

1st reading
9-3-14
Z-309
①

Sponsored by:
Seconded by:

CITY OF HOBOKEN
ORDINANCE NO.: Z-309

AN ORDINANCE AMENDING THE NORTHWEST REDEVELOPMENT PLAN AND APPENDIX A OF CHAPTER 196 OF THE CODE OF THE CITY OF HOBOKEN

WHEREAS, by Ordinance adopted May 20, 1998, the City Council of the City of Hoboken (“City Council”) adopted a Redevelopment Plan known as the Northwest Redevelopment Plan for the redevelopment of an area in the City of Hoboken known as the Northwest Industrial Area (“Northwest Redevelopment Plan”), which was determined to be an area in need of redevelopment pursuant to the Local Redevelopment and Housing Law (“Redevelopment Law”), N.J.S.A. 40A:12A-1 et seq.;

WHEREAS, the Northwest Redevelopment Plan is reprinted in Appendix A of Chapter 196 of the Code of the City of Hoboken; and

WHEREAS, the real property located at Block 100, Lot 10 on the tax map of the City of Hoboken, otherwise known as 1024 Adams Street, is situated within the Northwest Industrial Area; and

WHEREAS, the City Council has prepared certain proposed amendments to the Northwest Redevelopment Plan, which proposed amendments are in furtherance of the redevelopment of the Northwest Industrial Area; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-7, the proposed amendments to the Northwest Redevelopment Plan were referred to the Planning Board for review and recommendations; and

WHEREAS, the City Council has reviewed and considered the recommendations of the Planning Board regarding the proposed amendments to the Northwest Redevelopment Plan; and

WHEREAS, the proposed amendments to the Northwest Redevelopment Plan meet the statutory requirements of, and can be adopted in consistency with, the applicable provision of the Redevelopment Law.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Hoboken as follows:

SECTION ONE: AMENDMENT

The “Zone 1” portion of the Northwest Redevelopment Plan is hereby amended to read as follows; deletions to the current ordinance are noted in ~~strike through~~, additions to the current ordinance are noted in underline:

**196 Zoning
Attachment 1
City of Hoboken
Appendix A - Redevelopment Plan for the Northwest Industrial Area**

Zone 1
[Amended 10-4-2006 by Ord. No. DR-275;
12-6-2006 by Ord. No. DR-285; 12-7-2011 by Ord. No. Z-146; 6-19-2013 by Ord. No. Z-243]

The following blocks will be permitted to have residential buildings: (Blocks B.88; B.89; B.95; B.99; B.100; B.103; Lots 1-6 & 27-32; B.104; B.109; B.110; B.114: Lots 1-13, 20-33, and parts of Lots 14-17 consisting of the southerly one-third 25 feet of these lots; B.115: Lots 1-14 & 19-32; B.150; B.151; B.156).

Sub-Area 1: All Sites With The Exception of Block 95, Lots 11-16 and 17-18 and Block 100, Lot 10

Where a redeveloper chooses to combine residential use with permitted nonresidential principal uses such as community facility or office or commercial recreation in a single building, all residential use— except for lobby access – must be located on floors above the other uses and have separate secure entrances. In such a case the floor area of each use must be prorated relative to the site. Such prorating shall also apply to instances where preexisting nonresidential buildings remain, whether for continued nonresidential use or renovated for residential use. Residential floor area may abut parking areas which are physically separated but technically on the same level. Maximum building height shall be the maximum permitted for residential use and all residential floors shall have rear yards as required for residential buildings. See bulk regulations in Table 1: “Sub-Area 1, Building Design”.

Where such a mixed-use building directly abuts an off-site residential development, the design shall be evaluated by the Planning Board as to potential negative impact on the access to light and air of the adjoining building’s residential floors.

Sub-Area 2: Block 95, Lots 11-16

Where the redeveloper of Block 95, lots 11-16 proposes to create a mixed-use building which includes a music recording studio with special requirements for sound insulation, the following special conditions shall apply: in addition to the base 3.0 FAR permitted for residential use on the site, the redeveloper may also create up to 1.55 FAR of space for such music recording studio and its ancillary space (including transient overnight accommodations as approved previously by the Zoning Board of Adjustment) provided that for every 2.0 square feet of commercial space built, a minimum of 1.0 square feet of programmable public space is also built on-site. It is further provided that so long as at least 12,000 square feet of public space is built, for each 1.0 square feet of public space created, the builder may also create 1.0 square feet of additional residential floor area beyond the base 3.0 FAR. In no event, shall the total number of dwelling units created for the entire site exceed the maximum permitted at the base 3.0 FAR. Special bulk and parking regulations and urban design guidelines for this site can be found following the standard zone regulations immediately below. See bulk regulations in Table 2: “Sub-Area 2, Building Design”.

Where such a mixed-use building directly abuts an off-site residential development, the design shall be evaluated by the Planning Board as to potential negative impact on the access to light and air of the adjoining building’s residential floors.

Sub-Area 3: Block 95, Lots 17-18

The parcel identified as Block 95, Lots 17-18 constitutes a substandard sized building site within the Plan Area. Whereas the Plan requires a minimum of 10,000 sq. ft., the subject site measures 5,000 square feet as it existed at the time of the adoption of the Plan. The Council wishes to accommodate the project by permitting certain exceptions to a number of bulk regulations such as lot coverage, rear yard and related regulations, parking and floor area for corner buildings. Permitted density and building height will remain the same as in Sub-Area 1. See bulk regulations in Table 3: “Sub-Area 3, Building Design”.

Sub-Area 4: Block 100, Lot 10

The parcel identified as Block 100, Lot 10 constitutes a substandard sized building site within the Plan Area. Whereas the Plan requires a minimum site size of 10,000 sq. ft., the subject site measures 5,000 square feet as it existed at the time of the adoption of the Plan. The City Council wishes to accommodate the project by permitting certain exceptions to a number of bulk regulations such as lot coverage, rear yard and related regulations, and floor area to accommodate the size of the site and to promote larger and more three bedroom units to accommodate the demand for housing for families. Urban Design Guidelines shall apply as a whole but where a conflict appears between the Urban Design Guidelines and Table 4, Table 4 regulations shall control. Special bulk regulations for this site can be found in Table 4: "Sub-Area 4, Building Design".

Table 1: "Sub-Area 1, Building Design"

In Sub-Area 1, residential buildings shall be designed pursuant to Table 1. Note that the Urban Design Guidelines for the Plan as a whole apply to Sub-Area 1. However, where a conflict appears between the Urban Design Guidelines for the Plan and those in Table 1, Table 1 regulations shall control:

Building Height	Five residential floors 50 feet over one floor 10 feet of parking (maximum total building height 60 feet) except as varied below where residential floor area is used to mask the parking, the ground floor residential use shall not be counted as a "residential floor" so long as maximum FAR and density have not been exceeded; in such a design, the parking may occupy up to two levels so long as the parking floors are completely masked and so long as all other regulations specified herein are complied with; the ground floor height may exceed 10 feet only to the extent necessary to raise the first residential floor level to base flood elevation.
Bonus Building Height	Where stoops are provided pursuant to the bonus provisions described below, maximum total building height may exceed 60 feet: Alternate A: where stoops are provided along the north-south frontage(s) of a site at least once every 50 feet, floor-to-floor heights may be increased to 11 feet; no fewer than two such stoops per north-south frontage may be provided to qualify for the bonus; in such a case, maximum building height is 65 feet; if a parapet is required by BOCA or local Fire Department regulations, it shall not exceed in height the minimum required. Alternate B: where residential floor area is used to mask parking floors and stoops are provided along the north-south frontage(s) of a site at least once every 50 feet, floor-to-floor heights may be increased to 11 feet; the ground floor height may exceed 10 feet only to the extent necessary to raise the first residential floor level to base flood elevation or to create a minimum four-step stoop; no fewer than two such stoops per north-south frontage may be provided to qualify for the bonus; if a parapet is required by BOCA or local Fire Department regulations, it shall not exceed in height the minimum required.

Residential buildings in Block 104, Lots 13 to 21 only within Zone 1 may be designed with an alternate Building Height as follows:

Building Height Five residential floors 50 feet over one floor 16 feet of parking (maximum total building height 66 feet) except as varied below where residential floor area is used to mask the parking, the ground floor residential use shall not be counted as a "residential floor" so long as maximum FAR and density have not been exceeded; in such a design, the parking may occupy up to two levels so long as the parking floors are completely masked and so long as all other regulations specified herein are complied with; the ground floor height may exceed 16 feet only to the extent necessary to raise the first residential floor level to base flood elevation.

Bonus Building Height Where stoops are provided pursuant to the bonus provisions described below, maximum total building height may exceed 66 feet: Alternate A: where stoops are provided along the north-south frontage(s) of a site at least once every 50 feet, floor-to-floor heights may be increased to 11 feet; no fewer than two such stoops per north-south frontage may be provided to qualify for the bonus; in such a case, maximum building height is 71 feet; if a parapet is required by BOCA or local Fire Department regulations, it shall not exceed in height the minimum required. Alternate B: where residential floor area is used to mask parking floors and stoops are provided along the north-south frontage(s) of a site at least once every 50 feet, floor-to-floor heights may be increased to 11 feet; the ground floor height may exceed 16 feet only to the extent necessary to raise the first residential floor level to base flood elevation or to create a minimum four-step stoop; no fewer than two such stoops per north-south frontage may be provided to qualify for the bonus; if a parapet is required by BOCA or local Fire Department regulations, it shall not exceed in height the minimum required.

Floor Area Ratio 3.0 for residential floor area; to be calculated using only those lots located within the residential zone boundary to be used for the residential structure (except as varied below).

Bonus FA: Where public recreation space is created within the footprint of the residential structure or on adjacent lots within the residential zone boundaries (unless granted special exception by the City Council), the builder may add an equivalent amount of floor area to the building in the form of one penthouse level occupying no more than half the area of the roof below and set back a minimum of 10 feet from the front facade subject to the following controls:
The public recreation space may be no smaller than 50 feet by 50 feet in size if open, 25 feet by 25 feet if enclosed.
Penthouse may not rise higher than 10 feet above maximum building height permitted for the site.

Corner Buildings: Any residential building which "wraps around" a corner may exceed the maximum floor area permitted for the principal portion of that structure only to the extent necessary to allow such building structure to be located anywhere within a square defined by a line drawn 70 feet

along the lot lines extending in each direction from the street intersection and two perpendicular lines drawn to connect them, provided that all setback, density and parking requirements have been met; also see lot coverage exception.

Density: Maximum dwelling units permitted on the site shall be calculated by dividing permitted FA (to be calculated at 3.0 as described above – whether the site is an interior or corner location) by 1,000; bonus FA may be translated into additional dwelling units by dividing it by 1,000.

Lot coverage: 60% for the residential portion of building (except on corner sites as described in the discussion of building depth and rear yards; see Urban Design Guidelines: General Building Bulk and Yard Requirements).

90% for parking level up to 10 feet above grade as required for second level as described above.

Parking: One space for each dwelling unit except for bonus units; no spaces required for public recreation space or any publicly accessible activity areas required in the building base so long as no individual activity area exceeds 1,000 square feet gross.

Table 2: "Sub-Area 2, Building Design"

In Sub-Area 2, where the redeveloper proposes to create a mixed-use building which includes a music recording studio and its ancillary space (including transient overnight accommodations as approved previously for this site by the Zoning Board of Adjustment) with special requirements for sound insulation, the following special regulations shall apply (note: hereinafter, such development will be referred to as "studio"):

Building Height: One building mass may contain up to six residential floors (maximum: 60 feet) which may be increased by a seventh partial floor (up to a maximum: 70 feet in height) if bonus floor area is granted, supported over a base building which contains no more than one level of parking and one or two levels of studio space (maximum total height: 30 feet) separated by an open volume of space not to exceed 13 feet in height. Maximum height of the entire mixed-use structure may not exceed 112 feet to the top of the roof slab.

Floor Area Ratio: 3.0 for residential floor area; additional floor area pursuant to the bonus described below:

Bonus FA: In addition to the base 3.0 FAR permitted for residential use on the site, the redeveloper may also create up to 1.55 FAR of space for the studio provided that for every 2.0 square feet of studio space built, a minimum of 1.0 square feet of programmable public space shall be built onsite. It is further provided that so long as at least 12,000 square feet of public space is built, for each 1.0 square feet of public space created, the

builder may also create 1.0 square feet of additional residential floor area beyond the base 3.0 FAR.

- Density: Maximum dwelling units permitted on the site shall be calculated by dividing permitted base FA by 1,000 (to be calculated at 3.0 FAR). In no event, even if bonus floor area, is granted, shall the total number of dwelling units created exceed the maximum permitted at the base 3.0 FAR
- Lot coverage: 60% for the residential portion of the building
100% for the base building containing the parking and the music recording studio up to 30 feet above grade as required
- Parking: Five spaces for the music studio (pursuant to the previous variance granted); 0.5 spaces for each dwelling unit; no spaces required for public recreation space or any publicly accessible activity areas provided in the building base
- Urban Design Guidelines: The following regulations apply specifically to Sub-Area 2; where a conflict appears between these and the Urban Design Guidelines for the Plan as a whole, the following regulations shall control:
- General Building Bulk and Yard Requirements:
 - Minimum front yard setback from north-south street: zero feet
 - Minimum side street setback from east-west street: zero feet
 - Building Base Design:
 - Door/Window/Stoop frequency: every 80 feet on Madison Street; every 50 feet on Tenth Street
 - Windows: see activity areas
 - Parking and Parking Design:
 - Window openings: may be satisfied per streetscape requirements (see below)
 - Garage roof may be developed for public recreation use (see below)
 - Streetscape Requirements:
 - Street trees: single row of trees every 25 feet on all streets
 - Activity areas; activity area requirement may be satisfied by provision of interactive glass wall extending not less than 50% of the length of each street facade at sidewalk level
 - Public Recreation Space:
 - Design, availability and programming to be approved by the City's Department of Cultural Affairs in conjunction with the Department of Community Development with permanent public easements per Corporation Counsel
 - Whereas the proposed public space occupies the 30% of the site normally attributed to required private open space, the roof above the topmost residential floor shall be developed as a "green" roof which shall allow access to tenants

Table 3: "Sub-Area 3, Building Design"

In Sub-Area 3, residential buildings shall be designed pursuant to Table 3. Note that the Urban

Design Guidelines for the Plan as a whole apply to Sub-Area 3. However, where a conflict appears between the Urban Design Guidelines for the Plan and those in Table 3, Table 3 regulations shall control:

Site size, minimum	5,000 sq. ft.
Front yard, minimum	none required
Side-street setback	none required from east-west streets
Rear yard, minimum	20 ft.
Rear wall, maximum	80 ft. from front lot line
Building Height	See Sub-Area 1
Bonus Building Height	See Sub-Area 1
Floor Area Ratio	3.0 for residential floor area; to be calculated using only those lots located within the residential zone boundary to be used for the residential structure (except as varied below).
Bonus FA:	See Sub-Area 1
Corner Buildings:	Any residential building which "wraps around" a corner may exceed the maximum floor area permitted for the principal portion of that structure only to the extent necessary to allow such building structure to be located anywhere within a square defined by a line drawn 80 feet along the lot lines extending in each direction from the street intersection and two perpendicular lines drawn to connect them.
Density:	Maximum dwelling units permitted on the site shall be calculated by dividing permitted FA (to be calculated at 3.0 as described above – whether the site is an interior or corner location) by 1,000; bonus FA may be translated into additional dwelling units by dividing it by 1,000.
Lot coverage:	70% for the residential portion of building; see Urban Design Guidelines: General Building Bulk and Yard Requirements). 90% for parking level up to 10 feet above grade as required for second level as described above.
Parking:	One space for each of the first twelve dwelling units except for bonus units; no spaces required for public recreation space or any publicly accessible activity areas required in the building base so long as no individual activity area exceeds 1,000 square feet gross.

Table 4: "Sub-Area 4, Building Design"

The following regulations apply specifically to Sub-Area 4:

<u>Minimum Site Size</u>	<u>5,000 sq. ft.</u>
<u>Front yard, minimum</u>	<u>Minimum front yard setback from east-west street: zero feet</u>
<u>Side yard, minimum</u>	<u>Minimum side yard setback from north-south street: zero feet</u>
<u>Rear yard, minimum</u>	<u>No required setback on first floor parking level in order to accommodate required parking on substandard sized lot. All floors above first floor parking level to have 30 ft. measured from the interior corner of the lot not abutting the street.</u>
<u>Rear wall, maximum</u>	<u>No maximum on first floor parking level in order to accommodate required parking on substandard sized lot.</u>

80 ft. from front lot line on 11th Street for all floors above first floor parking level, where main entrance/lobby to the building is on 11th Street.

Streetscape Requirements: Street trees: single row of trees every 25 feet on north-south streets.

Building Height Five residential floors 55 feet over one floor 12 feet of parking (maximum total building height 67 feet) except as varied below regarding bonus building height to provide for larger and more three bedroom units to accommodate the demand for housing for families.

Bonus Building Height: If the project contains more than 50% of the units as 3 bedroom or larger units to accommodate family sized units, an additional residential floor may be permitted. In such case, six residential floors 67 feet over one floor 12 feet parking (maximum total building height 79 feet).

Floor Area Ratio 3.0 for residential floor area; to be calculated using only those lots located within the residential zone boundary to be used for the residential structure (except as varied below).

Bonus FA: In addition to the base 3.0 FAR permitted for residential use on the site, if the project contains more than 50% of the units as 3 bedroom or larger units, to provide the footprint necessary to accommodate family sized units, the redeveloper may also create up to an additional 1.70 FAR within the site. The total FAR is not to exceed 4.70.

Density: Maximum dwelling units permitted on the site shall be calculated by dividing permitted FA (to be calculated at 3.0 as described above – whether the site is an interior or corner location) by 1,000; bonus FA may not be translated into additional dwelling units.

Lot coverage: 82% for the residential portion of building.
100% for the first floor containing the parking.

Urban Design Guidelines:

Bay Windows: Bay window encroachments into the north-south street setback area may be below a height of 10 feet above grade. Bay windows may encroach onto the east-west street setback area at 40 feet above grade. Bay window and Movable Window Screening may extend and encroach a maximum of 40" into the street right of way.

Parking: A minimum of one space for each dwelling unit.

SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS

All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only to the extent of such conflict or inconsistency, it being the legislative intent that all such ordinances or part of ordinances now existing or in effect unless the same are in conflict or inconsistent with any provision of this Ordinance shall remain in effect.

SECTION THREE: SEVERABILITY

The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not effect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand not withstanding the invalidity of any part.

SECTION FOUR: EFFECTIVE DATE

This Ordinance shall take effect upon passage and publication as provided by law.

SECTION FIVE: CODIFICATION

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

The City Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hoboken in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

Date of Introduction: September 3, 2014

Approved:

Approved as to Legal Form:

Quentin Wiest, Business Administrator

Mellissa Longo, Corporation Counsel

RECORD OF COUNCIL VOTE ON 1ST READING				
Councilperson	Yea	Nay	Abstain	No Vote
Councilman Bhalla	/			
Councilwoman Castellano	/			
Councilman Cunningham	/			
Councilman Doyle	/			
Councilwoman Mason	/			

Councilman Mello	/			
Councilman Occhipinti		✓		
Councilman Russo	✓			
Council President Giattino	✓			

RECORD OF COUNCIL VOTE ON 2 ND READING				
Councilperson	Yea	Nay	Abstain	No Vote
Councilman Bhalla				
Councilwoman Castellano				
Councilman Cunningham				
Councilman Doyle				
Councilwoman Mason				
Councilman Mello				
Councilman Occhipinti				
Councilman Russo				
Council President Giattino				

I do hereby certify that the foregoing is a true and correct copy of an ordinance duly adopted by the City Council of the City of Hoboken, in the County of Hudson on this ____ day of _____, 2014.

James Farina, City Clerk

Approved by the Mayor of the City of Hoboken on the ____ day of _____, 2014.

Dawn Zimmer, Mayor

-or-

Vetoed by the Mayor for the following reasons:

②

1st reading

9-3-14

Sponsored by:

Paula King

Seconded by:

David...

CITY OF HOBOKEN
ORDINANCE NO. Z-310

2-310

AN ORDINANCE AMENDING CHAPTER 190 ENTITLED "VEHICLES AND TRAFFIC" TO ADD LEGISLATION REGARDING ALLOWING FOR CERTAIN LOADING ZONES TO BE UTILIZED EXCLUSIVELY AS VALET LOADING ZONES FOR THE PERIOD OF A VALET PARKING PILOT PROGRAM WITHIN THE CITY OF HOBOKEN

WHEREAS, Chapter 190 of the General Code of the City of Hoboken establishes the rules and regulations associated with traffic control, including bicycles; and,

WHEREAS, the municipality has found that specific sections of Chapter 190 currently require amendments in order to properly effectuate a Valet Parking Pilot Program in Downtown Hoboken; and,

NOW, THEREFORE, the City Council of the City of Hoboken does hereby Ordain as follows (additions noted in underline, deletions noted in strikethrough):

SECTION ONE: AMENDMENTS TO HOBOKEN CODE CHAPTER 190

Chapter 190. VEHICLES AND TRAFFIC

Article V. Loading Zones

§ 190-11.1 Valet Loading Zones Designated.

B. Valet Parking Pilot Program: These locations shall be designated exclusively for the use of the City authorized valet service provider during the periods set forth herein, and this Section 190-11.2 shall supercede the provisions of Section 190-11.1 to the extent inconsistent, during the times herein described; at all other times. This, Hoboken Code Section 190-11.2 is temporary in nature, for the purpose of the Valet Parking Pilot Program, and shall automatically expire and be removed from the Hoboken City Code at 12:01AM on January 9, 2015.

<u>Name of Street</u>	<u>Times</u>	<u>Sides</u>	<u>Location</u>
<u>Hudson Place</u>	<u>7:00 p.m. to 3:00 a.m. (of next day) Thursday and Friday, and 11:00 a.m. to 3:00 a.m. (of next day) Saturday and Sunday</u>	<u>South</u>	<u>Beginning at a point 55 feet east of the easterly curbline of Hudson Street and extending 40 feet easterly therefrom</u>

Second Street 7:00 p.m. to 3:00 a.m. (of next day) Thursday and Friday, and 11:00 a.m. to 3:00 a.m. (of next day) Saturday and Sunday North Beginning at a point 35 feet east of the easterly curblineline of Washington Street and extending 40 feet easterly therefrom

**The remainder of Article V shall remain unchanged.

SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS

All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only to the extent of such conflict or inconsistency, it being the legislative intent that all such ordinances or part of ordinances now existing or in effect unless the same are in conflict or inconsistent with any provision of this Ordinance shall remain in effect.

SECTION THREE: SEVERABILITY

The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remain in effect; it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION FOUR: EFFECTIVE DATE

This Ordinance shall take effect immediately upon passage and publication as provided by law.

SECTION FIVE: CODIFICATION

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

The City Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hoboken in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

SECTION SIX: STATE REVIEW AND SIGNAGE

This ordinance immediately upon adoption, shall be forwarded by the Clerk to NJDOT for review and approval. Thereafter, the signs and signals division is authorized to place signage as approved and authorized by the DOT.

Date of Introduction: September 3, 2014

Introduction:

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/			
Theresa Castellano	/			
Jen Giattino	/			
James Doyle	/			
Elizabeth Mason	/			
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Peter Cunningham	/			

Final Reading:

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
James Doyle				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
Peter Cunningham				

Approved as to Legal Form:

Mellissa Longo, Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of ____, 2014

James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

-or-
Approved by the Mayor
On the ____ day of ____, 2014

Dawn Zimmer, Mayor

(3)

1st reading 9-3-14

Sponsored by: [Signature]
Seconded by: [Signature]

CITY OF HOBOKEN
ORDINANCE NO.: Z-311

AN ORDINANCE TO AMEND CHAPTER 46 ENTITLED "LEASE AGREEMENTS" TO INCLUDE A LEASE AGREEMENT BETWEEN THE CITY OF HOBOKEN AND QUEEN MARGHERITA INC. d/b/a QUEEN MARGHERITA EXPRESS FOR THE USE AND MAINTENANCE OF THE SINATRA PARK CAFÉ

WHEREAS, the City of Hoboken owns and maintains a public park located within Hoboken that is known as Sinatra Park, and contained within that park is a building and patio areas related thereto that are commonly known as "Sinatra Park Café" (hereinafter referred to as the "Property"); and

WHEREAS, the Property is Green Acres-funded parkland that is governed by the New Jersey Department of Environmental Protection (the "NJDEP") and bound by regulations promulgated by the NJDEP; and

WHEREAS, the City and Queen Margherita Inc. d/b/a Queen Margherita Express understand that the NJDEP must give final approval of the terms of any lease agreement between the City and Queen Margherita Express;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hoboken that Chapter 46 of the Administrative Code of the City of Hoboken shall be amended as follows (additions noted in underline; deletions noted in strikethrough):

SECTION ONE: AMENDMENTS

§ 46-3 Execution of Sinatra Park Café Lease Agreement with Queen Margherita Inc. d/b/a Queen Margherita Express.

The Mayor is hereby authorized to enter into and execute the herein lease agreement (Exhibit A), and same shall become part of the Hoboken Administrative Code for the term of the Lease.

SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS

All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only however, to the extent of such conflict or inconsistency, it being the legislative intent that all ordinances or part of ordinances now existing or in effect unless the same being conflict or are inconsistent with any provision of this Ordinance shall remain in effect.

SECTION THREE: SEVERABILITY

The provisions of this Ordinance are declared to be severable, and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not effect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remain in effect; it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION FOUR: EFFECTIVE DATE

This Ordinance shall take effect upon passage and publication as provided by law.

SECTION FIVE: CODIFICATION

This Ordinance shall be a part of the code of the City of Hoboken as though codified and fully set forth therein. The City Clerk shall have this Ordinance codified and incorporated in the official copies of the Code.

The City Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hoboken in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

Date of Introduction: September 3, 2014

Introduction:

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/			
Theresa Castellano	/			
Jen Giattino	/			
James Doyle	/			
Elizabeth Mason	/			
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Peter Cunningham	/			

Final Reading:

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
James Doyle				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
Peter Cunningham				

Approved as to Legal Form:

Vetoed by the Mayor for the following reasons: _____

Mellissa Longo, Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2014

-or-
Approved by the Mayor
On the ____ day of _____, 2014

James Farina, City Clerk

Dawn Zimmer, Mayor

EXHIBIT A

**FORM LEASE AGREEMENT BETWEEN
THE CITY OF HOBOKEN AND QUEEN MARGHERITA INC. D/B/A
QUEEN MARGHERITA EXPRESS
FOR SINATRA PARK CAFÉ**

SINATRA PARK CAFÉ
LEASE AGREEMENT

This **LEASE AGREEMENT** (the "Agreement") is hereby made and entered into this **15th** day of **November, 2014** (hereinafter referred to as the "Effective Date"), by and between the **CITY OF HOBOKEN**, Hudson County, New Jersey (on behalf of the General Public), whose address is 94 Washington Street, Hoboken, New Jersey 07030 (hereinafter referred to as the "**LANDLORD**") and Queen Margherita Inc. d/b/a Queen Margherita Express, a corporation, having a principal business address of 246 Washington Avenue, Nutley, New Jersey 07110-1924 (hereinafter referred to as the "**TENANT**").

WITNESSETH

WHEREAS, the LANDLORD owns and maintains a public park known as Sinatra Park, and contained within that park is a building and patio areas related thereto that is commonly known as "Sinatra Park Café" which is located on Block 258, Lot 2 and Block 233 Lot 1 (hereinafter referred to as the "Property"); and

WHEREAS, the TENANT desires to use the Property for the purposes of offering food and drinks to the general public, including those using Sinatra Park; and

WHEREAS, the LANDLORD determined that the TENANT was the highest responsible and responsive bidder to lease the Property pursuant to the Local Public Contracts Law; and

WHEREAS, the LANDLORD desires to grant the TENANT a lease for the aforementioned purpose; and

WHEREAS, pursuant to the New Jersey Local Lands and Buildings Law, the City Council of the City of Hoboken enacted an ordinance permitting said lease between the LANDLORD and the TENANT; and

WHEREAS, the Property is Green Acres-funded parkland that is governed by the New Jersey Department of Environmental Protection (the "NJDEP") and bound by regulations promulgated by the NJDEP;

NOW, THEREFORE, for and in consideration of the terms, conditions and mutual covenants contained herein, the LANDLORD and the TENANT hereby agree as follows:

1. Term and Renewal. For the period beginning on the Effective Date of this Agreement until the **14th** day of **November, 2019 [the first five years of the lease]** ("Initial Lease Term"), the LANDLORD hereby allows the TENANT, its officers, agents, servants, employees, volunteers and/or assigns the right, privilege and license to use the Property to operate an outdoor waterside eatery that provides food and beverages, including certain types of liquor, to the public. At the end of the Initial Lease Term, this Agreement shall continue on a year-to-year basis for an additional five (5) years subject to the terms and conditions set forth herein (the "Extended Lease Term"). Any renewal of

the Agreement requires prior approval by the NJDEP pursuant to N.J.A.C. 7:36-25.13(b) 5. The TENANT understands that the Initial Lease Term and the Extended Lease Term, when added together, cannot exceed ten (10) years. The TENANT also understands that this Agreement is subject to N.J.A.C. 7:36-25.13.

2. Restrictions on Use.

(a) The TENANT understands that it must adhere to the terms of the Agreement, the requirements of N.J.A.C. 7:36 regarding the Green Acres Program and any deed restrictions pertaining to Sinatra Park, and the TENANT also understands that any activities conducted on or in the Property are governed by the terms of the Agreement, the requirements of N.J.A.C. 7:36 regarding the Green Acres Program and any deed restrictions pertaining to Sinatra Park.

(b) The TENANT understands that it may not conduct any business from the Property except for food/drink service as enumerated in the Bid Specifications, which are incorporated by reference into this Agreement.

(c) The TENANT understands that it is expressly prohibited from operating any type of video games or other mechanical amusement games, any ATM machines, lotteries or games of chance of any kind, and any political activities of any kind on the Property.

(d) The TENANT understands that the restrooms on the Property must be open to the public daily from 9 a.m. to 10 p.m. The TENANT understands that the Property must be open for business from 10 a.m. to 10 p.m. every day, except as is noted in the TENANT's bid specifications and stated in Exhibit A of this Agreement, which will not reduce the amount of rent that the TENANT must pay to the LANDLORD. The Property must be open to the public year-round.

3. Rent. The LANDLORD and the TENANT agree the rent to lease the Property shall be Five Thousand One Hundred Dollars (\$5,100.00) per month, which constitutes Sixty One Thousand Two Hundred Dollars (\$61,200.00) per year. The TENANT understands that if the option to extend this Agreement is exercised by the LANDLORD pursuant to Paragraph 1, the annual rental rate will be the rate of year five (5) from the TENANT's successful bid proposal, subject to an annual increase, to be assessed beginning the first day of each lease year, in accordance with the Consumer Price Index then in effect from the New York/Northern New Jersey region; however, under no circumstances shall the annual rental rate be decreased during the option to extend.

4. Security. The TENANT shall deposit with the LANDLORD a security deposit representing three months rental payments, which has been provided as part of TENANT's bid documents. The security deposit shall be held by the LANDLORD in a non-interest bearing account for the lease term. The security deposit shall be returned to the TENANT at the termination of the Agreement, subject to deductions for: (1) maintenance and repair work resulting from the TENANT's use of the premises; (2) fees and rental payments unpaid; (3) damages incurred by the LANDLORD as a result of TENANT's breach of any of the terms of the Agreement.

5. Additional Rent/Costs. The LANDLORD will provide water, gas and electric hookups to the interior of the Property. The TENANT will be required to reimburse the LANDLORD for the gas consumption, electric consumption and water consumption on a monthly basis, which is separate and apart from the monthly lease obligations of the TENANT (hereinafter referred to as "Additional Rent"). The TENANT will be responsible for provisions for all cooking, refrigeration, and all other kitchen service equipment. The TENANT will be responsible for all kitchen and dining items necessary for its operation. The TENANT understands that it will be responsible for ensuring the inside of the Property is clean and sanitary for public use and is required to provide all cleaning services for the indoor area of the Property. The LANDLORD will provide once-daily cleaning service for the restrooms and the outdoor pavilion on the Property, but the TENANT is required to provide general upkeep of the restrooms and outside dining area when the Property is open for use.

6. Insurance. The TENANT agrees to maintain worker's compensation insurance in the amount of \$500,000.00 or greater. The TENANT agrees to maintain rental property insurance in the amount of \$1,000,000.00 per occurrence. The TENANT agrees to maintain general liability insurance in the amount of \$1,000,000.00/\$2,000,000.00. The LANDLORD will not accept self-insured plans. The TENANT agrees that the LANDLORD, including the Mayor and City Council of the City of Hoboken, and the New Jersey Department of Environmental Protection will be additional named insureds for all insurance coverage set forth herein and will provide the LANDLORD with proof of such insurance coverage prior to its occupancy of the Property. The TENANT understands that it must maintain the same insurance coverage for the benefit of the New Jersey Department of Environmental Protection that it maintains for the benefit of the LANDLORD. Furthermore, the TENANT agrees that it will maintain insurance coverage on its own property kept or maintained in or around the Property. All insurance coverage will be kept in full force and effect for the term of the lease, and the TENANT agrees that any insurance carrier used for any insurance coverage in this Paragraph 6 shall be licensed to do business in the State of New Jersey. The LANDLORD shall be notified in writing at least thirty (30) days prior to the cancellation of any insurance policy described in this Paragraph 6. Failure to maintain said insurances shall constitute a material breach of the Agreement for which the LANDLORD may immediately terminate the Agreement.

7. Maintenance. The LANDLORD provides all major and structural repairs and maintenance for the Property which is the result of general wear and tear. All other maintenance and repair work shall be borne by the TENANT. The TENANT shall be required to provide the LANDLORD with written notice of any repair or maintenance the TENANT believes to fall within the LANDLORD's responsibility. The LANDLORD shall not have any present or future liability, whether actual or consequential, resulting from maintenance and repairs which the TENANT fails to properly notify the LANDLORD of in writing.

8. Late Rental Payments. In any event where the full amount of any rental payment, including any added fees incurred, is not received on or before the fifth day of the month, the rental payment shall be considered late. A late fee of \$100.00 shall be incurred for each late payment. If the TENANT fails to pay the full rent for a period of 60 days or more, or if

the TENANT carries any balance for greater than 90 days, the LANDLORD shall have the right to terminate this Agreement immediately and take possession of the Property, and all personalities in the Property, upon written notice to TENANT. In any event where TENANT attempts to pay the rental payment by a bounced check, there shall be a bounced check fee of \$45.00. Any late payment fee or bounced check fee incurred hereunder shall be due at the time of the next scheduled rental payment. Failure to pay the bounced check fee or the late fee as part of the next scheduled rental fee shall constitute failure to pay that month's rent in full, for which additional late fees may incur.

9. Termination of Agreement. Either the LANDLORD or the TENANT may terminate this Agreement without cause upon 120 days written notice to the other party. Neither party shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an event of force majeure that arises after the Effective Date. In that instance, the affected party which is prevented from carrying out its obligations hereunder shall give notice to the other party of the occurrence of an event of force majeure upon it, and, thereafter, shall have the right to terminate the Agreement immediately. In any circumstance where an event of force majeure becomes actually known to either party and that party fails to give notice of termination of the lease within 15 days of the event, that party's right to terminate the Agreement as a result of that particular event of force majeure shall lapse.

10. Liability. The TENANT expressly acknowledges and accepts its responsibility under applicable law for loss, damage, or injury to persons or property, arising out of or resulting from the TENANT'S use and maintenance of the Property, unless, however, such claim or demand shall arise out of or result from the willful negligence or willful misconduct of the LANDLORD, its servants, agents, employees, or assigns.

11. Alterations to the Property. The TENANT agrees that it shall perform no work or alterations to the Property during the term of this Agreement without the advance, written consent of the LANDLORD.

12. Condition of Property upon Termination of Agreement. Upon termination of this Agreement, the TENANT shall, immediately and at the TENANT'S sole cost and expense, remove all equipment, accessories, and materials owned by the TENANT from the Property and restore the Property to as nearly as practicable to the same condition prior to the Effective Date of this Agreement.

13. Affirmative Action Statement. The TENANT agrees that no person shall be denied admission or access to the Property on the basis of race, color, creed, national origin, sex, disability, gender or sexual orientation.

14. Hold Harmless and Indemnification. The TENANT agrees that it will, at its own expense, defend, indemnify and hold harmless the LANDLORD, its officers, agents, employees and/or assigns from any against any and all claims, damages, penalties, losses, expenses or judgments, whether just or unjust, arising from the TENANT'S use of the Property. No term of condition in this Agreement shall serve to make the TENANT indemnify the LANDLORD for any liability caused by the negligence or fault of the LANDLORD or by its respective officers, employees, contractors, agents or assigns, nor

shall any provision of this Agreement exonerate the LANDLORD from any liability so caused. This Paragraph 14 shall survive the expiration or termination of this Agreement.

15. No Assignment of Agreement. The TENANT shall not assign this Agreement without the advance written consent of the LANDLORD and New Jersey Department of Environmental Services – Green Acres.

16. Integrated Agreement. This Agreement constitutes the entire and integrated understanding of the LANDLORD and the TENANT and supersedes all the terms and conditions of any prior agreement, negotiations or representations, whether written or oral, between the Parties. This Agreement may not be modified, except by a formal writing that is signed by both the LANDLORD and the TENANT.

17. Governmental Immunities. Nothing herein shall be interpreted to reduce, eliminate or otherwise effect any and all privileges and immunities held by the LANDLORD as a governmental entity and municipal corporation. The LANDLORD shall have the right to institute and claim any and all applicable privileges or immunities at any time and for any reason in relation to this Agreement and/or the obligations and benefits of the Parties hereunder.

18. No Admission of Liability. Nothing herein shall be construed to be an admission of liability by either party for any purposes.

19. Representations. The TENANT understands that the LANDLORD makes no representations regarding the success of the business, availability of clientele, or usability of either LANDLORD or private institutions, public areas or businesses at or near the Property. The TENANT takes sole responsibility for all business risks associated with this Agreement.

20. Payments. The TENANT understands, and the LANDLORD agrees, that any payments, rentals or other consideration the LANDLORD receives under the agreement shall be used for operating, maintenance or capital expenses related to its funded parkland or to its recreation program as a whole, pursuant to N.J.A.C. 7:36-25.13(e).

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the day and year first above written.

LANDLORD: (the City of Hoboken, on behalf of the General Public)

Signed: _____ Dawn Zimmer, Mayor

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2014.

Notary Public: _____
(Signature of Notary Public)

TENANT: Queen Margherita Inc. d/b/a Queen Margherita Express, a corporation, having a principal business address of _____.

Signed: _____, President
_____, Secretary

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2014.

Notary Public: _____
(Signature of Notary Public)