

RESOLUTIONS ADOPTED BY CITY COUNCIL MARCH 12, 2013

R59-13 RESOLUTION RESCINDING RESOLUTION #48-13 AND ADOPTING THE FOLLOWING RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO ENTER INTO AN AGREEMENT WITH NEW JERSEY TRANSIT CORPORATION FOR THE NEW JERSEY TRANSITS 2013 SUMMER BEACH PROMOTION

R60-13 RESOLUTION AUTHORIZING 2013 ANNUAL CONTRACT FOR VETERINARY SERVICES (LONG BRANCH ANIMAL HOSPITAL)

R61-13 RESOLUTION REFUNDING FEE FOR RAFFLE LICENSE

R62-13 RESOLUTION AUTHORIZING CONTRACTS FOR MUSICAL PERFORMANCES FOR SUMMER ENTERTAINMENT PROGRAMS

R63-13 RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO ENTER INTO AN INTER-LOCAL AGREEMENT WITH MONMOUTH COUNTY REGIONAL HEALTH COMMISSION 2013

R64-13 RESOLUTION AWARDING CONTRACT FOR UPGRADE SOFTWARE FOR EMERGENCY NOTIFICATION SYSTEM FOR THE OFFICE OF EMERGENCY MANAGEMENT

R65-13 RESOLUTION AWARDING BID CONTRACT FOR REPLACING WEST END PARK PREFABRICATED, OPEN-AIR BAND SHELL (SHORELANDS CONSTRUCTION COMPANY)

R66-13 RESOLUTION RELEASING STREET OPENING ESCROWS A.J.D. CONSTRUCTION (GARFIELD)

R67-13 RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE TO CANCEL GRANT APPROPRIATION RESERVES AGAINST GRANTS RECEIVABLE, SURPLUS AND OTHER ACCOUNTS AS APPROPRIATE

R68-13 RESOLUTION 2013 EMERGENCY TEMPORARY APPROPRIATIONS

R69-13 RESOLUTION 2012 BUDGET APPROPRIATION RESERVE TRANSFERS

R70-13 RESOLUTION REQUESTING AUTHORIZATION TO AMEND RESOLUTION #317-12 AN APPLICATION TO THE NEW JERSEY URBAN ENTERPRISE ZONE FOR THE DIGITAL COMMUNICATION PROJECT FOR THE FISCAL YEAR 2013

R71-13 RESOLUTION REQUESTING AUTHORIZATION TO AMEND RESOLUTION #318-12 AN APPLICATION TO THE NEW JERSEY URBAN ENTERPRISE ZONE FOR THE WEST END GAZEBO PROJECT FOR THE FISCAL YEAR 2013

R72-13 RESOLUTION MEMORIALIZING THE CONTRACT BETWEEN THE CITY OF LONG BRANCH AND ESTATE OF GERALD RUSSOMANO, JR. FOR A PORTION OF BLOCK 252, LOT 103

R73-13 RESOLUTION APPROVAL PAYMENT OF BILLS

R74-13 RESOLUTION APPOINTING JASON ROEBUCK AS DIRECTOR OF PUBLIC SAFETY

R# 59-13

**RESOLUTION RESCINDING RESOLUTION #48-13 AND ADOPTING THE FOLLOWING
RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO ENTER INTO AN AGREEMENT
WITH NEW JERSEY TRANSIT CORPORATION FOR THE NEW JERSEY TRANSITS 2013 SUMMER
BEACH PROMOTION**

WHEREAS, the City Council on February 26, 2013 adopted R48-13 authorizing the City to enter into an agreement with NJ Transit for Summer Beach Promotion; and

WHEREAS, the age of 12 stated in the resolution needs to be amended to age 14 to coincide with the City Ordinance; and

WHEREAS, the remainder of the resolution shall continue as follows:

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

WHEREAS, an agreement is hereby necessary between the New Jersey Transit Corporation and the City of Long Branch to enable the City of Long Branch to participate in New Jersey Transit's 2013 Summer Beach Promotion; and

WHEREAS, the summer services promotion is fully described in a letter agreement dated February 4, 2013, which includes a round trip train transportation and a special beach package. The participant, the City of Long Branch agrees to an adult admission fee of \$3.50 for individuals age 14 or over to participate in this program; the balance of the program is detailed in the February 4, 2013 agreement; and

WHEREAS, the City of Branch has been asked to execute a copy of the February 4, 2013 correspondence of the New Jersey Transit, as an agreement, which the City of Long Branch believes that it is in the best interest of the citizens of the City of Long Branch; and

WHEREAS, the City of Long Branch has previously participated in the New Jersey Transit's Summer Services Program for years.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that the Mayor of the City of Long Branch be and the same is hereby authorized to execute the February 4, 2013 letter agreement with New Jersey Transit for the New Jersey Transit's 2013 Summer Beach Promotion.

MOVED: Celli
SECONDED: Billings

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMEL, 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 3-12-13
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 13th DAY OF March 2013
Kathy L. Schemel
MUNICIPAL CLERK, N.J.

Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
James S. Simpson, Board Chairman
James Weinstein, Executive Director

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

February 4, 2013

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

Agreement
#13-03

Re: NJ TRANSIT 2013 Summer Beach Promotion

Dear Mayor Schneider:

This letter will serve as an agreement between New Jersey Transit Corporation (NJ TRANSIT) and Long Branch with regard to the NJ TRANSIT's 2013 Beach Services Promotion pursuant to the following terms and conditions:

- Long Branch agrees to an adult admission fee of \$3.50 for individuals fourteen (14) years or older for the 2013 beach season.
- Long Branch agrees to collect and honor NJ TRANSIT special beach tickets for admission to the beach.
- Long Branch agrees to post the NJ TRANSIT logo and/or transportation information with a hyperlink to njtransit.com/summer from the Long Branch official website.
- Long Branch agrees to submit the collected beach admission tickets together with an invoice by 10/15/13 to NJ TRANSIT; Laura Pomeisl, Marketing & Business Development; One Penn Plaza East; Newark, NJ 07105-2246 for reimbursement by NJ TRANSIT.
- Long Branch agrees to "like" NJ TRANSIT on facebook, <http://www.facebook.com/NJTRANSIT> and twitter, <https://twitter.com/NJTRANSIT>

NJ TRANSIT agrees to promote the special beach package valid Saturday, May 25, 2013 through Monday, September 2, 2013. This special beach package will include round-trip train transportation and a special beach admission ticket. Promotion of the beach package will comprise the following advertising mix:

- Website: NJ TRANSIT agrees to provide beach information and a hypertext link to the Long Branch website.
- On-Hold Message: NJ TRANSIT will air a 10-second message to be heard on NJ TRANSIT's Transit Information Center line, 973-275-5555, to promote the beach package program for the duration of this agreement.
- Press Release: NJ TRANSIT will include Long Branch in a press release promoting the special beach package and North Jersey Coast Line rail service to the Jersey Shore.
- E-mail Blast: NJ TRANSIT will include Long Branch in at least one e-mail message to registrants promoting the special beach packages.
- NJ TRANSIT agrees to include the Long Branch Beach package in other summer campaign components as appropriate.
- NJ TRANSIT agrees to sell special beach packages at select ticket offices and ticket vending machines.
- NJ TRANSIT agrees to verify each submission and reimburse Long Branch at a rate of \$3.50 for each verified beach portion received with the invoice.
- Long Branch agrees to hold NJ TRANSIT harmless from any and all suits, claims, demands and damages of any kind or nature arising out of Long Branch involvement in this promotion.

- All elements of this co-promotion are subject to approval by both NJ TRANSIT and Long Branch.
- No such advertisements or promotional materials provided by NJ TRANSIT shall be modified, abbreviated, altered or amended, nor shall any derivative works be created, without the express written consent of NJ TRANSIT in each instance. All such advertisements and promotional materials, as well as trade names, trademarks, logos, slogans and all other intellectual property of NJ TRANSIT shall be and remain the sole property of NJ TRANSIT and shall not be modified, altered, edited, published, displayed or incorporated into any other works by Long Branch or any of its agents, employees, licensees or contractors, except as expressly authorized and approved in writing by NJ TRANSIT.
- NJ TRANSIT and Long Branch agree that the individuals executing this permit have the authority to legally bind the respective parties.

If you are in agreement with all of the above terms, please indicate your concurrence by signing below and returning a copy to my attention. A fully approved copy will be returned to you once signed. We look forward to making this a successful and mutually rewarding promotion. Thank you.

Laura B. Pomeisl, Coordinator
 NJTRANSIT
 Marketing & Business Development
 One Penn Plaza East
 Newark, NJ 07105

Agreed to on the ____ day of _____, 2013.

NEW JERSEY TRANSIT

By: _____
 Penny Bassett Hackett
 Acting Assistant Executive Director
 Communications & Customer Service

By: _____
 Adam Schneider, Mayor
 City of Long Branch

This agreement has been approved as to form.

Jeffrey S. Chiesa
 ATTORNEY GENERAL OF NEW JERSEY

By: _____ Date _____
 Deputy Attorney General

R# 60-13

**RESOLUTION AUTHORIZING 2013 ANNUAL CONTRACT
FOR VETERINARY SERVICES**

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

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

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

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

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

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

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

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

Dr. Raymond N. Smith, DVM, of Long Branch Animal Hospital, for an open-ended annual contract for veterinary services as required by the City's Animal Control Program and veterinary care for the Long Branch Police Department K-9 unit during calendar year 2013, in accordance with the terms and conditions of the proposal and contract annexed hereto.

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

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

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMEL, 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 3-19-13
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 19th DAY OF March 2013
Kathy L. Schemel
MUNICIPAL CLERK, E.E.C.

AGREEMENT
BETWEEN:

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

Hereinafter called the CITY

AND

**Long Branch Animal Hospital
Dr. Raymond Smith, DVM
224 Second Avenue
Long Branch, NJ 07740**

WITNESSETH:

WHEREAS, the City of Long Branch is desirous of retaining Long Branch Animal Hospital for veterinary services for the year ending December 31, 2013 in accordance with the proposal attached hereto; and

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

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

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

2. Long Branch Animal Hospital agrees to provide services.

3. Contractor will submit billing and vouchers on a monthly basis.

4. The term of said contract shall be to December 31, 2013.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

Kathy L. Schmelz, City Clerk

CITY OF LONG BRANCH

Adam Schneider, Mayor

ATTEST:

BY:

Long Branch Animal Hospital

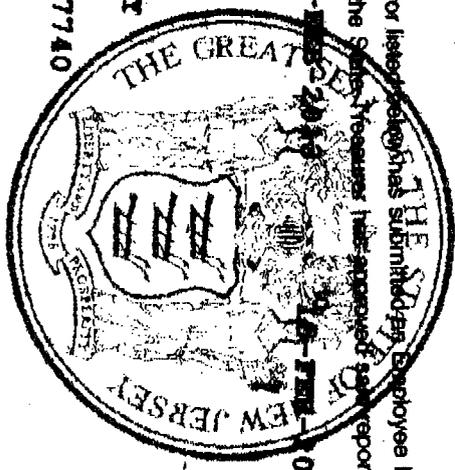
CERTIFICATE OF EMPLOYEE INFORMATION REPORT 50206

Certification

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-~~2013~~ 2013 to 15-~~2014~~ 2014.

RAYMOND SMITH VETERINARY
224 SECOND AVE.
LONG BRANCH NJ 07740




Andrew P. Sidamon-Eristoff
State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	SMITHRAYMOND
Trade Name:	RAYMOND SMITH VETERINARY
Address:	224 SECOND AVE LONG BRANCH, NJ 07740
Certificate Number:	0529654
Date of Issuance:	January 12, 2005

For Office Use Only:
20050112160350654

January 16, 20123

Dave Roach
Health Department
City of Long Branch
344 Broadway
Long Branch, New Jersey 07740

Dear Dave,

As per your request here is a list of my charges:

Emergency office call after hours	\$180.00
Office call with exam during normal office hour	68.00
Injections (each)	45.00
Hospitalization (1 day)	50.00
Fluid therapy for shock	120.00
Radiographs (x-rays) for 2 plates	150.00
Surgery fees (per hour)	180.00
Rabies clinic services (per hour)	160.00
Cremation fees (under 30lbs)	70.00
Cremation fees (over 30lbs)	85.00
Decapitation	85.00
Syringe disposal from rabies clinic	50.00

Other charges will be the customary fees routinely charged to my clients.

Sincerely,



Raymond N. Smith D.V.M.

R# 61-13

RESOLUTION REFUNDING FEE FOR RAFFLE LICENSE

WHEREAS, Shred Out Cancer applied for a raffle license to be held on March 24, 2013; and

WHEREAS, Shred Out Cancer applied to the State for their Control Commission ID number, but the turnaround time from the Legalized Games of Chance Control Commission will pass the fundraiser date.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch that they hereby authorize the finance department to refund Shred Out Cancer in the amount of \$20.00.

MOVED: *Celli*
SECONDED: *Billings*

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 3-12-13
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 12th DAY OF March 2013
Kathy L. Schmeltz
MUNICIPAL CLERK, R.M.C.

R# 62-13

**RESOLUTION AUTHORIZING CONTRACTS
FOR MUSICAL PERFORMANCES
FOR SUMMER ENTERTAINMENT PROGRAMS**

WHEREAS, the City of Long Branch wishes to procure the services of various bands to provide musical performances, and production specialists to provide sounds and lights for the Concert Series, the Pier Village Concert Series, and the Jazz and Blues on the Beach Concert Series, given at various dates throughout the summer of 2013; and

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

WHEREAS, the City's Office of Community Development staff has negotiated with various bands to provide entertainment, for the Summer Concert events and it is the recommendation of the Director of Community Development that it is in the City's best interest to enter into contracts as detailed below; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract in the **2013 Budget, Appropriation #3-01-012-801, in the amount of \$2,000.00 and UEZ Budget, Appropriation #G-13-068-405, in the amount of \$23,200.00**

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

Concert Tim McLoone & the Shirley's Pier Village on June 13, 2013, for a sum not to exceed \$2,500.

Concert The British Invasion, Pier Village on June 27, 2013, for a sum not to exceed \$2,500.

Concert Motor City Revue, Pier Village on July 11, 2013, for a sum not to exceed \$3,000.

Concert The Nerds, Pier Village on July 18, 2013, for a sum not to exceed \$3000.

Concert Downtown, The Madison Avenue Band, on July 30, 2013, for a sum not to exceed \$1,000.

Concert Joe Bonanno & Godson's of Soul pier Village on August 1, 2013, for a sum not to exceed \$2,500.

Concert Bob Burger Band, Pier Village on August 15, 2013, for a sum not to exceed \$2,200.

Concert Blues by the Beach Dave Fields Band, West End Park, on August 18, 2013, for a sum not to exceed \$1,000.

Fireworks Jazz & Blues Festival on the Great Lawn on August 24, 2013, for a sum not to exceed \$5,000.

Concert Pier Village, Brian Kirk & the Jerks on for August 28, 2013, for a sum not to exceed \$2,500.

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

BE IT FURTHER RESOLVED that the 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 contracts.

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

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KIM 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 3-12-13
IN WITNESS WHEREOF, I HAVE HEREONTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 12th DAY OF MARCH 2013
Kim Schmidt

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

RESOLUTION AUTHORIZING CONTRACTS FOR MUSICAL PERFORMANCES FOR SUMMER ENTERTAINMENT PROGRAMS

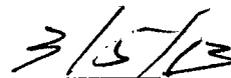
Said contract being made as follows:

SEE RESOLUTION LISTING IN DETAIL SPECIFIC VENDOR CONTRACTS FOR EVENTS THAT TOTAL \$25,200.00

Said funds being available in the form of:

UEZ APPRO #G-13-068-405 \$23,200.00, ADMINISTRATION APPRO #3-01-012-801 \$2,000.00


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


Date

ENTERTAINMENT AGREEMENT

Agreement made this **January 10, 2013**, between The City of Long Branch, (hereinafter referred to as "**PURCHASER**") and **Brian Kirk**, (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: Festival Plaza, Pier Village

ADDRESS: Oceanfront, Pier Village
Long Branch, NJ

CONTACT NAME & ADDRESS: Brian Kirk / Nicole Tegge
108 Shrewsbury Ave Red Bank NJ 07701

CONTACT PHONE #: 732-741-7798 / 732-948-5677

DATE: August 29, 2013
Rain or shine

TIME: 7:00 PM - 8:30 PM

COMPENSATION: \$2500.00 (Payable Day of Performance)
Check payable to

Jirk Inc
PRODUCTION: Description of event.

Band will provide sound.

TERMS AND CONDITIONS

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

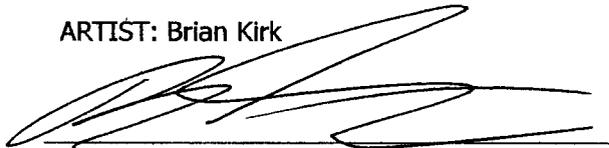
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.
6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).
7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.
9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST: Brian Kirk



By:

By: Brian Kirk

Purchaser Representative

Artist Representative

Date:

Date: 1/15/13

ENTERTAINMENT AGREEMENT

Agreement made this **January 8, 2013**, between The City of Long Branch, (hereinafter referred to as "**PURCHASER**") and **Tim McLoone**, (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: Festival Plaza, Pier Village

ADDRESS: Oceanfront, Pier Village
Long Branch, NJ

CONTACT NAME & ADDRESS: _____

CONTACT PHONE #: _____

DATE: June 13, 2013
Rain or shine

TIME: 7:00 PM - 8:30 PM

COMPENSATION: \$2500 (Payable Day of Performance)
Check payable to
TIM Mc LOONE

PRODUCTION: Thursdays By The Sea Concert Series

Band will provide sound.

TERMS AND CONDITIONS

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

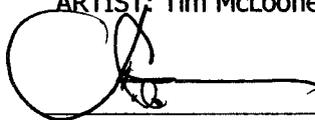
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.
6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).
7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.
9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST: Tim McLoone



By:

By: 

Purchaser Representative

Artist Representative

Date:

Date: 2/6/13

UCL

ENTERTAINMENT AGREEMENT

Agreement made this **January 8, 2013**, between The City of Long Branch, (hereinafter referred to as "**PURCHASER**") and **The British Invasion Tribute**, (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: Festival Plaza, Pier Vilalge

ADDRESS: Oceanfront, Pier Vilalge
Long Branch, NJ

CONTACT NAME & ADDRESS: Robert Murdock
c/o The British Invasion
P.O. Box 1269

CONTACT PHONE #: Edison, NJ 08818-1269

DATE: June 27, 2013
Rain or shine

TIME: 7:00 PM - 8:30 PM

COMPENSATION: \$2500 (Payable Day of Performance)
Check payable to
Dockside Music Entertainment, L.

PRODUCTION: Thursdays By The Sea Concert Series

Band will provide sound.

TERMS AND CONDITIONS

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

5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.
6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).
7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.
9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST: The British Invasion Tribute

The British Invasion Ti

By:

By:



Purchaser Representative

Artist Representative

Date:

Date:

1/15/13

ENTERTAINMENT AGREEMENT

Agreement made this **January 11, 2013**, between The City of Long Branch, (hereinafter referred to as "**PURCHASER**") and **Motor City Revue**, (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: Festival Plaza, Pier Village

ADDRESS: Oceanfront, Pier Village
Long Branch, NJ

CONTACT NAME & ADDRESS: Layonne Holmes dba Motor City Revue
802 Cliffwood Ave

CONTACT PHONE #: Keyport NJ 07735

DATE: July 11, 2013
Rain or shine

TIME: 7:00 PM - 8:30 PM

COMPENSATION: \$3000 (Payable Day of Performance)
Check payable to

Motor City Revue
PRODUCTION: Thursdays By The Sea Concert Series

Motor City Revue will provide sound.

TERMS AND CONDITIONS

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

5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.
6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).
7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.
9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST: Motor City Revue

By:

By:

Purchaser Representative

Layonne Holmer
Artist Representative

Date:

Date:

Feb. 5, 2013

ENTERTAINMENT AGREEMENT

Agreement made this **January 7, 2013**, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and **The Nerds**, (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: Festival Plaza, Pier Village

ADDRESS: Oceanfront, Pier Village
Long Branch, NJ

CONTACT NAME & ADDRESS: STARS Productions
59 Trinity Street Suite B

CONTACT PHONE #: Newton NJ 07860 973-300
9123

DATE: July 18, 2013
Rain or shine

TIME: 7:00 PM - 8:30 PM

COMPENSATION: \$3000.00 (Payable Day of Performance)
→ **Check payable to**
The NERDS INC

PRODUCTION: Thursday By The Sea Concert Series

Band will provide sound.

TERMS AND CONDITIONS

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

5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.
6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).
7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.
9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST: The Nerds



By:

By: STEVE TARKANSKI

Purchaser Representative

Artist Representative

Date:

Date:

1 / 23 / 13

ENTERTAINMENT AGREEMENT

Agreement made this **January 11, 2013**, between The City of Long Branch, (hereinafter referred to as "**PURCHASER**") and **Madison Avenue**, (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 Stage

ADDRESS: Third and Union Aves., behind Brookdale
Long Branch, NJ

CONTACT NAME & ADDRESS: 1843 Rt. 35
Middletown, NJ 07748

CONTACT PHONE #: 732-241-3183

DATE: July 30, 2013
Rain or shine

TIME: 7:00 PM -8:30 PM

COMPENSATION: \$1000 (Payable Day of Performance)
Check payable to: BAYS HORE MUSIC
Marinella's Music Inc

PRODUCTION: Downtown Tuesday Night Concert Series

Madison Avenue will provide sound.

TERMS AND CONDITIONS

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

5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.
6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).
7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.
9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

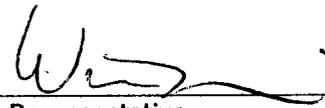
AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST: Madison Avenue

By:

By:



Purchaser Representative

Artist Representative

Date:

Date:

1/23/13

ENTERTAINMENT AGREEMENT

Agreement made this **January 7, 2013**, between The City of Long Branch, (hereinafter referred to as "**PURCHASER**") and **Joe Bonanno**, (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: Festival Plaza, Pier Village

'JOGONAMO - The Godson of Soul

ADDRESS: Oceanfront at Pier Village
Long Branch, NJ

CONTACT NAME & ADDRESS:

Sharkskin Records L.L.C.
400 Commerce Rd.

CONTACT PHONE #:

732-986-5000 Linden, NJ 07036

DATE:

August 1, 2013
Rain or shine

TIME:

7:00 PM - 8:30 PM

COMPENSATION:

\$2500.00 (Payable Day of Performance)
Check payable to

SHARKSKIN.

PRODUCTION:

Thursdays By The Sea Concert Series

Band will provide sound.

TERMS AND CONDITIONS

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

5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.
6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).
7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.
9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

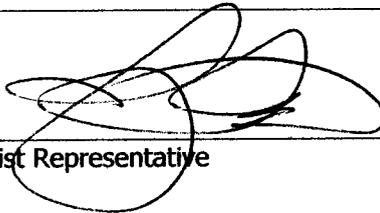
AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST: Joe Bonanno

By:

By:



Purchaser Representative

Artist Representative

Date:

Date:

1-27-13

ENTERTAINMENT AGREEMENT

Agreement made this **January 7, 2013**, between The City of Long Branch, (hereinafter referred to as "**PURCHASER**") and **Bob Burger**, (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: Festival Plaza, Pier Village

ADDRESS: Oceanfront, Pier Village
Long Branch, NJ

CONTACT NAME & ADDRESS: ROBERT BURGER
67 SURREY LANE

CONTACT PHONE #: EATONTOWN, NJ 07724

DATE: August 15, 2013
Rain or shine

TIME: 7:00 PM - 8:30 PM

COMPENSATION: \$2200 (Payable Day of Performance)
Check payable to
ROBERT BURGER

PRODUCTION: Thursdays By The Sea Concert series.

Band will provide sound.

TERMS AND CONDITIONS

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

5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.
6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).
7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.
9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST: Bob Burger

By:

By:

 (ROBT J BURGER)

Purchaser Representative

Artist Representative

Date:

Date:

1/12/13

ENTERTAINMENT AGREEMENT

Agreement made this **January 8, 2013**, between The City of Long Branch, (hereinafter referred to as "**PURCHASER**") and **Dave Fields**, (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: West End Park

ADDRESS: Cor. Brighton & Ocean Aves.
Long Branch, NJ

CONTACT NAME & ADDRESS: DAVE FIELDS c/o FIELDS MUSIC INC.
212 EAST BRADWAY #61104 NY NY 10002

CONTACT PHONE #: 917-208-9794

DATE: August 18, 2013
Rain or shine

TIME: 7:00 PM - 8:30 PM

COMPENSATION: \$1000.00 (Payable Day of Performance)
Check payable to
FIELDS MUSIC INC.

PRODUCTION: Blues By The Sea Concert Series

City will provide sound.

TERMS AND CONDITIONS

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

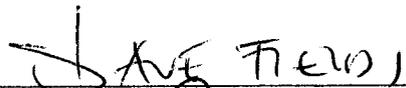
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.
6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).
7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.
9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

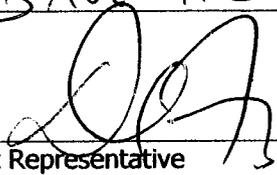
ARTIST: Dave Fields



By:

By:

Purchaser Representative


Artist Representative

Date:

Date:

2 | 11 | 2013

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 24th 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**.

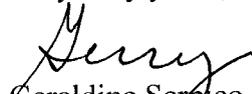
We have become a premier fireworks company not by chance or by playing the **numbers game** instead we opt to go with **quality and our crowd-pleasing special effects** rather than **inflated numbers**. As you will see our stellar performance and reputation will remain consistent as we strive to exceed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



www.internationalfireworks.com

**Contract of
International Fireworks Mfg. Co**

This agreement entered 2/18/2013 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 24, 2013 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 25, 2013 or a date to be determined up until March 1, 2014. 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

**Contract of
International Fireworks Mfg. Co**

This agreement entered 2/18/2013 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 24, 2013 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.

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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# 63-13

**RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH
TO ENTER INTO AN INTER-LOCAL AGREEMENT WITH
MONMOUTH COUNTY REGIONAL HEALTH COMMISSION
2013**

WHEREAS, the Governing Body of the City of Long Branch provides public health services for the City; and

WHEREAS, the Governing Body recognizes that sharing of Regional Public Health Specialized Expertise, as mandated by the State of New Jersey would be beneficial to protecting the public health, welfare and safety of the residents of the City of Long Branch; and

WHEREAS, the Monmouth Public Health Coalition (MPHC) is a partnership of local governments and local health agencies that coordinate and provide shared and regionalized public health services in a manner that is cost effective for the City of Long Branch; and

WHEREAS, by joining the existing services, the Monmouth County Regional Health Commission (MCRHC) and the City of Long Branch avoid having to incur largely duplicative costs to upgrade their programs; and

WHEREAS, the Interlocal Services Act (N.J.S.A. 40:8A-1 et seq.) provides the mechanism for local governments to enter into contracts for the join provision of required services; and

WHEREAS, the timeframe for the agreement shall have an effective date of January 1, 2013 and terminate on December 31, 2013 with ability of the agreement to be extended subject to the successful negotiation of the terms and conditions of a new contract.

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form hereto attached, that funds are available for this agreement in the following **Appropriation Line Item #3-01-075-231, in an amount not to exceed \$18,562.00**

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes the Mayor to enter into an Interlocal Shared Services Agreement with the Monmouth County Regional Commission, for the provision of a Epidemiologist and other Specialized Public Health Services, **for a sum not to exceed \$18,562.00.**

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 9-10-13
IN WITNESS WHEREOF, I HAVE HERETO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 13th DAY OF March 2013
Kathy L. Schmeltz
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:

INTERLOCAL AGREEMENT MONMOUTH COUNTY REGIONAL HEALTH COMMISSION 2013

Said contract being made as follows:

**MONMOUTH COUNTH REGIONAL HEALTH COMMISSION #3-01-075-231,
\$18,562.00**

Said funds being available in the form of:

MONMOUTH HEALTH #3-01-075-231, \$18,562.00



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

3/5/13
Date

R# 64-13

**RESOLUTION AWARDING CONTRACT
FOR UPGRADE SOFTWARE FOR EMERGENCY
NOTIFICATION SYSTEM FOR THE OFFICE OF
EMERGENCY MANAGEMENT**

WHEREAS, the City of Long Branch approved Emergency Communication Network to provide emergency notification services to residents and tax payers Resolution R# 25-11 ; and

WHEREAS, the City of Long Branch is in need to upgrade the emergency notification system to continue to provide residents vital emergency information from the Office of Emergency Management; and

WHEREAS, Local Public Contract Law 40 A: 11-5 (dd) exceptions, the award of contract may be negotiated and awarded by the governing body without public advertising and bids/quotes and shall be awarded by resolution of the governing body; and

WHEREAS, Charles Shirley, from the Office of Emergency Management has recommended that it is in the City's best interest to award a contract to Emergency Communications Network for said software upgrades ; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form hereto attached, that funds are available for this purchase from the 2013 Budget, Contractual Service #3-01-018-282, in the amount of \$25,194.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, that a contract for upgrade software for emergency notification system for the Office of Emergency Management be awarded to **Emergency Communication Network** in accordance with the proposal, for a sum not to exceed \$25,194.00.

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

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMELZ, 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 3-12-13
IN WITNESS WHEREOF, I HAVE HEREOF TO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 12th DAY OF MARCH 2013
Kathy L. Schmelz
MUNICIPAL CLERK, R.E.S.

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

EMERGENCY NOTIFICATION SYSTEM

Said contract being made as follows:

EMERGENCY COMMUNICATIONS NETWORK \$25,194.00

Said funds being available in the form of:

OFFICE OF EMERGENCY MANAGEMENT. # 3-01-018-282 \$25,194.00



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

3/6/13
Date

CodeRED[®]

Proposal presented to
City of Long Branch, NJ
on January 24, 2013.

*CodeRED is a high-speed
notification solution brought
to you by Emergency
Communications Network.*

CHRIS HIGGS REGIONAL SALES MANAGER

TEL 866 939 0911 x316
EMAIL chiggs@ecnetwork.com
WEB emergencycommunications.net
OFFICE 9 Sunshine Blvd. Ormond Beach, FL 32174



EMERGENCY COMMUNICATIONS NETWORK



EMERGENCY COMMUNICATIONS NETWORK



Cost Proposal (PRICING GOOD FOR 90 DAYS FROM 1/24/2013)

The web-based CodeRED[®] service, from Emergency Communications Network Inc. (ECN), was designed specifically to enable local government officials to record, send and track personalized voice, email and text messages to thousands of citizens in minutes. ECN's dedicated, triple redundant network is capable of sending critical communications at maximum throughput (as determined by local telephone infrastructure). The proprietary mapping technology and patented delivery methods employed by ECN add to the value of this affordable, high-speed notification system that has been in operation since 1998 and is currently used every day by clients from coast to coast.

A three (3) year license includes 24/7/365 uninterrupted CodeRED system access and the following

- CodeRED system set-up and training
- Unlimited system time, unlimited smtp text and email
- Initial residential and business calling database supplied by ECN
- Integration and geo-coding of customer supplied data (911 data, utility data, etc.)
- ECN standard mapping and geo-coding
- 24/7 technical support
- Complimentary system time for testing and training
- Design and hosting of custom web page for community enrollment

\$25,194 = Annual Cost

(based on 2010 U.S. Census Population of 30,719)

A further discount may be obtained by committing to an extended contract term.

EN POINTE STATE CONTRACT ITS 42 QUOTE

Thank you for the opportunity to present CodeRED and submit this cost proposal. If you have any questions, please feel free to contact me.

CHRIS HIGGS REGIONAL SALES MANAGER

TEL 800 939 0911 x316
EMAIL chiggs@ecnetwork.com
WEB emergencycommunications.net
OFFICE 9 Sunshine Blvd. Ormond Beach, FL 32174



Cost Proposal Weather Warning Add On (PRICING GOOD FOR 90 DAYS FROM 1/24/2013)

Emergency Communications Network's innovative, geographically targeted weather warning product was built to alert citizens in the path of severe weather. Developed on the same calling network infrastructure as the CodeRED® solution for community notification and tapping into the National Weather Service's Storm Based Warnings, CodeRED Weather Warning™ automatically sends telephone messages to affected citizens moments after a **severe thunderstorm, flash flood or tornado warning** has been issued.

A three (3) year add-on contract for CodeRED customers includes

- CodeRED Weather Warning system set-up
- Free one time use of the CodeRED system
 - A community-wide call will be made to introduce the weather warning product and direct citizens to sign up to receive alerts
- Unlimited severe weather warnings: 24 hours a day, 365 days a year
- Detailed call statistics
- Design and hosting of custom web page for community enrollment

\$3,825 = Annual Cost

(based on 2010 U.S. Census Population of 30,719)

EN POINTE STATE CONTRACT ITS 42 QUOTE

Thank you for the opportunity to present CodeRED Weather Warning. If you have any questions, please feel free to contact me.

CHRIS HIGGS REGIONAL SALES MANAGER

TEL 866 939 0911 x316
EMAIL chiggs@emergencycommunications.net
WEB emergencycommunications.net
OFFICE 9 Sunshine Blvd. Ormond Beach, FL 32174

R# 65-13

**RESOLUTION AWARDING BID
CONTRACT FOR REPLACING WEST END PARK
PREFABRICATED, OPEN-AIR BAND SHELL**

WHEREAS, the City of Long Branch has the need to replace West End Park Prefabricated, Open-Air Band Shell and;

WHEREAS, through a fair and open process, the City has advertised to receive bids on March 6, 2013 for West End Park Prefabricated, Open-Air Band Shell and the following bids were received as followed:

	Base Bid
SHORELANDS	\$82,448.00
PRECISE	\$92,836.00
V & K	\$124,400.00
CYPRECO	\$143,000.00

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

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

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form attached hereto, that funds for these contracts are available in, **Appro. #G-13-054-431, in the amount of \$67,448.00, Appro. #H-02-038-305, in the amount of \$15,000.00**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, that a contract be awarded to **SHORELANDS CONSTRUCTION COMPANY** for West End Park Prefabricated, Open-Air Band Shell, in accordance with the bid specifications and proposal, **for a sum not to exceed \$82,448.00**

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

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

STATE OF NEW JERSEY
 COUNTY OF MONMOUTH
 CITY OF LONG BRANCH
 I, KATHY L. SCHEMZ, 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 3-7-13
 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 13th DAY OF MARCH 2013
Kathy L. Schmez
 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 TO REPLACE WEST END PARK PREFABRICATED
BANDSHELL**

Said contract being made as follows:

SHORELANDS CONSTRUCTION \$82,448.00

Said funds being available in the form of:

**GRANT, # G-13-054-431,\$67,448.00 ,HUD PARKS DEVELOPMENT
IMPROVEMENTS #H-02-038-305,\$15,00.00**


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

3/6/13
Date

LEON S. AVAKIAN, INC. *Consulting Engineers*

788 WAYSIDE ROAD • NEPTUNE, NEW JERSEY 07753

LEON S. AVAKIAN, P.E., P.L.S. (1953-2004)
PETER R. AVAKIAN, P.E., P.L.S., P.P.
MEHRYAR SHAFAI, P.E., P.P.
GREGORY S. BLASH, P.E., P.P.
LOUIS J. LOBOSCO, P.E., P.P.
GERALD J. FREDA, P.E., P.P.
WILLIAM D. PECK, P.E., P.P.

March 6, 2013

Ms. Kathy Schmelz, Clerk
City of Long Branch
344 Broadway
Long Branch, NJ 07740

**Re: West End Park
Prefabricated, Open Air Band Shell
Recommendation of Award
Our file: LB 13-04**

Dear Ms. Schmelz:

Bids for the above referenced project were received on Wednesday, March 06, 2013. Five (5) contractors purchased bid documents and of those, four (4) contractors submitted proposals as follows:

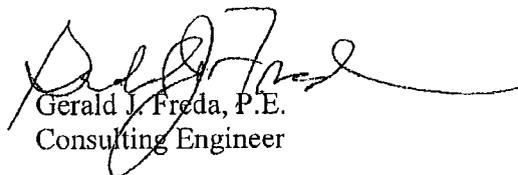
	Bidders	Bid Amount
1.	Shorelands Construction Inc.	\$82,448.00
2.	Precise Construction, Inc.	\$92,836.00
3.	V & K Construction, Inc.	\$124,400.00
4.	Cypreco Industries, Inc.	\$143,000.00

The references for the low bidder, Shorelands Construction, Inc. of Monmouth Beach, New Jersey have been checked by this office and found to be satisfactory. We therefore, recommend that a contract be awarded to Shorelands Construction, Inc. of Monmouth Beach, New Jersey in the amount of \$82,448.00, subject to the favorable review of the bid bond by the City Attorney, and the availability of funding to complete the project.

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

Very truly yours,

LEON S. AVAKIAN, INC.


Gerald J. Freda, P.E.
Consulting Engineer

DMH:mfl

cc: Howard H. Woolley, Jr. Administrator
Ronald Mehlhorn, Sr. CFO
David J. Spaulding, Jr., Purchasing Agent

Fred Migliaccio, Director of DPW
LB/13/13-04

PHONE (732) 922-9229 FAX (732) 922-0044

Memo

To: Howard H. Woolley, Business Administrator
From: David Spaulding, Purchasing Agent
CC: Ronald J.Mehlhorn
Date: 3/6/2013
Re: West End Park Prefabricated Open-Air Band shell

Bid Summary WEST END PARK PREFABRICATED OPEN –AIR BANDSHELL

A bid Committee consisting of, Purchasing Agent, and Avakian Engineer's were in receipt of sealed bids which were advertised on February 22, 2013 and were received on March 6, 2013.

Shorelands Construction	\$82,448.00
Precise Construction	\$92,836.00
V & K Construction	\$124,400.00
Cypreco Industries	\$143,000.00

Form	Shorelands	Precise	V & K Const	Cypreco Industries
Stock	X	X	X	X
Non	X	X	X	X
Add	X	X	X	X
Bond	X	X	X	X
BRC	X	X	X	X
Affirm	X	X	X	X
Surety	X	X	X	X
Public Works	X	X	X	X
Subs	X	X	X	X

Note :Shorelands Construction appears to be the apparent lowest, responsive ,responsible bidder.

R# 66-13

**RESOLUTION RELEASING STREET OPENING ESCROWS
A.J.D. Construction (Garfield)**

WHEREAS A.J.D. Construction posted a cash bond of \$500.00 to secure a street opening permit through the Department of Public Works, and,

WHEREAS the applicant has requested the release of said bond.

WHEREAS the Director of Public Works has approved the release of said bond, and,

BE IT RESOLVED by the Council of the City of Long Branch, that the Director of Finance is hereby authorized to refund the cash portion of the security deposit, in the amount of \$500.00, plus accrued interest if applicable, to:

A.J.D. Construction Co., Inc.
948 Highway 36
Leonardo, NJ 07737

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMELZ, 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 9-19-13
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 19th DAY OF SEPTEMBER, 2013
Kathy L. Schemelz
MUNICIPAL CLERK, R.M.

R# 67-13

**RESOLUTION
AUTHORIZING THE DIRECTOR OF FINANCE TO CANCEL
GRANT APPROPRIATION RESERVES AGAINST GRANTS RECEIVABLE,
SURPLUS AND SUCH OTHER ACCOUNTS AS APPROPRIATE**

WHEREAS, the Director of Finance has informed the City Council of the need to cancel grant appropriations and grants receivable prior to year end, and

WHEREAS, the grants balances contained on the attached sheet, made a permanent part hereto, are complete and the appropriation balances no longer needed to be maintained on the books and records of the City of Long Branch, and,

WHEREAS, the Director of Finance recommends that the adjustments contained on the attached sheet be made to the books and records of the City.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch, that the adjustments, appearing on the attached sheet, being a permanent part hereto, are hereby made.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 2-7-13
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 13th DAY OF FEBRUARY, 2013
Kathy L. Schmeltz
MUNICIPAL CLERK, R.M.C.

CANCEL GRANTS 2013

MARCH 2013

YR	G.L. A/C	TITLE	APPROPRIATION BALANCE	CANCEL APPROP.	RECEIVABLE BALANCE	CANCEL RECEIVABLE	RECEIVABLE BALANCE AFTER CANCE	DR/(CR) U.E.Z. TRUST ACCOUNT
04	1350G	UEZ BROADWAY BUSINESS DEVELOP.	0.00	0.00	53.58	(53.58)	0.00	(53.58)
05	1350H	UEZ BROADWAY BUSINESS DEVELOP.	0.00	0.00	926.76	(926.76)	0.00	(926.76)
06	1350C	UEZ ADMIN 06-07	0.00	0.00	(1,013.05)	1,013.05	0.00	1,013.05
			0.00	0.00	(32.71)	32.71	0.00	32.71

**RESOLUTION
2013 EMERGENCY TEMPORARY APPROPRIATIONS**

WHEREAS N.J.S.A.40A: 4-20 states that in addition to the temporary appropriations necessary for the period prior to the adoption of the budget and regular appropriations, the governing body may, by resolution adopted by a 2/3 vote of the full membership thereof, make emergency temporary appropriations for any purpose for which appropriations may lawfully be made for the period between the beginning of the fiscal year and the adoption of the budget for said year, and

WHEREAS the amount of such emergency appropriation shall be included under the correct heading in the budget as adopted, and;

WHEREAS there is a need to provide additional funds for most city departments due to extension of budget introduction and hearing schedules.

WHEREAS adequate provision for such funding was not made in the temporary budget.

WHEREAS the total emergency temporary resolutions adopted in the year 2013 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A.40A:4-20) including the increase represented by this resolution total **\$ 15,538,400.65** in addition to the original temporary budget adopted January 1, 2013 in the amount of **\$16,912,000.00** for a total Year to Date temporary budget of **\$ 32,450,400.65**.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch (not less than 2/3 affirmatively concurring) that the items of appropriation appearing on the attached list be included in the temporary budget for the City for the year 2012, and that in accordance with the Statute such item of appropriation will be included in the 2013 budget as finally adopted.

BE IT FURTHER RESOLVED that two certified copies of this resolution be filed with the Director of the Division of Local Government Services.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 3-19-13
IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 19th DAY OF MARCH 2013
Kathy L. Schmeltz
MUNICIPAL CLERK, R.L.G.

Budget Appropriations 2013	Emergency Temporary Budget Approp. 03/13/2012	CUMULATIVE TEMPORARY BUDGET	CUMULATIVE % of ANTIC. TOTAL 2013
a) Operations - within "CAPS"			
a) Operations - within "CAPS"			
General Administration			
Office of the Chief Executive - Mayor			
Salaries and Wages	16,618.00	33,236.00	52.5%
Other Expenses	2,100.00	4,200.00	52.5%
Office of the Chief Administrator			
Salaries and Wages	112,290.00	219,784.00	52.5%
Other Expenses	2,741.00	5,482.00	52.5%
Miscellaneous Other Expenses (Vet. Service Officer)	751.00	1,502.00	52.5%
Miscellaneous Other Expense (Green City)	455.00	3,600.00	100.0%
Miscellaneous Other Expense (IT Services)	16,774.00	33,548.00	52.5%
Miscellaneous Other Expenses (Special Events)		40,500.00	100.0%
Division of Personnel			
Salaries and Wages	29,669.00	59,338.00	52.5%
Other Expenses	525.00	1,050.00	52.5%
Central Switchboard			
Salaries and Wages	12,563.00	25,126.00	52.5%
Office of Emergency Management			
Salaries and Wages	1,969.00	3,938.00	52.5%
Other Expenses	21,910.00	43,820.00	100.0%
Office of the City Council			
Salaries and Wages	4,594.00	9,188.00	52.5%
Other Expenses	853.00	1,706.00	52.5%
Office of the City Attorney			
Salaries and Wages (Prosecutor / Ass't City Attorney)	7,875.00	15,750.00	52.5%
Other Expenses		270,000.00	50.0%
Misc. -Other Expenses (Labor Counsel)		50,000.00	50.0%
Misc. -Other Expenses (Planning Board Attorney)		10,000.00	100.0%
Misc. -Other Expenses (Zoning Board Attorney)		10,000.00	100.0%
Misc. -Other Expenses (Prosecutor / Ass't City Attorney)		2,500.00	50.0%
Misc. - Other Expenses (Retainer City Attorney)		15,000.00	50.0%
Office of the City Clerk			
Salaries and Wages	41,723.00	83,446.00	55.2%
Other Expenses	6,333.00	12,666.00	52.5%
Misc- Other Expenses	12,240.00	24,480.00	52.5%
Department of Finance			

Budget Appropriations 2013	Emergency Temporary Budget Approp. 03/13/2012	CUMULATIVE TEMPORARY BUDGET	CUMULATIVE % of ANTIC. TOTAL 2013
a) Operations - within "CAPS"			
Office of the Director			
Salaries and Wages	77,223.00	154,446.00	52.5%
Other Expenses	6,615.00	13,230.00	52.5%
Division of Accounts and Control			
Salaries and Wages	81,665.00	163,330.00	52.5%
Other Expenses	10,631.00	21,262.00	52.5%
Misc. Other Expenses (Audit Services)		77,700.00	100.0%
Office of the Tax Collector			
Salaries and Wages	47,247.00	94,494.00	52.5%
Other Expenses	5,977.00	11,954.00	52.5%
Divison of Purchasing			
Salaries and Wages	48,378.00	97,019.00	52.5%
Other Expenses		4,450.00	100.0%
Central Reproduction			
Other Expenses	1,733.00	3,466.00	52.5%
Central Postage			
Other Expenses	18,703.00	37,406.00	52.5%
Insurance			
Employee Group Health	1,517,273.67	3,218,637.00	65.0%
Health Benefit Waiver			
General Liability	137,848.00	293,326.00	52.5%
Workers Compensation	342,752.00	619,611.00	52.5%
Department of Public Works			
Office of the Director			
Salaries and Wages	120,343.12	240,685.72	70.0%
Other Expenses	11,123.00	17,797.00	70.0%
Division of Street Construction & Maintenance			
Salaries and Wages	307,395.00	656,225.00	70.0%
Other Expenses	52,353.00	92,085.00	70.0%
Office of the City Engineer			
Other Expenses	17,000.00	59,500.00	70.0%
Municipal Garage			
Salaries and Wages	129,319.45	260,966.00	70.0%
Other Expenses	161,203.00	261,765.00	70.0%
Division of Parks			

Budget Appropriations 2013		Emergency Temporary Budget Approp. 03/13/2012	CUMULATIVE TEMPORARY BUDGET	CUMULATIVE % of ANTIC. TOTAL 2013
a) Operations - within "CAPS"				
Salaries and Wages	97,455.10	202,978.00	70.0%	
Other Expenses	19,405.00	34,248.00	70.0%	
Miscellaneous Other Expense	25,812.00	35,000.00	100.0%	
Division of Public Facilities				
Salaries and Wages	271,904.00	540,655.00	70.0%	
Other Expenses	67,797.00	116,795.00	70.0%	
Misc. Other Expenses		14,400.00	100.0%	
Division of Solid Waste / Recycling				
Salaries and Wages	331,449.65	700,406.00	70.0%	
Other Expenses	(15,373.50)	13,204.00	52.5%	
Disposal Costs (Sanitation and Recycling)				
Other Expenses	348,673.00	697,346.00	52.5%	
Department of Public Safety				
Office of the Director				
Salaries and Wages	44,813.00	89,626.00	52.5%	
Other Expenses	118.00	236.00	52.4%	
Division of Police				
Salaries and Wages	2,576,846.70	5,766,582.00	60.0%	
Other Expenses	165,789.00	267,789.00	52.5%	
Police Dispatch				
Salaries and Wages	105,464.00	210,928.00	52.5%	
School Traffic Guards				
Salaries and Wages	50,057.00	100,114.00	52.0%	
Other Expenses		1,310.00	100.0%	
Traffic Control				
Salaries and Wages	67,234.05	134,118.00	70.0%	
Other Expenses	(747.60)	12,660.00	52.5%	
Division of Fire				
Salaries and Wages	625,672.00	1,251,344.00	52.5%	
Other Expenses	39,875.00	97,556.00	60.0%	
Miscellaneous Other Expense (Chiefs Honorariums)				
Miscellaneous Other Expense (Fire Truck Leases)				
Fire House Rental				
Miscellaneous Other Expenses	9,800.00	14,000.00	87.5%	

Budget Appropriations 2013	Emergency Temporary Budget Approp. 03/13/2012	CUMULATIVE TEMPORARY BUDGET	CUMULATIVE % of ANTIC. TOTAL 2013
a) Operations - within "CAPS"			
Contribution to Volunteer First Aid Squads			
Other Expenses			
Division of Fire			
Uniform Fire Safety			
(Chapter 383, P.L. 1983)			
Salaries and Wages	108,546.00	217,092.00	52.6%
Other Expenses	6,536.00	13,072.00	52.5%
Miscellaneous Other Expense	40,982.00	81,964.00	52.9%
Department of Health			
Office of the Director			
Salaries and Wages	118,871.00	237,742.00	52.5%
Other Expenses	1,164.00	24,440.00	52.5%
Miscellaneous Other Expenses			
Bloodborne Pathogen Immunization		2,700.00	100.0%
Animal Control Subsidy (to Trust)	75,375.00	120,000.00	50.0%
Public Health Consortium		18,562.00	100.0%
Bureau of Welfare			
Miscellaneous Other Expenses (Reloc)	9,000.00	9,000.00	100.0%
Department of Recreation			
Office of the Director			
Salaries and Wages	87,333.00	175,380.00	52.5%
Other Expenses	(118.00)	7,315.00	100.0%
Miscellaneous Other Expense	4,045.00	8,090.00	52.5%
Miscellaneous Other Expenses (A. Bucky James CC)			
Bureau of Recreation			
Salaries and Wages	1,375.00	28,875.00	52.5%
Other Expenses	1,037.50	21,780.00	52.5%
Miscellaneous-Other Expenses (celebrations)	7,655.00	15,310.00	52.5%
Bureau of Conservation (Beaches)			
Salaries and Wages	203,878.62	267,750.00	52.5%
Other Expenses		60,390.00	100.0%
Office of Senior Citizen Activities			
Salaries and Wages	11,032.00	15,225.00	52.5%
Other Expenses	5,434.00	10,868.00	52.5%
Environmental Commission			
Other Expenses		450.00	100.0%

Budget Appropriations 2013	Emergency Temporary Budget Approp. 03/13/2012	CUMULATIVE TEMPORARY BUDGET	CUMULATIVE % of ANTIC. TOTAL 2013
a) Operations - within "CAPS"			
Office of Cable Television Commission			
Other Expenses	2,835.00	5,670.00	52.5%
Long Branch Arts Council			
Other Expenses	524.50	11,025.00	52.5%
Urban Enterprize Zone			
Salaries and Wages		18,000.00	100.0%
Other Expenses	914.00	1,828.00	52.5%
Long Branch Parking Authority			
Other Expenses			
Statutory & Other Agencies			
Planning Board			
Other Expenses	183.50	3,851.00	52.5%
Misc. - Other Expenses (Retainer)		6,000.00	100.0%
Zoning Board of Adjustment			
Other Expenses	160.50	3,378.00	52.5%
Misc. - Other Expenses (Retainer)		12,000.00	100.0%
Department of Building & Development			
Office of the Director			
Salaries and Wages	29,395.00	58,790.00	52.5%
Other Expenses	1,937.00	3,874.00	52.5%
Miscellaneous Other Expense (Demolition)	4,500.00	9,000.00	100.0%
Office of the Construction Code Official			
Salaries and Wages	122,892.00	234,799.00	52.5%
Other Expenses	4,015.00	8,030.00	52.5%
Miscellaneous Other Expense	16,566.00	84,486.00	52.5%
Office of Planning			
Salaries and Wages	70,859.00	140,961.00	52.5%
Other Expenses	2,268.00	4,536.00	52.5%
Miscellaneous-Other Expenses (Redevelopment)	87,500.00	175,000.00	100.0%
Miscellaneous-Other Expenses (Master Plan)	11,813.00	23,626.00	52.5%
Office of the Tax Assessor			
Salaries and Wages	52,818.00	100,520.00	52.5%
Other Expenses	1,877.00	3,360.00	52.5%
Miscellaneous Other Expenses	23,838.00	55,988.00	75.0%
Municipal Court			

Budget Appropriations 2013	Emergency Temporary Budget Approp. 03/13/2012	CUMULATIVE TEMPORARY BUDGET	CUMULATIVE % of ANTIC. TOTAL 2013
a) Operations - within "CAPS"			
Salaries and Wages	110,596.00	204,486.00	52.5%
Other Expenses		120,213.94	75.0%
Municipal Public Defender			
Salaries and Wages	5,775.00	11,550.00	52.5%
Unclassified:			
Utilities:			
Electricity	86,625.00	173,250.00	52.5%
Telephone	45,938.00	91,876.00	52.5%
Natural Gas		73,500.00	70.0%
Street Lighting	146,475.00	285,600.00	52.5%
Fire Hydrant Service	52,500.00	105,000.00	52.5%
Water	14,438.00	28,876.00	52.5%
Other (specify)			
Sewer		9,500.00	100.0%
Diesel Fuel	58,013.00	116,026.00	52.5%
Gasoline	82,425.00	164,588.00	52.5%
Accumulated Leave Compensation			
Salaries and Wages			
Total Operations {Item 8(A)} within "CAPS"	9,938,635.26	21,365,702.66	58.5%
B. Contingent			
Total Operations Including Contingent- within "CAPS"	9,938,635.26	21,365,702.66	58.5%
Deferred Charges and Statutory Expenditures- Municipal within "CAPS"			
DEFERRED CHARGES:			
Emergency Authorizations			
STATUTORY EXPENDITURES:			
Public Employees Retirement System		1,053,326.00	100.0%
Social Security System (O.A.S.I.)	242,025.00	470,400.00	52.5%
Police & Firemens Retirement System of New Jersey		2,839,770.00	100.0%
Defined Contribution Retirement Plan	2,200.00	10,000.00	100.0%
Unemployment Insurance			

Budget Appropriations 2013	Emergency Temporary Budget Approp. 03/13/2012	CUMULATIVE TEMPORARY BUDGET	CUMULATIVE % of ANTIC. TOTAL 2013
a) Operations - within "CAPS"			
Total Deferred Charges and Statutory Expenditures-Municipal within "CAPS"	244,225.00	4,373,496.00	88.4%
Total General Appropriations for Municipal Purposes within "CAPS"	10,182,860.26	25,739,198.66	62.1%
(A) Operations - Excluded from "CAPS"			
Maintenance of Free Public Library	381,528.00	795,002.00	52.5%
Disposal Costs (Sanitation and Recycling) Other Expenses (Recycling)			
Special Emergency Appropriation (Sandy)			
Total Other Op Excluded From Caps	381,528.00	795,002.00	51.0%
Implementation of "911" System Other Expenses			
Total Interlocal Municipal Service Ag.			
State and Federal Programs Off-Set by Revenues			
State of New Jersey Department of Environmental Protection Clean Communities Grant			
County Grant Monmouth County Office on Aging Senior Citizen Program Monmouth County Share City Share		25,000.00 221,485.00	100.0% 100.0%
State of New Jersey Department of Motor Vehicle Drunk Driving Enforcement			
County Grant Monmouth County Department of Alcohol & Drug Abuse Division of Alcohol & Drug Abuse County Share Municipal Match			
State Grant			

Budget Appropriations 2013

	Emergency Temporary Budget Approp. 03/13/2012	CUMULATIVE TEMPORARY BUDGET	CUMULATIVE % of ANTIC. TOTAL 2013
a) Operations - within "CAPS"			
Safe and Secure Communities Grant		60,000.00	100.0%
State of New Jersey Grant			
Alcohol Education & Rehab			
State of New Jersey			
Urban Enterprize Zone Administration			
UEZ Administrative Budget			
UEZ Security Phase X			
Summer Shuttle Project		21,100.00	100.0%
Year-Round Shuttle Project		70,000.00	100.0%
Marketing and Business Development		117,500.00	100.0%
West End Gazebo Project	60,000.00	122,500.00	196.0%
Digital Communications Project	40,000.00	120,500.00	149.7%
State of New Jersey			
Division of Criminal Justice			
Body Armor Replacement			
State of New Jersey			
Body Armor Replacement			
U. S. Department of Justice			
Office of Justice Programs			
Edward Byrne Memorial Justice Assistance Grant			
State of New Jersey			
Recycling Tonnage Grant			
US Department of Justice			
Bulletproof Vest Partnership			
State of New Jersey			
Cops in Shops Grant			
U. S. Dept. of Transportation			
Federal Transit Administration (FTA G-15 Oct. 1, 2008)			
FEMA - Homeland Security			
Assistance to Firefighters			
Grant			
Match			
County of Monmouth			

Budget Appropriations 2013	Emergency Temporary Budget Approp. 03/13/2012	CUMULATIVE TEMPORARY BUDGET	CUMULATIVE % of ANTIC. TOTAL 2013
a) Operations - within "CAPS"			
Solid Waste Advisory Council Municipal Recycling Grant			
New Jersey Health Officer's Association			
FEMA - US Dept. of Homeland Security (fire)			
COPS Universal Hirig Grant			
New Jersey Clean Energy Program			
County of Monmouth Municipal Open Space Project Troutmans Creek			
County of Monmouth Workforce Development (Sandy hiring)	50,757.39	91,311.39	100.0%
<hr/>			
Total State and Federal Programs Off-Set by Revenues	150,757.39	849,396.39	
Total Operations Excluded from "CAPS"	532,285.39	1,644,398.39	68.0%
<hr/>			
Capital Improvements - Excluded from "CAPS"			
Capital Improvement Fund		100,000.00	100.0%
Capital Projects:			
Acquisition of Equipment:			
Department of Recreation Bureau of Conservation (Beach)		23,500.00	100.0%
Department of Public Safety Division of Fire		52,000.00	100.0%
Office of Emergency Management (OEM)		15,500.00	100.0%

Budget Appropriations 2013

Budget Appropriations 2013	Emergency Temporary Budget Approp. 03/13/2012	CUMULATIVE TEMPORARY BUDGET	CUMULATIVE % of ANTIC. TOTAL 2013
a) Operations - within "CAPS"			
State of New Jersey			
Dept. of Transportation Grants			
Troutman's Creek Drainage			
State Share			
City Share			
Total Capital Improvements Excluded from "CAPS"		191,000.00	100.0%
Municipal Debt Service Excluded form "CAPS"			
Payment of Bond Principal		1,855,000.00	100.0%
Payment of Bond Anticipation Notes		254,000.00	100.0%
Interest on Bonds		1,232,665.63	100.0%
Interest on Notes		229,912.50	100.0%
Interest on Tax Anticipation Notes			
Ineterst and Principal on Green Trust		120,216.87	100.0%
Ineterst and Principal on Unsafe Bldg. Demo Grant (DCA		29,508.60	100.0%
Payment of Special Emerg. Note Principal		1,075,000.00	100.0%
Interest on Special Emergency Notes		79,500.00	100.0%
Total Municipal Debt Service - excluded from "CAPS"		4,875,803.60	100.0%
Deferred Charges - Municipal- Excluded from "CAPS"			
(1) DEFERRED CHARGES			
Emergency Authorizations			
Special Emergency Auth 5 Yr (40A:4-55)			
Deferred Charges to future taxation-Unfunded			
Total Deferred Charges - Municipal- Excluded from "CAPS"			
Total General Appropriations for Municipal Purposes Excluded from "CAPS"	532,285.39	6,711,201.99	87.9%
Total General Appropriations - Excluded from "CAPS"	532,285.39	6,711,201.99	87.9%
Subtotal General Appropriations (Items (H-1) and (O)	10,715,145.65	32,450,400.65	66.1%
Reserve for Uncollected Taxes			
Total General Appropriations	10,715,145.65	32,450,400.65	63.2%
Operations	10,715,145.65	27,383,597.05	62.2%
Debt Service		4,875,803.60	100.0%
Capital Impmt.		191,000.00	100.0%
Reserve for Uncoll.			
	10,715,145.65	32,450,400.65	63.2%

R# 69-13

RESOLUTION
2012 BUDGET APPROPRIATION RESERVE TRANSFERS

WHEREAS N.J.S.A. 40A:4-59 states that, if during the first 3 months of any fiscal year, the amount of any appropriation reserve for the immediately preceding fiscal year is insufficient to pay the claims authorized or incurred during said preceding year which were chargeable to said appropriation, and there shall be an excess in any appropriation reserve over and above the amount deemed necessary to fulfill its purpose, the governing body may, by resolution adopted by not less than 2/3 vote of the full membership thereof, transfer the amount of such excess to an appropriation reserve or an appropriation in the prior budget deemed to be insufficient to fulfill its purpose or for which no reserve was provided.

WHEREAS the Director of Finance has deemed that the appropriation set forth below meet the requirements aforementioned, and recommends that said transfers be made,

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

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMLZ, 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 3-19-13
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 13th DAY OF MARCH 2013
Kathy L. Schmelz
MUNICIPAL CLERK, R.M.C.

**2012 Budget Appropriations
Reserves**

RESERVE
TRANSFERS
03/13/2013

TRANSFERS "TO"

a) Operations - within "CAPS"

Engineering

Other Expense

1,000.00

TOTAL TRANSFERS "TO"

1,000.00

TRANSFERS "FROM"

Department of Public Safety

Division of Police

Salaries and Wages

1,000.00

TOTAL TRANSFERS "FROM"

1,000.00

R# 70-13

**RESOLUTION REQUESTING AUTHORIZATION TO AMEND RESOLUTION #317-12 AN
APPLICATION TO THE NEW JERSEY URBAN ENTERPRISE ZONE FOR
THE DIGITAL COMMUNICATION PROJECT
FOR THE FISCAL YEAR 2013**

WHEREAS, the governing body of the City of Long Branch is a qualified municipality in the Urban Enterprise Zone as designated and the Long Branch Enterprise Zone Alliance has been created for said zone; and

WHEREAS, the funds which are generated by the UEZ programs are now recorded in the NJ State Urban Enterprise Zone Assistance Fund and credited to the account of the City of Long Branch, and said account being maintained by the NJ State Treasurer for the Urban Enterprise Zone; and

WHEREAS, the City of Long Branch Urban Enterprise Zone Board of Directors wishes to authorize an additional \$40,000 of UEZ Assistance Fund for the Digital Communications Project, which makes the total project \$120,500 for business development; and

WHEREAS, the proposal is an eligible use of Urban Enterprise Zone's funds under the provisions of the Urban Enterprise Zone Act Public 1993, chapter 367, and there is sufficient funding available to cover the cost of the proposal; and

WHEREAS, the Digital Communications Project is necessary in order to successfully complete UEZ objectives and goals; and

WHEREAS, the project will operate from February 1, 2013 through January 31, 2014; and

WHEREAS, these objectives and goals will directly benefit revitalization efforts and economic development needs within the zones.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that they hereby authorize that \$120,500 of UEZ matching funds is used for the purpose of addressing the Digital Communications Project for Business Development needs within the UEZ of the City of Long Branch, New Jersey.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMELZ, 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 3-12-13
IN WITNESS WHEREOF, I HAVE HERETO SIGNED
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS _____ DAY OF _____ 20____

MUNICIPAL CLERK, R.M.C.

WORK PLAN

I. Project Description

This grant provides funds as an initial increment towards the municipality's projected Fiscal Year 2013 total Urban Enterprise Zone Program Digital Communications Project. The project will operate from February 1, 2013 through January 31, 2014.

II. Target Population Area to Be Served

Monmouth County New Jersey

III. Project Objectives

- A. New and existing businesses will be contacted and given information regarding the procedure to join and the benefits available in the UEZ Program.
- B. The UEZ Program will work in collaboration with other programs and resources to improve the overall appearance of designated zones. This will help to attract customers and increase spending.
- C. Businesses must be improved, infrastructure and streetscapes upgraded to attract customers, to retain and create new jobs and greater revenues for overall business productivity.
- D. Free concerts, special events, holidays, special promotions and City-sponsored activities will be supported to draw people into designated Urban Enterprise Zones to help develop and grow business opportunities.
- E. Digital Signs will be installed at City Hall and in the West End Section of Long Branch to advertise and announce business development events and activities.

IV. Scope of Services

Scope of services includes replacing existing marquee signage now erected at City Hall and in the West End Park locations. The new signs will be operated from a central site via computer and will announce special events with the intent of attracting people into business nodes of the designated enterprise zones. UEZ Program will spearhead the strategy to bring in new retail uses for job creation; help to improve existing businesses for job retention; market the UEZ and its services and projects; attract new retail uses to UEZ's for sustainable economic development and to announce events that will help make areas attractive as City services are enhanced and commercial areas become more productive. The ratable base for the City has been improved through such actions and ultimately merchants and retailers will be able to make a decent living in Long Branch with increased traffic in the zones..

The staff of the UEZ will use mailings, email communications, cable television, publications, special events, articles, ads and other methods to market the UEZ Program and to highlight the benefits of the same. The staff will accumulate statistics and conduct surveys to obtain first-hand information about the business operations, their successes and failures and resolve to improve on the conduct of

business for a more productive business environment. The digital signs will offer new technology and the means to communicate special promotions and marketing events to aid in these stated UEZ development outcomes.

OBJECTIVES

Objective Number: 1

Short Description: To increase the number of business certifications

Detailed Description
New and existing businesses will be contacted and given information regarding the procedure to join and the benefits available in the UEZ Program. Occasional announcements via the new digital signage installations will encourage business participation in the UEZ Program.

Methods
Through the use of business meetings, canvassing, mail drops, email blasts, cable network, advertisements, free concerts, special events, special activities, articles, trainings, digital communications and other methods, business contacts will be made and informed of the UEZ Program.

Evaluation
The effectiveness of these methods can be measured by the number of certified businesses after any given period.

Application Program Component: _____

OBJECTIVES

Objective Number: 2

Short Description: To make UEZ's more attractive and productive

Detailed Description
The UEZ Program will work in collaboration with other programs and resources to improve the overall appearance of designated zones. This will help to attract customers and increase spending in the zones to the benefit of the retailers as well as the zones. Digital announcements can greatly facilitate these efforts.

Methods
The UEZ will install digital signage at City and West End, offer banners, planters, special activities, decorations, beautification items all in designated zones along with increased City services to make areas more attractive and to keep areas clean.

Evaluation
Business viability and revenues, however difficult to obtain (merchants are sometimes reluctant to share revenue statistics), will be the telling results of the success of these efforts.

Application Program Component: _____

OBJECTIVES

Objective Number: 3

Short Description: Create sustainable economic development in UEZ's

Detailed Description
Businesses must be improved; infrastructure and streetscape upgraded to attract customers, to retain and create new jobs and create new jobs and greater revenues for overall business productivity. Outsiders must be attracted into zones as well as City residents via special promotions, digital announcements and activities in order to create incentives for business growth.

Methods
Regular business meetings are held; the UEZ works with the local Chamber of Commerce to attract new business and offer incentives to existing uses; the UEZ offers incentives for stimulating the economy.

Evaluation
The results of this endeavor will be evaluated by the number of jobs retained and jobs created in designated Urban Enterprise Zones.

Application Program Component: _____

OBJECTIVES

Objective Number: 4

Short Description: To redevelop Lower Broadway and improve other zones

Detailed Description

Lower Broadway is a NJ State authorized Area In Need of Redevelopment. Improving the first two blocks by constructing new retail uses will increase UEZ certifications. In addition, having special activities digitally announced and offering wholesome family concerts in all of the zones will draw customers into the same.

Methods

New retail uses are being marketed and some successful uses may be relocated to the Broadway District. Discussions are underway for a new developer and a modified plan. Existing zones will benefit from the influx of people via announcements and hosting special events. Additional certifications are assured when these actions are completed.

Evaluation

The success of this effort will be determined by the actual number of UEZ certified businesses located Lower Broadway.

Application Program Component: _____

**UEZ 2013 Program Digital Communications
Project**

Professional Fees

Engineering.....\$8,000

Operating Fees

Utilities/Supplies..... \$500

Equipment

Brick/ Masonry Framework (2).....\$12,000

Digital/ Electronic (Double-Face) Sign (4ft by 8ft) with computer and accessories (2)..... \$40,000

Professional Labor

Contractor (Davis Bacon Regulations of Prevailing Wages)...\$20,000

Total Project Costs..... \$80,500

**RESOLUTION TO ADOPT THE
URBAN ENTERPRISE ZONE
DIGITAL COMMUNICATIONS PROJECT
FOR THE FISCAL YEAR 2013**

WHEREAS, the governing body of the City of Long Branch is a qualified municipality in the Urban Enterprise Zone as designated and the Long Branch enterprise Zone Alliance has been crated for said zone; and

WHEREAS, the funds which are generated by the UEZ programs are now deposited in the NJ State Urban Enterprise Zone Assistance Fund and credited to the account of the city of Long Branch, and said account being maintained by the NJ State Treasurer for the Urban Enterprise Zone; and

WHEREAS, the City of Long Branch Urban Enterprise Zone Board of Directors wishes to authorize the use of \$80,500 of the Urban Enterprise Zone Assistance Fund for the Digital Communications Project for business development; and

WHEREAS, the proposal is an eligible use of Urban Enterprise Zone's funds under the provisions of the Urban Enterprise Zone Act Public 1993, Chapter 367, and there is sufficient funding available to cover the cost of the proposal; and

WHEREAS, the Digital Communications Project is necessary in order to successfully complete UEZ objectives and goals; and

WHEREAS, the project will operate from February 1, 2013 through January 31, 2014; and

WHEREAS, these objectives and goals will directly benefit revitalization efforts and economic development needs within the zones.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that they hereby authorize that \$80,500 of UEZ matching funds be used for the purpose of addressing the Digital Communications Project for Business Development needs within the UEZ of the City of Long Branch New Jersey.



R# 71-13

RESOLUTION REQUESTING AUTHORIZATION TO AMEND RESOLUTION #318-12 AN APPLICATION TO THE NEW JERSEY URBAN ENTERPRISE ZONE FOR THE WEST END GAZEBO PROJECT FOR THE FISCAL YEAR 2013

WHEREAS, the governing body of the City of Long Branch is a qualified municipality in the Urban Enterprise Zone as designated and the Long Branch Enterprise Zone Alliance has been created for said zone; and

WHEREAS, the funds which are generated by the UEZ programs are now recorded in the NJ State Urban Enterprise Zone Assistance Fund and credited to the account of the City of Long Branch, and said account being maintained by the NJ State Treasurer for the Urban Enterprise Zone; and

WHEREAS, the City of Long Branch Urban Enterprise Zone Board of Directors wishes to authorize an additional \$60,000 of UEZ Assistance Fund for the West End Gazebo/Band Shell Project, which makes the total project \$122,500 for the purpose of business development; and

WHEREAS, the proposal is an eligible use of Urban Enterprise Zone's funds under the provisions of the Urban Enterprise Zone Act Public 1993, chapter 367, and there is sufficient funding available to cover the cost of the proposal; and

WHEREAS, the West End Gazebo Project is necessary in order to successfully complete UEZ objectives and goals; and

WHEREAS, the project will operate from February 1, 2013 through January 31, 2014; and

WHEREAS, these objectives and goals will directly benefit revitalization efforts and economic development needs within the zones.

NOW, THEREFORE, BE IT RESOLVED by the City council of the city of Long Branch that they hereby authorize that \$122,500 of UEZ matching funds is used for the purpose of completing the West End Gazebo Project for Business Development needs within the UEZ of the City of Long Branch, New Jersey.

OFFERED:	<u>Celli</u>
SECOND:	<u>Billings</u>
AYES:	<u>5</u>
NAYES:	<u>0</u>
ABSENT:	<u>0</u>
ABSTAIN:	<u>0</u>

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 2-12-13
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 13 DAY OF MARCH 2013
Kathy L. Schmeltz
MUNICIPAL CLERK, R.M.C.

WORK PLAN

I. Project Description

This grant provides funds as an initial increment towards the municipality's projected Fiscal Year 2013 Urban Enterprise Zone Program West End Gazebo Project. The project will operate from February 1, 2013 through January 31, 2014.

II. Target Population Area to Be Served

Monmouth County New Jersey

III. Project Objectives

- A. New and existing businesses will be contacted and given information regarding the procedure to join and the benefits available in the UEZ Program.
- B. The UEZ Program will work in collaboration with other programs and resources to improve the overall appearance of designated zones. This will help to attract customers and increase spending.
- C. Businesses must be improved, infrastructure and streetscapes upgraded to attract customers, to retain and create new jobs and greater revenues for overall business productivity.
- D. Free concerts, special events, holidays, special promotions and City-sponsored activities will be supported to draw people into designated Urban Enterprise Zones to help develop and grow business opportunities.
- E. The existing Gazebo in the West End Section of Long Branch will be razed due to irreparable damage and a new gazebo (With less metal and more wood) will be constructed.

IV. Scope of Services

Scope of services includes replacing existing public Gazebo in the West End Park location. Various events and special activities are hosted with the intent of attracting people into this business node of the designated enterprise zone. UEZ Program will spearhead the strategy to bring in new retail uses for job creation; help to improve existing businesses for job retention; market the UEZ and its services and projects; attract new retail uses to UEZ's for sustainable economic development and to announce events that will help make areas attractive as City services are enhanced and commercial areas become more productive. The ratable base for the City has been improved through such actions and ultimately merchants and retailers will be able to make a decent living in Long Branch with increased traffic in this particular zone.

The staff of the UEZ will use mailings, email communications, cable television, publications, special events, articles, ads and other methods to market the UEZ Program and to highlight the benefits of the same. The staff will accumulate statistics and conduct surveys to obtain first-hand information about the business operations, their successes and failures and resolve to improve on the conduct of business for a more productive business environment. The new Gazebo will be the center of UEZ sponsored concerts and other activities (similar to the existing

site) to attract residents and visitors into the West End Business District and it is expected that increased pedestrian traffic will benefit business owners operating within the urban enterprise zone..

OBJECTIVES

Objective Number: 1

Short Description: To increase the number of business certifications

Detailed Description

New and existing businesses will be contacted and given information regarding the procedure to join and the benefits available in the UEZ Program. Occasional announcements via the shows and concerts will encourage business participation in the UEZ Program.

Methods

Through the use of business meetings, canvassing, mail drops, email blasts, cable network, advertisements, free concerts, special events, special activities, articles, trainings, digital communications and other methods, business contacts will be made and informed of the UEZ Program.

Evaluation

The effectiveness of these methods can be measured by the number of certified businesses after any given period.

Application Program Component: _____

OBJECTIVES

Objective Number: 2

Short Description: To make UEZ's more attractive and productive

Detailed Description
The UEZ Program will work in collaboration with other programs and resources to improve the overall appearance of designated zones. This will help to attract customers and increase spending in the zones to the benefit of the retailers as well as the zones. Public announcements can greatly facilitate these efforts.

Methods
The UEZ will install digital signage at City and West End, offer banners, planters, special activities, decorations, beautification items all in designated zones along with increased City services to make areas more attractive and to keep areas vibrant.

Evaluation
Business viability and revenues, however difficult to obtain (merchants are sometimes reluctant to share revenue statistics), will be the telling results of the success of these efforts.

Application Program Component: _____

OBJECTIVES

Objective Number: 3

Short Description: Create sustainable economic development in UEZ's

Detailed Description

Businesses must be improved; infrastructure and streetscape upgraded to attract customers, to retain and create new jobs and create new jobs and greater revenues for overall business productivity. Outsiders must be attracted into zones as well as City residents via special promotions, concerts, digital announcements and activities in order to create incentives for business growth.

Methods

Regular business meetings are held; the UEZ works with the local Chamber of Commerce to attract new business and offer incentives to existing uses; the UEZ offers incentives for stimulating the economy through free concerts and other activities.

Evaluation

The results of this endeavor will be evaluated by the number of jobs retained and jobs created in designated Urban Enterprise Zones.

Application Program Component: _____

OBJECTIVES

Objective Number: 4

Short Description: To redevelop West End Business District and improve other zones

Detailed Description

The West End Business District, a NJ State designated urban enterprise zone, was recently damaged due to first, a fire that destroyed several stores on the first block of Brighton Avenue and second, the winds and water of Hurricane Sandy. Improving the first block by constructing new retail uses will increase UEZ certifications. In addition, having special activities, concerts, and other wholesome activities within the business district will draw customers into the zone. This is a very important and necessary step in bringing the West End section back to its full economic development potential.

Methods

New retail uses are being marketed and some successful uses may be relocated to the West End District. Discussions are underway for a new developer to replace lost business uses. Other zones such as Pier Village may benefit from the influx of people via announcements and hosting special events. Additional certifications are assured when these actions are completed.

Evaluation

The success of this effort will be determined by the actual number of UEZ certified businesses located Lower Broadway.

Application Program Component: _____

**UEZ 2013 Program West End Gazebo
Project**

Professional Fees

Engineering..... \$5,000

Operating Fees

Utilities/Supplies..... \$500

Equipment

Cement foundation..... \$12,000

Gazebo Structure..... \$35,000

Professional Labor

Contractor (Davis Bacon Regulations of Prevailing Wages)... \$10,000

Total Project Costs..... \$62,500

**RESOLUTION TO ADOPT THE
URBAN ENTERPRISE ZONE
WEST END GAZEBO PROJECT
FOR THE FISCAL YEAR 2013**

WHEREAS, the governing body of the City of Long Branch is a qualified municipality in the Urban Enterprise Zone as designated and the Long Branch Enterprise Zone Alliance has been created for said zone; and

WHEREAS, the funds which are generated by the UEZ programs are now deposited in the NJ State Urban Enterprise Zone Assistance Fund and credited to the account of the city of Long Branch, and said account being maintained by the NJ State Treasurer for the Urban Enterprise Zone; and

WHEREAS, the City of Long Branch Urban Enterprise Zone Board of Directors wishes to authorize the use of \$62,500 of the Urban Enterprise Zone Assistance Fund for the West End Gazebo Project for business development; and

WHEREAS, the proposal is an eligible use of Urban Enterprise Zone's funds under the provisions of the Urban Enterprise Zone Act Public 1993, Chapter 367, and there is sufficient funding available to cover the cost of the proposal; and

WHEREAS, the West End Gazebo Project is necessary in order to successfully complete UEZ objectives and goals; and

WHEREAS, the project will operate from February 1, 2013 through January 31, 2014; and

WHEREAS, these objectives and goals will directly benefit revitalization efforts and economic development needs within the zones.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that they hereby authorize that \$62,500 of UEZ matching funds be used for the purpose of addressing the West End Gazebo Project for Business Development needs within the UEZ of the City of Long Branch New Jersey.

R# 72-13

RESOLUTION MEMORIALIZING THE CONTRACT BETWEEN THE CITY OF LONG BRANCH AND ESTATE OF GERALD RUSSOMANO, JR. FOR A PORTION OF BLOCK 252, LOT 103.

WHEREAS, the City of Long Branch Department of Public Works currently has a lease agreement renting a portion of the property owned by the Estate of Gerald Russomano, Jr., which property is bounded by the Public Works building; and

WHEREAS, the portion of the property subject to the Lease extending an arrangement measures approximately 3,600 square feet (80' x 45'), and is located to the rear of Russomano's Auto Body Shop; and

WHEREAS, the use of this property allows the secure storage of equipment in a fenced-in-area; and

WHEREAS, the Public Works Department as well as the Administration endorses the extension of the lease of said property; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form attached hereto, that funds for this Lease are available in Account No. 2-01-055-501 - 5,950.00, in an amount not to exceed \$20,400.00. 3-01-055-501, in an amount of 10,200.00

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 enter into a Lease Extension Agreement, *nunc pro tunc*, with the Estate of Gerald Russomano, Jr., for premises known as Block 252, Lot 103, to commence June 1, 2012 and to terminate on May 31, 2014, for a base rental

price of \$850 per month, with the condition that either party may cancel the Lease Agreement at any time during the course of the Lease upon thirty (30) days advance notice, and pursuant to the other terms and conditions set forth in the Lease extension annexed hereto and made a part hereof.

MOVED: *Celli*
SECONDED: *Billings*

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHIELZ, 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 *3-12-13*
IN WITNESS WHEREOF, I HAVE HERETO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY, THIS *12th* DAY OF *MARCH* 20*13*
Kathy L. Schielz
MUNICIPAL CLERK, R.M. *KS*

**Extension of Lease
Between
Estate of Gerald Russomano, as Landlord
And
City of Long Branch, as Tenant**

Whereas, the Estate of Gerald Russomano with principal offices at c/o Polinsky Law Office, 1000 US Hwy 9 North, Ste. 204, Woodbridge NJ 07095 (hereinafter, "Landlord"), owns certain premises at 600 Joline Ave., Long Branch, Monmouth County, New Jersey (hereinafter, "the Premises"); and

Whereas, Landlord and City of Long Branch, with principal offices at 344 Broadway, Long Branch, Monmouth County, New Jersey (hereinafter, "Tenant") entered into a Lease of a portion of the Premises which was approved by the Council of the Tenant by resolution on October 11, 2011 for a term commencing June 1, 2011 and expiring May 31, 2012; and

Whereas, Landlord and Tenant have agreed to amend and extend the terms of such lease as set forth herein;

NOW, THEREFORE

LANDLORD and TENANT hereby make the following modifications to the terms of the Lease for the term June 1, 2012 through May 31, 2014:

A. Paragraph 4 is amended to that "Tenant agrees to pay Ten Thousand Two Hundred (\$10,200.00) Dollars as rent, to be paid in equal installments of Eight Hundred Fifty (\$850.00) Dollars per month, due on the 1st day of each month, commencing June 1, 2012.

B. Paragraph 12 is amended at the first sentence to provide as follows: "Tenant acknowledges that the portion of the Premises not subject to this Lease may be occupied by others." Other references to "Russomano Enterprises" in the paragraph are deleted.

C. The Lease is further amended by the insertion of the following paragraph:

13. Recapture on Sale. In the event Landlord elects to sell the subject premises, and a contract of sale to a buyer requires that the premises be vacant at closing, then Tenant agrees to vacate the premises upon ninety (90) days' written notice from Landlord and terminate this Lease.

D. All other terms of the Lease not modified by this Amendment shall remain in full force and effect.

E. Effective Date. The Effective Date for the amendments to the Lease set forth herein shall be June 1, 2012.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year written below their signatures.

ESTATE OF GERALD RUSSOMANO, LANDLORD

**Signed, Sealed and Delivered
in the presence of or attested by**

By: Debie Saley, Executrix

CITY OF LONG BRANCH, TENANT

**Signed, Sealed and Delivered
in the presence of or attested by**

By: Adam Schneider, Mayor

CITY OF LONG BRANCH
344 BROADWAY
LONG BRANCH, NEW JERSEY 07740
DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

CERTIFICATION OF FUNDS

07-Mar-2013

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

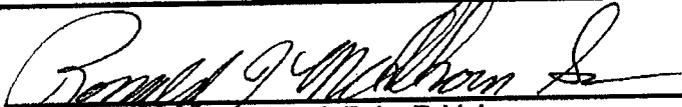
Rental of Property for use of Public Works
Block 252, Lot 103

Said award is to be made to the following Agency / Vendor, in the following amount

Estate of Gerald Russomano, Jr. \$20,400.00

Said funds being available in the form of:

City Budget 2012 2-01-055-501 Public Facilities	2012	\$5,950.00
City Budget 2013 3-01-055-501 Public Facilities	2013	\$10,200.00
Continuation of contract beyond the amounts certified for the years 2012 and 2013 is contingent upon appropriation by means of an emergency appropriation, Transfer of funds or appropriation in subsequent years budget(s).		\$4,250.00
		<u>\$20,400.00</u>


Ronald J. Mehlhorn Sr., C.P.A., R.M.A.
Director of Finance (C.F.O.)

R# 73-13

**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: Celli
SECONDED: Billings

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

State of New Jersey
County of Monmouth
City of Long Branch

I, Kathy L. Schmelz, City Clerk of the City of Long Branch do hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council at a Regular Meeting held on 3-12-13.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Long Branch, Monmouth County, New Jersey this 12 day of MARCH, 2013

Kathy L. Schmelz
Kathy L. Schmelz, City Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of March 12, 2013. 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 & A Truck Parts, Inc.	Misc. Parts - PW #250 - DPW	175.00	*
A T & T	Video Conferencing - February 2013 - Municipal Court	5.55	*
A T & T	Utilities - Telephone - Bills Dated January & February 2013 - Various Locations	2,359.08	*
A T & T	Utilities - Telephone - Bill Dated 2/16/13 - Various Locations	32.79	*
A.R. Communications	Radio Equipment - DPW / Fire Dept.	688.62	*
Action Flag Co.	Various Flags - DPW	412.40	*
Alexander Kelly	Reimbursement for Tuition Paid for Brookdale Networking Class - IT-Administration	924.32	*
All Industrial Safety Products, Inc.	Safety Vests - DPW	299.37	*
American Hose & Hydraulics Co.	Misc. Parts - Sanitation #50 - DPW	705.37	*
Andrew Clay	Soccer Referee for Youth Indoor Soccer Games - 2/2 & 2/16/13 - Recreation Dept.	240.00	*
Angelo Ciaglia	Reimbursement for Various Expenses Incurred - January 2013 - Fire Dept.	378.35	*
Ansell, Grimm & Aaron	Legal Services Rendered - Hotel Campus - January 2013	253.00	*
Ansell, Grimm & Aaron	Legal Services Rendered - General/Litigation/Tax Appeals - January 2013	18,131.10	*
Ansell, Grimm & Aaron	Legal Services Rendered - Retainer - January 2013	2,500.00	*
Apruzzese, McDermott, Mastro & Murphy	Legal Services Rendered - General Labor Matters - January 2013	11,240.66	
Arbus, Maybruch & Goode	Legal Services Rendered - Planning Board Attorney Retainer - December 2012	500.00	Pynt #1
Atlantic Flooring, Inc.	Vinyl Flooring for Senior Center - DPW	323.36	Final Pynt
Atlantic Irrigation Specialties, Inc.	Sprinkler Head - DPW	33.96	
Atlantic Plumbing Supply Corp.	Plumbing Materials for City Hall Building & Library - DPW	337.06	
Atlantic Security & Fire, Inc.	Burglary & Fire Monitoring - 142 Belmont Avenue - January / March 2013 - DPW	150.00	
Auto Parts	Misc. Automotive Parts - January & February 2013 - DPW / Fire Dept.	10,070.85	
AW Direct, Inc.	Misc. Parts - PW #102 & DPW Stock	865.02	
Awareness Protective Consultants, LLC.	Registration for Course - 2/5/13 - D. Phillips - Police Dept.	100.00	
B & H Photo	Various Equipment - Various Depts.	711.52	
B. Keith Controls, Inc.	Janitorial Supplies - Fire Dept.	34.20	
BD Sign Supply, LLC.	Traffic Sign Adhesive - Traffic Dept.	63.00	
Bergey's Truck, Inc.	Misc. Parts - PW #199 - DPW	388.92	
Beyer Bros. Corp.	Misc. Parts - Sanitation #70 - DPW	660.23	
Birdsall Services Group, Inc.	Engineering Services Rendered - General - January 2013	2,187.50	Pynt #1
Bon Appetit	Meals During Snow Storm - 2/9/13 - DPW	293.10	
Boro Printing, Inc.	Printing of "Courtesy Notices" - DPW	96.60	
Bullet Lock & Safe Co.	Misc. Keys/Locks - DPW / Recreation Dept.	801.40	
CCC Heavy Duty Truck Parts Co.	Misc. Parts - Various Vehicles - DPW	9,818.30	
CDWG	Computer Equipment - OEM	1,210.00	
Central Jersey Registrar's Assoc.	(4) 2013 Membership Dues - Health Dept.	40.00	
Central Jersey Starter & Alternator, Inc.	Misc. Parts - Misc. Parts - PW #103 & #166 - DPW	470.00	
Century Office Products, Inc.	Copier Maintenance - December 2012 / March 2013 - Various Depts.	4,469.51	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

ISG/Infrasys	Repair of Thermal Image Camera - Fire Dept.		439.40
Jersey Central Power & Light	Utilities - Electric (Street Lighting) - Bills Dated 9/27/12-2/04/13 - Various Locations	*	59,977.85
Jersey Central Power & Light	Utilities - Electric - Bill Dated 9/28/12-2/11/13 - Various Locations	*	4,172.05
Jersey Elevator Co.	Elevator Maintenance at City Hall Building - January / March 2013 - DPW		533.92
Jesco, Inc.	Misc. Parts - PW #104 & DPW Stock		676.38
John L. Kraft, Esq.	Legal Services Rendered - Bond Counsel - February 2013		5,735.79
KBD Construction, LLC.	Pier Village Storm Repair - 2/7-2/22/13	*	65,308.45
Kepwel Water	Monthly Cooler Rental - January 2013 - Administration		14.00
K-Mart	Wrapping Paper for Christmas Party - Recreation Dept.		199.60
Lawson Products, Inc.	Saw Blades - DPW		149.03
Leon S. Avakian, Inc.	Hurricane Sandy Damage - November & December 2012		4,635.00
Lexis Nexis	Accrunt License - January 2013 - Police Dept.		50.00
Liberty Paper & Janitorial Supply	Janitorial Supplies for Various Locations - DPW / Fire Dept.		475.65
Linda Hurden	Mileage Reimbursement - Registrar's Meeting - 1/21-1/22/13 - Health Dept.		49.20
Lisa Gall	Services for Community Connections - January 2013 - L.B. Cable Commission		80.00
Long Branch Chamber of Commerce	Reimbursement for Electrical Service At Community Dev. Office - 6/1/12-1/2/13 - Community Dev.		1,181.56
Long Branch Chamber of Commerce	Full Page Ad in Journal for Louis G. Libutti Awards Dinner - Mayor's Office		100.00
Long Branch Concordance	Quarter Page Ad in Journal for "Success Starts At Home" Event - Recreation Dept.		100.00
Lowe's	Supplies for Network Room - IT / Administration		28.44
Mary Ann Lumia	Mileage Reimbursement - City Attorney's Office - Finance Dept.		4.80
Maser Consulting, P.A.	Professional Services Rendered - Zoning Ordinances - January 2013		4,975.00
Masune First Aid & Safety	Exam Gloves - Recreation Dept.		131.95
Mazza & Sons, Inc.	Recycling of Tires & Disposal of Bulky Waste & Concrete - DPW		16,180.46
MCAA c/o Greg Hutchinson	Registration for Conference - 2/7/13 - J. Butow & W. Laird - Tax Assessor's Office		120.00
MCANJ c/o Denise Szabo	2013 Membership Application - K. Schmelz - City Clerk		100.00
McKenna, DuPont, Higgins & Stone	Legal Services Rendered - Conflict Attorney - December 2012		2,882.00
Memphis Equipment Co.	Misc. Parts - PW #252 & Stock - DPW		102.77
MGL Printing Solutions	1099 Forms - Tax Collector's Office		48.00
Michael A. Irene, Jr. Esq.	Legal Services Rendered - Zoning Board Attorney Retainer - January 2013		500.00
Mid-Atlantic Truck Center, Inc.	Misc. Parts - Various Vehicles - DPW		268.05
Monmouth County Regional Health Comm.	Lead Paint Analyzer - January / December 2013		526.80
Monmouth County Treasurer - Finance Dept.	Tipping Fees - January 2013 - DPW		74,843.45
Monmouth Municipal Judges Assoc.	2013 Annual Dues - Judge Cieri - Municipal Court		160.00
Mr. Driveshaft	Repair Driveshaft - Sanitation #100 - DPW		164.06
New Jersey American Water Co.	Utilities - Water (Hydrants Included) - Bills Dated December 2012 / February 2013 - Various Locations *	*	18,009.10
New Jersey Fire Equipment Co.	LED Lights - Fire Dept.		3,425.00
New Jersey Gravel & Sand Co.	Delivery of Stone to Morris & Ocean Avenue - DPW		19,910.00
New Jersey Natural Gas	Utilities - Gas - January & February 2013 - Various Locations	*	15,895.05
New Jersey State League of Municipalities	Registration - Seminar - 2/25/13 - Finance Director / Comptroller		110.00
New Jersey Turfgrass Assoc.	2013 Membership Dues - F. Rawschiere & H. Van Note - DPW		160.00
NJACCHO	Registration for Conference - 1/28/13 - D. Roach - Health Dept.		15.00
Office Concepts Group	Printer Cartridges - Personnel Dept. / Fire Prevention		363.19
Party Fair	Supplies for Various Events in February 2013 - Senior Affairs		280.30
Public Works Assoc. of NJ c/o Lunny Mahedy	2013 Membership - DPW		120.00
Pumpkin Fields, LLC.	Disposal of Leaves - DPW		624.00

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Pumpkin Fields, LLC.	Disposal of Leaves - February 2013	1,248.00	Pymt #1
Radio Shack	Answering Machine - Recreation Dept.	19.99	
Registered Municipal Accountants Assoc.	2013 Membership Dues - Finance Director	125.00	
Riggins, Inc.	Diesel Fuel & Unleaded Gasoline - January & February 2013 - DPW	84,145.74	
Safelite Fulfillment, Inc.	Install Rear Glass - PW #10 - DPW	292.92	
Saker Shoprites, Inc.	Food for Various Events in January & February 2013 - Senior Affairs / Recreation Dept.	1,300.82	
Sanitation Equipment Corp.	Misc. Parts - Various Vehicles - DPW	1,375.29	
Scotes Floorshine Industries	Janitorial Supplies for Police Dept. & City Hall Building - Police Dept. / DPW	337.82	
Seaboard Welding Supply, Inc.	Welding Supplies & Industrial Gases - January 2013 - DPW	765.98	
Select Trans Equipment Co.	Service Call on Waste Oil Heater at DPW	710.10	
Semcor Equipment & Manufacturing Corp.	Scaffold Rental - 1/25-1/28/13 - DPW	89.00	
Shared Solutions & Services, Inc.	Re-Program Extensions at Building Dept.	181.50	
Sharp Electronics Corp.	Copier Rental - 1/1-1/31/13 - Recreation Dept.	198.05	
Sickles Market	Food for Valentine's Day Party - 2/14/13 - Senior Affairs	157.28	
Siperstein's	Paint for PW #221 - DPW	36.95	
Sirchie Finger Print Laboratories	Casting Material Kit - Police Dept.	289.50	
Skip's Sports	T-Shirts for Youth Soccer Program - Recreation Dept.	1,117.75	
Sports Field Managers Assoc. of NJ	2013 Membership Dues - F. Ravaschiere - DPW	50.00	
Stelair Design Corp.	T-Shirts/Jackets & Sweatshirts - Recreation Dept.	745.00	
T & M Assoc.	Engineering Services Rendered - Troutmans Creek - May & June 2012	4,500.00	
TCTA Membership Services	2013 Membership Dues - Finance Director	100.00	
Technatype	Repair (2) Typewriters - Health Dept.	270.00	
The Central Jersey Club of the NANBPWC, Inc.	Full Page Ad in Journal for 49th Annual Founders' Day Awards Celebration - Mayor's Office	100.00	
Thompson Design Group	Professional Services Rendered - General - July / December 2012	22,720.00	Pymt #5-9
Timothy McGoughron, Esq.	Conflict Judge - July / November 2012	1,200.00	Final Pymt
Trans Experts, LLC.	Rebuild Transmission - PD #20 - DPW	2,000.00	
Troil Enterprises, LLC.	Lubricants - DPW	4,440.92	
Verizon	Utilities - Telephone - February 2013 - Various Locations	11,331.71	
Verizon Communications	Utilities - Telephone - Bills Dated January 2013 - Recreation Dept.	50.74	
Verizon Wireless	Laptop Service - Bill Dated 2/12/13 - Various Depts.	1,000.34	
Verizon Wireless	Cell Phone Service - Bill Dated 2/16/13 - Various Depts.	2,270.04	
Virtual F/X, LLC.	Lettering of Fire Police Utility Truck #25-99-1 & Water Rescue Vehicle #25-87 - Fire Dept.	1,450.00	
W.B. Mason Co.	Office Supplies - Various Depts.	2,302.60	
W.E. Timmerman Co.	Misc. Parts - PW #21 & #91 - DPW	504.04	
W.H. Potter & Son, Inc.	Misc. Parts for Chain Saws - DPW	467.63	
W.W. Grainger, Inc.	Misc. Equipment - DPW	1,308.58	

TOTAL CURRENT

2,669,997.93

Ansell, Grimm & Aaron	Legal Services Rendered - School Project - January 2013	110.00	*
Bullet Lock & Safe Co.	Misc. Keys/Locks - Community Dev.	2,579.00	*
City of Long Branch Clearing Account	Reimburse Clearing Account	110.00	*
City of Long Branch Clearing Account	Reimburse Clearing Account	13,485.13	*

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

D.W. Smith Assoc.
 John Deere Construction Retail Sales
 Marturano Recreation Co.
 Motorola Solutions, Inc.
 T & M Assoc.

Engineering Services Rendered - Construction Management - MCP - January & February 2013
 Wheel Loader - DPW
 Materials for Boardwalk Railings - February 2013
 Pagers & Battery Packs - Fire Dept.
 Engineering Services Rendered - Boardwalk Repair Project - June / September 2012

916.25 Pymt #2
 169,286.90
 189,392.50 Pymt #2
 875.40
 8,524.23 Pymt #4

TOTAL CAPITAL

385,279.41

Auto Parts
 City of Long Branch Clearing Account
 City of Long Branch Clearing Account
 City of Long Branch Payroll Agency Account
 City of Long Branch Payroll Agency Account
 Edwards Tire Co.
 Verizon Wireless

Misc. Automotive Parts - January 2013 - Animal Control
 Reimburse Clearing Account
 Reimburse Clearing Account
 Payroll Dated 3/01/13
 Payroll Dated 3/01/13
 Tires for Animal Control Van #80
 Cell Phone Service - Bill Dated 2/16/13 - Animal Control

* 235.62
 * 118.25
 * 5,683.49
 * 405.56
 * 5,277.93
 * 147.68
 * 118.25

TOTAL DOG

11,986.78

Auto Parts
 City of Long Branch Clearing Account
 City of Long Branch Clearing Account
 City of Long Branch Clearing Account
 City of Long Branch Payroll Agency Account
 City of Long Branch Payroll Agency Account
 Coast Hardware Co.
 Flowers By Van Brunt
 Great America Financial Services
 Home Depot Credit Services
 John's Auto & Truck Repair
 Long Branch Concordance
 Masune First Aid & Safety
 Mr. John
 New Jersey Natural Gas
 Sea Coast Chevrolet, Inc.
 Thor Construction Group, Inc.
 Tuzzio's

Misc. Automotive Parts - January & February 2013 - Community Dev.
 Reimburse Clearing Account
 Reimburse Clearing Account
 Reimburse Clearing Account
 Payroll Dated 3/01/13
 Payroll Dated 3/01/13
 Misc. Supplies - Community Dev.
 Flowers for Martin Luther King Observance Ceremony/Service - Community Dev.
 Copier Lease - March 2013 - Community Dev.
 Air Purifiers - Community Dev.
 Towing - 1/4 & 1/28/13 - Community Dev.
 Full Page Ad in Journal for "Success Starts At Home Event" - Community Dev.
 Emergency Kit - Community Dev.
 Port-A-John - Manahasset Park - 1/1-1/2/13 - Community Dev.
 Utilities - Gas - January & February 2013 - UEZ
 Misc. Parts - CD #34 - Community Dev.
 Improvements to Cherry Street Park - January / February 2013
 Food for Martin Luther King Guild - Community Dev.

* 248.81
 * 626.09
 * 5,396.44
 * 6,199.17
 * 445.87
 * 5,753.30
 * 73.55
 * 223.00
 * 112.62
 * 554.00
 * 80.00
 * 500.00
 * 325.90
 * 23.35
 * 513.47
 * 404.30
 * 64,537.90 Pymt #4
 * 1,500.00

TOTAL HUD

87,517.77

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Ansell, Grimm & Aaron	Legal Services Rendered - Beachfront North II - January 2013	*	66.00
Beyer Dodge	2013 Dodge Charger - Fire Dept.	*	21,957.00
Birdsall Engineering, Inc.	Engineering Services Rendered - May 2011 / December 2012 - Planning / Zoning	*	11,889.67
City of Long Branch Clearing Account	Reimburse Clearing Account	*	56,851.52
City of Long Branch Clearing Account	Reimburse Clearing Account	*	1,552.45
City of Long Branch Clearing Account	Reimburse Clearing Account	*	23,100.80
City of Long Branch Clearing Account	Reimburse Clearing Account	*	20,286.90
City of Long Branch Payroll Agency Account	Unemployment - February 2013	*	1,687.52
City of Long Branch Payroll Agency Account	Payroll Dated 3/01/13	*	234.81
City of Long Branch Payroll Agency Account	Payroll Dated 3/01/13	*	8,408.03
E.M. Waterbury & Assoc.	Engineering Services - May 2010 / January 2013 - Zoning Board	*	4,103.51
Ford Motor Credit Co.	Lease/Purchase Vehicles - Fire Dept. / Police Dept.	*	1,143.80
Katrina Davis-Bowles/J.W.M. Builder & Consultant, LLC.	RCA Housing Rehab Program - 218 Edwards Avenue - Community Dev.	*	8,400.00
Martin J. Arbus, Esq.	Legal Services Rendered - November & December 2012 - Planning Board	*	504.00
Maser Consulting, P.A.	Engineering Services Rendered - November 2012 - Zoning Board	*	426.25
Maser Consulting, P.A.	Inspection Fees - June / December 2012	*	28,636.75
Michael A. Irene Jr. Esq.	Legal Services Rendered - September 2010 / January 2013 - Zoning Board	*	1,064.00
New Jersey Natural Gas	Utilities - Gas - January & February 2013 - UEZ	*	245.06
Samzie's Uniforms	Uniform Badges - Fire Prevention	*	954.00
Thompson Design Group	Professional Services Rendered - Pier Village III - July 2012	*	17,504.00
Thompson Design Group	Professional Services Rendered - Beachfront north II - July / December 2012	*	9,920.00
Verizon	Utilities - Telephone - February 2013 - UEZ	*	479.71

TOTAL TRUST OTHER

219,415.78

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

R# 74-13

RESOLUTION APPOINTING JASON ROEBUCK
AS DIRECTOR OF PUBLIC SAFETY

BE IT RESOLVED by the City Council of the City of Long Branch that the Mayor of the City be and the same hereby is authorized to appoint Jason Roebuck as Director of Public Safety for the City of Long Branch effective immediately and to expire on June 30, 2014.

MOVED: Celli

SECOND: Billings

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

CITY OF LONG BRANCH
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KERRY L. SCHWAB, 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 3-12-13
IN WITNESS WHEREOF, I HAVE HERETO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 12th DAY OF MARCH 2013
Kerry L. Schwab
Municipal Clerk