

RESOLUTIONS ADOPTED BY THE CITY COUNCIL ON NOVEMBER 15, 2018:

R238-18 RESOLUTION APPOINTING SPECIAL LAW ENFORCEMENT OFFICERS (SLEO) CLASS II FOR THE CITY OF LONG BRANCH

R239-18 AUTHORIZING USE OF COMPETITIVE CONTRACTING FOR ELECTRONIC BEACH BADGE SYSTEM CONCESSION

R240-18 RESOLUTION EMPLOYEE RECOGNITION PROGRAM

R241-18 RESOLUTION TO RESTATE AND ADD ROTH PROVISION FOR AN EXISTING DEFERRED COMPENSATION PLAN 89-PD-AXA-120616

R242-18 RESOLUTION 2018 BUDGET APPROPRIATION TRANSFERS

R243-18 RESOLUTION CITY OF LONG BRANCH SUSTAINABLE LAND USE PLEDGE – AFFIRMATION

R244-18 RESOLUTION RELEASING ESCROWS (MAGNOTTA)

R245-18 RESOLUTION AWARDDING BID CONTRACT FOR 2018 ROADWAY IMPROVEMENTS

R246-18 RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT TO LEASE SPACE FROM THE GREATER LONG BRANCH CHAMBER OF COMMERCE FOR CALENDAR YEAR 2019

R247-18 RESOLUTION AWARDDING BID FOR TWO YEAR CONTRACT FOR DISPOSAL OF BULKY WASTE

R248-18 RESOLUTION FOR MEMBER PARTICIPATION IN A COOPERATIVE PRICING SYSTEM

R249-18 RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DISCHARGE OF MORTGAGE FOR DONNA PETERSON FOR THE PREMISES KNOWN AS 104 ROCKWELL AVENUE IN THE CITY OF LONG BRANCH, NEW JERSEY

R250-18 RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DISCHARGE OF MORTGAGE FOR HENRY AND JULIA FEENEY FOR THE PREMISES KNOWN AS 239 WESTWOOD AVENUE IN THE CITY OF LONG BRANCH, NEW JERSEY

R251-18 RESOLUTION OF THE CITY OF LONG BRANCH, IN THE COUNTY OF MONMOUTH, NEW JERSEY, DESIGNATING A CONDITIONAL REDEVELOPER FOR BLOCK 218 AND LOTS 5, 6 AND 8 ON THE TAX MAP OF THE CITY AND AUTHORIZING THE EXECUTION OF AN INTERIM COSTS AGREEMENT WITH RESPECT THERETO

R252-18 RESOLUTION FOR MEMBER PARTICIPATION IN A JOINT PURCHASING SYSTEM

R253-18 RESOLUTION INITIATIVES PROGRAM – OFFICE OF VOLUNTEERISM

R254-18 RESOLUTION AWARDING CONTRACT FOR LEASE/PURCHASE OF 2018 FORD EXPLORER FOR ADMINISTRATION (BEYER DODGE/FORD)

R255-18 RESOLUTION AWARDING CONTRACT FOR PURCHASE OF 2018 CHEVROLET TAHOE SSV 4WD FOR THE POLICE DEPARTMENT (MALL CHEVROLET)

R256-18 RESOLUTION APPROVAL PAYMENT OF BILLS

R# 238-18

**RESOLUTION APPOINTING SPECIAL LAW ENFORCEMENT
OFFICERS (SLEO) CLASS II FOR THE CITY OF LONG BRANCH**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby appoint the following individuals as Special Law Enforcement Officers Class II :

Michael Morse
James Laco
Joseph Bucciero
Joseph Benner
Frank Minnisch
Cesar Lopez
Davi Cunha
Christian DeFazio
Michael Pede
Andrew Walters
Bryan Rodriguez
Trevor Van Ness
Muhammad Ali

BE IT FURTHER RESOLVED, that the effective date of the appointments are November 15, 2018.

MOVED: Voogt
SECONDED: Vieira

AYES: 4
NAYES: 0
ABSENT: 1-Dangler
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEELE, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 11-15-18
IN WITNESS WHEREOF, I HAVE HERETO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 11th DAY OF Nov. 2018
Kathy L. Scheele
MUNICIPAL CLERK, R.M.C.



**CITY OF LONG BRANCH
POLICE DEPARTMENT
344 BROADWAY
LONG BRANCH, NJ 07740
(732) 222-1000**

**TO: Kathy Schmelz
FROM: Sgt. John Evangelho
DATE: October 23, 2018
RE: Special Law Enforcement Officer (SLEO) Class II Candidates**

Dear Kathy Schmelz,

We are currently in the process of hiring 13 seasonal SLEO II officers. As per Monmouth County Police Academy (MCPA) policy, all recruits must be approved by the governing body by means of a council resolution. I am requesting the following 12 individuals to be included in a MCPA SLEO Class II Resolution. The academy starts on January 28, 2019.

- 1. MICHAEL MORSE**
- 2. JAMES LACO**
- 3. JOSEPH BUCCEIRO**
- 4. JOSEPH BENNER**
- 5. FRANK MINNISCH**
- 6. CESAR LOPEZ**
- 7. DAVI CUNHA**
- 8. CHRISTIAN DEFAZIO**
- 9. MICHAEL PEDE**
- 10. ANDREW WALTERS**
- 11. BRYAN RODRIGUEZ**
- 12. TREVOR VAN NESS**

Due to limited available slots at MCPA, the following 1 individual will be attending the Ocean County Police Academy (OCPA) for SLEO Class II Officer. The OCPA starts December 21, 2018.

- 1. MUHAMMAD ALI**

Kind Regards,

A stylized, handwritten signature in black ink, appearing to read "John Evangelho".

**Sgt. John Evangelho
Special Operations Supervisor**

R# 239-18

**RESOLUTION AUTHORIZING USE OF
COMPETITIVE CONTRACTING
FOR ELECTRONIC BEACH BADGE SYSTEM CONCESSION**

WHEREAS, the City of Long Branch has determined that it would be in the best interest of residents and patrons utilizing its beaches to offer electronic beach badge system for use on its beaches; and

WHEREAS, in accordance with N.J.S.A. 40A:11-4.1 et seq., and N.J.A.C. 5:34-4, local units of government wishing to contract for a concession of this type may, by resolution, authorize the use of competitive contracting for the solicitation of proposals.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes the Purchasing Agent to prepare a request for proposals and utilize the competitive contracting process, as defined in New Jersey Statutes and New Jersey Administrative Code, to secure a contract for an electronic beach badge system for use on its beaches.

OFFERED: Voogt
SECOND: Viciera
AYES: 4
NAYES: 0
ABSENT: 1-Dangler
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, KATHY L. SCHMEL, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 11-15-18

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 16th DAY OF Nov, 2018

Kathy L. Schmelt
MUNICIPAL CLERK, R.M.C.

R # 240-18

Resolution Employee Recognition Program

WHEREAS, all employees like to be recognized and appreciated for the work they do for their employer; and

WHEREAS, Employee recognition programs provide an opportunity to recognize and thank staff and faculty for their contributions, dedication, and commitment to the Community; and

WHEREAS, this program will be designed to acknowledge an Employee who has performed his or her duties in an extraordinary manner demonstrating friendliness, thoughtfulness and dependability, ability to work with others and perform their duties in a professional manner; and

WHEREAS, the employee that is chosen as "Employee of the Month" will receive a resolution presented by the Mayor and City Council at a regular Council meeting, an 8 x 10 photo will be displayed in the common area at City Hall and a photo of the employee will also be highlighted on the City's website and the newspaper; and

WHEREAS, employees that have reached 25, 35 or 50 year Anniversary will also be recognized with a Years of Service Awards and receive a resolution and they will be highlighted on the City's web page as well.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that they hereby establish an "Employee Recognition Program" with said program to begin with a presentation at the January 2019 Council meeting and every 2nd meeting thereafter of each month of the Council.

SO MOVED: Voogt

SECONDED: Vieira

AYES: 4

NAYES: 0

ABSENT: 1-Dangler

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHENK, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 11-15-18
IN WITNESS WHEREOF, I HAVE HEREIN SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 15th DAY OF Nov. 20 18
Kathy L. Schenk
MUNICIPAL CLERK, E.E.C.

R# 241-18

**RESOLUTION
TO RESTATE AND ADD ROTH PROVISION FOR
AN EXISTING DEFERRED COMPENSATION PLAN
89-PD-AXA-120616**

WHEREAS, the City of Long Branch (hereinafter referred to as the "Employer") by resolution adopted a Deferred Compensation Plan (hereinafter referred to as the "Plan") effective 01/01/19 for the purpose of making available to eligible employees the accrual of tax benefits under a Section 457 Deferred Compensation Plan; and

WHEREAS, the Small Business Jobs Act of 2010 amended Section 402A(e)(1) of the Internal Revenue Code (the "Code"); and

WHEREAS, the Employer desires its Plan to add Roth provisions brought about by the Small Business Jobs Act of 2010; and

WHEREAS, the Employer desires to adopt a restated Plan that is substantially similar to one on which a favorable Private Letter Ruling has been previously obtained from the federal Internal Revenue Service including provisions of The Small Business Job Protection Act of 1996 (United States Public Law No. 104-188), the Tax payer Relief Act of 1997 (United States Public Law No. 105-34), the Economic Growth and Tax Relief Reconciliation Act of 2001 (United States Public Law No. 107-16), Section 401(a)(9) of the Internal Revenue code, the Small Business Jobs Act of 2010, and all such provisions are stated in the plan in terms of substantially similar to the text of those provisions in the Code Section 457 including pertinent applicable Treasury Regulations. The use of the Ruling is for the guidance only and acknowledges that for Internal Revenue Service purposes, the Ruling of another employer is not to be considered precedent; and

WHEREAS, such revised Plan shall supersede the previously adopted Plan;

NOW, THEREFORE BE IT RESOLVED that the City of Long Branch hereby adopts the attached revised Plan 89-PD-AXA-120616.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be forwarded to the Director of the Division of Local Government Services.

OFFERED: Voogt
SECOND: Vieria
AYES: 4
NAYES: 0
ABSENT: 1-Dangler
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, TERRY L. SCHALLZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 11-15-18
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 16th DAY OF Nov, 2018
Terry L. Schallz
Municipal Clerk, R.M.

R # 242-18

RESOLUTION
2018 BUDGET APPROPRIATION TRANSFERS

WHEREAS N.J.S.A. 40A: 4-58 states "Should it become necessary, during the last 2 months of the fiscal year or the first 3 months of the next fiscal year , to expend for any of the purposes specified in the budget an

Amount in excess of the respective sums appropriated therefor and there shall be an excess in any appropriations over and above the amount deemed to be necessary to fulfill the purpose of such appropriation, the governing body may, by resolution setting forth the facts, adopted by not less than 2/3 vote of the full membership thereof, transfer the amount of such excess to those appropriations deemed to be insufficient"; and,

WHEREAS the Chief Financial Officer has recommended that the following transfers, being in compliance with N.J.S.A. 40A: 4-58, be made.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch, County of Monmouth, (not less than 2/3 of the full membership concurring affirmatively), that the budget transfers, attached and made a permanent part of this resolution, are hereby made and approved.

OFFERED: Voegt
SECOND: Vieira
AYES: 4
NAYES: 0
ABSENT: 1-Dangler
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, ELLIOT L. SCHLEIF, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FORGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 11-15-78
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 15th DAY OF NOVEMBER 20 18
Elliot L. Schleif
MUNICIPAL CLERK, R.M.C.

15-Nov-18

Account Name	Account Number	TO	FROM
Office of the Mayor	S/W 8-01-011-101	\$ 7,000.00	
Office of the Administrator			
Misc OE- MIS	O/E 8-01-012-702	\$ 4,000.00	
Utilities			
Gasoline	O/E 8-01-112-502	\$ 80,000.00	
Office of Planning			
Misc (redevelopment)Consultants	O/E 8-01-127-586		\$ 91,000.00
		<u>\$ 91,000.00</u>	<u>\$ 91,000.00</u>

R # 243-18

CITY OF LONG BRANCH
SUSTAINABLE LAND USE PLEDGE – AFFIRMATION

WHEREAS, land use is an essential component of overall sustainability for a municipality; and

WHEREAS, well planned land use can create transportation choices, provide for a range of housing options, create walkable communities, preserve open space, provide for adequate recreation, and allow for the continued protection and use of vital natural resources; and

WHEREAS, given New Jersey's strong tradition of home rule and local authority over planning and zoning, achieving a statewide sustainable land use pattern will require municipalities to take the lead; and

WHEREAS, the City of Long Branch, continues these principles and further these intentions with regard to our municipal land use decisions and the intent of making Long Branch a truly sustainable community. It is our intent to further these principles with each revision of the master plan and reexamination report as well as updates to our land use zoning, natural resource protection, and other ordinances accordingly; and

WHEREAS, the City of Long Branch passed a Sustainable Land Use Pledge resolution on April 22, 2014 in support of these goals.

NOW THEREFORE BE IT RESOLVED that the Mayor and Council of the City of Long Branch, Monmouth County, New Jersey, does hereby approve and authorize this affirmation of Sustainable Land Use Pledge and instruct the Business Administrator to distribute to the members of the City of Long Branch Planning Board, Board of Adjustment, Environmental Commission as well as any boards and commissions involved in land use policy development and implementation. The Business Administrator will provide certification that all members have received the original Sustainable Land Use Pledge resolution as well as this resolution affirming the same.

Certification of Sustainable Land Use Pledge Resolution and Affirmation

As Business Administrator for the City of Long Branch, I do hereby certify that the original Sustainable Land Use Pledge passed by Mayor and Council on April 22, 2014, as well as the affirming resolution of same passed were distributed to all members of the Planning Board, Board of Adjustment and Environmental Commission; including all other boards and commissions involved in land use policy development and implementation on April 23, 2014.

Business Administrator: _____ Date: _____

OFFERED: Voogt
SECOND: Vieira
AYES: 4
NAYES: 0
ABSENT: 1 - Dangler
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, KATHY L. SCHEELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 11-15-18

IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 11th DAY OF NOV 2018

Kathy L. Scheelz
MUNICIPAL CLERK, R.M.C.

R# 95-14

**City of Long Branch
Sustainable Land Use Pledge**

WHEREAS, land use is an essential component of overall sustainability for a municipality; and

WHEREAS, well planned land use can create transportation choices, provide for a range of housing options, create walkable communities, preserve open space, provide for adequate recreation, and allow for the continued protection and use of vital natural resources; and

WHEREAS, given New Jersey's strong tradition of home rule and local authority over planning and zoning, achieving a statewide sustainable land use pattern will require municipalities to take the lead;

WHEREAS, we the City of Long Branch, have taken steps with regard to our municipal land-use decisions with the intent of making Long Branch a truly sustainable community through our Redevelopment Plans, adopted 2009 Master Plan and 2011 Environmental Resource Inventory, and current updates to our land-use zoning, natural resource protection, and other ordinances;

WHEREAS, we the City of Long Branch, have also completed a five-year process with the State Office of Planning Advocacy and attained Plan Endorsement with the recent Regional Center designation from the State Planning Commission, are pursuing Transit Village designation with the State and NJ transit as well as revising our zoning ordinances in key locations such as Broadway and West End;

NOW THEREFORE, we the City of Long Branch, resolve to continue these principles and further these intentions with regard to our municipal land-use decisions and the intent of making Long Branch a truly sustainable community. It is our intent to further these principles in the next master plan revision and reexamination report and updates to our land-use zoning, natural resource protection, and other ordinances accordingly.

Regional Cooperation - We pledge to continue to reach out to administrations of our neighboring municipalities concerning land-use decisions, and to take into consideration regional impacts when making land-use decisions.

Transportation Choices - We pledge to continue to create transportation choices with a Complete Streets approach by considering all modes of transportation, including walking, biking, transit and automobiles through, when planning transportation projects and reviewing development applications. We will reevaluate our parking with the goal of limiting the amount of required parking spaces, promoting shared parking and other innovative parking alternatives, and encouraging structured parking alternatives where appropriate.

Natural Resource Protection - We pledge to continue to take action to protect the natural resources of the State for environmental, recreational and agricultural value, avoiding or mitigating negative impacts to these resources, in particular at our beachfront and

Long Branch Sustainable Land Use Pledge

waterways. Further, we pledge to continue expanding our Natural Resources Inventory (adopted in May 2011) when feasible to identify and assess the extent of our natural resources and to link natural resource management and protection to carrying capacity analysis, land-use and open space planning.

Mix of Land Uses - We pledge to continue to use our zoning power to allow for a mix of residential, retail, commercial, recreational and other land use types in areas that make the most sense for our municipality and the region, particularly in downtown and town center areas.

Housing Options - We pledge to continue, through the use of our zoning and revenue generating powers, to continue to foster and promote a diverse mix of housing types and locations, including single- and multi-family, for-sale and rental options, to meet the needs of all people at a range of income levels.

Green Design - We pledge to continue to incorporate the principles of green design and renewable energy generation into municipal buildings to the extent feasible and when updating our site plan and subdivision requirements for residential and commercial buildings.

Municipal Facilities Citing - We pledge to continue, to the extent feasible, to take into consideration factors such as walkability, bikability, greater access to public transit, proximity to other land-use types, and open space when locating new or relocated municipal facilities.

NOW THEREFORE BE IT RESOLVED that the Mayor and Council of the City of Long Branch, Monmouth County, New Jersey, does hereby approve and authorize said pledge.

Certification Date: 4-23-14

I hereby certify this is a true and exact copy of a resolution adopted by the Long Branch City Council on 4-22-14 (date).

Seal:

OFFERED: Siranni
SECOND: Bastelli
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

Anthony Schmeiz
Signed:

R # 244-18

RESOLUTION RELEASING ESCROWS

PROJECT: 180 Avenel Blvd.
BLOCK: 387
LOT: 2

WHEREAS various guarantees have been posted for the above referenced project and,

WHEREAS Mark Magnotta has requested return of said guarantees, and,

WHEREAS the Chief Financial Officer and the City Planner have stated that the project is withdrawn and recommend the release of said guarantees.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that the Finance Director is hereby authorized to refund the following escrow fund balances:

Planning Board Escrow	E-14-501-322	\$ 476.67
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in the total amount of \$ 476.67, plus accrued interest if applicable, to:

Mark Magnotta
180 Avenel Blvd.
Long Branch, NJ 07740

OFFERED: Voogt
SECOND: Vieira
AYES: 4
NAYES: 0
ABSENT: 1 - Dangler
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, EDITH D. SCHLIE, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOLLOWING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 11-15-18
IN WITNESS WHEREOF, I HAVE HERETO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 16th DAY OF NOV 2018
Edith D. Schlief
MUNICIPAL CLERK, R.M.C.

R # 245-18

RESOLUTION AWARDING BID CONTRACT FOR 2018 ROADWAY IMPROVEMENTS

WHEREAS, the City of Long Branch has the need to contract for 2018 Roadway Improvements and;

WHEREAS, through a fair and open process, the City has advertised to receive bids on October 4, 2018 for 2018 Roadway Improvements and the following bids were received as followed:

PRECISE	\$1,647,855.00
ASSUNACAO	\$3,165,054.75
FERNANDES CONSTRUCTION	\$1,654,551.50
BLACK ROCK	\$1,705,061.66
EARL	\$1,885,513.13
P & A	\$2,271,315.75

WHEREAS, the bid documents were reviewed by the Purchasing Agent, and our Avakian Engineer and found to be in order; and

WHEREAS, it is the recommendation of the Engineer that it is in the City's best interest to award a contract to **Precise Construction Inc.** as the low bidder; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form attached hereto, that funds for these contracts are available in, **Appro. #C-04-125-601, in the amount of \$112,785.00 and #C-04-127-603 in the amount of \$1,535,070.00 for a Grand total of \$1,647,855.00**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, that a contract be awarded to **Precise Construction Inc.** for 2018 Roadway Improvements, in accordance with the bid specifications and proposal, **for a sum not to exceed \$1,647,855.00.**

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute any and all necessary documents pursuant to said award.

OFFERED: Voogt
SECOND: Viera
AYES: 4
NAYES: 0
ABSENT: 1 - Dangler
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, RUTH L. SCHMEZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 11-15-18

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 16th DAY OF Nov, 2018

Ruth L. Schmez
MUNICIPAL CLERK, R.I.N.T.

**CITY OF LONG BRANCH
OFFICE OF THE FINANCE DIRECTOR
344 BROADWAY
LONG BRANCH, NJ 07740**

CERTIFICATION OF CHIEF FINANCIAL OFFICER

As the Chief Financial Officer of the City of Long Branch, I certify that funds are available for award of the following contracts/agreements:


2018 ROADWAY IMPROVEMENTS

Said contract being made as follows:

PRECISE CONTRACTING INC \$1,647,855.00

Said funds being available in the form of:

**CITY WIDE PAVING APPRO. # C-04-125-601, \$112,785 and
#C-04-127-603 \$1,535,070.00 GRAND TOTAL \$1,647,855.00**



Chief Financial Officer



Date

LEON S. AVAKIAN, INC. *Consulting Engineers*

788 WAYSIDE ROAD • NEPTUNE, NEW JERSEY 07753

LEON S. AVAKIAN, P.E., P.L.S. (1953-2004)
PETER R. AVAKIAN, P.E., P.L.S., P.P.
MEHRYAR SHAFAI, P.E., P.P.
GREGORY S. BLASH, P.E., P.P.
LOUIS J. LOBOSCO, P.E., P.P.
GERALD J. FREDA, P.E., P.P.
WILLIAM D. PECK, P.E., P.P.
RICHARD PICATAGI, L.L.A., P.P.
JENNIFER C. BEAHM, P.P., AICP
HELEN ZINCAVAGE, P.P., AICP

October 4, 2018

David J. Spaulding, Jr., Purchasing Agent
City of Long Branch
344 Broadway
Long Branch, NJ 07740

**Re: 2018 Road Improvement Project
City of Long Branch
Recommendation of Award
Our file: LB 18-03**

Dear Mr. Spaulding:

Bids were received on Thursday, October 4, 2018 for above referenced project. Seven (7) contractors purchased bid documents and of those, six (6) complete bids were received. The base bid amount ranged from a low bid of \$1,312,460.00 to a high of \$1,834,363.25. The project also included two (2) alternates. If funds are available for these options, the apparent low bidder will vary. The bid totals are shown below as well on the attached bid tabulation:

	Bidders	Base Bid Amount	Base Bid & Alternate 1 Bid Items	Base Bid & Alternate 1 & 2 Bid Items
1.	Precise Construction, Inc.	\$1,312,460.00	\$1,371,825.00	\$1,647,855.00
2.	Assuncao Bros, Inc.	\$1,306,493.75	\$1,367,122.25	*\$3,165,054.75
3.	Fernandes Construction, Inc.	\$1,316,509.00	\$1,372,426.50	\$1,654,551.50
4.	Black Rock Enterprises, LLC.	\$1,365,668.10	\$1,430,742.14	\$1,705,061.66
5.	Earle Asphalt	\$1,502,013.13	\$1,572,413.13	\$1,885,513.13
6.	P & A Construction, Inc.	\$1,834,363.25	\$1,915,900.75	\$2,271,315.75
7.	Fiore Paving Company	NO BID		

*Mathematical error found in Proposal

The references for both bidders, Assuncao Bros Inc., Edison NJ and Precise Construction Inc., Freehold NJ, have been checked by this office and found to be satisfactory. We therefore, recommend that a contract be awarded as outlined below:

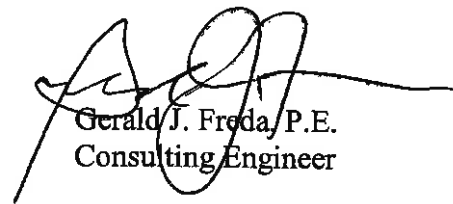
- Assuncao Bros Inc. for the **base bid** in the amount of \$1,306,493.75
- Assuncao Bros Inc. for the **base bid and alternate #1** in the amount of \$1,367,122.25 or
- Precise Construction Inc. for the **base bid and alternate #1 & #2** in the amount of \$1,647,855.00

subject to the favorable review of the bid bond by the City Attorney, and the availability of funding to complete the project.

Should you have any questions regarding this matter, please feel free to contact our office.

Very truly yours,

LEON S. AVAKIAN, INC.




Gerald J. Freda, P.E.
Consulting Engineer

SJA:mfl
Enclosure

cc: George Jackson, Administrator
Michael Martin, CFO
Kathy Schmelz, Clerk
Stan Dziuba, Director of DPW

LB/18/18-03a

44-57


Gerald J. Froese, P.E.
NJ PE License 38548
Leon S. Aykmon, Inc.

I hereby certify that this is a true copy of bids received for 2018 Road Improvement Project in the City of Long Branch, Monmouth County, NJ

R # 246-18

**A RESOLUTION AUTHORIZING THE CITY OF LONG
BRANCH, DEPARTMENT OF ECONOMIC AND COMMUNITY
DEVELOPMENT TO LEASE APPROXIMATELY 1,500
SQUARE FEET OF OFFICE SPACE FROM
THE GREATER LONG BRANCH CHAMBER OF COMMERCE
FOR CALENDAR YEAR 2019**

WHEREAS, the Greater Long Branch Chamber of Commerce own premises located at 226 Broadway in the City of Long Branch ; and

WHEREAS, the City of Long Branch ("the City") already leases space located at 226 Broadway; and

WHEREAS, the Office of Economic and Community Development of the City of Long Branch has a need for the use of a 1,500 square feet of space which cannot be provided to the Office of Economic and Community Development in any current City owned property; and

WHEREAS, the Greater Long Branch Chamber of Commerce is agreeable to leasing 1,500 square feet on the second floor at 226 Broadway in the City of Long Branch for use by the Office of Economic and Community Development and pursuant to the lease agreement annexed hereto and made part hereof; and

WHEREAS, the monthly rent will be \$1,650.00 payable on the first day of each month with the first payment due January 1st, 2019 for a total amount of \$19,800.00 per year; and

WHEREAS, said lease agreement is in the best interests of the citizens of the City of Long Branch; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form annexed hereto, that funds for said contract are available in, Appropriation Line Item #T-14-430-404, in the amount of \$9,900.00; and #T-14-400-404:\$9,900 for a grand total of \$19,800.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes the agreement with the Greater Long Branch Chamber of Commerce for a 1 year lease of office space for the Office of Economic and Community Development, **for an amount not to exceed \$19,800.00**

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute any and all necessary documents pursuant to said contract, and publish according to law.

OFFERED: Voogt
SECOND: Vieira
AYES: 4
NAYES: 0
ABSENT: 1 - Dangler
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 11-15-18
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 11th DAY OF Nov, 2018
Kathy L. Schmeltz
MUNICIPAL CLERK, E.N.C.

**CITY OF LONG BRANCH
OFFICE OF THE FINANCE DIRECTOR
344 BROADWAY
LONG BRANCH, NJ 07740**

CERTIFICATION OF CHIEF FINANCIAL OFFICER

As the Chief Financial Officer of the City of Long Branch, I certify that funds are available for award of the following contracts/agreements:

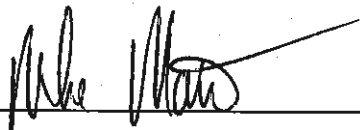
AGREEMENT TO LEASE 1,500 SQUARE FEET OF OFFICE SPACE FROM THE GREATER LONG BRANCH CHAMBER OF COMMERCE FOR OFFICE OF ECONOMIC COMMUNITY DEVELOPMENT 2019

Said contract being made as follows:

GREATER LONG BRANCH CHAMBER OF COMMERCE \$19,800.00

Said funds being available in the form of:

#T-14-400-404- 9,900 #T-14-430-404- 9,900 Grand Total \$19,800



Michael Martin, Chief Financial Officer

10/24/18

Date

LEASE AGREEMENT

This agreement is made on the 1st day of January, 2019,

Between: The Greater Long Branch Chamber of Commerce

Located at 228 Broadway First Floor, City of Long Branch, County of Monmouth and State of New Jersey, herein designated as the "Landlord";

And The Office Of Community & Economic Development, City of Long Branch

Located at 344 Broadway, City of Long Branch, County of Monmouth and State of New Jersey, herein designated as "Tenant";

Witnesseth that, the Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord, the following described premises:

The office is located on the second floor with approximately 1,500 square feet of space;

for a term of one (1) year, beginning January 1, 2019

Upon the following Conditions and Covenants:

1. Payable \$1650.00 per month, payable on the first day of each month with the first payment due on January 1st, 2019, for a total amount of \$19,800 per year. The tenant will also be responsible for electricity and maintenance of the office space.
2. Either party has the right to terminate this Lease on (60) days written notice to the other. The Tenant shall not be responsible for any damages to the Landlord as a result of economic conditions or otherwise, as a result of the Tenant's cancellation of this lease.
3. The City of Long Branch shall install phone lines for all communications systems and will insure all Equipment owned by the Tenant.
4. Workmen's Compensation will insure all City employees.
5. The Landlord will provide property liability insurance.
6. The Tenant has examined the premises and has entered into this lease without any representations on the part of the Landlord as to the conditions thereof. The Tenant shall take good care of the premises and shall at the Tenant's own cost and expense make all repairs, including painting and decorating, and shall maintain the premises in good condition and state of repair, and at the end or other expiration of the term hereof, shall deliver up the rented premises in good order and condition, wear and tear from a reasonable use thereof, and damage by the elements not resulting from the neglect or fault of the Tenant, excepted.
7. No alterations, additions or improvements shall be made,

and no climate regulating, air conditioning, cooling, heating or sprinkler systems, television or radio antennas, heavy equipment, apparatus and fixtures, shall be installed in or attached to the leased premises, without the written consent of the Landlord. Unless otherwise provided herein, all such alterations, additions or improvements and systems, when made, shall belong to and become the properties of the Landlord and shall be surrendered with the premises and as part thereof upon the expiration or sooner termination of this Lease, without hindrance, molestation or injury.

8. In case of fire or other casualty, the Tenant shall give immediate notice to the Landlord. If the premises shall be partially damaged by fire, the elements or other casualty, the Landlord shall repair the same as speedily as practicable, but the Tenant's obligation to pay the rent hereunder shall not cease. If, in the opinion of the Landlord, the premises be so extensively and substantially damaged as to render them untenable, then the rent shall cease until such time as the premises shall be made tenable by the Landlord. However, if, in the opinion of the Landlord, the premises be totally destroyed or so extensively damaged as to require practically a rebuilding thereof then the tenant shall be paid up to the time of such destruction and then and from thenceforth this lease shall come to an end. In no event however, shall the provisions of this clause become effective or be applicable, if the fire or other casualty and damage be the result of the carelessness, negligence or improper conduct of the Tenant or the Tenant's agents, employees, guests, licensees, invitees or subtenants, assignees or successors. In such case, the Tenant's liability for the payment of the rent and the performance of all the covenants, conditions and terms hereof on the Tenant's part to be performed shall continue and the Tenant shall be liable to the Landlord for the damage and loss suffered by the Landlord. If the Tenant shall have been insured against any of the risks herein covered, then the proceeds of such insurance shall be paid over to the Landlord to the extent of the Landlord's costs and expenses to make repairs herein and such insurance carriers shall have no recourse against the Landlord for reimbursement.
9. The Tenant agrees that the Landlord and the Landlord's agents, employees, or other representatives, shall have the right to enter into and upon the said premises or any part thereof, at all reasonable hours, for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause shall not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs.
10. This Lease shall not be a lien against the said premises in respect to any mortgages that may hereafter be placed upon said premises. The recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this lease, irrespective of the date of recording or the date the Tenant agrees to execute any instruments, without cost, which may be deemed necessary or desirable, to further effect the subordination of this lease or any such mortgage or mortgages. A refusal by the Tenant to execute such instruments shall entitle the Landlord

to the option of canceling this Lease, and the term hereof is hereby expressly limited accordingly.

11. Any equipment, fixtures, goods or other property of the tenant, not removed by the Tenant upon the termination of this lease, or upon any quitting vacating or abandonment of the premises by the Tenant, or upon the Tenant's eviction, shall be considered as abandoned and the Landlord shall have the right without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the tenant, and shall not be accountable to the tenant for any part of the proceeds of such sale, if any.
12. This lease and the obligation of the Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, shall not be affected, curtailed, impaired or excused because of the Landlord's inability to supply any service or material called for herein, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casual loss or because of strike or other labor trouble or for any cause beyond the control of the Landlord.
13. The Landlord covenants and represents that the Landlord is the owner of the premises herein leased and has the right and authority to enter into, execute and deliver this lease; and does further covenant that the Tenant on paying the rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the leased premises for the term aforementioned.
14. This lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations of promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Landlord and the Tenant.

In Witness Whereof, the parties hereto have hereunder set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above written.

Greater Long Branch Chamber
of Commerce

Nancy K. Slone
Chamber of Commerce

KATHY SCHMELZ, CLERK

(Date)

Be it Remembered that on _____, before me, the subscriber, personally appeared KATHY SCHMELZ, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction that she is the Clerk of the City of Long Branch, the Corporation named in the within instrument: that John Pallone is the Mayor of the City of Long Branch; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the City of Long Branch; that deponent well knows the corporate seal of said corporation; and that the seal affixed to said Instrument is the proper corporate seal of said Corporation; and that the semi-affixed to said Instrument is the proper corporate seal and was hereto affixed and said instrument signed and delivered by said Clerk as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed her name thereto as attesting witness.

Sworn to and subscribed before me
the date aforesaid

R# 247-18

**RESOLUTION AWARDING BID FOR
TWO YEAR CONTRACT FOR DISPOSAL OF BULKY WASTE**

WHEREAS, the City of Long Branch has the need to contract for disposal of Type 13 and 13C bulky waste collected by the Public Works Department from its curbside collection program; and

WHEREAS, through a fair and open process, the City has advertised to receive bids on October 30, 2018, for a two year contract for disposal of Type 13 and Type 13C bulky waste, and the following bids were received:

Republic Services d/b/a Marpal (\$86.00 per ton)	\$516,000.00
Mazza & Sons, Inc. (\$75.95 per ton)	\$455,700.00

WHEREAS, the bid documents were reviewed by the Purchasing Agent, and found to be in order; and

WHEREAS, it is the recommendation of the Public Works Director and the Purchasing Agent that it is in the City's best interest to award a contract to **Mazza Recycling Services** as the low bidder; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form attached hereto, that funds for these contracts are available in the 2018 Budget, Department of Public Works, Division of Solid Waste Disposal, **Appro. #8-01-057-521, in the amount of \$20,000, with continuation of the contracts contingent upon provision of additional funds through appropriation transfer, emergency appropriation, and or additional funds in the 2019 adopted and future Budgets.**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, that a two year contract be awarded to **Mazza Recycling Services** for disposal of up to 6,000 tons of Type 13 and 13C bulky waste at \$75.95 per ton, in accordance with the bid specifications and proposal, **for a sum not to exceed \$455,700.00.**

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute any and all necessary documents pursuant to said award.

OFFERED: Voogt
SECOND: Vieira
AYES: 4
NAYES: 0
ABSENT: 1 - Dangler
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, RUTH L. SCHWELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 11-15-18
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 16th DAY OF Nov 20 18
Ruth L. Schwelz
MUNICIPAL CLERK, R.M.C.

**CITY OF LONG BRANCH
OFFICE OF THE FINANCE DIRECTOR
344 BROADWAY
LONG BRANCH, NJ 07740**

CERTIFICATION OF CHIEF FINANCIAL OFFICER

As the Chief Financial Officer of the City of Long Branch, I certify that funds are available for award of the following contracts/agreements:

TWO YEAR CONTRACT FOR DISPOSAL OF BULKY WASTE

Said contract being made as follows:

MAZZA RECYCLING SERVICES LTD \$ 455,700.00

Said funds being available in the form of:

**SOLID WASTE DISPOSAL APPRO. # 8-01-057-521 \$20,000.00
* CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON PROVISION
OF ADDITIONAL FUNDS BY APPROPRIATION TRANSFER, EMERGENCY
APPROPRIATION, AND PROVISION OF ADEQUATE FUNDS IN THE 2019
ADOPTED AND FUTURE BUDGETS.**



Michael Martin, Chief Financial Officer

10/31/18

Date

CITY OF LONG BRANCH
PROPOSAL FORM

MAZZA RECYCLING SERVICES, LTD
Bidder's Name

Proposal for a two year contract for disposal of Type #13 and Type #13C Bulky Waste at
Bidder's Bulk Material Recovery Facility:

*PRICE PER TON MUST INCLUDE RECYCLING ENHANCEMENT TAX OF \$3.00 PER TON *

<u>Description</u>	<u>Unit Price</u> <u>Per ton with Tax</u>	<u>Total Bid Price for</u> <u>up to 6,000 tons with Tax</u>
--------------------	--	--

Bid Price

Years One and Two

Including Recycling Tax of \$3.00 Ton

\$ 75.95

\$ 455,700.⁰⁰

FOUR HUNDRED FIFTY-FIVE THOUSAND, SEVEN HUNDRED DOLLARS AND NO/CENTS.

Bid price Years One and Two in words including Recycling Tax of \$3.00 Ton

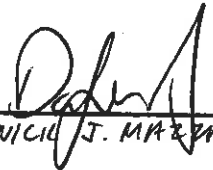
Location of Bidder's Bulk Material Recovery Facility:

3230 SHAFTO ROAD, TINTON FALLS, NJ 07753

Bidder's estimate of mileage, one way, over public roads
between L.B. Public Works Yard and Bidder's Facility:
(Note: round to nearest mile.) *

8

Bidder is _____ is not ☒ willing to extend this contract for an additional two year term under the
terms indicated in the paragraph entitled "Term of Contract" in these bid specifications.


DOMINIC J. MAZZA, JR., VICE-PRESIDENT


JAMES F. MAZZA, JR., PRESIDENT

* USING MAPQUEST

R # 248-18

**RESOLUTION FOR MEMBER PARTICIPATION
IN A COOPERATIVE PRICING SYSTEM**

A RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH
TO ENTER INTO A COOPERATIVE PRICING AGREEMENT

RESOLUTION NUMBER

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Hunterdon County Educational Services Commission, hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services;

WHEREAS, on November 15, 2018 the governing body of the City of Long Branch County of Monmouth, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

NOW, THEREFORE BE IT RESOLVED as follows:

TITLE

This RESOLUTION shall be known and may be cited as the Cooperative Pricing Resolution of the City of Long Branch

AUTHORITY

Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

CONTRACTING UNIT

The Lead Agency shall be responsible for complying with the provisions of the *Local Public Contracts Law* (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.

EFFECTIVE DATE

This resolution shall take effect immediately upon passage.

OFFERED: Voost
SECOND: Vieira
AYES: 4
NAYES: 0
ABSENT: 1 - Dangler
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, ANTHONY L. MARINO, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 11-15-18
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 15th DAY OF NOV 20 18
Anthony L. Marino
MUNICIPAL CLERK, R.R.C.

Hunterdon County Educational Services Commission
Administration Office
51 Sawmill Road
Lebanon, New Jersey 08833
Phone: 908-439-4280 Fax: 908-439-2270

Marie Kisch/ Superintendent x4500
Corinne Steinmetz, SBA/Board Secretary x4501
Doreen Pirozzi, Purchasing Manager x1513

COOPERATIVE PRICING AGREEMENT

This agreement, made and entered into this ^{15th} day of ~~NOVEMBER~~ 2018, by and between the Board of Directors of Hunterdon County Educational Services Commission, referred to as the "Lead Agency" and various governing boards, authorities, commissions and other governmental contracting units within the county of Hunterdon and nearby counties,

WITNESSETH

WHEREAS, this agency is conducting a voluntary Cooperative Pricing System with Boards of Education, municipalities, and other types of public bodies located in the County of Hunterdon and other nearby counties, utilizing administrative purchasing services and facilities of Hunterdon County Educational Services Commission of Hunterdon County; and this Cooperative Pricing Agreement is to effect substantial economies in the purchase of work, materials and supplies; and

WHEREAS, all the parties hereto have approved the within Agreement by Ordinance or Resolution as appropriate, in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, in consideration of the premises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

- 1) *The work, materials or supplies to be priced cooperatively may include fuels, office supplies, paper products, instructional materials and equipment, vehicles, modulars and such other items and services as two or more participating contracting units in the system agree can be purchased on a cooperative basis.*

The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.

- 2) *The Lead Agency, on behalf of all participating contracting units, at the beginning of participation in the Cooperative Pricing System, and during each January thereafter, shall publish a legal ad in such format as required by the State Division of Local Government Services in a newspaper normally used for such purpose by it to include such information as:*

- a. *The name of the participating contracting unit, and*
 - b. *The name of the Lead Agency soliciting competitive bids or informal quotations, and*
 - c. *The address and telephone number of Lead Agency, and*
 - d. *The State Identification Code for the Cooperative Pricing System, and*
 - e. *The expiration date of the Cooperative Pricing Agreement.*
- 3) *Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities desired, the location for delivery and other requirements, to permit the preparation and filing of specifications as provided by law.*
- 4) *The specifications shall be prepared and approved by the Lead Agency and filed as required by law, and no changes shall thereafter be made except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.*
- 5) *A single advertisement for bids or the solicitation of informal quotations for the work, materials or supplies to be purchased shall be presented on behalf of all of the participating contracting units desiring to purchase any item by the Lead Agency in the Cooperative Pricing System.*
- 6) *The Lead Agency that advertises for bids or the solicitation of informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all bids, make a total award or make an award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a master contract with the successful bidder(s) providing for two categories of purchases:*
 - a. *The quantities ordered for the Lead Agency's own needs, and*
 - b. *The estimated aggregate quantities to be ordered by other participating contracting units by separate contract, subject to the specifications and prices set forth in the Lead Agency's overall (master) contract.*

The Lead Agency shall enter into a formal written contract(s) when required by law, directly with the successful bidder(s) only after it has certified the funds available only for its own needs ordered.

Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful bidder(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful bidder(s), and be responsible for any tax liability. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.

The provisions of this paragraph shall be quoted or referred to and sufficiently described in all advertisements for bids by the Lead Agency so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.

- 7) *Nothing in this Agreement shall prevent any participating contracting unit from awarding contracts of purchase, with or without advertising, individually and on its own behalf, provided, however, that invitations for such individual bids shall not be advertised, nor shall bids be received individually, during the period in which the Lead Agency is advertising for and receiving bids for the same items or commodities, except in the case of emergency or hardship.*
- 8) *The Lead Agency reserves the right to exclude any item or commodity from within said system if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.*
- 9) *The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement. It is agreed that each participating contracting unit shall pay the Lead Agency for the preparation of orders, if elected, up to but not exceeding 6% of net purchases. A small fee is charged for the fuel bids. Said costs will be determined by the Board of Directors of the Hunterdon County Educational Services Commission and will be commensurate with expenses incurred in the Cooperative Pricing Program. This amount shall be paid forty-five (45) days from the receipt of billing from the Lead Agency.*
- 10) *This agreement shall become effective upon approval of the Director of the Division of Local Government Services and shall continue in effect until any party to this Agreement shall give written notice of its intention to terminate its participation.*
- 11) *All records or documents maintained or utilized pursuant to terms of this Agreement shall be identified by the code number assigned by the Director, Division of Local Government Services and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.*
- 12) *Additional local contracting units may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the members of the System.*
- 13) *This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed.

GOVERNING BOARD / BOARD OF EDUCATION

DISTRICT/MUNICIPALITY CITY OF LONG BRANCH

ATTEST: _____

Secretary to the Board
CITY CLERK

DATE: _____

BY: _____

Board President
MAYOR

LEAD AGENCY
HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION

ATTEST: _____

Secretary to the Board

DATE: _____

BY: _____

Board President



Hunterdon County ESC

Cooperative Purchasing Contact Information Survey 2018 - 2019

Name/Address of School District or Municipality:

CITY OF LONG BRANCH 344 BROADWAY
LONG BRANCH NJ 07740

Primary Contact Name: DAVID J. SPAULDING

Position Title: PURCHASING AGENT

Email: DSPAULDING@LONGBRANCH.ORG

Tele. w/ext #: 732 571-5655

Technology Contact Name: WILL BAHAMONDE

Email: WBAHAMONDE@LONGBRANCH.ORG

Tele. w/ext #: 732 571 1916

Roxanne Wolf, Purchasing rwolf@hunterdonesc.org

Ph: 908-439-4280 x1474 Fax: 908-975-3753

<http://purchasing.hcesc.com>

Hunterdon County ESC, Cooperative Purchasing

37 Hoffmans Crossing Road, Califon, NJ 07830

#34HUNCCP

R # 249-18

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DISCHARGE OF MORTGAGE FOR DONNA PETERSON FOR THE PREMISES KNOWN AS 104 ROCKWELL AVE, IN THE CITY OF LONG BRANCH, NEW JERSEY

WHEREAS, Donna Peterson is the owner of the premises known as 104 Rockwell Ave, in the City of Long Branch; and

WHEREAS, on June 18, 2008, as part of the City of Long Branch, Low-Income Homeowner, the City issued a Mortgage to the property owner, Donna Peterson, in the amount of \$18,132.00; and

WHEREAS, pursuant to a request of the City of Long Branch, Office of Community and Economic Development, through Tonya Medina, Housing Technician, on October 22, 2018, the Office of Community and Economic Development indicates that all requirements of the Mortgage have been met as set forth in the Mortgage Loan documents and as a result, the Mortgage should be discharged of record; and

WHEREAS, the matter has been reviewed by the City Attorney's office, and as a result of that review, the City Attorney concurs with the recommendation of the Office of Community and Economic Development;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that the Mayor and City Clerk hereby are authorized to execute a Discharge of Mortgage for the premises known as 104 Rockwell Ave, Long Branch NJ, owned by Donna Peterson, for a Mortgage in the amount of \$18,132.00, made on June 18, 2008 and recorded on October 21, 2008, in Book OR-

8744, Page 1242. In the form attached hereto.

OFFERED: Voost
SECOND: Vieira
AYES: 4
NAYES: 0
ABSENT: 1 - Dangler
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, DAVID L. SCIMONE, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 11-15-18.
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NJ, ON THIS 16th DAY OF NOV, 2018.
David L. Scimone
MUNICIPAL CLERK

Discharge of Mortgage

A certain Mortgage dated **June 18, 2008**, was made by
Donna Peterson

To
City of Long Branch

This Mortgage was made to secure payment of \$ **18,132.00** and interest. It was recorded or registered in the office of the county recording officer of **Monmouth** County, New Jersey, on **October 21, 2008**, in mortgage book **OR-8744** on Page **1242**.

This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be discharged of record. This means that this Mortgage is now cancelled and void.

1. I sign and CERTIFY to this Discharge of Mortgage on _____.

Witnessed or Attested by:

_____[Seal]
John Pallone - Mayor

_____[Seal]

STATE OF NEW JERSEY,
COUNTY OF **MONMOUTH**
I CERTIFY that on

SS.:

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):
(a) was the maker of the attached instrument; and
(b) executed this instrument as his or her own act.

NOTARY PUBLIC

STATE OF NEW JERSEY,
COUNTY OF **MONMOUTH**
I CERTIFY that on

SS.:

John Pallone, Mayor

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):
(a) was the maker of the attached instrument;
(b) was authorized to and did execute this instrument as **Mayor of the City of Long Branch**, the entity named in this instrument;
and,
(c) executed this instrument as the act of the entity named in this instrument.

RECORD AND RETURN TO:
Tonya Medina
City of Long Branch
344 Broadway
Long Branch, NJ 07740

NOTARY PUBLIC

R # 250-18

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DISCHARGE OF MORTGAGE FOR HENRY AND JULIA FEENEY FOR THE PREMISES KNOWN AS 239 WESTWOOD AVE, IN THE CITY OF LONG BRANCH, NEW JERSEY

WHEREAS, Henry and Julia Feeney are the owners of the premises known as 239 Westwood Ave, in the City of Long Branch; and

WHEREAS, on April 25, 2001, as part of the City of Long Branch, Moderate-Income Homeowner, the City issued a Mortgage to the property owners, Henry and Julia Feeney, in the amount of \$14,183.00; and

WHEREAS, pursuant to a request of the City of Long Branch, Office of Community and Economic Development, through Tonya Medina, Housing Technician, on October 16, 2018, the Office of Community and Economic Development indicates that all requirements of the Mortgage have been met as set forth in the Mortgage Loan documents and as a result, the Mortgage should be discharged of record; and

WHEREAS, the matter has been reviewed by the City Attorney's office, and as a result of that review, the City Attorney concurs with the recommendation of the Office of Community and Economic Development;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that the Mayor and City Clerk hereby are authorized to execute a Discharge of Mortgage for the premises known as 239 Westwood Ave, Long Branch NJ, owned by Henry and Julia Feeney, for a Mortgage in the amount of \$14,183.00, made on April 25, 2001 and recorded on December 4, 2001, in Book OR-8065, Page 7724. In the form attached hereto.

OFFERED: Voogt
SECOND: Vieira
AYES: 4
NAYES: 0
ABSENT: 1 - Dangler
ABSTAIN: 0

TOWN OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, ROBERT A. DUNN, JR., MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, CORRECT AND COMPLETE COPY OF
RESOLUTIONS ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 11-15-18
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 11th DAY OF Nov 2018
Robert A. Dunn, Jr.
Municipal Clerk, N.J.

Discharge of Mortgage

A certain Mortgage dated **April 25, 2001**, was made by
Henry and Julia Feeney

To
City of Long Branch

This Mortgage was made to secure payment of \$ **14,183.00** and interest. It was recorded or registered in the office of the county recording officer of **Monmouth** County, New Jersey, on **December 4, 2001**, in mortgage book **OR-8065** on Page **7724**.

This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be discharged of record. This means that this Mortgage is now cancelled and void.

1. I sign and CERTIFY to this Discharge of Mortgage on _____

Witnessed or Attested by:

_____[Seal]
John Pallone - Mayor

_____[Seal]

STATE OF NEW JERSEY,
COUNTY OF **MONMOUTH**
I CERTIFY that on

SS.:

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):
(a) was the maker of the attached instrument; and
(b) executed this instrument as his or her own act.

NOTARY PUBLIC

STATE OF NEW JERSEY,
COUNTY OF **MONMOUTH**
I CERTIFY that on

SS.:

John Pallone, Mayor

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):
(a) was the maker of the attached instrument;
(b) was authorized to and did execute this instrument as **Mayor of the City of Long Branch**, the entity named in this instrument;
and,
(c) executed this instrument as the act of the entity named in this instrument.

RECORD AND RETURN TO:
Tonya Medina
City of Long Branch
344 Broadway
Long Branch, NJ 07740

NOTARY PUBLIC

RESOLUTION OF THE CITY OF LONG BRANCH, IN THE COUNTY OF MONMOUTH, NEW JERSEY, DESIGNATING A CONDITIONAL REDEVELOPER FOR BLOCK 218 AND LOTS 5, 6 AND 8 ON THE TAX MAP OF THE CITY AND AUTHORIZING THE EXECUTION OF AN INTERIM COSTS AGREEMENT WITH RESPECT THERETO

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., as amended and supplemented (the “**Redevelopment Law**”) provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-6(a), the Mayor and Council adopted a Resolution duly designating an area in the City as an area in need of redevelopment (“**Redevelopment Area**”) as defined by the N.J.S.A. 40A:12A-5(a)-(e); and

WHEREAS, on May 14, 1996, the Mayor and Council adopted Ordinance #15-96 adopting the Oceanfront-Broadway Redevelopment Plan (the “**Redevelopment Plan**”) for the Redevelopment Area; and

WHEREAS, the Mayor and Council serves as the redevelopment entity pursuant to the provisions of the Redevelopment Law for the purpose of implementing redevelopment plans and carrying out redevelopment projects within the City; and

WHEREAS, PV Motel, LLC proposed a plan for the redevelopment of a portion of the Redevelopment Area it owns, located at the corner of Morris Avenue and Ocean Avenue, designated on the City Tax Map as Block 218, Lots 5, 6 and 8 (the “**Project Area**”) by constructing a hotel (the “**Project**”) thereon; and

WHEREAS, on October 24, 2018, the Redeveloper appeared before the Mayor and Council and the public to present its proposed Project; and

WHEREAS, the City Planning Department has worked collaboratively with the Redeveloper to review the Project and have discussed items to be addressed in a redevelopment agreement for a project for the Project Area; and

WHEREAS, PV Motel, LLC has represented it will not request assistance from the City in the form of a long or short term tax exemption or abatement, or redevelopment area bonds; and

WHEREAS, the City wishes to engage in preliminary negotiations with PV Motel, LLC in furtherance of entering into a formal redevelopment agreement, with said preliminary negotiations to include the receipt and review of additional Project specific information from PV Motel, LLC as may be requested by the City; and

WHEREAS, the City has determined that in order to coordinate the redevelopment of the Project Area in the most timely and efficient manner, it is in the best interests of the City to designate PV Motel, LLC, as the conditional redeveloper of the Project Area (hereinafter, the “**Conditional Redeveloper**”), pending the negotiation and execution of a more comprehensive redevelopment agreement (the “**Redevelopment Agreement**”) with the Conditional Redeveloper; and

WHEREAS, the City desires to authorize the execution of an interim costs agreement with the Conditional Redeveloper (in the form attached hereto as **Exhibit A**, the “**Interim Costs Agreement**”) to reimburse the City for any and all costs incurred by the City prior to the execution of a Redevelopment Agreement, including the City’s reasonably incurred out-of-pocket fees, costs and expenses related to the designation of the Conditional Redeveloper, negotiation of the terms and conditions of a redevelopment agreement and other documents related to the redevelopment of the Project Area including, but not limited to, fees for legal, accounting, engineering, planning and financial advisory services, including all such fees, costs and expenses incurred prior to the date of adoption of this resolution (the “**Interim Costs**”).

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

Section 1. The foregoing recitals are hereby incorporated by reference as if fully set forth herein.

Section 2. PV Motel, LLC is hereby designated as the Conditional Redeveloper of the Project Area pending the execution of the Redevelopment Agreement with the City.

Section 3. The within designation is hereby made for a limited period of ninety (90) days, and is contingent upon PV Motel, LLC providing any additional Project related information as may be requested by the City. In the meantime, PV Motel may appear before the City Planning Board in connection with the Project.

Section 4. The within designation is further contingent upon (i) PV Motel, LLC agreeing to reimburse the City for any and all Interim Costs in accordance with the Interim Costs Agreement and (ii) negotiating a formal Redevelopment Agreement between the City and PV Motel, LLC.

Section 5. The Mayor of the City is hereby authorized and directed to execute the Interim Costs Agreement, with such changes, omissions or amendments as the Mayor deems appropriate in consultation with the City's redevelopment counsel and other professionals.

Section 6. This resolution shall take effect immediately.

OFFERED: Voost
SECOND: Vieira
AYES: 4
NAYES: 0
ABSENT: 1 - Dangler
ABSTAIN: 0

TOWN OF LONG BRANCH
COUNTY OF MONMOUTH
STATE OF NEW JERSEY
I, JULY L. SCHEIDT, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
AS BEING A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 11-15-18
IN WITNESS WHEREOF, I HAVE HERETO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 16th DAY OF Nov 2018
July L. Scheidt
Municipal Clerk

EXHIBIT A

Form of Interim Costs Agreement

INTERIM COSTS AGREEMENT (the “**Interim Costs Agreement**”), dated as of _____, 2018, by and between:

THE CITY OF LONG BRANCH, a municipal corporation of the State of New Jersey with offices at 140 N. Broadway, Long Branch, New Jersey and its successors and assigns (the “**City**”),

and

PV MOTEL, LLC, a limited liability company with offices at [_____] and its successors and assigns (the “**Redeveloper**” and together with the City, the “**Parties**”).

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., as amended and supplemented (the “**Redevelopment Law**”) provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-6(a), the Mayor and Council adopted a Resolution duly designating an area in the City as an area in need of redevelopment (“**Redevelopment Area**”) as defined by the N.J.S.A. 40A:12A-5(a)-(e); and

WHEREAS, on May 14, 1996, the Mayor and Council adopted Ordinance #15-96 adopting the Oceanfront-Broadway Redevelopment Plan (the “**Redevelopment Plan**”) for the Redevelopment Area; and

WHEREAS, the Mayor and Council serves as the redevelopment entity pursuant to the provisions of the Redevelopment Law for the purpose of implementing redevelopment plans and carrying out redevelopment projects within the City; and

WHEREAS, the Redeveloper proposed a plan for the redevelopment of a portion of the Redevelopment Area it owns, located at the corner of Morris Avenue and Ocean Avenue, designated on the City Tax Map as Block 218, Lots 5, 6 and 8 (the “**Project Area**”) by constructing a hotel (the “**Project**”) thereon; and

WHEREAS, on October 24, 2018, the Redeveloper appeared before the Mayor and Council and the public to present its proposed Project; and

WHEREAS, the City Planning Department has worked collaboratively with the Redeveloper to review the Project and have discussed items to be addressed in a redevelopment agreement for a project for the Project Area; and

WHEREAS, the City wishes to engage in preliminary negotiations with the Redeveloper in furtherance of entering into a formal redevelopment agreement, with said

preliminary negotiations to include the receipt and review of additional Project specific information from the Redeveloper as may be requested; and

WHEREAS, the Parties have determined to establish an escrow fund with the City to provide for the payment of the City's fees, costs and expenses related to, among other things, the designation of the Redeveloper as the conditional redeveloper of the Project Area and preliminary discussions relating to the negotiation of a redevelopment agreement for the Project Area (collectively, the "**Interim Costs**"); and

WHEREAS, on November ____, 2018 the City Council adopted a resolution (i) designating the Redeveloper as conditional redeveloper of the Project Area, subject to the successful negotiation of a redevelopment agreement and (ii) authorizing the execution of this Interim Costs Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, representations, covenants and agreements contained herein and the undertakings of each Party to the other and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby and to bind its successors and assigns, do mutually promise, covenant and agree as follows:

1. Payment of Interim Costs.

a. Immediately upon the execution of this Interim Costs Agreement, the Redeveloper shall deposit Ten Thousand Dollars (\$10,000) with the City, which the City will deposit into an escrow account established by it for the payment of its Interim Costs (the "**Escrow Account**"). Prior to the City's withdrawal of funds from the Escrow Account for the payment of its Interim Costs, the City shall provide the Redeveloper with a copy of each invoice reflecting Interim Costs to be paid. Unless the Redeveloper, within 10 days of its receipt of any such copy, provides a written objection that any invoiced item is not an Interim Cost, the City shall be free to withdraw funds from the Escrow Account for the payment of such invoiced services. If, when and as often as may occur that the Escrow Account is drawn down to or below Two Thousand Five Hundred Dollars (\$2,500), then the Redeveloper, upon the City's request, shall immediately provide to the City for deposit such additional funds as are necessary to increase the balance in the Escrow Account to Ten Thousand Dollars (\$10,000) for use in accordance with these terms. In the event this Interim Costs Agreement either expires or is cancelled by the City, then all un-used escrowed monies shall be returned to the Redeveloper following the payment from the Escrow Account of the City's Interim Costs incurred up to the time of said expiration or cancellation.

b. Interim Costs, for the purposes of this Interim Costs Agreement, shall also include, to the extent applicable, the City's reasonably incurred out-of-pocket fees, costs and expenses related to the designation of the Redeveloper as conditional redeveloper, negotiation of the terms and conditions of a redevelopment agreement and other documents related to the redevelopment of the Project Area including, but not limited to, fees for legal, accounting, engineering, planning and financial advisory services, including all such fees, costs and expenses incurred prior to the execution of this Interim Costs Agreement. If the City retains a different

professional or consultant in the place of any professional originally responsible for any aspect of the Project, the City shall be responsible for all time and expenses of the new professional to become familiar with the Project and the City shall not bill the Redeveloper or charge the Escrow Account for any such service.

2. Notice. Any notice provided to the City hereunder shall be submitted in writing to:

City of Long Branch
Attn: Business Administrator
140 North Broadway
Long Branch, New Jersey 07740

with a copy to:

Kevin McManimon, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, NJ 07068

Notices to the Redeveloper shall be submitted in writing to:

Name, Title
PV MOTEL, LLC
[ADDRESS]

With copies to:

Patrick J. McNamara, Esq.
Scarinci Hollenbeck
331 Newman Springs Road
Building 3, Suite 310
Red Bank, New Jersey 07701-5692

3. General. This Interim Costs Agreement (i) shall be in effect as long as the Redeveloper is designated the conditional redeveloper or until it is cancelled by the City; and (ii) may be amended or supplemented only by an instrument in writing executed by the Redeveloper and City. The Redeveloper's obligation to fund the Escrow Account is not contingent upon the outcome of negotiations or the actual entering of a redevelopment agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Interim Costs Agreement to be executed, all as of the date first above written.

ATTEST:

CITY OF LONG BRANCH

BY: _____
John Pallone, Mayor

ATTEST:

PV MOTEL, LLC

BY: _____
_____,
Managing Member

R# 252-18

RESOLUTION FOR MEMBER PARTICIPATION IN A JOINT PURCHASING SYSTEM

**A RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH
TO ENTER INTO A JOINT PURCHASING AGREEMENT**

RESOLUTION NUMBER

WHEREAS *N.J.S.A. 40A:11-11(10)* authorizes contracting units to establish a Joint Purchasing System and to enter into a Joint Purchasing Agreement for its administration; and

WHEREAS the City of Long Branch, hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Joint Purchasing System for the provision and performance of goods and services; and

WHEREAS, on August 8, 2018 the City Council of the City of Long Branch, County of Monmouth, State of New Jersey duly considered participation in a Joint Purchasing System for the provision and performance of goods for Police Department Equipment for Training Purposes, including but not limited to Simunitions Equipment.

WHEREAS, the following towns: the City of Long Branch and the Borough of Allenhurst, Borough of Deal, Borough of Eatontown, Borough of Fair Haven, Borough of Little Silver, Borough of Monmouth Beach, Township of Ocean, Borough of Oceanport, Borough of Rumson, Borough of Sea Bright, Borough of Shrewsbury, Borough of West Long Branch, and the Monmouth University Police Department.

NOW, THEREFORE BE IT RESOLVED as follows:

TITLE

This Resolution shall be known and may be cited as the Joint Purchasing Resolution of the City of Long Branch

AUTHORITY

Pursuant to the provisions of *N.J.S.A. 40A:11-10* the Mayor is hereby authorized to enter into a Joint Purchasing Agreement with the Lead Agency.

CONTRACTING UNIT

The Lead Agency shall be responsible for complying with the provisions of the Local Public Contracts Law (*N.J.S.A. 40A:11-1 et seq.*) and all other provisions of the revised statutes of the State of New Jersey.

EFFECTIVE DATE

This resolution shall take effect immediately upon passage.

CERTIFICATION

BY: _____

John Pallone, Mayor

OFFERED: Voost
SECOND: Vieira
YES: 4
NAYES: 0
ABSENT: 1 - Dangler
ABSTAIN: 0

STATE OF NEW JERSEY
COUNCIL OF MONMOUTH
CITY OF LONG BRANCH
I, KATH L. SCHIFF, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, CORRECT, AND CORRECT COPY OF
RESOLUTION APPROVED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 11-15-18

IN WITNESS WHEREOF, I HAVE HERETO SET
MY HAND AND AFFIRMED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 15th DAY OF NOV 20 18

Kath L. Schiff
MUNICIPAL CLERK, E.N.C.

JOINT PURCHASING SYSTEM AGREEMENT

AGREEMENT FOR A JOINT PURCHASING SYSTEM

This Agreement made and entered into this 15th day of November, 2018 by and between the City of Long Branch and the Borough of Allenhurst, Borough of Deal, Borough of Eatontown, Borough of Fair Haven, Borough of Little Silver, Borough of Monmouth Beach, Township of Ocean, Borough of Oceanport, Borough of Rumson, Borough of Sea Bright, Borough of Shrewsbury, Borough of West Long Branch, and the Monmouth University Police Department to participate in a Joint Purchasing System.

WITNESSETH

WHEREAS, *N.J.S.A. 40A:11-10*, specifically authorize two or more contracting units to enter into a Joint Purchasing Agreement for the provision and performance of goods and services; and

WHEREAS, the City of Long Branch is conducting a voluntary Joint Purchasing System with other authorized contracting units utilizing the administrative purchasing services and facilities of the City of Long Branch; and

WHEREAS, this Joint Purchasing Agreement is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution; and in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or services to be priced jointly may include Equipment for the purpose of training purposes, including but not limited to Simunitions, and such other items as two or more participating contracting units in the system agree can be purchased on a joint basis.
2. The items and classes of items which may be designated by the participating contracting units hereto shall be purchased jointly for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
3. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the System's registration and annually thereafter, on the anniversary of the systems registration and shall publish a legal ad in such format as required by *N.J.A.C. 5:34-7. 9 (a)*

in its official newspaper normally used for such purposes by it to include such information as:

- (A) The name of Lead Agency soliciting competitive bids or informal quotations.
 - (B) The address and telephone number of Lead Agency.
 - (C) The names of the participating contracting units.
 - (D) The State Identification Code assigned the Joint Purchasing System.
 - (E) The expiration date of the Joint Purchasing Agreement.
4. The specifications shall be prepared and approved by the Lead Agency, and no changes shall thereafter be made. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
 6. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units.
 7. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item.
 8. The award shall result in only the Lead Agency entering into a formal written contract(s) directly with the successful bidder(s).
 9. The Lead Agency on behalf of each participating contracting unit shall certify the funds available for all the needs ordered under a particular contract(s); issue all purchase orders in its own name directly to the successful vendor(s) against said contract; and be invoiced by and receive statements from the successful vendor(s).
 10. The Lead Agency shall be responsible for payment for any items ordered, or for performance generally, by any other participating contracting unit. Each participating contracting unit, however, shall be required to accept its own deliveries.
 11. No participating contracting unit in the Joint Purchasing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
 12. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.

13. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
14. It is further agreed that upon notification by the Lead Agency that it is about to award a contract to a vendor on behalf of itself and participating agencies, each participating agency shall issue a purchase order and make payment in advance to the Lead Agency for its respective portion of the pending contract. The Lead Agency shall hold such advance payment in trust for the purpose for which it was made in accordance with *N.J.A.C. 5:34-7.14(d)6iii* and shall promptly return any unneeded portion.
15. This Agreement shall become effective on November 15, 2018 subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation.
16. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
17. This Agreement shall be binding upon and ensure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE LEAD AGENCY: City of Long Branch, NJ

BY: _____
John Pallone, Mayor

FOR THE PARTICIPATING UNIT:

BY: _____
(NAME AND TITLE)

R# 253-18

RESOLUTION INITIATIVES PROGRAM – OFFICE OF VOLUNTEERISM

WHEREAS, the City of Long Branch wishes to initiate an Office of Volunteerism; and

WHEREAS, the goal is to help promote volunteer opportunities for residents throughout the City of Long Branch in an effort to strengthen the City by connecting with families, neighbors and communities through this service; and

WHEREAS, potential goals are to assist our Senior Citizens, provide assistance to special needs citizens, provide a portal for nonprofits seeking volunteers, engage the entire community, provide food and clothing to those in need, animal services, help in areas such as Parks and Recreation, Police, Fire and Library to name a few; and

WHEREAS, the City of Long Branch is interested in people of all ages who would like to volunteer their time and talents to assist various City departments and/or programs; and

WHEREAS, the Council would also recognize volunteers at their Council meetings; and

NOW THEREFOR BE IT RESOLVED by the City Council of the City of Long Branch that they hereby initiate an Office of Volunteerism. Applications will be available on the City's website or at the City Clerk's Office, City Hall, 344 Broadway, Long Branch, NJ.

MOVED: Voost

SECOND: Vieira

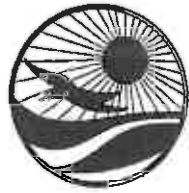
AYES: 4

NAYES: 0

ABSENT: 1 - Dangler

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, ANNE L. SANCHEZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
AS A TRUE, CORRECT, AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 11-15-18
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 16th DAY OF Nov, 2018
Anne L. Sanchez
MUNICIPAL CLERK, E.S.



Application for Volunteerism

If you are interested in serving your community, this is the place for you!

Please complete the below information and return to:

Kathy L. Schmelz, City Clerk
Long Branch City Hall
344 Broadway
Long Branch, NJ 07740
Or email kschmelz@longbranch.org

NAME: _____

ADDRESS: _____

EMAIL: _____

PHONE NUMBER: _____

WHAT IS YOUR AGE GROUP: ☐ 0-17 ☐ 18-29 ☐ 30-39 ☐ 40-54
☐ 55-69 ☐ 70+

ARE YOU A STUDENT: ☐ YES ☐ NO

VOLUNTEER ABILITY: ☐ One-time ☐ Weekly ☐ Monthly ☐ Year-Long

WHAT IS YOUR AREA OF EXPERTISE: _____

**RESOLUTION AWARDING CONTRACT FOR
LEASE/PURCHASE OF 2018 FORD EXPLORER FOR
ADMINISTRATION**

WHEREAS, the City has the need to lease/purchase a Ford 2018 Ford Explorer for Administration; and

WHEREAS, in accordance with NJAC 5:34-7.21, et seq., the City may award a contract without publicly advertising for bids when purchasing under any contract entered into by the Cranford Police Cooperative Pricing System; and

WHEREAS, the Cranford Police Cooperative System through a fair and open process, has awarded a contract for 36 month lease/purchase of a 2018 Ford Explorer Sedan (Contract # 65 MCESCCPS-ESCNJ17/18-21) from Beyer Dodge/Ford 31 Williams Parkway East Hanover, NJ for a cost **not to exceed \$29,422.58** in accordance with the documents annexed hereto, and it is the recommendation of the City Administrator that this vehicle will meet the Department needs, and that it is in the City's best interest to award a contract to this company for said vehicle; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this 36 month lease/purchase from the , **Appro. Line Item #8-01-052-399, in the amount of \$10,496.74**, with continuation of this contract contingent upon provision of additional funds by appropriation transfer, emergency appropriation and/or provision of adequate funds in the 2019 and future budgets

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that a contract be awarded to Beyer Dodge/Ford, for lease/purchase of 2018 Ford Explorer Sedan (Contract # 65 MCESCCPS-ESCNJ17/18-21) from Beyer/Ford Dodge 31 Williams Parkway East Hanover, NJ in accordance with the terms and conditions of Cranford Police Cooperative Pricing System (Contract # 65 MCESCCPS-ESCNJ17/18-21) for **a cost not to exceed \$29,422.58.**

BE IT FURTHER RESOLVED that, subsequent to execution of the contract documents by Beyer Dodge/Ford, the City Hereby approves assignment of the lease payments to Ford Credit as detailed in the Cranford Police Cooperative System proposal

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute any and all necessary document pursuant to said agreement.

OFFERED: Voogt
SECOND: Vieira
AYES: 4
NAYES: 0
ABSENT: 1 - Dangler
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHERER, MUNICIPAL CLERK OF THE
CITY OF LONG BRANCH, DO HEREBY CERTIFY THAT THE
TO BE A TRUE, COMPLETE AND CORRECT
RESOLUTION ADOPTED BY THE CITY COUNCIL
REGULAR MEETING HELD ON 11/15/18
IN WITNESS WHEREOF, I HAVE HEREBY
MY HAND AND AFFIXED THE OFFICIAL SEAL
CITY OF LONG BRANCH, MONMOUTH COUNTY
JERSEY THIS 16th DAY OF NOV 2018
Kathy L. Scherer
MUNICIPAL CLERK, N.J.

**CITY OF LONG BRANCH
OFFICE OF THE FINANCE DIRECTOR
344 BROADWAY
LONG BRANCH, NJ 07740**

CERTIFICATION OF CHIEF FINANCIAL OFFICER

As the Chief Financial Officer of the City of Long Branch, I certify that funds are available for award of the following contracts/agreements:

**THREE YEAR CONTRACT FOR LEASE PURCHASE
ADMIN 2018 FORD EXPLORER**

Said contract being made as follows:

FORD MOTOR CREDIT CO.INC. \$29,422.58

Said funds being available in the form of:

ADMIN # 8-01-052-399- \$10,496.74

*** CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON PROVISION
OF ADDITIONAL FUNDS BY APPROPRIATION TRANSFER, EMERGENCY
APPROPRIATION, AND PROVISION OF ADEQUATE FUNDS IN THE 2019
ADOPTED AND FUTURE BUDGETS.**



Michael Martin, Chief Financial Officer

10/4/18

Date

10/4/2018



BEYER FORD

170 Ridgedale Ave.
Morristown, NJ 07960

Quote

To:	From: Brooks Buxton
	Phone/Fax: (973) 319-7009 / (973) 884-2650
	Vehicle Beyer Fleet
	Pick Up 31 Williams Parkway
	Location East Hanover, NJ 07936

2018 FORD EXPLORER 4WD BASE

ESCNJ

CONTRACT #65MCESCCPS - ESCNJ 17/18-21

Engine: 3.5L Ti-VCT
Transmission: 6-Speed SelectShift Automatic
3.65 Axle Ratio
Electronic Transfer Case
Automatic Full-Time Four-Wheel Drive
58-Amp/Hr 650CCA Maintenance-Free Battery
175 Amp Alternator
Towing w/Trailer Sway Control
GVWR: 6,160 lbs
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
18.6 Gal. Fuel Tank
Quasi-Dual Stainless Steel Exhaust
Auto Locking Hubs
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS
Wheels: 18" Painted Aluminum
Tires: P245/60R18 AS BSW
Steel Spare Wheel
Compact Spare Tire Mounted Inside Under Cargo
Clearcoat Paint
Body-Colored Front Bumper
Body-Colored Rear Bumper
Black Bodyside Cladding
Black Side Windows Trim
Black Door Handles
Black Power Side Mirrors w/Convex Spotter
Fixed Rear Window w/Fixed Interval Wiper
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Front Windshield -inc: Sun Visor Strip
Galvanized Steel/Aluminum Panels
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included
Roof Rack Rails Only
Led Low Beam / Halogen Headlights
Headlamps w/Delay-Off
LED Brakelights
Advancetrac w/Roll Stability Control
Terrain Management System ABS

Radio w/Seek-Scan, Clock and Steering Wheel Controls
Radio: AM/FM Stereo w/Single-CD/MP3 Capable
Wireless Streaming
Integrated Roof Antenna
SYNC w/ Bluetooth Wireless Phone Connectivity
60-40 Folding Split-Bench Front Reclining Cloth Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant
Power Rear Windows and Fixed 3rd Row Windows
Fixed 50-50 Split-Bench Cloth 3rd Row Seat Front
Remote Keyless Entry w/Integrated Key Transmitter
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
Rear HVAC w/Separate Controls
HVAC -inc: Underseat Ducts, Auxiliary Rear Heater
Illuminated Locking Glove Box
Interior Trim -inc: Metal-Look Instrument Panel Insert
and Metal-Look Interior Accents
Full Cloth Headliner
Cloth Door Trim Insert
Leather/Chrome Gear Shift Knob
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Full Floor Console w/Covered Storage
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering -inc: Carpet Floor Mats
Driver / Passenger And Rear Door Bins
Power 1st Row Windows
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Dual Stage Driver/Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System 1st, 2nd & 3rd Row Airbags
Airbag Occupancy Sensor
Passenger Knee Airbag
Mykey System
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts
Back-Up Camera w/Washer
Side Impact Beams

Base Price \$ 27,932.33

10/4/2018

Options for Explorer

Class III Trailer Towing Package	\$	570.00
Front & Second Row Floor Liners	\$	120.00
Splash Guards	\$	205.00
Ford Cargo Mat	\$	100.00
ESC/NJ Discount (5% Off MSRP Factory Options)	\$	(49.75)
Customer Pick Up in EH	\$	

Option Total \$ 945.25

Budget Total \$ 28,877.58

Quote is good for 60 Days

Date: 10/4/2018



FORD CREDIT

Municipal Finance Department
1 American Road, MD 7500
Dearborn, Michigan 48126

October 04, 2018

Brooks Buxton
Beyer Ford
bbuxton@beyerfleet.com

RE: City of Long Branch, NJ, Quote #91946

Ford Credit Municipal Finance is pleased to present the following financing options for your review and consideration.

Quantity	Description	Price
1	2018 Ford Explorer 4WD	\$28,877.58

Total Amount Financed*	Number of	Payment Timing	APR	Payment Factor	Payment Amount
\$29,422.58	3	Annual in Advance	7.20%	0.356758	\$10,496.74

*\$545.00 underwriting fee included

EXPIRATION DATE: 12/03/2018

This quotation, until credit approved, is not a commitment by Ford Credit Municipal Finance. It has been prepared assuming that the lease qualifies for Federal Income Tax Exempt Status for Ford Credit Company LLC under Section 103 of the IRS Code. Financing is subject to credit review and approval of acceptable documentation by Ford Credit Municipal Finance.

Ford Credit Municipal Finance Program

- There is no security deposit, no prepayment penalty, and no mileage penalty.
- At inception, the new equipment title/registration indicates the municipality as Registered Owner, with Ford Motor Credit Company LLC as first lien holder.
- At term end, the municipality buys the equipment for \$1.

Thank you for allowing Ford Credit Municipal Finance the opportunity to provide this quotation. If you have any questions regarding the option presented, need additional options, or would like to proceed with the approval process, please contact me at (800) 241-4199, option 1.

Sincerely,

Aaron James Young

Aaron James Young
Marketing Coordinator
ayoun166@ford.com



We look forward to assisting you as we have other customers.

"I purchase Fords through Ford Credit as an easy alternative to conventional financing. Good product, good rate, easy process, great support staff." J.J. Randall – Frankfort Park District, IL 02/15/2016

Ford Motor Credit Company ("FMCC") is providing the information contained in this document for discussion purposes only in connection with a proposed arm's length commercial leasing transaction between you and FMCC. FMCC is acting for its own interest and has financial and other interests that differ from yours. FMCC is not acting as a municipal advisor or financial advisor to you, and has no fiduciary duty to you. The information provided in this document is not intended to be and should not be construed as "advice" within the meaning of Section 16B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC. FMCC is not recommending that you take an action and you should discuss any actions with your own advisors as you deem appropriate.

R# 255-18

**RESOLUTION AWARDING CONTRACT FOR
PURCHASE OF 2018 CHEVROLET TAHOE SSV 4WD FOR THE
POLICE DEPARTMENT**

WHEREAS, the City has the need to purchase a 2018 Chevrolet Tahoe SSV 4WD Sedan for use by its Police Department; and

WHEREAS, in accordance with NJAC 5:34-7.21, et seq., the City may award a contract without publicly advertising for bids when purchasing under any contract entered into by the Cranford Police Cooperative Pricing System; and

WHEREAS, the Cranford Police Cooperative System through a fair and open process, has awarded a contract for purchase of a 2018 Chevrolet Tahoe SSV 4WD Sedan (Contract # 47-CPCPS Item 1) from Mall Chevrolet 75 Haddonfield Road, Cherry Hill NJ 08002 for a cost **not to exceed \$37,250.00** in accordance with the documents annexed hereto, and it is the recommendation of the Police Chief that this vehicle will meet the Department needs, and that it is in the City's best interest to award a contract to this company for said Vehicle; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this purchase from the , **Appro. Line Item #8-01-450-716, in the amount of \$37,250.00.**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that a contract be awarded to Mall Chevrolet 75 Haddonfield Road, Cherry Hill NJ 08002 for purchase of 2018 Chevrolet Tahoe SSV 4WD Sedan (Contract # 47-CPCPS Item 1) in accordance with the terms and conditions of Cranford Police Cooperative Pricing System **for a cost not to exceed \$37,250.00.**

BE IT FURTHER RESOLVED that, subsequent to execution of the contract documents as detailed in the Cranford Police Cooperative System proposal.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute any and all necessary document pursuant to said agreement.

OFFERED: Voogt
SECOND: Vieira
AYES: 4
NAYES: 0
ABSENT: 1-Dangler
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KIM L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY AND CORROBORATE
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 11-15-18
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 16th DAY OF Nov 2018
Kim L. Schmeltz
Municipal Clerk, E.S.

**CITY OF LONG BRANCH
OFFICE OF THE FINANCE DIRECTOR
344 BROADWAY
LONG BRANCH, NJ 07740**

CERTIFICATION OF CHIEF FINANCIAL OFFICER

As the Chief Financial Officer of the City of Long Branch, I certify that funds are available for award of the following contracts/agreements:

CONTRACT FOR PURCHASE

POLICE 2018 CHEVROLET TAHOE SSV 4WD SEDAN

Said contract being made as follows:

MALL CHEVROLET INC. \$37,250.00

Said funds being available in the form of:

POLICE DIVISION # 8-01-450-716- \$37,250.00



Michael Martin, Chief Financial Officer

10/4/18

Date

MALL CHEVROLET

75 Haddonfield Road, Cherry Hill, NJ 08002

Direct: 856-449-9254 / Fax: 856-504-0108

fleetman13@gmail.com

Rick Di Renzo, Fleet Manager

INVOICE	73257
Date:	9/7/18

END USER		ADDRESS - CITY, STATE, ZIP:				
CITY OF LONG BRANCH		344 Broadway Long Branch, NJ 07740				
VEHICLE TYPE	2018 CHEVROLET TAHOE SSV 4WD					
SERIAL #	1GNSKFEC3JR375782					
	47-CPCPS					
Item	QTY	Part No.	Description	UM	Price	Total
	1	CK15706	2018 CHEVROLET TAHOE SSV 4WD			\$ 36,250.00
		L83/MYC	5.3L V8 FLEX FUEL-6 SPEED AUTOMATIC			
		9U3	CONSOLE DELETE			
		B58	VINYL FLOORING			
		K4B	HEAVY DUTY DUAL BATTERIES			
		NZZ	SKID PLATE			
		VK3	LICENSE PLATE BRACKET			
		KW7	170 AMP ALTERNATOR			
		AJ1	DEEP TINTED GLASS			
		UN9	RADIO SUPPRESSION PACKAGE			
		AG1	DRIVER SIDE SEAT ADJUSTER			
		AG2	PASSENGER SEAT ADJUSTER			
		ATD	THIRD ROW SEAT DELETE			
		UVC	REAR VISION CAMERA			
		UD7	REAR PARKING ASSIST			
		Z82	TRAILERING PACKAGE			
		FHS	FLEX FUEL CAPABLE			
		K34	CRUISE CONTROL/TILT WHEEL			
		V76	RECOVERY HOOKS			\$ 80.00
		7X6	SPOTLIGHT			\$ 495.00
		VAV	ALL WEATHER FLOOR MATS			\$ 125.00
		BTB	REMOTE START			\$ 300.00
			WHITE EXTERIOR			
						\$ 37,250.00

R 256-18

**RESOLUTION
APPROVAL PAYMENT OF BILLS**

WHEREAS, the City Council of the City of Long Branch have examined the bills and the vouchers therefore that are contained on the attached list.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch that the payment of bills set forth on the attached list are hereby approved.

MOVED: Voogt
SECONDED: Vieira

AYES: 4

NAYES: 0

ABSENT: 1-Dangler

ABSTAIN: 0

State of New Jersey
County of Monmouth
City of Long Branch

I, Kathy L. Schmelz, City Clerk of the City of Long Branch do hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council at a Regular Meeting held on Nov. 15, 2018

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Long Branch, Monmouth County, New Jersey this 16th day of NOV, 2017

Kathy L. Schmelz
Kathy L. Schmelz, City Clerk

Notice is hereby given that the following bills will be submitted for payment approval as of November 15, 2018. The original bills are on file in the Office of the Director of Finance of the City of Long Beach between the hours of 8:30 A.M. and 4:30 P.M. Monday through Friday.

* DENOTES PREPAY

**** SUBJECT TO COMPLETION OF PAYMENT PACKAGE**

Fire & Safety Services Ltd.
 Firefighter One
 First Priority Emergency Vehicles Inc.
 Policy Incorporated
 FRA Technologies
 Freehold Dodge, Inc.
 G.F.O.A. of New Jersey
 Gannett Satellite Information Network Inc.
 Garden State Highway Products Inc
 General Code Publishers
 Genuine Parts Company
 Grace Marmore & Associates, LLP
 Greater Long Branch NAACP
 Harter Equipment Inc.
 Hilsen Pest Control LLC
 Home Depot Credit Services
 HRDirect
 IACP
 Ilumaska Kusirow
 Imperial Bag & Paper Co. LLC
 Institute for Professional Development
 J Ford Electric
 Janna Printing
 Jersey Central Power & Light
 Jersey Elevator Co. Inc.
 Jersey Shore Powersports
 John's Auto & Truck Repair
 Joseph Fazio - Wall, LLC
 Ken Walls
 Kerpel Water
 Kimball Midwest
 King Luminaire
 Komica Minoita
 Komica Minoita Business Solutions USA
 Language Services Associates Interpretalk
 Lawmen Supply Co of NJ
 Lawson Products, Inc.
 Lewis Nexia Risk Solutions
 LHR Technologies
 Long Branch Municipal Court
 Long Branch Youth Football & Cheer
 Loro Petroleum
 Lukoil
 Maryann Carbe
 Max Grafik LLC
 Mezza Recycling Services
 Michael A. Vespasiano, Attorney
 Mid-Atlantic Fire & Air
 Modular Space Corporation
 Monmouth County Board of Health

* DENOTES PREPAY

Food: Halloween Party - Senior Affairs	127.69
Various Fire Truck Repairs - Fire	1,379.38
NRS Workboot Wetshoe - Fire	94.95
Cabinet Assembly for 2018 F250 Crew Cab Pick Up - Fire	8,050.00
Miscellaneous Vehicle Parts & Repairs - Public Works	4,366.87
Computer Software: MACs and MILs - Health - 12/1/18 - 11/30/19	1,300.00
Miscellaneous Vehicle Parts, Supplies & Repair - Public Works	1,868.34
2018 Fall Conference Registration - Comptroller's Office/Finance	700.00
Legal Ads - City Clerk's Office - September 2018	668.65
Asphalt Repair Material - Public Works	727.25
Supplement No. 64 - Update to Ecode 360 - City Clerk's Office	955.36
Miscellaneous Parts - Public Works	104.71
Professional Services - Labor Attorney - September - October 2018	1,350.00
Annual Freedom Fund Luncheon - Recreation - 11/3/18	540.00
Miscellaneous Parts - Public Works	33.31
Pest Control - Health - October - November 2018	1,560.00
Supplies, Materials, Tools & Folding Tables - Various Departments	1,978.71
Attendance Calendar Kit - Public Works	130.12
2018 Conference - Police	370.00
Tal Chi Instructor - Senior Affairs - October 2018	140.00
Janitorial Supplies - Public Works	1,253.55
Budget Workshop, Pension Workshop & Course: Basic Fours of Tax Collection - Various Departments	625.00
Service Calls - Bath & Second - Traffic	5,864.00
Rabies Vaccination Clinic - 3 Year Protection Poster & Business Cards - Health & Administration	111.00
Utilities - Electric - August - June - October 2018	49,349.26
Elevator Maintenance - City Hall Building - September - October 2018	1,158.15
Miscellaneous Part - Beach ATV - Public Works	102.95
Towing Service - Public Works	250.00
Flatbars for Snow Plows - Public Works	326.90
Lead Inspector Services - Health Dept - July - September 2018	2,760.00
Monthly Cooler Rental - Administration - September 2018	10.00
Cutters - Public Works	257.99
Replacement 24' Banner Arm - Public Works	387.00
Copier Maintenance Agreement - 3rd Quarter 2018	907.50
Copier & Maintenance Agreement - Various Departments - September 2018	8,442.06
Telephonic Interpretation - Municipal Court	14.70
Guardian Outer Carriers & Vests - Police	5,557.00
Wires/Connectors - Police	890.69
2018 Accurant License - Police - September 2018	50.00
Miscellaneous Equipment - Public Works	2,716.96
Reimbursement: Credit Card Fees - September 2018	189.47
Reimbursement: Long Branch ATP - Recreation	3,500.00
Drum Disposal & Oil Filter Removal - Public Works	227.00
Gasoline for Police Motorcycles - Police - September 2018	18.16
Instructor: Craftroom - Senior Affairs - October 2018	150.00
Decal Bottle/Rescue Helmut - Fire	36.93
Comingled Recycling - Public Works - September 2018	3,633.98
Refund - Overpayment of Taxes - Resolution #236-18	443.12
Air Sample: Fire Headquarters - Fire	195.00
Office Rental for Beach Office & Return - Public Works - September - October 2018	514.85
T.B. Control Clinic with MCHD & Monthly Medication Dispensing & Nurse Visit - Health	140.00

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Monmouth County Board of Taxation
 Monmouth County Police Academy
 Monmouth County Treasurer, Finance Department
 Moore Medical
 Motorola Solutions, Inc.
 Mr. Driveshaft
 Mr. John
 Municipal Information Systems
 NEC Corp. of America
 New Jersey American Water Co.
 New Jersey Natural Gas
 NJ Planning Officials
 Party Pair
 Patrice R. Antonucci
 Patricia Megill
 Perry's Trophy Co.
 Pinepoint LLC
 Provantage LLC
 Quality Rebuilders
 Red the Uniform Tailor
 Republic Services of NJ, LLC
 Rutgers University
 Safe & Vault Store
 Safelite Fulfillment Inc.
 Saker Shoprites, Inc.
 Santa Cruz Gunlocks LLC
 Schwartz & Schwartz, Attorney
 Seaboard Fire & Safety
 Seaboard Welding Supply Inc.
 Semcore II Rental Center
 Service Tire Truck Center Inc.
 SHI International Corp.
 Shoreline Harley-Davidson
 Sickles Market LLC
 Slip's Paint & Hardware
 Stacy A. Wade
 State Line Fire & Safety Inc.
 Stavola Asphalt Company, Inc.
 Stavola Contracting Co. Inc.
 Susan Catapano-Moore
 Susan Lang
 Synchrony Bank
 Tasc Fire Apparatus Inc.
 The Transzonic Companies, Inc.
 Training Unlimited, LLC
 Treasurer, State of New Jersey, Dept. of Environmental Protection
 Tuzolo's
 United Parcel Service
 Untangle Inc.
 Up-the Pasteniers Inc.
 Verizon Wireless

* DENOTES PREPAY

2018 Records Access Fee - Tax Assessor's Office	3,583.90
Course: Rapid Response to Active Shooter & Methods of Instruction - Police	200.00
Recycling/Solid Waste Disposal Fees - September 2018	90,067.36
First Aid Kits & Supplies - Police	1,325.06
APX 8000 Radios - Police	15,675.40
Miscellaneous Supplies - Public Works	51.60
Portable Restroom Rental - Various Departments - September 2018	971.22
2019 Annual Maintenance/Support/Licensing Contract - Long Branch & West Long Branch - Health	3,375.00
Phone System Rental - October 2018	3,132.23
Utilities - Water - September - October 2018	4,352.51
Utilities - Gas - September - October 2018	1,732.76
Various Courses & Member Dues - Planning Board & City Council	1,036.00
Party Goods/Decorations for Halloween Party - Senior Affairs	414.45
Mileage Reimbursement: Budget Workshop & G.F.O.A. Conference - Comptroller's Office	114.72
Zumba Gold Class Instructor - Senior Affairs - 10/16/18	35.00
Nameplates - Planning Board & City Clerk's Office	45.00
ACA Reporting Fees - Comptroller's Office - July - September 2018	2,081.50
Computer Equipment & Supplies - Police & Fire Prevention	9,695.00
Rebuild Starters & Alternator - Public Works	620.00
Uniforms - Police	4,427.10
Bulky Waste Disposal - September - October 2018	13,194.48
Various Courses - Planning Board, Public Works & Comptroller's Office	Pmt #22
Safe & Inner Steel Liner - Beaches/Traffic Control	1,730.00
Install Front Windshield - Public Works	2,848.00
Food: Various Events - Senior Affairs	267.97
Fixed Universal Gun Rack - Police	1,437.54
Retired - Overpayment of Taxes - Resolution #236-18	2,395.00
Kitchen Suppressions, Hydro-Static Testing - Various Departments	1,734.02
Compressed Oxygen, Acetylene, Propane, Cylinders & Haz Mat Charge - Municipal Garage	888.50
Submersible Pumps - City Hall Building	753.92
Re-Tread Tyres - Public Works	961.72
Sound Bar Speakers - Police	1,431.00
Repair to Police Motorcycle - Public Works	104.00
Food: Various Events - Senior Affairs	646.19
Miscellaneous Supplies, Materials & Tools - Public Works	972.48
Instructor: Yoga Classes - Senior Affairs - October 2018	777.03
Crash Recovery System - Fire	200.00
I-5 State Mix Concrete - Public Works	295.00
Incoming Concrete - Public Works	12,375.54
Reimbursement: 2018 Floodplain Management Training - Police	377.74
Instruction: Sculpt/Conditioning Master Classes - Senior Affairs - October 2018	311.65
Miscellaneous Office Supplies - Comptroller's Office & Police	195.00
Annual Hurst Preventative Maintenance Service for Equipment - Fire	736.40
Coveralls - Public Works	3,200.00
Various Courses - Administration & City Clerk's Office	235.26
Underground Storage Tanks Program Registration & Tideland Processing & License Fee - Public Works	783.00
Chef Demo and Ingredients - Senior Affairs	250.00
Various Shipments - Various Departments	150.00
NG Firewall Education Complete Renewal - Police	166.70
Hardware - Public Works & Recreation	1,080.00
Utilities - Wireless Service - October 2018	120.80
	3,564.16

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Visiting Nurses Association of Central Jersey
W E Thummen Co. Inc.
W.B. Mason Co. Inc.
Wellspring Inc.
Windstream
WM Recycle America

TOTAL CURRENT

Case Management Lead Exposure Testing - Health - May - August 2018
Dirt Shoes - Public Works
Miscellaneous Office Supplies & Furniture - Various Departments
Course: The Opiate Epidemic - Human Services
Utilities - Phone Services - October 2018
Recycling - Public Works - August 2018

1,300.00
546.47
7,160.14
66.00
2,220.45
18,570.15

2,823,875.26

Deere & Company
Mark Woszczak Mechanical Contractors Inc.
SHI International Corp.

TOTAL CAPITAL

John Deere 6135E Cab Tractor
Emergency Drainage Repairs - Various Long Branch Sites
Amazon Web Services - October 2018

55,777.90
15,625.00
9.55 Pmt. #13

71,412.45

Animal Care Equipment & Service LLC
City of Long Branch Clearing Account
City of Long Branch Clearing Account
City of Long Branch Clearing Account
City of Long Branch Payroll Agency Account
City of Long Branch Payroll Agency Account
Verizon Wireless

Miscellaneous Tools & Supplies - Health
To Reimburse Clearing Account
To Reimburse Clearing Account
To Reimburse Clearing Account - Payroll 10/19/18
Fica/Medicare: 10/19/18
Payroll - 10/19/18
Utilities - Wireless Service - October 2018

585.39
152.70
3,746.16
5,443.64
368.71
5,074.93
152.70

TOTAL ANIMAL CONTROL

15,624.23

Caregiver Volunteers of Central Jersey
City of Long Branch Clearing Account
City of Long Branch Clearing Account
City of Long Branch Payroll Agency Account
City of Long Branch Payroll Agency Account
Cooper Electric Supply
D.W. Smith Associates
Game Time (MRC)
Home Depot Credit Services
Mark William Davis
Michael-Ann Howley
Mr. John
New Jersey Repertory Company
Pickleballcentral.com
Stellar Design Corp
W.B. Mason Co. Inc.
W.W. Grainger Inc.

Donation: Computer/Printer - Community Development
To Reimburse Clearing Account
To Reimburse Clearing Account - Payroll 10/19/18
Fica/Medicare:10/19/18
Payroll - 10/19/18
Electrical Materials - Public Works
Professional Services - CDBG Park Improvements Project - September 2018
Playground Repair/Replacement: Branchport Park - Community Development
Flowers/Materials for Jackson Woods - Community Development
CDBG Community Gardens Project - Weeks ending 9/28 - 10/31/18
Instructor: Art Classes - Community Development - October 2018
Portable Restroom Rental - Community Development - September 2018
Reimbursement: Permanent Signage at West End Avenue - Community Development
Pickleball Nets for Court at Manahasset Creek Park - Community Development
T-Shirts: Walking Club - Manahasset Creek Park - Community Development
Miscellaneous Office Supplies & Furniture - Community Development
Supplies for Holiday Decorations - Community Development

2,000.00
988.43
6,161.85
447.41
5,714.44
48.80
2,850.00 Pmt. #1
2,213.22
1,257.33
1,380.00 Pmt. #5
100.00
387.70
550.00
799.96
722.00
122.01
614.54

TOTAL HUD

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

26,357.69

*	200.00
*	103,500.00
*	23,426.22
*	32,520.93
*	86,658.70
*	88,740.01
*	1,230.01
*	31,290.92
*	500.00
*	200.00
*	100.00
*	1,200.00
*	300.00
*	1,743.38
*	500.97
*	305.01
*	15,942.49
*	1,050.00
*	88,000.00
*	26.22
*	23,040.34
*	25,100.00
*	600.00
*	400.00
*	1,200.00
*	40.01

526,815.21

44 SUBJECT TO COMPLETION OF PAYMENT PACKAGE