

RESOLUTIONS ADOPTED BY CITY COUNCIL 4-10-18

R56-18 RESOLUTION ADOPTION 2018 MUNICIPAL BUDGET

R57-18 RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO ENTER INTO AN AGREEMENT WITH NEW JERSEY TRANSIT CORPORATION FOR THE NEW JERSEY TRANSIT'S 2018 SUMMER SERVICES PROMOTION

R58-18 RESOLUTION AUTHORIZING CONTRACTS FOR MUSICAL PERFORMANCES FOR CONCERT SERIES 2018

R59-18 RESOLUTION TERMINATING RESOLUTION 25-18 AUTHORIZING THE SALE AT AUCTION OF CITY OWNED PROPERTY LOCATED AT 611 MORFORD AVENUE BLOCK 240 LOT 15 FOR A MINIMUM BID AMOUNT OF \$93,600

R60-18 RESOLUTION AUTHORIZING THE SALE OF LOT 41 IN BLOCK 228 PURSUANT TO NJSA 40A:12-13(A)

R61-18 RESOLUTION AUTHORIZING THE CLERK OF THE CITY OF LONG BRANCH AND THE CITY ATTORNEY TO SELL PURSUANT TO NJSA 40A:12-13(5) BLOCK 222, LOT 38, COMMONLY KNOWN AS 213 THIRD AVENUE REAR

R62-18 RESOLUTION AUTHORIZING THE SUBMISSION BY LONG BRANCH PARTNERS, LLC TO THE PLANNING BOARD FOR ITS INDEPENDENT REVIEW PURSUANT TO
NJSA 40A:12A-13

R63-18 RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO SERVICE HARBOR MANSION BEACH FOR THE 2018 SEASON

R64-18 RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO SERVICE THE VILLAS BEACH FOR THE 2018 SEASON

R65-18 RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO SERVICE THE OCEAN COVE BEACH FOR THE 2018 SEASON

R66-18 RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO SERVICE THE OCEAN PLACE HOTEL BEACH FOR THE 2018 SEASON

R67-18 RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO SERVICE RENAISSANCE CONDOMINIUMS BEACH FOR THE 2018 SEASON

R68-18 RESOLUTION AWARDING CONTRACT FOR PURCHASE OF A RUBBER ALL-WEATHER SURFACE FOR BRANCHPORT AND ATLANTIC PARKS

R69-18 RESOLUTION APPROVAL PAYMENT OF BILLS

(Only to be included in the Budget as Finally Adopted)

Be It Resolved by the Long Branch _____ of Long Branch _____, County of Monmouth _____ that the budget hereinbefore set forth is hereby adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of:

(a) \$	37,705,984.00	(item 2 below) for municipal purposes, and
(b) \$	0.00	(item 3 below) for school purposes in Type I School Districts only (N.J.S. 18A:9-2) to be raised by taxation and,
(c) \$	0.00	(item 4 below) to be added to the certificate of amount to be raised by taxation for local school purposes in Type II School Districts only (N.J.S. 18A:9-3) and certification to the County Board of Taxation of the following summary of general revenues and appropriations.

(d) \$ 0.00 (Sheet 43) Open Space, Recreation, Farmland and Historic Preservation Trust Fund Levy

(e)\$ 1,621,210.33 (Item 5 below) Minimum Library Levy

RECORDED VOTE (Insert last name)	Ayes	Nays	Abstained	None	
Bastelli	{	{	{	None	
Billings					
Celli					
Pallone					
Giranne					None

1. General Revenues

Surplus Anticipated			08-100	\$	3,794,797.35
Miscellaneous Revenues Anticipated			13-099	\$	12,914,869.00
Receipts from Delinquent Taxes			15-499	\$	1,366,616.55
2. AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURPOSES (Item 6(a), Sheet 11)			07-190	\$	37,705,884.00
3. AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY:					
Item 6, Sheet 42		07-195	\$	0.00	
Item 6(b), sheet 11 (N.J.S. 40A:4-14)		07-191	\$	0.00	
Total Amount to be Raised by Taxation for Schools in Type I School Districts Only					0.00
4. To Be Added to THE CERTIFICATE FOR AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE II SCHOOL DISTRICTS ONLY:					
Item 6(b), Sheet 11 (N.J.S. 40A:4-14)			07-191	\$	0.00
5. AMOUNT TO BE RAISED BY TAXATION MINIMUM LIBRARY LEVY			07-192		1,621,210.33
Total Revenues			13-299	\$	57,403,377.23

R# 57-18

**RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO ENTER
INTO AN AGREEMENT WITH NEW JERSEY TRANSIT CORPORATION
FOR THE NEW JERSEY TRANSIT'S 2018 SUMMER SERVICES PROMOTION**

WHEREAS, New Jersey Transit participates with municipalities each year in the summer services promotion; and

WHEREAS, an agreement is hereby necessary between the New Jersey Transit Corporation and the City of Long Branch to enable the City of Long Branch to participate in New Jersey Transit's 2018 Summer Services Promotion; and

WHEREAS, the summer services promotion is fully described in a letter agreement dated March 1, 2017, which includes a round trip train transportation and a special beach package. The participant, the City of Long Branch agrees to an adult admission fee of \$3.50 for individuals age 14 or over to participate in this program; the balance of the program is detailed in the March 1, 2018 agreement attached hereto and made part of this resolution; and

WHEREAS, the City of Long Branch has been asked to execute a copy of the March 1, 2018 correspondence of the New Jersey Transit, as an agreement, which the City of Long Branch believes that it is in the best interest of citizens of the City of Long Branch; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch that the Mayor of the City of Long Branch be and the same is hereby authorized to execute the attached agreement with New Jersey Transit for the New Jersey Transit's 2018 Summer Services Promotion.

MOVED: *Sirianni*
SECONDED: *Bellings*

AYES: 5
NAYES: 0
ABSENT: 0
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 4-18-18
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 18th DAY OF April, 2018
Kathy L. Schmeltz

Philip D. Murphy, Governor
Sheila Y. Oliver, Lieutenant Governor
Diane Gutierrez-Scaccetti, Acting Commissioner
Kevin S. Corbett, Executive Director

NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105-2246
973-491-7000

March 1, 2018

Honorable Adam Schneider
Mayor, City of Long Branch
344 Broadway
Long Branch, NJ 07740

Long Branch
Beach Package
Agreement #18-22

Dear Mayor Schneider:

This letter will serve as an agreement between New Jersey Transit Corporation ("NJ TRANSIT") and Long Branch with regard to NJ TRANSIT's 2018 Beach Services Promotion (the "Beach Package"). This special admission Beach Package will include round-trip rail transportation and a special beach admission ticket. The Beach Package will be valid on Saturday, May 26 through Monday, September 3, 2018 (the "Partnership Period"). This Agreement is made for good and valuable consideration and is subject to the following terms of conditions.

EXHIBIT A, "GLOSSARY OF TERMS" attached hereto and incorporated herein, defines the terminology found within the Agreement. Words in bold indicate the first use of the defined terms within the Agreement.

NJ TRANSIT:

- Agrees to offer the Beach Package to NJ TRANSIT customers and employees, which includes round-trip rail transportation and a special beach admission ticket for the Partnership Period.
- Agrees to sell the Beach Package at all NJ TRANSIT rail stations and ticket vending machines for the Partnership Period, excluding Atlantic City Rail Line and Metro-North stations.
- Create and post a **Deals & Discounts** button located on the Deals & Discounts page at njtransit.com. Customers that click on the button will link to the Summer Services 2018 promotional page at njtransit.com where information pertaining to the Beach Package will reside during the Partnership Period.
- Create and post a promotional page on **@Transit**, NJ TRANSIT's Employee Intranet so employees can review the Beach Package offered during the Partnership Period.

- Draft a **10-second message** to be aired on the NJ TRANSIT Transit Information Center on-hold line (973-275-5555) on a rotating basis, promoting Long Branch and the Beach Package during the Partnership Period. Customers to hear the 10-second message a maximum of one time per call, depending on the length of the script and where the script begins when the customer is placed on hold by NJ TRANSIT's Transit Information Center.
- Include an article in NJ TRANSIT's **FYI Publication** listing Long Branch and the Beach Package. The FYI Publication is placed on light rail and rail vehicle seats and in bus timetable holders systemwide amounting to a distribution of approximately 125,000 pieces in the late May/June Issue of FYI.
- Tweet the Beach Package promotion to NJ TRANSIT followers on Twitter one (1) time during the Partnership Period. NJ TRANSIT has approximately 68,508 Facebook fans and 215,104 Twitter followers at the time of this Agreement.
- Include Long Branch and the Beach Package on **NJTV** (NJ TRANSIT's in-house television monitors for employee news) located at NJ TRANSIT's Newark Headquarters, Maplewood's General Office Building, the Ferry Street Employee Training Center, and Howell, Wayne, Orange, Big Tree, Fairview, Greenville, Hamilton, Ironbound, Meadowlands, Oradell, Egg Harbor, Washington Township, and Walter Rand bus garages. The promotional message appears once every four minutes for approximately one week. NJ TRANSIT to design the slide for NJTV.
- Include Long Branch and the Beach Package information within the NJ TRANSIT Summer Services 2018 campaign, which will include, but will not be limited to **eblasts**, Internet ads and print materials such as panel cards, interior bus and light rail posters and exterior bus posters. Quantities and ad rotation schedules to be determined, but will be at the sole discretion of NJ TRANSIT.
- Verify each Long Branch Beach Package ticket submitted by Long Branch and reimburse Long Branch at the rate of three dollars and fifty cents (\$3.50) for each whole, verified Long Branch ticket received with the invoice, redeemed by NJ TRANSIT customers during the Partnership Period.

LONG BRANCH:

- Agrees to offer a three dollar and fifty cents (\$3.50) adult admission fee for individuals 18 to 61 years old for the 2018 beach season when they present the ticket obtained by purchasing the Beach Package from rail ticket agents or ticket vending machines. Customers will be advised to check with Long Branch regarding other admission rates and related policies.
- Provide NJ TRANSIT with Long Branch logo in jpeg format so that NJ TRANSIT can create the Deals & Discounts and @Transit pages.

- Agrees to post NJ TRANSIT logo and service information to Long Branch on visitlongbranch.com with a hyperlink to njtransit.com.
- Agrees to submit the collected Long Branch tickets together with an invoice to NJ TRANSIT, Marketing & Business Development – Janet Clark, Acting Senior Director, Marketing & Business Development located at One Penn Plaza East, Newark, NJ 07105-2246 for reimbursement of three dollars and fifty cents (\$3.50) per ticket by NJ TRANSIT at the end of the Partnership Period. Long Branch will only be reimbursed for the number of valid 2018 tickets received by NJ TRANSIT.

Additional Terms & Conditions:

1. Upon any breach of this Agreement by Long Branch, or any failure by Long Branch to satisfy and strictly comply with the terms and conditions of this Agreement, NJ TRANSIT will automatically and immediately have the right to terminate this Agreement without prior notice to Long Branch.
2. NJ TRANSIT may terminate this Agreement without any liability to Long Branch without cause and for convenience upon thirty (30) days written notice to Long Branch.
3. Long Branch shall indemnify, keep and save harmless the State of New Jersey and NJ TRANSIT, their subsidiaries, successors, assigns, agents, employees, servants and officials, and each and every one of them, against all claims, just or unjust, made against the State of New Jersey, NJ TRANSIT, or Long Branch, their subsidiaries, successors, assigns, agents, employees, servants or officials on account of injuries, death, losses of any kind whatsoever, damages, suits, liabilities, judgments, claims for infringement of patent, trademark or copyright, and all costs and expenses which may in any way accrue against the State of New Jersey, NJ TRANSIT, their subsidiaries, successors, assigns, agents, employees, servants, and officials in consequence of the entering into this Agreement or which may in any way result therefrom, and whether or not it shall be alleged or determined that the cause thereof was the negligence, acts or omissions of the State of New Jersey, NJ TRANSIT, or Long Branch, its subsidiaries, successors, assigns, agents, employees, servants and officials, or of other persons. Further, Long Branch shall appear, defend and pay, at its own expense, all costs, including counsel fees, arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the State of New Jersey, NJ TRANSIT, their subsidiaries, successors, assigns, agents, employees, servants and officials, in any such action, Long Branch shall, at its own expense, satisfy and discharge the same.
4. Long Branch agrees to hold NJ TRANSIT harmless from any and all suits, claims, demands and damages of any kind or nature arising out of Long Branch's

involvement in this Agreement. This obligation is subject to the New Jersey Tort and Contractual Liabilities Act.

5. No advertisements or promotional materials provided by NJ TRANSIT shall be modified, abbreviated, altered or amended, nor shall any derivative works be created, without the express written consent of NJ TRANSIT in each instance. All such advertisements and promotional materials, as well as trade names, trademarks, logos, slogans and all other intellectual property of NJ TRANSIT shall be and remain the sole property of NJ TRANSIT and shall not be modified, altered, edited, published, displayed or incorporated into any other works by Long Branch or any of its agents, employees, licensees or contractors, except as expressly authorized and approved in writing by NJ TRANSIT.
6. NJ TRANSIT shall not be responsible for Long Branch's failure to honor its advertised discount.
7. This Agreement may not be assigned or transferred without the prior written consent of NJ TRANSIT.
8. The purpose of this Agreement is to promote the availability of Beach Packages at Long Branch to NJ TRANSIT customers and employees. Long Branch is responsible for any content generated by Long Branch related to these packages and should include NJ TRANSIT's logo and url (NJ TRANSIT must always appear in capital letters except when noting the website, njtransit.com) when doing so. NJ TRANSIT to review and approve all components prior to production and execution.
9. NJ TRANSIT and Long Branch are responsible to ensure that their respective obligations are met and executed prior to the end of the Agreement Term.
10. This contract embodies the entire agreement between the parties. If any provision is held to be invalid, it shall be considered deleted and shall not invalidate the remaining provisions.
11. No term of the Agreement may be changed without the prior written consent of both parties.
12. This Agreement shall be construed in accordance with the laws of the State of New Jersey.
13. NJ TRANSIT and Long Branch agree that the individuals executing this Agreement have the authority to legally bind the respective parties.

If you are in agreement with all of the above terms, please indicate your concurrence by signing below and returning the agreement to my attention. I will send a fully executed

copy back to you. We look forward to making this a successful and mutually rewarding promotion.

Janet Clark
Acting Senior Director,
Marketing & Business Development
jclark@njtransit.com
(973) 491-7157

Agreed to on the _____ day of _____, 2018.

NEW JERSEY TRANSIT CORPORATION LONG BRANCH

By: _____
Anthony Grieco Date
Acting Assistant Executive Director
Communications & Customer Service

By: _____
Honorable Adam Schneider Date
Mayor, City of Long Branch

This agreement has been approved as to form

Gurbir S. Grewal
ATTORNEY GENERAL OF NEW JERSEY

By:  3/1/18
Deputy Attorney General Date

EXHIBIT A

GLOSSARY OF TERMS

- **DEALS & DISCOUNTS:** Discounts offered exclusively to NJ TRANSIT customers and accessible on the Deals & Discounts page located on njtransit.com.
- **@TRANSIT:** The name given to the NJ TRANSIT employee Intranet site where discounts are accessible exclusively to NJ TRANSIT employees.
- **10-SECOND MESSAGE:** Approximate length of a pre-recorded, on-hold promotional message for NJ TRANSIT customers while they are waiting for transit information on our (973) 275-5555 information line. NJ TRANSIT customers listen to messages while waiting to be assisted by a NJ TRANSIT representative.
- **FYI PUBLICATION:** NJ TRANSIT customer newsletter distributed systemwide to all rail, bus and light rail customers on a bi-monthly basis. Copies of FYI are placed on light rail and rail equipment seats and in bus timetable holders systemwide amounting to a distribution of approximately 125,000 pieces.
- **NJTV:** NJ TRANSIT's in-house television monitors for employee news and promotional information located at NJ TRANSIT's Newark Headquarters, Maplewood's General Office Building, the Ferry Street Employee Training Center, and Howell, Wayne, Orange, Big Tree, Fairview, Greenville, Hamilton, Ironbound, Meadowlands, Oradell, Egg Harbor, Washington Township, and Walter Rand bus garages.
- **Eblasts:** A promotional message sent electronically via email to NJ TRANSIT customers.

Philip D. Murphy, Governor
Sheila Y. Oliver, Lieutenant Governor
Diane Gutierrez-Scaccetti, Acting Commissioner
Kevin S. Corbett, Executive Director

NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105-2246
973-491-7000

March 1, 2018

Honorable Adam Schneider
Mayor, City of Long Branch
344 Broadway
Long Branch, NJ 07740

Dear Mayor Schneider,

Enclosed is the NJ TRANSIT-Long Branch beach package agreement for your signature. It is similar to last year's agreement and includes various ways NJ TRANSIT will promote beach packages during 2018.

As part of this partnership, Long Branch will be featured in multiple promotional materials, including:

- Radio ads
- Posters
- Brochures/panel cards
- Digital displays
- Internet and mobile ads
- Magazine ads
- E-blasts
- FYI customer newsletters
- Ticket vending machine welcome screens
- Website summer landing page
- Deals and Discounts page on njtransit.com
- Social media messages
- On-hold messages
- EnRoute employee newsletter
- NJTV monitors at major employee locations
- Other promotional venues still TBD

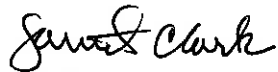
Once the agreement is signed, please return it to me at:

Janet Clark
Marketing & Business Development
NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105

At the end of the season, valid 2018 beach package tickets collected by Long Branch should be sent to me along with an invoice for reimbursement of \$3.50 per valid ticket.

We look forward to working with you and Long Branch again this year to promote tourism to your beautiful community.

Sincerely,

A handwritten signature in black ink that reads "Janet Clark". The signature is fluid and cursive, with the first name "Janet" and last name "Clark" clearly distinguishable.

Janet Clark
Sr. Director, Marketing & Business Development (Acting)
NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105
jclark@njtransit.com
973-491-7157

Enclosure

**RESOLUTION AUTHORIZING CONTRACTS
FOR MUSICAL PERFORMANCES
FOR CONCERT SERIES 2018**

WHEREAS, the City of Long Branch wishes to procure the services of a sound company and various bands to provide musical performances for the Summer Concert Series for 2018; and

WHEREAS, in accordance with N.J.S.A. 40A:11-5(1) (a) (i), the City may award a contract for professional services, including services of a creative and artistic nature, without publicly advertising for bids; and

WHEREAS, the City's Office of Community Development staff has negotiated with various bands to provide entertainment, and it is the recommendation of the Program/Special Events Coordinator, and the Director of Urban Coordinating Council that it is in the City's best interest to enter into contracts as detailed below; 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 these contracts in the, **Appropriation #8-01-012-801 in the amount of \$15,500.**

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes contracts as follows:

Gidalthi Guillen, for a performance by Xol Azul Band, for a sum not to exceed \$1,000

Edwin Muniz, for a performance by Swing Sabroso, for a sum not to exceed \$1,600.

Tito Puente Entertainment, for a performance by Tito Puente Jr for a sum not to exceed \$2,000.

Peter Eshelman, for performance by Zydeco Go-Go for a sum not to exceed \$1,800.

David Cedeno for performance by **David Cedeno** for a sum not to exceed \$1,700.

Marea Green for performance by Maria Wilson Band, for a sum not to exceed \$1,200.

Raymond Associates, for performance by Stone Flower, for a sum not to exceed \$1,200.

International Fireworks, for performance by Long Branch Concerts, for a sum not to exceed \$5,000.

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

BE IT FURTHER RESOLVED that the Chief Financial Officer is hereby authorized to take the necessary action to provide payment to the artists/agents on the night of the performance in accordance with the terms of the contracts.

OFFERED: Sitanni
SECOND: Bellings
AYES: 5
NAYES: 0
ABSENT: 0
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 7-10-18
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 14th DAY OF August, 2018

Kathy L. Schmell

**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:

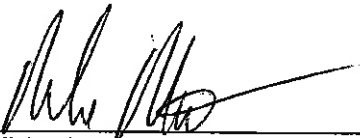
**RESOLUTION AUTHORIZING CONTRACTS FOR MUSICAL
PERFORMANCES 2018 BAND SHELL**

Said contract being made as follows:

**SEE RESOLUTION LISTING IN DETAIL SPECIFIC VENDOR CONTRACTS
FOR EVENTSTHAT TOTAL \$15,500.00**

Said funds being available in the form of:

#8-01-012-801 \$15,500.00



Michael Martin, Chief Financial Officer

3/26/18
Date



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 2, 2018, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and Xof Azul Band, (hereinafter referred to as "ARTIST"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: Broadway Band Shell

VENUE ADDRESS: Broadway and 3rd Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: Gee Guillen
560 2nd Avenue, Long Branch, NJ 07740

CONTACT PHONE #: 732-513-0313

DATE: July 10, 2018
Rain or shine

TIME: 7 PM to 8:30 PM

COMPENSATION: \$1,000 (Payable Day of Performance)
Check payable to:
Gidalti Guillen

PRODUCTION: Tuesdays on Broadway
Band will provide sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

XOL AZUL BAND

By:

Purchaser Representative

By: GIDALTI GUILLEN

Artist Representative

Digitally signed by GIDALTI GUILLEN
DN: cn=GIDALTI GUILLEN, o=NL,
email=gidalgti@netherlands.com, c=NL
Date: 2018.08.20 20:45:49 +0500

Date: _____

Date: 01/08/2018



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 2, 2018, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and Swing Sabroso, (hereinafter referred to as "ARTIST"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: Broadway Band Shell

VENUE ADDRESS: Broadway and 3rd Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: Edwin Muniz
106 Goodrich Street, Iselin, NJ 08830

CONTACT PHONE #: 732-423-9506

DATE: July 17, 2018
Rain or shine

TIME: 7 PM to 8:30 PM

COMPENSATION: \$1,600 (Payable Day of Performance)
Check payable to: EDWIN MUNIZ

PRODUCTION: Tuesdays on Broadway
Band will provide sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

By: _____

Purchaser Representative

Date: _____

SWING SABROSO

EDWIN MUNIZ

By: Edwin Muniz

Artist Representative

Date: 1/3/18



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 2, 2018, between The City of Long Branch, (hereinafter referred to as "**PURCHASER**") and Tito Puente, Jr., (hereinafter referred to as "**ARTIST**"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: Broadway Band Shell

VENUE ADDRESS: Broadway and 3rd Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: Tito Puente, Jr. Entertainment Inc.
3507 SW 174 Way, Miramar, FL 33029

CONTACT PHONE #: 305-502-3311

DATE: July 31, 2018
Rain or shine

TIME: 7 PM to 8:30 PM

COMPENSATION: \$2,000 (Payable Day of Performance)
Check payable to:
TITO PUENTE JR ENTERTAINMENT INC.

PRODUCTION: Tuesdays on Broadway
City will provide sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed Independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

By: _____

Purchaser Representative

By: _____

Artist Representative

Date: _____

Date: _____



**THE CITY OF LONG BEACH
ENTERTAINMENT AGREEMENT**

Agreement made this January 17, 2018, between The City of Long Beach, (hereinafter referred to as "PURCHASER") and Sonido Costeno, (hereinafter referred to as "ARTIST"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: Broadway Band Shell
VENUE ADDRESS: Broadway and 3rd Avenue, Long Beach, NO 07740
CONTACT NAME & ADDRESS: Juanita Morales, Sonido Productions
574 20th Street, Brooklyn, NY 11218
CONTACT PHONE #: 718-580-7657
DATE: July 24, 2018
Rain or shine
TIME: 7 PM to 9:30 PM
COMPENSATION: \$1,500 (Payable Day of Performance)
Check payable to: SonCrew Productions, Inc.
PRODUCTION: Tuesdays on Broadway
Band will provide sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

JM
1/20/18

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

Senido Costello

By: _____

By: Jim M. Moralez

Purchaser Representative

Artist Representative

Date: _____

Date: 1/20/18





**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 2, 2018, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and Zydeco-a-Go-Go, (hereinafter referred to as "ARTIST"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: Broadway Band Shell

VENUE ADDRESS: Broadway and 3rd Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: Peter Eshelman
7715 Mill Road, Elkins Park, PA 19027

CONTACT PHONE #: 215-840-6882

DATE: August 7, 2018
Rain or shine

TIME: 7 PM to 8:30 PM

COMPENSATION: \$1,800 (Payable Day of Performance)
Check payable to: **PETER ESHELMAN**

PRODUCTION: Tuesdays on Broadway
Band will provide sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed Independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

Zydeco-a-Go-Go

By:

Purchaser Representative

By:

Peter E. Johnson
Artist Representative

Date: _____

Date: 1-3-18



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 2, 2018, between The City of Long Branch, (hereinafter referred to as "**PURCHASER**") and David Cedenó & His Orchestra, (hereinafter referred to as "**ARTIST**"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: Broadway Band Shell

VENUE ADDRESS: Broadway and 3rd Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: David Cedenó
203 Lake Road, Bricktown, NJ 08724

CONTACT PHONE #: 732-300-8100

DATE: August 14, 2018
Rain or shine

TIME: 7 PM to 8:30 PM

COMPENSATION: \$1,700 (Payable Day of Performance)
Check payable to: David Cedenó

PRODUCTION: Tuesdays on Broadway
Band will provide sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed Independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local Income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

David Cedeño

By: _____

By: _____

Purchaser Representative

Artist Representative

Date: _____

Date: 1/8/18



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 2, 2018, between The City of Long Branch, (hereinafter referred to as "**PURCHASER**") and Marea Wilson Band, (hereinafter referred to as "**ARTIST**"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: Broadway Band Shell

VENUE ADDRESS: Broadway and 3rd Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: Marea Green
47 Prospect Avenue, Apt. E4, Hackensack, NJ 07601

CONTACT PHONE #: 201-759-8671

DATE: August 21, 2018
Rain or shine

TIME: 7 PM to 8:30 PM

COMPENSATION: \$1,200 (Payable Day of Performance)
Check payable to: MAREA GREEN

PRODUCTION: Tuesdays on Broadway
Band will provide sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the Individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

MAREA WILSON

By: _____

By: MAREA WILSON

Purchaser Representative

Artist Representative

Date: _____

Date: 2/20/2018



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 2, 2018, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and Stone Flower, (hereinafter referred to as "ARTIST"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: Broadway Band Shell

VENUE ADDRESS: Broadway and 3rd Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: Ray DelVecchio, Raymond Associates Accountants & Advisors, LLC
33 Sicomac Road, Suite 301, North Haledon, NJ 07508

CONTACT PHONE #: 201-321-4262/973-238-1112

DATE: August 28, 2018
Rain or shine

TIME: 7 PM to 8:30 PM

COMPENSATION: \$1,200 (Payable Day of Performance)
Check payable to:
RAYMOND ASSOCIATES ACCOUNTANTS & ADVISORS, LLC

PRODUCTION: Tuesdays on Broadway
Band will provide sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME: RAYMOND ASSOCIATES ACCOUNTANTS & ADVISORS, LLC
f/s/o STONE FLOWER

By: _____

Purchaser Representative

Date: _____

By:  _____

Artist Representative

Date: January 3, 2018



Show Proposal



**A Custom Proposal Designed by
International Fireworks Manufacturing Company**

For:

City of Long Branch Concert

Dates:

Program Date:

8/30/2018

Rain Date:

Show Proposal Details

Summary:

This Custom Designed Proposal of Approximately 3687 Shots

Program Cost:

\$5,000



Opening Display

Total Shots: 430

3 Inch Shells	Shell Type	Quantity of Shots
	Flights of Assorted Shells (5 Shells)	30

Total Number of 3 Inch Shots

30

Cakes	Shell Type	Quantity of Shots
	300 Shot Happiness	300
	100 Shot Quick Whistles	100

Total Number of Cake Shots

400

You can expect the following types of effects in the opening portion of the show

- Five Shells Fired Simultaneously...Mini Barrages of Special Effects Such As Rings, Patterns, Brocades, Palm Trees, Assorted Colors & Salutes with Rising Tails.
- A Variety of Golden Colored Crackling Stars
- The Crowd Will Observe A Multitude of Instantaneous Ascending Silver Screaming Whistles

Our Signature Opening Segment is Sure to Awaken the Crowd. Your Patrons and Spectators, As Well as Our Fans, Will Immediately Notice The Difference in Professionalism and Variety The Moment The Opening Salvos are Fired!!!

Main Body Display**Total Shots:** 3,007

3 Inch Shells	Shell Type	Quantity of Shots
	Superb Unique Multi-Effect Shells1	36
	Fancy Assorted Colors & Effects w/ Tails	36
	Flights of Assorted Shells (5 Shells)	120

Total Number of Three Inch Shots 192

Cakes	Shell Type	Quantity of Shots
	50 Shot Crackling Silver Willow	50
	10 X 7 Fan Shaped Brocade Crown With Golden Tail	70
	10 X 8 Z Effect Blue To Red Mine With Silver Tail	80
	10x10 Fan Barrage Rain Storm with Whirl	100
	10x10 Coconut Pistil with Happy Star	100
	10x10 "Z" SeaBlue and Gold	100
	150 Shot Get Rich In Four Seasons	150
	300 Shot Colorful World	300
	600 Shot Silver Fan w/wh Whistles	600
	600 Shot Hundred Flowers In Blossom	600
	665 Shot "Lucky" Cake	665

Total Number of Cake Shots 2815

You can expect the following types of effects in the main portion of the show

- These Shells Will Include Blue and White Peonies With Salutes, Red Crackling Chrysanthemums, Silver Spiders, Glittering Green, Whistle And Stars, Coconut Trees, Color Diadems,
- A Wide Variety of Colors and Effects Such As: Color Chrysanthemums, Color Peonies, Multi-Colored Shells, colored with Pistils etc...
- Canister Shells, Titanium Salutes, Silver Dahlias, Red To Blue Peonies, Palm Trees, Chrysanthemums With Salutes That Strobe, Just To Name Just A Few.
- Battle In The Clouds, Fish And Whistles, Serpents, Tourbillions, Gold Brocades, Red Waves, Silver Flashing Rings, Multi-Break Peanut Shells,
- A Wide Variety of Colors and Effects Such As: Color Chrysanthemums, Color Peonies, Multi-Colored Shells, colored with Pistils etc...
- Premium Assorted Color Shells with The Latest and Greatest... Color-Changing Chrysanthemums & Peonies w/Pistils & Palm Tree Cores, Splitting Comets, Crackling-Sizzling Stars, Half and Half Colors, Strobing Stars Brocades, Willows & Many More!!
- Authentic Italian Style Shells with A Color Break & Special Effects including Multiple Reports, Screaming Silver-Tail Whistles, Golden Serpents, Heavy Timed Reports, Tourbillions!
- You Can Expect A Variety of Patterns Such As 5-Pointed Stars, Rings, Saturns, Hearts or Bowtie Shaped Effects.
- Shells That Include A Large Burst of Color Followed By An Additional Burst of Either Heavy Titanium Reports, or Additional Color Breaks!
- Five Shells Fired Simultaneously...Mini Barrages of Special Effects Such As Rings, Patterns, Brocades, Palm Trees, Assorted Colors & Salutes with Rising Tails.
- Seven Bursts Of Ten Tubes Golden Crackling Fire
- Ten Z Shaped Effects Exploding Eight Times With Silver Tails And Mines
- A Tropical Island Sunrise of Colour!!
- Fast and Furious Semi-Blinding Crackling and Flashing Nirvana!!
- Setting Fire to The Rain with 10 Quick Bursts of 10 Flaming, Whirling Fire-Hose Effect Streams of Blaze.
- The Quality And Exclusivity Of These Rich Assortment Of Effects Detonating At Approximately 15 Stories High In Altitude is Exquisite!
- Banners Of Glorious Essence Erupt Skyward, This Feature Product Amazes The Senses!
- A Dazzling Brilliance Of Luminosity And Iridescence!
- Screaming Silver Whistles Shooting Skyward in Rapid Succession
- This Vigorous And Energetic, Sleek And Luxurious Discharge Of Flash Distributes Uniformly In The Near Air!
- Vivid Long-Burning Colors with Silver Tails and Salute Mines
- Unmatched Perfect Ball Shaped Bursts of Dynamic Color Supported by Extremely Loud Bursts of Sound with a Silver Flash
- Silver or Gold Rapid-Fire Peacock

It has been expressed "Variety is the spice of Life!" That being said, the finest variety of shell arrangements is carefully selected from our diverse multitude of assortments to convey a unique display to your patrons.

Grand Finale

Total Shots: ²⁵⁰

3 Inch Shells	Shell Type	Quantity of Shots
	Finale-Assorted Color w/ Tails (10 Shells)	60
	Finale-Titanium Salutes (10 Shells)	60
	Finale-Glittering Long-Duration Brocade w/Tails(10 Shells)	30

Total Number of 3 Inch Shots **150**

Cakes	Shell Type	Quantity of Shots
	100 Shot Quick Whistles	100

Total Number of Cake Shots **100**

You can expect the following types of effects in the closing portion of the show

- A Simultaneous Mixture of Flower-Shaped Bursts of Assorted Color!
- Titanium Flash with Ear-Splitting Pounding Thunder Sound!!!
- Without A Doubt...A Magnificent Barrage Arrangement of Suspended Duration Glittering Brocade Diadems w/Sparkling Tails!
- You Can Expect A Glittering Golden Shower of Shimmering Fountain Skyward from The Earth
- The Crowd Will Observe A Multitude of Instantaneous Ascending Silver Screaming Whistles

As the smoke solemnly parts, the crowd noise dwindles, the chairs have been packed away, and the vehicles have departed. The one thing that can be assured is the sensation of content in making the wise choice...
International Fireworks.

R# 59-18

**RESOLUTION TERMINATING RESOLUTION 25-18 AUTHORIZING THE SALE AT
AUCTION OF CITY OWNED PROPERTY LOCATED AT 611 MORFORD AVENUE
BLOCK 240 LOT 15 FOR A MINIMUM BID AMOUNT OF \$93,600**

WHEREAS, pursuant to said resolution premises 611 Morford Avenue was advertised for sale setting a sale date of March 28, 2018 at 10:00 am at the City of Long Branch Clerk's Office 344 Broadway, Long Branch, New Jersey; and

WHEREAS, on that date the sale was attended by the Clerk of the City of Long Branch, Kathy Schmelz; the City of Long Branch Administrator, Kevin Hayes; the Chief Financial Officer, Michael Martin; and the City Attorney, James Aaron; and

WHEREAS, no one appeared at the sale scheduled at 10:00am; and

WHEREAS, the sale was adjourned at 10:18am without anyone appearing; and

WHEREAS, the Business Administrator checked the entire building at 344 Broadway to determine whether or not anyone was present for the sale; and

WHEREAS, all efforts to locate potential bidders failed;

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch resolution 25-18 authorizing the sale of city owned property located at 611 Morford Avenue block 240 lot 15 for a minimum bid amount of \$93,600 being the same is hereby rescinded;

MOVED: S. Harris
SECOND: Billings
AYES: 5
NAYES: 0
ABSENT: 0
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 4-10-18
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 April, 2018
Kathy L. Schmelz
MUNICIPAL CLERK, E.L.C.

R# 60-18

**RESOLUTION AUTHORIZING THE SALE OF LOT 41 IN BLOCK 228
PURSUANT TO NJSA 40A:12-13(A)**

WHEREAS, the City of Long Branch is the owner of lot 41 in block 228, commonly known as 225 Third Avenue; and

WHEREAS, said lot consists of 0.3237 acres and is described as land having a 50 foot frontage with a depth of 282 feet; and

WHEREAS, the administration of the City of Long Branch through an investigation and study by the Business Administrator, the Assistant Planning Director, the Tax Assessor, and the Police Chief of the City of Long Branch have determined that the only public purpose for this premises is a parking lot and should be developed as same; and

WHEREAS, N.J.S.A. 40A:12-13(a) authorizes a sale of municipal property upon conditions by way of open public sale at auction to the highest bidder after advertisement thereof in a newspaper circulating in the municipality or municipalities in which the lands are situated, by two insertions at least once a week during two consecutive weeks, the last publication to be not earlier than seven days prior to such sale; and

WHEREAS, said statute N.J.S.A. 40A:12-13(a) provides that the governing body may by resolution fix a minimum price or prices, with or without the reservation of the right to reject all bids where the highest bid is not accepted. Notice of such reservation shall be included in the advertisement of the sale and public notice thereof shall be given at the time of sale; and

WHEREAS, the administration of the City of Long Branch has recommended that the following conditions apply to the sale of lot 41 in block 228: 1) that the lot remain at all times, with a deed reservation, a parking lot; 2) that the successful bidder pave, stripe and illuminate the lot for parking; 3) maintain said lot in perpetuity; 4) insure the premises; 5) reserve ten (10)

parking spaces on the westerly side of the lot directly to the City of Long Branch, who will control the hours of parking on those parking spaces by regulating the time individuals may park their vehicles on the lot for the convenience and use of customers in the Third Avenue adjoining businesses; and 6) the City's right of way that exists from Morris Avenue to lot 41 be also paved and maintained and insured by the, successful bidder to maintain access from lot 41 to Morris Avenue;

WHEREAS. the premises has been assessed by the Tax Assessor of the City of Long Branch in the amount of \$200,000; and

WHEREAS, the tax assessor has determined that the conditions imposed upon the premises and the reservation of rights to the City reduce the value of the premise to \$200,000 which shall be the minimum bid for the public bid;

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch that the Clerk of the City of Long Branch being the same is hereby authorized to advertise at auction to the highest bidder after advertisement thereof in a newspaper circulating in the municipality or municipalities in which the lands are situated, by two insertions at least once a week during two consecutive weeks, the last publication to be not earlier than seven days prior to such sale;

BE IT FURTHER RESOLVED that the governing body hereby fixes a minimum price with restrictions as follows: the minimum bid price shall be \$200,000. The restrictions placed upon the premises shall be: a deed restriction reserving ten (10) parking spaces within the westerly most part of the premises for control by the City of Long Branch to create ten (10) parking spaces with two-hour parking limits for the benefit of public use predominately for the businesses adjacent to said lot on Third Avenue; 2) that the successful bidder pave, stripe and

illuminate the lot for parking; 3) maintain said lot in perpetuity; 4) insure the premises; 5) reserve ten (10) parking spaces on the westerly side of the lot directly to the City of Long Branch, who will control the hours of parking on those parking spaces by regulating the time individuals may park their vehicles on the lot for the convenience and use of customers in the Third Avenue adjoining businesses; and 6) the City's right of way that exists from Morris Avenue to lot 41 be also paved and maintained and insured by the successful bidder to maintain access from lot 41 to Morris Avenue;

BE IT FURTHER RESOLVED that the advertisement shall also allow for the purchase of the premises at a minimum bid price of \$383,000 and that condition is subject to the right of the City Council to reject said bid pursuant to N.J.S.A. 40A:12-13;

BE IT FURTHER RESOLVED that the Clerk is hereby authorized to advertise said premises for sale under said terms and conditions of this resolution and upon completion of auction notify Council of the bids;

BE IT FURTHER RESOLVED that upon completion of the auction the purchaser shall have thirty (30) days to order title and be conveyed clear title by the City of Long Branch by virtue of a bargain and sale deed against grantors acts;

AND BE IT FURTHER RESOLVED that said auction shall take place upon compliance with this resolution and all terms of N.J.S.A. 40A:12-13(a);

AND BE IT FURTHER RESOLVED that N.J.S.A. 40A:12-13 requires that since the municipality intends to retain an interest in said real property the invitation to bid and the advertisement required herein shall require each bidder to submit one bid under each Option A and Option B below.

(1) Option A shall be for the real property, capital improvement or personal property subject to

the conditions or restrictions imposed, or interest or estate retained, which the county or municipality proposes to retain or impose.

(2) Option B shall be for the real property, capital improvement or personal property to be sold free of all such restrictions, conditions, interests or estates on the part of the county or municipality.

AND BE IT FURTHER RESOLVED that the City of Long Branch hereby reserves the right to elect or reject either or both options and the highest bid for each. Such acceptance or rejection shall be made not later than at the second regular meeting of the governing body following the sale, and, if the governing body shall not so accept such highest bid, or reject all bids, said bids shall be deemed to have been rejected. Any such sale may be adjourned at the time advertised for not more than one week without readvertising.

MOVED: *Sitanni*
SECONDED: *Billings*

AYES: *5*
NAYES: *0*
ABSENT: *0*
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 *4-10-78*
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 *11th* DAY OF *April*, 20*08*
Kathy L. Scheele

R# 61-18

**RESOLUTION AUTHORIZING THE CLERK OF THE CITY OF LONG BRANCH
AND THE CITY ATTORNEY TO SELL PURSUANT TO N.J.S.A. 40A:12-13(5)
BLOCK 222, LOT 38, COMMONLY KNOWN AS 213 THIRD AVENUE REAR**

WHEREAS, the City of Long Branch is the owner of block 222 and 38 in the City of Long Branch commonly known as 213 Third Avenue rear; and

WHEREAS, said premises is vacant land; and

WHEREAS, said premises is an undersized lot being approximately 33 feet in width and 120 feet in depth as shown on the tax map of the City of Long Branch; and

WHEREAS, the premises is landlocked subject to access only by a right of way owned by the City of Long Branch; and

WHEREAS, the City of Long Branch after investigation by the City Business Administrator, the Assistant Planning Director, and the Tax Assessor have concluded that the said lot is not needed for public use as set forth and defined in N.J.S.A. 40A:12-13; and

WHEREAS, the Tax Assessor of the City of Long Branch has assessed said premises at a value of \$70,100; and

WHEREAS, N.J.S.A. 40A:12-13(5) authorizes the City by resolution to sell the premises at private sale on notice to all contiguous property owners; and

WHEREAS, the tax map of the City of Long Branch indicates that the only contiguous property owners are the owner of lot 45 block 228 and the owner of lot 3.07 in block 228;

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch that the Clerk of the City of Long Branch and the City Attorney are authorized to sell at private sale premises and undersized lot known as lot 38 block 228 of the City of Long Branch for a minimum price of \$70,100 upon notice and advertisement to the owners of lot 45 and block 228,

**RESOLUTION AUTHORIZING THE SUBMISSION BY
LONG BRANCH PARTNERS, LLC TO THE PLANNING BOARD
FOR ITS INDEPENDENT REVIEW PURSUANT TO N.J.S.A. 40A:12A-13**

WHEREAS, the City of Long Branch entered a Redevelopment Agreement with Long Branch Partners, dated December 11, 2017; and

WHEREAS, pursuant to § 2.4 of the Agreement that the Redeveloper shall have 90 days from the execution of this agreement to develop plans to the necessary extent that they shall be sufficient for planning board approval; and

WHEREAS, the City Business Administrator, Kevin Hayes, and the City Assistant Planning Director, Carl Turner, have been working with the redeveloper since the date of execution to continue to revise plans to the extent that the City Assistant Planning Director could certify to the redevelopment Agency (the Council of the City of Long Branch) that the plans for the development of Phase I of the redevelopment project conceptually meet the requirements of the redevelopment plan of the City of Long Branch and the design guidelines of the City of Long Branch; and

WHEREAS, the Assistant Planning Director has submitted a letter, a copy which is annexed hereto and made a part hereof, that the plans as submitted to the City of Long Branch conceptually meet the requirements of the redevelopment plan and guidelines;

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, acting as the redevelopment authority of the City of Long Branch, hereby recommends that the Long Branch Partners plans submitted herewith together with the letter of the Assistant Planning Director of the City of Long Branch, Carl Turner, authorize the submission by Long Branch Partners, LLC to the planning board for its independent review pursuant to N.J.S.A. 40A:12A-13.

BE IT FURTHER RESOLVED that a copy of this resolution shall be served upon the attorney for the City of Long Branch Planning Board, Martin Arbus, the secretary of the Planning Board, Martinha Sanders, and attorney for Long Branch Partners, Jack Plackter.

MOVED: *Simanni*
SECOND: *Bullings*
AYES: *3*
NAYES: *2 - Celli, Pallone*
ABSENT: *0*
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 4-16-78

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 11th DAY OF APRIL, 2018

Kathy L. Scheele
Municipal Clerk, N.J.C.



CITY OF LONG BRANCH, MUNICIPAL BUILDING, 344 BROADWAY, LONG BRANCH, N.J. 07740 (732) 222-7000

TO: Members of the City Council

FROM: Carl Turner

DATED: April 9, 2018

As the Assistant Planning Director of the City of Long Branch for 35 years, I have reviewed the plans submitted by Long Branch Partners for the lower Broadway project. I conclude that the plans as submitted conceptually comply with the Redevelopment Plan of the City of Long Branch as amended in 2016 and the Design Guidelines for the Broadway Corridor section. I recommend that the Council of the City of Long Branch refer this plan to the Planning Board of the City of Long Branch for its independent review pursuant to NJSA 40A:12A-13.

Carl H. Turner

Assistant Planning Director

City of Long Branch



recycled paper

RESOLUTION 63-18

**RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO SERVICE HARBOR MANSION
BEACH FOR THE 2018 SEASON**

WHEREAS, Harbor Mansion Condominiums, Long Branch, New Jersey has requested that the City of Long Branch provide equipment and personnel to supervise the private beach owned by the Harbor Mansion; and

WHEREAS, the administration and through Stan Dziuba and Kevin Hayes have recommended that the City of Long Branch enter into such an agreement with Harbor Mansion as such same would be mutually beneficial to both the City and Harbor Mansion; and

WHEREAS, the City of Long Branch's proposal is set forth in the agreement as annexed hereto as Exhibit A to cover the purchase of equipment and personnel for certain hours of operation; and

WHEREAS, the agreement is to provide that Harbor Mansion shall pay to the City of Long Branch the sum of \$19,500.00 for the 2018 season defined as follows:

1. Beach guards will be needed to maintain proper surveillance of Harbor Mansion. Beach operations will follow city ordinance (Chapter 116-4), on-duty hours starting at 10:00 AM and closing at 5:00 PM. Lifeguard stand will be guarded weekends only from May 25, 2018 to June 3, 2018, then every day from June 11, 2018 to September 3, 2018.

WHEREAS, the City of Long Branch will supply equipment listed in the Agreement; and

WHEREAS, the City of Long Branch Beach Patrol, during their normal beach badge enforcement, will enforce the privacy of the Harbor Mansion beach; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch and the Mayor of the City of Long Branch being the same is hereby authorized to execute the agreement annexed hereto as Exhibit A between the City of Long Branch and Harbor Mansion for Life Guard proposal both as to equipment and personnel to maintain proper surveillance of

Harbor Mansion Beach during the Summer season of 2018 as limited by this resolution and agreement.

MOVED: *Siranni*
SECONDED: *Bellings*
AYES: *5*
NAYES: *0*
ABSENT: *0*
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
REGULAR MEETING HELD ON *4-10-18*
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, N.J.
JERSEY THIS *10th* DAY OF *April*, *2018*
Kathy L. Schmeltz
MUNICIPAL CLERK, E.M.C.

AGREEMENT

This agreement is made by and between the **CITY OF LONG BRANCH** with an address of 344 Broadway, Long Branch, Monmouth County, New Jersey by and through its Mayor, Adam Schneider

AND

Harbor Mansion

WHEREAS, the City of Long Branch has asked Harbor Mansion for a lifeguard proposal for the Summer 2018 Season covering both the surveillance of beach at Harbor Mansion; and

WHEREAS, the City of Long Branch Ocean Rescue is currently a nationally certified agency with the United States Lifesaving Association; and

WHEREAS, per USLA guidelines, the listed equipment will need to be purchased to meet minimum standards of operation; and

WHEREAS, the parties agree for the 2018 Beach season as defined herein, Harbor Mansion shall pay to the City of Long Branch the sum of \$19,500.00 upon execution of this agreement; and

WHEREAS, in consideration for the receipt of the \$19,500.00, the City of Long Branch shall provide pursuant to USLA guidelines the following:

Kayak	Rescue Torps – Rescue Boards
Kayak Paddle	Umbrella
NJ – State Approved First aid Kit	Line Bucket
Warning Flags	Lifeguard Stand
Two-way Kenwood Radio	Backboard

BE IT FURTHER AGREED, that the City of Long Branch shall provide beach guards to maintain proper surveillance of the Harbor Mansion beach. Beach operations are agreed to follow City Ordinance (Chapter 116-4), on duty hours starting at 10:00 AM and closing at 5:00 PM Harbor Mansion lifeguard stand will be guarded weekends only, May 25th to June 3rd, 2018 and every day from June 11th to September 3rd, 2018.

THE WITHIN AGREEMENT constitutes the entire agreement that is reached between the parties. No amended to this agreement shall take place without same being in writing.

All notices required under this agreement shall be sent to the City of Long Branch, c/o Stan Dziuba and Kevin Hayes, the City Business Administrator at 344 Broadway, City of Long Branch, New Jersey and to Harbor Mansion.

Adam Schneider, Mayor

Harbor Mansion

Attest:

Attest:

Kathy L. Schmelz, City Clerk

City of Long Branch Harbor Mansion Lifeguard Proposal Summer 2018

Long Branch Ocean Rescue is currently a nationally certified agency with the United States Lifesaving Association. As per USLA guidelines, the listed equipment will need to be purchased to meet minimum standards of operation.

Equipment

Kayak
Kayak Paddle
Rescue Board Rescue Torps
Umbrella
NJ-State Approved First Aid Kit
Line Bucket
Warning Flags
Lifeguard Stand
Two-way Kenwood Radio
Backboard

Personnel

The following staffing will be needed to maintain proper surveillance of Villas/ Harbor Mansion Beach. Beach operations will follow city ordinance (Chapter 116-4), On-Duty hours starting at 10AM and closing at 5PM. All lifeguard training and certifications will be conducted by Long Branch Ocean Rescue. Villas/Harbor Mansion lifeguard stand will be guarded weekends only, May 26th-June 3rd, and everyday from June 11th-September 3rd.

Total Budget

\$ 19,500.00

RESOLUTION 64-18

RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO SERVICE THE VILLAS BEACH FOR THE 2018 SEASON

WHEREAS, the Villas Condominiums, Long Branch, New Jersey has requested that the City of Long Branch provide equipment and personnel to supervise the private beach owned by the Villas; and

WHEREAS, the administration and through Stan Dziuba and Kevin Hayes have recommended that the City of Long Branch enter into such an agreement with the Villas as such same would be mutually beneficial to both the City and the Villas; and

WHEREAS, the City of Long Branch's proposal is set forth in the agreement as annexed hereto as Exhibit A to cover the purchase of equipment and personnel for certain hours of operation; and

WHEREAS, the agreement is to provide that the Villas shall pay to the City of Long Branch the sum of \$19,500.00 for the 2018 season defined as follows:

1. Beach guards will be needed to maintain proper surveillance of Villas Beach. Beach operations will follow city ordinance (Chapter 116-4), on-duty hours starting at 10:00 AM and closing at 5:00 PM. Lifeguard stand will be guarded weekends only from May 25, 2018 to June 3, 2018, then every day from June 11, 2018 to September 3, 2018.

WHEREAS, the City of Long Branch will supply equipment listed in the Agreement; and

WHEREAS, the City of Long Branch Beach Patrol, during their normal beach badge enforcement, will enforce the privacy of the Villas beach; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch and the Mayor of the City of Long Branch being the same is hereby authorized to execute the agreement annexed hereto as Exhibit A between the City of Long Branch and the Villas for Life Guard proposal both as to equipment and personnel to maintain proper surveillance of the Villas Beach during the Summer season of 2018 as limited by this resolution and agreement.

MOVED: *Sirianne*
SECONDED: *Bullings*
AYES: 5
NAYES: 0
ABSENT: 0
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 4-10-18
IN WITNESS WHEREOF, I HAVE HEREONTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 11th DAY OF April 20 18
Kathy L. Schmeltz
Municipal Clerk

AGREEMENT

This agreement is made by and between the **CITY OF LONG BRANCH** with an address of 344 Broadway, Long Branch, Monmouth County, New Jersey by and through its Mayor, Adam Schneider

AND

The Villas

WHEREAS, the City of Long Branch has asked The Villas for a lifeguard proposal for the Summer 2018 Season covering both the surveillance of The Villas beach; and

WHEREAS, the City of Long Branch Ocean Rescue is currently a nationally certified agency with the United States Lifesaving Association; and

WHEREAS, per USLA guidelines, the listed equipment will need to be purchased to meet minimum standards of operation; and

WHEREAS, the parties agree for the 2018 Beach season as defined herein, the Villas shall pay to the City of Long Branch the sum of \$19,500.00 upon execution of this agreement; and

WHEREAS, in consideration for the receipt of the \$19,500.00, the City of Long Branch shall provide pursuant to USLA guidelines the following:

Kayak	Rescue Torps
Kayak Paddle	Umbrella
NJ – State Approved First aid Kit	Line Bucket
Warning Flags	Lifeguard Stand
Two-way Kenwood Radio	Backboard

BE IT FURTHER AGREED, that the City of Long Branch shall provide beach guards to maintain proper surveillance of The Villas beach. Beach operations are agreed to follow City Ordinance (Chapter 116-4), on duty hours starting at 10:00 AM and closing at 5:00 PM. The Villas lifeguard stand will be guarded weekends only, May 25th to June 3rd, 2018 and every day from June 11th to September 3rd, 2018.

THE WITHIN AGREEMENT constitutes the entire agreement that is reached between the parties. No amended to this agreement shall take place without same being in writing.

All notices required under this agreement shall be sent to the City of Long Branch, c/o Stan Dziuba and Kevin Hayes, the City Business Administrator at 344 Broadway, City of Long Branch, New Jersey and to The Villas.

Adam Schneider, Mayor

The Villas

Attest:

Attest:

Kathy L. Schmelz, City Clerk

City of Long Branch Villas Lifeguard Proposal Summer 2018

Long Branch Ocean Rescue is currently a nationally certified agency with the United States Lifesaving Association. As per USLA guidelines, the listed equipment will need to be purchased to meet minimum standards of operation.

Equipment

Kayak
Kayak Paddle
Rescue Board Rescue Torps
Umbrella
NJ-State Approved First Aid Kit
Line Bucket
Warning Flags
Lifeguard Stand
Two-way Kenwood Radio
Backboard

Personnel

The following staffing will be needed to maintain proper surveillance of Villas/ Harbor Mansion Beach. Beach operations will follow city ordinance (Chapter 116-4), On-Duty hours starting at 10AM and closing at 5PM. All lifeguard training and certifications will be conducted by Long Branch Ocean Rescue. Villas/Harbor Mansion lifeguard stand will be guarded weekends only, May 26th-June 3rd, and everyday from June 11th-September 3rd.

Total Budget	\$ 19,500.00
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RESOLUTION 65-18

**RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO SERVICE THE
OCEAN COVE BEACH FOR THE 2018 SEASON**

WHEREAS, the Ocean Cove, Long Branch, New Jersey has requested that the City of Long Branch provide equipment and personnel to supervise the private beach owned by the Ocean Cove; and

WHEREAS, the administration and through Stan Dziuba and Kevin Hayes have recommended that the City of Long Branch enter into such an agreement with the Ocean Cove as such same would be mutually beneficial to both the City and the Ocean Cove; and

WHEREAS, the City of Long Branch's proposal is set forth in the agreement as annexed hereto as Exhibit A to cover the purchase of equipment and personnel for certain hours of operation; and

WHEREAS, the agreement is to provide that the Ocean Cove shall pay to the City of Long Branch the sum of \$36,500.00 for the 2018 season defined as follows:

1. Beach guards will be needed to maintain proper surveillance of the Ocean Cove. Beach operations will follow city ordinance (Chapter 116-4), on-duty hours starting at 9:00 AM and closing at 6:00 PM. Lifeguard stand will be guarded weekends only from May 26, 2018 to June 3, 2018, then every day from June 11, 2018 to September 3, 2018, and the weekends of September 8th through the 16th.

WHEREAS, the City of Long Branch will supply equipment listed in the Agreement; and

WHEREAS, the City of Long Branch Beach Patrol, during their normal beach badge enforcement, will enforce the privacy of the Ocean Cove beach; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch and the Mayor of the City of Long Branch being the same is hereby authorized to execute the agreement annexed hereto as Exhibit A between the City of Long Branch and Ocean Cove for Life Guard proposal both as to equipment and personnel to maintain proper surveillance of the

Ocean Cove beach during the Summer season of 2018 as limited by this resolution and agreement.

MOVED: *Sigianu*
SECONDED: *Rullings*
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. BLOMEL, 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 4-10-18
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 April, 2018
Kathy L. Blomel

AGREEMENT

This agreement is made by and between the **CITY OF LONG BRANCH** with an address of 344 Broadway, Long Branch, Monmouth County, New Jersey by and through its Mayor, Adam Schneider

AND

Ocean Cove Condominiums

WHEREAS, the City of Long Branch has asked Ocean Cove for a lifeguard proposal for the Summer 2018 Season covering both the surveillance of the Ocean Cove beach; and

WHEREAS, the City of Long Branch Ocean Rescue is currently a nationally certified agency with the United States Lifesaving Association; and

WHEREAS, per USLA guidelines, the listed equipment will need to be purchased to meet minimum standards of operation; and

WHEREAS, the parties agree for the 2018 Beach season as defined herein, Ocean Cove shall pay to the City of Long Branch the sum of \$36,500.00 upon execution of this agreement; and

WHEREAS, in consideration for the receipt of the \$36,500.00, the City of Long Branch shall provide pursuant to USLA guidelines the following:

Rescue Torps

Umbrella

NJ – State Approved First aid Kit

Line Bucket

Warning Flags

Lifeguard Stand

Two-way Kenwood Radio

Uniform

BE IT FURTHER AGREED, that the City of Long Branch shall provide beach guards to maintain proper surveillance of the Ocean Cove beach. Beach operations are agreed to follow

City Ordinance (Chapter 116-4), on duty hours starting at 9:00 AM and closing at 6:00 PM. Ocean Place Hotel lifeguard stand will be guarded weekends only, May 26th to June 3rd, 2018 and every day from June 11th to September 3rd, 2018 and weekends only from September 8th through 16th, 2018.

THE WITHIN AGREEMENT constitutes the entire agreement that is reached between the parties. No amended to this agreement shall take place without same being in writing.

All notices required under this agreement shall be sent to the City of Long Branch, c/o Stan Dziuba and Kevin Hayes, the City Business Administrator at 344 Broadway, City of Long Branch, New Jersey and to Ocean Cove.

Adam Schneider, Mayor

Ocean Cove

Attest:

Attest:

Kathy L. Schmelz, City Clerk

City of Long Branch Ocean Cove Lifeguard Proposal Summer 2018

Long Branch Ocean Rescue is currently a nationally certified agency with the United States Lifesaving Association. As per USLA guidelines, the listed equipment will need to be purchased to meet minimum standards of operation.

Equipment

Rescue Torps
Umbrella
NJ-State Approved First Aid Kit
Line Bucket
Warning Flags
Lifeguard Stand
Two-way Kenwood Radio
Uniform

Personnel

The following staffing will be needed to maintain proper surveillance of Ocean Cove Beach. Beach operations will follow city ordinance (Chapter 116-4), On-Duty hours starting at 9AM and closing at 6PM. All lifeguard training and certifications will be conducted by Long Branch Ocean Rescue. Ocean Cove lifeguard stand will be guarded weekends only, May 26th-June 3rd, everyday from June 11th-September 3rd, and the weekends of September 8th and 9th and 15th and 16th.

Total Budget

\$36,500

RESOLUTION 166-18

**RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO SERVICE THE
OCEAN PLACE HOTEL BEACH FOR THE 2018 SEASON**

WHEREAS, the Ocean Place Hotel, Long Branch, New Jersey has requested that the City of Long Branch provide equipment and personnel to supervise the private beach owned by the Ocean Place Hotel; and

WHEREAS, the administration and through Stan Dziuba and Kevin Hayes have recommended that the City of Long Branch enter into such an agreement with the Ocean Place Hotel as such same would be mutually beneficial to both the City and the Ocean Place Hotel; and

WHEREAS, the City of Long Branch's proposal is set forth in the agreement as annexed hereto as Exhibit A to cover the purchase of equipment and personnel for certain hours of operation; and

WHEREAS, the agreement is to provide that the Ocean Place Hotel shall pay to the City of Long Branch the sum of \$66,800.00 for the 2018 season defined as follows:

1. Beach guards will be needed to maintain proper surveillance of the Ocean Place Hotel beach. Beach operations will follow city ordinance (Chapter 116-4), on-duty hours starting at 9:00 AM and closing at 7:00 PM. Lifeguard stand will be guarded weekends only from May 26, 2018 to June 12, 2018, then every day from June 18, 2018 to September 3, 2018 and weekends from September 8 through the 16, 2018.
2. Two pool guards would be needed to meet State of New Jersey minimum standards. The pool will be open during the hours of 9:00 AM to 7:00 PM. The pool will be guarded starting weekends only from May 26, 2018 to June 12, 2018, then every day from June 18, 2018 to September 3, 2018 and the weekends of September 8 – 16, 2018.

WHEREAS, the City of Long Branch will supply equipment listed in the Agreement; and

WHEREAS, the City of Long Branch Beach Patrol, during their normal beach badge enforcement, will enforce the privacy of the Ocean Place Hotel beach; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch and the Mayor of the City of Long Branch being the same is hereby authorized to execute the agreement annexed hereto as Exhibit A between the City of Long Branch and the Ocean Place Hotel for Life Guard proposal both as to equipment and personnel to maintain proper surveillance of the Ocean Place Beach during the Summer season of 2018 as limited by this resolution and agreement.

MOVED: *Sirianni*
SECONDED: *Billings*
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMIDT, 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 4-6-18
IN WITNESS WHEREOF, I HAVE HERETOBY SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 11th DAY OF April, 2018
Kathy L. Schmidt

AGREEMENT

This agreement is made by and between the **CITY OF LONG BRANCH** with an address of 344 Broadway, Long Branch, Monmouth County, New Jersey by and through its Mayor, Adam Schneider

AND

The Ocean Place Hotel

WHEREAS, the City of Long Branch has asked the Ocean Place Hotel for a lifeguard proposal for the Summer 2018 Season covering both the surveillance of the Ocean Place Hotel beach and pool; and

WHEREAS, the City of Long Branch Ocean Rescue is currently a nationally certified agency with the United States Lifesaving Association; and

WHEREAS, per USLA guidelines, the listed equipment will need to be purchased to meet minimum standards of operation; and

WHEREAS, the parties agree for the 2018 Beach season as defined herein, the Ocean Place Hotel shall pay to the City of Long Branch the sum of \$66,800.00 upon execution of this agreement; and

WHEREAS, in consideration for the receipt of the \$66,800.00, the City of Long Branch shall provide pursuant to USLA guidelines the following:

Kayak	Kayak Paddle
Rescue Board	Rescue Torps
Umbrella	NJ – State Approved First Aid Kit
Line Bucket	Warning Flags
Lifeguard Stand	Two-way Kenwood Radio
Backboard	Pool Rescue Tube
Uniform	

BE IT FURTHER AGREED, that the City of Long Branch shall provide beach guards to maintain proper surveillance of the Ocean Place Hotel beach. Beach operations are agreed to follow City Ordinance (Chapter 116-4), on duty hours starting at 9:00 AM and closing at 7:00 PM. Ocean Place Hotel lifeguard stand will be guarded weekends only, May 25th to June 12th,

2018 and every day from June 8th to September 3rd, 2018 and weekends only from September 8th through 16th, 2018.

BE IT FUTHER AGREED, that the City of Long Branch will provide one pool guard to meet the State of New Jersey minimum standards. The pool will be open during the hours of 9:00 AM to 7:00 PM. The pool will be guarded starting weekends only from Friday, May 26th to June 12th, 2018, every day from June 18th to September 3rd, 2018 and the weekends of September 8th to 16th, 2018.

THE WITHIN AGREEMENT constitutes the entire agreement that is reached between the parties. No amended to this agreement shall take place without same being in writing.

All notices required under this agreement shall be sent to the City of Long Branch, c/o Stan Dziuba and Kevin Hayes, the City Business Administrator at 344 Broadway, City of Long Branch, New Jersey and to the Ocean Place Hotel.

Adam Schneider, Mayor

Ocean Place Hotel Resort & Spa

Attest:

Attest:

Kathy L. Schmelz, City Clerk

City of Long Branch Ocean Place Hotel Lifeguard Proposal Summer 2018

Long Branch Ocean Rescue is currently a nationally certified agency with the United States Lifesaving Association. As per USLA guidelines, the listed equipment will need to be purchased to meet minimum standards of operation.

Equipment

Kayak
Kayak Paddle
Rescue Board
Rescue Torps
Umbrella
NJ-State Approved First Aid Kit
Line Bucket
Warning Flags
Lifeguard Stand
Two-way Kenwood Radio
Backboard
Uniform
Pole safety poles

Equipment Total

Personnel

The following staffing will be needed to maintain proper surveillance of Ocean Place Hotel Beach. A minimum of two lifeguards will be on stand at all times during hours of operation. Beach operations will follow city ordinance (Chapter 116-4), On-Duty hours starting at 9AM and closing at 7PM. All lifeguard training and certifications will be conducted by Long Branch Ocean Rescue. Ocean Place Hotel lifeguard stand will be guarded weekends only, May 26th-June 12th, everyday from June 18th-September 3rd, and the weekends of September 8th and 16th.

The following staffing will be needed to meet State of New Jersey minimum standards. The pool will be open and lifeguarded 9am-7pm with TWO lifeguards working overlapping 8 hour shifts. The pool will be guarded weekends only, May 26th-June 12th, and everyday from June 18th-September 3rd. The pool will also be open two weekends after Labor Day (September 8th, 9th, 15th and 16th). All lifeguard training and certifications will be conducted by Long Branch Ocean Rescue.

Total Budget (Beach and Pool Operation)

\$66,800

**RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO SERVICE RENAISSANCE
CONDOMINIUMS BEACH FOR THE 2018 SEASON**

WHEREAS, the Renaissance Condominium Association located at Riveria Drive, Long Branch, New Jersey has requested that the City of Long Branch provide equipment and personnel to supervise the private beach owned by the Renaissance adjacent to and south of the West End Beach at Brighton Avenue; and

WHEREAS, the administration and through Stan Dziuba and Kevin Hayes have recommended that the City of Long Branch enter into such an agreement with the Renaissance Condominium Association as such same would be mutually beneficial to both the City and the Renaissance Condominium Association; and

WHEREAS, the City of Long Branch's proposal is set forth in the agreement as annexed hereto as Exhibit A to cover the purchase of equipment and personnel for certain hours of operation; and

WHEREAS, the agreement is to provide that the Renaissance Condominium Association shall pay to the City of Long Branch the sum of \$50,500.00 for the 2018 season defined as follows:

1. Three beach guards will be needed to maintain proper surveillance of Renaissance Beach. Beach operations will follow city ordinance (Chapter 116-4), on-duty hours starting at 9:00 AM and closing at 5:00 PM. Renaissance lifeguard stand will be guarded weekends only from May 25, 2018 to June 3, 2018, then every day from June 8, 2018 to September 3, 2018 and weekends from September 7 through September 16, 2018.
2. One pool guard would be needed to meet State of New Jersey minimum standards. The pool will be open during the hours of 10:00 AM to 7:00 PM. The pool will be guarded starting weekends only from May 25, 2018 to June 3, 2018, then every day from June 8, 2018 to September 3, 2018 and weekends from September 7, 2018 through September 16, 2018.

WHEREAS, the City of Long Branch will supply equipment listed in the Agreement; and

WHEREAS, the City of Long Branch will install post and rail fencing at the bottom of the Brighton Avenue beach staircase as well as signage directing people to the public beach and indicating Renaissance beach as a private beach and beach personnel will direct people away from Renaissance beach; and

WHEREAS, the City of Long Branch Beach Patrol, during their normal beach badge enforcement, will enforce the privacy of Renaissance beach; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch and the Mayor of the City of Long Branch being the same is hereby authorized to execute the agreement annexed hereto as Exhibit A between the City of Long Branch and the Renaissance Condominium Association for Renaissance Life Guard proposal both as to equipment and personnel to maintain proper surveillance of the Renaissance Beach and pool during the Summer season of 2018 as limited by this resolution and agreement.

MOVED: *Simianni*
SECONDED: *Bellings*
AYES: 5

NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, EMILY L. SCHILL, 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 4-10-18
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 10 DAY OF April, 2018
Emily L. Schill
Municipal Clerk

AGREEMENT

This agreement is made by and between the **CITY OF LONG BRANCH** with an address of 344 Broadway, Long Branch, Monmouth County, New Jersey by and through its Mayor, Adam Schneider

AND

The Renaissance Condominium Association

WHEREAS, the City of Long Branch has asked the Renaissance for a lifeguard proposal for the Summer 2018 Season covering both the surveillance of the Renaissance Beach and Renaissance pool; and

WHEREAS, the City of Long Branch Ocean Rescue is currently a nationally certified agency with the United States Lifesaving Association; and

WHEREAS, per USLA guidelines, the listed equipment will need to be purchased to meet minimum standards of operation; and

WHEREAS, the parties agree for the 2018 Beach season as defined herein, Renaissance Condominium Association shall pay to the City of Long Branch the sum of \$50,500.00 upon execution of this agreement; and

WHEREAS, in consideration for the receipt of the \$50,500.00, the City of Long Branch shall provide pursuant to USLA guidelines the following:

Kayak	Kayak Paddle
Rescue Board	Rescue Torps
Umbrella	NJ – State Approved First Aid Kit
Line Bucket	Warning Flags
Lifeguard Stand	Two-way Kenwood Radio
Backboard	Pool Rescue Tube

BE IT FURTHER AGREED, that the City of Long Branch shall provide 3 beach guards to maintain proper surveillance of Renaissance Beach. Beach operations are agreed to follow City Ordinance (Chapter 116-4), on duty hours starting at 9:00 AM and closing at 5:00 PM. Renaissance lifeguard stand will be guarded weekends only, May 25th to June 3rd, 2018 and every day from June 8th to September 3rd, 2018.

BE IT FUTHER AGREED, that the City of Long Branch will provide one pool guard to meet the State of New Jersey minimum standards. The pool will be open during the hours of 10:00 AM to 7:00 PM. The pool will be guarded starting weekends only from Friday, May 25th to June 3rd, 2018, every day from June 8th to September 3rd, 2018 and the weekends of September 7th to 16th, 2018.

BE IT FURTHER AGREED, that the City will install some post and rail fencing at the bottom of Brighton Avenue beach staircase as well as signage directing people to the public beach and indicating Renaissance beach as Private. Beach personnel will direct people away from Renaissance Beach. The City of Long Branch Beach Patrol, during their normal beach badge enforcement, will enforce the privacy of Renaissance beach and lifeguards will direct non-Renaissance people away from the Renaissance beach subject only to the universal access provided to individuals to have rights to walk all beaches throughout the City of Long Branch up to the high water mark.

THE WITHIN AGREEMENT constitutes the entire agreement that is reached between the parties. No amended to this agreement shall take place without same being in writing.

All notices required under this agreement shall be sent to the City of Long Branch, c/o Stan Dziuba and Kevin Hayes, the City Business Administrator at 344 Broadway, City of Long Branch, New Jersey and to the Renaissance Condominium Association.

Adam Schneider, Mayor

Renaissance Condominium Association

Attest:

Attest:

Kathy L. Schmelz, City Clerk

City of Long Branch
Renaissance Lifeguard Proposal 2018 Season

Long Branch Ocean Rescue is currently a nationally certified agency with the United States Lifesaving Association. As per USLA guidelines, the listed equipment will need to be purchased to meet minimum standards of operation.

Equipment

Kayak
Kayak Paddle
Rescue Board
Rescue Torps
Umbrella
NJ-State Approved First Aid Kit
Line Bucket
Warning Flags
Lifeguard Stand
Two-way Kenwood Radio
Backboard
Pool Rescue Tube

Personnel

Beach

The following staffing will be needed to maintain proper surveillance of Renaissance Beach. Beach operations will follow city ordinance (Chapter 116-4). On-Duty hours will start at 9am and close at 5pm. Renaissance lifeguard stand will be staffed weekends only (Friday-Sunday), May 25th through June 3rd and September 7th through 16th, 2018. Beach Lifeguard stand will be staffed everyday from June 8th to September 3rd, 2018.

Pool

The following staffing, of 1 pool lifeguard, will be needed to meet State of New Jersey minimum standards. The pool will be open from 10 am to 7pm. The pool will be guarded weekends only, May 25th through June 3rd and September 7th through 16th, 2018. Pool will be staffed every-day from June 8th to September 3rd, 2018.

* With advanced notice and approval from the City of Long Branch, Renaissance can request additional days/hours of staffing with an additional charge.

Total Budget (Beach and Pool Operation)

\$ 50,500

R# 68-18

**RESOLUTION AWARDING CONTRACT FOR
PURCHASE OF A RUBBER ALL- WEATHER SURFACE
FOR BRANCHPORT AND ATLANTIC PARKS**

WHEREAS, the City has the need to purchase a rubber all- weather surface for use by the Division of Recreation; and

WHEREAS, in accordance with N.J.S.A. 19:44A-20.4 et seq., purchases made through New Jersey State contracts are considered to be a fair and open process; and

WHEREAS, there exist New Jersey State Contracts for Rubber Surfaces from several vendors, and it is the recommendation of the Public Works Director and the recreation Director that the Rubber All- Weather Surface, offered through the Rubbercycle Company Playsafer, as detailed the documents annexed hereto, will best meet the needs of Branchport and Atlantic Parks; 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 # C-04-119-605, in the amount of \$96,680.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that a contract be awarded to Rubbercycle Company Playsafer, for purchase of a Rubber All-weather Surface detailed the document annexed hereto, in accordance with the terms and conditions of State Contract #16-FLEET-00131, for a sum not to exceed \$96,680.

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

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMIDT, 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 4-10-18
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 15 DAY OF APRIL, 2018
Kathy L. Schmidt
MUNICIPAL CLERK, I.M.C.



RubbeRecycle
Recycled Rubber Products

Quote

Date March 9, 2018
Quote Valid Until May 8, 2018
Quote # 139018-A

Project Information
City of Long Branch
344 Broadway
Long Branch, NJ 07740
Carl Jennings
732-571-8545
732-870-8832
cjennings@longbranch.org

Site Information
Branchport Park
Site work includes removal and disposal of 4200 existing wood mulch

Product	Product Color	Qty / Sq Ft	Cost Incl. Delivery	Installation Cost	Total
RubberBond	TBD	4,200	\$63,630.00	Included	\$63,630.00
PlaysaferRubberCurb6	Brown	65	\$8,075.00	Included	\$8,075.00
SiteWork		4,200	\$11,870.00		\$11,870.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Project Notes	
New Jersey State Contract # 16 FLEET 00131	Subtotal \$83,575.00
	Discount \$0.00
	Tax %
	Tax -
	Total \$83,575.00

Please note that labor quotes do not include state and/or local prevailing wages unless otherwise noted. Please add \$1 per sq. ft. for prevailing wages unless noted. Sales tax will be added unless tax exemption is provided. It is customer's responsibility to provide tax exemption certificate.

Purchase orders are only accepted from public schools and municipalities. All non-government, religious and private entities will require a 50% deposit; the remaining balance plus extras to be paid on the day of completion with a certified check or credit card.

Please confirm your acceptance of this quote by signing this document

Quote Prepared By: Mike Nowak/hd mnowak@mrcrc.com

Thank you for your business!



Rubberbond Disclaimer: There may be slight color variations during the curing process but should blend in a short period of time depending on weather conditions. Note: "Day Seams" may be required and visible based on size of the project and/or unforeseen weather conditions causing the process to be suspended. Any damage incurred during curing will be repaired at the customer's expense. Variations in texture may be visible due to temperature fluctuations. Note: All surfaces will darken initially. Swing areas and nonstationary equipment areas are subject to excess wear and are not covered under warranty. Wear mats are encouraged. The Wear Course is subject to rubber granulating. Periodic leaf blowing is recommended to maintain a clean and safe surface.

Aquabond Disclaimer: Color may go through a burnout or yellowing effect for a few weeks and then return to normal.

Customer is responsible for keeping area closed, safe and secure during the 48 hour curing process for each phase or irrevocable damage will occur. Rubberecycle will not be held liable when the damage will occur, the customer will have to pay to have the damage repaired.

Please Initial: _____

Rubber Mulch Disclaimers: Rubber mulch should not be stored or placed directly on or near asphalt. The petroleum distillates used in asphalts may adversely affect the pigmentation of the rubber mulch and cause a harmless "Bleeding affect" on the color. Installation is not included unless otherwise noted, after installation rubber mulch will settle/compact approximately 25%..

Please Initial: _____

TERMS AND CONDITIONS: Poured Rubber safety surfaces: The Rubberecycle™ Quote is based on the information provided and is subject to change based on review of complete plans, site location, including final installation unless indicated above. Sub-base materials and work provided by others and must meet Rubberbond specifications and appropriate grade elevations; and is the responsibility of the owner. Rubberecycle's Standard insurance does not include "additional insured", subrogation, or primary / noncontributing wording. In the event that a change in color, color percentage, thickness, or square footage is required, a revised proposal and/or purchase order will be submitted prior to installation.

GENERAL LABOR: All work and materials will be as specified. All labor will be performed in a workmanlike fashion. Any unforeseen/unknown sub surface utilities/substructures damaged during the work are not the company responsibility; and may incur additional costs, charges or fees. Owner will be responsible for maintenance and surfacing upkeep in strict accordance with the manufacturer's specifications. All changes to this contract shall be made in writing, and not valid until signed by the company. Changes may be subject to additional fees. All schedules and agreements are subject to labor strikes, unusual weather, transportation availability and delays, manufacturing and supply and other delays beyond our control. Owner of project to carry fire, property, casualty, and other applicable insurance. Company workers are covered under statutory workman's compensation insurance.

APPLICABLE LAW: The validity, construction and interpretation of these terms and conditions shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding that body of law applicable to choice of law. This agreement has been entered into in New Jersey and Buyer agrees that it is subject to the inpersonam jurisdiction of the State and Federal Courts of New Jersey. Venue is designated in Ocean County New Jersey or the Federal District court in Essex County, New Jersey. Parties agree to waive trial by Jury on all matters. Buyer hereby waives any and all rights to seek a change of venue based upon forum non conveniens or any other procedural theory. If any of these terms and conditions are declared either void, or unenforceable, such provision shall be severed from these terms and conditions and the remaining terms and conditions shall otherwise remain in full force and effect.

CONSEQUENTIAL DAMAGES WAIVER: Buyer agrees to indemnify, defend and hold Rubberecycle™ harmless of and free from any liability which may be asserted against Rubberecycle™ except for its sole negligence, by virtue of any suit or claim of any kind, arising out of, connected with, or resulting from the purchase, sale, use, installation or consumption of the goods by Buyer, or any subsequent user of the goods. Buyer shall reimburse Rubberecycle™ within ten (10) days after any judgments rendered against Rubberecycle™ as a result of the foregoing and shall pay all costs and expenses incurred by Rubberecycle™ in defending any action brought against Rubberecycle™ as a result thereof, including reasonable attorney fees, court costs, expert witness fees and expenses.

In no event will Rubberecycle™ be responsible for any direct loss or damage, including without limitation cost and expenses, in excess of the amounts paid by buyer for the materials supplied. Rubberecycle™ will not be responsible or liable for any type of incidental, special, exemplary, punitive, indirect or consequential damages, including but not limited to, direct loss or damage, lost revenue or profits, replacement goods, loss or interruption of use, even if Rubberecycle was advised of the possibility of such damages, and whether arising under a theory of contract, tort, strict liability or otherwise.

ACCEPTANCE OF PROPOSAL: The above pricing, schedule and payment, terms and conditions detailed in this quote are also agreed to and accepted. By signing this agreement below, you are authorizing us to do the specified work detailed in this quotation.





Quote

Date March 9, 2018
 Quote Valid Until May 8, 2018
 Quote # 139018

Project Information
City of Long Branch
344 Broadway
Long Branch, NJ 07740
Carl Jennings
732-571-8545
732-870-8832
cjennings@longbranch.org

Site Information
Atlantic Avenue Park

Product	Product Color	Qty / Sq Ft	Cost Incl. Delivery	Installation Cost	Total
RubberBond	TBD	700	\$10,605.00	Included	\$10,605.00
PlaysaferRubberCurb6	Brown	20	\$2,500.00	Included	\$2,500.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Project Notes:	
New Jersey State Contract # 16 FLEET 00131	Subtotal \$13,105.00
	Discount \$0.00
	Tax %
	Tax -
	Total \$13,105.00

Please note that labor quotes do not include state and/or local prevailing wages unless otherwise noted. Please add \$1 per sq. ft. for prevailing wages unless noted. Sales tax will be added unless tax exemption is provided. It is customer's responsibility to provide tax exemption certificate.

Purchase orders are only accepted from public schools and municipalities. All non-government, religious and private entities will require a 50% deposit; the remaining balance plus extras to be paid on the day of completion with a certified check or credit card.

Please confirm your acceptance of this quote by signing this document

Quote Prepared By: Mike Nowak/hd mnowak@mrcrec.com

Thank you for your business!



Rubberbond Disclaimer: There may be slight color variations during the curing process but should blend in a short period of time depending on weather conditions. Note: "Day Seams" may be required and visible based on size of the project and/or unforeseen weather conditions causing the process to be suspended. Any damage incurred during curing will be repaired at the customer's expense. Variations in texture may be visible due to temperature fluctuations. Note: All surfaces will darken initially. Swing areas and nonstationary equipment areas are subject to excess wear and are not covered under warranty. Wear mats are encouraged. The Wear Course is subject to rubber granulating. Periodic leaf blowing is recommended to maintain a clean and safe surface.

Aquabond Disclaimer: Color may go through a burnout or yellowing effect for a few weeks and then return to normal.

Customer is responsible for keeping area closed, safe and secure during the 48 hour curing process for each phase or irrevocable damage will occur. Rubberecoycle will not be held liable when the damage will occur, the customer will have to pay to have the damage repaired.

Please Initial: _____

Rubber Mulch Disclaimers: Rubber mulch should not be stored or placed directly on or near asphalt. The petroleum distillates used in asphalts may adversely affect the pigmentation of the rubber mulch and cause a harmless "Bleeding effect" on the color. Installation is not included unless otherwise noted, after installation rubber mulch will settle/compact approximately 25%..

Please Initial: _____

TERMS AND CONDITIONS: Poured Rubber safety surfaces: The Rubberecoycle™ Quote is based on the information provided and is subject to change based on review of complete plans, site location, including final installation unless indicated above. Sub-base materials and work provided by others and must meet Rubberbond specifications and appropriate grade elevations; and is the responsibility of the owner. Rubberecoycle's Standard insurance does not include "additional insured", subrogation, or primary / noncontributing wording. In the event that a change in color, color percentage, thickness, or square footage is required, a revised proposal and/or purchase order will be submitted prior to installation.

GENERAL LABOR: All work and materials will be as specified. All labor will be performed in a workmanlike fashion. Any unforeseen/unknown sub surface utilities/substructures damaged during the work are not the company responsibility; and may incur additional costs, charges or fees. Owner will be responsible for maintenance and surfacing upkeep in strict accordance with the manufacturer's specifications. All changes to this contract shall be made in writing, and not valid until signed by the company. Changes may be subject to additional fees. All schedules and agreements are subject to labor strikes, unusual weather, transportation availability and delays, manufacturing and supply and other delays beyond our control. Owner of project to carry fire, property, casualty, and other applicable insurance. Company workers are covered under statutory workman's compensation insurance.

APPLICABLE LAW: The validity, construction and interpretation of these terms and conditions shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding that body of law applicable to choice of law. This agreement has been entered into in New Jersey and Buyer agrees that it is subject to the in personam jurisdiction of the State and Federal Courts of New Jersey. Venue is designated in Ocean County New Jersey or the Federal District court in Essex County, New Jersey. Parties agree to waive trial by Jury on all matters. Buyer hereby waives any and all rights to seek a change of venue based upon forum non conveniens or any other procedural theory. If any of these terms and conditions are declared either void, or unenforceable, such provision shall be severed from these terms and conditions and the remaining terms and conditions shall otherwise remain in full force and effect.

CONSEQUENTIAL DAMAGES WAIVER: Buyer agrees to indemnify, defend and hold Rubberecoycle™ harmless of and free from any liability which may be asserted against Rubberecoycle™ except for its sole negligence, by virtue of any suit or claim of any kind, arising out of, connected with, or resulting from the purchase, sale, use, installation or consumption of the goods by Buyer, or any subsequent user of the goods. Buyer shall reimburse Rubberecoycle™ within ten (10) days after any judgments rendered against Rubberecoycle™ as a result of the foregoing and shall pay all costs and expenses incurred by Rubberecoycle™ in defending any action brought against Rubberecoycle™ as a result thereof, including reasonable attorney fees, court costs, expert witness fees and expenses.

In no event will Rubberecoycle™ be responsible for any direct loss or damage, including without limitation cost and expenses, in excess of the amounts paid by buyer for the materials supplied. Rubberecoycle™ will not be responsible or liable for any type of incidental, special, exemplary, punitive, indirect or consequential damages, including but not limited to, direct loss or damage, lost revenue or profits, replacement goods, loss or interruption of use, even if Rubberecoycle was advised of the possibility of such damages, and whether arising under a theory of contract, tort, strict liability or otherwise.

ACCEPTANCE OF PROPOSAL: The above pricing, schedule and payment, terms and conditions detailed in this quote are also agreed to and accepted. By signing this agreement below, you are authorizing us to do the specified work detailed in this quotation.



WARRANTY OF AUTHORITY- Each person who executes this contract on behalf of any entity represents and warrants that he or she has the authority of the shareholders, and/or members, and/ or officers, to execute on behalf of said entity, and agrees to indemnify and hold harmless each other party from any claim that such authority did not exist.

APPLICABLE LAW- All parties to this contract hereby agree that this contract is to be deemed accepted, executed and delivered in the Township of Middletown, County of Monmouth, State of New Jersey and that this contract shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey, without giving effect to the principles of conflicts of law.

AMENDMENTS- Any amendments to this contract shall be in writing and signed by both parties.

CAPTIONS- The captions, headings, and arrangements used in this contract are for the convenience only and do not in any way effect, limit, amplify, or modify the terms and provisions hereof.

NOTICES- Any notice required or desired to be given pursuant to this contract shall be in writing and mailed certified mail to the respective parties.

BINDING EFFECT- This contract shall be in binding on all parties hereto, and shall inure to the benefit of the successors and assigns of the parties hereto.

CONSTRUCTION- Each party to this contract has reviewed this contract prior to execution. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party and shall not be employed in the interpretation of this contract.

EFFECT OF BREACH OF CONTRACT- In the event either party breaches this contract, either party may avail itself of all remedies provided by law or equity.

ATTORNEY'S FEES- In the event of a breach of this contract, the prevailing party shall be entitled to reasonable attorney's fees in connection with the enforcement, and/or defense of this contract.

ENTIRE CONTRACT- This contract constitutes the parties complete and exclusive statement of their contract on the subject matter covered by this contract, and it supersedes all previous contracts, promises, and/or representations regarding the subject matter.

Date of acceptance: _____

Signature: _____

Title: _____

Print name: _____

**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 TO PURCHASE RUBBER SURFACE FOR PLAYGROUND
EQUIPMENT BRANCHPORT ATLANTIC PARKS**

Said contract being made as follows:

RUBBER RECYCLE \$96,680

Said funds being available in the form of:

RECREATION EQUIPMENT #C-04-119-605 \$96,680



Michael Martin, Chief Financial Officer



Date

R# 69-18

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: Sirianne

SECONDED: Bellings

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

I hereby certify the foregoing to be a true
copy of a resolution adopted by the City Council
at their Regular meeting held on
4-10-18

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 April, 2018

Kathy L. Schmelz
Kathy L. Schmelz, MC
City Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of April 10, 2018. The original bills are on file in the Office of the Director of Finance of the City of Long Branch between the hours of 8:30 A.M. and 4:30 P.M. Monday through Friday.

279 Broadway Associates	Rent Adjustment - Municipal Court - October 2017 - March 2018	1,160.29
279 Broadway Associates	Rent - Municipal Court - April 2018	10,059.81
All Hands Fire Equipment	Uniforms - Fire	2,368.96
Allied Diesel Service Inc.	Vehicle Parts - Public Works	762.60
Andrew Clay	Referee for Indoor Youth Soccer - March 2018	280.00
Auto Parts	Miscellaneous Auto Parts - Public Works	2,944.10
Barre Intensity LLC	Certification: Barre Instructor Training Program - Senior Affairs	350.00
Be Our Guest Entertainment	Entertainment: St. Patty's Day Party - Senior Affairs	350.00
Builder's General Supply Co.	Miscellaneous Supplies - Public Works	194.40
Bullet Lock & Safe Co.	Transponder Keys - Public Works	90.00
Cablevision Lightpath	Internet Provider - Administration - February 2018	1,600.00
CE Union	Registration - Managing Millennials Conference - Public Works	89.00
City of Long Branch Clearing Account	To Reimburse Clearing Account	1,339.45
City of Long Branch Clearing Account	To Reimburse Clearing Account - Payroll 3/23/18	62,607.59
City of Long Branch Clearing Account	DCRP Employer Match - March 2018	955,599.07
City of Long Branch Payroll Agency Account	FICA/Medicare: 3/23/18	801.68
City of Long Branch Payroll Agency Account	Payroll - 3/23/18	39,084.36
Comcast Business	Utilities - Internet - February 2018	916,514.71
Comcast Online	Utilities - Internet - March 2018	1,849.90
Cooper Electric Supply	Street Lights & Electric Materials - Public Works	97.92
Cranbury Custom Lettering Inc.	Repair - Unit 28 - 2014 Dodge Charger - Police	1,168.32
Data-Struction	Paper Shredding Services - Various Departments - 1st Qtr. 2018	235.00
Dunkin' Donuts	Donuts/Coffee for Crossing Guards and Citizens Police Academy - Traffic & Police	375.00
Five Fare	Food for St. Patty's Day Party & End of Season Party - Senior Affairs & Recreation	405.81
Ford Motor Credit Co.	Lease/Purchase of Vehicles - Reso. #247-16 - April 2018	198.69
Freehold Dodge, Inc.	Vehicle Parts & Repair - Public Works	41,393.12
Freehold Ford Inc.	Vehicle Repair - PD #94 - Public Works	1,389.42
G.F.O.A. of New Jersey	2018 Membership Dues - Finance/Comptroller's Office	194.37
Gabriel's Towing	Towing Service - Public Works	180.00
Gannett Satellite Information	Monthly Legal Ads - January 2018	30.00
Greenbaum, Rowe, Smith & Davis	Professional Services - Thouron Capital - January - February 2018	675.25
Greenbaum, Rowe, Smith & Davis	Professional Services - General Redevelopment - January - February 2018	291.50
Guardian Tracking LLC	Annual Subscription for Internet Access to Guardian Tracking System - Police	1,007.00
Holman, Frenia, Allison, P.C.	2018 Audit Services - Progress Bill - February	2,970.00
Home Depot Credit Services	Materials for Library Book Boxes - Public Works	15,000.00
Jaeger Lumber	Treated Lumber for Lifeguard Stands - Recreation	63.58
Jersey Shore Powersports	2018 Honda UTV & 2018 Honda ATV - Recreation	694.00
John Guile Company	Repair Chain Saw - Public Works	26,130.00
		112.56

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

John's Auto & Truck Repair	Towing Service - Public Works	170.00
Long Branch Housing Authority	Rental of Office Space - Recreation - April 2018	1,000.00
Long Branch Poultry Farm	Food/Wellness/Health Luncheon - Senior Affairs - 3/27/18	44.75
Margarita Delgado	Refund of Dumpster Fee - Reso. #52-18	175.00
McKenna, Dupont, Higgins & Stone	Conflict Attorney - November 2017	27.50
Monmouth County Board of Taxation	Notification of Assessment Cards Mailing - Tax Assessor's Office	3,275.22
Monmouth County Police Chief's Association	2018 Membership Dues - Police	300.00
Monmouth Hose & Hydraulics	Hydraulic Hose - Public Works	276.20
New Shrewsbury Racquet Club	Rental of Tennis Courts - Recreation	2,051.60
Nicolson Law Group	General Legal Services - Dixon, William - January, February 2018	375.00
NJREA	Registration - Annual Conference - Recreation - 4/4 - 4/6/18	400.00
Noize Garage Door	Maintenance Services - Public Works	526.86
Northwind Mechanical Systems Inc.	Removed Refrigerant from Trane Chiller #1 - City Hall Building	397.00
Positive Promotions	Centerpieces and Giveaways for Valentine's Day Celebration & Wellness Luncheon - Senior Center	601.75
Pro-Line Industrial Products Inc.	Chemical/Degreaser - Public Works	6,350.76
Red the Uniform Tailor	Uniforms - Office of Emergency Management	7,729.22
Republic Services of NJ, LLC	Bulky Waste Disposal - February - March 2018	397.77
Riggins Incorporated	Diesel Fuel - Central	656.20
Rockefeller's	Snow Meals - Public Works	354.50
Salter Shoprites, Inc.	Food for St. Patty's Day Party, Lunch n' Learn & College Tour - Senior Affairs & Recreation - March 2018	1,731.00
Seaboard Welding Supply Inc.	Compressed Air, Cylinder HydroStatic Test & Compressed Oxygen - Fire	29,325.84
Service Tire Truck Center Inc.	Re-Tread Tires, Coatings #77933-42 - Public Works	669.43
SFH International Corp	Cameras - Administration	19.98
Sickle's Market LLC	Food - Wellness Luncheon & Lunch n' Learn - Senior Affairs - March 2018	9,051.40
Slip's Paint & Hardware	Pine Sol Cleaner - Public Works	200.00
Specialty Engine Rebuilding	Rebuild Engine - Sanitation # 30 - Public Works	360.00
TCTA Membership Services	2018 Membership Dues - Finance/Comptroller's Office	1,914.88
The Fuel OK LLC	Fuel Oil - Public Works	518.00
Truse Inc.	Retrofit Kit for Spreader - Public Works	17.15
Tuzza's	Food for Wellness Luncheon & St. Patty's Day - Senior Affairs - March 2018	617.95
United Parcel Service	Shipping - Drageer Equipment - Police	1,475.64
Up-Tite Fasteners Inc.	Miscellaneous Supplies - Public Works	902.05
Verizon Wireless	Utilities - Wireless Service - March 2018	
W.B. Mason Co, Inc.	Office Supplies - Various Departments	
		2,163,283.11

TOTAL CURRENT

City of Long Branch Clearing Account
Greenbaum, Rowe, Smith & Davis
SHI International Corp.

To Reimburse Clearing Account
Professional Services - Pier Design - January - February 2018
Amazon Web Services - March 2018

5,724.00
5,724.00 Pmt. #1-2
6.45

TOTAL CAPITAL

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

To Reimburse Clearing Account
To Reimburse Clearing Account - Payroll 3/23/18
Fica/Medicare: 3/23/18
Payroll - 3/23/18

120.19
4,225.27
296.41
4,129.86

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

11,454.45

Verizon Wireless

Utilities - Wireless Services - March 2018

120.19

TOTAL ANIMAL CONTROL

Builder's General Supply Co.
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
Dunkin' Donuts
JAMM Printing
Override Bus Company
Tuzio's

Nails for Community Service Building Deck - Community Development
To Reimburse Clearing Account - Payroll 3/23/18
To Reimburse Clearing Account
Pica/Medicare: 3/23/18
Payroll - 3/23/18
Coffee/Donuts for Business Meeting - Community Development
Copies of the Shuttle Service Schedule for 2018 - Community Development
Bus Transportation - College Tour - Community Development - 4/1 - 4/6/18
Food: Year Ending Banquet - Community Development

157.78
6,161.86
6,447.98
447.41
5,714.45
47.98
240.00
6,400.00
1,100.00

TOTAL HUD

Christiana T C/F CEI/Firetrust
Christiana Trust as Custodian
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
Debre LLC
Greenbaum, Rowe, Smith & Davis
Greenbaum, Rowe, Smith & Davis
Greenbaum, Rowe, Smith & Davis
Greenbaum, Rowe, Smith & Davis
Greenbaum, Rowe, Smith & Davis
Greenbaum, Rowe, Smith & Davis
Greenbaum, Rowe, Smith & Davis
Home Depot Credit Services
Long Branch Chamber of Commerce
MTAG Cust Ftg Cap Inv NJ13 LLC
Trystone Capital Assets LLC
US Bank Cust PC 4 Firetrust Bk
USBank Cust / Actlien Holding

Tax Sale Premium
Tax Sale Premium
To Reimburse Clearing Account
To Reimburse Clearing Account - Payroll 3/23/18
To Reimburse Clearing Account
Pica/Medicare: 3/23/18
Payroll - 3/23/18
Release of Escrow - Reno #53-18
Professional Services - Mark Built Homes - January 2018
Professional Services - DRA - Long Branch Partners - November - February 2018
Professional Services - Bluffs Development - February 2018
Professional Services - Pax Construction - January - February 2018
Professional Services - DKD - 3rd Avenue Project - January - February 2018
Professional Services - Urgo/Avery Redevelopment - January - February 2018
Professional Services - Stavola Project - January 2018
Professional Services - Pier Village III - January - February 2018
Supplies for Indoor Baseball Mound - Recreation
Rental of Office Space - Community Development - April 2018
Tax Sale Premiums
Tax Sale Premiums
Tax Sale Premium
Tax Sale Premium

5,100.00
26,000.00
17,328.66
24,494.63
41,400.00
532.37
23,962.26
3,034.56
78.00
156.00
234.00
390.00
423.00
704.00
3,315.00
6,240.00
462.65
1,650.00
4,600.00
2,200.00
1,100.00
3,500.00

TOTAL TRUST OTHER

166,509.23

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

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Andrew Clay	Referee for Indoor Youth Soccer - March 2018		280.00
Auto Parts	Miscellaneous Auto Parts - Public Works		2,944.10
Barre Intensity LLC	Certification: Barre Instructor Training Program - Senior Affairs		350.00
Be Our Guest Entertainment	Entertainment: St. Patty's Day Party - Senior Affairs		350.00
Builder's General Supply Co.	Miscellaneous Supplies - Public Works		194.40
Bullet Lock & Safe Co.	Transponder Keys - Public Works		90.00
Cablevision Lightpath	Internet Provider - Administration - February 2018	*	1,500.00
CE Union	Registration - Managing Millennials Conference - Public Works		89.00
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	1,339.45
City of Long Branch Clearing Account	To Reimburse Clearing Account - Payroll 3/23/18	*	62,607.59
City of Long Branch Clearing Account	DCRP Employer Match - March 2018	*	955,599.07
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Comcast Online	Utilities - Internet - March 2018	*	1,849.90
Cooper Electric Supply	Street Lights & Electric Materials - Public Works	*	97.92
Cranbury Custom Lettering Inc.	Repair - Unit 28 - 2014 Dodge Charger - Police		1,168.32
Data-Struction	Paper Shredding Services - Various Departments - 1st Qtr. 2018		235.00
Dunkin' Donuts	Donuts/Coffee for Crossing Guards and Citizens Police Academy - Traffic & Police	*	375.00
Fine Fare	Food for St. Patty's Day Party & End of Season Party - Senior Affairs & Recreation	*	405.81
Ford Motor Credit Co.	Lease/Purchase of Vehicles - Reso. #247-16 - April 2018	*	198.69
Freehold Dodge, Inc.	Vehicle Parts & Repair - Public Works		41,393.12
Freehold Ford Inc.	Vehicle Repair - PD #94 - Public Works		1,389.42
G.F.O.A. of New Jersey	2018 Membership Dues - Finance/Comptroller's Office		194.37
Gabriel's Towing	Towing Service - Public Works		180.00
Gannett Satellite Information	Monthly Legal Ads - January 2018		30.00
Greenbaum, Rowe, Smith & Davis	Professional Services - Thuron Capital - January - February 2018	*	675.25
Greenbaum, Rowe, Smith & Davis	Professional Services - General Redevelopment - January - February 2018	*	291.50
Guardian Tracking LLC	Annual Subscription for Internet Access to Guardian Tracking System - Police		1,007.00
Holman, Frenia, Allison, P.C.	2018 Audit Services - Progress Bill - February		2,970.00
Home Depot Credit Services	Materials for Library Book Boxes - Public Works		15,000.00
Jaeger Lumber	Treated Lumber for Lifeguard Stands - Recreation		63.58
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John Guire Company	Repair Chain Saw - Public Works		26,130.00
			112.56

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

	Pmt. #5
Towing Service - Public Works	170.00
Rental of Office Space - Recreation - April 2018	1,000.00
Food: Wellness/Health Luncheon - Senior Affairs - 3/27/18	44.75
Refund of Dumpster Fee - Reso. #52-18	175.00
Conflict Attorney - November 2017	27.50
Notification of Assessment Cards Mailing - Tax Assessor's Office	3,275.22
2018 Membership Dues - Police	300.00
Hydraulic Hose - Public Works	276.20
Rental of Tennis Courts - Recreation	480.00
General Legal Services - Dixon, William - January - February 2018	2,051.60
Registration - Annual Conference - Recreation - 4/4 - 4/6/18	375.00
Maintenance Services - Public Works	300.00
Removed Refrigerant from Trane Chiller #1 - City Hall Building	400.00
Centerpieces and Giveaways for Valentine's Day Celebration & Wellness Luncheon - Senior Center	526.86
Chemical/Degreaser - Public Works	397.00
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Compressed Air, Cylinder HydroStatic Test & Compressed Oxygen - Fire	354.50
Re-Tread Tires, Casings #Y77933-42 - Public Works	1,731.00
Cameras - Administration	29,325.84
Food - Wellness Luncheon & Lunch n' Learn - Senior Affairs - March 2018	669.43
Pine Sol Cleaner - Public Works	19.98
Rebuild Engine - Sanitation # 30 - Public Works	9,051.40
2018 Membership Dues - Finance/Comptroller's Office	200.00
Fuel Ox - Public Works	360.00
Retrofit Kit for Spreader - Public Works	1,914.88
Food for Wellness Luncheon & St. Patty's Day - Senior Affairs - March 2018	518.00
Shipping - Draeger Equipment - Police	17.15
Miscellaneous Supplies - Public Works	617.95
Utilities - Wireless Service - March 2018	1,475.64
Office Supplies - Various Departments	902.05

TOTAL CURRENT

City of Long Branch Clearing Account			
Greenbaum, Rowe, Smith & Davis			
SHI International Corp.			
To Reimburse Clearing Account			
Professional Services - Pier Design - January - February 2018	*	5,724.00	
Amazon Web Services - March 2018	*	5,724.00	Pmt. #1-2
			6.45

TOTAL CAPITAL

City of Long Branch Clearing Account	To Reimburse Clearing Account	120.19	*
City of Long Branch Clearing Account	To Reimburse Clearing Account - Payroll 3/23/18	4,426.27	*
City of Long Branch Payroll Agency Account	Fica/Medicare: 3/23/18	296.41	*
City of Long Branch Payroll Agency Account	Payroll - 3/23/18	4,129.86	*

* DENOTES PREPAY

“SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Verizon Wireless

Utilities - Wireless Services - March 2018

120.19

TOTAL ANIMAL CONTROL

9,092.92

Builder's General Supply Co.
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
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JAMM Printing
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157.78
6,161.86
6,447.98
447.41
5,714.45
47.98
240.00
6,400.00
1,100.00

TOTAL HUD

26,717.46

Christiana T C/F CE1/Firsttrust
Christiana Trust as Custodian
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
DeBree LLC
Greenbaum, Rowe, Smith & Davis
Greenbaum, Rowe, Smith & Davis
Greenbaum, Rowe, Smith & Davis
Greenbaum, Rowe, Smith & Davis
Greenbaum, Rowe, Smith & Davis
Greenbaum, Rowe, Smith & Davis
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Home Depot Credit Services
Long Branch Chamber of Commerce
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Trystone Capital Assets LLC
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USBank Cust / Actlien Holding

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Tax Sale Premium
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Professional Services - Pax Construction - January - February 2018
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Professional Services - Stavola Project - January 2018
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Tax Sale Premiums
Tax Sale Premiums
Tax Sale Premium
Tax Sale Premium

5,100.00
26,000.00
17,328.66
24,494.63
41,400.00
532.37
23,962.26
3,034.66
78.00
156.00
234.00
390.00
429.00
702.00
3,315.00
6,240.00
462.65
1,650.00
4,600.00
2,200.00
1,100.00
3,500.00

TOTAL TRUST OTHER

166,909.23

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE