

**RESOLUTIONS ADOPTED BY CITY COUNCIL 12-26-18**

R286-18 RESOLUTION ESTABLISHING A GREEN TEAM ADVISORY COMMITTEE

R287-18 RESOLUTION AWARDING BID CONTRACT FOR IMPROVEMENTS TO BRANCHPORT AVENUE PHASE II (FERNANDES CONSTRUCTION COMPANY)

R288-18 RESOLUTION SCHEDULING OF CITY COUNCIL MEETINGS FOR 2019

R289-18 RESOLUTION ACCEPTING DONATION OF ESTHER COHEN

R290-18 RESOLUTION AUTHORIZING APPOINTMENT OF CONFLICT MUNICIPAL COURT JUDGE

R291-18 RESOLUTION 2018 BUDGET APPROPRIATION TRANSFERS

R292-18 RESOLUTION AUTHORIZING CONTRACT FOR HEALTH BENEFITS INSURANCE BROKER SERVICES FOR THE CONTRACT YEAR JANUARY 1, 2019 THROUGH DECEMBER 31, 2019

R293-18 RESOLUTION AUTHORIZING CONTRACT FOR INSURANCE BROKER SERVICES FOR PROPERTY & CASUALTY INSURANCE PROGRAM FOR THE CONTRACT YEAR JANUARY 1, 2019 THROUGH DECEMBER 31, 2019

R294-18 RESOLUTION AUTHORIZING CONTRACT FOR FINANCIAL ADVISORY SERVICES

R295-18 RESOLUTION AUTHORIZING 2019 ANNUAL CONTRACT FOR VETERINARY SERVICES (DR. SCOTT LINICK, LONG BRANCH ANIMAL HOSPITAL)

R296-18 RESOLUTION ESTABLISHING A YEAR END PENALTY OF SIX (6%) PER CENT TO BE CHARGED ON DECEMBER 31<sup>ST</sup> OF EACH YEAR ON DELINQUENCIES IN EXCESS OF \$10,000.00.

R297-18 RESOLUTION AUTHORIZING THE CANCELATION OF TAX OVERPAYMENTS OR DELINQUENT AMOUNTS LESS THAN \$10.00

R298-18 RESOLUTION AUTHORIZING CITY OF LONG BRANCH TO CHARGE TAX SALE COSTS FOR PREPARING AND ADVERTISING TAX SALE LIST

R299-18 RESOLUTION AUTHORIZING THE TAX COLLECTOR TO CONDUCT A TAX LIEN SALE

R300-18 RESOLUTION TO APPOINT TAX SEARCH OFFICER FOR 2019

R301-18 RESOLUTION AUTHORIZING CITY OF LONG BRANCH TO CHARGE A FEE FOR RETURNED CHECKS

R302-18 RESOLUTION ESTABLISHING A YEAR END PENALTY OF SIX (6%) PER CENT TO BE CHARGED ON THIRD PARTY LIENS ON DECEMBER 31<sup>ST</sup> OF EACH YEAR WHEN THE AMOUNT PAID BY THE LIEN HOLDER IS IN EXCESS OF \$10,000.00

R303-18 RESOLUTION AUTHORIZING CITY OF LONG BRANCH TO CHARGE FEE FOR A DUPLICATE TAX SALE CERTIFICATE

R304-18 RESOLUTION SETTING FORTH RATE OF INTEREST TO BE CHARGED ON DELINQUENT TAXES FOR 2019

R305-18 RESOLUTION TO REFUND OVERPAYMENT OF TAXES DUE TO A TAX COURT OF NEW JERSEY JUDGMENT

R306-18 RESOLUTION TO REFUND OVERPAYMENT OF PROPERTY OF TAXES

R307-18 RESOLUTION APPROVAL PAYMENT OF BILLS

R308-18 RESOLUTION APPROVING THE APPOINTMENT OF MORRIS MIZRAHI AS ALTERNATE 1 MEMBER OF THE ZONING BOARD OF ADJUSTMENT

R309-18 RESOLUTION APPROVING THE APPOINTMENT OF THOMAS LITTLE TO THE ZONING BOARD OF ADJUSTMENT

R310-18 RESOLUTION APPROVING THE APPOINTMENT OF LILLIAN GRAUMAN TO THE ZONING BOARD OF ADJUSTMENT

City of Long Branch  
RESOLUTION #186-18

Establishing a Green Team Advisory Committee

WHEREAS, the City Council of the City of Long Branch strives to save tax dollars, assure clean air and water, improve working and living environments to build a community that is sustainable economically, environmentally and socially; a community which would thrive well into the new century; and

WHEREAS, the City Council of the City of Long Branch wishes to build a model of government which benefits our residents now and far into the future with green community initiatives which are easy to replicate and affordable to implement; and

WHEREAS, in an attempt to focus attention on "Green" issues, the City Council wishes to establish a Green Team Advisory Committee (GTAC); and

WHEREAS, the City Council of the City of Long Branch wants to begin the process of focusing on "Green" issues by starting with audits of municipality facilities and operations first.

WHEREAS, the City Council of the City of Long Branch has appropriated "seed money" in their 2019 budget to begin the process of making its operations greener, and more environmentally friendly beginning with energy audits of the City's facilities to pinpoint the most effective ways to reduce energy consumption; and

WHEREAS, solar power, changes to fleet purchasing and maintenance, water quality improvements, and operational changes will all be considered as the Township moves to do their share to lessen the environmental impact of its operations.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch that we do hereby establish a Green Team Advisory Committee consisting of eleven to twenty members who shall be residents or employees of the City of Long Branch, appointed annually, but whose initial term of appointment shall be through December 31, 2020. The GTAC is created with the express purpose of coordinating Long Branch's sustainability efforts. The GTAC will strive to include key municipal staff as well as business owners/operators and residents representing a cross section of our population.

**NOW THEREFORE BE IT FURTHER RESOLVED**, by the City Council of the City of Long Branch that the Mission, Goals and Objectives for the GTA through December 31, 2020 are established as follows:

#### **Mission**

GTAC will motivate and empower people to increase their environmental awareness and stewardship, work to change long term behaviors, and create a greater sense of community while improving quality of life and having fun.

The City of Long Branch Green Team Advisory Committee will advise the Mayor and City Council on ways to improve municipal operations with "Green" initiatives which are economically and environmentally sound through research and evaluation.

#### **Goals**

Leverage the skills, interests and expertise of GT members to develop environmentally friendly plans, implement programs, initiate outreach and provide education that supports a sustainable community.

Submit reports and recommendations to the City of Long Branch as needed or requested.

Review audits of municipal facilities including vehicles and recommend best practices for more sustainable operations.

#### **Objectives**

1. Collaborate with Sustainable Jersey staff, city employees, service providers and other governmental agencies to share resource information and ideas consistent with the Mission of the GTA. Reflect overall demographics of Long Branch in our outreach.
2. Develop strategies for sustainable green initiatives in municipal operations that make practical and financial sense. Encourage participation of all municipal employees to solicit ideas on green initiatives. Mayor and Council are to suggest staff time and effort needed to support GT. Mayor and Council may provide funding as available and necessary.
3. Report annually each September a summary of GT activities and efforts towards evaluating progress and effectiveness toward Sustainable Jersey goals. Identify focus and priorities for upcoming year.

**NOW THEREFORE BE IT FINALLY RESOLVED**, by the City Council of the City of Long Branch that the following persons are hereby appointed to the GTA for the term of

January 1, 2019 through December 31, 2020 and are eligible to serve until replaced through an updated resolution or ordinance:

FIRST NAME	LAST NAME	POSITION	REPRESENTATIVE
Annette	Benanti	Chair	Citizen
Enis	Bengul	Member	Citizen
Kathy	Buchan	Member	Friends of Jackson Woods
Levester	Burnley	Member	Boy Scout Troop #142
Alicia	Cauley	Member	Citizen
Suzan	Cole	Member	Citizen
Donna	D'Alema	Member	Citizen
Mark	Davis	Member	Seventh Avenue Community Garden
Rick	Garlipp	Member	Environmental Commission
Robert	Goodman	Member	City of Long Branch
Janice	Grace	Member	Long Branch Public Library
Harry	Greenwald	Member	Citizen
Maxine	Greenwald	Member	Citizen
Jordan	Holiday	Member	Long Branch Public Library
Joan	Meyers	Member	Citizen
John	Pallone	Member	Mayor of the City of Long Branch
Dom	Perez	Member	St. Brigid's Food Pantry / Sarah's Feast
Christina	Presley	Member	Citizen
Faith	Teitelbaum	Member	Whale Pond Brook Watershed Association
Troy	Todman	Member	Citizen

Agenda and Date Voted: <date of resolution approval>

**CERTIFICATION**

I hereby certify this is a true and exact copy of a resolution adopted by the City Council of the City of Long Branch on <date of resolution approval>.

Kathy Schmelz, Municipal Clerk

344 Broadway, Long Branch, NJ 07740

Phone: 732-222-7000

Website: [www.visitlongbranch.com](http://www.visitlongbranch.com)

OFFERED: Vieira  
SECOND: Dangler  
AYES: 4  
NAYES: 0  
ABSENT: 1-Voost  
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 12-06-18

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 21 DAY OF December 2018

MARY HOSS - Deputy  
MUNICIPAL CLERK, R.M.C.

R# 287-18

**RESOLUTION AWARDING BID  
CONTRACT FOR IMPROVEMENTS TO BRANCHPORT AVENUE  
PHASE II**

**WHEREAS**, the City of Long Branch has the need to contract for Improvements to Branchport Avenue Phase II and;

**WHEREAS**, through a fair and open process, the City has advertised to receive bids on November 27, 2018 for Branchport Avenue Phase II the following bids were received as followed:

	<b>Bid</b>
EARLE ASPHALT	\$520,513.13
BLACK ROCK	\$485,671.99
JADS	\$476,692.45
LANCHA	\$459,039.88
FOIRE	\$530,620.52
FERNANDES	\$399,055.50
S.BATATA	\$532,999.00
MECO	\$511,903.50

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

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

**WHEREAS**, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form attached hereto, that funds for these contracts are available in, **Appro. #G-18-027-401, in the amount of \$260,000.00** **Appro. #C-04-125-601, in the amount of \$139,055.50**, for a Grand Total of **\$399,055.50**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Long Branch, that a contract be awarded to **Fernandes Construction Company** for Branchport Avenue Phase II, in accordance with the bid specifications and proposal, **for a sum not to exceed \$399,055.50**.

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

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATEY L. SCHIELE, 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 12-26-18  
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 26th DAY OF December 2018

*Mary Moss - Deputy*  
MUNICIPAL CLERK, R.M.C.

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

**CERTIFICATION OF CHIEF FINANCIAL OFFICER**

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

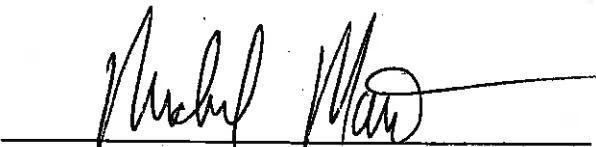
**IMPROVEMENTS TO BRANCHPORT AVENUE PHASE II**

Said contract being made as follows:

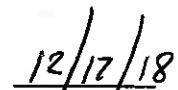
**FERNANDES CONSTRUCTION \$399,055.50**

Said funds being available in the form of:

**APPRO. # G-18-027-401, \$260,000.00 APPRO. # C-04-125-601, \$139,055.50  
FOR A GRAND TOTAL OF \$399,055.50**



Michael Martin, Chief Financial Officer



Date

**LEON S. AVAKIAN, INC. Consulting Engineers**

788 WAYSIDE ROAD • NEPTUNE, NEW JERSEY 07753

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

November 27, 2018

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

**Re: Improvements to Branchport Avenue – Phase II  
City of Long Branch  
Recommendation of Award  
Our file: LB 18-08**

Dear Mr. Spaulding:

Bids were received on Tuesday, November 27, 2018 for above referenced project. Nine (9) contractors purchased bid documents and of those, eight (8) complete bids were received. The base bid amount ranged from a low bid of \$382,345.50 to a high of \$509,949.00. The project also included one (1) alternate and the amount bid with the alternate work ranged from \$399,055.50 to \$532,999.00. If funds are available to include the alternate work, the apparent low bidder remains Fernandes Construction, Inc. The apparent low bid is marked with an asterisk (\*) as shown below:

	<b>Bidders</b>	<b>Base Bid Amount</b>	<b>Alternate Bid Items</b>	<b>Total</b>
1.	Fernandes Construction, Inc. •	\$382,345.50	\$16,650.00	\$399,055.50*
2.	Lancha Construction Corp.	\$435,114.88	\$23,925.00	\$459,039.88
3.	Jads Construction Co. Inc.	\$457,297.45	\$19,395.00	\$476,692.45
4.	Black Rock Enterprises, LLC •	\$458,996.99	\$26,675.00	\$485,671.99
5.	Meco, Inc.	\$485,618.50	\$26,285.00	\$511,903.50
6.	Earle Asphalt •	\$493,813.13	\$26,700.00	\$520,513.13
7.	Fiore Paving Company •	\$500,826.52	\$29,800.00	\$530,620.52
8.	S. Batata Construction, Inc. •	\$509,949.00	\$23,050.00	\$532,999.00
9.	Your Way Construction, Inc.		<b>NO BID</b>	

The references for the low bidder, Fernandes Construction Inc., 25 Stonegate Drive, Monroe NJ 08831, have been checked by this office and found to be satisfactory. We therefore, recommend that a contract be awarded to Fernandes Construction, Inc. in the amount of \$399,055.50 for the base bid and alternate subject to the favorable review of the bid bond by the City Attorney, and the availability of funding to complete the project.

LB 18-08

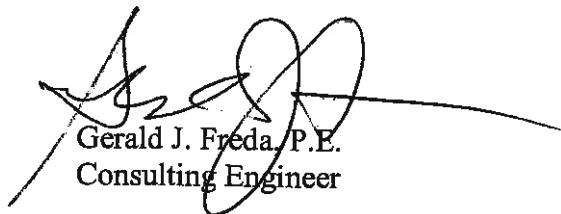
November 27, 2018

Page 2 of 2

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

Very truly yours,

LEON S. AVAKIAN, INC.



Gerald J. Freda, P.E.  
Consulting Engineer

SJA

Enclosure

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

LB/18/18-08

**CITY OF LONG BRANCH**

**RESOLUTION SCHEDULING OF CITY COUNCIL MEETINGS FOR 2019**

**BE IT RESOLVED** by the City Council of the City of Long Branch that they will hold their Council Meetings for the year 2019 as follows:

- January 9<sup>th</sup> and 23rd
- February 13<sup>th</sup> and 27th
- March 13<sup>th</sup> and 27th
- April 10<sup>th</sup> and 24th
- May 8<sup>th</sup> and 22<sup>nd</sup>
- June 12<sup>th</sup> and 26<sup>th</sup>
- July 10<sup>th</sup> and 24<sup>th</sup>
- August 14<sup>th</sup> and 28<sup>th</sup>
- September 11<sup>th</sup> and 25<sup>th</sup>
- October 9<sup>th</sup> and 23<sup>rd</sup>
- November 14<sup>th</sup> (Thursday) and 25<sup>th</sup> (Monday)
- December 11<sup>th</sup> and 23<sup>rd</sup> (Monday)

Workshop & Regular Meetings combined shall open with a Workshop, followed by Executive Session, followed by the Regular meeting to be held on the 2<sup>nd</sup> and 4<sup>th</sup> Wednesday of each month unless otherwise noted / advertised. **PLEASE NOTE NEW TIME: Workshop Sessions begin at 5:30 p.m.** – the public is invited to attend. There is a public portion at the regular meeting.

Special meetings will be sent to the newspapers and posted on the City's website and bulletin boards for the public's information.

**BE IT FURTHER RESOLVED** that the above meetings will be held at Long Branch City Hall, 344 Broadway, second floor, Long Branch, NJ 07740.

MOVED: *Vieira*  
SECONDED: *Dangler*  
AYES: *4*  
NAYES: *0*  
ABSENT: *1 - Voogt*  
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 THIS FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
A RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 12-20-18  
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 21 DAY OF December 2018

*Municipal Clerk, R.M.C.*

*Mary Moss-Deputy*

R# 289-18

## RESOLUTION ACCEPTING DONATION OF ESTHER COHEN

**WHEREAS**, Esther Cohen wishes to donate \$1,531.60 to the City of Long Branch Police Department to be used for the purchase of body armor.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Long Branch that they hereby accept and acknowledge the donation of \$1,531.60 to the City of Long Branch Police Department to be used for the purchase of body armor.

MOVED: *Vivian*  
SECONDED: *Dangler*  
AYES: *4*  
NAYES: *0*  
ABSENT: *1 - Voogt*  
ABSTAIN: *0*

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMID, 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 12-16-18  
IN WITNESS WHEREOF, I HAVE HEREBY SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 12-16-18 DAY OF December 2018

*Kathy Moss - Deputy*  
MUNICIPAL CLERK, R.M.C.

R# 290-18

**RESOLUTION AUTHORIZING APPOINTMENT OF CONFLICT MUNICIPAL  
COURT JUDGES**

**WHEREAS**, there are occasions when the City's Municipal Court Judge must recuse himself from hearing certain matters before the Court, and it is necessary that the City of Long Branch appoint an attorney to serve as Conflict Judge; and

**WHEREAS**, it is the recommendation of the Municipal Court Judge and the Court Administrator that it is in the best interest of the City and the Court to appoint Eugene Melody, Esq. and Frank J. Larocca, Esq. to serve as Conflict Judge; and

**WHEREAS**, the value of this contract does not exceed \$17,500, and therefore is not subject to N.J.S.A. 19:44A-20.5 et seq.; and

**WHEREAS**, all contractors awarded professional service contracts are required to comply with City Ordinance #18-05, and execution of the contract documents and political Contribution Affidavit, annexed hereto, will serve as acknowledgement by Eugene Melody and Frank J. Larocca, on behalf of the firm, that it complies with the Ordinance, and has not made any political contributions that would bar it from being awarded a contract with the City of Long Branch; and

**WHEREAS**, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds from attached hereto, that funds are available for this contract pending approval for the 2019 Temporary Budget, # 9-01-128-202, in the amount not to exceed \$3,000.00; and

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Long Branch, that Eugene Melody and Frank J. Larocca, are hereby appointed as Conflict Judge for the Municipal Court, for the 2019 calendar year, for the sum of \$400.00 per court session, in an amount not to exceed \$3,000.00.

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

BE IT FURTHER RESOLVED, that an executed copy of this Resolution shall be filed with the minutes of the meeting at which this Resolution was approved and a separate copy shall be placed on file by the Secretary as evidence of the Agency's action in this regard.

OFFERED: Vieira  
SECOND: Dangler  
AYES: 4  
NAYES: 0  
ABSENT: I-Voogt  
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 12-26-18  
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 12-26-18 DAY OF December 2018

*Kathy Moss*  
MUNICIPAL CLERK, R.M.C.

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

**CERTIFICATION OF CHIEF FINANCIAL OFFICER**

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

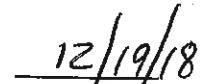
**CONFlict JUDGES**

Said contract being made as follows:

**EUGENE MELODY, FRANK J.LAROCCA, ESQ. \$3,000.00**

Said funds being available in the form of:

**PENDING APPROVAL OF THE 2019 TEMPORARY BUDGET APPRO #9-01-128-202 \$3,000.00**



Date

Michael Martin, Chief Financial Officer

R# 291-18

RESOLUTION  
2018 BUDGET APPROPRIATION TRANSFERS

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

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

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

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

OFFERED: Vieira  
SECOND: Dangler  
AYES: 4  
NAYES: 0  
ABSENT: 1-Voigt  
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 AND DEPRECATE TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 12-26-18  
IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 20 DAY OF December 18

Kathy Hoss MUNICIPAL CLERK, E.M.C.  
Deputy

<u>Account Name</u>		<u>Account Number</u>	<u>TO</u>	<u>FROM</u>
UEZ Administrative	S&W	8-01-093-101		\$ 30,000.00
Natural Gas	O & E	8-01-104-502		\$ 26,000.00
Fire Hydrant Service	O & E	8-01-107-509		\$ 5,000.00
Recyclying/ Waste Disposal	O & E	8-01-057-522		\$ 60,000.00
School Traffic Guards	S&W	8-01-064-101		\$ 8,000.00
Dept of Building and Dev.	S&W	8-01-126-101		\$ 100,000.00
Division of Police	S&W	8-01-062-101		\$ 80,000.00
Police Dispatch	S&W	8-01-063-107		\$ 22,000.00
Office of Planning/ Misc OE	O & E	8-01-127-586		\$ 36,000.00
Bureau of Conservation	S&W	8-01-083-114		\$ 70,000.00
Election Expenses	O & E	8-01-015-236		\$ 25,000.00
				<u><u>\$ 231,000.00</u></u>
				<u><u>\$ 231,000.00</u></u>

Account Name		Account Number	TO	FROM
UEZ Administrative	S&W	8-01-093-101	\$ 30,000.00	
Natural Gas	O & E	8-01-104-502	\$ 26,000.00	
Fire Hydrant Service	O & E	8-01-107-509	\$ 5,000.00	
Recyclng/ Waste Disposal	O & E	8-01-057-522	\$ 60,000.00	
School Traffic Guards	S&W	8-01-064-101	\$ 8,000.00	
Dept of Building and Dev.	S&W	8-01-126-101	\$ 100,000.00	
Division of Police	S&W	8-01-062-101	\$ 80,000.00	
Police Dispatch	S&W	8-01-063-107	\$ 22,000.00	
Office of Planning/ Misc OE	O & E	8-01-127-586	\$ 36,000.00	
Bureau of Conservation	S&W	8-01-083-114	\$ 70,000.00	
Election Expenses	O & E	8-01-015-236	\$ 25,000.00	
			<u>\$ 231,000.00</u>	<u>\$ 231,000.00</u>

**RESOLUTION AUTHORIZING CONTRACT FOR HEALTH BENEFITS  
INSURANCE BROKER SERVICES FOR THE CONTRACT YEAR  
JANUARY 1, 2019 THROUGH DECEMBER 31, 2019**

**WHEREAS**, the City of Long Branch has the need to contract with firms to provide Health Benefits Insurance Broker Services for projects and matters that may arise during the contract year of January 1, 2019 through December 31, 2019, and has determined that it would be in the City's best interest to establish a pre-approved pool of qualified Health benefits Insurance Broker Services from which to award contracts; and

**WHEREAS**, the City, through a Fair and Open Process, advertised on its website and our home newspaper the solicitation for receipt of qualifications from Health Benefits Insurance Broker Services firms for said services, publicly opened and read on November 7, 2018 and the following firms submitted a qualifications proposal:

**Insurance Office of America (IOA)  
Acrisure  
Brown & Brown  
Fairview Insurance Agency**

**WHEREAS**, the qualification submissions were reviewed by the Risk Manager, CFO and Purchasing Agent, and it would be in the City's best interest to award open-ended contracts for such Health Benefits, Insurance Broker Services as the City may require during the coming contract year; and

**WHEREAS**, all contractors awarded professional services contracts are required to comply with City Ordinance #18-05, and by execution of the contract documents and Political Contribution Affidavit each firm acknowledges that it complies with the Ordinance, and has not made any political contributions that would bar it from being awarded a contract with the City of Long Branch; and

**WHEREAS**, in accordance with Local Public Contracts Law, the City may award open-ended contracts to these firms, based upon availability of funds, with the provision of certification of funds provided by issuance of a Purchase order prior to any work being assigned or performed.

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Long Branch hereby, awards open-ended contract(s) to the following firm(s):

**FAIRVIEW INSURANCE AGENCY**

For Health Benefits Insurance Broker Services as may be required by the City during the contract year from January 1, 2019 through December 31, 2019, **paid in quarterly payments of \$6,000 not to exceed \$24,000. Broker will receive the standard commissions for the Dental, Life and Vision Benefits.**

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

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH

I, EMILY L. SCHMID, 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 12-01-18

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 12 DAY OF December 2018

Mary Moss MUNICIPAL CLERK, R.M.C.

City Of Long Branch  
Request for Proposal for Professional Service Contract  
Insurance Broker Services ✓

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**10. Cost proposal for all services needed.**

Fairview Insurance Agency Associates, Inc. proposes the following fees for servicing the City of Long Branch

\$2,000.00 (two-thousand dollars) per month for Medical and Prescription benefits, and standard commission for Dental and Vision Benefits.

If we remove the City's Medical and Prescription Benefits from the State Health Benefits Program, we will waive the above-stated fee and collect standard commission for all lines of coverage.

AGREEMENT  
BETWEEN:

**CITY OF LONG BRANCH**  
**344 Broadway**  
**Long Branch, NJ 07740**

Hereinafter called the CITY

AND

**FAIRVIEW INSURANCE AGENCY**  
**25 FAIRVIEW AVENUE**  
**VERONA, NJ 07044**

**WITNESSETH:**

**WHEREAS**, the City of Long Branch is desirous of retaining **FAIRVIEW INSURANCE AGENCY** to provide services regarding Health Benefits Insurance Broker Services in accordance with the proposal attached hereto; and

**NOW, THEREFORE**, in consideration for the execution of this Agreement and the supplying of services hereunder, the parties agree as follows:

1. This contract is awarded as an open-ended contract. During the term of the contract, a purchase order will be issued, with a not to exceed value, to authorize work for specific matters. No services are to be provided by the contractor prior to the date of the purchase order; further, the contractor may not provide services, nor bill for services, for costs exceeding the amount of the purchase order. It is the Contractor's responsibility to notify the City prior to providing services if there are insufficient funds left on a specific purchase order, and the insure that an amended or new purchase order has been issued by the City.

Contractor is required to bill for services on a monthly basis, at hourly rates as specified in its proposal. Bills are to be forwarded to the City Finance Office no later than twenty-one calendar days after the end of the calendar month, or the date of the contractor's monthly billing cycle.

2. **FAIRVIEW INSURANCE AGENCY** agrees to provide services.
3. Contractor will submit billing and vouchers on a monthly basis.

4. The term of said contract shall be to December 31, 2019.
5. The City will not honor any of your invoices that exceed the contract amount unless, prior to you or your firm exceeding that amount you notify the City so that an amendment to your contract can be considered by the Mayor and Council, and, if appropriate, approved.

Due to the number of professional service contractors the City deals with, it is important for each contractor to recognize the limit of their contract, and advise the City Administrator, Chief Financial Officer and City Attorney of the need to continue service with an amendment to the contract.

The Administrator, Chief Financial Officer and Attorney would then make the appropriate recommendation to the City Council based upon the facts and circumstances, as they exist at that time.

However, please understand that this application must be made in advance of providing any services the cost of which would exceed the contract amount, and only after having an amended contract approved by resolution of City Council will you be authorized to proceed.

6. The Contractor certifies it complies with Affirmative Action regulations. During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer, setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to NJSA 10:5-36 et. seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with NJAC 17:275.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to NJSA 17:275.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principals of job related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable federal law and applicable federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, down grading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the state of New Jersey, and applicable federal law and applicable Federal court decisions.

The contractor and its subcontract shall furnish such reports or other documents to the Division of contract compliance and EEO as maybe requested by the office from time to time in order to carry out the purposes of these regulations, and public agency shall furnish information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to subchapter 10 of the administrative code of NJAC17:27.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with the contracting agency. Information of the law and its requirements is

available by calling (609) 292-9292.

7. The City shall publish notice of said award of this agreement in the legal ad section of its official newspaper, and shall have on file for public inspection a copy of this contract and authorizing resolution as prescribed by law.

8. "The contractor, in executing this contract document, acknowledges that it complies with City Ordinance # 18-05, annexed hereto, and New Jersey ELEC laws, rules and regulations, and has not given any political contribution that would bar it from being awarded this contract."

9. Contractor is advised that the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement commission pursuant to N.J.S.A. 19:44A-20.3 (P .L. 205, c, 271, s.3), if the contractor receives contracts in excess of \$50,000 from public Entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

10. This Contract shall be binding upon the City has caused this instrument to be signed by JOHN PALLONE, MAYOR attested by KATHY L. SCHMELZ, CLERK and the Municipal Seal to be hereunto affixed and the CONTRACTOR hereunto set their hand and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above mentioned.

ATTEST:

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Kathy L. Schmelz, City Clerk

CITY OF LONG BRANCH

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John Pallone, Mayor

ATTEST:

---

BY:

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FAIRVIEW INSURANCE AGENCY

**RESOLUTION AUTHORIZING CONTRACT FOR INSURANCE BROKER SERVICES FOR  
PROPERTY & CASUALTY INSURANCE PROGRAM FOR THE CONTRACT YEAR  
JANUARY 1, 2019 THROUGH DECEMBER 31, 2019**

**WHEREAS**, the City of Long Branch has the need to contract with firms to provide Property & Casualty Insurance Broker Services for projects and matters that may arise during the contract year of January 1, 2019 through December 31, 2019, and has determined that it would be in the City's best interest to establish a pre-approved pool of qualified Property & Casualty Insurance Broker Services from which to award contracts; and

**WHEREAS**, the City, through a Fair and Open Process, advertised on its website and our home newspaper the solicitation for receipt of qualifications from Property & Casualty Insurance Broker Services firms for said services, publicly opened and read on November 7, 2018 and the following firms submitted a qualifications proposal:

**Insurance Office of America (IOA)  
Acrisure  
Fairview Insurance Agency**

**WHEREAS**, the qualification submissions were reviewed by the Risk Manager, CFO and Purchasing Agent, and it would be in the City's best interest to award open-ended contracts for such Property & Casualty, Insurance Broker Services as the City may require during the coming contract year; and

**WHEREAS**, all contractors awarded professional services contracts are required to comply with City Ordinance #18-05, and by execution of the contract documents and Political Contribution Affidavit each firm acknowledges that it complies with the Ordinance, and has not made any political contributions that would bar it from being awarded a contract with the City of Long Branch; and

**WHEREAS**, in accordance with Local Public Contracts Law, the City may award open-ended contracts to these firms, based upon availability of funds, with the provision of certification of funds provided by issuance of a Purchase order prior to any work being assigned or performed.

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Long Branch hereby, awards open-ended contract(s) to the following firm(s):

**FAIRVIEW INSURANCE AGENCY**

For Property & Casualty Insurance Broker Services as may be required by the City during the contract year from January 1, 2019 through December 31, 2019, not to exceed the rates of the **Statewide Joint Insurance Fund**.

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

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHLEZ, 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 12-26-78

IN WITNESS WHEREOF, I HAVE HEREBY SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 12-27-78 DAY OF December, 20 78

*Kathy Moss* MUNICIPAL CLERK, R.M.C.

AGREEMENT  
BETWEEN:

**CITY OF LONG BRANCH**  
**344 Broadway**  
**Long Branch, NJ 07740**

Hereinafter called the CITY

AND

**FAIRVIEW INSURANCE AGENCY**  
**25 FAIRVIEW AVENUE**  
**VERONA, NJ 07044**

**WITNESSETH:**

**WHEREAS**, the City of Long Branch is desirous of retaining **FAIRVIEW INSURANCE AGENCY** to provide services regarding **Property & Casualty Insurance Broker Services** in accordance with the proposal attached hereto; and

**NOW, THEREFORE**, in consideration for the execution of this Agreement and the supplying of services hereunder, the parties agree as follows:

1. This contract is awarded as an open-ended contract. During the term of the contract, a purchase order will be issued, with a not to exceed value, to authorize work for specific matters. No services are to be provided by the contractor prior to the date of the purchase order; further, the contractor may not provide services, nor bill for services, for costs exceeding the amount of the purchase order. It is the Contractor's responsibility to notify the City prior to providing services if there are insufficient funds left on a specific purchase order, and to insure that an amended or new purchase order has been issued by the City.

Contractor is required to bill for services on a monthly basis, at hourly rates as specified in its proposal. Bills are to be forwarded to the City Finance Office no later than twenty-one calendar days after the end of the calendar month, or the date of the contractor's monthly billing cycle.

2. **FAIRVIEW INSURANCE AGENCY** agrees to provide **Property & Casualty Insurance Broker Services**.

3. Contractor will submit billing and vouchers on a monthly basis.
4. The term of said contract shall be to December 31, 2019.
5. The City will not honor any of your invoices that exceed the contract amount unless, prior to you or your firm exceeding that amount you notify the City so that an amendment to your contract can be considered by the Mayor and Council, and, if appropriate, approved.

Due to the number of professional service contractors the City deals with, it is important for each contractor to recognize the limit of their contract, and advise the City Administrator, Chief Financial Officer and City Attorney of the need to continue service with an amendment to the contract.

The Administrator, Chief Financial Officer and Attorney would then make the appropriate recommendation to the City Council based upon the facts and circumstances, as they exist at that time.

However, please understand that this application must be made in advance of providing any services the cost of which would exceed the contract amount, and only after having an amended contract approved by resolution of City Council will you be authorized to proceed.

6. The Contractor certifies it complies with Affirmative Action regulations. During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer, setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without

regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to NJSA 10:5-36 et. seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with NJAC 17:275.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to NJSA 17:275.2.

The contractor or subcontractor agrees to inform in writing it's appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principals of job related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable federal law and applicable federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, down grading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the state of New Jersey, and applicable federal law and applicable Federal court decisions.

The contractor and its subcontract shall furnish such reports or other documents to the Division of contract compliance and EEO as maybe requested by the office from time to time in order to carry out the purposes of these regulations, and public agency shall furnish information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to subchapter 10 of the administrative code of NJAC17:27.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty or \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract

with the contracting agency. Information of the law and its requirements is available by calling (609) 292-9292.

7. The City shall publish notice of said award of this agreement in the legal ad section of its official newspaper, and shall have on file for public inspection a copy of this contract and authorizing resolution as prescribed by law.

8. "The contractor, in executing this contract document, acknowledges that it complies with City Ordinance # 18-05, annexed hereto, and New Jersey ELEC laws, rules and regulations, and has not given any political contribution that would bar it from being awarded this contract."

9. Contractor is advised that the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement commission pursuant to N.J.S.A. 19:44A-20.3 (P .L. 205, c, 271, s.3), if the contractor receives contracts in excess of \$50,000 from public Entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

10. This Contract shall be binding upon the City has caused this instrument to be signed by JOHN PALLONE, MAYOR attested by KATHY L. SCHMELZ, CLERK and the Municipal Seal to be hereunto affixed and the CONTRACTOR hereunto set their hand and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above mentioned.

ATTEST:

CITY OF LONG BRANCH

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Kathy L. Schmelz, City Clerk

---

John Pallone, Mayor

ATTEST:

BY:

---

FAIRVIEW INSURANCE AGENCY

R# 294-18

## RESOLUTION AUTHORIZING CONTRACT FOR FINANCIAL ADVISORY SERVICES

**WHEREAS**, THE City of Long Branch has the need to retain the services of a firm(s) to provide financial advisory consultant services relative to the field of public finance; and

**WHEREAS**, the City, through a Fair and Open Process, has advertised on its website and newspapers the solicitation of proposals for said services, received and opened in public on November 7, 2018, and proposals were received from the following firms:

**Phoenix Advisors, LLC**  
**NW Financial Group**  
**Acacia Financial Group, Inc.**

**WHEREAS**, the qualification submissions were reviewed by the Chief Financial Officer and Purchasing Agent and it was their recommendation that it would be in the City's best interest to include the firm(s) of **Phoenix Advisors, LLC, NW Financial Group** to provide financial consulting services and award open-ended contracts for said services for the coming year ; and

**WHEREAS**, all contractors awarded professional service contracts are required to comply with City Ordinance #18-05, and execution of the contract documents, annexed hereto, will serve as acknowledgement by **Phoenix Advisors, LLC, NW Financial Group** that it complies with the Ordinance, and has not made any political contributions that would bar it from being awarded a contract with the City of Long Branch; and

**WHEREAS**, this contract is issued as an open-ended contract with certification of funds provided during the contract year by issuance of a Purchase Order at the time of need for services, based upon availability of City funds.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Long Branch hereby authorizes an open-ended contract(s) with **Phoenix Advisors, LLC, NW Financial Group** for financial consultant services, in accordance with the Request for Qualifications, proposal, and contract annexed hereto, for the term of January 1, 2019 through December 31, 2019.

**BE IT FURTHER RESOLVED** that the Mayor and Clerk are hereby authorized to execute any and all necessary documents pursuant to said contract, and, based upon request of the Department of Finance and availability of funds, the Purchasing Agent is authorized to issue purchase orders for the various matters covered under this contract.

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH

I, KATHY L. SCHMID, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 11-26-18

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 27th DAY OF November 2018

Mary Moss MUNICIPAL CLERK, L.M.C.

## APPENDIX 1. COMPENSATION

For financial advisory services rendered in connection with the sale of bonds and notes, NW Financial proposes to be compensated based on the following schedule:

**1. Notes:**

For the issuance of general obligation note(s) in an amount up to \$15,000,000, NW Financial proposes to be compensated a flat fee of \$5,000. For the issuance of general obligation note(s) in an amount over \$15,000,000, NW Financial proposes to be compensated a flat fee of \$10,000. This amount shall be payable at the closing of the proposed note issuance. NW Financial will not invoice unless the note issuance is finalized and closed.

**2. Bonds:**

For the issuance of general obligation bonds and/or refunding bonds, NW Financial proposes to be compensated \$1/bond with a minimum of \$10,000. This amount shall be payable at the closing of the proposed bond issuance. NW Financial will not invoice unless the bond issuance is finalized and closed.

**3. Continuing Disclosure Services:**

NW Financial proposes to provide continuing disclosure services at the hourly rates noted below.

**4. Consulting:**

For general consulting services provided on projects other than the sale of bonds or notes, NW's compensation will be based upon the following hourly rates. Invoices will be forwarded monthly with a compilation of hours expended and tasks.

<u>Position</u>	<u>Hourly Rate (\$/hour)</u>
Principal	\$225
Managing Director	\$200
Senior Vice President	\$190
Vice President	\$180
Associate	\$160





**Cost Analysis - Submitters should submit a cost analysis which would include any proposed retainer, the services to be provided for the retainer, if services will be provided at a flat rate, if all or any services will be billed through hourly rates and what are established rate(s). The City does not provide payment for or reimbursement for travel expenses.**

**Transaction Compensation**  
**Phoenix Advisors, LLC**

Phoenix Advisors, LLC's value-added services and our work as an SEC and MSRB-registered municipal advisor in the structuring, issuance, and management of long-term and short-term financing, save you time, effort and, importantly, cost. Further, our debt management advice will position you to plan appropriately for future market access.

Our services, outlined in the enclosed scope of services, encompass the full life cycle of your financing -- from early planning, to public or third-party approval, to rating agency strategy, to development of your offering documents, to closing and post-issuance requirements. When you have retained Phoenix Advisors, you have enlisted an experienced, independent municipal advisor with a fiduciary duty to put your interests first in all matters relating to our engagement.

Phoenix Advisors' compensation is typically **all-inclusive**. We do **not** charge for out-of-pocket expenses, fees for travel time, or attendance at meetings unless specifically delineated. Out-of-pocket expenses are always difficult for a client to monitor and can ultimately be significant, so this is an important and beneficial feature of Phoenix Advisors' compensation arrangement. Third party charges paid through Phoenix Advisors are relayed at our cost. This regularly results in cost savings to clients due to our volume pricing discounts. Moreover, any costs associated with an issuance are customarily built into the issuance and are not current budget expenses for the issuer.

We work toward long, enduring relationships with our clients, and, therefore, collect our debt issuance fee only after the financing closes, unless specifically stated otherwise.

The compensation for municipal advisory services relating to this engagement, which are unchanged from last year and will not be exceeded without prior notification to you, is:

- Bond Issuance:
  - \$9,500 plus \$0.50 per \$1,000 issued<sup>1</sup>
- Note Issuance:
  - \$1,500 plus \$0.20 per \$1,000 issued<sup>1</sup>
- Hourly rates<sup>2</sup>:
  - Chief Executive Officer \$175 per hour
  - Senior Managing Director/Managing Director/Director \$150 per hour
  - Associate/Analyst \$ 90 per hour

<sup>1</sup> Per transaction.

<sup>2</sup> Hourly rates are only if applicable for specialized work outside of a bond or note issuance.

AGREEMENT  
BETWEEN:

**CITY OF LONG BRANCH  
344 Broadway  
Long Branch, NJ 07740**

Hereinafter called the CITY

AND

**PHOENIX ADVISORS, LLC  
4 WEST PARK STREET  
BORDENTOWN, NJ 08505**

**WITNESSETH:**

**WHEREAS**, the City of Long Branch is desirous of retaining PHOENIX ADVISORS, LLC to provide services regarding Financial Advisory Consulting Services in accordance with the proposal attached hereto; and

**NOW, THEREFORE**, in consideration for the execution of this Agreement and the supplying of services hereunder, the parties agree as follows:

1. This contract is awarded as an open-ended contract. During the term of the contract, a purchase order will be issued, with a not to exceed value, to authorize work for specific matters. No services are to be provided by the contractor prior to the date of the purchase order; further, the contractor may not provide services, nor bill for services, for costs exceeding the amount of the purchase order. It is the Contractor's responsibility to notify the City prior to providing services if there are insufficient funds left on a specific purchase order, and to insure that an amended or new purchase order has been issued by the City.

Contractor is required to bill for services on a monthly basis, at hourly rates as specified in its proposal. Bills are to be forwarded to the City Finance Office no later than twenty-one calendar days after the end of the calendar month, or the date of the contractor's monthly billing cycle.

2. PHOENIX ADVISORS, LLC agrees to provide services.
3. Contractor will submit billing and vouchers on a monthly basis.

4. The term of said contract shall be to December 31, 2019.
5. The City will not honor any of your invoices that exceed the contract amount unless, prior to you or your firm exceeding that amount you notify the City so that an amendment to your contract can be considered by the Mayor and Council, and, if appropriate, approved.

Due to the number of professional service contractors the City deals with, it is important for each contractor to recognize the limit of their contract, and advise the City Administrator, Chief Financial Officer and City Attorney of the need to continue service with an amendment to the contract.

The Administrator, Chief Financial Officer and Attorney would then make the appropriate recommendation to the City Council based upon the facts and circumstances, as they exist at that time.

However, please understand that this application must be made in advance of providing any services the cost of which would exceed the contract amount, and only after having an amended contract approved by resolution of City Council will you be authorized to proceed.

6. The Contractor certifies it complies with Affirmative Action regulations. During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer, setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to NJSA 10:5-36 et. seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with NJAC 17:275.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to NJSA 17:275.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principals of job related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable federal law and applicable federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, down grading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the state of New Jersey, and applicable federal law and applicable Federal court decisions.

The contractor and its subcontract shall furnish such reports or other documents to the Division of contract compliance and EEO as maybe requested by the office from time to time in order to carry out the purposes of these regulations, and public agency shall furnish information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to subchapter 10 of the administrative code of NJAC17:27.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty or \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with the contracting agency. Information of the law and its requirements is

available by calling (609) 292-9292.

7. The City shall publish notice of said award of this agreement in the legal ad section of its official newspaper, and shall have on file for public inspection a copy of this contract and authorizing resolution as prescribed by law.

8. "The contractor, in executing this contract document, acknowledges that it complies with City Ordinance # 18-05, annexed hereto, and New Jersey ELEC laws, rules and regulations, and has not given any political contribution that would bar it from being awarded this contract."

9. Contractor is advised that the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement commission pursuant to N.J.S.A. 19:44A-20.3 (P .L. 205, c, 271, s.3), if the contractor receives contracts in excess of \$50,000 from public Entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

10. This Contract shall be binding upon the City has caused this instrument to be signed by JOHN PALLONE, MAYOR attested by KATHY L. SCHMELZ, CLERK and the Municipal Seal to be hereunto affixed and the CONTRACTOR hereunto set their hand and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above mentioned.

ATTEST:

---

Kathy L. Schmelz, City Clerk

CITY OF LONG BRANCH

---

John Pallone, Mayor

ATTEST:

---

BY:

---

PHOENIX ADVISORS, LLC

AGREEMENT  
BETWEEN:

**CITY OF LONG BRANCH**  
**344 Broadway**  
**Long Branch, NJ 07740**

Hereinafter called the CITY

AND

**NW FINANCIAL GROUP, LLC**  
**2 HUDSON PLACE 3<sup>RD</sup> FLOOR**  
**HOBOKEN, NJ 07030**

**WITNESSETH:**

**WHEREAS**, the City of Long Branch is desirous of retaining NW FINANCIAL GROUP, LLC to provide services regarding Financial Advisory Consulting Services in accordance with the proposal attached hereto; and

**NOW, THEREFORE**, in consideration for the execution of this Agreement and the supplying of services hereunder, the parties agree as follows:

1. This contract is awarded as an open-ended contract. During the term of the contract, a purchase order will be issued, with a not to exceed value, to authorize work for specific matters. No services are to be provided by the contractor prior to the date of the purchase order; further, the contractor may not provide services, nor bill for services, for costs exceeding the amount of the purchase order. It is the Contractor's responsibility to notify the City prior to providing services if there are insufficient funds left on a specific purchase order, and the insure that an amended or new purchase order has been issued by the City.

Contractor is required to bill for services on a monthly basis, at hourly rates as specified in its proposal. Bills are to be forwarded to the City Finance Office no later than twenty-one calendar days after the end of the calendar month, or the date of the contractor's monthly billing cycle.

2. NW FINANCIAL GROUP, LLC agrees to provide services.
3. Contractor will submit billing and vouchers on a monthly basis.

4. The term of said contract shall be to December 31, 2019.
5. The City will not honor any of your invoices that exceed the contract amount unless, prior to you or your firm exceeding that amount you notify the City so that an amendment to your contract can be considered by the Mayor and Council, and, if appropriate, approved.

Due to the number of professional service contractors the City deals with, it is important for each contractor to recognize the limit of their contract, and advise the City Administrator, Chief Financial Officer and City Attorney of the need to continue service with an amendment to the contract.

The Administrator, Chief Financial Officer and Attorney would then make the appropriate recommendation to the City Council based upon the facts and circumstances, as they exist at that time.

However, please understand that this application must be made in advance of providing any services the cost of which would exceed the contract amount, and only after having an amended contract approved by resolution of City Council will you be authorized to proceed.

6. The Contractor certifies it complies with Affirmative Action regulations. During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer, setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to NJSA 10:5-36 et. seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with NJAC 17:275.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to NJSA 17:275.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principals of job related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable federal law and applicable federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, down grading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the state of New Jersey, and applicable federal law and applicable Federal court decisions.

The contractor and its subcontract shall furnish such reports or other documents to the Division of contract compliance and EEO as maybe requested by the office from time to time in order to carry out the purposes of these regulations, and public agency shall furnish information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to subchapter 10 of the administrative code of NJAC17:27.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with the contracting agency. Information of the law and its requirements is

available by calling (609) 292-9292.

7. The City shall publish notice of said award of this agreement in the legal ad section of its official newspaper, and shall have on file for public inspection a copy of this contract and authorizing resolution as prescribed by law.

8. "The contractor, in executing this contract document, acknowledges that it complies with City Ordinance # 18-05, annexed hereto, and New Jersey ELEC laws, rules and regulations, and has not given any political contribution that would bar it from being awarded this contract."

9. Contractor is advised that the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement commission pursuant to N.J.S.A. 19:44A-20.3 (P .L. 205, c, 271, s.3), if the contractor receives contracts in excess of \$50,000 from public Entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

10. This Contract shall be binding upon the City has caused this instrument to be signed by JOHN PALLONE, MAYOR attested by KATHY L. SCHMELZ, CLERK and the Municipal Seal to be hereunto affixed and the CONTRACTOR hereunto set their hand and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above mentioned.

ATTEST:

---

Kathy L. Schmelz, City Clerk

CITY OF LONG BRANCH

---

John Pallone, Mayor

ATTEST:

---

BY:

---

NW FINANCIAL GROUP, LLC

R# 295-18

## **RESOLUTION AUTHORIZING 2019 ANNUAL CONTRACT FOR VETERINARY SERVICES**

**WHEREAS**, the City of Long Branch has the need to provide for veterinary services in conjunction with its Animal Control Program, and has recommended that, in order to provide services on a 24/7 basis, the City contract with a veterinary hospital; and

**WHEREAS**, the City Director of Health has recommended that an annual contract be authorized to Dr. Scott Linick, DVM, of Long Branch Animal Hospital as the City's veterinarian; in accordance with the fee schedules annexed hereto; and

**WHEREAS**, additionally, the City requires the services of a veterinarian for care of the Police Department K-9 unit, and the Police Chief has indicated the desire to have the necessary services provided by Dr. Scott Linick of Long Branch Animal Hospital; and

**WHEREAS**, in accordance with N.J.S.A. 40A:11-5(1) (a) (i), the local units of government may award a contract for professional services without publicly advertising for bids; and

**WHEREAS**, the maximum value of this contract is \$17,000, and therefore not subject to N.J.S.A. 19:44A-20.5 et seq.; and

**WHEREAS**, all contractors awarded professional service contracts are required to comply with City Ordinance #18-05, and execution of the contract documents and the Political Contribution Affidavit will serve as acknowledgement by Long Branch Animal Hospital and that they comply with the Ordinance, and have not made any political contributions that would bar them from being awarded a contract with the City of Long Branch; and

**WHEREAS**, these contracts are being awarded as open-ended contracts and during the contract year certification of funds will be provided by issuance of a Purchase Order at the time of need for services, and based upon availability of funds.

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

**Dr. Scott Linick, DVM, of Long Branch Animal Hospital**, for an open-ended annual contract for veterinary services as required by the City's Animal Control Program and veterinary care for the Long Branch Police Department K-9 unit during calendar year 2019, in accordance with the terms and conditions of the proposal and contract annexed hereto.

**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 City Clerk shall cause notice of award of these contracts to be advertised in accordance with law.

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMID, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 11-16-10  
IN WITNESS WHEREOF, I HAVE HERUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 17th DAY OF December, 2010  
*Mary Moss*  
MUNICIPAL CLERK, R.M.C.

AGREEMENT  
BETWEEN:

**CITY OF LONG BRANCH  
344 Broadway  
Long Branch, NJ 07740**

Hereinafter called the CITY

AND

**Long Branch Animal Hospital  
Dr. Scott Linick, DVM  
224 Second Avenue  
Long Branch, NJ 07740**

**WITNESSETH:**

**WHEREAS**, the City of Long Branch is desirous of retaining Long Branch Animal Hospital for veterinary services for the year ending December 31, 2019 in accordance with the proposal attached hereto; and

**NOW, THEREFORE**, in consideration for the execution of this Agreement and the supplying of services hereunder, the parties agree as follows:

1. This contract is awarded as an open-ended contract. During the term of the contract, a purchase order will be issued, with a not to exceed value, to authorize work for specific matters. No services are to be provided by the contractor prior to the date of the purchase order; further, the contractor may not provide services, nor bill for services, for costs exceeding the amount of the purchase order. It is the Contractor's responsibility to notify the City prior to providing services if there are insufficient funds left on a specific purchase order, and to insure that an amended or new purchase order has been issued by the City.

Contractor is required to bill for services on a monthly basis, at hourly rates as specified in its proposal. Bills are to be forwarded to the City Finance Office no later than twenty-one calendar days after the end of the calendar month, or the date of the contractor's monthly billing cycle.

2. Long Branch Animal Hospital agrees to provide **Veterinary** services.

3. Contractor will submit billing and vouchers on a monthly basis.
4. The term of said contract shall be to December 31, 2019.
5. The City will not honor any of your invoices that exceed the contract amount unless, prior to you or your firm exceeding that amount you notify the City so that an amendment to your contract can be considered by the Mayor and Council, and, if appropriate, approved.

Due to the number of professional service contractors the City deals with, it is important for each contractor to recognize the limit of their contract, and advise the City Administrator, Director of Health and City Attorney of the need to continue service with an amendment to the contract.

The Administrator, Director of Health and Attorney would then make the appropriate recommendation to the City Council based upon the facts and circumstances, as they exist at that time.

However, please understand that this application must be made in advance of providing any services the cost of which would exceed the contract amount, and only after having an amended contract approved by resolution of City Council will you be authorized to proceed.

6. The Contractor certifies it complies with Affirmative Action regulations. During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer, setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without

regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to NJSA 10:5-36 et. seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with NJAC 17:275.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to NJSA 17:275.2.

The contractor or subcontractor agrees to inform in writing it's appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principals of job related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable federal law and applicable federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, down grading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the state of New Jersey, and applicable federal law and applicable Federal court decisions.

The contractor and its subcontract shall furnish such reports or other documents to the Division of contract compliance and EEO as maybe requested by the office from time to time in order to carry out the purposes of these regulations, and public agency shall furnish information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to subchapter 10 of the administrative code of NJAC17:27.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty or \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract

with the contracting agency. Information of the law and its requirements is available by calling (609) 292-9292.

7. The City shall publish notice of said award of this agreement in the legal ad section of its official newspaper, and shall have on file for public inspection a copy of this contract and authorizing resolution as prescribed by law.

8. "The contractor, in executing this contract document, acknowledges that it complies with City Ordinance # 18-05, annexed hereto, and New Jersey ELEC laws, rules and regulations, and has not given any political contribution that would bar it from being awarded this contract."

9. Contractor is advised that the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement commission pursuant to N.J.S.A. 19:44A-20.3 (P.L. 205, c. 271, s.3), if the contractor receives contracts in excess of \$50,000 from public Entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

10. This Contract shall be binding upon the City has caused this instrument to be signed by JOHN PALLONE, MAYOR attested by KATHY L. SCHMELZ, CLERK and the Municipal Seal to be hereunto affixed and the CONTRACTOR hereunto set their hand and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above mentioned.

ATTEST:

---

Kathy L. Schmelz, City Clerk

CITY OF LONG BRANCH

---

JOHN PALLONE, Mayor

ATTEST:

---

BY:

---

Long Branch Animal Hospital



224 2<sup>nd</sup> Ave Long Branch, NJ 07740

732-571-4100

## 2019 Pricing

Office Visit - \$79.00

Emergency visit after hours- \$180.00

Injections (each) - \$60.00

Hospitalization (per day) - \$75.00

Fluid Therapy (shock) - \$150.00

Radiographs (2) - \$226.50

Surgery Fees (per hour) - \$250.00

Rabies clinic services (per hour) - \$200.00

Cremation fees (under 30lbs) - \$115.00

Cremation fees (over 30lbs) - \$135.00

Any other charges will be customary fees

R# 296-18

**RESOLUTION ESTABLISHING A YEAR END  
PENALTY OF SIX (6%) PER CENT TO  
BE CHARGED ON DECEMBER 31st OF EACH YEAR  
ON DELINQUENCIES IN EXCESS OF \$10,000.00**

**WHEREAS**, NJSA 54:4-67 permits the governing body of each municipality to fix the rate of interest to be charged for non-payment of taxes or assessments subject to any abatement of discount for the late payment of taxes as provided by law; and

**WHEREAS**, NJSA 54:4-67 permits the governing body to fix a penalty of 6% to be charged to a taxpayer with a delinquency in excess of \$10,000.00 who fails to pay that delinquency prior to the end of the fiscal year. The penalty so fixed shall not exceed 6% of the amount of the delinquency with respect to each most recent fiscal year only.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Long Branch that the Tax Collector has the authority to fix a 6% year end penalty to all delinquencies in excess of \$10,000.00 that have not been paid prior to the end of the fiscal year and, to become effective immediately.

OFFERED: Viera  
SECOND: Dangler  
AYES: 4  
NAYES: 0  
ABSENT: I-Voegf  
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 12-26-18  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFILED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 26th DAY OF December 2018  
Kathy Moss MUNICIPAL CLERK, R.M.C.

R# 197-18

**RESOLUTION AUTHORIZING  
THE CANCELATION OF TAX OVERPAYMENTS  
OR DELINQUENT AMOUNTS LESS THAN \$10.00**

WHEREAS, NJSA 40A:5-17 permits the cancelation of property tax overpayments or delinquencies in the amounts of less than \$10.00; and,

WHEREAS, the City Council of the City of Long Branch may authorize the Tax Collector to process, without further action on their part, any cancellation of property tax overpayments or delinquencies of less than \$10.00.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Long Branch, County of Monmouth, State of New Jersey, that the Tax Collector has the authority to cancel said tax amounts as deemed necessary.

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KERRY L. SCHREIBER, 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 12-26-18  
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 27th DAY OF December 2018  
Mary Moss MUNICIPAL CLERK, R.M.C.

R# 198-18

**RESOLUTION AUTHORIZING  
CITY OF LONG BRANCH  
TO CHARGE TAX SALE COSTS  
FOR PREPARING AND ADVERTISING TAX SALE LIST**

**BE IT RESOLVED**, by the City Council of the City of Long Branch that pursuant NJSA 54:5-38 the office of the Tax Collector is to charge a tax sale cost fee of 2% of the amount listed for sale but not less than \$15.00 and not more than \$100.00 dollars for each tax sale item that appears on the Tax Sale List 50 (fifty) days prior to the date of the Tax Sale. The fee is to be charged on all tax sale items that are paid in full prior to the tax sale to become effective January 1, 2019.

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

CITY OF NEW BRUNSWICK  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, MARY L. SOWELL, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THIS PAPER TO  
BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 12-26-18  
IN THE CITY OF NEW BRUNSWICK, I HAVE HANDED TO  
MY HANDED AND AFFixed THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 12<sup>th</sup> DAY OF December 2018  
Mary Moss MUNICIPAL CLERK, R.M.C.

R# 299-18

**RESOLUTION AUTHORIZING  
THE TAX COLLECTOR TO  
CONDUCT A TAX LIEN SALE**

**WHEREAS**, there remains on the records of the City of Long Branch delinquent taxes, sewer service charges and other municipal charges owing as of December 31, 2018 and,

**WHEREAS**, the statutes of the State of New Jersey, expressly NJSA 54:5 et seq., provide for the enforcement and collection of such delinquencies through a tax lien sale and,

**WHEREAS**, the Tax Collector is empowered by statute to conduct and preside over the sale of liens and,

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Long Branch, a Municipal Corporation of the State of New Jersey, that the Tax Collector is authorized to conduct a tax lien sale for 2018 delinquent taxes, sewer service charges and other municipal charges on or before December 31, 2019 and to become effective January 1, 2019.

OFFERED: Vieira  
SECOND: Dangler  
AYES: 4  
NAYES: 0  
ABSENT: 1-Voogt  
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 FORGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 12-16-18

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 7th DAY OF November, 2018

*Mary Moss*  
MUNICIPAL CLERK, M.M.C.

R# 300-18

**RESOLUTION TO APPOINT  
TAX SEARCH OFFICER  
FOR 2019**

**BE IT RESOLVED**, by the City Council of the City of Long Branch, that Carla Tomas, the Tax Collector of the City of Long Branch, be and hereby is designated as the Tax Search Officer of the City to make and certify Certificates of Searches of the Municipal Liens, as may be required under and by virtue of NJSA 54:5-11 and to make and certify Certificates of Searches of the Municipal Improvements, as may be required under and by virtue of NJSA 54:5-18.1 et. seq. and to become effective January 1, 2019.

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SAWINSKI, 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 12-26-18  
IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND AND AFFIRMED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 12th DAY OF December 2018  
  
Mary Moss MUNICIPAL CLERK, R.M.C.

R# 301-18

**RESOLUTION AUTHORIZING  
CITY OF LONG BRANCH  
TO CHARGE A FEE  
FOR RETURNED CHECKS**

**BE IT RESOLVED**, by the City Council of the City of Long Branch that pursuant to NJSA 40:5-18 a service charge of \$20.00 be charged for each returned check, used to make any payment to the City of Long Branch, for insufficient funds and to become effective January 1, 2019.

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

THE CITY OF LONG BRANCH,  
MONMOUTH COUNTY, NEW JERSEY,  
CITY OF LONG BRANCH,  
I, MARY L. SCHMID, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THIS FORGEING  
TO BE A TRUE, CONSOLIDATED AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 12-16-18

IN WITNESS WHEREOF, I HAVE HEREBY SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 12-16-18 DAY OF December 2018

*Mary Moss*  
MUNICIPAL CLERK, R.I.C.

R# 302-18

**RESOLUTION ESTABLISHING A YEAR END  
PENALTY OF SIX (6%) PER CENT TO  
BE CHARGED ON THIRD PARTY LIENS  
ON DECEMBER 31<sup>ST</sup> OF EACH YEAR  
WHEN THE AMOUNT PAID BY THE LIEN HOLDER  
IS IN EXCESS OF \$10,000.00**

**WHEREAS, NJSA 54:4-67 permits the governing body of each municipality to fix the rate of interest to be charged for non-payment of taxes or assessments subject to any abatement of discount for the late payment of taxes as provided by law; and**

**WHEREAS, NJSA 54:4-67 has been amended to permit the fixing of said rate of 8% per annum on the first \$1,500.00 of the delinquency and 18% per annum on any amount in excess of \$1,500.00 and allows an additional penalty of 6% to be collected against a delinquency in excess of \$10,000.00 on property that fails to pay the delinquency prior to the end of the calendar year.**

**WHEREAS, NJSA 54:4-67 permits the governing body to fix a penalty of 6% to be charged to a taxpayer with a delinquency in excess of \$10,000.00 who fails to pay that delinquency prior to the end of the fiscal year. If any fiscal year delinquency in excess of \$10,000.00 is paid by the third party lien holder of an outstanding tax sale certificate the holder or purchaser shall be entitled to receive the amount of the penalty as part of the amount required to redeem such certificate of sale providing the payment is made by the tax lien holder prior to the end of the fiscal year. If the holder of the outstanding tax sale certificate does not make the payment in full prior to the end of the fiscal year, then the holder or purchaser shall be entitled to a pro rata share of the delinquency penalty upon redemption and the balance of the penalty shall inure to the benefit of the municipality. The penalty so fixed shall not exceed 6% of the amount of the delinquency with respect to each most recent fiscal year only.**

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Long Branch that the Tax Collector has the authority to fix a 6% year end penalty to all third party tax sale certificates in excess of \$10,000.00 that have been paid in full by the lien holder prior to the end of the fiscal year and if not paid in full the lien holder shall be entitled to a pro rata share of the delinquency penalty upon redemption and the balance of the penalty shall inure to the benefit of the municipality for the 2019 tax year and to become effective on January 1, 2019.

OFFERED: Vice  
SECOND: Dangler  
AYES: 4  
NAYES: 0  
ABSENT: 1- Voogt  
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 12-26-18  
IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND AND AFFLIGED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 22<sup>nd</sup> DAY OF December 2018  
*Mary Moss* *Debbie R.C. Deputy*  
MUNICIPAL CLERK, R.M.C.

R# 303-18

**RESOLUTION AUTHORIZING  
CITY OF LONG BRANCH  
TO CHARGE FEE FOR A  
DUPLICATE TAX SALE CERTIFICATE**

**BE IT RESOLVED**, by the City Council of the City of Long Branch that pursuant to NJSA 54:5-52.1 a service charge of \$100.00 be charged for each duplicate tax sale certificate that has been either destroyed or lost and to be effective January 1, 2019.

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

THE CITY OF LONG BRANCH  
DOING BUSINESS AS THE MUNICIPAL  
CITY OF LONG BRANCH  
HEREBYSOLOVED, THAT THE CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THAT THE FOREGOING  
BEING A TRUE, COMPLIMENTARY AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 12-16-18

IN WITNESS WHEREOF, I HAVE SWORN TO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 12 DAY OF December 2018

Mary Moss MUNICIPAL CLERK, R.M.C.

R# 304-18

**RESOLUTION SETTING FORTH  
RATE OF INTEREST TO BE  
CHARGED ON DELINQUENT TAXES FOR 2019**

**WHEREAS**, NJSA 54:4-66 & 67 provide that taxes for municipalities operating under the calendar fiscal year shall be payable the first installment as hereinafter provided on February 1, the second installment on May 1, the third installment on August 1, and the fourth installment on November 1, after which dates if unpaid, they shall become delinquent and remain delinquent until such time as all unpaid taxes, including taxes and other liens subsequently due and unpaid, together with interest have been fully paid and satisfied, and,

**WHEREAS**, NJSA 54:4-67 provides that no interest shall be charged if payment of any installment is made within the tenth calendar day following the date upon which the same became payable, and,

**WHEREAS**, NJSA 54:4-67 provides that "Delinquency" means the sum of all taxes and municipal charges due on a given parcel of property covering any number of quarters or years, and,

**WHEREAS**, NJSA 54:5-6 provides that taxes are a **continuous** lien and all subsequent taxes, interest, penalties and costs of collection which are imposed or accrue are added to the lien and become part of it, and,

**NOW THEREFORE BE IT RESOLVED**, that upon the recommendation of the City of Long Branch, Tax Collector, Carla Tomas, interest at the rate of 8% per annum be charged on the first \$1,500.00 of the delinquency and 18% per annum on any amount in excess of \$1,500.00 be charged, to be calculated from the date the tax was payable until the date that actual payment to the tax collector is made and,

**BE IT FURTHER RESOLVED**, that in addition to the interest provided above, on all delinquencies in excess of \$10,000.00 and which are not paid prior to the end of the fiscal year, the Tax Collector shall fix a 6% year end penalty, to become effective January 1, 2019.

OFFERED: Vieira  
SECOND: Dangler  
AYES: 4  
NAYES: 0  
ABSENT: 1-Voogt  
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 THAT THE MONEY IS  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 12-26-98

IN WITNESS WHEREOF, I HAVE HEREBY SET  
MY HAND AND LIVEDED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 23 DAY OF December 1998

Mary Moss MUNICIPAL CLERK, N.M.C.

R# 305-18

**RESOLUTION TO REFUND OVERPAYMENT  
OF TAXES DUE TO A  
TAX COURT OF NEW JERSEY  
JUDGMENT**

**WHEREAS**, the City of Long Branch has received from the Tax Court of New Jersey judgment(s) reducing the assessment on certain property for the year(s) indicated and,

**WHEREAS**, the taxes on the certain property for the tax year(s) are overpaid and,

**BE IT RESOLVED**, that the City of Long Branch refund to the taxpayer(s) shown below the amount of the tax overpaid and,

**NOW THEREFORE BE IT RESOLVED**, that the Finance Department is hereby authorized to issue individual checks to the taxpayer(s) shown below charging taxes for the years indicated in the total amount of \$5,786.59.

BLOCK	LOT	HOMEOWNER	YEAR	AMOUNT
87	7.1001	Brach Eichler LLC, Attorney Trust for: Leonard Pivnick 101 Eisenhower Parkway Roseland, NJ 07068	2017	\$1,117.06
106	1.10	Michael A. Vespasiano, Attorney Trust for: Julifer, LLC 331 Main Street Chatham, NJ 07928	2016 2018	\$3,451.87 \$1,217.66

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMID, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
A RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 12-26-18  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY NAME AND APPLIED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 21<sup>st</sup> DAY OF December, 2018

*Mary Moss*  
MUNICIPAL CLERK, K.L.S.C.

R# 306-18

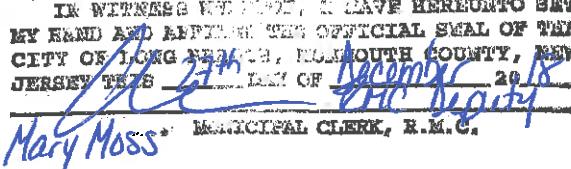
**RESOLUTION TO REFUND  
OVERPAYMENT OF  
PROPERTY TAXES**

**BE IT RESOLVED**, by the City Council of the City of Long Branch, that upon the recommendation of the Tax Collector, a refund be made to the taxpayer(s) shown below due to an overpayment of 2018 taxes and,

**NOW THEREFORE BE IT RESOLVED** that the Finance Office is hereby authorized to issue an individual check(s) to the taxpayer(s) shown below and charge 2018 taxes accordingly in the amount of \$1,561.33.

BLOCK	LOT	OWNER	YEAR	AMOUNT
172	49	Wells Fargo Account of: Wendy & Dino Cafolla Attn: Refunds/Financial Support PO Box 14506 Des Moines, IA 50328	2018	1,561.33

OFFERED: Vieira  
SECOND: Dangler  
AYES: 4  
NAYES: 0  
ABSENT: I-Voigt  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, MARY L. MOSS, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, CORRECT AND UNCORRECT COPY OF  
RESOLUTION APPROVED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 12-26-18  
IN WITNESS WHEREOF, I HAVE HEREBY SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 27th DAY OF December 2018  
  
Mary Moss, MUNICIPAL CLERK, R.M.C.

R# 307-18

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: Vieira

SECONDED: Dangler

AYES: 4

NAYES: 0

ABSENT: I-Voogt

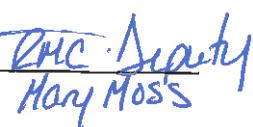
ABSTAIN: 0

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

12-26-18

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 27th day of December, 2018

  
Kathy L. Schmetz, RMC  
City Clerk

  
Eric DePinto  
Hans Moss

**PUBLIC NOTICE**

Notice is hereby given that the following bills will be submitted for payment approval as of December 26, 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.

A T & T	Utilities - Phone Services - November 2018	*	872.14
A.C. Moore	Supplies/Decorations for Projects & Holiday Celebration - Senior Affairs - December 2018	671.07	
Alexander Kelly	Cell Phone Allowance - 4th Quarter 2018	120.00	
All Hands Fire Equipment	Radio Equipment - Fire	233.00	
ALM	NJ Local Gov't Print/Ebook - 2019 - City Clerk's Office	231.00	
Anchor Rubber Stamp	Stamps - Tax Collector's Office	97.45	
Ansell, Grimm & Aaron P.C.	Legal Services - General & Tax Appeals - November 2018	523.74	Pmt. #5
Atlantic Plumbing Supply	Plumbing Materials - Public Works	215.66	
Auto Parts	Miscellaneous Auto Parts - Public Works & Fire	11,189.65	
B&H Photo	Computer Equipment & Supplies - Police, Public Works & Fire Prevention	1,197.53	
Bailey's Test Strips & Thermometers, LLC	Thermometers - Health	115.50	
Bill Dangler	Brother's Towing & Recovery	105.47	
Cancer Development Institute	Travel Reimbursement - League of Municipalities Convention - City Council	100.00	
Carl F. Jennings	Towing Service - Public Works	1,500.00	
Carla Tomas	Dark Fiber Lease - November 2018	778.00	
Central Jersey Equipment	Course: PTC Certified Humane Law Enforcement Officer Waiver Training - Police	120.00	
Central Jersey Registrar's Association	Cell Phone Allowance - 4th Quarter 2018	15.00	
Cesare Simonelli	Expense Reimbursement: League of Municipalities Convention - Tax Collector's Office	846.11	
Chemsearch	Miscellaneous Parts for Beach Gators - Public Works	50.00	
City of Long Branch Clearing Account	Winter Luncheon - Health	60.00	
City of Long Branch Clearing Account	Reimbursement: Vehicle Registration - Public Works	395.00	
City of Long Branch Clearing Account	Supplies - Public Works	7,701.82	
City of Long Branch Clearing Account	To Reimburse Clearing Account	432.802.28	
City of Long Branch Clearing Account	To Reimburse Clearing Account	432.802.28	
City of Long Branch Payroll Agency Account	To Reimburse Clearing Account	337,840.64	
City of Long Branch Payroll Agency Account	To Reimburse Clearing Account - Payroll 12/14/18	1,072,939.14	
City of Long Branch Payroll Agency Account	Fica/Medicare: 12/14/18	42,819.68	
City of Long Branch Payroll Agency Account	Health Insurance - December 2018	419,771.73	
CME Associates	Payroll - 12/14/18	1,030,119.46	
Collision Repair by Damiano	Licensed Tree Expert Services -November 2018	237.00	Pmt. #9
Comcast	Vehicle Repair & Towing - Public Works	1,535.00	
Cooper Electric Supply Co.	Internet Provider - Recreation - November 2018	125.84	
Cracked Olive Market	Lights - Pier Village	149.86	
Crane's Interpreting Services	Assorted Stuffed Breads - Holiday Celebration - Senior Affairs - December 2018	450.00	
Cristina N. Lipski	Spanish Interpreter - Municipal Court - November 2018	563.75	
CWA Local 1075	Spanish Interpreter - Municipal Court - November 2018	240.00	
Donna Kawitt	Dental & Vision Insurance - December 2018	5,700.00	
David Spaulding	Reimbursement - Monthly Email Blasts - December 2018 & Cell Phone Allowance - 4th Quarter 2018	140.00	
David Weber Oil Co.	Cell Phone Allowance - 4th Quarter 2018	120.00	
	Fydraulic Oil - Public Works	864.96	

\* DENOTES PREFPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Dearborn National	Life Insurance - December 2018	1,411.08
Dr. Anita Voogt		110.31
Dunkin' Donuts		887.63
Edwards Tire Co. Inc.		540.00
Evident Crime Scene Products		208.96
Evo Studios Inc.		4,933.00
Finger's Radiator Hospital Inc.		300.00
Fire & Safety Services Ltd.		546.15
Foley Incorporated		617.92
Ford Motor Credit Co.		10,496.74
Gannett Satellite Information Network Inc.		386.90
Genuine Parts Company		2,136.05
GPANJ Inc.		100.00
Home Depot Credit Services		463.55
Horizon Blue Cross Blue Shield		12,364.82
Hunter		200.00
Institute for Professional Development		500.00
Insurance Office of America		5,125.00
Jacob L. Jones		Final Pmt.
JAMM Printing		120.00
Jersey Central Power & Light		221.00
Kepwell Water		3,502.87
Long Branch Housing Authority		10.00
Long Branch Municipal Court		2,000.00
Monmouth County Board of Health		285.76
Monmouth County Police Academy		130.00
Monmouth Hose & Hydraulics		250.00
NAMI NJ Conference		1,059.06
New Jersey American Water Co.		95.00
New Jersey Motor Vehicle Commission		1,574.87
NJ State League of Municipalities		*
Oceanside Service Inc.		60.00
Party Corner		70.00
Party Fair		469.00
Patrice Antonucci		243.24
Refane Franco		574.15
Republic Services of NJ, LLC		595.00
Riggins Incorporated		9,067.50
Rutgers University		Pmt. #24
Saker Shoprites Inc.		24,747.83
Salvatore Merkel		1,233.00
Scoules Floorshine Industries		759.89
Sip's Paint & Hardware		120.00
Snap On Tools		869.28
Stacey A. Wade		90.94
Stavola Contracting Co. Inc.		1,249.00
Sydney Johnson		150.00
Tankology		195.36
Teresa Giordano		50.00
Terri L. Turner		1,473.50
Training Unlimited LLC		120.00
		121.91
		378.00

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Uline Inc.  
United States Postal Service  
Vantage Point Real Estate  
Verizon Wireless  
Vision Service Plan  
Visiting Nursing Services of Central Jersey  
W E Timmerman Co. Inc.  
W.B. Mason Co. Inc.  
Wireless Communications & Electronics

### **TOTAL CURRENT**

City of Long Branch Clearing Account  
Mid-Atlantic Truck Center Inc.

### **TOTAL CAPITAL**

Auto Parts  
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  
City of Long Branch Payroll Agency Account  
Dearborn National  
Horizon Blue Cross Blue Shield  
Long Branch Animal Hospital  
Monmouth County SPCA  
Mutt Mitt  
NJ State Department of Health & Senior Services  
Red Bank Veterinary Hospital  
Verizon Wireless  
Vision Service Plan

### **TOTAL ANIMAL CONTROL**

Miscellaneous Auto Parts - Animal Control  
To Reimburse Clearing Account  
To Reimburse Clearing Account  
To Reimburse Clearing Account - Payroll 12/14/18  
Fica/Medicare: 12/14/18  
Health Insurance - December 2018  
Payroll - 12/14/18  
Life Insurance - December 2018  
Dental Insurance - December 2018  
Veterinary Services - Animal Control - November 2018  
Animal Shelter Services - Animal Control - November 2018  
Mutt Mitts - Health  
Animal License Fees - Animal Control  
Veterinary Services - Animal Control - November 2018  
Utilities - Wireless Service - November 2018  
Vision Insurance - December 2018

### **TOTAL ANIMAL CONTROL**

Carl Turner  
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  
City of Long Branch Payroll Agency Account  
Dearborn National  
Dunkin Donuts

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

50 Gallon Mobile Spill Kit & Miscellaneous Supplies - Public Works & Police  
Postage for Machine - Tax Collector's Office  
Professional Services - General Redevelopment - November 2018  
Utilities - Wireless Service - October - December 2018  
Vision Insurance - December 2018  
Case Management Lead Exposure Testing - Health - October 2018  
Miscellaneous Parts - Public Works  
Miscellaneous Office Supplies & Furniture - Various Departments.  
Arbitrator Antenna - Police

### **3,522,917.02**

\* 2,335.33  
85,291.01

\*\* 87,626.34

11.00	166.81
2,356.25	18,367.04
3,898.66	6,161.86
4,258.91	988.43
284.51	447.41
3,746.16	5,714.45
3,974.40	988.43
7.34	7.34
101.68	216.70
417.00	Pmt. #10
1,587.50	Pmt. #11
1,029.50	
84.00	
152.50	Pmt. #6
19.53	

Horizon Blue Cross Blue Shield	101.68
K-Mart	1,194.94
Lubavitch Center	1,754.00
Michael-Ann Howley	50.00
MODC	260.00
Ragan Communications Inc.	26.95
Saker Shoprites Inc.	222.39
Service Lighting & Electrical Supplies	5,396.21
Sport Field Solutions LLC	7,670.00
Stan Dzuba	128.40
Tonya Medina	283.82
Vision Service Plan	19.53
<b>TOTAL H.U.D.</b>	<b>49,997.67</b>
Utilities - Phone Services - November 2018	87.32
Refund of Police Overtime	391.65
Refund of Police Overtime	1,143.99
Refund of Police Overtime	1,745.84
Refund of Police Overtime	1,405.18
Refund of Police Overtime	1,549.68
Tax Sale Premium	99.40
To Reimburse Clearing Account	36,000.00
To Reimburse Clearing Account - Payroll 12/14/18	28,436.35
To Reimburse Clearing Account	20,134.75
To Reimburse Clearing Account	23,252.75
To Reimburse Clearing Account	40,287.32
Fica / Medicare: 12/14/18	936.28
Health Insurance - December 2018	2,757.73
Payroll - 12/14/18	19,198.47
Tax Sale Premium	18,500.00
Tax Sale Premium	3,100.00
Chickens for Senior Citizens - Recreation	2,771.52
Life Insurance - December 2018	3.67
Refund of Police Overtime	9.06
Refund of Police Overtime	532.62
Refund of Police Overtime	78.81
Refund of Police Overtime	181.90
Refund of Police Overtime	1,764.72
Dental Insurance - December 2018	72.19
Refund of Police Overtime	289.98
Refund of Police Overtime	324.41
Refund of Police Overtime	700.54
Professional Services - Various Escrows - Planning/Zoning Board	5,308.75
Refund of Police Overtime	146.60
Rental of Office Space - Dept. of Economic & Community Development - January 2019	1,650.00
Refund of Police Overtime	16.07
Refund of Police Overtime	146.60
Professional Services - Various Escrows - Planning/Zoning Board	20,685.00

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

MBG Management Service Inc.	958.34
McManimon, Scotland & Baumann, LLC	162.50 Pmt. #1
McManimon, Scotland & Baumann, LLC	1,430.00 Pmt. #1
McManimon, Scotland & Baumann, LLC	2,665.00 Pmt. #1
Monmouth Health Care Roundtable	545.52
Monsignor Donovan High School	179.60
MVP Associates LLC	338.04
Oswald Enterprises Inc.	330.00
Pavelet Brother Golf Course Construction Inc.	164.57
Refund of Police Overtime	266.65
Refund of Police Overtime	298.56
Refund of Police Overtime	7,256.79
Refund of Police Overtime	1,564.18
Refund of Police Overtime	6,898.22
Refund of Police Overtime	3,394.60
Tax Sale Premium	400.00
Tax Sale Premiums	2,400.00
Utilities - Wireless Service - November 2018	295.02
Vision Insurance - December 2018	13.33

**TOTAL TRUST OTHER**

263,290.17

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

R# 308-18

RESOLUTION APPROVING THE APPOINTMENT  
OF MORRIS MIZRAHI AS ALTERNATE 1 MEMBER OF THE  
ZONING BOARD OF ADJUSTMENT

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby approve the appointment of Morris Mizrahi as an Alternate 1 member of the Long Branch Zoning Board of Adjustment for the term of January 1, 2019 through December 31, 2020.

SO MOVED: *Vieira*  
SECOND: *Dangler*

AYES: 4

NAYES: 0

ABSENT: 1-*Voogt*

ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. PALMIGIANO, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FORGOING  
TO BE A TRUE, COPIED AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 12-16-18

IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND BY SEAL THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 24th DAY OF December, 2018

*Mary Moss* MARY MOSS, MUNICIPAL CLERK, L.B.C.

R# 309-18

RESOLUTION APPROVING THE APPOINTMENT  
OF THOMAS LITTLE TO THE  
ZONING BOARD OF ADJUSTMENT

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby approve the appointment of Thomas Little as a regular member of the Long Branch Zoning Board of Adjustment for the term of January 1, 2019 through December 31, 2022.

SO MOVED:

*Vieira*

SECOND:

*Dangler*

AYES: 4

NAYES: 0

ABSENT: 1 - *Voogt*

ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH

I, KATHY L. SCHWIZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FORGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL IN A REGULAR MEETING HELD ON 12-26-18

IN WITNESS WHEREOF, I HAVE HERAFTER SET MY SIGN AND AFFIXED MY OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 27th DAY OF December 18

*Mary Moss* MUNICIPAL CLERK, A.M.C.

R# 310-18

RESOLUTION APPROVING THE APPOINTMENT  
OF LILLIAN GRAUMAN TO THE  
ZONING BOARD OF ADJUSTMENT

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby approve the appointment of Lillian Grauman as a regular member of the Long Branch Zoning Board of Adjustment for the term of January 1, 2019 through December 31, 2022.

SO MOVED:

*Vieira*

SECOND:

*Dangler*

AYES:

*4*

NAYES:

*0*

ABSENT:

*1- Voogt*

ABSTAIN:

*0*

RESOLVED BY THE CITY  
OF LONG BRANCH  
T. MARY L. SAMPLER, 1<sup>ST</sup> MUNICIPAL COUNCIL OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THAT, ACCORDING  
TO AS A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTICN APPROVED BY THE CITY COUNCIL AT A  
MEETING HELD ON 12-26-18  
IN WHICH THERE WERE PRESENT, 1 VOTE VOTED TO BE  
BY COUNCIL APPROVED THIS COUNCIL MEETING OF THE  
CITY OF LONG BRANCH, NEW JERSEY, ON  
SIGNED THIS 23<sup>rd</sup> DAY OF December, 2018  
*Mary Moss* MUNICIPAL COUNCIL, M.B.C.