RESOLUTIONS ADOPTED BY CITY COUNCIL JULY 26, 2011

R229-11 RESOLUTION REFUND OF RAFFLE FEE (HOPE FOR CHILDREN FOUNDATION NJ)

R230-11 RESOLUTION OF NEED FROM MUNICIPALITY (WOODROW WILSON PHASE I)

R231-11 RESOLUTION FINANCIAL AGREEMENT PURSUANT TO THE LONG TERM TAX EXEMPTION LAW, NJSA 40A:20-1, ET SEQ. BETWEEN THE CITY OF LONG BRANCH AND WOODROW WILSON HOUSING URBAN RENEWAL ASSOCIATES LP

R232-11 RESOLUTION AWARDING CONTRACT FOR PURCHASE OF COMPUTER SOFTWARE FOR THE DEPARTMENT OF PUBLIC WORKS

R233-11 RESOLUTION AUTHORIZING CONTRACT FOR MUSICAL PERFORMANCE FOR "SUMMER ENTERTAINMENT PROGRAMS" (THE SECOND BAPTIST YOUTH GOSPEL CHORUS)

R234-11 RESOLUTION AUTHORIZING CONTRACT FOR MUSICAL PERFORMANCE FOR "SUMMER ENTERTAINMENT PROGRAMS" (BRIAN KIRK AND THE JIRKS)

R235-11 RESOLUTION AUTHORIZING CONTRACT FOR SOUND AND LIGHTS FOR MUSICAL PERFORMANCES FOR SUMMER ENTERTAINMENT 2011(MUSIC MEN PRODUCTIONS, LTD)

R236-11 RESOLUTION AUTHORIZING CONTRACT FOR FIREWORKS DISPLAY FOR THE JAZZ & BLUES FESTIVAL (INTERNATIONAL FIREWORKS CO)

R237-11 RESOLUTION APPROVING AND ACCEPTING CORRECTIVE ACTION PLAN OF THE CHIEF FINANCIAL OFFICER RELATIVE TO THE YEAR 2010 AUDIT

R238-11 RESOLUTION ANNUAL REPORT OF 2010 AUDIT

R239-11 RESOLUTION RELEASING ESCROW DEPOSIT (SAIRS AVENUE HOLDINGS, LLC)

R240-11 RESOLUTION RELEASING ESCROW DEPOSITS (SIBCO)

R241-11 RESOLUTION ACCEPTING THE DONATION OF ONE 2012 VICTORY ENCLOSED TRAILER AND ONE 2005 HOMESTEADER TRAILER FOR THE DEPARTMENT OF RECREATION

R242-11 RESOLUTION TO REFUND OVERPAYMENT OF TAXES DUE TO A TAX COURT OF NEW JERSEY JUDGMENT (VARIOUS)

R243-11 RESOLUTION APPROVAL PAYMENT OF BILLS

R244-11 RESOLUTION AWARDING BID FOR BATH AVENUE RECONSTRUCTION PHASE I AND II (R & B BUILDERS, INC.)

R245-11 RESOLUTION APPROVING THE LIQUOR LICENSE RENEWAL OF JULIO & V CORPORATION T/A PEARL OF LISBON FOR THE 2011/2012 LICENSE TERM

R# 229-11

RESOLUTION REFUND
OF RAFFLE FEE

BE IT RESOLVED, by the City Council of the City of Long Branch that they hereby approve the refund of a raffle fee in the amount of $20.00 to:

Hope for Children Foundation NJ
2 Camellia Court
Holmdel, NJ 07733

BE IT FURTHER RESOLVED, that the Finance Department is hereby directed to make said refund.

MOVED: Pallone
SECONDED: Cellı

AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON July 26, 2011
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 September 20 11

MUNICIPAL CLERK, R.M.C.

R# 230-11

RESOLUTION OF NEED FROM MUNICIPALITY

WHEREAS, Pennrose Properties, LLC and Maestro Community Development Corporation (hereinafter referred to as the "Sponsor") proposes to construct a sixty-five (65) unit affordable housing project (hereinafter referred to as the "project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1.1 et seq., and all applicable guidelines promulgated thereunder (the foregoing hereinafter collectively referred to as the "HMFA Requirements") within the City of Long Branch (hereinafter referred to as the "Municipality") on a site located at Lot 21, Block 160 as shown on the Official Assessment Map of the City of Long Branch, Monmouth County and commonly known as Woodrow Wilson Phase I in Long Branch, New Jersey; and

[*INCLUDE THIS PARAGRAPH IF AGENCY BOND FINANCING IS PART OF THE PROJECT'S PROPOSED FUNDING*]: WHEREAS, the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the "Agency"); and

[*INCLUDE THIS PARAGRAPH IF HOME EXPRESS FINANCING IS PART OF THE PROJECT'S PROPOSED FUNDING*]: WHEREAS, the Project will be subject to requirements of the New Jersey Department of Community Affairs (hereinafter referred to as the "Department of Community Affairs"), Neighborhood Preservation Balanced Housing Program in accordance with N.J.S.A. 52:27D-320 and applicable rules promulgated thereunder at N.J.A.C. 5:43-1.1 et seq., and the mortgage and other loan documents executed between the Sponsor and the Commissioner of the Department of Community Affairs; and

WHEREAS, pursuant to the HMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch (the "Council") that:

(1) The Council finds and determines that the Woodrow Wilson Phase I 65 unit affordable rental Project proposed by the Sponsor meets or will meet an existing housing need;

(2) The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Law to enable the Agency to process the Sponsor's application for Agency funding to finance the Project.

THIS RESOLUTION IS ADOPTED AS OF THIS 26th DAY OF July, 2011 by the Council of the City of Long Branch, New Jersey.

_____

_____

MOVED: Pallone

SECOND: Celli

YES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

PHI 316726939v1

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 July 26, 2011

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 July 2011

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

R# 231-11

RESOLUTION

WHEREAS, Pennrose Properties, LLC and Maestro Community Development Corporation desire to apply for and obtain a grant from the New Jersey Department of Community Affairs, Neighborhood Preservation Balanced Housing Program for an amount not to exceed the maximum amount allowed in accordance with N.J.A.C. 5:14 for the purpose of the rehabilitation and new construction of a 65 affordable rental housing units for families as part of the Woodrow Wilson Phase I housing development to be developed by Pennrose Properties, LLC and Maestro Community Development Corporation together with the City of Long Branch Housing Authority;

BE IT THEREFORE RESOLVED, that the City of Long Branch does hereby authorize the application for and the execution of a contract for the receipt of such a grant from the New Jersey Department of Community Affairs and the New Jersey Housing and Mortgage Finance Agency and does further, upon the execution of such a contract, authorize the expenditure of such funds pursuant to the terms of said contract between the City of Long Branch and the New Jersey Department of Community Affairs/New Jersey Housing and Mortgage Finance Agency.

BE IT FURTHER RESOLVED that the City of Long Branch does hereby commit to this project a Payment In Lieu of Taxes Agreement and a waiver of building permit fees for the Woodrow Wilson Phase I Project. The Payment in Lieu of Taxes Agreement may be pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1, et seq., or Section 37 of the New Jersey Housing and Mortgage Finance Agency Law of 1983 (N.J.S.A. 55:14K-1 et seq), such determination to be made by the authorized officers of the City of Long Branch, provided, however, that the City of Long Branch shall be authorized to enter into Payment in Lieu of Taxes Agreements with Pennrose Properties, LLC and Maestro Community Development Corporation, the developer of the Project, or its nominee, under both programs if such officers so decide.

BE IT FURTHER RESOLVED that the persons whose names, titles, and signatures appear below are authorized to sign the application and that they or their successors in said titles are authorized to sign all contracts, applications and any other documents necessary in connection therewith:

SIGNED _____ SIGNED _____

(Name) (Name)

(Title) (Title)

I, _____ (Name of Clerk/Secretary), (Municipal Clerk/Secretary to the Governing Body of the City of Long Branch hereby certify that at a meeting of the Governing Body) held on _____, 2011, the above resolution was duly adopted.

(Date) SEAL OR NOTARY

OFFERED: Pallone

SECOND: Celli

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON June 21, 2011

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 24th DAY OF June 2011

MUNICIPAL CLERK, R.M.C.

FINANCIAL AGREEMENT PURSUANT TO THE LONG TERM TAX EXEMPTION LAW, N.J.S.A. 40a:20-1, et seq. BETWEEN THE CITY OF LONG BRANCH AND WOODROW WILSON HOUSING URBAN RENEWAL ASSOCIATES LP

THIS **FINANCIAL AGREEMENT** (hereinafter, the "Agreement"), is made as of this ____ day of _____, 2011, between WOODROW WILSON HOUSING URBAN RENEWAL ASSOCIATES LP, an urban renewal limited partnership of the State of New Jersey, having its principal office at c/o Pennrose Properties, LLC, 230 Wyoming Avenue, Kingston, Pennsylvania 18704, herein designated as the "Entity," and the CITY OF LONG BRANCH, a municipal corporation in the County of Long Branch and the State of New Jersey, hereinafter designated as the "City."

WITNESSETH:

In consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1, et seq. (the "Law"). It is expressly understood and agreed that the City relies upon the facts, data, and representations contained in the Application of the Entity project for Tax Abatement pursuant to the Long Term Tax Exemption Law, 40A:20-1, et seq., (hereinafter, the "Application") attached hereto as Exhibit "1." The Entity shall at all times prior to the expiration or other termination of this Agreement remain bound by the provisions of the Law. Operation under this Agreement shall be terminable by the Entity in the manner provided by the Law.

2. The City has granted and does hereby grant its approval for an urban renewal project, the nature, magnitude and description of which is disclosed below and in the accompanying Application, to be built under the provisions of the Law on the land described in said Application located on a portion of Block 160, Lot 21 in the City of Long Branch, New Jersey (hereinafter, the "Project"). The City finds that the redevelopment of the Project creates a substantial benefit to the City when compared to costs, if any, associated with the tax exemption granted herein and, further finds that such tax exemption is of significant importance in obtaining the development of the Project and in influencing the locational decisions of probable occupants of the Project. A summary of the Project follows:

(a) The Project is a sixty-five (65) rental unit Low Income Housing Tax Credit project, comprised of a mix of one, two and three bedroom rental units located on the former site of a public housing development owned and operated by the City of Long Branch Housing Authority. The Project site is located within the central portion of the City of Long Branch. The 65 rental units will be located in 15 buildings that will be a mixture of duplexes, townhouses, and flat style dwellings. All 65 of the rental units will be leased exclusively to tenants whose incomes are at or below eighty percent (80%) of the area median income, and so qualifies as a "low and moderate income housing project" under the provisions of the New Jersey Long Term Tax Exemption Act and will be maintained as a low and moderate income housing project for a period of thirty (30) years from the completion of construction.

(b) The Project is part of a greater effort to dramatically improve the surrounding neighborhood. For many years, Woodrow Wilson sat within a neighborhood of other public housing mixed-in with private homes. Though some of the owner-occupied housing is well-maintained and stable, the neighborhood reflects the distress of those units that are not.

The Project represents the fourth step in the described community revitalization that is being undertaken by the City of Long Branch Housing Authority together with its chosen developer, Pennrose Properties, LLC and Maestro Community Development Corporation. The Project is a key component of a proposed 150 unit revitalization project to include other affordable rental housing.

(c) The Woodrow Wilson Phase I site is currently owned by the City of Long Branch Housing Authority. It will be ground leased to the Entity, which is a New Jersey limited partnership that was formed by Pennrose Properties, LLC and Maestro Community Development Corporation, and which will own the 65 rental units. The Entity was qualified as an "urban renewal" entity under the Law. The general partners of the Entity will be Pennrose GP, LLC, an affiliate of Pennrose Properties, LLC and Maestro Community Development Corporation, a 501(c)(3) entity and an affiliate of the City of Long Branch Housing Authority . The Entity will admit investor limited partner affiliates of _____ in connection with the Low Income Housing Tax Credit syndication of the Entity and Project. The ground lease will be for a ninety year term. Pennrose Properties, LLC and Maestro Community Development Corporation will act as the co-developers of the 65 rental units and Wallace Roberts & Todd will serve as the project's architect. The development team boasts a group of seasoned professionals with a breadth and depth of experience in the highest-quality affordable housing development.

(d) The Project's proposed sources and uses is set forth on Exhibit "A" attached hereto and incorporated herein.

(e) The Project's proposed operating expenses are set forth on Exhibit "B" attached hereto and incorporated herein.

3. Approval hereunder is granted to the Entity for the undertaking of the Project on the lands referred to above, which shall in all respects comply and conform to all applicable statutes and municipal ordinances, and the lawful regulations made pursuant thereto, governing land, building(s) and the use thereof, and which Project is more particularly described herein and in the accompanying Application.

4. The Project to be constructed by the Entity shall be exempt from taxation on its improvements in accordance with the provisions of the Law and in the manner provided by this Agreement for a term of thirty (30) years from the completion of the entire Project but not more than thirty-five (35) years from the execution of this Agreement, and only so long as the Entity and the Project remain subject to the provisions of the Law and complies with this Agreement.

5. In consideration of the aforesaid exemption from taxation on improvement(s), the Entity, it successors and assigns shall make payment to the City of an annual service charge of a sum equal to six and 28/100 percent (6.28%) for municipal services supplied to the Project (hereinafter the "Annual Service Charge") of the annual gross revenue determined pursuant to N.J.S.A. 40A:20-1, et seq. calculated from the first day of the month following the substantial completion of the Project. There is hereby established a schedule of Annual Service Charges to be paid over the term of the thirty (30) year exemption period which shall be in stages as follows:

(a) For the first stage of the exemption period, commencing upon substantial completion of the Project and for the fifteen (15) years thereafter (the "Commencement Date"), the Entity shall pay the City an Annual Service Charge equal to six and 28/100 percent (6.28%) of the annual gross revenue.

For the remainder of the period of the exemption, the Annual Service Charge shall be determined as follows:

(b) For the second stage of the exemption period, which shall be for years sixteen (16) through twenty (20) of the exemption period, the Entity shall pay the City an amount equal to either the amount determined pursuant to Paragraph 5(a) of this Agreement or twenty percent (20%) of the amount of taxes otherwise due on the value of the land and improvements, whichever shall be greater;

(c) For the third stage of the exemption period, which shall be for years twenty-one (21) through twenty-five (25) of the exemption period, the Entity shall pay the City an amount equal to either the amount determined pursuant to Paragraph 5(a) of this Agreement or forty percent (40%) of the amount of taxes otherwise due on the value of the land and improvements, whichever shall be greater;

(d) For the fourth stage of the exemption period, which shall be for years twenty-six (26) through twenty-eight (28) of the exemption period, the Entity shall pay the City an amount equal to either the amount determined pursuant to Paragraph 5(a) of this Agreement or sixty percent (60%) of the amount of taxes otherwise due on the value of the land and improvements, whichever shall be greater;

(e) For the final stage of the exemption period, which shall be for years twenty-nine (29) through thirty (30) of the exemption period, the Entity shall pay the City an amount equal to either the amount determined pursuant to Paragraph 5(a) of this Agreement or eighty percent (80%) of the amount of taxes otherwise due on the value of the land and improvements, whichever shall be greater.

The Annual Service Charge shall be paid to the City on a quarterly basis in a manner consistent with the City's tax collection schedule.

Against the Annual Service Charge the Entity shall be entitled to credit for the amount, without interest, of the real estate taxes on the Project's land paid or that would have been due by it or by the owner of the Project's land in the last four (4) preceding quarterly installments. Notwithstanding the provisions of this section of the Agreement, the minimum Annual Service Charge shall be the amount of the total taxes levied against all the real property covered by the Project in the last full tax year in which the area was subject to taxation, and the minimum Annual Service Charge shall be paid in each year in which the Annual Service Charge calculated pursuant to this section of the Agreement would be less than the minimum Annual Service Charge. Prior to the Commencement Date, the Entity shall pay real estate taxes based on the assessed value of the Project as of the date of this Agreement. The calculation of the proposed Annual Service Charge is set forth on Exhibit "C" attached hereto and incorporated herein.

6. The Annual Service Charge payments for the first year of tax exemption shall be made on a pro rata basis, from the date of commencement of the exemption to the close of that calendar year, and, for the last calendar year of the tax exemption, from the first day of the calendar year to the date of termination of the exemption. Upon the termination of the exemption granted pursuant to the provision of the Law, the Project and all improvements made thereto shall be assessed and subject to taxation as are other taxable properties in the City. After the date of termination, all restrictions and limitations upon the Entity shall terminate and be at an end upon the Entity's rendering its final accounting to and with the City.

7. In the event of a breach of the Agreement by either of the parties hereto, or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may, pursuant to N.J.S.A. 40A:20-9f, invoke the rules of the American Arbitration Association for resolution by arbitration (the "AAA Rules "). The arbitration shall be before one

neutral arbitrator to be selected in accordance with the AAA Rules and whose decision shall be rendered in writing. The results of the arbitration shall be final and binding upon the parties, with each party paying its own costs of the arbitration and 50% of the costs of the neutral arbitrator, and judgment on the award may be entered in any court having jurisdiction thereof. In rendering the award, the arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of the State of New Jersey. The arbitration shall be held in Long Branch, New Jersey, or at such other place as may be selected by mutual agreement of the parties. The arbitrator shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement.

In the event of a default on the part of the Entity pursuant to its obligation to pay the Annual Service Charge as defined in Paragraphs 5 and 6 above, the City may terminate the tax abatement if the default is not remedied within ninety (90) days of the due date of the Annual Service Charge or in the alternative it reserves the right to proceed against the Entity's Project that is the subject of this Agreement, in the manner provided by N.J.S.A. 54:5-1 to 54:5-129 and any act supplementary or amendatory thereof, it being understood and agreed by the parties hereto that throughout N.J.S.A. 54:5-1 to 54:5-129 and any act supplementary or amendatory thereof, whenever the word "taxes" appears, or is applied, directly or impliedly to mean taxes or municipal liens on land, such statutory provision shall be read, as far as is pertinent to this Agreement, as if the Annual Service Charge were taxes or municipal liens on land. In any event, however, the Entity does not waive any defense it may have to contest the right of the City to proceed in the above-mentioned manner by conventional or in rem tax foreclosure.

8. It is agreed between the parties that the Entity, at any time after the expiration of one (1) year from the completion of the Project, may notify the City Council of the City that, as of a certain date designated in the notice, it relinquishes its status under the Law, and that the entity has obtained the consent of the Commissioner of the Department of Community Affairs to such a relinquishment. As of that date, the tax exemption, the service charges, and the profit and dividend restrictions for the Entity shall terminate. The date of termination of tax exemption, whether by relinquishment by the Entity or by terms of this Agreement, shall be deemed to be the close of the fiscal year of the Entity. Within ninety (90) days of that date, the Entity shall pay to the City the amount of reserve, if any, maintained pursuant to section 15 or 16 of the Law, as well as the excess net profits, if any, payable as of that date.

9. The Entity shall be subject, during the period of this Agreement and tax exemption under the Law, to a limitation of its profits and in addition, in the case of a corporation, of the dividends payable by it. Whenever the net profits of the Entity for the period, taken as one accounting period, commencing on the date on which the construction of the Project is completed and terminating at the end of the last full fiscal year, shall exceed the allowable net profits for the period, the Entity shall, within ninety (90) days of the close of the fiscal year, pay the excess net profits to the City as an additional service charge. The Entity may maintain during the term of this Agreement a reserve for unpaid rentals, reasonable contingencies and/or vacancies in an amount not exceeding seven percent (7%) of the gross annual revenues of the Entity for the fiscal year preceding the year in which a determination is being made with respect to permitted net profits as provided in N.J.S.A. 40A:20-15. This seven percent (7%) reserve is established as required by the Low Income Housing Tax Credit regulations of the New Jersey Housing and Mortgage Finance Agency.

10. Within ninety (90) days after the date of such termination, the Entity shall pay the City a sum equal to the amount of the reserve, if any, maintained pursuant to N.J.S.A. 40A:20-15 and 40A:20-16, as well as the excess net profits, if any, payable as of that date.

11. The Entity shall submit annually, within ninety (90) days after the close of each of its fiscal years, its auditor's reports of income and expenses related to the Project to the Mayor and Municipal Council of the City and to the Director of Local Government Services in the Department of Community Affairs having a mailing address of CN-805, Trenton, NJ 08625-0805.

12. The Entity shall, upon request, permit inspection of the Project, equipment, buildings and other facilities of the Entity by authorized representatives of the City or the State of New Jersey. The Entity shall also permit examination and audit of its books, contracts, records, documents and papers by authorized representatives of the City or the State at the Entity's expense. Such inspection or examination shall be made during the reasonable hours of the business day, in the presence of an officer or agent of the Entity.

13. After examination of the books, contracts, etc. as set forth in Paragraph 12, the City, in its reasonable discretion, may, within ninety (90) days after the close of any fiscal or calendar year (depending on the Entity's accounting basis) in which this Agreement remains in effect, require the Entity to submit an auditor's report for the preceding fiscal or calendar year, certified by a certified public accountant, to the Mayor, the City Council, the Finance Director and the Clerk of the City. Said auditor's report shall include, but not be limited to, such details as may relate to the Project's cost and to the financial affairs of the Entity and to its operation and performance hereunder, pursuant to the Law, as amended and supplemented, and this Agreement, and shall be prepared in a manner consistent with the current standards of the

Financial Accounting Standards Board. Said auditor's report shall be submitted to the representatives of the City mentioned above within 90 days of receipt by the Entity of the City's request for said auditor's report.

14. The failure on the part of the Entity to make timely payment of all municipal obligations, taxes, fees and charges arising out of this Agreement or in any way arising out of the affected Project, its land and/or improvements, or failure on the part of the Entity to comply with the requirements of the aforementioned audit, or with any other substantive condition of this Agreement shall permit the City to exercise such remedies as may be provided by the Law or this Agreement, provided that this Entity shall have received from the City a Notice of Default and Intent to Terminate, in which case the Entity shall have ninety (90) days in which to cure any default and avoid such termination.

15. Any notice required hereunder to be sent by either party to the other, shall be sent by certified mail, return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

(a) When sent by the City to the Entity it shall be addressed to: Entity, c/o Pennrose Properties, LLC, One Brewery Park, 1301 North 31st Street, Philadelphia, Pennsylvania 19121, with a copy to _____, unless prior to giving such notice the Entity shall have notified the City otherwise in writing.

(b) When sent by the Entity to the City, it shall be addressed to the City Clerk, 344 Broadway, Long Branch, New Jersey 07740, unless prior to giving such notice the City shall have notified the Entity otherwise in writing.

16. It is understood and agreed that in the event the City shall be named as a party defendant in any action brought against the Entity by reason of any breach, default, or a violation

of any of the provisions of this Agreement and/or the provisions of N.J.S.A. 40A:20-1, et seq., the Entity shall indemnify and hold the City harmless and shall further defend any such action at its own expense. Notwithstanding anything in the Agreement to the contrary, the Entity's liability under this Agreement shall be limited to its interest in the Project. However, the City maintains the right to intervene as a party thereto, to which intervention the Entity consents, the expense thereof to be borne by the City.

17. The Entity shall have and may exercise such of the powers conferred by law on limited liability companies as shall be necessary for the operation of the business of the Entity and as shall be consistent with the provisions of the Law, and, in addition shall have and may exercise the powers set forth in the Law, but only so long as this Agreement, together with any amendments thereto, is in effect with the City pursuant to the Law.

18. The City consents to a sale of the Project by the Entity to another urban renewal entity organized pursuant to the Law, their successors, assigns, all owning no other project at the time of the transfer and that, upon assumption by the transferee urban renewal entity of the transferor's then remaining obligations under this Agreement, the tax exemption of the improvements of the Project shall continue and inure to the transferee urban renewal entity, its respective successors or assigns.

However, any change made in the ownership of the Project which, as determined by the City in its reasonable discretion, would materially affect the terms of this Agreement, shall render this Agreement voidable unless approved by the City Council by resolution. It is understood and agreed that the City may, on written application by the Entity, consent to a sale of the Project and the transfer of the Agreement to an urban renewal corporation or association eligible to function under the Law provided the Entity is not in default as respects any

performance required of it hereunder and full compliance with the terms and conditions of N.J.S.A. 40A:20-1, et seq. has occurred and the Entity's obligation under this Agreement with the City is assumed by the transferee.

If the Entity has, with the consent of the City, transferred its Project to another urban renewal entity which has assumed the then remaining contractual obligations of the Entity with the City, the Entity shall be discharged from any further obligation under this Agreement, and shall be qualified to undertake another project with the same or a different municipality.

The City recognizes and acknowledges that the Entity is a New Jersey limited partnership and as such intends to sell partnership interests in the Entity through syndication. The City specifically recognizes and consents to such syndication and sale or resale of partnership interests in the Entity.

19. Where approval or consent of the City is sought for an assignment of the Agreement, either the Entity or its assignee shall be required to pay to the City a reasonable fee for the legal services of the City's Law Department, as determined by the Director of Law of the City, related to the review, preparation, and/or submission of papers to the City Council for its appropriate action on the request assignment.

20. Reference to the Long Term Exemption Law shall mean N.J.S.A. 40A:20-1, et seq., as amended and supplemented.

21. The Entity shall, from the time the Annual Service Charge becomes effective, and on the same due dates as scheduled for the payment of land taxes, pay the City the estimated 1/4 of the Annual Service Charge on the Project's improvements until the correct amount due from the Entity as the Annual Service Charge on the Project's improvements is determined after any

review and examination by the City of the Entity's books and records and for submission to City of any auditor's reports pursuant to Paragraphs 12 and 13 above.

Within 90 days after the correct amount due from the Entity as the Annual Service Charge on the Project's improvements has been determined by the City's Finance Director and notice of same given to the Entity, the City and the Entity will adjust and pay any over or under payment so made, or needed to be made.

22. All conditions in the Ordinance of the City Council approving this Agreement are hereby incorporated in this Agreement and made a part hereof.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused these presents to be executed the date and year first above written.

ATTEST/WITNESS:

WOODROW WILSON HOUSING URBAN RENEWAL LP,
a New Jersey limited partnership

By: Pennrose GP, LLC,
a Pennsylvania limited liability company,
as Managing General Partner

_____
Name:

By: _____
Name: Timothy I. Henkel
Title: Vice President

ATTEST:

CITY OF LONG BRANCH,
a New Jersey Municipal Corporation

_____
Name:

By: _____
Name:
Title:

Exhibit "1"

Application

Exhibit "A"

Project Sources and Uses (Projected)

Woodrow Wilson Phase I's proposed costs and funding sources are as follows:

DEVELOPMENT BUDGET FUNDING SOURCES

Land/Building Cost	$227,500	LIHTC Equity	$14,214,078
Construction Cost	$11,901,971	Mortgage	$1,200,000
Professional Fees	$1,296,328	LBHA Loan	$183,569
Carrying Costs/Fees	$2,665,848	FHLB	$650,000
Marketing/ Advertising	$156,000		
TOTAL DEVELOPMENT COSTS	$16,247,647	TOTAL FUNDING SOURCES	$16,247,647

Low Income Housing Tax Credit equity will be obtained through a syndication of 99.99% of the partnership interests of Woodrow Wilson Housing Urban Renewal LP to affiliates of _____. In return, _____ and its affiliates will be making a series of equity contributions to Woodrow Wilson Housing Urban Renewal LP that will total $_____.

Exhibit "B"

Project Rental Income and Operating Expenses (Projected)

A. ANNUAL INCOME & OPERATING SCHEDULES

ANTICIPATED GROSS RENTS

No. of Bedrooms	No. of Units	Target ** Occupancy	Gross Rent	Allowance for Tenant Paid Utilities***	Net Rent	Monthly	Annual
1	2	57.5% AMI	951	105	846	1,692	20,304
2	14	57.5% AMI	1,141	133	1,008	14,112	169,344
3	9	57.5% AMI	1,318	162	1,156	10,404	124,848
1	1	ACC	250	105	145	145	1,740
2	8	ACC	250	133	117	936	11,232
3	7	ACC	250	162	88	616	7,392
4	1	ACC	250	200	50	50	600
1	3	47.5% AMI	806	105	701	2,103	25,236
2	11	47.5% AMI	967	133	834	9,174	110,088
3	8	47.5% AMI	1,118	162	956	7,648	91,776
4		47.5% AMI		200			
3	1	Low 57.5%					
TOTALS	65					46,880	
					Anticipated Annual Gross Rents		562,560

EXPENSES	
Administrative	24,520
Salaries	115,114
Maintenance & Repairs	13,250
Maintenance Contracts	34,300
Property Management	35,100
Real Estate Taxes	
Insurance	33,238
Utilities	103,000
Social Service Provider	
Reserves	32,500
Debt Service Payment	114,061
Other	
TOTAL EXPENSES	**505,083**

Exhibit "C"

Calculation of Annual Service Charge

a.	Annual Revenue	$562,560
b.	Less: Vacancy Factor Amount (a * 7%)	($39,379)
c.	Equals: Net Income (a-b)	$523,181
d.	Plus Operating Subsidy (17 units)	$38,760
e.	Annual Revenue (c+d)	$561,941
f.	Annual Abatement Percentage Required (cannot exceed 15%)	x 6.28%
g.	Annual Amount of Payment in Lieu of Taxes (e * f)	$35,290

Term of abatement requested (cannot exceed 30 years): 30 years

The annual abatement percentage is 6.28% as this is what is required by the New Jersey Housing and Mortgage Finance Agency under its rules for the Low Income Housing Tax Credit program.

R# 232-11

RESOLUTION AWARDING CONTRACT FOR PURCHASE
OF COMPUTER SOFTWARE FOR THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, the City of Long Branch has the need to purchase a software program that provides Asset Management and Job Costing for use by the Department of Public Works; and

WHEREAS, the City received two formal quotes on July 19, 2011 for the purchase of a software program that provides Asset Management and Job Costing and the following quotes were received

VENDOR	AMOUNT
PubWorks, Inc.	$ 30,870.00
Business Management Systems Inc.	$ 45,200.00

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

WHEREAS, Fred Migliaccio, Director of Public Works, has recommended that it is in the City's best interest to award a contract to PubWorks, Inc., to provide said software program; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified in accordance with the Certification of Funds form attached hereto, that funds are available for this contract in Ordinance # 16-11, Appropriation C-04-103-603in the amount not to exceed $ 30,870.00

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch, that a contract be awarded to PubWorks, Inc., for the purchase of a software program that provides Asset Management and Job Costing in accordance with the attached proposal, for a sum not to exceed $ 30,870.00

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

OFFERED: Pallone
SECOND: Celli
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON July 26, 2011
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 July 2011

Kathy L. Schmelz
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:

CONTRACT FOR SOFTWARE PROGRAM
FOR THE DEPARTMENT OF PUBLIC WORKS

Said contract being made as follows:

PUBWORKS, INC.	**$ 30,870.00**

Said funds being available in the form of:

ORDINANCE # 16-11	
COMPUTER EQUIPMENT	
APPRO. # C-04-103-603	**$ 30,870.00**

Ronald J. Mehlhorn, Sr., C.P.A., R.M.A.
Finance Director, Chief Financial Officer

7/19/11
Date

PubWorks
The Software For Public Works

Tracker Software Corporation
PO Box 6502 Snowmass Village, CO 81615
www.PubWorks.com

May 16, 2011

Mauro "Buzz" Baldanza
Administrative Analyst
City of Long Branch Public Works
636 Joline Ave.
Long Branch, NJ 07740

Dear Buzz:

We are very pleased to submit the following information about ***PubWorks.***

We are uniquely positioned to meet requirements of the City of Long Branch. Working exclusively with the public sector – particularly with Public Works Agencies – we have the know-how, experience, and product to best support you both now and in the years to come.

I shall be the primary point of contact on this project; my contact information is below.

Additionally, the following associates possess the knowledge, background and authority to represent our firm for both formal and informal purposes.

- Peter Anzalone, President, 970-923-0380, pete@PubWorks.com
- Michael Dibble, Development Director, 908-389-0678, mike@PubWorks.com

We look forward to establishing a mutually beneficial working relationship with you in the months and years ahead.

Sincerely,

Bob Guion

Bob Guion
Director of Sales
PubWorks, Inc.
970-927-3500
bob@PubWorks.com

Tracker Software Corporation
PO Box 6502 Snowmass Village, CO 81615
www.PubWorks.com

Our Approach

The ***PubWorks*** software system is a fully-featured, modern, client-server product specifically designed for Public Works agencies. Our success has been built on our willingness and ability to listen to our customers and craft our software enabling them to be more productive and effective.

Our design approach is centered on user-friendliness and ease-of-use. ***PubWorks*** has proven to be a very intuitive product that is easy to install, administer and use. We recognize that our users are experts in Public Works but are not necessarily experts in creating reports, SQL queries or GIS mapping. Taking this reality to heart, we've made ***PubWorks*** both easy-to-use and very powerful.

Unique Features of *PubWorks*

- Sold as Site Licensing
- No restrictions on number of users
- There's no cost to for additional users to have access
- Multi-departmental capability
- ESRI's ArcEngine Licenses available at $200/ seat for first year and $100/year, thereafter
- Lower annual maintenance costs than comparable systems
- Maintenance fees are based on initial sales price versus then current prices
- Lower training costs ($975/ day versus $1,500 from other vendors)
- 370 pre-written, ready-to-run reports are included as part of the system
- Project Management capability included
- Training requirements are lower than other vendors
- Total Customer Satisfaction Guarantee
- Total cost of ownership is lower than comparable systems

On-going support and maintenance is not just a software concept – it's also a customer relationship concept. We want to hear from you. We want to hear what reports you use most often, about features that you feel is most effective and if you are experiencing any problems. We will make every effort to prove to you that ***PubWorks*** is the best choice your organization.

Vendor Background Information

PubWorks, Inc
PO Box 6502
Snowmass Village, CO 81615

Organizational Type/Structure: **S Corp**
State of incorporation: **Colorado**
Federal Identification Number: **84-1509375**

Vendor Experience: The ***PubWorks*** software system is a fully featured, modern, client-server product specifically designed for Public Works agencies. Our success has been built on our willingness and ability to listen to our customers and craft our software enabling them to be more productive and effective.

Our design approach is centered on user-friendliness and ease of use. ***PubWorks*** has proven to be a very intuitive product that is easy to install, administer and use. We recognize that our users are experts in Public Works but are not necessarily experts in creating reports, SQL queries or GIS mapping. Taking this reality to heart, we've made ***PubWorks*** both easy-to-use and very powerful.

Years in business: **13 years**
Number of agencies (Counties & Cities) currently using the system: **330**

Key Personnel

- **Bob Guion**, Director of Sales. BA University of North Texas. A 25 year veteran of the software industry, spent primarily in Sales and Sales Management, Bob brings a great set of highly refined customer service skills to our company and your agency.

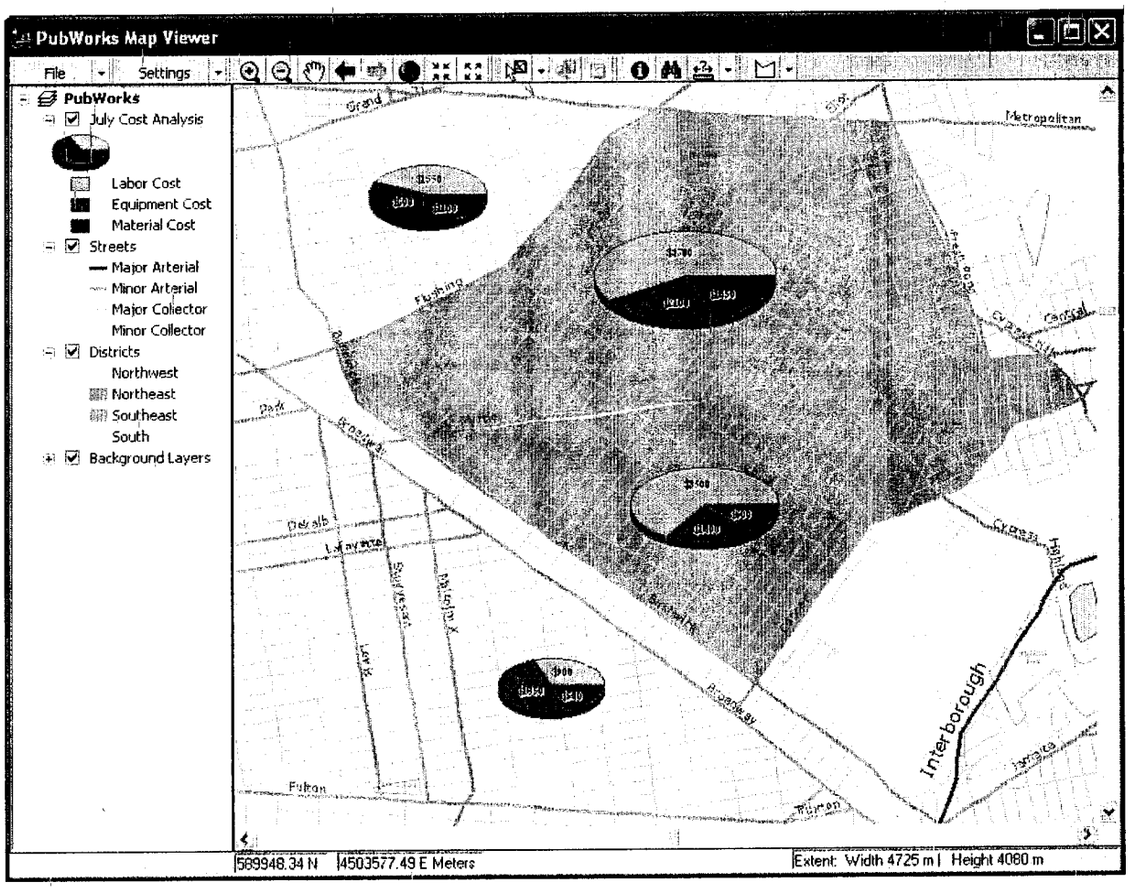
- **Peter Anzalone**, President/Founder. MS Polytechnic University. With 27 years of software development experience, Pete has guided the development of ***PubWorks*** to meet the growing needs of our Public Works customers while keeping the software user-friendly and highly productive.

- **Michael Dibble**, Director of Software Development. University of Miami. Highly skilled and experienced Software Developer and Project Manager with 30 years of experience creating systems that exceed client expectations – both functionally and technically.

Tracker Software Corporation
PO Box 6502 Snowmass Village, CO 81615
www.PubWorks.com

Asset Management / Job Costing

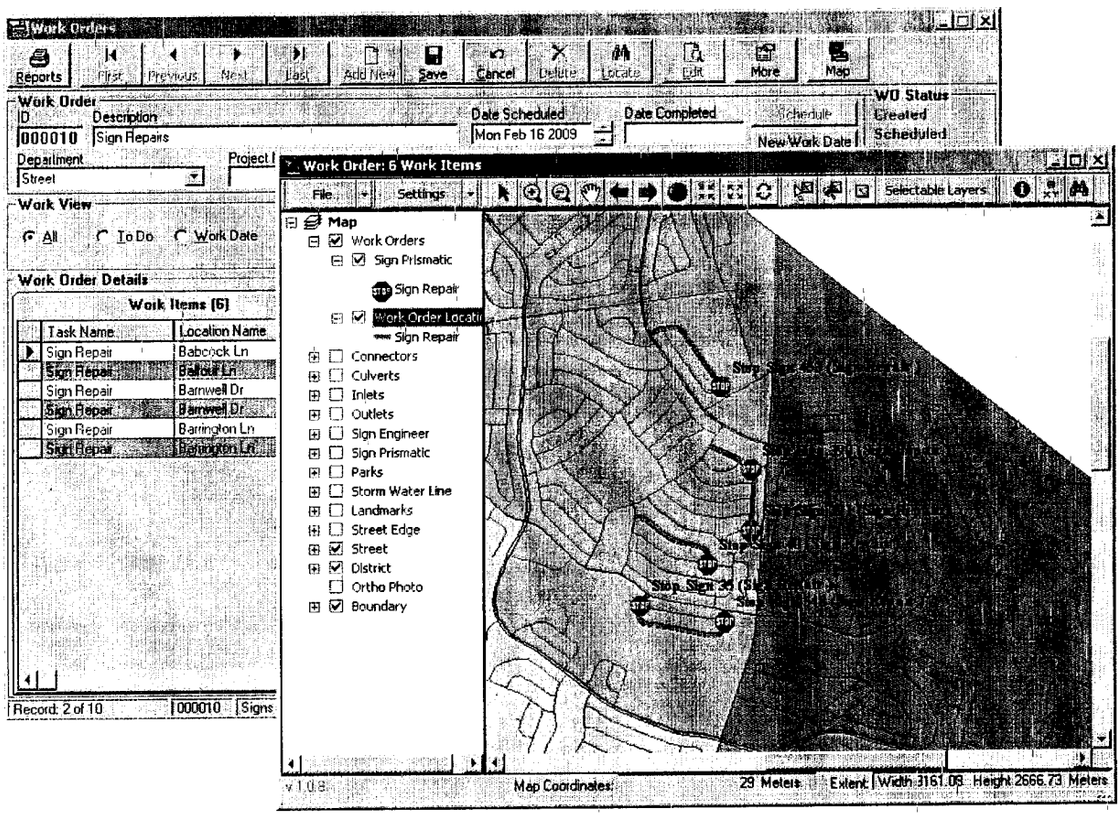
This is the cornerstone of the ***PubWorks*** system. Here you will find Asset and Equipment Inventories, Job Costing, Employees, Crews, Activities, Projects, Routes, Materials Inventory, Funds and Purchase Orders. Also included is comprehensive cost analysis and inventory management reporting. Everything you need to track data on work performed, and the equipment, materials and manpower used to maintain the varied assets in the City's possession.



PubWorks is delivered with over 370 ready-to-use reports that put powerful and sophisticated reporting just a few mouse clicks away.

Work Orders

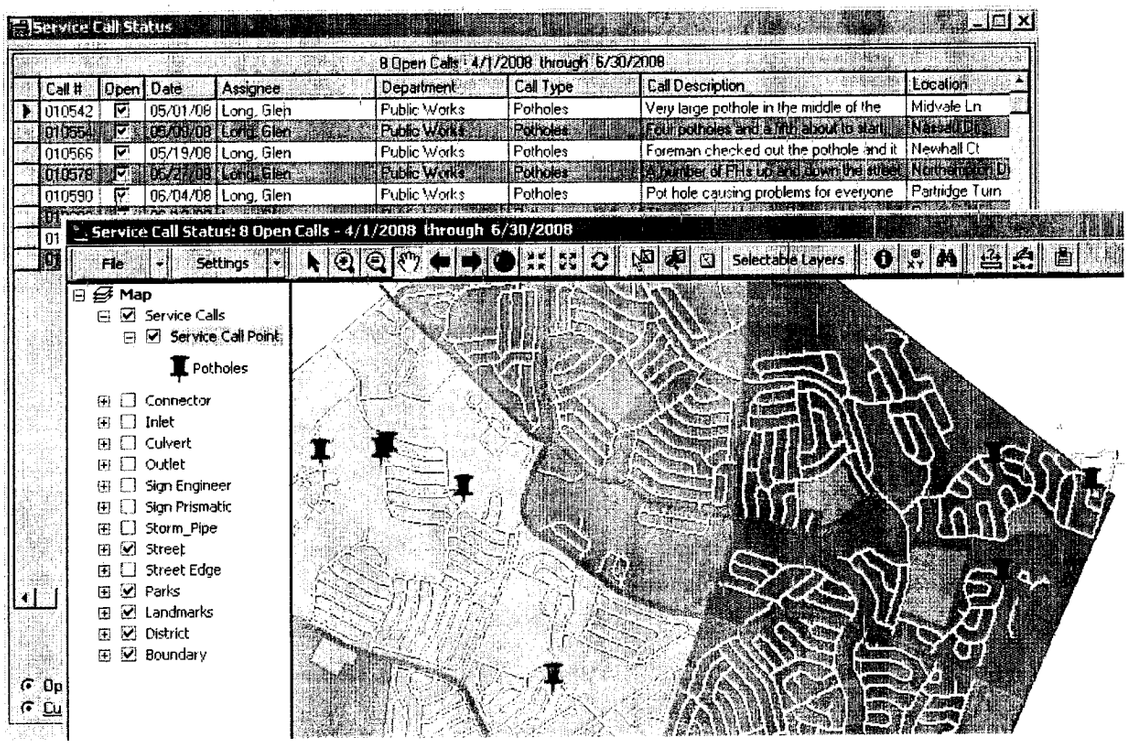
Establish work plans and schedules. Assign resources and measure costs. Easily monitor follow-through and progress. Proactively manage the work you need to perform on your signs, bridges, roads or any asset in your charge.



Seamlessly integrated with the ***PubWorks*** Asset Management / Job Costing and GIS MapViewer, Work Orders are indispensable for City's staff performing asset maintenance and resource management. There's no better way to handle Scheduled Maintenance!

Service Requests

Keeping track of resident calls and requests for service will be a problem no more. Call classification and employee assignment make progress tracking and prioritization easy. Cost monitoring and status reporting is equally easy and efficient.



Service Requests, like all of our products, seamlessly integrate with Work Orders, Asset Management / Job Costing and the GIS MapViewer making is easy to track, schedule, complete and cost your requests for service. There's no better way to handle Demand Maintenance!

Tracker Software Corporation
PO Box 6502 Snowmass Village, CO 81615
www.PubWorks.com

Reporting

Listed below are 120 of the 380 ready-to-run report choices available in ***PubWorks***.

Activity-Employee Summary
Activity-Equipment Summary
Activity-Location Summary
Activity-Contractor Summary
Activity-Materials Summary
Activity-Task Summary
Activity-Fund Summary
Activity-General Summary

Location Value Listing
Depreciation Summary
Depreciation Detail
Perpetual Inventory Summary
Perpetual Inventory Detail
Assessment Summary
Assessment Detail

Contractor Cost Summary
Contractor Location Summary
Contractor Task Summary
Contractor Fund Summary
Contractor Material Summary
Contractor 1099 Summary
Contractor Location Detail
Contractor Task Detail
Contractor Fund Detail
Contractor Material Detail

Employee Cost Summary
Employee Summary by Location
Employee Summary by Task
Employee Detail by Location
Employee Detail by Task
Employee Activity Audit
Employee Hours Breakdown
Employee Hours by Fund/Emp
Employee Hours by Emp/Fund
Employee Labor Type Summary
Regular/OT Summary
Regular/OT Detail
Employee Department Summary
Employee Dept/Location Summ
Employee Dept/Location Detail
Employee Dept/Task Summary
Employee Dept/Task Detail

Location Cost Summary
Location Unit Cost Summary
Location Task Summary
Location Task Detail
Location Comprehensive Summ
Location Comprehensive Detail
Location Emp Labor Summary
Location Fund Summary
Location Fund Task Summary
Location Feature History
Location Feature Cost History
Location Feature Cost Summary
Location Feature Cost Detail
Location Segment History
Location Segment Cost History
Location Segment Cost Summary
Location Segment Cost Detail
Location Fund Task Detail

Material Cost Summary
Material Summary by Location
Material Detail by Material
Material Detail by Location
Material Source Summary
Material Source/Dest Summary
Material Source/Dest Detail

Project Location Cost Summary
Project Location Cost Detail
Project Task Cost Summary
Project Task Cost Detail
Project Fund Cost Summary
Project Fund Cost Detail
Project Listing
Project Status Summary
Project Unit Cost Summary
Project Employee Cost Summary
Project Employee Cost Detail
Project Employee Labor Summ
Project Comprehensive Summary
Project Comprehensive Detail

Task Cost Summary
Task Location Summary
Task Location Detail
Task Fund Summary

Task Employee Labor Summary
Task Activity Notes Summary
Task Activity Notes Detail
Task Annual Summary
Task Type Summary
Task Type Annual Summary
Task Unit Cost Summary
Task Modifier Unit Cost Summary
Task Comprehensive Detail
Task Comprehensive Summary
Task/Location Detail by Activity Notes
Task Annual Task Summary
Task Annual Type Summary
Task Type/Ann/Task Summary

Fuel Summary Grouped by Equip
Fuel Summary by Date
Fuel Summary Grouped by Equipment Department
Fuel Summary Grouped by Equipment Type
Fuel Summary Grouped by Fuel
Fuel Summary Grouped by Bill-To Department
Fuel Summary Grouped by Fueling Location/Site

Fleet Equipment Task Summary
Fleet Task Equipment Summary
Fleet Parts and Labor Summary
Fleet Parts and Labor Detail
Fleet Parts Used Summary
Fleet Parts Used Detail
Fleet Repair Cost Summary
Fleet Down Time Summary
Fleet Down Time Detail
Fleet Work Summary
Fleet Work Detail
Fleet Equipment WO Summary
Fleet Equipment Part Summary
Fleet Equipment Part Detail
Fleet Part Equipment Summary
Fleet Part Equipment Detail

Tracker Software Corporation
PO Box 6502 Snowmass Village, CO 81615
www.PubWorks.com

Training

PubWorks training is preferably conducted at the customer's site and in a classroom setting. A hands-on environment is optimal with each trainee have sole access to a PC or laptop. Six to 12 trainees represent a manageable class size. To meet the particular needs of the customer, training sessions can occur in half-day segments.

Training "courses" and topics are listed below.

Asset Management & Cost Accounting Core

- General ***PubWorks*** Overview
- The ***PubWorks*** Database Structure
- The Major Data Screens and Tables
- Support Screens and Tables
- The Activity Model and Activity Screens
- Common Themes and Terminology
- Adding, Modifying and Deleting Records
- Screen Tabs
- Listing Reports
- Cost Reports
- Mapping Assets and Activities
- Admin Functions

Service Requests

- Service Request Overview
- Creating/Editing of Service Requests
- Service Request Status
- Mapping Service Requests
- Callers linked to Service Requests
- Service Requests Reports

Work Orders

- Work Order Overview
- Asset-Task Plans
- The To Do List
- Creating New Works Orders
- Updating Works Orders
- Assigning Resources
- Linking to Existing Service Requests
- Work Order Status
- Mapping Work Orders

Pricing and Licensing

PubWorks is sold as a department site license, placing no limit on the number of clients or PCs on which the software is installed.

Product/Module	**Price**
PubWorks Asset Management Core	$ 13,300
SQL Database Module	No charge
Work Orders and Planning Module	$ 3,500
Service Requests Module	$ 3,500
Software Subtotal	$ 20,300
Installation & Services	
PubWorks Installation Set-up & User Training	$ 1,950
Instructor Travel	$ 500
PubWorks Data Conversion & Set-up	$ 1,000
PinPoint Installation Set-up & User Training	$ 1,800
Pinpoint Software Assurance Program* Year 1	$ 4,820
Services Total	$ 10,570
Total	**$30,870**

Installation & Training

Given the software module configuration described above, installation and user training will require two (2) man-days on-site for both ***PubWorks*** and PinPoint GeoTech. Based on the results of the pre-installation phone conferences a specific training plan and curriculum will be outlined. Additional data conversion, custom programming, or other optional technical services are available at a cost of $125/hour.

Annual Support & Maintenance

PubWorks Annual Support & Maintenance is provided free of charge for the first six months and thereafter at a charge equal to 18% of the cost of software purchased. This comes to **$3,654**. An active Support and Maintenance agreement entitles the City to unlimited support and all program updates and enhancements at no additional charge.

PinPoint GeoTech Software Assurance Program provides technical support, feature upgrades, access to all training videos and materials, profile modifications, unit repair at cost and license exchange at a rate of $4,820/year, or 20% of the software charges.

Technical Support

Software releases are announced quarterly in our newsletter although interim release may occur more frequently. Releases and fixes can be downloaded from our web site at any time and installed on your server. The update process has been designed to be easy and straightforward for the customer so that downtime is limited to just a few minutes.

Upon notification of a customer problem, large or small, we immediately initiate a customer service request, or case, in our online problem resolution system. A trained and knowledgeable customer support representative then contacts the customer to determine the scope and complexity of the issue.

We then work directly with the customer – via phone, email or with web-based meeting facilities such as GoToMeeting – to gather trouble-shooting information. This information allows us to effectively assign the necessary resources to gain a satisfactory resolution.

Our *Service Level Objective* is to respond within 30 minutes of a client's notification of a problem. We then assign the appropriate personnel based on the urgency and impact to customer's business environment and determine the appropriate course of action.

Business Hours of Operation: 8:00am to 5:00pm MT

Business Location: Snowmass Village Colorado

Work requests may be initiated by contacting ***PubWorks*** at 1-888-920-0380 or via email at support@pubworks.com. Once a request has been received, priority assignment determines the response by technical support resources.

Custom Programming
Custom Programming, data conversion, or other optional technical services are available at a cost of **$125/hour**.

Business Management Systems, Inc.

www.bmsi-fund.com

Public Works Asset Management Software Implementation Proposal

City of Long Branch, NJ

June 1, 2011

Based on the requirements described to date, we believe that PubWorks can significantly improve your information processes while greatly enhancing the user experience.

PubWorks is sold as a **site license** placing no limit to the number of clients or PCs within Public Works. Please keep in mind the significant savings that a site license offers when comparing PubWorks to other vendors.

Total Cost Summary

Pre-installation Analysis and Consultation	**$**	**3,000**	
Data Conversion	**$**	**2,000**	
Software Modules	**$**	**34,500**	
Installation & Training	**$**	**5,700**	
Annual support, upgrades & licensing	**$**	**6,210**	**Pro-rated to coincide with fiscal year**
Annual GIS ESRI MapViewer Licensing		**see notes**	
Total Costs Included in this Quote	***$***	***45,200***	

Cost Details

Pre-installation Consultation and Analysis

A pre-installation review of the Public Works Department's processes will look to extract sufficient information to (a) understand the processes completely (b) establish a data conversion plan (c) establish a suitable training curriculum for the department's personnel.

	NOTES	COST
Service requests and Highway		$1,000
Fleet		$1,000
GIS		$1,000
Parks, Water & Sewer	$500/department	
Subtotal		**$3,000**

Software Modifications and Data Conversion

Based on current knowledge, no software modifications are needed. Data sets consist of bringing into PubWorks any electronic lists of roads, features, equipment and employees. Data conversion consists of importing historical work orders from existing software.

	NOTES	COST
Software Modifications		
Data Sets from Existing Files		$1,000
Data Conversion from Existing System		
GIS Data Conversion and Integration		$1,000

Subtotal		$2,000

Software Modules

Highly efficient and user-friendly, **PubWorks** is designed to run with Windows 7, XP & 2000 and provides unrivaled performance and reliability. **PubWorks** is sold as a site license; no limit to the number of clients. The normal installation uses a database included in the basic cost. For larger installations a SQL Server database is recommended. If a SQL Server installation is required the municipality must provide the SQL license with PubWorks as a new instance. Alternatively, MS SQL Express as a free version can be used.

	NOTES	COST
Asset Management Core Site License		$18,000
Daily Activities		included
Cost Accounting		included
Projects		included
Service Requests and Work Order Planning		$2,000
Fleet Maintenance Module		$3,000
Fuel System Interface		$500
Departmentalization with Multi-Departmental Setup with single database on server		$2,000
GIS Map Viewer		$4,000
GPS Asset Data Collector	$2,900 (optional)	
Multi-Departmental setup	$750 per addition department	
Web-based Service Request Module		
SQL Server Database (Customer either uses SQL Express or the SQL licenses are supplied by the municipality		$5,000
Subtotal of Software Modules		**$34,500**

Installation & Training

	NOTES	COST
Software Database Installation		included
Highway Training (Onsite)	3 days	$3,900
Fleet Training (Onsite)	1 day	$1,300
GIS Training (via the Web)	4 1-hour sessions	$500
Parks, Water & Sewer Training (Onsite)	1 day each department	
Subtotal Installation & Training		**$5,700**

Annual Support, Licensing and Upgrades

Annual Support, Licensing and Upgrades/Maintenance are required for this program. Included in this annual charge are:

	NOTES	COSTS
Annual Licensing and Support is 18% of the software cost	first year pro-rated to coincide with fiscal year	$6,210
Unlimited support by either phone, web, e-mail or fax		included
Upgrades to PubWorks		included
Licensing for ESRI MapViewer (See Note below)		none

NOTE: Licensing for the GIS MapViewer is with ESRI. If the municipality already has an ArcView license then that license can be used for the MapViewer. **If no license exists, then ESRI has an annual licensing cost of $200 per named user for the 1st year and $100 per named user for subsequent years.** This is important; while PubWorks is a site license with unlimited users, ESRI charges by the number of named users and therefore the number of computers with GIS access should be limited to those with a need to view GIS.

Conclusion

In a very short time-frame PubWorks can significantly improve your information processes and flow. Either now, or in the future, a GIS asset locator can be implemented with or without any previous GIS maps for the town.

Total First Year Costs are as follows	NOTES	**Items Included in Quote**
Pre-installation Analysis and Consultation		$3,000
Data Conversion		$2,000
Software Modules		$34,500
Installation & Training		$5,700
Annual support, upgrades & licensing	$6,210	Pro-rated for fiscal year
Annual GIS ESRI MapViewer Licensing		see notes
Total Costs Included in this Quote		**$45,200**

DATA CONVERSION

This proposal includes importation of basic information such as streets, tasks, signs, etc. from an electronic file in a suitable format. Unless otherwise noted, this quote does not include data conversion from an existing system. Incomplete or inconsistent data may require data cleanup by the Town. Cost for data conversion of existing fleet/work order history can be provided after a review of the existing data.

SOFTWARE TRAINING AND INSTALLATION SERVICES

The above proposal includes the cost of BMSI software installation and training up to the number of hours specified. The time used for BMSI software installation services will be deducted from the onsite training and installation time specified in the proposal. BMSI software installation and setup services are usually provided at the beginning of the first training session. Training time included in this proposal expires one year after installation of the software. Additional BMSI software installation services and training are available at $1,300.00 per day. Standard web training is included under support.

This proposal does not include hardware/operating system setup. MGMS is very compliant with a large range of configurations and difficulties are not expected. We request that your hardware support person be onsite when we are installing the program so that they can address any concerns. Pricing normally includes standard installation for said software on the appropriate server. BMSI may perform basic server installation remotely in which case the muncipality must see to it that appropriate access to the server is provided along with the muncipality's IT specialist to help with security issues. Should special services beyond the standard installation services be required by BMSI to enable the hardware/operating system to accommodate BMSI software, BMSI will bill at $125.00 per hour.

SOFTWARE SUPPORT

Software support is the correction of any "bug" or program error which interferes with the correct running of the program. Software support is also continued assistance by phone or modem to help your program operators handle those problems which they cannot cope with. Software support does not include new programming, restoration of data, additional onsite work, or environmental and hardware problems for which there would be a negotiated charge.

Software support is available by phone or modem to FRANCONIA, New Hampshire during business hours - 8:30 AM to 5:00 PM, Monday through Thursday and 8:30 AM to 3:00 PM on Friday. It is provided by trained and experienced programmers and system operators. Onsite service is also available by arrangement.

Software Licenses

For each year, the license charge will be 18% of the current undiscounted base, user, mapping, imaging and customization costs. For this charge you will receive, for a 12-month period, unlimited internet, telephone and/or modem support from our office as well as all program updates issued by our office improving the program(s).

HARDWARE REQUIREMENTS

Workstations: BMSI Windows software will run on a Pentium IV 1024 MB RAM computer using Windows 2000/XP. Windows Vista and 7 need at least 3GB RAM.

Networks: The software will run on the following networks; peer-to-peer Windows 2000/XP Pro, and Windows 2000/2003. Citrix and Novell Netware may be supported depending on the exact configuration.

Printers: PubWorks works well with most printers, however Windows printers have vastly different configuration methods and drivers so we cannot guarantee that every printer will work acceptably with our Windows software. We have tested a number of Hewlett-Packard (HP) Laser series for reports. Other printers will probably work acceptably but if they do not BMSI will test and configure them at client request provided they are shipped to our Franconia office. Please note that it may still not be possible to get a specific printer to work properly.

Other: We recommend a 19" monitor with a minimum of 1026x768 resolution. A high speed internet connection in addition to PC Anywhere.

PROPOSAL EXPIRATION DATE: BMSI will honor these prices for 90 days

TERMS OF PAYMENT: Payment for software is 50% upon receipt of purchase order and 50% upon delivery. A leasing plan is available.

If you have any questions please do not hesitate to call.

Sincerely,
BUSINESS MANAGEMENT SYSTEMS, INC.
Edward Mitchell, General Manager

Accepted by: _____ Date: _____

R# 233-11

RESOLUTION AUTHORIZING CONTRACT FOR MUSICAL PERFORMANCE FOR "SUMMER ENTERTAINMENT PROGRAMS"

WHEREAS, as part of its 2011 Summer Entertainment Program, the City of Long Branch wishes to contract with The Second Baptist Youth Gospel Chorus, to provide a musical performance by "The Second Baptist Youth Gospel Chorus" on July 31, 2011; and

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

WHEREAS, the City's Office of Community Development staff has negotiated a contract, annexed hereto, with The Second Baptist Youth Gospel Chorus for said performance, and it is the recommendation of the Director of Building and Development that it is in the City's best interest to enter into this contract; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract in Office of the Administrator, Special Events, Appropriation # 1-01-012-801 **in the amount of $ 300.00**

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Long Branch hereby authorizes a contract with The Second Baptist Youth Gospel Chorus, for a musical performance by "The Second Baptist Youth Gospel Chorus" on July 31,2011, in accordance with the contract annexed hereto, for a sum not to exceed $ 300.00

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

BE IT FURTHER RESOLVED that the Finance Director is hereby authorized to take the necessary action to provide payment to the artists/agents on the night of the performance in accordance with the terms of the contract.

BE IT FURTHER RESOLVED that the City Clerk shall cause notice of award of this contract to be advertised in accordance with law.

OFFERED: Pallone
SECOND: Cell
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON July 26, 2011
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 28th DAY OF July 20 11

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:

CONTRAT FOR MUSICAL ENTERTAINMENT
FOR SUMMER ENTERTAINMENT PROGRAM

Said contract being made as follows:

SECOND BAPTIST YOUTH GOSPEL CHORUS	**$ 300.00**

Said funds being available in the form of:

2011 BUDGET **OFFICE OF THE ADMINISTRATOR, SPECIAL EVENTS** **APPRO. # 1-01-012-801**	**$ 300.00**

Ronald J. Mehlhorn, Sr., C.P.A., R.M.A.
Finance Director, Chief Financial Officer

7/19/11
Date

ENTERTAINMENT AGREEMENT

Agreement made this 9th Day of June, 2011, between The City of Long Branch, (hereinafter referred to as "**PURCHASER**") and **Second Baptist Youth Gospel Chorus**, (hereinafter referred to as "**ARTIST**"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE:	Broadway Park
ADDRESS:	Third Avenue and Union Avenue Long Branch, NJ
CONTACT:	Veronica Taylor 93 Liberty Street, Long Branch, NJ 07740
DATE:	July 31, 2011 Rain or shine
TIME:	3:00 PM to 5:00 PM
COMPENSATION:	$300 (Payable Day of Performance) **Check payable to Second Baptist Youth Chorus**
PRODUCTION:	Gospel Music Concert.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.

2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.

3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.

4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.

5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

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

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

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

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch	ARTIST: Second Baptist Choir
By:	By: for Veronica Taylor MDA
Purchaser Representative Mayor Adam Schneider Date:	Artist Representative Date:

R# 234-11

RESOLUTION AUTHORIZING CONTRACT FOR MUSICAL PERFORMANCE FOR "SUMMER ENTERTAINMENT PROGRAMS"

WHEREAS, as part of its 2011 Summer Entertainment Program, the City of Long Branch wishes to contract with Jirk Inc., to provide a musical performance by "Brian Kirk and the Jirks" on August 25,2011; and

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

WHEREAS, the City's Office of Community Development staff has negotiated a contract, annexed hereto, with Jirk Inc., for said performance, and it is the recommendation of the Director of Building and Development that it is in the City's best interest to enter into this contract; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract in Community Development, Senior Activities, Appropriation # H-02-034-254 **in the amount of $ 2,500.00**

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Long Branch hereby authorizes a contract with Jirk Inc., for a musical performance by "Brian Kirk and the Jirks" on August 25,2011, in accordance with the contract annexed hereto, for a sum not to exceed $ 2,500.00

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

BE IT FURTHER RESOLVED that the Finance Director is hereby authorized to take the necessary action to provide payment to the artists/agents on the night of the performance in accordance with the terms of the contract.

BE IT FURTHER RESOLVED that the City Clerk shall cause notice of award of this contract to be advertised in accordance with law.

OFFERED: Pallone
SECOND: Cahill
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON July 26, 2011
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 27 DAY OF July 2011

Kathy L. Schmidt
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:

CONTRAT FOR MUSICAL ENTERTAINMENT
FOR SUMMER ENTERTAINMENT PROGRAM

Said contract being made as follows:

JIRK, INC.	**$ 2,500.00**

Said funds being available in the form of:

COMMUNITY DEVELOPMENT **SENIOR ACTIVITIES** **APPRO. # H-02-034-254**	**$ 2,500.00**

Ronald J. Mehlhorn, Sr., C.P.A., R.M.A.
Finance Director, Chief Financial Officer

7/19/11
Date

CONTRACT FOR SERVICES

Jirk Inc.
P.O. Box 2115
Red Bank N.J. 07701 (732) 741-7798 ext.101
Emergency Contact: Brian Kirk 732-693-9922

This agreement when executed on behalf of the undersigned ARTIST and PURCHASER, shall constitute a contract for the personal services of BRIAN KIRK AND THE JIRKS to provide entertainment for the PURCHASER according to the following terms and conditions.

PURCHASER:	**City of Long Branch**
LOCATION:	**Pier Village** 1 Chelsea Ave Long Branch, New Jersey 07740
DATE:	**Thursday, August 25, 2011**
HOURS:	**Times:** 7:00pm-8:30pm- 8-piece band
PRICE:	**$2,500.00**
PAYMENT:	A deposit of **$0.00** to Jirk, Inc. shall be returned with signed contract. Balance in cash/check shall be paid to Brian Kirk upon completion of the event.

TERMS AND CONDITIONS

BAND MEMBERS:

Band shall consist of Brian Kirk on vocals and guitar plus, Steve Johnson on guitar/vocals, Dan Lotito on bass/vocals, Tom Cottone on drums, Bryan Douglas on keyboards/vocals, Michael Ghegan on saxophone, Matt Cochran on trumpet, & Joel Mikulyak on trombone. Additionally, (1) sound engineer/DJ is provided with but is not limited to PA system, microphones, musical instruments, etc. Substitutes of equal musicianship will be provided for any of the above band members due to illness or extenuating circumstances.

BAND ATTIRE:

Band attire is casual wear, unless the PURCHASER or representative requests other attire.

SET UP OF MUSICAL EQUIPMENT:

Setup can begin as early as four (4) hours before the band's performance at the discretion of the PURCHASER or representative. All equipment will be set up by thirty (30) minutes before performance time.

LIGHTING:

Lighting can be provided by ARTIST at an additional charge of: **$200.00.** PURCHASER must notify ARTIST in writing, at least 2 months in advance prior to the date of their event if lighting is to be provided by ARTIST. Doing so insinuates that the PURCHASER agrees to pay the above fees.

OVERTIME:

If & when agreeable by PURCHASER & ARTIST, the time of engagement may be extended at a pro-ratable overtime rate of: **N/A**, to be paid **prior** to the overtime period.

TAXES/INSURANCE:

PURCHASER assumes no liability for any Withholding taxes, Social Security Contribution, Unemployment Insurance, Workmen's Compensation or any other payment and report of these and any other taxes or contributions. Certificate of Liability Insurance can be provided by ARTIST to PURCHASER for the date of their event.

DEPOSIT & CANCELLATION POLICY

A non-refundable deposit is required for all events to confirm reservation. Cancellations are accepted at any time. The deposit is fully refundable should ARTIST book an event of equal or more value on this date due to cancellation by PURCHASER.

- Leader of ARTIST, Brian Kirk, represents and warrants that each musician and entertainer who is a member of ARTIST is to be bound by the terms of this contract.
- The laws of the State of New Jersey shall govern this contract.
- The agreement of the Artist to perform on the engagement date is subject to proven detention by illness, accident, riot, strike, epidemic, and acts of God. If this occurs, the deposit shall be refunded to the purchaser in full.
- This contract constitutes the entire agreement among the parties and may not be rescinded, reformed, modified or canceled except in writing and signed by the party to be changed.
- The undersigned parties agree to the above terms set forth on this day of **March 15, 2011.**

PURCHASER:
City of Long Branch
Barry Stein

DATE:

344 Broadway
Long Branch, NJ 07740

ARTIST:
Brian Kirk

DATE: 3/15/11

108 Shrewsbury Ave
Red Bank, NJ 07701

R# 235-11

RESOLUTION AUTHORIZING CONTRACT
FOR SOUND AND LIGHTS FOR MUSICAL PERFORMANCES
FOR SUMMER ENTERTAINMENT 2011

WHEREAS, the City of Long Branch wishes to procure the services of Music Men Productions, Ltd, to provide sound and lights for musical performances throughout the summer; and

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

WHEREAS, the City's Office of Community Development Staff has negotiated with Music Men Productions, Ltd, to provide sound and lights for Summer Concert events and it is the recommendation of the Community Development Staff that it is in the City's best interest to enter into a contract as detailed below; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form attached hereto, that funds are available for this contract in the following appropriation H-02-036-254 for a sum not to exceed $ 400.00

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch that they hereby authorize the following contracts:

Music Men Productions, Ltd, for sound for the Solitude Jazz Trio on July 26, 2011 for a sum not to exceed $ 400.00

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

BE IT FURTHER RESOLVED, that the Finance Director is hereby authorized to take the necessary action to provide payment to the agent on the night of the performance in accordance with the terms of the contract.

OFFERED: Pallone
SECOND: Cellı
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, ...THY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF ...ONG BRANCH, DO HEREBY CERTIFY THE FOREGOING ...S BE A TRUE, COMPLETE AND CORRECT COPY OF ...ESOLUTION ADOPTED BY THE CITY COUNCIL AT A ...ULAR MEETING HELD ON July 26, 2011
IN WITNESS WHEREOF, I HAVE HEREUNTO SET ...S HAND AND AFFIXED THE OFFICIAL SEAL OF THE ...ITY OF LONG BRANCH, MONMOUTH COUNTY, NEW ...ERSEY THIS 4th DAY OF July 2011
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:

CONTRAT TO PROVIDE SOUND FOR MUSICAL PERFORMANCE FOR SUMMER ENTERTAINMENT PROGRAM

Said contract being made as follows:

MUSIC MEN PRODUCTIONS, LTD	**$ 400.00**

Said funds being available in the form of:

COMMUNITY DEVELOPMENT **SENIOR ACTIVITIES** **APPRO. # H-02-036-254**	**$ 400.00**

Ronald J. Mehlhorn

Ronald J. Mehlhorn, Sr., C.P.A., R.M.A.
Finance Director, Chief Financial Officer

7/19/10
Date

R# 236-11

RESOLUTION AUTHORIZING CONTRACT FOR FIREWORKS DISPLAY FOR THE JAZZ AND BLUES FESTIVAL

WHEREAS, as part of its 2011 Jazz and Blues Festival the City of Long Branch wishes to contract with International Fireworks Company to provide a Fireworks Display at the Jazz and Blues Festival on August 27, 2011; and

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

WHEREAS, the City's Office of Community Development staff has negotiated with International Fireworks Company, to provide a Fireworks Display and it is the recommendation of the Community Development Staff, that it is in the City's best interest to enter into a contract as detailed below; and

WHEREAS, THE Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form attached hereto, that funds are available for this contract in Community Development, Senior Activities, H-02-034-254 in the amount not to exceed $ 5,000.00

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

International Fireworks Company, for a Fireworks Display on August 27, 2011 for a sum not to exceed $ 5,000.00

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

BE IT FURTHER RESOLVED, that the Finance Director is hereby authorized to take the necessary action to provide payment on the night of the performance in accordance with the terms of the contract.

BE FURTHER RESOLVED, that the City Clerk shall cause notice of award of this contract to be advertised in accordance with law.

OFFERED: Pallone
SECOND: Celli
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON July 26, 2011
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 July 2011

Kathy L. Schmelz
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:

CONTRAT TO PROVIDE FIREWORKS AT THE JAZZ AND BLUES FESTIVAL

Said contract being made as follows:

INTERNATIONAL FIREWORKS	**$ 5,000.00**

Said funds being available in the form of:

COMMUNITY DEVELOPMENT **SENIOR ACTIVITIES** **APPRO. # H-02-034-254**	**$ 5,000.00**

Ronald J. Mehlhorn, Sr., C.P.A., R.M.A.
Finance Director, Chief Financial Officer

7/12/11
Date

INTERNATIONAL Fireworks Mfg.Co.

Main Office/Plant: P.O. Box 6, Sycamore Rd.
Douglassville, PA 19518
Office: 189 Berdan Avenue, Suite 456
Wayne, NJ 07470-3233

E-mail: sales@fireworksrus.com
Phone 610-385-3086
Fax 610-385-3754
Toll Free 1-888-811-BOOM

City of Long Branch
344 Broadway
Long Branch, NJ 07740

Dear Barry,

Enclosed is the program for your August 27th display for the Jazz & Blues Festival. As always this will be a continuously fired show that will keep the sky filled and ending with a truly spectacular finale. We try to keep our shows fresh and exciting, so we are always developing new and different patterns, which you will see at your display. It also will include many of our signature **MULTI-COLOR/MULTI-EFFECT** and **EXTRA LOUD BARRAGE SEGMENTS** which are designed to bring dramatic results that will make your **Fireworks the Talk of the Town .**

We have become a premier fireworks company not by chance or by playing the **numbers game** instead we opt to go with **quality and our crowd-pleasing special effects** rather than **inflated numbers**. As you will see our stellar performance and reputation will remain consistent as we strive to exceed our customer's expectations

Enclosed is the contract for your display. Please sign and return the contracts and I will process the paperwork and order the insurance certificates that the town requires.

I hope you find this satisfactory, and again if you have any questions or I can be of any service, please give me a call.

Thanking you in advance.

Very truly yours,

Geraldine Serpico
Vice President

Contract of
International Fireworks Mfg. Co

This agreement entered 6/8/2011 by and between the International Fireworks Mfg. Co., party of the first part and City of Long Branch party of the second part.

International Fireworks Mfg. Co. agrees to display for said party of the second part at Beach Front, Long Branch, NJ on August 27, 2011 in a location to be designated by said party of the second part and approved by International Fireworks Mfg. Co. one exhibition of fireworks, in accordance with the program that was mutually agreed upon. We reserve the right to make substitutions of equal or greater value as long as it does not reduce the value of the program that was agreed upon. The cost of this program is based on the value of the shells & effects and not on shell count. International Fireworks Mfg. Co. agrees to furnish sufficient skilled labor to set up and shoot the fireworks.

The party of the second part agrees to furnish a front loader for beach access and the necessary police protection at all times during the preparation of the exhibition and firing of same, and for at least a period of 30 minutes after the exhibition is fired. The party of the first part agrees to inspect the area the night of the display to safely remove and dispose of any unexploded shells or live components. Furthermore, the party of the second part agrees to take responsibility for the cleanup of fallout debris after the display. The party of the second part agrees to procure any and all necessary permits and licenses, which may be required by the municipal or state authorities. International Fireworks Mfg Co will do a post display inspection the night of the display any first light inspection is the responsibility of the sponsor

International Fireworks Mfg. Co. agrees to furnish insurance, Public Liability and Property damage in the amount of Five Million Dollars, a certificate being furnished to that effect to the party of the second part.

International Fireworks Mfg. Co. agrees that in the event of rain or inclement weather, a postponement may be made to August 28, 2011 or a date to be determined up until March 1, 2012. There will be a postponement fee, if the display has been delivered to the site of actual cost incurred. If the sponsor notifies us of a postponement prior to the display leaving our warehouse there will be an administration fee of cost incurred. In the event of total cancellation before set up, the party of the second part agrees to pay 50% of the contract price plus expenses incurred. It is also understood and agreed by the parties hereto that in the event the fireworks have been taken out and set up before any rain then such exhibition of fireworks must be carried out in the best possible manner without any deductions whatever from the hereinafter named compensation.

The party of the first part shall not incur any liability for any loss or for any failure to perform any obligation hereunder due to causes beyond its control without limitation legal or regulatory restrictions.

The party of the second part agrees to pay the total contract price of $5000.00 to International Fireworks Mfg. Co. within 10 days after this display has been performed.

By
International Fireworks Mfg. Co. Inc.
Geraldine Serpico
Vice President

By
City of Long Branch

Date

R# 237-11

RESOLUTION APPROVING AND ACCEPTING THE CORRECTIVE ACTION PLAN OF THE CHIEF FINANCIAL OFFICER RELATIVE TO THE YEAR 2010 AUDIT

WHEREAS, the audit of the City of Long Branch, for the year ended December 31, 2010, contained certain comments and recommendations of the City Auditor concerning corrective action to be taken by the City of Long Branch; and

WHEREAS, the Chief Financial Officer has developed a corrective action plan in response to the City Auditor's comments and recommendations as contained in the 2010 audit; and

WHEREAS, a copy of said corrective action plan is attached hereto and made a permanent part hereof as schedule A; and

WHEREAS, the governing body wishes to acknowledge, accept and implement the corrective action plan prepared by the Chief financial Officer for the 2010 audit.

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

1. That the Mayor and Council do hereby acknowledge, accept and authorize the implementation of the corrective action plan prepared by the Chief Financial Officer in response to the City Auditor's comments and recommendations in the 2010 audit.

2. That a certified copy of this resolution, together with a copy of the corrective action plan, a copy of the audit and a copy of comments and recommendations of the City Auditor shall be submitted by the City Clerk to the Division of Local Government Services within ten (10) days of adoption of the within resolution.

3. That a certified copy of this resolution be forwarded by the City Clerk to the City Auditor and Chief Financial Officer.

OFFERED: Pallone

SECOND: Coll.

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON July 26, 2011

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 July, 2011

Kathy L. Schmelz

MUNICIPAL CLERK, R.M.C.

CITY OF LONG BRANCH
COUNTY OF MONMOUTH, NEW JERSEY

COMMENTS AND RECOMMENDATIONS

Internal Controls

Finding #2010-1

During our audit of the City's Internal Controls, we noted that the City was deficient in reporting in several review areas to the Federal Transit Administration ("FTA") and had failed to comply with the FTA's corrective action requirements.

In order to improve controls over the City's Internal Controls, we recommend the city comply with FTA requirements.

Response

- **Analysis:**
  FTA conducted a Triennial audit of our program (after only several month in place), we were informed that we did well on the audit but certain deficiencies must be corrected. We felt that these items were addressed shortly after the review.
- **Corrective Action Plan:**
  The City's consultant, Ralph Basile of BBP, our attorney Robert Beckelman and City Business Administrator Howard H. Woolley, Jr., are working on the issues that the Audit presented and feel that the City will be in compliance no later than August 15, 2011.

- **Implementation Date:**
  August 15, 2011

Municipal Court

Finding #2010-2

During our audit of the City's Municipal Court, we noted that the tickets assigned to an officer but not issued are outstanding for more than 6 months.

Response

Analysis:

There are tickets issued to police officers and un-issued for periods in excess of six months.

Corrective Action Plan:

As in previous years this report is something that is worked on monthly. With officers losing their books or lending them out to other officers, they will show as outstanding. I have explained to officers when they are signing out their ticket books they are to guard them closely. Even when they let another officer use one ticket out of their book, it will show that they have outstanding tickets because it was assigned to their badge number. This will be worked on continuously and we will get all of the officers on the same page to either let the court know when they lend out a book or let us know when someone uses a ticket out of their book and / or to bring them back to be reassigned after 6 months if they haven't issued all tickets.

Implementation date:

July 2011

R# 238-11

RESOLUTION
ANNUAL REPORT OF 2010 AUDIT

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transaction; and

WHEREAS, the Annual Report of audit for the year 2010 has been filed by a Registered Municipal Accountant with the City Clerk pursuant to N.J.S.A. 40A:5-6, and a copy has been received by each member of the governing body; and

WHEREAS, R.S. 52:27 BB-34 authorizes the local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affair; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed as a minimum, the sections of the annual audit entitled: General Comments/Recommendations; and

WHEREAS, the members of the governing body have personally reviewed as a minimum the Annual Report of Audit and specifically the sections of the Annual Audit entitled: "Comments/Recommendations" as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jeersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the regulation of the Local Finance Board of the State of New Jersey New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52::27BB-52 - to wit:

> ***R.S. 52:27BB-52*** - " A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the Director of the Division of Local Government Services under the provisions o this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars ($1,000.00) or imprisoned for not more than one year, or both in addition shall forfeit his office."

NOW, THEREFORE, BE IT RESOLVED,, that the City Council of the City of Long Branch hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

MOVED: Pallone
SECONDED: Cell.

AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON July 26, 2011
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 27 DAY OF July 2011

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

R# 239-11

RESOLUTION RELEASING ESCROW DEPOSIT

PROJECT: Sairs Avenue Holding, LLC
BLOCK: 133
LOT: 1

WHEREAS escrow funds have been posted for the above referenced project, and,

WHEREAS the application is complete.

WHEREAS the applicant has request the return of any escrow deposits; and

WHEREAS the Planning Division has reviewed said request and has recommended release of the following guarantees:

Application Escrow	$1,691.36
Application Escrow	. 21

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that the Finance Director is hereby authorized to refund the application escrow funds in the amount of $1,691.57, plus accrued interest if applicable, to

Sairs Avenue Holdings,LLC
c/o Site Management LLC
1912 Highway 35
Oakhurst, NJ 07755

OFFERED: Pallone
SECOND: Cell
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON July 26, 2011
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 July 2011

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

R# 240-11

RESOLUTION RELEASING ESCROW DEPOSITS

PROJECT: SIBCO Properties LLC
BLOCK: 228
LOT: 5

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

WHEREAS the applicant has requested return of said guarantees, and,

WHEREAS the City Engineers, Birdsall Engineering Inc., has recommended the release of said guarantees.

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

Application Escrow	$ 2.93
Performance Cash	$ 6,444.76

in the total amount of $ 6,447.69, plus accrued interest if applicable, to:

SIBCO Properties, LLC
PO Box 193
West Long Branch, NJ 17764

NOW THEREFORE BE IT FURTHER RESOLVED that the Irrevocable Standby Letter of Credit (Performance), issued by Central Jersey Bank, N.A.,#2010-03-069 in the original amount of $189,928.80, reduced by amended #2010-03-069 to $56,978.64, effective March 1, 2010, , is hereby released.

BE IT FURTHER RESOLVED that the City Clerk forward a certified copy of this resolution to the above named developer as proof of release of the above referenced guarantees.

OFFERED: Pallone
SECOND: Celli
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON July 26, 2011
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 July 2011

Municipal Clerk, Kathy L. Schmelz

R# 241-11

RESOLUTION ACCEPTING THE DONATION OF ONE 2012 VICTORY ENCLOSED TRAILER AND ONE 2005 HOMESTEADER TRAILER FOR THE DEPARTMENT OF RECREATION

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby accept the donation of one 2012 Victory Enclosed Trailer (Vin #1V9BE1623CR175125) from Thomas Greenwald and one Homesteader Trailer (Vin# 5HABV12165N048493) from Gene Hession for the Department of Recreation; and

BE IT FURTHER RESOLVED, that the Comptroller shall be notified to place the trailers on the City's fixed asset inventory list.

MOVED: Pallone
SECONDED: Cell.

AYES: 5
NAYS: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON July 26, 2011
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 July 2011
Kathy L. Schmelz
MUNICIPAL CLERK, R.M.C.

R# 242-11

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 properties for the years 2009 and 2010, and,

WHEREAS, the taxes on the certain properties for the 2009 and 2010 tax years 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 an individual check to the taxpayer(s) shown below in the total amount of $85,547.51.

BLOCK	LOT	NAME	YEAR	AMOUNT
54	3	City of Long Branch	2010	5,493.98
62	5	City of Long Branch	2010	2,826.76
27	4.01	City of Long Branch	2010	20,680.79
12	3.01	City of Long Branch	2010	1,877.00
18	8.01	City of Long Branch	2010	3,754.00
30	4	City of Long Branch	2010	6,197.85
87	5.36	City of Long Branch	2010	3,474.33
159	6	City of Long Branch	2009	2,725.05
13	2	City of Long Branch	2010	6,832.28
257	14	City of Long Branch	2010	2,562.11
254	1	City of Long Branch	2009	9,540.62
254	1	City of Long Branch	2010	7,581.20
87	9.017	City of Long Branch	2010	1,709.95
87	9.432	City of Long Branch	2010	1,126.20
297.02	7	City of Long Branch	2010	1,877.00
29	11	City of Long Branch	2010	7,288.39

(REFUND FOR 2009 AND 2010 TO BE APPLIED TO FUTURE TAXES PER JUDGMENT)

OFFERED: Pallone

SECOND: Celli

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF A RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON July 26, 2011

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 July 2011

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

R# 243-11

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: Pallone

SECONDED: Cell.

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

I hereby certify the foregoing to be a true copy of a resolution adopted by the City Council at their Regular meeting held on July 26, 2011.

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 July, 2011

Kathy L. Schmelz

Kathy L. Schmelz, RMC
City Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of July 26, 2011. 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 and 4:30 P.M. Monday through Friday.

A T & T	Utilities - Telephone - Bill Dated 6/30/11 - Various Locations	*	1,596.12
A.R. Communications	Radio Repairs - Various Trucks - Fire Dept.		405.50
After The Reign Band, LLC.	Musical Performance - After The Reign - 7/21/11 - Administration	*	1,000.00
AICPA	Membership Dues - 8/1/11-7/31/12 - Finance Director	*	394.00
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Hotel Campus - June 2011	*	66.00
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Retainer - June 2011	*	2,500.00
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - General/Litigation/Redevelopment/Tax Appeals - June 2011	*	19,471.43
Auto Zone	Misc. Automotive Parts - April 2011 - DPW		852.29
B & C Communications, Inc.	Radio Equipment - Fire Dept.		3,133.65
B. Keith Controls, Inc.	Misc. Parts - Truck #25-8-85 - Fire Dept.		10.90
B.C.M. Irrigation	Spring Turn On & Repairs - Various Locations - DPW		4,502.00
Best Trophies & Awards	Trophies for Basketball Tournament During Oceanfest - Recreation Dept.		161.50
Bullet Lock & Safe Co.	Misc. Keys/Locks - May 2011 - DPW / Recreation Dept.		81.50
Century Office Products, Inc.	Copier Maintenance - 6/15-9/15/11 - Various Depts.		3,265.02
Cherry Valley Tractor Sales, Inc.	Misc. Parts - Beach Tractor #107 - DPW		410.05
City of Long Branch Clearing Account	Reimburse Clearing Account	*.	29,508.60
City of Long Branch Clearing Account	Reimburse Clearing Account	*	193,134.38
City of Long Branch Clearing Account	Reimburse Clearing Account	*	22,037.43
City of Long Branch Clearing Account	Reimburse Clearing Account	*	161,306.99
City of Long Branch Clearing Account	Reimburse Clearing Account	*	278,192.01
City of Long Branch Clearing Account	Reimburse Clearing Account	*	980,329.02
City of Long Branch Payroll Agency	Payroll Dated 7/08/2011	*	44,029.11
City of Long Branch Payroll Agency	Payroll Dated 7/08/2011	*	5,193.70
City of Long Branch Payroll Agency	Payroll Dated 7/08/2011	*	931,106.21
County of Monmouth - Division of Fleet Services	(2) Traffic Control Vehicles for Oceanfest Traffic Control Plan - Police Dept.		150.00
Downes Forest Products, LLC.	Supply & Install Mulch - DPW		3,400.00
Eatontown TV & Appliance Co.	Air Conditioning Units for Library & Senior Center - DPW		922.00
Elberon First Aid	2011 Donation		26,000.00
Eric Reisher	Technical Support Services - May & June 2011 - L.B. Cable Commission		475.00
Evergreen Translation Services	Mandarin Interpreting Services - St. vs Wang - 6/29/11 - Municipal Court		310.00
F & C Automotive Supply	Misc. Parts - Various Vehicles - DPW		513.89
Firefighter One	Misc. Tools & Equipment - Fire Dept.		273.12
Flowers By Van Brunt	Flowers for Memorial Day Services - 5/30/11 - Recreation Dept.		700.00
Fort Dearborn Life Insurance Co.	Life Insurance - July 2011	*	1,218.67

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

ank Banafato	Musical Performance - Special Request - 7/19/11 - Administration		880.00	Pymt #1
eehold Ford, Inc.	Misc. Parts - Various Vehicles - DPW		199.05	
reehold Township Health Dept.	Lead Inspector Services - January & February 2011		1,537.04	
agliano Appraisal, LLC.	Tax Appeals - June 2011		95.95	
General Linen & Paper Supply	Janitorial Supplies for Beachfront - DPW	*	9,246.00	Pymt #6
Gerald Carroll	Reimbursement for Purchase of Phone Accessories & Computer Supplies - IT-Administration		2,352.00	Pymt #6
Global Gov't. / Education Solutions, Inc.	Computer Equipment - DPW		693.00	Pymt #6
Greenbaum, Rowe, Smith & Davis	Legal Service Rendered - West of Pier - June 2011		2,928.64	Pymt #6
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - COAH/Planning - June 2011		385.00	
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Hotel Campus - June 2011		146.94	
Hilsen Termite & Pest Control, Inc.	Legal Services Rendered - General Redevelopment - June 2011		77,700.00	
Home Depot	Integrated Pest Control - June 2011 - Various Locations - Health Dept.	*	1,250.00	Final Pymt
Hutchins, Farrell, Meyer & Allison, P.A.	Various Building Materials - DPW		1,140.00	
Hutchins, Farrell, Meyer & Allison, P.A.	2010 Annual Audit Report		750.84	
Impact Technology Solutions, LLC.	Professional Services Rendered - 2010 NMRSIRs & Moody's Investors Service		700.00	
Intelligent Products, Inc.	Annual Service Contract for Courtroom Video Arraignment System - 4/1/11-3/31/12 - Mun. Court		700.00	
Jamm Printing	Mutt Mitts - DPW	*	65,707.11	
Jerry Dugger	Various Printed Forms - Fire Prevention Office / Building Dept.	*	979.78	
Jersey Central Power & Light	Musical Performance - The Dugger Brothers - 7/10/11 - Administration		1,000.00	
John Deere Landscapes, Inc.	Utilities - Electric (Street Lighting Included) - Bills Dated 4/29-7/1/11 - Various Locations	*	800.00	
Jon Barone	Chemicals for Great Lawn & Manahassett Creek Park - DPW	*	59.99	
Joseph J. Cieri, Jr.	Musical Performance - Jonny B & The Blues Blazers - 7/12/11 - Administration		4,114.20	
K-Mart	Tent for Oceanfest Roof Top Post - Police Dept.		80.00	Pymt #3
Liberty Paper & Janitorial Supply	Janitorial Supplies for Beachfront & City Hall Building - DPW		2,079.85	Final Pymt
Lisa Gall	Services for Community Connections - June 2011		150,000.00	
Lomurro, Davison, Eastman & Munoz	Legal Services Rendered - Bond Attorney - July 2011	*	1,852.28	
Long Branch Public Library	2011 Contribution		530.84	
Long Branch Sewer Authority	Sewer Charges - Third Quarter 2011		1,000.00	Pymt #6
Lowe's	Various Building Materials - DPW		2,181.50	
Michael A. Irene, Jr. Esq.	Legal Services Rendered - Retainer for Zoning Board - June 2011		930.25	
Minerva Cleaners, LLC.	Repair / Inspection of Turn Out Gear - Fire Dept.		500.00	
Mocean Hollow Metal & Hardware, Inc.	Rear Kitchen Door for Fire Headquarters - DPW		375.00	
Monmouth University	Post Prom for Shore Regional High School - 6/14/11 - Coastal Monmouth Alliance		1,708.80	
Moore North America, Inc.	Safety Paper for Certified Copies - Health Dept.		300.00	
Motorola Solutions, Inc.	(4) Pagers - Fire Dept. / OEM	*	16,363.60	
Naval Surface Warfare Center	Night Vision Equipment Loan - 8/10/11-8/10/12 - Police Dept.		1,500.00	
New Jersey American Water Co.	Utilities - Water (Hydrants Included) - Bills Dated 5/6-6/24/11 - Various Locations		150.00	
New Jersey Youth Soccer	Registration for Youth Soccer Players - Recreation Dept.		110.84	
	Annual Membership Dues - S. Midose - July 2011 / July 2012 - Building Dept.		630.00	
	Printer Cartridges - Administration			
	Service Call on Generator at City Hall Building - 3/28/11 - DPW			

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

				549.07
R & R Radar, Inc.	Certifications/Repairs to Radars - Police Dept.		*	800.00
Ralph Clayton	Concrete for Great Lawn - DPW			12,664.76
RB Express, LLC.	Musical Performance - RB Express - 7/16/11 - Administration			504.00 Pymt #1
Riggins, Inc.	Diesel Fuel - Delivered on 6/20/11 - DPW			75.00
Robyn Ellenbogen	Coordinator for Various Arts Council Events/Programs - April / June 2011			175.60
Safelite Fulfillment, Inc.	Install Windshield - PW #104 - DPW			337.50
Sharp Electronics Corp.	Lease of Copier - July 2011 - Recreation Dept.			840.32
Signs By Tomorrow	Signs for Soccer Try Outs - Recreation Dept.			800.00
Siperstein's	Paint/Materials - May 2011 - DPW			2,208.43
Skip's Sports	T-Shirts for Summer Staff - Recreation Dept.		*	1,200.00
Skylands Area Fire Equipment & Training, LLC.	Fire Gear for OEM Director			299.00
Smooth Productions, LLC.	Musical Performance - Valerie Adams & The Dimension Band - 7/12/11 - Administration			100.00
Software Technologies	Annual Support Contract - DPW			149.99
St. Michael's Church	Full Page Ad in Journal - 125th Anniversary Celebration - Mayor's Office			1,380.00
Staples Advantage	Fax Machine - DPW			9,671.50 Pymt #1-2
Stonex Cast Products, Inc.	Bench Ends for Memorial Benches - DPW			1,325.00
T & M Associates	Engineering Services Rendered - Solid Waste Collection Services - March / June 2011			4,992.00 Pymt #10
Tasc Fire Apparatus, Inc.	Annual Preventive Maintenance - Truck #25-8-85 - Fire Dept.			1,248.00 Pymt #5
Thompson Design Group, Inc.	Professional Services Rendered - General - May 2011			1,560.00 Pymt #2
Thompson Design Group, Inc.	Professional Services Rendered - Broadway Gateway North - May 2011			6,239.14
Thompson Design Group, Inc.	Professional Services Rendered - Beachfront North - May 2011		*	1,450.00
Transaxle Corp.	Misc. Parts - PW #219 - DPW		*	5,245.00
Treasurer, State of NJ	Marriage/Civil Union License Report - Second Quarter 2011		*	29,508.60
Treasurer, State of NJ - Dept. of Comm. Affairs	State Training Fees - Second Quarter 2011			189.68
Treasurer, State of NJ - Dept. of Comm. Affairs	Demolition Loan		*	25,000.00
Trico Equipment Services, LLC.	Misc. Parts - PW #103 - DPW		*	379.84
United States Postal Service	Postage for Meter - Tax Collector's Office		*	49.99
Verizon	Utilities - Telephone - Bill Dated 7/1/11- Various Locations			570.96
Verizon Communications	Utilities - Internet Service - Bill Dated 6/25/11 - Recreation Dept.		*	1,300.00
W.W. Grainger, Inc.	Misc. Equipment - DPW			
Xiaofen Zhang	Musical Performance - Saron Crenshaw Band - 7/17/11 - Administration			
				3,185,962.40
TOTAL CURRENT				
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - School Project - June 2011		*	22.00
BBP, LLC.	Professional Services Rendered - Pier Project Management - June 2011			7,782.50 Final Pymt
City of Long Branch Clearing Account	Reimburse Clearing Account		*	22.00
City of Long Branch Clearing Account	Reimburse Clearing Account		*	14,761.75
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Pier Design - June 2011			5,460.00 Pymt #6

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

TOTAL CAPITAL			**28,048.25**	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	1.96	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	62.40	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	1,053.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	4,502.37	
City of Long Branch Payroll Agency	Payroll Dated 7/08/2011	*	321.28	
City of Long Branch Payroll Agency	Payroll Dated 7/08/2011	*	4,181.09	
Fort Dearborn Life Insurance	Life Insurance - July 2011	*	1.96	
Lou's Uniforms	Animal Control Uniform - J. Kennedy - Health Dept.		389.97	
NJ Dept of Health & Senior Services	Dog Report - June 2011	*	62.40	
TOTAL DOG			**10,576.43**	
Boundary Fence Co.	(6) Recycling Cages - Various Locations - Community Dev.		2,580.00	
Century Office Products, Inc.	Copier Maintenance - 5/24-8/24/11 - Community Dev.		869.95	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	3,009.80	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	4,500.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	18,893.53	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	5,870.39	
City of Long Branch Payroll Agency	Payroll Dated 7/08/2011	*	421.39	
City of Long Branch Payroll Agency	Payroll Dated 7/08/2011	*	5,449.00	
Fort Dearborn Life Insurance	Life Insurance - July 2011	*	9.80	
Lisa Bagwell	Services to Manage Community Gardens Project - May / July 2011		1,200.00	Pymt #4-9
Music Men Productions, LTD.	Sound & Lights - West End Car Show I - 7/16/11 - Community Dev.	*	4,500.00	
N.J. Gravel & Sand Co.	Delivery of Top Soil for Seventh Avenue - June 2011 - Community Dev.		482.00	
Skip's Sports	T-Shirts for Oceanfest Basketball Tournament - Community Dev.		608.00	
The Nerds, Inc.	Musical Performance - The Nerds - 7/14/11 - Community Dev.	*	3,000.00	
TOTAL HUD			**51,393.86**	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Beachfront North II - June 2011	*	209.07	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Pier Village III - June 2011	*	22.00	
Birdsall Engineering	Engineering Services Rendered - March 2011 - Planning Board		1,895.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	0.98	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	231.07	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City of Long Branch Clearing Account	Reimburse Clearing Account	*	17,475.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	3,675.40	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	40,957.85	
City of Long Branch Payroll Agency	Payroll Dated 7/08/2011	*	752.60	
City of Long Branch Payroll Agency	Payroll Dated 7/08/2011	*	40,205.25	
Fort Dearborn Life Insurance	Life Insurance - July 2011	*	0.98	
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Pax Plaza - June 2011		42.00	Pymt #1
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Pier Village III - June 2011		243.50	Pymt #6
La Guardia & Associates	Musical Performance - The Miracles - 7/16/11 - Administration	*	17,475.00	
Marine Rescue Products, Inc.	Rescue Cans for Junior Lifeguard Program - Recreation Dept.		560.00	
Michael A. Irene, Jr.	Legal Services Rendered - February 2011 - Zoning Board		462.00	
Thompson Design Group	Professional Services Rendered - Pier Village III - May & June 2011		12,197.60	Pymt #5-6
TOTAL TRUST OTHER			**136,405.30**	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City Of Long Branch

MEMO

To: Kathy Schmelz

From: Michael Martin, Comptroller

CC:

Date: **7/25/11**

Re: Smooth Productions/ Valerie Adams Band

Please remove Check # 13805 for Smooth Productions in the amount of $1,200.00 from the 7/26/11 Bill List. This check has been voided due to band cancellation.

R# 244-11

RESOLUTION AUTHORIZING BID AWARD FOR BATH AVENUE RECONSTRUCTION PHASE 1 & 2

WHEREAS, bids were received and publicly opened at the Long Branch Municipal Building on April 6, 2011 for the reconstruction of Bath Avenue Phase 1 & 2; and

WHEREAS, seventeen (17) bids were received as follows:

Lucas Construction Group, Inc. / Meco, Inc. / Stavola Contracting Co., Inc. / Earle Asphalt Company / Lancha Construction / P & A Construction, Inc. / Black Rock Enterprises, LLC / Crossroad Construction Corp. / Z Brothers Concrete Contractors, Inc., / Defino Contracting Company / Pioneer General Contracting Co., Inc. / S. Batata Construction, Inc. / L & L Paving Company, Inc. / Fiore Paving Company / R & B Builders, Inc. / Helios Construction, Inc. / Bert Construction, Inc.; and

WHEREAS, bids were monitored and evaluated by Leon S. Avakian, Inc. the City's engineers; and

WHEREAS, it is the recommendation of the City engineers that the City of Long Branch awards the contract to R & B Builders, Inc., 21 First St., South River, NJ in an amount not to exceed $604,350.00 representing the total bid; and

WHEREAS, the Chief Financial Officer of the City of Long Branch certifies, in accordance with the Certification of Funds form attached hereto, that the funds for this project are available in Appropriation No. G-09-078-401 in the amount of $235,734.00 / G-09-083-401 in the amount of $260,656.00 and C-04-103-601 in the amount of $107,968.00 for a total amount not to exceed $604,358.00.

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of Long Branch that the Mayor of the City of Long Branch be and the same hereby is authorized to execute a contract to R & B Builders, Inc. 21 First Street, South River, NJ for the reconstruction of Bath Avenue Phase 1 & 2 in an amount not to exceed $604,358.00.

MOVED: Pallone
SECONDED: Cell.
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON July 26, 2011
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 July 2011

[signature]

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:

BATH AVENUE RECONSTRUCTION PHASE 1 & 2

Said contract being made as follows:

R&B BUILDERS INC.	**$ 604,358.00**

Said funds being available in the form of:

DOT GRANT BATH AVENUE	
APPRO. # G-09-078-401	**$ 235,734.00**
DOT GRANT BATH AVENUE	
APPRO. # G-09-083-401	**$ 260,656.00**
STREET PAVING & DRAINAGE IMPROVEMENTS	
APPRO. # C-04-103-601	**$ 107,968.00**

Ronald J. Mehlhorn, Sr., C.P.A., R.M.A.
Finance Director, Chief Financial Officer

7/25/11
Date

IMPROVEMENTS TO BATH AVENUE
IN THE
CITY OF LONG BRANCH
MONMOUTH COUNTY, NEW JERSEY

No.	Item	Quantity	Unit Price	Amount
1	Barricades, Type III	2 ea	1.00	2.00
2	Drums	20 ea	1.00	20.00
3	Traffic Cones	40 ea	1.00	40.00
4	Construction Signs, 30"x 12"	2 ea	1.00	2.00
5	Construction Signs, 30"x 24"	2 ea	1.00	2.00
6	Construction Signs, 48"x 30"	2 ea	1.00	2.00
7	Construction Signs, 60"x 24"	1 ea	1.00	1.00
8	Construction Signs, 48"x 18"	2 ea	1.00	2.00
9	Construction Signs, 48"x 48"	2 ea	1.00	2.00
10	Traffic Directors, Flaggers	200 hrs	**$105.00**	**$21,000.00**
11	Detour Plan	Lump Sum	1,000.00	1,000.00
12	Concrete Curb	9000 lf	16.00	144,000.00
13	Concrete Sidewalk, 4" Thick	2600 sy	36.00	93,600.00
14	Concrete Driveway Apron, 6" Thick	840 sy	40.00	33,600.00
15	Concrete Culvert Cover	2 ea	1,000.00	2,000.00
16	Detectable Warning Surface	30 sy	200.00	6,000.00
17	12" RCP, Class V	8 lf	60.00	480.00
18	Drainage Inlet Repair	4 ea	400.00	1,600.00
19	Drainage Inlet, Modified Type "B"	2 ea	2,000.00	4,000.00
20	Drainage Inlet, Type "D"	1 ea	1,500.00	1,500.00
21	Install New Type "E" Inlet Castings	2 ea	600.00	1,200.00
22	Replace Inlet Curb Piece	5 ea	200.00	1,000.00
23	Replace Inlet Frame and Grate	5 ea	200.00	1,000.00
24	Reset Manhole Frame	30 ea	200.00	6,000.00
25	Sink Hole Repair	3 ea	500.00	1,500.00
26	Select Backfill	100 cy	1.00	100.00
27	Dense Graded Aggregate	25 cy	1.00	25.00
28	Pavement Milling, Variable Depth	11000 sy	2.20	24,200.00
29	Hot Mix Asphalt 19M64 Base Course	25 T	100.00	2,500.00
30	Hot Mix Asphalt 9.5M64 Surface Course	3000 T	68.00	204,000.00

IMPROVEMENTS TO BATH AVENUE
IN THE
CITY OF LONG BRANCH
MONMOUTH COUNTY , NEW JERSEY

No.	Item	Quantity	Unit Price	Amount
31	Topsoiling, 4" Thick	500 sy	3.00	1.500.00
32	Fertilizing and Seeding	500 sy	1.00	500.00
33	Stump Removal	3 ea	300.00	900.00
34	Tree Removal- 12" to less than 24" Diameter	2 ea	700.00	1.400.00
35	Tree Removal-24" to less than 36" Diameter	3 ea	800.00	2.400.00
36	Tree Removal-48" to 60" Diameter	1 ea	1.500.00	1.500.00
37	Hydrant Delineator	7 ea	100.00	700.00
38	Traffic Detection Loop and Cable	1300 lf	12.00	15.600.00
39	Long Life Epoxy Traffic Stripes	15,000 lf	0.40	6.000.00
40	Thermoplastic Striping	1,200 lf	1.00	1.200.00
41	Thermoplastic Pavement Marking "R x R"	320 sf	4.50	1,440.00
42	Thermoplastic Pavement Marking "STOP"	120 sf	4.50	540.00
43	Thermoplastic Traffic Vibration Stripes	4 ea	200.00	800.00
44	Fuel Price Adjustment	Lump Sum	**$3,500.00**	**$3,500.00**
45	Asphalt Price Adjustment	Lump Sum	**$16,000.00**	**$16,000.00**

Items 1-45 $ 604.358.00

Six Hundred Four thousand three Hundred Fifty eight Dollars
Written

no cents

R# 245-11

RESOLUTION APPROVING THE
LIQUOR LICENSE RENEWAL OF JULIO & V CORPORATION
T/A PEARL OF LISBON
FOR THE 2011/2012 LICENSE TERM

WHEREAS, the Director of Public Safety, the Director of Health and the Director of Building & Development, have recommended the approval of the following liquor license:

Pearl of Lisbon 1325-32-008-007

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Long Branch that they hereby approve the above listed liquor license renewal for the seasonal license term of July 1, 2011 through June 30, 2012.

MOVED: Pallone
SECONDED: Celli

AYES: 5
NAYS: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW J
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 July 26 2011
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 July 20 11