wishes to utilize certain privately-owned properties located within the WRA for the installation of certain temporary cellular communications towers along with related equipment, in order to facilitate the increased demand for cellular services during the Sea. Hear. Now. Festival.



RESOLUTION NO. 2024-421

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

RESOLUTION AUTHORIZING THE EXECUTION OF AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT WITH NEW YORK SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS

WHEREAS, on August 17, 2022, the City of Asbury Park (the “City”) entered into a Use and License Agreement with SHN Festivals, LLC concerning the conduct of the Sea.Hear.Now Cultural Music & Art Festival (the “Festival”) to be held from Friday, September 13, 2024 through Sunday, September 15, 2024, within a designated section of the City’s waterfront redevelopment area (the “WRA”); and

WHEREAS, in connection with the Festival, New York SMSA Limited Partnership d/b/a Verizon Wireless (“Verizon”) wishes to utilize certain privately-owned properties located within the WRA for the installation of certain temporary cellular communications towers along with related equipment, in order to facilitate the increased demand for cellular services during the Festival, as set forth in the attached Indemnification and Hold Harmless Agreement (the “Agreement”); and

WHEREAS, the Mayor and City Council wish to authorize the execution of the attached Agreement, or one which is substantially similar thereto and in a form satisfactory to the City Attorney, related to this undertaking.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. That the Mayor and City Council hereby approve the attached Agreement, in accordance with the provisions set forth above.
2. That the Mayor is hereby authorized to execute, and the City Clerk to attest, the attached Agreement, or one which is substantially similar thereto and in a form satisfactory to the City Attorney, in accordance with the provisions set forth above.
3. That a certified copy of this Resolution (along with the attached Agreement) shall be provided to each of the following:

- a. Lauren D'Arcy, Gotham Communications;
- b. Lillian L. Nazzaro, Esq., City Manager;
- c. Michele Alonso, Director of Planning and Redevelopment;
- d. Greg Toro, Deputy Director of the Department of Public Works; and
- e. Frederick C. Raffetto, Esq., Municipal Attorney.

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. 2024-421 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2024

CERTIFIED BY ME THIS 12th DAY OF September, 2024.

LISA ESPOSITO
CITY CLERK

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Indemnification and Hold Harmless Agreement (the "Indemnification Agreement"), dated this _____ day of _____, 2024, by and between the City of Asbury Park (the "City"), with an address of One Municipal Plaza, Asbury Park, New Jersey 07712, and New York SMSA Limited Partnership d/b/a Verizon Wireless ("Verizon"), with an address of _____, is deemed effective as of the date written above.

[The City and Verizon shall be referenced collectively herein as the "Parties", and each individually shall be referenced as a "Party"]

This Indemnification Agreement is related to that certain Use and License Agreement between the City and SHN Festivals, LLC, dated August 17, 2022, concerning the conduct of the Sea.Hear.Now Cultural Music & Art Festival (the "Festival") to be held from Friday, September 13, 2024 through Sunday, September 15, 2024, within a designated section of the City's waterfront redevelopment area (the "WRA").

In connection with the Festival, Verizon wishes to utilize certain privately-owned properties located within the WRA for the installation of certain temporary cellular communications towers along with related equipment (collectively referenced as the "temporary COW's" and each individually referenced as a "COW"), in order to facilitate the increased demand for cellular services during the Festival. The affected properties include 1695 Kingsley Street (more commonly known and designated as Block 4306, Lots 1 and 2 on the City's Tax Map) and 210 Fifth Avenue (more commonly known and designated as Block 4104, Lot 13 on the City's Tax Map). The installation of the COW on the property located at 210 Fifth Avenue shall also include the installation of a guy wire across Kingsley Street, between Fourth Avenue and Fifth Avenue, at a height of approximately twenty-two (22) feet above the roadway. The presence of the temporary COW's (and the guy wire referenced above) at the above properties shall be limited to the time period from September 8, 2024 through September 17, 2024 (the "installation period").

In consideration for the City's granting of approvals for the installation of the temporary COW's at the properties referenced above within the WRA during the installation period, Verizon hereby agrees to indemnify, defend and hold harmless (hereinafter referred to as the "Indemnity Obligations") the City, its officers, agents, Board members, directors, employees, appointed or elected officials, departments, volunteers, insurers, brokers and professionals including but not limited to the NJ Intergovernmental Insurance Fund (collectively referenced as the "Indemnities"), from and against any and all claims, demands, causes of action, losses, liabilities, damages, expenses, suits, proceedings, judgments, costs,

penalties and defense costs including attorney's fees (collectively referenced as a "Loss"), arising from or in any way related to the temporary COW's, unless the Loss has been caused by the acts or omissions of the City or its agents. Further, Verizon covenants and agrees that its Indemnity Obligations shall survive expiration of the installation period and are independent of any policy of insurance that may be available for any Loss.

The above indemnification provisions shall be construed as broadly in favor of indemnification as permitted under New Jersey law.

Additionally, Verizon shall provide a currently dated Certificate of Liability Insurance to the City at the time of execution of the within Indemnification Agreement evidencing commercial general liability insurance with limits of \$5,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate, including contractual liability, and including the "City of Asbury Park" as an additional insured as their interest may appear under this Indemnification Agreement.

Each of the signatories below represents and warrants that they have obtained, through Board, shareholder, managing member, partner or governing body approval, or otherwise possess, the requisite legal authority to execute the within Indemnification Agreement and hereby intends to and does bind the Party on whose behalf they have provided their signatures, to the terms of the within Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Indemnification and Hold Harmless Agreement on the date first referenced above.

ATTEST/WITNESS

THE CITY OF ASBURY PARK

Lisa Esposito, City Clerk

John Moor, Mayor

**NEW YORK SMSA LIMITED PARTNERSHIP
d/b/a VERIZON WIRELESS
By CELLCO PARTNERSHIP,
ITS GENERAL PARTNER**

(Signature)

(Signature)

(Print Name)

(Title/Position)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 11, 2024
RESOLUTION SUMMARY

2024-422

This resolution is to authorize an agreement between Sackman Asset Management and the City of Asbury Park to permit a temporary parking lot in the CBD redevelopment area. The plan requires Council and planning board approval for temporary parking lots not associated with a building. It is a one year agreement for 20 parking spaces with the option to extend the agreement.



RESOLUTION NO. 2024-422

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK AUTHORIZING THE USE OF THE PROPERTIES LOCATED AT 512 SUMMERFIELD AVENUE (BLOCK 3101, LOT 3) AND 514 SUMMERFIELD AVENUE (BLOCK 3101, LOT 2) AS A PARKING LOT ON AN INTERIM BASIS AND AUTHORIZING THE ENTRY OF AN INTERIM PARKING AGREEMENT BETWEEN SACKMAN ASSET MANAGEMENT, LLC AND THE CITY

WHEREAS, Sackman Asset Management, LLC is the record owner of the real properties located at 512 Summerfield Avenue, Asbury Park, New Jersey (Block 3101, Lot 3) and at 514 Summerfield Avenue, Asbury Park, New Jersey (Block 3101, Lot 2) (collectively, the “**Properties**”); and

WHEREAS, the Properties are located within the Central Business District Redevelopment Area (the “**CBD Redevelopment Area**”), a designated area in need of redevelopment pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “**LRHL**”), and they are governed by the Central Business District Redevelopment Plan (the “**CBD Redevelopment Plan**”); and

WHEREAS, pursuant to the CBD Redevelopment Plan, property within the CBD Redevelopment Area may be used on an interim basis as a parking lot so long as such interim use is approved by both the City’s Planning Board and by the Municipal Council; and

WHEREAS, on June 6, 2023, Shared Equities, LLC and Summerfield Asset Management, LLC, other entities owned and/or controlled by Sackman Enterprises which at the time were the record owners of the Properties, filed an application with the City Planning Board and the Municipal Council (the “**Application**”) seeking approval from both entities for the combined use of the Properties on an interim basis as a twenty (20) space surface parking lot in accordance with the plans submitted with the application; and

WHEREAS, before the City acted upon the Application, Shared Equities, LLC and Summerfield Asset Management, LLC transferred their interests in the Properties to Sackman Asset Management, LLC; and

WHEREAS, the Mayor and City Council are willing to approve the use of the Properties by Sackman Asset Management, LLC on an interim basis as a parking lot subject to the terms and conditions of the Interim Parking Agreement attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park as follows:

1. The Mayor and Council hereby approve the use of the Properties by Sackman Asset Management, LLC and hereby authorize the Mayor, the City Clerk, and any other necessary City representatives to execute an Interim Parking Agreement on behalf of the City with Sackman Asset Management, LLC in substantially the form as attached hereto.
2. This Resolution shall take effect immediately.

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. 2024-422 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2024

CERTIFIED BY ME THIS 12th DAY OF September, 2024.

LISA ESPOSITO
CITY CLERK

INTERIM PARKING AGREEMENT

THIS INTERIM PARKING AGREEMENT (the “Agreement”) made this ____ day of _____, 2024 (the “Effective Date”) by and between **THE CITY OF ASBURY PARK**, a municipal corporation of the State of New Jersey, having its offices at One Municipal Plaza, Asbury Park, New Jersey 07712 (the “City”); and

SACKMAN ASSET MANAGEMENT, LLC, a limited liability company with principal offices located at 165 West 73rd Street, New York, New York 10023 (the “Owner”).

WITNESSETH

WHEREAS, the Owner is the record owner of the real properties Shared Equities located at 512 Summerfield Avenue, Asbury Park, New Jersey (Block 3101, Lot 3) and at 514 Summerfield Avenue, Asbury Park, New Jersey (Block 3101, Lot 2) (collectively, the “Properties”); and

WHEREAS, the Properties are located within the Central Business District Redevelopment Area (the “CBD Redevelopment Area”), a designated area in need of redevelopment pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “LRHL”), and they are governed by the Central Business District Redevelopment Plan (the “CBD Redevelopment Plan”); and

WHEREAS, pursuant to the CBD Redevelopment Plan, property within the CBD Redevelopment Area may be used on an interim basis as a parking lot so long as such interim use is approved by both the City’s Planning Board and by the Municipal Council; and

WHEREAS, on June 6, 2023, Shared Equities, LLC and Summerfield Asset Management, LLC, other entities owned and/or controlled by Sackman Enterprises which at the time were the record owners of the Properties, filed an application with the City Planning Board and the Municipal Council (the “Application”) seeking approval from both entities for the combined use of the Properties on an interim basis as a twenty (20) space surface parking lot in accordance with the plans submitted with the application; and

WHEREAS, before the City acted upon the Application, Shared Equities, LLC and Summerfield Asset Management, LLC transferred their interests in the Properties to the Owner; and

WHEREAS, the City is willing to approve the use of the Properties by the Owner on an interim basis as a surface parking lot, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the Owner and the City (collectively, the “Parties”) do hereby covenant and agree, each with the other, as follows:

1. **Approval of Interim Parking Lot Use.** Subject to the terms and conditions of this Agreement, the Municipal Council of the City hereby approves the use of Properties by the Owner as an interim parking lot for the term set forth herein.

2. **Term of Agreement.** The initial term of this Agreement shall be one year from the Effective Date of this Agreement.

3. **Extension Options.** The Parties shall have the option to extend the Agreement, and to thereby allow the Owner to continue to use the Properties as a parking lot on an interim basis, for up to two (2) additional one (1) year terms by the mutual written consent of the Parties. Such extensions must be requested and mutually agreed upon prior to the expiration of the applicable term.

4. **Parking Lot Details.** The Properties shall be used on an interim basis as a twenty (20) space parking lot in accordance with the plans submitted with the Application, as amended by any amended plans submitted by the Owner to the City Planning Board or any conditions that the City Planning Board places upon its approval of the Application. The parking spaces and the transformer at the Properties must be screened at the right-of-way with vegetation as required by the Asbury Park Planning Board, and the City Planning Board may impose other green infrastructure and storm water management systems as authorized under law.

5. **Restrictions on Use of Parking Lot.** The use of the interim parking lot on the Properties shall be restricted to use by the residential tenants of buildings owned by the Owner and/or by Sackman Enterprises and/or its related entities. The Owner shall not let, lease, rent or convey any such spaces to other developers or members of the general public without the express written consent of the City.

6. **Owner's Management of Parking Lot.** The Owner shall manage and operate the parking spaces created under this Agreement in a professional and responsible manner.

7. **Annual Reporting Requirements.** A report shall be submitted by the Owner to the City's Director of Planning and the Director of Transportation on an annual basis which shall demonstrate the Owner's compliance with the use restriction set forth within Section 5 of this Agreement. This report shall be in the form of a yearly rent roll that identifies each parking spot within the interim parking lot leased to a tenant of Sackman Enterprises and/or its related entities, and the building and apartment number that corresponds to each said parking spot. Unless the Parties agree otherwise, this annual report shall be submitted by the Owner to the City within thirty (30) days after the expiration of each calendar year.

8. **Agreement Contingent Upon Planning Board Approval.** This Agreement and the rights provided to the Owner herein is contingent upon Site Plan approval by the City Planning Board.

9. **Effective Date For Interim Use Of the Properties As A Parking Lot.** Upon the approval and execution of this Agreement by the Parties hereto and the City Planning Board's Site Plan approval of the Application to use the Properties as an interim parking lot, the Owner shall immediately be permitted to use the Properties as a parking lot.

10. No Liability of City for Parking Lot. The City assumes no responsibility or liability for the operation of any parking spaces created and operated on the Properties under the terms of this Agreement.

11. Cessation of Use of Properties as Interim Parking Lot. Upon expiration or termination of this Agreement, any interim uses or temporary rights approved by the City under this Agreement, including but not limited to the interim use of the Properties as a parking lot, shall immediately cease.

12. Default. The failure of the Owner to comply with any of the conditions for the use of the Properties as a parking lot on an interim basis as set forth within this Agreement shall constitute an Event of Default. Upon the occurrence of an Event of Default, the City shall provide written notice thereof to the Owner (a "Notice of Default") providing the Owner with a fourteen (14) day period to cure the Event of Default (with the fourteen days running from the date of the Notice of Default). If the Owner fails to cure the Event of Default within the specified cure period, the Owner shall be responsible to pay a monetary penalty to the City in the amount of one hundred dollars (\$100.00) per day for every day after the expiration of the cure period that the Event of Default remains uncured. Additionally, upon the occurrence of an uncured Event of Default, the City shall have the right to terminate this Agreement by providing written notice thereof to the Owner (in which event the Owner's right to use the Properties as a parking lot on an interim basis shall expire) and to take whatever other action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Owner under this Agreement.

13. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the use of the Properties as a parking lot on an interim basis.

14. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed and enforced pursuant to the laws of the State of New Jersey, without regard to its conflict of laws principles. Any action hereunder shall be brought exclusively in the Superior Court of the State of New Jersey sitting in Monmouth County, New Jersey, and the Parties hereby waive all objections to such venue.

15. Notices and Demands. A notice, demand, or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if dispatched by United States Registered or Certified Mail, postage prepaid and return receipt requested, or delivered by overnight courier or delivered personally (and receipt acknowledged) to the Parties at their respective addresses set forth herein, or at such other address or addresses with respect to the Parties or their counsel as any party may, from time to time, designate in writing and forward to the others as provided in this paragraph, with a copy contemporaneously sent via electronic mail to the addresses provided below.

If to the City:

City of Asbury Park
 Lillian Nazzaro, City Manager
 One Municipal Plaza
 Asbury Park, New Jersey 07712

If to the Owner:

Sackman Asset Management, LLC
 165 West 73rd Street
 New York, New York 10023

The Law Office of Andy Karas, Esq.
 807 Summerfield Avenue, Suite 2E
 Asbury Park, New Jersey 07712

16. Title of Articles and Sections. The titles of the several Articles and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

17. Successors Bound. This Agreement shall be binding upon the respective Parties hereto and their permitted successors and assigns.

18. Authorization. Each of the Parties hereto which are business entities represent and warrant that each has complied with all necessary formalities and the undersigned signatory has been duly authorized to execute this Agreement on behalf of such entity.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original of this Agreement but all of which, together, shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed and their corporate seals affixed and attested as of the date first written above.

CITY OF ASBURY PARK

Attest:

By: _____

By: _____

SACKMAN ASSET MANAGEMENT, LLC

Attest:

By: _____

By: _____



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 11, 2024
RESOLUTION SUMMARY

2024-423

Resolution of the Mayor & City Council of The City of Asbury Park to enter into a Professional Services Agreement with BJH Advisors for the Provision of RAB Administration Services including PHM Sunset Park Urban Renewal LLC (Pulte Block 4205) in the amount of \$16,000.00.



RESOLUTION NO. 2024-423

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH BJH ADVISORS FOR THE PROVISION OF RAB ADMINISTRATION FOR PHM SUNSET PARK URBAN RENEWAL LLC (PULTE BLOCK 4205)

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

WHEREAS, the City of Asbury Park (the “City”) has designated certain redevelopment projects, including PHM Sunset Park Urban Renewal LLC (Pulte Block 4205) as within the City’s Redevelopment Area Bond (“RAB”) program; and

WHEREAS, the City desires to retain a special assessment revenue report consultant to provide administrative services related to the PHM Sunset Park Urban Renewal LLC (Pulte Block 4205) within the City’s RAB program; and

WHEREAS, a proposal, dated August 29, 2024 from Kei Hayashi, Partner BJH Advisors attached hereto and made a part hereof, with principal offices located at 25 Park Place, 2nd Floor, New York, NY 10007 , was submitted to provide these services; and

WHEREAS, the City of Asbury Park has reviewed the proposal submitted and has determined that the BJH proposal, attached hereto and made a part of, meets the needs of the City; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40:11-1 et seq.) authorizes contracts for the provision of “Professional Services,” which may be awarded without public advertising and competitive bidding, provided a brief notice of the nature, duration, service and amount of contract is published, and that the Resolution and contract are kept on file and available for public inspection; and

WHEREAS, the City desires to engage BJH Advisors as an independent financial consultant to perform administrative services related to the City’s Redevelopment Area Bond (“RAB”) program upon the satisfaction of all conditions set forth under the several trust indentures and special assessment agreements; and

WHEREAS, financial services are professional services, exempt from the requirement for public bidding, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(I); and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et. seq.) requires that notice of the award of contracts for “Professional Services” without competitive bidding must be published in a local newspaper; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Asbury Park,

1. The Mayor of the City of Asbury Park, in the County of Monmouth (the "Mayor" and together with the City Manager and Chief Financial Officer of the City, an "Authorized Officer") is hereby authorized and directed, upon satisfaction of all conditions set forth under the several trust indentures and special assessment agreements, to execute the Agreement in the form attached hereto with BJH Advisors with offices at 25 Park Place, 2nd Floor, New York, NY 10007 to provide financial consultant services related to the City's Redevelopment Area Bond ("RAB") program, in an amount not to exceed Ten Thousand Dollars (\$16,000.00) without further authorization, and with such changes, insertions and omissions thereto as the Mayor, after consultation with counsel to the City and redevelopment counsel to the City, deems in the Mayor's sole discretion to be necessary or desirable for the execution thereof, which authorization thereof shall conclusively evidence the Mayor's consent to any such changes thereto.

2. The term of this contract shall expire upon the closing of the RAB or upon earlier written notice by the City and subject to annual renewal by resolution of the Municipal Council of the City of Asbury Park..

3. This contract is being awarded pursuant to the procedures of the State Pay-to-Play Law (N.J.S.A. 19:44A-20.5) and pursuant to the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-5(1)(a)(I)).

4. Sufficient funds, for the purpose set forth herein above, are available pursuant to the City's Redevelopment Area Bond (RAB) documents and the Special Assessment documents.

5. A fully executed copy of this Agreement shall be maintained on file in the Office of the City Clerk, and shall be made available for public inspection.

6. A notice of this action shall be published in the newspaper authorized by law to publish a legal advertisement and as required by law within ten (10) days of the adoption of this Resolution.

7. This resolution shall take effect upon satisfaction of all conditions set forth under the several trust indentures and special assessment agreements, and as provided by law.

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. 2024-423 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2024

CERTIFIED BY ME THIS 12th DAY OF September, 2024.

LISA ESPOSITO
CITY CLERK



August 29, 2024

Lillian L. Nazzaro, Esq., City Manager
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

**Re: City of Asbury Park Waterfront Redevelopment Area; Redevelopment Area Bonds
Advisory Services – PHM Sunset Park Urban Renewal LLC (Pulte Block 4205)**

Dear Ms. Nazzaro,

The purpose of this engagement letter (the "Agreement") is to document the relationship between BJH Advisors ("BJH") and the City of Asbury Park ("the City") specific to the issuance of Redevelopment Area Bonds ("RABs"). The City's Redevelopment Area Bonds, Series 2024D (Waterfront Redevelopment Area Infrastructure Project Non-Recourse) is currently expected to close on October 9, 2024. BJH has participated in many other RAB issuances, including the AP Triangle, Baltic and Aegean, Toll Brothers and Seventh Avenue deals, as a subcontractor to previous legal counsel, Archer Law. In each RAB's Private Placement Memorandum offering document, the BJH provides a report (the "BJH Report") that demonstrates to investors that the special assessments levied on the benefited unit owners sufficiently cover the debt service for the respective RAB issue. BJH now wishes to **contract with the City directly** to provide these services.

We understand the City is in the process of entering the WRA's next phase with the Pulte Project, consisting of 28 residential townhome units, located at 205 Sunset Avenue/1401 Kingsley Street, Block 4205, Lots 2 and 3 within the City. The City desires to utilize BJH as an independent consultant to perform a feasibility study regarding whether PILOT revenues will be sufficient to cover expenses and debt service related to the City's issuance of RABs.

BJH Advisors

BJH Advisors LLC ("BJH") is an economic development consultant, real estate development, and real estate advisory firm. BJH's clients represent public sector entities and private firms, including local development corporations, operating businesses, developers, and institutional non-profits. BJH regularly represents governmental entities in project financial feasibility analysis and in structuring public/private partnerships. BJH has affiliated entities that provide real estate development and commercial real estate brokerage services. Kei Hayashi and Michael Meola, senior principals of BJH, together have over 40 years of governmental and private sector development experience. Maggie Haight, principal, has over 10 years of real estate and municipal finance experience, having previously worked at the Federal Reserve Bank of New York and non-profit affordable housing developers.

BJH is a limited liability company with an office at 25 Park Place, 2nd Floor, New York, NY, 10007. BJH's legal address is 182 Dean Street, Brooklyn, New York 11217.

Scope of Services

25 Park Place
2nd Floor
New York, NY 10007

bjhadvisors.com
+1 646 573 9588

Attachment: BJH Advisors Engagement Letter (2024-423 : BJH Advisors RAB Engagement Letter)



BJH's scope of services shall include the following:

- a. Obtain all financial agreements and special assessment agreements related to the Project;
- b. Assemble all relevant data concerning the units of the Project including but not limited to number of bedrooms, square footage, and projected unit sales price according to the property Developer and as described in the special assessment agreement;
- c. Tabulate the City's annual tax rates including municipal purposes rate by tax year;
- d. Calculate the annual total special assessments levied to all units in the Project in accordance with the special assessment agreement;
- e. Calculate the pledged special assessment for all units in accordance with the corresponding special assessment agreement to determine the portion of the special assessment that the City will levy and remit to the trustee of the RABs upon collection, assuming the unit sales prices provided by the Developer and existing City tax rates;
- f. Calculate the annual PILOT payment due for all units in accordance with the corresponding financial agreement;
- g. Compare the projected annual pledged special assessment revenues to the annual principal and interest schedule of the RABs provided by the to ascertain annual debt service coverage for the life of the proposed special assessment agreement, demonstrating a coverage equal to or greater than 1.0 times;
- h. Review the City's current tax assessment and collection practices and discuss with City staff, as necessary;
- i. Assemble the Report, a methodology and analysis report that encompasses the findings; and,
- j. Attend in-person meetings and conference calls at the request of the City; however, it is expected that BJH's work will be performed off-site.

Plan of Engagement

I will serve as Project Supervisor / Partner and Maggie Haight will serve as Project Manager / Principal. It is anticipated that most of the work will be performed at the Project Manager level.

Compensation

BJH has been paid \$16,000 for each BJH Report in each RAB series the City has issued (prior to 2023, \$15,000).



Should the Client request additional service beyond the scope detailed above, BJH will be pleased to provide them at the hourly rates below (or to negotiate a separate task order based on a fixed fee should that be preferable to the Client).

BJH Hourly Rates 2024

Partner	\$435
Principal	\$320
Consultant	\$280
Senior Associate	\$260
Associate	\$215
Senior Analyst	\$195
Analyst	\$170
Analyst Intern	\$150

Term

Unless extended in writing by both parties, this Agreement specific to Pulte RABs will terminate upon the closing of the RABs or upon earlier written notice by the City.

We look forward to forming this relationship with the City and working with you on the RAB project(s).

Sincerely,

Kei Hayashi, Partner
BJH ADVISORS

Accepted:

The City of Asbury Park

Signature: _____

Printed Name: _____

Title: _____



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 11, 2024
RESOLUTION SUMMARY

2024-424

Second amendment to the redeveloper agreement to permit the change in number of units and parking spaces and for the change in impact payment.



RESOLUTION NO. 2024-424

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK TO ENTER INTO A SECOND AMENDMENT OF THE SUBSEQUENT DEVELOPER AGREEMENT WITH ASBURY PARTNERS, LLC AS MASTER DEVELOPER AND SOMERSET ASBURY PARK IN CONNECTION WITH THE REDEVELOPMENT OF THAT CERTAIN REAL PROPERTY LOCATED AT BLOCK 4105, LOT 1.01 (1209 OCEAN AND 115 FOURTH AVENUE) IN THE CITY OF ASBURY PARK (FORMERLY BLOCK 4105, LOTS 1, 2 AND A PORTION OF 3)

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

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

WHEREAS, accordingly, 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**”, a copy of which is on file with the City Clerk) with respect to the “Asbury Park Waterfront Redevelopment Area,” as same is defined in the Redevelopment Plan (the “**Redevelopment Area**”); and

WHEREAS, pursuant to the Act, 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 Act; 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 amended by the First Amendment dated June 13, 2018, and the Second Amendment dated October 3, 2019 (collectively, “**Redeveloper Agreement**”), which provide, among other things, that the Master Developer shall be responsible for the redevelopment of the

properties governed by the Redevelopment Plan, which redevelopment it may choose to undertake itself, or through agreements with selected subsequent developers; and

WHEREAS, a copy of the Redeveloper Agreement is on file with the City Clerk; and

WHEREAS, thereafter, the City, Master Developer and Somerset Asbury Park Urban Renewal, LLC (the “**Entity**”) entered into that certain Subsequent Development Agreement (“**SDA**”) dated January 25, 2023, whereby the Entity was designated as the Subsequent Developer to undertake the Project (as such term is defined in the SDA) on the Project Site located on property currently identified as Block 4105, Lot 1.01, (formerly Block 4105, Lots 1, 2 and a portion of 3); and

WHEREAS, the SDA was amended by that certain First Amendment to Subsequent Developer Agreement, dated November 15, 2023 (the “**First Amendment**”, and together with the Original SDA, the “**SDA**”); and

WHEREAS, as the Project construction drawings have advanced after the Entity’s receipt of Site Plan Approval from the City of Asbury Park Planning Board, the Entity has elected to reduce the total amount of Units proposed in the Project from 155 Units to 112 Units, which results in, *inter alia*, certain revisions to the interior of the building and a minor change to the building footprint in the northeast section of the Project; and

WHEREAS, in light of the size and scope of the Project, as well as the additional resources it will require going forward, the City has been paid an Implementation Fee of \$250,000.00 to benefit the community, including the surroundings of the Project, and pursuant to the form of the Second Amendment of the SDA attached hereto, the City will be paid a Supplemental Implementation Fee of \$483,576.00 for a Total Implementation Fee of \$733,576.00; and

WHEREAS, the Master Developer, the Entity and the City wish to enter into a Second Amendment of the SDA in order to reflect the definition and new scope of the Project and to make certain other changes as necessary and appropriate.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Asbury Park, acting as the redevelopment agency for the City of Asbury Park, as follows:

Section 1. **Recitals.** The recitals are fully incorporated herein.

Section 2. **Approval of the Second Amendment.** The Second Amendment of the Subsequent Developer Agreement in substantially the form attached hereto as Exhibit A is hereby approved.

Section 3. **Execution of the Second Amendment.** The Mayor of the City of Asbury Park, in the County of Monmouth (the “Mayor” and together with the City Manager and Chief Financial Officer of the City, an “Authorized Officer”) is hereby authorized and directed, upon the receipt from the Master Developer and the Entity of executed counterparts, and upon satisfaction of all the legal conditions precedent to the execution and delivery by the City of the Second Amendment, if any, as same is determined by the Authorized Officers in consultation

with counsel to the City, to execute the Second Amendment in substantially the form attached hereto as Exhibit A and with such changes, insertions and omissions thereto as the Mayor, after consultation with counsel to the City, including redevelopment counsel and bond counsel to the City, deems in the Mayor's sole discretion to be necessary or desirable for the execution thereof, which authorization thereof shall conclusively evidence the Mayor's consent to any such changes thereto.

Section 4. **Attestation and Sealing of the Second Amendment.** The Clerk of the City is hereby authorized and directed, upon the execution of the Second Amendment in accordance with the terms of Section 3 hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed thereupon affix the corporate seal of the City upon such document.

Section 5. **Implementation of the Second Amendment.** Upon the execution and attestation and placing of the seal on the Second Amendment as contemplated by Sections 3 and 4 hereof, the Authorized Officers are hereby authorized and directed to (i) deliver the fully executed, attested and sealed document to the other parties thereto and (ii) perform such other actions as the Authorized Officers deem necessary or desirable in relation to the execution and delivery of the Second Amendment.

Section 6. **Payment of Outstanding Costs.** This Resolution shall be effective immediately upon execution, subject to the condition of the Entity's full payment of any outstanding escrow costs related to the review of the Project and the negotiation and preparation of the Second Amendment, together with the payment of any outstanding taxes, payments or other monies which may be due and owing to the City of Asbury Park, as may be applicable.

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. 2024-424 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2024

CERTIFIED BY ME THIS 12th DAY OF September, 2024.

LISA ESPOSITO
CITY CLERK

Exhibit A

Form of Second Amendment of the Subsequent Developer Agreement

Attachment: Exhibit A Cover sheet (2024-424 : Second Amendment to the Somerset Asbury Park SDA Block 4105, lot 1.01)

SECOND AMENDMENT TO SUBSEQUENT DEVELOPER AGREEMENT

THIS SECOND AMENDMENT TO SUBSEQUENT DEVELOPER AGREEMENT (“**Second Amendment**”) made this _____ day of August, 2024 by and between

THE MAYOR AND CITY COUNCIL (together, the “**Governing Body**”) **OF THE CITY OF ASBURY PARK** (the “**City**”), in its capacity as a “redevelopment entity” pursuant to N.J.S.A. 40A:12A-4 with principal offices at 1 Municipal Plaza, Asbury Park, New Jersey 07712;

ASBURY PARTNERS, LLC in its capacity as Master Developer, pursuant to the hereinafter defined Redeveloper Agreement (the “**Master Developer**”), with principal offices at 1089 Ocean Avenue, 3rd Floor, Asbury Park, NJ 07712, along with its permitted successors and/or assigns;

AND

SOMERSET ASBURY PARK URBAN RENEWAL, LLC with principal offices located at c/o Inspired by Somerset, with an address of 101 Crawfords Corner Road, Holmdel, NJ 07733, a New Jersey limited liability company, along with its permitted successors and assigns (the “**Entity**” and, collectively with the City and Master Developer, each, a “**Party**” and collectively, the “**Parties**”).

WITNESSETH

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

WHEREAS, the Act 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**”, a copy of which is on file with the City Clerk) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan (the “**Redevelopment Area**”); and

WHEREAS, pursuant to the Act, 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 Act; and

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WHEREAS, the City and the Master Developer entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002, as amended by the First Amendment dated June 13, 2018, and the Second Amendment dated October 3, 2019 (collectively, “**Redeveloper Agreement**”), which provide, among other things, that the Master Developer shall be responsible for the redevelopment of the properties governed by the Redevelopment Plan, which redevelopment it may choose to undertake itself, or through agreements with selected subsequent developers; and

WHEREAS, the Parties entered into the Subsequent Development Agreement (“**Original SDA**”) on January 25, 2023, whereby the Entity was designated as the Subsequent Developer to undertake the Project (as defined in the SDA) on the Project Site located on property identified on the Block 4105, Lot 1.01; and

WHEREAS, the SDA was amended by that certain First Amendment to Subsequent Developer Agreement, dated November 15, 2023 (the “**First Amendment**”, and together with the Original SDA, the “**SDA**”); and

WHEREAS, as the Project construction drawings have advanced after the Entity’s receipt of Site Plan Approval from the City of Asbury Park Planning Board, the Entity has elected to reduce the total amount of Units proposed in the Project from 155 Units to 112 Units, which results in certain revisions to the interior of the building and a minor change to the building footprint in the northeast section of the Project, all as described more fully herein and in the narrative attached hereto as Exhibit A-2, which modifications necessitate an amendment to the SDA to reflect the revised scope of the “Project”; and

WHEREAS, the Entity has requested that the City amend the SDA to reflect the new definition of the Project and to make certain other changes as necessitated by the changes to the Project.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto do hereby covenant and agree, each with the other, as follows:

SECTION I. Construction. The foregoing recitals are hereby incorporated in this Second Amendment by reference as if set forth herein at length. All terms not defined herein shall have the meanings set forth in the SDA. Other than as specifically modified by this Second Amendment all other terms, conditions and obligations of the SDA shall remain unmodified and shall remain in full force and effect.

SECTION II. Amendments to SDA:

II.A. The respective definitions of “Outside Approval Date” and “Project” as set forth in Section 1.01 of the SDA, and the definition of “Building Permits Approvals Date” as set forth in Section II of the First Amendment (previously amending Section 4.03 of the SDA), are hereby respectively amended and restated in their entirety as follows:

{381058.DOCX.1}2

“Building Permits Approvals Date” shall be defined as April 1, 2025.

“Outside Approval Date” shall be defined as thirty (30) days following the Building Permits Approvals Date.

“Project” shall mean a mixed-use building containing market-rate, multifamily for-sale condominiums and ground floor retail and/or commercial space; the plans contain 112 residential condominium dwelling units, along with approximately 8,976 square feet of retail and commercial space, along the Ocean Avenue frontage; the building also contains a ground floor lobby and associated areas, indoor and outdoor recreation space, a multi-level parking structure with no less than 237 parking spaces, bicycle storage, an indoor loading area with mechanical, utility, recycling and refuse facilities, together with related site improvements, in accordance with the narrative project description attached as Exhibit A and the concept plans attached as Exhibit A-1, as modified by the narrative of revisions and revised concept plan attached hereto as Exhibit A-3.

II.B. All references in the SDA to the number of Units in the Project shall be revised to delete “155” and replace same with “112”.

II.C. All references in the SDA to the number of parking spaces in the Project shall be revised to delete “270” and replace same with “no less than 237”.

II.D. All references in the SDA to the square footage of retail and commercial space shall be revised to delete “9,390 sf” and replace same with “approximately 8,976 sf”.

II.E. Section 4.04(b) of the SDA is hereby amended to reflect that the deadline for the Entity to Complete Construction of the Project, as well as any other components of the Project, shall be by or before November 6, 2027.

II.F. Section 4.09 of the SDA is hereby amended to reflect that the Sewer charges referenced in Section 4.09(a), the Sewer Connection Fee referenced in Section 4.09(b), and the fee payable to offset the costs of affordable housing and other community initiatives in the City referenced in Section 4.09(c), shall all be based upon 112 Units within the Project.

II.G. The second to last sentence of Section 4.09(e)(iv) of the SDA is hereby amended in its entirety as follows (and the second Section 4.09(e)(iv) is renumbered as Section 4.09(e)(v)):

“As set forth in Section 6.01(d)(iii), the actual construction interest period shall be no greater than two (2) years after the issuance of the first series of RABs.

II.H. Section 4.10 of the SDA is hereby amended and restated as follows:

“The Project is one of significant size and scope, and the intensity of the Project and extended duration of the buildout will require additional focus and time from various municipal departments, in addition to impacting on-street parking during the building period. In {381058.DOCX.1}3

consideration for, and also to defray the municipal cost of these items, Master Developer has paid to the City an Implementation Fee in the aggregate amount of \$250,000.00, which was paid within five (5) business days following acquisition of the Property by Entity (the "First Implementation Fee"). In addition, in consideration of the foregoing, including the increased intensity of and municipal demand caused by the Project as revised herein, and also to defray the cost to said demand, Entity agrees to pay the City a supplemental fee equal to \$483,576.00 (the "Supplemental Implementation Fee", and together with the First Implementation Fee, the "Total Implementation Fee"), which shall be paid as follows: (1) lump sum in the amount of \$250,000.00 due and payable at the time Building Permits for the Project are issued to Entity; and (2) the balance of the Supplemental Implementation Fee in the amount of \$233,576.00 shall be due and payable in equal installments upon issuance of a Certificate of Occupancy for each Unit within the Project (i.e., \$2,085.50 per Unit will be paid to the City concurrent with the issuance of a Certificate of Occupancy for each Unit within the Project). Following the full payment of the Supplemental Implementation Fee as set forth hereinabove, the Total Implementation Fee will equal \$733,576.00.

II.I. A new Section 5.06 shall be added to the SDA, as follows:

"5.06 Short Term Rental Restriction. The Project's condominium documentation, including, but not limited to, the Master Deed and Bylaws, shall contain a restriction on the use of Units in the Project as short-term rentals, in the form substantially set forth below:

No Residential Unit shall be leased by its Owner for a period of less than four (4) consecutive months, nor used for transient or hotel purposes, which shall be defined as a rental period of less than four (4) consecutive months or any rental where the occupants are provided customary hotel services. No Unit Owner may lease less than an entire Unit. This limitation shall not be deemed to restrict the right of an Owner to permit family members of a Unit Owner from temporarily occupying the Unit from time-to-time for periods of less than four (4) consecutive months."

II.J. Sections 6.01, 6.01(d) and 6.01(d)(iii) of the SDA are hereby respectively amended and restated in their entirety as follows (for purposes of clarity and the avoidance of doubt, all provisions of Sections 6.01(a), (b), (c), (d)(i), (d)(ii), (d)(iv), and (d)(v) of the SDA shall remain in effect without change, except as expressly amended and/or supplemented in Section II.K. below):

"6.01 Automatic Termination of Subsequent Developer Agreement. As referenced in Section 1A.01, this Subsequent Developer Agreement, including, without limitation, the Entity's designation as a Subsequent Developer, shall automatically terminate, *without any further action of any Party*, if each and every of the following conditions subsequent are not completed on or before the Outside Approvals Date; provided however that with respect to Sections 6,.01(d) and 6.01(e) below, on or before the respective dates set forth therein.

"6.01(d) City has issued the first of two series of bonds (non-recourse to the City) pursuant to the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 *et seq.* with {381058.DOCX.1}4

respect to the infrastructure improvements benefitting the Project (“RABs”) on or before the Outside Approval Date.”

“6.01(d)(iii) The RABs shall be issued in two series (with a possible third series as set forth in Section 6.01(d)(v) below), with the first series issued on or before the Outside Approvals Date, and the second series issued into escrow on or before the Outside Approvals Date, but released from escrow and issued (with the concomitant payment of the bond purchase price) no later than July 1, 2026. The allocation of the par amount of the two series of RABs that are cumulatively sized based on the sales prices set forth in Exhibit H hereto (i.e., not taking account of any bond add-ons, such as costs of issuance, reserves or capitalized interest) shall be fifty percent (50%) to each such series; provided however, that if all Parties agree that market changes allow for additional RABs to be issued upon release from escrow due to a change in the anticipated sales prices from those set forth in Exhibit H, this equal sharing of the par amount rule may be waived with the written consent of all Parties. The RABs shall have a reasonable construction interest period of no greater than two (2) years from the date of issuance of the first series of RABs. The RAB purchaser will determine whether to accrue interest during the construction period, or fund it (capitalized interest) with a portion of the proceeds of the RABs. The actual construction interest period for the first series of RABs (not to exceed two (2) years from the issuance of the first series of RABs) shall be selected by the Subsequent Developer no later than the execution and delivery of the Special Assessment Agreement, based upon the Subsequent Developer’s good faith estimate of the construction period for the Project. The actual construction interest period for the second series of RABs (not to exceed two (2) years from the issuance of the first series of RABs), if any, shall be selected by the Subsequent Developer no later than the issuance of the second series of RABs based upon the Subsequent Developer’s good faith estimate of the then remaining construction period for the Project. Nothing in this Section 6.01(d)(iii) shall affect the deadlines and timeframes set forth in Sections 4.03 and 4.04 hereof.

II.K. Section 6.01(d)(ii) of the SDA shall be amended such that all references therein to RABs shall be deemed only to reference the first of the two series of RABs. Section 6.01(d)(iv) of the SDA shall be amended to include the phrase at the beginning of the subsection as follows: “Subject to Section 6.01(d)(iii),” For purposes of clarity and the avoidance of doubt, the provisions regarding the possible issuance of a third (3rd) series of RABs set forth in Section 6.01(d)(v) shall be after consideration of the Surplus Pledged Special Assessments, if any, resulting from the aggregate of the first two (2) series of RABs.

II.L. A new Section 6.01(e) shall be added to the SDA as follows:

“6.01(e) City has issued the second series of two series of RABs (i.e. released from escrow) no later than July 1, 2026.”

II.M. Exhibit H to the SDA, the assumed sales prices of the Units, is hereby amended and restated in its entirety, in the form attached hereto as Exhibit H.

SECTION III. Miscellaneous. This Second Amendment shall be implemented as follows:

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A. Entire Agreement. The SDA, as amended by this Second Amendment, contains the entire agreement of the Parties with respect to the subject matter hereof. No provision hereof may be modified or waived orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

B. Signatures/Execution. This agreement may be executed in counterparts.

[Signature Page To Follow]

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IN WITNESS WHEREOF, the parties have executed this Second Amendment to Subsequent Developer Agreement as of the date first written above.

[SEAL]

Attest:

THE CITY OF ASBURY PARK

By:_____

Name: John Moor

Title: Mayor, City of Asbury Park

Witness:

ASBURY PARTNERS, LLC

By:_____

Name:_____

Title:_____

Witness:

SOMERSET ASBURY PARK URBAN
RENEWAL, LLC

By:_____

Name:_____

Title:_____

{381058.DOCX.1}7

EXHIBIT A-3

REVISED CONCEPT PLAN AND NARRATIVE DESCRIPTION

[See attached]

{381058.DOCX.1}8

EXHIBIT H
ASSUMED UNIT SALES PRICES

{381058.DOCX.1}9

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EXHIBIT A-3
REVISED CONCEPT PLAN AND NARRATIVE DESCRIPTION

[See attached]

{380955.DOCX.4}8

June 17, 2024

Narrative of Revisions

Somerset Asbury Park Urban Renewal, LLC
Inspired by Somerset Development

Somerset Asbury Park Urban Renewal, LLC recently received Asbury Park Planning Board approval for an 8 story + mezzanine mixed use project on the block surrounded by Ocean Ave, 4th Avenue, Kingsley Street, and 5th Avenue and adjacent to the Wonder Bar. The approved project includes retail along Ocean Avenue, a residential lobby that extends from 4th Avenue to 5th Avenue, and residential units with stoops/ terraces at the ground floor. Parking is located interior the building, screened from the right of way by residential and retail uses. Upper floors include residential units and amenity spaces associated with the residential use.

As the project construction drawings have advanced after the approval, the applicant has elected to reduce the total amount of units proposed from 155 units to 112 units which requires certain revisions to the interior of the building. In addition to improved internal circulation in the interior parking levels, the applicant is requesting a minor revision to the northeast section of the building footprint. There is no change to the overall aesthetic, massing, materials, percentage of void and fenestration, and architectural style. No additional waivers or deviations from the Redevelopment Plan are required for the proposed changes.

The applicant has previously submitted floor diagrams reflecting the changes. As requested by City officials, below is a detailed list of the proposed changes:

1. The residential density on site is proposed to be decreased from 155 units to 112 units (28% decrease in density). The size and unit mix is proposed to be revised to include a mix of 1 bedroom, 2 bedroom, 3 bedroom, and 4 bedroom units. Consistent with the diagrammatic plans that have been submitted to Asbury Park City Planning graphically depicting the revised locations of the residential units, the revisions occur interior the exterior shell of the originally approved massing. Below is a chart depicting the differences in density and unit mix from the original approval:

	Unit - Original Approval				Units - Revised 03/2024				
	1 BR	2 BR	3 BR	TOTAL	1 BR	2 BR	3 BR	4 BR	TOTAL
Ground Floor	6	4	2	12	1	6	2	-	9
First Floor/PL1	5	-	-	5	1	2	-	-	3
Second Floor	4	11	2	17	4	9	3	-	16
Third Floor	9	11	2	22	5	11	3	-	19
Fourth Floor	5	9	5	19	-	6	7	1	14
Fifth Floor	4	10	6	20	-	3	6	4	13
Sixth Floor	4	10	6	20	-	5	6	2	13
Seventh Floor	4	10	6	20	-	3	6	4	13
Eighth Floor	-	4	16	20	-	0	8	4	12
Mezzanine	-	-	-	-	-	-	-	-	-
TOTAL	41	69	45	155	11	45	41	15	112

2. As part of the unit reduction and to continue to activate the streetscape, the applicant has reduced the number of stoop access units along Kingsley Street from five stoops to two stoops.
3. The retail space has been revised from 9,390 SF to approximately 8,450 SF in one contiguous space. The revision includes the relocation of the Beach Alley to the side of the proposed building adjacent to Wonder Bar.
4. The North Lobby along 5th Avenue has been revised to better accommodate the adjacent units. The exterior façade has been minimally revised and still conforms with the original design intent.
5. With the decrease in residential density, the applicant proposes a reduction in the total amount of parking in the project from 264 spaces to 237 spaces. However, this reduction in total parking spaces, results in a residential parking ratio increase from the originally approved 1.64 spaces/ dwelling unit to an increase to 2.11 spaces/dwelling unit. This residential parking ratio exceeds the required parking ratio within the Waterfront Redevelopment Plan of 1.5 spaces/ dwelling unit. The applicant still conforms with the base 15% EV charging requirements and commits to installing infrastructure for a total of 90 EV spaces as proposed in the original approval. The building will continue to include 10 spaces for Wonder Bar that will be signed and designated.
6. With the reduction of parking the applicant proposes not to change the overall size of the parking garage. Rather, the square footage will be repurposed on the first level of the parking garage to include an expanded lobby overlooking the ground floor 4th Avenue Lobby.
7. As the project has advanced, JCP&L (the public utility) has preliminary reviewed the project and has required the applicant to revise the locations of the transformer and utility connections. The mechanical service locations in the proposed building have been revised per these decisions and the applicant has met their equipment and connection requirements. In those discussions, the proposed internal transformers have been relocated from the side of the building facing Wonder Bar to the Kingsley Street frontage. The applicant has located

these utilities and their access doors in line with the approved rhythm of the façades and window openings. The location of the generator has been proposed to remain as originally approved. None of the proposed revisions will impact the operations of Wonder Bar or change the landscape and fence buffer originally proposed for the side yard facing Wonder Bar.

8. As noted above and shown on the revised plans, a small addition (approximately 400SF) has been added to the footprint of the building in the north central location adjacent to the Wonder Bar to allow for improved internal pedestrian access to the North residential tower from the parking levels. The proposed building is still in conformance with the required setbacks and bulk regulations of the Waterfront Redevelopment Plan.
9. On the 4th through 8th residential floor, the interior corner balcony located on the north tower facing the central courtyard has been eliminated.
10. The landscape design of the courtyard has been updated with minimal revisions and still conforms with the original design intent that was approved.
11. Due to the revised square footage of the residential units located on the top floor of the building, the individual mezzanine square footage has been revised. Mezzanine square footage remains conforming with the zoning requirements allowing for interior mezzanine square footage to equal 1/3 of the square footage of the residential unit below. The majority of the overall massing of the mezzanine floor has remained as originally proposed or been reduced with minimal revisions to the footprints. Overall, the massing of the mezzanine penthouse has been reduced from 17,802 SF originally approved to 16,754 SF proposed.

In some instances, a breezeway connection has been added to the mezzanine units. The proposed breezeways are setback at least 10' from the edge of the building and cannot be seen from the street below. The overall mass, in terms of undulation along the façade and total square footage remains the same or has been reduced. The number of rooftop terraces has also decreased in response to the revised total number of penthouse units.

12. Mechanical and ventilation louvers have been added to the Wonder Bar facing side yard façade. This was based on mechanical requirements in the parking, retail, and amenities areas of the building. The façade has been refined to add additional darker fiber cement panels, in a similar layout as original approved, that hide the louvers.
13. Floor to floor heights have been revised based on further coordination with the structural and mechanical engineers. The overall height of the building has remained unchanged at 130'-0" to the roof structure plus proposed and approved parapet. All mechanical equipment heights have remained unchanged and are proposed to be no higher than the parapet as originally agreed to and approved.

The changes do not result in revisions to the overall aesthetic, massing, materials, percentage of void and fenestration, and architectural style of the originally approved mixed use building. The density on site has been reduced while the residential parking ratio has been increased. None of the proposed revisions will impact the operations of

Wonder Bar or change the landscape and fence buffer originally proposed for the side yard facing Wonder Bar.

If you have additional questions or require further clarification please feel free to reach out.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Lawson", written over a horizontal line.

Michael R. Lawson, AICP/PP
Principal
Minno & Wasko Architects and Planners

PRELIMINARY AND FINAL SITE PLAN SUBMISSION

OCEAN AVENUE

PROPOSED MIXED USE RESIDENTIAL BUILDING
BLOCK 4105, LOTS 1,3 & 4, ASBURY PARK, NEW JERSEY



ARTISTIC PERSPECTIVE

PROJECT UNIT MIX:

1 BEDROOM:	11	10%
2 BEDROOM:	45	40%
3 BEDROOM:	41	37%
4 BEDROOM:	15	13%

TOTAL: 112
*DETS ARE PROPOSED FOR MANY OF THE PROPOSED UNITS

PROJECT FLOOR AREAS:

GROUND FLOOR:	70,460 SF
PARKING LEVEL 1:	48,702 SF
SECOND FLOOR/PARKING LEVEL 2:	67,035 SF
THIRD FLOOR/ PARKING LEVEL 3	70,455 SF
FOURTH FLOOR:	38,578 SF
FIFTH FLOOR:	32,900 SF
SIXTH FLOOR:	31,590 SF
SEVENTH FLOOR:	32,275 SF
EIGHTH FLOOR:	32,703 SF
MEZZANINE:	9,238 SF
TOTAL:	434,635 SF
(EXCLUSIVE OF GARAGE AND LOADING SF)	

PROPOSED DESIGN WAIVERS:

1. ATTACHMENTS - MATERIALS
BALCONIES ARE PROPOSED TO BE CONCRETE WRAPPED IN METAL PANEL. BALCONIES ARE LOCATED IN THE FRONT YARD.
2. BALCONY CONFIGURATION
BALCONIES ARE CANTILEVERED AND EXCEED 3 FEET IN DEPTH
3. OPERABLES - CONFIGURATION
FACADE INCLUDES FIXED AND OPERABLE WINDOWS. WINDOWS ARE FLUSH MOUNTED AND NOT SEPERATED BY A 4" POST
4. MURTINS
NO DIVIDED LIGHTS OR MURTINS ARE PROPOSED
5. SLIDING DOORS
SLIDING DOORS ARE PROPOSED FOR BALCONIES
6. GARAGE DOORS
LOADING GARAGE DOOR IS PROPOSED TO BE 12" IN WIDTH
7. BUILDING FRONTAGES - 5
THE DESIGN MINIMIZES THE TRANSITION LINE BETWEEN THE MIDDLE AND TOP PORTION OF THE BUILDING
8. BUILDING PARTS - 3
VOID TO SOLID RATIO EXCEEDS 45% FOR ALL FACADES
9. BUILDING PARTS - 7
BALCONIES ARE NOT IMPLEMENTED ALONG EXPRESSION LINES AND ARE NOT CONTIGUOUS
10. BUILDING PARTS - 8
BALCONIES ARE CANTILEVERED AND EXCEED 3 FEET IN DEPTH
11. BUILDING PARTS - 12
WINDOWS ARE PROPOSED TO BE FLUSH WITH OUTER SURFACE OF FACADE
12. BUILDING PARTS - 13
WINDOW SILLS ARE NOT PROPOSED



LOCATION MAP

NTS

PROJECT DATA

BLOCK / LOT:	BLOCK 4105, LOTS 1, 3 & 4
ZONING DISTRICT:	ASBURY PARK WATERFRONT REDEVELOPMENT PLAN
LOT AREA:	80,736 SF (1.85 ACRES)
BUILDING FOOTPRINT:	70,460 SF
RES FLOOR AREA:	281,055 SF
RETAIL AREA:	8,450 SF
DWELLING UNITS:	112 DU
PARKING:	223 SPACES

SHEET INDEX

C-01	COVER SHEET
A-01	GROUND FLOOR PLAN
A-02	FIRST FLOOR/PL1 PLAN
A-03	SECOND FLOOR/ PL 2 PLAN
A-04	THIRD FLOOR/ PL 3 PLAN
A-05	FOURTH FLOOR PLAN
A-06	FIFTH FLOOR PLAN
A-07	SIXTH FLOOR PLAN
A-08	SEVENTH FLOOR PLAN
A-09	EIGHTH FLOOR PLAN
A-10	MEZZANINE FLOOR PLAN
A-11	ROOF PLAN
A-12	BUILDING ELEVATIONS
A-13	BUILDING ELEVATIONS
A-14	BUILDING ELEVATIONS
A-15	BUILDING ELEVATIONS
A-16	BUILDING SECTIONS/SECTIONAGE

PLANNING BOARD APPROVAL

PRELIMINARY AND FINAL SITE PLAN APPROVAL IS HEREBY GRANTED TO THIS SITE PLAN BY THE PLANNING BOARD OF THE CITY OF ASBURY PARK, NEW JERSEY, THIS ____ DAY OF _____, 2024.

Board Chairman

Board Secretary

Board Engineer

PREPARED BY
MINNO & WASKO
ARCHITECTS AND PLANNERS
80 CRAWFORD CORNER SUITE 200, CRAWFORD CORNER, NEW JERSEY 07732
PHOTOGRAPHY COURTESY: JAMES T. HARRIS, NEW JERSEY 07732

OCEAN AVENUE
ASBURY PARK, NEW JERSEY
BLOCK 4105, LOTS 1, 3 & 4

PREPARED FOR
INSPIRED BY SOMERSET DEVELOPMENT
101 CRAWFORD CORNER RD
HOLMDEL, NEW JERSEY 07732

ISSUE DATE:	FOR:
01-28-2022	TRC SUBMISSION
02-22-2023	PRELIMINARY FINAL SITE PLAN
10-04-2023	REGULATORY COMPLIANCE
03-16-2024	MEETING
03-13-2024	RESUBMISSION
04-17-2024	RESUBMISSION

C-01

COVER SHEET

DESIGNED BY: MINNO & WASKO ARCHITECTS AND PLANNERS

PREPARED BY
MINNO WASKO
ARCHITECTS AND PLANNERS
1000 MARKET STREET, SUITE 200
NEWARK, NEW JERSEY 07102
TEL: 973.261.1100 FAX: 973.261.1101

OCEAN AVENUE
ASBURY PARK, NEW JERSEY
BLOCK 4105, LOT 1.314

PREPARED FOR
THE BOARD OF ASBURY PARK
LOCAL, NEW JERSEY 07733

DATE	FOR
01-28-2022	TEC SUBMISSION
02-04-2022	TEC SUBMISSION
03-04-2022	RECALCULATION COMPLIANCE
03-14-2024	MEETING
03-14-2024	REVISIONS
03-17-2024	REVISIONS

A-02
FIRST FLOOR / PL 1 PLAN

DATE: 03/17/2024
DRAWN BY: J. WASKO
CHECKED BY: J. WASKO
APPROVED BY: J. WASKO



01 FIRST FLOOR / PL 1 PLAN
SCALE: 1" = 20'-0"



01 SECOND FLOOR / PL 2 PLAN
SCALE: 1" = 20'-0"

PREPARED BY:
MINNO WASKO
ARCHITECTS AND PLANNERS
1000 NEW JERSEY TURNPIKE, SUITE 200
ROCKAWAY, NEW JERSEY 07866
TEL: 201-992-8800 FAX: 201-992-8801
WWW.MINNOWASKO.COM

OCEAN AVENUE
ASBURY PARK, NEW JERSEY
BLOCK 4105, LOT 1, 3 & 4

PREPARED FOR:
CONCRETE DEVELOPMENT
1000 NEW JERSEY TURNPIKE, SUITE 200
ROCKAWAY, NEW JERSEY 07866
TEL: 201-992-8800 FAX: 201-992-8801
WWW.CONCRETEDEV.COM

DATE	FOR
01-26-2021	IFC SUBMISSION
02-19-2021	IFC SUBMISSION
03-04-2021	PERCOLATION PLAN
03-04-2021	PERCOLATION COVERAGE
03-16-2021	ASSET ID
03-16-2021	PERCOLATION
03-17-2021	PERCOLATION

A-04
THIRD FLOOR / PL 3 PLAN

COPY RIGHT CONCRETE DEVELOPMENT, 2021. ALL RIGHTS RESERVED.



01 THIRD FLOOR / PL 3 PLAN
SCALE: 1" = 20'-0"

PREPARED BY
MINNO WASKO
ARCHITECTS AND PLANNERS
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ROCKAWAY, NEW JERSEY 07866
TEL: 201.981.1100
WWW.MINNOWASKO.COM

OCEAN AVENUE
ASBURY PARK, NEW JERSEY
BLOCK 4105, LOT 1.344

PREPARED FOR:
SOMERSET ASBURY PARK DEVELOPMENT LLC
1000 NEW JERSEY TURNPIKE, SUITE 200
ROCKAWAY, NEW JERSEY 07866

DATE	FOR
01-28-2023	10% SUBMITTAL
02-22-2023	PRELIMINARY REVIEW
03-04-2023	REVISIONS COMPLIANCE
03-13-2024	REVISIONS
04-17-2024	REVISIONS

A-05
4TH FLOOR PLAN

DATE: 04/17/2024



01. FOURTH FLOOR PLAN
SCALE: 1" = 20'-0"

PREPARED BY
MINNO WASKO
ARCHITECTS AND PLANNERS
INCORPORATED
1000 NEW JERSEY AVENUE, SUITE 200
NEW JERSEY CITY, NJ 07310
TEL: 201.524.1100
WWW.MINNOWASKO.COM

OCEAN AVENUE
ASBURY PARK, NEW JERSEY
BLOCK 4105, LOT 1, 3 & 4

PREPARED FOR
SOMERSET ASBURY PARK
INCORPORATED
1000 NEW JERSEY AVENUE, SUITE 200
NEW JERSEY CITY, NJ 07310
TEL: 201.524.1100
WWW.MINNOWASKO.COM

NO.	DATE	FOR
01	03.20.2023	FOR PRELIMINARY REVIEW
02	03.20.2023	FOR PRELIMINARY REVIEW
03	03.20.2023	FOR PRELIMINARY REVIEW
04	03.20.2023	FOR PRELIMINARY REVIEW
05	03.20.2023	FOR PRELIMINARY REVIEW
06	03.20.2023	FOR PRELIMINARY REVIEW
07	03.20.2023	FOR PRELIMINARY REVIEW
08	03.20.2023	FOR PRELIMINARY REVIEW
09	03.20.2023	FOR PRELIMINARY REVIEW
10	03.20.2023	FOR PRELIMINARY REVIEW
11	03.20.2023	FOR PRELIMINARY REVIEW
12	03.20.2023	FOR PRELIMINARY REVIEW
13	03.20.2023	FOR PRELIMINARY REVIEW
14	03.20.2023	FOR PRELIMINARY REVIEW
15	03.20.2023	FOR PRELIMINARY REVIEW
16	03.20.2023	FOR PRELIMINARY REVIEW
17	03.20.2023	FOR PRELIMINARY REVIEW
18	03.20.2023	FOR PRELIMINARY REVIEW
19	03.20.2023	FOR PRELIMINARY REVIEW
20	03.20.2023	FOR PRELIMINARY REVIEW

A-06
5TH FLOOR PLAN

DATE: 03.20.2023
BY: MINNO WASKO
FOR: SOMERSET ASBURY PARK
PROJECT: 2024-424 : Second Amendment to the Somerset Asbury Park SDA Block 4105, lot



01 FIFTH FLOOR PLAN
SCALE: 1" = 20'-0"

PREPARED BY
MINNO WASKO
ARCHITECTS AND PLANNERS
1000 NEW JERSEY TURNPIKE, SUITE 200
HOLMDEL, NEW JERSEY 07733

OCEAN AVENUE
ASBURY PARK, NEW JERSEY
BLOCK 4105, LOT 1, 3 & 4

PREPARED FOR
SOMERSET ASBURY PARK
HOLMDEL, NEW JERSEY 07733

DATE	FOR
03-25-2023	FOR PRELIMINARY
05-25-2023	PRELIMINARY SITE PLAN
10-04-2023	RESOLUTION COMPLIANCE
02-14-2024	MEETING
05-17-2024	REVISION
05-17-2024	TERMINATION

A-07
6TH FLOOR PLAN

NOT TO SCALE
FOR PRELIMINARY CONCEPTS AND ARCHITECTS USE ONLY



01 SIXTH FLOOR PLAN
SCALE: 1" = 20'-0"

A-08
7TH FLOOR PLAN



OCEAN AVENUE
ASBURY PARK, NEW JERSEY
BLOCK 4105, LOTS 1, 3 & 4

PREPARED BY
MINNO WASKO
ARCHITECTS AND PLANNERS
1000 MARKET STREET, SUITE 200, NEWARK, NEW JERSEY 07102
TEL: 973.261.1100 | WWW.MINNOWASKO.COM

PREPARED FOR
SOMERSET ASBURY PARK
1000 MARKET STREET, SUITE 200
NEWARK, NEW JERSEY 07102

DATE	DESCRIPTION
03-28-2023	ISSUE FOR PERMIT
03-28-2023	PERMIT APPLICATION
03-28-2023	REVISIONS
03-28-2023	REVISIONS
03-28-2023	REVISIONS
03-28-2023	REVISIONS
03-28-2023	REVISIONS
03-28-2023	REVISIONS
03-28-2023	REVISIONS
03-28-2023	REVISIONS



01 SEVENTH FLOOR PLAN
SCALE: 1" = 20'-0"

MINNO WASKO
ARCHITECTS AND PLANNERS
1000 NEW JERSEY TURNPIKE, SUITE 200, NEW JERSEY 07093
TEL: 908.400.1111 FAX: 908.400.1112

OCEAN AVENUE
ASBURY PARK, NEW JERSEY
BLOCK 4105, LOT 1, 3 & 4

PREPARED BY: CONCEPT DEVELOPMENT
PREPARED FOR: MICHAEL J. NEWBERRY, ESQ.
MICHAEL NEWBERRY, ESQ.

DATE	DESCRIPTION
02-28-2023	PRELIMINARY SITE PLAN
03-22-2023	PRELIMINARY SITE PLAN
10-04-2023	REVISIONS COMPLIANCE
02-15-2024	REVISIONS
04-17-2024	REVISIONS

A-09
8TH FLOOR PLAN

3.D.18.c

Attachment: Somerset Asbury New project description 2024 (2024-424 : Second Amendment to the Somerset Asbury Park SDA Block 4105, lot



01 EIGHTH FLOOR PLAN
SCALE: 1" = 20'-0"



01. ROOF PLAN
SCALE: 1" = 20'-0"

PREPARED BY
MINNO WASKO
ARCHITECTS AND PLANNERS
1000 NEW JERSEY TURNPIKE, SUITE 200
HOBOKEN, NEW JERSEY 07030

OCEAN AVENUE
ASBURY PARK, NEW JERSEY
BLOCK 4105, LOT 1.344

PREPARED FOR
SOMERSET ASBURY PARK
1000 NEW JERSEY TURNPIKE, SUITE 200
HOBOKEN, NEW JERSEY 07030

DATE	FOR
01-26-2023	PERMIT APPLICATION
02-22-2023	PERMIT FINAL REVIEW
10-04-2023	REGULATORY COMPLIANCE
01-15-2024	PERMIT APPLICATION
03-15-2024	PERMIT APPLICATION
04-17-2024	PERMIT APPLICATION

A-11
ROOF PLAN

TOP: PLANTING, LANDSCAPE, AND SITEWORK

KEY PLAN:



MATERIALS KEY:

- 01 - EXTERIOR CERAMIC TILE
- 02 - EXTERIOR CERAMIC TILE
- 03 - EXTERIOR CERAMIC TILE
- 04 - EXTERIOR CERAMIC TILE
- 05 - EXTERIOR CERAMIC TILE
- 06 - EXTERIOR CERAMIC TILE
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- 98 - EXTERIOR CERAMIC TILE
- 99 - EXTERIOR CERAMIC TILE
- 100 - EXTERIOR CERAMIC TILE

NOTES:

1. ALL MATERIALS AND MANUFACTURERS LISTED ARE SUBJECT TO CHANGE AND/OR SUBSTITUTION WITH EQUIVALENT AND COMPATIBLE OPTIONS.

2. LANDSCAPE BY OTHERS AND SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. NOT TO BE CONSIDERED FOR CONSTRUCTION.

3. ELEVATION SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. APPROVAL ONLY. TEXT MAY CHANGE BASED ON FINAL DRAWING OF THE BUILDING.

MINNO WASKO
ARCHITECTS AND PLANNERS
PREPARED BY
1000 UNIVERSITY DRIVE, SUITE 1000, NEW JERSEY 07102
TEL: 201.261.1111
WWW.MINNO-WASKO.COM

OCEAN AVENUE
ASBURY PARK, NEW JERSEY
BLOCK 4105, LOT 1, 3 & 4

PREPARED FOR
SOMERSET ASBURY PARK
COUNCIL
HOLMDEL, NEW JERSEY 07733

DATE	FOR
01.28.2021	TRC LUMINATION
02.22.2023	PRELIMINARY LUMINATION
02.22.2023	REVISION COMPLIANCE
03.15.2024	REVISION
03.15.2024	REVISION
03.17.2024	REVISION

A-13
BUILDING ELEVATIONS

DATE: 03/17/2024
DRAWN BY: A-13
CHECKED BY: A-13
APPROVED BY: A-13

3.D.18.c

VOID TO SOLID RATIOES NOT INCLUDE STOREFRONT
TOTAL SF: 33,573 SF
VOID SF: 25,165 SF
SOLID SF: 8,408 SF
74% VOID (MAX 45%)

FENESTRATION
TOTAL SF: 27,248 SF
VOID SF: 27,248 SF
SOLID SF: 9,430 SF
74% FENESTRATION (MIN 20%)

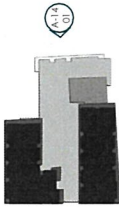
02 DIAGRAM
NTS



01 FOURTH AVENUE (SOUTH) BUILDING ELEVATION
SCALE: 1/16" = 1'-0"

1" = 10'

KEY PLAN:



02 DIAGRAM
NTS

VOID TO SOLID JOICES NOT INCLUDE STOREFRONT
TOTAL SF: 22,560 SF
VOID SF: 16,089 SF
SOLID SF: 6,471 SF
71% VOID (MAX 45%)

FENESTRATION
TOTAL SF: 22,560 SF
VOID SF: 15,343 SF
SOLID SF: 9,973 SF
44% FENESTRATION (MIN 20%)

MATERIALS KEY:

- 01 EXTERIOR FINISH PANEL A
- 02 EXTERIOR FINISH PANEL B
- 03 SMOOTH FIBER CEMENT PANEL A
- 04 SMOOTH FIBER CEMENT PANEL B
- 05 ARCHITECTURAL GLAZES
- 06 EXTERIOR WALL PANEL A
- 07 EXTERIOR WALL PANEL B
- 08 ARCHITECTURAL METAL CANOPY
- 09 ARCHITECTURAL CORNER LOGO

NOTES:

PROCESSED MANUFACTURERS LISTED ARE SUBJECT TO CHANGE AND/OR SUBSTITUTED WITH EQUIVALENT AND COMPATIBLE OPTIONS.

LANDSCAPE BY OTHERS AND SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.

RENDERING FOR PERMITS, COMPLIANCE, AND APPROVAL ONLY. TEXT MAY CHANGE BASED ON FINAL BRANDING OF THE BUILDING.

PREPARED BY
MINNO WASKO
ARCHITECTS AND PLANNERS
1000 LEXINGTON AVENUE, SUITE 1000 NEW YORK, NY 10022
TEL: 212.691.1000 FAX: 212.691.1001 WWW.MINNO-WASKO.COM

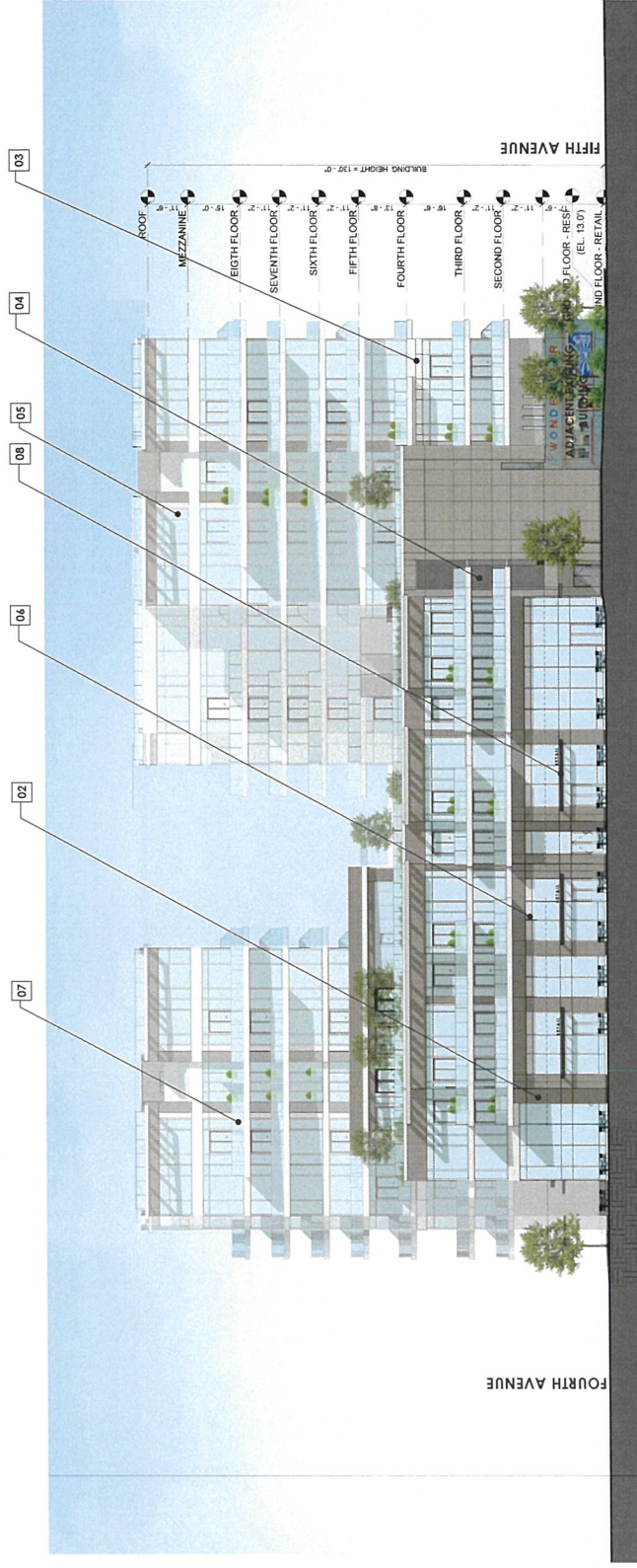
OCEAN AVENUE
ASBURY PARK, NEW JERSEY
BLOCK 4105, LOT 1.314

PREPARED FOR
SOMERSET ASBURY PARK
1000 LEXINGTON AVENUE, SUITE 1000
NEW YORK, NY 10022
HOLMDEL, NEW JERSEY 07733

ISSUE	DATE	FOR
01	01-28-2023	TEC SUBMISSION
02	02-22-2023	PRELIM FINAL REVIEW
03	03-04-2023	PERMITS COMPLIANCE
04	03-15-2024	PERMITS
05	04-17-2024	PERMITS

A-14
BUILDING ELEVATIONS

DATE: 04/17/2024
DRAWN BY: J. WASKO
CHECKED BY: J. WASKO
SCALE: 1/16" = 1'-0"



01 OCEAN AVENUE (EAST) BUILDING ELEVATION
SCALE: 1/16" = 1'-0"

DATE: 04/17/2024
DRAWN BY: J. WASKO
CHECKED BY: J. WASKO
SCALE: 1/16" = 1'-0"

VOID TO SOLID (DOES NOT INCLUDE STOREFRONT)

TOTAL SF: 29,483 SF
VOID SF: 17,554 SF
SOLID SF: 11,929 SF

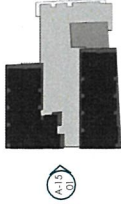
60% VOID (MAX 45%)

PENETRATION

TOTAL SF: 29,483 SF
VOID SF: 17,554 SF
SOLID SF: 11,929 SF

60% PENETRATION (MIN 20%)

02 DIAGRAM
NTS



01	TEXTURED FIBER CEMENT PANEL A
02	TEXTURED FIBER CEMENT PANEL B
03	SMOOTH FIBER CEMENT PANEL A
04	SMOOTH FIBER CEMENT PANEL B
05	ARCHITECTURAL GLAZING
06	ARCHITECTURAL LOUVER
07	ARCHITECTURAL GLASS RAILING
08	ARCHITECTURAL METAL CANOPY
09	ARCHITECTURAL GARAGE DOOR

PRODUCTS AND MANUFACTURERS LISTED ARE SUBJECT TO CHANGE AND/OR SUBSTITUTED WITH EQUIVALENT AND COMPATIBLE OFFINGS.

LANDSCAPE BY OTHERS AND SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.

SIGNAGE SHOWN FOR ZONING COMPLIANCE AND APPROVAL ONLY. TEXT MAY CHANGE BASED ON FINAL BRANDING OF THE BUILDING.



01 KINSLEY STREET (WEST) BUILDING ELEVATION
SCALE: 1/16" = 1'-0"

Packet Pg. 253

3.D.18.c

A-15
BUILDING ELEVATIONS

CONCRETE OVER L. W. & O. ARCHITECTS AND PLANNERS

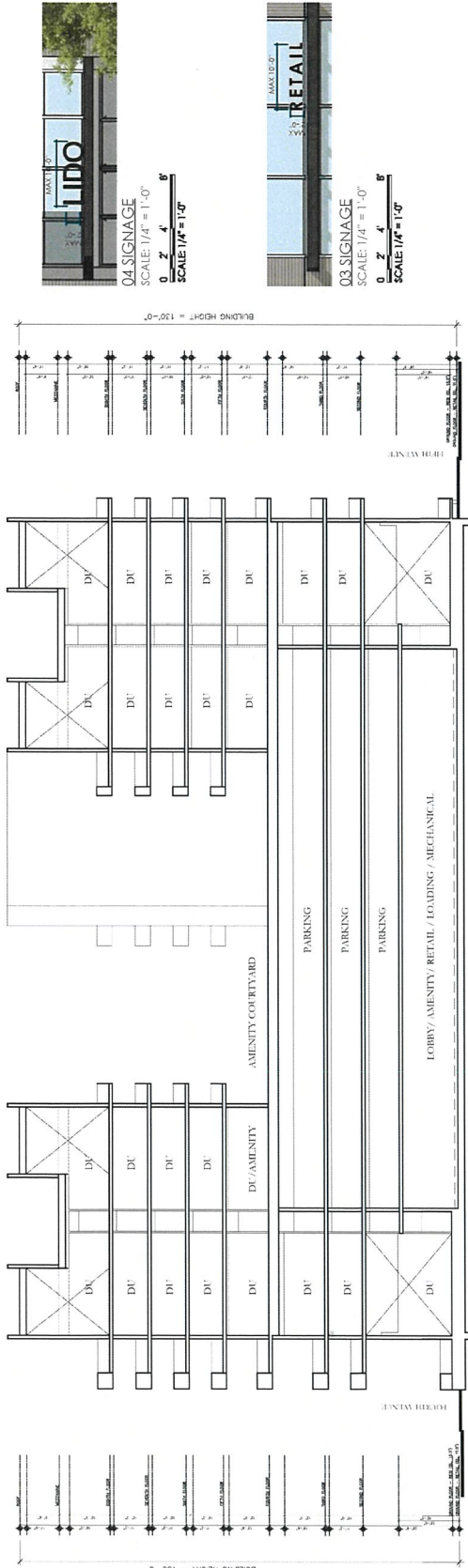
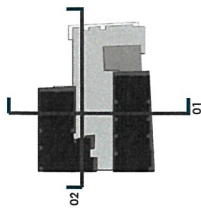
OCEAN AVENUE
ASBURY PARK, NEW JERSEY
BLOCK 4105, LOTS 1, 3 & 4

PREPARED FOR:
INSPIRED BY SOMERSET DEVELOPMENT
101 CRAWFORDS CORNER RD.
HOLMDEL, NEW JERSEY 07733

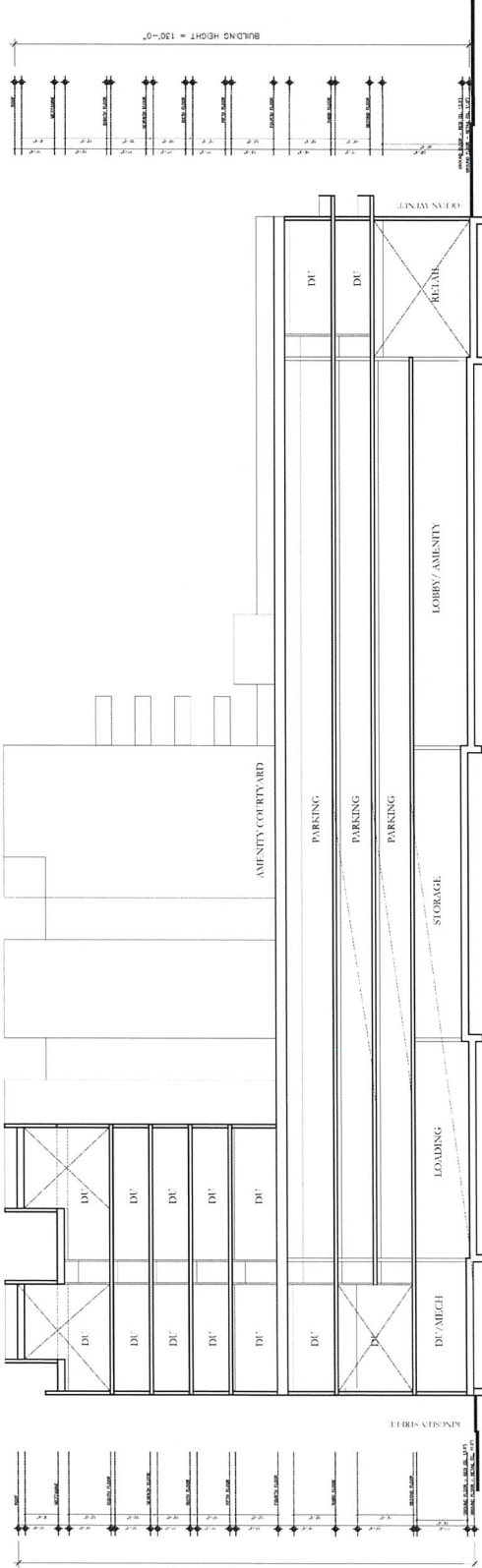
ISSUE DATE	FOR
01-26-2022	IRC SUBMISSION
02-22-2023	PERM + FINAL SITE PLAN
06-04-2023	RECUATCH COMPLIANCE
02-16-2024	PERM TO
03-13-2024	PERMISSION
06-17-2024	PERMISSION

Attachment: Somerset Asbury New project description 2024 (2024-424 : Second Amendment to the Somerset Asbury Park SDA Block 4105, lot

KEY PLAN:



SIGNAGE
TWO (2) RESIDENTIAL SIGNS - CANOPY MOUNTED
- ONE (1) AT FOURTH AVENUE
- ONE (1) AT SEVENTH AVENUE
- INDIVIDUAL CHANNEL CUT PAINTED
ALUMINUM LETTERS MOUNTED AT THE
EDGE OF THE ARCHITECTURAL METAL
CANOPY
- LED HALO BACKLIT LETTERS
- MAX 40 SF FOR ALL SIGNAGE PER USE
MAX EIGHT (8) RETAIL SIGNS - CANOPY MOUNTED
- TWO (2) RETAIL SIGNS PER TENANT (USE)
- INDIVIDUAL CHANNEL CUT PAINTED
ALUMINUM LETTERS MOUNTED AT THE
EDGE OF THE ARCHITECTURAL METAL
CANOPY
- LED HALO BACKLIT LETTERS
- MAX 40 SF FOR ALL SIGNAGE PER TENANT/
USE



PREPARED BY:
MINNO WASKO
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1000 GARDEN STREET, SUITE 100, NEW BRUNSWICK, NJ 08901
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WWW.MINNOWASKO.COM

OCEAN AVENUE
ASBURY PARK, NEW JERSEY
BLOCK 4105, LOTS 1, 3 & 4
PREPARED FOR:
SOMERSET DEVELOPMENT
1000 GARDEN STREET, SUITE 100
NEW BRUNSWICK, NJ 08901
TEL: 732.241.1100 FAX: 732.241.1101
WWW.SOMERSETDEVELOPMENT.COM

DATE	FOR
01-28-2023	TECHNICAL REVIEW
02-04-2023	REVISIONS
02-14-2023	REVISIONS
02-14-2024	REVISIONS
02-17-2024	REVISIONS

A-16
BUILDING SECTIONS

PREPARED BY:
MINNO WASKO
ARCHITECTS AND PLANNERS
100 PARK AVENUE, SUITE 200
NEW BRUNSWICK, NJ 07102
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WWW.MINNOWASKO.COM

OCEAN AVENUE
ASBURY PARK, NEW JERSEY
BLOCK 4105, LOT 1.314

PREPARED FOR:
SOMERSET DEVELOPMENT
100 PARK AVENUE, SUITE 200
NEW BRUNSWICK, NJ 07102
TEL: 732.241.1100

DATE	FOR
01-28-2022	TEC SUBMISSION
02-04-2023	TEC SUBMISSION
02-04-2023	RECAUTION COMPLIANCE
02-14-2024	MEETING
02-14-2024	TEC SUBMISSION
02-17-2024	TEC SUBMISSION

A-02
FIRST FLOOR / PL 1 PLAN

01 FIRST FLOOR / PL 1 PLAN
SCALE: 1" = 20'-0"

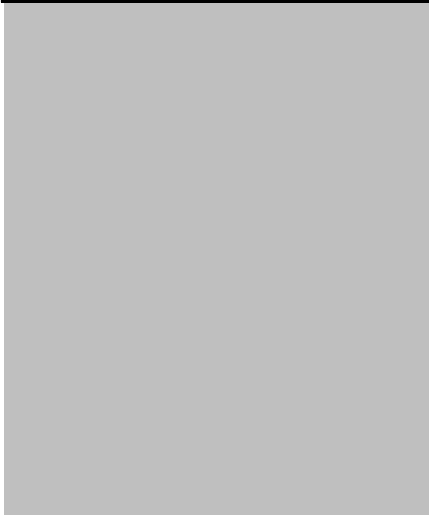


01 FIRST FLOOR / PL 1 PLAN
SCALE: 1" = 20'-0"

Block	Lot	Qualifier	Type of Unit	Proposed Address/Unit Number	Common Elements %	Unit Square footage	Dedicated Balcony Square footage	Floor	View	Bed Count	Bath Count	Expected Sale Price (rental psf price on retail)
4105			Residential	0101	0.71%	1565	276	0	Yes	2	2	\$1,330,250.00
4105			Residential	0102	0.59%	1288	209	0	Yes	2	2	\$1,094,800.00
4105			Residential	0103	1.10%	2406	396	0	Yes	3	3.5	\$2,285,700.00
4105			Residential	0109	0.48%	1047	71	0	Yes	1	1	\$785,250.00
4105			Residential	0110	0.82%	1802	435	0	Yes	3	2	\$1,711,900.00
4105			Residential	0111	0.58%	1280	440	0	Yes	2	2	\$1,152,000.00
4105			Residential	0112	0.59%	1284	326	0	Yes	2	2	\$1,123,500.00
4105			Residential	0113	0.64%	1403	249	0	Yes	2	2	\$1,220,610.00
4105			Residential	0114	0.60%	1322	0	0	Yes	2	2	\$1,057,600.00
4105			Residential	0206	0.36%	789	73	1	No	1	1	\$631,200.00
4105			Residential	0207	0.80%	1746	97	1	No	2	2	\$1,527,750.00
4105			Residential	0208	0.75%	1634	138	1	No	2	2	\$1,429,750.00
4105			Residential	0301	0.75%	1635	354	2	Yes	2	2.5	\$1,430,625.00
4105			Residential	0302	0.45%	977	200	2	Yes	1	1	\$732,750.00
4105			Residential	0303	0.59%	1288	268	2	Yes	2	2	\$1,223,600.00
4105			Residential	0304	0.44%	970	128	2	Yes	1	1	\$679,000.00
4105			Residential	0305	0.53%	1170	166	2	Yes	2	2	\$877,500.00
4105			Residential	0309	0.47%	1039	71	2	No	1	1	\$727,300.00
4105			Residential	0310	0.83%	1821	207	2	Yes	3	2	\$1,638,900.00
4105			Residential	0311	0.59%	1286	216	2	Yes	2	2	\$1,093,100.00
4105			Residential	0312	0.59%	1288	316	2	Yes	2	2	\$1,094,800.00
4105			Residential	0313	0.64%	1408	148	2	Yes	2	2	\$1,126,400.00
4105			Residential	0314	0.60%	1306	198	2	Yes	2	2	\$1,110,100.00
4105			Residential	0315	0.51%	1117	0	2	No	1	1.5	\$781,900.00
4105			Residential	0316	0.94%	2052	471	2	Yes	3	3	\$1,949,400.00
4105			Residential	0317	1.00%	2183	412	2	Yes	3	3	\$2,073,850.00
4105			Residential	0318	0.56%	1230	241	2	Yes	2	2	\$922,500.00
4105			Residential	0319	0.59%	1284	486	2	Yes	2	2	\$1,155,600.00
4105			Residential	0401	0.75%	1635	354	3	Yes	2	2.5	\$1,471,500.00
4105			Residential	0402	0.45%	977	200	3	Yes	1	1	\$732,750.00
4105			Residential	0403	0.59%	1288	268	3	Yes	2	2	\$1,094,800.00
4105			Residential	0404	0.44%	970	128	3	Yes	1	1	\$727,500.00
4105			Residential	0405	0.53%	1170	166	3	Yes	2	2	\$877,500.00
4105			Residential	0406	0.35%	772	73	3	No	1	1	\$540,400.00
4105			Residential	0407	0.71%	1552	101	3	No	2	2	\$1,241,600.00
4105			Residential	0408	0.66%	1448	150	3	No	2	2.5	\$1,158,400.00
4105			Residential	0409	0.47%	1039	71	3	No	1	1	\$727,300.00
4105			Residential	0410	0.83%	1821	187	3	Yes	3	2	\$1,638,900.00
4105			Residential	0411	0.59%	1286	419	3	Yes	2	2	\$1,157,400.00
4105			Residential	0412	0.59%	1288	316	3	Yes	2	2	\$1,159,200.00
4105			Residential	0413	0.64%	1408	227	3	Yes	2	2	\$1,196,800.00
4105			Residential	0414	0.60%	1306	241	3	Yes	2	2	\$1,110,100.00
4105			Residential	0415	0.51%	1117	0	3	No	1	1.5	\$781,900.00
4105			Residential	0416	0.94%	2052	400	3	Yes	3	3	\$1,949,400.00
4105			Residential	0417	1.00%	2183	376	3	Yes	3	3	\$2,073,850.00
4105			Residential	0418	0.56%	1230	254	3	Yes	2	2	\$1,045,500.00
4105			Residential	0419	0.59%	1284	486	3	Yes	2	2	\$1,155,600.00
4105			Residential	0501	1.29%	2838	1901	4	Yes	4	3.5	\$3,121,800.00
4105			Residential	0502	1.02%	2236	324	4	Yes	3	3.5	\$2,236,000.00
4105			Residential	0503	1.03%	2265	427	4	Yes	3	3	\$2,151,750.00
4105			Residential	0504	0.69%	1521	134	4	Yes	2	2	\$1,292,850.00
4105			Residential	0505	1.09%	2398	800	4	No	3	3	\$2,637,800.00
4105			Residential	0506	1.11%	2429	985	4	No	3	3.5	\$2,671,900.00
4105			Residential	0516	0.86%	1897	977	4	No	3	2	\$2,086,700.00
4105			Residential	0517	0.83%	1821	207	4	Yes	3	2	\$1,729,950.00
4105			Residential	0515	0.59%	1286	216	4	Yes	2	2	\$1,093,100.00
4105			Residential	0513	0.59%	1288	316	4	Yes	2	2	\$1,159,200.00
4105			Residential	0512	0.64%	1408	148	4	Yes	2	2	\$1,196,800.00
4105			Residential	0510	0.60%	1306	177	4	Yes	2	2	\$1,175,400.00
4105			Residential	0511	0.67%	1469	765	4	Yes	2	2	\$1,542,450.00
4105			Residential	0514	0.98%	2141	1194	4	No	3	3	\$2,355,100.00
4105			Residential	0601	1.29%	2838	653	5	Yes	4	3.5	\$3,121,800.00
4105			Residential	0602	1.02%	2236	560	5	Yes	3	3.5	\$2,347,800.00
4105			Residential	0603	1.03%	2265	396	5	Yes	3	3	\$2,265,000.00
4105			Residential	0604	0.69%	1521	167	5	Yes	2	2	\$1,330,875.00
4105			Residential	0605	1.09%	2398	273	5	Yes	3	3	\$2,457,950.00
4105			Residential	0606	1.27%	2795	466	5	Yes	4	3.5	\$3,074,500.00
4105			Residential	0616	0.86%	1897	351	5	Yes	3	2	\$1,897,000.00
4105			Residential	0617	0.83%	1821	287	5	Yes	3	2	\$1,821,000.00
4105			Residential	0615	0.59%	1286	160	5	Yes	2	2	\$1,093,100.00
4105			Residential	0613	0.59%	1288	316	5	Yes	2	2	\$1,159,200.00
4105			Residential	V1	1.66%	3634	2248	5	Yes	4	3.5	\$4,360,800.00
4105			Residential	V2	1.67%	3666	2699	5	Yes	4	3.5	\$4,399,200.00
4105			Residential	0614	0.98%	2141	391	5	Yes	3	3	\$2,130,295.00
4105			Residential	0701	1.29%	2838	520	6	Yes	4	3.5	\$3,121,800.00
4105			Residential	0702	1.02%	2236	311	6	Yes	3	3.5	\$2,347,800.00
4105			Residential	0703	1.03%	2265	396	6	Yes	3	3	\$2,265,000.00
4105			Residential	0704	0.69%	1521	134	6	Yes	2	2	\$1,361,295.00
4105			Residential	0705	1.09%	2398	273	6	Yes	3	3	\$2,517,900.00
4105			Residential	0706	1.27%	2795	441	6	Yes	4	3.5	\$3,074,500.00
4105			Residential	0716	0.86%	1897	351	6	Yes	3	2	\$1,897,000.00
4105			Residential	0717	0.83%	1821	187	6	Yes	3	2	\$1,802,790.00
4105			Residential	0715	0.59%	1286	418	6	Yes	2	2	\$1,189,550.00
4105			Residential	0713	0.59%	1288	316	6	Yes	2	2	\$1,159,200.00
4105			Residential	0712	0.64%	1408	227	6	Yes	2	2	\$1,253,120.00
4105			Residential	0711	0.67%	1469	175	6	Yes	2	2	\$1,307,410.00
4105			Residential	0714	0.98%	2141	391	6	Yes	3	3	\$2,141,000.00
4105			Residential	0801	1.29%	2838	520	7	Yes	4	3.5	\$3,263,700.00
4105			Residential	0802	1.02%	2236	430	7	Yes	3	3.5	\$2,459,600.00
4105			Residential	0803	1.03%	2265	427	7	Yes	3	3	\$2,378,250.00
4105			Residential	0804	0.69%	1521	134	7	Yes	2	2	\$1,444,950.00
4105			Residential	0805	1.09%	2398	273	7	Yes	3	3	\$2,637,800.00
4105			Residential	0806	1.27%	2795	441	7	Yes	4	3.5	\$3,074,500.00
4105			Residential	0816	0.86%	1897	351	7	Yes	3	2	\$2,010,820.00
4105			Residential	0817	0.83%	1821	207	7	Yes	3	2	\$1,912,050.00
4105			Residential	0815	0.59%	1286	216	7	Yes	2	2	\$1,221,700.00
4105			Residential	0813	0.59%	1288	316	7	Yes	2	2	\$1,255,800.00
4105			Residential	0812	1.30%	2851	550	7	Yes	4	3.5	\$3,136,100.00
4105			Residential	0811	1.32%	2902	465	7	Yes	4	3.5	\$3,192,200.00
4105			Residential	0814	0.98%	2141	391	7	Yes	3	3	\$2,248,050.00

Attachment: excel sheet (2024-424 : Second Amendment to the Somerset Asbury Park SDA Block 4105, lot 1.01)

4105			Residential	PH1	1.72%	3770	1891	8	Yes	4	3.5	\$4,335,500.00
4105			Residential	PH2	1.38%	3030	2039	8	Yes	3	2.5	\$3,484,500.00
4105			Residential	PH3	1.30%	2844	1096	8	Yes	3	3.5	\$3,270,600.00
4105			Residential	PH4	0.91%	1999	1067	8	Yes	3	3	\$2,298,850.00
4105			Residential	PH5	1.11%	2436	1270	8	Yes	3	3.5	\$2,801,400.00
4105			Residential	PH6	1.65%	3619	2439	8	Yes	4	3.5	\$4,161,850.00
4105			Residential	PH14	1.14%	2490	957	8	Yes	3	3	\$2,863,500.00
4105			Residential	PH15	1.28%	2810	1224	8	Yes	3	2.5	\$3,231,500.00
4105			Residential	PH12	1.13%	2474	1085	8	Yes	3	3.5	\$2,845,100.00
4105			Residential	PH10	1.74%	3824	1739	8	Yes	4	3.5	\$4,397,600.00
4105			Residential	PH11	1.77%	3871	1860	8	Yes	4	3.5	\$4,451,650.00
4105			Residential	PH13	1.17%	2560	945	8	Yes	3	3.5	\$2,944,000.00
4105			Retail			8450						



Summary of Revisions to Subsequent Redeveloper Agreement for Resolution of the Mayor and City Council of The City of Asbury Park to Enter into a Second Amendment of the Subsequent Developer Agreement with Asbury Partners, LLC as Master Developer and Somerset Asbury Park in Connection with the Redevelopment of that Certain Real Property Located at Block 4105, Lot 1.01 in the City of Asbury Park (Formerly Block 4105, Lots 1, 2 and a Portion of 3) 1209 Ocean and 115 Fourth Avenue

The project has been revised and now includes as is reflected in the revised SDA:

- 112 larger Units (rather than 155 smaller Units, a difference of 43 Units less) 1 ;
- No less than 237 parking spaces (rather than 270 parking spaces);
- Approx. 8,976 sf of retail (rather than Approx. 9,370 sf of retail);
- Elimination of the motor court on the 2nd level of the multi-level parking structure;
- Short Term Rental Restriction² (prohibiting rental of any Unit for less than 4 months);
- Except for the "Building Permits Approvals Date" (being moved 5 months from November 6, 2024 to April 1, 2025) and "Outside Approvals Date" (deadline for RAB issuance, being moved 4 months from January 5, 2025 to May 1, 2025), other significant dates that follow with regard to "Construction Commencement" and "Construction Completion" would remain as provided in the Original SDA; i.e. Construction Commencement Date will REMAIN November 6, 2025; and Construction Completion Date will REMAIN November 6, 2027)
- Subsequent Developer will pay a new Supplemental Implementation Fee equal to \$483,576.00 in two payments to the City- upon issuance of Building permits and upon C of O.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 11, 2024
RESOLUTION SUMMARY

2024-425

The proposed Supplemental Bond Resolution authorizes the issuance of the Bonds in a principal amount not to exceed \$3,000,000, with an interest rate not to exceed the rate approved by the Local Finance Board (i.e., 8.5%). The Bonds will be issued to finance the reimbursement to Asbury Partners, LLC of certain public infrastructure expenditures within the City's Waterfront Redevelopment Area, to the extent allocable to a redevelopment project, the "PHM Sunset Square Redevelopment Project," which consists of the construction of twenty-eight (28) three-story stacked townhouse in two (2) fourteen (14) unit structures.



RESOLUTION NO. 2024-425

**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 \$3,000,000 (WATERFRONT REDEVELOPMENT AREA INFRASTRUCTURE PROJECT) IN CONNECTION WITH A PROJECT BEING UNDERTAKEN IN THE CITY BY PHM SUNSET SQUARE URBAN RENEWAL LLC AND AS A PORTION OF THE NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY PREVIOUSLY APPROVED PURSUANT TO A RESOLUTION DULY ADOPTED BY THE CITY COUNCIL ON FEBRUARY 20, 2013

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 amended by the First Amendment dated June 18, 2018, and the Second Amendment dated October 3, 2019 (collectively, the “**Redeveloper Agreement**”); and

WHEREAS, as a result of the world-wide financial issues (the “**Financial Crisis**”) occurring in or about 2008, an affiliate of iStar Financial Inc., as lender to Master Developer, foreclosed on a pledge of the membership interests of Master Developer, thereby succeeding to the ownership of the equity interests in the Master Developer; and

WHEREAS, during the Financial Crisis, Master Developer and the City arbitrated certain disputed issues arising under and in accordance with the requirements of the Redeveloper Agreement; and

WHEREAS, on or about July 18, 2011, arbitrator, Honorable Nicholas Politan issued an arbitrator’s award (the “**Arbitrator’s Award**”) that determined, among other things, that the Parties should seek to work collaboratively to finance infrastructure improvements that are a critical construction condition to the development of residential housing units and other economic development activity within the Waterfront Redevelopment Area; and

WHEREAS, in order to comply with the spirit of the Arbitration Award to induce the Master Developer to proceed expeditiously with the development of residential units and other economic development activities within the Waterfront Redevelopment Area, and to determine an appropriate means to finance the cost of the infrastructure improvements, the City has determined that the cost of the infrastructure improvements should be assessed in the manner provided in *N.J.S.A. 40:56-1 et seq.* (the “**Local Improvements Law**”) and/or pursuant to an assessment agreement under the Redevelopment Area Bond Financing Law pursuant to *N.J.S.A. 40A:12A-64 et seq.* (the “**RAB Law**”); and

WHEREAS, pursuant to Section 7.1 of the Redeveloper Agreement, the Master Developer is responsible for the costs of certain wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements (the “**Infrastructure Improvements**”) within the Waterfront Redevelopment Area, which Infrastructure Improvements, in whole or in part, constitute (i) redevelopment projects (collectively, the “**Infrastructure Redevelopment Project**” or the “**Project**”) to be undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area, all as contemplated by the Redevelopment Law and RAB Law, and (ii) local improvements within the meaning, and for the purposes set forth in the Local Improvement Law for which a special assessment may be imposed; and

WHEREAS, pursuant to the RAB Law, a municipality may issue bonds (“**RABs**”) to finance redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, which RABs may be secured by, among other things, a special assessment on certain property within an area in need of redevelopment (the “**Special Assessments**”); and

WHEREAS, on February 20, 2013, the City finally adopted that certain ordinance entitled “An Ordinance of the City of Asbury Park, in the County of Monmouth, New Jersey, Providing for the Special Assessment of the Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements in Portions of the Prime Renewal

Area and the Boardwalk Area within the Asbury Park Redevelopment Area and Establishment of a Mechanism for Payment of the Cost Thereof” (the “**Ordinance**”), which Ordinance authorized the imposition of the Special Assessments pursuant to the statutory procedure set forth in the Local Improvements Law, *N.J.S.A. 40:56-1 et seq.* or pursuant to special assessment agreements (each, a “**Special Assessment Agreement**”); and

WHEREAS, as an inducement to the Master Developer to undertake the Project and in furtherance of the purposes of the Act and the RAB Law and to assist in financing the cost of the Project, the City also adopted a resolution on February 20, 2013 entitled “A RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY OF ASBURY PARK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$58,000,000 (WATERFRONT REDEVELOPMENT AREA INFRASTRUCTURE PROJECT)” (the “**Bond Authorizing Resolution**”) authorizing the issuance its non-recourse Redevelopment Area Bonds (Waterfront Redevelopment Area Infrastructure Project), in an aggregate principal amount not to exceed \$58,000,000, in one or more series (the “**Bonds**”), which Bonds shall be secured by a pledge of the Pledged Portion of the Assessment, as defined in that certain Special Assessment Agreement executed by and between the City and the Master Developer (the “**Master Developer Special Assessment Agreement**”), and assignment of certain rights of the City with respect to the Project, including certain rights of the City under that certain Master Developer Special Assessment Agreement, and from time to time, by a Pledged Portion of the Assessment with respect to other Special Assessment Agreements or Special Assessments imposed in accordance with the Local Improvements Law, as such Special Assessment Agreements are executed and/or such Special Assessments are imposed, pursuant to an Indenture of Trust dated as of July 1, 2013, as amended and supplemented pursuant to supplemental trust indentures to be executed in connection with each series of Bonds, including but not limited to a First Supplemental Indenture dated as of July 1, 2013, a Second Supplemental Indenture dated as of January 1, 2016, a Third Supplemental Indenture dated as of January 1, 2016, a Fourth Supplemental Indenture dated as of June 1, 2021, a Fifth Supplemental Indenture dated as of September 23, 2022, a Sixth Supplemental Indenture dated as of September 22, 2023, a Seventh Supplemental Indenture dated as of September 22, 2023, an Eighth Supplemental Indenture dated as of May 30, 2024, a Ninth Supplemental Indenture dated as of May 30, 2024, a Tenth Supplemental Indenture dated as of May 30, 2024 and the Supplemental Indenture authorized by Section 7 hereof (collectively, the “**Trust Indenture**”), by and between the Authority and U.S. Bank Trust Company, National Association, formerly known as U.S. Bank, National Association (the “**Trustee**”), which pledge and assignment are hereby declared to further secure the payment of the principal of and interest on the Bonds; and

WHEREAS, the City issued \$1,055,000 aggregate principal amount of its initial non-recourse Redevelopment Area Bonds, Series 2013A (Waterfront Redevelopment Area Infrastructure Project) on July 19, 2013 (the “**Vive Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$1,531,092 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated May 15, 2013 (the “**Vive URE Special Assessment Agreement**”) entered into between the City and AP Block 146 Developer Urban Renewal, LLC (the “**Vive URE**”), an affiliate of the Master Developer, with respect to, and for the benefit of, the twenty-eight (28) condominium unit housing redevelopment

project constructed on property owned by Vive URE consisting of 801, 803, 805 and 807 Kingsley Street in the City (i.e., Block 3903, Lot 1 on the official tax maps of the City as a result of the consolidation of Block 3903, Lots 1, 2 and 3, the “**Vive Condominium**”); and

WHEREAS, the City issued \$1,465,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2016A (Waterfront Redevelopment Area Infrastructure Project) on January 7, 2016 (the “**South Grand Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$1,117,220 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated January 7, 2016 (the “**South Grand URE Special Assessment Agreement**”) entered into between the City, AP at South Grand Urban Renewal, LLC and K. Hovnanian at Asbury Park Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of twenty-eight (28) townhomes on property identified as Block 3205, Lots 13, 14 and 15 on the official tax map of the City (the “**South Grand Project**”); and

WHEREAS, the City issued \$1,980,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2016B (Waterfront Redevelopment Area Infrastructure Project) on January 7, 2016 (the “**Monroe Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$2,533,400.21 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated January 7, 2016 (the “**Monroe URE Special Assessment Agreement**”) entered into between the City and AP at Monroe Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of a three to four story condominium building containing thirty-four (34) residential units on property commonly known as 601 Heck Street in the City and currently identified as Block 3205, Lot 16, on the official tax map of the City (the “**Monroe Project**”); and

WHEREAS, the City issued \$3,375,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2021A (Waterfront Redevelopment Area Infrastructure Project) on June 4, 2021 (the “**Initial Triangle Cove Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$2,448,281.25 principal amount of Infrastructure Improvements set forth in that Amended and Restated Special Assessment Agreement dated June 1, 2021 (the “**Triangle Cove Special Assessment Agreement**”) entered into between the City and K. Hovnanian’s Cove at Asbury Park Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of 48 residential condominium units on property in the City and currently identified as Block 3801, Lots 1.01, 1.03 and 1.05, on the official tax map of the City (the “**Triangle Cove Project**”); and

WHEREAS, the City issued \$1,675,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds, Series 2023A (Waterfront Redevelopment Area Baltic Infrastructure Project) on September 22, 2023 (the “**Baltic Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$1,081,382.25 principal amount of Infrastructure Improvements set forth in that Amended and Restated Special Assessment

Agreement dated September 21, 2023 (the “**Baltic Special Assessment Agreement**”) entered into between the City and K. Hovnanian’s Baltic at Asbury Park Urban Renewal, LLC to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of 17 residential condominium units on property in the City and currently identified as Block 4003, Lots 1, 2 and 16, on the official tax map of the City (the “**Baltic Project**”); and

WHEREAS, the City issued \$2,545,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds, Series 2023B (Waterfront Redevelopment Area Aegean Infrastructure Project) on September 22, 2023 (the “**Aegean Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$1,712,783.75 principal amount of Infrastructure Improvements set forth in that Amended and Restated Special Assessment Agreement dated September 21, 2023 (the “**Aegean Special Assessment Agreement**”) entered into between the City and K. Hovnanian’s Aegean at Asbury Park Urban Renewal, LLC to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of 27 residential condominium units on property in the City and currently identified as Block 4003, Lots 12, 13 and 14, on the official tax map of the City (the “**Aegean Project**”); and

WHEREAS, the City issued \$1,465,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds, Series 2024A (Waterfront Redevelopment Area Supplemental Triangle Cove Infrastructure Project) on May 30, 2024 (the “**Supplemental Triangle Cove Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$1,187,025 principal amount of additional Infrastructure Improvements set forth in the Triangle Cove Special Assessment Agreement, as amended and supplemented by that First Amendment to Amended and Restated Special Assessment Agreement dated as of May 30, 2024 (collectively, the “**Amended Triangle Cove Special Assessment Agreement**”), entered into between the City and K. Hovnanian’s Cove at Asbury Park Urban Renewal, LLC to provide funding to the Master Redeveloper for the financing of the Cost of certain additional wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of the Triangle Cove Project; and

WHEREAS, the City issued \$5,440,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds, Series 2024B (Waterfront Redevelopment Area Toll Bros. AP Infrastructure Project) on May 30, 2024 (the “**Toll Bros. AP Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$3,861,137.78 principal amount of Infrastructure Improvements set forth in that Amended and Restated Special Assessment Agreement dated May 30, 2024 (the “**Toll Bros. AP Special Assessment Agreement**”) entered into between the City and Toll Bros. Asbury Park Urban Renewal, LLC to provide funding to the Master Redeveloper for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of 62 residential condominium units on property in the City and currently identified as Block 3103, Lot 1, on the official tax map of the City (the “**Toll Bros. AP Project**”); and

WHEREAS, the City issued \$1,275,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds, Series 2024C (Waterfront Redevelopment Area 7th Avenue

Infrastructure Project) on May 30, 2024 (the “**7th Avenue Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$907,477.60 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated May 30, 2024 (the “**7th Avenue Special Assessment Agreement**”) entered into between the City and 202/204 7th Avenue Urban Renewal, LLC to provide funding to the Master Redeveloper for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of 14 residential condominium units on property in the City and currently identified as Block 4201, Lot 4.01 (formerly Lots 3 and 4), on the official tax map of the City (the “**7th Avenue Project**”); and

WHEREAS, \$37,725,000 of the original \$58,000,000 non-recourse Bonds authorized by the Bond Authoring Resolution remains and the City desires to issue one or more series of additional non-recourse Bonds in an aggregate principal amount not to exceed \$3,000,000 (the “**PHM Sunset Square Bonds**”) to provide funding to the Master Redeveloper for the financing of a portion of the Project consisting of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of 28 for-sale residential townhouses being constructed by PHM Sunset Square Urban Renewal LLC on property in the City and currently identified as Block 4205, Lot 3.01 (formerly Lots 2 and 3) on the official tax map of the City (the “**PHM Sunset Square Project**”) and in accordance with the Master Developer Special Assessment Agreement, the Ordinance, and an additional Special Assessment Agreement to be entered into between the City and by PHM Sunset Square Urban Renewal LLC (the “**PHM Sunset Square Special Assessment Agreement**”), providing, in part, for payments by the owners of the properties benefited by the PHM Sunset Square Project to meet installments of interest and principal on the PHM Sunset Square 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 PHM Sunset Square Project as a portion of the Project. In order to finance the PHM Sunset Square Project, additional Bonds in the aggregate principal amount not to exceed \$3,000,000 (the “**PHM Sunset Square 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 PHM Sunset Square Bonds, from the original authorization of Bonds, making the remaining authorization of Bonds to be issued pursuant to the Bond Authorizing Resolution not to exceed \$34,725,000 (after deducting the amount of the Vive Bonds, the South Grand Bonds, the Monroe Bonds, the Initial Triangle Cove Bonds, the Baltic Bonds, the Aegean Bonds, the Supplemental Triangle Cove Bonds, the Toll Bros. AP Bonds and the 7th Avenue Bonds and as adjusted after the issuance of the PHM Sunset Square Bonds authorized hereby). The PHM Sunset Square 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 PHM Sunset Square 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 PHM Sunset Square Bonds.

Section 2. Bonds to Constitute Special Limited Obligations. The PHM Sunset Square Bonds, which are issued as Additional Bonds under the Trust Indenture, as may be amended and supplemented in connection with the issuance of the PHM Sunset Square 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 PHM Sunset Square 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 PHM Sunset Square Bonds. The payment of the principal of, premium, if any, and interest on the PHM Sunset Square 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 the PHM Sunset Square Agreement. Neither the members of City Council nor any person executing the PHM Sunset Square Bonds issued pursuant to this resolution, the Act and the RAB Law shall be liable personally on the PHM Sunset Square Bonds by reason of the issuance thereof. The PHM Sunset Square 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 PHM Sunset Square 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 PHM Sunset Square Bonds.

Section 3. Authorization of Bonds. (a) The PHM Sunset Square Bonds shall mature no later than 30 years from the date of issuance and shall be issued in an aggregate principal amount not exceeding \$3,000,000. The PHM Sunset Square 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) The Mayor or City Manager (each an “**Authorized Officer**”) 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 PHM Sunset Square 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 PHM Sunset Square Bonds. The PHM Sunset Square Bonds may be sold pursuant to a competitive sale, negotiated sale or limited placement agency, all as determined by an Authorized Officer. A copy of the Contract of Purchase shall be filed upon execution with the records of the City.

Section 4. Execution and Authentication. The PHM Sunset Square 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 PHM Sunset Square Bonds, and shall be issued in registered form qualifying for book entry registration.

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

Section 6. Approval of Offering Document. The distribution by the Underwriters of a Limited Offering Memorandum or Official Statement in preliminary form (the “**Preliminary Offering Document**”) relating to the PHM Sunset Square Bonds (a draft of which shall be filed with records of the City) in connection with the marketing of the PHM Sunset Square Bonds, and the distribution of a final Limited Offering Memorandum or Official Statement relating to the PHM Sunset Square Bonds to the purchasers of the PHM Sunset Square 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 PHM Sunset Square 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 Supplemental Indenture. The form of the 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 said Supplemental Indenture in such form, with such changes therein (including, but not limited to, changes in the numerical designation of said Supplemental Indenture and/or the series designation of the bonds authorized thereby) 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 Supplemental Indenture authorized by Section 7 hereof), the Master Developer Special Assessment Agreement and the PHM Sunset Square Special Assessment Agreement and the issuance and sale of the PHM Sunset Square 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 Supplemental Indenture authorized by Section 7 hereof), the Contract of Purchase, the Official Statement or the PHM Sunset Square 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 PHM Sunset Square 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. 2024-425 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2024

CERTIFIED BY ME THIS 12th DAY OF September, 2024.

LISA ESPOSITO
CITY CLERK

ELEVENTH SUPPLEMENTAL INDENTURE**By and Between****CITY OF ASBURY PARK, NEW JERSEY****and****U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION****Relating To**

**\$_____ REDEVELOPMENT AREA BONDS, SERIES 2024D
(WATERFRONT REDEVELOPMENT AREA PHM SUNSET SQUARE INFRASTRUCTURE
PROJECT)
(NON-RECOURSE)**

Dated as of October __, 2024

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ELEVENTH SUPPLEMENTAL INDENTURE

This Eleventh Supplemental Indenture, dated as of October __, 2024, 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 Indenture of Trust dated as of June 1, 2013 (the “**Indenture**”); and

WHEREAS, by resolution duly adopted on February 20, 2013, 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 \$58,000,000 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 certain infrastructure improvements (the “**Improvements**”) in the Asbury Park Waterfront Redevelopment Area required to be undertaken by Asbury Partners, LLC (the “**Master Developer**”) under the terms of an Amended and Restated Master Developer and Land Disposition Agreement dated October 28, 2002, as amended by the First Amendment dated August 1, 2018 and the Second Amendment dated October 3, 2019, and as such agreement may be further amended and supplemented from time to time (collectively, the “**Master Developer Agreement**”) in connection with the development of certain residential housing units; 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 February 20, 2013 an Ordinance entitled “An Ordinance of the City of Asbury Park, in the County of Monmouth, New Jersey, providing for the Special Assessment of the Cost of certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements in Portions of the Prime Renewal Area and the Boardwalk Area within the Asbury Park Redevelopment Area and Establishment of a Mechanism for Payment of the Cost Thereof” and entered into a special assessment agreement dated May 15, 2013 with Master Developer (the “**Master Developer Special Assessment Agreement**”) and together with the hereinafter defined Supplemental PHM Sunset Square Special Assessment Agreement (collectively, the “**Special Assessment Agreements**”) for the assessment on certain property of the costs of such Improvements; and

WHEREAS, the City issued \$1,055,000 aggregate principal amount of its initial non-recourse Redevelopment Area Bonds, Series 2013A (Waterfront Redevelopment Area Infrastructure Project) on July 19, 2013 (the “**Vive Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$1,531,092 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated May 15, 2013 (the “**Vive URE Special Assessment Agreement**”) entered into between the City and AP Block 146 Developer Urban Renewal, LLC (the “**Vive URE**”), an affiliate of the Master Developer, with respect to, and for the benefit of, the twenty-eight (28) condominium unit housing redevelopment project constructed on property owned by Vive URE consisting of 801, 803, 805 and 807 Kingsley Street in the City (i.e., Block 3903, Lot 1 on the official tax maps of the City as a result of the consolidation of Block 3903, Lots 1, 2 and 3, the “**Vive Condominium**”); and

WHEREAS, the City issued \$1,465,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2016A (Waterfront Redevelopment Area Infrastructure Project) on January 7, 2016 (the “**South Grand Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$1,117,220 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated January 7, 2016 (the “**South Grand URE Special Assessment Agreement**”) entered into between the City, AP at South Grand Urban Renewal, LLC and K. Hovnanian at Asbury Park Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of twenty-eight (28) townhomes on property identified as Block 3205, Lots 13, 14 and 15 on the official tax map of the City (the “**South Grand Project**”); and

WHEREAS, the City issued \$1,980,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2016B (Waterfront Redevelopment Area Infrastructure Project) on January 7, 2016 (the “**Monroe Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$2,533,400.21 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated January 7, 2016 (the “**Monroe URE Special Assessment Agreement**”) entered into between the City and by AP at Monroe Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of a three to four story condominium building containing thirty-four (34) residential units on property commonly known as 601 Heck Street in the City and currently identified as Block 3205, Lot 16, on the official tax map of the City (the “**Monroe Project**”); and

WHEREAS, the City issued \$3,375,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2021A (Waterfront Redevelopment Area Infrastructure Project) on June 4, 2021 (the “**Initial Triangle Cove Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$2,448,281.25 principal amount of Infrastructure Improvements set forth in that Amended and Restated Special Assessment Agreement dated June 1, 2021 (the “**Triangle Cove Special Assessment Agreement**”) entered into between the City and by K. Hovnanian’s Cove at Asbury Park Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of 48 residential condominium units on property in the City and currently identified as Block 3801, Lots 1.01, 1.03 and 1.05, on the official tax map of the City (the “**Triangle Cove Project**”); and

WHEREAS, the City issued \$1,675,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds, Series 2023A (Waterfront Redevelopment Area Baltic Infrastructure Project) on September 22, 2023 (the “**Baltic Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$1,081,382.25 principal amount of Infrastructure Improvements set forth in that Amended and Restated Special Assessment Agreement dated September 21, 2023 (the “**Baltic Special Assessment Agreement**”) entered into between the City and K. Hovnanian’s Baltic at Asbury Park Urban Renewal, LLC to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of 17 residential condominium units on property in the City and currently identified as Block 4003, Lots 1, 2 and 16, on the official tax map of the City (the “**Baltic Project**”); and

WHEREAS, the City issued \$2,545,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds, Series 2024 (Waterfront Redevelopment Area Aegean Infrastructure Project) on September 22, 2023 (the “**Aegean Bonds**”) to provide funds to, among

other things, finance and/or refinance part of the \$1,712,783.75 principal amount of Infrastructure Improvements set forth in that Amended and Restated Special Assessment Agreement dated September 21, 2023 (the “**Aegean Special Assessment Agreement**”) entered into between the City and K. Hovnanian’s Aegean at Asbury Park Urban Renewal, LLC to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of 27 residential condominium units on property in the City and currently identified as Block 4003, Lots 12, 13 and 14, on the official tax map of the City (the “**Aegean Project**”); and

WHEREAS, the City issued \$1,465,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds, Series 2024A (Waterfront Redevelopment Area Supplemental Triangle Cove Infrastructure Project) on May 30, 2024 (the “**Supplemental Triangle Cove Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$1,187,025 principal amount of additional Infrastructure Improvements set forth in the Triangle Cove Special Assessment Agreement, as amended and supplemented by that First Amendment to Amended and Restated Special Assessment Agreement dated as of May 30, 2024 (collectively, the “**Amended Triangle Cove Special Assessment Agreement**”), entered into between the City and K. Hovnanian’s Cove at Asbury Park Urban Renewal, LLC to provide funding to the Master Redeveloper for the financing of the Cost of certain additional wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of the Triangle Cove Project; and

WHEREAS, the City issued \$5,440,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds, Series 2024B (Waterfront Redevelopment Area Toll Bros. AP Infrastructure Project) on May 30, 2024 (the “**Toll Bros. AP Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$3,861,137.78 principal amount of Infrastructure Improvements set forth in that Amended and Restated Special Assessment Agreement dated May 30, 2024 (the “**Toll Bros. AP Special Assessment Agreement**”) entered into between the City and Toll Bros. Asbury Park Urban Renewal, LLC to provide funding to the Master Redeveloper for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of 62 residential condominium units on property in the City and currently identified as Block 3103, Lot 1, on the official tax map of the City (the “**Toll Bros. AP Project**”); and

WHEREAS, the City issued \$1,275,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds, Series 2024C (Waterfront Redevelopment Area 7th Avenue Infrastructure Project) on May 30, 2024 (the “**7th Avenue Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$907,477.60 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated May 30, 2024 (the “**7th Avenue Special Assessment Agreement**”) entered into between the City and 202/204 7th Avenue Urban Renewal, LLC to provide funding to the Master Redeveloper for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of 14 residential condominium units on property in the City and currently identified as Block 4201, Lot 4.01 (formerly Lots 3 and 4), on the official tax map of the City (the “**7th Avenue Project**”); and

WHEREAS, \$37,725,000 of the original \$58,000,000 non-recourse Bonds authorized by the Indenture remains (after deducting the amount of the Vive Bonds, the South Grand Bonds, the Monroe Bonds, the Initial Triangle Cove Bonds, the Baltic Bonds, the Aegean Bonds, the Supplemental Triangle Cove Bonds, the Toll Bros. AP Bonds and the 7th Avenue Bonds) and the City desires to issue one or more series of additional non-recourse Bonds in an aggregate

principal amount not to exceed \$_____ (the “**PHM Sunset Square Bonds**”) authorized by a resolution duly adopted by the City on September 11, 2024 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 \$3,000,000 (WATERFRONT REDEVELOPMENT AREA INFRASTRUCTURE PROJECT) IN CONNECTION WITH A PROJECT BEING UNDERTAKEN IN THE CITY BY PHM SUNSET SQUARE URBAN RENEWAL LLC AND AS A PORTION OF THE NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY PREVIOUSLY APPROVED PURSUANT TO A RESOLUTION DULY ADOPTED BY THE CITY COUNCIL ON FEBRUARY 20, 2013” and in connection with a portion of the Project being undertaken in the City by PHM Sunset Square Urban Renewal LLC, to provide funding to the Master Developer for the financing the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of 28 three-story stacked townhouses on property in the City and currently identified as Block 4205, Lot 3.01 (formerly Lots 2 and 3) on the official tax map of the City (the “**PHM Sunset Square Project**”) and in accordance with the terms of the Subsequent Developer Agreement, Master Developer Special Assessment Agreement, the Ordinance, and the Special Assessment Agreement by and among the City and PHM Sunset Square Urban Renewal LLC (the “**Supplemental PHM Sunset Square Special Assessment Agreement**”), providing, in part, for payments by the owners of the properties benefited by the PHM Sunset Square Project to meet installments of interest and principal on the PHM Sunset Square Bonds; and

WHEREAS, the execution and delivery of the Indenture and this Supplemental Indenture and the issuance of the Series 2024D Bonds (as defined herein) hereunder have been in all respects duly and validly authorized by resolutions 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 “Eleventh Supplemental Indenture” (this “**Supplemental Indenture**” or this “**Eleventh 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 2024 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 \$_____, which is equal to the least of (a) 125% average annual Debt Service on the Series 2024D Bonds (\$_____), (b) Maximum Annual Debt Service on the Series 2024D Bonds (\$_____) and (c) 10% of Series 2024D Bond proceeds (\$_____).

Issue Date means the date of delivery upon original issuance of the Series 2024D Bonds.

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

Purchaser means iStar Residential, LLC.

2024D Revenue Account means the account of the Revenue Fund established pursuant to Section 3.1 of this Supplemental Indenture.

Series 2024D Bond Resolution means the resolutions of the City adopted on February 20, 2013, as amended and supplemented, including as supplemented on September 11, 2024 authorizing the issuance and delivery of the Series 2024D Bonds.

Series 2024D Bonds means the Series of Bonds authorized by Section 2.1 of this Supplemental Indenture and entitled “Redevelopment Area Bonds, Series 2024D (Waterfront Redevelopment Area PHM Sunset Square 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 Eleventh Supplemental Indenture is executed pursuant to the provisions of the RAB Law, the Indenture, and the Series 2024D Bond Resolution. Nothing in this Eleventh 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 2024D Bonds, any right, remedy or claim under or by reason of this Eleventh Supplemental Indenture or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Eleventh 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 2024D 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 2024D 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 2024D Bonds are hereby authorized in the aggregate principal amount of \$_____. The Series 2024D Bonds shall be distinguished from the Bonds of all other Series by the title "Redevelopment Area Bonds, Series 2024D (Waterfront Redevelopment Area PHM Sunset Square Infrastructure Project)". The Series 2024D Bonds are the tenth Series of Bonds issued under the 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 2024D 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 2024D Bonds.

Section 2.2. Purposes. The Series 2024D 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 2024D Bonds. The Series 2024D Bonds shall be issued as fixed rate, tax-exempt Bonds.

Section 2.3. Date, Maturities, and Interest Rate. The Series 2024D 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 2024D 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 2024D Bonds shall be issued in the form of fully registered bonds without coupons, and the Series 2024D 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 2024 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 2024D Bond.

Section 2.5. Conditions Precedent to Issuance of Series 2024D 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 2024D Bonds unless theretofore or simultaneously therewith there shall have been delivered to the Trustee executed copies of the following:

PHM Sunset Square Special Assessment Agreement
PHM Sunset Square Financial Agreement
PHM Sunset Square 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 2024D Bonds.

Section 2.7. Appointment of Registrar. U.S. Bank Trust Company, National Association is hereby appointed Registrar with respect to the Series 2024D Bonds.

Section 2.8. Intentionally Omitted.

Section 2.9. Redemption of Series 2024D Bonds. (A) The Series 2024D Bonds shall be subject to redemption as follows:

(i) Optional Redemption. The Series 2024D Bonds are not subject to redemption prior to their respective maturities.

(ii) Special Mandatory Redemption. The Series 2024D 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 2024D Redemption Account, including funds required to be deposited to the 2024D 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 2024D 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 2024D Revenue Fund of the Pledged Special Assessment in excess of the amount needed to pay principal of or interest on the Series 2024D 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 2024D 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 2024D Bonds Due January 1 or July 1, as follows:

<u>Date</u>	<u>Sinking Fund Payment</u>
01/01/2027	
01/01/2028	
01/01/2029	
01/01/2030	
01/01/2031	
01/01/2032	
01/01/2033	
01/01/2034	
01/01/2035	
01/01/2036	
01/01/2037	
01/01/2038	
01/01/2039	
01/01/2040	
01/01/2041	
01/01/2042	
01/01/2043	
01/01/2044	
01/01/2045	
01/01/2046	
01/01/2047	
01/01/2048	
01/01/2049	
01/01/2050	
01/01/2051	
01/01/2052	
01/01/2053	
01/01/2054	
07/01/2054*	

*Final Maturity

(v) Partial Redemption. Any partial redemption of the Series 2024D 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 2024 Bonds left Outstanding must be in Authorized Denominations.

(B) Notice of Redemption. Notice of redemption of the Series 2024D 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 2024D Bonds or portions of Series 2024D 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 2024D 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 2024D Account and the 2024D Costs of Issuance Account; within the Debt Service Fund, the 2024D Capitalized Interest Account, the 2024D Interest Account and the 2024D Principal Account; within the Rebate Fund, the 2024D Rebate Account; within the Redemption Fund, the 2024D Redemption Account and within the Revenue Fund, the 2024D 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 2024D 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 2024D Bonds shall only be transferred between the respective Accounts to which they relate.

Section 3.2. Application of Series 2024D Bond Proceeds and Use of 2024D Accounts. The proceeds from the sale and delivery of the Series 2024D Bonds in the amount of \$_____ consisting of the principal amount of Series 2024D Bonds, together with a \$0.00 cash equity contribution from Asbury Partners, LLC shall be deposited in the following Accounts:

- (a) To the 2024D Account within the Project Fund, the amount of \$_____;
- (b) To the 2024D Capitalized Interest Account, the amount of \$_____ to pay interest due on the Series 2024D Bonds from the date of issuance through and including _____ 1, 202_;
- (c) To the Debt Service Reserve Fund, the amount of \$_____; and
- (d) To the Series 2024D Costs of Issuance Account, the amount of \$_____ to pay or reimburse costs of issuance of the Series 2024D Bonds

Section 3.3. Security for the Series 2024D Bonds. With respect to the Series 2024D Bonds, such Series 2024D Bonds shall be secured, inter alia, by the Trust Estate, including only those Net Revenues received from property associated with the PHM Sunset Square Project subject to the Ordinance, the Master Developer Special Assessment Agreement and the PHM Sunset Square Special Assessment Agreement.

ARTICLE IV

PROVISIONS RELATING TO THE SERIES 2024D 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 2024D 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 2024D Bonds.

Section 4.2 Appointment of Administrator, Special Assessment Amount and Deficiency Amount. Public Resources Advisory Group is hereby appointed Administrator for the Series 2024D Bonds and this Eleventh Supplemental Indenture. Within thirty (30) days following the sale of the last unit in the PHM Sunset Square 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 2024D Bonds applicable to the PHM Sunset Square Project, such excess may be refunded at the direction of the Master Developer, to PHM Sunset Square Urban Renewal LLC based upon payments of Deficiency Amounts.

ARTICLE V

MISCELLANEOUS

Section 5.1. Eleventh 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 2024D 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:

Dilworth Paxson LLP
4 Paragon Way, Suite 400
Freehold, New Jersey 07728
Attn: James G. Fearon, 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.

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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: _____
LILLIAN L. NAZZARO
City Manager

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By: _____
PAUL O'BRIEN
Vice President

[SIGNATURE PAGE TO ELEVENTH SUPPLEMENTAL INDENTURE]

SCHEDULE A
TERMS OF SERIES 2024D BONDS

<u>Principal Amount</u>	<u>Dated Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP No.</u>
\$_____	October __, 2024	July 1, 2054	____%	____%	_____

SCHEDULE B

FORM OF SERIES 2024D BOND

THE SERIES 2024D 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 2024D BONDS, THERE IS NO PUBLIC RATING ON THE SERIES 2024D BONDS, AND PURCHASE OF THE SERIES 2024D 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 2024D BONDS. EACH PROSPECTIVE INVESTOR SHOULD CONSIDER ITS FINANCIAL CONDITION AND THE RISKS INVOLVED TO DETERMINE ITS SUITABILITY TO INVEST IN THE SERIES 2024D BONDS.

IN ACCEPTING THIS SERIES 2024D 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 OCTOBER __, 2024, BETWEEN THE CITY AND iSTAR RESIDENTIAL LLC, THE CITY HAS NOT PROVIDED ANY DISCLOSURE REGARDING THE CITY IN CONNECTION WITH THIS SERIES 2024D BOND AND THE CITY SHALL HAVE NO LIABILITY IF THIS SERIES 2024D 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 2024D BOND, (D) IT CAN BEAR THE ECONOMIC RISK OF INVESTING IN THIS SERIES 2024D BOND, AND (E) IT HAS UNDERTAKEN THE OBTAINING OF ANY AND ALL INFORMATION IT DEEMS NECESSARY PRIOR TO PURCHASING THIS SERIES 2024D BOND.

R-1

\$ _____

**UNITED STATES OF AMERICA
CITY OF ASBURY PARK, NEW JERSEY
REDEVELOPMENT AREA BONDS, SERIES 2024D
(WATERFRONT REDEVELOPMENT AREA PHM SUNSET SQUARE INFRASTRUCTURE
PROJECT)
(NON-RECOURSE)**

<u>DATE OF ORIGINAL ISSUE:</u>	<u>MATURITY DATE:</u>	<u>RATE OF INTEREST PER ANNUM:</u>	<u>CUSIP NO.:</u>
October __, 2024	July 1, 2054	____%	_____

REGISTERED OWNER: iSTAR RESIDENTIAL, 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 specified above 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 July 1, 2025. 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, 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 2024D (Waterfront Redevelopment Area PHM Sunset Square Infrastructure Project) (Non-Recourse)", limited to an aggregate principal amount of \$_____ (herein called the "Series 2024D 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 Eleventh Supplemental Trust Indenture dated as of October __, 2024, by and between the City and Trustee (together, the "Indenture"). The proceeds of the Series 2024D 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 4205, Lot 3.01 (formerly Lots 2 and 3) 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 2024D Bonds through and including _____ 1, 202__, and (iii) provide funds to pay certain costs of issuing the Series 2024D Bonds. Terms not defined herein shall have the meanings assigned to them in the Indenture.

This bond, and the Series 2024D 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 2024D Bonds shall be subject to redemption as follows:

(i) Optional Redemption. The Series 2024D Bonds are not subject to redemption prior to their respective maturities.

(ii) Special Mandatory Redemption. The Series 2024D 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 2024D Redemption Account, including funds required to be deposited to the 2024D 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 2024D 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 2024D Revenue Fund of the Pledged Special Assessment in excess of the amount needed to pay principal of or interest on the Series 2024D 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 2024D 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 2024D Bonds Due January 1 or July 1 as follows:

<u>Date</u>	<u>Sinking Fund Payment</u>
01/01/2027	
01/01/2028	
01/01/2029	
01/01/2030	
01/01/2031	
01/01/2032	
01/01/2033	
01/01/2034	
01/01/2035	
01/01/2036	
01/01/2037	
01/01/2038	
01/01/2039	
01/01/2040	
01/01/2041	
01/01/2042	
01/01/2043	
01/01/2044	
01/01/2045	
01/01/2046	
01/01/2047	
01/01/2048	

<u>Date</u>	<u>Sinking Fund Payment</u>
01/01/2049	
01/01/2050	
01/01/2051	
01/01/2052	
01/01/2053	
01/01/2054	
07/01/2054*	

*Final Maturity

(v) Partial Redemption. Any partial redemption of the Series 2024D 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 2024D Bonds left Outstanding must be in Authorized Denominations.

Notice of Redemption. Notice of redemption of the Series 2024D 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 2024D Bonds or portions of Series 2024D 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 2024D 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 2024D 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 2024D 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 2024D 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.

[BALANCE OF PAGE LEFT INTENTIONALLY BLANK]

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 2024D 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: October __, 2024

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.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 11, 2024
RESOLUTION SUMMARY

2024-426

A Resolution establishing Free Parking during the 2024 holiday season to encourage the patronage of downtown businesses.



RESOLUTION NO. 2024-426

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

RESOLUTION AMENDING THE METERED PARKING REQUIREMENTS IN THE CITY FOR NOVEMBER 2024 AND DECEMBER 2024

WHEREAS, the requirements concerning metered parking in the downtown and waterfront areas of the City of Asbury Park (“the City”) were established per Ordinance No. 2982 (the “Ordinance”), which was adopted by the Mayor and City Council on May 19, 2011, and which has subsequently been amended in certain limited respects; and

WHEREAS, the Mayor and Council have previously taken action by Resolution to modify the metered parking requirements as set forth in the Ordinance for certain temporary periods of time for various reasons; and

WHEREAS, as an incentive to encourage increased business for the merchants in the downtown and waterfront areas of the City during the holiday season, the Mayor and Council wish to temporarily suspend the metered parking requirements in those areas so as to allow for “free” parking between the hours of 9:00 a.m. and 6:00 p.m. of each Saturday, commencing on November 30, 2024, through and including December 21, 2024; and

WHEREAS, the Mayor and Council wish to temporarily suspend the metered parking requirements for weekend public parking in the Bangs Avenue Garage located at 605 Bangs Avenue so as to allow for “free” parking for the months of November 2024 and December 2024; and

WHEREAS, the purpose of this Resolution is to memorialize this temporary suspension of the metered parking requirements.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and City Council of the City of Asbury Park that the metered parking requirements in the downtown and waterfront areas of the City, as established per Ordinance No. 2982, as amended, are hereby suspended so as to allow for “free” parking 9:00 a.m. and 6:00 p.m. of each Saturday, commencing on November 30, 2024, through and including December 2, 2024 and “free” parking each weekend in the Bangs Avenue Garage during the months of November 2024 and December 2024.

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. 2024-426 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2024

CERTIFIED BY ME THIS 12th DAY OF September, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 11, 2024
RESOLUTION SUMMARY

2024-427

This Resolution authorizes the City to accept a FEMA “Assistance to Firefighter” grant in the amount of \$154,530.00, on behalf of the City of Asbury Park, the City of Long Branch and the Wall Township Fire District #3, and to serve as the host jurisdiction concerning the grant. The grant will be utilized to train approximately 48 firefighters among the three jurisdictions as part of a response task force to respond to confined space emergencies throughout the region. The Resolution also authorizes the City to execute the attached Memorandum of Understanding with Long Branch and the Wall Township Fire District #3 concerning the implementation of the grant.



RESOLUTION NO. 2024-427

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

RESOLUTION AUTHORIZING THE CITY OF ASBURY PARK TO ACCEPT AN ASSISTANCE TO FIREFIGHTER GRANT (AFG) FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) RELATING TO CONFINED SPACE EMERGENCIES, AND AUTHORIZING THE CITY TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE LONG BRANCH FIRE DEPARTMENT AND THE WALL TOWNSHIP FIRE DISTRICT #3, IN FURTHERANCE THEREOF

WHEREAS, the City of Asbury Park, the City of Long Branch, and the Township of Wall Fire District #3, each maintain and operate a fire protection organization in and for their respective jurisdictions; and

WHEREAS, all three agencies (collectively referenced as the “Parties”) are tasked with performing confined space rescue service operations within their own jurisdictions, as well as the region, by operating jointly in terms of training, equipment acquisition and cache; and

WHEREAS, the Parties have been awarded a grant through the Federal Emergency Management Agency’s (FEMA’s) Assistance to Firefighter Grant (AFG) Program, in the amount of \$154,530.00 (the “grant”), which will be utilized to train approximately 48 firefighters by and among the Parties as part of a joint response task force to respond to confined space emergencies throughout the region; and

WHEREAS, it is anticipated that the grant shall be apportioned among the Parties in the following approximate amounts: City of Asbury Park - 40%; City of Long Branch - 40%; and Township of Wall - 20%; and

WHEREAS, the City of Asbury Park shall serve as the host jurisdiction relating to the grant; and

WHEREAS, the City of Asbury Park wishes to formally accept the grant on behalf of the Parties and to authorize the Asbury Park Fire Chief to execute the attached Memorandum of Understanding (“MOU”) on behalf of the City in furtherance of the above.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. That the City is hereby authorized to accept the above-referenced grant in the amount of \$154,530.00 on behalf of the Parties, through FEMA's AFG Program, and to serve as the host jurisdiction relating to this undertaking.
2. That the Asbury Park Fire Chief is hereby authorized to execute the attached MOU, or one which is substantially similar thereto and which is satisfactory to the City Attorney, on behalf of the City concerning this matter.
3. That all other City officials and employees are hereby authorized to undertake any activities, and execute any necessary documents, that are necessary in furtherance of the intentions of the within Resolution, so long as any such documents are in a form satisfactory to the City Attorney.
4. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Long Branch Fire Department;
 - b. Wall Township Fire District #3;
 - c. Asbury Park Fire Chief Kevin Keddy;
 - d. Lillian L. Nazzaro, Esq., City Manager;
 - e. JoAnn Boos, Chief Financial Officer; and
 - f. Frederick C. Raffetto, Esq., Municipal Attorney.

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. 2024-427 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2024

CERTIFIED BY ME THIS 12th DAY OF September, 2024.

LISA ESPOSITO
CITY CLERK

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF ASBURY PARK FIRE DEPARTMENT, THE LONG BRANCH FIRE DEPARTMENT AND THE WALL TOWNSHIP FIRE DISTRICT #3, CONCERNING AN ASSISTANCE TO FIREFIGHTER GRANT (AFG) THROUGH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) REGARDING CONFINED SPACE EMERGENCIES.

This Memorandum of Understanding ("MOU") is entered into on this _____ day of _____, 2024, by and between the City of Asbury Park Fire Department, the Long Branch Fire Department, and the Wall Township Fire District #3 (collectively referenced herein as the "Parties," and individually each shall be referenced as a "Party" or "agency").

Whereas, Fire Chief Kevin Keddy for the City of Asbury Park (EIN #21-6000035), Public Safety Director William Broughton for the City of Long Branch (Unique ID # JSH4SCXZU2K8), and Fire Chief Christopher Tamayo for the Township of Wall District #3 (EIN # 22-6291536), each maintain and operate a fire protection organization in and for their respective jurisdictions; and

Whereas, all three agencies are tasked with performing confined space rescue services within their own jurisdictions, as well as the region, by operating jointly in terms of training, equipment acquisition and cache; and

Whereas, all three agencies are Assistance to Firefighter Grant (AFG) Program eligible; and

Whereas, the Parties have drafted the within MOU in furtherance of the grant which has been awarded to the Parties through the Federal Emergency Management Agency's (FEMA's) AFG Program, in the amount of \$154,530.00 (the "grant"), to train approximately 48 firefighters among the three Parties as part of a joint response task force to respond to confined space emergencies throughout the region; and

Whereas, it is anticipated that the grant shall be apportioned among the Parties in the following approximate amounts: City of Asbury Park - 40%; City of Long Branch - 40%; and Township of Wall - 20%; and

Whereas, the City of Asbury Park shall serve as the host jurisdiction relating to the grant; and

Whereas, the Asbury Park Fire Department, the Long Branch Fire Department, and the Wall Township Fire District #3, are desirous of furnishing confined space rescue services with each other and the region, when such aid is required, as set forth below.

Now, Therefore, in consideration of the mutual covenants and promises contained therein, the parties hereby mutually agree as follows:

1. The City of Asbury Park is hereby designated as the host agency and shall be responsible for grant management relating to the AFG grant. Operationally, all of the

Parties will respond together to confined space emergencies in each other's jurisdictions.

2. The Chief of the Asbury Park Fire Department, the City of Long Branch Director of Public Safety and the Chief of the Wall Township Fire District #3 will develop, execute, and implement a joint confined space rescue team, which shall set forth the specific procedures and protocol to be used to affect a mutual and coordinated response to reports of confined space emergencies.

3. The distribution of grant funds will be spread to cover the cost of each participating member and any backfill costs that a participating agency incurs.

4. The respective agencies shall use the Incident Command System (ICS), representing the standard organization system to govern emergency operations.

5. The Parties may furnish rescue service, apparatus, personnel, equipment, materials, and/or supplies and render such protection services or station coverage for each other in the manner described this MOU. Joint training exercises will be carried out under the direction of the respective fire chiefs.

a. The respective Parties may respond to a confined space rescue emergency with one rescue company as defined by the National Incident Management System (NIMS).

b. Any additional resources (e.g., Hazardous Materials team, air unit, water rescue swimmers, or additional Chief Officers) provided by any Party shall fall under the Monmouth County Mutual Aid Response Plan (MARP).

c. Each Party shall ensure that responding personnel wear appropriate personal protective equipment when responding to an incident in each Party's jurisdiction.

d. The units and areas of response may be modified as agreed upon by the Fire Chiefs.

6. The services provided pursuant to this MOU shall not be used by any Party as a substitute for day-to-day full and continuing fire protection within its own borders. The rendering of aid by one Party to the other hereunder is voluntary. No Party shall be required to reduce its own fire protection resources, personnel, services or facilities to the detriment of its normal fire protection capability within its municipal borders.

7. No Party to this MOU shall be required to provide compensation to any other for services rendered hereunder. The advantage and protection of mutual aid responses afforded by this MOU shall constitute the sole and adequate consideration for the performance hereof.

8. Notwithstanding anything else stated to the contrary in this MOU, each Party shall be solely responsible for the actions of its respective officers, agents, and

employees while they are performing work, services or functions for said jurisdiction under this MOU. While performing work, services, or functions under this MOU, the officers, agents and employees of each Party are not officers, agents, or employees of any other Party, regardless of the nature and extent of the acts performed by them.

9. Each Party shall be solely liable to provide Workers' Compensation insurance coverage and pay valid claims for injuries or death to any of its officers, agents, or employees performing work, services or functions under this MOU, regardless of whether another Party was directly or indirectly supervising the conduct of such person(s). To this end, no Party shall assume any liability under Workers' Compensation laws or any other employers' liability laws on account of any work, service or function performed by another Party's officers, agents or employees under this MOU.

10. This MOU may be amended at any time by a written amendment hereto executed by the Parties. Any reduction, contracting or sub-contracting of day-to-day full and continuing fire protection services or resources by any Party shall be cause for renegotiation of this MOU.

IN WITNESS WHEREOF, the Asbury Park Fire Department, the Long Branch Fire Department, and the Wall Township Fire District #3 have entered into this Memorandum of Understanding as of the date first written above.

Asbury Park Fire Department

Long Branch Fire Department

Kevin Keddy,
Fire Chief

William Broughton,
Director of Public Safety

Wall Township Fire District #3

Christopher Tamayo,
Fire Chief



**Asbury Park, New Jersey
ORDINANCE NO. 2024-28**

**ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF
MONMOUTH, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A
FIRST AMENDMENT TO A LEASE AGREEMENT WITH ASBURY PARTNERS, LLC,
CAJUN FISH HOLDINGS, LLC AND AP FIVE PROP HOLDINGS, LLC FOR
CERTAIN PROPERTY WITHIN THE ASBURY PARK WATERFRONT
REDEVELOPMENT AREA**

WHEREAS, the City of Asbury Park (the “City”) acting under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Redevelopment Law”), has declared a portion of the City as an area in need of redevelopment which in general terms encompasses the property between Grand Avenue and the beachfront, consisting of approximately 230 acres known as the Waterfront Redevelopment Area (“Redevelopment Area”); and

WHEREAS, the City, acting under the Redevelopment Law and predecessor statutes, adopted a redevelopment plan for the Waterfront Redevelopment Area known as the Waterfront Redevelopment Plan on November 7, 1984, which has been subsequently amended, restated and superseded on March 15, 2002, and which may be further amended from time to time (“Redevelopment Plan”); and

WHEREAS, Asbury Partners, LLC (“Asbury Partners”) is the designated Master Developer within the Redevelopment Area and is the owner of the property designated as Block 4307, Lots 1 and 2, which is within the Redevelopment Area, and which are commonly known as 113 Seventh Avenue and 1611 Ocean Avenue (“Lots 1 and 2”); and

WHEREAS, Cajun Fish Holdings, LLC (“Cajun Fish”), an affiliate of Asbury Partners, LLC, is the owner of property designated as Block 4307, Lot 3, which is within the Redevelopment Area, and which is commonly known as 1601 Ocean Avenue (“Lot 3”); and

WHEREAS, Lots 1 and 2 and Lot 3 are collectively referred to as the “Leased Premises” and comprise approximately 22,000 square feet including a “tracking pad”; and

WHEREAS, by Ordinance of the City Council of the City of Asbury Park (the “City Council”), the City entered into a Lease Agreement with Master Developer and Cajun Fish Holdings, LLC (collectively, the “Parties”) for the Leased Premises (the “Lease” or the “Lease Agreement”) whereby the City stores certain containers as well as equipment and other materials for, *inter alia*, beachfront operations (collectively, the “Equipment”) thereupon pursuant to the terms and conditions of the Lease Agreement; and

WHEREAS, in preparation for the “Sea Hear Now Festival” hosted in the City of Asbury Park, through the month of September 2024, the City requires the temporary relocation

of the Equipment which is currently being stored on the Leased Premises, in order to support the production of the Sea Hear Now Festival; and

WHEREAS, Asbury Partners, Cajun Fish and AP Five Prop Holdings, LLC, an affiliate of Asbury Partners (“AP Five”), is aiding the City with such temporary relocation by providing the City with temporary additional/alternative space for the storage of the Equipment through the month of September 2024; and

WHEREAS, Asbury Partners is the vested owner of Block 4401, Lot 1, in the City of Asbury Park, New Jersey, and AP Five is the vested owner of Block 4302, Lot 2, in the City of Asbury Park, New Jersey; and

WHEREAS, the Parties desire to temporarily expand the “Leased Premises” to permit such temporary relocation of the Equipment to Block 4401, Lot 1 which is commonly known as 1801 Ocean Avenue and Block 4302, Lot 2 which is commonly known as 201-203 Eighth Avenue (collectively, and together with the “Leased Premises”, the “Temporary Expansion Premises”) and to modify the Lease Agreement pursuant to the terms of a First Amendment of the Lease Agreement in order to establish same; and

WHEREAS, the expansion and the Amendment would be in effect from July 15, 2024 through September 2024 and thereafter, the City would continue to lease only the Leased Premises pursuant to the terms of the Lease Agreement; and

WHEREAS, pursuant to N.J.S.A. 40A:12-5(a)(1) “any municipality, by ordinance, may provide for the acquisition of any real property, capital improvement, or personal property: (1) by purchase, gift, devise, lease, exchange, or condemnation”.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AS FOLLOWS:

Section 1. The defined terms set forth in the recitals contained in this ordinance are incorporated by reference as it is set forth at length herein.

Section 2. The City of Asbury Park, acting as a Tenant, is hereby authorized to enter into a First Amendment of the Lease Agreement with Asbury Partners, LLC, Cajun Fish Holdings, LLC, and AP Five Prop Holdings, LLC, acting as the Landlords, for the lease of the real property defined herein as the “Temporary Expansion Premises” through September 2024, which will be subject to all of the conditions set forth in the Lease Agreement.

Section 3. The Mayor and City Clerk are hereby authorized and directed to execute, on behalf of the City, a First Amendment of the Lease Agreement, which shall have been executed by Landlord, generally in a form approved by the Municipal Attorney, and such other documents as are necessary and advisable to lease the subject property with such revisions in said documents as the Municipal Attorney may advise and the Mayor may approve, such approval to be evidenced by execution hereof. The First Amendment of the Lease Agreement appended to the Ordinance is hereby incorporated into the record.

Section 4. The Temporary Expansion Premises shall solely be used for the purpose of supporting the City of Asbury Park’s beachfront operations and other similar municipal services.

Section 5. The City of Asbury Park shall pay rent in the amount of \$1.00 per year to Asbury Partners, LLC, Cajun Fish Holdings, LLC and AP Five Prop Holdings, LLC.

Section 6. This Ordinance shall take effect as provided by law.

WHEREAS, Asbury Partners, Cajun Fish and AP Five Prop Holdings, LLC, an affiliate of Asbury Partners (“AP Five”), is aiding the City with such temporary relocation by providing the City with temporary additional/alternative space for the storage of the Equipment through the month of September 2024; and

WHEREAS, Asbury Partners is the vested owner of Block 4401, Lot 1, in the City of Asbury Park, New Jersey, and AP Five is the vested owner of Block 4302, Lot 2, in the City of Asbury Park, New Jersey; and

WHEREAS, the Parties desire to temporarily expand the “Leased Premises” to permit such temporary relocation of the Equipment to Block 4401, Lot 1 and Block 4302, Lot 2 (collectively, and together with the “Leased Premises”, the “Temporary Expansion Premises”) and to modify the Lease Agreement pursuant to the terms of a First Amendment of the Lease Agreement in order to establish same; and

WHEREAS, the expansion and the Amendment would be in effect from July 15, 2024 through September 2024 and thereafter, the City would continue to lease only the Leased Premises pursuant to the terms of the Lease Agreement; and

WHEREAS, pursuant to N.J.S.A. 40A:12-5(a)(1) “any municipality, by ordinance, may provide for the acquisition of any real property, capital improvement, or personal property: (1) by purchase, gift, devise, lease, exchange, or condemnation”.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AS FOLLOWS:

Section 1. The defined terms set forth in the recitals contained in this ordinance are incorporated by reference as it is set forth at length herein.

Section 2. The City of Asbury Park, acting as a Tenant, is hereby authorized to enter into a First Amendment of the Lease Agreement with Asbury Partners, LLC, Cajun Fish Holdings, LLC, and AP Five Prop Holdings, LLC, acting as the Landlords, for the lease of the real property defined herein as the “Temporary Expansion Premises” through September 2024, which will be subject to all of the conditions set forth in the Lease Agreement.

Section 3. The Mayor and City Clerk are hereby authorized and directed to execute, on behalf of the City, a First Amendment of the Lease Agreement, which shall have been executed by Landlord, generally in a form approved by the Municipal Attorney, and such other documents as are necessary and advisable to lease the subject property with such revisions in said documents as the Municipal Attorney may advise and the Mayor may approve, such approval to be evidenced by execution hereof. The First Amendment of the Lease Agreement appended to the

Ordinance is hereby incorporated into the record.

Section 4. The Temporary Expansion Premises shall solely be used for the purpose of supporting the City of Asbury Park's beachfront operations and other similar municipal services.

Section 5. The City of Asbury Park shall pay rent in the amount of \$1.00 per year to Asbury Partners, LLC, Cajun Fish Holdings, LLC and AP Five Prop Holdings, LLC.

Section 6. This Ordinance shall take effect as provided by law.

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 ORDINANCE NO. 2024-28 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2024

LISA ESPOSITO
CITY CLERK

FIRST AMENDMENT
TO
LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this “Amendment”), made as of July 15, 2024 (the “Effective Date”), between **ASBURY PARTNERS, LLC**, a New Jersey limited liability company having an office at c/o Star Holdings at 1089 Ocean Avenue, 3rd Floor, Asbury Park, New Jersey 07712, and **CAJUN FISH HOLDINGS, LLC**, having an office at c/o Star Holdings at 1089 Ocean Avenue, 3rd Floor, Asbury Park, New Jersey 07712 (collectively, “Landlord”) and the **CITY OF ASBURY PARK**, a municipal corporation of the State of New Jersey with an address at One Municipal Plaza, Asbury Park, New Jersey 07712 (“Tenant”). Each of Landlord and Tenant are sometimes referred to as a “Party” and collectively as the “Parties”.

PRELIMINARY STATEMENT

WHEREAS, by Ordinance of the City Council of the City of Asbury Park (the “City Council”), Landlord and Tenant are parties to that certain Lease Agreement dated January 23, 2024 (the “Lease”), pursuant to which, inter alia, Landlord leased to Tenant, and Tenant hired from Landlord, certain premises consisting of approximately 22,000 square feet including a “tracking pad” located upon portions of Lot 1 (commonly known as 113 Seventh Avenue), Lot 2 (commonly known as 1611 Ocean Avenue), and Lot 3 (commonly known as 1601 Ocean Avenue), in Block 4307, in the City of Asbury Park, New Jersey, as more specifically described in the Lease (the “Leased Premises”) on the terms and conditions more specifically set forth in the Lease;

WHEREAS, in preparation for the “Sea Hear Now Festival” hosted in the City of Asbury Park, New Jersey, through the month of September 2024, Tenant requires the temporary relocation of all beach operations equipment and containers currently being stored on the Leased Premises;

WHEREAS, Landlord is aiding Tenant with such temporary relocation by providing Tenant with temporary additional space for the storage of beach operations equipment and containers;

WHEREAS, Asbury Partners, LLC is the vested owner of Block 4401, Lot 1, in the City of Asbury Park, New Jersey, and Landlord’s affiliate, AP Five Prop Holdings, LLC, is the vested owner of Block 4302, Lot 2, in the City of Asbury Park, New Jersey;

WHEREAS, the Parties desire to temporarily expand the Leased Premises to permit such temporary relocation and to further modify the Lease pursuant to the terms of this Amendment.

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the parties hereto agree as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Lease.

2. **Temporary Expansion Premises.** From the Effective Date hereof through 11:59 pm on September 30, 2024 (the “Temporary Expansion Term”), the Leased Premises shall be expanded to include and incorporate Block 4401, Lot 1 which is commonly known as 1801 Ocean Avenue and Block 4302, Lot 2 which is commonly known as 201-203 Eighth Avenue, located in the City of Asbury Park, New Jersey (the “Temporary Expansion Premises”). Tenant’s use and occupancy of all or any portion of the Temporary Expansion Premises during the Temporary Expansion Term shall be limited to the storage of beach operations equipment and containers and shall be subject to all terms and conditions of the Lease.

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Upon expiration of the Temporary Expansion Term, Tenant's right to use and occupy the Temporary Expansion Premises shall cease to exist, Tenant shall quit and surrender the Temporary Expansion Premises, and for the remainder of the Term specified in the Lease, Tenant shall only be entitled to the use and occupancy of the Leased Premises, as that term is defined in Section 2(A) of the Lease. The Parties agree specifically that Landlord shall not be liable for any casualty, theft, damage, or destruction of beach operations equipment and containers stored on the Temporary Expansion Premises during the Temporary Expansion Term.

3. **Temporary Definition of Landlord.** Tenant acknowledges that the Temporary Expansion Premises is, in part, owed by Landlord's affiliate, AP Five Prop Holdings, LLC. As such, in order to bring legal effect to the demise of the Temporary Expansion Premises to Tenant, AP Five Prop Holdings, LLC must join the Parties in the execution of this Amendment. The Parties, therefore, specifically agree that during the Temporary Expansion Term, AP Five Prop Holdings, LLC (with specific regard to Block 4302, Lot 2), along with Asbury Partners, LLC (with specific regard to Block 4401, Lot 1 and the Leased Premises) and Cajun Fish Holdings, LLC (with specific regard to the Leased Premises), together collectively, shall be for all purposes under the Lease, the Landlord under the Lease with regard to the respective premises identified in this Paragraph 3. Upon expiration of the Temporary Expansion Term, and for the remainder of the Term specified in the Lease, the definition of Landlord under the Lease shall return to its meaning ascribed in the Lease (i.e., to include only Asbury Partners, LLC and Cajun Fish Holdings, LLC).

4. **Lease in Full Force and Effect.** Tenant hereby affirms that as of the date hereof the Lease is in full force and effect, that the Lease has not been modified or amended (except as provided in this Amendment) and that all of Landlord's obligations accrued to date have been performed. Tenant hereby agrees that to Tenant's knowledge there are, as of the date hereof, regardless of the giving of notice or the passage of time, or both, no defaults or breaches on the part of Landlord under the Lease. Landlord hereby agrees that, to Landlord's knowledge, there are, as of the date hereof, regardless of the giving of notice or the passage of time, or both, no defaults or breaches on the part of Tenant under the Lease.

5. **Condition of the Temporary Expansion Premises.** Tenant acknowledges that it is in occupancy of the Temporary Expansion Premise and hereby accepts the Temporary Expansion Premise in their "AS IS" physical condition and state of repair as of the date of this Amendment. Landlord shall have no obligation to do any work, perform any services or grant any construction allowances in connection with this Amendment.

6. **Entire Agreement.** Except as expressly amended and modified hereby, the Lease shall otherwise remain in full force and effect, the Parties hereto hereby ratifying and confirming the same. This Amendment, together with the Lease, is the complete understanding between the Parties and supersedes all other prior agreements and representations concerning its subject matter. To the extent of any inconsistency between the Lease and this Amendment, the terms of this Amendment shall control.

7. **Counterparts; Electronic Signatures.** This Amendment may be executed in any number of counterparts each of which together shall constitute an original. This Amendment may be executed and delivered by facsimile or other reliable electronic means (including email of a PDF document).

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amendment and shall be effective as of the date first set forth above.

LANDLORD:

ASBURY PARTNERS, LLC

By: _____
Name: BRIAN A. CHERIPKA
Title: AUTHORIZED SIGNATORY

CAJUN FISH HOLDINGS, LLC

By: _____
Name: BRIAN A. CHERIPKA
Title: AUTHORIZED SIGNATORY

AP FIVE PROP HOLDINGS, LLC

By: _____
Name: BRIAN A. CHERIPKA
Title: AUTHORIZED SIGNATORY

TENANT:

CITY OF ASBURY PARK

By: _____
Name: JOHN MOOR
Title: MAYOR



**Asbury Park, New Jersey
ORDINANCE NO. 2024-29**

**ORDINANCE ESTABLISHING A RESTRICTED PARKING SPACE FOR USE BY
HANDICAPPED PERSONS IN THE CITY OF ASBURY PARK ALONG BOND
STREET, AND AMENDING AND SUPPLEMENTING SECTION 7-36,
ENTITLED, "HANDICAPPED PARKING," OF CHAPTER VII, "TRAFFIC," OF THE
"REVISED GENERAL ORDINANCES OF THE CITY OF ASBURY PARK, NEW
JERSEY."**

WHEREAS, the City of Asbury Park (the "City") has been requested to create an additional handicapped parking space at 1407 Bond Street, in the City, on the Asbury Park City Tax Map, which handicapped parking space shall begin 110 feet south of the southwest corner of Bond Street and Sixth Avenue and extending 20 south feet therefrom; and

WHEREAS, pursuant to N.J.S.A. 39:4-197.5, a municipality may, by Ordinance, establish restricted parking space(s) in front of residences, schools, hospitals and other public buildings, and in shopping and business districts, for use by persons who have been issued special vehicle identification cards by the Division of Motor Vehicles pursuant to the provisions of N.J.S.A. 39:4-205, when using a motor vehicle on which is displayed a certificate, for which a special vehicle identification card has been issued pursuant to N.J.S.A. 39:4-206; and

WHEREAS, the Asbury Park Police Department has reviewed and approved this request; and

WHEREAS, the City therefore wishes to designate an additional restricted parking space for use by handicapped person(s) at the aforesaid property, and to amend and supplement Section 7-36, entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey," accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. There is hereby established an additional restricted parking space along Bond Street, in the City, on the Asbury Park City Tax Map, which handicapped parking space shall begin 110 feet south of the southwest corner of Bond Street and Sixth Avenue and extending 20 south feet therefrom, in accordance with the requirements set forth in this Ordinance.

2. The City Engineer is hereby designated to determine whether or not the said parking space and the erection of any signs associated therewith conform to the current standards prescribed by the Manual of Uniform Traffic Control Devices for Streets and Highways, as

adopted by the Commissioner of Transportation, and any other Department of Transportation rules and regulations governing parking spaces and signs, and shall certify his approval of the same to the Commissioner of Transportation in accordance with the requirements of N.J.S.A. 39:4-8.1.

3. The City is authorized to erect appropriate signage to designate the handicapped parking space established herein and may mark the street appropriately.

4. Any signs erected or street markings employed to identify the subject parking space shall clearly and conspicuously state "Parking for Handicapped Persons Only."

5. Section 7-36, entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey," is hereby amended and supplemented to include the following:

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Bond Street	West	Beginning at a point located 110 feet south of the southwest corner of Bond Street and Sixth Avenue and extending 20 south feet therefrom

6. On or before January 15th of every year (or the first weekday thereafter), the applicant shall provide proof to the City of Asbury Park Police Department that the handicapped parking space is still needed at the subject property. A failure to do so may result in the City's termination of the designated handicapped parking space.

7. The City reserves the right to terminate the designation of the within handicapped parking space at the City's discretion.

8. All other Ordinances or parts of Ordinances that are inconsistent herewith are hereby repealed to the extent of such inconsistencies.

9. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged to be invalid, and the remaining portions of this Ordinance shall be deemed severable therefrom and shall not be affected.

10. This Ordinance shall take effect upon final passage and publication in accordance with the law.

11. A certified copy of this Ordinance shall be provided to the Commissioner of Transportation within thirty (30) days of the adoption thereof.

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 ORDINANCE NO. 2024-29 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2024

LISA ESPOSITO
CITY CLERK



Asbury Park Police Department
Traffic Safety Bureau
Asbury Park, New Jersey

To: D/C Guy Thompson

From: PO William Reng (WR)

Date: 7/1/2024

Subject: Handicapped Parking Space Request

Sir, I was contacted by Jean McLaughlin 1407 Bond Street, with regards to a request for a handicapped parking space in front of her residence. I have checked the location and have verified all of her DMV paperwork and handicapped placards. I would like to request a handicapped parking ordinance and a handicapped space to read as follows.

Jean McLaughlin 1407 Bond Street.

Space should be IFO 1407 Bond Street which is located 150 feet south of the southwest corner of Sixth Avenue and Bond Street. Space should be 20 feet on center at that location. (Space should be offset of the ramp to the residence)

Attachment: Handicap Parking Request 1407 Bond St (2024-29 : Bond Street Additional Handicap Space)



**Asbury Park, New Jersey
ORDINANCE NO. 2024-30**

**ORDINANCE ESTABLISHING A RESTRICTED PARKING SPACE FOR USE BY
HANDICAPPED PERSONS RESIDING AT 1515 SUMMERFIELD AVENUE IN THE
CITY OF ASBURY PARK, AND AMENDING AND SUPPLEMENTING SECTION 7-36,
ENTITLED, "HANDICAPPED PARKING," OF CHAPTER VII, "TRAFFIC," OF THE
"REVISED GENERAL ORDINANCES OF THE CITY OF ASBURY PARK, NEW
JERSEY."**

WHEREAS, the City of Asbury Park (the "City") has been requested to create an additional handicapped parking space at 1515 Summerfield Avenue, in the City, on the Asbury Park City Tax Map, which handicapped parking space shall begin 260 feet east of the northeast corner of Summerfield Avenue and Ridge Avenue and extending 20 east feet therefrom; and

WHEREAS, pursuant to N.J.S.A. 39:4-197.5, a municipality may, by Ordinance, establish restricted parking space(s) in front of residences, schools, hospitals and other public buildings, and in shopping and business districts, for use by persons who have been issued special vehicle identification cards by the Division of Motor Vehicles pursuant to the provisions of N.J.S.A. 39:4-205, when using a motor vehicle on which is displayed a certificate, for which a special vehicle identification card has been issued pursuant to N.J.S.A. 39:4-206; and

WHEREAS, the Asbury Park Police Department has reviewed and approved this request; and

WHEREAS, the City therefore wishes to designate an additional restricted parking space for use by handicapped person(s) at the aforesaid property, and to amend and supplement Section 7-36, entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey," accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. There is hereby established an additional restricted parking space along Summerfield Avenue, in the City, on the Asbury Park City Tax Map, which handicapped parking space shall begin 260 feet east of the northeast corner of Summerfield Avenue and Ridge Avenue and extending 20 feet east therefrom, in accordance with the requirements set forth in this Ordinance.

2. The City Engineer is hereby designated to determine whether or not the said parking space and the erection of any signs associated therewith conform to the current standards

prescribed by the Manual of Uniform Traffic Control Devices for Streets and Highways, as adopted by the Commissioner of Transportation, and any other Department of Transportation rules and regulations governing parking spaces and signs, and shall certify his approval of the same to the Commissioner of Transportation in accordance with the requirements of N.J.S.A. 39:4-8.1.

3. The City is authorized to erect appropriate signage to designate the handicapped parking space established herein and may mark the street appropriately.

4. Any signs erected or street markings employed to identify the subject parking space shall clearly and conspicuously state "Parking for Handicapped Persons Only."

5. Section 7-36, entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey," is hereby amended and supplemented to include the following:

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Summerfield Avenue.	East	Beginning at a point located 260 feet east of the northeast corner of Summerfield Avenue and Ridge Avenue and extending 20 feet east therefrom

6. On or before January 15th of every year (or the first weekday thereafter), the applicant shall provide proof to the City of Asbury Park Police Department that the handicapped parking space is still needed at the subject property. A failure to do so may result in the City's termination of the designated handicapped parking space.

7. The City reserves the right to terminate the designation of the within handicapped parking space at the City's discretion.

8. All other Ordinances or parts of Ordinances that are inconsistent herewith are hereby repealed to the extent of such inconsistencies.

9. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged to be invalid, and the remaining portions of this Ordinance shall be deemed severable therefrom and shall not be affected.

10. This Ordinance shall take effect upon final passage and publication in accordance with the law.

11. A certified copy of this Ordinance shall be provided to the Commissioner of Transportation within thirty (30) days of the adoption thereof.

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 ORDINANCE NO. 2024-30 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2024

LISA ESPOSITO
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, September 11, 2024
REGULAR MEETING

Executive Session - 4:00 p.m.

2024-402 Resolution Authorizing a meeting which excludes the public

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
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	
Lillian Nazzaro	City Manager	Present	
Frederick Raffetto	City Attorney	Present	
Lisa Esposito	City Clerk	Present	

City Clerk Lisa Esposito called the meeting to order at 6:07 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

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, I would like to remind everyone that National Night Out is September 19th from 4:00 PM to 7:00 PM in Springwood Park, I hope to see you all there.

Council member Clayton stated, on September 21st the Quality of Life Committee is having their community festival. It's a family event you can come out, there's going to be bounce houses, a petting zoo, rock climbing walls, food trucks, food giveaways, and new clothing giveaways. There will be free hair cuts for kids, and free hair braiding for little girls. If you're out on Saturday, September 21st please join us and have a fun filled day.

Deputy Mayor Quinn stated, tomorrow night the city is having a mural input session at the senior center for a street mural that we are going to be doing, looking for input for that. I think it's 6:00 PM to 8:00 PM, so if you can come out to the senior center and give some input on that.

Mayor Moor had no matters at this time.

Matters from City Manager

City Manager, Lillian Nazzaro had no matters at this time.

Matters from City Attorney

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

1. Presentation by APW Redeveloper LLC and Asbury Partners LLC for the Redevelopment of Block 4302, Lot 2 201-203 Eighth Avenue

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: Darren Melberger made a comment about the presentation; Allison Marshall made a comment about the presentation and tax abatements; Helen Yun made a comment about the presentation and parking; and Robin Singer made a comment about the development timeline for the presentation. 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:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

1. Municipal Council- Executive Meeting August 14, 2024 4:00 PM

2. Municipal Council - Regular Meeting - Aug 14, 2024 6:00 PM

CONSENT AGENDA RESOLUTIONS

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

2024-403 Resolution Approving Special Event Applications

2024-404 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 2024 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - National Opioid Settlement Proceeds

2024-405 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 2024 Sewer Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - American Rescue Plan

2024-406 Resolution Designating the Appointment of a Records Custodian in The City of Asbury Park Police Department for The Purposes of Open Public Records and Litigation Matters

INDIVIDUAL RESOLUTIONS

2024-407 Resolution Approving Payment of Bills

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

2024-408 Resolution Authorizing the Purchase and Installation of an HVAC System for the Police Department Evidence Rooms

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

2024-409 Resolution Authorizing the Purchase of Personal Protection Turnout Gear for the Fire Department

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

2024-410 Resolution Authorizing Purchase of Ammunition for the Police Department

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

2024-411 Resolution Awarding the Purchase of Snow Fencing Needed at the Beach to Robco Supply LLC

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

2024-412 Resolution Authorizing Design Services, and Contract Administration Services to Dynamic Traffic, LLC for Safe Routes to Transit, Intersection Upgrades and Traffic Signal Installation at Cookman Avenue and Bond Street

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

2024-413 Resolution Authorizing the Annual Renewal of Vector Scheduling Software for the Fire Department

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

2024-414 Resolution Authorizing the City of Asbury Park to Implement the Competitive Contracting Process to Procure the Software and Management Concerning the Scheduling, Fee Structure, Payment Processing and Record Keeping of Off-Duty Police Detail Administration Within the City

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

2024-415 Resolution Authorizing the Purchase of Short-Term Rental Permitting Software Needed for Code Enforcement

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

2024-416 Resolution Amending Resolution 2023-438 and the Contract with S. Brothers for Roadway Improvement Program

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

2024-417 Resolution Amending The Scope Of Engineering Services To Be Performed By CDM Smith, Inc., Relating To The Design Of Phase I Wastewater Treatment Plant Improvements In Order To Include System, Resiliency, WWTP Breakroom, Structural Improvements for Belt Thickener Access, Improvements for Screenings, Effluent Pump Check Valve Replacement, Additional Structural Analysis

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

2024-418 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 for PHM Sunset Park Urban Renewal LLC (Pulte Block 4205)

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

2024-419 Resolution Approving Change Order #2 for the 2022 Roadway Improvement Program

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

2024-420 Resolution Approving Change Order 11 for Memorial Drive Improvements Project

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

2024-421 Resolution Authorizing The Execution Of An Indemnification And Hold Harmless Agreement With New York SMSA Limited Partnership D/B/A Verizon Wireless

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

2024-422 Resolution of The Mayor And City Council of The City of Asbury Park Authorizing The Use of The Properties Located At 512 Summerfield Avenue (Block 3101, Lot 3) and 514 Summerfield Avenue (Block 3101, Lot 2) As A Parking Lot on An Interim Basis And Authorizing The Entry of An Interim Parking Agreement Between Sackman Asset Management, LLC and The City

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

2024-423 Resolution of the Mayor and City Council of The City of Asbury Park to enter into a Professional Services Agreement with BJH Advisors for the Provision of RAB Administration for PHM Sunset Park Urban Renewal LLC (Pulte Block 4205)

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

2024-424 Resolution of the Mayor and City Council of The City of Asbury Park to Enter into a Second Amendment of the Subsequent Developer Agreement with Asbury Partners, LLC as Master Developer and Somerset Asbury Park in Connection with the Redevelopment of that Certain Real Property Located at Block 4105, Lot 1.01 (1209 Ocean and 115 Fourth Avenue) in the City of Asbury Park (Formerly Block 4105, Lots 1, 2 and a Portion of 3)

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

2024-425 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 \$3,000,000 (Waterfront Redevelopment Area Infrastructure Project) In Connection With A Project Being Undertaken In The City By PHM Sunset Square Urban Renewal LLC And As A Portion Of The Non-Recourse Redevelopment Area Bonds Of The City Previously Approved Pursuant To A Resolution Duly Adopted By The City Council On February 20, 2013

RESULT:	ADOPTED [4 TO 0]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
ABSTAIN:	Angela Ahbez-Anderson

2024-426 Resolution Amending the Metered Parking Requirements in the City for November 2024 and December 2024

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

2024-427 Resolution Authorizing The City Of Asbury Park To Accept An Assistance To Firefighter Grant (AFG) From The Federal Emergency Management Agency (FEMA) Relating To Confined Space Emergencies, And Authorizing The City To Execute A

Memorandum Of Understanding With The Long Branch Fire Department And The Wall Township Fire District #3, In Furtherance Thereof

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

Second Reading/Public Hearing

1. Ordinance of The City of Asbury Park, In The County of Monmouth, State Of New Jersey, Authorizing The Execution of a First Amendment To a Lease Agreement With Asbury Partners, LLC, Cajun Fish Holdings, LLC and AP Five Prop Holdings, LLC For Certain Property Within The Asbury Park Waterfront Redevelopment Area

A motion to open 2024-28 to the public was made by Deputy Mayor Quinn and seconded by Council member Chapman. All were favor. No members of the public spoke.

A motion to close 2024-28 to the public was made by Council member Chapman and seconded by Deputy Mayor Quinn. All were in favor.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2. Ordinance Establishing A Restricted Parking Space For Use By Handicapped Persons In The City Of Asbury Park along Bond Street, And Amending And Supplementing Section 7-36, Entitled, "Handicapped Parking," Of Chapter VII, "Traffic," Of The "Revised General Ordinances Of The City Of Asbury Park, New Jersey."

A motion to open 2024-29 to the public was made by Deputy Mayor Quinn and seconded by Council member Chapman. All were favor. No members of the public spoke.

A motion to close 2024-29 to the public was made by Council member Chapman and seconded by Deputy Mayor Quinn. All were in favor.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

3. Ordinance Establishing A Restricted Parking Space For Use By Handicapped Persons residing at 1515 Summerfield Avenue In The City Of Asbury Park, And Amending And Supplementing Section 7-36, Entitled, "Handicapped Parking," Of Chapter Vii, "Traffic," Of The "Revised General Ordinances Of The City Of Asbury Park, New Jersey."

A motion to open 2024-30 to the public was made by Deputy Mayor Quinn and seconded by Council member Chapman. All were favor. No members of the public spoke.

A motion to close 2024-30 to the public was made by Council member Chapman and seconded by Deputy Mayor Quinn. All were in favor.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

ORDINANCES

Second Reading/Public Hearing

2024-28 Ordinance of The City of Asbury Park, In The County of Monmouth, State Of New Jersey, Authorizing The Execution of a First Amendment To a Lease Agreement With Asbury Partners, LLC, Cajun Fish Holdings, LLC and AP Five Prop Holdings, LLC For Certain Property Within The Asbury Park Waterfront Redevelopment Area

A motion to open 2024-28 to the public was made by Council member Chapman and seconded by Mayor Moor. All were favor. No members of the public spoke.

A motion to close 2024-28 to the public was made by Mayor Moor and seconded by Council member Ahbez-Anderson . All were in favor.

RESULT:	ADOPTED [4 TO 0]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
AWAY:	Amy Quinn

2024-29 Ordinance Establishing A Restricted Parking Space For Use By Handicapped Persons In The City Of Asbury Park along Bond Street, And Amending And Supplementing Section 7-36, Entitled,“Handicapped Parking,” Of Chapter VII, “Traffic,” Of The “Revised General Ordinances Of The City Of Asbury Park, New Jersey.”

A motion to open 2024-29 to the public was made by Council member Ahbez-Anderson and seconded by Council member Chapman. All were favor. No members of the public spoke.

A motion to close 2024-29 to the public was made by Council member Chapman and seconded by Mayor Moor. All were in favor.

RESULT:	ADOPTED [4 TO 0]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
AWAY:	Amy Quinn

2024-30 Ordinance Establishing A Restricted Parking Space For Use By Handicapped Persons residing at 1515 Summerfield Avenue In The City Of Asbury Park, And Amending And Supplementing Section 7-36, Entitled,“Handicapped Parking,” Of Chapter Vii, “Traffic,” Of The “Revised General Ordinances Of The City Of Asbury Park, New Jersey.”

A motion to open 2024-30 to the public was made by Council member Ahbez-Anderson and seconded by Council member Chapman. All were favor. No members of the public spoke.

A motion to close 2024-30 to the public was made by Deputy Mayor Quinn and seconded by Council member Chapman. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 7:01 PM

A motion to close the meeting was made by Mayor Moor and seconded Council member Chapman.
Meeting adjourned at 7:01 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk