

City Clerk File No. Ord. 08-149

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 08-149

TITLE:

**ORDINANCE AUTHORIZING THE RENEWAL OF A LEASE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AS LESSEE AND 18 ASH STREET REALTY, LLC., AS LESSOR, FOR FIRE AND EMERGENCY STORAGE SPACE IN THE PREMISES LOCATED AT LOCATED AT 46 STATE STREET, JERSEY CITY, NEW JERSEY**

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

**WHEREAS**, the City of Jersey City ("City") has and continues to have need of storage space for equipment used by the City's Fire and Emergency Services; and

**WHEREAS**, 18 Ash Street Realty, LLC, as lessor, entered into a one-year lease (the "Lease") with the City, as lessee, for 6,000 square feet of storage space at 46 State Street, Jersey City, New Jersey (the "Premises") under the authority of Ordinance 06-033, another one-year renewal lease (the "First Renewal Lease") under the authority of Ordinance 07-051, and a second one-year renewal lease (the "Second Renewal Lease"), under the authority of Ordinance 07-181; and

**WHEREAS**, the Second Renewal Lease ends on December 31, 2009, but, at paragraph 2, permits the City to exercise an option for a third renewal of the Lease for the time period between January 1, 2009 and December 31, 2009 (the "Third Renewal Lease") under the same terms, provisions, covenants and conditions as set forth in the Second Renewal Lease; and

**WHEREAS**, the City will, therefore, pay to the lessor the same rent as it paid the lessor under the Second Renewal Lease i.e. the monthly base rent of \$4,190.00, which is \$50,280.00, annually; and

**WHEREAS**, N.J.S.A. 40A:12-5 provides that a municipality may by ordinance, acquire property by lease; and

**WHEREAS**, funds in the amount of \$12,570.00 are available in Account No. 17-289-56-000-002.

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

1. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached Lease Agreement with 18 Ash St, LLC for storage space for equipment used by the City's Fire and Emergency Services located at 46 State Street, Jersey City, New Jersey.
2. The term of the Lease shall be one (1) year commencing on January 1, 2009 and ending on December 31, 2009.
4. The total rental fee shall not exceed \$50,280.00 and shall be payable in 12 equal installments of \$4,190.00, payable on the first day of each month.

**ORDINANCE AUTHORIZING THE RENEWAL OF A LEASE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AS LESSEE AND 18 ASH STREET REALTY, LLC., AS LESSOR, FOR FIRE AND EMERGENCY STORAGE SPACE IN THE PREMISES LOCATED AT LOCATED AT 46 STATE STREET, JERSEY CITY, NEW JERSEY**

- 5. Funds in the amount of \$12,570.00 are available in Account No. 01-201-31-432-304, and the balance of the lease funds shall be made available in the 2009 fiscal year permanent budget and in the 2010 fiscal year budget.
  - 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.
  - D. The City Clerk and the 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*.

I, \_\_\_\_\_ Donna Mauer, Chief Financial Officer, certify that funds in the amount of \$50,280.00 are available in Account No. 17-289-56-000-002.

JD/cw  
10/14/08

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_

APPROVED: B. O'Keefe  
Business Administrator

Certification Required   
Not Required

# CITY OF JERSEY CITY

<b>Requisition #</b>
<b>0141037</b>

<b>Assigned PO #</b>

Vendor

## Requisition

Dept. Bill To  
 FIRE HEADQUARTERS  
 465 MARIN BLVD.  
 JERSEY CITY NJ 07302

Dept. Ship To  
 465 MARIN BLVD.  
 JERSEY CITY NJ 07302

## Contact Info

ROBERT  
 0000004264

Quantity	UOM	Description	Account	Unit Price	Total
1.00	1	LEASE	17-289-56-000-002	50,280.00	50,280.00
1 YEAR LEASE FOR WAREHOUSE PROPERTY AT 44-46 STATE ST. JERSEY CITY, NJ					

Requisition Total 50,280.00

Req. Date: 07/01/2008

Requested By: ROBERT

Buyer Id:

Approved By: \_\_\_\_\_

### This Is Not A Purchase Order

### **THIRD RENEWAL LEASE**

**WHEREAS**, on January 1, 2006, the City of Jersey City, 280 Grove St., Jersey City, New Jersey 07302, as Lessee (the "City"), and 18 Ash Street Realty, LLC, having an office at 18 Ash Street, Jersey City, New Jersey 07304, as Lessor, entered into an Agreement of Lease (the "Lease Agreement") wherein the City rented 1,000 sq. ft. of space located at 46 State Street, Jersey City, New Jersey (the "Premises"), for the term of one-year at the base rent of \$45,600.00 (the "Base Rent"), the Lease Agreement being a "net lease" with taxes and other costs paid directly by the City; and

**WHEREAS**, the Premises have been used for storage space for the City's Fire and Emergency Services;

**WHEREAS**, the Lease Agreement was authorized by City Council Ordinance 06-033; and

**WHEREAS**, the Lease Agreement was twice thereafter renewed (the "Renewal Lease" and the "Second Renewal Lease"), approved by the City Council as Ordinance 07-051 and Ordinance 07-181, respectively; and

**WHEREAS**, the Second Renewal Lease provided for an option for a third renewal lease under the same terms, provisions, covenants, and conditions as that set forth in the Second Renewal Lease with no increase in rent so long as the rent was current; and

**WHEREAS**, the City has determined that it is in its best interests to again renew the Lease Agreement on the terms and provisions heretofore approved by City Ordinances as set forth above.

**NOW, THEREFORE**, in consideration of the Premises, the rent payable hereunder, and other good and valuable consideration, the parties hereto agree as follows:

1. Commencing on January 1, 2009, the base rent payable to the landlord shall be \$50,280.00 per annum (the "Rent"), payable in twelve (12) equal monthly installments of \$4,190.00, with all

other costs, including utilities and taxes paid by the lessee to the persons or entities to whom they are due.

2. The lessor agrees to give the lessor a "Fourth Renewal Lease" for the next ensuing year, January 1, 2010 through December 31, 2010 with a five percent (5%) increase in the Rent for the calendar year 2010, which shall be \$52,800.00, payable in twelve (12) equal monthly installments of \$4,400.00.

3. All other terms, provisions, covenants, and conditions contained in the original Lease Agreement dated January 1, 2006 will remain in full force and effect.

TENANT:  
CITY OF JERSEY CITY

By: \_\_\_\_\_  
Mayor or Business Administrator

LANDLORD:  
18 ASH STREET REALTY, LLC

By: \_\_\_\_\_  
Peter Gargiulo, Managing Member

ATTEST:

\_\_\_\_\_  
Robert Byrne, City Clerk

ATTEST:

\_\_\_\_\_

City Clerk File No. Ord. 08-150

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 08-150

TITLE:

**ORDINANCE AUTHORIZING THE RENEWAL OF A LEASE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AS LESSEE AND 255-261 KEARNEY AVENUE, LLC AS LESSOR FOR FIRE HOUSE/GARAGE SPACE LOCATED AT 255-261 KEARNEY AVENUE, JERSEY CITY FOR THE JERSEY CITY FIRE DEPARTMENT**

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

**WHEREAS**, the City of Jersey City ("City") needed fire house/garage space for the Department of Fire and Emergency Services; and

**WHEREAS**, Ordinance 07-169 approved on October 24, 2007 authorized a one (1) year lease commencing on December 1, 2007 and ending on November 30, 2008 with 255-261 Kearney Avenue, LLC for 9,840 square feet of fire house/garage space at 255-261 Kearney Avenue, Jersey City; and

**WHEREAS**, the lease agreement provided the City with the option to renew the lease for one (1) additional year for the same rent as the base year which is 9,840 square feet of space at \$10.00 per square foot for a monthly base rent of \$8,200.00 or \$98,400.00 annually; and

**WHEREAS**, the City will continue to pay for the electric, gas and property taxes; and

**WHEREAS**, N.J.S.A. 40A:12-5 provides that a municipality may by ordinance, acquire property by lease; and

**WHEREAS**, funds in the amount of \$24,600.00 are available in Account No. 01-201-31-432-304; and

**WHEREAS**, the balance of the funds for the lease will be appropriated in the 2009 fiscal year permanent budget and in the 2010 fiscal year budget.

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

1. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached Lease Agreement with 225-261 Kearney Avenue, LLC for fire house/garage space at 255-261 Kearney Avenue, Jersey City.
2. The term of the Lease shall be one (1) year commencing on December 1, 2008 and ending on November 30, 2009.
4. The total rental fee shall not exceed \$98,400.00 and shall be payable in 12 equal installments of \$8,200.00 payable on the first day of each month.
5. Funds in the amount of \$24,600.00 are available in Account No. 01-201-31-432-304, and the balance of the lease funds shall be made available in the 2009 fiscal year permanent budget and in the 2010 fiscal year budget.

- 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.
- D. The City Clerk and the 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*.

I, \_\_\_\_\_ Donna Mauer, Chief Financial Officer, certify that funds in the amount of \$24,600.00 are available in Account No. 01-201-31-432-304.

RR/cw  
10/10/08

APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator Corporation Counsel

Certification Required

Not Required

# CITY OF JERSEY CITY

Requisition #

0142556

Assigned PO #

## Requisition

**Vendor**  
255-261 KEARNEY AVE LLC  
506 PALISADE AVENUE  
PO BOX 17364  
JERSEY CITY NJ 07307  
TW556140

**Dept. Bill To**  
REAL ESTATE  
280 GROVE STREET  
JERSEY CITY NJ 07302

**Dept. Ship To**  
280 GROVE STREET  
JERSEY CITY NJ 07302

**Contact Info**  
PEGGY RAUSCH X5234  
0000000000

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	SEE ATTACHED	01-201-31-432-304	24,600.00	24,600.00

THIS PURCHASE ORDER IS ISSUED FOR ENCUMBRACY PURPOSES ONLY TO ESTABLISH FUNDING FOR NAME OF CONTRACT: 255-261 KEARNEY AVENUE, LLC FOR THE FIRE DEPT. AND EMERGENCY SERVICES DATE OF CONTRACT: DECEMBER 1, 2008 TOTAL AMOUNT OF CONTRACT: \$98,400.00 TEMPORARY ENCUMBRACY: \$24,600.00 TO COVER FROM 12/1/08 THRU 2/1/09 MAONTHLY PAYMENTS WILL BE MADE FROM TIME TO TIME ON PARTIAL PAYMENT VOUCHERS.

Requisition Total 24,600.00

Req. Date: 09/23/2008

Requested By: PEGGYR

Approved By: \_\_\_\_\_

Buyer Id:

**This Is Not A Purchase Order**

## **LEASE AGREEMENT**

THIS LEASE AGREEMENT made this \_\_\_\_\_ day of December, 2008 between **255-261 Kearney Avenue, LLC. (Landlord)**, having its principal place of business at 506 Palisade Avenue, Jersey City, New Jersey 07307, and the **CITY OF JERSEY CITY (City)**, having its principal place of business at 280 Grove Street, in the County of Hudson, in the City of Jersey City, and State of New Jersey.

### **1. PROPERTY**

The Landlord does hereby lease to the City and the City does hereby rent a portion of the following Property:

Block 1788, Lot 40 more commonly known as 255-261 Kearney Avenue.  
Schedule A attached hereto, describes with specificity that portion of the Property subject to this Lease.

### **2. TERM**

For a term of one (1) year commencing on December 1, 2008 and terminating on November 30, 2009, subject to one option to renew for an additional one (1) year period. Notwithstanding the foregoing, the City shall have the right to terminate the lease at its convenience without cause by giving written notice to the Landlord sixty (60) days prior to the effective date of termination.

### **3. USE**

The City shall use the Property for the following purposes and for no other purpose whatsoever:

Fire House and Storage of Emergency Equipment

### **4. RENT**

The City covenants and agrees to pay to the Landlord, as rent for and during the term hereof, the sum of \$10.00 a sq. ft. x 9,840 sq. ft. or \$98,400.00 per year. The rent shall be paid in twelve (12) equal installment payments of \$8,200.00 each, on the first of each month.

### **5. MAINTENANCE AND REPAIRS**

The Landlord shall take good care of the property and shall at its own cost and expense, make all repairs, and maintain the property, including the heating system, water service,

roof and common areas, in good condition and state of repair, during the term of the lease. The Landlord shall be responsible for keeping the exterior property and all parts thereof in a clean and sanitary condition and free from trash, inflammable material, and other objectionable matter, and shall keep the sidewalks and parking areas in front of the property free of ice, snow and debris. During the term of this Lease, the City shall deliver up the Property in good order and condition, wear and tear from a reasonable use thereof, and damage by the elements not resulting from the neglect or fault of the City excepted.

6. **DAMAGE**

In case of the construction of or any damage of any kind whatsoever to the Property, caused by the carelessness, negligence or improper conduct on the part of Landlord or its agents, employees, guests, licensees, invitees, assignees or successors, the Landlord shall repair the damage or replace or restore any destroyed parts of the Property, as speedily as possible, at the Landlord's own cost and expense.

7. **SIGNS**

The Landlord shall provide a suitable place for a sign, indicating the location of the City's agency. The City shall place such signs in or about the Property or any part thereof, including the design and structure thereof as the City deems appropriate or necessary.

8. **UTILITIES**

All utilities, property taxes and services furnished in the Property for the benefit of the City shall be by the City. The City will have a separate PSE&G gas and electric meter installed for the space.

9. **INITIAL IMPROVEMENTS**

The Landlord will provide the initial improvements based on the City Architect's layout and approval of all work.

10. **ACCESS**

The City will have access prior to the start of the term, to install telephone, services, furniture and other similar services.

11. **COMPLIANCE WITH LAWS**

The Landlord shall promptly comply with all laws, ordinances, rules, regulations, requirements and directives for the Federal, State and Municipal Governments or Public Authorities and of all their departments, bureaus and subdivisions, applicable to and affecting the Property, their use and occupancy, for the correction, prevention and abatement of nuisance, violations or other grievances in, upon or connected with the Property, during the term hereof; and shall promptly comply with all orders, regulations, requirements, requirements and directives of the Board of Fire Underwriters, or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the Property and its contents, for the prevention of fire or other casualty, damage or injury, at the Landlord's own cost and expense

12. **INDEMNIFICATION**

The City agrees to and shall save, hold and keep harmless the Landlord from and for any and all payments, expenses, costs, attorney fees, and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any errors, omissions or negligent acts by the City or the City's agents, employees, guests, licensees, invitees, subtenants, assignees or successors arising out of the occupancy by the City and the conduct of the City's business.

13. **ASSIGNMENT – SUBLEASE**

The City may, upon prior written notice to the Landlord, assign, mortgage or hypothecate this Lease, or sublet or sublease the Property or any part thereof.

14. **RESTRICTION OF USE**

The City shall not occupy or use the Property or any part thereof, nor permit or suffer the same to be occupied or used for any purposes other than as herein limited, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty.

15. **INSPECTION AND REPAIR**

The City agrees that the Landlord and the Landlord's agents, employees or other Representatives, shall have the right to enter into and upon the Property or any part thereof, at all reasonable hours, for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause shall not be deemed to be a covenant by the City nor be construed to create an obligation on the part of the City to make such inspection or repairs.

16. **VALIDITY OF LEASE**

The terms, conditions, covenants and provisions of this Lease shall be deemed to be severable. In any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

17. **NOTICES**

All notices required under the terms of this Lease shall be given and shall be complete by mailing such notices by certified or registered mail, return receipt requested, or by hand delivery to the address of the parties as shown at the head of this Lease, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner.

18. **TITLE AND QUIET ENJOYMENT**

The Landlord covenants and represents that it is the owner of the Property and has the right and authority to enter into, execute and deliver this Lease; and does further covenant that the City on paying the rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the Property for the term aforementioned.

19. **ENTIRE CONTRACT**

This Lease contains the entire contract between the parties. No representative, agent or employee of the City 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 City and the Landlord.

20. **WAIVER OF SUBROGATION RIGHTS**

The Landlord waives all rights of recovery against the City or City's agents, employees or other representatives, for any loss, damages or injury of any nature whatsoever to property or persons for which the Landlord is insured.

**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 hereunto affixed, the day and year first above written.

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**Robert Byrne,**  
**City Clerk**

\_\_\_\_\_  
**Brian O'Reilly,**  
**Business Administrator**

**ATTEST:**

**18 ASH STREET REALTY, LLC**

\_\_\_\_\_  
**Peter Gargiulo,**  
**Managing Member**

City Clerk File No. Ord. 08-151

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 08-151

**TITLE: AN ORDINANCE GRANTING PERMISSION TO BAY CITY CONDO, LLC, ITS SUCCESSORS AND ASSIGNS, TO MAKE PRIVATE IMPROVEMENTS IN THE PUBLIC RIGHT OF WAY ADJACENT TO THE PROPERTY LOCATED AT 213-225 BAY STREET, JERSEY CITY, NEW JERSEY, ALSO KNOWN ON THE TAX MAPS OF THE CITY OF JERSEY CITY AS BLOCK 241 LOTS A, 18, 20 AND 33D.**

**WHEREAS**, Bay City Condo, LLC, having offices located 6401 Park Ave., West New York, New Jersey, 07093, is the owner of the property located at 213-225 Bay Street, Jersey City, and known as Block 241, Lots A, 18, 20 and 33D on the current tax maps of the City of Jersey City; and

**WHEREAS**, pursuant to a Resolution for the Final Site Plan Amendment Approval, Case # Z06-03.1, Bay City Condo, LLC was granted approval to develop a five (5) story building with thirty-four (34) residential units, a roof top deck and 6<sup>th</sup> floor enclosed community room and thirty-four (34) on site parking spaces in connection with the property; and

**WHEREAS**, part of the initial development approval granted in Case #Z06-03, and the subsequent Final Site Plan Amendment Approval (Z06-03.1) includes the construction of four separate planting beds enclosed in fencing and outward opening entrance doors within a portion of the Bay Street public right-of-way, which is more particularly depicted and described in the Franchise Plans, Exhibit A, and Current Survey with Metes and Bounds Description, Exhibit B, attached hereto; and

**WHEREAS**, the construction of the planting and fencing areas is the result of the recommendation of the Division of Planning staff for aesthetic purpose to match existing fence lines along the street, as seen on the Resolutions attached hereto as Exhibit C; and

**WHEREAS**, the Petitioner was required to file the Petition for a Franchise Ordinance as a condition of its approval; and

**WHEREAS**, part of the development also includes the construction of foundation footings to be located approximately four (4) feet below the surface, extending into the subsurface of the Bay Street public right-of-way, which is more particularly depicted and described in the Foundation Plans, Exhibit D and Current survey with Metes and Bounds Description, Exhibit B, attached hereto; and

**WHEREAS**, there will remain sufficient area in the right-of-way for pedestrian use (at least five (5) feet, and the proposed private improvements will not impede or have a negative impact on typical pedestrian use; and

**WHEREAS**, Bay City Condo, LLC has filed a petition for relief and represented to the Municipal Council of the City of Jersey City that the passage of this Ordinance is in the best interests and essential for the completion of the construction of the development; and

**WHEREAS**, after due notice was given in accordance with law, a public hearing was held on the Petition filed by Bay City Condo, LLC to grant permission to construct private improvements within the public right-of-way for the following purposes:

1. The contemplated improvements will include the installation of four (4) separate planting beds with fencing and outward-opening entrance doors to be located within the public right-of-way.
2. The contemplated improvements will also include the construction of foundation footings to be located underneath the public right-of-way.
3. All costs associated with these improvements will be incurred by the Petitioner, and there being no objections thereto.

**WHEREAS**, the Jersey City Zoning Officer and Building Department approved the construction of the improvements at the subject property conditioned upon the Petitioner being granted a franchise ordinance by the City Council of the City of Jersey City; and

**WHEREAS**, a franchise ordinance is required to permit the completion of the construction of the private improvements within the public right-of-way; and

**WHEREAS**, by reason of the character of the development of the area within which this property is situated, the said improvements will enhance the aesthetic and character of the property and greatly benefit Jersey City and the surrounding neighborhood; and

**WHEREAS**, the public interest will be served by said improvements, which will be of great benefit to the citizens of Jersey City and Hudson County and the rights of the public will not be injuriously or adversely affected by the requested relief;

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

**SECTION I.** Permission be, and is hereby granted to Bay City Condo, LLC, its successors and assigns, to complete private improvements to a portion of lands located within the public right of way adjacent to 213-225 Bay Street, Jersey City, and known as Block 241, Lots A, 18, 20 and 33D on the current tax maps of the City of Jersey City, said areas being more particularly described as follows and on the plan, survey with metes and bounds description and foundation plan attached hereto as Exhibit A, Exhibit B and Exhibit D respectively.

1. The contemplated improvements will include the installation of four (4) separate planting beds with fencing and outward-opening entrance doors to be located within the public right-of-way.
2. The contemplated improvements will also include the construction of foundation footings to be located underneath the public right-of-way that will extend into the subsurface of the Bay Street right-of-way.
3. There will remain sufficient area in the right-of-way (at least 5 feet) for typical pedestrian use.
4. The contemplated improvements will be constructed consistent with the Plans approved by the Jersey City Zoning Board of Adjustment, the Jersey City Zoning Officer and Building Department.
5. All costs associated with these improvements will be incurred by the Petitioner.
6. The contemplated improvements are necessary to construct the proposed development consistent with the development approvals and will greatly benefit the Petitioner's property and the surrounding neighborhood.

**SECTION II.** All the work herein authorized shall be done under the supervision of the proper department or departments of the City of Jersey City. Further, all the work herein authorized shall comply with any State of New Jersey Uniform Construction Code requirements. The construction plans shall be submitted to the City Engineer for his review and comments prior to the start of construction. After construction there shall remain no damage to the sidewalk or roadway or interference with the free and safe flow of pedestrian traffic and vehicular traffic. Bay City Condo LLC, and its successors and assigns, shall maintain all improvements installed by it for the entire term of this Franchise at no cost to the City.

**SECTION III.** This Ordinance shall remain in full force and effect for a period of ninety-nine (99) years. This Ordinance shall take effect upon final passage and publication

according to law. In the event that the Municipal Council determines that this Ordinance must be canceled in whole or in part because of a public purpose, the City reserves the right to cancel this Ordinance or any part thereof by giving written notice to the Petitioners one year prior to the date of cancellation.

**SECTION IV.** All costs and expenses incident to the introduction, passage and publication of this Ordinance shall be borne and paid by said Bay City Condo, LLC.

**SECTION V.** In accepting the privileges of this Ordinance and the installation, maintenance and use hereby authorized, Bay City Condo, LLC, its successors and assigns hereby agree to assume full, complete and undivided responsibility for any and all injury or damage to persons or property by reason of said installation, maintenance and use, and to indemnify and hold the City of Jersey City harmless from all injury or damage to persons or property by reason of such installation, maintenance and use (except such injury or damage which is caused by the negligence or misconduct of the City or its officers, employees or agents) for the term of this Ordinance. Bay City Condo, LLC, its successors and assigns, shall maintain in effect, during the term of this franchise, liability insurance naming the City of Jersey City, its officers and employees as additional insured, covering the use and occupancy of the public property subject to this franchise. A certificate of insurance, in the amount of \$1,000,000.00 in a form deemed acceptable by the City's Risk Manager, shall be delivered to the Risk Manager before use or occupancy of the premises subject to this Franchise Ordinance.

**SECTION VI.** This Ordinance shall not become effective unless an acceptance hereof in writing is filed by the Petitioner with the City Clerk. In the event, that the Petitioner shall not file with the City Clerk its acceptance in writing of the provisions of this Ordinance within 30 days after receiving notice of its passage, this Ordinance shall become void and be of no effect.

**SECTION VII.** Only with prior written consent and approval by the City Council of the City of Jersey City, which consent and approval shall not be unreasonably withheld, shall Petitioner have the right to assign or otherwise transfer its rights under this Franchise Ordinance.

**SECTION VIII.** An easement for the duration of this Ordinance is reserved for the benefit of the City of Jersey City and all public utility companies including any cable television company as defined in the "Cable Television Act", P.L. 1972, c. 186 (c. 48:5A-1 et seq.) for the purpose of ingress and egress over and upon the area subject to this Franchise Ordinance in order to maintain, repair or replace existing utility facilities including water lines, sewer lines, gas

lines and telephone, electrical and cable television wires and poles which may be located either beneath or above the surface of the area subject to this Franchise Ordinance.

**SECTION IX.** For the rights and privileges herein granted, said beneficiaries hereunder, their successors and assigns, shall pay annually to the City of Jersey City the sum of One Dollar (\$1.00), which payment shall be made annually on the 1st day of July next succeeding the time when this Ordinance shall become effective and on each first day of July thereafter until the termination of this Ordinance.

**SECTION X.** 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 certified 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 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 repeals of existing provisions.

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required

Not Required

**PETITION**

**TO: THE HONORABLE, THE MAYOR AND MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY:**

Your Petitioner, Bay City Condo, LLC having offices located 6401 Park Ave., West New York, New Jersey, 07093, respectfully says that:

1. Petitioner is the owner of the property located at 213-225 Bay Street, Jersey City, and known as Block 241, Lots A, 18, 20 and 33D on the current tax maps of the City of Jersey City (the "property"). The Petitioner is proposing to develop a five (5) story building with thirty four (34) residential units, a roof top deck and 6<sup>th</sup> floor enclosed community room, and thirty-four (34) on site parking spaces in connection with the property.

2. Petitioner proposes to make the following site improvements within the areas of the public right-of-way:

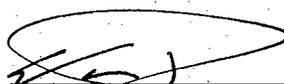
- A. The contemplated improvements will include the installation of four (4) separate planting beds with fencing and outward-opening entrance doors to be located within the public right-of-way.
- B. The contemplated improvements will also include the construction of foundation footings to be located underneath the public right-of-way.
- C. All costs associated with these improvements will be incurred by the Petitioner, and there being no objections thereto.

Petitioner has presented the proposed improvements to the Jersey City Zoning Officer and Building Department, which have approved proposed improvements conditioned upon the Petitioner being granted a franchise ordinance by the City Council of the City of Jersey City.

4. The contemplated improvements are necessary to construct the proposed development consistent with the development approvals, and will greatly benefit the Petitioner's property and the surrounding area and neighborhood.

**WHEREFORE**, your Petitioner respectfully prays for itself, its successors and assigns, for the enactment of a Franchise Ordinance to allow it to make private improvements within and under the sidewalk area of the public right-of-way of Bay Street, all as more particularly shown on the plans annexed hereto and made a part hereof.

By: \_\_\_\_\_

  
o/b/o Bay City Condo, LLC  
William D. Deveau  
Attorney for the Petitioner



City Clerk File No. Ord. 08-152

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 08-152

**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 PARKING MONDAY THROUGH FRIDAY, FOR EASTBOUND TRAFFIC FROM 7:00 A.M. TO 9:00 A.M. THE ON THE SOUTH SIDE OF COLUMBUS DRIVE AND FROM 4:00 P.M. TO 6:00 P.M. FOR WESTBOUND TRAFFIC ON THE NORTH SIDE OF COLUMBUS DRIVE FROM BRUNSWICK STREET TO MONMOUTH 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>Columbus Drive</u>	<u>South</u>	<u>7:00 a.m. to 9:00 a.m.</u> <u>Monday thru Friday</u>	<u>Brunswick Street to Monmouth Street</u>
	<u>South</u>	<u>Monday thru Friday</u> <u>8:30 a.m. to 4:30 p.m.</u>	Beginning at a point approximately 283 feet east of the southeast curb line of Barrow Street and extending to a point 25 feet easterly therefrom.
	<u>North</u>	<u>4:00 p.m. to 6:00 p.m.</u> <u>Monday thru Friday</u>	<u>Brunswick Street to Monmouth Street</u>
	<u>North</u>	<u>Monday thru Friday</u> <u>8:00 a.m. to 9:30 a.m.</u>	<u>Jersey Avenue to Grove Street</u>

continued.....

JDS:pcl  
(10.10.08)

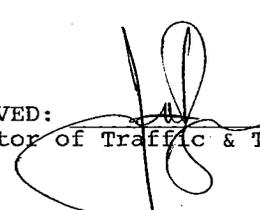
2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

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.

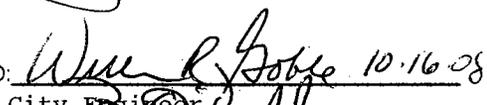
4. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All material to be inserted is new and underscored.

JDS:pcl  
(10.10.08)

APPROVED:   
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

APPROVED:  10.16.08  
City Engineer

\_\_\_\_\_  
Corporation Counsel

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 XVI (parking prohibited during certain hours, daily except Saturdays, Sundays, and holidays) prohibiting parking Monday through Friday, for eastbound traffic from 7:00 a.m. to 9:00 a.m. on the south side of Columbus Drive and from 4:00 p.m. to 6:00 p.m. for westbound traffic on the north side of Columbus Drive from Brunswick Street to Monmouth Street

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

Joao D'Souza, Director of Traffic & Transportation.

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

Prohibit parking during peak travel times on the south side of Columbus Drive from 7:00 a.m. to 9:00 a.m. and on the north side from 4:00 p.m. to 6:00 p.m. between Brunswick Street and Monmouth Street

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

Part of the Fifteen Million (\$15,000,000.00) Dollar Waterfront Access Project, there are on-going changes in the traffic pattern as well as a new street scape being constructed along Columbus Drive from Merseles Street easterly to the Waterfront  
Phase I of Project # 04-002

**5. Anticipated benefits to the community:**

Increased traffic safety and capacity for eastbound traffic during the morning peak travel hours and for westbound traffic during the evening peak travel hours.

**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:**

NO COST TO THE CITY

Reimbursement by the New Jersey Department of Transportation - Project No. 04-002

**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.

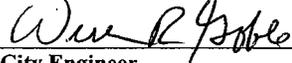
**9. Person responsible for coordinating proposed program, project, etc.:**

Daniel Gordon, P.E., Senior Engineer, Division of Engineering, Traffic & Transportation

**10. Additional comments:**

Legislation proposed at the request of Director D'Souza

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

  
\_\_\_\_\_  
City Engineer

10.16.08  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Department Director

\_\_\_\_\_  
Date

City Clerk File No. Ord. 08-153

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 08-153

**TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE XI (SCHEDULES) SCHEDULE 25 (PARKING FOR THE DISABLED) OF THE JERSEY CITY CODE DESIGNATING A RESERVED PARKING SPACE AT 562 BRAMHALL AVENUE; 11 CASPER COURT; COLDEN STREET; 5 EMORY STREET; 189 FAIRVIEW AVENUE; 31 GIFFORD AVENUE; 23-25 GRAHAM STREET; 256 HALLADAY STREET; 194-196 HUTTON STREET; 13 MONITOR STREET; 27 MONITOR STREET; 41-43 MONTROSE AVENUE; 28 PAMRAPO AVENUE; 358 STEGMAN PARKWAY; 408-410 SUMMIT AVENUE AND 3 WARNER AVENUE AND REPEAL THE RESERVED PARKING SPACES AT 103-105 COLUMBIA AVENUE; 84 HARMON STREET; 133 SHERMAN PLACE AND 209-211 SUMMIT AVENUE**

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 332-77

## SCHEDULE 25 PARKING FOR THE DISABLED

Restricted parking spaces, (measuring approximately 22 feet in length) in front of residential building for use by persons who have been issued special vehicle identification cards by the Division of Motor Vehicles and handicapped parking permits issued by the Traffic Division.

Spencer Griffin  
Epifania S. Bautista  
Essie L. Davis

562 Bramhall Avenue  
11 Casper Court  
Colden Street

Beginning at a point 112 feet east of the northeast curb line of Fremont Street and extending to a point 22 feet easterly therefrom

Deborah King  
Tri M. Nguyen  
Tashia Graves  
Jane Rahim  
George Jefferson  
Rene Arevalo  
Leonard Lacina  
Tina Wilson  
Antoinette Miele  
Carrie Slade  
Magdalene Herbert  
Darryl Barte  
Minnie Searcy

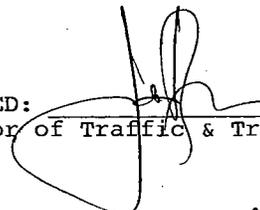
5 Emory Street  
189 Fairview Avenue [209-211 Summit Avenue]  
31 Gifford Avenue  
23-25 Graham Street  
256 Halladay Street  
194-196 Hutton Street  
13 Monitor Street  
27 Montitor Street [84 Harmon Street]  
41-43 Montrose Avenue  
28 Pamrapo Avenue  
358 Stegman Parkway [133 Sherman Place]  
408-410 Summit Avenue [103-105 Columbia Avenue]  
3 Warner Avenue

continued....  
JDS:pcl  
(10.10.08)

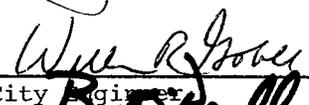
- 2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- 3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
- 4. This ordinance shall take effect at the time and in the manner as prescribed by law.
- 5. 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.

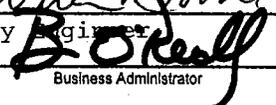
**NOTE:** New material to be inserted is underscored, the material to be repealed is in [brackets].

JDS:pc1  
(10.10.08)

APPROVED:   
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

APPROVED:   
City Engineer

APPROVED:   
Business Administrator

\_\_\_\_\_  
Corporation Counsel

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)Schedule 25(Parking for the Disabled) of the Jersey City Code designating the reserved parking space at 562 Bramhall Avenue; 11 Casper Court; Colden Street; 5 Emory Street; 189 Fairview Avenue; 31 Gifford Avenue; 23-25 Graham Street; 256 Halladay Street; 194-196 Hutton Street; 13 Monitor Street; 27 Monitor Street; 41-43 Montrose Avenue; 28 Pamrapo Avenue; 358 Stegman Parkway; 408-410 Summit Avenue and 3 Warner Avenue and repeal the reserved parking space at 103-105 Columbia Avenue; 84 Harmon Street; 133 Sherman Place and 209-211 Summit Avenue

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

Joao D'Souza, Director of Traffic & Transportation

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

Designate and or delete a reserved parking space at various locations throughout the City

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

To provide a reserved parking space for those individuals who are disabled to the degree that their mobility is limited and repeal the reserved parking spaces no longer warranted.

**5. Anticipated benefits to the community:**

Allow those individuals, whose application was approved by The Municipal Council Committee for Disabled Parking, to have a reserved parking space at or near their residence, therefore, improving the quality of their life.

**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 Jersey City Municipal Council

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

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

**10. Additional comments:**

Ordinance proposed at the request of The Municipal Council Committee for Disabled Parking

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

William R. Hobbs  
City Engineer

10.10.08  
Date

\_\_\_\_\_  
Signature of Department Director

\_\_\_\_\_  
Date