



Agenda
Meeting of the Municipal Council
Wednesday, April 22, 2026
REGULAR MEETING 6:00 PM

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

A. 2026-183 Resolution Authorizing A Meeting Which Excludes The Public

1. Public Safety

Police Monthly Report March 2026

2. Contract Negotiation

Block 4105, Lot 1.01 (1209 Ocean Avenue, 100 Fifth Avenue, and 115 Fourth Avenue

3. 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 15, 2026, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Items to be Presented:

Special Event Applications

Matters from City Council

Matters from City Manager

III. Regular Meeting

A. Public Participation

B. Minutes

Executive Meeting Minutes: April 8, 2026

Regular Meeting Minutes: April 8, 2026

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

2026-184 Resolution Approving Special Event Applications

2026-185 Resolution Identifying Menu Items as Per the Subsequent Developer Agreement Between the City of Asbury Park, Madison Asbury Retail LLC and Asbury Partners

2026-186 Resolution Amending Temporary Budget Appropriations For 2026 Budget

2026-187 Resolution Authorizing an Annual HVAC Preventative Maintenance Agreement with Automated Building Controls, Inc.

2026-174 Resolution Authorizing The City Of Asbury Park To Participate With The City Of Long Branch In An Application For A LEAP Implementation Grant Through The New Jersey Department Of Community Affairs, Division Of Local Government Services

D. Individual Resolutions

2026-188 Resolution Authorizing Payment Of Bills

2026-189 Resolution Approving Change Order #12 And Request To Exceed 20% Change Order Threshold For The Asbury Park Boardwalk Restroom Project

2026-190 Resolution of the Mayor and City Council of The City of Asbury Park to Enter into a Fifth Amendment of the Subsequent Developer Agreement with Asbury Partners, LLC, as Master Developer, and Somerset Asbury Park Urban Renewal, LLC, as Subsequent Developer, in Connection with the Redevelopment of that Certain Real Property Located at Block 4105, Lot 1.01 (1209 Ocean Avenue, 100 Fifth Avenue and 115 Fourth Avenue) in the City of Asbury Park (Formerly Block 4105, Lots 1, 2 and a Portion of 3)

E. Ordinances

1. Introduction

2026-9 Bond Ordinance Providing For Roadway Improvements To Langford Street, Appropriating \$1,500,000 Therefor And Authorizing The Issuance Of \$1,010,474 Bonds And Notes To Finance A Portion Of The Costs Thereof, Authorized In And By The City Of Asbury, In The County Of Monmouth, New Jersey

F. Adjournment



Minutes
Meeting of the Municipal Council
Wednesday, April 8, 2026
REGULAR MEETING

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

A. 2026-170 Resolution Authorizing A Meeting Which Excludes The Public

1. Contract Negotiations

Block 4105, Lot 1.01 (1209 Ocean Avenue, 100 Fifth Avenue, and 115 Fourth Avenue

2. Attorney-Client Privilege

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

Call to Order/Roll Call

Attendee Name	Status
Mayor John Moor	Present
Deputy Mayor Amy Quinn	Present
Council member Angela Ahbez-Anderson	Present
Council member Eileen Chapman	Present
Council member Yvonne Clayton	Present
City Clerk, Anthony Cucci	Present
City Manager, Adam Cruz	Present
Deputy City Manager, Cassandra Dickerson	Present
City Attorney, Kevin Starkey	Present

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 15, 2026, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

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 stated, Good Evening everyone, if you haven't noticed I've been filming our line dancing that has been taking place over at the senior center. We have been having a wonderful time, and there are only three Mondays remaining, so if you want to come on over and get your toes tapping you need to join us. It's at the senior center, and it is from 6:00PM to 7:00PM. I'm telling you, you need to bring a towel, water bottle and also get some rosemary oil because you're going to be sore the next day because you're going to have a great time. Hopefully you'll come out, and we'd like to thank Ms. Leesha Floyd, our recreation director. She put this together and we're having a good time. So hope to see you!

Council member Chapman stated, Also through the recreation department, we have swimming lessons for the children of our city of Asbury Park. They will be at the Boys and Girls Club on Monroe Avenue on Saturdays, April 11th through May 9th, youth ages 5-10 9:00AM to 10:00AM, and youth ages 11-17, 10:00AM to 11:00AM. We want to make sure that all of our children know how to swim and are ready to go to the beach and take surf lessons once the season begins.

Council member Clayton stated, This Friday night is the movie at the Showroom, and it's "Luca." It's Friday, 5:00PM, and it's free. You'll get popcorn, a drink, and free parking, and a movie. So that's at the Showroom right here on Cookman Avenue, so please come out. Also, there is going to be a community spring cleaning event at Kula farms on May 2nd from 9:00AM to 12:00PM and they're looking for donations. If you have small appliances, electronics, small furniture, car organizers, etc. You can drop off any Monday or Friday between the hours of 11:00AM and 4:00PM during April only. The event itself will take place on May 2nd between 9:00AM and 12:00PM. Also, there is going to be a beautification of the west side, so work with Interfaith Neighbors, community partners, and neighbors, to beautify your yard and block. If you want to sign up and be a part of and also receive these services, contact Diane Shelton at Interfaith. Her number is 732-775-0525 extension 257 and that's all I have for today. Thank you very much.

Deputy Mayor Quinn stated, I just want to take a minute and thank our City Manager, our Deputy City Manager, and our Director of DPW. We were asked to speak at a homeowner's meeting last week. It went for two hours and I don't remember that many of our city officials ever going to a meeting before and spending the entire time not only introducing yourselves, but

talking about what you bring to the city from leaf pickup, to snow removal, to PILOT's, to sewer hookups. So I really appreciated George as well, the head of our DPW who's relatively new, had a very, very rough winter, and I'm very appreciative of all three of you taking the time and doing the two hours at that meeting and taking all the questions.

Mayor Moor had no matters at this time.

Matters from City Manager

City Manager Adam E. Cruz had no matters at this time.

Matters from City Attorney

City Attorney, Kevin Starkey stated, some good news to report about the Paramount Theater, our redevelopment attorney, Joe Maraziti to give us an update on the latest.

1. Environmental Shade Tree Commission Tree Inventory Presentation

III. Regular Meeting

A. Public Participation

A motion was made by Council member Ahbez-Anderson and seconded by Council member Chapman to open the meeting to the public. All were in favor.

The following members of the public spoke: Frank Cuccinotta made a comment about infrastructure maintenance. Terry Adelstein made a comment about upcoming affordable housing. Chris Olith made a comment about Asbury Park's boardwalk structures.

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

B. Minutes

RESULT: Passed
MOVER: Deputy Mayor Amy Quinn
SECONDER: Council member Eileen Chapman
AYES: Mayor John Moor, Deputy Mayor Amy Quinn, Council member Angela Ahbez-Anderson, Council member Eileen Chapman, Council member Yvonne Clayton
NAYS: None

Executive Meeting Minutes: March 25, 2026

Regular Meeting Minutes: March 25, 2026

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

RESULT: Passed
MOVER: Deputy Mayor Amy Quinn
SECONDER: Council member Angela Ahbez-Anderson
AYES: Mayor John Moor, Deputy Mayor Amy Quinn, Council member Angela Ahbez-Anderson, Council member Eileen Chapman, Council member Yvonne Clayton
NAYS: None

2026-171 Resolution Approving Special Event Applications

2026-172 Resolution to Adjust Sewer Charges on Various Accounts

2026-173 Resolution Authorizing The Donation Of Surplus Fire Department Equipment Through The 9/11 Fund

2026-175 Resolution Approving a Person to Person Liquor License Transfer of Plenary Retail License Number 1303-33-049 From ABG Liquor Holdings, LLC to Kinmouth Liquor License, LLC

2026-176 Resolution Authorizing The Acceptance And Participation With The State Of New Jersey In The Cops In Shops Summer Shore Initiative 2026 Program Administered By The New Jersey Department Of Law And Public Safety, Office Of The Attorney General Grant Award# AL-26-07-02-01

2026-177 Resolution Authorizing The City Of Asbury Park To Apply For And Accept A Grant From The Hazardous Discharge Site Remediation Fund Public Entity Program Through The New Jersey Economic Development Authority And The New Jersey Department Of Environmental Protection For Remedial Action At 1219 Springwood Avenue (Block 1103, Lot 49), 1407 Springwood Avenue (Block 1004, Lot 5) And 1505 Springwood Avenue (Block 1001, Lot 1) In An Amount Not To Exceed \$305,956.66

2026-178 Resolution Authorizing The Amendment Of A Contract With Ambient For Remediation Services At 61-63 Ridge Avenue And 1219, 1407 And 1505 Springwood Avenue, Asbury Park, NJ

2026-179 Resolution Amending Resolution No. 2023-476 To Acknowledge And Endorse The Lower Cost Threshold For Use Of Project Labor Agreements For Public Works Projects

D. Individual Resolutions

2026-180 Resolution Authorizing Payment Of Bills

RESULT: Passed

MOVER: Council member Yvonne Clayton
SECONDER: Council member Eileen Chapman
AYES: Mayor John Moor, Deputy Mayor Amy Quinn, Council member Angela Ahbez-Anderson, Council member Eileen Chapman, Council member Yvonne Clayton
NAYS: None

2026-181 Introduction of 2026 Municipal Budget

RESULT: Passed
MOVER: Mayor John Moor
SECONDER: Council member Eileen Chapman
AYES: Mayor John Moor, Deputy Mayor Amy Quinn, Council member Angela Ahbez-Anderson, Council member Eileen Chapman, Council member Yvonne Clayton
NAYS: None

2026-182 Resolution Authorizing a Professional Services Contract with T&M Associates for Professional Engineering Services Related to the Preparation of the NJDEP MS4 Watershed Improvement Plan (WIP)

RESULT: Passed
MOVER: Deputy Mayor Amy Quinn
SECONDER: Council member Yvonne Clayton
AYES: Mayor John Moor, Deputy Mayor Amy Quinn, Council member Angela Ahbez-Anderson, Council member Eileen Chapman, Council member Yvonne Clayton
NAYS: None

2026-183 Resolution Of The Mayor And City Council Of The City Of Asbury Park Authorizing The City To Enter Into An Addendum To The Boardwalk Preservation Fund Sub Grant Agreement With Madison Asbury Retail, LLC Dated March 26, 2025 To Provide For The Construction Of The Mar Phase II Project Regarding Paramount Theater

RESULT: Passed
MOVER: Deputy Mayor Amy Quinn
SECONDER: Council member Angela Ahbez-Anderson
AYES: Mayor John Moor, Deputy Mayor Amy Quinn, Council member Angela Ahbez-Anderson, Council member Eileen Chapman, Council member Yvonne Clayton
NAYS: None

E. Adjournment

The meeting was adjourned at 7:05 PM

A motion to close the meeting was made by Council member Ahbez-Anderson and seconded Deputy

Mayor Quinn.

Respectfully submitted by:

Anthony Cucci, City Clerk



RESOLUTION - 2026-184

**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 April 22, 2026 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Siren Arts
2. Rodeo for Recreation

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, ANTHONY CUCCI, 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. 2026-___ which was finally adopted by the City Council at a meeting held on the ___ day of ___, 2026

CERTIFIED BY ME THIS __ DAY OF ___, 2026.

Anthony Cucci, City Clerk

ANTHONY CUCCI
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.

Date of Event: Thursday evenings, July 9 – August 20, 2026 **Rain Date:** n/a

Time of Event: 7pm to 7:45pm **Setup time:** 6:30pm (approx 15-20 minutes)

Break-down time: 7:45pm (approx. 10-15 minutes)

Name of Event: Siren Arts

Location of Event: 2nd Avenue Beach

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|---|
| <input type="checkbox"/> Festival | <input type="checkbox"/> Parade | <input type="checkbox"/> Foot Race |
| <input type="checkbox"/> Wedding* | <input type="checkbox"/> Beach Event | <input type="checkbox"/> Concert |
| <input type="checkbox"/> Bike Ride/Race | <input type="checkbox"/> Triathlon | <input type="checkbox"/> Multi Day Event |
| <input type="checkbox"/> Rally/Demonstration | <input type="checkbox"/> Swim Event | <input type="checkbox"/> Other: Performance Art |



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

APPLICANT INFORMATION

1. Name of Applicant/Organization: **Victoria Reis/Transformer**
2. Address of Applicant:
Victoria Reis home: 341 Old Corlies Ave, Neptune, NJ 07753

Transformer: 1404 P Street, NW Washington, DC

Siren Arts also has a small exhibition space within the NW corner of the Asbury Ocean Club at 4th & Kingsley Ave in Asbury Park.

3. Telephone #: **Victoria Reis Cell Phone #: 202-285-0285 E-mail: victoria@transformerdc.org**
4. Is your organization non-profit? **YES** If so, please provide **Tax ID# 81-0584718**
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage:

This summer’s Siren Arts series will be comprised of six, approximately 30-45 minute-long performance art events on Thursday evenings July 10 – August 14, 2025. The performances will feature individual artists or small groups of artists presenting performance art (dance, singing, movement, some have light acoustic audio, all with visual art components such as wearable art). No tech involved at all.

These family-friendly, forward-thinking performances center on ocean conservation, celebration of the ocean, and community building with audience participation encouraged. A written program for each event detailing the artists and performances will be provided to the public at each performance, and on Transformer’s website, acknowledging all Asbury Park supporters. This will be the 8th year of Transformer’s Siren Arts program in Asbury Park. The program continues to gain great momentum with local community and visitors. It has been experiencing growing audience attendance, engagement and participation. It is building synergy among a broad range of Asbury Park non-profits and community-centered entities. Many of the participating artists collaborate with area youth, as well as area artists; area youth are provided arts education and paid honoraria for their participation. All participating artists are paid WAGE equitable support.

6. Estimated attendance: Approx 50-75 people per performance
7. YES **NO** Will drones be a part of your event? **No Drones**
8. YES **NO** Will there be music or amplified sound associated with your event?
If Yes, please explain what type of amplification will be used:

No – there will not be amplified sound.

(speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)

9. YES NO Will alcohol be served, sold, distributed or consumed at this event?
 If yes, applicant will need to apply for a social affairs permit or catering permit through the State. This should be done at least 15 business days prior to the event. City of AP off duty police officers will be required to be hired. Please include a detailed site plan of the alcohol service area.

No – There will be no alcohol at all.

10. YES NO Is there an admission charge? If yes, how much? All events are free.
11. YES NO Is there a vendor charge? If yes, how much? No vendor charge.
12. YES NO Has this event been held in the past?

If Yes, please answer the following questions:

- Date of last event? July 10 – August 14, 2024
- Location: 2nd Ave Beach, Asbury Park
- Contact person: Victoria Reis
- Email: victoria@transformerdc.org Phone # 202-285-0285 (cell #)
- Siren Arts has been presenting this series of summer beach performances with support from the City of Asbury Park and community partners since summer 2018! Thank you!



13. YES NO Will you be hiring a licensed professional security company?

If Yes, please complete:

Company Name: _____ Contact name: _____
 Phone #: _____ Cell #: _____
 Email address: _____

The Asbury Park Police Department will review all security plans. Plans must meet city, state and Homeland Security guidelines and policies. SORA (Security Officer's Registration Act) license required for all security companies. A copy of the security company's contract may be requested.

14. YES NO Do you intend to hire Asbury Park Officers for your event?
 If yes, how many? _____ AP Police Department will review application and determine if and how many officers need to be hired.

15. YES NO Will you have sponsors for your event? If so, Please list below them:

Transformer's Siren Arts program is being funded by grants from The CrossCurrents Foundation and individual donors. There are no Sponsor advertisements. A small program/catalogue (5 x 7" approx. 12 pages) is handed out to audience at each performance that details the artists and descriptions of their performances, and highlights supporters and area partners. No advertisements are featured.

Photos of sponsor advertisement will need to be provided



16. YES NO Will food be provided? All food vendors should contact the Fire Department to determine if any fire permits are required. The Monmouth County Health Department will be on site to inspect all food vendors to ensure proper protocols are in place and being followed. (See attached form from Monmouth County Health Dept)

17. YES NO Will you be hiring EMTS? AP Fire Department will review application and determine if and how many EMTS need to be hired.

18. YES NO Will you be hiring lifeguards? AP Beach Safety Supervisor will determine if and how many lifeguards will need to be hired.

19. YES NO Does your event have any tents or canopies?

• Tents Canopies

• If yes, how many? _____ Sizes(sq ft) _____

All events utilizing tents and/or canopies should contact the Fire Department to determine if any fire permits are required

20. YES NO Will street closures be required? If yes, please identify what streets and the times the closure required _____

AP City ordinance requires the hiring of an off duty officers if a street is closed. Additional charges will include barricades and street blocking fee (see fee schedule)

21. YES NO Will electricity be needed? If yes, explain how will this be provided:

Generators require a permit from the Construction department

22. YES NO Will this event have staging or platforms? If Yes, please provide the following:

• Size and Height of stage or platform _____

• Name of stage provider _____

Depending on the size of the stage our construction department may require engineering reports & permits

23. YES NO Will you require reserved parking spaces for your event?

If yes, how many: _____ and where _____

Please visit www.cityofasburypark.com to purchase reserved parking spaces.

24. YES NO Will any area be fenced off? Please explain _____

Name of Fence Provider: _____

Be sure to request a sprinkler head map for City parks.

25. YES NO Do you plan to provide portable restrooms? If yes, how many? _____

Number of ADA restrooms _____. Please indicate on your site plan where these restrooms will be located. Estimated # of units: up to 500 people-5 units; 1000 people- 8 units; 2500 people-15 units

➤ Restroom Provider: _____



26. YES NO Will you have your own cleanup crew? We have a group of 4 interns who clean up the beach area both before and after each performance.
If trash, food debris or anything else is left behind from your event, security deposit will be forfeited

27. YES NO Will you hire DPW staff to cleanup? See fee schedule for fees. Depending on the event, The City reserves the right to require DPW staff be hired. Certain venues require the hiring of DPW staff

28. YES NO Will you require use of the City's trash cans? If yes, how many? _____
 YES NO Recyclable cans? _____ If yes, how many? _____
Recycling is required at all events. Failure to do so may result in State and local fines

29. YES NO Will you be renting a dumpster? If yes, what size: _____
How many: _____ Delivery Date: _____ Pickup Date: _____ Please indicate on your site plan where dumpsters will be located.

➤Name of Company providing dumpster: _____

30. Please explain how you will provide cleanup, disposal and removal of trash and debris associated your event:

This program does not generate trash, however program staff does a sweep of the performance area on the beach both before and after each performance picking up any trash. No trash cans are used or needed other than what will already be in place on the beach and boardwalk.

As mentioned on page 1, a \$500 refundable deposit (refunds will take at least 4 weeks to receive) will required for all events held on City property. Deposit is forfeited if debris, trash, recyclables etc. are not removed. The applicant is responsible for all cleanup of any items associated with your event. The City will provide trash and recyclable containers for your use.

All fees and are estimated only may be adjusted as needed.

The City reserves the right to revoke the permit for the following reasons including but not limited to: the nature of the event changes or expands without consent of the City; if State or Federal Executive Orders prohibits events from occurring; public safety or health are called into question; proper permits are not obtained by applicant; if all fees are not paid in full and insurance is not provided 10 days prior to the event.

Victoria L. Reis

3.26.26

Signature of Applicant

Date

Victoria L. Reis, Transformer

Executive & Artistic Director

Printed Name of Applicant

Title

Date Application Received: _____
 Application Fee Paid: _____



CITY OF ASBURY PARK SPECIAL EVENT APPLICATION

Please complete the following information as required by City Ordinance 2023-15 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@asburypark.gov (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.
- A refundable security deposit in the amount of \$500, or such other amount as determined by the City may be required to be posted to cover any damage to City property which may be occasioned as a result of the special event.
- Insurance Coverage: All permit holders must submit liability insurance coverage in the minimum amount of \$1,000,000; however, the City may require an increase in the amount of liability insurance coverage depending upon the size, scope and nature of the event planned. The City of Asbury Park, its officers, employees, agent and representatives must be named as additional insured parties on the policy. Proof of said insurance coverage shall be provided to the City at least 10 days prior to the event.
- Indemnification: All permit holders shall defend, indemnify and hold the City of Asbury Park, its officers, employees, contractors, agents and representatives, including but not limited to the City's insurance carrier, risk manager and professionals harmless from and against any and all liability for claims, demands, damages, suits, judgements, fines, losses and expenses of any nature, which are sustained as a result of the event and shall execute an indemnification and hold harmless agreement in a form acceptable to the City prior to the event

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.

Name of Event: Rodeo for Recreation
 Date of Event: 4/30/26 Rain Date: _____
 Time of Event: 5pm to 7pm Setup time: _____ Break-down time: _____
 Location of Event: Stone Pony - street closure
 Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|---|
| <input type="checkbox"/> Festival | <input type="checkbox"/> Parade | <input type="checkbox"/> Foot Race |
| <input type="checkbox"/> Wedding* | <input type="checkbox"/> Beach Event | <input type="checkbox"/> Concert |
| <input type="checkbox"/> Bike Ride/Race | <input type="checkbox"/> Triathlon | <input type="checkbox"/> Multi Day Event |
| <input type="checkbox"/> Rally/Demonstration | <input type="checkbox"/> Swim Event | <input type="checkbox"/> Other: <u>fundraiser</u> |

***Wedding applicants only need to complete page 6 & 7.**

APPLICANT INFORMATION

- 1. Name of Applicant/Organization: Rodeo for Rec Committee
- 2. Address of Applicant: 1 Municipal Plaza
- 3. Telephone #: _____ Cell Phone #: _____ E-mail: _____
- 4. Is your organization non-profit? _____ If so, please provide Tax ID# _____
Please attach a copy of your non-profit certificate to the application

5. Describe in detail the type of event you want to stage: Street Closure
for Rodeo Recreation event - 100
block of 2nd Ave between Kingsley
and Ocean Avenue

6. Estimated attendance: _____

7. YES NO Will drones be a part of your event?

8. YES NO Will there be music or amplified sound associated with your event?
If Yes, please explain what type of amplification will be used: _____

(speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)

9. YES NO Will alcohol be served, sold, distributed or consumed at this event?
If yes, applicant will need to apply for a social affairs permit or catering permit through the State. This should be done at least 15 business days prior to the event. City of AP off duty police officers will be required to be hired. Please include a detailed site plan of the alcohol service area.

10. YES NO Is there an admission charge? If yes, how much? _____

11. YES NO Is there a vendor charge? If yes, how much? _____

12. YES NO Has this event been held in the past?
If Yes, please answer the following questions:
• Date of last event? 2024
• Location Stone Pier
• Contact person: Cassandra / Leeshia
• Email _____ Phone # _____

13. YES NO Will you be hiring a licensed professional security company?

If Yes, please complete:

Company Name: _____ Contact name: _____

Phone #: _____ Cell #: _____

Email address: _____

The Asbury Park Police Department will review all security plans. Plans must meet city, state and Homeland Security guidelines and policies. SORA (Security Officer's Registration Act) license required for all security companies. A copy of the security company's contract may be requested.

14. YES NO Do you intend to hire Asbury Park Officers for your event?

If yes, how many? _____ AP Police Department will review application and determine if and how many officers need to be hired.

15. YES NO Will road closures be required? If yes, please identify what streets and the times the closure required

*100 Block of Second Ave
Between Kingsley & Ocean Avenues*

AP City ordinance requires the hiring of an off duty officers if a street is closed. Additional charges will include barricades and street blocking fee (see fee schedule)

16. YES NO If requesting a road closure, will you require vehicles parked on-street to be removed for your event?

17. YES NO Will you require reserved parking spaces for your event, outside of any road closures you may or may not be requesting?

If yes, how many: _____ and where _____

Please visit www.cityofasburypark.com/reserveparking to purchase reserved parking spaces. All road closure and parking requests must be made and paid for 10 business days prior to event.

18. YES NO Will you have sponsors for your event? If so, Please list below them:

Photos of sponsor advertisement will need to be provided

19. YES NO Will food be provided? All food vendors should contact the Fire Department to determine if any fire permits are required. The Monmouth County Health Department will be on site to inspect all food vendors to ensure proper protocols are in place and being followed. (See attached form from Monmouth County Health Dept)

20. YES NO Will sterno be used?

21. YES NO Will you be hiring EMTs? AP Fire Department will review application and determine if and how many EMTs need to be hired.

22. YES NO Will you be hiring lifeguards? AP Beach Safety Supervisor will determine if and how many lifeguards will need to be hired.

23. YES NO Does your event have any tents or canopies?

• Tents Canopies

• If yes, how many? _____ Sizes(sq ft) _____

All events utilizing tents and/or canopies should contact the Fire Department to determine if any fire permits are required. Stakes cannot be used to hold tents in place. This will cause damage to our sprinkler system. Any damage caused will be the responsibility of the applicant and you will be billed accordingly.

24. YES NO Will electricity be needed? If yes, explain how will this be provided:

Generators require a permit from the Construction department

25. YES NO Will this event have staging or platforms? If Yes, please provide the following:

• Size and Height of stage or platform _____

• Name of stage provider _____

Depending on the size of the stage our construction department may require engineering reports & permits

26. YES NO Will any area be fenced off? Please explain _____

Name of Fence Provider: _____

Be sure to request a sprinkler head map for City parks.

27. YES NO Do you plan to provide portable restrooms? If yes, how many? _____

Number of ADA restrooms _____. Please indicate on your site plan where these restrooms will be located. Estimated # of units: up to 500 people-5 units; 1000 people- 8 units; 2500 people-15 units

> Restroom Provider: _____

28. YES NO Will you have your own cleanup crew? # _____

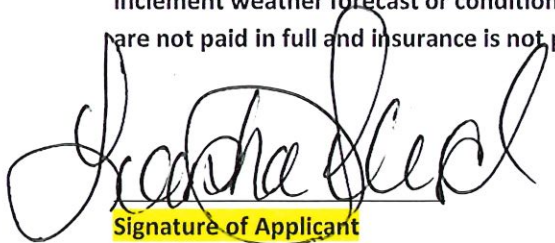
If trash, food debris or anything else is left behind from your event, security deposit will be forfeited

29. YES NO Will you hire DPW staff to cleanup? See fee schedule for fees. Depending on the event, The City reserves the right to require DPW staff be hired.
30. YES NO Will you require use of the City's trash cans? If yes, how many? _____
 YES NO Recyclable cans? _____ If yes, how many? _____
 Recycling is required at all events. Failure to do so may result in State and local fines
31. YES NO Will you be renting a dumpster? If yes, what size: _____
 How many: _____ Delivery Date: _____ Pickup Date: _____ Please indicate on your site plan where dumpsters will be located.
 ➤ Name of Company providing dumpster: _____
32. Please explain how you will provide cleanup, disposal and removal of trash and debris associated your event:

As mentioned on page 1, a refundable deposit may be required for all events held on City property. Deposit is forfeited if debris, trash, recyclables etc. are not removed. The applicant is responsible for all cleanup of any items associated with your event. The City will provide trash and recyclable containers for your use.

All fees and are estimated only and may be adjusted as needed.

The City reserves the right to revoke the permit for the following reasons including but not limited to: the nature of the event changes or expands without consent of the City; if State or Federal Executive Orders prohibits events from occurring; public safety or health are called into question; inclement weather forecast or conditions; proper permits are not obtained by applicant; if all fees are not paid in full and insurance is not provided 10 days prior to the event.



Signature of Applicant

Date

Leeshia Floyd

Printed Name of Applicant

Title



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 22, 2026
RESOLUTION SUMMARY

2026-185

Resolution Identifying Menu Items as Per the Subsequent Delevoper Agreement Between the City of Asbury Park, Madison Asbury Retail LLC and Asbury Partners



RESOLUTION - 2026-185

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

RESOLUTION IDENTIFYING MENU ITEMS AS PER THE SUBSEQUENT DEVELOPER AGREEMENT BETWEEN THE CITY OF ASBURY PARK, MADISON ASBURY RETAIL LLC AND ASBURY PARTNERS

WHEREAS, Section 4.01(I) Of The Subsequent Developer Agreement (SDA) Between The City Of Asbury Park, Madison Asbury Retail LLC And Asbury Partners Authorizes Funding For The City For Menu Items; And

WHEREAS, As Per The SDA The City Shall Pass A Resolution To Identify Menu Items; And

WHEREAS, The City Of Asbury Park Hereby Identifies The Menu Items And Their Approximate Amounts As Follows:

- \$20,000 For The Purchase Of Wifi Along The Boardwalk
- \$14,000 For The Purchase Of 1 (One) Viking ATV
- \$16,000 For The Purchase Of Water Usage For Public Restrooms Shower Stations
- \$14,000 For The Purchase Of 1 (One) Rescue Boat

WHEREAS, The City Manager Shall Provide Madison Asbury Retail LLC With The Specifications Of These Items For Purchases.

I, ANTHONY CUCCI, 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. 2026-__ which was finally adopted by the City Council at a meeting held on the __ day of __, 2026

CERTIFIED BY ME THIS __ DAY OF __, 2026.

Anthony Cucci, City Clerk

ANTHONY CUCCI
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 22, 2026
RESOLUTION SUMMARY

2026-186

Amending Temporary Budget Appropriations For 2026 Budget



RESOLUTION - 2026-186

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

RESOLUTION AMENDING TEMPORARY BUDGET APPROPRIATIONS FOR 2026 BUDGET

WHEREAS, N.J.S.A 40A:4-20 provides that the Governing Body by a 2/3 vote of the full membership thereof may make emergency temporary appropriations for any purpose for which appropriation may lawfully be made for the period between the beginning of the current fiscal year and the final adoption of the budget for the said year; and

WHEREAS, the previously adopted temporary budget did not provide sufficient funds for the operational costs prior to the final adoption of the 2026 budget

	From	To
Current Fund:		
Streets and Roads OE	\$274,905	\$414,905
Buildings and Grounds OE	70,438	95,438
Group Insurance	3,113,693	4,613,693
Light, Heat, Power	155,800	205,800

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the following Emergency Temporary Appropriation for the year 2026 be adopted and a certified copy of this resolution be provided to the City's Chief Financial Officer and the Director of Division of Local Government Services, Department of Community Affairs, State of New Jersey.

I, ANTHONY CUCCI, 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. 2026-___ which was finally adopted by the City Council at a meeting held on the ___ day of ___, 2026

CERTIFIED BY ME THIS __ DAY OF _____, 2026.

Anthony Cucci, City Clerk

ANTHONY CUCCI
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 22, 2026
RESOLUTION SUMMARY

2026-187

Resolution authorizing an annual HVAC preventative maintenance agreement with Automated Building Controls in the amount of \$47,828.00 utilizing various O&E funds.



RESOLUTION - 2026-187

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

**RESOLUTION AUTHORIZING AN ANNUAL HVAC PREVENTATIVE
MAINTENANCE AGREEMENT WITH AUTOMATED BUILDING CONTROLS, INC.**

WHEREAS, the City has a need for an annual HVAC maintenance agreement; and

WHEREAS, the City has solicited and obtained quotes from Automated Building Controls, Inc., Air Systems Maintenance, LLC and Air Care Heating and Air Conditioning; and

WHEREAS, the City of Asbury Park is desirous of awarding the maintenance agreement to Automated Building Controls, Inc., in the amount of \$47,828.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts: 6-01-20-100-000-207, 6-01-25-240-000-218, 6-01-25-265-000-218, 6-01-26-290-000-218, 6-01-26-310-000-218 and 6-07-55-502-000-218. The maximum dollar value of this purchase 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 annual HVAC maintenance agreement with Automated Building Controls, Inc., in the total amount of \$47,828.00; and

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

I, ANTHONY CUCCI, 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. 2026-__ which was finally adopted by the City Council at a meeting held on the __ day of ____, 2026

CERTIFIED BY ME THIS __ DAY OF ____, 2026.

Anthony Cucci, City Clerk

ANTHONY CUCCI
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 22, 2026
RESOLUTION SUMMARY

2026-174

Authorizing The City Of Asbury Park To Participate With The City Of Long Branch In An Application For A LEAP Implementation Grant Through The New Jersey Department Of Community Affairs, Division Of Local Government Services



RESOLUTION - 2026-174

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

RESOLUTION AUTHORIZING THE CITY OF ASBURY PARK TO PARTICIPATE WITH THE CITY OF LONG BRANCH IN AN APPLICATION FOR A LEAP IMPLEMENTATION GRANT THROUGH THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS, DIVISION OF LOCAL GOVERNMENT SERVICES

WHEREAS, the State of New Jersey has appropriated \$2 million for Shared Services and Implementation, Challenge, and County Coordinator Grants to assist local units with the study, development, and implementation of new shared and regional services; and

WHEREAS, the Department of Community Affairs, Division of Local Government Services (DLGS) is tasked with administering these grant funds through the Local Efficiency Achievement Program (LEAP); and

WHEREAS, LEAP Implementation Grants exist to support costs associated with shared service implementation to ensure that meaningful, efficiency-generating initiatives are not hindered by short-term transitional expenses; and

WHEREAS, the Long Branch Fire Department and Asbury Park Fire Department propose to enter into a shared services agreement, but face certain expenses associated with implementation that present a burden to the local units; and

WHEREAS, the purpose of this shared services agreement is to establish a Joint Training Division within the fire department, which will benefit the residents of not only both cities they represent but also all residents and visitors in the County of Monmouth; and

WHEREAS, the City of Long Branch has agreed to be the lead agency in this program and will submit the application to DLGS on behalf of all participating units; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Asbury Park, that the Asbury Park Fire Department does hereby join with the City of Long Branch in applying for a LEAP Implementation Grant in the amount of \$300,000.00 to support the implementation of this shared service.

I, ANTHONY CUCCI, 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. 2026-__ which was finally adopted by the City Council at a meeting held on the __ day of ____, 2026

CERTIFIED BY ME THIS __ DAY OF ____, 2026.

Anthony Cucci, City Clerk

ANTHONY CUCCI
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 22, 2026
RESOLUTION SUMMARY

2026-188

Payment of Bills \$6,065,037.00



RESOLUTION - 2026-188

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

RESOLUTION AUTHORIZING 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 \$6,065,037.00

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	\$ 2,882,982.00
SCHOOL TAX	<u>3,182,055.00</u>
TOTAL VOUCHERS	<u>\$ 6,065,037.00</u>

I, ANTHONY CUCCI, 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. 2026-___ which was finally adopted by the City Council at a meeting held on the ___ day of April, 2026

CERTIFIED BY ME THIS ___ DAY OF April, 2026.

Anthony Cucci, City Clerk

ANTHONY CUCCI
CITY CLERK

Budget Account	Description						
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type	
Extd:POLICE DEPARTMENT							
5-01-25-240-000-213	POLICE Equipment Repair						
LEONA005	LEONARDO US CYBER & SECURIT	25-03520	ALPR repair one car	\$1,193.81	\$0.00		
5-01-25-240-000-218	POLICE Contract.Serv.						
AIRSYS	AIR SYSTEMS MAINTENANCE, LLC	26-00929	SERVICES FROM 12/2025-1/1/2026	\$1,514.75	\$0.00		
Extd Total: POLICE DEPARTMENT				\$2,708.56			
Department Total: POLICE				\$2,708.56			
Department:FIRE DEPT.							
Extd:FIRE DEPARTMENT							
5-01-25-265-000-203	FIRE DEPT. Motor Vehicle						
MELCOR	AP CARWASH AND OIL CHANGE	26-00983	CAR WASHES 12/31 TO 3/25/26	\$61.25	\$0.00		
Extd Total: FIRE DEPARTMENT				\$61.25			
Department Total: FIRE DEPT.				\$61.25			
CAFR Total:				\$2,769.81			
Department:STREETS & ROAD							
Extd:STREETS & ROADS MAINTENANCE							
5-01-26-290-000-203	STREETS & ROAD Motor Vehicle						
MELCOR	AP CARWASH AND OIL CHANGE	26-00958	CAR WASHES 12/31 TO 3/20/26	\$17.50	\$0.00		
5-01-26-290-000-204	STREETS & ROAD Uniforms						
INTIMP	INITIAL IMPACT	25-03814	Public Works Admin Shirts	\$1,184.00	\$0.00		
5-01-26-290-000-218	STREETS & ROAD Contract.Serv.						
AIRSYS	AIR SYSTEMS MAINTENANCE, LLC	26-00929	SERVICES FROM 12/2025-1/1/2026	\$1,160.00	\$0.00		
Extd Total: STREETS & ROADS MAI				\$2,361.50			
Department Total: STREETS & ROAI				\$2,361.50			
Department:BUILDING & GND							
Extd:BUILDINGS & GROUNDS							
5-01-26-310-000-218	BUILDING & GND Contract.Serv.						
AIRSYS	AIR SYSTEMS MAINTENANCE, LLC	26-00929	SERVICES FROM 12/2025-1/1/2026	\$703.75	\$0.00		
Extd Total: BUILDINGS & GROUNDS				\$703.75			
Department Total: BUILDING & GND				\$703.75			
CAFR Total:				\$3,065.25			
Fund Total: CURRENT				\$10,273.06			
Fund:TRANSPORTATION UTILITY: BUDGET:							
Department:UTILITY OE							
Extd:TRANS.UTILITY O/E: OTHER EXPENSES:							
5-06-55-502-000-205	TRANS.UTILITY O/E: Enforcement Supply						

Budget Account	Description					
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
5-06-55-502-000-205	TRANS.UTILITY O/E: Enforc		Account Continued			
PARSOL	PARTEK SOLUTIONS, INC.	25-03704	Parking Enforcement Paper	\$2,821.17	\$0.00	
5-06-55-502-000-218	TRANS.UTILITY O/E: Professional Services					
AIRSYS	AIR SYSTEMS MAINTENANCE, LLC26-00929		SERVICES FROM 12/2025-1/1/2026	\$677.00	\$0.00	
	Extd Total: TRANS.UTILITY O/E: OTI			\$3,498.17		
	Department Total: UTILITY OE			\$3,498.17		
	CAFR Total:			\$3,498.17		
	Fund Total: TRANSPORTATION UTIL			\$3,498.17		
Fund:SEWER UTILITY: BUDGET:						
Department:UTILITY OE						
Extd:SEWER UTILITY O/E: OTHER EXPENSES:						
5-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
AIRSYS	AIR SYSTEMS MAINTENANCE, LLC26-00929		SERVICES FROM 12/2025-1/1/2026	\$3,139.00	\$0.00	
	Extd Total: SEWER UTILITY O/E: OT			\$3,139.00		
	Department Total: UTILITY OE			\$3,139.00		
	CAFR Total:			\$3,139.00		
	Fund Total: SEWER UTILITY: BUDGI			\$3,139.00		
	Year Total:			\$16,910.23		
Fund:CURRENT						
Department:ADMINISTRATION						
Extd:ADMINISTRATION						
6-01-20-100-000-207	ADMINISTRATION Contractual					
DIFFE005	DIFFERENCE CARD	26-01016	Invoice 150729-AF April Fees	\$13,027.75	\$0.00	
6-01-20-100-000-209	ADMINISTRATION Professional Services					
KYLEM005	KYLE MCMANUS ASSOCIATES LLC26-00988		Invoice 8342 Affordable Hsg.	\$60.00	\$0.00	
CGPHL005	CGP&H, LLC	26-01031	INVOICE #56535 HOUSING REHAB	\$950.00	\$0.00	
				\$1,010.00		
6-01-20-100-000-211	ADMINISTRATION Water					
KEPSPR	KEPWEL SPRING WATER	26-00955	ACCT #117290 MARCH 2026	\$609.00	\$0.00	
6-01-20-100-000-241	ADMINISTRATION Green Team Committee					
NJEDA	NJEDA	26-00965	EDA clean up grant	\$500.00	\$0.00	
6-01-20-100-000-251	ADMINISTRATION Comm. & Cultural Affairs					
OVERT005	OVER THE MOON ART STUDIOS	26-01026	April First Fridays	\$1,000.00	\$0.00	
	Extd Total: ADMINISTRATION			\$16,146.75		
	Department Total: ADMINISTRATION			\$16,146.75		
Department:HUMAN RESOURCE						
Extd:HUMAN RESOURCES						
6-01-20-105-000-299	HUMAN RESOURCES Ads					
MERHEA	HACKENSACK MERIDIAN WORKS	26-00846	Testing - Invoice #28774	\$400.00	\$0.00	

Budget Account	Description						
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type	
6-01-20-105-000-299	HUMAN RESOURCES Ads		Account Continued				
Extd Total: HUMAN RESOURCES				\$400.00			
Department Total: HUMAN RESOUR				\$400.00			
Department:MUNIC CLERK							
Extd:MUNICIPAL CLERK							
6-01-20-120-000-202	MUNICIPAL CLERK Office Supplies						
AMAZO005	AMAZON.COM SERVICES	26-00833	Clerk Supplies - log paper	\$33.96	\$0.00		
WBMASON	W.B.MASON CO., INC.	26-00996	Clerk's Office Supplies	\$74.99	\$0.00		
				\$108.95			
6-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion						
GANNE005	GANNETT NEW YORK/NEW JERSE	26-00961	#9939, #3134, #9934	\$324.40	\$0.00		
Extd Total: MUNICIPAL CLERK				\$433.35			
Department Total: MUNIC CLERK				\$433.35			
Department:FINANCE							
Extd:FINANCIAL ADMINISTRATION							
6-01-20-130-000-202	FINANCE Office Supplies						
STAPLE	STAPLES BUSINESS ADVANTAGE	26-00786	8.5 X 11 COPY PAPER	\$794.70	\$0.00		
6-01-20-130-000-206	FINANCE Copier						
MUNCAP	MUNICIPAL CAPITAL CORPORATIO	26-01029	#40115602 Payment #33 of 60	\$2,720.98	\$0.00		
ATLTOM	ATLANTIC TOMORROWS OFFICE	26-01030	#120855 4/1/26-3/31/27	\$7,061.73	\$0.00		
				\$9,782.71			
6-01-20-130-000-223	FINANCE Condo Reimbursements						
70270009	702 - 704 5TH AVENUE APTS LLC	26-01024	1st Q Trash Reimbursement	\$5,613.72	\$0.00		
Extd Total: FINANCIAL ADMINISTRATION				\$16,191.13			
Department Total: FINANCE				\$16,191.13			
Department:COMPUTER MIS							
Extd:COMPUTERIZED DATA PROCESSING							
6-01-20-140-000-219	COMPUTER DATA PROC. Equipment						
WBMASON	W.B.MASON CO., INC.	26-00673	26A Toner	\$170.51	\$0.00		
AMAZO005	AMAZON.COM SERVICES	26-00755	Keyboards	\$214.08	\$0.00		
AMAZO005	AMAZON.COM SERVICES	26-00780	Outdoor CAT6	\$495.86	\$0.00		
AMAZO005	AMAZON.COM SERVICES	26-00803	PD Capt. Security Station	\$317.80	\$0.00		
CDWGOV	CDW GOVERNMENT LLC	26-00879	Q#1CK1559 iPad Cases	\$383.24	\$0.00		
CDWGOV	CDW GOVERNMENT LLC	26-01003	Headset for Adam	\$139.41	\$0.00		
				\$1,720.90			
6-01-20-140-000-222	COMPUTER DATA PROC Software Lic.						
SHIINT	SHI INTERNATIONAL CORP	26-00553	Q#27190838 Meraki MDM	\$944.40	\$0.00		
Extd Total: COMPUTERIZED DATA F				\$2,665.30			
Department Total: COMPUTER MIS				\$2,665.30			

Budget Account		Description				
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
Department:TAX ASSESSOR						
Extd:TAX ASSESSOR						
6-01-20-150-000-209	TAX ASSESSOR Fees					
MONCOT	MONMOUTH CTY. ASSESSOR'S AS26-00898		Assessor Dues 2026	\$200.00	\$0.00	
Extd Total: TAX ASSESSOR				\$200.00		
Department Total: TAX ASSESSOR				\$200.00		
Department:DIRECTOR OF COMMUNICATIONS						
Extd:DIRECTOR OF COMMUNICATIONS						
6-01-20-151-000-205	DIRECTOR OF COMMUN. Printing/Mailing					
CRAPRI	CRAFTMASTER PRINTING, INC.	26-00938	Business cards - Armando	\$45.00	\$0.00	
Extd Total: DIRECTOR OF COMMUN				\$45.00		
Department Total: DIRECTOR OF CC				\$45.00		
Department:LEGAL SERVICES						
Extd:LEGAL SERVICES						
6-01-20-155-000-209	LEGAL SERVICES Fees					
RAINO005	RAINONE COUGHLIN MINCHELLO	26-00928	Invoice 26181 Affordable	\$7,267.80	\$0.00	
STAKEL	STARKEY, KELLY, KENNEALLY,	26-00962	Invoice 38406 General Legal	\$13,350.75	\$0.00	
LAWOF005	LAW OFFICE OF GENE J ANTHONY	26-01006	INVOICE #21944 RENT LEVELING	\$2,797.70	\$0.00	
PEMLA005	PEM Law LLP	26-01017	Invoice 10589 Administrative	\$49.50	\$0.00	
DILWO005	DILWORTH PAXSON, LLP	26-01033	Redevelopment Counsel	\$437.50	\$0.00	
				\$23,903.25		
Extd Total: LEGAL SERVICES				\$23,903.25		
Department Total: LEGAL SERVICE!				\$23,903.25		
Department:ENGINEER SERV						
Extd:ENGINEERING SERVICES						
6-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO	T & M ASSOCIATES	26-01055	SE506170 General Engineering	\$7,585.25	\$0.00	
Extd Total: ENGINEERING SERVICE				\$7,585.25		
Department Total: ENGINEER SERV				\$7,585.25		
CAFR Total:				\$67,570.03		
Department:Planning Department						
Extd:Planning Department						
6-01-21-179-000-202	PLANNING DEPT. Office Supplies					
WBMASON	W.B.MASON CO., INC.	26-00761	PLANNING DEPT.	\$90.36	\$0.00	
6-01-21-179-000-205	PLANNING DEPT. Ads					
NJADV	NJ ADVANCE MEDIA LLC	26-01001	Invoice 3916994 Advance Media	\$207.69	\$0.00	

Budget Account		Description				
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
6-01-21-179-000-209	PLANNINF DEPT. Planning Board Fees					
THEBE005	THE BEEKMAN LAW FIRM, LLC	26-00901	PB LEGAL SVS. Beekman	\$900.00	\$0.00	
6-01-21-179-000-210	PLANNING DEPT. Zoning Board Fees					
THEBE005	THE BEEKMAN LAW FIRM, LLC	26-00904	ZB LEGAL SVS Beekman	\$450.00	\$0.00	
	Extd Total: Planning Department			\$1,648.05		
	Department Total: Planning Departn			\$1,648.05		
	CAFR Total:			\$1,648.05		
Department:CODE ENFORCE						
Extd:CODE ENFORCEMENT AND ADMIN.						
6-01-22-195-000-201	CODE ENFORCEMENT Office Supplies					
THECOA	THE NEW COASTER, LLC	26-00860	RENT LEVEL PUBLISHING	\$61.00	\$0.00	
6-01-22-195-000-206	CODE ENFORCEMENT Uniforms					
INTIMP	INITIAL IMPACT	26-00704	Code uniforms	\$1,427.00	\$0.00	
	Extd Total: CODE ENFORCEMENT A			\$1,488.00		
	Department Total: CODE ENFORCE			\$1,488.00		
Department:CONST CODE						
Extd:CONSTRUCTION CODE OFFICIAL						
6-01-22-200-000-203	CONST CODE Motor Vehicle					
MELCOR	AP CARWASH AND OIL CHANGE	26-00959	CAR WASHES 1/8 TO 3/10/26	\$35.00	\$0.00	
	Extd Total: CONSTRUCTION CODE			\$35.00		
	Department Total: CONST CODE			\$35.00		
	CAFR Total:			\$1,523.00		
Department:POLICE						
Extd:POLICE DEPARTMENT						
6-01-25-240-000-207	POLICE Clothing Allowance					
AMEUNI	AMERICAN UNIFORM & SUPPLY	26-00573	5 New SLEO 2 uniforms	\$2,500.00	\$0.00	
WILWHI	WILLIAM WHITLEY	26-00889	replace ripped pants	\$116.00	\$0.00	
				\$2,616.00		
6-01-25-240-000-209	POLICE Carwash					
MELCOR	AP CARWASH AND OIL CHANGE	26-00957	CAR WASHES 1/22 TO 3/30/26	\$1,776.25	\$0.00	
6-01-25-240-000-211	POLICE HR Testing					
MERHEA	HACKENSACK MERIDIAN WORKS	26-00846	Testing - Invoice #28774	\$4,752.00	\$0.00	
6-01-25-240-000-216	POLICE Supplies-Compu.					
ULINE	ULINE, INC.	26-00572	IA desks	\$3,394.32	\$0.00	
6-01-25-240-000-234	POLICE Retirement					
ACTIO015	ACTION UNIFORM CO. LLC	26-00383	Lt. Warraich ret. Badge	\$238.00	\$0.00	
6-01-25-240-000-237	POLICE Accreditation					
LEXIP005	LEXIPOL, LLC	26-00886	#INVLHI11262930 ACCREDITATION	\$13,656.50	\$0.00	

Budget Account	Description						
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type	
6-01-25-240-000-276	POLICE: PAL Expenses						
COSTCO	COSTCO WHOLESALE	26-00402	PAL Activities/Events	\$334.45	\$0.00	B	
	Extd Total: POLICE DEPARTMENT			\$26,767.52			
	Department Total: POLICE			\$26,767.52			
Department:FIRE DEPT.							
Extd:FIRE DEPARTMENT							
6-01-25-265-000-202	FIRE DEPT. Office Supplies						
AMAZO005	AMAZON.COM SERVICES	26-00829	Q - WARNING DUAL POWER STICKER	\$39.98	\$0.00		
WBMASON	W.B.MASON CO., INC.	26-00853	QUOTE - SMALL ENVELOPES	\$23.92	\$0.00		
				\$63.90			
6-01-25-265-000-206	FIRE DEPT. Purchase of Equipment						
ISLTEC	ISLAND TECH SERVICES	26-00507	Quote:071146v1	\$3,454.00	\$0.00		
MOTOR005	MOTOROLA SOLUTIONS, INC C/O	26-00663	QUOTE#3531059 -RADIO BATTERIES	\$154.80	\$0.00		
KEMFLA	KEMPTON FLAG LLC	26-00719	EST#8349 - US & POW MIA FLAGS	\$308.40	\$0.00		
THEHAR	THE HARDWARE STORE	26-00777	BLANKET PO NOT TO EXCEED	\$159.99	\$0.00	B	
APPBRO	APPLIANCE BROKERS OF ASBURY	26-00806	QUOTE#16690 - MICROWAVE	\$199.00	\$0.00		
AMAZO005	AMAZON.COM SERVICES	26-00835	QUOTE - FIRE INSPECTION RODS	\$29.78	\$0.00		
AMAZO005	AMAZON.COM SERVICES	26-00836	QUOTE - OFFICE VACUUM	\$352.43	\$0.00		
				\$4,658.40			
6-01-25-265-000-214	FIRE DEPT. Building Maintenance						
GRAING	GRAINGER	26-00855	QTE:2063938027-Cleaning Supply	\$392.80	\$0.00		
6-01-25-265-000-229	FIRE DEPT. Medical Sup.						
HENSCE	HENRY SCHEIN, INC.	26-00317	Blanket PO not to Exceed	\$396.48	\$0.00	B	
	Extd Total: FIRE DEPARTMENT			\$5,511.58			
	Department Total: FIRE DEPT.			\$5,511.58			
Department:PROSECUTOR							
Extd:MUNICIPAL PROSECUTOR							
6-01-25-275-000-202	PROSECUTOR Fees						
JAMBUT	JAMES N. BUTLER, JR.	26-00944	municipal prosecutor mar 2026	\$5,200.00	\$0.00		
	Extd Total: MUNICIPAL PROSECUTOR			\$5,200.00			
	Department Total: PROSECUTOR			\$5,200.00			
	CAFR Total:			\$37,479.10			
Department:STREETS & ROAD							
Extd:STREETS & ROADS MAINTENANCE							
6-01-26-290-000-202	STREETS & ROAD Office Supplies						
WBMASON	W.B.MASON CO., INC.	26-01002	OFFICE SUPPLIES	\$653.17	\$0.00		
6-01-26-290-000-203	STREETS & ROAD Motor Vehicle						
SERVI005	SERVICE TIRE TRUCK CENTERS	26-00002	VARIOUS PARTS - BLANKET PO	\$230.00	\$0.00	B	

Budget Account		Description		Amount	Void Amount	P.O. Type
Vendor Id	Vendor Name	P.O. Id	P.O. Description			
6-01-26-290-000-203	STREETS & ROAD Motor Ve		Account Continued			
GPCNA091	GPC-NAPA AUTO PARTS	26-00057	VARIOUS PARTS BLANKET	\$199.70	\$0.00	B
THEHAR	THE HARDWARE STORE	26-00058	MECHANICS VARIOUS PART BLANKET	\$34.14	\$0.00	B
SEACHE	SEACOAST CHEVROLET OLDS	26-00063	VARIOUS PARTS BLANKET	\$600.67	\$0.00	B
FREFOR	FREEHOLD FORD	26-00230	VARIOUS PARTS BLANKET	\$687.50	\$0.00	B
FREFOR	FREEHOLD FORD	26-00365	TRANSMISSION FOR FORD F-250	\$6,513.85	\$0.00	
EASAUT	EASTERN AUTOPARTS WAREHOU	26-00421	VARIOUS PARTS BLANKET	\$209.79	\$0.00	B
CHEVAL	CHERRY VALLEY TRACTOR SALES	26-00608	VARIOUS PARTS BLANKET	\$107.15	\$0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOU	26-00615	VARIOUS PARTS BLANKET	\$1,162.55	\$0.00	B
FREFOR	FREEHOLD FORD	26-00710	FUEL INJECTORS & SUPPLY TUBES	\$1,466.00	\$0.00	
FREFOR	FREEHOLD FORD	26-00800	C.E. ADAN REPAIRS TO VEHICLE	\$2,607.37	\$0.00	
JESCO	JESCO, INC.	26-00810	JD 410K BACKHOE-TRANSMISSION	\$2,655.67	\$0.00	
EASAUT	EASTERN AUTOPARTS WAREHOU	26-00832	VARIOUS PARTS BLANKET	\$4,400.89	\$0.00	B
LAWPRO	LAWSON PRODUCTS, INC.	26-00837	VARIOUS STOCK	\$1,136.00	\$0.00	
BARGS005	BARG'S LAWN & GARDEN SHOP	26-00844	VARIOUS PARTS BLANKET	\$721.49	\$0.00	B
LAWPRO	LAWSON PRODUCTS, INC.	26-00845	25LB BOX WHITE COTTON RAGS	\$359.67	\$0.00	
WETIMM	W.E. TIMMERMAN COMPANY, INC.	26-00919	ELGIN PULL HANDLE LATCH	\$1,152.37	\$0.00	
RICAUT	RICH'S AUTO BODY	26-00925	BEACH PICKUP ROOF REPAIR	\$804.00	\$0.00	
SERVI005	SERVICE TIRE TRUCK CENTERS	26-00950	STOCK TIRES - OTR 350/GDYR END	\$7,855.46	\$0.00	
MELCOR	AP CARWASH AND OIL CHANGE	26-00958	CAR WASHES 12/31 TO 3/20/26	\$131.25	\$0.00	
				\$33,035.52		
6-01-26-290-000-215	STREETS & ROAD Misc. Hardware					
GRAING	GRAINGER	26-00049	Misc Hardware	\$841.19	\$0.00	B
6-01-26-290-000-216	STREETS & ROAD Carpentry Supplies					
JAEUM	JAEGER LUMBER & SUPPLY CO. IN	26-00819	Lumber for Monore Barricade	\$265.51	\$0.00	
6-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
MAZMUL	MAZZA MULCH, INC.	26-00814	140 bags black mulch	\$308.00	\$0.00	
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	26-00866	2.7 tons hot patch, surcharges	\$199.03	\$0.00	
QUENC005	QUENCH USA, INC.	26-00902	billing 4/1 thru 4/30/2026	\$41.95	\$0.00	
MUNELE	MUNIC.ELECTRICAL INSPECT.ASS	26-00924	2026 membership dues M.Lucas	\$100.00	\$0.00	
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	26-00952	1.12 tons hot patch	\$85.98	\$0.00	
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	26-01018	1.61 tons hot patch	\$123.60	\$0.00	
CINCOR	CINTAS CORPORATION NO 2	26-01040	reviver AED agreement	\$107.00	\$0.00	
				\$965.56		
6-01-26-290-000-235	STREETS & ROAD Shade Tree Commission					
TOMPIV	TOM PIVINSKI	26-00894	Reimbursement 16pcs,8pcs angle	\$861.36	\$0.00	
Extd Total: STREETS & ROADS MAI				\$36,622.31		
Department Total: STREETS & ROAI				\$36,622.31		
Department:SOLID WASTE						
Extd:SOLID WASTE COLLECTION						
6-01-26-305-000-209	SOLID WASTE Fees					
DELDEM	DELISA DEMOLITION, INC.	26-00974	haul fee const/bulk 20yd	\$3,273.87	\$0.00	
DELDEM	DELISA DEMOLITION, INC.	26-00975	tipping fee March 16-31, 2026	\$31,349.61	\$0.00	
MASREC	MAZZA RECYCLING SERVICES, LT	26-00976	tire disposal	\$159.75	\$0.00	

Budget Account	Description						
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type	
6-01-26-305-000-209	SOLID WASTE Fees		Account Continued				
MAZMUL	MAZZA MULCH, INC.	26-00977	brush disposal , bagged mulch	\$2,948.00	\$0.00		
MAZMUL	MAZZA MULCH, INC.	26-01014	brush disposal Jan. 2026	\$1,364.00	\$0.00		
				\$39,095.23			
	Extd Total: SOLID WASTE COLLEC1			\$39,095.23			
	Department Total: SOLID WASTE			\$39,095.23			
Department:BUILDING & GND							
Extd:BUILDINGS & GROUNDS							
6-01-26-310-000-202	BUILDING & GND Janitorial Supplies						
SIMPL005	SIMPLIFY CHEMICAL SOLUTIONS	26-00953	strip & sealer C.Hall & DPW	\$1,020.00	\$0.00		
6-01-26-310-000-203	BUILDING & GND Misc. Hardware						
VERME005	VERMEER NORTH ATLANTIC SALE	26-00218	KNIFE/BELT FOR WOOD CHIPPER	\$425.71	\$0.00		
6-01-26-310-000-204	BUILDING & GND Building Supplies						
JOHGUI	JOHN GUIRE SUPPLY, LLC	26-00880	Cinder Block	\$64.00	\$0.00		
GRAING	GRAINGER	26-00969	CORDLESS GRINDER/BLADES REPLAC	\$244.11	\$0.00		
SCHELE	SCHINDLER ELEVATOR CORP.	26-00998	elevator maint.4/1-6/30/26 CH	\$514.27	\$0.00		
AIRSYS	AIR SYSTEMS MAINTENANCE, LLC	26-01041	restrooms 7th & boardwalk	\$693.00	\$0.00		
				\$1,515.38			
6-01-26-310-000-210	BUILDING & GND Building Repairs						
WARGEN	WARSHAUER GENERATOR, LLC	26-00636	coolant flush keys Trans Cen.	\$1,916.63	\$0.00		
AIRSYS	AIR SYSTEMS MAINTENANCE, LLC	26-00982	thermostat for Social Service	\$401.00	\$0.00		
ALLEG005	ALLEGION ACCESS TECHNOLOGIE	26-01058	repair front door City Hall	\$296.00	\$0.00		
				\$2,613.63			
6-01-26-310-000-218	BUILDING & GND Contract.Serv.						
KEMFLA	KEMPTON FLAG LLC	26-00874	8 flags, US,MIA,& State flags	\$999.04	\$0.00		
	Extd Total: BUILDINGS & GROUNDS			\$6,573.76			
	Department Total: BUILDING & GND			\$6,573.76			
	CAFR Total:			\$82,291.30			
Department:PUBLIC ASST							
Extd:SOCIAL SERVICES:							
6-01-27-345-000-213	SOCIAL SERVICES Client Assistance						
WEGMA005	WEGMANS FOOD MARKETS, INC	26-00970	Water and food for clients	\$98.64	\$0.00		
	Extd Total: SOCIAL SERVICES:			\$98.64			
	Department Total: PUBLIC ASST			\$98.64			
Department:SENIOR CENTER							
Extd:SENIOR CENTER							
6-01-27-350-000-205	SENIOR CENTER Recreation & Social						
PARMUS	PARREOTT'S MUSIC	26-00708	Mother's Day Entertainment	\$400.00	\$0.00		

Budget Account		Description					
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type	
6-01-27-350-000-206	SENIOR CENTER		Equipment Purchases				
AMAZO005	AMAZON.COM SERVICES	26-00813	Cellphone printer	\$156.97	\$0.00		
6-01-27-350-000-210	SENIOR CENTER		Classes				
BODYB005	BODY BY BEY	26-00096	Jan, Feb, Mar	\$675.00	\$0.00	B	
Extd Total: SENIOR CENTER				\$1,231.97			
Department Total: SENIOR CENTER				\$1,231.97			
CAFR Total:				\$1,330.61			
Department:RECREATION							
Extd:RECREATION SERVICES & PROGRAM							
6-01-28-370-000-290	RECREATION		Programs/Activities				
AMAZO005	AMAZON.COM SERVICES	26-00720	City Easter Event	\$1,765.38	\$0.00		
WBMASON	W.B.MASON CO., INC.	26-00927	Easter items	\$837.21	\$0.00		
RUBBRA	RUBEN BRAY	26-01021	dj services for line dancing	\$800.00	\$0.00		
				\$3,402.59			
Extd Total: RECREATION SERVICES				\$3,402.59			
Department Total: RECREATION				\$3,402.59			
CAFR Total:				\$3,402.59			
Department:PUBLIC LIBRARY							
Extd:PUBLIC LIBRARY:							
6-01-29-390-000-299	PUBLIC LIBRARY		Misc.				
ASBFRE	ASBURY PARK PUBLIC LIBRARY	26-01019	1st Q Library Appropriation	\$84,977.00	\$0.00		
Extd Total: PUBLIC LIBRARY:				\$84,977.00			
Department Total: PUBLIC LIBRARY				\$84,977.00			
CAFR Total:				\$84,977.00			
Department:LIGHTING							
Extd:LIGHT,HEAT,POW							
6-01-31-435-435-299	LIGHT, HEAT & POWER		Misc.				
NJAMER	N.J. AMERICAN WATER CO.	26-01023	VARIOUS ACCOUNTS 3/4 - 4/2	\$773.65	\$0.00		
NJAMER	N.J. AMERICAN WATER CO.	26-01042	Various Accounts 3/5-4/2	\$2,015.12	\$0.00		
NJAMER	N.J. AMERICAN WATER CO.	26-01052	Various Accounts 3/5-4/2	\$727.85	\$0.00		
NJAMER	N.J. AMERICAN WATER CO.	26-01060	#1018-210024751262 3/5-4/2	\$26.00	\$0.00		
				\$3,542.62			
Extd Total: LIGHT,HEAT,POW				\$3,542.62			
Extd:STREET/TRAFFIC							
6-01-31-435-436-299	STREET&TRAFFIC		LIGHTING Misc.				
JCPL	JCPL	26-01028	#200 000 001 293 Master Acct	\$2,284.64	\$0.00		
Extd Total: STREET/TRAFFIC				\$2,284.64			

Budget Account	Description						
Vendor Id	Vendor Name	P.O. Id	P.O. Description		Amount	Void Amount	P.O. Type
6-01-31-435-436-299	STREET&TRAFFIC LIGHTIN		Account Continued				
Department Total: LIGHTING					\$5,827.26		
Department:TELEPHONE							
Extd:TELEPHONE							
6-01-31-440-000-299	TELEPHONE Misc.						
MONINT	MONMOUTH INTERNET CORPORA	26-00956	INVOICE 369908-M APRIL 2026		\$3,737.35	\$0.00	
VERZON	VERIZON BUSINESS	26-01061	#152-069-551-0001-78 4/4-5/8		\$124.99	\$0.00	
					\$3,862.34		
Extd Total: TELEPHONE					\$3,862.34		
Department Total: TELEPHONE					\$3,862.34		
Department:GASOLINE							
Extd:GASOLINE							
6-01-31-460-000-299	GASOLINE Misc.						
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	26-00923	4,000 gallons unleaded fuel		\$11,932.23	\$0.00	
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	26-00986	1,033 gallons diesel fuel		\$4,798.58	\$0.00	
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	26-01049	459.7 gallons diesel fuel		\$2,148.03	\$0.00	
					\$18,878.84		
Extd Total: GASOLINE					\$18,878.84		
Department Total: GASOLINE					\$18,878.84		
CAFR Total:					\$28,568.44		
Department:MUNIC COURT							
Extd:MUNICIPAL COURT							
6-01-43-490-000-202	MUNIC COURT Office Supplies						
WBMASON	W.B.MASON CO., INC.	26-00942	office supplies		\$557.96	\$0.00	
6-01-43-490-000-219	MUNIC COURT Judges Fees						
ROBWER	ROBIN T. WERNIK	26-00945	conflict judge march 2026		\$1,000.00	\$0.00	
6-01-43-490-000-245	MUNIC COURT Interpreter						
BEACRA	BEATRIZ C. CRANEY	26-00744	spanish interpreter 2/20/26		\$315.00	\$0.00	
6-01-43-490-000-246	MUNIC COURT Postage						
GREFIN	GREATAMERICA FINANCIAL SVCS.	26-00943	mail machine 4/6-5/5		\$189.00	\$0.00	
Extd Total: MUNICIPAL COURT					\$2,061.96		
Department Total: MUNIC COURT					\$2,061.96		
Department:PUBLIC DEFEND.							
Extd:PUBLIC DEFENDER							
6-01-43-495-000-021	Fees						
LAWOF010	LAW OFFICE OF LAWRENCE W.	26-00946	march public defender		\$2,000.00	\$0.00	
GREER005	GREER LAW FIRM	26-00947	alternate public defender		\$1,000.00	\$0.00	

Budget Account		Description				
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
				\$3,000.00		
	Extd Total: PUBLIC DEFENDER			\$3,000.00		
	Department Total: PUBLIC DEFEND.			\$3,000.00		
	CAFR Total:			\$5,061.96		
Department:DEFERRED CHGS						
6-01-46-870-880-297	P/Y BILLS					
NJDIVO	NJ DIV. OF PENSIONS & BENEFITS	26-00972	MEMBER ID TOPPI 03-142208	\$43,198.51	\$0.00	
	Extd Total:			\$43,198.51		
	Department Total: DEFERRED CHG:			\$43,198.51		
	CAFR Total:			\$43,198.51		
CAFR:CURRENT FUND NON BUDGET ACCTS:						
Department:TAXES PAYABLE:						
Extd:TAXES PAYABLE:						
6-01-55-001-000-001	School Taxes Payable					
ASBBOA	ASBURY PARK BOARD OF EDUCAT	26-00991	April 2026 School Tax	\$3,182,055.00	\$0.00	
6-01-55-001-000-023	RAB PILOT - Due to Trustee					
USBANK	US BANK OPERATIONS CTR.	26-00990	1st Q RAB Pilot Due to Trustee	\$916,377.56	\$0.00	
	Extd Total: TAXES PAYABLE:			\$4,098,432.56		
	Department Total: TAXES PAYABLE:			\$4,098,432.56		
	CAFR Total: CURRENT FUND NON I			\$4,098,432.56		
	Fund Total: CURRENT			\$4,455,483.15		
Fund:BEACH						
Department:UTILITY OE						
Extd:BEACH UTILITY O/E: OTHER EXPENSES:						
6-05-55-502-000-206	BEACH UTILITY O/E: Purchase of Equipment					
MATRIX005	MATRIX MAINTENANCE SUPPLY, LI	26-00603	BEACH RESTROOM JANITOR CARTS	\$988.84	\$0.00	
PMCASSOC	PMC ASSOCIATES	26-00784	2way portable radios,chger etc	\$3,572.85	\$0.00	
PERRY010	PERRY WEATHER, INC.	26-00809	software,weather station	\$9,607.50	\$0.00	
				\$14,169.19		
6-05-55-502-000-209	BEACH UTILITY O/E: Custodial Supplies					
THEHAR	THE HARDWARE STORE	26-00244	Beachfront Hardware items	\$14.97	\$0.00	B
MATRIX005	MATRIX MAINTENANCE SUPPLY, LI	26-00862	FLOOR CLEANER-BEACH RESTROOMS	\$322.96	\$0.00	
SIMPL005	SIMPLIFY CHEMICAL SOLUTIONS	26-00918	BEACH RESTROOM SUPPLIES	\$272.76	\$0.00	
				\$610.69		
6-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
NJAMER	N.J. AMERICAN WATER CO.	26-01042	Various Accounts 3/5-4/2	\$208.14	\$0.00	
NJAMER	N.J. AMERICAN WATER CO.	26-01052	Various Accounts 3/5-4/2	\$217.78	\$0.00	
				\$425.92		

Budget Account		Description				
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
Extd Total: BEACH UTILITY O/E: OT				\$15,205.80		
Department Total: UTILITY OE				\$15,205.80		
CAFR Total:				\$15,205.80		
Fund Total: BEACH				\$15,205.80		
Fund:TRANSPORTATION UTILITY: BUDGET:						
Department:UTILITY OE						
Extd:TRANS.UTILITY O/E: OTHER EXPENSES:						
6-06-55-502-000-202	TRANS.UTILITY O/E: Office Supplies					
KEPSPR	KEPWEL SPRING WATER	26-00955	ACCT #117290 MARCH 2026	\$12.00	\$0.00	
6-06-55-502-000-207	TRANS.UTILITY O/E: Internet					
OPTIMUM	OPTIMUM	26-00978	07866-196915-01-312/15-1/14/26	\$200.00	\$0.00	
6-06-55-502-000-210	TRANS.UTILITY O/E: Signs					
GRAING	GRAINGER	26-00980	Grinder Blades and Sign Bolts	\$482.78	\$0.00	
6-06-55-502-000-212	TRANS.UTILITY O/E: Parking Meter Supply					
IPSGRO	IPS GROUP, INC.	26-00979	INV123808 3/26 DMS Fees	\$8,625.00	\$0.00	
6-06-55-502-000-219	TRANS.UTILITY O/E: Traffic Signals					
INTTRA	INTELLIGENT TRAFFIC SUPPLY	26-00503	Quote9761 Grand & 5th Parts	\$261.00	\$0.00	
6-06-55-502-000-227	TRANS.UTILITY O/E: Contractual Services					
STATE020	STATE OF NEW JERSEY	26-00917	PTC License Zachary Ruiz IItoR	\$400.00	\$0.00	
Extd Total: TRANS.UTILITY O/E: OTI				\$9,980.78		
Department Total: UTILITY OE				\$9,980.78		
CAFR Total:				\$9,980.78		
Fund Total: TRANSPORTATION UTIL				\$9,980.78		
Fund:SEWER UTILITY: BUDGET:						
Department:UTILITY OE						
Extd:SEWER UTILITY O/E: OTHER EXPENSES:						
6-07-55-502-000-208	SEWER UTILITY O/E: Permits/Licenses					
NJWEA	NJ WATER ENVIRONMENT ASSOC.	26-00903	conference registration 5/2026	\$1,440.00	\$0.00	
6-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJAMER	N.J. AMERICAN WATER CO.	26-01023	VARIOUS ACCOUNTS 3/4 - 4/2	\$675.95	\$0.00	
NJAMER	N.J. AMERICAN WATER CO.	26-01042	Various Accounts 3/5-4/2	\$587.39	\$0.00	
				\$1,263.34		
6-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
CERID005	CERIDA INVESTMENT CORP.	26-00883	service period 3/21-4/21/2026	\$174.43	\$0.00	
KEPSPR	KEPWEL SPRING WATER	26-00955	ACCT #117290 MARCH 2026	\$12.00	\$0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATIO	26-01029	#40115602 Payment #33 of 60	\$82.58	\$0.00	
				\$269.01		
6-07-55-502-000-220	SEWER UTILITY O/E: Accounting					

Budget Account	Description							
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type		
6-07-55-502-000-220	SEWER UTILITY O/E: Accou		Account Continued					
AMEWAT	AMERICAN WATER	26-00963	APR 26 USAGE INV.4000323786	\$403.46	\$0.00			
6-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal							
SPECT005	SPECTRASERV INC.	26-01039	wastewater transport Jan. 2026	\$21,252.00	\$0.00			
PASVAL	PASSAIC VALLEY SEWERAGE COM	26-01044	sludge disposal March 2026	\$11,900.00	\$0.00			
SPECT005	SPECTRASERV INC.	26-01054	sludge transport. March 2026	\$25,760.00	\$0.00			
				\$58,912.00				
6-07-55-502-000-231	SEWER UTILITY O/E: Lab Supplies							
LYONS005	LYONS ENVIRONMENTAL SERVICE	26-00951	Eff-BOD5,TSS NH3N,	\$950.00	\$0.00			
	Extd Total: SEWER UTILITY O/E: OT			\$63,237.81				
	Department Total: UTILITY OE			\$63,237.81				
6-07-55-506-000-901	ASB.PARTNER-SEWER ASSESS.							
ASBLLC	ASBURY PARTNERS, LLC	26-00960	1ST QTR. 2026 ODOR CONTROL	\$91.71	\$0.00			
	Extd Total:			\$91.71				
	Department Total:			\$91.71				
	CAFR Total:			\$63,329.52				
	Fund Total: SEWER UTILITY: BUDG			\$63,329.52				
	Year Total:			\$4,543,999.25				
Fund:GENERAL CAPITAL FUND BUDGET:								
Extd:Odr. 2018-57 Acq./Prop./Const. of FH								
C-04-55-998-176-001	Section 20 Costs							
SHOPOI	SHORE POINT ARCHITECTURE,PA	25-01769	ENGINEERING SERVICES NEW FIRE	\$2,475.00	\$0.00	B		
	Extd Total: Odr. 2018-57 Acq./Prop./C			\$2,475.00				
Extd:Ord. 2024-26 Various Veh. & Cap. Equip.								
C-04-55-998-186-002	Various Vehicles & Equipment Fire Dept.							
PMCASSOC	PMC ASSOCIATES	25-01458	2025 FORD F-150 RADIOS & MODEM	\$9,906.39	\$0.00			
	Extd Total: Ord. 2024-26 Various Vel			\$9,906.39				
Extd:Ord. 2025-16 Various Capital Improvement								
C-04-55-998-187-002	DPW Various Equipment & Improv.							
VICGE005	VIC GERARD GOLF CARS	25-02829	2025 CLUB CAR URBAN LSV	\$49,723.54	\$0.00			
WARGEN	WARSHAUER GENERATOR, LLC	25-03244	BOND STREET BRIDGE LIGHTS	\$43,400.00	\$0.00			
				\$93,123.54				
C-04-55-998-187-005	Police Various Vehicles & Equipment							
WIRCOM	WIRELESS COMMUNICATIONS &	25-03858	MDT UPGRADES FOR 6 PD VEHICLES	\$39,210.00	\$0.00			
	Extd Total: Ord. 2025-16 Various Ca			\$132,333.54				
	Department Total:			\$144,714.93				
	CAFR Total:			\$144,714.93				
	Fund Total: GENERAL CAPITAL FUI			\$144,714.93				

<i>Budget Account</i>	<i>Description</i>							<i>P.O. Type</i>
<i>Vendor Id</i>	<i>Vendor Name</i>	<i>P.O. Id</i>	<i>P.O. Description</i>	<i>Amount</i>	<i>Void Amount</i>			
Fund:PARKING CAPITAL								
Department:Ord. 2021-37 Var. Transportation Impr.								
Extd:Ord. 2021-37 Var. Transportation Impr.								
C-09-17-908-000-901	Section 20 Costs							
TMASSO	T & M ASSOCIATES	24-03653	TRAFFIC SIGNALS GRAND & SUNSET	\$460.00	\$0.00			B
Extd Total: Ord. 2021-37 Var. Transp				\$460.00				
Department Total: Ord. 2021-37 Var.				\$460.00				
Department:Ord. 2024-18 Main St. Streetscape								
Extd:Ord. 2024-18 Main St. Streetscape								
C-09-17-910-000-901	Sec. 20 Costs							
TMASSO	T & M ASSOCIATES	25-01682	TAP Streetscape Main St. Impr.	\$193.00	\$0.00			B
Extd Total: Ord. 2024-18 Main St. Sti				\$193.00				
Department Total: Ord. 2024-18 Mair				\$193.00				
Department:Ord. 2024-20 1st Ave. Road Improvements								
Extd:Ord. 2024-20 1st Ave. Road Improvements								
C-09-17-911-000-901	Section 20 Costs							
TMASSO	T & M ASSOCIATES	24-02201	FIRST AVE ROADWAY IMPROVEMENTS	\$3,329.25	\$0.00			B
Extd Total: Ord. 2024-20 1st Ave. Ro				\$3,329.25				
Department Total: Ord. 2024-20 1st /				\$3,329.25				
Department:Ord. 2025-15 Train Station Canopies								
Extd:Ord. 2025-15 Train Station Canopies								
C-09-17-913-000-901	Section 20 Costs							
TMASSO	T & M ASSOCIATES	25-03936	PEDESTRIAN CANOPY STRUCTURES	\$2,730.00	\$0.00			B
Extd Total: Ord. 2025-15 Train Statio				\$2,730.00				
Department Total: Ord. 2025-15 Trai				\$2,730.00				
Department:Ord. 2025-23 Improvements to 3rd Ave.								
Extd:Ord. 2025-23 Improvements to 3rd Ave.								
C-09-17-914-000-901	Section 20 Costs							
TMASSO	T & M ASSOCIATES	25-03016	THIRD AVENUE ROADWAY PROJECT	\$6,791.02	\$0.00			B
Extd Total: Ord. 2025-23 Improve				\$6,791.02				
Department Total: Ord. 2025-23 Impi				\$6,791.02				
CAFR Total:				\$13,503.27				
Fund Total: PARKING CAPITAL				\$13,503.27				
Year Total:				\$158,218.20				

Fund:GRANT FUND BUDGET:

Budget Account		Description						
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type		
G-02-43-874-017-200		Recycling Tonnage Grant						
TOTER005	TOTER, LLC	25-03789	Dome Top Litter Container	\$2,625.00	\$0.00			
Extd Total:				\$2,625.00				
Department Total:				\$2,625.00				
G-02-43-956-022-217		Opioid Settlement Funds						
HOMDRU	HOME DRUG PHARMACY	24-00744	Medication at risk opioid ct's	\$44.00	\$0.00	B		
WEGMA005	WEGMANS FOOD MARKETS, INC	26-00970	Water and food for clients	\$98.64	\$0.00			
				\$142.64				
Extd Total:				\$142.64				
Department Total:				\$142.64				
G-02-43-971-023-200		Clean Communities						
TOTER005	TOTER, LLC	25-03789	Dome Top Litter Container	\$7,214.69	\$0.00			
Extd Total:				\$7,214.69				
Department Total:				\$7,214.69				
G-02-43-984-024-201		Municipal Share						
ARCAR005	ARCARI & IOVINO ARCHITECTS, PC	24-01847	BOARDWALK RESTROOMS	\$9,462.00	\$0.00	B		
TMASSO	T & M ASSOCIATES	24-02759	BOARDWALK RESTROOMS PROJECT	\$35,375.90	\$0.00	B		
TMASSO	T & M ASSOCIATES	25-01454	MAR PARAMOUNT THEATER PROJECT	\$7,575.25	\$0.00	B		
CATINC	CATEL, INC.	25-02562	A.P. BOARDWALK RESTROOMS	\$633,123.50	\$0.00	B		
MARFAL	MARAZITI FALCON, LLP	26-01043	Invoice 61605 Boardwalk Grant	\$28,296.63	\$0.00			
				\$713,833.28				
G-02-43-984-024-202		Madison Marquette Share						
MADMAR	MADISON MARQUETTE	24-03521	Boardwalk Grant	\$36,535.30	\$0.00	B		
Extd Total:				\$750,368.58				
Department Total:				\$750,368.58				
CAFR Total:				\$760,350.91				
Fund Total: GRANT FUND BUDGET:				\$760,350.91				
Year Total:				\$760,350.91				
Fund:AFFORDABLE HOUSING FEES TRUST FUND								
T-11-56-850-000-801		Reserve for Affordable Housing Fees						
CGPHL005	CGP&H, LLC	26-01032	INVOICE #56534 CASE MANAGEMENT	\$3,400.00	\$0.00			
Extd Total:				\$3,400.00				
Department Total:				\$3,400.00				
CAFR Total:				\$3,400.00				
Fund Total: AFFORDABLE HOUSING				\$3,400.00				
Fund:ANIMAL CONTROL FUND BUDGET:								
T-12-56-850-000-801		Reserve for Animal Control						

Budget Account		Description				
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
T-12-56-850-000-801	Reserve for Animal Control		Account Continued			
NJDEPH	NJ DEPT.HEALTH/SNR.SERV.	26-00995	Dog State Report 03.2026	\$51.60	\$0.00	
	Extd Total:			\$51.60		
	Department Total:			\$51.60		
	CAFR Total:			\$51.60		
	Fund Total: ANIMAL CONTROL FUN			\$51.60		
Fund:COMMUNITY DEVELOPMENT BLK GRANT BUDGET:						
Extd:2025 CDBG 25-MC-83-850-850-000						
T-17-84-850-850-003	2025 Community Events					
SHORIT	SAKER SHOPRITE, INC.	26-00926	Supplies for Easter Egg Hunt	\$749.76	\$0.00	
INTNEI	INTERFAITH NEIGHBORS,INC.	26-01020	Interfaith food & beverages	\$663.02	\$0.00	
				\$1,412.78		
	Extd Total: 2025 CDBG 25-MC-83-85			\$1,412.78		
	Department Total:			\$1,412.78		
	CAFR Total:			\$1,412.78		
	Fund Total: COMMUNITY DEVELOPI			\$1,412.78		
Fund:TRUST OTHER						
T-20-56-850-854-801	Reserve for Marriage Licenses Due StofNJ					
DEPCHIFA	DEPT.OF CHILDREN & FAMILIES	26-00992	Marriage Report 1st Qtr 2026	\$625.00	\$0.00	
TREAS015	TREASURER, STATE OF NJ	26-00994	1st Qtr Domestic Partnership	\$25.00	\$0.00	
				\$650.00		
	Extd Total:			\$650.00		
T-20-56-850-878-801	Reserve for Recreation					
CRAPRI	CRAFTMASTER PRINTING, INC.	26-00887	rodeo for rec	\$55.00	\$0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	26-00888	rodeo for Rec	\$92.00	\$0.00	
KARBRI	KAREEM BRINSON	26-00937	D.J. Services for Rodeo 4/30	\$500.00	\$0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	26-00971	Backdrop for Rodeo for Rec.	\$225.00	\$0.00	
				\$872.00		
	Extd Total:			\$872.00		
T-20-56-850-899-801	Reserve for Self Insurance Liability					
NJINT	NJ INTERGOVERNMENTAL INS. FU	26-01025	May Insurance Premiums	\$463,540.00	\$0.00	
PMACOM	PMA MANAGEMENT CORPORATION	26-01027	Mar 2026 Billing Statements	\$61,383.02	\$0.00	
				\$524,923.02		
	Extd Total:			\$524,923.02		
T-20-56-850-932-301	Reserve for Storm Recovery Trust Fund					
ULINE	ULINE, INC.	26-00582	150 bags 50lb. ice melt	\$3,554.78	\$0.00	
SBROT005	S BROTHERS INC.	26-00884	INV #4020 SNOW REMOVAL 2/22/26	\$20,280.00	\$0.00	

Budget Account	Description					
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
				\$23,834.78		
	Extd Total:			\$23,834.78		
	Department Total:			\$550,279.80		
	CAFR Total:			\$550,279.80		
	Fund Total: TRUST OTHER			\$550,279.80		
Fund:PLANNING & ZONING ESCROW FUND BUDGET:						
CAFR:PLANNING & ZONING ESCROW FUND BUDGET:						
T-21-00-461-000-299	1201 MEMORIAL DRIVE(JEMAL'S BRAVERMAN)					
CLACAN	CLARKE CATON HINTZ PC	26-00922	PB & ZB PROF. SVS CCH	\$232.50	\$0.00	
	Extd Total:			\$232.50		
	Department Total:			\$232.50		
T-21-00-545-000-299	900-904 SPRINGWOOD(MEMORIAL AVE HOLDING)					
CLACAN	CLARKE CATON HINTZ PC	26-00900	PB PROF SVS CCH	\$620.00	\$0.00	
CLACAN	CLARKE CATON HINTZ PC	26-00922	PB & ZB PROF. SVS CCH	\$232.50	\$0.00	
				\$852.50		
	Extd Total:			\$852.50		
	Department Total:			\$852.50		
T-21-00-568-000-299	BL 4001(INSP.FEES)(AP BL 4001 VENTURE)					
CLACAN	CLARKE CATON HINTZ PC	26-00922	PB & ZB PROF. SVS CCH	\$435.00	\$0.00	
	Extd Total:			\$435.00		
	Department Total:			\$435.00		
T-21-00-574-000-299	200 COOKMAN AVENUE(ASBURY PARTNERS, LLC)					
LEONS010	LEON S. AVAKIAN, INC.	26-00899	PB & ZB PROF SVS Avakian	\$3,060.00	\$0.00	
	Extd Total:			\$3,060.00		
	Department Total:			\$3,060.00		
T-21-00-597-000-299	407 LAKE AVE(INSP.FEES)(TOLL BROS.INC.)					
LEONS010	LEON S. AVAKIAN, INC.	26-00949	PB PROF. SVS - AVAKIAN	\$5,627.50	\$0.00	
	Extd Total:			\$5,627.50		
	Department Total:			\$5,627.50		
T-21-00-613-000-299	201-203 EIGHTH AVENUE(K.HOVNANIAN)					
CLACAN	CLARKE CATON HINTZ PC	26-00922	PB & ZB PROF. SVS CCH	\$155.00	\$0.00	
	Extd Total:			\$155.00		
	Department Total:			\$155.00		
T-21-00-631-000-299	LOFTS AT KINGLSEY AVENUE(K.HOVNANIAN)					

Budget Account		Description					
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type	
T-21-00-631-000-299	LOFTS AT KINGLSEY AVEN		Account Continued				
CLACAN	CLARKE CATON HINTZ PC	26-00922	PB & ZB PROF. SVS CCH	\$1,057.65	\$0.00		
	Extd Total:			\$1,057.65			
	Department Total:			\$1,057.65			
T-21-00-632-000-299	AP TRANGLE2(BLOCK 3801)(ASBURY PARTNERS)						
THEBE005	THE BEEKMAN LAW FIRM, LLC	26-00906	PB LGL SVS Beekman	\$510.00	\$0.00		
CLACAN	CLARKE CATON HINTZ PC	26-00922	PB & ZB PROF. SVS CCH	\$775.00	\$0.00		
				\$1,285.00			
	Extd Total:			\$1,285.00			
	Department Total:			\$1,285.00			
T-21-00-636-000-299	807 SUMMERFIELD AVE(807 SUMMERFIELD,LLC)						
THEBE005	THE BEEKMAN LAW FIRM, LLC	26-00901	PB LEGAL SVS. Beekman	\$892.50	\$0.00		
	Extd Total:			\$892.50			
	Department Total:			\$892.50			
T-21-00-652-000-299	217-219 3RD AVE.(AMBASSADOR DEVELOPMENT)						
CLACAN	CLARKE CATON HINTZ PC	26-00922	PB & ZB PROF. SVS CCH	\$1,967.25	\$0.00		
	Extd Total:			\$1,967.25			
	Department Total:			\$1,967.25			
T-21-00-653-000-299	702 SUMMERFIELD(702 SUMMERFIELD AP,LLC)						
THEBE005	THE BEEKMAN LAW FIRM, LLC	26-00905	PB LGL SVS BEEKMAN	\$425.00	\$0.00		
CLACAN	CLARKE CATON HINTZ PC	26-00922	PB & ZB PROF. SVS CCH	\$1,694.50	\$0.00		
				\$2,119.50			
	Extd Total:			\$2,119.50			
	Department Total:			\$2,119.50			
T-21-00-854-000-299	1002 SUNSET AVENUE(PAUL JOSEPH CAGLE)						
CLACAN	CLARKE CATON HINTZ PC	26-00922	PB & ZB PROF. SVS CCH	\$155.00	\$0.00		
	Extd Total:			\$155.00			
	Department Total:			\$155.00			
	CAFR Total: PLANNING & ZONING E			\$17,839.40			
	Fund Total: PLANNING & ZONING E			\$17,839.40			
Fund:CITY OF ASBURY PARK REDEVELOPMENT ESCROW							
T-48-56-850-000-856	1012 ASBURY AVE(SHARED EQUITIES CO.,LLC)						
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	26-00988	Invoice 8342 Affordable Hsg.	\$37.50	\$0.00		
T-48-56-850-000-862	1001 1ST AVENUE(ASBURY PARK FIRST)						
DILWO005	DILWORTH PAXSON, LLP	26-00987	Invoice 640620 1001 First Ave.	\$4,935.00	\$0.00		
DILWO005	DILWORTH PAXSON, LLP	26-01033	Redevelopment Counsel	\$210.00	\$0.00		

Budget Account		Description				
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
				\$5,145.00		
T-48-56-850-000-867	900-904 SPRINGWOOD(MEMORIAL AVE.HOLDINGS					
DILWO005	DILWORTH PAXSON, LLP	26-01033	Redevelopment Counsel	\$210.00	\$0.00	
T-48-56-850-000-872	614 COOKMAN(REC.STUDIO)(614 COOKMAN,LLC)					
DILWO005	DILWORTH PAXSON, LLP	26-01033	Redevelopment Counsel	\$1,295.00	\$0.00	
T-48-56-850-000-879	201-203 EIGHTH AVENUE(K.HOVNANIAN)					
DILWO005	DILWORTH PAXSON, LLP	26-01033	Redevelopment Counsel	\$70.00	\$0.00	
T-48-56-850-000-896	600 MAIN STREET(600 MAIN DEVELOPERS,LLC)					
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	26-00988	Invoice 8342 Affordable Hsg.	\$622.50	\$0.00	
	Extd Total:			\$7,380.00		
	Department Total:			\$7,380.00		
	CAFR Total:			\$7,380.00		
	Fund Total: CITY OF ASBURY PARK			\$7,380.00		
	Year Total:			\$580,363.58		

Total Charged Lines: 365 Total List Amount: \$6,059,842.17 Total Void Amount: \$0.00

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	5-01	\$10,273.06	\$0.00	\$0.00	\$10,273.06
TRANSPORTATION UT	5-06	\$3,498.17	\$0.00	\$0.00	\$3,498.17
SEWER UTILITY: BUDG	5-07	\$3,139.00	\$0.00	\$0.00	\$3,139.00
	Year Total:	\$16,910.23	\$0.00	\$0.00	\$16,910.23
CURRENT	6-01	\$4,455,483.15	\$0.00	\$0.00	\$4,455,483.15
BEACH	6-05	\$15,205.80	\$0.00	\$0.00	\$15,205.80
TRANSPORTATION UT	6-06	\$9,980.78	\$0.00	\$0.00	\$9,980.78
SEWER UTILITY: BUDG	6-07	\$63,329.52	\$0.00	\$0.00	\$63,329.52
	Year Total:	\$4,543,999.25	\$0.00	\$0.00	\$4,543,999.25
GENERAL CAPITAL FU	C-04	\$144,714.93	\$0.00	\$0.00	\$144,714.93
PARKING CAPITAL	C-09	\$13,503.27	\$0.00	\$0.00	\$13,503.27
	Year Total:	\$158,218.20	\$0.00	\$0.00	\$158,218.20
GRANT FUND BUDGET	G-02	\$760,350.91	\$0.00	\$0.00	\$760,350.91
AFFORDABLE HOUSIN	T-11	\$3,400.00	\$0.00	\$0.00	\$3,400.00
ANIMAL CONTROL FUI	T-12	\$51.60	\$0.00	\$0.00	\$51.60
COMMUNITY DEVELOP	T-17	\$1,412.78	\$0.00	\$0.00	\$1,412.78
TRUST OTHER	T-20	\$550,279.80	\$0.00	\$0.00	\$550,279.80
PLANNING & ZONING I	T-21	\$17,839.40	\$0.00	\$0.00	\$17,839.40
CITY OF ASBURY PARI	T-48	\$7,380.00	\$0.00	\$0.00	\$7,380.00
	Year Total:	\$580,363.58	\$0.00	\$0.00	\$580,363.58
Total Of All Funds:		\$6,059,842.17	\$0.00	\$0.00	\$6,059,842.17

April 22, 2026 Meeting

Balance Brought Forward from Total List Amount	\$ 6,059,842.17
NJ Dept. of Transportation (26-00941)	\$ 130.00
Friends of Monmouth Cty (26-01035)	\$ 1,250.00
Postmaster (26-01038)	\$ 2,060.83
NJDEP/Division of Revenue (26-01047)	\$ 1,754.00

Total: \$ 6,065,037.00



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 22, 2026
RESOLUTION SUMMARY

2026-189

Resolution Approving Change Order #12 And Request To Exceed 20% Change Order Threshold For The Asbury Park Boardwalk Restroom Project.



RESOLUTION - 2026-189

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

**RESOLUTION APPROVING CHANGE ORDER #12 AND REQUEST TO EXCEED
20% CHANGE ORDER THRESHOLD FOR THE ASBURY PARK BOARDWALK
RESTROOM PROJECT**

WHEREAS, the City Council of Asbury Park awarded a contract to Catel, Inc. on August 13, 2025, for the Asbury Park Boardwalk Restrooms Project via Resolution #2025-367; and

WHEREAS, the original contract amount approved by the City Council was in the sum of three million fifty-eight thousand four hundred dollars and zero cents (\$3,058,400.00); and

WHEREAS, the City has approved via Resolution 2025-423 Change Order #1 resulting in an additional amount of one hundred thirty thousand sixty-five dollars and zero cents (\$130,065.00) to the contract; and

WHEREAS, the City has approved via Resolution 2025-472 Change Order #2 and #3 resulting in an additional amount of one hundred fifty-seven thousand five hundred forty-five dollars and fifty-eight cents (\$157,545.58) to the contract; and

WHEREAS, the City has approved via Resolution 2025-503 Change Order #4 and #5 resulting in an additional amount of two hundred thirty-six thousand one hundred nineteen dollars and zero cents (\$236,119.00) to the contract; and

WHEREAS, the City has approved via Resolution 2026-55 and amendment Resolution #2026-119 for Change Order #6 resulting in an additional amount of one hundred eighty-one thousand three hundred seven dollars and fifty cents (\$181,307.50) to the contract; and

WHEREAS, the City has approved via Resolution 2026-165 for Change Order #7 through #11 resulting in an additional amount of one hundred fifty thousand nineteen dollars and forty-one cents (\$150,019.41) to the contract; and

WHEREAS, the City Engineer is requesting Change Order #12 in the amount of \$38,188.68; and

WHEREAS, Change Order #12 represents effort and coordination with New Jersey American Water and the additional plumbing and water service related to the fittings and extensions required to supply water service to the boardwalk for the boardwalk shower station project, resulting in a total increase of thirty-eight thousand one hundred eighty-eight dollars and sixty-eight cents (\$38,188.68) net change to the contract; and

WHEREAS, during the course of the project, change orders 2 through 5 were unforeseen by the Contractor and Owner because they were concealed: the discovery of the buried building foundation, concrete chambers, etc., if left uncorrected, would not allow the installation of the new foundation piles and grade beams and would have rendered the project un-constructable; and

WHEREAS, the proposed change order amount totaling thirty-eight thousand one hundred eighty-eight dollars and sixty-eight cents (\$38,188.68), when added to the aggregate of prior change orders, causes the total value of change orders to exceed 20% of the originally awarded contract amount, thus triggering the requirements of N.J.A.C. 5:30-11.9; and

WHEREAS, the Project Manager, T&M Associates, recommends authorizing Change Order #12; and

WHEREAS, the City has reviewed and documented the necessity of this change order in writing, including certification of funds availability and a statement of justification, all in accordance with applicable procurement regulations, which are attached hereto and incorporated herein by reference; and

WHEREAS, in compliance with N.J.A.C. 5:30-11.9(c), the City must authorize a written amendatory contract by formal resolution prior to execution of the corresponding change order, and the draft amendatory contract is attached hereto and incorporated herein by reference; and

WHEREAS, the City has further determined that the proposed modification necessitates a change order to reflect the actual contract amount, and the approval of Change Order #12 is necessary and appropriate.

WHEREAS, the contractor has requested a 30 calendar day extension to the contract schedule; and

WHEREAS, the city denies this request for an extension and the project will remain on the originally agreed-upon schedule;

WHEREAS, the Chief Financial Officer has certified that funds are available in G-02-43-984-024-201 within the Grant 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 Monmouth and State of New Jersey that Change Order #12 shall not exceed thirty-eight thousand one hundred eighty-eight dollars and sixty-eight cents (\$38,188.68).

BE IT FURTHER RESOLVED that there will be no extension to the originally agreed upon contract schedule at this point in time and the schedule of construction will remain the same.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute Change Order Number 12 on behalf of the Governing Body.

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 the governing body shall cause to be printed once, in an official newspaper, a brief notice indicating the additional amount to be expended, the original contract price, the nature of the original and additional work, and why it is necessary to expend the additional funds and kept in the files of the City Clerk and be available for inspection by the public.

BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, Catel, Inc., City Engineer, City Manager and Director of Purchasing.

I, ANTHONY CUCCI, 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. 2026-__ which was finally adopted by the City Council at a meeting held on the __ day of ____, 2026

CERTIFIED BY ME THIS __ DAY OF ____, 2026.

Anthony Cucci, City Clerk

ANTHONY CUCCI
CITY CLERK



ASPK-00798

April 9, 2026

Via Email

Mr. Adam Cruz, City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

**Re: City of Asbury Park
Asbury Park Boardwalk Restrooms
Catel, Inc.
Change Order Number 12**

Dear Mr. Cruz:

Please find enclosed, Change Order #12 in the amount of \$38,188.68 for the Boardwalk Restrooms Project being constructed by Catel, Inc. This Change Order is due to the additional effort and coordination with New Jersey American Water and the additional plumbing and water service related to the fittings and extensions required to supply water service to the boardwalk for the boardwalk shower stations project.

As you may recall, the initial budget for this project was estimated to be \$4,178,385.00 while the low bid came in at \$3,058,400.00, leaving a reserve/contingency balance of \$1,119,985.00 available for unforeseen conditions and/or other change orders. As this project is funded in whole by the New Jersey Boardwalk Preservation Fund Grant, no additional city funds are, or will be required.

In our view, the costs associated with Change Order # of \$38,188.68 is fair and reasonable. To reiterate, the grant fund budget associated with this project will absorb the increase in cost.

As such, please find enclosed signed originals of Change Order Number 12 for Mayor and Council consideration at the next City Council meeting. This change order represents an increase of 0.9% to the previously adjusted (by Change Orders #1 through #11) contract price of \$3,913,530.49



Le: Mr. Adam Cruz
City Manager

Re: Boardwalk Restrooms – Catel, Inc. Change Order #12
City of Asbury Park, Monmouth County, New Jersey

If approved by City Council, the adjusted contract price for this project will be \$3,951,719.17. The net change in contract for **Change Order Number #12 is \$38,188.68**, and represents an overall (CO1 thru CO12) 29.2% increase.

In addition, no contract time extension is requested at this time.

Should you have any questions or require additional information, please do not hesitate to contact me directly at (908) 415-7208 or via email JHarzold@TandMAssociates.com

Very truly yours,

T&M ASSOCIATES

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

JDH:jdj

Enclosures

Cc: *via email to:*
Anthony Cucci, Deputy City Clerk
JoAnn Boos, CFO
Tracy Lizardi, Purchasing Agent
George Phipps, Director of Public Works
Gregory Toro, Deputy Director of Public Works
James Foster, Treasurer
Anthony Iovino, Arcari & Iovino, City Architect
Ralph Justo, Arcari & Iovino, Project Architect
Catel, Inc., Dan Pires, Vice President



AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Asbury Park Boardwalk Restrooms

CONTRACT INFORMATION:
Contract For: General Construction
Date: October 14, 2025

CHANGE ORDER INFORMATION:
Change Order Number: 012
Date: 03-26-2026

OWNER: *(Name and address)*
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

ARCHITECT: *(Name and address)*
Arcari + Iovino Architects, P.C.
One Katherine Street
Little Ferry, NJ 07643

CONTRACTOR: *(Name and address)*
Catel, Inc.
P.O. Box 1383
Belmar, NJ 07719

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

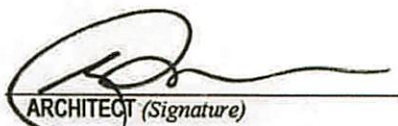
Additional plumbing & site work for new water service (COR #12). Add \$38,188.68

The original Contract Sum was	\$ 3,058,400.00
The net change by previously authorized Change Orders	\$ 855,130.49
The Contract Sum prior to this Change Order was	\$ 3,913,530.49
The Contract Sum will be increased by this Change Order in the amount of	\$ 38,188.68
The new Contract Sum including this Change Order will be	\$ 3,951,719.17

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be 243 Calendar Days

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.



ARCHITECT *(Signature)*

BY: Ralph Justo, Partner

(Printed name, title, and license number if required)

3/26/2026

Date



CONTRACTOR *(Signature)*

BY: Dan Pires, V. President

(Printed name and title)

3/26/2026

Date

OWNER *(Signature)*

(Printed name and title)

Date



CATEL, INC.

PO Box 1383
Belmar, NJ 07719
Phone: (732) 570-3020
Fax: (732) 280-1325

CO PROPOSAL

CO Proposal #:

GC-12

Date :

March 26, 2026

Customer:

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

For:

Asbury Park Boardwalk Bathrooms
First & Fourth Avenues
Asbury Park, NJ 07712

Project #:

2416

DESCRIPTION	AMOUNT
CO Proposal #12 - Additional Plumbing & Site Work for New Water Service	
Site Work <i>(See attached Subcontractor Supporting Documentation)</i>	\$21,900.00
Plumbing Work <i>(See attached Subcontractor Supporting Documentation)</i>	\$10,316.98
Catel Cost of Supervision, Coordination with Water Company, Field Personnel, Change Order Prep, etc as per AIA A201 Section 7.3.4.5	\$2,500.00
Catel OH/P (5% for OH/Bond/Insurance and 5% Profit)	\$3,471.70
TOTAL	\$38,188.68

If you have any questions concerning this proposal contact:

Dan Pires
732-570-3020
dan@catelinc.com

THANK YOU FOR YOUR BUSINESS!

Thomas Farrell Contracting Inc
 761 Shrewsbury Ave
 Shrewsbury, NJ 07702
 Contact: Tom Farrell III
 Office: 732-741-5802 Mobile: 732-978-0052
 Project: Asbury Park Boardwalk Restrooms
 Project Location: Asbury Park, NJ 07712
 Bid Number: COSTHOASB45985
 Bid Date: 07/28/25
 CO Date: 03/23/2026

PAY ITEM	QTY	UNIT	Unit Price	TOTAL
CLEARING SITE				\$2,600.00
Concrete Removal: Sidewalk - First Ave 4"	100	SF	\$10.00	\$1,000.00
Concrete Removal: Sidewalk - Fourth Ave 4"	100	SF	\$10.00	\$1,000.00
Disposal Offsite, Hauling, Concrete Only - Site	6	CY	\$100.00	\$600.00
CONCRETE SIDEWALK, 4" THICK				\$3,600.00
Sidewalks FIRST AVE 4 inches 4000 psi No Reinforcement	100	SF	\$13.00	\$1,300.00
Sidewalks FOURTH AVE 4 inches 4000 psi No Reinforcement	100	SF	\$13.00	\$1,300.00
SUBBASE 4 inches DGA AT Sidewalks FIRST AVE	5	TN	\$100.00	\$500.00
SUBBASE 4 inches DGA AT Sidewalks FOURTH AVE	5	TN	\$100.00	\$500.00
WATER UTILITY CONNECTION				\$15,700.00
Ductile Iron Pipe Tyton Joint CL52 (3")	40	LF	\$150.00	\$6,000.00
45 Bend 3"	4	EA	\$750.00	\$3,000.00
Reducer 3x4	2	EA	\$750.00	\$1,500.00
Retaining Gland 3"	12	EA	\$200.00	\$2,400.00
Thrust Blocks	4	EA	\$200.00	\$800.00
Locate existing electric services	2	EA	\$1,000.00	\$2,000.00
				\$ 21,900.00

GENERAL SCOPE OF WORK NOTES & CLARIFICATIONS

- Excavated soils will be reused as site fills and trench backfill.
- Existing topsoil is to be used for respread in landscape and lawn areas, amendments are EXCLUDED.
- In case of discrepancies between plans or relative to other plans, the site plan will take precedence.
- PROPOSAL IS VALID FOR 30 DAYS
- Scope of work is included as specifically listed in this proposal only.
- This subcontractor will NOT absorb the impact of the ongoing escalation of prices, the shortage or lack of availability of material, labor, equipment and/or energy.
- Traffic control plans have not been provided. MPT is included as noted.

LABOR & SALES TAX

PREVAILING WAGE
 Sales tax is EXCLUDED.

THE FOLLOWING ITEMS ARE EXCLUDED

All Work Related To Electrical Service Including Demolition And Restoration

As-Builts
Building & Foundation Demolition
Dewatering with Pumps Larger Than 3", Sumps, Well Points and 24 Hr Monitoring
Disposal Fees
Dust Control
Division 3 Concrete As Shown on Architectural and Structural Drawings
Excavation and Backfill for Mechanical, Plumbing and Electrical Trades
Excavation/Handling and/or Disposal of Contaminated/Hazardous Soils
Fences, Gates, Guiderails and Railings
Foundation Excavation, Backfill and Footing Drain
Gas Service Trenching, Pipe, Fixtures, Valves and Connections
Groundwater Treatment and/or Discharge Fees
Handheld Soil Penetrometer Test
Irrigation Sleeves
K-Crete/CLSM Backfill
Landscaping, Lawns & Irrigation
Licensed Surveyor
Liquidated Damages
Load, Haul & Dispose Of Spoils Generated By Other Trades
Noise Controls
Over-Excavation
Performance and Maintenance Bonds
Permits and Fees
Police Traffic Control
Preconstruction Conditions Surveys
Premium, Evening, Weekend or Holiday Work
Private Utility Markout
Probing Wire Test
Relocation/Removal of Utility Poles/Overhead Wires
Removal & Replacement of Unsuitable Soils
Removal, Replacement, Repair And/Or Relocation To Existing Irrigation
Removal, Replacement, Repair And/Or Relocation To Existing Utilities Not Specifically Listed In This Proposal
Retaining Wall Global Stability Analysis And Wall Construction Conformance Letter
Rock Excavation
Sales Tax
Sheeting/Shoring
Snow Removal
Soil Remediation
Soils Testing
Stone Under Slab
Storm Drainage
Street Sweeping
Subgrade Stabilization
Supplemental Soil Investigation
Temporary Construction Fence
Temporary Facilities
Temporary Utilities
Termite Control Treatment
Unclassified Excavation
Underlab Trenching
UST/AST Removals
Utility Services To Bldg Interior - All Terminate 5' Outside Bldg
Vibration Or Settlement Monitoring
Water Meter, Vault and Backflow Preventer
Water Services To Bldg Interior
Weather Delays
Winter Protection

ISSUED DRAWING & SPECIFICATION LIST

1 COVER Dated 11/4/24 Last Revised 06/16/25

2 LEGEND & GENERAL NOTES Dated 11/4/24 Last Revised 06/16/25

3 EXISTING CONDITIONS AND DEMOLITION PLANS Dated 11/4/24 Last Revised 06/16/25

4 EXISTING CONDITIONS AND DEMOLITION PLANS Dated 11/4/24 Last Revised 06/16/25

5 CONSTRUCTION PLANS Dated 11/4/24 Last Revised 06/16/25

6 CONSTRUCTION PLANS Dated 11/4/24 Last Revised 06/16/25

7 SOIL EROSION DETAILS Dated 11/4/24 Last Revised 06/16/25

8 SOIL EROSION DETAILS Dated 11/4/24 Last Revised 06/16/25

9 CONSTRUCTION DETAILS Dated 11/4/24 Last Revised 06/16/25

PROJECT MANUAL Dated 06/16/25

Subsurface Exploration And Geotechnical Report By GENTECH Dated 09/24/24

Addendum No. 1 Dated 07/2/25

Addendum No. 2 Dated 07/8/25

NO RFYS HAVE BEEN RECEIVED

BY ENGINEER

T & M Associates

11 Tindall Road

Middletown, NJ 07748

Tel: 732-671-8400 Fax: 732-671-7365

Annese Mechanical Inc.

Plumbing License Number 7079

1745 Lakewood Road – Suite 3

Toms River, NJ 08755

Phone: 732-363-7750 Fax: 732-363-7755

March 26, 2026

Catel, Inc.
PO Box 1383
Belmar, NJ 07719
Reference: Asbury Park Restrooms

CO #4 – Install 3" Water Meter at 1st Ave & 4th Ave.

Material

1st Ave.

1 - 3" Duction Iron Flange 90	\$265.00
2 - 3" Pro Press Flange @ \$298.00 each	596.00
24 - 5/8" Bolts & Nuts @ \$1.40 each	33.60
4 - 2-12" Pro Press 90 @ \$139.96 each	559.84
1 - 3" Flange Gate Valve	495.00
10' - 2-1/2" L Copper @ \$49.50 ft.	495.00
4 - 2-1/2" Pipe Stand @ \$65.00 each	260.00

4th Ave.

1 - 3" Duction Iron Flange 90	\$265.00
2 - 3" Pro Press Flange @ \$298.00 each	596.00
24 - 5/8" Bolts & Nuts @ \$1.40 each	33.60
4 - 2-12" Pro Press 90 @ \$139.96 each	559.84
1 - 3" Flange Gate Valve	495.00
10' - 2-1/2" L Copper @ \$49.50 ft.	495.00
4 - 2-1/2" Pipe Stand @ \$65.00 each	260.00

Labor

1st Ave.

1 - Foreman - 8 hours @ \$138.55 per hour	1,108.40
1 - 3 rd yr. Apprentice 8 hours @ \$84.10 per hour	672.80

4th Ave.

1 - Foreman - 8 hours @ \$138.55 per hour	1,108.40
1 - 3 rd yr. Apprentice 8 hours @ \$84.10 per hour	672.80

Subtotal	<u>\$8,971.28</u>
Profit and Overhead @ 15%	<u>\$1,345.70</u>
Total Amount Due	\$10,316.98

No work will be performed without a signed change order authorizing work to proceed.

All other work to be performed by others.

Annese Mechanical reserves his right for additional time, extended duration or impact costs related to this change, inspections, etc.

The above is understood and agreed to by:

Mr. Frank Annese
Annese Mechanical Inc.

Dan Pires
Catel, Inc.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 22, 2026
RESOLUTION SUMMARY

2026-190

Fifth Amendment of the Subsequent Developer Agreement with Asbury Partners, LLC, as Master Developer, and Somerset Asbury Park Urban Renewal, LLC, as Subsequent Developer, in Connection with the Redevelopment of that Certain Real Property Located at Block 4105, Lot 1.01 (1209 Ocean Avenue, 100 Fifth Avenue, and 115 Fourth Avenue) in the City of Asbury Park (Formerly Block 4105, Lots 1, 2 and a Portion of 3)



RESOLUTION - 2026-190

**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 FIFTH AMENDMENT OF THE SUBSEQUENT DEVELOPER AGREEMENT WITH ASBURY PARTNERS, LLC, AS MASTER DEVELOPER, AND SOMERSET ASBURY PARK URBAN RENEWAL, LLC, AS SUBSEQUENT DEVELOPER, IN CONNECTION WITH THE REDEVELOPMENT OF THAT CERTAIN REAL PROPERTY LOCATED AT BLOCK 4105, LOT 1.01 (1209 OCEAN AVENUE, 100 FIFTH AVENUE 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, 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 property currently identified as Block 4105, Lot 1.01 (formerly Block 4105, Lots 1, 2 and a portion of 3) (“**Project Site**”); and

WHEREAS, the SDA was amended by that certain First Amendment to Subsequent Developer Agreement, dated November 15, 2023 (the “**First Amendment**”), and that certain Second Amendment to Subsequent Developer Agreement, dated September 11, 2024 (the “**Second Amendment**”), and that certain Third Amendment to Subsequent Developer Agreement, dated May 5, 2025 (the “**Third Amendment**”) and that certain Fourth Amendment of the Subsequent Developer Agreement, dated August 28, 2025 (the “**Fourth Amendment**”, and together with the original SDA, as amended, the “**SDA**”); and

WHEREAS, the Entity has requested that the City grant certain concessions in order to accommodate its construction logistics plans, including the Entity’s occupancy of certain parking spaces within the rights of way around the perimeter of and adjacent to the Project Site (between May 4 and September 30, 2026 and between May 1 and September 30, 2027) and the closure of certain streets for periods of time in order to allow for the delivery and erection of a tower crane and construction materials to the Project Site, as well as the dismantling of the tower crane, among other things; and

WHEREAS, the City is willing to permit the Entity to utilize the parking spaces on certain conditions, including, *inter alia*, the full payment for same pursuant to the City’s Waterfront Metered Parking Rate; and

WHEREAS, the City is also willing to permit the Entity to conduct certain limited construction activities in connection with the Project on May 16, 2026 (Saturday) and May 17, 2026 (Sunday) from 8:00 am to 6:00 pm, in order to facilitate the delivery and/or erection of the crane, but only if and as may be needed, and the City intends that this Resolution of the City Council shall be deemed to supersede the City’s Municipal Code Section 3-9.4(e) (Nuisance Prohibitions) in this respect; and

WHEREAS, the Entity has agreed to refrain from undertaking construction activities during summer weekends and other such timeframes as set forth in the Amendment submitted herewith and further, the Entity shall provide the City with insurance coverage and enhanced indemnification in connection with the crane; and

WHEREAS, the Parties wish to further amend the SDA in order to permit the Entity’s requests pertaining to construction logistics, on the conditions stated therein, and to memorialize

same in a Fifth Amendment to the Subsequent Developer Agreement.

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 Fifth Amendment.** The Fifth Amendment of the Subsequent Developer Agreement in substantially the form attached hereto as Exhibit A is hereby approved.

Section 3. **Execution of the Fifth 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 Fifth Amendment, if any, as same is determined by the Authorized Officers in consultation with counsel to the City, to execute the Fifth 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 Fifth Amendment.** The Clerk of the City is hereby authorized and directed, upon the execution of the Fifth 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 Fifth Amendment.** Upon the execution and attestation and placing of the seal on the Fifth 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 Fifth 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 Fifth 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.

Section 7. **Municipal Code Sec. 3-9.4(e).** This Resolution shall supersede Section 3-9.4(e) (Nuisance Prohibitions) in order to permit the Entity to undertake certain limited construction activities on Sunday, May 17, 2026 from 8:00 am to 6:00 pm, if needed and as further set forth in the Fifth Amendment.

Exhibit A (to the Resolution)

Form of Fifth Amendment of the Subsequent Developer Agreement w/ Exhibits

I, ANTHONY CUCCI, 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. 2026-___ which was finally adopted by the City Council at a meeting held on the ___ day of ____, 2026

CERTIFIED BY ME THIS __ DAY OF ____, 2026.

Anthony Cucci, City Clerk

ANTHONY CUCCI
CITY CLERK

FIFTH AMENDMENT TO SUBSEQUENT DEVELOPER AGREEMENT

THIS FIFTH AMENDMENT TO SUBSEQUENT DEVELOPER AGREEMENT (“**Fifth Amendment**”) made this _____ day of April, 2026 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

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

#12140938v2

#12148289v3

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 Tax Map of the City of Asbury Park as 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**”), that certain Second Amendment to Subsequent Developer Agreement, dated September 11, 2024 (the “**Second Amendment**”), that certain Third Amendment to Subsequent Developer Agreement, dated May 5, 2025 (the “**Third Amendment**”), and that certain Fourth Amendment to Subsequent Developer Agreement, dated August 28, 2025 (the “**Fourth Amendment**” together with the Original SDA, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment, collectively the “**SDA**”); and

WHEREAS, the Parties acknowledge that a Building Permit was issued by the City to the Entity on June 25, 2025 and that the Commencement of Construction has occurred for the Project under the SDA; and

WHEREAS, Section 4.04(c) of the SDA and Exhibit G (Part 1) and (Part 2) attached thereto impose restrictions on (i) the Entity’s occupation of public parking spaces and the carriage of City rights-of-way between May 1 and September 30, and (ii) the occupation of the carriageway, at any time of year, for more than one (1) week per month; and

WHEREAS, however, due to construction logistics, including the required use of a tower crane (“Crane”) and other large-scale construction equipment, such restrictions are not feasible for continued construction and the Entity has requested that the City permit it to occupy certain parking spaces within the rights of way around the perimeter of and adjacent to the Project Site; and

WHEREAS, the Entity has further advised the City that certain street closures will be necessary in order to erect the Crane, deliver pools to the Project Site, and ultimately dismantle the Crane; and

WHEREAS, the City has agreed to accommodate the Entity’s requests for revised construction logistics, as needed, in order to permit the uninterrupted construction of the Project, subject to the terms and conditions set forth herein, including the payment by Redeveloper of a parking fee for any public parking spaces that are rendered unavailable as a result of Redeveloper’s construction activities.

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 Fifth 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 Fifth 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:

I.A. Section 4.04(c) of the SDA and Exhibit G-1 and Exhibit G-2 are deleted in their entirety and replaced with the following:

Section 4.04(c) Construction Logistics and Mitigation.

(i) The Entity shall construct the Project in accordance with the following: Lido Site Logistics Plan dated March 24, 2026 attached hereto as Exhibit G-1 (“**Crane Plan**”); Sordoni Logistical Plan as revised March 24, 2026 attached hereto as Exhibit G-2; Soco Construction Logistical Narrative amended March 24, 2026 attached hereto as Exhibit G-3; and Lido Typical Truck Route attached hereto as Exhibit G-4. The Entity acknowledges and agrees that the Crane to be used in connection with the Project shall be programmed and operated in strict accordance with all applicable laws and the following specific requirements, for public safety reasons: (A) the Crane hook block and any loads shall not enter the “green zone”, as such zone is depicted on the Crane Plan; (B) the Crane shall be programmed so that the hook block and any load cannot swing over the Wonder Bar (the “green zone” and the “Wonder Bar” structure shall be collectively referred to as the “**No Load or Hook Block Fly Zone**”) at any time and further, when the unloaded hook is anticipated to swing over the Wonder Bar, the hook shall be retracted; and (C) when the Crane is not in active use, the hook block shall be retracted to within fifteen (15) feet of the main tower so that it will not be positioned over the Wonder Bar or any adjacent structure during weathervaning. In the event that any Exhibit to the SDA conflicts with this language in this Section 4.04(c), including as it pertains to the Crane, the text of this Section 4.04(c) shall control.

(ii) Use of Public Parking Spaces in 2026 and 2027. Notwithstanding anything to the contrary contained in this Agreement, during the period from May 4, 2026 through September 30, 2026 (the “**2026 Parking Period**”) (i.e. 150 days), the Entity shall be permitted to occupy certain public parking spaces, as they are identified herein and the carriage of City rights-of-way in connection with construction activities, including for the erection of fencing poles, as necessary for construction of the Project, without limitation as to the number of weeks per month that any carriageway may be occupied, subject to compliance with applicable City ordinances and as set forth herein. The same permission to occupy said parking spaces shall apply in 2027 during the period from May 1, 2027 through September 30, 2027 (i.e. 153 days) (the “**2027 Parking Period**”). The Entity hereby confirms that the parking spaces identified in this Section 4.04(c)(ii) (collectively, the “**Designated Spaces**”) — being a total of up to thirty-seven (37) public parking spaces (fourteen (14) along the south side of Fifth Avenue and twenty-three (23) along the north side of Fourth Avenue, adjacent to the Project Site), as same are depicted in Exhibit G-2 — constitute all of the public parking spaces that the Entity anticipates requiring in connection with the construction of the Project. The Entity represents and agrees that no additional public parking spaces beyond the Designated Spaces, as shown on Exhibit G-2, will be needed or utilized in connection with the Project without the prior written consent of the City and the execution of a

further amendment to the SDA addressing the terms of such additional use, including the applicable Parking Fee. The Entity shall be responsible for closing off and providing any appropriate signage indicating the closure of the Designated Spaces, and same shall be subject to City inspection and approval.

(iii) Payment of Parking Fee. For 2026, the Entity shall pay to the City a parking fee for the advanced reservation of all thirty-seven (37) Designated Spaces during the 2026 Parking Period in the total lump sum amount of \$288,558.00, regardless of whether the Entity actually utilizes all thirty-seven (37) Designated Spaces. The Entity acknowledges that payment of the total Parking Fee for 2026 shall be made no later than April 27, 2026. The 2026 Parking Fees shall be paid to the City's Parking Utility with a copy to City Manager, Director of Planning and Redevelopment, and Director of Parking and Transportation.

The same provisions shall apply to the 2027 Parking Period, except that the total Parking Fee for all of the Designated Spaces during the 2027 Parking Period would be \$288,711.00, taking into consideration the three (3) additional days included in the 2027 Parking Period. However, during the 2027 Parking Period, the Entity shall be required to pay a Parking Fee only for the specific Designated Spaces it shall require (or continue to require, as the case may be), per advanced written notice to the City which shall be provided no later than April 1, 2027, at the applicable Waterfront Metered Parking Rate of \$3.00/hr for seventeen (17) hours/day (i.e. \$51.00/day). The notice, which shall (also) be delivered to the City Manager, Director of Planning and Redevelopment, and Director of Parking and Transportation, shall include at least the following information: identification of the parking spaces it intends to utilize (or continue to utilize, as the case may be), the commencement date for said use if such parking spaces are not already being utilized by the Entity at that time, and the anticipated date the Entity estimates it will release such parking spaces. Payment of the Parking Fee shall be made no later than April 21, 2027.

Parking Fees for the use of any parking spaces within the City's right of way, including the Designated Spaces referenced above, outside of the 2026 Parking Period (i.e. prior to May 4, 2026 and after September 30, 2026) or outside of the 2027 Parking Period (i.e. prior to May 1, 2027 and after September 30, 2027), as applicable, shall be in accordance with the City's per diem parking fee (currently, \$30.00 per day), as set forth in City Code Section 7-42.2 (Ordinance No. 2017-14).

(iv) Release of Parking Spaces. The Entity shall promptly vacate all public parking spaces adjacent to the Project Site as and if the Entity's occupancy of them is no longer reasonably necessary for the construction of the Project. Upon release of any Designated Spaces during the 2026 Parking Period and in the 2027 Parking Period, as applicable, the City's Construction Official may inspect such Designated Spaces in order to confirm they may be utilized by the public thereafter.

(v) Prohibition on Construction Activities. Except as expressly stated otherwise in Section 4.04 (c)(ix)(a) a. with regard to May 16, 2026 through May 17, 2026, the Entity shall not undertake or permit to be undertaken any construction activities whatsoever, on or near the Project Site, at any time during the following periods:

In 2026: (a) Saturdays or Sundays or any Federal Holidays or City Holidays, including those that fall on weekdays, from May 1, 2026 through September 30, 2026; (b) July 3, 2026, in deference to the 4th of July festivities; and (c) September 17, 2026 through September 21, 2026, in deference to the annual *Sea. Hear. Now.* music festival.

In 2027: the Entity agrees to abide by the same terms with regard to prohibition on construction activities (i.e. (a) Saturdays and Sundays, Federal Holidays or City Holidays, including those that fall on weekdays from May 1, 2027 through September 30, 2027; (b) the Friday before/during 4th of July festivities and during the entire day on which any July 4th Asbury Park fireworks display will be held; and (c) the Thursday through Monday during any *Sea. Hear. Now.* music festival.

Notwithstanding the foregoing prohibitions, the City's Construction Official, or such other City official as the City may designate, may, in the City's sole and absolute discretion, grant express prior written approval to perform specific construction activities during an otherwise prohibited period, solely in the event of an emergency that, in the reasonable professional judgment of the Entity's contractor, cannot be deferred without material risk of harm to public safety.

(vi) Failure to Comply. Any failure of the Entity to comply with its obligations under this Section 4.04(c), including any failure to pay the Parking Fee or any failure to adhere to the prohibition on construction activities as set forth herein shall be deemed a default of the SDA. Additionally or alternatively, in the City's discretion, the City expressly reserves the right to terminate this Fifth Amendment and any Parking Fee that shall have been paid prior to such termination shall not be required to be reimbursed by the City.

(vii) Truck Route. The Entity shall cause all construction-related truck traffic serving the Project to adhere to the Truck Route set forth in Exhibit G-4 and as described in the Logistical Narrative attached hereto as Exhibit G-3. Specifically, inbound trucks shall be limited to approaching the Project Site via Asbury Avenue, Main Street, or Deal Lake Drive, to Kingsley Street, to Fifth Avenue, to Ocean Avenue, and to Fourth Avenue. Outbound trucks departing Fourth Avenue shall exit via Kingsley Street to Asbury Avenue. No construction-related truck traffic shall use any routes other than those expressly set forth herein and in Exhibit G without the prior written approval of the City's Director of Parking and Transportation and any other City official as may be reasonably designated by the City.

(viii) Sidewalk Closures and Pedestrian Signage. The Entity shall implement the street and sidewalk closure plans as depicted in Exhibit G-2 and described in Exhibit G-3, and as further set forth herein. At Fourth Avenue and Fifth Avenue, fencing shall extend approximately twenty (20) feet parallel to the property lot lines into the right-of-way, encompassing the sidewalks and one row of parking, from Month 1 (January 2026) through Month 19 (July 2027), after which the fencing shall be pulled back to the curblin and shall not impact parking. At Ocean Avenue and Kingsley Street, fencing shall be located at the lot line and shall not impact parking or the sidewalk; a sidewalk shed shall be installed at these locations for pedestrian overhead protection for the duration of construction, through Month 23 (November 2027), at no cost to the City. At the Wonder Bar, fencing shall be installed along the property lot line along the two sides of the neighboring property for the duration of construction, through Month 23 (November 2027). Pedestrian signage shall be placed at the corners of Ocean Avenue and Fourth Avenue, and Ocean Avenue and Fifth

Avenue, to notify pedestrians of sidewalk closures, for the duration of construction. The timing and duration of any sidewalk closures are subject to construction scheduling, and the Entity shall promptly provide the City Manager, Director of Planning and Redevelopment, and Director of Parking and Transportation with advance written notice of all such closures as soon as such timing and duration for such closures are reasonably known to the Entity but in any event, not less than five (5) business days prior to the commencement of any such closure. Any such sidewalk closures shall comply with all applicable City ordinances and shall require City approval in accordance therewith.

(ix) Street Closure Coordination. The Entity shall coordinate all anticipated street closures with the City in advance and shall provide the Police Director, City Manager, Director of Planning and Redevelopment, and Director of Parking and Transportation with advance written notice of all such closures as soon as such timing and duration for such closures are reasonably known to the Entity, but in no event shall such notice be provided less than five (5) business days prior to the commencement of any such closure, unless an emergency condition makes such advance notice reasonably impossible given the circumstances. In the event of such an emergency, the Entity shall notify the referenced City Officials as promptly as possible. Notwithstanding anything herein, all street closures shall be subject to the prior approval of the City, which may be reasonably conditioned, and shall comply with all applicable City ordinances and any conditions or permitting requirements, as the case may be. The reopening of any street that has been closed in connection with the construction of the Project shall be accomplished as quickly as possible, and in accordance with the terms herein.

Without limiting the foregoing, the Parties acknowledge the following anticipated street closures in connection with the Project:

- (a) Crane Erection. The Entity estimates that the Crane will arrive on or about May 11, 2026. The Crane shall be delivered to the Project Site prior to May 15, 2026. Notwithstanding the foregoing, in the event that wind conditions or other adverse weather conditions render Crane delivery or assembly unsafe or in violation of applicable safety protocols prior to May 15th, the Entity may extend the street closure solely for the duration of such unsafe conditions but not later than May 20, 2026 (the Wednesday before Memorial Day) except in the event of emergency circumstances beyond the control of the Entity and in such circumstances, the Entity shall not be deemed to be in breach of this provision. In connection with the erection of the Crane, the entire north portion/westbound drive lane and parking on Fourth Avenue will be required to be closed for a period of approximately three (3) days. The Entity shall coordinate the precise dates of such closure with the City and shall provide advance written notice thereof in accordance with this Section 4.04(c)(ix) (i.e. no less than five (5) business days prior to the commencement of any such closure). The Entity shall promptly advise the City in writing of any wind conditions or other adverse weather conditions or emergency circumstances rendering the Crane delivery or assembly unsafe or in violation of applicable safety protocols hereunder.

a. Permitted Construction Activities. Due to Project scheduling and time constraints, the City agrees to permit the Entity to conduct certain limited construction activities in connection with the Project on May 16, 2026 (Saturday) and May 17, 2026 (Sunday), from 8:00 am to 6:00 pm, in order to facilitate the delivery and/or erection of the Crane, but only if and as may be needed. The Parties acknowledge the City's intent that by Resolution of the City Council authorizing the execution of this Amendment, the City's Municipal Code Section 3-9.4(e) (Nuisance Prohibitions) prohibiting construction activities on Sundays will be deemed superseded.

(b) Crane Dismantling. The Entity anticipates that the Crane will be dismantled in the first quarter of 2027. The Crane shall be dismantled prior to May 15, 2027 but in any event, the street shall be fully reopened no later than May 20, 2027. In connection with such dismantling, the entire north portion/westbound drive lane and parking on Fourth Avenue will be required to be closed for a period of approximately three (3) days. The Entity shall coordinate the precise dates of such closure with the City and shall provide advance written notice thereof in accordance with this Section 4.04(c)(ix) (i.e. no less than five (5) business days prior to the commencement of any such closure).

(c) Pool Delivery. In connection with the delivery of pool equipment and materials to the Project Site, a street closure is anticipated for a period of approximately one (1) week. The Entity anticipates that the pools will be delivered in the second quarter of 2027 and before the Friday before Memorial Day 2027. The Entity shall coordinate the precise dates of any street closure with the City and shall provide advance written notice thereof in accordance with this Section 4.04(c)(ix) (i.e. no less than five (5) business days prior to the commencement of any such closure). Under no circumstances shall any portion of any street within the City be closed in connection with the pool delivery or delivery of other materials or the performance of any construction activities hereunder between the Friday before Memorial Day and the Friday before Labor Day.

(x) Cooperation and Access. The Entity shall cooperate with the City in connection with the implementation of the Construction Logistics described herein. The Entity shall provide the City's Construction Official and any other City official so designated by the Mayor reasonable access to the Project Site on notice to be provided to the Entity, in order for the Crane to be inspected and overall compliance with this Amendment to be assessed.

(xi) Insurance. The Entity represents that its insurance program for the Project is structured as an Owner Controlled Insurance Program ("**OCIP**"), a single master liability policy covering the Entity, the General Contractor, and all enrolled subcontractors and contractors, including the Crane contractor and the Crane operator (collectively, the "**Crane Contractor**"), who shall be a qualified and a certified operator, were applicable pursuant to Applicable Law. The OCIP shall name the City of Asbury Park, its elected and appointed officials, its employees and departments acting within the scope of their duties in connection with the Project, and its authorized volunteers performing services in connection with or related to the Project (collectively, the "**City Additional Insureds**") as "Additional Insureds" on the OCIP. The OCIP shall include Primary/Non-Contributory and Waiver of subrogation in favor of the City Additional Insureds.

Evidence of all insurance required hereunder, including a full and complete copy of the OCIP, shall be promptly provided to City Manager prior to the commencement of the Construction Logistics Activities as defined below and as contemplated by this Fifth Amendment. Additionally, to the extent the following coverages are not provided under the OCIP, the Entity shall require its contractors and subcontractors engaged in connection with the Project to procure and maintain, at no cost to the City, insurance coverage in the following minimum amounts:

COMMERCIAL GENERAL LIABILITY: Minimum policy limits of \$1,000,000.00 Combined Single limit on the Occurrence Form. The policy shall be written on the comprehensive form including products/completed operations and protect against claims for all damages arising from bodily injury, property damage, personal injury and advertising injury including death. Coverage must include Explosion, Collapse and Underground coverage (XCU).

COMPREHENSIVE AUTOMOBILE LIABILITY: Minimum policy limits of \$1,000,000.00 per Accident Combined Single Limit. The policy shall cover the use of all owned, non-owned, hired or leased automobiles for bodily injury and property damage and shall include uninsured and underinsured motorist at limits no less than \$1,000,000.

WORKER COMPENSATION/EMPLOYERS LIABILITY: Minimum policy limits for Workers Compensation as statutorily required in New Jersey and all states where work is to be performed. Minimum policy limits for Employers Liability: \$1,000,000.00 each accident; \$1,000,000.00 each employee; \$1,000,000.00 policy limit.

UMBRELLA/EXCESS LIABILITY: Minimum policy limits of \$5,000,000.00 per Occurrence. The coverage to apply in excess of Commercial General Liability, Automobile Liability and Employers Liability. No such Umbrella Insurance policy may be more restrictive than the coverage provided for under the above-described primary policies.

The City Additional Insureds shall be named as Additional Insureds on the Commercial General Liability, Auto, and Umbrella/Excess liability policies.

(xii) **Indemnification.** In addition to, and without limiting or modifying, the indemnification obligations set forth in Section 9.10 of the SDA (which shall remain in full force and effect), the Entity hereby expressly agrees to indemnify, defend, and hold harmless the City Additional Insureds (collectively, the “**Indemnified Parties**”) from and against any third-party claims, liabilities, losses, costs, damages, and expenses (including reasonable attorney’s fees) for bodily injury, death, or property damage, to the extent arising out of the negligent acts or omissions or willful misconduct of the Entity, the General Contractor, the Crane Contractor, or their respective contractors, subcontractors, agents, or employees in connection with the Crane delivery, Crane erection, Crane operations, Crane dismantling, or street or sidewalk closure activities contemplated by this Fifth Amendment (collectively, the “**Construction Logistics Activities**”). The foregoing indemnification shall not apply to, and the Entity shall have no obligation to indemnify any Indemnified Party against, any claim, liability, loss, cost, damage, or expense to the extent arising out of the sole negligence or willful misconduct of such Indemnified Party. The Entity’s obligations under this Section 4.04(c)(xii) shall survive the completion of the Construction Logistics Activities for the period of the applicable statute of limitations under New Jersey law.

SECTION III. Miscellaneous. This Fifth Amendment shall be implemented as follows:

A. Entire Agreement. The SDA, as amended by this Fifth 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. The SDA shall remain in effect without modification, except as expressly provided in this Fifth Amendment.

B. Signatures/Execution. This Fifth Amendment may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed this Fifth 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: _____



ORDINANCE - 2026-9

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

BOND ORDINANCE PROVIDING FOR ROADWAY IMPROVEMENTS TO LANGFORD STREET, APPROPRIATING \$1,500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,010,474 BONDS AND NOTES TO FINANCE A PORTION OF THE COSTS THEREOF, AUTHORIZED IN AND BY THE CITY OF ASBURY, IN THE COUNTY OF MONMOUTH, NEW JERSEY

BE IT ORDAINED by the CITY COUNCIL OF THE CITY OF ASBURY, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The improvements described in Section 3 of this bond ordinance are hereby authorized as general improvements to be undertaken in and by the City of Asbury, in the County of Monmouth, New Jersey (the "City"). For the improvements or purposes described in Section 3, there is hereby appropriated the sum of \$1,500,000, said sum being inclusive of all appropriations heretofore made therefor, including \$489,526 grant funds expected to be received from the New Jersey Department of Transportation (NJDOT) Fiscal Year 2025 Municipal Aid Grant Program. No down payment is required or appropriated herein, in accordance with N.J.S.A. 40A:2-11c of the Local Bond Law.

Section 2. In order to finance the costs of said improvements or purposes not provided for by the application of a down payment, negotiable bonds are hereby authorized to be issued in the principal amount not to exceed \$1,010,474, pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvements hereby authorized and the purposes for which the obligations are to be issued consist of roadway improvements to Langford Street in the City, including, but not limited to roadway pavement resurfacing, partial pavement base reconstruction, curbs and sidewalks where required, handicap ramps, and storm drainage improvements, together with all purposes necessary, incidental or appurtenant thereto, all as shown on and in accordance with contracts, plans, specifications or requisitions therefor on file with or through the City Clerk, as finally approved by the governing body of the City.

(b) The estimated maximum amount of bonds or notes to be issued for the improvements or purposes described in Section 3(a) hereof is \$1,010,474, as stated in Section 2 hereof.

(c) The estimated cost of the improvements or purposes described in Section 3(a) hereof is \$1,500,000, which is equal to the amount of the appropriation herein made therefor. The excess of the appropriation of \$1,500,000 over the estimated maximum amount of bonds or notes to be issued therefor being the \$489,526 grant received from the NJDOT as part of the Fiscal Year 2025 Municipal Aid Grant Program and for said project.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer of the City (the "Chief Financial Officer"), provided that no note shall mature later than one (1) year from its date. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer, who shall determine all matters in connection with notes issued pursuant to this ordinance, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such determinations. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of such notes occurs, such report shall include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not a current expense and are improvements or purposes that the City may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of the improvements or purposes, within the limitations of the Local Bond Law and taking into consideration the amount of the obligations authorized for said purposes, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is twenty (20) years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the City Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such Statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$1,010,474 and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$250,000 for interest on said

obligations, costs of issuing said obligations, engineering costs, legal fees and other items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included as part of the cost of said improvements and is included in the estimated cost indicated herein for said improvements.

(e) To the extent that moneys of the City are used to finance, on an interim basis, costs of said improvements or purposes, the City reasonably expects such costs to be paid or reimbursed with the proceeds of obligations issued pursuant hereto. This ordinance shall constitute a declaration of official intent for the purposes and within the meaning of Section 1.150-2(e) of the United States Treasury Regulations.

Section 6. The capital budget of the City is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the City Clerk and is available there for public inspection.

Section 7. Any grant or similar moneys from time to time received by the City for the improvements or purposes described in Section 3 hereof, shall be applied either to direct payment of the cost of the improvements within the appropriation herein authorized or to payment of the obligations issued pursuant to this ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are received and so used.

Section 8. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the City, and, unless paid from other sources, the City shall be obligated to levy ad valorem taxes upon all the taxable property within the City for the payment of the obligations and the interest thereon without limitation as to rate or amount.

Section 9. This bond ordinance shall take effect twenty (20) days after the first dissemination thereof through the municipality’s website after final adoption, as provided by the Local Bond Law.

I, ANTHONY CUCCI, 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. 2026-__ which was finally adopted by the City Council at a meeting held on the __ day of __, 2026

CERTIFIED BY ME THIS __ DAY OF __, 2026.

Anthony Cucci, City Clerk

ANTHONY CUCCI
CITY CLERK