

City Clerk File No. Ord. 12-075

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 12-075

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 located 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

*G.R.
5-14-12*

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, 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.

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

1. Subject to such modifications 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 at its convenience 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 terms and conditions of the lease attached hereto.

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 © AND N.J.S.A.; 12-15 (j)

5. This lease is authorized under the provisions of N.J.S.A. 40A: 12-14(c) and N.J.S.A. 40A: 12-15(j) which permit a non-profit corporation to use city-owned vacant land for recreational purposes. The property shall not be used for a sectarian, denominational or religious purpose. 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.

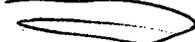
A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

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.

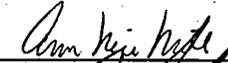
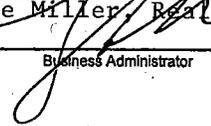
C. This ordinance shall take effect at the time and in the manner as provided by law.

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 AS TO LEGAL FORM



Corporation Counsel

APPROVED: 
Ann Marie Miller, Real Estate Manager
APPROVED: 

Business Administrator

Certification Required
Not Required



ST. JOHN'S BAPTIST CHURCH

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

Website: www.stjohnsbc-icnj.com

E-mail

sibc1929@hotmail.com / stjohnsbaptistchurch.net

Willie Sparks
Chairman of Deacons

Robert Weldon
Chairman of Trustees

Cathaline McKay
Deaconess President

Priscilla Gaillard
Church Clerk

May 8, 2012

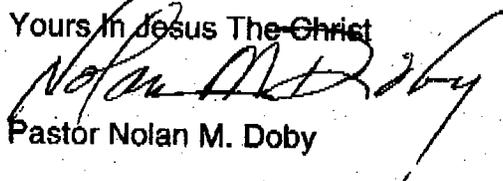
Annie Marie Miller
City Hall of Jersey City
Real Estate Office
280 Grove Street
Jersey City, NJ 07302

Dear Ms. Miller

This letter is to advise that St. John's Baptist Church would like to renew our lease agreement for BLOCK 1963, LOT 12.A located at 826 Ocean Avenue, Jersey City, New Jersey.

The sole use of the lot will be for recreation activities for our youth in the Church as well as in the community.

Yours In Jesus The Christ



Pastor Nolan M. Doby

LEASE AGREEMENT

This LEASE, dated the _____ day of _____, 2012 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 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 :

First- 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 the 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 corporate charter is terminated or revoked, Landlord shall have the right to terminate the lease upon giving 15 day's 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 demised premises for educational and recreational purpose, such as, volleyball, basketball and similar forms of sports and not use or permit the premises to be used for any other purpose without the prior written consent of the Landlord endorsed hereon. The demised premises shall not be used for a sectarian, denominational or religious purpose.

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 improvement, 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 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 mechanic's 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 day's 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.

Eight- 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 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 shall be completed. But if the premises shall be so slightly damaged as not 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 improvements 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, 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 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 the 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 of 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.

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 Tenant 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 includes but is not limited to floors and windows. Tenant shall be 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, there unto duly authorized, all as the day and year first above mentioned.

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
City Clerk

JOHN KELLY
Business Administrator

WITNESS:

Saint John's Baptist Church

BY: _____
Pastor Nolan M. Doby

City Clerk File No. Ord. 12-076

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 12-076

TITLE: ORDINANCE AUTHORIZING A SECOND AMENDMENT TO THE CITY'S LEASE WITH JOURNAL SQUARE PLAZA URBAN RENEWAL ASSOCIATES FOR ONE JOURNAL SQUARE PLAZA, BLOCK 586.5, LOT PLOT .B

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

WHEREAS, the City of Jersey City [City] needs office space for various Departments; and

WHEREAS, N.J.S.A. 40A:12-5 provides that a municipality may by ordinance authorize a lease of real property if it determines it is needed for municipal purposes; and

WHEREAS, Journal Square Plaza Urban Renewal Associates is the owner of Block 586.5, Lot Plot. B, more commonly known by the street address of One Journal Square Plaza (Property); and

WHEREAS, by the adoption of Ordinance 05-015, the City approved a lease with Journal Square Plaza Urban Renewal Associates for ten (10) years for approximately 28,202 square feet of space at the Property, consisting of the entire 2nd and 3rd floors of the Property; and

WHEREAS, the lease expires on May 31, 2015; and

WHEREAS, the rent for the space was \$21.25 per square foot or \$599,292.50 per year for the last five (5) years of the term of the lease; and

WHEREAS, by the adoption of Ordinance 06-008 the parties amended the lease, effective March 1, 2006, and increased the Premises by 3,200 square feet, located on the 4th floor; and

WHEREAS, the rent for the 3,200 square feet on the 4th floor was \$21.25 per square foot or \$68,000 per year for the last five (5) years of the term of the lease; and

WHEREAS, the City also pays a flat \$1.50 per square foot or \$4,800 for the gas and electric charges for the fourth floor for the entire term of the lease; and

WHEREAS, the parties now wish to amend the lease commencing on or about June 1, 2012, to add the remainder of the 4th floor, which will increase the total leased premises by 10,924 square feet; and

WHEREAS, the owner has agreed to an additional rent of \$11 per square foot for the additional 10,924 square feet or an increase in annual rent of \$120,164 for the balance of the lease term; and

ORDINANCE AUTHORIZING A SECOND AMENDMENT TO THE CITY'S LEASE WITH JOURNAL SQUARE PLAZA URBAN RENEWAL ASSOCIATES FOR ONE JOURNAL SQUARE PLAZA, BLOCK 586.5, LOT PLOT .B

WHEREAS, this Second Amendment will result in the rented premise consisting of all of the 2nd, 3rd and 4th floors of the Property or 42,326 square feet; and

WHEREAS, the total annual rent for the entire 42,326 square feet, shall be \$787,456.50 each year or reducing the average per square foot rent to \$18.60; and

WHEREAS, funds have been encumbered in account #01-20131432 for the increased amount under P.O. _____

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

1. The Mayor or Business Administrator is authorized to amend the lease agreement with Journal Square Plaza Urban Renewal Associates to add an additional 10,924 square feet on the fourth floor.
2. The rent for the additional space will be \$11 a square foot or \$120,164; and
3. This second amendment will result in a total rented premise consisting of the entire 2nd, 3rd and 4th floors of the Property or 42,326 square feet, and a total rent of \$787,456 a year or an average of \$18.60 a square foot plus \$4,800 each year for gas and electric for the 4th floor; and
4. The Second Amended Lease shall be in substantially the form attached, subject to such modification as may be deemed necessary or appropriate by the Business Administrator or Corporation Counsel.
5. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
6. 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.
7. This Ordinance shall take effect at the time and in the manner as provided by law.
8. 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.

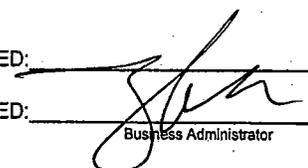
NOTE: All material is new; therefore, underlining has been omitted. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____

APPROVED: _____


Business Administrator

Certification Required

Not Required



CITY OF JERSEY CITY

Office of the City Administrator

280 Grove Street
Jersey City, New Jersey 07302
Telephone (201) 547-5146
Fax (201) 547-4833

Jerramiah Healy, Mayor
John W. Kelly, City Administrator

May 16, 2012

To: Council President and Council Members:

From: Jack Kelly, Business Administrator

Re: Relocation of Chief Comey and his Staff

Within the next 60 days the JCRA will finalize the sale of 8 Erie Street on behalf of the City. It is the Administration's plan to relocate the JCPD to the 4th floor of 1 JSQ. Presently the City leases the entire 2nd and 3rd floors of this building and 3,200 sf. on the 4th floor. The pension office and other city offices housed on the 4th floor will be relocated to the 2nd and 3rd floors and the JCPD will occupy the entire 4th floor, an increase in leased space of 10,924sf.

The ordinance to be presented at the May 23rd Council meeting will amend the present lease on very favorable terms. The present base rent under the current lease is 22.31 psf. The newly leased space will be 11 sf. or 120,000 annually. The term for the additional space will be three years and the lease will expire on the same date as the original lease, May 31, 2015.

The combined sales and lease transactions will have the following positive outcomes:

- 8 Erie Street and adjacent parking donated by New Jersey Bell to the City in 1973 sells for \$3,900,000.
- More than 100 years old 8 Erie Street is functionally obsolescent and requires major capital improvements to the roof and overall general safety improvements to protect the health and safety of its occupants. Significant capital cost avoidance this year and future years.
- Annual building operating expenses exceed \$150,000 annually at 8 Erie Street.
- Upon completion of the sale annual real estate taxes generated at the site, prior to adaptive reuse, will be approximately \$90,000.
- Annual real estate taxes generated after the residential projects are complete should conservatively exceed \$300,000.
- The Grove Street Path area will become even more vibrant by adding permanent residential units.
- Traffic flow will improve in the area adjacent to the site.
- Police presence will be added to the JSQ area.

- The City's lease expenses will be less than our current operating costs at 8 Erie Street.

cc: Jerramiah Healy, Mayor
Rosemary McFadden, Chief of Staff
Thomas Comey, Chief of Police

City Clerk File No. Ord. 12-077

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 12-077

TITLE:

ORDINANCE AMENDING CHAPTER 175 (FOOD HANDLING ESTABLISHMENTS) ARTICLE II (ITINERANT EATING AND DRINKING ESTABLISHMENTS) SECTION 8 (ITINERANT ESTABLISHMENTS) AND CHAPTER 160 (FEES AND CHARGES) OF THE JERSEY CITY MUNICIPAL CODE

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

- A. The following amendments to Chapter 175 (Food Handling Establishments) Article II (Itinerant Eating and Drinking Establishments) of the Jersey City Municipal Code are adopted:

**ARTICLE II
Itinerant Eating and Drinking Establishments Restaurants**

**§175-8 to §175-15
REPEALED**

§175-8. Itinerant Catering Establishments.

DEFINITIONS:

- A. Itinerant Food Catering Device (Non-Motorized) - means any food pushcart and moveable stand that does not require on-street parking.
- B. Itinerant Food Catering Truck (Motorized) - means any food vending vehicle that is motor operated and/or requires on-street parking. All car or truck pulled trailers must have a current New Jersey Motor Vehicle Commission issued license plate.
- C. Physically disabled person- means a person with physical impairment(s) which confines a person to a wheelchair; causes a person to walk with difficulty or insecurity; affects the sight or hearing to the extent that a person functioning in public areas is insecure or exposed to danger; causes faulty coordination; or reduces mobility, flexibility, coordination and perceptiveness. "Physical disability" shall include coronary conditions. Any such physically disabled person shall submit a certificate from a physician certifying that said disability does exist.

§175-9. License Required.

- A. No person shall conduct, operate or maintain an Itinerant Food Catering Device or Truck without first obtaining a license to do so: Licenses are for one (1) year and must be renewed by January 31st each year after 2013.

§175-9.1. Application.

- A. Application Process.

All current licensees shall be required to submit a completed new application no later than September 30, 2012 to fulfill license requirements for the remainder of 2012 and 2013. All applications that are not approved 60 days from this date, with: 1) proof of existing license; 2)

propane license from the Jersey City Fire Department.; 3) Business Registration with the State of NJ; 4) proof of ownership or rental of a truck or device from which food can be sold; 5) Certification from the Health Department approving the sale of food; and 6) proof of liability insurance will result in the prior license being declared null and void.

B. Applicants for a license or permit under this article shall file with the City Clerk a sworn application in writing and pay an application fee of \$75.00. The application shall give the following information:

- (1) Name and physical description of applicant;
- (2) Complete permanent home and local address of the applicant;
- (3) A description of the food product to be sold;
- (4) A list of all business partners and employees;
- (5) The location where food will be prepared prior to sale;
- (6) A Background Criminal Investigation (BCI) check for all license holders, and upon successful completion of the background check, a Department of Health and Human Services ID card shall be issued. All workers shall obtain an ID card, which should be visibly displayed on the person, at all times while operating an itinerant catering device or truck;
- (7) A statement as to whether or not the applicant has been convicted of any felony. If there are any outstanding Jersey City municipal violations, the applicant shall present proof that any outstanding fines have been paid in full or that a payment schedule has been established. Moreover, the applicant should also submit a detailed explanation of any mitigating factors that should be considered in the Police Director's evaluation of any prior felonies in the applicant's background. This may include statements of rehabilitation, reference letters, and any other information the applicant deems relevant;
- (8) A description of where the VIN is located on the truck;
- (9) A copy of any person with disabilities ID, if applicable;
- (10) Location of the vehicle when it is not in service.

C. Background Investigation of Applicants.

- (1) Each application shall be referred to the Police Director or his or her designee at the Police Department, who shall immediately institute such investigation of the applicant, if a the applicant has a felony history, as he or she deems necessary for the protection of the public good and should endorse the application in a reasonable period of time after it has been investigated;
- (2) The applicant shall be finger printed by the Police Director or his or her designee, who shall determine whether fingerprints are necessary for proper identification. Fingerprint records shall be immediately processed for classification and identification by the use of a third party background investigation vendor;
- (3) If, as a result of the investigation, the applicant is found to be unsatisfactory due to a history or past or recent felony convictions, the Police Director or his or her designee shall endorse on the application his/her disapproval and the reasons for same, and return the application to the City Clerk, who shall notify the applicant that his/her application is disapproved and that no license will be issued. If the applicant has filed a statement of mitigating factors, the Police Director or his or her designee, shall file with his/her statement of disapproval a detailed statement as to why the mitigating factors were not sufficient to allow issuance of the license. The applicant may file a request for reconsideration with the Police Director or his or her designee, based upon updated mitigating circumstances, which shall promptly be evaluated and a final decision rendered.

- (4) No license shall be issued until the application has been approved by the Police Department, allowing adequate time for investigation of the facts stated therein.

§175-9.2. Education/Training Requirement/Pre-Operation Inspection.

- A. All approved applicants shall attend a Food Handlers' Course as directed by the Jersey City Division of Health prior to the commencing business.
- B. Upon initial approval of the application, completion of the mandatory seminar, and payment to the Division of Health of the required licensing fee as provided in Chapter 160, Fees and Charges, said applicant shall schedule their pre-operation inspection by the Health Officer.

§175-9.3. Operation Requirements for all Devices (Push Carts) and Trucks

- A. All trucks and devices shall comply with City, County, and State law.
- B. Trash and recycling receptacles are required and must be made available by owner/operator, who will then dispose of trash and recycling off site.
- C. Hours of Operation - 6:00 A.M. until 9:00 P.M. No devices or trucks are permitted to stay parked on City streets past 10:00 P.M.
- D. Push carts transported by truck cannot occupy the street and the sidewalk at the same time.
- E. New or replacement devices or trucks must be inspected before operating. No changes can be made to approved devices or trucks without re-inspection by the Div. Of Health.
- F. All trucks and devices are subject to inspection and operational requirements established by the Division of Health and the Jersey City Fire Department;
- G. No truck or device operator is permitted to serve food to a motorist whose automobile is blocking the passage of traffic.
- H. No truck or device shall serve customers on private property.

§175-9.4 Additional Operation Requirements for Devices (Push Carts)

- A. No devices shall be permitted to occupy street space.
- B. Devices must be self-contained- no coolers are permitted to be placed on City streets or sidewalks.

§175-9.5. Additional Operation Requirements for Trucks

- A. The truck must be self-contained- no coolers or generators are allowed to be placed on the sidewalk or street.
- B. No in-truck dining services or sidewalk tables and chairs are allowed.

§175-10. Licenses Issued; Expiration; Renewal.

- A. Licenses shall be issued after the completion of the application and education/training process and payment of the required fees. Licenses shall then expire one (1) year from the date of issuance, unless sooner suspended or revoked. Renewals of licenses should be completed prior to the expiration of the previous license term, but in no instances shall renewals be issued beyond sixty (60) days after the expiration of a prior license. The license of any licensee who fails to renew shall lapse and said licensee shall have to reapply for a license and cannot operate until he/she completes and passes the application process anew.
- B. The Health Officer is authorized to renew the license of a deceased licensee in the name of the deceased licensee's surviving spouse or listed business partner upon production of an original death certificate within 90-days of the licensee's death.
- C. No person shall hold more than one license, nor have any interest directly or indirectly, in any other license, unless they meet the application requirements as set forth in 175-9.1.

Failure to observe this provision shall result in the revocation of all licenses held in the individual, the business entity, or the name of any other person or entity which allowed for another licensee to hold a direct or indirect interest in another vendor. This determination shall be at a hearing before the Health Officer.

§175-11. Use of Streets and Sidewalks for Itinerant Food Catering Devices (Push Carts); Exemption for Physically Disabled Persons.

- A.** No person conducting, operating or maintaining an itinerant food catering device, except an itinerant food catering device operator as provided for in §175-13(B), shall be permitted to remain in any location for a period exceeding 120 minutes. At the conclusion of 120 minutes, device operators shall be required to move 150 feet.
- B.** Physically disabled persons.
- (1) An exemption to the 120-minute regulation shall apply to physically disabled persons who have been issued a specific itinerant food catering device identification card by the Division of Health. The exemption to the regulation shall not apply to any person operating a device on behalf of the physically disabled person. Said exemption shall only apply to one device operated by the physically disabled person personally. The physically disabled person shall not have an exemption for any more than one device. In the event that the physically disabled person is not personally operating that device, then the exemption to the regulation shall not apply.
- (2) Applicants for physically disabled persons exemptions shall furnish a verification card from the New Jersey Motor Vehicle Commission. Additionally, a certification is required by a physically disabled person in order to qualify for the exemption to the regulation which shall contain the precise nature of the disability and shall not be in general terms. It shall also contain a prognosis by the doctor as to the length of time that such disability will exist. A new doctor's certification obtained pursuant to a current or recent examination shall be presented annually with the application for any renewal of a license to a physically disabled person. A copy of this certification shall be filed with the City Clerk at the time of application.
- C.** The provisions of these regulations shall be enforced by the Police Department and the Division of Health.
- D.** No itinerant food catering device (non-motorized) shall be operated in any area where parking of motor vehicles is prohibited, restricted or regulated. Such areas shall include, but not be limited to, bus stops, taxi stands, fire hydrants, parking metered areas, loading zones, areas where parking is prohibited, such as 25 feet from the corner or crosswalk, areas reserved for physically handicapped motor vehicle operators, crosswalks, driveways, any other areas so restricted, prohibited or regulated for the parking of motor vehicles, and all other parking prohibitions pursuant to N.J.S.A. 39:4-138.
- E.** Zones Where Operation is Prohibited: Journal Square and Newport Redevelopment Plan Area, which includes:
- (1) Thomas Gangemi Drive: Luis Munoz Marin Blvd. To Washington Blvd.
 (2) Washington Boulevard: Thomas Gangemi Dr. To 18th St.
 (3) 18th Street: Washington Blvd. To Luis Munoz Marin Blvd.
 (4) Town Square Place: Washington Blvd. To River Drive South
 (5) River Drive South: Town Square Place to Newport Parkway
 (6) Newport Parkway: 11th Street Viaduct to River Drive South
 (7) 14th Street: Luis Munoz Marin Blvd. To Washington Blvd
 (8) North Garage.

§175-12. Use of Streets by Itinerant Food Catering Trucks.

- A.** For reasons of mitigating the obstruction of the flow of pedestrian and vehicle traffic, no person conducting, operating or maintaining an itinerant food catering truck shall be permitted to sell food or drink within two-hundred (200) feet of any restaurant as defined in Chapter 345-6. No food trucks shall be permitted to remain in any location for a period

exceeding 120 minutes. Upon the expiration of 120 minutes, trucks are expected to move one-quarter of a mile from their previous location. The provisions of this section shall be enforced by the Police Department and the Division of Health.

B. No itinerant food catering truck shall be operated in any area where parking of motor vehicles is prohibited, restricted or regulated. Such areas shall include, but not be limited to, sidewalks, bus stops, taxi stands, fire hydrants, parking metered areas, loading zones, areas where parking is prohibited, such as 25 feet from the corner or crosswalk, areas reserved for physically handicapped motor vehicle operators, crosswalks, driveways, any other areas so restricted, prohibited or regulated for the parking of motor vehicles, all other parking prohibitions pursuant to N.J.S.A. 39:4-138.

C. All itinerant food catering trucks shall have displayed prominently, in addition to the itinerant food catering truck metal placard, upon the truck, the name and address of the owner, lessee and/or lessor of the vehicle. Said information shall be in letters and numbers no less than three inches in height in accordance with N.J.S.A. 39:4-46.

D. Zones Where Operation Is Prohibited.- Journal Square and any Special Improvement District, including but not limited to, Journal Square, Central Avenue, Newark Avenue and Newport Redevelopment Plan Area, which includes:

- (1) Thomas Gangemi Drive: Luis Munoz Marin Blvd. To Washington Blvd.
- (2) Washington Boulevard.: Thomas Gangemi Dr. To 18th St.
- (3) 18th Street: Washington Blvd. To Luis Munoz Marin Blvd.
- (4) Town Square Place: Washington Blvd. To River Drive South
- (5) River Drive South: Town Square Place to Newport Parkway
- (6) Newport Parkway: 11th Street Viaduct to River Drive South
- (7) 14th Street: Luis Munoz Marin Blvd. To Washington Blvd
- (8) North Garage.

E. Truck Size Restrictions- Trucks shall not exceed 37 feet long and 8 feet wide.

§175-13. Violations and Penalties

A. Anyone violating any of the provisions of this Article shall be punishable as provided in Chapter 1, General Provisions, §1-25. In the event that an offense is a continuing one, then each day such offense continues shall be deemed a separate and distinct offense and shall be punishable as such as provided herein and by provisions of N.J.A.C. (8:24)- Chapter 24 of the State Sanitary Code. Where the offense is a continual one, only one summons and complaint need be issued, provided that there is stated on such documents the charge that each day the violation continues shall be a separate and distinct offense.

B. In addition to the penalties set forth herein, any person operating an itinerant food catering device or truck who violates any provisions of this Article, the device or truck which is being operated as such shall be impounded by either the police or the Division of Health as the case may be. In the event that any such establishment is impounded, the device or truck may be redeemed by the person upon payment of the cost of impounding and the storage charges established by the Department of Police. Said storage charge and cost of impounding shall be the same as are established for the impounding of motor vehicles.

§175-14. License Revocation or Suspension.

A. The license of a person who violates any provision of this Article may be revoked, suspended, or they may be fined for violation of this Article or the provisions of N.J.A.C. (8:24)- Chapter 24 of the State Sanitary Code after hearing upon 10 days' notice served upon the licensee. Said notice shall contain the specific provision of this Article or N.J.A.C. Chapter 24, which has been violated and the specifications which shall constitute the violation. The Health Officer and the Chief Registered Environmental Health Specialist, shall conduct the hearings upon any offenses. Licenses may be revoked or suspended for any violation of the Article or for any repeated violations thereof. Any licensee of an itinerant food catering device or truck whose license has been revoked shall not be qualified to receive a new license or have said license restored to said person.

B. Any licensee who is charged with a violation shall have the right to be represented by an attorney and said facts shall be stated on the notice served upon him.

C. Any licensee whose license has been revoked or suspended shall have a right to appeal such revocation or suspension to a court of competent jurisdiction in accordance with the rules of the Courts of the State of New Jersey.

B. The following amendments to Chapter 160 (Fees and Charges) of the Jersey City Municipal Code are adopted:

Fees and Charges

§160-1. Fee Schedule Established.

A. Through O. No Change.

**REPEALED
160-1 (P)**

P. Chapter 175, Food-Handling Establishments.

(1) No Change.

(2) Article II, Itinerant Eating and Drinking Establishments Catering Food Devices and Food Catering Trucks.

~~[(a) Annual license fee for itinerant eating and drinking establishments: \$250.
(b) License fee for itinerant catering establishments: \$100.]~~

- (a) For 2011: \$200;
- (b) For 2012: \$200;
- (c) For 2013: \$500;
- (d) For 2014; and
thereafter: \$600

(3) No Change.

(4) No Change.

Q. Through UU. No Change.

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

D. 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.

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

F. 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: New matter is underlined; deleted matter in [brackets] For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

AV/ip
5/16/12

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required
Not Required



CITY OF JERSEY CITY

Office of the Corporation Counsel

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Jersey City, New Jersey 07302
Telephone: (201) 547-4667
Fax: (201) 547-5230

Jerramiah Healy, Mayor

Bill Matsikoudis, Corporation Counsel

May 17, 2012

Council President and Members of the Municipal Council
City Hall-280 Grove Street
Jersey City, NJ 07302

**Re: Amendments to Chapter 175 of the Jersey City Municipal Code-
"Itinerant Catering Ordinance"**

Dear Council President and Members of the Municipal Council:

Presented for your review and consideration are amendments to Chapter 175-8, et seq. of the Jersey City Municipal Code, which is known as the "Itinerant Catering Ordinance". I have provided a detailed background and insight into the process leading to the amended ordinance before you back in April of 2011, so I will simply address significant modifications from the last version presented to you back in November of 2011.

First, since we are proposing the amended ordinance in May of this year and because the ordinance will impose additional burdens on vendors, it makes sense to avoid having vendors, the City Clerk's Office, and the Division of Health go through the licensing application process twice within 6 months. Accordingly, licensing will be offered for both the remainder of 2012 and 2013. Therefore, vendors will not have to apply to renew their licenses until January of 2014.

Next, due to the fact that the number of licenses issued will not be restricted, the necessity of a waiting list under 175-9.1, the display of a metal placard under 175-11, and the transfer procedure enumerated in 175-12 shall be eliminated.

Trucks and devices will be prohibited from operating on private property under 175-9.3 (H) and physically disabled persons under 175-13 (B) will be required to provide proof of said disability from the NJ Motor Vehicle Commission.

Finally, the fees under Chapter 160 shall be \$200 for the remainder of 2012, \$500 for 2013, and \$600 for 2014 and beyond.

~~Very truly yours,~~

**WILLIAM MATSIKLOUDIS
CORPORATION COUNSEL**