

City Clerk File No. Ord. 09-028  
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 09-028

TITLE:

**REFUNDING BOND ORDINANCE PROVIDING FOR PAYMENT OF AMOUNTS OWING TO OTHERS FOR TAXES LEVIED IN AND BY THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, APPROPRIATING \$11,471,819 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$11,471,819 BONDS OR NOTES OF THE CITY OF JERSEY CITY FOR FINANCING THE COST THEREOF.**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:**

Section 1. The City of Jersey City, in the County of Hudson, New Jersey (the "City") is hereby authorized to pay an aggregate amount not exceeding \$11,471,819 for amounts owed by the City to the owners of various properties for taxes levied in the City, as more particularly described on the List of Owners and Properties involved in Tax Appeals available for inspection in the office of the City Clerk, which list is hereby incorporated by reference as if set forth at length herein, and which amounts are due and owing from the City on or before June 30, 2009.

Section 2. An aggregate amount not exceeding \$350,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-51(b) has been included in the aggregate principal amount of refunding bonds authorized herein.

Section 3. In order to finance the cost of the project described in Section 1 hereof, negotiable refunding bonds are hereby authorized to be issued in the principal amount of \$11,471,819 pursuant to the Local Bond Law.

Section 4. In anticipation of the issuance of the refunding bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law. All refunding bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer, provided that no note

shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with notes issued pursuant to this ordinance, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such determinations.

All notes issued hereunder may be renewed from time to time, but all such notes including renewals shall mature and be paid no later than the tenth anniversary of the date of the original notes; provided, however, that no notes shall be renewed beyond the first or any succeeding anniversary date of the original notes unless an amount of such notes, at least equal to the first legally payable installment of the bonds in anticipation of which the notes are issued, determined in accordance with the maturity schedule for the bonds approved by the Local Finance Board, is paid and retired on or before such anniversary date; and provided, further, that the period during which the bond anticipation notes and any renewals thereof and any permanent bonds are outstanding, shall not exceed the period set for the maturity of the bonds by the Local Finance Board.

The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. A certified copy of this refunding bond ordinance as adopted on first reading has been filed with the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey prior to final adoption, together with a complete statement in the form prescribed by the Director and signed by the Chief Financial Officer of the City as to the indebtedness to be financed by the issuance of the refunding bonds authorized herein. Such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this refunding bond ordinance by \$11,471,819, but that the net debt of the City determined as provided in the Local Bond Law is not increased by virtue of a deduction pursuant to N.J.S.A.

40A:2-52.

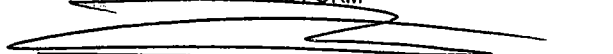
Section 6. To the extent the refunding bonds or notes authorized hereunder are issued as tax-exempt obligations, the City hereby covenants to take any action necessary or refrain from taking such action in order to preserve the tax-exempt status of the refunding bonds and notes authorized hereunder as is or may be required under the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code"), including compliance with the Code with regard to the use, expenditure, investment, timely reporting and rebate of investment earnings as may be required thereunder. The City reasonably expects to expend general funds or other available moneys for the purpose described in Section 1 hereof prior to the issuance of refunding bonds or notes hereunder. To the extent such funds are spent, the City further reasonably expects to reimburse such expenditures from the proceeds of the refunding bonds or notes authorized by this refunding bond ordinance, in an aggregate not to exceed the amount of refunding bonds or notes authorized in Section 3 hereof.

Section 7. The City hereby covenants to comply with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 to the extent applicable to the issuance of refunding bonds or notes issued pursuant to this refunding bond ordinance.

Section 8. The full faith and credit of the City is hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this refunding bond ordinance. The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy ad valorem taxes upon all the taxable real property within the City for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 9. This refunding bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law, provided that the consent of the Local Finance Board has been endorsed upon a certified copy of this ordinance as finally adopted.

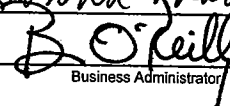
APPROVED AS TO LEGAL FORM

  
Corporation Counsel

APPROVED:



APPROVED:

  
Business Administrator

Certification Required   
Not Required



# ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 09-029

TITLE:

**ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY  
TO ENTER INTO A ONE YEAR LEASE AGREEMENT WITH SAINT  
JOHN'S BAPTIST CHURCH, A NON- PROFIT ORGANIZATION OF  
THE STATE OF NEW JERSEY, FOR THE PURPOSE OF CONDUCTING  
A 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 land known as Block 1963 Lot 12.A also known as 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 property for recreational purposes such as, volleyball basketball, and similar forms of sports which shall be nonsectarian; and

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**WHEREAS**, the program is designed to serve approximately 40 to 50 children in the community between the ages of three to thirteen; and

**WHEREAS**, the term of the lease shall be one year; 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 will be put, the activities which will be 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 consideration for this agreement shall be One (\$1.00 ) Dollar 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 ONE YEAR LEASE AGREEMENT WITH SAINT JOHN'S BAPTIST CHURCH , A NON- PROFIT ORGANIZATION OF THE STATE OF NEW JERSEY, FOR THE PURPOSE OF CONDUCTING A 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 the attached 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 execution of the lease by City Officials and the City reserves the right to terminate the lease as 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) 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 conditions 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 recreational purposes. If the corporate charter of Saint John's Baptist Church is revoked during the term of this lease, or if Saint John's Baptist Church stops providing a recreational program, 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: B. O'Keefe [Signature]  
 Business Administrator Corporation Counsel

Certification Required   
 Not Required

**S** **ST. JOHN'S BAPTIST CHURCH** **H**  
525 Bramhall Avenue  
Jersey City, New Jersey 07304

**Reverend Nolan M. Doby, Pastor**  
**Church: 201-433-7780 Res. 732-249-0706**  
**Fax: 201-433-6004**

**Willie Sparks**  
Chairman of Deacons

**Robert Weldon**  
Chairman of Trustees

**Cathaline McKay**  
Deaconess President

**Priscilla Gaillard**  
Church Clerk

*February 20, 2009*

*Ms. Ann Marie Miller  
City Hall  
Real Estate Office  
280 Grove Street  
Jersey City, NJ 07302*

*Dear Ms Miller*

*I trust that this communication finds you and yours well and prospering.*

*In keeping with our previous years of usage, the St. John's Baptist Church would like to lease for another year the vacant lot at 826 Ocean Avenue in Jersey City, block 1963-lot 12.A.*

*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.*

*Should you need any additional information, please contact me as indicated.*

*Yours In Jesus The Christ*

*Nolan M Doby/ok*  
Rev. Nolan M. Doby, Pastor

*Deacon Oliver King  
Board of Deacons*



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 recreational purposes, such as, volleyball, basketball and similar forms of sports and shall not use or 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 Lessees 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.

