



Agenda
Meeting of the Municipal Council
Wednesday, January 22, 2020
WORK SESSION 6:00 PM

Clerk to Call Meeting to Order

Silent Prayer/Moment of Reflection.

Salute to the Flag

Announcement by the City Clerk

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 7, 2020, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Items for Review:

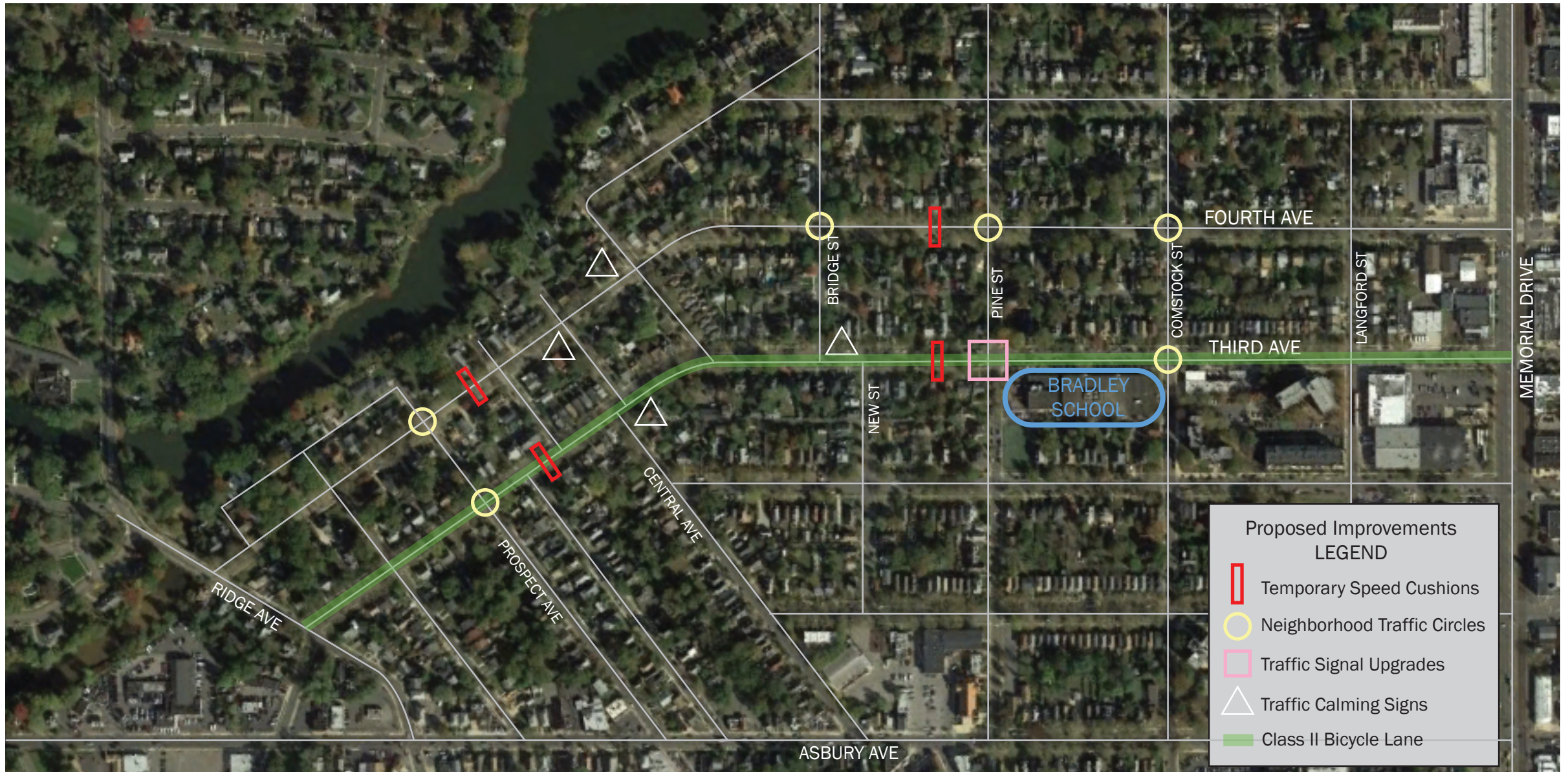
- A. City Manager's Report on Issues Raised at Prior Council Meeting(s)
 - 1. Tyron Vinson-2nd Place Winner of the NJIIF Annual Snow Plow Rodeo
- B. Special Event Applications
- C. Items to be presented by: Michael Manzella, Director of Transportation
 - 1. Traffic Calming on Third and Fourth Avenues
 - 2. Asbury Avenue Bike Lane Pilot
- D. Review of Agenda Items for January 22, 2020 Regular Meeting
- E. Matters from City Council
- F. Matters from City Manager
- G. Matters from City Attorney
- H. Regular Meeting begins at 7 p.m.

Safe Routes to School Grant Application

Traffic Calming, Bike and Pedestrian Safety Upgrades

Proposed Improvements

CITY OF ASBURY PARK





Modular Rubber Product Actualities

Traffic Logix rubber traffic calming devices have several advantages over competition which is usually asphalt or concrete humps. Asphalt speed cushions or speed tables are extremely rare.

Traffic Logix Rubber

- Will not fade or crack
- Will maintain consistent profile
- Same profile at every location
- No heavy equipment needed for installation
- Lane closure during installation
- Drivable immediately after installation
- Highly visible embedded reflective markings
- Can be removed, stored and relocated

Asphalt

- Will fade or crack over time
- Will compress with repetitive impact
- Uneven profile at every location
- Heavy equipment definitely required for installation
- Street closure during installation
- Drivable after 2 - 3 days of cure time
- Markings need repainting after a few years
- Must be destroyed for street repairs

The Traffic Logix rubber traffic calming devices such as our speed cushions, speed humps and speed tables all have designed speeds. These design speeds vary depending upon the overall length as one would drive over them. This designed speed is based twofold in slowing vehicles to safer speeds.

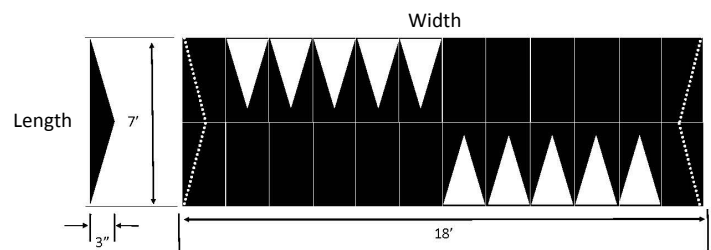
One, to provide a manageable and comfortable ride and two, provide a safe handling speed within a + 5mph of the designed speed. At a +10mph over the designed speed, the driver still has vehicle control, but odds increase that low laying vehicles may bottom out and surely the ride would then become more uncomfortable, but not dangerous.

Designed Speeds

- 10 - 15 mph
- 15 - 20 mph
- 20 - 25 mph
- 25 - 30 mph
- 30 - 35 mph

Speed Cushions, Speed Humps, or Speed Tables

- 7 feet long
- 10.5 feet long
- 14 feet long
- 17.5 feet long
- 21 feet long



Speed Cushions



Gaps Between
Great for Fire Truck Passage

Speed Hump



Solid Across Roadway

Speed Table



Solid Across Roadway

CUSHIONS

User: MGREGORY@TRAFFICLOGIX.COM

Solution name: CUSHIONS

Address:

City: ASBURY PARK

State: NJ

Zip:

Country:

Street width(ft): 40

Number of lanes: 2

Status: Draft

Solution type: Speed Cushion

Number of cushions: 5

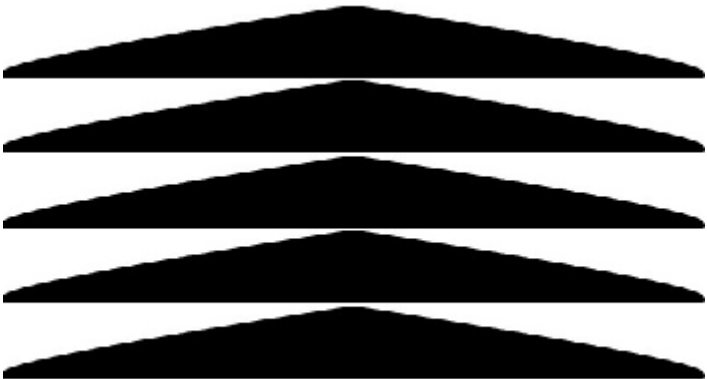
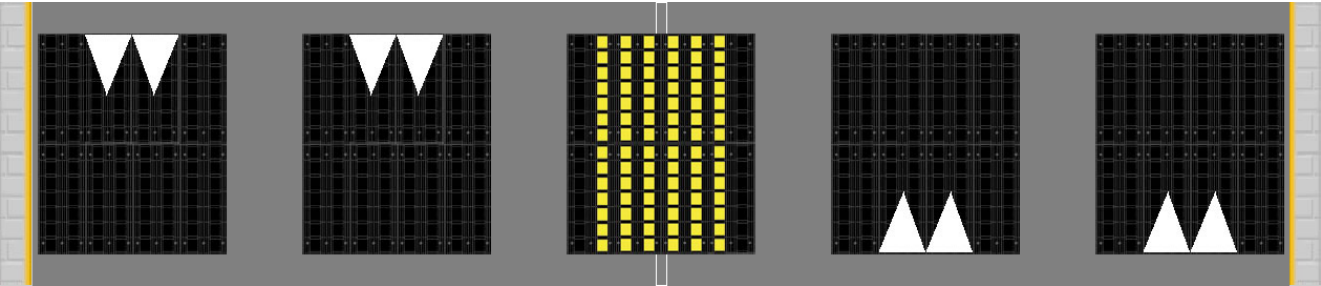
Same width: YES

Cushion width(ft): 6

Cushion length(ft): 7

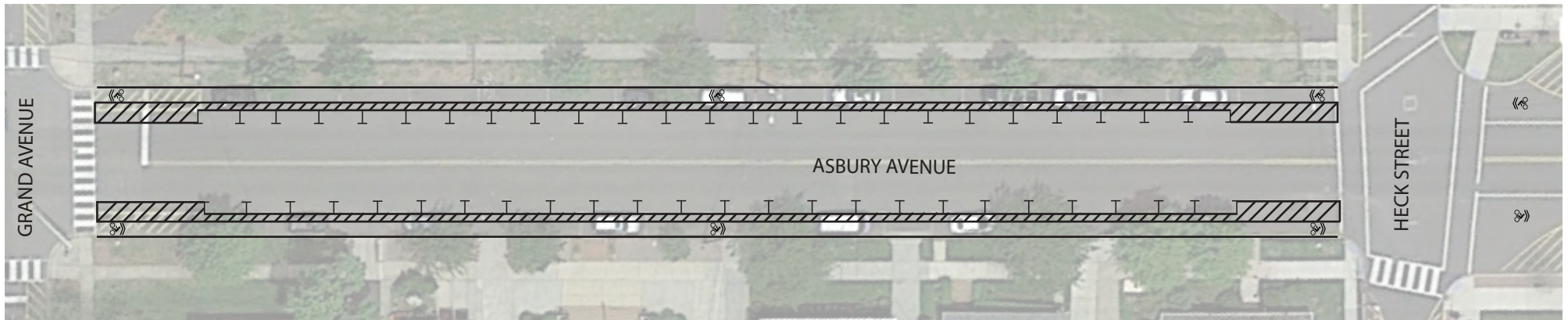
FINAL CONFIGURATION

# Units	Product #	Length(in)	Width(in)	Height(in)	Weight(lb.)
8.8	MSH03-B	42	18	0 - 3	50
8	LSH03-B	42	18	0 - 3	48
8	RSH03-B	42	18	0 - 3	48
4	MSH03	42	18	0 - 3	50
2	LSH03	42	18	0 - 3	48
2	RSH03	42	18	0 - 3	48
7.2	MSH03-A	42	18	0 - 3	50



Attachment: AP NJ CUSHIONS (2020-2 : Traffic Calming on Third and Fourth Avenues)

ASBURY AVENUE STRIPING



No Parking Zones (typ.) - white hatching, 8' wide
25' from crosswalks and/or STOP signs (except adjacent to school - 50')

White parking space striping and driveway radii

January 15, 2020



Agenda
Meeting of the Municipal Council
Wednesday, January 22, 2020
REGULAR MEETING 7:00 PM

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

2020-63 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. Amendments to Waterfront Redevelopment Agreement (WRA) and Infrastructure Component Agreement-ISTar

B. Potential Litigation

1. U.S. Department of Housing and Urban Development/APHA-101 Memorial Drive -Property transfer

C. Attorney Client Privilege

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

III. Regular Meeting - 7:00 p.m.

B. Silent Prayer/Moment of Reflection

C. Salute to the Flag

D. 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 7, 2020, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

E. Public Participation

F. Minutes

- Executive Session Minutes of Dec..18.2019
- Municipal Council - Work Session - Dec 18, 2019 6:00 PM

- Municipal Council - Regular Meeting - Dec 18, 2019 7:00 PM
- Municipal Council - Organizational Meeting - Jan 6, 2020 6:00 PM

G. 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.

2020-64 Resolution Approving Special Event Applications

2020-65 Rejecting Bids for Traffic Striping

H. Individual Resolutions

2020-66 Resolution Approving Payment of Bills

2020-67 Resolution of The City of Asbury Park To Enter Into An Escrow Agreement With Sackman Enterprises of NJ, LLC for 574 Cookman Avenue (Block 3105, Lot 6), 605 Mattison Avenue (Block 2509, Lot 3, and 710 Mattison Avenue (Block 2402, Lot 3)

2020-68 Resolution Authorizing the Purchase of Parking Pay Stations

2020-69 Resolution Authorizing the Purchase of a Microsoft Exchange Server

2020-70 Authorizing the purchase of a John Deere Gator and Breathing Air Packs for Fire Department

2020-71 Appointing Redevelopment Counsel Archer Greiner and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

2020-72 Resolution Pursuant to N.J.S.A. 40:48-1 Authorizing the City Engineer to Perform Services as Designee to The City Manager for Review of Development Permits in Any Area of Special Flood Hazard

2020-73 Resolution Appointing Alternate City Prosecutor

2020-74 Resolution Authorizing the Award of a Contract to The Firm of Suburban Consulting Engineers, Inc. To Perform Professional Engineering Services Relating to Springwood Park.

2020-75 Resolution Authorizing the Award of a Contract to the Firm of Otteau Group to Perform Professional Appraisal Services Relating to The Area Known As "Bradley Cove"

2020-76 Resolution Authorizing the Award of a Contract to The Firm of Kyle + Mcmanus Associates, LLC To Perform Professional Affordable Housing Planning And/Or Consulting Services.

- 2020-77 Appointing T & M Associates to Serve as Municipal Engineer for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith
- 2020-78 Appointment to the Business Advisory Committee
- 2020-79 Resolution Authorizing Referral to The Planning Board of Various Affordable Housing Ordinances and Amendments to the Zoning Ordinance and the Main Street, Central Business District and Springwood Avenue Redevelopment Plans, which Are Designed to Effectuate the City's Adopted 2019 Third Round Housing Element And Fair Share Plan, Along With A Proposed Revised Official Zoning Map.

I. Ordinances

1. Introduction

- 2020-1 Authorizing the City of Asbury Park To Convey Easements To Permit Certain Limited Encroachments Into The Right-Of-Way Area (Including Air Space) including along Portions Of An Unnamed Alley, To Benefit The Property Located At 722-724 Cookman Avenue (Block 2405, Lot 1), Asbury Park, New Jersey.
- 2020-2 An Ordinance Establishing Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ

J. Adjournment

IV. Resolutions

**RESOLUTION NO. 2020-63****RESOLUTION AUTHORIZING A MEETING WHICH EXCLUDES THE PUBLIC**

BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that this body will hold a meeting on January 22, 2020 at 7:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Contract Negotiations:

1. Amendments to Waterfront Redevelopment Agreement (WRA) and Infrastructure Component Agreement-iStar Financial

B. Potential Litigation:

1. U.S. Department of Housing and Urban Development/APHA-101 Memorial Drive -Property Transfer

C. Attorney-Client Privilege:

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

MELODY HARTSGROVE
DEPUTY CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, December 18, 2019
WORK SESSION

Announcement by the City Clerk

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Melody Hartsgrove	Deputy City Clerk	Present	
Cindy Dye	City Clerk	Absent	
Donna Vieiro	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

Deputy City Clerk Melody Hartsgrove called the meeting to order at 6:00 PM.

City Manager's Report on Issues Raised at Prior Council Meeting(s)

City Manager Vieiro, responded to a question asked from a resident at the last Council Meeting regarding fifty million dollars from i-Star, i-Star is under a RAB program and can collect up to fifty million but they have only collected about three or four million to date.

Special Event Applications

Leesha Floyd, reviewed the special event applications with the Mayor and Council.

Items to be presented by:

None at this time.

Review of Agenda Items for December 18th ,Regular Meeting

City Manager Vieiro, reviewed the agenda for the Regular Council Meeting with the Mayor and Council.

Matters from City Council

Council Member Chapman wished everyone a Happy Holiday Season and thanked everyone for coming out throughout the year. The City's calendars have been mailed out. Beach bathing certificates are available in the Lobby of City Hall on Friday December 20th from 3-5 pm and Saturday from 10-1:00 Pm.

Minutes Acceptance: Minutes of Dec 18, 2019 6:00 PM (Minutes)

Council Member Clayton A winter Coat Drive is being held at City Hall on the second floor, donations can be dropped off until Friday January 3rd. The giveaway will be on January 11th from 9-noon at the Transportation Center. She wished everyone a Happy Holiday.

Council Member Kendle stated the Recreation Dance was a great success and thanked Leesha for all of her help. He wished everyone a Happy Holiday.

Deputy Mayor Quinn stated the City is offering free parking during the Holiday season on Saturdays from 9 am -6pm and free parking all day on December 25th and January 1st. Please be aware of the Holiday Trash schedule. She wanted to thank the staff Sue Chapman and Karen Murphy for the great job on the Kwanza Celebration. She wished everyone a Happy Holiday.

Mayor Moor wished everyone a Happy Holiday and thanked Kevin Keddy for his service as Deputy Assistant City Manger for the last four years. The Annual Senior Center Holiday party will be held on Friday.

Deputy Assistant City Manger Keddy thanked everyone for the last four years.

Matters from City Manager

City Manager Vieiro, stated none at this time.

Matters from City Attorney

City Manager Raffetto, stated none at this time.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk



Minutes
Meeting of the Municipal Council
Wednesday, December 18, 2019
REGULAR MEETING

Executive Session - 4:00 p.m.

2019-385 Resolution Authorizing a meeting which excludes the public

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Workshop Session - 6:00 p.m.

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Melody Hartsgrove	Deputy City Clerk	Present	
Cindy Dye	City Clerk	Absent	
Donna Vieiro	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

Deputy City Clerk Melody Hartsgrove called the meeting to order at 7:00 PM.

PUBLIC PARTICIPATION

A motion to open the meeting to the public was made by Deputy Mayor Quinn and seconded by Council member Chapman. All in favor meeting . The following members of the public spoke: Louise Murray, Tracy Rogers, Jan Sparrow , Rita Marano, Annette Harrell and Ernest Mignoli. A motion to close the meeting to the public was made by Mayor Moor and seconded by Deputy Mayor Quinn. All in favor meeting closed to public

MINUTES

Minutes Acceptance: Minutes of Dec 18, 2019 7:00 PM (Minutes)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

1. **Motion to:** 12.11.2019 Executive Session Minutes **Adopted**
2. Municipal Council - Work Session - Dec 11, 2019 6:00 PM **Accepted**
3. Municipal Council - Regular Meeting - Dec 11, 2019 7:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

2019-386 Resolution Approving Special Event Applications

2019-387 Resolution Rescinding A Professional Services Contract to Sobel for The Mayor's Charitable Foundation Tax Services

2019-388 Cancelling 2019 Sewer Operating Fund Budget Appropriations

INDIVIDUAL RESOLUTIONS

2019-389 Resolution Approving Payment of Bills

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

2019-390 Resolution Approving Entering into the Central Jersey Health Insurance Fund

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

2019-391 Resolution Authorizing Change Order Number 1 for the Deal Lake Drive Improvements Project

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

Minutes Acceptance: Minutes of Dec 18, 2019 7:00 PM (Minutes)

2019-392 Resolution Authorizing the Transfer of Appropriations in the Fiscal Year 2019 Budget

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

2019-393 Resolution Authorizing the Purchase of Supplies to Retrofit Secondary Clarifier at the Wastewater Treatment Plant

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-394 Authorizing T&M Associates to Perform Surveying Services

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

2019-395 Resolution granting an HMFA Tax Abatement and Declaration of Need to Holly House Preservation L.P. to rehabilitate 100 Drury Lane, Block 103, Lot 2

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-396 Resolution Authorizing the City to Execute an Agreement with The New Jersey Division of Local Government Services Relating to The Continuation of Limited State Financial Oversight for The Year 2020

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

ORDINANCES

Second Reading/Public Hearing

2019-47 An Ordinance Creating Within Chapter IV “General Licensing,” Section 4-27 “Film and Photography Permits” of The Code of The City of Asbury Park, New Jersey.

A motion to withdraw 2019-47 was made by Mayor Moor and seconded by Council member Clayton with all in favor Ordinance 2019-47 withdrawn.

RESULT:	WITHDRAWN
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ADJOURNMENT

The meeting was adjourned at 7:30 PM

Respectfully submitted by:

Melody Hartsgrove, Deputy City Clerk

Minutes Acceptance: Minutes of Dec 18, 2019 7:00 PM (Minutes)



Minutes
Meeting of the Municipal Council
Monday, January 6, 2020
ORGANIZATIONAL MEETING

Call to Order

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Melody Hartsgrove	Deputy City Clerk	Present	
Cindy Dye	City Clerk	Absent	
Donna Vieiro	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

Deputy City Clerk Melody Hartsgrove called the meeting to order at 6:00 PM.

Salute the Flag

Announcement by City Clerk

1. 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 Reorganization Meeting Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on December 20, 2019, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Nomination of Deputy Mayor

SWEARING IN OF DEPUTY MAYOR BY MUNICIPAL CLERK

A nomination was made by Mayor Moor and seconded by Council member Chapman . All in favor for the nomination of Amy Quinn for Deputy Mayor.

Resolutions

CONSENT AGENDA

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

- 2020-1 Appointment of Deputy Mayor
- 2020-2 Resolution Establishing Meeting Dates for 2020
- 2020-3 Resolution Designating the Official Newspapers for the City of Asbury Park for the Year 2020
- 2020-4 Resolution Appointing a Deputy City Clerk for the City of Asbury Park
- 2020-5 Resolution of Reappointment of JoAnn Boos to the Position of Chief Financial Officer
- 2020-6 Resolution of Reappointment of Tyrone A. Young to the Position of Tax Collector
- 2020-7 Resolution confirming the appointment of Deputy Tax Assessor
- 2020-8 Appointment of Recycling Coordinator
- 2020-9 Authorizing the City Clerk to Execute all Bingo and Raffle Games of Chance Applications that Meet all Provisions Pursuant to Statute for the 2020 Calendar Year
- 2020-10 Authorizing the City Clerk to Execute all of the City of Asbury Park Fire Department Member's Enrollment into NJ State Firemen's Association for the 2020 Calendar Year
- 2020-11 Appointing a Fund Commissioner and Alternate to the New Jersey Intergovernmental Insurance Fund
- 2020-12 Appointment of ADA Compliance Officer and Coordinator
- 2020-13 Designation of Public Agency Compliance Officer
- 2020-14 Resolution Authorizing City Manager to sign NJDEP Treatment Works Applications
- 2020-15 Designating the Appointment of a Records Custodian in The City of Asbury Park Police Department for The Purposes of Open Public Records and Litigation Matters
- 2020-16 A Resolution Authorizing the Tax Assessor to Act as Agent for the City of Asbury Park for the Purpose of Filing and Settling Tax Appeals on Behalf of the Taxing District for the Tax Year 2020
- 2020-17 Resolution to Authorize Year End Tax Sale 2020

Minutes Acceptance: Minutes of Jan 6, 2020 6:00 PM (Minutes)

- 2020-18 Resolution Providing for Fees for Tax Sale Certificate Redemption Calculations
- 2020-19 A Resolution Authorizing Tyrone A. Young, Tax Collector, to Complete Agreement for Service and Participate in Electronic Tax Sale Process 2020
- 2020-20 Resolution of the Mayor and Council of the City of Asbury Park Fixing the Rate of Interest to be Charged on Delinquent Taxes, Assessments and Sewer Accounts for 2020
- 2020-21 Resolution to Credit Sewer Account for Deduct Meter
- 2020-22 Resolution to Cancel Taxes on City Owned Properties
- 2020-23 Resolution Approving Tax Sale Costs 2020
- 2020-24 Resolution Establishing a Service Charge for Returned Checks or Written Instruments
- 2020-25 Resolution Authorizing Premium to Escheat to Municipality After Five Years

INDIVIDUAL RESOLUTIONS

- 2020-26 Resolution Providing for 2020 Temporary Budget Appropriations

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

- 2020-27 Resolution Adopting a Cash Management Plan for the City of Asbury Park

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

- 2020-28 Resolution of the Mayor and Council of the City of Asbury Park Designating the Depositories wherein all Public Monies and Other Funds of the Municipality Shall Be Kept

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

- 2020-29 Resolution Adopting a Debt Management and Capital Policy

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

2020-30 Appointing Frederick C. Raffetto, Esq., to Serve as Municipal Attorney for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

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

2020-31 Resolution Appointing Municipal Court Judge for a Three Year Term

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-32 Resolution Appointing City Public Defender

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-33 Resolution Appointing City Prosecutor

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

2020-34 Appointing Law Offices of Steven S. Glickman, LLC to Serve as Labor Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-35 Appointing Archer & Greiner, P.C., to Serve as Bond Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

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

- 2020-36 Appointing Harry Haushalter, Esquire, to Serve as Special Tax Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

- 2020-37 Appointing Wiss & Company, LLP to Serve as Auditor for the City, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

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

- 2020-38 Appointing Acacia Financial Group, Inc. To Serve as Financial Advisors for the City, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

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

- 2020-39 Appointing GJEM Insurance Agency, to Serve as an Insurance Brokerage/Consultant/Risk Manager, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

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

- 2020-40 Authorizing the Execution of an Agreement for Professional Appraisal Services to BRB Valuations Pamela J. Brodowski, MAI, ASA, CTA

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

- 2020-41 A Resolution Awarding Professional Services Contract for Grant Writing Services

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

- 2020-42 Appointing Various Firms to Provide Architectural Services for the City, and Authorizing the Execution of an Agreement for Professional Architectural Services Associated Therewith

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-43 Appointing Members to the Planning Board (Class III and IV)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Moor, Mayor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-44 Appointing Members to the Zoning Board of Adjustment

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

2020-45 Appointment to the Business Advisory Committee

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

2020-46 Resolution Approving Appointments to the Community Development Block Grant Committee

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-47 Authorizing Appointments to the “Asbury Park TV Committee”

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

2020-48 Authorizing Appointments to the “Deal Lake Commission”

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

2020-49 Authorizing Appointments to the Public Art Commission

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

2020-50 Resolution Approving Appointments to the Mayor's Wellness Committee

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-51 Authorizing Appointments to the “Environmental/Shade Tree Commission”

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-52 Resolution Approving Appointments to the City of Asbury Park Green Team

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-53 Resolution Authorizing Appointments to the “Sunset Lake Commission”

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

2020-54 Resolution Authorizing Appointments to the Parking Advisory Committee

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-55 Resolution Authorizing Appointments to “Code Enforcement/Quality of Life Committee”

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

2020-56 Resolution Authorizing the Transfer of Appropriation Reserves in the Fiscal Year 2019 Budget

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-57 Resolution Authorizing Cancellation and Refund of Tax Sale Certificate #19-00062 due to Tax Overbill Block 1004 Lot 2

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-58 Resolution Authorizing the Purchase of Radios for the Aerial Ladder Fire Truck

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-59 Resolution Approving an Agreement for Services Contract with ROK Industries, Inc. d/b/a NJTaxlieninvestor.com, for Internet-Based Electronic Tax Sale Processing for 2020

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

Resolution of Reappointment of Erick Aguiar to the Position of Tax Assessor and Establishment of Tenure

2020-60 A Resolution Awarding a Contract for U.S. Environmental Protection Agency Brownfields Community-Wide Hazardous Substances Assessment Grant and Community-Wide Petroleum Assessment Grant Services

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-61 Appointment to the Recreation Advisory Committee

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

2020-62 Appointing Redevelopment Counsel Maraziti Falcon and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

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

Announcement by Mayor Moor of Mayor's Appointment to the Library Board Committee

Mayor Moor announced that the following the following names as his appointment to the Library Board: Jennifer Souder and Jenn Sparrow with terms will expire that will expire on 12/31/2024

Announcement by Mayor Moor of Mayor's Appointment to the Position of Office of Emergency Management ("OEM") Director

Mayor Moor announced his appointment to the Office of Emergency Management is : Garrett M. Giberson.

Announcement of Mayor of Mayor's Appointment to the Planning Board

1. Class I Member (Mayor or Mayor's Designee - 1 Year Term)
Mayor John Moor is the Class 1 Member.
2. Class II Member (Non-Government Body Municipal Official - 1 Year Term)
Michael Manzella is the Class II Member.

Comments from Council Members

Council Member Chapman ,stated that Warm Hug Crochet Club is starting on January 8th at the Library on Wednesday Afternoons from 11:30 am-1:00pm and at 5:30-7:00 pm. They are also hosting Video Game Night on the first and third Tuesdays of the month starting at 5-7pm. She wished everyone a Happy New Year.

Council Member Clayton stated, A Winter Coat Giveaway is being held on January 11, at 9:00 am until noon. A free Community Luncheon for those in need will be held on Saturday, January 5th at the Senior Center from 12:00pm -2:00 pm. She wished everyone a Healthy and Happy New Year.

Council Member Kendle, nothing at this time. He wished everyone a Happy New Year.

Deputy Mayor Quinn, stated if you did not receive a calendar please email calendar@cityofasburypark.com by 1/31/2020 and we will share this information with the Post Office to try to ensure better service for future mailings and please pick up a copy at City Hall. She wished everyone a Happy New Year.

Comments from Mayor

Mayor Moor, stated a Board of Education Special Meeting will be held on Saturday at Trinity Church. Homeowners Association Meeting will be held on Saturday on second Ave. Kula Cafe will hold a fund raiser for the 50th anniversary of Spring wood Ave. January 20th is Martin Luther King Day and a ceremony will be held at Holy Spirit Church. He wished everyone a Happy New Year.

COMMENTS FROM CITY MANAGER

City Manager Vieiro, wished everyone a Happy New Year and she welcomed Michael Manzella, as Deputy City Manager.

COMMENTS FROM CITY ATTORNEY

City Attorney Raffetto, wished everyone a Happy New Year and thank Mayor & Council for the reappointment as City Attorney and the pleasure of working for the city of Asbury park.

Public Participation

A motion was made by Council member Chapman and seconded by Council member Clayton. With all in favor and the following members of the public spoke:
Ernest Mignoli, Jordan Modell, Rita Marano, Jim Henry, Tracey Rodgers and Louise Murray.

Adjournment

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk

Minutes Acceptance: Minutes of Jan 6, 2020 6:00 PM (Minutes)



RESOLUTION NO. 2020-64

**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 January 22, 2020 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Registration for Little League
2. St Patrick's Day Parade
3. NJ Marathon
4. Restaurant Tour
5. NJCASA 5k Race
6. Walk MS: Asbury Park
7. Asbury Fresh
8. NJ Brain Tumor Walk
9. LEAD Protect Our Communities Walk
10. AP's Got Talent
11. Jersey Pride
12. AP Summer Games
13. AP Sheehan Classic 5K
14. Oysterfest 2020
15. One More Tri
16. Shoreline Heart Walk
17. AP Zombie Walk
18. Jersey Shore Free to Breathe Walk
19. Weddings
 - 10/3
 - 6/13
 - 10/4
 - 7/18
 - 8/29
 - 5/23
 - 5/3
 - 5/16
 - 6/6
 - 6/20
 - 6/27

6/28
 7/11
 7/25
 8/1
 8/8
 8/15
 8/22
 10/4
 6/12
 5/2

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, CINDY A. DYE, 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. 2020-64 which was finally adopted by the City Council at a meeting held on the 22nd day of January, 2020

CERTIFIED BY ME THIS 23rd DAY OF January, 2020.

MELODY HARTSGROVE
 DEPUTY CITY CLERK

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No 2016-55 "General Licensing: 4-10.4." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

NAME OF EVENT: Registration For Little League Baseball

DATE(S): Every SAT. IN JAN & Feb Rain Date: N/A
HOURS OF EVENT: From 12 PM To: 2 PM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

In The Lobby - ENTRANCE

Name of Applicant/Organization: Little League baseball - A.P.

Address: Asbury Park

Contact: W. H. Wright Phone: 732-684-1468

Fax: _____ Email: WOLFMAN3117@gmail.com

Non-Profit? Yes ☐ No ☐ Tax Exempt ID Number: _____

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

Registration For Little League baseball - A.P.

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: _____

ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: _____

N/A

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: _____

UNLOCK MAIN DOOR ENTRANCE

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

Signature of Applicant

Date

Print Name of Applicant

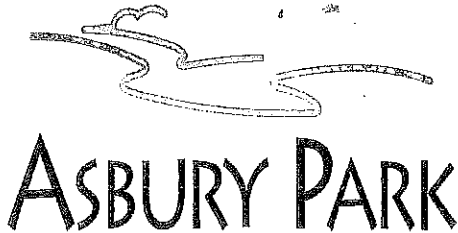
For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____

Total Fees Collected \$ _____

Packet Pg. 24

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No 2016-55 "General Licensing: 4-10.4." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

NAME OF EVENT: Asbury Park St. Patrick's Day Parade

DATE(S): March 8, 2020 Rain Date: N/A
HOURS OF EVENT: From 1:00 pm To: 4:00 pm (set up beginning at 8:00am)

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Staging: Kinglsey & 7th thru Ocean Ave & Sunset Ave. Parade Route: Ocean Ave. to Cookman Ave. To Main St.
Grand Stand/Stage: Press Plaza (Emory St. from Cookman Ave. to Lake Ave.)

Name of Applicant/Organization: The Asbury Park St. Patrick's Day Parade
Address: PO Box 694, Asbury Park, NJ 07712
Contact: Sylvia Sylvia Phone: 732-775-7676
Fax: _____ Email: info@asburyparkchamber.com
Non-Profit? Yes ☒ No _____ Tax Exempt ID Number: 46-3009002
If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:
Traditional St. Patrick's day Parade. Event includes marchers, floats, bands, entertainers, officials, etc.

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No x If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: Greater than 5,000ADMISSION CHARGE? YES _____ NO x IF YES, HOW MUCH _____VENDOR CHARGE? YES x NO _____ IF YES, HOW MUCH Some participants pay. Some do not.WILL YOU REQUIRE A STREET CLOSING? YES x NO _____ Please Give Details:Staging area as described. Rolling closures along parade route. Emory St. from Cookman to Lake.Ancillary streets as city officials deem necessary.

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: Parade staff to organize volunteers to assist with

control and flow of the parade as well as clean up. Event includes no food/beverage vendors resulting in limited refuse.Temporary bathrooms will be contracted by applicant to be located at staging area, Municipal building and at Grand Stand area.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Traffic control by AP Police Dept.

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

Sylvia Sylvia-Cioffi
Signature of Applicant

November 12, 2019

Sylvia Sylvia
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No 2016-55 "General Licensing: 4-10.4." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

NAME OF EVENT: NOVO NORDISK NJ MARATHON + HALF MARATHON

DATE(S): SUNDAY APRIL 26 2020 Rain Date: NA

HOURS OF EVENT: From 7:30a To: 2:30p

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

SEE COURSE MAP + TURN by TURN DOCUMENTS .

Name of Applicant/Organization: PACERS EVENTS LLC / HILARY BIGGS

Address: 1600 N OAK ST #308 ARLINGTON VA 22209

Contact: _____ Phone: 609 858 4535

Fax: _____ Email: hilary@runpacers.com

Non-Profit? Yes ☐ No ☒ Tax Exempt ID Number: _____

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

24th annual road race through eight municipalities along the shore, including Asbury Park, Oceanport, Long Branch.

*On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.***

OVER

Attachment: council meeting 122 (2020-64 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 8,000

ADMISSION CHARGE? YES ☒ NO _____ IF YES, HOW MUCH registration fees are notedVENDOR CHARGE? YES ☒ NO _____ IF YES, HOW MUCH 2 NJ marathon websiteWILL YOU REQUIRE A STREET CLOSING? YES ☒ NO _____ Please Give Details:Please see attached road closures.

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS:

We work closely w/ the police departments and appropriate agencies in all town through which we run.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: _____

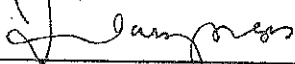
NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.



Signature of Applicant

1 6 2020

Date

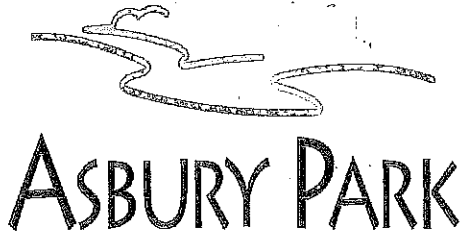
HILARY BIGGS

Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

*Please complete the following information as required by city Ordinance No 2016-55 "General Licensing: 4-10.4." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. **All application fees are non refundable and must be submitted with this application.** Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483*

NAME OF EVENT: 9th Annual Asbury Park Restaurant Tour

DATE(S): Sunday, April 26, 2020

Rain Date: N/A

HOURS OF EVENT: From 12:00pm To: 6:00pm (need all cars cleared by 9am for set up)

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Check in will be set up in Press Plaza. Actual tasting takes place at individual restaurants throughout the city.

Name of Applicant/Organization: Asbury Park Chamber of Commerce

Address: PO Box 649, Asbury Park, NJ 07712

Contact: Sylvia Sylvia

Phone: 732-775-7676

Fax: _____ Email: sylvia@asburyparkchamber.com

Non-Profit? Yes ☒ No _____ Tax Exempt ID Number: 22-2144484

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Restaurant Tour features small bites, sampling and demos inside individual restaurants throughout the city all day. Guests purchase wristbands online in advance. Limited quantity may be available on event day. Tour transportation will make a continuous loop from Downtown, Boardwalk, Main St. and west side (Kula Cafe).

*On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.***

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No x If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 1500ADMISSION CHARGE? YES x NO _____ IF YES, HOW MUCH \$40 in advance - \$50 event day

VENDOR CHARGE? YES _____ NO _____ IF YES, HOW MUCH _____

WILL YOU REQUIRE A STREET CLOSING? YES x NO _____ Please Give Details:Press Plaza (Emory St. only. Between Cookman Ave. and Lake Ave.) for registration of guests.

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: APCC will be responsible for clean up of registration

site and will monitor trash in bins along tour. Participating venues are encouraged to use
eco-friendly means of offering samples.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Extra trash cans in downtown and Ocean

Ave. placed by DPW.

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

Sylvia Sylvia-Cioffi
 Signature of Applicant

12-23-19

Date

Sylvia Sylvia-Cioffi
 Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No 2016-55 "General Licensing: 4-10.4." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

NAME OF EVENT: NJCASA Annual Safer Garden State 5K

DATE(S): May 2, 2020 Rain Date: N/A

HOURS OF EVENT: From 7:00 am To: 11:30 am

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Boardwalk @ 5th Ave. Entrance and route as indicated on attached map.

Name of Applicant/Organization: New Jersey Coalition Against Sexual Assault (NJCASA)

Address: 3150 Brunswick Pike, Ste. 160 Lawrenceville, NJ 08648

Contact: Denise Rodriguez (Resource Development Manager) Phone: 609-631-4450 ext. 1209 or 732-768-9055

Fax: N/A Email: drosdriguez@njcasa.org

Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 22-2970344

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

Our annual 5K along the route indicated on the attached map.

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No ☒ If yes, please explain N/ANUMBER OF PEOPLE ANTICIPATED TO ATTEND: Approx. 350ADMISSION CHARGE? YES ☒ NO _____ IF YES, HOW MUCH approx. \$35 registration feeVENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH N/AWILL YOU REQUIRE A STREET CLOSING? YES ☒ NO _____ Please Give Details:

Per City recommendation in 2017, one street needed to be closed: Lake Ave. from Cookman Ave. to Bond St.

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: Volunteers and agency staff

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: _____

Standard EMT presence and a police officer (per City recommendation)

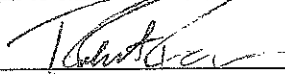
NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.


Signature of Applicant

11/5/2019

Date

Robert Baran
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

*Please complete the following information as required by city Ordinance No 2016-55 "General Licensing: 4-10.4." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. **All application fees are non refundable and must be submitted with this application.** Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483*

NAME OF EVENT: Walk MS: Asbury Park

DATE(S): Sunday, May 3, 2020 Rain Date: N/A

HOURS OF EVENT: From 6:00 AM To: 2:00 PM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

5th Avenue between Ocean Avenue and Kingsley Street

Name of Applicant/Organization: National Multiple Sclerosis Society

Address: 1480 US 9 North, Suite 301, Woodbridge, NJ 07095

Contact: Michael Franken, Sr. Manager, Event Production Phone: (201)977-6053

Fax: (732)855-6984 Email: Michael.Franken@nmss.org

Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 13-5661935

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: A fundraising walk to benefit the National Multiple Sclerosis Society. The event will have between 1000 and 1500 walkers, will include vendors and sponsors, and around 100 volunteers. The walk will be staged on 5th Avenue, will cross Ocean Avenue, onto the Boardwalk, and will proceed south to two turnaround points - one at the Asbury Park Casino, and the other at Bradley Beach Park.

*On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.***

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No x If yes, please explain _____**NUMBER OF PEOPLE ANTICIPATED TO ATTEND:** 1000 to 1500**ADMISSION CHARGE? YES** _____ **NO** x **IF YES, HOW MUCH** _____**VENDOR CHARGE? YES** _____ **NO** x **IF YES, HOW MUCH** _____**WILL YOU REQUIRE A STREET CLOSING? YES** x **NO** _____ **Please Give Details:**

Closing 5th Avenue between Kingsley and Ocean will be requested for the duration of the event.

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: Security and Traffic Control will be provided by hired police officers.

Cleanup and the separation of recycleable material, along with the disposal of trash and debris, will be handled by volunteers.

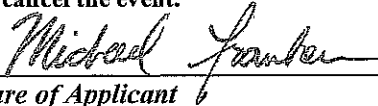
DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Police officers to handle crowd control and street closures will be utilized.**NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.**

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.



Signature of Applicant

9/19/2019

Date

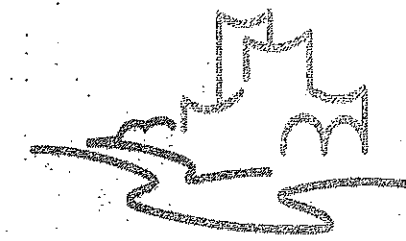
Michael J Franken

Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____

Total Fees Collected \$ _____



ASBURY PARK

SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No 2016-55 "General Licensing: 4-10.4." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

NAME OF EVENT:

Asbury Fresh

DATE(S): SUNDAYS 5/3-11/22 Rain Date: N/A

HOURS OF EVENT: From 8 AM To: 5 PM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Kennedy Park

Name of Applicant/Organization:

Fresh Markets NJ LLC

Address:

619 LAKE AVE 3RD FL / Cowenks Asbury Park

Contact: Bret Morgan Phone: 973 783 2100

Fax: N/A Email: bret@asburyfresh.com

Non-Profit? Yes ☐ No ☒ Tax Exempt ID Number: _____

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

weekly Farmers & makers market

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE:** **sketch should identify the dimensions of exhibit booths, structures, etc.**

OVER

City of Asbury Park Special Events Application

Page

Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 500

ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH

VENDOR CHARGE? YES ☒ NO _____ IF YES, HOW MUCH

\$40 - \$60

WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details:

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS:

our team will provide STAFFING AND
Removal of garbage

SPECIAL EVENTS PERMIT APPLICATION

ASBURY PARK

Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No 2016-55 "General Licensing: 4-10.4." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

NAME OF EVENT: Central New Jersey Brain Tumor Walk
 DATE(S): May 9th Rain Date: N/A
 HOURS OF EVENT: From 8 AM To: 12 noon

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Bradley Park (Directly in front of Conventions Center)

Name of Applicant/Organization: National Brain Tumor Society - Suzanne Isbell

Address: 55 Chapel St. Suite 200 New Haven MA 02458

Contact: Suzanne Isbell Phone: 848-218-2493

Fax: _____ Email: _____

Non-Profit? Yes ☒ No _____ Tax Exempt ID Number: 04-3068130

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: A Charity Walk with an event footprint of Bradley Park. We will have pre-packaged food, games, a band and a greeter.

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.

OVER

Attachment: council meeting 122 (2020-64 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 1800ADMISSION CHARGE? YES _____ NO X IF YES, HOW MUCH Registration FeeVENDOR CHARGE? YES X NO X IF YES, HOW MUCH SponsorsWILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details:But we will have APPS to direct trafficPROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: All done through the City of Asbury Park / same year over year.DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Traffic Control,EMS, SanitationNOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

Suzanne Isbell
Signature of Applicant7-29-19
DateSuzanne Isbell
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

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 NAME OF EVENT: L.E.A.D. Protect Our Communities Walk

 DATE(S): May 16, 2020 Rain Date: N/A
 HOURS OF EVENT: From 9am To: 12pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Bradley Park & boardwalk

Name of Applicant/Organization: Quincy C. Goodwin, Sr. / L.E.A.D. Inc Law Enforcement Against Drugs
 Address: 5 South Main St. Allentown NJ 08501
 Contact: Quincy C. Goodwin, Sr. Phone: 609-259-2500
 Fax: 609-278-6649 Email: qgoodwin@leadnugs.org
 Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 472471572
 If yes, please provide non-profit certificate

 DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: This walk will take place on the boardwalk walking up and down as we raise money with Law Enforcement against drugs, violence, bullying.

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.

OVER

Attachment: council meeting 122 (2020-64 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 300ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES ☒ NO _____ IF YES, HOW MUCH only sponsorshipWILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details:just the street to cross on to the boardwalk.PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOSAL OF TRASH AND DEBRIS: We will use Asbury Park Police who is also part of L.E.A.D. and using a cleaning company for clean up.DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Cops / EMTNOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

Signature of Applicant

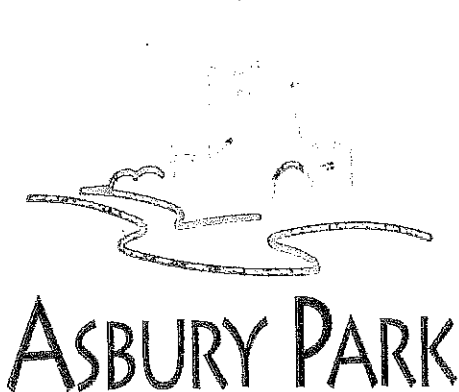
Print Name of Applicant

Date

12/20/19

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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NAME OF EVENT: 2nd Annual ASBURY PARK'S GOT TALENT (APGT)

DATE(S): Saturday, May 30, 2020 **Rain Date:** Saturday, June 6, 2020

HOURS OF EVENT: From 3:00 PM To: 7:00 PM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

SPRINGWOOD PARK

Name of Applicant/Organization: INTERFAITH NEIGHBORS

Address: 810 FOURTH AVENUE, ASBURY PARK, NJ 07712

Contact: Diane L. Shelton, Community Outreach Specialist **Phone:** 732-775-0525 ext. 201

Fax: 732-775-5422 **Email:** DianeS@interfaithneighbors.org

Non-Profit? Yes ☒ No ☐ **Tax Exempt ID Number:** 222-896-129/000

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Borrowing a quote from Plato

"music is an element that gives a soul to the universe, wings to the mind, flight to the imagination and life to everything."

That is the purpose of Asbury Park's Got Talent. After viewing AP-AMP's "Down the Avenue" inspiration initially arose from community youth and from there the birth of the 2019 APT. Auditions will be held between early 2020 and May 2020 with possibly alternating locations and will be open to youth and adults within a 2 mile radius of Asbury Park. The winning contestants will then perform during the May 30th APT Showcase in Springwood Park. This event will once again bring together many community partners & stakeholders

*On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.***

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No XX If yes, please explain _____**NUMBER OF PEOPLE ANTICIPATED TO ATTEND:** _____**ADMISSION CHARGE? YES** _____ **NO** XX **IF YES, HOW MUCH** _____**VENDOR CHARGE? YES** _____ **NO** XX **IF YES, HOW MUCH** _____**WILL YOU REQUIRE A STREET CLOSING? YES** _____ **NO** XX **Please Give Details:** _____**PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS:**

The committee will again solicit the involvement of male dominated fraternities and organizations (i.e. the Omega Psi Phi Frat, Kazeek Brothers) to assist with security. There will be no food vendors directly in the park. Proper use of the City's trash & recyclable bins will be enforced via announcements with any necessary cleanup by the APGT Committee

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: 1. Electrical source 2. lavatories opened 3. DPW for any additional trash receptacles required 4. Police Department - those Officers who are designated for foot patrol in park location**NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.**

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

Diane L. Shelton
Signature of ApplicantNovember 15, 2019
DateDiane L. Shelton
Print Name of Applicant Diane L. Shelton, MSW

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____

Total Fees Collected \$ _____

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11. All applications are to be received by the Asbury Park Department of Special Events no less than 45 Days prior to the event for which permit is being requested. All application fees must be submitted with this application. Contact Leesha Floyd at 732.502.5759 for additional information. Fax number is 732.775.1483

NAME OF EVENT: Gay, Lesbian, Bisexual, Transgender Pride Parade and Festival

DATE(S): setup on June 6, 2020, festival/parade June 7, 2020 **Rain Date:** none X 4

HOURS OF EVENT: From setup from 6am on 6/6/20 all day **To:** festival/parade 7 am 6/7/20 until 7pm.

EXACT LOCATION: YOU ARE REQUESTING TO STAGE YOUR EVENT:

On June 7th, a parade will occur down Cookman Ave. and across Grand to Sunset and then into Bradley and Atlantic Parks. Both Bradley and Atlantic Park will be closed off with snow fencing and our main event will be contained within that area.

Name of Applicant/Organization: Jersey Pride, Inc.

Address: 321 Raritan Avenue, Highland Park, NJ 08904

Contact: Laura Pople **Phone:** 732-423-6197

Fax: _____ **Email:** laura.pople@gmail.com

Non-Profit? Yes xx **No** _____ **Tax Exempt Number** EO-223321619

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOUR WILL BE STAGING:

This is the same event as we have put on in Asbury Park for the past 28 years. Various performers will be on stage on Sunday, the 7th, and vendors will be selling merchandise throughout the day on the 7th.

The parade will step off at noon and will run for approximately 1 hour, winding its way through the city (across Main Street to Cookman, west on Cookman Ave., North on Grand, and east on Sunset), arriving in the festival grounds at Atlantic and Bradley Parks where the festival will be already in progress. For staging areas for the parade we will need the municipal parking lot and several blocks closed on Bangs Ave., Mattison Ave. near the parking lot. Festival setup begins at 7:30 and is open to patrons at 10:30. The festival ends at 7pm.

This is our 29th year running this event and in years past we have been fortunate that damages and injuries have been negligible. The stage will run from noon until seven with local bands performing. This stage is billed as suitable for family entertainment and the entertainers are vetted accordingly. The crowd tends to be fairly heterogeneous. We get young and old, men and women, gay and straight, locals and those from as far away as Florida, many families with children. More than fifty community groups participate and, by doing

so, bring their constituencies. Weather permitting (this is a rain or shine event), we expect more than 3000 to attend. We advertise through press releases to the major press outlets in the state, through mailings to our mailing list, and in gay publications in the tri-state area. We carry event insurance in accordance with the city's guidelines.

*On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should show the dimensions of exhibit booths, structures, etc.***

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No xx If yes, please explain _____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 3,000

ADMISSION CHARGE? YES _____ NO xx IF YES, HOW MUCH _____

VENDOR CHARGE? YES xx NO _____ IF YES, HOW MUCH _____ Vendor charges differ depending on type of vendor ranging from \$25 to \$150.

WILL YOU REQUIRE A STREET CLOSING? YES xx NO _____ Please Give Details:

The streets of Ocean, Kingsley and Webb will be closed between Sunset and 5th Aves. during the duration of the festival on June 2nd. As in previous years, Grand, from Cookman to Fifth, will be closed during the duration of the parade (approximately noon until 1pm); Cookman Ave from Main St. to Grand will be closed during the duration of the parade's time on it (approximately 12:15-1:15). Sunset Ave, from the boardwalk to Grand will be closed from 12:30 until the parade concludes (approximately 1:30), and the cross streets along the parade route will be temporarily blocked in turn, by barricades (staffed by traffic marshals) as the parade crosses each one. In addition, during parade setup, we will need blocks on Bangs Ave. and Mattison Ave. in addition to the municipal parking lot closed off in the early morning for staging areas for the parade. They will open again as the parade steps off at noon.

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS:

We will secure the perimeter of the festival grounds with snow fencing, leaving three points of egress. People can come and go through these entrances. Jersey Pride staff will be on duty at each of the gates.

Because this event includes a parade through town, there will be a period during which the city's traffic patterns will be interrupted. In the past, a police vehicle has led the parade and we would hope for the same this year. We will also require barricades at all the affected intersections. Jersey Pride parade marshals will be trained in use, timing and placement of the barricades and will be on site at each intersection during that intersection's involvement in the parade.

Our staff is experienced in running this event, having done so for the past 28 years. During that time, they have developed expertise in crowd and traffic control. Several members of Jersey Pride are trained in CPR and are EMTs. By virtue of our involvement in gay activism, we have an awareness of diversity and bias crime issues. To my knowledge, none of our staff will have had training in controlled searches. The event volunteers receive a handbook as part of their training that includes information about how to get first aid in the event they encounter a need for it, what to do about crowd and traffic control, and other pertinent information.

SPECIAL EVENTS PERMIT APPLICATION

ASBURY PARK

Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No 2016-55 "General Licensing: 4-10.4." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

NAME OF EVENT: Asbury Park Summer Games

DATE(S): 6/20 - 6/21 Rain Date: _____
HOURS OF EVENT: From 7AM-8PM To: 10pm 6/20
7AM 7pm 6/21

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Bradley Park

Name of Applicant/Organization: JAG Fitness LLC

Address: 239A Church St.

Contact: GRANT GOLTIN Phone: 908-710-7006

Fax: _____ Email: JAG @ asburyparksummergames.com

Non-Profit? Yes _____ No ☒ Tax Exempt ID Number: _____

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

Fitness Event to be held in Bradley Park &
Convention Hall.

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.

OVER

Attachment: council meeting 122 (2020-64 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes ☒ No ☐ If yes, please explain we will be selling liquor at our event.NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 1000ADMISSION CHARGE? YES ☒ NO ☐ IF YES, HOW MUCH TBDVENDOR CHARGE? YES ☒ NO ☐ IF YES, HOW MUCH 1500+WILL YOU REQUIRE A STREET CLOSING? YES ☐ NO ☒ Please Give Details:

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: we will be hiring AP Police on our security company & an volunteers. Clean up will be by an volunteers & have waste LLC.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Police, First Aid.

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

Signature of Applicant

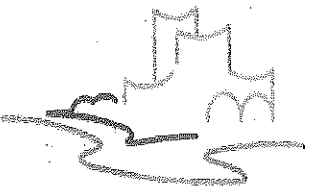
Date

Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____

SPECIAL EVENTS PERMIT APPLICATION



ASBURY PARK

Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No 2016-55 "General Licensing: 4-10.4." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

NAME OF EVENT: Asbury Park Sheehan Classic 5K
 DATE(S): 8/8/2020 Rain Date: n/a
 HOURS OF EVENT: From 6am To: 10:30am

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Bradley Park

Name of Applicant/Organization: Shore Athletic Club
 Address: 19 Carlile Terrace Little Silver NJ 07739
 Contact: Dawn Wilcox Phone: 908.239.7416
 Fax: _____ Email: dwilcox1cs@ gmail.com
 Non-Profit? Yes ☒ No _____ Tax Exempt ID Number: _____
 If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

5K race ; Course Route will be same as prior years - 2 loops. (Course Map is attached)

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.**

OVER

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____

3.G.1.a

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 1500

ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES ☒ NO _____ Please Give Details:Police are aware of street closings
will meet with police prior to eventwe are charging registration
for runner
participation in
race \$30-\$40PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR
SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL
AND DISPOSAL OF TRASH AND DEBRIS:will request cans for garbage & recycling - will collect & pay
fee for removal
volunteers will oversee cleanup
Security is not neededDESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE
PROVIDED IN CONNECTION WITH THE EVENT:sprinklers turned off day of event
parking signs
equipment needed for road closures (barricades)

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

Ambulance is
requested as
well*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park
Bureau of Fire Prevention.*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event
planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance
policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10
days prior to the date of the event.*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to
stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the
event date.*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right
to cancel the event.Dawn Wilcox
Signature of Applicant11.22.19
DateDawn Wilcox
Print Name of Applicant

For Special Events Office Use only:

approx \$ 2,700

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ 50 - application fee

ASBURY PARK SPECIAL EVENT FEE SCHEDULE- Revised December 28, 2016

Fees associated with Special Event Applications as stated in Special Events resolution # 2016-55:

Application Fee: (non refundable)

\$50.00 for non-profits

\$250.00 for all other organizations or groups

\$1,000 for events over 2,000

\$5,000 for events over 15,000

Maintenance Personnel and Equipment fees:

Putting up barricades- 1 man, 1 hour \$50.00

Picking up barricades- 1 man, 1 hour \$50.00

Putting up banner- 2 men, 1 hour \$100.00

Taking down banner- 2 men, 1 hour \$100.00

Bradley Park \$1500

Barriers \$ 50

Ambulance \$ 250

Police \$75/hr per
officer -

6 officers

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\$ 900



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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NAME OF EVENT: 2020 Asbury Park Fest (Formerly Asbury Park Chamber of Commerce Oysterfest)

DATE(S): Sept. 11, 12 & 13 (Set up 9/9 & 9/10) Rain Date: N/A
 HOURS OF EVENT: From 9/11 - 5:00p To: 10:00pm
9/12 - 11:00am 10:00pm
9/13 - 12:00pm 6:00pm
 EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Bradley Park

Name of Applicant/Organization: The Asbury Park Chamber of Commerce
 Address: 1201 Springwood Ave. Unit 104
 Contact: Sylvia Sylvia Phone: 732-720-9742
 Fax: _____ Email: sylvia@asburyparkchamber.com
 Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 22-2144484
If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: _____
 This event has food, crafts, live music, family friendly activities including games, rides, sand art, retail vendors, non-profit exhibits, beer & wine. The event is a mechanism designed for the for the post-summer season to encourage a philosophy of viewing Asbury Park as a 12 month destination. The proceeds provide funding for the Chamber's scholarship program, for our charity partner and for the general functions of the Chamber throughout the year.
 On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.

OVER



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No 2016-55 "General Licensing: 4-10.4." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

NAME OF EVENT: "One More Tri" A sprint triathlon to benefit Special Olympics NJ (Hosted by Edison Energy)

DATE(S): 09/13/20

Rain Date: N/A

HOURS OF EVENT: From 7AM To: 11AM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Registration & Transition Area is set up in parking lot outside of The Carousel. Finish line is at the end of the boardwalk by Casino. Please see attached locations of swim, bike, and run legs.

Name of Applicant/Organization: Special Olympics NJ

Address: 1 Eunice Kennedy Shriver Way, Lawrenceville NJ 08648

Contact: Diane Paraskevas

Fax: _____ Phone: 609.896.8000

Non-Profit? Yes x No _____ Email: dp@sonj.org

Tax Exempt ID Number: 23-7448729

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: A sprint triathlon which will include: - 400 yard swim (off the beach at the foot of Asbury Avenue, exact course will be set by the water safety staff in conjunction with town lifeguards to ensure for a safe course based on water conditions at the time.

-12 mile bike ride along Ocean Ave, 7th Ave, Kingsley from Asbury Park to Deal and back

-3 mile run from Asbury Park around Wesley Lake and south to Ocean Grove back north to U turn in front of Convention Hall and finishing in over by the Casino Building.

Attachment: council meeting 122 (2020-64 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No x If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 400ADMISSION CHARGE? YES x NO _____ IF YES, HOW MUCH \$95VENDOR CHARGE? YES _____ NO x IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES x NO _____ Please Give Details: See attached.

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: Race coordinators will work in conjunction with local police (hired for overtime) and a large staff of experienced race volunteers to meet all requirements for safety, security, trash disposal, and more.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Police and security, lifeguards, EMT, trash pick up, barricades, location usage.

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

Heather Andersen
Signature of Applicant

11/13/19
Date

Heather Andersen
Print Name of Applicant

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No 2016-55 "General Licensing: 4-10.4." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non-refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

NAME OF EVENT: Shoreline Heart Walk

DATE(S): Saturday, September 26, 2020 & set up on Friday, September 25, 2020 **Rain Date:** n/a
HOURS OF EVENT: From 5:30 am To: 3 pm (set up day- 11 am- 5 pm)

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Bradley Park

Name of Applicant/Organization: American Heart Association
Address: 1 Union Street, Suite 301, Robbinsville, NJ 08691
Contact: Tara Novak **Phone:** 848- 992-9309
Fax: n/a **Email:** tara.novak@heart.org
Non-Profit? Yes ☒ No **Tax Exempt ID Number:** 13-5613797
If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: The Heart Walk is the American Heart Association's premiere event for raising funds to save lives from this country's No. 1 and No. 5 killers - heart disease and stroke. Designed to promote physical activity and heart-healthy living, the Heart Walk creates an environment that's fun and rewarding for the entire family. The Shoreline Heart Walk is part of this initiative and serves as the cornerstone walking, recognition and celebration event which annually brings together hundreds helping raise funds to support lifesaving cardiovascular research in an effort to fight our No. 1 and No. 5 health threats: heart disease and stroke.

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No X If yes, please explain _____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 1,000

ADMISSION CHARGE? YES _____ NO X IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: Hire at least 2 off duty police officers from 8:00 am to 12:00 pm. One would provide security for walker donations and one would help direct traffic. Use trash barrels and recyclable material barrels for trash and any recyclable materials.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: n/a _____

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

E-SIGNED by Stephen Militi
on 2019-11-15 14:41:43 GMT

November 15, 2019

Signature of Applicant

Date

Stephen Militi

Print Name of Applicant



Attachment: council meeting 122 (2020-64 : Special Event Applications)

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

*Please complete the following information as required by city Ordinance No 2016-55 "General Licensing: 4-10.4." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. **All application fees are non refundable and must be submitted with this application.** Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483*

NAME OF EVENT: Asbury Park Zombie Walk

DATE(S): October 3, 2020 Rain Date: N/A
HOURS OF EVENT: From 11:00am To: 8:00pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

AP Boardwalk and parade route from Ocean Ave. to Cookman, to Mattison, ending at Main Street.

Name of Applicant/Organization: Asbury Park Zombie Walk
Address: 208 Main Street, Suite 203, Asbury Park, NJ 07712
Contact: Christine McGillion (Alternate: Sylvia Sylvia) P hone: 203-919-96696 (Alternate: 732-775-7676)
Email: mccluskey.christine@gmail.com (alternate: sylvia@asburyparkchamber.com)
Non-Profit? Yes _____ No ☒ Tax Exempt ID Number: _____
If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Participants start to arrive approximately noon and gather the length of the boardwalk. The parade steps off the boardwalk at 4pm.
Participants proceed south on the boardwalk, then west to Cookman Ave. until reaching Press Plaza,
where it will turn onto Mattison. The parade follows the route as described above, culminating at Main—
St. and Mattison Ave, A DJ is located at the culmination point where costume judging takes place.

*On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.***

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: Over 10,000 (participants & spectators)ADMISSION CHARGE? YES _____ NO X IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES X NO _____ Please Give Details:Temporary rolling closures along the parade route, as determined by City Officials & APPD.

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: Security will be APPD, as advised by Event Committee. Portable restrooms will be placed as deemed necessary by the Event Committee.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Drop off/pick up street barricades for closures. Barriers encompassing the landscaped triangle at the intersection of Cookman, Emory and Mattison Ave. APPD and EMT/FD as deemed necessary by City Officials and Special Event Committee.

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.


Signature of Applicant

January 2, 2020
Date

Sylvia Sylvia (On behalf of AP Zombie Walk/Christine McGillion)
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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NAME OF EVENT: Jersey Shore Free to Breathe Walk

DATE(S): Sat October 17, 2020 Rain Date: Sat Oct 24, 2020

HOURS OF EVENT: From 9am To: 12 pm (noon)

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Asbury Festhalle + Biergarten / the walking path around Westley Lake Path

Name of Applicant/Organization: Lung Cancer Research Foundation

Address: 155 E. 55th Street, Suite 6H, NY, NY 10022

Contact: Jennifer Mylock Phone: 608-828-8534

Fax: 608-833-7905 Email: jmylock@lcrf.org

Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 14-1935776

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: We are hosting a fundraiser for lung cancer research + awareness which includes a rally, a walk + a post walk gathering. The rally + post walk gathering will be held at the Biergarten.

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.**

OVER

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City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No X If yes, please explain We will be at the Asbury Biergarten which has a liquor license. We will not be providing alcohol. We may provide granola bars + water free of charge to participants

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 250

ADMISSION CHARGE? YES _____ NO X IF YES, HOW MUCH _____

VENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH _____

WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details:

We are using the walking path around Wesley Park. May need to temporarily block off Lake Ave to go people from Biergarten to Lake Park

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOSAL OF TRASH AND DEBRIS: We may need traffic control at beginning + end of walk to get participants across Lake Ave

No trash removal will be necessary. The Biergarten will handle their own trash

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Police for crossing Lake Ave

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

Sara Alderson
Signature of Applicant

10-22-19
Date

Sara Alderson
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____

Total Fees Collected \$ _____

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SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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NAME OF EVENT: Jersey Shore Rescue Mission 5K Race + Family Walk

DATE(S): Oct. 24, 2020 Rain Date: NONE

HOURS OF EVENT: From 6 AM To: 12 Noon

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Boardwalk - Asbury Park, Ocean Grove, Bradley Beach

Name of Applicant/Organization: Jersey Shore Rescue Mission

Address: 701 Memorial Dr. Asbury Park, NJ 07712

Contact: Neal Richards Phone: 201-401-1155

Fax: _____ Email: realnj957@gmail.com

Non-Profit? Yes ☒ No _____ Tax Exempt ID Number: 22-604-7486

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

5K run / 2 mile walk

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT
 Yes _____ No X If yes, please explain _____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 275-325
 ADMISSION CHARGE? YES X NO _____ IF YES, HOW MUCH \$25-\$35
 VENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH _____

WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR
 SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL
 AND DISPOAL OF TRASH AND DEBRIS: Volunteers + Mission Staff

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE
 PROVIDED IN CONNECTION WITH THE EVENT: Ambulance / EMS
Asbury Park

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

Neal J. Richards
 Signature of Applicant

Nov. 25, 2019
 Date

Neal J. Richards
 Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Between Memorial Day and Labor Day Weddings can only be held no earlier than 6pm on any beach.

Wedding Date: 10/03/20 Ceremony start time: 6:00 pm

Setup time: 4:30pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married: Alison Schilder & John Updyke

Address: 1200 Ocean Avenue City, State, Zip Code Asbury Park, NJ 07712

Day Phone: 732 774 1155 Evening Phone: _____

E-mail Address: ~~bryan@mcloones.com~~ varentis@mcloones.com

Other Pertinent Information

Number in wedding party: _____

Number of people attending wedding ceremony 115

Will any of the following equipment be used:

PA System: ☒ yes ☐ no

Chairs: ☒ yes ☐ no If yes, how many 50

Archway: ☒ yes ☐ no

Canopy/tent: ☐ yes ☒ no (if larger than 30x30, a fire permit is required)

Other _____

Attachment: council meeting 122 (2020-64 : Special Event Applications)

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

As per City ordinance, alcohol is prohibited on City beaches. Completed applications and payment must be received by the Special Events office at least 45 days prior to wedding date. Insurance policy must be provided to the office 10 days prior to the date of the wedding. I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable.

Victoria De Lano

Signature of Applicant

1/7/20

Date

Attachment: council meeting 122 (2020-64 : Special Event Applications)

~~THE SERIAL NUMBER OF THIS PERMIT IS:~~

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Between Memorial Day and Labor Day Weddings can only be held no earlier than 6pm on any beach.

Wedding Date: 6/13/20 Ceremony start time: 6pm

Setup time: 4:30 (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Ave Beach

Names of Couple getting married: Katharine Close & John Guaragno

Address: 1200 Ocean Ave City, State, Zip Code Asbury Park, NJ 07712

Day Phone: (732) 774-1155 Evening Phone: (732) 774-1155

E-mail Address: vdasantis@mcloones.com

Other Pertinent Information

Number in wedding party: —

Number of people attending wedding ceremony 100

Will any of the following equipment be used:

PA System: ✓ yes — no

Chairs: ✓ yes — no If yes, how many 50

Archway: ✓ yes — no

Canopy/tent: — yes ✓ no (if larger than 30x30, a fire permit is required)

Other —

Attachment: council meeting 122 (2020-64 : Special Event Applications)

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

As per City ordinance, alcohol is prohibited on City beaches. Completed applications and payment must be received by the Special Events office at least 45 days prior to wedding date. Insurance policy must be provided to the office 10 days prior to the date of the wedding. I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable.

Victoria De Lano

Signature of Applicant

1/7/20

Date

~~FOR OFFICIAL USE ONLY~~

Wedding fee paid: \$ _____

Date of payment _____

Insurance _____

Attachment: council meeting 122 (2020-64 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Between Memorial Day and Labor Day Weddings can only be held no earlier than 6pm on any beach.

Wedding Date: 10/04/20 Ceremony start time: 6:00pm

Setup time: 4:30pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married: Annabel Costa & Peter Morley

Address: 1200 Ocean Ave City, State, Zip Code Asbury Park, NJ 07712

Day Phone: (732) 741-1155 Evening Phone: _____

E-mail Address: Cryan@mcloones.com

Other Pertinent Information

Number in wedding party: _____

Number of people attending wedding ceremony 100

Will any of the following equipment be used:

PA System: ☒ yes _____ no

Chairs: ☒ yes _____ no If yes, how many 50

Archway: ☒ yes ☒ no

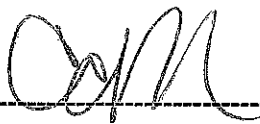
Canopy/tent: _____ yes ☒ no (if larger than 30x30, a fire permit is required)

Other _____

Attachment: council meeting 122 (2020-64 : Special Event Applications)

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Signature of Applicant

10/29/19

Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

Attachment: council meeting 122 (2020-64 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Between Memorial Day and Labor Day weddings can only held no earlier than 6pm on any beach.

Wedding Date: 7/18/20 Ceremony start time: 6 pm

Setup time: 4 pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married: Lisa Cardascia & Jason Heming

Address: 1200 Ocean Ave. City, State, Zip Code Asbury Park, NJ 07

Day Phone: (732) 774-1155 Evening Phone: (732) 774-1155

E-mail Address: Valerantis@melones.com

Other Pertinent Information

Number in wedding party: —

Number of people attending wedding ceremony 125

Will any of the following equipment be used:

PA System: ☒ yes ☐ no

Chairs: ☒ yes ☐ no If yes, how many 50

Archway: ☒ yes ☐ no

Canopy/tent: ☐ yes ☒ no (if larger than 30x30, a fire permit is required)

Other _____

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Victoria Desantis

Signature of Applicant

12/4/19

Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

Attachment: council meeting 122 (2020-64 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Between Memorial Day and Labor Day weddings can only held no earlier than 6pm on any beach.

Wedding Date: 10/18 8/29/20 Ceremony start time: 6:30 pm

Setup time: 4:30 (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Ave Beach

Names of Couple getting married: Nina Ritter & Ron Burman

Address: 1200 Ocean Ave City, State, Zip Code Asbury Park, NJ 07

Day Phone: (732) 774-1155 Evening Phone: (732) 774-1155

E-mail Address: valsantis @ molones.com

Other Pertinent Information

Number in wedding party: —

Number of people attending wedding ceremony 80-90

Will any of the following equipment be used:

PA System: ☒ yes ☐ no

Chairs: ☒ yes ☐ no If yes, how many 50

Archway: ☒ yes ☐ no

Canopy/tent: ☐ yes ☒ no (if larger than 30x30, a fire permit is required)

Attachment: council meeting 122 (2020-64 : Special Event Applications)

Other _____

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

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Victoria De la Cruz

Signature of Applicant

12/4/19

Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

Attachment: council meeting 122 (2020-64 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Between Memorial Day and Labor Day weddings can only held no earlier than 6pm on any beach.

Wedding Date: 05/23/20 Ceremony start time: 6pm

Setup time: 4:30 (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Ave. Beach

Names of Couple getting married: Shanda & Stephen McManus

Address: 1200 Ocean Ave City, State, Zip Code Asbury Park, NJ 07

Day Phone: (732) 774-1155 Evening Phone: (732) 774-1155

E-mail Address: vaesantis@mcmanus.com

Other Pertinent Information

Number in wedding party: —

Number of people attending wedding ceremony 100

Will any of the following equipment be used:

PA System: ☒ yes ☐ no

Chairs: ☒ yes ☐ no If yes, how many 50

Archway: ☒ yes ☒ no

Canopy/tent: ☐ yes ☒ no (if larger than 30x30, a fire permit is required)

Attachment: council meeting 122 (2020-64 : Special Event Applications)

Other _____

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

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Victoria Rodarte

Signature of Applicant

12/4/19

Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

Attachment: council meeting 122 (2020-64 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Between Memorial Day and Labor Day Weddings can only be held no earlier than 6pm on any beach.

Wedding Date: Sun 05/03/20 Ceremony start time: 5:30 pm

Setup time: 3:00 pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married: Andrea Oxford + Daniel Oxford

Address: 1200 Ocean Avenue City, State, Zip Code Asbury Park, NJ 07711

Day Phone: (732) 774-1155 Evening Phone: -

E-mail Address: Cryan@mcloones.com

Other Pertinent Information

Number in wedding party: -

Number of people attending wedding ceremony 40

Will any of the following equipment be used:

PA System: ☒ yes ☐ no

Chairs: ☒ yes ☐ no If yes, how many 50

Archway: ☒ yes ☐ no

Canopy/tent: ☐ yes ☒ no (if larger than 30x30, a fire permit is required)

Other _____

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

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Signature of Applicant



Date

For Special Events Department Use:

Wedding fee paid:\$_____

Date of payment_____

Insurance_____

Attachment: council meeting 122 (2020-64 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Wedding Date: May 16, 2020 Ceremony start time: 6:00pm

Setup time: 4:30pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married: Kris Raftery & Craig Miller

Address: 1200 Ocean Ave City, State, Zip Code Asbury Park, NJ 07711

Day Phone: (732) 774-1155 Evening Phone: _____

E-mail Address: Cryan@mcloones.com

Other Pertinent Information

Number in wedding party: —

Number of people attending wedding ceremony 40

Will any of the following equipment be used:

PA System: ☒ yes ☐ no

Chairs: ☒ yes ☐ no If yes, how many 50

Archway: ☒ yes ☐ no

Canopy/tent: ☐ yes ☒ no (if larger than 30x30, a fire permit is required)

Other _____

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

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Signature of Applicant



Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

Attachment: council meeting 122 (2020-64 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Between Memorial Day and Labor Day Weddings can only be held no earlier than 6pm on any beach.

Wedding Date: Sat June 6, 2020 Ceremony start time: 6pm

Setup time: 4pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Ave beach

Names of Couple getting married: ALISA MUKHOL & STEPHAN MUESCH

Address: 1700 Ocean Ave City, State, Zip Code Asbury, NJ 07712

Day Phone: 732-774-1155 Evening Phone: same

E-mail Address: jbaaczyc@mcabones.com

Other Pertinent Information

Number in wedding party: N/A

Number of people attending wedding ceremony 100

Will any of the following equipment be used:

PA System: ☒ yes ☐ no

Chairs: ☒ yes ☐ no If yes, how many 60

Archway: ☒ yes ☐ no

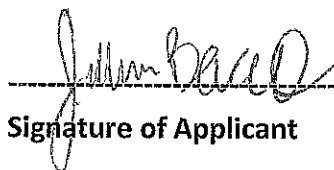
Canopy/tent: ☐ yes ☒ no (if larger than 30x30, a fire permit is required)

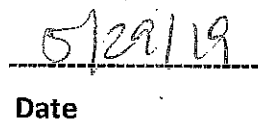
Other _____

Attachment: council meeting 122 (2020-64 : Special Event Applications)

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Signature of Applicant


Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Wedding Date: 06.20.20 Ceremony start time: 6:30 pm

Setup time: 4:30 pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married: Rebecca Korman + Victor Lucarelli

Address: 1200 Ocean Ave City, State, Zip Code Asbury Park NJ 07712

Day Phone: 732 774 1155 Evening Phone: _____

E-mail Address: cryan@mclanes.com

Other Pertinent Information

Number in wedding party: _____

Number of people attending wedding ceremony ~~100~~ 100

Will any of the following equipment be used:

PA System: ☒ yes ☐ no

Chairs: ☒ yes ☐ no If yes, how many _____

Archway: ☒ yes ☐ no

Canopy/tent: ☐ yes ☒ no (if larger than 30x30, a fire permit is required)

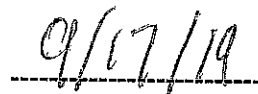
Other _____

Attachment: council meeting 122 (2020-64 : Special Event Applications)

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Signature of Applicant


Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

Attachment: council meeting 122 (2020-64 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Wedding Date: June 27th, 2020 Ceremony start time: 6:00 pm

Setup time: 4:30 pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married: Meygon Nitti & Frederick Remlinger

Address: 1200 Ocean Avenue City, State, Zip Code Asbury Park, NJ 07712

Day Phone: (732) 774 1155 Evening Phone: _____

E-mail Address: Cryan@mcloones.com

Other Pertinent Information

Number in wedding party: _____

Number of people attending wedding ceremony 70-75

Will any of the following equipment be used:

PA System: ☒ yes _____ no

Chairs: ☒ yes _____ no If yes, how many 50

Archway: ☒ yes _____ no

Canopy/tent: _____ yes ☒ no (if larger than 30x30, a fire permit is required)

Other _____

Attachment: council meeting 122 (2020-64 : Special Event Applications)

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Signature of Applicant

10-09-19

Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

Attachment: council meeting 122 (2020-64 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Between Memorial Day and Labor Day Weddings can only be held no earlier than 6pm on any beach.

Wedding Date: Sunday 06/24/20 Ceremony start time: 6:00 pm

Setup time: 3:30pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married: Jaqueline Gomez Mamansala & Deven Solorza

Address: 1200 Ocean Avenue City, State, Zip Code: Asbury Park, NJ 07712

Day Phone: (732) 774-1155 Evening Phone: -

E-mail Address: Cryan@mcboones.com

Other Pertinent Information

Number in wedding party: -

Number of people attending wedding ceremony 75

Will any of the following equipment be used:

PA System: ☒ yes ☐ no

Chairs: ☒ yes ☐ no If yes, how many 50

Archway: ☒ yes ☐ no

Canopy/tent: ☐ yes ☒ no (if larger than 30x30, a fire permit is required)

Other _____

Attachment: council meeting 122 (2020-64 : Special Event Applications)

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

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Signature of Applicant



Date

For Special Events Department Use:

Wedding fee paid:\$_____

Date of payment_____

Insurance_____

Attachment: council meeting 122 (2020-64 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Between Memorial Day and Labor Day Weddings can only be held no earlier than 6pm on any beach.

Wedding Date: Saturday July 11, 2020 Ceremony start time: 6:30

Setup time: 4:30 (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Ave beach

Names of Couple getting married: Hana Kimmel + Nick Williams
Asbury Park
 Address: 1200 Ocean Ave City, State, Zip Code NJ 07712

Day Phone: 732-774-1155 Evening Phone: JAME

E-mail Address: jbactur@mcclures.com

Other Pertinent Information

Number in wedding party: N/A

Number of people attending wedding ceremony 90

Will any of the following equipment be used:

PA System: ☒ yes ☐ no

Chairs: ☒ yes ☐ no If yes, how many 50

Archway: ☒ yes ☐ no

Canopy/tent: ☐ yes ☒ no (if larger than 30x30, a fire permit is required)

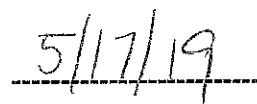
Other _____

Attachment: council meeting 122 (2020-64 : Special Event Applications)

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Signature of Applicant


Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

Attachment: council meeting 122 (2020-64 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Wedding Date: 07/25/20 Ceremony start time: 6:30pm

Setup time: 4:30pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married: Nicole Pierolas & Jakub Rutkowski

Address: 1200 Ocean Ave City, State, Zip Code: Asbury Park NJ 07

Day Phone: 732-774-1155 Evening Phone: _____

E-mail Address: crayan@melaines.com

Other Pertinent Information

Number in wedding party: —

Number of people attending wedding ceremony 120

Will any of the following equipment be used:

PA System: ☒ yes ☐ no

Chairs: ☒ yes ☐ no If yes, how many 50

Archway: ☒ yes ☐ no

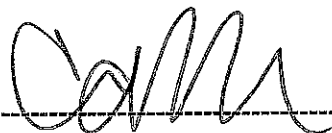
Canopy/tent: ☐ yes ☒ no (if larger than 30x30, a fire permit is required)

Other _____

Attachment: council meeting 122 (2020-64 : Special Event Applications)

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Signature of Applicant



Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

Attachment: council meeting 122 (2020-64 : Special Event Applications)

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1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Between Memorial Day and Labor Day Weddings can only be held no earlier than 6pm on any beach.

Wedding Date: SAT. May 1, 2020 Ceremony start time: 6pm

Setup time: 4pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Ave. Beach

Names of Couple getting married: LAUREN CZAPLA + CHESTINE MARROCA

Address: 1200 OCEAN AVE City, State, Zip Code ASBURY PARK, NJ 07712

Day Phone: 732-774-1155 Evening Phone: SAME

E-mail Address: JACZYK@INCLOSUS.COM

Other Pertinent Information

Number in wedding party: 10/12

Number of people attending wedding ceremony 100

Will any of the following equipment be used:

PA System: ☒ yes ☐ no

Chairs: ☒ yes ☐ no If yes, how many 50

Archway: ☒ yes ☐ no

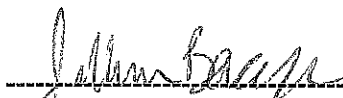
Canopy/tent: ☐ yes ☒ no (if larger than 30x30, a fire permit is required)

Other _____

Attachment: council meeting 122 (2020-64 : Special Event Applications)

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Signature of Applicant

4/24/19
Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)**Park/Beach Fee: \$250.00 (nonrefundable)****Checks or money orders should be made payable to the City of Asbury Park****Between Memorial Day and Labor Day Weddings can only be held no earlier than 6pm on any beach.**Wedding Date: Sat 06/06/20 Ceremony start time: 6:00pmSetup time: 3:30pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)Location of Ceremony: 5th Avenue BeachNames of Couple getting married: Michelle Daniele & John DiCarloAddress: 1200 Ocean Avenue City, State, Zip Code Asbury Park, NJ 07712Day Phone: 732-774-1155 Evening Phone: -E-mail Address: Orlyana@mcloones.com**Other Pertinent Information**Number in wedding party: NoneNumber of people attending wedding ceremony 130

Will any of the following equipment be used:

PA System: ☒ yes ☐ noChairs: ☒ yes ☐ no If yes, how many 50Archway: ☒ yes ☐ noCanopy/tent: ☐ yes ☒ no (if larger than 30x30, a fire permit is required)

Other _____

Attachment: council meeting 122 (2020-64 : Special Event Applications)

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Signature of Applicant



Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

Attachment: council meeting 122 (2020-64 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Wedding Date: 04.15.2020 Ceremony start time: 6:30 pm

Setup time: 4:30 pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married: Elisa Masiero & John McGraw

Address: ~~100 Ocean Ave~~ 100 Ocean Ave City, State, Zip Code Asbury Park NJ 07716

Day Phone: (732) 774-1155 Evening Phone: _____

E-mail Address: cryan@mcloones.com

Other Pertinent Information

Number in wedding party: _____

Number of people attending wedding ceremony 100

Will any of the following equipment be used:

PA System: ☒ yes ☐ no

Chairs: ☒ yes ☐ no If yes, how many 50

Archway: ☒ yes ☐ no

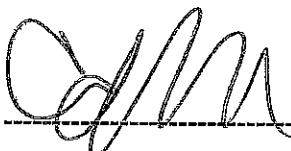
Canopy/tent: ☐ yes ☒ no (if larger than 30x30, a fire permit is required)

Other _____

Attachment: council meeting 122 (2020-64 : Special Event Applications)

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Signature of Applicant



Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Between Memorial Day and Labor Day Weddings can only be held no earlier than 6pm on any beach.

Wedding Date: Sat 08/22/20 Ceremony start time: 6:00 pm

Setup time: 3:30pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married: Rebecca Alger & Andy Twomey

Address: 1200 Ocean Avenue City, State, Zip Code Asbury Park, NJ 07712

Day Phone: (732) 774-1155 Evening Phone: —

E-mail Address: crayan@mcloones.com

Other Pertinent Information

Number in wedding party: —

Number of people attending wedding ceremony 100

Will any of the following equipment be used:

PA System: ☒ yes ☐ no

Chairs: ☒ yes ☐ no If yes, how many 50

Archway: ☒ yes ☐ no

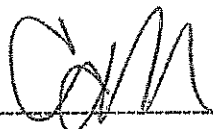
Canopy/tent: ☐ yes ☒ no (if larger than 30x30, a fire permit is required)

Other —

Attachment: council meeting 122 (2020-64 : Special Event Applications)

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Signature of Applicant



Date

For Special Events Department Use:

Wedding fee paid:\$ _____

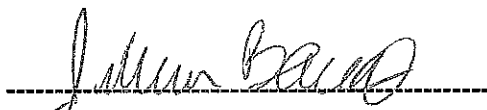
Date of payment _____

Insurance _____

Attachment: council meeting 122 (2020-64 : Special Event Applications)

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Signature of Applicant

2-1-19
Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Wedding Date: 6/12/20 Ceremony start time: 6pm

Setup time: 4:30 (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married: Amanda Kaminski + Manny Fernandes

Address: 1200 Ocean Ave. City, State, Zip Code Asbury Park, NJ 07712

Day Phone: (732) 774-1155 Evening Phone: (732) 774-1155

E-mail Address: valdesantis@mcloones.com

Other Pertinent Information

Number in wedding party:

Number of people attending wedding ceremony 75

Will any of the following equipment be used:

PA System: ☒ yes ☐ no

Chairs: ☒ yes ☐ no If yes, how many 50

Archway: ☒ yes ☐ no

Canopy/tent: ☐ yes ☒ no (if larger than 30x30, a fire permit is required)

Other

Attachment: council meeting 122 (2020-64 : Special Event Applications)

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Victoria De Santa

Signature of Applicant

11/7/20

Date

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Date of payment _____

Insurance _____

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Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

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Between Memorial Day and Labor Day weddings can only held no earlier than 6pm on any beach.

Wedding Date: 5/2/2020 Ceremony start time: 3pm

Setup time: 1pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: Atlantic Park

Names of Couple getting married: Rebecca Fox + Meghan Maury

Address: 97 Brooklyn Ave. Apt. 6M City, State, Zip Code Brooklyn, NJ 07126

Day Phone: (202) 494-2889 Evening Phone: SAME OR (413) 221-0681

E-mail Address: rebeccaefox@gmail.com

Other Pertinent Information

Number in wedding party: 8

Number of people attending wedding ceremony 120

Will any of the following equipment be used:

PA System: ☒ yes ☐ no

Chairs: ☒ yes ☐ no If yes, how many 100

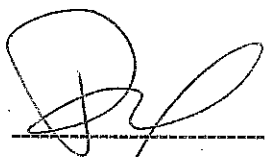
Archway: ☒ yes ☐ no

Canopy/tent: ☐ yes ☒ no (if larger than 30x30, a fire permit is required)

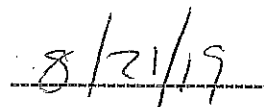
Other _____

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Signature of Applicant



Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

Attachment: council meeting 122 (2020-64 : Special Event Applications)



RESOLUTION NO. 2020-65

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

REJECTING BIDS FOR TRAFFIC STRIPING

WHEREAS, on Tuesday, January 14, 2020 at 11:30 AM the City of Asbury Park accepted bids for Traffic Stripping; and

WHEREAS, bids were received from Traffic Lines, Inc and Denville Line Painting Inc.; and

WHEREAS, the bid document specifically stated, "It is mandatory that each respondent state if there are any ethics violations existing against the firm and/or individual responding. Failure to include this statement will result in disqualification." and

WHEREAS, the bid received from Traffic Lines, Inc. failed to include an Ethics Statement with their proposal and is hereby disqualified; and

WHEREAS, the bid received from Denville Line Painting, Inc. substantially exceeds the cost estimates and substantially exceeds the City's appropriations and rejected pursuant to N.J.S.A.40A:11-13.2 (a) and (b); and

WHEREAS, the project shall be rebid immediately; and

WHEREAS, a copy of this Resolution shall be provided to the City Manager, Director of Purchasing and all bidders.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey that the bids for Traffic Stripping are disqualified and rejected and shall be rebid immediately.

I, MELODY HARTSGROVE, Deputy 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. 2020-65 which was finally adopted by the City Council at a meeting held on the 22nd day of January, 2020

CERTIFIED BY ME THIS 22nd DAY OF January, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK

TRAFFIC STRIPPING BID
JANUARY 14, 2020 11:30 AM

VENDOR NAME	Traffic Lines, Inc.		Denville Line Painting, Inc.	
ADDRESS	5100 Asbury Road Farmingdale, NJ 07727		2 Green Pond Road Rockaway, NJ 07866	
CONTACT	Mark Sergeant		Luke Olenowski	
TELEPHONE NUMBER	(732) 919-3100		(973) 625 -1010	
EMAIL ADDRESS	trafficlines@gmail.com		bromano@denvillelinepainting.com	
Handicap staff with symbol as per ADA, paint (each)	\$	75.00	\$	200.00
Four inch solid blue crosshatching, thermoplastic (linear foot)	\$	1.50	\$	50.00
Four inch white traffic stripping, thermoplastic (linear foot)	\$	0.60	\$	1.15
Four inch yellow traffic stripping, thermoplastic (linear foot)	\$	0.60	\$	1.25
Six inch traffic stripping, thermoplastic (linear foot)	\$	0.90	\$	1.75
Twenty-four inch white traffic stripes, thermoplastic (linear foot)	\$	3.60	\$	7.00
Numeric characters, paint (each):				
Four inch white or yellow	\$	1.00	\$	15.00
Six inch white or yellow	\$	1.00	\$	20.00
Eight inch white or yellow	\$	1.00	\$	30.00
Ten inch white or yellow	\$	1.00	\$	35.00
Twelve inch white or yellow	\$	1.00	\$	45.00
Letter characters, paint (each):				
Four inch white or yellow	\$	1.00	\$	15.00
Six inch white or yellow	\$	1.00	\$	20.00
Eight inch white or yellow	\$	1.00	\$	30.00
Ten inch white or yellow	\$	1.00	\$	35.00
Twelve inch white or yellow	\$	1.00	\$	40.00
Removal of conflicting marks (linear foot)	\$	1.00	\$	5.00
TOTAL EACH LINE ITEM	\$	93.20	\$	551.15

NOTES:

Missing the Ethics Statement.
Page 11 section E:
Failure to include this statement
will result in disqualification

All documents appear to be in order.
Exceeds the cost estimates & appropriations
N.J.S.A 40A:11-13-2 (a) and (b)

RECOMMENDATION: Reject all bids and re-bid traffic stripping

Attachment: Traffic Stripping Bid Tabulation (2020-65 : Rejecting bids for Traffic Stripping)



RESOLUTION NO. 2020-66

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

RESOLUTION APPROVING PAYMENT OF BILLS

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

BE IT RESOLVED, that these vouchers payable totaling \$2,161,067.60

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	\$ 1,419,447.60
BOARD OF EDUCATION	<u>741,620.00</u>
TOTAL VOUCHERS	\$ <u>2,161,067.60</u>

I, MELODY HARTSGROVE, Deputy 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. 2020-66 which was finally adopted by the City Council at a meeting held on the 22nd day of January, 2020

CERTIFIED BY ME THIS 23rd DAY OF January, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK

January 16, 2020
01:36 PM

CITY OF ASBURY PARK
Bill List By Budget Account

3.H.1.a
Page No. 1

P.O. Type: Contract Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: N
Format: Condensed Held: Y Aprv: N Rcvd: Y
Range: 9-First to 0-Last Bid: Y State: Y Other: Y Exempt: Y
Rcvd Batch Id Range: First to Last Include Non-Budgeted:
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
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Fund: CURRENT
Department: FINANCIAL ADMINISTRATION
Extd: FINANCIAL ADMINISTRATION

0-01-20-130-000-201	FINANCE General Plant					
MARBUS	MARLIN BUSINESS BANK	20-00002	INVOICE #17645080 1/15/20	339.50	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			339.50		
	Department Total: FINANCIAL ADMINISTRATION			339.50		
	CAFR Total:			339.50		

Department: EMPLOYEE GROUP INSURANCE
Extd: EMPLOYEE GROUP INSURANCE

0-01-23-220-000-209	EMPLOYEE GROUP INSURANCE Fees (IN CAP)					
NJSHBP	NJSHBP	20-00001	HEALTH COVERAGE JANUARY 2020	493,463.77	0.00	
	Extd Total: EMPLOYEE GROUP INSURANCE			493,463.77		
	Department Total: EMPLOYEE GROUP INSURANCE			493,463.77		
	CAFR Total:			493,463.77		

CAFR: CURRENT FUND NON BUDGET ACCTS:
Department: TAXES PAYABLE:
Extd: TAXES PAYABLE:

0-01-55-001-000-001	School Taxes Payable					
ASBBOA	ASBURY PARK BOARD OF EDUCATION	20-00018	January 2020 School Tax	741,620.00	0.00	

0-01-55-001-000-011	ACCOUNTS PAYABLE					
CODSYS	CODED SYSTEMS LLC	19-03636	Ordinance 2016-45 thru 2017-26	8,222.00	0.00	
	Extd Total: TAXES PAYABLE:			749,842.00		
	Department Total: TAXES PAYABLE:			749,842.00		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			749,842.00		
	Fund Total: CURRENT			1,243,645.27		
	Year Total:			1,243,645.27		

Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

9-01-20-100-000-201	ADMINISTRATION General Plant					
OTTGRO	Otteau Group Inc.	19-01360	Resolution 2019-66 Appraisal	750.00	0.00	B
GEECHA	GEESE CHASERS, LLC	19-02105	4TH QTR 2019 CLEARNG AND	1,079.00	0.00	B
CRAPRI	CRAFTMASTER PRINTING, INC.	19-03407	2020 Calendar Printing	12,738.00	0.00	
KINTINC	KINTECH, INC.	19-03408	2020 Calendar Fulfilment	401.00	0.00	
KEPSPR	KEPWELL SPRING WATER	19-03882	CUSTOMER #115780 NOVEMBER 2019	28.50	0.00	

Attachment: Bill List 1-22-20 (2020-66 : Payment of Bills)

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CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-20-100-000-201	ADMINISTRATION	General Plant	Continued			
ACTIO010	ACTION TITLE RESEARCH, LLC	19-03886	Deed Research Mun. Bldg.	3,000.00	0.00	
SUNFAR	SUNSET FARM MARKET GARDEN	19-03939	wreath for Springwood Park	199.99	0.00	
ADPIMP	ADPRO IMPRINTS, INC.	19-04016	INVOICE #33953 WELLNESS COMM.	329.00	0.00	
ATLLC	AT&T MOBILITY LLC	19-04095	#287284936037 11/12 - 12/11	44.63	0.00	
ATLLC	AT&T MOBILITY LLC	19-04096	#287284651437 11/12 - 12/11	49.66	0.00	
				<u>18,619.78</u>		
9-01-20-100-000-202	ADMINISTRATION	Office Supplies				
CRAPRI	CRAFTMASTER PRINTING, INC.	19-03867	envelopes	132.00	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	19-03868	business cards-Donna Vieiro	40.00	0.00	
WBMASON	W.B.MASON CO., INC.	19-03959	office supplies	33.02	0.00	
WBMASON	W.B.MASON CO., INC.	19-04080	OFFICE SUPPLIES NEEDED	50.80	0.00	
				<u>255.82</u>		
	Extd Total:	ADMINISTRATION		18,875.60		
	Department Total:	ADMINISTRATION		18,875.60		
Department: HUMAN RESOURCES						
Extd: HUMAN RESOURCES						
9-01-20-105-000-299	HUMAN RESOURCES	Misc.				
LAWOFFS	LAW OFFICE OF STEVEN S.	19-04076	services for October 2019	6,000.00	0.00	
	Extd Total:	HUMAN RESOURCES		6,000.00		
	Department Total:	HUMAN RESOURCES		6,000.00		
Department: MUNICIPAL CLERK						
Extd: MUNICIPAL CLERK						
9-01-20-120-000-202	MUNICIPAL CLERK	Office Supplies				
RRDONN	RR DONNELLEY	19-03535	Reg -42A	294.00	0.00	
WBMASON	W.B.MASON CO., INC.	19-04059	Office Supplies	378.97	0.00	
				<u>672.97</u>		
9-01-20-120-000-291	MUNICIPAL CLERK	Codification Ordinances				
CODSYS	CODED SYSTEMS LLC	19-03638	Ordinance 2017-27 thru 2018-45	9,937.00	0.00	
	Extd Total:	MUNICIPAL CLERK		10,609.97		
	Department Total:	MUNICIPAL CLERK		10,609.97		
Department: FINANCIAL ADMINISTRATION						
Extd: FINANCIAL ADMINISTRATION						
9-01-20-130-000-201	FINANCE	General Plant				
WATSPR	WATCHUNG SPRING WATER CO.,INC.	19-04092	ACCOUNT #014764 DECEMBER 2019	49.54	0.00	
9-01-20-130-000-202	FINANCE	Office Supplies				
WBMASON	W.B.MASON CO., INC.	19-03915	OFFICE SUPPLIES NEEDED	39.49	0.00	
WBMASON	W.B.MASON CO., INC.	19-04027	#FA0224U FIRST AID KIT	54.69	0.00	
				<u>94.18</u>		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-20-130-000-223	FINANCE Condo Reimbursements					
304OCE	304 OCEAN ARMS CONDO. ASSOC.	19-04047	3rd Q. 2019 Condo Reimb.	72.32	0.00	
MIRCON	MIRAMAR CONDOMINIUM ASSOC. INC	19-04050	3rd Q 2019 Condo Reimb.	64.90	0.00	
PARLAN	PARK LANE CONDOMINIUM ASSOC.	19-04051	2019 3rd Q. Condo Reimb.	111.22	0.00	
301SHO	301 SHOREVIEW CONDO. ASSOC.INC	19-04052	3rd Q 2019 Condo Reimb.	981.22	0.00	
700MAT	700 MATTISON CONDOMINIUM	19-04053	2019 3rd Q Condo Reimb.	100.99	0.00	
LAKDRI	LAKE DRIVE COURT CONDO ASSOC.	19-04054	2019 3rd Q Condo Reimb.	969.23	0.00	
MERCON	MERCURY CONDOMINIUM ASSOC.	19-04055	2019 3rd Q Condo reimb	385.35	0.00	
				<u>2,685.23</u>		
	Extd Total: FINANCIAL ADMINISTRATION			2,828.95		
	Department Total: FINANCIAL ADMINISTRATION			2,828.95		
Department: TAX REVENUE ADMINISTRATION						
Extd: TAX REVENUE ADMINISTRATION						
9-01-20-145-000-202	TAX REV ADMIN Office Supplies					
WBMASON	W.B.MASON CO., INC.	19-03885	WB Mason Office Supplies 12/19	1,466.70	0.00	
9-01-20-145-000-212	TAX REV ADMIN Dues,Subscript.					
TYRYOU	TYRONE YOUNG	19-03965	NJLM CONF.TRAVEL REIMBURSEMENT	77.72	0.00	
TYRYOU	TYRONE YOUNG	19-03969	Sewer Bill Delivered to Postal	12.64	0.00	
				<u>90.36</u>		
9-01-20-145-000-217	TAX REV ADMIN Ads&Promotion					
THECOA	THE NEW COASTER, LLC	19-04074	2019 Tax Sale Display Ad 4 wks	220.00	0.00	
9-01-20-145-000-222	TAX REV ADMIN Training					
TYRYOU	TYRONE YOUNG	19-03967	CMFO CLASSES FOR T. YOUNG, CTC	106.83	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			1,883.89		
	Department Total: TAX REVENUE ADMINISTRATION			1,883.89		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
9-01-20-150-000-209	TAX ASSESSOR Fees					
HARHAU	HARRY HAUSHALTER	19-04005	OCTOBER 2019 SERVICES RENDERED	4,097.00	0.00	
HARHAU	HARRY HAUSHALTER	19-04087	INVOICE #1116 NOVEMBER 2019	2,948.00	0.00	
				<u>7,045.00</u>		
	Extd Total: TAX ASSESSOR			7,045.00		
	Department Total: TAX ASSESSOR			7,045.00		
Department: ENGINEERING SERVICES						
Extd: ENGINEERING SERVICES						
9-01-20-165-000-209	ENGINEERING SERVICES Fees					
FREPAR	FRENCH & PARRELLO, PA	19-03177	LSRP SERVICES AT THE DPW	885.00	0.00	B

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CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-20-165-000-209	ENGINEERING SERVICES Fees		Continued			
TMASSO T & M ASSOCIATES		20-00048	LAF380849 General Engineering	17,133.14	0.00	
				18,018.14		
	Extd Total: ENGINEERING SERVICES			18,018.14		
	Department Total: ENGINEERING SERVICES			18,018.14		
	CAFR Total:			65,261.55		
Department: Planning Department						
Extd: Planning Department						
9-01-21-179-000-201	Planning Dept. General Plant					
STAPLE	STAPLES BUSINESS ADVANTAGE	19-03963	Planning office supplies 12/19	80.75	0.00	
NJAPA	AMERICAN PLANNING ASSOCIATION	19-03988	NJAPA Planning Conference	600.00	0.00	
CLACAN	CLARKE CATON HINTZ PC	19-03998	CCH PB invoices Dec 2019	3,245.00	0.00	
				3,925.75		
	Extd Total: Planning Department			3,925.75		
	Department Total: Planning Department			3,925.75		
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
9-01-21-180-000-201	PLANNING BOARD General Plant					
INSENG	INSITE ENGINEERING, LLC	19-03784	PB/ZBA Insite Invoices 2019	300.00	0.00	
INSENG	INSITE ENGINEERING, LLC	19-03828	PB/ZBA Insite Invoices	600.00	0.00	
CLACAN	CLARKE CATON HINTZ PC	19-03998	CCH PB invoices Dec 2019	579.52	0.00	
				1,479.52		
	Extd Total: PLANNING BOARD			1,479.52		
	Department Total: PLANNING BOARD			1,479.52		
	CAFR Total:			5,405.27		
Department: CODE ENFORCEMENT AND ADMIN.						
Extd: CODE ENFORCEMENT AND ADMIN.						
9-01-22-195-000-299	CODE ENFORCE Misc.					
CRAPRI	CRAFTMASTER PRINTING, INC.	19-03871	Certificates	358.99	0.00	
WBMASON	W.B.MASON CO., INC.	19-03896	office supplies	326.75	0.00	
STAPLE	STAPLES BUSINESS ADVANTAGE	19-03947	OFFICE SUPPLIES	124.49	0.00	
VERIZON	VERIZON WIRELESS	19-04006	#342269861-00001 11/4 - 12/4	78.06	0.00	
JUNLAS	JUNGLE LASERS, LLC	19-04018	INVOICE #94754 NOVEMBER 2019	475.00	0.00	
WATSPR	WATCHUNG SPRING WATER CO.,INC.	19-04064	Water & Cooler	39.95	0.00	
				1,403.24		
	Extd Total: CODE ENFORCEMENT AND ADMIN.			1,403.24		
	Department Total: CODE ENFORCEMENT AND ADMIN.			1,403.24		
Department: CONSTRUCTION CODE OFFICIAL						
Extd: CONSTRUCTION CODE OFFICIAL						
9-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)					
WBMASON	W.B.MASON CO., INC.	19-03817	OFFICE SUPPLIES	524.66	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)		Continued			
VERIZON	VERIZON WIRELESS	19-04006	#342269861-00001 11/4 - 12/4	117.10	0.00	
WBMASON	W.B.MASON CO., INC.	19-04028	STAPLER AND STAPLES	74.08	0.00	
				<u>715.84</u>		
	Extd Total: CONSTRUCTION CODE OFFICIAL			715.84		
	Department Total: CONSTRUCTION CODE OFFICIAL			715.84		
	CAFR Total:			2,119.08		
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
9-01-25-240-000-201	POLICE General Plant					
AMEUNI	AMERICAN UNIFORM & SUPPLY	19-03060	#68804RS OFFICER WASHINGTON	1,630.98	0.00	
LANASO	LANIGAN ASSOCIATES. INC.	19-03633	(1) Blackinton B329 Wallet 10K	1,035.00	0.00	
AMEUNI	AMERICAN UNIFORM & SUPPLY	19-03661	#69592RS (500) Police Patches	650.00	0.00	
ATLLOK	ATLANTIC LOCK & SAFE	19-03944	INVOICE #24821 DOOR KNOB	72.00	0.00	
STATOX	STATE TOXICOLOGY LABORATORY	19-03958	Suspicion Analysis	45.00	0.00	
LIBER010	LIBERTY SAFES OF NEW JERSEY	19-04033	#11634 Firearm Safe	1,249.00	0.00	
MONARCH	MONARCH ELECTRIC COMPANY	19-04049	#S114561518001 Wall Plate &	20.66	0.00	
SHEWIL	SHERWIN WILLIAMS	19-04086	Paint & Supplies Record Bureau	70.82	0.00	
				<u>4,773.46</u>		
9-01-25-240-000-202	POLICE Office Supplies					
STAPLE	STAPLES BUSINESS ADVANTAGE	19-03646	Office Supplies Tech Service	1,033.93	0.00	
WBMASON	W.B.MASON CO., INC.	19-03779	#S097935820 Mat, Marathon,	103.16	0.00	
WBMASON	W.B.MASON CO., INC.	19-03842	#S097899032 Office Supplies	2,449.74	0.00	
WBMASON	W.B.MASON CO., INC.	19-03923	#S0098326633 Office Supplies	426.70	0.00	
WBMASON	W.B.MASON CO., INC.	19-03924	S098336876 Office Supplies	332.97	0.00	
WBMASON	W.B.MASON CO., INC.	19-03951	GEM Map Tacks, Plastic, 3/8"	16.95	0.00	
MARWAL	MARK WALSH	19-03957	Reimbursement of Staples	10.97	0.00	
WBMASON	W.B.MASON CO., INC.	19-04030	#S0984783412 Office Supplies	168.34	0.00	
				<u>4,542.76</u>		
9-01-25-240-000-203	POLICE Motor Vehicle					
SEACHE	SEACOAST CHEVROLET OLDS-	19-02653	# Q56871 Repairs Van 25	119.99	0.00	
SEACHE	SEACOAST CHEVROLET OLDS-	19-02910	#Q57367 Transmission Car 2	2,963.40	0.00	
SEACHE	SEACOAST CHEVROLET OLDS-	19-02958	#Q57499 Front Seat Motor # 39	289.10	0.00	
SEACHE	SEACOAST CHEVROLET OLDS-	19-03011	PROGRAM TRANS CONTROL MODULE	116.00	0.00	
RICAUT	RICH'S AUTO BODY	19-03952	#11348 2011 Kia Towed to HQ	20.00	0.00	
RICAUT	RICH'S AUTO BODY	19-04037	#11365 Towed 2007 Toyota Pick	20.00	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	19-04040	#40iv040016 Repaired Car 41	607.23	0.00	
				<u>4,135.72</u>		
9-01-25-240-000-205	POLICE Animal Control Services					
SPCA	MONMOUTH COUNTY SPCA	19-03954	#2015263 Animal Control Nov.	4,700.00	0.00	
9-01-25-240-000-208	POLICE Uniform Patches					
AMEUNI	AMERICAN UNIFORM & SUPPLY	19-03725	#69687RS (200) Police Patches	300.00	0.00	
9-01-25-240-000-216	POLICE Supplies-Compu.					
ATLTOM	ATLANTIC TOMORROWS OFFICE	19-03695	Savin SPC 352DN Delivery,	1,490.00	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE	19-03696	Savin SP330SFN & Service /	1,190.00	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-25-240-000-216 EVERBR EVERBRIDGE, INC	POLICE Supplies-Compu.	19-03843	#M46020 Annual Subscription	6,460.90 9,140.90	0.00	
9-01-25-240-000-218 OPTIMUM OPTIMUM ATLLC AT&T MOBILITY LLC	POLICE Contract.Serv.	19-04032	#07866-182313-01-5 Current	259.61	0.00	
		19-04096	#287284651437 11/12 - 12/11	1,093.78 1,353.39	0.00	
9-01-25-240-000-222 JOHSTA JOHN H.STAMLER	POLICE Training	19-04031	Ambush Stress Management 12/3	50.00	0.00	
9-01-25-240-000-226 MCDONA KJK RESTAURANTS, LLC	POLICE Bd.ofPrisoners	19-03594	Blanket Prisoner Meals not to	46.99	0.00	
Extd Total: POLICE DEPARTMENT				29,043.22		
Department Total: POLICE DEPARTMENT				29,043.22		
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
9-01-25-265-000-201 AIRPUR AIR PURIFIERS, INC.	FIRE DEPT. General Plant	19-03872	QUOTE #APFD12193e Emer Svc	2,090.00	0.00	
HERCRY HERITAGE-CRYSTAL CLEAN,LLC		19-03955	Inv 16016480 monthhly drum mt	450.66	0.00	
SEAWEL SEABOARD WELDING SUPPLY, INC.		19-03995	Inv 2108527 O2 cylinders	99.00	0.00	
WESPES WESTERN PEST SERVICES		19-04061	Inv #5206985B Dec pest contro	99.00	0.00	
GRAING GRAINGER, INC.		19-04090	AA Batteries	85.70	0.00	
ATLLC AT&T MOBILITY LLC		19-04095	#287284936037 11/12 - 12/11	44.78	0.00	
ATLLC AT&T MOBILITY LLC		19-04096	#287284651437 11/12 - 12/11	1,298.80 4,167.94	0.00	
9-01-25-265-000-202 WBMASON W.B.MASON CO., INC.	FIRE DEPT. Office Supplies	19-04072	Quote #S098720846 journal bk	78.48	0.00	
9-01-25-265-000-203 EASAUT EASTERN AUTOPARTS WAREHOUSE	FIRE DEPT. Motor Vehicle	19-02066	Blanket not to exceed	233.21	0.00	B
FIRONE FIREFIGHTER ONE LIMITED		19-02966	EST #1013277 CHRG 12V 40 AMP	984.14	0.00	
ASBAUT ASBURY AUTO TOPS, INC.		19-03137	Repair seats ambulance 56, 58	600.00	0.00	
ASBAUT ASBURY AUTO TOPS, INC.		19-03519	8375/76 Seat Repairs	400.00	0.00	
DEFEME DEFENDER EMERGENCY PRODUCTS		19-03590	INVOICE #10918 LADDER TRUCK	213.84	0.00	
FIRONE FIREFIGHTER ONE LIMITED		19-03917	Inv: 10270375-charger	608.57	0.00	
EASAUT EASTERN AUTOPARTS WAREHOUSE		19-03987	Blanket PO for auto supplies	255.51	0.00	B
SEAFOR SEA BREEZE FORD INC.		19-03996	Inv # Q000284473 key for 8330	114.94 3,410.21	0.00	
9-01-25-265-000-206 MOTOR005 MOTOROLA SOLUTIONS, INC C/O	FIRE DEPT. Purchase of Equipment	19-03770	Quote #M22221	853.80	0.00	
9-01-25-265-000-214 VERITIV VERITIV OPERATING COMPANY	FIRE DEPT. Building Maintenance	19-02770	Blanket PO not to exceed	514.86	0.00	B
9-01-25-265-000-218 REVGUA REVENUE GUARD MEDICAL CLAIMS	FIRE DEPT. Contract.Serv.	19-03772	October 2019 Fees Inv. 103119	5,974.47	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-25-265-000-218	FIRE DEPT. Contract.Serv.		Continued			
REVGUA	REVENUE GUARD MEDICAL CLAIMS	19-03993	Invoice 113019 Nov. Fees	6,343.62	0.00	
VERIZON	VERIZON WIRELESS	19-04006	#342269861-00001 11/4 - 12/4	19.53	0.00	
				12,337.62		
9-01-25-265-000-229	FIRE DEPT. Medical Sup.					
VERALP	V.E. RALPH & SON, INC.	19-03777	ESCNJ Contract 17/18-40	1,437.92	0.00	
	Extd Total: FIRE DEPARTMENT			22,800.83		
	Department Total: FIRE DEPARTMENT			22,800.83		
	CAFR Total:			51,844.05		
Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
9-01-26-290-000-201	STREETS & ROAD General Plant					
MONARCH	MONARCH ELECTRIC COMPANY	19-00082	Electrical Equipment/Tools	102.70	0.00	B
SITE0005	SITEONE LANDSCAPE SUPPLY LLC	19-01526	Landscaping	1,504.41	0.00	
GRAING	GRAINGER, INC.	19-03927	Various Paint Accessories	78.18	0.00	
JOHGUI	JOHN GUIRE SUPPLY	19-03971	PMM3 55 Stihl Chain Saw Blade	199.90	0.00	
JOHGUI	JOHN GUIRE SUPPLY	19-04035	Drive Tube Assy #4182-710-7110	286.49	0.00	
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	19-04043	#159772 UPM Cold Patch Bag	370.00	0.00	
				2,541.68		
9-01-26-290-000-202	STREETS & ROAD Office Supplies					
STAPLE	STAPLES BUSINESS ADVANTAGE	19-03799	HP 85A Black Toner Cartridge	101.82	0.00	
9-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
THEHOS	THE HOSE SHOP, INC.	19-02235	Various Hoses, Tools, etc	362.42	0.00	B
GPCNA092	GPC-NAPA AUTO PARTS	19-02725	Automotive Supplies and Tools	373.92	0.00	B
CHEVAL	CHERRY VALLEY TRACTOR SALES	19-02998	Automotive Supplies and Tools	21.94	0.00	B
MODGRO	MODERN GROUP, LTD.	19-02999	Automotive Supplies and Tools	635.00	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	19-03252	Various Automotive Supplies	1,282.89	0.00	B
EDWTIR	EDWARDS TIRE CO., INC.	19-03450	Tires, Parts, Service, etc	462.52	0.00	B
CENTJER	CENTRAL JERSEY EQUIPMENT, LLC	19-03490	Automotive Supplies & Parts	1,236.49	0.00	B
NORSWE	NORTHEAST SWEEPERS & RENTALS,	19-03561	Coil, Coil Plug End & Shipping	144.68	0.00	
LACEQU	LACAL EQUIPMENT INC.	19-03743	Curtain, Strip Plate, etc	61.31	0.00	
EDWTIR	EDWARDS TIRE CO., INC.	19-03744	Firestone Tires, MT/DISMT, etc	2,615.24	0.00	
EPPTOO	EPPEY'S TOOL & EQUIPMENT	19-03757	Handle For 3120 #AFF3120K10	125.93	0.00	
NORSWE	NORTHEAST SWEEPERS & RENTALS,	19-03823	Wheel Bearings, Seal Ring, etc	6,159.20	0.00	
GPCNA091	GPC-NAPA AUTO PARTS	19-03908	55 DEF & Prem AW46 HYD Fluid	660.00	0.00	
QUAAUT	QUALITY AUTO GLASS, INC.	19-03941	Back window Green Tint, etc	340.72	0.00	
JACDOH	JACK DOHENY COMPANIES, INC.	19-03994	Swivel Joint and Shipping	218.13	0.00	
NORSWE	NORTHEAST SWEEPERS & RENTALS,	19-03999	Various Filters & Shipping Fee	170.18	0.00	
MANGEN	MANASQUAN GENERATOR	19-04024	#796418 Starter f/Leaf Machine	185.00	0.00	
				15,055.57		
9-01-26-290-000-205	STREETS & ROAD Snowstorm Expenses					
CHEMEQ	Chemical Equipment Lab of DE	19-03940	Bulk Deicing: Bristol T (Salt)	2,656.69	0.00	
9-01-26-290-000-210	STREETS & ROAD Network Fleet					
NETWOR	NETWORKFLEET, INC.	19-04041	#01974440 Monthly Bundled	3,596.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
ARMTR	ARMSTRONG TREE SERVICE LLC	19-03192	Trees, Stumps and Dead Limbs	3,000.00	0.00	
ARMTR	ARMSTRONG TREE SERVICE LLC	19-03239	Trim Shade Tree from Property	300.00	0.00	
MULSYS	MULTIFORCE SYSTEMS CORPORATION	19-03880	Software and Hardware Support	1,935.00	0.00	
VERIZON	VERIZON WIRELESS	19-04006	#342269861-00001 11/4 - 12/4	78.06	0.00	
LORCO	LORCO PETROLEUM SERVICES	19-04069	#1490018 Used Oil Removal	125.00	0.00	
ATLLC	AT&T MOBILITY LLC	19-04095	#287284936037 11/12 - 12/11	163.80	0.00	
				<u>5,601.86</u>		
9-01-26-290-000-235	STREETS & ROAD	Shade Tree Commission				
JENNI005	JENNIFER SCHIMPF	19-04021	Registration Reimbursement	50.00	0.00	
	Extd Total:	STREETS & ROADS MAINTENANCE		29,603.62		
	Department Total:	STREETS & ROADS MAINTENANCE		29,603.62		
Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
9-01-26-305-000-209	SOLID WASTE	Fees				
DELDEM	DELISA DEMOLITION, INC.	19-03621	Construction Debris Removal	6,062.64	0.00	B
DELDEM	DELISA DEMOLITION, INC.	19-03878	#174494 Trash Tipping Fees	28,604.98	0.00	
TRECTY	TREASURER CTY OF MONMOUTH	19-03883	#53297 Reclamation Center	2,360.85	0.00	
OHAG	OHAGAN NURSERY COMPOST DIVISIO	19-03930	#AP12062019 Raw Leaves, DEL	1,746.00	0.00	
RUBREC	RUBBERCYCLE LLC	19-04025	#84767 Tires, Delivered 12/10	50.00	0.00	
OHAG	OHAGAN NURSERY COMPOST DIVISIO	19-04026	#AP12132019 Raw Leaves	1,164.00	0.00	
DELDEM	DELISA DEMOLITION, INC.	19-04034	#174768 Trash Tipping Fees	29,304.72	0.00	
				<u>69,293.19</u>		
	Extd Total:	SOLID WASTE COLLECTION		69,293.19		
	Department Total:	SOLID WASTE COLLECTION		69,293.19		
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
9-01-26-310-000-201	BUILDING & GND	General Plant				
CAMSUP	CAMPBELL SUPPLY COMPANY INC.	19-03374	Galvanized HM Doors, etc	1,100.00	0.00	
NEWIRON	NEWARK IRONBOUND ELECTRICAL	19-03793	17W T8 735 Fluorence Bulb	79.50	0.00	
NEWIRON	NEWARK IRONBOUND ELECTRICAL	19-03976	110W LED Retro Area Lite	552.96	0.00	
				<u>1,732.46</u>		
9-01-26-310-000-218	BUILDING & GND	Contract.Serv.				
TERPES	THE TERMINIX INTERNATIONAL CO	19-04042	#392051164 Pest Control 12/03	160.00	0.00	
	Extd Total:	BUILDINGS & GROUNDS		1,892.46		
	Department Total:	BUILDINGS & GROUNDS		1,892.46		
	CAFR Total:			100,789.27		
Department: SOCIAL SERVICES:						
Extd: SOCIAL SERVICES:						
9-01-27-345-000-201	SOCIAL SERVICES	General Plant				
WBMASON	W.B.MASON CO., INC.	19-03268	Locking Cabinet/office supplie	312.89	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-27-345-000-201	SOCIAL SERVICES General Plant		Continued			
WBMASON W.B.MASON CO., INC.	19-03863 Office Supplies			167.40	0.00	
				480.29		
9-01-27-345-000-203	SOCIAL SERVICES Motor Vehicle					
EDWTIR EDWARDS TIRE CO., INC.	19-03899 Tires Ford Explorer			503.08	0.00	
9-01-27-345-000-299	SOCIAL SERVICES Misc.					
SHORIT SAKER SHOPRITE, INC.	19-03607 Supplies for Kwanzaa/ soc serv			95.90	0.00	
TORJOR TORREN JORDAN	19-03824 DJ,Sound Service for Kwanzaa			230.00	0.00	
MARCFUCH MARC FUCHS AKA/M'ZUME	19-03841 African Drummers for Kwanzaa			150.00	0.00	
				475.90		
	Extd Total: SOCIAL SERVICES:			1,459.27		
	Department Total: SOCIAL SERVICES:			1,459.27		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
9-01-27-350-000-201	SENIOR CENTER General Plant					
ATLAN005 ATLANTIC RESTAURANT REPAIR	19-03501 Ice Machine Repair			185.00	0.00	
WBMASON W.B.MASON CO., INC.	19-03949 PolandSpring Water 5gal (5)			47.45	0.00	
WBMASON W.B.MASON CO., INC.	19-04017 MaintenanceBathroomSupplies,			241.90	0.00	
OPTIMUM OPTIMUM	19-04058 Cable Service December			8.33	0.00	
				482.68		
9-01-27-350-000-203	SENIOR CENTER Motor Vehicle					
EDWTIR EDWARDS TIRE CO., INC.	19-03237 Bus Tires			2,532.26	0.00	
9-01-27-350-000-299	SENIOR CENTER Misc.					
BODYB005 BODY BY BEY	19-03207 Strength n FitnessClass 4thQtr			200.00	0.00	B
WBMASON W.B.MASON CO., INC.	19-04045 Recreation Paper Supplies			181.84	0.00	
				381.84		
	Extd Total: SENIOR CENTER			3,396.78		
	Department Total: SENIOR CENTER			3,396.78		
	CAFR Total:			4,856.05		
Department: RECREATION SERVICES & PROGRAM						
Extd: RECREATION SERVICES & PROGRAM						
9-01-28-370-000-299	RECREATION Misc.					
IPLAY IPLAY AMERICA, LLC	19-01929 summer camp activity			1,183.34	0.00	B
EDWTIR EDWARDS TIRE CO., INC.	19-03004 new tires for rec van			469.20	0.00	
CRAPRI CRAFTMASTER PRINTING, INC.	19-03870 city envelopes			64.00	0.00	
WBMASON W.B.MASON CO., INC.	19-03918 candycanes-tree light/supplies			152.63	0.00	
TYRMCA TYRON R. MCALLISTER	19-03948 dj for holiday party			400.00	0.00	

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CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-28-370-000-299	RECREATION Misc.		Continued			
ATLLC AT&T MOBILITY LLC		19-04093	#287286595693 11/12 - 12/11	55.10	0.00	
				2,324.27		
	Extd Total: RECREATION SERVICES & PROGRAM			2,324.27		
	Department Total: RECREATION SERVICES & PROGRAM			2,324.27		
	CAFR Total:			2,324.27		
Department: LIGHTING						
Extd: LIGHT, HEAT & POWER						
9-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
JCPL JCPL		19-04085	#100 137 343 735 11/20 - 12/18	232.64	0.00	
NJNATU N.J. NATURAL GAS CO.		19-04098	#07-3132-1100-1Y 11/12 - 12/13	10,327.08	0.00	
JCPL JCPL		19-04099	#100 082 843 473 11/22 - 12/20	39.03	0.00	
JCPL JCPL		19-04101	#100 102 383 567 11/22 - 12/23	1,301.54	0.00	
JCPL JCPL		19-04103	#100 015 397 225 11/22 - 12/23	8,127.08	0.00	
				20,027.37		
	Extd Total: LIGHT, HEAT & POWER			20,027.37		
Extd: STREET&TRAFFIC LIGHTING						
9-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL JCPL		19-04022	#100 069 292 652 10/25 - 11/26	304.81	0.00	
JCPL JCPL		19-04094	#100 011 673 256 11/20 - 12/18	16,821.27	0.00	
JCPL JCPL		19-04099	#100 082 843 473 11/22 - 12/20	646.56	0.00	
JCPL JCPL		19-04101	#100 102 383 567 11/22 - 12/23	2,009.14	0.00	
JCPL JCPL		19-04103	#100 015 397 225 11/22 - 12/23	318.54	0.00	
				20,100.32		
	Extd Total: STREET&TRAFFIC LIGHTING			20,100.32		
	Department Total: LIGHTING			40,127.69		
Department: GASOLINE						
Extd: GASOLINE						
9-01-31-460-000-299	GASOLINE Misc.					
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC		19-02735	Unleaded RFG and Diesel Fuel	5,404.99	0.00	B
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC		19-03403	Unleaded RFG and Diesel Fuel	6,252.10	0.00	B
				11,657.09		
	Extd Total: GASOLINE			11,657.09		
	Department Total: GASOLINE			11,657.09		
	CAFR Total:			51,784.78		
Department: MUNICIPAL COURT						
Extd: MUNICIPAL COURT						
9-01-43-490-000-202	MUNIC COURT Office Supplies					
LAWDIA LAWYERS DIARY AND MANUAL LLC		19-02984	2020 lawyers diary	122.25	0.00	
CRAPRI CRAFTMASTER PRINTING, INC.		19-03887	ats/acs mailers 10 cartons	1,825.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-43-490-000-202	MUNIC COURT Office Supplies		Continued			
CRAPRI CRAFTMASTER PRINTING, INC.	19-03916 new dwi laws 12/1/19/forms			430.00	0.00	
				2,377.25		
9-01-43-490-000-219	MUNIC COURT Judges Fees					
MICHA015 MICHAEL G. CELLI JR	19-04046 acting judge 12/20/19			500.00	0.00	
9-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA BEATRIZ C. CRANEY	19-03837 interpreter 11/15,11/22, 2019			270.00	0.00	
BEACRA BEATRIZ C. CRANEY	19-04020 SERVICES RENDERED DECEMBER 19			495.00	0.00	
				765.00		
	Extd Total: MUNICIPAL COURT			3,642.25		
	Department Total: MUNICIPAL COURT			3,642.25		
	CAFR Total:			3,642.25		
	Fund Total: CURRENT			288,026.57		
Fund:	BEACH					
Department:	BEACH UTILITY O/E: OTHER EXPENSES:					
Extd:	BEACH UTILITY O/E: OTHER EXPENSES:					
9-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
GRAING GRAINGER, INC.	19-01491 Various Supplies and Tools			35.76	0.00	B
CENTJER CENTRAL JERSEY EQUIPMENT, LLC	19-02344 Labor, Material and Supplies			1,324.35	0.00	B
FISSUP FISHERMAN'S SUPPLY LLC	19-03288 Lifeguard Safety Equipment			3,510.50	0.00	
CAMSUP CAMPBELL SUPPLY COMPANY INC.	19-03327 Doors, Frames and Hardware			790.00	0.00	
JOHGUI JOHN GUIRE SUPPLY	19-03804 RedMax Power Unit & Sweeper			527.92	0.00	
JESCO JESCO, INC.	19-04078 #H98463 Travel Time & Mileage			975.00	0.00	
OPTIMUM OPTIMUM	19-04082 Account No. 07866-197754-01-4			157.13	0.00	
ATLLC AT&T MOBILITY LLC	19-04095 #287284936037 11/12 - 12/11			44.63	0.00	
				7,365.29		
9-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
JCPL JCPL	19-04085 #100 137 343 735 11/20 - 12/18			215.68	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			7,580.97		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			7,580.97		
	CAFR Total:			7,580.97		
	Fund Total: BEACH			7,580.97		
Fund:	PARKING UTILITY: BUDGET:					
Department:	PARKING UTILITY O/E: OTHER EXPENSES:					
Extd:	PARKING UTILITY O/E: OTHER EXPENSES:					
9-06-55-502-000-201	PARKING UTILITY O/E: General Plant					
GLESUP GLENCO SUPPLY INC.	19-03458 Folding Stop Signs, Oneway,etc			3,700.00	0.00	
PASPOR PASSPORT LABS, INC.	19-03705 #INV-1007696 Oct 2019 Tran Fee			14,550.00	0.00	
IPSGRO IPS GROUP, INC.	19-03961 #47222 Permit Fees Nov 2019			218.93	0.00	
PARKM005 PARKMOBILE USA, LLC	19-03966 #INV15300 Trans Fees Nov 2019			1,249.50	0.00	
TRALIN TRAFFIC LINES, INC.	19-04008 #20008 Striping Nov 2019			4,907.10	0.00	
CRAPRI CRAFTMASTER PRINTING, INC.	19-04009 #10943 PermitMap ParkingOffice			25.00	0.00	
PASPOR PASSPORT LABS, INC.	19-04013 #INV1008410 Trans Fee Nov 2019			12,731.10	0.00	
WATSPR WATCHUNG SPRING WATER CO.,INC.	19-04014 #113125 Water Service Parking			14.54	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-06-55-502-000-201	PARKING UTILITY O/E: General Plant		Continued			
OPTIMUM OPTIMUM		19-04067	#07866-196915-01-3 Dec 2019	128.05	0.00	
ATMOB AT&T MOBILITY		19-04100	#287260245452 11/20 - 12/19	232.44	0.00	
				<u>37,756.66</u>		
9-06-55-502-000-203	PARKING UTILITY: Credit Card Line Fees					
TIMOT005 TIMOTHY HAAHS & ASSOCIATES, INC		19-03346	CBD PARKING STRUCTURE SERVICES	56,840.48	0.00	B
	Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:			94,597.14		
	Department Total: PARKING UTILITY O/E: OTHER EXPENSES:			94,597.14		
	CAFR Total:			94,597.14		
	Fund Total: PARKING UTILITY: BUDGET:			94,597.14		
Fund:	SEWER UTILITY: BUDGET:					
Department:	SEWER UTILITY O/E: OTHER EXPENSES:					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
9-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
THEHAR THE HARDWARE STORE		19-00127	Various Tools, Parts, etc	109.44	0.00	B
JEMIND JEM INDUSTRIAL SERVICES, INC.		19-01358	Various Supplies	203.00	0.00	B
JEMIND JEM INDUSTRIAL SERVICES, INC.		19-03728	Formula 54 Lubricant, etc	1,271.76	0.00	
HACCEM HACH COMPANY		19-03742	Secondary Gel Standard Set	424.63	0.00	
NJWEA NJ WATER ENVIRONMENT ASSOC.		19-03796	NJWEA 2019 October Seminar	65.00	0.00	
GRAING GRAINGER, INC.		19-03897	Bench Grinder and Safety Guard	600.50	0.00	
GRAING GRAINGER, INC.		19-04003	Various Cordless Tools, etc	129.00	0.00	
ANSWER ANSERCOMM COMMUNICATIONS		19-04023	#M4541-120919 Answering Svcs	163.27	0.00	
OPTIMUM OPTIMUM		19-04063	Account No. 07866-152521-04-4	99.89	0.00	
MONVOC MON.CTY.VOCATIONAL SCH.DST.		19-04075	Registration Fee - Schweikert	300.00	0.00	
ATLLC AT&T MOBILITY LLC		19-04095	#287284936037 11/12 - 12/11	89.26	0.00	
				<u>3,455.75</u>		
9-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJNATU N.J. NATURAL GAS CO.		19-04098	#07-3132-1100-1Y 11/12 - 12/13	7,016.93	0.00	
9-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
GENINC GENSERVE, LLC		19-01823	Power Maintenance Agreement	980.00	0.00	
AMERI005 AMERICAN AQUATIC TESTING, INC.		19-02743	Acute whole Effluent Toxicity	1,150.00	0.00	B
HERCRY HERITAGE-CRYSTAL CLEAN, LLC		19-03960	#16016569 Tank Unit 35GAL, etc	535.52	0.00	
WINCOR WINZER CORPORATION		19-03974	Various Tool Rm/Shop Supplies	1,925.72	0.00	
GENINC GENSERVE, LLC		19-03979	#0181325 A Service Fairfield	705.00	0.00	
				<u>5,296.24</u>		
9-07-55-502-000-220	SEWER UTILITY O/E: Accounting					
NJAMER N.J. AMERICAN WATER CO.		19-04089	Usage data 4000182648 12/23/19	390.80	0.00	
9-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
RUSREI RUSSELL REID WASTE HAULING &		19-03982	#5777418 Sludge Transportation	11,283.70	0.00	
PASVAL PASSAIC VALLEY SEWERAGE COM.		19-03983	#517073 Liquid Waste Disposal	9,073.75	0.00	
				<u>20,357.45</u>		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-07-55-502-000-230	SEWER UTILITY O/E: Hypochlorite					
JCIJ0005 JCI JONES CHEMICALS, INC.		19-03811	Hypochlorite Solution, SS150	3,150.00	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			39,667.17		
	Department Total: SEWER UTILITY O/E: OTHER EXPENSES:			39,667.17		
	CAFR Total:			39,667.17		
	Fund Total: SEWER UTILITY: BUDGET:			39,667.17		
	Year Total:			429,871.85		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Various Road Improv. 2017-30					
C-04-55-998-170-001	Var. Road Improv. Section 20 2017-30					
TMASSO T & M ASSOCIATES		17-03316	LAF329167 Heck St.Improv.	3,756.02	0.00	B
	Extd Total: Various Road Improv. 2017-30			3,756.02		
C-04-55-998-173-003	Deal Lake Drive Improvements					
BLAROC BLACK ROCK ENTERPRISES LLC		19-01953	Reso 2019-193 Deal Lake Dr.	214,037.14	0.00	B
C-04-55-998-173-01	Section 20 Costs					
TMASSO T & M ASSOCIATES		18-01473	Deal Lake Improvements	37,200.16	0.00	B
	Extd Total:			251,237.30		
Extd:	2019 Ord. 2019-9 Var. Capital Improv.					
C-04-55-998-177-008	Fire Truck					
NJFIRE NJ FIRE EQUIPMENT COMPANY		19-03339	QUOTE #6785 AIR PACKS	64,617.50	0.00	
C-04-55-998-177-010	Fire Pick Up Truck					
VIRTUAL VIRTUAL F/X LLC		19-03855	Vehicle Graphics-8399/8390	1,190.00	0.00	
C-04-55-998-177-011	Administration IT					
SHIINT SHI INTERNATIONAL CORP		19-02728	Q#17567570 - Laptop	1,014.89	0.00	
	Extd Total: 2019 Ord. 2019-9 Var. Capital Improv.			66,822.39		
	Department Total:			321,815.71		
	CAFR Total:			321,815.71		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			321,815.71		
Fund:	SEWER CAPITAL FUND BUDGET:					
Extd:	Ord. 2019-13 Acquisition of RBC's					
C-08-55-529-019-001	Acquisition of RBC's					
DAREQU DARLINGTON EQUIPMENT CO.		19-01516	PARTS FOR REBUILDING OF RBC'S	31,900.00	0.00	
	Extd Total: Ord. 2019-13 Acquisition of RBC's			31,900.00		
	Department Total:			31,900.00		
	CAFR Total:			31,900.00		
	Fund Total: SEWER CAPITAL FUND BUDGET:			31,900.00		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: PARKING CAPITAL						
Department: Ord. 2019-7 Parking Utility Improvements						
Extd: Ord. 2019-7 Parking Utility Improvements						
C-09-17-903-000-901	Section 20 Soft Costs					
TMASSO T & M ASSOCIATES		19-03697	Reso 2019-328 Asbury/Ridge	16,209.50	0.00	B
	Extd Total: Ord. 2019-7 Parking Utility Improvements			16,209.50		
	Department Total: Ord. 2019-7 Parking Utility Improvements			16,209.50		
	CAFR Total:			16,209.50		
	Fund Total: PARKING CAPITAL			16,209.50		
Fund: BEACH CAPITAL FUND BUDGET:						
Extd: Ord. 2019-42 Beach Utility Improv.						
C-10-55-101-102-001	Section 20 Costs					
TMASSO T & M ASSOCIATES		19-03698	Reso 2019-327 Lifeguard Stat.	11,191.00	0.00	B
	Extd Total: Ord. 2019-42 Beach Utility Improv.			11,191.00		
	Department Total:			11,191.00		
	CAFR Total:			11,191.00		
	Fund Total: BEACH CAPITAL FUND BUDGET:			11,191.00		
	Year Total:			381,116.21		
Fund: GRANT FUND BUDGET:						
G-02-43-871-016-218	Brownfields Petroleum Assessment					
BRORED BROWNFIELD REDEVELOPMENT		19-03956	Drawdown #31 Haz. Assessm.	3,791.85	0.00	
	Extd Total:			3,791.85		
	Department Total:			3,791.85		
G-02-43-873-017-200	Brownfields Assessment Grant					
BRORED BROWNFIELD REDEVELOPMENT		19-03956	Drawdown #31 Haz. Assessm.	1,331.85	0.00	
	Extd Total:			1,331.85		
	Department Total:			1,331.85		
G-02-43-886-018-200	2018 Mental Health Grant					
HOMDRU HOME DRUG PHARMACY		18-03517	Medication Assistance clients	15.00	0.00	B
	Extd Total:			15.00		
	Department Total:			15.00		
G-02-43-907-019-200	Mental Health Grant					
VISNUR VISITING NURSES ASSN. OF CENTR		19-00240	VNA Annual Contract Nursing	4,166.66	0.00	B
CARSUR CARLTON SURGICAL SUPPLY		19-03516	Nursing Supplies	102.70	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
G-02-43-907-019-200	Mental Health Grant		Continued			
RUTUNV RUTGERS UNIVERSITY		19-04048	Continuing Education	90.00	0.00	
				4,359.36		
	Extd Total:			4,359.36		
	Department Total:			4,359.36		
	CAFR Total:			9,498.06		
	Fund Total: GRANT FUND BUDGET:			9,498.06		
	Year Total:			9,498.06		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Extd:	2018 CDBG Allotment					
T-17-75-850-850-004	Community Events					
ASBROA ASBURY PARK ROASTERY		19-03973	cocoa for tree lighting	80.00	0.00	
	Extd Total: 2018 CDBG Allotment			80.00		
	Department Total:			80.00		
	CAFR Total:			80.00		
Extd:	2019 CDBG Allotment					
T-17-76-850-850-007	2019 Community Events					
WBMASON W.B.MASON CO., INC.		19-03921	beverages for community lunch	268.35	0.00	
ATTHE AT THE TABLE LLC		19-04000	food for community luncheon	6,939.10	0.00	
CRAPRI CRAFTMASTER PRINTING, INC.		19-04001	fliers for community luncheon	251.90	0.00	
				7,459.35		
	Extd Total: 2019 CDBG Allotment			7,459.35		
	Department Total:			7,459.35		
	CAFR Total:			7,459.35		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			7,539.35		
Fund:	TRUST OTHER					
Extd:	5 YR EMERGENCY					
T-20-56-850-875-801	Reserve for DCA Training Fees					
NJDEPC NJ DEPT. OF COMMUNITY AFFAIRS		20-00007	4TH QUARTER DCA FEES 2019	7,681.00	0.00	
	Extd Total: 5 YR EMERGENCY			7,681.00		
	Department Total:			7,681.00		
	CAFR Total:			7,681.00		
	Fund Total: TRUST OTHER			7,681.00		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-419-000-299	1105 MAIN ST-INSPECTION FEE(DOLLAR TREE)					
INSENG INSITE ENGINEERING, LLC		19-03828	PB/ZBA Insite Invoices	740.30	0.00	

Attachment: Bill List 1-22-20 (2020-66 : Payment of Bills)

January 16, 2020
01:36 PM

CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-419-000-299	1105 MAIN ST-INSPECTION FEE(DOLLAR TREE) Continued					
INSENG	INSITE ENGINEERING, LLC	19-03964	Insite bulk PB/ZB invoices	578.42	0.00	
				<u>1,318.72</u>		
	Extd Total:			1,318.72		
	Department Total:			1,318.72		
T-21-00-425-000-299	RENAISSANCE-INSPECTION(MICHAELS DEV.)					
INSENG	INSITE ENGINEERING, LLC	19-03964	Insite bulk PB/ZB invoices	284.50	0.00	
	Extd Total:			284.50		
	Department Total:			284.50		
T-21-00-431-000-299	1206 COMSTOCK STREET (SARA NORDSTROM)					
INSENG	INSITE ENGINEERING, LLC	19-03784	PB/ZBA Insite Invoices 2019	950.00	0.00	
INSENG	INSITE ENGINEERING, LLC	19-03828	PB/ZBA Insite Invoices	100.00	0.00	
				<u>1,050.00</u>		
	Extd Total:			1,050.00		
	Department Total:			1,050.00		
T-21-00-443-000-299	1519 3RD AVENUE(3 SUNSET DRIVE,LLC)					
TMASSO	T & M ASSOCIATES	19-03990	T&M Invoice LAF371329	462.00	0.00	
	Extd Total:			462.00		
	Department Total:			462.00		
T-21-00-452-000-299	1000 GRAND AVE(VALLARIO PROPERTIES, LLC)					
INSENG	INSITE ENGINEERING, LLC	19-03784	PB/ZBA Insite Invoices 2019	1,875.00	0.00	
INSENG	INSITE ENGINEERING, LLC	19-03828	PB/ZBA Insite Invoices	600.00	0.00	
				<u>2,475.00</u>		
	Extd Total:			2,475.00		
	Department Total:			2,475.00		
T-21-00-453-000-299	1006 1/2 SUNSET AVENUE (MORE SHORE, LLC)					
INSENG	INSITE ENGINEERING, LLC	19-03784	PB/ZBA Insite Invoices 2019	775.00	0.00	
	Extd Total:			775.00		
	Department Total:			775.00		
T-21-00-456-000-299	PARKVIEW AP(INTERFAITH NEIGHBORS)					
INSENG	INSITE ENGINEERING, LLC	19-03786	PB Insite Invoice 18310	1,170.00	0.00	
INSENG	INSITE ENGINEERING, LLC	19-03964	Insite bulk PB/ZB invoices	2,908.00	0.00	
				<u>4,078.00</u>		
	Extd Total:			4,078.00		
	Department Total:			4,078.00		

Attachment: Bill List 1-22-20 (2020-66 : Payment of Bills)

January 16, 2020
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CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-466-000-299	215 1ST AVE(REGIONAL DEVELOPMENT GROUP)					
INSENG	INSITE ENGINEERING, LLC	19-03828	PB/ZBA Insite Invoices	3,325.00	0.00	
	Extd Total:			3,325.00		
	Department Total:			3,325.00		
T-21-00-468-000-299	722-724 COOKMAN(C&C COOKMAN DEVELOPMENT)					
INSENG	INSITE ENGINEERING, LLC	19-03784	PB/ZBA Insite Invoices 2019	1,575.00	0.00	
	Extd Total:			1,575.00		
	Department Total:			1,575.00		
Department: PERS						
T-21-00-471-000-299	ASBURY PARK BEACH CLUB(ASBURY PARTNERS)					
INSENG	INSITE ENGINEERING, LLC	19-03784	PB/ZBA Insite Invoices 2019	8,050.00	0.00	
INSENG	INSITE ENGINEERING, LLC	19-03828	PB/ZBA Insite Invoices	1,400.00	0.00	
INSENG	INSITE ENGINEERING, LLC	19-03964	Insite bulk PB/ZB invoices	500.00	0.00	
CLACAN	CLARKE CATON HINTZ PC	19-04002	December CCH invoices	984.52	0.00	
				<u>10,934.52</u>		
	Extd Total:			10,934.52		
	Department Total: PERS			10,934.52		
T-21-00-473-000-299	1156 SPRINGWOOD-INSPECTIONS(INTERFAITH)					
INSENG	INSITE ENGINEERING, LLC	19-03964	Insite bulk PB/ZB invoices	700.00	0.00	
	Extd Total:			700.00		
	Department Total:			700.00		
Department: PFRS						
T-21-00-475-000-299	700 MAIN(INSPECTION)(NJ CONTRACTING,LLC)					
INSENG	INSITE ENGINEERING, LLC	19-03784	PB/ZBA Insite Invoices 2019	200.00	0.00	
	Extd Total:			200.00		
	Department Total: PFRS			200.00		
T-21-00-482-000-299	1201 MONROE(INSPECTION)(K&M CONTRACTING)					
INSENG	INSITE ENGINEERING, LLC	19-03964	Insite bulk PB/ZB invoices	478.42	0.00	
	Extd Total:			478.42		
	Department Total:			478.42		
T-21-00-485-000-299	1200 MONROE AVENUE(BOYS&GIRLS CLUB)					
INSENG	INSITE ENGINEERING, LLC	19-03828	PB/ZBA Insite Invoices	1,100.00	0.00	
INSENG	INSITE ENGINEERING, LLC	19-03964	Insite bulk PB/ZB invoices	500.00	0.00	

Attachment: Bill List 1-22-20 (2020-66 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-485-000-299 CLACAN CLARKE CATON	1200 MONROE AVENUE(BOYS&GIRLS CLUB) HINTZ PC	19-04002	Continued December CCH invoices	110.00 <u>1,710.00</u>	0.00	
	Extd Total:			1,710.00		
	Department Total:			1,710.00		
T-21-00-489-000-299 INSENG INSITE ENGINEERING, LLC	507 BOND STREET(EAGON BROS. PARTNERSHIP) 19-03828 PB/ZBA Insite Invoices	19-03828		1,825.00	0.00	
	Extd Total:			1,825.00		
	Department Total:			1,825.00		
Department: MUNIC COURT						
T-21-00-490-000-299 CLACAN CLARKE CATON	1601 ASBURY(JERSEY SHORE COMMUNITY CTR.) HINTZ PC	19-04002	December CCH invoices	1,839.77	0.00	
	Extd Total:			1,839.77		
	Department Total: MUNIC COURT			1,839.77		
T-21-00-492-000-299 CLACAN CLARKE CATON	1121 ASBURY AVE(1121 ASBURY PARK RC,LLC) HINTZ PC	19-04002	December CCH invoices	330.00	0.00	
	Extd Total:			330.00		
	Department Total:			330.00		
T-21-00-493-000-299 CLACAN CLARKE CATON	1511 PARK AVENUE(JAMES CONDOS) HINTZ PC	19-04002	December CCH invoices	330.00	0.00	
	Extd Total:			330.00		
	Department Total:			330.00		
T-21-00-494-000-299 INSENG INSITE ENGINEERING, LLC	202 7TH AVE(202 7TH AVE, LLC/P.FASANO) 19-03828 PB/ZBA Insite Invoices	19-03828		1,050.00	0.00	
CLACAN CLARKE CATON	HINTZ PC	19-04002	December CCH invoices	<u>717.52</u> 1,767.52	0.00	
	Extd Total:			1,767.52		
	Department Total:			1,767.52		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			35,458.45		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			35,458.45		
Fund: ISTAR-2 ESCROW FUND:						
T-42-56-850-850-802 ANSZAR ANSELL,GRIMM & AARON, P.C.	ISTAR-2 ESCROW - Miscellaneous 19-04057 PROFESSIONAL SERVICES RENDERED	19-04057		1,685.00	0.00	
	Extd Total:			1,685.00		
	Department Total:			1,685.00		
	CAFR Total:			1,685.00		
	Fund Total: ISTAR-2 ESCROW FUND:			1,685.00		

Attachment: Bill List 1-22-20 (2020-66 : Payment of Bills)

January 16, 2020
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CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: CITY OF ASBURY PARK REDEVELOPMENT ESCROW						
T-48-56-850-000-818	215 1ST AVE(REGIONAL DEVELOPMENT GROUP)					
MARFAL MARAZITI FALCON, LLP		19-04071	PROFESSIONAL SERVICES RENDERED	2,405.00	0.00	
	Extd Total:			2,405.00		
	Department Total:			2,405.00		
	CAFR Total:			2,405.00		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			2,405.00		
	Year Total:			54,768.80		
Total Charged Lines: 531 Total List Amount: 2,118,900.19 Total Void Amount: 0.00						

Attachment: Bill List 1-22-20 (2020-66 : Payment of Bills)

Totals by Year-Fund		Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
Fund Description	Fund						
CURRENT	0-01	1,243,645.27	0.00	1,243,645.27	0.00	0.00	1,243,645.27
CURRENT	9-01	288,026.57	0.00	288,026.57	0.00	0.00	288,026.57
BEACH	9-05	7,580.97	0.00	7,580.97	0.00	0.00	7,580.97
PARKING UTILITY:	9-06	94,597.14	0.00	94,597.14	0.00	0.00	94,597.14
SEWER UTILITY: BU	9-07	39,667.17	0.00	39,667.17	0.00	0.00	39,667.17
Year Total:		429,871.85	0.00	429,871.85	0.00	0.00	429,871.85
GENERAL CAPITAL F	C-04	321,815.71	0.00	321,815.71	0.00	0.00	321,815.71
SEWER CAPITAL FUN	C-08	31,900.00	0.00	31,900.00	0.00	0.00	31,900.00
PARKING CAPITAL	C-09	16,209.50	0.00	16,209.50	0.00	0.00	16,209.50
BEACH CAPITAL FUN	C-10	11,191.00	0.00	11,191.00	0.00	0.00	11,191.00
Year Total:		381,116.21	0.00	381,116.21	0.00	0.00	381,116.21
GRANT FUND BUDGET	G-02	9,498.06	0.00	9,498.06	0.00	0.00	9,498.06
COMMUNITY DEVELOP	T-17	7,539.35	0.00	7,539.35	0.00	0.00	7,539.35
TRUST OTHER	T-20	7,681.00	0.00	7,681.00	0.00	0.00	7,681.00
PLANNING & ZONING	T-21	35,458.45	0.00	35,458.45	0.00	0.00	35,458.45
ISTAR-2 ESCROW FU	T-42	1,685.00	0.00	1,685.00	0.00	0.00	1,685.00
CITY OF ASBURY PA	T-48	2,405.00	0.00	2,405.00	0.00	0.00	2,405.00
Year Total:		54,768.80	0.00	54,768.80	0.00	0.00	54,768.80
Total of All Funds:		2,118,900.19	0.00	2,118,900.19	0.00	0.00	2,118,900.19

Attachment: Bill List 1-22-20 (2020-66 : Payment of Bills)

January 22, 2020 Council Meeting:

Balance Brought Forward from Total List Amount	\$ 2,118,900.19
Maraziti Falcon	31,621.17
Ansell, Grimm & Aaron	10,513.24
Tracy Lizardi	25.00
Monmouth County Clerk	8.00
	\$ 2,161,067.60



RESOLUTION NO. 2020-67

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

RESOLUTION OF THE CITY OF ASBURY PARK TO ENTER INTO AN ESCROW AGREEMENT WITH SACKMAN ENTERPRISES OF NJ, LLC FOR 574 COOKMAN AVENUE (BLOCK 3105, LOT 6), 605 MATTISON AVENUE (BLOCK 2509, LOT 3, AND 710 MATTISON AVENUE (BLOCK 2402, LOT 3)

WHEREAS, the City of Asbury Park (the "City ") is empowered, pursuant to the provisions of N.J.S.A. 40A:12A-1 *et seq.*, to declare certain properties located within the City as areas in need of redevelopment, and to adopt and implement redevelopment plans, and carry out redevelopment projects; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-4, a municipality may designate a redevelopment entity for purposes of undertaking municipal redevelopment efforts, as prescribed in the LRHL, or may execute those responsibilities directly as a redevelopment entity; and

WHEREAS, in 2002, the City formally designated, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* (the "Act"), an eleven block area bounded by Main Street, Summerfield Avenue, Grand Avenue, and Lake Avenue as an "area in need of redevelopment" (the "Central Business District"); and

WHEREAS, on June 26, 2003, the City Council adopted Ordinance No. 2646 entitled "An Ordinance Establishing a Central Business District Redevelopment Plan for the City of Asbury Park" establishing, pursuant to the Act, a plan (the "Redevelopment Plan") for the redevelopment of the Central Business District; and

WHEREAS, Sackman Enterprises of NJ, LLC (the "Redeveloper") on behalf of Seacoast Realty LLC, APB Realty LLC, and Asbury Entertainment Facilities II, LLC, desires to develop the properties located at 574 Cookman Avenue (Block 3105, Lot 6), 605 Mattison Avenue (Block 2509, Lot 3, and 710 Mattison Avenue (Block 2402, Lot 3), all located in the Central Business District (the "Project Sites"); and

WHEREAS, the Redeveloper has agreed to fund an escrow, pursuant to the attached Escrow Agreement, to reimburse the City for costs incurred by the City in the review of Redeveloper's proposals for redevelopment; development of any amendments to the redevelopment plan necessary for the proposed projects by the Redeveloper; and negotiation

and execution of a redevelopers agreement; and for such other costs as the Parties may agree including, without limitation, and in the City's sole discretion the utilization of Redevelopment Area Bonds for the proposed projects of Redeveloper; and

NOW, THEREFORE, BE IT RESOLVED by the City of Asbury Park, County of Monmouth, State of New Jersey that

1. The Mayor is hereby authorized and directed to execute and deliver the Agreement in the faith attached hereto as Exhibit "A".
2. This Resolution shall become effective immediately pursuant to law.
3. A copy of this resolution shall be sent to:
 1. Cecilia I. Lassiter, Esquire of Sill Cummis and Gross, LLC
 2. David Weinstein, Esquire, Archer & Greiner P.C.
 3. Michele Alonso, PP, AICP, Director of Planning and Redevelopment

I, MELODY HARTSGROVE, Deputy 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. 2020-67 which was finally adopted by the City Council at a meeting held on the 22nd day of January, 2020

CERTIFIED BY ME THIS 23rd DAY OF January, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK

**AGREEMENT TO
PROVIDE FOR PAYMENT OF ADMINISTRATIVE COSTS**

This **AGREEMENT**, made this ____ day of _____, 2020 ("the Effective Date"), by and between the **CITY OF ASBURY PARK** (the "City") , a New Jersey municipal corporation with offices at One Municipal Plaza, Asbury Park, NJ 07112 and **Sackman Enterprises of NJ** ("Redeveloper"), a Limited Liability Corporation with offices at 513 Cookman Ave, Asbury Park, NJ 07712, (singularly, a "Party," collectively referred to as "the Parties").

RECITALS

WHEREAS, the City is empowered, pursuant to the provisions of the Local Redevelopment and Housing Law, as amended and supplemented, N.J.S.A. 40A:12A-1 et seq. ("the LRHL"), to declare certain properties located within the City as areas in need of redevelopment, and to adopt and implement redevelopment plans, and carry out redevelopment projects; and

WHEREAS, in 2002, the City formally designated, pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "Act"), an eleven block area bounded by Main Street, Summerfield Avenue, Grand Avenue, and Lake Avenue as an "area in need of redevelopment" (the "Central Business District"); and

WHEREAS, on June 26, 2003, the City Council adopted Ordinance No. 2646 entitled "An Ordinance Establishing a Central Business District Redevelopment Plan for the City of Asbury Park" establishing, pursuant to the Act, a plan (the "Redevelopment Plan") for the redevelopment of the Central Business District; and

WHEREAS, **Sackman Enterprises of NJ , LLC** (the "Redeveloper") on behalf of Seacoast Realty LLC, APB Realty LLC, and Asbury Entertainment Facilities II, LLC, desires to develop the properties located at 574 Cookman Avenue (Block 3105, Lot 6), 605 Mattison Avenue (Block 2509, Lot 3, and 710 Mattison Avenue (Block 2402, Lot 3), all located in the Central Business District (the "Project Sites"); and

WHEREAS, the Redeveloper has agreed to enter into this Agreement to, among other things, reimburse the City for costs incurred by the City in the review of Redeveloper's proposals for redevelopment; development of any amendments to the redevelopment plan necessary for the proposed projects by the Redeveloper; and negotiation and execution of a redevelopers agreement; and for such other costs as the Parties may agree including, without limitation, and in the City's sole discretion the utilization of Redevelopment Area Bonds for the proposed projects of Redeveloper; and

WHEREAS, the City will incur certain costs, of outside professional consultants such as attorneys, planners and engineers, related to the review of the proposed projects of Redeveloper and associated agreements (the "Administrative Costs"); and

WHEREAS, Redeveloper agrees to pay for these reasonable Administrative Costs as hereafter set forth;

NOW, THEREFORE, in consideration of the mutual promises and covenants, and other good and valuable consideration, the Parties hereto agree as follows:

The Recitals set forth above are incorporated and made a part of this Agreement.

Section 1.01. Administrative Costs

- (a) The City agrees to serve as Administrative Agent as set forth in this Agreement.
- (b) Redeveloper agrees to make payment of an Initial Deposit of the sum of Ten Thousand Dollars (\$10,000.00) to the City, upon its execution and delivery of this Agreement to the City, to be held and disbursed in accordance with the terms hereof and to make Additional Deposits (together with the Initial Deposit, the "Administrative Funds") when the Administrative Funds are reduced to Five Thousand Dollars (\$5,000.00) to replenish the Administrative Funds to the amount of Ten Thousand Dollars (\$10,000.00). The City hereby acknowledges receipt of the Initial Deposit and agrees to hold and release it in accordance with this Agreement.
- (c) The City shall deposit the Administrative Funds in a separate interest-bearing account maintained by the City. Interest earned shall be applied as part of the Administrative Funds.
- (d) The City shall pay all Administrative Costs incurred, subject to review by Redeveloper, in accordance with the following provisions: The City shall provide copies of all invoices incurred for Administrative Costs to Redeveloper. Redeveloper may object to the payment of any invoice, by informing the City, in writing, within fifteen (15) days of Redeveloper's receipt of an invoice, of such objection and the basis therefore. Unless the City receives an objection from Redeveloper to the payment of any such invoice, the City may pay the invoice from the Administrative Funds. If Redeveloper makes a timely objection to payment of any Administrative Costs, the Parties shall seek to resolve any such objection within fourteen (14) days of its receipt by the City. If such objection is not resolved within the fourteen (14) day period, the City and Redeveloper agree to refer the matter to an arbitrator, selected pursuant to the American Arbitration Rules, and the arbitrator shall render a determination upon the objection within 30 days of referral of the matter to the arbitrator, each party bearing its own expenses of such arbitration.
- (e) The Administrative Costs shall be charged in accordance with any professional service contracts authorized and approved by the City. All payments for Administrative Costs shall be made pursuant to invoices from any professionals which state the hours spent, the hourly rate, and the services performed and expenses incurred.
- (f) Additional Deposits shall be made by Redeveloper upon the City's request in writing. Redeveloper agrees to pay the Additional Deposits within ten (10) days of the City's written request. The Parties acknowledge that Additional Deposits may be required until such time that a Redevelopment Agreement is entered into, which shall otherwise address administrative costs, or the Parties determine not to enter into a Redevelopment Agreement, or Redeveloper is not designated as redeveloper of the Project or such designation expires or otherwise terminates.

(g) Upon Termination of this Agreement, the City shall, at Redeveloper's written request, render a written final accounting to Redeveloper of the uses of the Administrative Funds. In the event Redeveloper desires an accounting of the expenses or fees paid for Administrative Costs prior to such time, it may request such in writing to the Administrative Agent.

(h) Any Administrative Funds not expended upon the termination of this Agreement shall be paid to the Redeveloper within 30 days of Termination.

Section 1.02. General

(a) The City has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement have been duly executed and delivered by or on behalf of City and constitute legal, valid and binding obligations of City enforceable against City in accordance with it terms.

(b) The Redeveloper has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement have been duly executed and delivered by or on behalf of Redeveloper and constitute legal, valid and binding obligations of City enforceable against Redeveloper in accordance with it terms.

(c) This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of New Jersey. The Parties agree that any action instituted regarding this Agreement shall be filed in Monmouth County, New Jersey. The Parties hereto irrevocably consent to the service of any and all process in any such action or proceeding by the mailing of copies of such process to it at its address specified in this Agreement. The Parties hereto agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Parties hereto waive any objection to venue in such state and any objection to an action or proceeding in such state on the basis of forum non conveniens.

(d) This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties hereto and their respective heirs, successors and assigns. This Agreement may be amended, modified, superseded, waived or cancelled only by a written instrument executed by all the Parties hereto.

(e) The failure of a Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive the Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing signed by the Party to be charged.

(f) This Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which, when taken together, shall be deemed one and the same instrument.

(g) Any notices, demands and communications between the City and Redeveloper shall be deemed given if sent to the addresses set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of deliver is available. In this case such notice is deemed effective upon delivery. Such written notices, demands and communications may be

sent in the same manner to such other addresses as any Party may from time to time designate by written notice.

Copies of all notices, demands and communications shall be sent as follows:

City: Michele Alonso, Director of Planning and Redevelopment

With a Copy to: David Weinstein, Esquire, Archer Greiner

The Redeveloper: Sackman Enterprises of NJ, LLC

With a Copy to: Cecilia I. Lassiter, Esquire of Sill Cummis and Gross, LLC

SIGNATURE PAGE

IN WITNESS WHEREOF the Parties execute this Agreement.

_____,
a _____

By: _____

Dated: _____

Witnessed:

CITY OF ASBURY PARK,
a New Jersey municipal corporation

By: _____

Dated: _____

Witnessed:

217824094v1



RESOLUTION NO. 2020-68

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

RESOLUTION AUTHORIZING THE PURCHASE OF PARKING PAY STATIONS

WHEREAS, the City of Asbury Park ("City") has a need to purchase six (6) additional parking pay stations throughout the City; and

WHEREAS, the City had conducted a parking pay station trial with three (3) vendors in 2017 and recommended the purchase of parking pay stations through the National Cooperative Purchasing Alliance from the IPS Group; and

WHEREAS, the City staff recommends the purchase of the additional parking pay stations as outlined in the attached quotes; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: C-09-17-901-000-902. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the following:

1. The purchase of parking pay stations as per the attached quote.
2. A copy of this resolution shall be provided to the Director of Transportation, CFO and City Manager.

I, MELODY HARTSGROVE, Deputy 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. 2020-68 which was finally adopted by the City Council at a meeting held on the 22nd day of January, 2020

CERTIFIED BY ME THIS 23rd DAY OF January, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK



Quote

Date 12/3/2019
 Quote # 1
 Exp. Date 30 days

The Next Generation in Parking

IPS Group, Inc
 7737 Kenamar Court
 San Diego, CA 92121
 Jim Cardiello
 609-638-2988
jim.cardiello@ipsgroup.com

TO: Asbury Park
 One Municipal Plaza
 Asbury Park, NJ 07712
 Michael Manzella
 (732) 502-5727

Salesperson	Contract	Shipping Method	Payment Terms	Delivery Date
JC	NCPA	Ground	Net 30 Days	TBD

Qty	Item #	Description	Unit Price	Line Total
		MS1 Multi-Space Meter		
6		MS1 solar, BNA, pay by plate	\$7,474.00	\$44,844.00
6		spare bill note stackers	\$195.00	\$1,170.00
1		installation	\$950.00	\$950.00
1		Shipping	\$2,276.00	\$2,276.00
		*concrete pad not included		
			Sub Total	\$49,240.00
			Sales Tax	
			Total	\$49,240.00

Quotation prepared by: Jim Cardiello, Director Regional Sales

This is a quotation on the goods named and service per price proposal per NCPA contract RFP #07-15.

To accept this quotation, sign here and return:

Name

Date

Attachment: IPS Proposal - Asbury Park 12-3 (2020-68 : Purchase Additional Pay Stations)



RESOLUTION NO. 2020-69

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

RESOLUTION AUTHORIZING THE PURCHASE OF A MICROSOFT EXCHANGE SERVER

WHEREAS, the City has a need to purchase a Microsoft Exchange Server; and

WHEREAS, the City has obtained the attached quote from CDW-G totaling \$24,689.50 from Educational Services Commission of New Jersey (ESCNJ), Technology Supplies and Services Bid Contract #18/19-03- NJ approved Co-Op #65MCESCCPS in which the City is a member of; and

WHEREAS, the City of Asbury Park is desirous of awarding the purchase to CDW-G in the amount of \$24,689.50; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 0-01-20-100-000-201, 0-05-55-502-000-201 and 0-06-55-502-000-201 the pending contract is as set forth in the resolution.

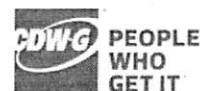
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of a Microsoft Exchange Server in the amount of \$24,689.50 and a copy of this Resolution shall be provided to the City Manager, CFO, Director of IT, and Director of Purchasing.

I, MELODY HARTSGROVE, Deputy 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. 2020-69 which was finally adopted by the City Council at a meeting held on the 22nd day of January, 2020

CERTIFIED BY ME THIS 22nd DAY OF January, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK

QUOTE CONFIRMATION



DEAR JOE DELLARAGIONE,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LCTN335	12/18/2019	EXCHANGE ONLINE PLAN 2	0876500	\$24,689.50

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Exchange Online Plan 2G - subscription license - 1 user Mfg. Part#: AAA-11628-CCD-12MO UNSPSC: 43233501 Contract: Technology Supplies and Services #ESCNJ18/19-03 (18/19-03) Electronic distribution - NO MEDIA	275	3679004	\$89.78	\$24,689.50

PURCHASER BILLING INFO		SUBTOTAL	\$24,689.50
Billing Address: CITY OF ASBURY PARK ACCTS PAYABLE 1 MUNICIPAL PLZ **CLAIMANT DECLARATION** ASBURY PARK, NJ 07712-7026 Phone: (732) 775-2100 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$24,689.50
DELIVER TO		Please remit payments to:	
Shipping Address: CITY OF ASBURY PARK JOE DELLARAGIONE 1 MUNICIPAL PLZ **CLAIMANT DECLARATION** ASBURY PARK, NJ 07712-7026 Phone: (732) 775-2100 Shipping Method: ELECTRONIC DISTRIBUTION		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION



Joe Rewick Iv

(855) 822-1196

josrewi@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager

© 2020 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Attachment: CDW-G Quote Exchange Server (2020-69 : Authorizing the Purchase of a Microsoft Exchange Server)



RESOLUTION NO. 2020-70

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

AUTHORIZING THE PURCHASE OF A JOHN DEERE GATOR AND BREATHING AIR PACKS FOR FIRE DEPARTMENT

WHEREAS, the City has a need for a 2019 John Deere Gator with Bed within the Fire Department; and

WHEREAS, the City has obtained the attached quote from Central Jersey Equipment totaling \$21,428.81 from Educational Services Commission of New Jersey (ESCNJ) Bid Contract #18/19-25 - NJ approved Co-Op #65MCESCCPS in which the City is a member of; and

WHEREAS, the City of Asbury Park is desirous of awarding the purchase to Central Jersey Equipment in the amount of \$21,428.81; and

WHEREAS, the City has a need to purchase Breathing Air Paks: X3 Pro Air-Pak 5500 PSI, and Cylinders for Breathing Air Paks: Scott-5000 PSI Snap Cylinders and Scott-4500 PSI Carbon Cylinder/Valve Department; and

WHEREAS, the City has solicited and obtained two quotes from New Jersey Fire Equipment Co. and Firefighter One; and

WHEREAS, the City of Asbury Park is desirous of awarding the purchase to New Jersey Fire Equipment Co. in the amount of \$28,360.50; and

WHEREAS, the total price of the equipment is \$49,789.31 and is attached to this Resolution; and

WHEREAS, this project shall be paid for with Community Development Block Grant (CDBG) funds; and

WHEREAS, the City Manager is hereby authorized to sign any and all contracts and paperwork associated with this project; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Accounts T-17-76-850-850-010 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey authorize the award of a contract to Central Jersey Equipment in the amount of \$21,428.81 and New Jersey Fire Equipment in the amount of \$28,360.50 for Fire Equipment.

I, MELODY HARTSGROVE, Deputy 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. 2020-70 which was finally adopted by the City Council at a meeting held on the 22nd day of January, 2020

CERTIFIED BY ME THIS 22nd DAY OF January, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK



JOHN DEERE

YOUR CONTRACT. YOUR QUOTE. YOUR HELP REQUESTED.

**Ensure your equipment arrives with no delay.
Issue your Purchase Order or Letter of Intent.**

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

For any questions, please contact:

- ☐ Shipping address
- ☐ Billing address
- Vendor: John Deere Company
- ☐ 2000 John Deere Run Cary,
NC 27513
- ☐ Contract name and/or number
- ☐ Signature
- ☐ Tax exempt certificate, if applicable

Richard Pring

CENTRAL JERSEY EQUIPMENT, LLC
65 New Jersey Hwy 34
Morganville, NJ 07751

Tel: 732-938-6677

Fax: 732-938-6679

Email: rpring@centraljerseyequipment.com

The John Deere Government Sales Team

Attachment: Central Jersey (2020-70) : Authorizing the purchase of a John Deere Gator and Air Packs for the Fire Dep)



JOHN DEERE

3.H.5.a

Quote Id: 21027923

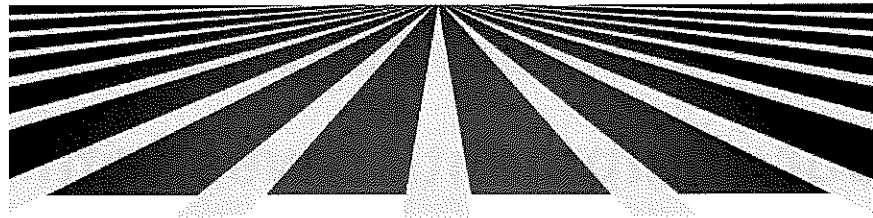
**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

CENTRAL JERSEY EQUIPMENT, LLC
65 New Jersey Hwy 34
Morganville, NJ 07751
732-938-6677
general@centraljerseyequipment.com

Prepared For:
City Of Asbury Park



**CENTRAL
JERSEY
EQUIPMENT**

Proposal For:
City Of Asbury Park

Delivering Dealer:

Richard Pring

CENTRAL JERSEY EQUIPMENT, LLC
65 New Jersey Hwy 34
Morganville, NJ 07751

general@centraljerseyequipment.com

Quote Prepared By:

Richard Pring

rpring@centraljerseyequipment.com

Date: 03 January 2020

Offer Expires: 30 January 2020

Confidential

Packet Pg. 142

Attachment: Central Jersey (2020-70 : Authorizing the purchase of a John Deere Gator and Air Packs for the Fire Dep)

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

CENTRAL JERSEY EQUIPMENT, LLC
65 New Jersey Hwy 34
Morganville, NJ 07751
732-938-6677
general@centraljerseyequipment.com

Quote Summary**Prepared For:**

City Of Asbury Park
NJ
Home : 818-207-0534

Delivering Dealer:

CENTRAL JERSEY EQUIPMENT, LLC
Richard Pring
65 New Jersey Hwy 34
Morganville, NJ 07751
Phone: 732-938-6677
rpring@centraljerseyequipment.com

Quote ID: 21027923
Created On: 03 January 2020
Last Modified On: 04 January 2020
Expiration Date: 30 January 2020

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE XUV825M (MY20)	\$ 20,011.28	\$ 17,409.81 X	1 =	\$ 17,409.81
Contract: NJ Grounds Equipment ESCNJ 18/19-25 - NJ approved Co-op # 65MCESCCPS (PG 0F CG 22)				
Price Effective Date: January 3, 2020				
KIMTEK MTD-103	\$ 4,019.00	\$ 4,019.00 X	1 =	\$ 4,019.00
Contract: NJ Grounds Equipment ESCNJ 18/19-25 - NJ approved Co-op # 65MCESCCPS (PG 0F CG 22)				
Price Effective Date:				
Equipment Total				\$ 21,428.81

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 21,428.81
Trade In	
SubTotal	\$ 21,428.81
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 21,428.81
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 21,428.81

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

3.H.5.a

Selling Equipment

Quote Id: 21027923

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

CENTRAL JERSEY EQUIPMENT, LLC
65 New Jersey Hwy 34
Morganville, NJ 07751
732-938-6677
general@centraljerseyequipment.com

JOHN DEERE XUV825M (MY20)

Hours:

Suggested List *

Stock Number:

\$ 20,011.28

Contract: NJ Grounds Equipment ESCNJ 18/19-25 - NJ
approved Co-op # 65MCESCCPS (PG 0F CG 22)

Selling Price *

\$ 17,409.81

Price Effective Date: January 3, 2020

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
57B5M	XUV825M (MY20)	1	\$ 15,179.00	13.00	\$ 1,973.27	\$ 13,205.73	\$ 13,205.73
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	Build To Order	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
1008	Yellow Alloy Wheels Maxxis Bighorn Radial Tires	1	\$ 900.00	13.00	\$ 117.00	\$ 783.00	\$ 783.00
2006	Bench Seat - Yellow	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
2500	Green and Yellow	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
3003	Cargo Box with Spray In Liner, Brake, and Tail Lights	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
3100	Manual Lift	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
4000	OPS with nets	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
4049	Less Black Roof	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
4199	Less Rear Package	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
4249	Less Front Brush Guard	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 900.00		\$ 117.00	\$ 783.00	\$ 783.00
Dealer Attachments/Non-Contract/Open Market							
BM22767	Rear Bumper	1	\$ 257.87	13.00	\$ 33.52	\$ 224.35	\$ 224.35
BM25143	Cargo Box Power Lift Kit	1	\$ 908.43	13.00	\$ 118.10	\$ 790.33	\$ 790.33
BM22290	Drawbar/ ball mount for 51mm (2 in.) receiver hitch. Hitch Ball sold separately.	1	\$ 43.87	13.00	\$ 5.70	\$ 38.17	\$ 38.17
BM22841	Heavy-Duty Front Brush Guard	1	\$ 272.86	13.00	\$ 35.47	\$ 237.39	\$ 237.39
BM24115	Occupant Protective Structure (OPS) Poly Roof - Black	1	\$ 502.90	13.00	\$ 65.38	\$ 437.52	\$ 437.52

Attachment: Central Jersey (2020-70) : Authorizing the purchase of a John Deere Gator and Air Packs for the Fire Dep)



JOHN DEERE

Selling Equipment

Quote Id: 21027923

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

CENTRAL JERSEY EQUIPMENT, LLC
65 New Jersey Hwy 34
Morganville, NJ 07751
732-938-6677
general@centraljerseyequipment.com

BM26183	Turn Signal Light Harness Kit	1	\$ 144.46	13.00	\$ 18.78	\$ 125.68	\$ 125.68
BUC10609	Turn Signal Light Kit, Front & Rear	1	\$ 289.97	13.00	\$ 37.70	\$ 252.27	\$ 252.27
BM26741	WARN ProVantage 3500 lb Winch	1	\$ 647.36	13.00	\$ 84.16	\$ 563.20	\$ 563.20
BM26747	Winch Receiver Mount Kit 1587-kg (3500-lb)	1	\$ 268.57	13.00	\$ 34.91	\$ 233.66	\$ 233.66
BM25922	OPS Abrasion Resistant Full Windshield	1	\$ 595.99	13.00	\$ 77.48	\$ 518.51	\$ 518.51
Dealer Attachments Total			\$ 3,932.28		\$ 511.20	\$ 3,421.08	\$ 3,421.08
Value Added Services Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Total Selling Price			\$ 20,011.28		\$ 2,601.47	\$ 17,409.81	\$ 17,409.81

KIMTEK MTD-103

Equipment Notes:

Hours: 0

Stock Number:

Contract: NJ Grounds Equipment ESCNJ 18/19-25 - NJ
approved Co-op # 65MCESCCPS (PG 0F CG 22)

Price Effective Date:

Suggested List *

\$ 4,019.00

Selling Price *

\$ 4,019.00

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
MTD-10 3	MED BED OPEN MARKET PRICED	1	\$ 3,899.00	0.00	\$ 0.00	\$ 3,899.00	\$ 3,899.00
Other Charges							
	Customer Setup	1	\$ 120.00			\$ 120.00	\$ 120.00
Other Charges Total			\$ 120.00			\$ 120.00	\$ 120.00
Suggested Price							\$ 4,019.00
Total Selling Price			\$ 4,019.00		\$ 0.00	\$ 4,019.00	\$ 4,019.00

Attachment: Central Jersey (2020-70 : Authorizing the purchase of a John Deere Gator and Air Packs for the Fire Dep)



New Jersey Fire Equipment Co.

119-131 Route 22 East
Green Brook, NJ 08812

Quote

Date	Quote #
12/22/19	7670

Name / Address
City of Asbury Park 1 Municipal Plaza Asbury Park, NJ 07712

Contact: Chief Kevin Keddy

Phone:

SO #	Terms	Rep	FOB
	Net 30	Share	

Description	Qty	Cost	Delivery	Total
The X3-Pro 2018 Edition Air-Pak is not covered under the New Jersey State Contract which is currently utilizing the 2017 Scott Pricing, which is 10% off of list price. The cylinders listed below are covered under the contract, and the contract number will be listed accordingly. The X3 Pro Paks will be priced as same as if they were on the contract, at 10% off of the list. The Pak's are on the current HGAC Cooperative Purchasing, and get be sold utilizing this procedure if you would elect to do so.	0	0.00		0.00
Scott - X8925025005A04 - 2018 Edition X3 Pro Air-Pak 5500 PSI, Snap change connection, sems pass device, quick disconnect rectus fitting regulator, spring clip harness.	3	8,104.50		24,313.50
NJFE will offer \$550.00 for each pak traded in at time of purchase on a One-For-One basis..	3	-1,000.00		-3,000.00
Scott - 200970-01 - 5500 PSI Snap change 45 minute cylinder, 15 Yr service life.	3	1,467.00		4,401.00
SCOTT 4500 PSI, Carbon cylinder/valve (nominal 45 minute) CGA	2	1,323.00		2,646.00
NJFE will include a custom Asbury Park FD Pak & Cylinder custom logo vinyl decal. Free of Charge.		0.00		0.00
Total				\$28,360.50

Phone #	E-mail
(732) 968-2121	info@njfe.com

Signature: _____

James Giunchini



34 Wilson Drive Sparta New Jersey 07871
Phone (973) 940-3061 Fax: (973) 860-1388

QUOTE

SQ-00219956

Sales Rep: Rian Donoher: RDonoher@FF1.com

Quote Date 12/21/2019

Expiry Date 01/21/2020

Customer: Asbury Park Fire Department

Bill to:

Street: 800 Main St,

City: Asbury Park

State: NJ

Zip Code: 07712

Acct. # APFD07712

Delivery Address: 800 Main St

Delivery City: Asbury Park

Delivery State: NJ

Delivery Zip Code: 07712

Delivery Method:

Payment Term 30 days

Part	Description	Qty	Price	Total
X8915025005A04	Air-Pak X3 Pro w/ Snap-Change (2018 Ed.) 5500 / Without EBSS / SEMS II Pro	3.00	8,104.50	24,313.50
SCT-200970-01	15 Year Carbon-Wrapped Cylinder & Valve Assembly 5500 PSI / Snap-Change / 45 Minute	3.00	0.00	0.00
SCT-200970-01	15 Year Carbon-Wrapped Cylinder & Valve Assembly 5500 PSI / Snap-Change / 45 Minute	3.00	1,467.00	4,401.00
SCT-804722-01	15 Year Carbon-Wrapped Cylinder & Valve Assembly 4500 PSI / CGA Threaded / 45 Minute	2.00	1,323.00	2,646.00
17-FLEET-00819-Scott Safety	T-0790 (17DPP00100) -- Firefighter Protective Clothing and Equipment Award Summary NJ State Contract Master Blanket# 17-FLEET-00819 / Scott Safety Price List Date: Feb 1, 2017 / 10% Discount / Category 6, 7 & 8	1.00	0.00	0.00
Trade In	Trade In Allowance	3.00	-900.00	-2,700.00
3 Frames w/ 6 cylinders				

Charge	Price
Order Qualifies for Free Shipping / Delivery	0.00

RETURN POLICY:

- Special Order or Custom items are not returnable.
- All Returns are subject to a 20% restocking fee.
- No returns will be accepted without an RMA # issued by FF1.
- No Returns will be accepted after 60 days from date of purchase.
- Returning party responsible for shipping related charges.
- Returned merchandise must be in NEW and RESALABLE condition for credit to be applied.

Sub Total 28,660.50

Charges 0.00

Tax Total 0.00

Total 28,660.50

Authorized Signature: _____

Printed Name: _____

Purchase Order #: _____ *Physical P.O. must be received in order to process (if applicable)

Attachment: Central Jersey (2020-70) : Authorizing the purchase of a John Deere Gator and Air Packs for the Fire Dep)



RESOLUTION NO. 2020-71

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

APPOINTING REDEVELOPMENT COUNSEL ARCHER GREINER AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) desires to appoint Redevelopment Counsel for 2020; and

WHEREAS, said attorney/law firm shall handle legal issues for the City which relate to redevelopment matters, as well as such other legal matters as may be referred to it from time to time by the City Manager and/or the Mayor and Council (collectively referenced as the “services”); and

WHEREAS, the Mayor and Council have determined to appoint the law firm of Archer Greiner to serve as the City’s “Redevelopment Counsel” for 2020; and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the Attorney’s services shall exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, in prior years the City determined to award a contract for these services through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law, which process is consistent with the requirements prescribed in the Memorandum of Understanding executed between the City and the State Division of Local Government Services (“DLGS”) concerning the transitional aid that is received by the City on an annual basis; and

WHEREAS, Redevelopment Counsel has agreed to maintain his rates at the 2019 levels; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2020, and expiring on December 31, 2020, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*

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, as follows:

1. The City Manager or Director of Planning and Redevelopment are authorized to determine assignments as required.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, an Agreement to be drafted by the City Attorney for professional services for 2020.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person authorized by law to practice a recognized profession.
4. Said contract has been awarded through a restricted (a/k/a, “non-fair and open”) process, pursuant to and in accordance with the Pay-to-Play Law, and further in accordance with the approval received from the DLGS.
5. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
6. A certified copy of this Resolution shall be provided to each of the following:
 - a. Donna Vieiro, City Manager
 - b. JoAnn, CMFO, Chief Financial Officer
 - c. Director of the N.J. Division of Local Government Services
 - d. Edward Sasdelli, Fiscal Monitor
 - e. Frederick C. Raffetto, Esq., Municipal Attorney

I, MELODY HARTSGROVE, Deputy 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. 2020-71 which was finally adopted by the City Council at a meeting held on the 22nd day of January, 2020

CERTIFIED BY ME THIS 23rd DAY OF January, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK

PROFESSIONAL SERVICE AGREEMENT
BETWEEN
THE CITY OF ASBURY PARK
AND
ARCHER & GREINER, PC
REDEVELOPMENT COUNSEL

THIS AGREEMENT, made this ___ day of _____, 2020 by and between the **CITY OF ASBURY PARK (“City”)**, a public body (which, together with any successor public body or officer hereinafter designated by or pursuant to law), whose address is One Municipal Plaza, Asbury Park, New Jersey 07712 and **ARCHER & GREINER, PC (“Counsel”)**, whose principal address is 10 Highway 35, Red Bank, New Jersey 07701; and

WHEREAS, the City of Asbury Park requires the service of a Law Firm as Redevelopment Counsel; and

WHEREAS, the Law Firm of Archer & Greiner, PC, is recognized as having substantial experience in the field of redevelopment law and commercial real estate projects; and

WHEREAS Archer & Greiner, PC responded to a Request for Qualifications (“RFQ”) published by the City in 2019, and were subsequently qualified to provide Redevelopment Counsel Services at a City Council Meeting in accordance with N.J.S.A. 40A:20.4 et seq. (Pay to Play Law). The City desires to renew the 2019 Professional Services Agreement and the DLGS has provided its consent to permit the City to appoint and retain Archer & Greiner PC for 2020 without undertaking a new “fair and open” process so long as Archer & Greiner PC is not increasing its rates over the 2019 levels; and

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree to the following:

1. Legal Services to be Provided.

(a) Counsel will perform any and all legal services and represent the City, in any and all redevelopment matters and/or projects which are assigned to it by the City Executive and Mayor, they shall include, but are not limited to, negotiations, meetings, conferences, drafting

of redevelopment agreements and any other documents or agreements which may be related to the project.

(b) In addition, Counsel shall be responsible as required, for the preparation of all pleadings and commencement of any eminent domain/condemnation action to which it is assigned by the City Executive and Mayor. This shall include, but not be limited to, the preparation of the Declaration of Taking, all pleadings, negotiations, trials and appeals in connection with the City's eminent domain powers as it is utilized in each specific project for which Counsel has been assigned.

The legal work includes but is not limited to, all necessary research, investigation, correspondence, preparation and drafting of all legal documents, conferences in person and by telephone with the City and others.

2. Contract Term.

Representation as Redevelopment Counsel to the City shall commence January 1, 2020 and terminate, unless extended by the parties, on December 31, 2020.

3. Legal Fees.

For the City's governmental (municipal) work hourly rate, a blended \$175 hourly rate for all attorneys and \$95 hourly rate for paralegal time will be assigned. Should the City require services where the fees are being paid by a private redeveloper (presumably through an escrow account) and not the City, the blended hourly rate for such escrow work will increase to \$325 per hour.

Counsel has also agreed to a ceiling on the initial legal services necessary to get "caught-up" on all legal matters currently being handled by the City's current redevelopment attorney. This ceiling would be set once Counsel has the opportunity to discuss all pending matters with the City and will negotiate a reasonable ceiling for fees.

Archer & Greiner would not bill the City separately for the following charges:

- Routine long-distance telephone charges;

- Routine postage; and
- Secretarial, data processing and word processing services.

All charges and expenses incurred to third-party vendors as part of our representation of the City would be charged at cost without any mark-up, including:

- Outside printing and duplicating by third-party vendors;
- Federal Express and similar overnight delivery service;
- Outside courier services;
- Travel and mileage expenses;
- Filing fees, court reporter fees and court costs; and
- Expert, appraiser, litigation support and other similar fees and charges, which will be incurred only with the College's approval in advance.

4. Employment of Other Counsel.

Counsel will not employ or otherwise incur any obligation to any other counsel from outside its Law Firm for services in connection with the Agreement without prior written approval of the City. In addition, the City agrees, that any and all redevelopment project/files currently in the possession of the Counsel, shall remain with Counsel, subject to City approval, until conclusion of the project or conclusion of Counsel's representation of the City therein.

5. Special Issues.

Counsel shall provide to the City, without charge, unlimited telephone access between City Executive and Counsel. Furthermore, if, at any given time, City Executive requires Counsel to attend a public, monthly or other meeting in which the redeveloper is not responsible for the payment of Counsel's fees, Counsel shall not charge the City for attendance at such meeting.

6. Termination of Agreement.

This Agreement and all legal services to be rendered hereunder may be terminated by written notice from either party. In such event, all finished and unfinished documents, notes, memoranda, pleadings, exhibits, project data, reports and evidence shall, at the

option of the City, becomes its property and shall be delivered to it or to any party it may designate. In the event of such termination, Counsel shall be paid for all work performed to that date.

7. Interest of Members of The City.

No member of the governing body of the City and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project to which any litigation pertain, shall have any personal interest, direct or indirect, in this Agreement.

8. Interest of Other Local Public Officials.

No member of the governing body of the locality in which this project is situated, and no other public official of such locality, who exercises any function or responsibilities in the review or approval of the carrying out of the project to which litigation pertains, shall have any personal interest, direct or indirect, in this Agreement.

9. Interest of Certain Federal Officials.

No member of or delegate to the Congress of the United States, and no Resident Federal Commissioners, shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

10. Execution of Agreement.

The execution of this Agreement has been properly authorized by Resolution of its City Council dated _____, 2020.

11. Indemnification.

To ensure that Counsel may properly perform its duties without the threat of lawsuits and except for any claim of legal malpractice, fraud or misrepresentation brought against Counsel, the City agrees to release, defend, hold harmless and indemnify Counsel, its officers, employees, agents or representatives for any and all causes of action, charges,

complaints, claims, judgments, damages, liabilities, obligations, promises, agreements, rights, costs, losses, debts and expenses of any nature whatsoever, including but not limited to counsel fees, for any lawsuit filed against Counsel, its officers, employees, agents or representatives, based upon a cause of action which arose or shall arise out of Counsel's representation of the City during the terms of both the within contract.

This Agreement is subject to Local Public Contracts Law N.J.S.A. 40A:11-1 et seq.

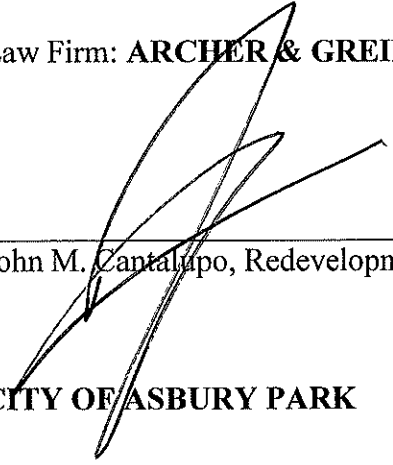
IN WITNESS WHEREOF, the City and Counsel have executed this Agreement at of the date first above written.

Witness:


 SCOUT REAGAN LAURA BEYER
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires December 14, 2021

Witness:

Law Firm: **ARCHER & GREINER, PC**


 John M. Cantalupo, Redevelopment Counsel

CITY OF ASBURY PARK

 Donna Vieiro, City Manager



RESOLUTION NO. 2020-72

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

RESOLUTION PURSUANT TO N.J.S.A. 40:48-1 AUTHORIZING THE CITY ENGINEER TO PERFORM SERVICES AS DESIGNEE TO THE CITY MANAGER FOR REVIEW OF DEVELOPMENT PERMITS IN ANY AREA OF SPECIAL FLOOD HAZARD

WHEREAS, the City of Asbury Park previously adopted Ordinance No.2915 § 24-4.1 which establishes statutory authorization and general provisions for construction and review of development permits in any area of special flood hazard; and

WHEREAS, Applications for a development within the special flood hazard area shall be made on forms furnished by the City Manager and shall include plans for any new or substantially improved structures; and

WHEREAS, Ordinance Ord. No. 2915 § 24-4.2 designated the City Manager as the Local Administrator and allowed for assignment of a Designee to assist with said reviews and implement the intent of reviews granting or denying development permit applications in accordance with the provisions established; and

WHEREAS, the duties of the Local Administrator are outlined within the Flood Damage Prevention Ordinance and shall thereby transfer to the Designee assigned to perform those duties; and

WHEREAS, the City desires to officially assign the City Engineer as a Designee to the Local Administrator and assist with review of development applications specifically in special flood hazard areas.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park in the County of Monmouth, and in the State of New Jersey that the City hereby assign the duties of the Local Administrator to the City Engineer as the official designee to assist with development reviews in special flood hazard areas and grants authority to the City Engineer as the Designee to grant or deny development applications in accordance with provisions set forth in the City Flood Damage and Prevention Ordinance § 24-4 et. Sec.

I, MELODY HARTSGROVE, Deputy 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. 2020-72 which was finally adopted by the City Council at a meeting held on the 22nd day of January, 2020

CERTIFIED BY ME THIS 23rd DAY OF January, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-73

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

RESOLUTION APPOINTING ALTERNATE CITY PROSECUTOR

WHEREAS, the City of Asbury Park has a need to engage the services of an Alternate City Prosecutor for the year 2020, to provide services as per N.J.S.A. 2B:25-5 et. al., on an as-needed basis; and

WHEREAS, the City of Asbury Park is required to comply with the New Jersey Pay-to-Play Law (P.L. 2004 c. 19, N.J.S.A. 19:44-20.4 et.seq.) (“Act”); and

WHEREAS, the City of Asbury Park followed the guidelines as set forth in the New Jersey Local Unit Pay-to-Play Law issued by the New Jersey Department of Community Affairs; and

WHEREAS, this contract shall go into effect January 1, 2020 through December 31, 2020; and

WHEREAS, the CFO has verified that funds exist for this activity in account 8-01-25-275-000-202; and

WHEREAS, this contract is being awarded under non-fair and open; and

WHEREAS, following said review, the City Council wishes to appoint the firm of Grace, Marmero, & Associates, LLP to the professional service contract to provide alternate prosecutor services in the amount of \$150.00 per hour, for of the year 2020.

NOW, THEREFORE, BE IT RESOLVED that the award of the professional service contract for alternate prosecutor services is hereby made to the firm of Grace, Marmero, & Associates, LLP, in the amount of \$150.00 per hour, for the year 2020.

BE IT FURTHER RESOLVED that this contract shall commence effective January 1, 2020 through December 31, 2020.

BE IT FURTHER RESOLVED that a notice of this action shall be printed once in the newspaper(s) of record.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to sign all

documents associated with the contract.

I, MELODY HARTSGROVE, Deputy 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. 2020-73 which was finally adopted by the City Council at a meeting held on the 22nd day of January, 2020

CERTIFIED BY ME THIS 23rd DAY OF January, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK

CONTRACT NUMBER:**AGREEMENT BETWEEN**

**CITY OF ASBURY PARK
AND
GRACE, MARMERO, & ASSOCIATES, LLP
(ALTERNATE PROSECUTOR)**

This agreement, entered into as of this _____ day of _____, 2019, by and between City of Asbury Park, a public body corporate and politic of the State of New Jersey, hereinafter designated as "CITY" and GRACE, MARMERO, & ASSOCIATES, LLP, with an address of 44 Euclid Street, Woodbury, New Jersey, hereinafter designated as "Alternate Prosecutor".

Whereas, City requests the services of an Alternate Prosecutor for the period January 1, 2019, through December 31, 2019; and,

Whereas, Alternate Prosecutor represents to City that Alternate Prosecutor is qualified by training and experience to perform the services provided for in this Agreement and is licensed by the State of New Jersey to the extent required for performance of those services; and,

Whereas, City, in reliance upon Alternate Prosecutor's representations; desires to engage Alternate Prosecutor to perform services for City.

Now, therefore, in consideration of the mutual covenants and promises contained herein the parties hereto agree as follows:

1.0 SCOPE OF SERVICES

1.1 Alternate Prosecutor shall, in a professional manner, provide the following services:

- A. Prosecute on behalf of the State or the City of Asbury Park any and all cases to be tried before the Municipal Judge whenever requested to do so by the Judge, the City Council, the Mayor, the City Attorney or the Chief of Police of the City of Asbury Park and any and all matters that are properly brought before the Municipal Court of the City of Asbury Park and shall assume any and all duties as may from time to time be assigned to the office of the Municipal Alternate Prosecutor;
- B. Meet with the police officers and complainants at such times and places that are deemed appropriate to properly prepare for the presentation of cases in the municipal court and shall also respond to inquiries from the police officers of the City during regular business hours and also during hours other than normal business hours for emergency advice;

Attachment: GRACE, MARMERO, & ASSOCIATES, LLC (2020-73 : Appointing Alternate City Prosecutor)

- C. Such other services as may be necessary, proper or beneficial to the City in connection with any of the foregoing.

- 1.2 Legal representation as described in 1.1 above shall include all court appearances, conferences, negotiations, meetings, research, correspondence, telephone calls, preparation and drafting of pleadings and other legal documents, trial preparation, trial work, and other related activities.

2.0 COMPENSATION

- 2.1 The City agrees to pay to the Alternate Prosecutor, upon presentation of appropriate vouchers, all charges for services rendered. The Alternate Prosecutor may, at his discretion, present vouchers, from time to time, as the work progresses. All charges for tasks listed in 1.1 above shall be billed per Court session worked, at the rate of \$150.00 per hour.
- 2.2 Payment for all services rendered shall be on a monthly basis. Alternate Prosecutor shall submit vouchers for work performed on the voucher forms supplied by City and shall, as necessary, attach to each an itemization of the type of work performed, including back-up copies of time sheets for the hours involved and the rate charged and any other information in substantiation as may be required by City. Payment shall be made by City within 45 days of receipt of properly executed original voucher if voucher is received at least 2 days prior to City's regularly scheduled monthly meeting.
- 2.3 It shall be City's exclusive right to determine whether services have been performed in a proper and satisfactory manner and in accordance with the terms and conditions of this Agreement prior to approval and payment of vouchers submitted by Alternate Prosecutor. In exercising this right, City shall at all times act reasonably and shall not unreasonably withhold payment, in whole or in part.
- 2.4 Acceptance of final payment by Alternate Prosecutor for the services to be rendered pursuant to this Agreement shall be considered as a release in full of any and all claims against City or any agency thereof by reason of the services performed or the furnishing and supplying of any labor and material or any other claims whatsoever arising out of or in any way pertaining to this Agreement.

3.0 INDEMNIFICATION AND LIABILITY INSURANCE

- 3.1 Each party agrees to indemnify the other party hereto, and save harmless the other party and its officers, officials, agents, servants and employees against and from any and all claims, suits and costs of every kind, type or description, and any and all damages and liability to which they may be subjected, by reason of injury to the person or property of third parties resulting from or in any way arising out of the negligent performance or lack of performance of this Agreement by the indemnifying party and its agents, employees, affiliates, successors and/or assigns.

- 3.2 As further assurance to City, but not in any way limiting Alternate Prosecutor's liability for indemnification, Alternate Prosecutor shall, during the performance of the work to be performed pursuant to this agreement, keep in force at least the following insurance:

Workers compensation and employees liability insurance.

Commercial general liability covering both bodily injury with limits of \$1,000,000 per person and \$1,000,000 per accident and property damage with limits of \$1,000,000 per accident.

Comprehensive automobile liability insurance including operation of owned, non-owned and hired automobiles covering bodily injury with limits of \$1,000,000 per person and \$1,000,000 per accident and property damage with limits of \$1,000,000 per accident.

A professional errors and omissions policy covering Alternate Prosecutor for public liability in an amount not less than \$1,000,000.

Alternate Prosecutor shall supply City with a certificate evidencing coverage and shall from time to time provide City with such further assistance as may be requested to substantiate that such insurance is in full force and effect.

5.0 TERMINATION OF AGREEMENT

- 5.1 This Agreement may be terminated by City on ninety (90) days written notice to Alternate Prosecutor without cause, or by a mutual written agreement of the parties, or by City on thirty (30) days written notice to the Alternate Prosecutor in the event of substantial failure by the Alternate Prosecutor to perform in accordance with the terms hereof through no fault of the terminating party. If this Agreement is terminated, Alternate Prosecutor shall be paid in accordance with the provisions of Section 2.0 above.

6.0 EQUAL EMPLOYMENT OPPORTUNITY

- 6.1 During the course of this contract, firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Following is the required regulatory text:

(REVISED 4/10)
EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasurey/contract-compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contract Equal Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

7.0 AMERICANS WITH DISABILITY ACT OF 1990

- 7.1 Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included as below and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The contractor and the City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

8.0 NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

- 8.1 N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

9.0 DELEGATION OF DUTIES

- 9.1 Neither City nor Alternate Prosecutor shall delegate its duties in this Agreement without the written consent of the other party.

10.0 EXTENT OF AGREEMENT

- 10.1 This Agreement represents the entire Agreement between City and Alternate Prosecutor and supersedes all prior negotiations, representations or agreements, either written or oral for this project.

11.0 GOVERNING LAW

- 11.1 The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of New Jersey.

12.0 EXPIRATION DATE

- 12.1 This Agreement shall be effective as of January 1, 2020, and shall terminate December 31, 2020, subject, however, to such budgetary appropriations by City as are required by law and subject to the right of prior termination as set forth in this Agreement.

13.0 FORCE MAJEURE

- 13.1 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent the performance of any such obligation is prevented or delayed by a Force Majeure.

14.0 DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION

- 14.1 Alternate Prosecutor is advised of the responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if Solicitor receives contracts in excess of \$50,000 from public entities in a calendar year. It is Solicitor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

15.0 ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

- 15.1 It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all

documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officials, have executed this Agreement on the day first set forth herein.

ALTERNATE PROSECUTOR

NAME **GRACE, MARMERO, & ASSOCIATES, LLP**
 ADDRESS 44 Euclid Street
 Woodbury, NJ 08096

SIGNATURE _____

DATED _____

WITNESS OR ATTEST:

SIGNATURE _____
 (Corporate Seal)

CIT OF ASBURY PARK

SIGNATURE _____

DATED _____

WITNESS OR ATTEST:

SIGNATURE _____
 (Corporate Seal)

Attachment: GRACE,MARMERO,&ASSOCIATES,LLC (2020-73 : Appointing Alternate City Prosecutor)



RESOLUTION NO. 2020-74

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

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO THE FIRM OF SUBURBAN CONSULTING ENGINEERS, INC. TO PERFORM PROFESSIONAL ENGINEERING SERVICES RELATING TO SPRINGWOOD PARK.

WHEREAS, there is a need for the City of Asbury Park (the “City”) to appoint a licensed engineering firm to perform certain professional engineering services (the “services”) for the City relating to Springwood Park, for the time period from January 1, 2020 through December 31, 2020; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.* (specifically at N.J.S.A. 40A:11-5(1)(a)), as the services are being provided by a person(s) authorized by law to practice a recognized profession; and

WHEREAS, the Local Public Contracts Law authorizes the awarding of a contract for “professional services” without public advertising for bids and bidding therefor, provided that the Resolution authorizing the contract and the contract itself are available for public inspection in the office of the Municipal Clerk and that notice of the awarding of the contract is published in a newspaper of general circulation in the municipality; and

WHEREAS, the firm of Suburban Consulting Engineers, Inc. (also referenced as the “Firm”) of Flanders, New Jersey, submitted a proposal to provide the necessary professional services to the City, pursuant to the terms and conditions set forth in the attached proposed form of contract, at the rates set forth in the Fee Structure attached thereto; and

WHEREAS, the Firm has demonstrated that it has extensive experience in the engineering field, and that its services will be of benefit to the City; and

WHEREAS, the retention of the Firm has been effectuated through a “non-fair and open” (a/k/a restricted) process pursuant to and in accordance with the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the “Pay-to-Play Law”), and the Firm has submitted all necessary documents in compliance with the Pay-to-Play Law; and

WHEREAS, said appointment shall be subject to and contingent upon certification of adequate

funding for the services by the City's Chief Financial Officer.

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, as follows:

1. That the Firm of Suburban Consulting Engineers, Inc. (the "Firm") is hereby appointed to perform professional engineering services for the City relating to Springwood Park, for the time period from January 1, 2020 through December 31, 2020.
2. That this appointment is subject to and contingent upon certification of adequate funding for the services by the City's Chief Financial Officer.
3. That, subject to the provisions of Paragraph 2 above, the Mayor is hereby authorized to execute, and the City Clerk to attest, the attached contract between the City and the Firm for the aforementioned professional services.
4. That this contract is awarded without competitive bidding as a "professional service" in accordance with N.J.S.A. 40A:11-5 of the Local Public Contracts Law of New Jersey.
5. That this contract is also awarded through a "non-fair and open" (a/k/a restricted) process pursuant to and in accordance with the State's Pay-to-Play Law.
6. That notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
7. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Suburban Consulting Engineers, Inc.;
 - b. Donna M. Vieiro, Acting City Manager;
 - c. JoAnn Boos, Chief Financial Officer;
 - d. Edward M. Sasdelli, MPA, QPA, RMC, State Fiscal Oversight Monitor; and
 - e. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, Deputy 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. 2020-74 which was finally adopted by the City Council at a meeting held on the 22nd day of January, 2020

CERTIFIED BY ME THIS 23rd DAY OF January, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK

PROFESSIONAL SERVICES AGREEMENT
2020 Professional Services/Engineering Services Related to Springwood Park

THIS AGREEMENT, made as of this ____ day of _____, 2018, by and between

City of Asbury Park,
a public corporation of the State of New Jersey, with offices at:
One Municipal Plaza
Asbury Park, New Jersey 07712

Hereinafter called "PUBLIC BODY"

AND

SUBURBAN CONSULTING ENGINEERS, INC., with offices at:
96 U.S. Highway 206, Suite 101
Flanders, New Jersey 07836

hereinafter called "CONSULTANT"

WITNESSETH:

WHEREAS, the Public Body desires to have professional engineering services in connection with the Public Body *-2020 Professional Services/Engineering Services Related to Springwood Park* is willing to perform such, the Public Body and Consultant agree as follows:

1. **Contract Term.** January 1, 2020 to December 31, 2020.
2. **Services.** Specifically outlined in the proposals regarding Springwood Park.
3. **Compensation.** The fees for services are based on the proposals issued throughout the year.
4. **Termination of Contract.** Public Body may terminate this Agreement with seven (7) days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven (7) days prior written notice to Public Body. Failure of Public Body to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.
5. **Hazardous Environmental Conditions.** It is acknowledged by both parties that Consultant's Scope of Services does not include any services related to the remediation at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Public Body acknowledges that Consultant is performing professional services for Public Body and Consultant is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

PROFESSIONAL SERVICES AGREEMENT

2020 Professional Services/Engineering Services Related to Springwood Park

6. **Ownership of Documents.** All documents prepared or furnished by SCE pursuant to this Agreement are instruments of SCE's professional service, and SCE shall retain an ownership and property interest therein. SCE grants Client a license to use instruments of SCE's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without SCE's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold SCE harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.
7. **Indemnification.** To the fullest extent permitted by law, Client and SCE each agree to indemnify the other party and the other party's officers, directors, partners, employees and representatives, from and against losses, damages and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees or sub-consultants in the performance of services under this Agreement. If claims, losses, damages and judgments are found to be caused by the joint or concurrent negligence of Client and SCE, they shall be borne by each party in proportion to its negligence.
8. **Force Majeure.** Neither Public Body or Consultant shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.
9. **Dispute Resolution.** Public Body and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.
10. **Use of Electronic Media.** Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by SCE. Files in electronic media format or text, data, graphic or other types that are furnished by SCE to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, SCE makes no representations as to long-term compatibility, usability or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by SCE at the beginning of this assignment.
11. **Construction Phase Services.** If this Agreement provides for any construction phase services by consultant, it is understood that the Contractor, not consultant, is responsible for the construction of the project, and that consultant is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

PROFESSIONAL SERVICES AGREEMENT
2020 Professional Services/Engineering Services Related to Springwood Park

12. **Opinions of Cost.** When included in consultant's Scope of Services, opinions or estimates of probable construction cost are prepared on the basis of consultant's experience and qualifications and represent consultant's judgment as a professional generally familiar with the industry. However, since consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from consultant's opinions or estimates of probable construction cost.
13. **Professional Responsibility.** Consultant represents that the services shall be performed, within the limits prescribed by Public Body, in a manner consistent with the level of care and skill ordinarily exercised by other professional Consultants under similar circumstances. No other representation to Public Body, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. For any damage caused by professional negligence including errors, omissions or other professional acts, including unintentional breach of contract by consultant, its employees, agents or subcontractors, consultant's liability and that of its employees, agents and subcontractors is limited to consultant's total compensation paid under the contract. In no event shall either Public Body or Consultant be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
14. **Right of Entry.** Public Body grants to Consultant, and, if a project site is not owned by Public Body, warrants that permission has been granted for a right of entry from time to time by Consultant, its employees, agents and subcontractors upon the project site for the purpose of providing the Services. Public Body recognizes that the use of investigative equipment and practices may unavoidably alter existing site conditions and affect the environment in the area being studied.
15. **Billing Schedule.** For Hourly Fees, Time spent will be invoiced on an hourly basis up to the contract fee. In the event that we need to exceed the estimated fee, we will contact you for authorization to proceed. If you elect not to proceed, we will invoice you for services completed to date.

Payment for professional services shall be invoiced at the end of each month as a proportion of the total work completed or upon completion of the work product. Payment is due upon receipt of invoice. A 1-1/2 percent per month late charge will be applied for all outstanding invoices not paid within fifteen (15) days. Amounts not paid when due may be referred for collection and mechanic's lien rights may be exercised, with all costs, including reasonable attorney fees, charged to Public Body. Both parties understand that work will be stopped if account is not current; signed drawings will not be furnished if account is past due.

PROFESSIONAL SERVICES AGREEMENT
2020 Professional Services/Engineering Services Related to Springwood Park

16. **Affirmative Action.** The affirmative action language, required by State law and are included in our proposal package and is incorporated in this Agreement. The term, "Contractor," as referred to in such attachment means the Position. This Agreement will be null and void if Position fails to comply with the Affirmative Action requirements imposed upon Position by the State of New Jersey.
17. **Business Registration Certificate.** The Consultant has received a Business Registration Certificate from the State of New Jersey as evidenced by the attached copy of the Certificate. This Agreement will be null and void if the Consultant fails to supply and maintain a current Business Registration Certificate.

IN WITNESS WHEREOF, the Public Body has caused this Agreement to be duly signed by its proper officers and caused its corporate seal to be hereto affixed, and the Consultant has caused this Agreement to be duly signed by its authorized partner, as of the day and year first stated in this Agreement.

Attest:

City of Asbury Park

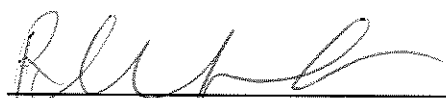
By: _____

Print Name: _____

Print Name: _____

Witness:

SUBURBAN CONSULTING ENGINEERS, INC.



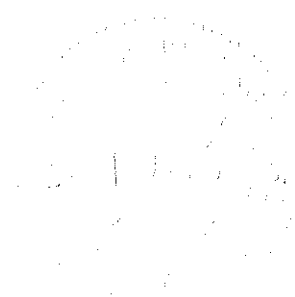
REYNA M. BURGER
Vice President / Corporate Secretary

By: 

Daren J. Phillips, PE, PP, CME
President

Enclosures

Hourly Rates & Charges



HOURLY RATE & CHARGES**FEE STRUCTURE**

CITY OF ASBURY PARK
REQUEST FOR PROPOSALS FOR
Springwood Park Professional Design, Bidding and Construction
Administration Services

- Principal/Project Officer \$130/hr.
- Project Manager \$120/hr.
- Senior Engineer \$100/hr.
- Engineer \$90/hr.
- Land Surveyor \$100/hr.
- Senior Designer \$85/hr.
- Designer \$75/hr.
- Technician \$70/hr.
- Senior Inspector \$80/hr.
- Inspector \$80/hr.
- Secretarial/Clerical \$50/hr.
- Survey Equipment Unit Cost
 - Robotic/GPS \$50/hr.
- Any actual disbursements or unusual expenses which we incur on your behalf, such as filing fees, delivery charges, travel, parking and toll charges will be included as expense charges in your invoices. (Minimum reproduction charge of \$20 per event).
 - Large format black and white document reproduction \$0.50/square foot
 - Large format color document reproduction \$3.00/square foot
 - Large volume black and white photocopies \$0.15/copy
 - Large volume color photocopies \$0.30/copy
 - Mileage will be billed at \$0.57 per mile.
 - Approved subcontracted services will be billed at actual cost plus 15 percent.





RESOLUTION NO. 2020-75

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

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO THE FIRM OF OTTEAU GROUP TO PERFORM PROFESSIONAL APPRAISAL SERVICES RELATING TO THE AREA KNOWN AS “BRADLEY COVE”

WHEREAS, there is a need for the City of Asbury Park (the “City”) to appoint a licensed appraising firm to perform certain professional appraisal services (the “services”) for the City relating to the area known as “Bradley Cove,” for the time period from January 1, 2020 through December 31, 2020; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.* (specifically at N.J.S.A. 40A:11-5(1)(a)), as the services are being provided by a person(s) authorized by law to practice a recognized profession; and

WHEREAS, the Local Public Contracts Law authorizes the awarding of a contract for “professional services” without public advertising for bids and bidding therefor, provided that the Resolution authorizing the contract and the contract itself are available for public inspection in the office of the Municipal Clerk and that notice of the awarding of the contract is published in a newspaper of general circulation in the municipality; and

WHEREAS, the firm of Otteau Group (also referenced as the “Firm”) of Matawan, New Jersey, submitted a proposal to provide the necessary professional services to the City, pursuant to the terms and conditions set forth in the attached proposed form of contract, at the rates set forth therein; and

WHEREAS, the Firm has demonstrated that it has extensive experience in the appraising field, and that its services will be of benefit to the City; and

WHEREAS, the retention of the Firm has been effectuated through a “non-fair and open” (a/k/a restricted) process pursuant to and in accordance with the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the “Pay-to-Play Law”), and the Firm has submitted all necessary documents in compliance with the Pay-to-Play Law; and

WHEREAS, said appointment shall be subject to and contingent upon certification of adequate funding for the services by the City’s Chief Financial Officer.

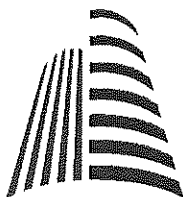
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, as follows:

1. That the Firm of Otteau Group (the “Firm”) is hereby appointed to perform professional appraising services for the City relating to the area known as “Bradley Cove,” for the time period from January 1, 2020 through December 31, 2020.
2. That this appointment is subject to and contingent upon certification of adequate funding for the services by the City’s Chief Financial Officer.
3. That, subject to the provisions of Paragraph 2 above, the Mayor is hereby authorized to execute, and the City Clerk to attest, the attached contract between the City and the Firm for the aforementioned professional services.
4. That this contract is awarded without competitive bidding as a “professional service” in accordance with N.J.S.A. 40A:11-5 of the Local Public Contracts Law of New Jersey.
5. That this contract is also awarded through a “non-fair and open” (a/k/a restricted) process pursuant to and in accordance with the State’s Pay-to-Play Law.
6. That notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
7. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Otteau Group;
 - b. Donna M. Vieiro, Acting City Manager;
 - c. JoAnn Boos, Chief Financial Officer;
 - d. Edward M. Sasdelli, MPA, QPA, RMC, State Fiscal Oversight Monitor; and
 - e. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, Deputy 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. 2020-75 which was finally adopted by the City Council at a meeting held on the 22nd day of January, 2020

CERTIFIED BY ME THIS 23rd DAY OF January, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK



OTTEAU GROUP
 VALUATION | RESEARCH | CONSULTING | BROKERAGE
 800-458-7161 www.otteau.com

New Jersey Office (Mail)
 100 Matawan Road, Suite 320
 Matawan, NJ 07747

New York Office
 112 W. 34th Street, 18th Floor
 Manhattan, NY 10120

Pennsylvania Office
 325-41 Chestnut Street, Suite 800
 Philadelphia, PA 19106

December 23, 2019

Via email: melody.hartsgrove@cityofasburypark.com; Michele.Alonso@cityofasburypark.com;
fcr@ansellgrimm.com

Melody Hartsgrove
 City of Asbury Park
 One Municipal Plaza
 Asbury Park, New Jersey 07712

**RE: Bradley Cove
 Ocean Avenue
 Asbury Park, Monmouth County, New Jersey**

Dear Ms. Hartsgrove:

I am pleased to submit our proposal for the above referenced property.

PROPERTY DESCRIPTION

It is our understanding that the subject property consists of 0.544-acre parcel of vacant land with municipal approvals for the development of 15 3-Story Townhomes. The property is part of Ocean Avenue Right-of-Way situated at the northern terminus of Ocean Avenue at the intersection with Deal Lake Drive.

Note: In the event the subject property includes additional components we reserve the right to review the scope of services, compensation and completion schedule for the assignment.

SCOPE OF SERVICES

To provide the following scenarios:

- Consulting services pertaining to property value.
- A current Appraisal Valuation of the above referenced property.
- Attend meetings and participate in conference calls as direct by client

Deliverables: Consulting services will be communicated orally to the client. In the event an appraisal value is completed, the client will be provided with an electronic and printed version of our valuation report which details the information gathered in our investigation and the method of analysis.

COMPENSATION

The agreed upon fee for these services in our 2019 proposal are unchanged, as reflected below.

<i>Consulting Services:</i>	<i>Hourly billing rates¹ not to exceed \$5,000.00</i>
<i>Appraisal Valuation:</i>	<i>\$7,500.00</i>
<i>Meetings & Conference Calls:</i>	<i>Hourly billing rates² not to exceed \$5,000.00</i>

Note: The above fees are NOT additional costs, but a restatement of the fees set forth in our 2019 proposal.

These fees are not contingent upon any decisions, settlements or favorable outcome of property that is the subject of consultation. The amount of compensation stated above does not include any time expended for expert testimony, which shall be at additional charge. The Otteau Group, Inc. shall not be required to give testimony or to attend any public or private hearing with reference to the subject property unless a supplemental employment agreement has been negotiated.

Payments received later than thirty (30) days after the date of invoice will be subject to a service charge of one per cent (1%) per month.

COMPLETION SCHEDULE

The Otteau Group, Inc. shall perform all services as expeditiously as is consistent with professional skill and care required for the timely completion of the work.

STANDARD TERMS AND CONDITIONS

The services provided will be subject to the **limiting conditions and schedule of hourly billing rates** which are attached and made part of this proposal.

Time for off-premise work is billable on a portal-to-portal basis. Reimbursable expenses, including travel, copying, computer plotting, and other reproducible items, postal charges, photography, subcontracted work and other expenses directly related to a specific project or application are billed at the firm's direct cost without mark-up for administration.

In the event of non-payment by the client, Otteau Group, Inc. shall be entitled to reimbursement for reasonable attorneys' fees and all costs of proceedings incurred in enforcing this Agreement.

This agreement may be terminated at any time by the client. In the event of termination Otteau Group, Inc. will be compensated for all services and expenses incurred up to and including the effective date of termination.

This proposal is valid for fifteen (15) days. After this period, we reserve the right to review our schedule of work and fees.

We thank you for the opportunity to work with you on this important assignment. If this agreement is acceptable, please **return one (1) signed copy of this proposal**, as our authorization to continue with the scope of services in our 2019 proposal.

¹ See attached Schedule of Hourly Billing Rates

² See attached Schedule of Hourly Billing Rates

Otteau Group, Inc.
Administrative Office
100 Matawan Road, Suite 320
Matawan, NJ 07747
orders@otteau.com

Respectfully submitted,



Melanie Pomerico, Administrative Assistant

enclosures

Sign Below to Authorize Scope of Services Outlined Above

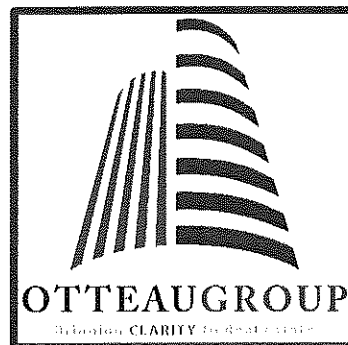
ACCEPTED: _____ Date: _____

PRINT NAME: _____

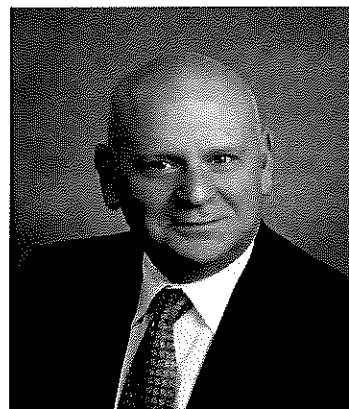
ABOUT OTTEAU GROUP, INC.

Otteau Group is a multi-discipline real estate appraisal and advisory firm providing services to a wide range of public and private clients. Our mission is to assist our clients in keeping pace with emerging trends in real estate through insightful analysis and cutting-edge pricing skills.

Appraisal Services are provided to financial & lending institutions, developers & builders, attorneys, investors, relocation management service companies, governmental agencies, corporations and the public. Our **Consulting Group** provides a wide array of services with respect to market analysis, project feasibility, redevelopment planning, project valuation and municipal entitlement proceedings. **Litigation support** is provided for matters requiring the valuation and corresponding expert testimony for eminent domain proceedings, contractual disputes, bankruptcy, tax appeals, equitable distribution, estate valuation and stigma related issues. **OTTEAU.com** offers a wide range of content and analysis on real estate trends including live-session lectures and our MarketTRAC and MarketCAST subscription packages.



As President of Otteau Group, Mr. Otteau manages all facets of the firm's business including www.otteau.com, which is an information provider on real estate trends. He has been actively engaged in real estate consultation and valuation since 1974 and holds the State Certified General Real Estate Appraiser certification, the highest level offered. He is also a Senior Accredited Member of the American Society of Appraisers (ASA).



His practice is concentrated in providing advisory and valuation services to financial institutions, governmental entities, developers, and investors. Mr. Otteau is widely respected for his knowledge and insight into real estate trends and is considered the go-to person for assessing the viability and optimization of real estate development and redevelopment projects.

He has been recognized as one of the most influential people in the real estate industry by NJBIZ for the past 7 years and was named by ROI NJ as one of the Top-10 Real Estate Professionals in 2017 and 2018. He is frequently quoted in the New York Times and Wall Street Journal, and has made television appearances on CNBC, Bloomberg, Fox 5 News and NBC. Jeffrey has been qualified as an expert in State and Federal Court and at hundreds of municipal and county proceedings, authored several texts on property valuation techniques and has lectured throughout North America.

He served on the Appraisal Standards Advisory Council, which consulted with the Appraisal Foundation in Washington, D.C. on its agenda of projects and major technical issues. Mr. Otteau served as a past Chairman of the Employee Relocation Council's Appraisal Standards Council and was inducted into their distinguished Hall of Leaders in 1995.

SCHEDULE OF HOURLY BILLING RATES

PRINCIPALS

Jeffrey G. Otteau, ASA, SCGREA, IFA	\$400.00
Christopher J. Otteau, MAI, AI-GRS, SCGREA	\$375.00
Heather Esposito, SCGREA	\$300.00

STAFF PROFESSIONALS

Tammy Bucior, SCGREA	\$275.00
Irene DeGraw, SCGREA	\$250.00
Mario Carrico, SCRREA	\$225.00
Megan F. Wilson, SCRREA	\$200.00

ANALYSTS

Maria Johnson	\$175.00
Christine Swanson	\$175.00
Connor Montferrat	\$150.00
Ashley Stasio	\$150.00
Andrew Mazur	\$125.00
Mitchell Young	\$100.00

REIMBURSABLES

Driving	\$0.535 per mile
Copying	\$0.12 per copy
Miscellaneous	billed at direct cost

NOTE: Time for off-premise work is billable on a portal-to-portal basis. Reimbursable expenses, including travel, copying, computer plotting, and other reproducible items, postal charges, subcontracted work and other expenses directly related to a specific project or application are billed at the firm's direct cost without mark-up for administration.

CONSULTING TERMS & CONDITIONS

The Terms and Conditions herein are part of an agreement for consulting services (the "Agreement") between Otteau Group, Inc. (OGI) and the client signing this Agreement, and for whom the consulting services will be performed (the "Client"), and shall be deemed a part of such Agreement. The Agreement shall be governed by the laws in the state of New Jersey.

All statements in the consulting report that are not historical facts should be considered as forward-looking projections. Although we believe that the expectations reflected in or suggested by such forward-looking projections are reasonable, we can give no assurance that they will be achieved. Known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements expressed or implied by these forward-looking projections to be different from these projections. Such risks, uncertainties and other factors include, but are not limited to, changes in general and local economic and industry and business conditions; adverse weather and other environmental conditions and natural disasters; changes in market conditions; changes in market pricing; government regulation, including regulations concerning development of land, tax laws and the environment; fluctuations in interest rates and the availability of mortgage financing; shortages in and price fluctuations of raw materials and labor; levels of competition; utility shortages and outages or rate fluctuations; changes in tax laws; and geopolitical risks, terrorist acts and other acts of war. We undertake no obligation to update or revise any forward-looking projections, whether because of new information, future events, changed circumstances or any other reason.

Projections of prospective selling prices and/or rents provided by OGI, if any, do not constitute an appraisal, but rather a consulting assignment consistent with the Scope of Work for this assignment. It has been communicated to the client that we are not acting in the role of appraisers, but instead as consultants.

OGI reserves the right to recall any of our reports and make any amendments, corrections, or changes that are deemed necessary.

OGI will assume that there are no major or significant items or issues affecting the Property that would require the expertise of a professional building contractor, engineer, or environmental consultant for OGI to prepare a valid report. Client acknowledges that such additional expertise is not covered in the Consulting fee and agrees that, if such additional expertise is required, it shall be provided by others at the discretion and direction of the Client, and solely at Client's additional cost and expense.

Unless specifically noted, in preparing the Consulting Report OGI will not be considering the possible existence of asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (collectively, "Hazardous Material") on or affecting the Property, or the cost of encapsulation or removal thereof. Further, Client represents that there is no major or significant deferred maintenance of the Property that would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, at Client's discretion and direction, and are not covered as part of the Consulting fee.

The Freshwater Wetlands Protection Act restricts the use and development of freshwater wetlands. The identification and delineation of freshwater wetlands on the subject property, if any, has not been brought to our attention nor did we become aware of any such delineations during our my inspection of the subject nor during our my investigations for this report; however, the consultant(s) is not qualified to render a professional opinion as to the presence or extent of freshwater wetlands. The reader is advised to seek competent, professional advice in identifying any such potential freshwater wetlands since identification and delineation of any freshwater wetlands within the subject boundaries could have significant impact upon conclusions in the consulting report.

The presence of any underground fuel storage tank(s) can pose a liability. Soil contamination could occur if a tank leaks and would be costly to clean up. Without a detailed physical inspection of any such tanks and the surrounding soil, it is impossible to estimate potential clean-up costs. Therefore, this analysis does not cover such contingencies.

All statements of fact in our analysis and report(s) which are used as the basis of the OGI's analyses, opinions, and conclusions will be true and correct to OGI's actual knowledge and belief. OGI does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the condition of the Property furnished to OGI by Client or others. The conclusions and any permitted reliance on and use of the Consulting Report shall be subject to the assumptions, limitations, and qualifying statements contained in the report.

OGI shall have no responsibility for legal matters, including zoning, or questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The consultants have made no survey and the sketches in the report are for illustrative purposes only. Our report(s) will not constitute a survey of the Property analyzed.

The data gathered in the course of the assignment (except data furnished by Client) and the report prepared pursuant to the Agreement are, and will remain, the property of OGI. With respect to data provided by the Client, OGI shall not violate the confidential nature of OGI's-Client relationship by improperly disclosing any proprietary information furnished to OGI. Notwithstanding the foregoing, OGI is authorized by Client to disclose all or any portion of the report and related data as may be required by statute, government regulation, legal process, or judicial decree.

In the event Client intends to use the Consulting Report in connection with a tax matter, Client acknowledges that OGI provides no warranty, representation or prediction as to the outcome of such tax matter. Client understands and acknowledges that any relevant taxing authority (whether the Internal Revenue Service or any other federal, state or local taxing authority) may disagree with or reject the Consulting Report or otherwise disagree with Client's tax position, and further understands and acknowledges that the taxing authority may seek to collect additional taxes, interest, penalties or fees from Client beyond what may be suggested by the Consulting Report. Client agrees that OGI shall have no responsibility or liability to Client or any other party for any such taxes, interest, penalties or fees and that Client will not seek damages or other compensation from OGI relating to any such taxes, interest, penalties or fees imposed on Client, or for any attorney's fees, costs or other expenses relating to Client's tax matters.

OGI shall have no liability with respect to any loss, damage, claim or expense incurred by or asserted against Client arising out of, based upon or resulting from Client's failure to provide accurate or complete information or documentation pertaining to an assignment ordered under or in connection with this Agreement, including Client's failure, or the failure of any of Client's agents, to provide a complete copy of the Consulting Report to any third party.

Client shall not disseminate, distribute, publish, make available or otherwise provide any Consulting Report prepared hereunder to any third party (including without limitation, incorporating or referencing the Consulting Report, in whole or in part, in any offering or other material intended for review by other parties) except to (i) any third party expressly acknowledged in a signed writing by OGI as an "Intended User" of the Consulting Report provided that either OGI has received an acceptable release from such third party with respect to such Consulting Report or Client provides acceptable indemnity protections to OGI against any claims resulting from the distribution of the Consulting Report to such third party, (ii) any third party service provider (including rating agencies and Client's auditors) using the Consulting Report in the course of providing services for the sole benefit of Client, or (iii) as required by statute, government regulation, legal process, or judicial decree. In the event OGI consents, in writing, to Client incorporating or referencing the Consulting Report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such materials available to any such parties unless and until Client has provided OGI with complete copies of such materials and OGI has approved all such materials in writing. Client shall not modify any such materials once approved by OGI. In the absence of satisfying the conditions of this paragraph with respect to a party who is not designated as an Intended User, in no event shall the receipt of a Consulting Report by such party extend any right to the party to use and rely on such report, and OGI shall have no liability for such unauthorized use and reliance on any Consulting Report. In the event Client breaches the provisions of this paragraph, Client shall indemnify, defend and hold OGI, and its affiliates and their officers, directors, employees, contractors, agents and other representatives (OGI and each of the foregoing an "Indemnified Party" and collectively the "Indemnified Parties") fully harmless from and against all losses, liabilities, damages and

expenses (collectively, "Damages") claimed against, sustained or incurred by any Indemnified Party arising out of or in connection with such breach, regardless of any negligence on the part of any Indemnified Party in preparing the Consulting Report.

In the event Client incorporates or references the Consulting Report, in whole or in part, in any offering or other material intended for review by other parties, Client shall indemnify, defend and hold each of the Indemnified Parties harmless from and against any Damages in connection with (i) any transaction contemplated by this Agreement or in connection with the consulting or the engagement of or performance of services by any Indemnified Party hereunder, (ii) any actual or alleged untrue statement of a material fact, or the actual or alleged failure to state a material fact necessary to make a statement not misleading in light of the circumstances under which it was made with respect to all information furnished to any Indemnified Party or made available to a prospective party to a transaction, or (iii) an actual or alleged violation of applicable law by Client (including, without limitation, securities laws) or the negligent or intentional acts or omissions of Client (including the failure to perform any duty imposed by law); and will reimburse each Indemnified Party for all reasonable fees and expenses (including fees and expenses of counsel) (collectively, "Expenses") as incurred in connection with investigating, preparing, pursuing or defending any threatened or pending claim, action, proceeding or investigation (collectively, "Proceedings") arising therefrom, and regardless of whether such Indemnified Party is a formal party to such Proceeding. Client agrees not to enter into any waiver, release or settlement of any Proceeding (whether, or not any Indemnified Party is a formal party to such Proceeding) without the prior written consent of OGI (which consent will not be unreasonably withheld or delayed) unless such waiver, release or settlement includes an unconditional release of each Indemnified Party from all liability arising out of such Proceeding.

Time Period for Legal Action - Unless the time period is shorter under applicable law, OGI and Client agree that any legal action or lawsuit by one party against the other party or its affiliates, officers, directors, employees, contractors, agents, or other representatives, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, relating to (a) this Agreement or the Consulting Report, (b) any services or studies under this Agreement or (c) any acts or conduct relating to such services or studies, shall be filed within two (2) years from the date of delivery to Client of the Consulting Report to which the claims or causes of action in the legal action or lawsuit relate. The time-period stated in this section shall not be extended by any incapacity of a party or any delay in the discovery or accrual of the underlying claims, causes of action or damages.



RESOLUTION NO. 2020-76

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

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO THE FIRM OF KYLE + MCMANUS ASSOCIATES, LLC TO PERFORM PROFESSIONAL AFFORDABLE HOUSING PLANNING AND/OR CONSULTING SERVICES.

WHEREAS, there is a need for the City of Asbury Park (the “City”) to appoint a licensed Planner/Consultant to perform certain professional affordable housing planning and/or consulting services (the “services”) for the City, for the time period from January 1, 2020 through December 31, 2020; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.* (specifically at N.J.S.A. 40A:11-5(1)(a)), as the services are being provided by a person(s) authorized by law to practice a recognized profession; and

WHEREAS, the Local Public Contracts Law authorizes the awarding of a contract for “professional services” without public advertising for bids and bidding therefor, provided that the Resolution authorizing the contract and the contract itself are available for public inspection in the office of the Municipal Clerk and that notice of the awarding of the contract is published in a newspaper of general circulation in the municipality; and

WHEREAS, the firm of Kyle + McManus Associates, LLC (also referenced as the “Firm”) of Hopewell, New Jersey, submitted a proposal to provide the necessary professional services to the City, pursuant to the terms and conditions set forth in the attached proposed form of contract; and

WHEREAS, the Firm has demonstrated that it has extensive experience in the affordable housing planning and/or consulting field, and that its services will be of benefit to the City; and

WHEREAS, the retention of the Firm has been effectuated through a “non-fair and open” (a/k/a restricted) process pursuant to and in accordance with the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the “Pay-to-Play Law”), and the Firm has submitted all necessary documents in compliance with the Pay-to-Play Law; and

WHEREAS, said appointment shall be subject to and contingent upon certification of adequate funding for the services by the City’s Chief Financial Officer.

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, as follows:

1. That the Kyle + McManus Associates, LLC (the “Firm”) is hereby appointed to perform professional affordable housing planning and/or consulting services for the City, for the time period from January 1, 2020 through December 31, 2020.
2. That this appointment is subject to and contingent upon certification of adequate funding for the services by the City’s Chief Financial Officer.
3. That, subject to the provisions of Paragraph 2 above, the Mayor is hereby authorized to execute, and the City Clerk to attest, the attached contract between the City and the Firm for the aforementioned professional services.
4. That this contract is awarded without competitive bidding as a “professional service” in accordance with N.J.S.A. 40A:11-5 of the Local Public Contracts Law of New Jersey.
5. That this contract is also awarded through a “non-fair and open” (a/k/a restricted) process pursuant to and in accordance with the State’s Pay-to-Play Law.
6. That notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
7. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Kyle + McManus Associates, LLC;
 - b. Donna M. Vieiro, Acting City Manager;
 - c. JoAnn Boos, Chief Financial Officer;
 - d. Edward M. Sasdelli, MPA, QPA, RMC, State Fiscal Oversight Monitor; and
 - e. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, Deputy 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. 2020-76 which was finally adopted by the City Council at a meeting held on the 22nd day of January, 2020

CERTIFIED BY ME THIS 23rd DAY OF January, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK

**CONTRACT FOR PROFESSIONAL PLANNING SERVICES
AS AFFORDABLE HOUSING PLANNER (ANNUAL CONTRACT)
FOR THE CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY**

THIS AGREEMENT is made as of this _____ day of _____, _____

BETWEEN:

**City of Asbury Park
City Hall
One Municipal Plaza
Asbury Park, NJ 07712**

hereinafter referred to as **CLIENT**

AND

**Kyle + McManus Associates, LLC
2 East Broad Street, 2nd Floor
PO Box 236
Hopewell, NJ 08525**

who shall be the **AFFORDABLE HOUSING PLANNER** hereinafter referred to as **PLANNER**.

WHEREAS, the **CLIENT** desires to engage the **PLANNER** to serve as the Affordable Housing Planner for the purpose of rendering planning services when the need arises and upon the request of the City; and

WHEREAS, by entering into this **CONTRACT**, the **CLIENT** acknowledges that the services to be performed by the **PLANNER** shall be considered a "Professional Service" in accordance with N.J.S.A. 40A:11-1 et. seq.; and

WHEREAS, Elizabeth McManus, PP, AICP, of Kyle + McManus Associates, LLC shall be designated as the Affordable Housing Planner on behalf of the **CLIENT**; and

WHEREAS, **PLANNER** certifies that it is in compliance with Pay-to-Play Laws, P.L.2004, c.19 and P.L.2005, c.271, including any applicable local ordinance(s) addressing political contributions, effective as of the date of this agreement.

NOW, THEREFORE, the **CLIENT** and **PLANNER**, in consideration of their mutual covenants and promises, agree as follows:

SECTION I -- PROFESSIONAL SERVICES OF THE PLANNER

The **PLANNER** shall provide basic professional planning services as required by **CLIENT** which may include the following:

1. Serve as an affordable housing consultant to the **CLIENT**;
2. Provide technical and planning advice to the **CLIENT**;
3. Review the applications, reports, and plans submitted by others to the **CLIENT**;

4. Consult with others and the CLIENT with respect to the foregoing matters, and all other planning matters, related to the duties and responsibilities of the CLIENT;
5. Furnish pertinent reports, counseling, and advice to the CLIENT as required;
6. Serve as an affordable housing planning consultant to the Governing Body, Planning Board and other municipal officials, boards, commissions and bodies of the CLIENT.
7. Review and/or prepare Master Plans and development ordinances as requested by the CLIENT.
8. Provide professional planning and zoning studies, reports and testimony as requested by the CLIENT.
9. Perform such other duties and functions as may be requested by the CLIENT; and
10. Attend meetings of the CLIENT as directed.

SECTION II -- CLIENT'S RESPONSIBILITIES

The CLIENT agrees to:

1. Make such records and information available to the PLANNER as may be required to assist him in the performance of his duties.
2. Authorize and direct committees, employees, and agents of the CLIENT to consult with the PLANNER at all reasonable times upon the request of the PLANNER regarding:
 - A. The work and services to be done or rendered by the PLANNER and/or others in the employ of the CLIENT;
 - B. The applications, plans, and reports to be reviewed by the PLANNER, submitted by others to the CLIENT;
 - C. The coordination of PLANNER'S professional services for any project or application; and,
 - D. Any and all other matters, as requested by the PLANNER, relating to the work and services of the PLANNER.
3. Submit to the PLANNER all relevant applications, plans, and reports prepared by others within such time to allow PLANNER ample opportunity to properly review same, consult with respect thereto and to make any necessary reports to the CLIENT, without the PLANNER causing a delay in the progress of the work.
4. Authorize the PLANNER to undertake additional services related to special projects ("Additional Services") if deemed necessary. Such authorization shall be by resolution of the CLIENT and memorialized in writing between the parties prior to commencement of said services. The PLANNER

shall be compensated for Additional Services in accordance with the negotiated fee agreed to between CLIENT and PLANNER, which shall be memorialized in the resolution authorizing the Additional Services.

SECTION III -- COMPENSATION OF THE PLANNER

1. For the services rendered by the PLANNER under this Agreement, the CLIENT shall pay and the PLANNER shall receive the following described sums:

- A. Professional Services:

For all professional services provided pursuant to Section I of this Agreement, the PLANNER shall be compensated at a rate consistent with Exhibit B. On any task for which the PLANNER is to be compensated from an escrow account for review and/or inspection services, CLIENT shall cooperate with the PLANNER and communicate the escrow account status throughout the extent of the application process or construction to assist PLANNER in ensuring that there are adequate funds for the services requested. At any time an escrow account is less than \$1,500, CLIENT shall provide immediate notice to PLANNER so that PLANNER can assess the prospective services requested and compare same to the escrow account balance prior to any further performance. All other work performed by staff other than the PLANNER will be billed in accordance with the Rate Schedule attached as Exhibit B.

- B. Additional Services:

For the additional services performed under Section II of this Agreement, the PLANNER shall be compensated in accordance with the negotiated fee as set forth in writing between the parties.

- C. Attendance at Meetings:

The PLANNER shall attend scheduled workshop and public meetings of the CLIENT as requested. The PLANNER shall be compensated for said meetings at a consistent with Exhibit B. PLANNER shall be compensated for a minimum of two (2) hours of time for each meeting.

- D. Travel Expenses

The PLANNER shall not charge for travel time or mileage for regularly scheduled public Planning Board or Zoning Board of Adjustment meetings. Travel and mileage for all other meetings shall be paid consistent with Exhibit B.

- E. Additional Expenses:

Expenses for postage and production of documents (including photo copies and color and/or other exhibits) and all other expenses specifically related to the work performed under this Agreement shall be reimbursed to the PLANNER in accordance Exhibit B.

2. Vouchers or invoices shall be issued monthly for services performed. Such billings shall be due when rendered. In the event CLIENT or a Developer/Applicant has a dispute with an invoice (or any portion of an invoice), CLIENT or Developer/Applicant shall nevertheless pay all undisputed invoices, or undisputed portions thereof, no later than 60 days from the date of the invoice. PLANNER agrees to negotiate any and all disputes in good faith with an effort of resolving the dispute within sixty (60) days of the subject invoice date.
3. In the event CLIENT requires PLANNER'S services beyond the termination date specified in SECTION V, PLANNER'S Schedule of Rates shall be subject to an equitable adjustment in January to reflect changes in the various elements that comprise the rates. All adjustments will be in pursuant to an agreement reached between the CLIENT and the PLANNER reduced to writing and deemed a modification of this Agreement.

SECTION IV -- PERIOD OF SERVICE

1. This Agreement shall have an effective commencement date of January 1, 2019 and shall terminate on December 31, 2019. Should the PLANNER'S services be required beyond that time, the PLANNER'S compensation for such work shall be subject to renegotiation, provided however, compensation shall not be lower than the rate provided in this agreement.

SECTION V -- STATUS OF PLANNER

1. To the extent permitted by law, the PLANNER, when engaged in the performance of duties and services as AFFORDABLE HOUSING PLANNER set forth herein (including specifically in Section I hereof), shall, only in the event of litigation, have the status of an agent of the Municipality for the sole and limited purposes of Title 59 Immunity (P.L.1972, c.45) allowing PLANNER to therefore be entitled to all immunities normally afforded to a MUNICIPAL employee or agent under Title 59.
2. The CLIENT, subject to appropriation and availability of funds, authorizes the PLANNER to secure any and all professional, technical and non-technical staff which may from time to time be necessary in the performance of the services required. It is expressly agreed and understood that services will be provided and certain functions will be performed on behalf of the CLIENT, pursuant to the terms of this proposal, by employees of Kyle + McManus Associates.
3. The professional, technical and non-technical staff referred to in subpart 2 hereof, when they are engaged on behalf of the CLIENT in the performance of the duties and services referred to in Section I hereof, shall be afforded Title 59 Immunity, to the extent permitted by law, as set forth in subpart 1, hereof.

SECTION VI -- OWNERSHIP AND REUSE OF DOCUMENTS

1. All final plans and specifications, ordered by the CLIENT and prepared by the PLANNER shall become the joint property of the CLIENT and the PLANNER. At the completion of work or in the event of termination, all work sheets and internal office communications of the PLANNER, including drawings, sketches, calculations, field notes and memoranda are and shall remain the property of the PLANNER, as instruments of service. The CLIENT, at its expense, may obtain extra prints of final drawings and specifications.
2. All documents including drawings and specifications prepared by the PLANNER pursuant to this Agreement are Instruments of Service with respect to a specific project. They are not intended or represented to be suitable for reuse of the CLIENT or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by the PLANNER for the specific purpose intended will be at the CLIENT's sole risk, with no liability or exposure to PLANNER; and the CLIENT shall indemnify and hold harmless PLANNER from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such unauthorized use. Any such verification or adaptation will entitle PLANNER to further compensation at rates to be agreed upon by the CLIENT and PLANNER.

SECTION VII -- INSURANCE AND INDEMNIFICATION

2. PLANNER shall secure and maintain Workman's Compensation Insurance (as required by Law) and General Liability Insurance (as required by contract) to protect the PLANNER and/or Its Employees and agents from claims for bodily injury, death or property damage which may arise from the performance of services pursuant to this proposal. The limits of said Liability Insurance shall not be less than \$1,000,000 with a \$2,000,000 excess liability coverage. The PLANNER shall provide Certificates of Insurance to the CLIENT prior to the performance of any services.
3. PLANNER shall also provide and maintain Professional Liability (Errors and Omissions) Insurance for claims which arise from any negligent performance of the PLANNER pursuant to this agreement. The limits of PLANNER'S Professional Liability insurance are currently \$1,000,000 per claim.
4. The CLIENT acknowledges that although the PLANNER is to cooperate with and make recommendations to the CLIENT with respect to planning matters related to the services provided by PLANNER, the final decisions are within the CLIENT's discretion and are to be made by the CLIENT.
5. The PLANNER shall not be liable in any way for any decision of the CLIENT (or consequences thereof) which (i) are not in accordance with the recommendations of the PLANNER, or (ii) are based on or related to any failure on the part of the CLIENT to accept or follow any recommendations of the PLANNER. In such event, the CLIENT hereby releases the PLANNER from any and all liability and waives any and all claims against the PLANNER arising out of or relating to any such decisions or the consequences thereof, and agrees to indemnify, defend, and save harmless the PLANNER against loss, liability, claim, damage, and expense, including reasonable counsel fees, arising out of or relating to any such decisions or the consequences thereof.

6. PLANNER agrees subject to the provisions herein, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by PLANNER's negligent acts, errors or omissions (and those of his or her contractors, subcontractors or consultants or anyone for whom the PLANNER is legally liable) in the performance of professional services under this Agreement.
7. The CLIENT agrees subject to the provisions herein, to indemnify and hold PLANNER harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT's negligent acts, errors or omissions.

SECTION VIII -- LITIGATION AND ADDITIONAL INVESTIGATION

1. If requested by the client or directed by subpoena or court order, or in response to an Open Public Records Act ("OPRA") request, the PLANNER shall prepare for AND appear in litigation matters or provide project documents on behalf of the CLIENT or make investigations or reports in connection therewith in accordance with Exhibit B, specifically the Public Client Litigation Rate Schedule, or other consideration for such additional compensation as the PLANNER and CLIENT shall previously agree to in writing.

SECTION IX -- ENTIRE AGREEMENT

1. This Agreement represents the entire agreement between the CLIENT and the PLANNER relating to the subject matter hereof and no representations or agreements made by either party or by any representative of either party in the negotiations leading to this Agreement or otherwise which are not expressed in this Agreement shall be binding on either party.
2. No change in, addition to, or modification of any provision of this Agreement shall be effective unless made by written agreement signed by the party to be charged with such change, addition, or modification.

SECTION X -- STATUTORILY REQUIRED AFFIRMATIVE ACTION CLAUSES

1. The PLANNER and the CLIENT hereby incorporate by reference into this Agreement the mandatory language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127 and N.J.S.A. 10:5-31, as amended and supplemented from time to time, and PLANNER agrees to comply fully with the terms, provisions and conditions of Subsection 3.4(a), and Section 3.4(a) shall be applied subject to the terms of Subsection 3.4(d) of the Regulations. The Affirmative Action Language set forth in Exhibit A is also made a part hereof.

SECTION XI -- AMERICANS WITH DISABILITIES ACT

1. The PLANNER and the CLIENT do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 ("Act") (U.S.C. Sec. 12101 et seq.), which prohibit discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this Agreement.

SECTION XII -- CONTROLLING LAW

1. The laws of the State of New Jersey shall govern this Agreement.

SECTION XIII -- SUCCESSORS AND ASSIGNS

1. Each Party to the Agreement is hereby bound to the terms and conditions contained in this Agreement and the legal representatives, successors and assignees of this Agreement, if any, shall also be bound to the terms and conditions contained herein.

SECTION XIV - SEVERABILITY

1. Any provision of this Agreement held to be void and unenforceable under any law or regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon the parties to this Agreement.

SECTION XV - TERMINATION OF APPOINTMENT

1. The parties agree that this agreement is a professional services contract and that Client may terminate the Planner at any time during the course of the contract term with or without cause.

IN WITNESS WHEREOF, the CLIENT and PLANNER have caused this Instrument to be executed in its respective name and behalf as of the day and year herein written.

WITNESS

CITY OF ASBURY PARK

BY: _____ BY: _____
[Municipal Witness] [Municipal Signature]
Mayor

WITNESS

KYLE MCMANUS ASSOCIATES, LLC

BY:  BY: 
[Kyle + McManus Associates, LLC Witness] Elizabeth McManus, PP, AICP
Principal



RESOLUTION NO. 2020-77

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

APPOINTING T & M ASSOCIATES TO SERVE AS MUNICIPAL ENGINEER FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) must appoint a licensed Engineering Firm to serve as the “Municipal Engineer” (a/k/a, the “City Engineer”) for the City for the year 2020; and

WHEREAS, the Mayor and Council have determined to appoint Christine A. Ballard, of T&M Associates, as the Municipal Engineer for the City for 2020; and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the Attorney’s services shall exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, in prior years the City determined to award a contract for these services through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law, which process is consistent with the requirements prescribed in the Memorandum of Understanding executed between the City and the State Division of Local Government Services (“DLGS”) concerning the transitional aid that is received by the City on an annual basis; and

WHEREAS, the City Engineer has agreed to maintain his rates at the 2019 levels; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2020, and expiring on December 31, 2020, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

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, as follows:

1. Christine A. Ballard, of the T & M Associates firm, is hereby appointed to serve as the “Municipal Engineer” (a/k/a, the “City Engineer”) for the City for the year 2020.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, an Agreement between the City of Asbury Park and T&M Associates., for the year 2020.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person authorized by law to practice a recognized profession.
4. Said contract has been awarded through a restricted (a/k/a, “non-fair and open”) process, pursuant to and in accordance with the Pay-to-Play Law, and further in accordance with the approval received from the DLGS.
5. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
6. A certified copy of this Resolution shall be provided to each of the following:
 - a. Donna Vieiro, City Manager
 - b. JoAnn Boos, CMFO, Chief Financial Officer
 - c. Director of the N.J. Division of Local Government Services
 - d. Edward Sasdelli, Fiscal Monitor
 - e. Christine A. Ballard, P.E., T&M Associates

I, MELODY HARTSGROVE, Deputy 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. 2020-77 which was finally adopted by the City Council at a meeting held on the 22nd day of January, 2020

CERTIFIED BY ME THIS 23rd DAY OF January, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK

**AGREEMENT
FOR
PROFESSIONAL SERVICES
AS
CITY ENGINEER
FOR
CITY OF ASBURY PARK**

THIS AGREEMENT is made as of this date, December 6, 2019 by and between

CITY OF ASBURY PARK
One Municipal Plaza
Asbury Park, New Jersey 07712

(Hereinafter referred to as the "CLIENT")

AND

T&M ASSOCIATES
11 Tindall Road
Middletown, New Jersey 07748

(Hereinafter referred to as the "ENGINEER")

WHEREAS, the CLIENT desires to engage the ENGINEER to serve as the **CITY ENGINEER** for the purpose of rendering professional services upon the request of the CLIENT; *and*

WHEREAS, ENGINEER has submitted a proposal as part of this Agreement to serve as **CITY ENGINEER**, the terms and conditions of said proposal, including fees, are satisfactory to the CLIENT, and are set forth herein; *and*

WHEREAS, CHRISTINE A. BALLARD, PE, a current employee of T&M Associates, has been appointed as the as **CITY ENGINEER** and shall be designated as the Engineer in Responsible Charge on behalf of the CLIENT; *and*

NOW, THEREFORE, the CLIENT and ENGINEER, in consideration of their mutual covenants and promises, agree as follows:

SECTION 1 – PERIOD OF SERVICE

This Agreement shall have an effective commencement date of January 1, 2020 and shall terminate on December 31, 2020. Of the ENGINEER's services be required beyond that time, the ENGINEER and CLIENT shall agree on the terms of the extended period of service.

SECTION 2 – PROFESSIONAL SERVICES OF THE ENGINEER

The ENGINEER upon the request of the CLIENT shall provide professional services requested by the CLIENT which shall include, but not be limited to, the following:

- a. Services required of an Authority Engineer by Statute and Ordinance and any other services requested and authorized by the Authority during the term of the ENGINEER's appointment;
- b. Provide professional services for the consulting projects identified by the CLIENT, as directed;
- c. Provide technical and engineering advice to the CLIENT;
- d. Consult with others and the CLIENT with respect to the foregoing matters, and all other engineering matters, related to the duties and responsibilities of the CLIENT;
- e. Furnish pertinent reports, counseling, and advice to the CLIENT, as required;
- f. Provide other professional services requested by the CLIENT which are offered directly by the ENGINEER or through sub-consultant agreements authorized by the CLIENT, including but not limited to: land surveys; preparation of grant applications; additional inspection or observation of projects; environmental evaluation or assessments; review of outside technical consultants; laboratory tests of materials; borings and other soils investigations; LSRP services, detailed layout of construction; or similar services;
- g. Provide Additional Services that may be requested by CLIENT; and
- h. Perform such other duties and functions as may be requested by the CLIENT.

SECTION 3 – ENGINEER'S RESPONSIBILITIES

The ENGINEER agrees to the following:

- a. Provide, with the usual thoroughness and competence of the engineering profession, the professional services noted and set forth in **Section 2 – Professional Services of the Engineer**;
- b. Perform all professional services under this Agreement with the care and skill ordinarily used by members of the engineering profession practicing under similar circumstances at the same time and in the same locality and based on facts and information available at the time services are provided;
- c. Obtain the services of sub-contractors or sub professionals as required and/or ordered by the CLIENT for the compensation provided herein; and
- d. In the event **CHRISTINE A. BALLARD, PE** is not available to provide services or if the employee's employment with T&M Associates terminates, then the ENGINEER shall designate another employee who is satisfactory to the CLIENT and who shall be in Responsible Charge for the remaining term of this Agreement.

SECTION 4 – CLIENT'S RESPONSIBILITIES

The CLIENT agrees to the following:

- a. Make such records and information available to the ENGINEER as may be required to assist him in the performance of his duties;
- b. Authorize and direct committees, employees, and agents of the CLIENT to consult with the ENGINEER at all reasonable times upon the request of the ENGINEER regarding the services performed as described in this Agreement;

- c. Submit to the ENGINEER all relevant applications, plans, and reports prepared by others within such time to allow the ENGINEER ample opportunity to properly review same, consult with respect thereto and to make any necessary reports to the CLIENT, without the ENGINEER causing a delay in the progress of the work; and
- d. Authorize the ENGINEER to undertake additional services related to special projects ("Additional Services") if deemed necessary. Such authorization shall be memorialized in writing between the parties prior to commencement of said services. The ENGINEER shall be compensated for Additional Services in accordance with the negotiated fee agreed to between the CLIENT and the ENGINEER.

SECTION 5 – PAYMENT TO THE ENGINEER

- 5.1 For the services rendered by the ENGINEER under this Agreement, the CLIENT shall pay, and the ENGINEER shall receive the following described sums:
 - 5.1.1 **PROFESSIONAL SERVICES.** For all professional services provided pursuant to this Agreement, the ENGINEER shall be compensated in accordance with the **2020 SCHEDULE OF HOURLY BILLING RATES / EXPENSES**, attached hereto as Exhibit II.
 - 5.1.2 **ADDITIONAL SERVICES.** For any Additional Services performed under Section 4 of this Agreement, the ENGINEER shall be compensated in accordance with the negotiated fee as set forth in writing between the parties.
 - 5.1.3 **ATTENDANCE AT MEETINGS.** The ENGINEER, or his representative, shall attend scheduled workshop and public meetings of the CLIENT as requested. The ENGINEER shall be compensated for said meetings in accordance with the **2020 SCHEDULE OF HOURLY BILLING RATES / EXPENSES** attached hereto as Exhibit II.
 - 5.1.4 **ADDITIONAL EXPENSES.** Expenses for travel, postage, and telephone are specifically included in the hourly rates set forth in the **2020 SCHEDULE OF HOURLY BILLING RATES / EXPENSES** attached hereto as Exhibit II. All other expenses specifically related to the work performed under this Agreement shall be reimbursed to the ENGINEER.
- 5.2 Vouchers or invoices shall be issued monthly by ENGINEER for services performed. Such billings shall be due when rendered. In the event the CLIENT has a dispute with an invoice (*or any portion of an invoice*), the CLIENT shall nevertheless pay all undisputed invoices, or undisputed portions thereof, no later than sixty (60) days from the date of the invoice. CLIENT and ENGINEER agree to negotiate any and all disputes in good faith with an effort of resolving the dispute within sixty (60) days of the subject invoice date.
- 5.3 In the event the CLIENT requires the ENGINEER's services beyond the termination date specified in **Section 1 – Period of Service**, the ENGINEER's **2020 Schedule of Hourly Billing Rates / Expenses** shall be subject to an equitable adjustment to reflect changes in the various elements that comprise the rates. All adjustments will be pursuant to an agreement reached between the CLIENT and the ENGINEER which such agreement shall be reduced to writing and deemed a modification of this Agreement.

SECTION 6 – STATUS OF ENGINEER

- 6.1 To the extent permitted by law, the ENGINEER, when engaged in the performance of duties and services set forth herein *(including specifically those services provided in Section 2 hereof)*, shall, in the event of litigation, act as and have the status of an employee or an agent of the Municipality for the sole and limited purposes of Title 59 Immunity allowing ENGINEER to therefore be entitled to all immunities normally afforded to a municipal employee or agent under Title 59.
- 6.2 The CLIENT, subject to appropriation and availability of funds, authorizes the ENGINEER to secure any and all professional, technical and non-technical staff which may from time to time be necessary in the performance of the services required. It is expressly agreed and understood that services will be provided, and certain functions will be performed on behalf of the CLIENT, pursuant to the terms of this proposal, by the ENGINEER's employees.
- 6.3 The professional, technical and non-technical staff referred to in **Subsection 6.2** hereof, when they are engaged on behalf of the CLIENT in the performance of Engineering duties and services referred to in **Section 2 – Professional Services of the Engineer** hereof, shall be afforded Title 59 Immunity, to the extent permitted by law, as set forth in **Subsection 6.1** hereof.

SECTION 7 – INSURANCE AND INDEMNIFICATION

- 7.1 The ENGINEER shall secure and maintain Worker's Compensation Insurance *(as required by Law)* and General Liability Insurance to protect the ENGINEER and / or its employees and agents from claims for bodily injury, death or property damage which may arise from the performance of services pursuant to this Agreement. The limits of said Liability Insurance shall not be less than \$1,000,000 with a \$2,000,000 excess liability coverage. If requested, the ENGINEER shall provide Certificates of Insurance to the CLIENT prior to the performance of any services.
- 7.2 The ENGINEER shall also provide and maintain Professional Liability *(Errors and Omissions)* Insurance for claims which arise from any negligent performance of the ENGINEER pursuant to this agreement. The limits of the ENGINEER'S Professional Liability insurance shall not be less than \$2,000,000 per claim.
- 7.3 The CLIENT acknowledges that although the ENGINEER is to cooperate with and make recommendations to the CLIENT with respect to engineering matters related to the services provided by the ENGINEER, the final decisions are within the CLIENT's discretion and are to be made by the CLIENT.

The ENGINEER shall not be liable in any way for any decision of the CLIENT *(or consequences thereof)* which (i) are not in accordance with the recommendations of the ENGINEER, or (ii) are based on the acts or omissions of a contractor or other third party that is not a party to a written agreement with ENGINEER by which ENGINEER assumes responsibility for the contractor or third party, or (iii) are based on or related to any failure on the part of the CLIENT to accept or follow any recommendations of the ENGINEER. The CLIENT hereby releases the ENGINEER from any and all liability and waives any and all claims against the ENGINEER arising out of or relating to any such decisions or the consequences thereof, and agrees to indemnify, defend, and save harmless the ENGINEER against loss, liability, claim, damage, and expense, including any consequential damages or reasonable counsel fees, arising out of or relating to any such decisions or the consequences thereof.

- 7.4 The ENGINEER agrees subject to the provisions herein, to indemnify and hold the CLIENT harmless from any damage, liability or cost (*including reasonable attorneys' fees and costs of defense*) to the extent caused by the ENGINEER's negligent acts, errors or omissions (*and those of his or her contractors, subcontractors or consultants or anyone for whom the ENGINEER is legally liable*) in the performance of professional services under this Agreement.

The CLIENT agrees subject to the provisions herein, to indemnify and hold the ENGINEER harmless from any damage, liability or cost (*including reasonable attorneys' fees and costs of defense*) to the extent caused by the CLIENT's negligent acts, errors or omissions.

SECTION 8 – OWNERSHIP AND REUSE OF DOCUMENTS

- 8.1 All final plans and specifications ordered by the CLIENT and prepared by the ENGINEER shall become the joint property of the CLIENT and the ENGINEER. At the completion of work or in the event of termination, all work sheets and internal office communications of the ENGINEER, including drawings, sketches, calculations, field notes and memoranda are and shall remain the property of the ENGINEER, as instruments of service. The CLIENT, at its expense, may obtain extra prints of final drawings and specifications.
- 8.2 All documents including drawings and specifications prepared by the ENGINEER pursuant to this Agreement are instruments of service with respect to a specific project. They are not intended or represented to be suitable for reuse of the CLIENT or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by the ENGINEER for the specific purpose intended will be at the CLIENT'S sole risk, with no liability or exposure to the ENGINEER; and the CLIENT shall indemnify and hold harmless the ENGINEER from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such unauthorized use. Any such verification or adaptation will entitle the ENGINEER to further compensation at rates to be agreed upon by the CLIENT and the ENGINEER.

SECTION 9 – MISCELLANEOUS

- 9.1 **AFFIRMATIVE ACTION.** The ENGINEER and the CLIENT hereby incorporate by reference into this Agreement the mandatory Affirmative Action language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127 and N.J.S.A. 10:5-31, as amended and supplemented from time to time; and ENGINEER agrees to comply fully with the terms, provisions and conditions of Subsection 3.4(a), and Section 3.4(a) shall be applied subject to the terms of Subsection 3.4(d) of the Regulations. The **AFFIRMATIVE ACTION LANGUAGE** set forth in Exhibit I is also made a part hereof.
- 9.2 **AMERICANS WITH DISABILITIES ACT.** The ENGINEER and the CLIENT do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (*the "Act"*) (U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this Agreement.
- 9.3 **FORCE MAJEURE.** The ENGINEER is not responsible for delays caused by factors beyond the ENGINEER's control including, but not limited to, strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely

manner, failure of the CLIENT to furnish timely information or provide review comments promptly, or delays caused by the faulty performance of others.

- 9.4 MUTUAL WAIVER.** To the fullest extent permitted by law, the CLIENT and the ENGINEER waive against each other, and the other's employees, officers, directors, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes including, but not limited to, loss caused by delay, commercial loss, or lost profits or revenues or opportunities from any service provided by either Party.
- 9.5 GOVERNING LAW.** The laws of the State of New Jersey shall govern this Agreement.
- 9.6 SUCCESSORS AND ASSIGNS.** Each Party to this Agreement is hereby bound to the terms and conditions contained in this Agreement and the legal representatives, successors and assignees of this Agreement, if any, shall also be bound to the terms and conditions contained herein.
- 9.7 SEVERABILITY.** Any provision of this Agreement held to be void and unenforceable under any law or regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon the parties to this Agreement.
- 9.8 ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the CLIENT and the ENGINEER relating to the subject matter hereof and no representations or agreements made by either party or by any representative of either party in the negotiations leading to this Agreement or otherwise which are not expressed in this Agreement shall be binding on either party. No change in, addition to, or modification of any provision of this Agreement shall be effective unless made by written agreement signed by the party to be charged with such change, addition, or modification.

IN WITNESS WHEREOF, the CLIENT and the ENGINEER have caused this Instrument to be executed in its respective name and behalf as of the day and year herein written.

WITNESS

By: _____
Cindy A. Dye
City of Asbury Park Clerk

By: _____
John Moor
Mayor

Date: _____

WITNESS

By: _____
Stephanie Bennett
Administrative Assistant

By: _____
Francis W. Mullan, PE, CME
Senior Vice President

Date: _____

EXHIBIT I

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 ET SEQ. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that

CITY OF ASBURY PARK
December 6, 2019
Page 8 of 9

it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302
(electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Attachment: Christine Ballard -T&M Associates Municipal Engineer (2020-77 : Appointment of Municipal Engineer)

09/13/01

**T & M ASSOCIATES
ELEVEN TINDALL RD
MIDDLETOWN NJ 07748**

Taxpayer Identification# 221-806-708/000

Dear Business Representative:

Recently enacted State law (Public Law 2001, c.134) requires all contractors and subcontractors with State, county and municipal agencies to provide proof of their registration with the Department of the Treasury, Division of Revenue. The law became effective September 1, 2001.

Our records indicate that you are currently registered with the Division of Revenue, and accordingly, we have attached a Proof of Registration Certificate for your use. If you are currently under contract or entering into a contract with a State, county or local agency, you must provide a copy of the certificate to the contracting agency.

Please note that the law sets forth penalties for non-compliance with the provisions above. See N.J.S.A. 54:52-20.

Finally, please note that the new law amended Section 92 of the Casino Control Act, which deals with the casino service industry.

Should you have any questions or require more information about the attached certificate, or are involved with the casino service industry, call (609) 292-1730.

Thank you in advance for your consideration and cooperation.

Sincerely,



Patricia A. Chiacchio
Director, Division of Revenue

**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS**

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:

T & M ASSOCIATES

TAXPAYER IDENTIFICATION#

221-806-708/000

ADDRESS

**ELEVEN TINDALL RD
MIDDLETOWN NJ 07748**

EFFECTIVE DATE:

03/21/88

FORM-BRC(08-01)

TRADE NAME:

CONTRACTOR CERTIFICATION#

0083800

ISSUANCE DATE:

09/13/01


Director, Division of Revenue

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Attachment: Christine Ballard -T&M Associates Municipal Engineer (2020-77 : Appointment of Municipal Engineer)

Certification 1589

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-AUG-2019** to **05-AUG-2022**

**T & M ASSOCIATES
11 TINDALL ROAD
MIDDLETOWN**

NJ 07748



A handwritten signature in cursive script, reading "Elizabeth Maher Muoio".

ELIZABETH MAHER MUOIO
State Treasurer

Attachment: Christine Ballard -T&M Associates Municipal Engineer (2020-77 : Appointment of Municipal Engineer)

CITY OF ASBURY PARK
December 6, 2019
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EXHIBIT II

2020 SCHEDULE OF HOURLY BILLING RATES / EXPENSES

Attachment: Christine Ballard -T&M Associates Municipal Engineer (2020-77 : Appointment of Municipal Engineer)

SCHEDULE OF HOURLY BILLING RATES



2020 Schedule of Hourly Billing Rates	
Billing Title	Billing Rate/Hour
Intern Junior Field Staff Junior Technical Staff Administrative Support Staff	\$73.00
Field Staff Professional Entry Level Technical Staff Junior Professional Staff	\$113.00
Professional Staff Senior Technical & Field Staff Senior Professional Staff Supervising Technical Staff	\$145.00
Supervising Professional Staff Principal Division Manager Corporate Manager	\$154.00
Billing Basis: Fixed Rate for Each Billing Title	

2020 ASPK-2020 RATES

T&M occasionally uses part-time and temporary staff to meet peak workload demands, and these staff will be billed in accordance with the rate schedule above.



SCHEDULE OF MISCELLANEOUS CHARGES

Effective: January 1, 2020

Contracted Services

Including subconsultants, contracted labor,

Sub-professionals, and subcontractors..... Invoice Cost + 15%

Direct Expenses

- Disbursements to agencies, vendors and suppliers

Includes: equipment; interstate transportation;
 permit, application, review, and similar fees; printing,
 plotting, reproduction, binding, and other graphic
 services; outside computer services; title, research,
 and data services; courier and express services;
 project field office expenses; and out-of-state telephone costs..... Invoice Cost

- Other Charges

Mileage..... Commensurate with IRS Guidelines

Travel and Subsistence Invoice Cost

Field Vehicles \$105/Day





RESOLUTION NO. 2020-78

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

APPOINTMENT TO THE BUSINESS ADVISORY COMMITTEE

WHEREAS, the Mayor and City Council of the City of Asbury Park (the “City”) believe that it is in the best interests of the residents of the City to formally create a “Business Committee,” (also referenced herein as the “Committee”) for the purpose(s) set forth below; and

WHEREAS, the purpose(s) of the Committee shall be to provide consultative and advisory assistance to the Mayor and Council, regarding business issues for the City, as well as all residents of the community; and

WHEREAS, it is intended that the Committee shall be advisory in nature, and that the Committee shall report its findings and recommendations to the Mayor and Council for further action, as the Governing Body deems appropriate; and

WHEREAS, the Committee shall keep the Mayor and Council informed of its work and shall report to the City Council at the Council’s request; and

WHEREAS, the Committee shall be composed of members who shall be appointed by the Mayor and Council and who shall serve, without compensation, at the pleasure of the Mayor and Council; and

WHEREAS, the terms of the Committee members shall be from January 1, 2020 through December 31, 2020; and

WHEREAS, the Committee shall appoint a Chair, and shall meet in accordance with a schedule as the Committee deems appropriate; and

WHEREAS, the Committee members will be indemnified for actions that are performed in the good faith performance of their duties in accordance with the provisions contained in Section 2-64 of the City Code, as well as applicable law; and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee.

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

follows:

1. A “Business Committee” (the “Committee”) is hereby established in and for the City, in accordance with the terms and conditions referenced above.

2. The following individuals are hereby appointed to serve on the Committee:

<u>Appointee</u>	<u>Term to Expire</u>
Chris Zatorski	12/31/2020

3. A certified copy of this Resolution shall be provided to all appointed members and Donna Vieiro, City Manager.

I, MELODY HARTSGROVE, Deputy 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. 2020-78 which was finally adopted by the City Council at a meeting held on the 22nd day of January, 2020

CERTIFIED BY ME THIS 23rd DAY OF January, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK

CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK, NJ 07712

PHONE: (732) 775-2100
FAX: (732) 775-0441



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

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

APPLICATION FOR APPOINTMENT AS A CITIZEN TO A BOARD, COMMITTEE OR COMMISSION

NAME CHRIS ZATORSKI
HOME ADDRESS 120 Wallace St Red Bank, NJ
PHONE 732-775-4881 EMAIL ZATORSKI.Chris@gmail.com

Do you reside within the City of Asbury? ☐ Yes ☒ No

Are you 18 years of age or older? ☒ Yes ☐ No

EXPERIENCE & CIVIC ACTIVITIES (Include other Boards, Committees etc; Attaching resume optional)

Red Bank
Treasurer, AYF Football 6 years, Coach 3. Member Asbury Park
Rotary Member Red Bank ELKS

EDUCATION B.A. Accounting Muhlenberg College
CPA. state of PA. (Inactive)

STATEMENT OF INTEREST (List the Boards, Committee or Commission you are interested in serving; experience you may have; and why you wish to serve.)

I am interested in volunteering on the business committee.
I have a variety of business experiences, I am optimistic
about the future of A.P. & would like to help as much as I can.
PLEASE LIST ANY CONFLICTS YOU MAY HAVE IF CHOSEN TO SERVE

None

I hereby certify that all statements provided above are true and complete. I understand that false or misleading statements by me cause for elimination from consideration.

SIGNATURE [Signature] DATE 2/25/19

Attachment: Chris Zatorski (2020-78 : Business Committee Appointments)



RESOLUTION NO. 2020-79

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

**RESOLUTION AUTHORIZING REFERRAL TO THE PLANNING BOARD OF
VARIOUS AFFORDABLE HOUSING ORDINANCES AND AMENDMENTS TO THE
ZONING ORDINANCE AND THE MAIN STREET, CENTRAL BUSINESS DISTRICT
AND SPRINGWOOD AVENUE REDEVELOPMENT PLANS, WHICH ARE DESIGNED
TO EFFECTUATE THE CITY'S ADOPTED 2019 THIRD ROUND HOUSING
ELEMENT AND FAIR SHARE PLAN, ALONG WITH A PROPOSED REVISED
OFFICIAL ZONING MAP.**

WHEREAS, the Asbury Park Planning Board (the "Planning Board") adopted a Master Plan and Master Plan Reexamination Report in December of 2017 which includes housing objectives and recommendations; and

WHEREAS, the Master Plan and Master Plan Reexamination Report recommended identification of inclusionary zoning opportunities, ensuring affordable housing units and projects consistent with State standards, and adoption of a Housing Element and Fair Share Plan; and

WHEREAS, the Planning Board adopted a Third Round Housing Element and Fair Share Plan in February of 2019 that recommended amendments to the City's existing Land Development Regulations, along with amendments to various existing Redevelopment Plans, intended to promote and incentivize the creation of affordable housing units within the City; and

WHEREAS, the Mayor and Council wish to proceed with the adoption of Ordinances to amend the City's existing Land Development Regulations, as well as to amend certain existing Redevelopment Plans, in order to effectuate the recommendations made by the Planning Board; and

WHEREAS, the Mayor and Council also wish to proceed with the adoption of a new Official Zoning Map for the City, which is consistent with said recommendations; and

WHEREAS, the following Ordinances have been prepared:

- (1) An Ordinance Amending the Land Development Regulations of the City of Asbury Park to Amend Article VIII Redevelopment Plans, Section 30-110.4 Springwood Avenue Redevelopment Plan, Consistent with and Designed to Effectuate the City's Adopted 2019 Third Round Housing Element and Fair Share Plan;

- (2) An Ordinance Amending the Land Development Regulations of the City of Asbury Park to Amend Article VI Zoning, Section 30-71.3 (B1) Downtown Retail District, Section 30-71.4 (B2) Main Street Retail Sales and Service and Section 30-71.5 (NC) Neighborhood Commercial Districts to Consolidate Zone Districts, Amend Permitted Uses and Incentivize the Creation of Inclusionary Housing Consistent with and Designed to Effectuate the City's Adopted 2019 Third Round Housing Element and Fair Share Plan;
- (3) An Ordinance Amending the Land Development Regulations of the City of Asbury Park to Amend Article VIII Redevelopment Plans, Section 30-110.1 Central Business District (CBD) Redevelopment Plan, Consistent with and Designed to Effectuate the City's Adopted 2019 Third Round Housing Element and Fair Share Plan;
- (4) An Ordinance Amending the Land Development Regulations of the City of Asbury Park to Amend Article VIII Redevelopment Plans, Section 30-110.2 Main Street Redevelopment Plan, Consistent with and Designed to Effectuate the City's Adopted 2019 Third Round Housing Element and Fair Share Plan;
- (5) An Ordinance Amending the Land Development Regulations of the City of Asbury Park Article VI Zoning, Section 30-70.6 (R3) Medium Density Multifamily Residential Zone, and to create a new "Deal Lake Drive Inclusionary Housing Overlay District" Consistent with and Designed to Effectuate the City's Adopted 2019 Third Round Housing Element and Fair Share Plan; and
- (6) An Ordinance of the City of Asbury Park, County of Monmouth and State of New Jersey Adopting Chapter 31, "Affordable Housing" to the Code of the City of Asbury Park to Address the Requirements of the NJ Superior Court.

WHEREAS, copies of the above-referenced Ordinances are attached hereto and made a part hereof; and

WHEREAS, a copy of the proposed revised Official Zoning Map is also attached hereto and made a part hereof; and

WHEREAS, the New Jersey Municipal Land Use Law, specifically at N.J.S.A. 40:55D-26, requires referral to the Planning Board of any development regulation or amendment thereto, so that the Planning Board may review the proposed legislation and determine whether it is consistent with the Master Plan and/or to make any other recommendations that it deems appropriate to the Governing Body; and

WHEREAS, the New Jersey Local Redevelopment and Housing Law, specifically at N.J.S.A. 40A:12A-7(e), also requires referral to the Planning Board of any redevelopment plan, or revision thereto, so that the Planning Board may review the same and determine whether it is consistent with the Master Plan and/or to make any other recommendations that it deems appropriate to the Governing Body; and

WHEREAS, in accordance with the above referenced statutes, the Mayor and Council of the City of Asbury Park now wish to refer the attached Ordinances, as well as the attached proposed revised Official Zoning Map, to the Planning Board for its review and recommendations.

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, as follows:

1. That the attached Ordinances, as well as the attached proposed revised Official Zoning Map, are hereby referred to the Planning Board, so that the Planning Board may review the same and determine whether they are consistent with the Master Plan and/or to make any other recommendations that the Planning Board deems appropriate to the Governing Body.
2. That, pursuant to N.J.S.A. 40:55D-26, the Planning Board's review of the proposed revisions to the City's existing Land Development Regulations and the proposed revised Official Zoning Map shall be completed within a period of thirty five (35) days after referral, or else the Mayor and Council shall be relieved of the referral requirement.
3. That, pursuant to N.J.S.A. 40A:12A-7(e), the Planning Board's review of the proposed revisions to the existing Redevelopment Plans shall be completed within a period of forty five (45) days after referral, or else the Mayor and Council shall be relieved of the referral requirement.
4. That a certified copy of this Resolution, along with copies all of the attachments, shall be provided to each of the following:
 - a. Asbury Park Planning Board;
 - b. Donna Vieiro, Acting City Manager;
 - c. Elizabeth K. McManus, LEED, AP, PP, AICP, Affordable Housing Planner;
 - d. Michele Alonso, Director of Planning & Redevelopment; and
 - e. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, Deputy 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. 2020-79 which was finally adopted by the City Council at a meeting held on the 22nd day of January, 2020

CERTIFIED BY ME THIS 23rd DAY OF January, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK

Ordinance No.
Amendments to Land Development Regulations
City of Asbury Park, Monmouth County

AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF ASBURY PARK TO AMEND ARTICLE VI ZONING, SECTION 30-71.3 (B1) DOWNTOWN RETAIL DISTRICT, SECTION 30-71.4 (B2) MAIN STREET RETAIL SALES AND SERVICE AND SECTION 30-71.5 (NC) NEIGHBORHOOD COMMERCIAL DISTRICTS TO CONSOLIDATE ZONE DISTRICTS, AMEND PERMITTED USES AND INCENTIVIZE THE CREATION OF INCLUSIONARY HOUSING CONSISTENT WITH AND DESIGNED TO EFFECTUATE THE CITY'S ADOPTED 2019 THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

WHEREAS, the Planning Board adopted a Master Plan & Master Plan Reexamination Report in December 2017 that includes Land Use and Housing Objectives and recommendations;

WHEREAS, the Master Plan & Master Plan Reexamination Report recommended consolidation of the B2 and NC districts, and modernization of the permitted uses;

WHEREAS, the Master Plan & Master Plan Reexamination Report also recommended identification of inclusionary zoning opportunities, ensuring affordable housing units and projects are consistent with State standards, and adoption of a housing element and fair share plan;

WHEREAS, the Planning Board adopted a Third Round Housing Element and Fair Share Plan in November 2019 that recommended amendments to the City's Land Development Regulations intended to promote and incentivize the creation of affordable housing units in inclusionary development;

WHEREAS, the Third Round Housing Element and Fair Share Plan recommended amending the B2 and NC Districts consistent with the Master Plan & Master Plan Reexamination Report and to incentivize inclusionary housing consistent with N.J.A.C. 5:93, the substantive rules of the Council on Affordable Housing;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Asbury Park, Monmouth County, New Jersey, that the Land Development Regulations hereby amended to incentivize new inclusionary housing.

SECTION 1. Amend Section 30- 15 Definitions as follows:

Additions are shown as thus; deletions shown as ~~thus~~

URGENT CARE CENTER

Shall mean any use engaged in providing walk-in, extended hour access for acute illness and injury care that is either beyond the scope or availability of the typical primary care practice or medical clinic. No overnight patients shall be kept on the premises. Medical offices and hospitals shall not be included.

Attachment: 200102 B District (2020-79 : Affordable Housing Ordinance and zoning map referral to planning board)

SECTION 2. Amend Section 30- 66.1 Designation of Zoning Districts as follows:

Additions are shown as thus; deletions shown as ~~thus~~

...

B1 Downtown Retail District

B2 Main Street Retail Sales and Service

NC Neighborhood Commercial

B Business District

...

SECTION 3. Amend Section 30-67 Schedule of Zone District Area, Yard and Building Requirements

Commercial Uses Part 1					
Zone	Min. Lot Size	Min. Lot Width	Min. Side Yd.	Min. Agg. Side	Min. Front Yd.
B1	None	None	None or 5' to abutting bldg.	--	None
B2	None	None	Same as B1	--	10 ft.
NC	5,000 s.f.	50 ft.	Same as B1	--	10 ft. min.
<u>B</u>	<u>Vacant parcels: 5,000 s.f.</u> <u>All others: existing lot area</u>	<u>Vacant parcels: 50 ft.</u> <u>All others: existing lot area</u>	<u>Adjacent to nonresidential district or use:</u> <u>None</u> <u>Adjacent to residential district or use:</u> <u>5 ft.</u>	<u>None</u>	<u>Memorial Dr.: Min. 10 ft.; Max. 25 ft.</u> <u>All other streets: Min. 0 ft.; Max. 10 ft.</u>
PO	5,000 s.f.	50 ft.	Same as R1	Same as R1	Same as R1
LI	None	None	Same as B1	--	10 ft.
WRA	PURSUANT TO WATERFRONT REDEVELOPMENT PLAN				

Commercial Uses Part 2						
ZONE	Min. Rear Yd.	Max. Density	Max. FAR	Min. OSR	Max. Bldg. Cov.	Max. Height
B1	10% Lot Depth: 1	--	2.5	--	90% above 1st. St.	6 st. 75 ft.
B2	Same as B1	--	1	--	Same as B1	3 st. 40 ft.
NC	30 ft.	--	0.75	--	50%/80% w. Parking	3 st. 30 ft.
B	10 ft.	40 du/ac, not less than 5 units	2.5	--	80%	4 st. 50 ft.
PO	Same as R1	--	0.75	--	35%/50% w. Parking	3 st. 30 ft.
LI	Same as B1	--	2.5	--	Same as B1	3 st. 40 ft.
WRA	PURSUANT TO WATERFRONT REDEVELOPMENT PLAN					

SECTION 4. Amend Section 30-68.3 Height Regulations as follows:

...

3. In the ~~B1, B2~~ **B** and LI Zone Districts, penthouses are exempt from height restrictions provided they cover not more than twenty (20%) percent of the main roof area, are not more than twelve (12) feet, and further provided that all building service equipment and appurtenances are enclosed in the penthouse in addition to any use permitted in the zone where located.

...

SECTION 5. Amend Section 30-71.2 Accessory Uses as follows:

Customary accessory uses such as signs (subject to § 30-61) and parking facilities (subject to § 30-59) are permitted in the ~~B1, B2~~ **B** and LI Zones. Storage trailers are specifically prohibited as accessory uses.

SECTION 6. Delete Section 30-71.4 (B2) – Main Street Retail Sales and Service.

SECTION 7. Rename and Amend Section 30-71.5 (NC) – Neighborhood Commercial as follows:

Additions are shown as thus; deletions shown as ~~thus~~

Section 30-71.5 ~~(NC) – Neighborhood Commercial~~ **(B) Business District**

a. Permitted Uses.

1. ~~Hardware stores.~~ Stores and shops for the conduct of a retail trade or services not specifically prohibited.
2. Personal services.
3. Take-out and sit-down restaurants.
- ~~3.4.~~ Art galleries, art studios, museums, and theaters along Asbury Avenue.
- ~~4.5.~~ Artist live/work studios
- ~~5. Delicatessens.~~
6. Convenience stores.
- ~~7. Card and gift shops.~~
- ~~8. Pharmacies.~~
- ~~9. Florists.~~
7. Business, secretarial, and trade schools.
8. Gymnasiums, and health and fitness clubs.
9. Dance studios, martial arts schools, and similar instructional schools.
10. Laundromats.
- ~~11. Dry cleaners and tailors.~~
11. Groceries and supermarkets.
12. Business and professional offices, banks, and fiduciary institutions.
13. Medical Offices.
14. Arcades.
15. Automobile rental uses, Automobile rental uses located along Memorial Drive only.
- ~~12-16.~~ Upper story residences subject to subsection f. herein and § 30-73.11.
- 13,17. One (1) and two (2) family residences existing as of the date of this Ordinance.

b. Prohibited Uses

1. Nursing homes.
2. Licensed health care facilities.
3. Soup kitchens and food pantries.
4. Houses of worship and places of assembly.
5. Social clubs.
6. Retail and used car sales.
7. Motor vehicle repair garages.
8. Motor vehicle body repair garages.

9. Nightclubs and cabarets.
10. Gas stations.
11. Drive throughs.
12. Sexually oriented land uses.

c. Permitted Accessory Uses.

1. Accessory buildings.
2. Private recreational facilities and common open space.
3. Off-street parking facilities, including garages and/or structured parking
4. Minor home occupations.

d. Permitted Conditional Uses.

1. Urgent Care Center.
2. Microbrewery or brew pub, including distilleries.
3. Sound recording and rehearsal studios above the first floor of a building.

e.e. Off-street Parking Requirements

1. For new development on vacant property: One (1) parking space per three hundred fifty (350) square feet of gross floor area, with the exception that floor area devoted to low, moderate and middle income housing units shall not require parking.

Parking requirement may be met through lease of Municipal parking within one thousand (1,000) feet of the site.

d.f. Affordable Housing Requirements

1. The creation of five (5) or more new residential units shall require a 20% set-aside of low and moderate income housing units.
2. Additional density of five (5) units per acre above that which is permitted in the district shall be provided where 8% or more of new residential units are reserved for middle income housing and where 20% or more of new residential units are reserved for low and moderate income housing.
3. Affordable housing units shall comply with the City's affordable housing regulations and the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80- 26.1), which shall control in the case of any conflicts with this ordinance, provided that a minimum of 13 percent of the total low- and moderate-income units shall be affordable to very low income households (i.e. 30% or less of median income).

e.g. Site Design.

1. Parking shall not be located between a building and a public street.
2. A planted buffer strip of not less than 10 feet in width or a solid fence shall be provided along each side or rear property line that abuts a residence.

f.h. Building Design.

1. First-floor facades containing nonresidential uses which are visible from a public street shall be expressed as building modules that do not exceed 40 feet in width so as to eliminate blank walls, create more interesting architecture, and facilitate small-scale commercial opportunities. Architectural elements including but not limited to piers, columns, insets, projections or other vertical elements must be used to visually break up the plane of the first floor façade.
2. Where facing a public street, nonresidential uses shall have a minimum of 60% of the ground floor facade between three (3) and 10 feet above grade and shall have 30% of upper floor facades be transparent and shall provide visual access to the street. Blanked-out windows, windows which display only signage, or look into unused or "dead" space do not meet this requirement.
- ~~1.3.~~ Structured parking that is visible to a public street shall not exceed one story (parking level). Structured parking shall be screened by structural elements that are compatible with the materials and design of the front and side building facades.
- ~~2.4.~~ Building materials and architectural details shall be consistent on all sides of each building.
- ~~3.5.~~ Multiple principal buildings shall be permitted on a lot.
- ~~4.6.~~ Maximum building length: 100 feet.
- ~~5.7.~~ Building facades shall be finished in stone veneer, cement stucco, brick, fiber cement panel and/or cast stone. Metal shall be used only for minor accentuation of other elements of the facade.
- ~~6.8.~~ Building entrances shall be articulated to make it easily identifiable by visitors and to provide architectural interest. Examples of special features of entrances include, but are not limited to, awnings and architectural treatments.
- ~~7.9.~~ Pedestrian friendly building design and on-site site furnishings (outdoor tables, benches, bicycle racks, etc.) are required along the public street.
- ~~8.10.~~ Roof design:
 - (a) Roof shape, color, and texture shall be coordinated with the exterior materials of the building's facade.
 - (b) Roof design shall minimize the negative impact of roof protrusions by grouping plumbing vents, ducts, and other utility structures together.
 - (c) Rooftop equipment such as mechanical units, vents, and flues shall be located centrally on the building roof, to the extent practicable. Any equipment visible from a publicly accessible area, adjacent lots, and pedestrian corridors shall be screened with solid materials using parapets, pitched roof forms, or penthouses. Screening shall be constructed of the same or complementary material as the building.

SECTION 8. Amend Section 30-71.6 (LI) Light Industrial as follows:

Additions are shown as thus; deletions shown as ~~thus~~

- a. Permitted Uses. All uses permitted ~~under § 30-71.3 through 30-71.5 in the B District~~ plus the following uses: cabinet makers; furniture makers; glass and mirror cutters; machine shops; welders; manufacture, assembly or fabrication of tangible products that does not involve emission of smoke, fumes or dust and does not generate noise in excess of sixty (60) decibels beyond the property line; warehousing; wholesaling; repair shops, not to include motor vehicle repair.

...

SECTION 9. Amend Section 30-73.11 Upper Story Residences in Nonresidential Zoning Districts as follows:

Additions are shown as thus; deletions shown as ~~thus~~

Upper story residences in nonresidential business districts shall comply with the following requirements:

- a. ~~There shall be not more than four (4) apartments on any commercial property.~~
- b. Access to all apartments shall be separate from any access to nonresidential use in the same building.
- c. ~~The portion of the first floor of buildings directly fronting on a public street shall have not less than 85% of the building length consist of permitted nonresidential uses; up to 15% of the remaining building length may consist of residential uses, which shall include but is not limited to residential units, entries and vestibules, mail rooms, and other residential accessory uses. The portion of the first floor of buildings facing an off-street parking area may consist of residential uses. Apartments shall not be permitted on the first floor of any building in a nonresidential zoning district, and shall not be permitted on any floor in a building which floor contains a nonresidential establishment.~~
- d.c. Apartment shall not consist of more than three (3) bedrooms.
- e.d. A commercial building that is enlarged to provide for one (1) or more upper story residences shall be required to provide one (1) additional off-street parking space per apartment.
- f.e. The applicant shall submit a proposal for the handling and disposal of solid waste, including the means by which differing recycling requirements between commercial and residential uses will be reconciled and shall comply with all applicable requirements regarding same.
- g.f. Parking shall not be required for low, moderate and middle income units.

SECTION 10. Amend Section 30-76 Regulations Governing Conditional Use as follows:

Additions are shown as thus; deletions shown as ~~thus~~

- a. ~~Reserved.~~ Urgent care.
1. Access shall be provided from Memorial Drive, Asbury Avenue, or Main Street.
 2. Where abutting a residential zone district, operating hours shall be between 7am and 10pm.
 3. Parking shall be provided in accordance with the B district requirements.

...

Section 11. Severability.

If any section, part of any section, or clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this ordinance. The governing body of the City of Asbury Park declares that it would have passed the ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section 12. Effective Date.

This ordinance shall take effect immediately upon passage and publication according to law.

APPROVED: _____
John Moor, Mayor

ATTEST: _____
Cindy Dye, RMC, Clerk

Introduced:

Adopted:

Ordinance No.
Amendments to Land Development Regulations
City of Asbury Park, Monmouth County

AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF ASBURY PARK
 TO AMEND ARTICLE VIII REDEVELOPMENT PLANS, SECTION 30-110.1 CENTRAL BUSINESS DISTRICT
 (CBD) REDEVELOPMENT PLAN, CONSISTENT WITH AND DESIGNED TO EFFECTUATE THE CITY'S
 ADOPTED 2019 THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

WHEREAS, the Planning Board adopted a Master Plan & Master Plan Reexamination Report in December 2017 that includes Housing Objectives and recommendations;

WHEREAS, the Master Plan & Master Plan Reexamination Report recommended identification of inclusionary zoning opportunities, ensuring affordable housing units and projects are consistent with State standards, and adoption of a housing element and fair share plan;

WHEREAS, the Planning Board adopted a Third Round Housing Element and Fair Share Plan in November 2019 that recommended amendments to the City's Land Development Regulations intended to promote and incentivize the creation of affordable housing units in inclusionary development;

WHEREAS, the Third Round Housing Element and Fair Share Plan recommended amending the Central Business District (CBD) Redevelopment Plan to incentivize the creation of inclusionary housing requirements consistent with N.J.A.C. 5:93, the substantive rules of the Council on Affordable Housing;

WHEREAS, the amended Redevelopment Plan standards herein are consistent with the 2019 Housing Element and Fair Share Plan; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Asbury Park, Monmouth County, New Jersey, that the Central Business District (CBD) Redevelopment Plan is hereby amended to incentivize creation of inclusionary housing.

SECTION 1. Amend Section 30-110.1 Central Business District (CBD) Redevelopment Plan as follows:

Additions are shown as thus; deletions shown as ~~thus~~

...

Ordinance No. 2019- adopted -2019. Creates affordable housing requirements in the Central Business District (CBD) Redevelopment Plan.

Attachment: 200102 CBD (2020-79 : Affordable Housing Ordinance and zoning map referral to planning board)

SECTION 2. Add to the 2018 Amended Central Business District (CBD) Redevelopment Plan, Affordable Housing Incentive:

Additions are shown as thus; deletions shown as ~~thus~~

...

Affordable Housing Incentive

Where 15% of the total housing units in a building are reserved for low and moderate income housing, said building shall be permitted an additional 10 feet of building height and the affordable housing units in said building shall not require parking. This provision shall apply to all Districts in the CBD Redevelopment Area.

Affordable housing units shall comply with the City's affordable housing regulations and the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80- 26.1), which shall control in the case of any conflicts with this ordinance, provided that a minimum of 13 percent of the total low- and moderate-income units shall be affordable to very low income households (i.e. 30% or less of median income).

...

Section 3. Severability.

If any section, part of any section, or clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this ordinance. The governing body of the City of Asbury Park declares that it would have passed the ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section 4. Effective Date.

This ordinance shall take effect immediately upon passage and publication according to law.

APPROVED: _____

John Moor, Mayor

ATTEST: _____

Cindy Dye, RMC, Clerk

Introduced:

Adopted:

Ordinance No.
Amendments to Land Development Regulations
City of Asbury Park, Monmouth County

AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF ASBURY PARK TO AMEND ARTICLE VIII REDEVELOPMENT PLANS, SECTION 30-110.2 MAIN STREET REDEVELOPMENT PLAN, CONSISTENT WITH AND DESIGNED TO EFFECTUATE THE CITY'S ADOPTED 2019 THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

WHEREAS, the Planning Board adopted a Master Plan & Master Plan Reexamination Report in December 2017 that includes a Housing Objectives and recommendations;

WHEREAS, the Master Plan & Master Plan Reexamination Report recommended identification of inclusionary zoning opportunities, ensuring affordable housing units and projects are consistent with State standards, and adoption of a housing element and fair share plan;

WHEREAS, the Planning Board adopted a Third Round Housing Element and Fair Share Plan in November 2019 that recommended amendments to the City's Land Development Regulations intended to promote and incentivize the creation of affordable housing units in inclusionary development;

WHEREAS, the Third Round Housing Element and Fair Share Plan recommended amending the Main street Redevelopment Plan to promote and incentivize inclusionary housing requirements consistent with N.J.A.C. 5:93, the substantive rules of the Council on Affordable Housing;

WHEREAS, the amended Redevelopment Plan standards herein are consistent with the 2019 Housing Element and Fair Share Plan; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Asbury Park, Monmouth County, New Jersey, that the Main Street Redevelopment Plan is hereby amended to provide new inclusionary housing standards.

SECTION 1. Amend Section 30-110.2 Main Street Redevelopment Plan as follows:

Additions are shown as thus; deletions shown as ~~thus~~

...

Ordinance No. 2019- adopted -2019. Amends the affordable housing requirements in the Main Street Redevelopment Plan.

Attachment: 200102 Main Street (2020-79 : Affordable Housing Ordinance and zoning map referral to planning board)

SECTION 2. Amend the 2018 Amended Main Street Redevelopment Plan, Proposed Land Uses & Building Requirements by Character District, Land Uses, page 38:

Additions are shown as thus; deletions shown as ~~thus~~

...

Principal Land Uses, Sunset Park:

Open space; multifamily residential (except on ground floor); art galleries and exhibition spaces; professional, medical, and business offices; retail stores; restaurants (dine-in), personal services.

SECTION 3. Amend the 2018 Amended Main Street Redevelopment Plan, Proposed Land Uses & Building Requirements by Character District, Bulk & Lot Requirements, page 39:

Additions are shown as thus; deletions shown as ~~thus~~

...

Height, Civic Core / South Gateway:

Min. 2 to max. 8 stories, or 90 feet

Height, Community Shopping Zone:

Min. 1 to max 4 stories, or 45 feet

~~Min. 1 to max 3 stories, or 35 feet~~

Height, Asbury Avenue Gateway:

~~Min. 2 to max 4 stories, or 45 feet~~

Min. 1 to max 5 stories, or 55 feet

Height, Sunset Park:

Min. 1 to max 5 stories, or 55 feet

~~Min. 2 to max 4 stories, or 45 feet~~

Height, North Gateway:

Min. 1 to max 5 stories, or 55 feet

~~Min. 2 to max 4 stories, or 45 feet~~

SECTION 4. Amend the 2018 Amended Main Street Redevelopment Plan, Parking Requirements, Parking Standards table, Residential Land Uses, page 42:

Additions are shown as thus; deletions shown as ~~thus~~

Low, moderate and middle income residences, per unit, 0 spaces minimum, 2 spaces maximum.

SECTION 5. Amend the 2018 Amended Main Street Redevelopment Plan Recommended Redevelopment or Rehabilitation Activities & Identification of Redevelopment or Rehabilitation Parcels, page 49:

Additions are shown as **thus**; deletions shown as ~~thus~~

Municipal Building Redevelopment. Parcels 113.2 and 113.1 are recommended for redevelopment. These parcels are currently owned by the City of Asbury Park. These parcels would be developed in phases with a new municipal building and mixed-used structures with ground floor retail and upper-story offices and residential units. **The residential units shall be subject to a 25% set-aside of low- and moderate-income housing.** The mixed use structures would wrap around a parking garage that would serve this district. The Transportation Center and its surroundings would be improved in accordance with the Asbury Park Transportation Improvement Study.

SECTION 6. Amend the 2018 Amended Main Street Redevelopment Plan, Affordable Housing, page 51:

Additions are shown as **thus**; deletions shown as ~~thus~~

The City's Master Plan includes two specific objectives regarding affordable housing:

- Balance housing options in the City, including affordable housing for low and moderate-income households. Encourage the continued development of a variety of housing ranging from affordable to middle income and market rate units.
- To fully integrate affordable housing throughout the City both within projects and geographically throughout Asbury Park.

The Main Street Redevelopment Area is envisioned to include new residential development. New residential development within this Redevelopment Area must contribute toward meeting the aforementioned City-wide objectives delineated in the City's Master Plan. **New residential development also must be undertaken in accordance with regulations of the Council on Affordable Housing (COAH) and the City's overall affordable housing obligations under COAH regulations. The creation of five (5) or more new residential units shall require a 20% set-aside of low and moderate income housing units of the new units, with the exception of the Municipal Building Redevelopment parcel, which shall provide a 25% set-aside of low and moderate income housing.**

Additional density of five (5) units per acre above the permitted maximum density shall be provided where 8% or more of new residential units are reserved for middle income housing and where 20% or more of new residential units are reserved for low and moderate income housing.

Affordable housing units shall comply with the City's affordable housing regulations and the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80- 26.1), which shall control in the case of any conflicts with this ordinance, provided that a minimum of 13 percent of the total low- and moderate-income units shall be affordable to very low income households (i.e. 30% or less of median income).

Section 7. Severability.

If any section, part of any section, or clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this ordinance. The governing body of the City of Asbury Park declares that it would have passed the ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section 8. Effective Date.

This ordinance shall take effect immediately upon passage and publication according to law.

APPROVED:

John Moor, Mayor

ATTEST:

Cindy Dye, RMC, Clerk

Introduced:

Adopted:

Ordinance No.
Amendments to Land Development Regulations
City of Asbury Park, Monmouth County

AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF ASBURY PARK TO AMEND ARTICLE VI ZONING, SECTION 30-70.6 (R3) MEDIUM DENSITY MULTIFAMILY RESIDENTIAL ZONE, AND TO CREATE A NEW "DEAL LAKE DRIVE INCLUSIONARY HOUSING OVERLAY DISTRICT" CONSISTENT WITH AND DESIGNED TO EFFECTUATE THE CITY'S ADOPTED 2019 THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

WHEREAS, the Planning Board adopted a Master Plan & Master Plan Reexamination Report in December 2017 that includes Housing Objectives and recommendations;

WHEREAS, the Master Plan & Master Plan Reexamination Report recommended identification of inclusionary zoning opportunities, ensuring affordable housing units and projects are consistent with State standards, and adoption of a housing element and fair share plan;

WHEREAS, the Planning Board adopted a Third Round Housing Element and Fair Share Plan in November 2019 that recommended amendments to the City's Land Development Regulations intended to promote and incentivize the creation of affordable housing units in inclusionary development;

WHEREAS, the Third Round Housing Element and Fair Share Plan recommended amending a portion of the R3 District along Deal Lake Drive to create a new overlay zoning district that incentivizes inclusionary housing consistent with N.J.A.C. 5:93, the substantive rules of the Council on Affordable Housing;

WHEREAS, the portion of the R3 District along Deal Lake Drive recommended for change include Block 3703, Lots 1, 2, 3 portion of Lot 5; Block 3704, Lots portion of 1, 2; Block 3705, Lots 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, 13, 14;

WHEREAS, the overlay district standards herein are consistent with the 2019 Housing Element and Fair Share Plan; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Asbury Park, Monmouth County, New Jersey, that the Deal Lake Drive Inclusionary Housing Overlay is created for a portion of the R3 District along Deal Lake Drive.

SECTION 1. Amend Section 30- 66.1 Designation of Zoning Districts as follows:

Additions are shown as thus; deletions shown as ~~thus~~

...

Deal Lake Drive Inclusionary Housing Overlay

Attachment: 200102 R3 Deal Lake (2020-79 : Affordable Housing Ordinance and zoning map referral to planning board)

SECTION 2. Amend Section 30-66.2A Zoning Map Amendments as follows:

Additions are shown as thus; deletions shown as ~~thus~~

...

b. Deal Lake Drive Inclusionary Housing Overlay District.

- 1. The City has updated the Zoning Map to add the Deal Lake Drive Inclusionary Housing Overlay District.**
- 2. The areas added were based upon Ordinance 2019- .**
- 3. The specific changes to the Zoning Map are as follows:**
 - (a) The Deal Lake Drive Inclusionary Housing Overlay District boundary has been added to Block 3703, Lots 1, 2, 3, 5; Block 3704, Lots 1, 2; Block 3705, Lots 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, 13, 14;**

...

SECTION 3. Amend Section 30-70.6 (R3) – Medium Density Multifamily Residential Zone as follows:

Additions are shown as thus; deletions shown as ~~thus~~

...

c. Permitted Conditional Uses. Pursuant to § 30-76.3 of this chapter:

1. Major home occupations.
2. Funeral homes and houses of worship.
3. Attached single-family residential developments of tracts of at least twenty-two thousand (22,000) square feet and a maximum residential density of ten (10) dwelling units per acre.
- ~~4. Mid-rise multifamily residential buildings on tracts of twenty thousand (20,000) square feet or greater and a maximum height of five (5) stories and sixty (60) feet with common hallways accessible to not more than five (5) dwelling units per hallway and a maximum residential density of fifty (50) dwelling units per acre at a floor area ratio of 2.0.~~

...

SECTION 4. Add Section 30-70.7 Deal Lake Drive Inclusionary Housing Overlay District as follows:

- a. Purpose. The following provides for alternative zoning via overlay zoning that is applicable when five or more new units are created.**
- b. Permitted Principal Uses.**
 - 1. Multi-family Dwellings with a 20% set-aside of low and moderate income housing.**
- c. Permitted Accessory Uses.**
 - 1. Accessory buildings.**

2. Private recreational facilities and common open space.
3. Off-street parking facilities, including garages and/or structured parking
4. Minor home occupations.
5. Uses which are customary and incidental to the principal use.
- d. Permitted Conditional Uses.
 1. None.
- e. Off-street Parking Requirements
 1. Parking shall be provided pursuant to Section 30-59.5. with the exception that parking shall not be required for low, moderate and middle income units.
- f. Affordable Housing Requirement
 1. Additional density of five (5) units per acre shall be provided where 8% or more of new residential units are reserved for middle income housing and where 20% or more of new residential units are reserved for low and moderate income housing.
 2. Affordable housing units shall comply with the City's affordable housing regulations and the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80- 26.1), which shall control in the case of any conflicts with this ordinance, provided that a minimum of 13 percent of the total low- and moderate-income units shall be affordable to very low income households (i.e. 30% or less of median income).
- g. Bulk Standards and Site Design.
 1. Minimum Lot Size: Lot size existing as of the effective date of this Ordinance
 2. Minimum Lot Width: 20 feet
 3. Minimum Front Yard: 30 feet
 4. Maximum Front Yard: 50 feet
 5. Minimum Side Yard: 10 feet
 6. Minimum Rear Yard: 30 feet
 7. Minimum Density: 30 du/ac
 8. Maximum Density: 60 du/ac
 9. Maximum FAR: 1.7
 10. Maximum Building Cover: 50%
 11. Maximum Lot Cover: 80%
 12. Maximum Principal Building Height: 8 st. 90 ft.
 13. Maximum Accessory Building Height: 15 feet
 14. Parking shall not be located between a building and a public street.
 15. A planted buffer strip of not less than 5 feet in width or a solid fence shall be provided along each side or rear property line that abuts a one (1) or two (2) family residence.
- h. Building Design.

1. Structured parking that is visible to a public street shall not exceed one story (parking level). Structured parking shall be screened by structural elements that are compatible with the materials and design of the front and side building facades.
2. Building materials and architectural details shall be consistent on all sides of each building.
3. Multiple principal buildings shall be permitted on a lot.
4. Maximum building length: 200 feet.
5. Any facade of a residential building shall not continue on the same plane for a linear distance of more than 75 feet. Minimum two-foot offsets shall be required at breaks in the facade planes.
6. Building facades shall be finished in stone veneer, stucco, brick, fiber cement panel and/or cast stone. Metal shall be used only for minor accentuation of other elements of the facade.
7. Building entrances shall be articulated to make it easily identifiable by visitors and to provide architectural interest. Examples of special features of entrances include, but are not limited to, awnings and architectural treatments.
8. Pedestrian friendly building design and on-site site furnishings (outdoor tables, benches, bicycle racks, etc.) are required along Deal Lake Drive.
9. Roof design:
 - (a) Roof shape, color, and texture shall be coordinated with the exterior materials of the building's facade.
 - (b) Roof design shall minimize the negative impact of roof protrusions by grouping plumbing vents, ducts, and other utility structures together.
 - (c) Rooftop equipment such as mechanical units, vents, and flues shall be located centrally on the building roof, to the extent practicable. Any equipment visible from a publicly accessible area, adjacent lots, and pedestrian corridors shall be screened with solid materials using parapets, pitched roof forms, or penthouses. Screening shall be constructed of the same or complementary material as the building.

Section 5. Severability.

If any section, part of any section, or clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this ordinance. The governing body of the City of Asbury Park declares that it would have passed the ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section 6. Effective Date.

This ordinance shall take effect immediately upon passage and publication according to law.

APPROVED: _____

John Moor, Mayor

ATTEST: _____

Cindy Dye, RMC, Clerk

Introduced:

Adopted:

Attachment: 200102 R3 Deal Lake (2020-79 : Affordable Housing Ordinance and zoning map referral to planning board)

Ordinance No.
Amendments to Land Development Regulations
City of Asbury Park, Monmouth County

AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF ASBURY PARK
 TO AMEND ARTICLE VIII REDEVELOPMENT PLANS, SECTION 30-110.4 SPRINGWOOD AVENUE
 REDEVELOPMENT PLAN, CONSISTENT WITH AND DESIGNED TO EFFECTUATE THE CITY'S ADOPTED
 2019 THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

WHEREAS, the Planning Board adopted a Master Plan & Master Plan Reexamination Report in December 2017 that includes Housing Objectives and recommendations;

WHEREAS, the Master Plan & Master Plan Reexamination Report recommended identification of inclusionary zoning opportunities, ensuring affordable housing units and projects are consistent with State standards, and adoption of a housing element and fair share plan;

WHEREAS, the Planning Board adopted a Third Round Housing Element and Fair Share Plan in November 2019 that recommended amendments to the City's Land Development Regulations intended to promote and incentivize the creation of affordable housing units in inclusionary development;

WHEREAS, the Third Round Housing Element and Fair Share Plan recommended amending the Springwood Avenue Redevelopment Plan to replace the "growth share" requirements with inclusionary housing requirements consistent with N.J.A.C. 5:93, the substantive rules of the Council on Affordable Housing;

WHEREAS, the amended Redevelopment Plan standards herein are consistent with the 2019 Housing Element and Fair Share Plan; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Asbury Park, Monmouth County, New Jersey, that the Springwood Avenue Redevelopment Plan is hereby amended to provide new inclusionary housing standards.

SECTION 1. Amend Section 30-110.4 Springwood Avenue Redevelopment Plan as follows:

Additions are shown as thus; deletions shown as ~~thus~~

...

Ordinance No. 2019- adopted -2019. Amends the affordable housing requirements in the Springwood Avenue Redevelopment Plan.

Attachment: 200102 Springwood (2020-79 : Affordable Housing Ordinance and zoning map referral to planning board)

SECTION 2. Amend the 2018 Amended Springwood Avenue Redevelopment Plan, Affordable Housing, Development Standards, page 36:

Additions are shown as thus; deletions shown as ~~thus~~

...

Affordable housing units must reflect the economic realities of the City's lower-income populations and the City's median household income. At least 20% of new residential units are required to be sold or rented at levels affordable to low and moderate income households. Payments in-lieu of providing affordable housing on-site are not permitted when the development includes residential units.

Affordable housing units shall comply with the City's affordable housing regulations and the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80- 26.1), which shall control in the case of any conflicts with this ordinance, provided that a minimum of 13 percent of the total low- and moderate-income units shall be affordable to very low income households (i.e. 30% or less of median income).

~~In mixed-use projects, non-residential development shall provide one (1) affordable housing unit on-site for every 25 jobs created by new or expanded non-residential development. In mixed-use developments where the non-residential development creates less than twenty-five (25) jobs based on the COAH rules, at least one affordable unit will be constructed on-site to satisfy the non-residential affordable housing obligation. Determination of the number of jobs created shall be based on the new or expanded gross floor area in the development and the conversion factors, by use group, published by COAH as Appendix E in N.J.A.C. 5:94-1 et. seq.~~

~~Where the proposed development contains exclusively non-residential use, and the identified redeveloper is not constructing residential units elsewhere in the Springwood Avenue Redevelopment Area, the redeveloper may provide the required affordable units in a location outside of the Area in a location reasonably comparable to the development as approved by the City. Alternatively, the redeveloper may provide a payment in lieu of constructing the required affordable units, which payment shall represent the subsidy required to make market housing units affordable. Exempted from this provision shall be the following types of development which do not constitute a portion of the state or housing region's tax-ratable wealth: educational, cultural and outdoor recreational facilities; quasi-public uses such as churches, clubs, lodges or similar uses; and public uses.~~

...

Section 3. Severability.

If any section, part of any section, or clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this ordinance. The governing body of the City of Asbury Park declares that it would have passed the ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section 4. Effective Date.

This ordinance shall take effect immediately upon passage and publication according to law.

APPROVED: _____
John Moor, Mayor

ATTEST: _____
Cindy Dye, RMC, Clerk

Introduced:

Adopted:

Attachment: 200102 Springwood (2020-79 : Affordable Housing Ordinance and zoning map referral to planning board)

**CITY OF ASBURY PARK
COUNTY OF MONMOUTH**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH AND STATE OF NEW JERSEY ADDING CHAPTER 31 "AFFORDABLE HOUSING" TO THE CODE OF THE CITY OF ASBURY PARK TO ADDRESS THE REQUIREMENTS OF THE NJ SUPERIOR COURT

Section I. Chapter 31, entitled "Fair Share Affordable Housing Ordinance," Created. That Chapter 31, "Fair Share Affordable Housing" is hereby added to the Code to read as follows:

**Chapter 31
AFFORDABLE HOUSING**

**ARTICLE I
General Program Purposes, Procedures**

§ 31-1. Affordable Housing Obligation.

- A. This section of the City Code sets forth regulations regarding the low and moderate income housing units in the City consistent with the provisions known as the "Substantive Rules of the New Jersey Council on Affordable Housing", N.J.A.C. 5:93 et seq., the Uniform Housing Affordability Controls ("UHAC"), N.J.A.C. 5:80-26.1 et seq. except where the UHAC requirements for the creation of very-low income units are superseded by the requirements of the Fair Housing Act as established in P.L. 2008, c.46 (the "Roberts Bill", codified at N.J.S.A. 52:27D-329.1), and the City's constitutional obligation to provide a fair share of affordable housing for low and moderate income households.
- B. This Ordinance is intended to assure that very-low, low- and moderate-income units ("affordable units") are created with controls on affordability over time and that very-low, low- and moderate-income households shall occupy these units. This Ordinance shall apply to all inclusionary developments and 100% affordable developments (including those funded with low-income housing tax credit financing) except where inconsistent with applicable law.
- C. This Ordinance is also intended to create standards and mechanisms for the creation and preservation of housing units affordable to middle-income households not provided for in the Fair Housing Act or in the rules promulgated by COAH. Except where otherwise required in this chapter, units in the City reserved for middle-income households will be subject to the same controls as units reserved for very-low, low-, and moderate-income households per UHAC and COAH's substantive rules.

§ 31-2. Definitions. As used herein the following terms shall have the following meanings:

“Act” means the Fair Housing Act of 1985, P.L. 1985, c. 222 (*N.J.S.A. 52:27D-301 et seq.*).

“Adaptable” means constructed in compliance with the technical design standards of the Barrier Free Subcode, *N.J.A.C. 5:23-7*.

“Administrative agent” means the entity responsible for the administration of affordable units in accordance with this ordinance, *N.J.A.C. 5:91*, *N.J.A.C. 5:93* and *N.J.A.C. 5:80-26.1 et seq.*

“Affirmative marketing” means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to *N.J.A.C. 5:80-26.15*.

“Affordability average” means the average percentage of median income at which restricted units in an affordable housing development are affordable to low-, moderate-, and middle-income households.

“Affordable” means, a sales price or rent within the means of a low- or moderate-income household as defined in *N.J.A.C. 5:93-7.4*, or within the means of a middle income household as defined in this Chapter; in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in *N.J.A.C. 5:80-26.6*, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in *N.J.A.C. 5:80-26.12*, as may be amended and supplemented.

“Affordable development” means a housing development all or a portion of which consists of restricted units.

“Affordable housing development” means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100% affordable development.

“Affordable housing program(s)” means any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality’s fair share obligation.

“Affordable unit” means a housing unit proposed or created pursuant to the Act, this ordinance, credited pursuant to *N.J.A.C. 5:93*, and/or funded through an affordable housing trust fund.

“Agency” means the New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (*N.J.S.A. 55:14K-1, et seq.*).

“Age-restricted unit” means a housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development where the unit is situated are 62 years or older; or 2) at least 80% of the units are occupied by one person that is 55 years or older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing

and Urban Development as “housing for older persons” as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

“Alternative living arrangement” means a structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternative living arrangement includes, but is not limited to: transitional facilities for the homeless, Class A, B, C, D, and E boarding homes as regulated by the New Jersey Department of Community Affairs; residential health care facilities as regulated by the New Jersey Department of Health; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements.

“Assisted living residence” means a facility licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

“Certified household” means a household that has been certified by an Administrative Agent as a low-income household or moderate-income household.

“COAH” means the Council on Affordable Housing, which is in, but not of, the Department of Community Affairs of the State of New Jersey, that was established under the New Jersey Fair Housing Act (*N.J.S.A. 52:27D-301 et seq.*).

“DCA” means the State of New Jersey Department of Community Affairs.

“Deficient housing unit” means a housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

“Developer” means any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land proposed to be included in a proposed development including the holder of an option to contract or purchase, or other person having an enforceable proprietary interest in such land.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to *N.J.S.A. 40:55D-1 et seq.*

“Fair Share Plan” means the plan that describes the mechanisms, strategies and the funding sources, if any, by which the City proposes to address its affordable housing

obligation as established in the Housing Element, including the draft ordinances necessary to implement that plan, and addresses the requirements of *N.J.A.C. 5:93-5*.

"Housing Element" means the portion of the City's Master Plan, required by the Municipal Land Use Law ("MLUL"), *N.J.S.A. 40:55D-28b(3)* and the Act, that includes the information required by *N.J.A.C. 5:93-5.1* and establishes the City's fair share obligation.

"Inclusionary development" means a development containing both affordable units and market rate units. This term includes, but is not necessarily limited to: new construction, the conversion of a non-residential structure to residential and the creation of new affordable units through the reconstruction of a vacant residential structure.

"Low-income household" means a household with a total gross annual household income equal to 50% or less of the median household income. Except where otherwise specified, this shall include very-low income households.

"Low-income unit" means a restricted unit that is affordable to a low-income household.

"Major system" means the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load bearing structural systems.

"Market-rate units" means housing not restricted to low- and moderate-income households that may sell or rent at any price.

"Median income" means the median income by household size for the applicable county, as adopted annually by COAH or approved by the NJ Superior Court.

"Middle-income household" means a household with a total gross annual household income between 80% and 120% of the median household income.

"Middle-income unit" means a restricted unit that is affordable to a middle-income household.

"Moderate-income household" means a household with a total gross annual household income in excess of 50% but less than 80% of the median household income.

"Moderate-income unit" means a restricted unit that is affordable to a moderate-income household.

"Non-exempt sale" means any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor's deed to a class A beneficiary and the transfer of ownership by court order.

“Random selection process” means a process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

“Regional asset limit” means the maximum housing value in each housing region affordable to a four-person household with an income at 80% of the regional median (120% for middle income units) as defined by adopted/approved Regional Income Limits.

“Rehabilitation” means the repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, *N.J.A.C. 5:23-6*.

“Rent” means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

“Restricted unit” means a dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of *N.J.A.C. 5:80-26.1*, as may be amended and supplemented, but does not include a market-rate unit financed under UHOP or MONI.

“Special master” means an expert appointed by a judge to make sure that judicial orders are followed. A master's function is essentially investigative, compiling evidence or documents to inform some future action by the court.

“UHAC” means the Uniform Housing Affordability Controls set forth in *N.J.A.C. 5:80-26.1 et seq.*

“Very-low income household” means a household with a total gross annual household income equal to 30% or less of the median household income.

“Very-low income unit” means a restricted unit that is affordable to a very-low income household.

“Weatherization” means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for rehabilitation.

§ 31-3. New Construction. The following requirements shall apply to all new or planned developments that contain low-, moderate-, and middle-income housing units.

- A. Phasing. Final site plan or subdivision approval shall be contingent upon the affordable housing development meeting the following phasing schedule for low-

, moderate-, and middle-income units whether developed in a single phase development, or in a multi-phase development:

Maximum Percentage of Market-Rate Units <u>Completed</u>	Minimum Percentage of Low-, Moderate-, and Middle Income <u>Units Completed</u>
25	0
25+1	10
50	50
75	75
90	100

- B. Fractional Units. The affordable housing obligation shall be rounded down to the nearest whole number when the fraction is less than .50 and shall be rounded up to the nearest whole number when the fraction is .50 or greater.
- C. Design. In inclusionary developments, low-, moderate-, and middle-income units shall be integrated with the market units, except where otherwise permitted by the Planning Board or Zoning Board of Adjustment.
- D. Payments-in-lieu and off-site construction. The standards for the collection of payments-in-lieu of constructing affordable units or standards for constructing affordable units off-site, shall be in accordance with *N.J.A.C. 5:93-8.10(c)*.
- E. Utilities. Affordable units shall utilize the same type of heating source as market units within the affordable development.
- F. Income and Bedroom Distribution of Affordable Housing Units:
 - 1. The fair share obligation shall be divided between low- , moderate - income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low-income unit. The income distribution of units may be superseded in a district zoning standards, where applicable.
 - 2. In each affordable development, at least 50% of the low-and moderate units within each bedroom distribution shall be low-income units. This may be altered where specified in the applicable zoning ordinance, redevelopment plan, or resolution of approval.
 - 3. Within rental developments, of the total number of affordable rental units, at least 13% shall be affordable to very-low income households.
 - 4. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
 - (a) The combined number of efficiency and one-bedroom units shall be no greater than 20% of the total affordable units;

- (b) At least 30% of all affordable units shall be two bedroom units;
- (c) At least 20% of all affordable units shall be three bedroom units; and
- (d) The remaining units may be allocated among two and three bedroom units at the discretion of the developer.

- 5. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted affordable units within the inclusionary development. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

G. Accessibility Requirements:

- 1. The first floor of all new restricted townhouse dwelling units and all low, moderate-, and middle-income multistory dwelling units attached to at least one (1) other dwelling unit shall be subject to the technical design standards of the Barrier Free Subcode, *N.J.A.C. 5:23-7*.
- 2. All restricted townhouse dwelling units and all low-, moderate-, and middle-income multistory dwelling units attached to at least one (1) other dwelling unit shall have the following features:
 - (a) An adaptable toilet and bathing facility on the first floor;
 - (b) An adaptable kitchen on the first floor;
 - (c) An interior accessible route of travel on the first floor;
 - (d) An interior accessible route of travel shall not be required between stories within an individual unit;
 - (e) An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and
 - (f) An accessible entranceway as set forth at P.L. 2005, c. 350 (*N.J.S.A. 52:27D-311a et seq.*) and the Barrier Free Subcode, *N.J.A.C. 5:23-7*, or evidence that the City has collected funds from the developer sufficient to make 10% of the adaptable entrances in the development accessible:
 - (1) Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.

- (2) To this end, the builder of restricted units shall deposit funds within the City of Asbury Park's affordable housing trust fund sufficient to install accessible entrances in 10% of the affordable units that have been constructed with adaptable entrances.
- (3) The funds deposited under paragraph (2) herein, shall be used by the City for the sole purpose of making the adaptable entrance of any affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.
- (4) The developer of the restricted units shall submit a design plan and cost estimate for the conversion from adaptable to accessible entrances to the Construction Official of the City of Asbury Park.
- (5) Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free Subcode, *N.J.A.C. 5:23-7*, and that the cost estimate of such conversion is reasonable, payment shall be made to the City of Asbury Park's affordable housing trust fund in care of the Municipal Treasurer who shall ensure that the funds are deposited into the affordable housing trust fund and appropriately earmarked.
- (6) Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is site impracticable to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free Subcode, *N.J.A.C. 5:23-7*.

H. Maximum Rents and Sales Prices.

1. In establishing rents and sales prices of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC and by the Superior Court, utilizing the regional income limits established.
2. The maximum rent for low- and moderate-income restricted rental units within each affordable development shall be affordable to households earning no more than 60% of median income, and the average rent for restricted low- and moderate-income units shall be affordable to households earning no more than 52% of median income.
3. The maximum rent for middle-income restricted units within each affordable development shall be affordable to households earning no more than 100% of median income, and the average rent for restricted middle -income units shall be affordable to households earning no more than 90% of median income.

4. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for units in each income category.
 - (a) At least 13% of all low- and moderate-income rental units shall be affordable to households earning no more than 30% of median income.
5. The maximum sales price of restricted low- and moderate-income ownership units within each affordable development shall be affordable to households earning no more than 70% of median income, and each affordable development must achieve an affordability average of 55% for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type.
6. The maximum sales price of middle-income restricted ownership units within each affordable development shall be affordable to households earning no more than 110% of median income, and each affordable development must achieve an affordability average of 95% for restricted ownership units; in achieving this affordability average, middle-income ownership units must be available for at least two different prices for each bedroom type.
7. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units other than assisted living facilities, the following standards shall be met:
 - (a) A studio or efficiency unit shall be affordable to a one-person household;
 - (b) A one-bedroom unit shall be affordable to a one and one-half person household;
 - (c) A two-bedroom unit shall be affordable to a three-person household;
 - (d) A three-bedroom unit shall be affordable to a four and one-half person household; and
 - (e) A four-bedroom unit shall be affordable to a six-person household.
8. In determining the initial rents for compliance with the affordability average requirements for restricted units in assisted living facilities, the following standards shall be met:
 - (a) A studio or efficiency unit shall be affordable to a one-person household;

- (b) A one-bedroom unit shall be affordable to a one and one-half person household; and
 - (c) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.
9. The initial purchase price for all restricted low-, moderate-, and middle-income ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95% of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28% of the eligible monthly income of the appropriate size household as determined under *N.J.A.C. 5:80-26.4*, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of *N.J.A.C. 5:80-26.3*, as may be amended and supplemented.
 10. The initial rent for a low-, moderate-, and middle-income restricted rental unit shall be calculated so as not to exceed 30% of the eligible monthly income of the appropriate household size as determined under *N.J.A.C. 5:80-26.4*, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of *N.J.A.C. 5:80-26.3*, as may be amended and supplemented.
 11. The price of owner-occupied low-, moderate-, and middle-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

Income limits for all units for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to *N.J.A.C. 5:80-26.1* shall be updated by the City annually within 30 days of the publication of determinations of median income by HUD as follows:

- (a) Regional income limits shall be established for the Region 4 based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in Region 4. This quotient represents the regional weighted

average of median income for a household of four. The income limit for a middle-income unit for a household of four shall be 120 percent of the regional weighted average median income. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very-low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.

- (b) The income limits calculated each year shall be the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for the relevant fiscal year, and shall be utilized until the City updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
 - (c) The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the City annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.
12. The rent levels of very-low-, low-, moderate-, and middle-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the Northeast Urban Area, upon its publication for the prior calendar year. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low income housing tax credit regulations shall be indexed pursuant to the regulations governing low income housing tax credits.
 13. Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance approved by DCA for its Section 8 program.

§ 31-4. Condominium and Homeowners Association Fees.

- A. For any affordable housing unit that is part of a condominium association and/or homeowner's association, the Master Deed shall reflect that the association fee assessed for each affordable housing unit shall be established at 100% of the market rate fee.

§ 31-5. Reserved.

§ 31-6. Reserved.

§ 31-7. Reserved.

§ 31-8. Reserved.

ARTICLE II

Affordable Unit Controls and Requirements

§ 31-9. Purpose.

- A. The requirements of this section apply to all developments that contain affordable housing units, including any currently unanticipated future developments that will provide affordable housing units as defined in this Chapter.

§ 31-10. Affirmative Marketing.

- A. The City shall adopt by resolution an Affirmative Marketing Plan, subject to approval of the Superior Court, compliant with *N.J.A.C. 5:80-26.15*, as may be amended and supplemented.
- B. The affirmative marketing plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The affirmative marketing plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward COAH Housing Region 4 and covers the period of deed restriction.
- C. The affirmative marketing plan shall provide a regional preference for all households that live and/or work in COAH Housing Region 4, comprised of Monmouth, Ocean, and Mercer Counties.

- D. The Administrative Agent designated by the City shall assure the affirmative marketing of all affordable units is consistent with the Affirmative Marketing Plan for the municipality.
- E. In implementing the affirmative marketing plan, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
- F. The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy.
- G. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by the City of Asbury Park.

§ 31-11. Occupancy Standards.

- A. In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to:
 - 1. Provide an occupant for each bedroom;
 - 2. Provide separate bedrooms for parents and children;
 - 3. Provide children of different sexes with separate bedrooms; and
 - 4. Prevent more than two persons from occupying a single bedroom.
- B. Additional provisions related to occupancy standards (if any) shall be provided in the municipal Operating Manual.

§ 31-12. Selection of Occupants of Affordable Housing Units.

- A. The administrative agent shall use a random selection process to select occupants of low-, moderate-, and middle-income housing.
- B. A waiting list of all eligible candidates will be maintained in accordance with the provisions of *N.J.A.C. 5:80-26 et seq.*

§ 31-13. Control Periods for Restricted Ownership Units and Enforcement Mechanisms.

- A. Control periods for restricted ownership units shall be in accordance with *N.J.A.C. 5:80-26.5*, and each restricted ownership unit shall remain subject to the controls on affordability for a period of at least 30 years, until the municipality takes action to release the controls on affordability.

- B. Rehabilitated owner-occupied housing units that are improved to code standards shall be subject to affordability controls for a period of 10 years.
- C. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
- D. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.
- E. A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all code standards upon the first transfer of title that follows the expiration of the applicable minimum control period provided under *N.J.A.C. 5:80-26.5(a)*, as may be amended and supplemented.

§ 31-14. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices.

- A. Price restrictions for restricted ownership units shall be in accordance with *N.J.A.C. 5:80-26.1*, as may be amended and supplemented, including:
 - 1. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.
 - 2. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
 - 3. The method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the restricted affordable unit owners and the market unit owners.
 - 4. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom.

§ 31-15. Buyer Income Eligibility.

- A. Buyer income eligibility for restricted ownership units shall be in accordance with *N.J.A.C. 5:80-26.1*, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50% of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80% of median income. Additionally, middle-income ownership units shall be reserved for households with a gross income less than 120% of median income.

- B. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-, moderate-, or middle-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33% of the household's certified monthly income.

§ 31-16. Limitations on indebtedness secured by ownership unit; subordination.

- A. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the administrative agent shall determine in writing that the proposed indebtedness complies with the provisions of this section.
- B. With the exception of original purchase money mortgages, during a control period neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95% of the maximum allowable resale price of that unit, as such price is determined by the administrative agent in accordance with *N.J.A.C. 5:80-26.6(b)*.

§ 31-17. Control Periods for Restricted Rental Units.

- A. Control periods for restricted rental units shall be in accordance with *N.J.A.C. 5:80-26.11*, and each restricted rental unit shall remain subject to the controls on affordability for a period of at least 30 years, until the municipality takes action to release the controls on affordability.
 - 1. Restricted rental units created as part of developments receiving nine percent (9%) Low Income Housing Tax Credits must comply with a control period of not less than a 30-year compliance period plus a 15-year extended use period.
- B. Rehabilitated renter-occupied housing units that are improved to code standards shall be subject to affordability controls for a period of 10 years.
- C. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Monmouth. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.
- D. A restricted rental unit shall remain subject to the affordability controls of this Ordinance, despite the occurrence of any of the following events:
 - 1. Sublease or assignment of the lease of the unit;
 - 2. Sale or other voluntary transfer of the ownership of the unit; or

3. The entry and enforcement of any judgment of foreclosure.

§ 31-18. Price Restrictions for Rental Units; Leases.

- A. A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent.
- B. No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.
- C. Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.

§ 31-19. Tenant Income Eligibility.

- A. Tenant income eligibility shall be in accordance with *N.J.A.C. 5:80-26.13*, as may be amended and supplemented, and shall be determined as follows:
 1. Very-low income rental units shall be reserved for households with a gross household income less than or equal to 30% of median income.
 2. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of median income.
 3. Moderate-income rental units shall be reserved for households with a gross household income less than 80% of median income.
 4. Middle-income rental units shall be reserved for households with a gross household income between 80% and 120% of median income.
- B. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very-low income, low-income household, moderate-income household, or a middle-income household as applicable to the unit, and the rent proposed for the unit does not exceed 35% (40% for age-restricted units) of the household's eligible monthly income as determined pursuant to *N.J.A.C. 5:80-26.16*, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

1. The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
 2. The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
 3. The household is currently in substandard or overcrowded living conditions;
 4. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
 5. The household documents proposed third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.
- C. The applicant shall file documentation sufficient to establish the existence of the circumstances in (B)1 through 5 above with the Administrative Agent, who shall counsel the household on budgeting.

§ 31-20. Conversions.

- A. Each housing unit created through the conversion of a non-residential structure shall be considered a new housing unit and shall be subject to the affordability controls for a new housing unit.

§ 31-21. Alternative Living Arrangements.

- A. The administration of an alternative living arrangement shall be in compliance with N.J.A.C. 5:93-5.8 and UHAC, with the following exceptions:
1. Affirmative marketing (N.J.A.C. 5:80-26.15), provided, however, that the units or bedrooms may be affirmatively marketed by the provider in accordance with an alternative plan approved by the Court;
 2. Affordability average and bedroom distribution (N.J.A.C. 5:80-26.3).
- B. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, alternative living arrangements shall have at least 30 year controls on affordability in accordance with UHAC, unless an alternative commitment is approved by the Court.
- C. The service provider for the alternative living arrangement shall act as the Administrative Agent for the purposes of administering the affirmative marketing and affordability requirements for the alternative living arrangement.

§ 31-22. Reserved.

§ 31-23. Reserved.

ARTICLE III Administration

§ 31-24. Municipal Housing Liaison.

- A. The position of Municipal Housing Liaison for the City of Asbury Park is hereby established. The Municipal Housing Liaison shall be appointed by duly adopted resolution of the City Council and be subject to the approval by the Superior Court.
- B. The Municipal Housing Liaison must be either a full-time or part-time employee of the City of Asbury Park.
- C. The Municipal Housing Liaison must meet the requirements for qualifications, including initial and periodic training found in *N.J.A.C. 5:93*.
- D. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the City of Asbury Park, including the following responsibilities which may not be contracted out to the Administrative Agent:
 - 1. Serving as the municipality's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;
 - 2. The implementation of the Affirmative Marketing Plan and affordability controls.
 - 3. When applicable, supervising any contracting Administrative Agent.
 - 4. Monitoring the status of all restricted units in the City of Asbury Park's Fair Share Plan;
 - 5. Compiling, verifying and submitting annual reports as required by the Superior Court;
 - 6. Coordinating meetings with affordable housing providers and Administrative Agents, as applicable; and
 - 7. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing as offered or approved by the Superior Court.

§ 31-25. Administrative Agent.

- A. The City shall designate by resolution of the City Council, subject to the approval of the Superior Court, one or more Administrative Agents to administer newly constructed affordable units in accordance with *N.J.A.C. 5:93* and UHAC.
- B. An Operating Manual shall be provided by the Administrative Agent(s) to be adopted by resolution of the governing body and subject to approval of the Superior Court. The Operating Manuals shall be available for public inspection in the Office of the Municipal Clerk and in the office(s) of the Administrative Agent(s).
- C. The Administrative Agent shall perform the duties and responsibilities of an administrative agent as are set forth in UHAC and which are described in full detail in the Operating Manual, including those set forth in *N.J.A.C. 5:80-26.14*, 16 and 18 thereof, which includes:
 - 1. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Superior Court;
 - 2. Affirmative Marketing;
 - 3. Household Certification;
 - 4. Affordability Controls;
 - 5. Records retention;
 - 6. Resale and re-rental;
 - 7. Processing requests from unit owners; and
 - 8. Enforcement, although the ultimate responsibility for retaining controls on the units rests with the municipality.
 - 9. The Administrative Agent shall, as delegated by the City Council, have the authority to take all actions necessary and appropriate to carry out its responsibilities, hereunder.

§ 31-26. Enforcement of Affordable Housing Regulations.

- A. Upon the occurrence of a breach of any of the regulations governing the affordable unit by an Owner, Developer or Tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a

sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

- B. After providing written notice of a violation to an Owner, Developer or Tenant of a low-, moderate-, or middle-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
1. The municipality may file a court action pursuant to *N.J.S.A. 2A:58-11* alleging a violation, or violations, of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is found by the court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the court:
 - (a) A fine of not more than \$500.00 or imprisonment for a period not to exceed 90 days, or both. Each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;
 - (b) In the case of an Owner who has rented his or her low-, moderate-, or middle-income unit in violation of the regulations governing affordable housing units, payment into the City of Asbury Park Affordable Housing Trust Fund of the gross amount of rent illegally collected;
 - (c) In the case of an Owner who has rented his or her low-, moderate-, or middle-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.
 2. The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low-, or moderate-, or middle-income unit.
- C. Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low-, or moderate-, or middle-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.

- D. The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low-, moderate-, or middle-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for and to the extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.
- E. Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- or moderate-, or middle-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.
- F. If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the low-, moderate-, or middle-income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- or moderate-, or middle-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.
- G. Failure of the low-, moderate-, or middle-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low-, moderate-, or middle-income unit as permitted by the regulations governing affordable housing units.

- H. The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

§ 31-27. Appeals. Appeals from all decisions of an Administrative Agent designated pursuant to this Ordinance shall be filed in writing with the City.

Section III. Repealer. All ordinances or Code provisions or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section IV. Severability. If any section, subsection, paragraph, sentence or any other part of this ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance.

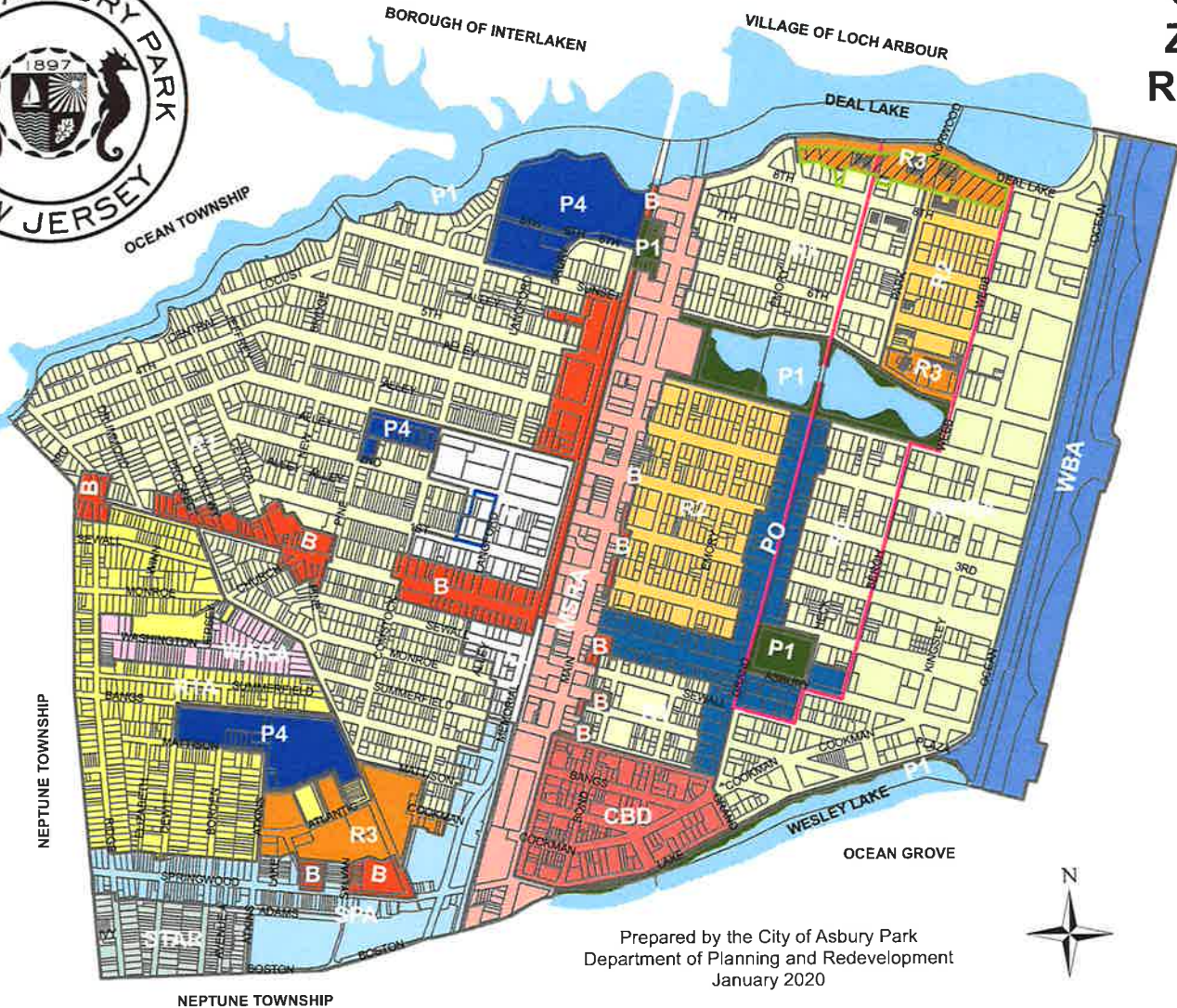
Section V. Effective Date. This ordinance shall take effect upon its passage and publication, as required by law.

The ordinance published herewith was introduced and passed upon first reading at a meeting of the City Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, held on _____. It will be further considered for final passage, after public hearing thereon, at a meeting of the City Council to be held in the meeting room of the municipal building, 321 Asbury Park Street, in the City of Asbury Park on _____, and during the week prior and up to and including the date of such meeting, copies of said ordinance will be made available at the Clerk's Office to the members of the general public who shall request the same.

Clerk



CITY OF ASBURY PARK ZONING DISTRICTS AND REDEVELOPMENT AREAS



- ZONING DISTRICTS AND REDEVELOPMENT AREAS**
- DEAL LAKE DRIVE INCLUSIONARY HOUSING DISTRICT
 - WRIA WATERFRONT RENOVATION INFILL AREA
 - 1101 FIRST AVE REDEVELOPMENT AREA
 - B BUSINESS DISTRICT
 - CBD CENTRAL BUSINESS DISTRICT REDEVELOPMENT AREA
 - LI LIGHT INDUSTRIAL
 - MSRA MAIN STREET REDEVELOPMENT AREA
 - P1 PARKS
 - P4 SCHOOLS
 - PO PROFESSIONAL OFFICE
 - R1 SINGLE FAMILY RESIDENTIAL
 - R1A SINGLE FAMILY ATTACHED RESIDENTIAL
 - R2 TWO TO FOUR FAMILY RESIDENTIAL
 - R3 MEDIUM DENSITY RESIDENTIAL
 - SPA SPRINGWOOD AVENUE REDEVELOPMENT AREA
 - STAR STARS REDEVELOPMENT AREA
 - WARA WASHINGTON AVENUE REDEVELOPMENT AREA
 - WBA WATERFRONT BOARDWALK AREA
 - WPRA WATERFRONT PRIME RENEWAL AREA

Prepared by the City of Asbury Park
Department of Planning and Redevelopment
January 2020





**Asbury Park, New Jersey
ORDINANCE NO. 2020-1**

AUTHORIZING THE CITY OF ASBURY PARK TO CONVEY EASEMENTS TO PERMIT CERTAIN LIMITED ENCROACHMENTS INTO THE RIGHT-OF-WAY AREA (INCLUDING AIR SPACE) INCLUDING ALONG PORTIONS OF AN UNNAMED ALLEY, TO BENEFIT THE PROPERTY LOCATED AT 722-724 COOKMAN AVENUE (BLOCK 2405, LOT 1), ASBURY PARK, NEW JERSEY.

WHEREAS, the City of Asbury Park (the “City”) possesses jurisdiction over certain public right-of-way (“R.O.W.”) areas located within the City; and

WHEREAS, C&C Cookman Development, LLC (the “applicant”) is the owner of the property located at 722-724 Cookman Avenue, Asbury Park, New Jersey, which is more commonly known and designated as Block 2405, Lot 1 on the City’s official Tax Map (the “Property”); and

WHEREAS, the Property is located in the CBD Cookman Avenue Retail Core Area of the Central Business District Redevelopment Area, situated approximately one hundred (100) feet east of the intersection of Cookman Avenue and Main Street, and further situated along the south side of Cookman Avenue (bordering an unnamed alley to the west); and

WHEREAS, on September 9, 2019, the Asbury Park Planning Board adopted a Resolution (the “Resolution”) approving an application for preliminary and final site plan, with variance(s), for the renovation of an existing structure and the construction of new improvements (the “project”); and

WHEREAS, the project will contain approximately two thousand (2,000) square feet of ground floor retail space and nine (9) residential apartments; and

WHEREAS, the approved plans for the project include a cornice or overhang on the façade of the building that will encroach in limited respects into the City R.O.W. (including air space), with the total area of the cornice encroachment measuring approximately three hundred sixty-six (366) square feet; and

WHEREAS, the cornice encroachment is described and depicted in more detail in a legal description and map, respectively, which were prepared by Maser Consulting, P.A., dated July 15, 2019, copies of which are attached hereto collectively as “Exhibit A”; and

WHEREAS, the approved plans for the project also show an existing porch and stairs on the side of the building which encroach in limited respects into the City R.O.W. of unnamed

alley, with the total area of the porch/stair encroachment measuring approximately thirty-five (35) square feet; and

WHEREAS, the porch/stair encroachment is described and depicted in more detail in a legal description and map, respectively, which were prepared by Maser Consulting, P.A., dated December 23, 2019, copies of which are attached hereto collectively as “Exhibit B”; and

WHEREAS, the approvals set forth in the Planning Board Resolution were conditioned upon, among other things, the approval of the Mayor and Council to the limited encroachments into the City R.O.W., as set forth above; and

WHEREAS, applicant has now requested the approval of the Mayor and Council to the limited encroachments by way of easements; and

WHEREAS, the Mayor and Council have previously determined to consider requests for encroachment into the public R.O.W. areas on a case-by-case basis; and

WHEREAS, with respect to the within request, the Mayor and Council have determined the following:

1. The within proposed limited encroachments into the public R.O.W. shall not interfere with the ability of the public to continue to utilize the existing sidewalk that is adjacent to the Property along Cookman Avenue, nor shall the encroachments interfere with the ability of the public to continue to utilize the existing unnamed alley that is adjacent to the Property to the west;
2. The total land areas associated with the proposed limited encroachments are de minimus given the overall size of the Property; and
3. The granting of easement(s) associated with the within proposed limited encroachments will not negatively affect the surrounding area in which the Property is located; and

WHEREAS, as a result, to the extent that the City has jurisdiction over the areas in question, and without making any affirmative representations with regard thereto, the Mayor and Council are willing to grant assignable easement(s) in perpetuity to the applicant over the areas referenced in “Exhibit A” and “Exhibit B” (as attached hereto) in order to permit the encroachments of the cornice and the porch/stairs into the City R.O.W., for the nominal consideration of One Dollar (\$1.00), subject to the condition that the areas associated with the easement(s) shall only be used for the purpose(s) set forth herein and for no other purpose(s), and further subject to the terms and conditions to be set forth in an Easement Agreement(s) to be executed by the parties, which Agreement(s) shall be in a form satisfactory to the City Attorney; and

WHEREAS, the purpose of this Ordinance is to authorize the approval of easement(s) associated with the above-referenced encroachments, in accordance with the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12-1, *et seq.*, and/or other appropriate authority; and

WHEREAS, the Mayor and Council do not wish for the granting of these easement(s) to serve as a precedent for further encroachments into the City's R.O.W. areas elsewhere in the City, but rather declare that any and all such requests must be carefully reviewed by the Governing Body and considered strictly on a case-by-case basis, and that any such requests shall be granted only where substantial reasons are shown to justify and warrant the granting of the same.

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

1. That, to the extent that the City has jurisdiction over the areas in question, and without making any affirmative representations with regard thereto, the City hereby authorizes the conveyance of assignable easement(s) in perpetuity to the applicant over the areas described and depicted in "Exhibit A" and "Exhibit B" (as attached hereto) in order to permit the encroachment of the cornice and the porch/stairs into the City R.O.W., for the nominal consideration of One Dollar (\$1.00), subject to the condition that the areas associated with the easement(s) shall only be used for the purpose(s) set forth herein and for no other purpose(s), and further subject to the terms and conditions to be set forth in an Easement Agreement(s) to be executed by the parties, which Agreement(s) shall be in a form satisfactory to the City Attorney.
2. That the Mayor is hereby authorized to execute, and the Municipal Clerk to attest, Easement Agreement(s) in order to effectuate the granting of the within easements, which Agreement(s) shall be consistent with the intentions set forth herein and which shall be in a form satisfactory to the City Attorney.
3. That, following proper execution and notarization of the said Easement Agreement(s), the same shall be recorded with the Monmouth County Clerk's Office.
4. That all other City officials and employees are hereby authorized to undertake any and all activities that are necessary in furtherance of the intentions of the within Ordinance.
5. That all costs and expenses associated with this matter shall be paid by the applicant, through an escrow account established with the City.

6. That this Ordinance shall become effective twenty (20) days following its final passage, in accordance with N.J.S.A. 40:69A-181(b).
7. That the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.
8. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

I, MELODY HARTSGROVE, Deputy 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. 2020-1 which was finally adopted by the City Council at a meeting held on the 22nd day of January, 2020

MELODY HARTSGROVE
DEPUTY CITY CLERK

EXHIBIT "A"

Attachment: Exhibits A and B (2020-1 : Easements in ROW for 722-724 Cookman Avenue (Block 2405, Lot 1))



**DESCRIPTION OF PROPERTY
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY**

**CORNICE EASEMENT
PART OF COOKMAN AVENUE
& UNNAMED ALLEY
PROJECT NO. 18002805A
JULY 15, 2019
PAGE 1 OF 2**

All those certain lots, tracts or parcels of land situate, lying and being in the City of Asbury Park, in the County of Monmouth and the State of New Jersey, and being all of a variable width cornice easement for the benefit of Lot 1, Block 2405, the same being a portion of Cookman Avenue (25 foot wide right of way) and an Unnamed Alley (25 foot wide), as shown on a map entitled "Exhibit for Building Cornice Easement to Benefit, Block 2405, Lot 1, City of Asbury Park, Monmouth County New Jersey", prepared by Maser Consulting P.A., dated June 4, 2019 and revised through July 15, 2019, and being more particularly bounded and described as follows, to wit:

BEGINNING at the intersection of the southerly right of way line of Cookman Avenue, (75 foot wide right of way), with the easterly right of way line of an Unnamed Alley, (25 foot wide right of way), the same being the northerly corner of Lot 1, Block 2405, and running; thence –

1. **S 23°45'00" W, 100.00 feet**, along the aforesaid easterly right of way line of a 25 foot wide Unnamed Alley, to the northerly line of a 10 foot wide Unnamed Alley, said point also being the westerly corner of Lot 1, Block 2405; thence –

The following six (6) courses running through a portion of the aforesaid 25 foot wide Unnamed Alley:

2. **N 66°15'00" W, 2.50 feet**; thence –
3. **N 23°45'00" E, 4.00 feet**; thence –
4. **N 66°15'00" W, 1.00 feet**; thence –
5. **N 23°45'00" E, 10.00 feet**; thence –
6. **S 66°15'00" E, 1.00 feet**; thence –
7. **N 23°45'00" E, 88.50 feet**, and beyond, through a portion of the aforesaid Cookman Avenue; thence –

The following two (2) courses running through a portion of the Cookman Avenue:

8. **S 66°15'00" E, 42.50 feet**; thence –
9. **S 23°45'00" W, 2.50 feet**, to the aforesaid southerly line of the aforesaid Cookman Avenue; thence –



DESCRIPTION OF PROPERTY
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

CORNICE EASEMENT
PART OF COOKMAN AVENUE
& UNNAMED ALLEY
PROJECT NO. 18002805A
JULY 15, 2019
PAGE 2 OF 2

10. N 66°15'00" W, 40.00 feet, along the aforesaid southerly line of Cookman Avenue; to the Point and Place of **BEGINNING**.

CONTAINING: 366 square feet or 0.008 acres of land, more or less.

SUBJECT TO: all easements, restrictions, reservations, agreements, covenants and rights of way of record.

The foregoing description was prepared by the undersigned surveyor for the firm of Maser Consulting, P.A. and is based on the aforesaid Exhibit for Building Cornice Easement.

ERIC V. WILDE, P.L.S.

DATE SIGNED

NEW JERSEY PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER GS43279

\\HQFASI\General\Projects\2018\18002805A\Survey\Description\Cornice Esmt R1.docx

Attachment: Exhibits A and B (2020-1 : Easements in ROW for 722-724 Cookman Avenue (Block 2405, Lot 1))



[Redacted]			
NAME AS SHOWN	DATE 04/15/97	GRANT NO NA	CHECK NO P. 18 PL
PROJECT NUMBER 100020234		DRAWING NAME P. 18 PL	
[Redacted]			
EXHIBIT			
[Redacted]			
[Redacted]			

EXHIBIT "B"

Attachment: Exhibits A and B (2020-1 : Easements in ROW for 722-724 Cookman Avenue (Block 2405, Lot 1))



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

Corporate Headquarters
331 Newman Springs Road, Suite 203
Red Bank, NJ 07701
T: 732.383.1950
F: 732.383.1984
www.maserconsulting.com

**DESCRIPTION OF PROPERTY
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY**

**PORCH EASEMENT
PART OF AN UNNAMED ALLEY
PROJECT NO. 18002805A
DECEMBER 23, 2019
PAGE 1 OF 1**

All that certain lot, tract or parcel of land situate, lying and being in the City of Asbury Park, in the County of Monmouth and the State of New Jersey, and being all of a 3.50' wide porch easement for the benefit of Lot 1, Block 2405, the same being a portion of an Unnamed Alley (25 foot wide), as shown on a map entitled "Exhibit for Porch Easement to Benefit, Block 2405, Lot 1, City of Asbury Park, Monmouth County New Jersey", prepared by Maser Consulting P.A., dated December 23, 2019, and being more particularly bounded and described as follows, to wit:

BEGINNING at a point in the easterly right of way line of an Unnamed Alley, (25 foot wide right of way), said point being the following bearing and distance measured from the intersection of the southerly right of way line of Cookman Avenue, (75 foot wide right of way), with the said easterly right of way line of an Unnamed Alley, a.) **N 23°45'00" E, 86.00 feet**, and running; thence –

1. **S 23°45'00" W, 10.00 feet**, along the aforesaid easterly right of way line of an Unnamed Alley, to a point in the same; thence –

The following three (3) courses running through a portion of the aforesaid Unnamed Alley:

2. **N 66°15'00" W, 3.50 feet**; thence –
3. **N 23°45'00" E, 10.00 feet**; thence –
4. **S 66°15'00" E, 3.50 feet**; to the Point and Place of **BEGINNING**.

CONTAINING: 35 square feet or 0.001 acres of land, more or less.

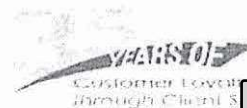
SUBJECT TO: all easements, restrictions, reservations, agreements, covenants and rights of way of record.

The foregoing description was prepared by the undersigned surveyor for the firm of Maser Consulting, P.A. and is based on the aforesaid Exhibit for Porch Easement.

Eric V. Wilde, P.L.S.
NEW JERSEY PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER GS43279

12/23/19
DATE SIGNED

R:\General\Projects\2018\18002805A\Survey\Description\Porch Esmt.docx





RESOLUTION OF APPROVAL OF THE APPLICATION FOR PRELIMINARY AND
FINAL SITE PLAN AND BULK HEIGHT VARIANCE FOR C & C COOKMAN
DEVELOPMENT, LLC; BLOCK 2405, LOT 1

WHEREAS, the applicant C & C Cookman Development, LLC, hereinafter referred to as the “applicant” is the owner of property located at 722, 724 Cookman Avenue in the City of Asbury Park, which property is located in the CBD Cookman Avenue Retail Core Area of the Central Business District Redevelopment Area 100 feet east of Main Street on the south side of Cookman Avenue (borders an alley to the west); and

WHEREAS, the applicant has applied for Preliminary and Final Site Plan approval and a bulk-height variance for the renovation of an existing structure and construction of a four-story addition to the east side of the existing structure at the above stated location. Two additional stories are also proposed for the existing structure. The project will contain approximately 2,000 square feet of ground floor retail space and nine (9) residential apartments. The application and site plans submitted into evidence detail the improvements proposed for the property and are incorporated herein by reference thereto in full; and

WHEREAS, all jurisdictional requirements have been met and proper notice has been given pursuant to the Municipal Land Use Act and City Ordinances, and the Board has jurisdiction to consider this application; and

WHEREAS, the Board considered this application at public hearings held on March 11, 2019 and May 13, 2019; and

WHEREAS, the proposed mixed-use development is consistent with and permitted by the CBD Redevelopment Plan; and

WHEREAS, the applicant has requested a bulk height variance from the following provisions of the CBD Plan and applicable City development ordinances:

1. The maximum building height in this portion of the CBD District is 45 feet, whereas the applicant proposes a building height of 49’, 2”, therefore bulk height variance is required; and

WHEREAS, the on-site parking requirement for this project is a minimum of 14 parking spaces for the 9 residential units being constructed. The applicant has not provided any off-street parking for the project and has proposed contributing to the parking fund for the spaces not provided; and

WHEREAS, Anthony D’Angelo, a licensed Architect in the State of New Jersey and his assistant Robert Feinstein testified as to the Architectural aspects of the application as well as the amenities at the site on behalf of the applicant and introduced into evidence; and

WHEREAS, Robert Curley, a licensed Professional Engineer in the State of New Jersey testified as to the Site Plan aspects of the application on behalf of the applicant; and

WHEREAS, the Board after considering the evidence and testimony presented on behalf of the applicant and the interested citizens (Werner Baumgartner) has made the following findings of fact and conclusions based thereon:

1. The property is located in the Central Business District Zone, which permits the contemplated uses at the premises.
2. Pursuant to the requirements of the CBD plan the proposed renovations proposed by the applicant will be historically accurate and consistent with the redevelopment plan.
3. All signage proposed for the project will meet the applicable sections of the CBD Plan.
4. Any encroachments into any City Right of Way will be submitted for approval to the Mayor and City Council as a condition of any approval of the project.
5. The building height variance of 4 feet, 2 inches is relatively insignificant; and

WHEREAS, the Board determined that the height variance requested by the applicant can be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of the zone plan and zoning ordinance of the City of Asbury Park and will be in substantial compliance with the CBD redevelopment plan and applicable development and zoning ordinances of the City subject to compliance with Board imposed conditions hereinafter stated; and

WHEREAS, the Board after considering the testimony and exhibits has found the proposed site plan to be in substantial compliance with the foregoing ordinances subject to compliance with Board imposed conditions hereinafter stated.

NOW THEREFORE BE IT RESOLVED by the Planning Board of the City of Asbury Park that the application for preliminary and final site plan and variance approval is hereby approved contingent upon the applicant complying with the following conditions:

1. All testimony, evidence and representations made by the applicant's witnesses are incorporated herein.
2. All signage proposed for the project will comply with the applicable CBD regulations which include the current UEZ guidelines.
3. The encroachments into any City ROW must be approved by the Mayor and City Council.
4. The applicant shall create and implement a maintenance plan for the "COR-TEN steel" being installed at the premises in order to prevent rust leakage onto the brick façade and sidewalks at the premises.
5. A 3,000 kelvin max output is imposed for all exterior light fixtures.

6. All submitted plans must be amended if necessary, to be consistent with the approved architectural and engineering plans and be submitted to the Board Engineer and Planner for review and approval.
7. The applicant shall install fixture "A" on both sides of the building at a height of 9 feet.
8. The applicant shall install glass in the residential doorway and transom above the door.
9. The applicant shall make the required financial contribution to the City Parking Fund for the 14 on-site parking spaces not provided in this application.
10. All proposed roof leaders shall connect to a City inlet.
11. If possible, the applicant shall move the proposed bollards in 6" (within 3" of the building).
12. Exterior lighting shall be on from dusk until dawn.
13. The applicant shall install planters on the western side of the building at the corner entrance for safety from vehicular conflicts as represented to the Board at the May 2019 meeting.
14. The applicant shall replace the street tree.
15. The applicant shall install bicycle rack(s) as requested by the Board at the May 2019 meeting.
16. No satellite dishes will be installed on the exterior of the premises at any time.
17. The applicant will be required to post performance bonds and pay all inspection fees for the project for all inspections that are conducted by the City of Asbury Park personnel or its designees and/or other governmental agencies with jurisdiction over this project.
18. This approval is subject to the applicant complying with the outstanding conditions and/or recommendations of the Board Engineer and/or Board Planner for this project if any.
19. This project is approved subject to the applicant submitting proposed landscape plans for the project to the Shade Tree Commission for recommendations of the type of plantings to be planted at the site.
20. The applicant shall construct or contribute funds for its share of on-site and off-site improvements established by the City pursuant to the CBD Plan and City Ordinances as directed by the City Engineer and other applicable City agencies having jurisdiction over projects within the CBD Zone.
21. The applicant shall comply with the sign and façade requirements for the District in accordance with UEZ guidelines.
22. The applicant shall enter into a developer or redevelopers agreement as determined by the City Engineer and the other applicable City agencies having jurisdiction over projects within the CBD Zone if required by the CBD plan.
23. The applicant shall pay the appropriate water and sewer connection fees as determined by the City Engineer pursuant to ordinance.
24. This approval is subject to the approval of any other County, State or Federal Agency having jurisdiction over the project. In the event any

other agency having jurisdiction over the project alters the plans and/or approval given to the project by the Planning Board of the City of Asbury Park the applicant shall so notify the Board and will present to the Board said approvals for review and approval by the Board.

20. Taxes, fees and escrow accounts shall be kept current.
21. The applicant will adhere to the findings of fact set forth above.
22. The applicant agrees to comply with the recommendations of the City Fire Official for the project if any.
23. The applicant shall be responsible for publishing a notice of approval of this project in the Asbury Park Press and submitting proof thereof to the Board Secretary.

A Motion to approve the application subject to compliance with the foregoing conditions was offered by Councilwoman Yvonne Clayton and seconded by Michael Manzella.

The members of the Board who may vote to adopt this Resolution of memorialization are those members who voted in favor of the motion to approve the application. Those members are: Councilwoman Yvonne Clayton, Michael Manzella, Mayor John Moor, Jennifer Souder, Alexis Taylor and Barbara Krzak.

Jim Henry voted against the approval of this application.

Ayes: Mayor John Moor, Councilwoman Yvonne Clayton, Michael Manzella, Jennifer Souder, Alexis Taylor and Barbara Krzak.

Nays:

Abstain:

September 9, 2019.


 Irina Gasparyan, Board Secretary

I certify this to be a true copy of the Resolution adopted by the City of Asbury Park Planning Board on September 9, 2019.


 Irina Gasparyan, Board Secretary



**Asbury Park, New Jersey
ORDINANCE NO. 2020-2**

**AN ORDINANCE ESTABLISHING SALARIES OF CERTAIN EMPLOYEES WITHIN
THE CITY OF ASBURY PARK, MONMOUTH COUNTY, NJ**

WHEREAS, the City has determined that the addition of the following position is required for the efficient operation of the City.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and Council of the City of Asbury Park that the following Title and Annual Salaries be established as

	Minimum	2020 Maximum
Plumbing Inspector	\$40,000	\$85,000
Building Inspector	\$40,000	\$85,000

BE IT FURTHER ORDAINED, that this Ordinance shall take effect immediately upon final passage and publication in accordance within the law.

I, MELODY HARTSGROVE, Deputy 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. 2020-2 which was finally adopted by the City Council at a meeting held on the 22nd day of January, 2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, January 22, 2020
WORK SESSION

Announcement by the City Clerk

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Absent	
John Moor	Mayor	Present	
Melody Hartsgrove	Deputy City Clerk	Present	
Cindy Dye	City Clerk	Absent	
Donna Vieiro	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

Deputy City Clerk Melody Hartsgrove called the meeting to order at 6:00 PM.

City Manager's Report on Issues Raised at Prior Council Meeting(s)

1. Tyron Vinson-2nd Place Winner of the NJIIF Annual Snow Plow Rodeo
Moved to the next Council Meeting

Special Event Applications

Leesha Floyd reviewed the Special Events Applications with the Mayor & Council.

Items to be presented by: Michael Manzella, Director of Transportation

1. Traffic Calming on Third and Fourth Avenues

Michael Manzella, Director of Transportation gave a presentation on traffic calming measures on Third and Fourth Avenue.

2. Asbury Avenue Bike Lane Pilot

Michael Manzella, Director of Transportation gave a brief presentation on a Bike Lane Pilot on Asbury Ave.

Review of Agenda Items for January 22, 2020 Regular Meeting

City Manager Vieiro, reviewed the Agenda items for the regular Council Meeting.

Matters from City Council

Council Member Chapman Stated, A free community luncheon will be held on Saturday, January 25th at 1201 Springwood Ave, form noon-2Pm all are welcome. Pre-K and Kindergarten registration will be on January 11th at Thurgood Marshall and on January 18th at Bradley Elementary from 10:00 am -12:00 pm. Asbury Park Public Library is having the first meeting of the friends of Asbury Park Public Library on Saturday, January 25th at 12:00 pm.

Council Member Clayton stated, A reusable bag drive is in effect and donations of clean reusable bags can be dropped off at multiple locations, City Hall Lobby, AP Transportaion Center Lobby, Asbury Park Senior Center. A Census presentation will take place at the next Council Meeting on February 12th. A volunteer committee meeting will be held on February 6th at 9:30.

Council Member Kendle, stated A Fashion Show will take place this year. Coffee with a Council Person will take place on Saturday, January 25th from 10:00 am -11:00am at Booskerdoo.

Matters from City Manager

City Manager Vieiro, had no matters at this time.

Matters from City Attorney

City Attorney Raffetto, had no matters at this time.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

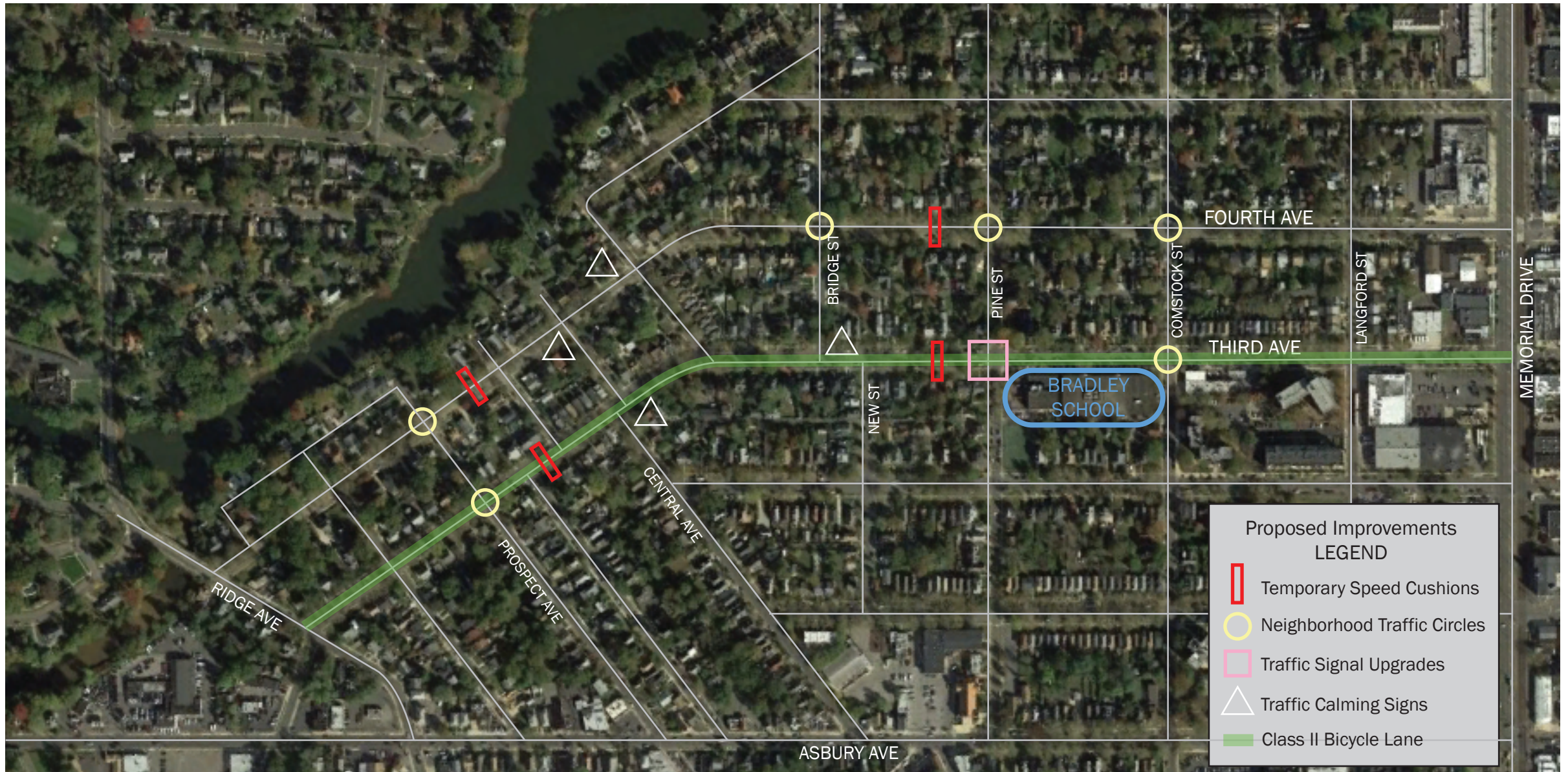
Melody Hartsgrrove, Deputy City Clerk

Safe Routes to School Grant Application

Traffic Calming, Bike and Pedestrian Safety Upgrades

Proposed Improvements

CITY OF ASBURY PARK





Modular Rubber Product Actualities

Traffic Logix rubber traffic calming devices have several advantages over competition which is usually asphalt or concrete humps. Asphalt speed cushions or speed tables are extremely rare.

Traffic Logix Rubber

- Will not fade or crack
- Will maintain consistent profile
- Same profile at every location
- No heavy equipment needed for installation
- Lane closure during installation
- Drivable immediately after installation
- Highly visible embedded reflective markings
- Can be removed, stored and relocated

Asphalt

- Will fade or crack over time
- Will compress with repetitive impact
- Uneven profile at every location
- Heavy equipment definitely required for installation
- Street closure during installation
- Drivable after 2 - 3 days of cure time
- Markings need repainting after a few years
- Must be destroyed for street repairs

The Traffic Logix rubber traffic calming devices such as our speed cushions, speed humps and speed tables all have designed speeds. These design speeds vary depending upon the overall length as one would drive over them. This designed speed is based twofold in slowing vehicles to safer speeds.

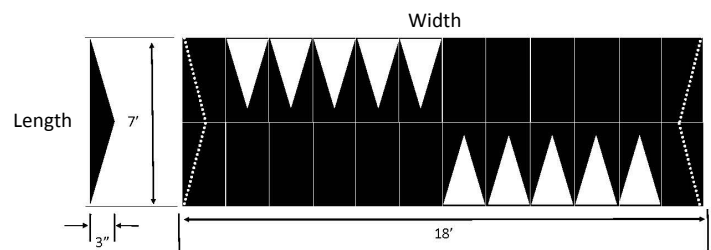
One, to provide a manageable and comfortable ride and two, provide a safe handling speed within a + 5mph of the designed speed. At a +10mph over the designed speed, the driver still has vehicle control, but odds increase that low laying vehicles may bottom out and surely the ride would then become more uncomfortable, but not dangerous.

Designed Speeds

- 10 - 15 mph
- 15 - 20 mph
- 20 - 25 mph
- 25 - 30 mph
- 30 - 35 mph

Speed Cushions, Speed Humps, or Speed Tables

- 7 feet long
- 10.5 feet long
- 14 feet long
- 17.5 feet long
- 21 feet long



Speed Cushions



Gaps Between
Great for Fire Truck Passage

Speed Hump



Solid Across Roadway

Speed Table



Solid Across Roadway

CUSHIONS

User: MGREGORY@TRAFFICLOGIX.COM

Solution name: CUSHIONS

Address:

City: ASBURY PARK

State: NJ

Zip:

Country:

Street width(ft): 40

Number of lanes: 2

Status: Draft

Solution type: Speed Cushion

Number of cushions: 5

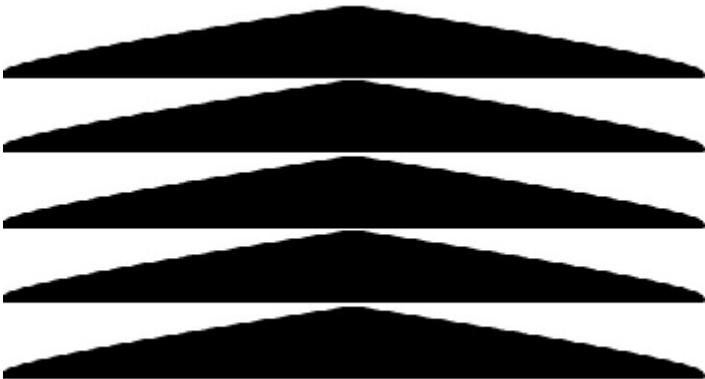
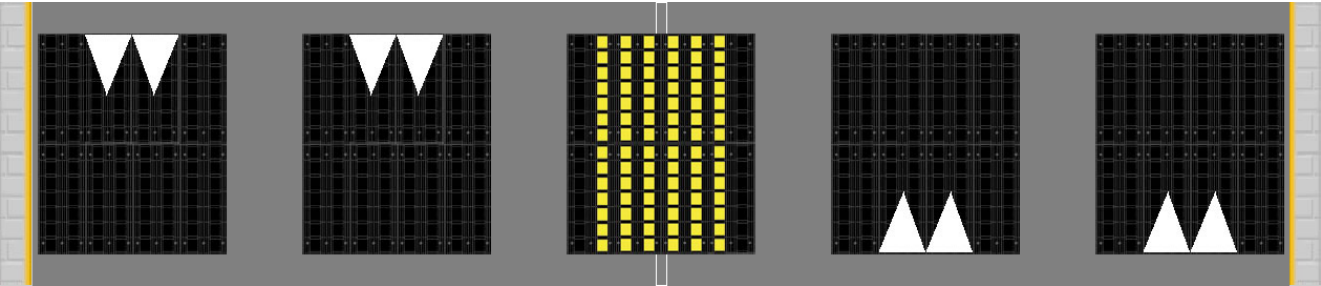
Same width: YES

Cushion width(ft): 6

Cushion length(ft): 7

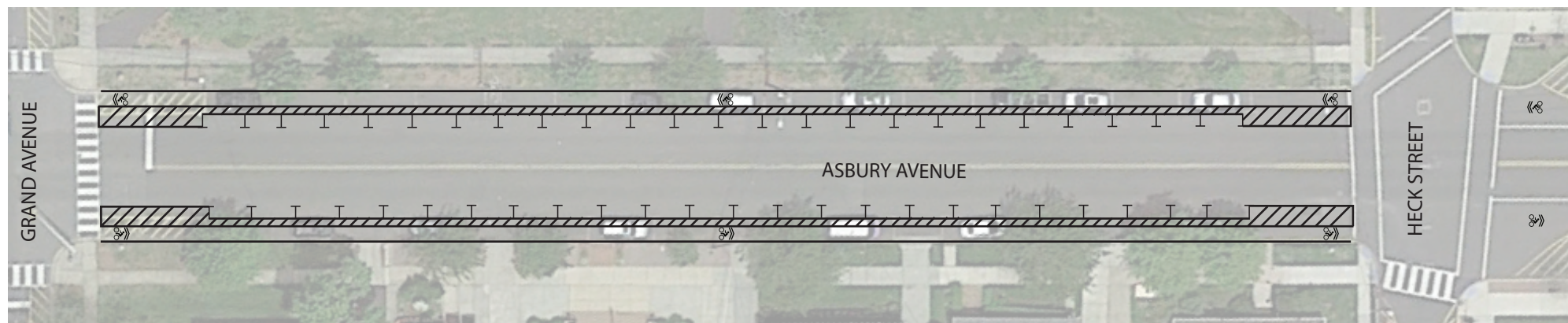
FINAL CONFIGURATION

# Units	Product #	Length(in)	Width(in)	Height(in)	Weight(lb.)
8.8	MSH03-B	42	18	0 - 3	50
8	LSH03-B	42	18	0 - 3	48
8	RSH03-B	42	18	0 - 3	48
4	MSH03	42	18	0 - 3	50
2	LSH03	42	18	0 - 3	48
2	RSH03	42	18	0 - 3	48
7.2	MSH03-A	42	18	0 - 3	50



Attachment: AP NJ CUSHIONS (2020-2 : Traffic Calming on Third and Fourth Avenues)

ASBURY AVENUE STRIPING



No Parking Zones (typ.) - white hatching, 8' wide
25' from crosswalks and/or STOP signs (except adjacent to school - 50')

White parking space striping and driveway radii

January 15, 2020



Minutes
Meeting of the Municipal Council
Wednesday, January 22, 2020
REGULAR MEETING

Executive Session - 4:00 p.m.

2020-63 Resolution Authorizing a meeting which excludes the public

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Absent	
John Moor	Mayor	Present	
Melody Hartsgrove	Deputy City Clerk	Present	
Cindy Dye	City Clerk	Absent	
Donna Vieiro	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

Deputy City Clerk Melody Hartsgrove called the meeting to order at 7:00 PM.

PUBLIC PARTICIPATION

A motion was made by Council Member Kendle and Seconded by Council Member Chapman to open the meeting to the public. With all in favor. The following members of the public spoke : Ernest Mignoli, Pam Lamberton, Rita Marano, Kerry Butch, and Louise Murry. A motion to close the meeting to the public was made by Mayor Moor and seconded by Council Member Kendle to close the meeting to the public. With all in favor. Public participation closed.

MINUTES

RESULT:	ADOPTED [3 TO 0]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Eileen Chapman, Jesse Kendle, John Moor
ABSTAIN:	Yvonne Clayton
ABSENT:	Amy Quinn

1. Executive Session Minutes of Dec..18.2019
2. Municipal Council - Work Session - Dec 18, 2019 6:00 PM
3. Municipal Council - Regular Meeting - Dec 18, 2019 7:00 PM
4. Municipal Council - Organizational Meeting - Jan 6, 2020 6:00 PM

CONSENT AGENDA RESOLUTIONS

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

2020-64 Resolution Approving Special Event Applications

2020-65 Rejecting Bids for Traffic Striping

INDIVIDUAL RESOLUTIONS

2020-66 Resolution Approving Payment of Bills

RESULT:	ADOPTED [3 TO 1]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle
NAYS:	John Moor
ABSENT:	Amy Quinn

2020-67 Resolution of The City of Asbury Park To Enter Into An Escrow Agreement With Sackman Enterprises of NJ, LLC for 574 Cookman Avenue (Block 3105, Lot 6), 605 Mattison Avenue (Block 2509, Lot 3, and 710 Mattison Avenue (Block 2402, Lot 3)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

2020-68 Resolution Authorizing the Purchase of Parking Pay Stations

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

2020-69 Resolution Authorizing the Purchase of a Microsoft Exchange Server

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

2020-70 Authorizing the purchase of a John Deere Gator and Breathing Air Packs for Fire Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

2020-71 Appointing Redevelopment Counsel Archer Greiner and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

2020-72 Resolution Pursuant to N.J.S.A. 40:48-1 Authorizing the City Engineer to Perform Services as Designee to The City Manager for Review of Development Permits in Any Area of Special Flood Hazard

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

2020-73 Resolution Appointing Alternate City Prosecutor

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

2020-74 Resolution Authorizing the Award of a Contract to The Firm of Suburban Consulting Engineers, Inc. To Perform Professional Engineering Services Relating to Springwood Park.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

2020-75 Resolution Authorizing the Award of a Contract to the Firm of Otteau Group to Perform Professional Appraisal Services Relating to The Area Known As “Bradley Cove”

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

2020-76 Resolution Authorizing the Award of a Contract to The Firm of Kyle + Mcmanus Associates, LLC To Perform Professional Affordable Housing Planning And/Or Consulting Services.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

2020-77 Appointing T & M Associates to Serve as Municipal Engineer for the City, and Authorizing the Execution of an Agreement for Professional Engineering Services Associated Therewith

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

2020-78 Appointment to the Business Advisory Committee

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

2020-79 Resolution Authorizing Referral to The Planning Board of Various Affordable Housing Ordinances and Amendments to the Zoning Ordinance and the Main Street, Central Business District and Springwood Avenue Redevelopment Plans, which Are Designed to Effectuate the City’s Adopted 2019 Third Round Housing Element And Fair Share Plan, Along With A Proposed Revised Official Zoning Map.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

ORDINANCES

Introduction

2020-1 Authorizing the City of Asbury Park To Convey Easements To Permit Certain Limited Encroachments Into The Right-Of-Way Area (Including Air Space) including along Portions Of An Unnamed Alley, To Benefit The Property Located At 722-724 Cookman Avenue (Block 2405, Lot 1), Asbury Park, New Jersey.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 2/12/2020 7:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

2020-2 An Ordinance Establishing Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 2/12/2020 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

ADJOURNMENT

The meeting was adjourned at 7:25 PM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk