

City Clerk File No. 0Prd. 08-004

Agenda No. 3.A 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 08-004

TITLE:

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE XI (SCHEDULES) AMENDING SCHEDULE XIV (NO STOPPING OR STANDING), OF THE JERSEY CITY CODE DESIGNATING NO STOPPING OR STANDING ON THE NORTH SIDE OF COLUMBUS DRIVE FROM GROVE STREET TO A POINT 100 FEET EAST

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article XI (Schedules) of the Jersey City Code is hereby supplemented as follows:

Section 332-99

SCHEDULE XIV
NO STOPPING OR STANDING

No person shall stop or stand a vehicle upon any of the streets or parts described.

Name of Street	Sides	Location
<u>Columbus Drive</u>	<u>North</u>	<u>Beginning at Grove Street and extending to a point 100 feet easterly therefrom</u>
	Both	Hudson Street to the eastern terminus

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.

4. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All new material to be inserted is underscored.

JDS:pc1
(01.14.98)

2008009

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____
Director of Traffic & Transportation

APPROVED: _____
Director, Dept. of Public Works

APPROVED: _____
Business Administrator

Certification Required

Not Required

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. Full title of ordinance/ resolution/cooperation agreement:

An Ordinance Supplementing Chapter 332(Vehicles and Traffic)Article XI(Schedules) of the Jersey City Code amending Schedule XIV(No Stopping or Standing) designating no stopping or standing on the north side of Columbus Drive from Grove Street to a point 100 feet east

2. Name and title of person initiating ordinance/resolution, etc.:

Director Joao D'Souza, Division of Traffic and Transportation

3. Concise description of program, project or plan proposed in the ordinance/resolution:

Designate no stopping or standing on the north side of Columbus Drive from Grove Street to a point 100 feet east

4. Reasons (need) for the proposed program, project, etc.:

Fencing has been constructed alongside the curb so the bus stop is no longer reachable

5. Anticipated benefits to the community:

Increased traffic safety and capacity

6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contribution:

Approximately \$150.00 per sign/channel installation

7. Date proposed program, or project will commence:

Pending Adoption by the Jersey City Municipal Council

8. Anticipated completion date:

Twenty Days after Adoption by the Jersey City Municipal Council

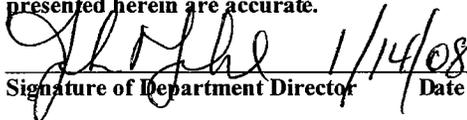
9. Person responsible for coordinating proposed program, project, etc.:

Patricia Logan, Supervising Traffic Investigator, Division of Traffic and Transportation

10. Additional comments:

Ordinance requested by

Based on the information provided to me, to the best of my knowledge, I certify that all the facts presented herein are accurate.


Signature of Department Director Date

City Clerk File No. Ord. 08-005

Agenda No. 3.B 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 08-005

TITLE:

**AN ORDINANCE SUPPLEMENTING CHAPTER 26 (VEHICLES AND TRAFFIC)
SCHEDULE VII (TRAFFIC) ARTICLE X (SCHEDULES) AMENDING SCHEDULE
17 (NO STOPPING OR STANDING) OF THE JERSEY CITY CODE REPEALING
THE NO STOPPING OR STANDING ON THE SOUTH SIDE OF COLUMBUS
DRIVE FROM MARIN BOULEVARD TO A POINT 184 FEET WEST**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 262 (Vehicles and Traffic) Article X (Schedules) of the Jersey City Code is hereby supplemented as follows:

Section 26-95

SCHEDULE 17

NO STOPPING OR STANDING

No person shall stop or stand a vehicle at any time upon any streets or parts there of described

Name of Street	Sides	Location
Columbus Drive	[South	Beginning at the point of intersection of Marin Boulevard and Columbus Drive and extending to a point 184 feet westerly thereof]
	Both	Hudson Street to the eastern terminus

- All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
- This ordinance shall become effective upon the approval of the Department of Transportation. In the event the Department of Transportation of the State of New Jersey rejects either ordinance, then said ordinances shall become void.
- The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: Material to be repealed is in [brackets].

JDS:pc1
(01/14/08)

APPROVED: _____
Director of Traffic & Transportation

2008008

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____
Director, Dept. of Public Works

APPROVED: _____
Business Administrator

Certification Required

Not Required

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. Full title of ordinance/ resolution/cooperation agreement:

An Ordinance Supplementing Chapter 26(Vehicles and Traffic) Schedule VII (Traffic) Article X(Schedules) Schedule 17(No Stopping or Standing) of the Jersey City Code repealing the no stopping or standing on the south side of Columbus Drive from Marin Boulevard to a point 184 feet west

2. Name and title of person initiating ordinance/resolution, etc.:

Director Joao D'Souza, Division of Traffic and Transportation

3. Concise description of program, project or plan proposed in the ordinance/resolution:

Repeal no stopping or standing on the south side of Columbus Drive from Marin Boulevard to a point 184 feet west

4. Reasons (need) for the proposed program, project, etc.:

To accommodate buses rerouted since Newark Avenue from Columbus Drive to Grove Street has been closed

5. Anticipated benefits to the community:

increase traffic safety and capacity

6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contribution:

Approximately \$150.00 per sign/channel installation

7. Date proposed program, or project will commence:

Pending Adoption by the Jersey City Municipal Council

8. Anticipated completion date:

Upon the approval of the Department of Transportation

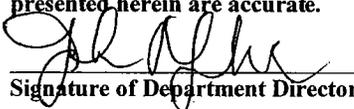
9. Person responsible for coordinating proposed program, project, etc.:

Patricia Logan, Supervising Traffic Investigator, Division of Traffic and Transportation

10. Additional comments:

Ordinance requested by

Based on the information provided to me, to the best of my knowledge, I certify that all the facts presented herein are accurate.

 1/14/08
Signature of Department Director Date

City Clerk File No. Ord. 08-006

Agenda No. 3.C 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 08-006

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) OF THE JERSEY CITY CODE, AMENDING SCHEDULE XVI (PARKING PROHIBITED DURING CERTAIN HOURS, DAILY, EXCEPT SATURDAYS, SUNDAYS AND HOLIDAYS) PROHIBITING 25 FEET OF PARKING MONDAY THROUGH FRIDAY, 7:30 A.M. TO 9:00 A.M. AND 2:30 P.M. TO 5:30 P.M. ON MONTGOMERY STREET, 170 FEET EAST OF BRUNSWICK STREET

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article XI (Schedules) of the Jersey City Code is hereby supplemented as follows:

Section 332-10

SCHEDULE XVI

PARKING PROHIBITED CERTAIN HOURS

No person shall park a vehicle between the hours specified any day (except Saturdays, Sundays and holidays) upon any of the streets or parts of streets described.

Name of Street	Sides	Hours	Location
<u>Montgomery Street</u>	<u>South</u>	<u>7:30 a.m. to 9:00 a.m.</u> <u>2:30 p.m. to 5:30 p.m.</u> <u>Monday thru Friday</u>	<u>From 170 feet east of Brunswick Street to a point 25 feet easterly therefrom.</u>
	South	8:00 a.m. to 6:00 p.m.	Between Greene Street and Hudson Street
	South	4:00 p.m. to 6:00 p.m.	Between Kennedy Boulevard and Tonnel Avenue
	North	7:00 a.m. to 9:00 a.m.	Between Kennedy Boulevard and Tonnel Avenue

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.

4. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All new material to be inserted is underscored.

JDS:pc1
(01.09.08)

APPROVED: _____
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

APPROVED: _____
Director, Dept. of Public Works
APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

2008003

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. Full title of ordinance/ resolution/cooperation agreement:

An ordinance supplementing Chapter 332(Vehicles and Traffic) Article XI (Schedules) of the Jersey City Code amending Schedule XVI (parking prohibited during certain hours, daily except Saturdays, Sundays, and holidays) prohibiting 25 feet of parking Monday through Friday, 7:30 a.m. to 9:00 a.m. and 2:30 p.m. to 5:30 p.m. on Montgomery Street, 170 feet east of Brunswick Street

2. Name and title of person initiating ordinance/resolution, etc.:

Director Joao D'Souza, Division of Traffic & Transportation.

3. Concise description of program, project or plan proposed in the ordinance/resolution:

designate 25 feet as "no parking" Monday through Friday, 7:30 a.m. to 9:00 a.m. and 2:30 p.m. to 5:30 p.m.

4. Reasons (need) for the proposed program, project, etc.:

for a pick up and drop off area at the pre-school (370 Montgomery Street)

5. Anticipated benefits to the community:

increase safety for the children attending the pre-school as well as increase traffic safety

6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contribution:

Approximately \$150.00 per sign/post installation

7. Date proposed program, or project will commence:

Pending adoption by the Jersey City Municipal Council

8. Anticipated completion date:

Twenty days after adoption by The Municipal Council.

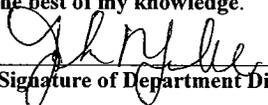
9. Person responsible for coordinating proposed program, project, etc.:

Patricia Logan, Supervising Traffic Investigator, Division of Traffic & Transportation

10. Additional comments:

Legislation proposed at the request of Councilman Fulop on behalf of Linda Dapas, Director of St. Bridget's ECLC, 370 Montgomery Street,

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.


Signature of Department Director

1/10/08
Date

City Clerk File No. Ord. 08-007

Agenda No. 3.0 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 08-007

TITLE:

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING THE NJCU WEST CAMPUS REDEVELOPMENT PLAN

WHEREAS, the Municipal Council, by Resolution #05-049, adopted on January 26, 2005, did declare the West Campus Study Area to be "an area in need of redevelopment;" and

WHEREAS, pursuant to the Local Redevelopment and Housing Law (*NJSA 40A:12A-1 et seq.*), the governing body is empowered to adopt and amend regulations governing development within an area declared in need of redevelopment; and

WHEREAS, the Municipal Council of the City of Jersey City adopted the NJCU West Campus Redevelopment Plan by Ordinance #05-007, adopted February 9, 2005; and

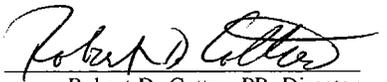
WHEREAS, the Planning Board of Jersey City, at a public hearing held on January 16, 2008, reviewed and discussed proposed amendments to the NJCU West Campus Redevelopment Plan and voted to recommend that those amendments for adoption by the Municipal Council; and

WHEREAS, the proposed amendments to the NJCU West Campus Redevelopment Plan, attached hereto and made a part hereof, are made available for public inspection in the Office of the City Clerk, City Hall, Jersey City, NJ;

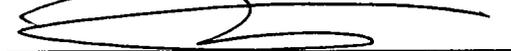
NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the above referenced amendments to the NJCU West Campus Redevelopment Plan be, and hereby are, adopted as recommended by the Jersey City Planning Board.

BE IT FURTHER ORDAINED THAT:

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.


Robert D. Cotter, PP, Director
Division of City Planning

APPROVED AS TO LEGAL FORM


Corporation Counsel

APPROVED:

APPROVED:


Business Administrator

Certification Required

Not Required

Date Submitted to B.A. _____

ORDINANCE FACT SHEET

1. Full Title of Ordinance:

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AMENDING THE NJCU WEST CAMPUS REDEVELOPMENT PLAN

2. Name and Title of Person Initiating the Ordinance, etc.:

Carl Czaplicki, Director, Department of Housing, Economic Development and Commerce

3. Concise Description of the Ordinance:

This ordinance adopts amendments to the NJCU West Campus Redevelopment Plan correcting a minor error in the listing of provided right-of-way width dimensions and also allowing greater flexibility in design of roadway and infrastructure improvements.

4. Reasons for the Proposed Project:

Adoption of these amendments will correct the error and also allow the necessary flexibility to address environmental constraints as they arise, thereby reducing the number of future amendments to the plan, and facilitating redevelopment within the Plan area.

5. Anticipated Benefits to the Community:

Swifter redevelopment of long vacant and underutilized property to the benefit of the surrounding neighborhood suffering from disinvestment.

6. Cost of Proposed Program, Project, etc.: None

7. Date Proposed Program or Project will commence: Upon Adoption

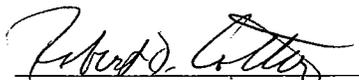
8. Anticipated Completion Date: N/A

9. Person Responsible for Coordinating Proposed Program, Project, etc.:

Robert D. Cotter, Director of City Planning 547-5050
Claire Davis, Supervising Planner, City Planning 547-5010

10. Additional Comments: None

I Certify that all the Facts Presented Herein are Accurate.



Division Director

15 JAN 2008

Date



Department Director Signature

1/15/08

Date

SUMMARY

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING THE NJCU WEST CAMPUS REDEVELOPMENT PLAN

This ordinance adopts amendments to the NJCU West Campus Redevelopment Plan correcting a minor error in the listing of provided right-of-way width dimensions and also allowing greater flexibility in design of roadway and infrastructure improvements.

City Clerk File No. Ord. 08-008

Agenda No. 3.E 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 08-008

**TITLE: ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY
TO ENTER INTO A LEASE AGREEMENT WITH SAINT JOHN'S
BAPTIST CHURCH, A NON- PROFIT ORGANIZATION OF THE
STATE OF NEW JERSEY, FOR THE PURPOSE OF CONDUCTING
AN EDUCATIONAL AND RECREATIONAL PROGRAM PURSUANT
TO N.J.S.A. : 40A: 12-14 (C) AND N.J.S.A. : 40A : 12-15 (J)**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City is the owner of vacant lot known as Block 1963 Lot 12.A 826 Ocean Avenue situated in the City of Jersey City ; and

WHEREAS , Saint John's Baptist Church is a non-profit organization of the State of New Jersey which sponsors an after school program ; and

WHEREAS, it is the intention of Saint John's Baptist Church to use the lot for educational and recreational purposes such as ,volleyball basketball, and similar forms of sports which shall be nonsectarian ; and

WHEREAS, the program is designed to serve children in the community between the ages of three to thirteen ; and

WHEREAS, Saint's John's Baptist Church has submitted a report to the Real Estate Office setting out the use to which the leasehold was put, the activities undertaken in furtherance of the public purpose, the approximate value or cost, of such activities, and an affirmation of its tax exempt status as non-profit corporation pursuant to state and federal law ; and

WHEREAS, the after School Program and Summer Program sponsored by Saint John's Baptist Church approximately forty to fifty children ; and

WHEREAS, the consideration for this agreement shall be One (\$1.00) Dollar per annum and other good and valuable consideration benefitting the public at large ; and

WHEREAS, pursuant to N.J.S.A. 40A: 12-14 (c) and N.J.S.A. 40A: 12-15 (J), the City of Jersey City may lease the property to Saint John's Baptist Church ; and

ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A LEASE AGREEMENT WITH SAINT JOHN'S BAPTIST CHURCH , A NON- PROFIT ORGANIZATION OF THE STATE OF NEW JERSEY, FOR THE PURPOSE OF CONDUCTING AN EDUCATIONAL AND RECREATIONAL PROGRAM PURSUANT TO N.J.S.A. : 40A : 12-14 (C) AND N.J.S.A. : 12-15 (J)

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that :

1. Subject to such modification as may be deemed necessary or appropriate by the Corporation Counsel the Mayor or Business Administrator is authorized to execute a one year lease agreement for the premises known as 826 Ocean Avenue with Saint John's Baptist Church (a copy of which is on file in the City Clerk's office).
2. The term of the lease shall be for (1) year beginning on the date of the executive of the lease and the City reserves the right to terminate the lease as its convenience cause without cause by providing thirty (30) days notice prior to the effective date of termination.
3. The consideration for this lease shall be one dollar (\$1.00) per annum and such other good and valuable consideration benefitting the public at large.
4. The Office of Real Estate shall be responsible for enforcement of all condition of the lease attached hereto.
5. This lease is authorized under the provision of N.J.S.A. 40A: 12-14 (c) and N.J.S.A. 40A: 12-15 (j) which permits a non-profit corporation to use city-owned vacant land for gardening or recreational purpose. If Saint John's Baptist Church lease to use the premises for the purpose described herein, the City shall have the right to terminate the lease by providing fifteen (15) days written notice prior to the effective date of termination.
 - A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
 - B. This ordinance shall be a part of the jersey city Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
 - C. This ordinance shall take effect at the time and in the manner as provided by law.

NOTE: All material is new, therefore, underlining has been omitted. For purposes of advertising only, new matter is indicated by bold face repealed matter by italic.

APPROVED: Ann Marie Miller APPROVED AS TO LEGAL FORM
Ann Marie Miller, Real Estate Manager

APPROVED: _____
Business Administrator Corporation Counsel

Certification Required
Not Required

St. John's Baptist Church

525 Bramhall Avenue
Jersey City, New Jersey 07304

Deacon Willie Sparks, Chairman
201-435-5021

Phone (201) 433-7780
Fax (201) 433-6004

Trustee Robert Weldon, Chairman
908-624-1027

Sis. Priscilla Gaillard, Asst. Church Clerk
201-839-5444

January 9, 2008

*CITY HALL – Real Estate Department
280 Grove Street
Jersey City, NJ 07302*

To whom it May Concern:

The St. John's Baptist Church of 525 Bramhall Avenue, Jersey City, New Jersey 07304 is writing this letter concerning the usage of the lot at 826 Ocean Avenue, Jersey City, New Jersey 07304.

The sole purpose we would like to use the lot for would be a recreation facility for our youth such as: a Basketball Court, Volleyball Court, Racket Ball and other youth activities.

Sincerely,



Deacon Willie Sparks, Chairman of Board of Deacons

LEASE AGREEMENT

THIS LEASE, dated the _____ day of _____ 2008

Between

THE CITY OF JERSEY CITY (CITY)

(Landlord / Lessor ; and

Saint John's Baptist Church (Tenant / Lessee), a non-profit corporation of the State of New Jersey, with offices at 525 Bramhall Avenue, Jersey City, New Jersey .

Landlord leases to the Tenant, for the term and rent specified the premises described , situated at 826 Ocean Avenue in the City of Jersey City, County of Hudson and State of New Jersey a/k/a Block 1963, Lot 12.a on the City tax map.

As used in the Lease, the term Landlord includes the Landlord and any agents of the Landlord.

The term shall be for one (1) year beginning on the date of execution of this lease by the appropriate City officials and terminating one (1) year thereafter.

The annual rent shall be one dollar (\$1.00) and other good and valuable consideration benefitting the public at large. The tenant is a non-profit corporation providing various services to children in the community between the ages of three to thirteen. If the Tenant ceases to provide the services outlined above, the Landlord shall have the right to terminate the agreement in accordance with the provisions set forth in paragraph 1 below.

THE TERMS AND CONDITIONS OF THE LEASE ARE AS FOLLOWS :

Fist- Prior to the execution of the Lease Agreement, Tenant shall submit a report to the Real Estate Manager setting out the use to which the leasehold will be put during the lease term. The report shall include the activities that the Lessee will undertake in furtherance of the public purpose for which the leasehold is granted, the approximate value or cost, if any, of such activities in furtherance of such purpose, and proof of the tax exempt status of a non- profit corporation pursuant to both state and federal laws. If Tenant fails to submit this report or if Tenant stops providing the services for which it was incorporated or if Tenant's charter corporate is terminated or revoked, Landlord shall have the right to terminate the lease upon giving 15 days' written notice to Tenant prior to the effective date of termination.

Additionally, Landlord shall have the right at its convenience to terminate the lease without cause by providing 30 days' written notice to the tenant prior to the effective date of termination.

Second- The tenant shall use the demises premises for educational and recreational purposes, such as, volleyball, basketball and similar forms of sports and not use permit the premises to be used for any other purpose without the prior written consent of the Landlord endorsed hereon .

Third- The tenant shall not sub-let the demised premises nor any portion thereof, nor assign this lease without the prior written consent of the Landlord endorsed hereon.

Fourth- The Tenant has examined the premises and accepts them in their present condition (except as otherwise expressly provided herein) and without any representation made by the Landlord or its agents as to the present or future condition of the premises. The Tenant shall keep the premises in good condition, and shall redecorate, paint and renovate the premises as may be necessary to keep them in repair and appearance. The Tenant shall surrender the premises and the end of the term in as good condition as reasonable use will permit. The Tenant shall not make any alterations, additions, or improvements to premises without the prior written consent of the Landlord. All additions and improvements, whether temporary permanent, which may be made upon the premises either by the Landlord or the Tenant, except furniture or movable trade fixtures installed at the expense of the Tenant, shall be the property of the Landlord and shall remain upon the premises at the termination of this Lease, without compensation to the Tenant, excepting if the Landlord does not desire to accept any improvements made by the Tenant on the premises excepting if any surface pavement installed by the Tenant, then the Tenant shall, at its own cost and expense, restore leased premises to the conditions existing immediately prior to the commencement of the Lessee's use of the premises keep the premises and all parts thereof in a clean and sanitary condition and free from trash, inflammable material and other objectional matter. Tenant shall at its sole cost and expense, maintain and keep in good repair and safe order and condition, the entire demises premises; including sidewalks, tenant shall during the term of the lease keep the premises and the sidewalks in front, free of ice, snow and debris.

Fifth- If a mechanics' lien is filed against the premises as a result of alterations, additions or improvements made by the Tenant, the Landlord, at its option, after thirty days' notice to the Tenant, may terminate this lease and pay the lien, without inquiring as to its validity ; and the Tenant shall forthwith reimburse the Landlord the total expense incurred by the Landlord in discharging the lien.

Sixth- Utilities and services furnished to the demised premises for the benefit of the Tenant shall be provided and paid for as follows: water by the Tenant; gas by the Tenant; electricity by the Tenant; heat by the Tenant; refrigeration by the Tenant, and hot water by the Tenant. The Landlord shall not be liable for any interruption or delay in any of the above services for any reason.

Seventh- The Landlord may enter the premises at reasonable hours of the day or night to examine the same, or to run telephone or other wires, or to make such repairs, additions or alterations as necessary for the safety, preservation or restoration of the improvements, or for the safety or convenience of the occupants or users thereof (there being no obligation, however, on the part of the Landlord to make any repairs, additions or alterations), or to exhibit the same to prospective purchasers and place a suitable " For Sale" sign. For three months before the expiration of the term, the Landlord may exhibit the premises to prospective tenants, and may place the usual " To Let" signs thereon.

Eighth- In the event of the destruction of the demised premises or the building containing the premises during the term or previous thereto, or such partial destruction as to render the premises unfit for occupancy, or should the demised premises be so badly damaged that the same cannot be repaired within ninety days of such damage, the term shall, at the option of the Landlord, cease and become null and void from the date of such damage or destruction; and the Tenant shall immediately surrender said premises and all the Tenant's interest therein to the Landlord, and shall pay rent only to the time of such surrender. The Landlord may re-enter and re-possess the premises discharged from this lease and may remove all parties. Should the demised premises be rendered untenable and unfit for occupancy, but yet be repairable within ninety days from damage, the Landlord may enter and repair the same with reasonable speed, the rent shall not accrue after damage or during repairs, but shall commence immediately after repairs shall be completed. But if the premises shall be so slightly damaged as not to be rendered untenable and unfit for occupancy, the Landlord shall repair them with reasonable promptness in the case the rent accrued and accruing shall not cease. The Tenant shall immediately notify the Landlord in case of fire or other damage to the premises.

Ninth- The Tenant shall comply with all laws, ordinances, regulations of the Federal, State, County and Municipal authorities applicable to the business conducted by the Tenant in the demised premises. The Tenant shall not do or permit anything to be done in the premises, or keep anything, therein which will increase the rate of fire insurance premiums on the improvement or any part thereof, or on property kept therein, or which will interfere with the rights of other tenants, or conflict with the regulations of the Fire Department or with any insurance policy upon said improvements or any part thereof. In the event of any increase in insurance premiums resulting from the Tenant's occupancy of the premises, or from any act or omission on the part of the Tenant, the Tenant agrees to pay said increase in insurance premiums on the improvement or contents thereof as additional rent.

Tenth- No sign, advertisement or notice shall be affixed to or placed upon any part of the demised premises by the Tenant, except in such manner, and of such size, design and color as shall be approved in advance in writing by the Landlord.

Eleventh- The Tenant shall observe the rules applicable to the demised premises, affixed to this lease, if any, as well as any other reasonable rules which shall be made by the Landlord. The Landlord may rescind any presently existing rules applicable to the demised premises, and make other and reasonable rules as, in its judgement, may be desirable for the safety, care and

cleanliness of the premises, and for the preservation of good order, when so made and given to the Tenant, which rules, shall have the same effect as if originally made a part of this lease. Such rules shall not, however, be inconsistent with the Tenants rightful enjoyment of the demised premises.

Twelfth- If the Tenant violates any covenant or conditions of this lease, or of the rules established by the Landlord, and upon failure to discontinue such violation within ten days after notice to the Tenant, this lease shall, at the option of the Landlord, become void, and the Landlord may re-enter without further notice or demand. The rent in such case shall become due, be apportioned and paid up to day of such re-entry, and the Tenant shall be liable for all loss or damage resulting from such violation as aforesaid. No waiver by the Landlord of any violation or breach of condition by the Tenant shall be construed as a waiver of any other violation or breach of condition, nor shall lapse of time after breach of condition by the Tenant before the Landlord shall exercise its option under this paragraph operate to defeat the right of the Landlord to declare this lease void and to re-enter the premises after the breach or violation.

Thirteenth- All notices and demands, incidental to this lease, or the occupation of the demised premises, shall be in writing. If the Landlord desires to serve upon the Tenant any notice or demand, it shall be sufficient to send a copy by registered mail or delivered to the Tenant at 525 Bramhall Avenue, Jersey City, New Jersey 07304. Notices from the Tenant to the Landlord shall be sent by registered mail or delivered to the City of Jersey City Office Real Estate located at City Hall, 280 Grove Street, Jersey City, New Jersey 07302. All notices should be addressed to the attention of the Jersey City Real Estate Manager.

Fourteenth- If the Tenant shall remain in the premises after the expiration of the term of this lease without having executed a new written lease with the landlord, such holding over shall not constitute a renewal or extension of this lease. The Landlord may treat the Tenant as one who has not removed at the end of this term, and thereupon be entitled to all remedies against the Tenant provided by law in that situation, or the Landlord may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this lease, except as to duration thereof.

Fifteenth- If the property or any part thereof wherein the demised premises are located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this lease, at the option of the Landlord, shall forthwith terminate and the Tenants shall have no claim or interest in or to any award of damages for such taking.

Sixteenth- No rights are to be conferred upon the Tenant until this lease has been signed by the Landlord, and an executed copy of the lease has been delivered to the Tenant.

Seventeenth- The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies the Landlord would otherwise have by law.

Eighteenth- All of the terms, and conditions of this lease shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the

parties. However, in the event of the death of the Tenant, if an individual, the Landlord may, at its option, terminate this lease by notifying the executor or administrator of the Tenant at the demised premises.

Nineteenth- This instrument may not be changed orally.

Twentieth- Lessee shall indemnify and hold the Landlord and its officers, agents and employees harmless from any and all claims or personal injury, and property damage arising out of the Lessee's occupancy and use of the leased premises. Lessee shall defend any suit against the Landlord, and its officers, agents and employees from any claims for damage and accident resulting in such bodily injury or property damage, even if the claims are groundless, false or fraudulent.

Twenty-First- The Lessee shall provide insurance coverage to the Landlord indemnifying the Landlord from any liability in connection with the Lessee's use of the premises. The Landlord shall be named as an insured and the amount of the insurance shall be determined by the City of Jersey City Risk Manager.

Twenty-Second- The Landlord may cancel this lease during the term of this lease if Lessee is in default of any covenants or conditions hereunder.

Twenty-Third- Routine maintenance of the building and premises shall be the responsibility of Tenant. This included but is not limited to floors and windows. Tenant shall at its sole cost and expense, maintain and keep in good repair and safe order and condition; the entire demised premises; including sidewalks. Tenant shall during the term of the lease keep the premises and the sidewalks in front free of ice, snow and debris.

Twenty-Fourth- This lease contains the entire contract between the parties. No representative, agent, or employee of the Landlord has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof shall be binding unless reduced to writing and signed by the Landlord and Tenant.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their respective officers, thereunto duly authorized, all as the day and year first above mentioned.

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
CITY CLERK

BRIAN O'REILLY
BUSINESS ADMINISTRATOR

WITNESS :

Saint John's Baptist Church

BY: _____
DEACON OLIVER KING

City Clerk File No. Ord. 08-009

Agenda No. 3.F 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 08-009

TITLE: ORDINANCE AMENDING LONG TERM TAX ABATEMENT AND FINANCIAL AGREEMENT FOR MONACO NORTH URBAN RENEWAL, LLC, TO 1) RECONFIGURE THE BUILDING TO DECREASE THE NUMBER OF RESIDENTIAL UNITS AND INCREASE THE COMMERCIAL SPACE; 2) DECREASE THE PERCENTAGE OF THE SERVICE CHARGE TO 12%; AND 3) REDUCE THE TERM BY 5 YEARS

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, Monaco North Urban Renewal, LLC, is an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. [Entity]; and

WHEREAS, the Entity owns certain property known as Block 15, Lot 26, Condo Unit C-0004, on the City's Official Tax map, and more commonly known by the street address of 475 Washington Boulevard, Jersey City, and more specifically described by metes and bounds, in the application [Property]; and

WHEREAS, the Property is located within the Hudson Exchange Redevelopment Plan Area as required by N.J.S.A. 40A:20-4 and N.J.S.A. 40A:12A-5(g).; and

WHEREAS, on November 21, 2006, by the adoption of Ordinance 06-141, the applicant was granted a 20-year long term tax exemption; and

WHEREAS, on or about December 21, 2006, a Financial Agreement was executed between the City of Jersey City [City] and Monaco North Urban Renewal, LLC, [Entity] for a 47 story building, to contain approximately 264 market rate residential rental units, approximately 6,105 square feet of commercial space and parking, for the use of the residents only, for approximately 203 cars [Original Project]; and

WHEREAS, on about August 28, 2007, the Jersey City Planning Board approved an amendment to its site plan to reduce the number of residential units and parking spaces, increase the commercial square footage and change the proposed project so that it would contain approximately 243 residential rental units, approximately 11,457 square feet of commercial space and parking, which is a limited common element, for the use of the residents only for approximately 187 cars; and

WHEREAS, Monaco North Urban Renewal, LLC, now applied to amend its tax abatement to:

1. reduce the term of the tax exemption from 20 years to 15 years; and
2. reduce the Annual Service Charge from 14% to 12% of Annual Gross Revenue, which sum is \$1,059,146, subject to statutory staged increases over the term of the tax exemption; and

3. reduce the contribution to the City's Affordable Housing Trust Fund from \$405,157 to \$381,685; and
4. execute a Project Labor Agreement pursuant to Ordinance 07-123.

WHEREAS, the City hereby determines that the relative benefits of the project outweigh the cost of the tax exemption, for the following reasons:

1. the current real estate taxes generate revenue of only \$70,628, whereas, the Annual Service Charge as estimated, will generate revenue of more than \$1,059,146, to the City and an additional sum of approximately \$53,125 to Hudson County;
2. it is expected that the Project will create approximately 200 jobs during construction and 7 new permanent jobs;
3. the Project will stabilize and contribute to the economic growth of businesses in the surrounding area;
4. the Project will further the overall redevelopment objectives of the Hudson Exchange Redevelopment Plan Area;
5. the City's impact analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

WHEREAS, the City hereby determines that the tax exemption is important in obtaining development of the project and influencing the locational decisions of probable occupants for the following reasons:

1. the relative stability and predictability of the Annual Service Charges will make the Project more attractive to investors needed to finance the Project;
2. the relative stability and predictability of the Annual Service Charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract purchasers to the Project and insure the likelihood of the success of the Project; and

WHEREAS, Monaco North Urban Renewal, LLC, has initially complied with Executive Order 2002-005 concerning "Disclosure of Lobbyist Representative Status" by filing an appropriate letter in the Office of the City Clerk; and

WHEREAS, the amendment will not increase the term or build out period and will not reduce the amount of the Prepayment already paid.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

A. The application of Monaco North Urban Renewal, LLC, an urban renewal company, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 *et seq.* a copy of which is on file in the office of the City Clerk, to amend the Financial Agreement to reduce the number of residential units and parking spaces, increase the commercial square footage and amend the proposed development to approximately 243 residential rental units with one unit consisting of approximately 11,457 square feet of commercial space and parking, which is a limited common element, for the use of the residents only for approximately 187 cars, is hereby approved.

B. The Mayor or Business Administrator is hereby authorized to execute a tax exemption Financial Agreement and a Project Employment and Contracting Agreement. The Financial Agreement shall include at a minimum the following terms and conditions:

1. Term: the earlier of 20 years from the adoption of Ordinance 06-141 or 15 years from the date the project is Substantially Complete;
 2. Annual Service Charge: each year the greater of:
 - (a) the Minimum Annual Service Charge equal to \$1,059,146 upon Project Completion, whether or not the Project is occupied; or
 - (b) 12% of Annual Gross Revenue, which sum is \$1,059,146, for 15 years; and which shall be subject to statutory staged increases over the term of the tax exemption.
 3. Administrative Fee: 2% of the prior year's Annual Service Charge;
 4. County Payment: an additional 5% of the Annual Service Charge for remittance by the City to Hudson County;
 5. Affordable Housing Trust Fund: \$1,500 per unit or \$364,000, \$1.50 x 11,457 square feet or \$17,185, for a total of \$381,685;
 6. Project: 47 story building consisting of approximately 243 market rate residential rental units and 11,457 square feet of commercial space and parking for the use of the residents only for approximately 187 cars;
 7. An obligation to execute a Project Employment and Contracting Agreement to insure employment and other economic benefits to City residents and businesses.
 8. An obligation to execute a Project Labor Agreement as required by Ordinance 07-123.
- C. The City Clerk shall deliver a certified copy of the Ordinance and Financial Agreement to the Tax Assessor and Director of the Division of Local Government Services.
- D. The application is on file with the office of the City Clerk. The Financial Agreement and Project Employment and Contracting Agreement shall be in substantially the form on file in the Office of the City Clerk, subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary.
- E. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- F. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- G. This ordinance shall take effect at the time and in the manner provided by law.
- H. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore underlining has been omitted. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JM/he
1/17/08

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required
Not Required

City Clerk File No. Ord. 08-010

Agenda No. 3.G 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 08-010

TITLE: ORDINANCE AMENDING LONG TERM TAX ABATEMENT AND FINANCIAL AGREEMENT FOR MONACO SOUTH URBAN RENEWAL, LLC, TO 1) RECONFIGURE THE BUILDING TO INCREASE THE NUMBER OF RESIDENTIAL UNITS AND PARKING SPACES; 2) DECREASE THE PERCENTAGE OF THE SERVICE CHARGE TO 12%; AND 3) REDUCE THE TERM BY 5 YEARS

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, Monaco South Urban Renewal, LLC, is an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. [Entity]; and

WHEREAS, the Entity owns certain property known as Block 15, Lot 26, Condo Unit C-0003, on the City's Official Tax map, and more commonly known by the street address of 465 Washington Boulevard, Jersey City, and more specifically described by metes and bounds, in the application [Property]; and

WHEREAS, the Property is located within the Hudson Exchange Redevelopment Plan Area as required by N.J.S.A. 40A:20-4 and N.J.S.A. 40A:12A-5(g).; and

WHEREAS, on November 21, 2006, by the adoption of Ordinance 06-142, the applicant was granted a 20-year long term tax exemption; and

WHEREAS, on or about December 21, 2006, a Financial Agreement was executed between the City of Jersey City [City] and Monaco South Urban Renewal, LLC, [Entity] for a 47 story building, to contain approximately 277 market rate residential rental units and parking for the use of the residents only for approximately 213 cars [Original Project]; and

WHEREAS, on about August 28, 2007, the Jersey City Planning Board approved an amendment to its site plan to increase the number of residential units and parking spaces and change the proposed project so that it would contain approximately 281 residential rental units and parking, which is a limited common element, for the use of the residents only for approximately 223 cars; and

WHEREAS, Monaco South Urban Renewal, LLC, now applied to amend its tax abatement to:

1. reduce the term of the tax exemption from 20 years to 15 years; and
2. reduce the Annual Service Charge from 14% to 12% of Annual Gross Revenue, which sum is \$1,121,890, subject to statutory staged increases over the term of the tax exemption; and

3. increase the contribution to the City's Affordable Housing Trust Fund from \$415,500 to \$421,500; and
4. execute a Project Labor Agreement pursuant to Ordinance 07-123.

WHEREAS, the City hereby determines that the relative benefits of the project outweigh the cost of the tax exemption, for the following reasons:

1. the current real estate taxes generate revenue of only \$70,628, whereas, the Annual Service Charge as estimated, will generate revenue of more than \$1,121,890, to the City and an additional sum of approximately \$52,817 to Hudson County;
2. it is expected that the Project will create approximately 200 jobs during construction and 7 new permanent jobs;
3. the Project will stabilize and contribute to the economic growth of businesses in the surrounding area;
4. the Project will further the overall redevelopment objectives of the Hudson Exchange Redevelopment Plan Area;
5. the City's impact analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

WHEREAS, the City hereby determines that the tax exemption is important in obtaining development of the project and influencing the locational decisions of probable occupants for the following reasons:

1. the relative stability and predictability of the Annual Service Charges will make the Project more attractive to investors needed to finance the Project;
2. the relative stability and predictability of the Annual Service Charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract purchasers to the Project and insure the likelihood of the success of the Project; and

WHEREAS, Monaco South Urban Renewal, LLC, has initially complied with Executive Order 2002-005 concerning "Disclosure of Lobbyist Representative Status" by filing an appropriate letter in the Office of the City Clerk; and

WHEREAS, the amendment will not increase the term or build out period and will not reduce the amount of the Prepayment already paid.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

A. The application of Monaco South Urban Renewal, LLC, an urban renewal company, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. a copy of which is on file in the office of the City Clerk, to amend the Financial Agreement to increase the number of residential units and parking spaces and amending the proposed development to approximately 281 residential rental units and parking, which is a limited common element, for the use of the residents only for approximately 223 cars, is hereby approved.

B. The Mayor or Business Administrator is hereby authorized to execute a tax exemption Financial Agreement and a Project Employment and Contracting Agreement. The Financial Agreement shall include at a minimum the following terms and conditions:

1. Term: the earlier of 20 years from the adoption of Ordinance 06-142 or 15 years from the date the project is Substantially Complete;
2. Annual Service Charge: each year the greater of:
 - (a) the Minimum Annual Service Charge equal to \$1,121,890 upon Project Completion, whether or not the Project is occupied; or
 - (b) 12% of Annual Gross Revenue, which sum is estimated to be \$1,121,890, for 15 years; and which shall be subject to statutory staged increases over the term of the tax exemption.
3. Administrative Fee: 2% of the prior year's Annual Service Charge;
4. County Payment: an additional 5% of the Annual Service Charge for remittance by the City to Hudson County;
5. Affordable Housing Trust Fund: \$1,500 per unit x 281 units or \$421,500;
6. Project: 47 story building consisting of approximately 281 market rate residential rental units and parking for the use of the residents only for approximately 223 cars;
7. An obligation to execute a Project Employment and Contracting Agreement to insure employment and other economic benefits to City residents and businesses.
8. An obligation to execute a Project Labor Agreement as required by Ordinance 07-123.

C. The City Clerk shall deliver a certified copy of the Ordinance and Financial Agreement to the Tax Assessor and Director of the Division of Local Government Services.

D. The application is on file with the office of the City Clerk. The Financial Agreement and Project Employment and Contracting Agreement shall be in substantially the form on file in the Office of the City Clerk, subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary.

E. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

F. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

G. This ordinance shall take effect at the time and in the manner provided by law.

H. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore underlining has been omitted. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JM/he
1/17/08

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required
Not Required

City Clerk File No. Ord. 09-011

Agenda No. 3.H 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 08-011

TITLE: ORDINANCE APPROVING A 20 YEAR TAX EXEMPTION FOR A MARKET RATE RESIDENTIAL CONDOMINIUM PROJECT TO BE CONSTRUCTED BY THE WARREN @ YORK URBAN RENEWAL, LLC

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, The Warren @ York Urban Renewal, LLC, is an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. (Entity); and

WHEREAS, the Entity owns certain property known as Block 102, Lots T, V.1, V.2, 72 and 73, to be known as Lot 76 on the City's Official Tax map, and more commonly known by the street address of 254-258 Warren Street and 120-124 York Street, and more specifically described by metes and bounds, in the application [Property]; and

WHEREAS, the Property is located within a Jersey City Urban Enterprise Zone as required by N.J.S.A. 40A:20-4 and N.J.S.A. 40A:12A-5(g).; and

WHEREAS, the Entity has applied for a 20 year long term tax exemption to construct one (1) building that will be twelve (12) stories in height, to contain approximately fifty (50) market rate condominium residential units with one commercial unit consisting of approximately 1,400 square feet of ground floor retail space and fifty (50) on site parking spaces; and

WHEREAS, The Warren @ York Urban Renewal, LLC, has agreed to:

1. pay the greater of (i) the Minimum Annual Service Charge or (ii) 16% of Annual Gross Revenue, which sum is estimated to be \$460,458 and which shall be subject to statutory staged increases over the term of the tax exemption; and
2. pay an annual sum equal to 2% of each prior year's Annual Service Charge as an Administrative Fee; and
3. provide employment and other economic opportunities for City residents and businesses;
4. pay to City for remittance to Hudson County, a sum equal to 5% of the Annual Service Charge upon receipt;
5. pay the sum of \$77,100 to the City's Affordable Housing Trust Fund; and

WHEREAS, the City hereby determines that the relative benefits of the project outweigh the cost of the tax exemption, for the following reasons:

1. the current real estate taxes generate revenue of only \$14,561, whereas, the Annual Service Charge as estimated, will generate revenue of more than \$460,458 to the City and an additional sum of approximately \$20,145 to Hudson County;
2. it is expected that the Project will create approximately 80 jobs during construction and 3 new permanent jobs;
3. the Project will stabilize and contribute to the economic growth of businesses in the surrounding area;
4. the Project will further the overall redevelopment objectives of the Jersey City Urban Enterprise Zone;
5. the City's impact analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

WHEREAS, the City hereby determines that the tax exemption is important in obtaining development of the project and influencing the locational decisions of probable occupants for the following reasons:

1. the relative stability and predictability of the Annual Service Charges will make the Project more attractive to investors needed to finance the Project;
2. the relative stability and predictability of the Annual Service Charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract purchasers to the Project and insure the likelihood of the success of the Project; and

WHEREAS, The Warren @ York Urban Renewal, LLC, has initially complied with Executive Order 2002-005 concerning "Disclosure of Lobbyist Representative Status" by filing an appropriate letter in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

A. The application of The Warren @ York Urban Renewal, LLC, an urban renewal company, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. a copy of which is on file in the office of the City Clerk, for Block 102, Lots T, V.1, V.2, 72 and 73, to be known as Lot 76 more commonly known by the street address of 254-258 Warren Street and 120-124 York Street, more specifically described by metes and bounds in the application is hereby approved.

B. The Mayor or Business Administrator is hereby authorized to execute a tax exemption Financial Agreement and a Project Employment and Contracting Agreement. The Financial Agreement shall include at a minimum the following terms and conditions:

1. Term: the earlier of 25 years from the adoption of the within Ordinance or 20 years from the date the project is Substantially Complete;
2. Annual Service Charge: each year the greater of:
 - (a) the Minimum Annual Service Charge equal to \$14,561 upon Project Completion, whether or not the Project is occupied; or
 - (b) 16% of Annual Gross Revenue, estimated at \$460,458, which shall be subject to statutory increases during the term of the tax exemption.
3. Administrative Fee: 2% of the prior year's Annual Service Charge;

- 4. County Payment: an additional 5% of the Annual Service Charge for remittance by the City to Hudson County;
- 5. Affordable Housing Trust Fund: \$1,500 per unit x 50 units or \$75,000 and \$1.50 x 1,400 square feet or \$2,100 for a total of \$77,100;
- 6. Project: a twelve (12) story building consisting of approximately fifty (50) market rate residential condominium units with one commercial unit of approximately 1,400 square feet of ground floor retail space and fifty (50) on site parking spaces;
- 7. An obligation to execute a Project Employment and Contracting Agreement to insure employment and other economic benefits to City residents and businesses;

C. The City Clerk shall deliver a certified copy of the Ordinance and Financial Agreement to the Tax Assessor and Director of the Division of Local Government Services.

D. The application is on file with the office of the City Clerk. The Financial Agreement and Project Employment and Contracting Agreement shall be in substantially the form on file in the Office of the City Clerk, subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary.

E. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

F. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

G. This ordinance shall take effect at the time and in the manner provided by law.

H. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore underlining has been omitted. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JM/he
1/015/08

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required
Not Required