

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-436

Agenda No. 10.A

Approved: MAY 24 2017

TITLE:

RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION



COUNCIL

offered and moved

adoption of the following resolution:

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2017 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period; and,

WHEREAS, no adequate provision has been made in the Calendar Fiscal Year 2017 Temporary Budget for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose mentioned above; and,

WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2017 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **\$326,973,438**.

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City (not less than two thirds of all members thereof affirmatively concurring) that in accordance with the aforementioned statutes;

1. An emergency temporary appropriation is hereby created for:

Account	Account		
Description	Number	FROM:	TO:
ZONING	01-201-21-186 O/E	\$2,548.00	\$3,548.00
HOUSING CODE ENF	01-201-22-198 O/E	\$14,804.00	\$18,804.00
CONSTRUCT. CODE OFFICIAL	01-201-22-195 O/E	\$21,504.00	\$31,504.00
GENERAL & PRIMARY ELECTION	01-201-20-121 O/E	\$0.00	\$100,000.00
MUNICIPAL COURTS	01-201-43-490 O/E	\$69,602.00	\$117,102.00
ZONING	01-201-21-186 S/W	\$128,384.00	\$198,384.00
MUNICIPAL COUNCIL	01-201-20-123 S/W	\$230,005.00	\$275,000.00
HHS DIRECTORS OFFICE	01-201-27-330 S/W	\$279,018.00	\$379,018.00
NEIGHBORHOOD IMPROVEMENT	01-201-26-293 S/W	\$514,774.00	\$614,774.00
SANITATION	01-201-26-292 S/W	\$1,947,412.00	\$2,100,000.00
DISTRACTED DRIVING GRANT	GRANT	\$0.00	\$5,500.00
SUMMER FOOD PROGRAM	GRANT	\$0.00	\$626,915.00
INT. ON BONDS- GEN QUAL	01-201-45-902 O/E	\$371,487.00	\$1,148,937.00
MAT SER BOND GEN NQ PRIN	01-201-45-905 O/E	\$4,830,000.00	\$4,235,000.00
MAT SER BOND GEN NQ INT	01-201-45-907 O/E	\$5,284,280.00	\$4,053,587.00
ASSESSMENT BONDS PRIN	01-201-45-931 O/E	\$0.00	\$595,000.00
ASSESSMENT BONDS INT	01-201-45-932 O/E	\$0.00	\$453,243.00
MUNICIPAL STREET LIGHTING	01-201-31-431 O/E	\$1,180,000.00	\$1,800,000.00
TOTAL INCREASE:			\$1,882,498.00

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2017 Municipal Budget.

City Clerk File No. Res. 17-436Agenda No. 10-A MAY 24 2017

TITLE:

**RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY
APPROPRIATION**

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.24.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ET (RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION)

Initiator

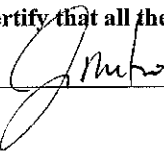
Department/Division	Administration	Management and Budget
Name/Title	John Metro	
Phone/email	201-547-5042	Jmetro@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This Resolution is to increase the temporary budget to cover operating expenses as well as include new grants received.

I certify that all the facts presented herein are accurate.



05/15/2017

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-437

Agenda No. 10.B

Approved: MAY 24 2017

TITLE:

**RESOLUTION OF THE CITY OF JERSEY CITY
AUTHORIZING THE CIRCULATION OF A PRELIMINARY
OFFICIAL STATEMENT AND FINAL OFFICIAL
STATEMENT IN CONNECTION WITH THE SALE OF THE
CITY'S BOND ANTICIPATION NOTES, SERIES 2017B
(FEDERALLY TAXABLE) IN THE AMOUNT OF \$6,955,000
AND APPROVING A CONTINUING DISCLOSURE
CERTIFICATE WITH RESPECT TO SAID NOTES OF THE
CITY, AND AUTHORIZING AND/OR RATIFYING OTHER
ACTIONS IN CONNECTION THEREWITH**



WHEREAS, the Municipal Council of the City of Jersey City, in the County of Hudson, New Jersey (the "City"), has previously adopted bond ordinance numbered 10-085 on July 14, 2010 as amended by bond ordinance numbered 15.125 adopted on October 14, 2015 (collectively, the "Ordinance"), which authorized, among other things, the issuance of bond anticipation notes; and

WHEREAS, the City intends to issue its Bond Anticipation Notes, Series 2017A on a taxable basis in an amount not to exceed \$6,955,000 (the "Notes") under the Ordinance for the purpose of refunding a portion of the City's \$7,085,000 Bond Anticipation Notes, Series 2016A (Federally Taxable) which were issued on June 24, 2016 and mature on June 23, 2017, and used to refinance certain capital improvements; and

WHEREAS, all matters pertaining to the sale of the Notes have been delegated by the Ordinance to the Chief Financial Officer of the City; and

WHEREAS, in connection with the offering and sale of the Notes, the City intends to distribute a Preliminary Official Statement and final Official Statement setting forth certain information relating to the City and the Notes, and the City also intends to enter into a Continuing Disclosure Certificate.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, AS FOLLOWS:

SECTION 1. Authorization for Official Statement. The distribution by the City, and its financial advisor, of the Preliminary Official Statement relating to the Notes (a draft of which is attached hereto as **Exhibit A** and shall be filed with the records of the City) is hereby approved in substantially such form, with such insertions, deletions and changes therein and any supplements thereto as bond counsel may advise and the City officer executing the same may approve, such approval to be evidenced by such City officer's execution thereof. The Chief Financial Officer is hereby authorized to deem the Preliminary Official Statement "final" within the meaning of Rule 15c2-12 of the Rules of the Securities and Exchange Commission and to execute and deliver a certificate to that effect. The Chief Financial Officer is hereby authorized to approve the contents and terms of the final Official Statement in respect of the aforementioned notes in substantially the form of the Preliminary Official Statement. The Chief Financial Officer is hereby authorized to sign such Official Statement on behalf of the City, in substantially such form, with such insertions, deletions and changes therein and any supplements thereto as bond counsel may advise and the City officer executing the same may approve, such approval to be evidenced by such City officer's execution thereof.

SECTION 2. Continuing Disclosure. The form of the Continuing Disclosure Certificate in substantially the form attached hereto as **Exhibit B** is hereby approved, and the execution of the Continuing Disclosure Certificate by Chief Financial Officer of the City is hereby authorized. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate executed by the City and dated the date of issuance and

City Clerk File No. Res. 17-437Agenda No. 10.B MAY 24 2017

TITLE:

delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered a default on the Notes; however, any holder may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations under this Section.

Section 3. Further Action. Any matter relating to the award, sale or execution of the Notes which has been delegated by the Ordinance to the Chief Financial Officer may be performed by said officer. On behalf of the City, the appropriate representatives of the City are authorized and directed to take all steps which are necessary or convenient to effectuate the terms of this Resolution with respect to the issuance, sale and delivery of the Notes, including, but not limited to the execution of all tax certificates and other closing documentation. All such actions heretofore taken are hereby ratified, approved and confirmed.

Section 4. Effective Date. This Resolution shall take effect upon adoption.

APPROVED: Donna Marie, CFO

APPROVED AS TO LEGAL FORM

APPROVED: S. Romano

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.24.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	/			YUN	/			RIVERA	/		
GADSDEN	/			OSBORNE	/			WATTERMEN	/		
BOGGIANO	/			ROBINSON	/			LAVARRO, PRES	/		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of CouncilRobert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

RESOLUTION OF THE CITY OF JERSEY CITY AUTHORIZING THE CIRCULATION OF A PRELIMINARY OFFICIAL STATEMENT AND FINAL OFFICIAL STATEMENT IN CONNECTION WITH THE SALE OF THE CITY'S BOND ANTICIPATION NOTES, SERIES 2017B (FEDERALLY TAXABLE) IN THE AMOUNT OF \$6,955,000 AND APPROVING A CONTINUING DISCLOSURE CERTIFICATE WITH RESPECT TO SAID NOTES OF THE CITY, AND AUTHORIZING AND/OR RATIFYING OTHER ACTIONS IN CONNECTION THEREWITH

Initiator

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This resolution approves the Preliminary Official Statement and Continuing Disclosure Certificate for the sale of certain Notes. The purpose is to provide the Council with these offering documents prior to the sale.

I certify that all the facts presented herein are accurate.


Signature of Department Director

5/15/17
Date

CERTIFICATE

I, Robert Byrne, Clerk of the City of Jersey City, in the County of Hudson, New Jersey, HERBY CERTIFY that the foregoing annexed extract from the minutes of the meeting of the governing body of the City duly called and held on May 24, 2017 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this ____ day of _____, 2017.

[SEAL]

ROBERT BYRNE, City Clerk

EXHIBIT A

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This is a Preliminary Official Statement and the information contained herein is subject to completion, amendment or other change without notice. The securities described herein may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the applicable securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2017

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

NEW ISSUE

RATING: See "RATING" herein

In the opinion of GluckWalrath LLP, Bond Counsel interest on the Notes is not excluded from gross income for Federal tax purposes. Under the laws of the State of New Jersey, as enacted and construed on the date of original delivery of the Notes, interest on the Notes and any gain from the sale thereof is excludable from gross income under the New Jersey Gross Income Tax Act. See "TAX MATTERS" herein for a description of certain provisions of the Internal Revenue Code of 1986, as amended, that may affect the federal tax treatment of interest on the Notes.

**CITY OF JERSEY CITY
(Hudson County, New Jersey)**

\$6,955,000 BOND ANTICIPATION NOTES, SERIES 2017B (FEDERALLY TAXABLE)

Dated: June 22, 2017

Due: June 22, 2018

The \$6,955,000 Bond Anticipation Notes, Series 2017B (Federally Taxable) of the City of Jersey City, in the County of Hudson, New Jersey (the "City"), (the "Notes"), will be issued as fully registered Notes in the form of one certificate for the aggregate principal amount of Notes and, when issued, will be registered in the name of and held by Cede & Co., as nominee for The Depository Trust Company ("DTC"). Purchases of the Notes will be made in book-entry-only form (without certificates) in denominations of \$5,000 or more. So long as DTC, or its nominee Cede & Co., is the registered owner of the Notes, payments of the principal of and interest on the Notes are to be made directly to Cede & Co., which is to remit such payments to DTC participants, which in turn is to remit such payments to be beneficial owners of the Notes (see "THE NOTES – Book Entry Only System" herein). Interest on the Notes is payable at maturity. The Notes are not subject to redemption prior to their maturity.

\$ _____ %, Due June 22, 2018– Price _____ %

The Notes constitute general obligations of the City, and the full faith and credit and unlimited taxing power of the City are pledged to the payment of the principal of, applicable premium, if any, and interest on the Notes. The City shall be required to levy *ad valorem* taxes upon all taxable real property within the City for the payment of the principal of and interest on the Notes without limitation as to rate or amount. The Notes are not a debt or obligation, legal, moral, or otherwise, of the State of New Jersey, or any county, municipality or political subdivision thereof, other than the City.

The Notes are offered when, as and if issued by the City and delivered to the purchasers, subject to the approval of legality by GluckWalrath LLP, Trenton, New Jersey, Bond Counsel, and other conditions described herein. NW Financial Group, LLC, Hoboken, New Jersey, has served as financial advisor in connection with the issuance of the Notes. It is expected that the Notes will be available for delivery on or about June 22, 2017. The Notes are to be delivered through the facilities of DTC in Jersey City, New Jersey.

ELECTRONIC AND FAXED PROPOSALS WILL BE RECEIVED FOR THE NOTES ON JUNE 7, 2017 UNTIL 11:00 AM. FOR MORE INFORMATION ON HOW TO BID, PLEASE REFER TO THE ENCLOSED NOTICE OF SALE.

Dated: June __, 2017

**CITY OF JERSEY CITY,
IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY**

MAYOR

Steven M. Fulop

CITY COUNCIL

Rolando R. Lavarro, Jr., Council President
Joyce Watterman, Councilwoman at Large
Daniel Rivera, Councilman at Large
Frank Gajewski, Ward A Councilman
Chris L. Gadsden, Ward B Councilman
Richard Boggiano, Ward C Councilman
Michael Yun, Ward D Councilman
Candice Osborne, Ward E Councilwoman
Jermaine Robinson, Ward F Councilman

CITY OFFICIALS

Robert J. Kakoleski, Business Administrator
Mark Albiez, Mayor's Chief of Staff
Jeremy Farrell, Corporation Counsel
Anthony Cruz, Director of the Department of Housing, Economic Development and Commerce
Donna L. Mauer, Chief Financial Officer
Robert Byrne, City Clerk

BOND COUNSEL

GluckWalrath LLP
Trenton, New Jersey

FINANCIAL ADVISOR

NW Financial Group, LLC
Hoboken, New Jersey

INDEPENDENT AUDITORS

Donohue, Gironda, Doria & Tomkins, LLC
Bayonne, New Jersey

No broker, dealer, salesperson or other person has been authorized by the City or the Underwriter to give any information or to make any representations with respect to the Notes other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the City or the Underwriter. The information contained herein has been obtained from the City, DTC and other sources which are believed to be reliable; however, such information is not guaranteed as to accuracy or completeness, and is not to be construed as a representation or warranty of the City or the Underwriter. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in any of the information herein since the date hereof, or the date as of which such information is given, if earlier.

References in this Official Statement to laws, rules, regulations, ordinances, resolutions, agreements, reports and documents do not purport to be comprehensive or definitive. All references to such documents are qualified in their entirety by reference to the particular document, the full text of which may contain qualifications of and exceptions to statements made herein, and copies of which may be inspected at the offices of the City during normal business hours. References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement.

The order and placement of materials in this Official Statement, including the Appendices, are not deemed to be a determination of relevance, materiality or importance, and this Official Statement, including the Appendices, must be considered in its entirety.

In order to facilitate the distribution of the Notes, the Underwriter may engage in transactions intended to stabilize the price of the Notes at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time. The prices at which the Notes are offered to the public by the Underwriter and the yields resulting therefrom may vary from the initial public offering prices or yields shown on the cover and the inside front cover page hereof. In addition, the Underwriter may allow concessions or discounts from such initial public offering prices or yields to dealers and others.

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Notes in any jurisdiction in which it is unlawful for any person to make such an offer, solicitation or sale.

The Underwriter has reviewed the information in this Official Statement in accordance with and as part of its responsibilities to investors under the Federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guaranty the accuracy or completeness of such information.

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APPENDIX C – FORM OF BOND COUNSEL OPINION

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**OFFICIAL STATEMENT
of the
CITY OF JERSEY CITY,
IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY**

\$6,955,000 BOND ANTICIPATION NOTES, SERIES 2017B (FEDERALLY TAXABLE)

INTRODUCTION

This Official Statement of the City of Jersey City (the "City"), in the County of Hudson (the "County"), State of New Jersey (the "State"), including cover pages and appendices, is provided for the purpose of presenting certain information relating to the City in connection with the sale of the City's \$6,955,000 Bond Anticipation Notes, Series 2017B (Federally Taxable) (the "Notes").

The Notes are dated June 22, 2017 and are payable on June 22, 2018. See "THE NOTES" and "SECURITY FOR THE NOTES" herein for a description of the Notes and the security therefor. The terms of the Notes are described generally in this Official Statement, which should be read together with the entire attachment hereto.

All quotations from and summaries and explanations of provisions of laws of the State herein do not purport to be complete and are qualified in their entirety by reference to the official compilations thereof and all reference to the definitive forms of the Notes and their statutory authority.

Authorization for the Notes

The Notes have been authorized and are to be issued pursuant to the Local Bond Law, N.J.S.A. 40A:2-1 et seq. of the New Jersey Statutes (the "Act") and, a bond ordinance numbered 10-085 finally adopted by the Municipal Council of the City on July 14, 2010 as amended by bond ordinance numbered 15.125 finally adopted by the Municipal Council of the City on October 14, 2015 (collectively, the "Bond Ordinance"). By resolutions adopted on July 14, 2010 the New Jersey Local Finance Board approved the issuance of the Notes. The Local Finance Board is authorized to establish certain conditions and requirements that the City must meet before approval for issuance is given.

Purpose of the Notes and Application of Proceeds

The City will apply the proceeds from the sale of the Notes to pay a portion of the maturing principal of the City's \$7,085,000 Bond Anticipation Notes, Series 2016A (Federally Taxable) which were issued on June 24, 2016 and mature on June 23, 2017 (the "2016 Notes"), and used to refinance certain capital improvements and pay a portion of the costs of issuing the Notes. The remaining \$130,000 of maturing principal of the 2016 Notes will be paid from budgeted appropriations.

THE NOTES

General

The Notes are dated June 22, 2017 and mature on June 22, 2018. Interest on the Notes will be computed on the basis of a 360-day year of twelve 30-day months. Principal of and interest on the Notes will be paid when due and at maturity at the office of the Chief Financial Officer of the City (unless a Paying Agent is appointed by the City). So long as The Depository Trust Company, Jersey City, New Jersey ("DTC") or its nominee is the registered owner of the Notes, payments of the principal of and interest on the Notes are to be made directly to Cede & Co., as nominee for DTC; disbursements of such payments to the DTC Participants is the responsibility of DTC, and disbursements of such payments to the beneficial owners of the Notes is the responsibility of the DTC Participants. See "THE NOTES – Book Entry Only System" herein. The Notes will be issued in fully registered

form in the denomination of \$5,000 or more, and, under certain circumstances, are exchangeable for one or more fully registered Notes of like principal amount, series and maturity in the denomination of \$5,000 or more.

Book Entry Only System

DTC will act as securities depository for the Notes. One fully registered bond certificate will be issued in the aggregate principal amount of the Notes. The Notes will be registered in the name of Cede & Co. (DTC's partnership nominee) and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Direct and Indirect Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Notes under the DTC system must be made by or through Direct Participants, which will receive a credit for the Notes on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase, however, Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Notes are to be accomplished by entries made on the books of the Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Notes, except in the event that use of the book-entry only system for the Notes is discontinued.

To facilitate subsequent transfers, all Notes deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co, or such other nominee as may be requested by an authorized representative of DTC. The deposit of Notes with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Notes; DTC's records reflect only the identity of the Direct Participants to whose accounts such Notes are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Notes may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Notes, such as redemptions, tenders, defaults, and proposed

amendments to the bond documents. For example, Beneficial Owners of the Notes may wish to ascertain that the nominee holding the Notes for their benefit has agreed to obtain and transmit notices to Beneficial Owners, or in the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Notes within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Notes. Under its usual procedures, DTC mails an omnibus proxy (the "Omnibus Proxy") to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and redemption premium, if any, of and interest payments on the Notes will be made to DTC. DTC's practice is to credit Direct Participants' accounts on the payment date in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on the payment date. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, redemption premium, if any, and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payment to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Notes at any time by giving reasonable notice to the City or the Paying Agent and discharging its responsibilities with respect thereto under applicable law, or the City may terminate its participation in the system of book-entry transfer through DTC at any time by giving notice to DTC. In either event, the City may retain another securities depository for the Notes or deliver Note certificates in accordance with instructions from DTC or its successors.

The Paying Agent and the City will recognize DTC or its nominee as the Bondholder for all purposes, including notices and voting, and so long as a book-entry-only system is used, will send any notice of redemption or other notices to Bondholders only to DTC. Any failure of DTC to advise any DTC Participants or of any DTC Participant to notify the Beneficial Owner, of any such notice and its content or effect will not affect the validity of the redemption of the Notes called for redemption or of any other action premised on such notice.

The Paying Agent and the City cannot and do not give any assurance that DTC will distribute payments of debt service to DTC Participants or that the DTC Participants or others will distribute payments of debt service on the Notes paid to DTC or its nominee, as the registered owner thereof, or any redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis or that DTC will serve and act in a manner described in this Official Statement.

The information in this section concerning DTC and DTC's book-entry-only system is based upon information obtained from DTC. The City believes the information to be reliable but assumes no responsibility as to accuracy, sufficiency, or completeness thereof.

THE CITY AND THE PAYING AGENT MAY TREAT DTC (OR ITS NOMINEE) AS THE SOLE AND EXCLUSIVE REGISTERED OWNER OF THE NOTES REGISTERED IN ITS NAME FOR THE PURPOSES OF PAYMENT OF THE PRINCIPAL OR REDEMPTION PREMIUM, IF ANY, OF, OR INTEREST ON, THE NOTES, GIVING ANY NOTICE PERMITTED OR REQUIRED TO BE

GIVEN TO REGISTERED OWNERS, REGISTERING THE TRANSFER OF THE NOTES, OR OTHER ACTION TO BE TAKEN BY REGISTERED OWNERS AND FOR ALL OTHER PURPOSES WHATSOEVER. THE CITY AND THE PAYING AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATION TO ANY PARTICIPANT, ANY PERSON CLAIMING A BENEFICIAL OWNERSHIP INTEREST IN THE NOTES UNDER OR THROUGH DTC OR ANY PARTICIPANT, OR ANY OTHER PERSON WHICH IS NOT SHOWN ON THE REGISTRATION BOOKS OF THE CITY (KEPT BY THE REGISTRAR AND PAYING AGENT) AS BEING A REGISTERED OWNER, WITH RESPECT TO THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY PARTICIPANT; THE PAYMENT BY DTC OR ANY PARTICIPANT OF ANY AMOUNT IN RESPECT OF THE PRINCIPAL, REDEMPTION PREMIUM, IF ANY, OR INTEREST ON THE NOTES; ANY NOTICE WHICH IS PERMITTED OR REQUIRED TO BE GIVEN TO REGISTERED OWNERS THEREUNDER OR UNDER THE CONDITIONS TO TRANSFERS OR EXCHANGES ADOPTED BY THE CITY; OR OTHER ACTION TAKEN BY DTC AS A REGISTERED OWNER. PAYMENTS MADE TO DTC OR ITS NOMINEE SHALL SATISFY THE CITY'S OBLIGATIONS UNDER THE ACT AND THE ORDINANCES TO THE EXTENT OF SUCH PAYMENTS. SO LONG AS CEDE & CO., AS NOMINEE OF DTC, IS THE REGISTERED OWNER OF ALL THE NOTES, REFERENCES HEREIN TO THE OWNERS, HOLDERS OR REGISTERED OWNERS OF THE NOTES (OTHER THAN UNDER THE CAPTION "TAX MATTERS" HEREIN) SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE NOTES.

In the event that the book entry only system is discontinued, the City will authenticate and make available for delivery Notes in the form of registered certificates. In addition, the following provisions would apply to such Notes: Principal of and interest on the Notes will be payable in lawful money of the United States of America at the office of the Paying Agent, designated by the City, and interest on the Notes will be payable by wire transfer or check mailed to the respective addresses of the registered owners thereof as shown on the registration books of the City as of the close of business on the fifteenth day preceding the maturity date.

SECURITY FOR THE NOTES

General Obligations of the City

The Notes constitute general obligations of the City and the full faith and credit and unlimited taxing power of the City are pledged to the payment of principal of, and interest on the Notes. The City is authorized and required by law to levy *ad valorem* taxes on all real property taxable by the City for the payment of the principal of and the interest on the Notes without limitation as to rate or amount. Payment of such principal and interest is not limited, however, to any particular fund or source of revenue of the City. The City is required to include in its annual municipal budget the total amount of interest and principal charges on all of its general obligation indebtedness for the current year.

THE NOTES ARE NOT ENTITLED TO THE BENEFITS OF THE MUNICIPAL QUALIFIED BOND ACT.

The Notes are not a debt or obligation, legal, moral or otherwise, of the State of New Jersey, or any county, municipality or political subdivision thereof, other than the City.

NO DEFAULT

The City has never defaulted in the payment of principal of, redemption premium, if any, and interest on any bonds or notes or other obligations of the City, nor are any payments of principal of or interest on the City's indebtedness past due.

MARKET PROTECTION

Other than the Notes, the City anticipates issuing additional series of notes in 2017, including approximately \$3,775,000 in new money bond anticipation notes, \$7,980,028 in rollover bond anticipation notes and approximately \$13,700,000 in rollover special emergency notes in December 2017. The City may also issue additional bond anticipation notes from time to time to finance additional capital projects.

CITY OF JERSEY CITY

The City is New Jersey's second largest municipality with a population of 247,597 according to the United States Department of Commerce's 2010 Census. The City is located on the west side of the Hudson River, directly across from lower Manhattan in New York City, and is part of the major business and industrial concentration spanning the New York - Northern New Jersey metropolitan area.

The City's land area is 15.8 square miles, including a five mile long stretch of Hudson River waterfront that has experienced considerable high rise office tower, residential and multi-family development over the past ten years. The City is connected to New York City by the Holland Tunnel and the PATH railroad tubes and is within ten miles of Newark International Airport and the container and cargo facilities of Port Newark-Elizabeth. The City is located in the County of Hudson. The City's size and current development activity cause it to dominate the economy of Hudson County (the Jersey City Labor Area). The City also serves as the seat of the County government. Of the approximately 275,000 persons employed in the County, approximately 43% are employed in Jersey City. For additional information regarding the City and its finances, see "APPENDIX A - Certain Information Regarding the City of Jersey City".

RECENT FINANCIAL RESULTS AND FINANCIAL OUTLOOK

Financial Overview

Appendix A contains information relative to the financial operations of the City. Over the last few years, the City's financial position has improved due to structurally balanced operations and strong prospects for continued tax base growth. The City has benefited from successful efforts to raise additional recurring revenues while reducing personnel related expenditures.

The calendar year that ended December 31, 2016 resulted in an excess of \$29,344,622 in operations and the City's fund balance was \$59,304,581, unaudited. The calendar year that ended December 31, 2015 resulted in an excess of \$20,295,394 in operations and the City's audited fund balance was \$50,705,610. The calendar year that ended December 31, 2014 resulted in an excess of \$33,812,449 in operations and the City's audited fund balance was \$56,132,966. The calendar year that ended December 31, 2013 resulted in an excess of \$12,410,182 in operations and the City's audited fund balance was \$38,733,517.

The City restructured its debt on March 30, 2006, providing Fiscal Year 2006 debt service relief of \$18 million and another approximately \$69 million in Fiscal Years 2007-2011 combined, and was intended to produce approximately level debt service through Fiscal Year 2022.

Financial Results

2017 Budget. The City's budget for the 2017 Calendar year was introduced on March 22, 2017. The Municipal Tax levy increased to \$228,298,260. The City's 2017 budget anticipates \$67,113,917 in State Aid.

2016 Budget. The City's budget for the 2016 Calendar year was introduced on February 24, 2016 and adopted on July 20, 2016. The Municipal Tax levy increased to \$223,276,028. The City's 2016 budget anticipated \$69,198,542 in State Aid.

2015 Results. The City's budget for the 2015 Calendar year was introduced on March 11, 2015 and adopted on July 28, 2015. The Municipal Tax levy increased to \$219,785,389. The City's 2015 budget realized \$68,430,369 in State Aid.

2014 Results. The City's budget for the 2014 Calendar year was introduced on March 12, 2014 and adopted on September 23, 2014. The Municipal Tax levy decreased to \$217,414,170. The City's budget realized \$68,569,897 in State Aid.

2013 Results. The City's budget for the 2013 Calendar year was introduced on February 27, 2013 and adopted on July 17, 2013. The Municipal Tax levy increased to \$217,730,857. The City's budget realized \$69,336,338 in State Aid.

2012 Results. The City's budget for the 2012 Calendar year was introduced on February 22, 2012 and adopted on July 31, 2012. The Municipal Tax levy increased to \$208,175,697. The City's budget realized \$69,509,094 in State Aid.

2011 Results. The City's budget for the 2011 Calendar year was introduced on March 9, 2011 and adopted on September 27, 2011. The Municipal Tax levy increased to \$201,000,000. The City's budget realized \$70,488,976 in State Aid.

CERTAIN STATUTORY PROVISIONS FOR THE PROTECTION OF GENERAL OBLIGATION DEBT

Local Bond Law (N.J.S.A. 40A:2-1 et seq.)

The Local Bond Law governs the issuance of bonds and notes to finance certain municipal capital expenditures. Among its provisions are requirements that bonds must mature within the statutory period of usefulness of the projects bonded and that bonds be retired in serial or sinking fund installments. A five percent (5%) cash down payment is generally required to be appropriated for the financing of expenditures for municipal purposes for which bonds are authorized.

The Local Fiscal Affairs Law (N.J.S.A. 40A:5-1 et seq.)

This law regulates the non-budgetary financial activities of local governments. An annual, independent audit of the local unit's accounts for the previous year must be performed by a licensed Registered Municipal Accountant. The audit, conforming to the Division of Local Government Services' "Requirements of Audit," includes recommendations for improvement of the local unit's financial procedures and must be filed with the Director (as defined herein) within six (6) months after the close of the fiscal year. A synopsis of the audit report, together with all recommendations made, must be published in a local newspaper within thirty (30) days of its completion.

The chief financial officer of every local unit must file annually with the Director a verified statement of financial condition of the local unit and all constituent boards, agencies and commissions.

The annual audit report is filed with the City Clerk and is available for review during business hours.

Debt Limits (N.J.S.A. 40A:2-6)

The authorized bonded indebtedness of a municipality in the State is limited by statute, subject to the exceptions noted below, to an amount equal to 3.50% of its equalized valuation basis. The equalized valuation basis of a municipality is set by statute as the average for the last three years of the equalized value of all taxable real property and improvements and certain class II railroad property within its boundaries as annually determined by the State Board of Taxation.

Certain categories of debt are permitted by statute to be deducted for purposes of computing the statutory debt limit.

On December 31, 2016, the City's percentage of statutory net debt was 2.04% and was comprised of the following:

	<u>Gross Debt</u>	<u>Deductions</u>	<u>Net Debt</u>
Municipal Purposes	\$720,645,887	\$264,941,826	\$455,704,061
School Purposes	\$28,742,258	\$28,742,258	\$0

Exceptions to Debt Limits - Extensions of Credit (N.J.S.A. 40A:2-7)

The debt limit of the City may be exceeded with the approval of the Local Finance Board, a State regulatory agency. If all or any part of a proposed debt authorization would exceed its debt limit, the City must apply to the Local Finance Board for an extension of credit. If the Local Finance Board determines that a proposed debt authorization would not materially impair the ability of the City to meet its obligations or to provide essential services, or makes other statutory determinations, approval may be granted. In addition to the aforesaid, debt in excess of the debt limit may be issued without the approval of the Local Finance Board to fund certain bonds for self-liquidating purposes and, in each fiscal year, in an amount not exceeding two-thirds of the amount budgeted in such fiscal year for the retirement of outstanding obligations (exclusive of obligations issued for utility or assessment purposes).

Short-Term Financing

The City may issue short term "bond anticipation notes" to temporarily finance a capital improvement or project in anticipation of the issuance of bonds if the bond ordinance or a subsequent resolution so provides. Bond anticipation notes, which are general obligations of the City, may be issued for a period not exceeding one (1) year. Generally, bond anticipation notes may not be outstanding for longer than ten (10) years. An additional period may be available following the tenth anniversary date equal to the period from the notes' maturity to the end of the tenth fiscal year in which the notes mature plus four (4) months in the next following fiscal year from the date of original issuance. Beginning in the third year, the amount of outstanding notes that may be renewed is decreased by the minimum amount required for the first year's principal payment of bonds in anticipation of which such notes are issued.

MUNICIPAL BUDGET

Pursuant to the Local Budget Law, N.J.S.A. 40A:4-1 et seq., as amended and supplemented (the "Local Budget Law"), the City is required to have a balanced budget in which debt service is included in full for each fiscal year.

The Local Budget Law (N.J.S.A. 40A:4-1 et seq.)

The foundation of the New Jersey local finance system is the annual cash basis budget. The City must adopt an operating budget in the form required by the Division of Local Government Services, Department of Community Affairs, State of New Jersey (the "Division"). Items of revenue and appropriation are regulated by law and must be certified by the Director prior to final adoption of the budget. The Local Budget Law requires each local unit to appropriate sufficient funds for payment of current debt service and the Director of the Division (the "Director") is required to review the adequacy of such appropriations, among others, for certification.

The Director has no authority over individual operating appropriations, unless a specific amount is required by law, but the review functions focusing on anticipated revenues serve to protect the solvency of all local

units. Local budgets, by law and regulation, must be in balance on a "cash basis". No budget or amendment thereof shall be adopted unless the Director shall have previously certified his approval thereof (N.J.S.A. 40A:4-10).

The principal sources of City revenues are real estate taxes, State Aid, Federal Aid and miscellaneous revenues.

In any year, the municipality may authorize, by resolution, the issuance of tax anticipation notes which may be issued in anticipation of the collection of taxes for such year. Tax anticipation notes are limited in amount by law and must be paid off in full by a municipality within one hundred twenty (120) days after the close of the fiscal year.

Real Estate Taxes

The general principle that revenue cannot be anticipated in a budget in excess of that realized in the preceding year applies to property taxes. N.J.S.A. 40A:4-29 delineates anticipation of delinquent tax collections: "The maximum which may be anticipated is the sum produced by the multiplication of the amount of delinquent taxes unpaid and owing to the local unit on the first day of the current fiscal year by the percentage of collection of delinquent taxes for the year immediately preceding the current fiscal year."

Section 41 of the Local Budget Law provides with regard to current taxes that: "Receipts from the collection of taxes levied or to be levied in the municipality, or in the case of a county for general county purposes and payable in the fiscal year, shall be anticipated in an amount which is not in excess of the percentage of taxes levied and payable during the next preceding fiscal year which was received in cash by the last day of such preceding fiscal year."

The provision requires that an additional amount (the "reserve for uncollected taxes") be added to the tax levy required to balance the budget so that when the percentage of the prior year's tax collection is applied to the combined total, the product will at least be equal to the tax levy required to balance the budget. The reserve requirement is calculated as follows:

$$\frac{\text{Cash Required from Taxes to Support Local Municipal Budget and Other Taxes}}{\text{Prior Year's Percentage of Current Tax Collection (or Lesser \%)}} = \frac{\text{Amount to be Raised by Taxation}}{\text{Prior Year's Percentage of Current Tax Collection (or Lesser \%)}}$$

Miscellaneous Revenues

Section 26 of the Local Budget Law provides: "no miscellaneous revenues from any source shall be included as an anticipated revenue in the budget in an amount in excess of the amount actually realized in cash from the same source during the preceding fiscal year, unless the Director shall determine upon application by the governing body that the facts clearly warrant the expectation that such excess amount will actually be realized in cash during the fiscal year and shall certify such determination, in writing, to the local unit." No budget or amendment thereof shall be adopted unless the Director shall have previously certified his approval thereof (N.J.S.A. 40A:4-10). The exception to this is the inclusion of categorical grants-in-aid contracts for their face amount with an offsetting appropriation. The fiscal years for such grants rarely coincide with the municipality's calendar fiscal year.

Limitations on Expenditures ("Cap Law") and Property Tax Levy Cap

N.J.S.A. 40A:4-45.3 places limits on municipal tax levies and expenditures. This law is commonly known as the "Cap Law" (the "Cap Law"). The Cap Law was amended and became effective on July 7, 2004. The Cap Law provides that the City shall limit any increase in its budget to 2.5% or the Cost-Of-Living Adjustment, whichever is less, of the previous year's final appropriations, subject to certain exceptions. The Cost-Of-Living Adjustment is defined as the rate of annual percentage increase, rounded to nearest half percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services produced by the United States

Department of Commerce for the year preceding the current year as announced by the Director. However, in each year in which the Cost-Of-Living Adjustment is equal to or less than 2.5%, the City may, by ordinance approved by a majority vote of the full membership of the governing body, provide that the final appropriations of the City for such year be increased by a percentage rate that is greater than the Cost-Of-Living Adjustment, but not more than 3.5% over the previous year's final appropriations. See N.J.S.A. 40A:4-45.14. In addition, N.J.S.A. 40A:4-45.15b restored "CAP" banking to the Local Budget Law. Municipalities are permitted to appropriate available "CAP Bank" in either of the next two (2) succeeding years' final appropriations. Along with the permitted increases for total general appropriations there are certain items that are allowed to increase outside the "CAP".

Additionally, P.L. 2010, c.44, effective July 13, 2010, imposes a two percent (2%) cap on the tax levy of a municipality, county, fire district or solid waste collection district, with certain exceptions and subject to a number of adjustments. The exclusions from the limit include increases required to be raised for capital expenditures, including debt service, increases in pension contributions in excess of two percent (2%), certain increases in health care costs in excess of two percent (2%), and extraordinary costs incurred by a local unit directly related to a declared emergency. The governing body of a local unit may request approval, through a public question submitted to the legal voters residing in its territory, to increase the amount to be raised by taxation, and voters may approve increases above two percent (2%) not otherwise permitted under the law by an affirmative vote in excess of fifty percent (50%).

The Division has advised that counties and municipalities must comply with both the budget Cap Law and the tax levy limitation. Neither the tax levy limitation nor the Cap Law, however, limits the obligation of the City to levy *ad valorem* taxes upon all taxable property within the boundaries of the City to pay debt service on bonds and notes.

Deferral of Current Expenses

Supplemental appropriations made after the adoption of the budget and determination of the tax rate may be authorized by the governing body of a local unit, including the City, but only to meet unforeseen circumstances, to protect or promote public health, safety, morals or welfare, or to provide temporary housing or public assistance prior to the next succeeding fiscal year. However, with certain exceptions described below, such appropriations must be included in full as a deferred charge in the following year's budget. Any emergency appropriation must be declared by resolution according to the definition provided in N.J.S.A. 40A:4-48, and approved by at least two-thirds of the full membership of the governing body and shall be filed with the Director. If such emergency appropriations exceed three percent (3%) of the adopted operating budget, consent of the Director is required. N.J.S.A. 40A:4-49.

The exceptions are certain enumerated quasi-capital projects ("special emergencies") such as (i) the repair and reconstruction of streets, roads or bridges damaged by snow, ice, frost, or floods, which may be amortized over three (3) years, and (ii) the repair and reconstruction of streets, roads, bridges or other public property damaged by flood or hurricane, where such expense was unforeseen at the time of budget adoption, the repair and reconstruction of private property damaged by flood or hurricane, tax map preparation, reevaluation programs, revision and codification of ordinances, master plan preparations, drainage map preparation for flood control purposes, studies and planning associated with the construction and installation of sanitary sewers, authorized expenses of a consolidated commission, contractually required severance liabilities resulting from the layoff or retirement of employees and the preparation of sanitary and storm system maps, all of which projects set forth in this section (ii) may be amortized over five (5) years. N.J.S.A. 40A:4-53, -54, -55, -55.1. Emergency appropriations for capital projects may be financed through the adoption of a bond ordinance and amortized over the useful life of the project as described above.

Budget Transfers

Budget transfers provide a degree of flexibility and afford a control mechanism. Pursuant to N.J.S.A. 40A:4-58, transfers between major appropriation accounts are prohibited until the last two (2) months of the municipality's fiscal year. Appropriation reserves may be transferred during the first three (3) months of the current fiscal year to the previous fiscal year's budget. N.J.S.A. 40A:4-59. Both types of transfers require a two-thirds vote of the full membership of the governing body. Although sub-accounts within an appropriation are not subject to the same year-end transfer restriction, they are subject to internal review and approval. Generally, transfers cannot be made from the down payment account, the capital improvement fund, contingent expenses or from other sources as provided in the statute.

Fiscal Year

In 2010, the City changed its fiscal year from a June 30th year end to a December 31st year end. The City adopted a transition year budget for the period July 1, 2010 through December 31, 2010 and introduced a full calendar year budget for the period commencing January 1, 2011 and in each calendar year thereafter.

Budget Process

Primary responsibility for the City's budget process lies with the City Council. As prescribed by the Local Budget Law, adoption should occur by the end of March; however, extensions may be granted by the Division to any local governmental unit. In the first quarter in which the budget formulation is taking place, the City operates under a temporary budget which may not exceed 26.25% of the previous fiscal year's adopted budget. In addition to the temporary budget, the City may approve emergency temporary appropriations for any purpose for which appropriations may lawfully be made.

TAX INFORMATION ON THE CITY

Property valuations (assessments) are determined on true values as arrived at by the cost approach, market data approach and capitalization of net income (where applicable). Current assessments are the result of maintaining new assessments on a "like" basis with established comparable properties for newly assessed or purchased properties resulting in a decline of the assessment ratio to true value to its present level. This method assures equitable treatment to like property owners. Because of the escalation of property resale values, annual adjustments could not keep pace with the rising values.

Upon the filing of certified adopted budgets by the City, the school district and the County, the tax rate is struck by the County Board of Taxation based on the certified amounts in each of the taxing districts for collection to fund the budgets. The statutory provisions for the assessment of property, levying of taxes and the collection thereof are set forth in N.J.S.A. 54:4-1 et seq. Special taxing districts are permitted in New Jersey for various special services rendered to the properties located within the special district.

For calendar year municipalities, tax bills are generally sent in June of the current fiscal year. Taxes are payable in four quarterly installments on February 1, May 1, August 1 and November 1. The August and November tax bills are determined as the full tax levied for municipal, school district or county purposes for the current municipal fiscal year, less the amount charged as the February and May installments for municipal, school district or county purposes in the current fiscal year. The amounts due for the February and May installments are determined as by the municipal governing body as either one-quarter or one-half of the full tax levied for municipal, school district or county purposes for the preceding fiscal year.

Tax installments not paid on or before the due date are subject to interest penalties of eight percent (8%) on the first \$1,500 of the delinquency and, then eighteen percent (18%) per annum on any amount in excess of \$1,500. A penalty of up to six percent (6%) of the delinquency in excess of \$10,000 may be imposed on a

taxpayer who fails to pay that delinquency prior to the end of the tax year in which the taxes become delinquent. Delinquent taxes open for one year or more are annually included in a tax sale in accordance with State Statutes. Tax title liens are periodically assigned to the Corporation Counsel (as defined herein) for in rem foreclosures in order to acquire title to these properties.

The provisions of Chapter 99 of the Laws of New Jersey of 1997 allow a municipality to sell its total property tax levy to the highest bidder either by public sale with sealed bids or by public auction. The purchaser shall pay the total property tax levy bid amount in quarterly installments or in one annual installment. Property taxes will continue to be collected by the municipal tax collector and the purchaser will receive as a credit against his payment obligation the amount of taxes paid to the tax collector. The purchaser is required to secure his payment obligation to the municipality by an irrevocable letter of credit or surety bond. The purchaser is entitled to receive, all delinquent taxes and other municipal charges owing, due and payable upon collection by the tax collector. The statute sets forth bidding procedures, minimum bidding terms and requires the review and approval of the sale by the Division.

Tax Appeals

New Jersey Statutes provide a taxpayer with remedial procedures for appealing an assessed valuation that the taxpayer deems excessive. The taxpayer has a right to file a petition on or before the 1st day of April (1st day of May in a revaluation year) of the current tax year for its review. The County Board of Taxation and the Tax Court of New Jersey have the authority after a hearing to increase, decrease or reject the appeal petition. Adjustments by the County Board of Taxation are usually concluded within the current tax year and reductions are shown as cancelled or remitted taxes for that year. If the taxpayer believes the decision of the County Board of Taxation to be incorrect, appeal of the decision may be made to the Tax Court of New Jersey. State tax court appeals tend to take several years to conclude by settlement or trial and any losses in tax collection from prior years, after an unsuccessful trial or by settlement, are charged directly to operations.

DEBT INFORMATION ON THE CITY

Debt Statements

The City must report all new authorizations of debt or changes in previously authorized debt to the Division. The Supplemental Debt Statement, as this report is known, must be submitted to the Division before final passage of any debt authorization. Before January 31 of each year, the City must file an Annual Debt Statement with the Division. This report is made under oath and states the authorized, issued and unissued debt of the City as of the previous December 31. Through the Annual and Supplemental Debt Statements, the Division monitors all local borrowing.

TAX MATTERS

The following is a general discussion of certain of the anticipated federal tax consequences of the purchase, ownership and disposition of the Notes by the original purchasers of the Notes. Investors should consult their own tax advisors in determining the federal, state, local or other tax consequences to them of purchase, ownership and disposition of the Notes. This discussion is based upon the Internal Revenue Code of 1986, as amended (the "Code") regulations, rulings and decisions now in effect, all of which are subject to change at any time, possibly with retroactive effect, and does not purport to deal with federal income tax consequences applicable to all categories of investors, some of which will be subject to special rules. This discussion assumes that the Notes will be held as "capital assets" under the Code and that the Notes are owned by U.S. Holders (as defined below). Investors should consult their own tax advisors in determining the federal, state, local or other tax consequences to them of purchase, ownership and disposition of the Notes.

As used herein, the term "U.S. Holder" means a beneficial owner of a Bond that is for United States federal income tax purposes (i) a citizen or resident of the United States, (ii) a corporation, partnership or other

entity created or organized in or under the laws of the United States or any State or any political subdivision thereof, (iii) an estate the income of which is subject to United States federal income taxation regardless of its source or (iv) a trust whose administration is subject to the primary jurisdiction of a court within the United States and which has one or more United States fiduciaries who have the authority to control all substantial decisions of the trust.

Interest Income

INTEREST ON THE NOTES IS NOT EXCLUDED FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES. The City will report annually (or more frequently if required) to owners of record and to the Internal Revenue Service in respect of interest paid on the Notes.

Backup Withholding

Under the Code, payments on the Notes may under certain circumstances, be subject to "backup withholding" at a rate equal to the fourth lowest rate of tax applicable under Section 1(c) of the Internal Revenue Code of 1986, as amended (the "Code"). This withholding generally applies if the owner (i) fails to furnish such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnishes an incorrect TIN, (iii) fails to properly report interest, dividends or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide such owner's securities broker with a certified statement, signed under penalties of perjury, that the TIN is correct and that such Noteholder is not subject to backup withholding. Owners of the Notes should consult their own tax advisors as to their qualification for exemption for backup withholding and the procedures for obtaining the exemption.

Disposition and Defeasance

Generally, upon the sale, exchange, redemption, or other disposition (which would include a legal defeasance) of a Note, a holder generally will recognize taxable gain or loss in an amount equal to the difference between the amount realized (other than amounts attributable to accrued interest not previously includable in income) and such holder's adjusted tax basis in the Note.

The City may cause the deposit of moneys or securities in escrow in such amount and manner as to cause the Notes to be deemed to be no longer outstanding under the Resolution (a "defeasance"). For Federal income tax purposes, such defeasance could result in a deemed exchange under Section 1001 of the Code and a recognition by such owner of taxable income or loss, without any corresponding receipt of moneys. In addition, the character and timing of receipt of payments on the Notes subsequent to any such defeasance could also be affected.

State Taxation

Bond Counsel is of the opinion, based upon existing statutes and judicial decisions, that interest on the Notes and net gains from the sale of the Notes is not included as gross income under the New Jersey Gross Income Tax Act. Potential purchasers of the Notes should consult with their tax advisors.

THE FOREGOING IS NOT INTENDED AS AN EXHAUSTIVE RECITAL OF THE POTENTIAL TAX CONSEQUENCES OF HOLDING THE NOTES. PROSPECTIVE PURCHASERS OF THE NOTES SHOULD CONSULT THEIR TAX ADVISORS WITH RESPECT TO THE FEDERAL, STATE AND LOCAL TAX CONSEQUENCES OF OWNERSHIP OF THE NOTES.

LITIGATION

To the knowledge of the City's Corporation Counsel, Jeremy Farrell, Esq. (the "Corporation Counsel"), there is no litigation of any nature now pending or threatened, restraining or enjoining the issuance or the delivery of the Notes, or the levy or the collection of taxes to pay the principal of or the interest on the Notes, or in any

manner questioning the authority or the proceedings for the issuance of the Notes or for the levy or the collection of taxes to pay the principal of or the interest on the Notes, or contesting the corporate existence or the boundaries of the City or the title of any of the present officers. Moreover, to the knowledge of the Corporation Counsel, except as set forth in Appendix A under the section entitled "Pending Litigation", no litigation is presently pending or threatened that, in the opinion of the Corporation Counsel, would have a material adverse impact on the financial condition of the City if adversely decided. A certificate or opinion to such effect will be executed by the Corporation Counsel and delivered to the Underwriters at the closing.

On November 12, 2015, a lawsuit was filed against the City in New Jersey Superior Court, Law Division, Hudson County seeking to invalidate bond ordinance 15.125 by way of an action in lieu of prerogative writs, on the grounds that said ordinance was adopted in violation of certain requirements of the Act. Bond ordinance 15.125 constitutes an amendment to bond ordinance 10-185 (which was adopted in 2010), having the principal effect of expanding the purposes for which the proceeds of the authorized bonds or notes may be used. The Notes (as well as all predecessor note issues dating back to 2011) are authorized under ordinance 10-185, the validity of which is not being challenged in the above-referenced litigation. On May 5, 2016, judgment was entered in favor of the City on all counts. The plaintiffs filed an appeal with the New Jersey Superior Court, Appellate Division on June 21, 2016. Briefing is complete, but oral arguments have not yet been scheduled. If the plaintiffs are ultimately successful on appeal, the permitted uses of the proceeds of the original notes could be limited to those listed in ordinance 10-185, but neither the issuance and delivery of the Notes, nor the levy or collection of taxes to pay the principal of or the interest on the Notes, would be impaired.

APPROVAL OF LEGAL PROCEEDINGS

All legal matters incident to the authorization, the issuance, the sale and the delivery of the Notes are subject to the approval of GluckWalrath LLP, Trenton, New Jersey, Bond Counsel to the City, whose approving legal opinion will be delivered with the Notes substantially in the form set forth in Appendix C hereto. Certain legal matters will be passed on for the City by its Corporation Counsel.

MUNICIPAL BANKRUPTCY

The undertakings of the City should be considered with reference to 11 U.S.C. § 101 et seq., as amended and supplemented (the "Bankruptcy Code"), and other bankruptcy laws affecting creditors' rights and municipalities in general. The Bankruptcy Code permits the State or any political subdivision, public agency, or instrumentality that is insolvent or unable to meet its debts to commence a voluntary bankruptcy case by filing a petition with a bankruptcy court for the purpose of effecting a plan to adjust its debts; directs such a petitioner to file with the court a list of petitioner's creditors; provides that a petition filed under this chapter shall operate as a stay of the commencement or continuation of any judicial or other proceeding against the petitioner; grants priority to certain debts owed; and provides that the plan must be accepted in writing by or on behalf of creditors holding at least two-thirds in amount and more than one half in number of the allowed claims of at least one (1) impaired class. The Bankruptcy Code specifically does not limit or impair the power of a state to control by legislation or otherwise, the procedures that a municipality must follow in order to take advantage of the provisions of the Bankruptcy Code.

The Bankruptcy Code provides that special revenue acquired by the debtor after the commencement of the case shall remain subject to any lien resulting from any security agreement entered into by such debtor before the commencement of such bankruptcy case. However, special revenues acquired by the debtor after commencement of the case shall continue to be available to pay debt service secured by those revenues. Furthermore, the Bankruptcy Code provides that a transfer of property of a debtor to or for the benefit of any holder of a bond or note, on account of such bond or note, may not be avoided pursuant to certain preferential transfer provisions set forth in such code.

Reference should also be made to N.J.S.A. 52:27-40 et seq., which provides that a local unit, including the City, has the power to file a petition in bankruptcy with any United States court or court in bankruptcy under the provisions of the Bankruptcy Code, for the purpose of effecting a plan of readjustment of its debts or for the

composition of its debts; provided, however, the approval of the Local Finance Board, as successor to the Municipal Finance Commission, must be obtained.

The City has not authorized the filing of a bankruptcy petition. This reference to the Bankruptcy Code or the State statute should not create any implication that the City expects to utilize the benefits of their provisions, or that if utilized, such action would be approved by the Local Finance Board, or that any proposed plan would include a dilution of the source of payment of and security for the Notes, or that the Bankruptcy Code could not be amended after the date hereof.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of bondholders and noteholders to provide certain financial information and operating data on the City and to comply with the provisions of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented, and as detailed in Continuing Disclosure Certificate (the "Certificate") to be executed on behalf of the City by its Chief Financial Officer, in the forms appearing in Appendix D hereto, such Certificate to be delivered concurrently with the delivery of the Notes. These covenants are being made by the City to assist the purchasers of the Notes in complying with the Rule.

The City has previously failed to file, in a timely manner, its Annual Reports in accordance with the Rule for the calendar years ended December 31, 2011, 2012 and 2013. Generally, the City had previously filed, in a timely manner, the required audited financial statements, but did not timely file all required operating data for the periods referenced above. Additionally, the City had failed to file, in a timely manner, certain material event notices relating to rating changes of the City, the Municipal Qualified Bond Act, the School Qualified Bond Act, the School Bond Reserve Act and various bond insurance companies. Such notices were filed on November 13, 2014. Further, the City recently determined that it inadvertently failed to comply with prior undertakings to provide its Annual Report for the calendar years ended December 31, 2013 and December 31, 2014 with respect to bonds issued by the Jersey City Municipal Utilities Authority (the "JCMUA Undertaking"). However, portions of such Annual Reports were filed with the Municipal Securities Rulemaking Board (the "MSRB") with respect to the City's bonds. The City has since corrected this oversight by linking the required Annual Reports to the JCMUA Undertaking. The City has implemented certain procedures to file its Annual Reports on a more consistent and timely basis in future years. The City's implementation of procedures to file its Annual Reports also includes the continued utilization of Digital Assurance Certification, LLC (DAC) to assist with the City's disclosure requirements.

LEGALITY FOR INVESTMENT

The State and all public officers, municipalities, counties, political subdivisions and public bodies, and agencies thereof, all banks, bankers, trust companies, savings and loan associations, savings banks and institutions, building and loan associations, investment companies, and other persons carrying on banking business, all insurance companies, and all executors, administrators, guardians, trustees, and other fiduciaries may legally invest any sinking funds, moneys or other funds belonging to them or within their control in any bonds of the City, including the Notes, and such Notes are authorized security for any and all public deposits.

FINANCIAL ADVISOR

NW Financial Group, LLC, Hoboken, New Jersey has served as Financial Advisor to the City with respect to the issuance of the Notes (the "Financial Advisor"). The Financial Advisor is not obligated to undertake, and has not undertaken, either to make an independent verification of, or to assume responsibility for the accuracy, completeness, or fairness of the information contained in the Official Statement and the Appendices hereto. The Financial Advisor is an independent firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities.

UNDERWRITING

The Notes are being purchased by _____ (the "Underwriter") at an aggregate price of \$ _____. The Notes are being reoffered to the public at a price of \$ _____. The Underwriter is obligated to purchase all of the Notes if any Notes are purchased.

The initial public offering yields of the Notes set forth on the cover and the inside cover page may be changed without notice by the Underwriters. The Underwriters may offer and sell the Notes to certain dealers (including dealers depositing Notes into investment trusts, certain of which may be sponsored or managed by the Underwriters) and others at yields higher than the offering yields set forth on the inside cover page hereof.

RATING

The City has requested that the Notes be rated by and has furnished information to S&P Global Ratings, acting through Standard & Poor's Financial Services LLC ("S&P") including information that may not be included in this Official Statement. S&P has assigned a rating of "_____" to the Notes.

An explanation of the significance of such rating may be obtained only from S&P. The rating reflects only the views of S&P. Generally, rating agencies base their ratings upon information and materials provided to them and upon investigations, studies and assumptions by the particular rating agency. There can be no assurance that the rating will be maintained for any given period of time or that the rating may not be lowered or withdrawn entirely, if in S&P judgment, circumstances so warrant. Such action, any downward change in, or withdrawal of such rating, may have an adverse effect on the market price of the Notes. The City has not undertaken any responsibility after the issuance of the Notes to assure maintenance of the rating or to oppose any such revision or withdrawal.

CLOSING CERTIFICATES

Upon the delivery of the Notes, the Underwriter will be furnished with the following items: (i) a Certificate executed by the Business Administrator and the Chief Financial Officer of the City (or officers otherwise titled serving in equivalent capacities) to the effect that as of the date of this Official Statement and at all times subsequent thereto, up to and including the time of the delivery of the Notes, this Official Statement did not and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements herein, in the light of the circumstances under which they were made, not misleading, and further stating that there has been no adverse material change in the financial condition of the City since the date of this Official Statement to the date of issuance of the Notes, as appropriate, and having attached thereto a copy of this Official Statement, (ii) a Certificate signed by an officer of the City evidencing payment for the Notes, (iii) a Certificate signed by the Mayor, Business Administrator, Chief Financial Officer and City Clerk evidencing the due execution of the Notes, including statements that (a) no litigation of any nature is pending or, to the knowledge of the signers, threatened, restraining or enjoining the issuance and delivery of the Notes, or the levy and collection of taxes to pay the principal of and interest thereon, nor in any manner questioning the proceedings and authority under which the Notes were authorized or affecting the validity of the Notes thereunder, (b) neither the corporate existence or boundaries of the City nor the title of the signers to their respective offices is being contested, and (c) no authority or proceedings for the issuance of the Notes have been repealed, revoked or rescinded, and (iv) the Continuing Disclosure Certificate; each executed by the Chief Financial Officer.

PREPARATION OF OFFICIAL STATEMENT

The firm of Donohue, Gironda, Doria & Tomkins, LLC, Bayonne, New Jersey, Certified Public Accountants and Registered Municipal Accountants, assisted in the preparation of information contained in this Official Statement, and takes responsibility for the financial statements to the extent specified in the Independent Auditors' Report.

All information has been obtained from sources which Donohue, Gironda, Doria & Tomkins, LLC, considers to be reliable but it makes no warranty, guarantee or other representation with respect to the accuracy and completeness of such information.

NW Financial Group, LLC has not participated in the preparation of the financial or statistical information in this Official Statement, nor has it verified the accuracy, completeness or fairness thereof and, accordingly, expresses no opinion with respect thereto.

GluckWalrath LLP has not participated in the preparation of the financial or statistical information in this Official Statement, nor has it verified the accuracy, completeness or fairness thereof and, accordingly, expresses no opinion with respect thereto.

FINANCIAL STATEMENTS

The comparative balance sheets – regulatory basis of the various funds of the City as of and for the years ended December 31, 2015 and 2014, and the related comparative statement of operations and changes in fund balance – regulatory basis, statement of revenues – regulatory basis and statement of appropriations – regulatory basis, of the Current Fund, and the related statement of changes in Fund Balance – regulatory basis, of the General Capital Fund, for the years then ended, together with the related Notes to the Financial Statements for the years then ended, are presented in Appendix B to the Official Statement. The financial statements referred to above have been audited by Donohue, Gironda, Doria & Tomkins, LLC, Bayonne, New Jersey, independent auditor, as stated in its report appearing in Appendix B.

Also included in Appendix B are unaudited balance sheets – regulatory basis of the various funds of the City as of December 31, 2016 and the related unaudited statement of operations and changes in fund balance – regulatory basis for the year ended December 31, 2016, without accompanying note disclosures. The unaudited financial statements referred to above have been abstracted from the annual financial statement (unaudited) of the City for the year ended December 31, 2016, as stated in the accountant's compilation report prepared by Donohue, Gironda, Doria & Tomkins, LLC, Bayonne, New Jersey, independent auditor.

ADDITIONAL INFORMATION

Inquiries regarding this Official Statement, including requests for information additional to that contained herein, may be directed to Donna L. Mauer, CMFO, Chief Financial Officer, City of Jersey City, 280 Grove Street, Jersey City, New Jersey 07302, (201) 547-5042.

MISCELLANEOUS

This Official Statement is not to be construed as a contract or agreement between the City and the purchasers or holders of any of the Notes. Any statements made in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended merely as opinions and not as representations of fact. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there have been no changes in the affairs in the City since the date thereof. The information contained in this Official Statement is not guaranteed as to accuracy or completeness.

This Official Statement has been duly approved, executed and delivered by the City.

THE CITY OF JERSEY CITY

By: _____
Robert J. Kakoleski, Business Administrator

By: _____
Donna Mauer, Chief Financial Officer

Dated: June __, 2017

APPENDIX A

CERTAIN INFORMATION REGARDING THE CITY OF JERSEY CITY

THE CITY OF JERSEY CITY

The legislative power of the City of Jersey City (the "City") is vested in the Municipal Council (the "Council"), which is composed of nine members, six of whom are elected from the City's six wards and three of whom are elected at large. The Council meets regularly and operates in accordance with the Optional Municipal Form of Government, Section 40:69A-1 *et seq.*, of the New Jersey statutes. The Council members serve four-year terms beginning on the first day of July following their election. Their current term commenced July 1, 2013. The current members of the Council, their titles and the date they first took office are shown on the following table:

MUNICIPAL COUNCIL

<u>Name</u>	<u>Title</u>	<u>Date First In Office</u>
Rolando R. Lavarro	Council President	November 14, 2011
Daniel Rivera	Councilman-at-Large	July 1, 2013
Joyce Watterman	Councilwoman-at-Large	July 1, 2013
Frank Gajewski	Ward A Councilman	July 1, 2013
Chris L. Gadsden	Ward B Councilman	November 13, 2016
Richard Boggiano	Ward C Councilman	July 1, 2013
Michael Yun	Ward D Councilman	July 1, 2013
Candice Osborne	Ward E Councilwoman	July 1, 2013
Jermaine Robinson	Ward F Councilwoman	January 21, 2017

On January 12, 2016, the Municipal Council adopted an ordinance authorizing a binding referendum on the question of amending the City's charter to provide for the holding of its municipal elections on the same dates as the November general elections. The voters approved such referendum at the November 8, 2016 general election. Accordingly, the next election for Mayor and Council will take place in November 2017 and the current terms of office will be extended from June 30, 2017 to December 31, 2017, with the new four-year terms beginning on January 1, 2018.

The executive power of the City is exercised by the Mayor, who is responsible for administering the charter and ordinances and general laws of the City. The Mayor is responsible for preparing and administering the City's annual expense and capital budgets. The Mayor supervises all of the departments in the City and reports annually to the Council and the public the results of the previous year's operations. The Mayor has the power to approve ordinances adopted by the Council or to return them to the Council with a statement of his objections. A vote by two-thirds of the members of the Council may override the Mayor's veto. The Mayor may attend meetings of the Council and may take part in discussions. The Mayor has no vote in the proceedings of the Council except to fill a vacancy in the Council, in which case he may cast the deciding vote. The Mayor appoints the Business Administrator and the Directors of nine City departments with the advice and consent of the Council. In the event that the Mayor is unable to fulfill his responsibilities under the applicable provisions of the New Jersey Statutes and the Jersey City Charter, the Council is required to appoint a Mayor to serve until the next election. There are no term limits for the office of Mayor or for any Council member.

Administration

Following are biographical sketches of the City officials with responsibility for financial management:

STEVEN M. FULOP, Mayor

Steven Michael Fulop, a democrat, is the 49th and current Mayor of Jersey City, New Jersey. He is the youngest mayor in the country of a city with a population larger than 250,000. Mayor Fulop was elected Mayor on May 14, 2013, defeating a three term incumbent mayor and the political establishment. Prior to serving as Mayor, Steven Fulop served as the Ward E Councilman of the City for eight years.

A first generation American, Mayor Fulop grew up in an immigrant family in Edison, New Jersey. His father owned a delicatessen in Newark, where Mayor Fulop often worked. His mother, the daughter of Holocaust survivors, worked in an immigration services office helping others gain citizenship.

Mayor Fulop graduated from Binghamton University in 1999, and in 2006 completed both his Masters in Business Administration at the New York University Stern School of Business and his Masters in Public Administration at Columbia University School of International and Public Affairs (SIPA). While attending Binghamton University, he spent time abroad studying at Oxford University in England.

Upon graduating from college, Mayor Fulop joined Goldman Sachs. After working in financial services for several years and seeing first hand the effects of the September 11 attacks, he decided to put his career at Goldman Sachs on hold and join the United States Marine Corps. Shortly after completion of Marine Corps boot camp on January 14, 2003, Mayor Fulop was deployed to Iraq, where he served as part of the 6th Engineer Support Battalion. He and his unit were recipients of numerous awards and recognition for service including the Overseas Service Ribbon, Meritorious Masts, and the Presidential Unit Citation.

Currently, Mayor Fulop is a trustee of the Liberty Science Center, and previously served on the Board of Directors for the Columbia University Alumni Association and the board for the Learning Community Charter School. He is an avid tri-athlete completing the 2012 NY Ironman Championship in less than 12 hours.

ROBERT J. KAKOLESKI, Business Administrator

Robert J. Kakoleski was named Acting Director of the Department of Administration on August 1, 2013. Mr. Kakoleski received a Masters of Public Administration degree in 2002 from Fairleigh Dickinson University. He also earned his bachelor's degree from Rutgers University. Mr. Kakoleski worked for more than 16 years as the Jersey City Police Department's fiscal officer, deputy director and department director. He became Assistant Business Administrator for the City in 2004 and named the City's budget director in 2010. Mr. Kakoleski is also a New Jersey Certified Municipal Finance Officer and he has completed a certification program in labor relations at Rutgers University. On March 26, 2014, the Mayor appointed Mr. Kakoleski as Business Administrator of the City.

MARK ALBIEZ, Mayor's Chief of Staff

Mark Albiez began his career in public service in 2003 as Program Coordinator with the Jersey City Department of Recreation, where he was responsible for overseeing various recreational programs and grant writing for the department.

In 2008, Mr. Albiez was named the Chief of Staff to New Jersey Assemblyman Ruben Ramos, Jr. (January of 2008 – December of 2011) then began working for State Senator Brian P. Stack (January of 2009 – July of 2014) in the same role, directing the daily functions of both offices, which operated in a joint capacity, focusing on constituent services, drafting of legislation, legislative processes, and interaction with government offices, public agencies and members of the media. Mr. Albiez was then employed as Deputy Director of the Union City Department of Recreation, Parks and Public Property (January of 2012 – July of 2014), advancing the creation and refurbishment of parks and recreational facilities and securing funding streams for respective projects.

Mr. Albiez joined the administration of Jersey City Mayor Steven Fulop in July of 2014 and was appointed as Chief of Staff. Mr. Albiez earned a degree in Bachelor of Arts in Philosophy from Rutgers University, New Brunswick.

JEREMY A. FARRELL, ESQ., Corporation Counsel

On July 1, 2013, Jeremy A. Farrell was appointed Corporation Counsel for the City. Mr. Farrell heads the Department of Law, which represents the City in all legal matters and advises the Mayor and City Council on policy initiatives.

Mr. Farrell is a 2003 graduate of McGill University where he received a Bachelor of Arts degree in Political Science and International Development. He received his Juris Doctorate from Seton Hall University

School of Law in 2007. While attending Seton Hall Law School, Mr. Farrell was a Chancellor Scholar and Distinguished Scholar. He also served as a member of the Seton Hall Sports and Entertainment Law Journal and a Student Bar Association Senator.

Upon graduating from law school in 2007, Mr. Farrell joined McElroy, Deutsch, Mulvaney & Carpenter, LLP ("McElroy"), one of New Jersey's prominent law firms. In 2008, he left McElroy to serve as Judicial Law Clerk to the Honorable Dennis M. Cavanaugh, United States District Judge for the District of New Jersey. He returned to the firm in the fall of 2009. At McElroy, Mr. Farrell practiced Commercial Litigation, Municipal Law, Condemnation Law, Construction Litigation, and Bankruptcy.

ANTHONY CRUZ, Director of Housing, Economic Development and Commerce

Mr. Cruz worked for a planning and designing firm, SAM Inc., in the mid 1980's and left the firm to start a career in government in 1992. That year he was appointed by the Hudson County Executive as the Director of Constituent Services for the County of Hudson where he was responsible for building partnerships with non-profit organizations. In 2000, Mr. Cruz became a Special Projects Manager for United States Senator Jon Corzine where he worked on Police/ Fire Grants and Environmental issues. He left the State to become a Senior Advisor and Deputy Mayor under the late Mayor Glenn D. Cunningham. Mr. Cruz was also responsible for running a state funded program that helped homeowners rehabilitate their homes and started the largest Special Improvement District in the City. On March 26, 2014, Mr. Cruz was appointed Director of Housing, Economic Development and Commerce.

DONNA MAUER, Chief Financial Officer

Donna Mauer holds a B.S. in Business Administration from New Jersey City University and a Masters of Public Administration from Fairleigh Dickinson University. She started employment with the Department of Finance of the City in 1987. Since that time, she held various positions, including Assistant Budget Officer. On December 14, 2005, Ms. Mauer was appointed Chief Financial Officer and reappointed on December 17, 2008 and acquired tenure in the position on January 1, 2009.

City Employees

As of December 31, 2016, the City had 2,923 employees. The following table shows a breakdown of the City's employees over the past five years:

CITY EMPLOYEES

	<u>Permanent</u>	<u>Temporary</u>	<u>Grants/ Enterprise Fund</u>	<u>Water Utility</u>	<u>Total⁽¹⁾</u>
December 31, 2016	2,793	90	36	4	2,923
December 31, 2015	2,581	76	67	5	2,729
December 31, 2014	2,392	70	34	6	2,502
December 31, 2013	2,381	68	55	6	2,510
December 31, 2012	2,408	41	33	7	2,489

⁽¹⁾ Total does not include Seasonal Employees

Approximately 2,256 of the City's employees are represented by one of 9 different bargaining units. The New Jersey Public Employee Relations Act, as amended, specifies a negotiation and advisory fact finding process (civilian unions) or interest arbitration (uniformed service unions) in the event of a negotiations impasse. The major public employee unions of the City are set forth below with a description of each:

LOCAL 1064 represent approximately one hundred fifty six (156) fire officers in the rank of Captain, Battalion Chief and Deputy Chief. A new four (4) year collective bargaining agreement was reached in March 2013 for the period January 1, 2013 to December 31, 2016. The basic financial terms were as

follows: January 2013 – 0%; July 2013 – 2.5%; January 2014 2.15%; January 2015 – 2.25%; January 2016 – 1.95%. Negotiations are ongoing and moving in a positive direction. A successor agreement is expected soon.

LOCAL 1066 represent approximately four hundred and two (402) fire fighters. A new collective bargaining agreement was reached. The basic financial terms were January 1, 2016 – 1.95%, January 1, 2017 – 1.5%, April 1, 2018 – 1.5%; June 1, 2019 – 1.5%..

THE POLICE SUPERIOR OFFICERS' ASSOCIATION represents approximately one hundred forty seven (147) Superior Officers in the rank of Sergeant, Lieutenant, Captain and Inspector. A new four (4) year collective bargaining agreement was reached in March 2013 for the period January 1, 2013 to December 31, 2016. The basic financial terms were as follows: January 2013 – 0%; July 2013 – 2.5%; January 2014 2.15%; January 2015 – 2.25%; January 2016 – 1.95%. Negotiations are ongoing and moving in a positive direction. A successor agreement is expected soon.

THE POLICE OFFICERS' BENEVOLENT ASSOCIATION represents approximately six hundred and forty eight (648) Police Officers and Detectives below the rank of Sergeant. A new four (4) year collective bargaining agreement was reached in March 2013 for the period January 1, 2013 to December 31, 2016. The basic financial terms were as follows: January 2013 – 0%; July 2013 – 2.5%; January 2014 2.3%; January 2015 – 2.25%; January 2016 – 1.95%. The contract also included the lowering of the starting salary for new hires and other significant reduction in benefits for additional cost savings. Negotiations have begun but not as far along as the public safety unions.

JERSEY CITY SCHOOL TRAFFIC GUARDS ASSOCIATION represents approximately two hundred (200) employees who tend the crosswalks near elementary schools in the City to safely assist children. A successor agreement was reached October 2013 for a four (4) year January 1, 2012 to December 31, 2015. The basic financial terms were as follows: January 2012 – 3.5%; January 2013 – 3.25%; January 2014 – 2.75%; January 2015 – 2.25%. Also, new crossing guard hires will no longer receive medical benefits. There are no changes to date. Negotiations have not yet begun.

JERSEY CITY SUPERVISORS' ASSOCIATION represents approximately eighty five (85) civilian Supervisors holding titles above the rank of "foreman", but below the level of Division Head. A new three and half year contract was ratified by the City Council May 2013. The agreement calls for the following salary increases: effective July 1, 2011 - \$0; January 1, 2012 - \$0; April 1, 2012 - \$1,350; January 1, 2013 - \$1,400 and January 1, 2014 - \$1,500. Negotiations are currently ongoing. A tentative agreement has been reached but not ratified by the membership of City Council yet.

JERSEY CITY PUBLIC EMPLOYEES, LOCAL 245, represents approximately one hundred thirty seven (137) foremen and their subordinates, in the Department of Public Works and the Department of Recreation. A new three and half year contract was ratified by the City Council May 2013. The agreement calls for the following salary increases: effective July 1, 2011 - \$350; January 1, 2012 - \$1,000; January 1, 2013 - \$1,000 and January 1, 2014 - \$1,000. Negotiations are currently ongoing.

JERSEY CITY PUBLIC EMPLOYEES, LOCAL 246, represents approximately four hundred eighty (480) employees who are subordinate to Supervisors in the Mayor's Office, the Department of Administration, the Department of Finance, the Department of Law, the Department of Health and Human Services, and the Department of Housing, Economic Development and Commerce, the Office of the City Clerk, the Office of the Tax Assessor, the Department of Fire (non-uniformed) and the Department of Public Safety (non-uniformed). A new three and half year contract was ratified by the City Council in May 2013. The agreement calls for the following salary increases: effective July 1, 2011 - \$0; January 1, 2012 - \$0; April 1, 2012 - \$1,000; January 1, 2013 - \$1,000 and January 1, 2014 - \$1,250. A 4-year deal has been agreed to as follows: January 1, 2015 - \$1,125, January 1, 2016 - \$1,125; January 1, 2017 - \$1,400 and January 1, 2018 - \$1,500.

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 68-68A-68B, AFL-CIO represents three (3) employees holding titles of boiler operators or chief engineer. A new three and half

year contract was ratified by the City Council May 2013. The agreement calls for the following salary increases: effective July 1, 2012 - \$0; January 1, 2013 - \$0; April 1, 2013 - \$1,350; January 1, 2014 - \$1,400 and January 1, 2015 - \$1,500. Negotiations have not begun.

The Jersey City Public Schools

The public school system of the City, the second largest school district in the State, served a total enrollment of approximately 27,672 students for school fiscal year 2016-17. The system employs professional and non-professional personnel, including teacher's aides. The student population is provided with a comprehensive school program including college preparatory programs, vocational training and special education classes housed in regular elementary and secondary schools. In school fiscal year 2016-17, the school district had 4,665 full-time employees. The school system currently includes 25 elementary schools, four middle schools, eight high schools, one regional day, one adult education school and 40 childcare sites.

Since October 1989, the school system has been operated by the State of New Jersey pursuant to the New Jersey Public School Education Act of 1975, as amended, N.J.S.A. 18A:7A-1 *et seq.* The Commissioner of Education appointed a State Superintendent to manage the district.

The State-operated school district enabling legislation, N.J.S.A. 18A:7A-34 *et seq.*, makes provision for the City to provide moneys to the State-operated school district for the payment of operating expenditures. Chapter 139 of the Pamphlet Laws of 1991 provided a mechanism similar to the pre-existing one for the authorization and issuance of school promissory notes and school serial bonds by the City secured by the power and authority of the City to levy ad valorem real property taxes. The Capital Project Control Board of the City's Public Schools has the authority to review and recommend the necessity for capital projects proposed by the Superintendent. Following the adoption of a resolution by the Capital Project Control Board, the Municipal Council of the City shall consider a School bond ordinance. The State, by the takeover of the school system in the City, has not affected, modified or impaired the authority or the obligation of the City for the levy and collection of sufficient real property taxes to pay the interest and principal on outstanding school debt.

Related Authorities and Functions

Sewer services are provided to the City through the Jersey City Municipal Utilities Authority (the "JCMUA") and solid waste disposal is provided by the Jersey City Incinerator Authority (the "JCIA"). On December 10, 1997, the Jersey City Sewerage Authority was reorganized to form the JCMUA. On January 15, 1998, the City and the JCMUA executed a Franchise and Service Agreement pursuant to which the JCMUA assumed operation of the City's Water Utility until January 31, 2008. In May 2003, the City and the JCMUA executed an amended and restated franchise and service agreement pursuant to which the JCMUA's obligations to operate the City's Water Utility was extended through March 31, 2028. See "Jersey City Municipal Utilities Authority" and "The Jersey City Incinerator Authority" under "CITY INDEBTEDNESS AND DEBT LIMITS – Other City-Related Obligations" herein.

City Budget Requirements - General

State law imposes specific budgetary procedures upon local government units such as the City. Pursuant to the Local Budget Law, the City is required to have an operating budget, which provides for sufficient cash collections to pay all debt service and operating costs during the fiscal year and, in addition, provide for any statutory and mandatory payments, such as pension and insurance costs, required to be made during the fiscal year.

The City's operating budget must be in the form required by the Division of Local Government Services in the Department of Community Affairs, State of New Jersey (the "Division"). Items of revenue and appropriation are statutorily regulated and must be certified by the Director of the Division (the "Director") prior to final adoption of the budget by the Council. The Director is required to review the adequacy of such appropriations for certification. The Director has no authority over individual operating appropriations, unless a specific amount is required by law, but the review, which focuses on anticipated revenues, is intended to insure revenues are sufficient to pay expenses.

The Business Administrator and Budget Director prepare the Municipal Budget of the City for the Mayor. During the month of November, all department heads are required to submit requests for appropriations for the next budget year and appear before the Business Administrator, the Budget Director and the Council at public hearings to explain their departmental requests. The Mayor then submits his recommended budget to the Council. The Council may reduce any item or items in the budget by a majority vote but may increase any item or items only upon an affirmative vote of two-thirds of the members of the Council. After the budget is introduced, it may be approved on first reading by majority vote of the Council. After the Council approves the budget, it is submitted to the Director for approval and advertised. A public hearing is held. Upon completion of the public hearing, the budget is adopted by the Council and submitted to the Division for certification.

The City has transitioned from a State fiscal year to a calendar fiscal year. Under State law, the City is required to have a budget adopted by March 20, although the Director, with the approval of the Local Finance Board, may extend this date and the Municipal Council may adopt the budget within ten days after the Director shall have certified his approval thereof pursuant to N.J.S.A. 40A:4-5.1. For Calendar Year 2012, the budget was introduced on February 22, 2012 and adopted on July 31, 2012. For Calendar Year 2013, the budget was introduced on February 27, 2013 and adopted on July 17, 2013. For Calendar Year 2014, the budget was introduced on March 12, 2014 and adopted on September 23, 2014. For Calendar Year 2015, the budget was introduced on March 11, 2015 and adopted on July 28, 2015. For Calendar Year 2016, the budget was introduced on February 24, 2016 and adopted on July 20, 2016.

Prior to formal budget adoption, the City uses a temporary operating budget to guide expenditures. Temporary appropriations may be made pursuant to N.J.S.A. 40A:4-19.1 and, in addition, emergency temporary appropriations may be made pursuant to N.J.S.A. 40A:4-20. The City's budget for the first quarter of its calendar year (January 1 through March 31) is equal to one-fourth of the annual budget for the preceding calendar year. If a budget for a calendar year is not adopted by March 31, the City establishes periodic temporary budgets.

The monitoring of the budget is a continuous process, and encompasses financial controls in the areas of encumbrance of obligations and public contracts law. Under State law, expenditures cannot be made unless there is a certification as to availability of funds from the operating or capital budget. The budget is utilized throughout the operating year as a management tool and policy instrument representing the City's plan of action for the provision of services. Expenditures are monitored throughout the year and, two months before the end of the fiscal year, the budget may be amended to transfer expenditures from one line item to another. Emergency appropriations may be made to the extent revenues are insufficient to pay expenditures, with the amounts so appropriated raised in the succeeding fiscal year.

No local unit in New Jersey is permitted to issue long-term bonds for the payment of current expenses or to pay outstanding obligations (except for the refunding or repayment of successful real property tax appeals and certain statutorily authorized non-recurring expenses, which requires the approval of the Local Finance Board). Like other New Jersey municipalities, the City makes a major portion of its expenditures early in each year while receipts are heaviest late in the year. The City has managed this cash flow imbalance through temporary transfers from its capital and grant accounts, and restoring these funds by year end with the tax and State aid revenues received. A local unit may issue tax anticipation notes for the payment of current expenses under the Local Budget Law. The City has not issued tax anticipation notes since April 1991.

Public School Budgeting Process

Under the provisions of the New Jersey Public Education Act of 1975, as amended, the Superintendent of a State-operated school district, after preparation of and hearing on a proposed budget, is required to fix and determine the amount of money necessary to be appropriated for the school year and is required to certify the amounts to be raised by taxes. The City may appeal to the Commissioner of Education the amount determined necessary. The Commissioner, upon receipt of such appeal and completion of the hearing process, shall determine the amount necessary for the district to provide a thorough and efficient educational program including the implementation of the plan to correct deficiencies. The City may apply to the Director of the Division for a determination that the local share of revenues needed to support the district's budget results in an unreasonable tax burden. Based upon this review, the Director certifies the amount of revenues, which can be raised locally to support the budget of the State-operated district. Any difference between the amount which the Director certifies and the total amount of local

revenues required by the budget approved by the Commissioner is paid by the State in the fiscal year in which the expenditures are made, subject to the availability of appropriations. The State supplemented the City's school tax revenues with \$20,000,000 for the Fiscal Year 1999. Since Fiscal Year 2000, the State has not supplemented the City's school tax revenues.

Limitation on Expenditures

Section 40A:4-45.3 of the Local Budget Law, commonly known as the "Cap Law," as enacted provided that a municipality shall limit any increase in its operating budget to five percent or the calculated Index Rate, whichever is less, over the previous year's final appropriations, subject to certain exceptions. The Local Finance Board has the authority, under Section 40A:4-45.3 of the Local Budget Law, to grant additional exceptions to the Cap Law under certain circumstances. The Index Rate is defined as the annual percentage increase in the Implicit Price Deflator for State and Local Government Purchasers of Goods and Services produced by the United States Department of Commerce as announced by the Director. Municipalities may elect, upon adoption of an ordinance, to approve an increase in appropriations that is greater than the Index Rate, not to exceed five percent, when the Index Rate is less than five percent. Major exceptions not subject to the spending limitation include: capital expenditures and debt service; State and Federal appropriations; expenditures mandated as a consequence of certain public emergencies; certain expenditures mandated by law; cash deficits of the preceding year approved by the Local Finance Board; amounts required to be paid pursuant to any contract with respect to use, services or provision of any project, facility or public improvement for water, sewer, solid waste, parking, senior citizen housing or similar purpose, or payments on account of debt service therefor or lease payments as made with respect to a facility owned by a county improvement authority where such lease payments are a necessity to amortize debt of the authority; amounts expended to meet the standards established by the New Jersey Public Employees' Occupational Safety and Health Act; amounts appropriated for expenditures resulting from impact of a hazardous waste facility; any expenditure mandated as a result of a natural disaster, civil disturbance or other emergency that is specifically authorized pursuant to a declaration of an emergency by the President of the United States or by the Governor; expenditures for the cost of services mandated by any order of court, statute or administrative rule issued by a State agency which has identified such cost as mandated expenditures on certification to the Local Finance Board by the State agency; and amounts reserved for uncollected taxes. The "Cap Law" does not limit the obligation of the City to levy ad valorem taxes upon all taxable real property within the City to pay debt service.

On June 21, 2004, the Legislature enacted amendments to the "Cap Law", under which municipalities are required to limit any increase in its operating budget to 2.5% or the "cost-of-living adjustment" (formerly known as the "Index Rate"), whichever is less, over the previous year's final appropriations, subject to certain exceptions. Municipalities are permitted to elect, upon adoption of an ordinance, to approve an increase in appropriations that is greater than the cost-of-living adjustment, not to exceed 3.5%, when the cost-of-living adjustment is less than or equal to 2.5%. However, the amendment eliminates the existing option to exceed the current 5% increase, but not to exceed the Index Rate, when the Index Rate is greater than 5%. The amendment also eliminates certain of the exceptions to the spending limitation, including: amounts expended to meet the standards established by the New Jersey Public Employees' Occupational Safety and Health Act; amounts appropriated for expenditures resulting from the impact of a hazardous waste facility; amounts appropriated for the cost of administering a joint insurance fund; amounts appropriated for the cost of implementing an estimated tax billing system and the issuance of tax bills thereunder; and amounts expended to pay the salaries of police officers hired under the federal "Community Oriented Policing Services" program. The amendment also requires Local Finance Board approval to utilize existing exceptions for: expenditures of amounts actually realized in the local budget year from the sale of municipal assets; and expenditures related to the cost of conducting and implementing a total property tax levy sale. The exception for amounts expended for the staffing and operation of the municipal court was replaced with an exception for newly authorized operating appropriations for the municipal court or violations bureau when approved by the vicinage Presiding Judge of the Municipal Court after consultation with the mayor and governing body of the municipality.

The "Cap Law" is subject to frequent amendment by the Legislature. See "CITY REVENUES - Property Tax Reform" below.

Additionally, legislation constituting P.L. 2010, c. 44, effective July 13, 2010, imposes a two percent (2%) cap on the tax levy of a municipality, county, fire district or solid waste collection district, with certain exceptions

and subject to a number of adjustments. The exclusions from the limit include increases required for capital expenditures, including debt service, increases in pension contributions in excess of 2%, certain increases in health care over 2%, and extraordinary costs incurred by a local unit directly related to a declared emergency. The governing body of a local unit may request approval, through a public question submitted to the legal voters residing in its territory, to increase the amount to be raised by taxation, and voters may approve increases above 2% not otherwise permitted under the law by an affirmative vote in excess of 50%.

The Division has advised that counties and municipalities must comply with both budget "CAP" and the tax levy limitation. Neither the tax levy limitation nor the "CAP" law, however, limits the obligation of the City to levy ad valorem taxes upon all taxable property within the boundaries of the City to pay debt service on bonds and notes.

In accordance with the Local Budget Law, each local unit must adopt and may from time to time amend rules and regulations for capital budgets, which rules and regulations must require a statement of capital undertakings underway or projected for a period not greater than over the next ensuing six years as a general improvement program. The capital budget, when adopted, does not constitute the approval or appropriation of funds, but sets forth a plan of the possible capital expenditures, which the local unit may contemplate over the next six years. Expenditures for capital purposes may be made either by ordinances adopted by the governing body setting forth the items and the method of financing or from the annual operating budget if the terms were detailed.

Anticipation of Real Estate Taxes

With regard to current taxes, Section 40A:4-41 of the Local Budget Law provides that "receipts from the collection of taxes levied or to be levied in the municipality, or in the case of a county for general county purposes and payable in the fiscal year shall be anticipated in an amount which is not in excess of the percentage of taxes levied and payable during the next preceding fiscal year which was received in cash by the last day of the preceding fiscal year."

This provision requires that the City establish a non-spending appropriation reserve for uncollected taxes in the current year as a percentage of the current levy equal to the percent uncollected of the prior year's levy. This additional amount must be added to the tax levy required in order to balance the budget.

Section 40A:4-29 of the Local Budget Law sets limits on the anticipation of delinquent tax collections: "The maximum which may be anticipated is the sum produced by the multiplication of the amount of delinquent taxes unpaid and owing to the local unit on the first day of the current fiscal year by the percentage of collection of delinquent taxes for the year immediately preceding the current fiscal year."

The City school district and the County receive 100% of their tax levies, which are collected and paid to them by the City. As a result of the structure of the State's system of taxation, the City, along with other similarly situated municipalities, bears the full burden of the uncollected taxes.

Anticipation of Miscellaneous Revenues

Section 40A:4-26 of the Local Budget Law provides: "No miscellaneous revenues from any source shall be included as an anticipated revenue in the budget in an amount in excess of the amount actually realized in cash from the same source during the next preceding fiscal year, unless the Director shall determine upon application by the governing body that the facts clearly warrant the expectation that such excess amount will actually be realized in cash during the fiscal year and shall certify such determination, in writing, to the local unit."

Deferral of Current Expenses

Supplemental emergency appropriations may be authorized by the governing body of the City after the adoption of the budget and determination of the tax rate. However, with minor exceptions, such appropriations must be included in full in the following year's budget. Under Sections 40A:4-48 and 40A:4-49 of the Local Budget Law, any emergency appropriation must be declared by resolution according to the definition provided in Section 40A:4-46 of the Local Budget Law, approved by at least two-thirds of the governing body and must also be

approved by the Director if all emergency appropriations made during the year exceeds 3% of the total current and utility operating appropriations in the budget for that year.

Protection of Municipal Funds and Investment Policy

The City complies with the State statutory and regulatory requirements for the deposit and investment of public monies. The City on a daily basis deposits cash receipts in institutions located in New Jersey which are approved by the State and are insured by the Federal Deposit Insurance Corporation or by other agencies of the United States (although the amount of the City's deposit may exceed the insurance coverage limits) or in the State of New Jersey Cash Management Fund. The Cash Management Fund, which was established in 1977, is a short-term investment pool for the State and its cities, towns and school districts. The investments held by the Cash Management Fund must have average maturities not exceeding one year. The types of investments are regulated by the State Investment Council. The regulations allow investment in repurchase agreements with the purchased securities held by a custodian. The regulations also permit reverse repurchase agreements; however, the proceeds are invested in the Cash Management Fund.

In addition to making deposits with the above described financial institutions, pursuant to N.J.S.A.40A:5-15.1, the City is permitted to purchase the following types of securities as investments:

- 1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America (Treasury Bills, notes and bonds).
- 2) U.S. Government money market funds.
- 3) Any obligation that a Federal agency or a Federal instrumentality has issued in accordance with an Act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependable on any index or other external factor.
- 4) Bonds or other obligations of the local unit or bonds or other obligations of school districts of which the local unit is a part or within which the school district is located.
- 5) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by The Department of Treasury, Division of Investments.
- 6) Local government investment pools, such as New Jersey Class, and the New Jersey Arbitrage Rebate Management Program.
- 7) Deposits with the State of New Jersey Cash Management Fund.
- 8) Repurchase agreements of fully collateralized securities, if:
 - a) The underlying securities are permitted investments pursuant to N.J.S.A. 40A: 5-15.1;
 - b) The custody of the collateral is transferred to a third party;
 - c) The maturity of the agreement is not more than 30 days;
 - d) The underlying securities are purchased through banks approved by the Department of Banking and Insurance under the Government Unit Depository Projection Act. ("GUDPA").
 - e) A master repurchase agreement providing for the custody and security of the collateral is executed.

Compliance with the State statutes may not assure that the City's investments will have the liquidity, security or adequate deposit insurance to protect the City against all losses. For example, the relevant deposit statute, N.J.S.A.17:9-44, only requires public depository banks to maintain collateral for deposits of public funds exceeding insurance limits (\$100,000) generally equal to five percent of the average daily balance of public funds. Additionally, the State has the power to require that all banks holding public funds contribute amounts sufficient to

reimburse an eligible municipality if any bank holding public funds becomes insolvent. However, it is unclear how quickly other state-qualified depositories could act to reimburse an exposed municipality through the State supervised program which may result in limited liquidity and a shortage of cash for the City and other municipalities in the State. Furthermore, it is currently unclear whether the State of New Jersey Cash Management Fund could maintain sufficient liquidity during a period of economic stress if many municipalities including the City sought the immediate return of cash.

CITY INDEBTEDNESS AND DEBT LIMITS

State law regulates the issuance of debt by local government units. No local unit is permitted to issue bonds for the payment of current expenses or to pay outstanding obligations, except for, among certain other limited purposes, refunding purposes with the approval of the Local Finance Board. Like other New Jersey municipalities, the City makes a major portion of expenditures early in each year while receipts are heaviest late in the year. Historically, the City has managed this cash flow imbalance through temporary transfers from its capital and grant accounts and restores these funds with the tax and State aid revenues received by year-end. The City also has options, which it may exercise to reduce, defer or fund appropriations remaining at the end of a fiscal year for which insufficient cash is available. The Local Budget Law empowers the City to issue, but limits the amount of, tax anticipation notes ("TANs") that may be issued and requires the repayment of such notes within four months of the end of the fiscal year in which issued. The City has not issued TANs since April 1, 1991.

Debt Limits

State statutes set forth debt limits for counties and municipalities. The City's net debt is limited by the Local Bond Law to an amount equal to 3.50% of its average equalized valuation basis. The average equalized valuation basis of the City is set by statute as the average for the last three preceding years of the sum total of (a) the aggregate equalized valuation of real property together with improvements and (b) the assessed valuation of Class II railroad property within its boundaries as annually determined by the State Board of Taxation. See "CITY REVENUES – Equalization Rate and Tax Collection Rates" herein for a discussion of the City's assessed valuations. The debt limit pursuant to Title 18A of the New Jersey Statutes for the City school district, a Type I district of the first class, is 8% of such average valuation basis. Certain categories of debt are permitted by statute to be deducted for purposes of computing the statutory debt limit. Pursuant to law, the City has deducted the amount of authorized school debt.

Exception to Debt Limit - Extensions of Credit

The debt limit of the City may be exceeded only with the approval of the Local Finance Board. If all or any part of a proposed debt authorization would exceed its debt limit, the City must apply to the Local Finance Board for an extension of credit. An extension of credit may be granted based on a formula tied to the annual retirement of principal or need to protect the health, welfare or safety of the residents in a municipality. The Local Finance Board considers the request, concentrating its review on the effect of the proposed authorization on outstanding obligations. If the Local Finance Board determines pursuant to statute and regulation that a proposed debt authorization would materially impair the ability of the City to meet its obligations or to provide essential services, approval is denied.

In calendar years ending December 31, 2014, December 31, 2015 and December 31, 2016, total debt as a percentage of the equalized value of the City was 2.59%, 2.26% and 2.04%, respectively.

State law permits the City school district acting through the Municipal Council to authorize debt in excess of its individual debt limit. It does so by using the borrowing capacity of the City for school purposes after the school debt margin has been exhausted. The Local Finance Board is involved only if the proposed debt authorization exceeds the debt limit of both the City and the City school district.

Exception to Debt Limit - Real Property Tax Appeal Refunding Notes

The City revalued the real property located in the City in 1988. See "CITY REVENUES -- Equalization Rate and Tax Collection Rates". After the revaluation, the number of tax appeals increased substantially. In order

to file a tax appeal, a property owner must first pay the taxes that are owed. If the appeal is successful, the taxes are then refunded to the owner. The refund may occur in a fiscal year subsequent to the fiscal year in which the owner paid the taxes. Because of the magnitude of the tax appeals and the amount that was required to be refunded, the Local Finance Board and the Municipal Council have allowed the City to issue tax refunding obligations to finance the tax refunds. The tax refunding obligations issued to date are one-year notes, renewable annually for five to seven years after their date of issuance, with the amortization schedule approved by the Local Finance Board. As of December 31, 2015, \$2,738,740 principal amount of real property tax appeal refunding notes were outstanding. As of December 31, 2016 principal amount was fully paid and none were outstanding.

Debt Statements

The City must report all new authorizations of debt or changes in previously authorized debt to the Division through the filing of Supplemental and Annual Debt Statements. The Supplemental Debt Statement must be submitted to the Division before final passage of any debt authorization. Before the end of the first month of each fiscal year, the City must file an Annual Debt Statement as of the last day of the preceding fiscal year with the Division. Through the Annual and Supplemental Debt Statements, the Division monitors all local borrowing.

In calculating the debt limit, the City is allowed to deduct certain types of debt. Deductions from gross debt are allowed for school purposes of an amount equal to 8% of average equalized valuations and for any additional State School Building Aid Bonds authorized (P.L. 1968, c. 177, as amended P.L. 1971, c. 10, as amended and P.L. 1978, c. 74). The deduction from municipal gross debt includes bonds issued and bonds authorized but not issued to meet cash grants-in-aid for a housing authority, redevelopment agency or municipality acting as its local redevelopment entity (Section 40A:12A-37(d) of the Local Redevelopment and Housing Law) and funds in hand (including proceeds of bonds held to pay other bonds).

The following table sets forth the amount of debt that the City has outstanding, authorized but not yet issued as well as deductions for each purpose (school, municipal and water) and the amount of debt that the City has authorized for each purpose but has not yet incurred. In addition, the table sets forth the amount of debt that has been issued by public bodies but that the City is or may be responsible for paying. See "Other City-Related Indebtedness". The table then sets forth the amount of the debt that, pursuant to State law, is excluded from the calculation of the debt limitations imposed on the City. Such deductions include debt for school purposes (a portion of which are subject to their own debt limitation), debt for the water utility because it operates on a self-liquidating basis, refunding debt, debt issued in anticipation of grants and bonds issued by public entities (even though the City may be responsible for all or a portion of the debt service on such debt). As shown in the table, although the City's gross debt as of December 31, 2016 was \$749,388,145, only \$455,704,061 of that debt is included for purposes of calculating the debt limitation on the City.

The table also shows the statutory net debt as a percentage of the average equalized value of property in the City (the average calculated for the past three years). See "CITY REVENUES - Real Estate Tax" herein. In addition to the debt detailed on this table, since 1990 the City has issued real property tax appeal refunding notes in each year. Prior to February 3, 2003, such real property tax appeal refunding notes were not included in the City's debt statements. After that date, newly authorized real property tax appeal refunding notes are included in gross debt, but are deducted in calculating net debt. See "Exception to Debt Limit - Real Property Tax Appeal Refunding Notes" herein.

**Annual Debt Statement
As of December 31, 2016**

Gross Debt:		
School Purposes:		
Issued and Outstanding:		
Bonds	\$27,155,000	
Authorized But Not Issued	1,587,258	
Total School		\$28,742,258
Municipal Purposes:		
Issued and Outstanding:		
Bonds	465,793,000	
Notes	26,898,194	
Green Trust Loan	1,056,008	
Authorized But Not Issued	27,443,458	
Total Municipal		521,190,660
Issued by Public Bodies Guaranteed by the Municipality:		
Jersey City Municipal Utilities Authority		<u>199,455,227</u>
Total Gross Debt		\$749,388,145
Statutory Deductions:		
For School Purposes - Statutory 8%	28,742,258	
For Jersey City Municipal Utilities Authority - Water	27,121,599	
For ERI Pension Refunding	38,365,000	
For Bonds Issued by Public Bodies Guaranteed by the Municipality	199,455,227	
Total Statutory Deductions		<u>293,684,084</u>
Statutory Net Debt		<u>\$450,704,061</u>
Statutory Net Debt Percentage		2.040%

Source: Derived from the Annual Debt Statement of the City for Calendar Year 2016.

The following table summarizes the information included in the preceding table, and shows, among other things, the gross debt outstanding for each purpose, the amount of such debt allowed under State law to be excluded from the calculation of the debt limitation and the statutory net debt.

Statutory Debt as of December 31, 2016

	<u>Gross Debt</u>	<u>Deductions</u>	<u>Net Debt</u>
School Purposes	\$28,742,258	\$28,742,258	\$ -0-
Municipal Purposes	521,190,660	65,486,599	455,704,061
Other Public Bodies Guaranteed by City	<u>199,455,227</u>	<u>199,455,227</u>	<u>-0-</u>
Total	<u>\$749,388,145</u>	<u>\$293,684,084</u>	<u>\$455,704,061</u>
Average Equalized Valuation of Real Property (Yrs. 2014-2016)			\$22,343,602,064
Statutory Net Debt			2.040%
Debt Limitation Per N.J.S.A. 40A:2-6 (Municipalities – 3.50% of Three Year Average Equalized Valuation)			782,026,072
Total Net Debt			<u>455,704,061</u>
Remaining Net Debt Capacity			<u>\$ 326,322,011</u>

Source: Derived from the Annual Debt Statement of the City for Calendar Year 2016.

The table below outlines the total debt of the City and sets forth the amount that the debt represents per capita for the last five years.

	<u>December 31, 2016</u>	<u>December 31, 2015</u>	<u>December 31, 2014</u>	<u>December 31, 2013</u>	<u>December 31, 2012</u>
Gross Debt ⁽¹⁾	\$749,388,145	\$775,072,007	\$844,917,507	\$852,306,655	\$896,400,051
Net Debt Statutory ⁽²⁾	455,704,061	450,883,637	482,163,575	475,739,968	488,571,624
Population ⁽³⁾	247,597	247,597	247,597	247,597	247,597
Gross Debt per Capita	3,027	3,130	3,412	3,442	3,620
Net Debt per Capita	1,841	1,821	1,947	1,921	1,973
Net Debt - Statutory Percentages	2.04%	2.26%	2.59%	2.60%	2.61%

⁽¹⁾⁽²⁾ The figures representing Gross Debt and Net Debt Statutory are derived from the Annual Debt Statements of the City.

⁽³⁾ Source: U.S. Department of Commerce, Bureau of the Census.

The following table lists the total bonded debt of the City for the last five years.

	<u>December 31, 2016</u>	<u>December 31, 2015</u>	<u>December 31, 2014</u>	<u>December 31, 2013</u>	<u>December 31, 2012</u>
Bonds:					
General	\$440,203,000	\$437,405,950	\$ 468,125,950	\$ 460,262,950	\$ 483,478,950
School	27,155,000	39,510,000	47,130,000	55,220,000	64,445,000
Water	25,590,000	28,645,000	31,130,000	34,450,000	37,425,000
Other	<u>199,455,227</u>	<u>199,163,381</u>	<u>208,862,507</u>	<u>206,156,132</u>	<u>222,200,627</u>
Total Outstanding Bonds	692,403,227	704,724,331	755,298,457	756,089,082	807,549,577
Notes:					
General	26,898,194	40,602,842	33,297,813	39,436,000	33,952,196
School	-0-	-0-	-0-	-0-	-0-
Water	-0-	-0-	-0-	-0-	-0-
Other (Loan)	<u>1,056,008</u>	<u>1,159,954</u>	<u>1,622,571</u>	<u>2,083,185</u>	<u>2,541,842</u>
Total Outstanding Notes	<u>27,954,202</u>	<u>41,762,796</u>	<u>34,920,384</u>	<u>41,519,185</u>	<u>36,494,038</u>
Total Bonds and Notes Issued and Outstanding	720,357,429	746,487,127	790,218,841	797,608,269	844,043,615
Bonds and Notes Authorized but Not Issued					
General	25,911,859	14,228,631	27,015,111	27,014,831	24,672,882
School	1,587,258	4,265,245	6,216,026	6,216,027	6,216,026
Water	1,531,599	10,091,004	21,467,528	21,467,528	21,467,528
Other	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Total Bonds and Notes Authorized But Not Issued	29,030,716	28,584,880	54,698,665	54,698,386	52,356,436
Total Issued and Outstanding, and Authorized But Not Issued	<u>\$749,388,145</u>	<u>\$775,072,007</u>	<u>\$ 844,917,506</u>	<u>\$ 852,306,655</u>	<u>\$ 896,400,051</u>

Source: Derived from the Annual Debt Statements of the City.

Included in the debt shown on this table are tax appeal refunding notes of the City outstanding for the 5 year period. The following table sets forth the amount of tax appeal refunding notes that were issued and outstanding in each of the four years preceding such date.

Real Property Tax Appeal Refunding Notes Outstanding

<u>Year</u>	<u>Amount Issued⁽¹⁾</u>	<u>Balance end of year</u>
December 31, 2016	-0-	-0-
December 31, 2015	-0-	2,738,740
December 31, 2014	-0-	6,917,870
December 31, 2013	-0-	11,097,000
December 31, 2012	-0-	15,276,196

Source: Derived from the Calendar Year 2011-2015 Audited Financial Statements of the City and unaudited Calendar Year 2016 Annual Financial Statement.

⁽¹⁾ These amounts do not include tax appeal refunding notes issued to refund prior issues of tax refunding notes.

The table below sets forth the total overlapping debt of the City for the last five years. The County of Hudson (the "County") debt overlap was 34.28% in 2016, 33.84% in 2015, 32.42% in 2014, 31.54% in 2013, and 32.35% in 2012. The overlap for all other debt was 100%. The City's percentage of overlap for County debt is determined by the State based on (i) the assessed value of Class II Railroad Property in the City and (ii) the true value of real property in the City. The sum of these two figures is used to calculate a percentage of the sum of the assessed value of Class II Railroad Property in the County, plus the true value of real property in the County. Overlapping debt is debt for which the City is not required to levy taxes.

Schedule of Overlapping Debt ⁽¹⁾

	<u>December 31, 2016</u>	<u>December 31, 2015</u>	<u>December 31, 2014</u>	<u>December 31, 2013</u>	<u>December 31, 2012</u>
Jersey City Municipal Utilities Authority ⁽²⁾	\$ 199,455,227	\$ 199,163,381	\$ 208,862,507	\$ 206,156,132	\$ 222,200,627
Hudson County ⁽³⁾	<u>337,512,996⁽⁴⁾</u>	<u>420,990,123⁽⁵⁾</u>	<u>352,730,118⁽⁶⁾</u>	<u>346,822,019⁽⁷⁾</u>	<u>360,727,455⁽⁸⁾</u>
TOTAL	<u>\$ 536,968,223</u>	<u>\$ 620,153,504</u>	<u>\$ 561,592,625</u>	<u>\$ 552,978,151</u>	<u>\$ 582,928,082</u>

Source: Derived from the Annual Debt Statements of the County and City.

⁽¹⁾ The outstanding debt of the Hudson County Utilities Authority, the Rockaway Valley Regional Sewerage Authority and the Hudson County Improvement Authority are not included (see further discussion herein).

⁽²⁾ The Jersey City Sewerage Authority was reorganized as the Jersey City Municipal Utilities Authority on January 15, 1998.

⁽³⁾ Hudson County reports on a calendar year ending December 31.

⁽⁴⁾ This figure represents 34.28% of the total County Gross Debt of \$ 984,703,577.

⁽⁵⁾ This figure represents 33.84% of the total County Gross Debt of \$1,244,155,190.

⁽⁶⁾ This figure represents 32.42% of the total County Gross Debt of \$1,088,024,659.

⁽⁷⁾ This figure represents 31.54% of the total County Gross Debt of \$1,099,534,929.

⁽⁸⁾ This figure represents 32.35% of the total County Gross Debt of \$1,114,984,494.

The table below lists the principal and interest repayment schedule on all outstanding bonds of the City from 2017 through 2040.

**Combined Principal and Interest Repayment Schedule
Outstanding Bonds of the City
As of December 31, 2016**

CALENDAR	COMBINED				
YEAR	TOTAL	GENERAL	PENSION	WATER	SCHOOL
2017	\$ 72,945,251	\$ 55,354,727	\$ 3,711,710	\$ 5,189,955	\$ 7,105,818
2018	73,296,840	53,668,057	7,233,435	5,250,243	5,561,763
2019	73,157,100	58,544,985	3,880,375	3,880,940	5,256,763
2020	76,782,940	64,349,812	4,021,257	3,953,011	2,869,646
2021	71,347,663	60,964,114	4,166,738	3,427,963	2,788,848
2022	45,427,173	37,898,854	4,354,641	1,985,527	1,188,150
2023	37,420,749	30,806,135	4,630,161	794,903	1,189,550
2024	30,164,117	24,103,464	4,077,966	798,238	1,184,450
2025	25,011,663	21,863,200	1,498,789	467,249	1,182,425
2026	22,979,672	19,723,453	1,608,334	465,085	1,182,800
2027	22,980,619	19,611,790	1,728,871	462,559	1,177,400
2028	16,456,429	14,132,877	1,859,306	464,245	-
2029	16,453,639	13,985,472	1,993,685	474,482	-
2030	11,040,859	8,435,170	2,136,052	469,638	-
2031	11,085,113	8,325,381	2,285,315	474,418	-
2032	11,106,145	8,192,454	2,445,246	468,446	-
2033	11,152,524	8,065,946	2,614,479	472,099	-
2034	7,580,449	7,580,449	-	-	-
2035	7,443,599	7,443,599	-	-	-
2036	7,222,680	7,222,680	-	-	-
2037	6,557,338	6,557,338	-	-	-
2038	6,423,825	6,423,825	-	-	-
2039	6,288,563	6,288,563	-	-	-
2040	6,130,500	6,130,500	-	-	-
TOTAL	\$ 676,455,449	\$ 555,672,844	\$ 54,246,357	\$ 29,499,000	\$ 30,687,613

In addition to the debt service requirements on outstanding bonds, the City also pays debt service on notes. Notes generally mature within one year from their date of issuance. Notes, other than tax appeal refunding notes, may be renewed three times without principal payments and must then be amortized over a ten-year period (unless refunded by bonds). The debt service payable on notes depends on the interest rate established upon the renewal of the notes. For Calendar Year 2013 the amount was \$5,543,710, for Calendar Year 2014 the amount was \$5,634,563, for Calendar Year 2015 the amount was \$5,108,063 and for Calendar Year 2016 the amount was \$6,928,999. For Calendar Year 2017, the City budgeted \$2,619,270 for debt service on the notes.

Other City-Related Obligations

Rockaway Valley Regional Sewerage Authority. In compliance with a court decree, the City entered into an agreement, dated July 30, 1971, with the Rockaway Valley Regional Sewerage Authority ("RVRSA"), whereby the City agreed to share in the operating costs of the RVRSA which provides sewerage treatment services in the vicinity of the City's watershed properties. In 2013, 2014 and 2015, the JCMUA contributed \$2,730,857.

Under the same agreement, the City is also required to pay a share of the capital and operating cost of construction of an advanced treatment sewerage facility, which the RVRSA has designed. Under the current plans,

the cost of construction is estimated to be \$60,000,000, less any federal funds, the amount of which is presently uncertain. Based upon the design capacity, the City will be responsible for 37 1/2% of the excess cost of financing construction over available federal funds. The amount of the City's contribution for the new facility is a portion of the City's share of the operating costs outlined in the immediately preceding paragraph. The RVRSA has permanently financed substantially all of the non-grant share of project costs with the sale of long-term tax-exempt bonds.

Jersey City Incinerator Authority. The City and the JCIA have entered into a Service Agreement pursuant to which the JCIA is responsible for the collection and disposal of all residential and municipal solid waste for the City, mechanical and manual street sweeping, cleaning of City owned lots, roll-off container service, recycling, demolition, and snow plowing, salting and snow removal. The City does not provide other disposal services. The JCIA does not collect service fees from individual property owners.

The City appropriated \$26,300,000 in Calendar Year 2011, \$31,300,000 in Calendar Year 2012, \$33,993,916 in Calendar Year 2013, \$34,600,000 in Calendar Year 2014 and \$37,100,000 in Calendar Year 2015 to the JCIA.

On October 14, 2015, the City adopted an ordinance dissolving the JCIA and assigning its powers to City departments. The JCIA was officially dissolved April 1, 2016. The City has merged all of the responsibilities of the JCIA into the City Department of Public Works without interruption of services. As the JCIA annual budget was approximately 95% funded by City appropriations, the dissolution is not expected to have any material impact on the financial strength of the City.

Jersey City Municipal Utilities Authority. The JCMUA, formerly the Jersey City Sewerage Authority, is responsible for the construction and operation of two pumping stations, at which sewage collected from the City and portions of the City of Union City is pumped to the secondary sewage treatment plant of the Passaic Valley Sewerage Commissioners ("PVSC") at Newark, New Jersey. The JCMUA formerly operated primary sewage treatment plants at the sites of the pumping stations. The Passaic Valley Connection Project, consisting of the pumping stations and connecting sewer lines, was commenced in 1985 and completed in 1989, using certain federal and state grants and funds of the JCMUA, for which the JCMUA issued its bonds. The City of Bayonne and the Town of Kearny each, separately, sought and obtained permission to hook up their own sewage transmission lines to a portion of the JCMUA's lines, and have agreed to share the costs of the common portions used by them.

The indebtedness of the JCMUA as of December 31, 2016 was \$199,455,227. The JCMUA imposes user charges on all sewer users in its service area, at the rate of \$5.64 per 100 cubic feet of water consumption. The JCMUA imposes user charges on all water users in its service area, at the rate of \$4.14 per 100 cubic feet of water consumption. From its user charge revenues, the JCMUA is required to pay its debt service costs and operating costs of the pumping stations and collector system. The JCMUA also pays, from user charges, operating charges of PVSC which are the obligation of the City.

Pursuant to a Sewer Service Contract between the City and the JCMUA, dated as of December 1, 1985 (the "Sewer Service Agreement"), the City is obligated to pay to the JCMUA any amounts by which the JCMUA's sewer operating expenses and amounts required to be paid or set aside under the JCMUA's bond resolution for its sewer bonds exceed the JCMUA's revenues from user charges. The JCMUA is obligated to increase user charges in future years to make up any such deficiency, and to pay back sums advanced by the City under the Service Contract. No payments by the City have been required since the execution of the Sewer Service Contract.

The Municipal Council adopted an ordinance on December 10, 1997 to reorganize the Sewerage Authority as the JCMUA. The JCMUA and the City initially entered into a water services franchise and service agreement on April 1, 1998 (the "Initial Water Franchise Agreement") pursuant to which a) the JCMUA obtained a franchise from the City to operate the City's Water System for a ten year period which was to terminate on March 31, 2008 and b) the City agreed to provide security for the holders of the obligations of the JCMUA related to the Water System.

The JCMUA and the City agreed in the Amended and Restated Water Services Franchise and Service Agreement dated as of May 1, 2003 (the "2003 Amended Water Franchise Agreement") to: a) provide for the acquisition by the JCMUA from the City of an extension of the franchise granted under the Initial Water Franchise

Agreement, in order to operate the Water System through March 31, 2028 (the "2003 Project") and b) provide for the City to continue to provide security to the holders of obligations of the JCMUA which are issued for or with respect to the Water System for the extended franchise period.

In September 2005, the City and the JCMUA entered into the 2005 Amended and Restated Water Services Franchise and Service Agreement (the "2005 Amended Agreement" and together with the Initial Franchise Agreement and the 2003 Amended Water Franchise Agreement, the "Water Franchise Agreement") to reflect a payment schedule for the cost of acquiring the City's water franchise that more accurately reflects the projected availability of revenues to the JCMUA. Pursuant to the Water Franchise Agreement, the JCMUA has agreed to pay the City certain amounts annually from January 1, 2005 to December 31, 2027 for the rights to such franchise, and the City has agreed to convey such franchise rights to the JCMUA and to provide for the payment annually, if necessary, of any deficiencies in Water Revenues of the JCMUA in connection with the Water System. As required by the Water Franchise Agreement, the City, by ordinance adopted on September 14, 2005, consented to the JCMUA's issuance of \$17,000,000 Water Revenue Refunding Bonds on December 13, 2005, which are secured by the provisions of the Water Franchise Agreement and the Sewer Service Contract.

The Water Franchise Agreement is subject to the existing private management operating agreement in effect between the City and United Water Resources executed in 1996.

Under the Water Franchise Agreement, the City will continue to authorize indebtedness for necessary water capital improvements and the JCMUA will continue to be responsible to reimburse the City for debt service on this indebtedness. The City will also continue its obligation to make payments of any necessary annual charges or deficiency payments in the event the JCMUA does not collect sufficient revenues in any year to provide for the expenses of operation of the Water System, to maintain required reserves, and to pay annual water related debt service when due. Since 1998, the City has not been required to make any annual payment to the JCMUA under the Water Franchise Agreement. The JCMUA has taken a number of financial measures to assure that it can meet all of its operations, maintenance and debt service obligations, including required payments to the City pursuant to the Water Franchise Agreement. These measures include (i) the provision of necessary improvements from time to time to the water and sewer system, (ii) the amendment of the Water Franchise Agreement in order to reschedule the annual payments to the City to more accurately match the revenues projected to be generated by the JCMUA during the life of the Water Franchise Agreement, which runs through December 31, 2027, (iii) a rate increase of 15% effective July 1, 2005, (iv) the approval by the JCMUA of annual CPI rate increases, and (v) the restructuring of certain outstanding water and sewer system debt of the Authority based upon the projected revenues once the rate increases are in effect and the financial measures implemented.

Jersey City Medical Center. The Jersey City Medical Center is a voluntary not-for-profit hospital independent of the City. Previously, the Medical Center had been a public hospital.

The City contributed \$12 million for the construction cost of a new hospital facility in the Liberty Harbor North Redevelopment Area to replace the old Medical Center's buildings. The new building started operation on May 15, 2004.

The County of Hudson

The City is located in the County and, in accordance with the regulations governing financial reporting for New Jersey Municipalities, a pro rata share of certain direct debt of the County is treated as "Overlapping Debt" of the City for financial reporting purposes. See "Schedule of Overlapping Debt" herein.

The County issues its bonds and notes for the financing of capital projects of the County, including County roads, buildings, parks and educational facilities. Major facilities of the County that were financed in recent years include a golf course and administration building. In addition, the County guarantees certain of the debt of the Hudson County Improvement Authority.

The gross debt of the County as of December 31, 2016 was \$984,702,577 and its net statutory debt was \$554,555,286.

Municipal Qualified Bond Act

In addition to being secured by the pledge of the City's full faith and credit, certain bonds of the City are entitled to the benefits of the Municipal Qualified Bond Act, Title 40A of the New Jersey Statutes, Section 40A:3-1, et seq., as amended (the "Municipal Qualified Bond Act"). Pursuant to the Municipal Qualified Bond Act, a portion of certain State aid allocated to the City, in amounts sufficient to pay debt service on such bonds, is to be withheld by the State Treasurer and forwarded to the paying agent on or before the principal and interest payment dates for such bonds for deposit into accounts established for the purpose of paying debt service on such bonds.

Pursuant to the provisions of the Municipal Qualified Bond Act, the City shall certify to the State Treasurer the name and address of the paying agent, maturity schedule, interest rate or rates and dates of payment of debt service on any Qualified Bonds within ten days after the issuance thereof. After receipt of such certificate, the State Treasurer is required to withhold with respect to such bonds from the amount of business personal property tax replacement revenues, gross receipts tax revenues (now known as "energy receipts" tax revenues), municipal purposes tax assistance fund distributions and certain other funds appropriated as State aid payable to the City and not dedicated to a specific purpose by the State (the "municipal qualified revenues") an amount which will be sufficient to pay debt service on such bonds as it becomes due. Municipal qualified revenues do not include Aid to Distressed Cities.

The Municipal Qualified Bond Act provides that the municipal qualified revenues so withheld and paid or to be paid to and held by the paying agent are deemed to be held in trust and exempt from being levied upon, taken, sequestered or applied toward paying the debts of the City other than the payment of debt service on any such Qualified Bonds of the City issued for municipal purposes (including fiscal year adjustment or pension obligation purposes) or water utility purposes and entitled to the benefits of the Municipal Qualified Bond Act.

The Municipal Qualified Bond Act does not relieve the City of its obligation to include in its annual budget amounts necessary to pay, in each year, the principal of and interest becoming due on any such Qualified Bonds. However, such budgeted amounts may be applied to the payment of operating expenses of the City for the then current year to the extent that appropriated amounts have been withheld from the municipal qualified revenues payable to the City and have been forwarded to the paying agent. Such budgeted amounts must be used to pay debt service becoming due on any such Qualified Bonds of the City issued for municipal purposes (including fiscal year adjustment or pension obligation purposes) or water utility purposes and entitled to the benefits of the Municipal Qualified Bond Act in any year in which sufficient municipal qualified revenues are not appropriated.

The State has covenanted in the Municipal Qualified Bond Act with the holders of bonds entitled to the benefits of such act, that it will not repeal, revoke, rescind, modify or amend the provisions of such act providing for the withholding of municipal qualified revenues and payment of such revenues to the paying agent for such bonds so as to create any lien or charge on or pledge, assignment, diversion, withholding payment or other use of or deduction from such revenues which is prior in time or superior in right to the payment of debt service on such bonds.

The Municipal Qualified Bond Act does not contain a pledge or guarantee that any amounts payable to the Paying Agent will, in fact, be made or continued. Each such annual amount is subject to appropriation by the State Legislature. Moreover, the State is not required to continue to make appropriations of such amounts, nor is the State limited or prohibited from repealing or amending any law heretofore or hereafter enacted for the payment or apportionment of such amounts or in the manner, time or amount thereof. Further, the amount payable to the Paying Agent does not constitute an additional source of revenues available to the City.

The table below shows the qualified revenues, debt service on bonds subject to the Municipal Qualified Bond Act, and coverage ratios for the last five years. State aid is distributed by the State to the City on a "phased aid" schedule.

	<u>December 31, 2016</u>	<u>December 31, 2015</u>	<u>December 31, 2014</u>	<u>December 31, 2013</u>	<u>December 31, 2012</u>
Qualified Revenues:					
Energy Receipt Tax:	\$53,091,740	\$53,091,740	\$ 52,031,160	\$ 51,682,679	\$ 50,323,109
Consolidated Municipal Property Tax Relief Act:	<u>10,752,945</u>	<u>10,752,945</u>	<u>11,813,525</u>	<u>12,162,006</u>	<u>13,526,987</u>
Total Qualified Revenues:	<u>\$63,844,685</u>	<u>\$63,844,685</u>	<u>63,844,685</u>	<u>63,844,685</u>	<u>63,850,096</u>
Debt Service:					
General Improvement Bonds:	35,904,554	42,287,805	43,533,669	43,127,075	37,404,452
Water Bonds:	<u>3,837,778</u>	<u>3,493,569</u>	<u>4,361,300</u>	<u>5,254,995</u>	<u>5,520,939</u>
Total Debt Service:	<u>\$39,742,332</u>	<u>\$45,781,374</u>	<u>\$ 46,894,969</u>	<u>\$ 48,427,070</u>	<u>\$ 42,925,391</u>
Coverage Ratio:	1.60	1.39	1.36	1.32	1.49

Source: Derived from the Calendar Year 2012-2015 Audited Financial Statements of the City and Calendar Year 206 Unaudited Annual Financial Statements

The City has outstanding bonds, notes and loans for municipal purposes which are not entitled to the benefits of the Municipal Qualified Bond Act. The debt service for the calendar year ending December 31, 2016 was \$19,657,505 for such bonds, \$6,929,000 for notes and \$126,223 for such loans. The debt service for the calendar year ending December 31, 2015 was \$6,934,388 for such bonds, \$5,108,103 for such notes and \$531,945 for such loans. The debt service for the calendar year ending December 31, 2014 was \$5,507,931 for such bonds, \$5,108,063 for such notes and \$531,945 for such loans. The debt service for the calendar year ending December 31, 2013 was \$4,781,723 for such bonds, \$5,543,710 for such notes, and \$527,833 for such loans. The debt service for the calendar year ending December 31, 2012 was \$4,153,674 for such bonds, \$7,996,577 for such notes and \$606,233 for such loans. The City may also be responsible for the payment of debt service on the bonds issued by certain independent authorities. See "CITY INDEBTEDNESS AND DEBT LIMITS -- Other City-Related Obligations" herein.

Certain outstanding issues of General Improvement Bonds, Pension Obligation Bonds, Water Bonds and FYABs of the City are entitled to the benefits of the Municipal Qualified Bond Act and certain School Bonds of the City are entitled to the benefits of the School Qualified Bond Act, Title 18A of the New Jersey Statutes, Section 18A:24-85 *et seq.*

School Qualified Bond Act

In addition to being secured by the pledge of the City's full faith and credit, certain bonds of the City are entitled to the benefits of The School Qualified Bond Act, Title 18A of the New Jersey Statutes, Section 18A:24-85 *et seq.*, as amended (the "School Qualified Bond Act"). Pursuant to the School Qualified Bond Act, a portion of the amount of State school aid payable to the school district, in amounts sufficient to pay debt service on such bonds, is to be withheld by the State Treasurer and forwarded directly to the paying agent on or before the principal and interest payment dates for such bonds. Those funds are further deposited into accounts established for the purpose of paying debt service on such bonds.

Pursuant to the provisions of The School Qualified Bond Act, the City shall certify to the State Treasurer the name and address of the paying agent, maturity schedule, interest rate or rates and dates of payment of debt service on such bonds within ten days after the issuance thereof. After receipt of such certificate, the State Treasurer is required to withhold with respect to such bonds from the amount of State school aid payable to the school district

an amount which will be sufficient to pay debt service on such bonds as it becomes due. For purposes of The School Qualified Bond Act, "State school aid" means funds made available to local school districts pursuant to the Quality Education Act of 1990, N.J.S.A. 18A:7D-4.

The School Qualified Bond Act provides that the State school aid so withheld and paid or to be paid to and held by the paying agent are deemed to be held in trust and exempt from being levied upon, taken, sequestered or applied toward paying the debts of the City other than the payment of debt service on such bonds and other bonds of the City issued for school purposes and entitled to the benefits of the School Qualified Bond Act.

The School Qualified Bond Act does not relieve the City of its obligation to include in its annual budget amounts necessary to pay, in each year, the principal of and interest becoming due on such bonds. However, such budgeted amounts will be forwarded by the City to the school district, to the extent that appropriated amounts have been withheld from the State school aid payable to the school district and have been forwarded to the paying agent. Such budgeted amounts must be used to pay debt service becoming due on such bonds and other bonds of the City issued for school purposes and entitled to the benefits of the School Qualified Bond Act in any year in which sufficient State school aid is not appropriated.

The State has covenanted in The School Qualified Bond Act with the holders of bonds entitled to the benefits of such act, that it will not repeal, revoke, rescind, modify or amend the provisions of such act providing for the withholding of State school aid and payment of such monies to the paying agent for such bonds so as to create any lien or charge on or pledge, assignment, diversion, withholding payment or other use of or deduction from such monies which is prior in time or superior in right to the payment of debt service on such bonds.

The School Qualified Bond Act does not contain a pledge or guarantee that any amounts payable to the Paying Agent will, in fact, be made or continued. Each such annual amount is subject to appropriation by the State Legislature. Moreover, the State is not required to continue to make appropriations of such amounts, nor is the State limited or prohibited from repealing or amending any law heretofore or hereafter enacted for the payment of such amounts or in the manner, time or amount thereof. Further, the amount payable to the paying agent does not constitute an additional source of revenues available to the City.

The table below shows the qualified revenues, debt service on bonds subject to the School Qualified Bond Act, and coverage ratios for the last five years.

	<u>December 31, 2016</u>	<u>December 31, 2015</u>	<u>December 31, 2014</u>	<u>December 31, 2013</u>	<u>December 31, 2012</u>
Qualified School Revenues:	\$422,092,541	\$417,805,515	\$ 417,859,150	\$ 419,644,829	\$ 475,981,648
Total School Debt Service:	13,361,441	9,999,304	10,483,807	12,190,025	12,574,607
Coverage Ratio:	31.59	41.78	39.86	34.43	37.85

New Jersey School Bond Reserve Act

All school bonds issued are also entitled to the benefits of the provisions of the New Jersey School Bond Reserve Act, P.L. 1980 (N.J.S.A. 18A:56-17 et seq.) (the "School Bond Reserve Act").

In accordance with the School Bond Reserve Act, there is established within the State Fund for the Support of Free Public Schools (the "Fund") a school bond reserve (the "Reserve"), which is pledged by law to secure payments of principal and interest due on such bonds in the event of the inability of any issuer thereof to make payments. The school bond reserve consists of two accounts, the old school bond reserve account and the new school bond reserve account. The old school bond reserve account is to be funded in an amount equal to 1.5% of the aggregate of such issued and outstanding bonded indebtedness for all counties, municipalities and school districts in the State for school purposes for all such indebtedness issued prior to July 1, 2003. The new school bond reserve

account is to be funded in an amount equal to 1% of the aggregate of such issued and outstanding bonded indebtedness for all such indebtedness issued on or after July 1, 2003.

The Fund was established in 1817. The present State Constitution, adopted in 1947, provides that "the Legislature shall only appropriate Fund moneys for Public School purposes." A Constitutional Amendment ratified in 1958 provides that "the Legislature may also appropriate Fund moneys for the payment of principal or interest on any school related Bonds of counties, municipalities or school districts of the State."

Trustees of the Fund are charged with making an annual determination of the amount of school bonds outstanding and with adjusting the level of the Reserve accordingly, to the extent that moneys are available in the Fund. The State may, but is not required to, appropriate amounts to be deposited in the Fund. The School Bond Reserve Act provides that moneys received from the sale of lands belonging to the State as of 1980 or formerly lying under water are dedicated to the support of public schools and shall constitute a part of the Fund. In the event that proceeds from the sale of State riparian interests are, in the future, made payable by law to purposes other than the Fund, they may not be applied to such purposes so long as there is a deficit in the Reserve.

The State Constitution also provides that the Fund be "securely invested and perpetual in nature." The School Bond Reserve Act requires that the Reserve be made up entirely of obligations of, or guaranteed by, the United States Government, at least one third of which must mature within one year of issuance or purchase. Investments in the Fund may include stocks, bonds and other investments prescribed by the State Investment Council Regulations.

Under the School Bond Reserve Act, the old school bond reserve account and the new school bond reserve account respectively, are pledged as security for the prompt payment of principal of and interest on bonds issued by counties, municipalities or school districts for school purposes prior to July 1, 2003 (in the case of the old school bond reserve account) or on or after July 1, 2003 (in the case of the new school bond reserve account), in the event any issuer thereof is unable to make payment. Any issuer which anticipates that it will be unable to make such payment is instructed to certify its inability to the Commissioner of Education and the Director of the Division of Local Finance at least 10 days prior to the date payment is due. If the Commissioner and the Director approve the certification, they then certify the same to the Fund Trustees. On receipt of the certification or other notice, the Trustees are required, within the limits of the Reserve, to purchase such bonds at the face amount or pay such interest when due. The amount which may be applied to any one issuer's bonds is not limited. The amount of any such payment of interest or purchase price shall be deducted from the appropriation or apportionment of State aid payable to the issuer and shall not obligate the State to make, nor entitle the issuer to receive, any additional appropriation or apportionment. There have not been any required withdrawals from the Reserve since its establishment.

The School Bond Reserve Act does not contain a covenant by the State to refrain from repealing, revoking, rescinding, modifying or amending the provisions of that act.

CITY FINANCIAL INFORMATION

Audit Requirement

State law requires every municipality to have an annual audit of its books and accounts to be completed within six months after the close of its fiscal year. The audit must be conducted by a registered municipal accountant and the audit report must be filed with the municipal clerk and with the Director.

Copies of the Annual Financial Statements are available for inspection during normal business hours at the office of the City Clerk and a copy of the City's Audited Financial Statements for the Calendar Year ended December 31, 2015 is set forth at APPENDIX B.

Accounting Principles and Fund Structure

Accounting Principles.

The City does not prepare its financial statements in accordance with generally accepted accounting principles ("GAAP"). The City prepares its financial statements in accordance with the accounting policies prescribed by the Division, which differ from those prescribed under GAAP. The accounting policies prescribed by the Division are designed primarily for determining compliance with legal provisions and budgetary restrictions and as a means of reporting on the stewardship of public officials with respect to public funds. See "FINANCIAL STATEMENTS OF THE CITY OF JERSEY CITY" in APPENDIX B for a more complete discussion of the City's accounting policies.

Fund Structure.

Under the method of accounting prescribed by the Division, the City accounts for its financial transactions through separate funds which differ from the fund structure required by GAAP. See "FINANCIAL STATEMENTS OF THE CITY OF JERSEY CITY" in APPENDIX B herein for a detailed description of the fund structure utilized by the City.

Basic Financial Statements.

The City presents the financial statements which are required by the Division and which differ from the financial statements required by GAAP. In addition, the Division requires the financial statements to be referenced to the supplementary schedules. This practice differs from GAAP.

Reporting Entity.

The Division requires the financial statements of component units of the City to be reported separately unlike GAAP pursuant to which there are criteria to be used to determine which component units should be included in the financial statements of the oversight entity. Inasmuch as their activities are administered by separate boards, the financial statements of the Jersey City Board of Education, Jersey City Public Library, Jersey City Incinerator Authority, Jersey City Municipal Utilities Authority, Jersey City Parking Authority, Jersey City Municipal Port Authority and Jersey City Redevelopment Agency are reported separately.

Uniform Chart of Accounts

In an attempt to instill uniformity in financial reporting among the numerous municipal and county entities in New Jersey, the Division of Local Government Services has required the implementation of a Flexible Chart of Accounts ("FCOA") and Other Comprehensive Basis of Accounting — Comprehensive Annual Financial Report ("OCBOA-CAFR") by all New Jersey local and governmental entities. Procedures as to implementation dates are still pending by the State.

An important goal of the FCOA is to enable a comparison of local unit expenditures and revenues. Because municipalities and counties have different approaches to budgeting, common budget activity categories have been developed to facilitate comparison. These categories are necessary to prepare the Comprehensive Annual Financial Report and comply with budget regulations.

In order for each municipality and county to maintain the same minimum number of financial records and classify financial transactions in similar account classification structure, a uniform, flexible chart of accounts is already in place. This standardized chart of accounts, ("FCOA"), facilitates the electronic filing of budgets and other financial documents. The City converted its existing account numbers to that of FCOA and OCBOA-CAFR.

Current Fund – Revenues and Expenditures

The Current Fund is used to account for the revenues and expenditures for governmental operations of a general nature, including debt service on general improvement and school bonds, and tax appeal refunding notes. The fund balance in the Current Fund at the end of each fiscal year is comprised of cash, investments and certain receivables. Under State law, only the amount of Current Fund balance held in cash or quick assets may be included as anticipated surplus in the succeeding fiscal year's budget, unless the Director gives written consent to an exception.

The information presented in the following tables has been derived from the City's Audited Financial Statements for fiscal years ending December 31, 2012, December 31, 2013, December 31, 2014, December 31, 2015 and Unaudited Annual Financial Statement ending December 31, 2016. The fund balance does not reflect a cash surplus and the balance consists primarily of receivables. The amount of the fund balance that may be used in the succeeding year's budget consists of receivables which have a high probability of being realized in the succeeding fiscal year and which are permitted by the Director to be included in the succeeding year's budget. The fund balances as of 2011 through 2015, and the amounts included in the budget for each succeeding year are shown below:

Fiscal Year Ending	Current Fund Fund Balance	Used in Succeeding Year Budget
December 31, 2016	\$59,304,581	\$24,576,596
December 31, 2015	50,705,610	20,745,651
December 31, 2014	56,132,966	25,722,750
December 31, 2013	38,733,517	16,413,000
December 31, 2012	33,530,567	16,707,232

Source: Derived from the Calendar Year 2012-2015 Audited Financial Statements of the City and Calendar Year 2016 Unaudited Annual Financial Statements..

The following table summarizes the Current Fund revenues for the last five years with a comparison of budgeted revenues and expenses to actual amounts. The tables on the succeeding pages set forth the City's appropriations for the last five years and show the operations and changes in the Current Fund over the past five years.

	Revenues In Thousands									
	December 31, 2016		December 31, 2015		December 31, 2014		December 31, 2013		December 31, 2012	
	<u>Budgeted⁽¹⁾</u>	<u>Realized</u>	<u>Budgeted⁽¹⁾</u>	<u>Realized</u>	<u>Budgeted⁽¹⁾</u>	<u>Realized</u>	<u>Budgeted⁽¹⁾</u>	<u>Realized</u>	<u>Budgeted⁽¹⁾</u>	<u>Realized</u>
Fund Balance Utilized.....	\$ 20,746	\$ 20,746	\$ 25,723	\$ 25,723	\$ 16,413	\$ 16,413	\$ 16,707	\$ 16,707	\$ 16,010	\$ 16,010
Municipal Levy.....	223,726	238,704	219,785	222,266	217,414	232,324	217,731	222,768	201,986	211,137
Addition to School Tax Levy.....	7,702	7,702	5,429	5,429	5,774	5,774	6,714	6,714	6,926	6,926
Minimum Library Tax	7,220	7,220	6,575	6,575	6,190	6,190	5,902	5,902	6,209	6,209
Delinquent Taxes.....	1,161	587	2,100	1,461	851	957	342	1,028	1,890	725
Miscellaneous Revenue Anticipated:										
Building Aid Allowance for Schools	5,659	5,926	4,569	4,569	4,709	4,709	5,476	5,476	5,649	5,649
Consolidated Municipal Property Tax Relief Aid	10,432	10,432	10,753	10,753	11,814	11,814	12,162	12,162	13,527	13,527
Miscellaneous	234,372	234,466	206,920	218,345	199,379	210,750	186,206	208,191	178,689	192,510
Energy Receipt Tax	53,092	53,092	53,092	53,092	52,031	52,031	51,683	51,683	50,318	50,318
Municipal Utilities Authority Franchise	20,000	20,000	19,000	19,000	14,500	14,500	13,000	13,000	12,500	12,500
Special Municipal Aid	-	-	-	-	-	-	-	-	-	-
Total Miscellaneous Revenue Anticipated.....	<u>323,555</u>	<u>323,916</u>	<u>294,334</u>	<u>305,759</u>	<u>282,433</u>	<u>293,804</u>	<u>268,527</u>	<u>290,512</u>	<u>260,683</u>	<u>274,504</u>
Unanticipated Revenues (Non Budget)	<u>-</u>	<u>2,905</u>	<u>-</u>	<u>1,185</u>	<u>-</u>	<u>2,013</u>	<u>-</u>	<u>1,699</u>	<u>-</u>	<u>1,369</u>
Total Revenues	<u>\$584,110</u>	<u>\$601,780</u>	<u>\$553,940</u>	<u>\$568,398</u>	<u>\$ 529,075</u>	<u>\$ 545,512</u>	<u>\$ 515,923</u>	<u>\$ 545,329</u>	<u>\$ 493,704</u>	<u>\$ 516,880</u>

Source: Derived from the Calendar Year 2012-2015 Audited Financial Statements of the City and 2016 Unaudited Financial Statement.

⁽¹⁾ Includes amendments to the budget subsequent to adoption, such as grant awards.

	Appropriations In Thousands				
	December <u>31, 2016</u>	December <u>31, 2015</u>	December <u>31, 2014</u>	December <u>31, 2013</u>	December <u>31, 2012</u>
Operating Expenses					
Salaries and Wages	\$ 229,957	\$ 216,605	\$ 213,570	\$ 198,098	\$ 190,700
Pensions	58,290	51,059	48,948	51,184	49,374
Health Benefits	107,158	78,578	75,556	75,014	77,483
Deferred Charges	8,427	8,983	8,074	22,609	5,810
Other Expenses	96,407	131,090	116,251	113,279	121,014
Reserve for Uncollected Taxes	<u>3,847</u>	<u>3,500</u>	<u>1,847</u>	<u>1,528</u>	<u>3,760</u>
Total	504,086	489,815	464,246	461,712	448,141
 Capital Debt Service	 62,034	 50,321	 45,431	 51,691	 42,426
School Debt Service	 13,361	 9,999	 10,484	 12,190	 12,575
Tax Refunds and					
Operational Debt Service⁽¹⁾	<u>4,629</u>	<u>11,528</u>	<u>14,295</u>	<u>7,013</u>	<u>13,175</u>
 Total	 <u>\$ 584,110</u>	 <u>\$ 561,663</u>	 <u>\$ 534,456</u>	 <u>\$ 532,605</u>	 <u>\$ 516,317</u>

Source: Derived from the Calendar Year 2012-2015 Audited Financial Statements of the City and 206 Unaudited Annual Financial Statements.

⁽¹⁾ Represents payments for bonds issued by prior administrations to finance operating deficits and refunds of past property tax over-charges.

Statement of Operations and Changes in Fund Balance In Thousands

	<u>December 31, 2016</u>	<u>December 31, 2015</u>	<u>December 31, 2014</u>	<u>December 31, 2013</u>	<u>December 31, 2012</u>
Revenue and Other Income Realized:					
Fund Balance Utilized	\$ 20,746	\$ 25,723	\$ 16,413	\$ 16,707	\$ 16,010
Miscellaneous Revenue Anticipated	338,838	305,759	293,804	290,512	274,503
Current Year Taxes	470,277	452,048	446,147	440,629	427,104
Delinquent Taxes	587	1,461	957	1,028	725
Non-Budget Revenue	2,905	1,185	2,013	1,699	1,369
Other Credits to Income:					
Unexpended Balance of Appropriations Reserves	13,972	7,569	8,105	4,674	11,482
Cancellation of Reserves	-0-	468	4,616	1,477	918
Cancellation of Contracts Payable & Checks	1,395	1,711	591	1,032	293
Miscellaneous	13,391	5,80	104	691	434
Interfunds Liquidated	<u>311</u>	<u>246</u>	<u>5,392</u>	<u>214</u>	<u>30</u>
Total Revenue and Other Income Realized	<u>865,422</u>	<u>796,750</u>	<u>778,142</u>	<u>758,661</u>	<u>732,868</u>
Expenditures:					
Budget and Emergency Appropriations:					
Appropriations Within "CAP" Operations:					
Salaries and Wages	229,957	216,603	213,570	198,098	190,670
Other Expenses	160,322	179,688	153,234	159,532	165,760
Deferred Charges and Statutory Expenditures	56,291	51,059	48,948	51,184	49,374
Appropriations Excluded from "CAP" Operations:					
Salaries and Wages			-	-	-
Other Expenses	42,942	29,949	37,573	35,782	32,040
Capital Improvements	1,200	314	1,000	600	1,341
Municipal Debt Service	66,663	61,809	59,726	58,705	54,978
Deferred Charges -- Municipal	8,427	8,983	8,074	14,988	5,810
Local School District Purposes	13,381	9,756	10,484	12,190	12,575
Reserve for Uncollected Taxes	3,847	3,500	1,847	1,528	3,760
School Taxes	113,283	111,062	109,149	107,392	105,403
County Taxes	117,725	105,866	102,513	97,853	97,428
Amount Due County on Added & Omitted Taxes	1,071	851	2,160	-	-
Miscellaneous	20,927	4,702	3,911	8,304	5,569
Interfunds Created	41	311	246	96	214
Total Expenditures	<u>836,077</u>	<u>784,455</u>	<u>752,435</u>	<u>746,251</u>	<u>724,922</u>
Excess (Deficit) in Revenue	29,345	12,295	25,707	12,410	7,946
Adjustments to Income before Fund Balance:					
Special Emergency Authorization Storm Sandy Over expenditure of Appropriations					16,000
Expenditures included above which are by Statute			606	-	7,620
Deferred Charges to Budget of Succeeding Year:					
Special Emergency Appropriations		8,000			
Revaluation of Properties	5,000		-	-	-
Contractual Severance Liabilities			7,500	9,500	-
Excess in Operations After Adjustment	34,345	20,295	33,813	21,910	31,566
Fund Balance Beginning of Year	<u>50,705</u>	<u>56,133</u>	<u>38,734</u>	<u>33,531</u>	<u>17,975</u>
Amount Utilized as Anticipated Revenue	85,050	76,428	72,547	55,441	49,541
Fund Balance, End of Year	<u>24,573</u>	<u>25,723</u>	<u>16,413</u>	<u>16,707</u>	<u>16,010</u>
Fund Balance, End of Year	<u>\$59,305</u>	<u>\$50,705</u>	<u>\$ 56,134</u>	<u>\$ 38,734</u>	<u>\$ 33,531</u>

Source: Derived from the Calendar Year 2012-2015 Audited Financial Statements of the City and 206 Unaudited Annual Financial Statements.

CITY REVENUES

Overview

The City derives its revenues from a variety of local taxes, user charges and miscellaneous revenues, as well as from Federal and State unrestricted and categorical grants. Local revenues provided approximately 8% of total revenues in Calendar Year 2016 while Federal and State aid, including unrestricted aid and categorical grants, provided 11.6%. A discussion of the City's principal revenue sources follows.

Cash Flow Management

While State law requires the City to adopt and operate under a balanced budget and the City has not had a cash deficit at the end of any of the last ten fiscal years, the City's historic experience in the timing of the receipt of its various revenues has shown significant variance. The management of matching receipts and expenditures for operating purposes has required the use of significant amounts of temporary interfund transfers between operating and capital accounts. The City has undertaken an initiative to analyze and report cash flows (receipts and expenditures) on a monthly cycle to enable better matching of receipts with expenditures during each fiscal year. However, as long as the receipt of substantial appropriated revenues is dependent upon State, Federal and special program sources, there is no certainty that additional temporary interfund transfers or other short-term funding mechanisms will not be required should temporary cash flow imbalances persist.

Real Estate Tax

The real estate tax, the single largest source of the City's local revenues, is the primary source of funds for the City's Current Fund. The City derived approximately 39.86% of its total revenues for Calendar Year 2016 from the City's portion of the real estate tax.

The amount of real property taxes payable by a property owner is based on the assessed value of the property taxed and the combined tax rate for the City, the County and the School District. The assessed value of property is determined by the City's Tax Assessor. Although property may be reassessed at any time, the Tax Assessor generally reassesses property upon a revaluation and upon a resale. The last revaluation took place in 1988. The City's tax rate is determined by the City after adopting the final budget. The City's tax rate is determined based on the amount of budgeted expenditures, the amount of other available revenues and the aggregate assessed value of all taxable property in the City. The tax rates allocable to the County and School District are determined based on their respective budgets. The City must submit its tax rate to the County which certifies the aggregate rate to be levied.

Analysis of Tax Rates and Percent Distribution Rate Per \$1,000 Assessed Valuation

<u>Year</u>	<u>Total</u>	<u>Municipal⁽¹⁾</u>	<u>Percent of Total</u>	<u>County</u>	<u>Percent of Total</u>	<u>County Open Space Tax</u>	<u>Percent of Total</u>	<u>School</u>	<u>Percent of Total</u>
2016	\$77.01	\$37.83	49.12%	18.96	24.62%	\$0.36	0.47%	\$19.86	25.79%
2015	74.82	37.73	50.43%	17.49	23.38%	0.17	0.23%	19.43	25.97%
2014	74.34	37.68	50.69%	17.12	23.03%	0.17	0.23%	19.37	26.06%
2013	74.66	38.45	51.50%	16.51	22.11%	0.07	0.09%	19.63	26.29%
2012	71.84	35.85	49.90%	16.33	22.73%	0.32	0.45%	19.34	26.92%

⁽¹⁾ Includes library tax

Source: Derived from the County Board of Taxation Certification

Tax Collection Procedure. Taxes are payable quarterly on February 1, May 1, August 1 and November 1. Tax bills are sent out twice during the year, generally in June and December. The bill for taxes payable in February and May is based on the assessed value of the property as of January of the preceding year. The bill for taxes payable in August and November reflects adjustments made so that the taxes paid for the calendar year reflect the assessed value of the property as of January of the current year.

The City is required to send out tax bills at least 45 days before the taxes are due; however, if the budget has not been adopted by that time, the City may delay sending out the bills to a date at least 25 days before the taxes are payable. If the budget has not been adopted by that time, the bill is based on an estimated rate and the second bill will be adjusted to compensate for any difference between the actual rate and the estimated rate. Taxpayers are allowed a 10-day grace period for paying their taxes. Interest is charged on any late payments of taxes from the date the taxes were due until they are paid at a rate of 8% per annum for the first \$1,500 of delinquent taxes and 18% on any delinquent amount in excess of \$1,500. All unpaid taxes for the previous year are annually placed in a tax sale prior to putting a lien on the property, in accordance with the New Jersey Statutes. If the tax lien is sold, depending upon the amount of the lien sold, there is an additional penalty of 2%, 4% or 6%. *In rem* tax foreclosure proceedings may be instituted to enforce the tax collection or acquisition of title to the property by the City.

The City collects taxes for itself and for the County and the School District. The City pays to the County and the School District 100% of the amount of taxes billed by those entities, regardless of the number of taxpayers that are delinquent. The City pays the County its share of real property taxes quarterly (on February 15, May 15, July 15 and November 15) and pays the School District its share monthly.

Equalization Rate and Tax Collection Rates

The State determines, based on market data, the relationship between the assessed value of property and the "true value" or market value of the property. The State then calculates the equalization rate, which is the assessed value divided by the true value, expressed as a percentage. The assessed value divided by the equalization rate provides the equalized value, which is the value used to calculate the City's debt limit. See "CITY INDEBTEDNESS AND DEBT LIMITS - Debt Limits" herein. The following table sets forth the assessed valuation, equalization rate and equalized value of property in the City of the last 7 calendar years.

Assessed Valuations

<u>Year</u>	<u>Land</u>	<u>Improvements</u>	<u>Land and Improvements⁽¹⁾</u>	<u>Personal Property</u>	<u>Net Valuation Taxable⁽²⁾</u>	<u>Equalization Ratio</u>	<u>Equalized Valuation of Taxable Real Property</u>
2016	\$1,655,155,703	\$4,493,719,645	\$6,148,875,348	\$17,185,090	\$6,093,045,338	27.63	\$22,375,519,222
2015	1,578,755,314	4,401,341,030	5,980,096,344	17,672,253	5,997,768,597	30.02	20,246,400,032
2014	1,548,586,503	4,430,998,768	5,916,171,471	16,605,073	5,932,776,544	30.02	19,707,433,281
2013	1,503,278,191	4,362,050,129	5,795,484,581	19,086,697	5,814,571,278	31.24	18,570,573,832
2012	1,500,089,405	4,376,448,593	5,786,339,559	21,453,769	5,807,793,328	32.72	17,705,865,624
2011	1,515,126,836	4,442,100,557	5,834,023,804	19,573,239	5,853,597,043	31.35	18,628,899,568
2010	1,528,404,530	4,492,765,836	5,874,234,666	16,691,940	5,890,926,606	29.43	19,976,714,590

Source: The City of Jersey City, Office of the Tax Assessor

⁽¹⁾ Includes partial exemptions and abatements.

⁽²⁾ Excludes properties exempt from real property taxes.

Taxpayers are required to pay taxes based on the assessed value of their property and then are permitted to appeal. If the taxpayers are successful on appeal, they will receive a refund. Appeals by property owners required the City to make refunds of tax payments in the amounts of approximately \$4.3 million in 2012, \$7.4 million in 2013, \$5.4 million in 2014 and \$5.2 million in 2015. The City is authorized to issue bonds to reimburse itself for payments made pursuant to successful tax appeals. The City has not authorized the issuance of bonds to fund tax appeals since 2012. See "CITY INDEBTEDNESS AND DEBT LIMITS -- Exception to Debt Limit - Real Property Tax Appeal Refunding Notes" herein.

On September 14, 2016, the City adopted a special emergency appropriation of \$5 million for the preparation and execution of a complete program of revaluation of real property for the use of the local assessor.

The following table sets forth the amount of taxes levied in each year and the amount and percentage of such levy collected or canceled. In addition, the table sets forth the amount and percentage of delinquent taxes from all prior years collected in a particular year, the amount transferred to tax lien, the tax lien balance, and the value of foreclosed property acquired by the City. The tax collection rate in the Calendar Year ending December 31, 2016 was 98.70%.

Analysis of Real Estate Tax Billings and Collections

<u>Tax Billings</u>	<u>December 31, 2016</u>	<u>December 31, 2015</u>	<u>December 31, 2014</u>	<u>December 31, 2013</u>	<u>December 31, 2012</u>
Municipal ⁽¹⁾	\$241,000,084	\$229,124,333	\$230,850,029	\$230,843,162	\$210,197,174
School	113,282,750	116,490,978	114,923,807	114,105,988	112,329,149
County	<u>118,795,203</u>	<u>106,716,687</u>	<u>104,672,969</u>	<u>97,852,919</u>	<u>97,428,307</u>
Total Billings	<u>\$473,078,037</u>	<u>\$452,331,998</u>	<u>\$450,446,805</u>	<u>\$442,802,069</u>	<u>\$419,954,630</u>
Taxes Collected	466,934,181	448,547,898	444,300,251	439,100,320	416,731,470
Percent Collected	98.70%	99.16%	98.64%	99.16%	99.23%
Taxes Canceled or Remitted	4,639,135	3,316,205	6,720,278	2,606,875	603,231
Delinquent Taxes Collected, Including Liens	586,858	1,461,339	912,146	1,027,576	2,180,348
Total Current and Delinquent Collected	467,521,039	451,864,103	445,212,397	440,127,896	418,911,818
Percent Collected ⁽²⁾	98.83%	99.89%	98.84%	99.40%	99.75%
Delinquent Tax Balance Current Year	1,504,721	467,897	715,416	201,344	270,070
Prior Year's Tax Balance	2,760,607	3,660,742	2,768,273	2,566,929	2,379,507
Taxes Receivable Balance Transferred to Tax Title Liens	4,265,328	3,125,278	3,660,742	2,632,909	2,649,577
Current Year	-0-	265,880	39,202	65,980	16,399
Tax Title Lien Balance	37,154	659,482	422,969	326,028	114,206
Foreclosed Property Balance	1,455,500	1,680,900	1,455,500	1,591,500	1,652,600

Source: Derived from the Calendar Year 2012-2015 Audited Financial Statements of the City and the 206 Unaudited Annual Financial Statements.

(1) Includes Minimum Library Tax of \$7,220,380 for 2016, \$6,574,673 for 2015, \$6,190,185 for 2014, \$5,901,949 for 2013 and \$6,209,626 for 2012.

(2) Includes receipts and balances of current taxes, delinquent taxes and tax title liens.

The ten entities that paid the most real property taxes in 2016 do not, in the aggregate, exceed 10.5% of the total levy. Listed below are the taxpayers whose property has the greatest assessed valuations in the City.

Ten Largest Assessed Valuations in the City

<u>Name</u>	<u>Type of Business</u>	<u>2016 Assessed Valuations</u>
NC Housing Associates	Office	\$ 132,666,800
Cali Harborside Associates	Office	120,092,000
101 Hudson St. Associates	Office	90,855,800
Newport Centre, LLC (Indianapolis)	Shopping	58,088,000
MEPT Newport Tower	Office	45,000,000
John Hancock Life Insurance	Office	43,490,400
70 Columbus Urban Renewal, LLC	Office	42,775,100
Newport Center (Rego Park)	Mixed – Retail, Office, Hotel	39,253,400
WELLS REIT	Office	35,625,000
Grove Pointe, U.R.	Mixed – Retail, Office, Residential	34,512,100

Tax-Exempt Properties

As of January 30, 2016, approximately 18.75% of the total assessed value of the City's real property was exempt from real property taxation. However, this number does not include certain service charges for PILOTS.

Tax-Exempt Properties in the City

	<u>2016 Assessed Valuation</u>
Public Schools	\$ 300,113,700
Schools Other Than Public	74,659,600
Public Property	1,344,256,600
Church and Charities	250,311,350
Cemeteries	35,220,800
Other Exempt Properties	<u>2,591,095,100</u>
	<u>\$ 4,595,657,150</u>

Source: The City of Jersey City, Office of the Tax Assessor.

Properties in Tax Abatement

Under the provisions of State law, the City may abate the taxes payable on newly constructed commercial and residential properties. The owners of such properties generally pay taxes on the value of the land on which the property is located but, pursuant to agreements with the City, pay payments-in-lieu-of-taxes ("PILOTS") on the value of the improvements on the property instead of taxes. Such abatements are used as an incentive to encourage development in areas within the City. State law provides different abatement programs for commercial and residential development. The law allows a 15-year abatement period during which the taxes on the improvements on property could be abated and PILOTS charged instead. The PILOTS for commercial properties were based on the construction cost of the property (initially 2% of the costs) or on the revenues received from leasing of the property. The law also allows for a 5-year short-term abatement period in which PILOTS are based on a percentage of what the tax bill otherwise would have been. Residential property is eligible for a 30-year abatement period and the PILOTS for residential property are based either on the sale price of the property (if condominiums are involved) or the rent roll (for a rental property). In April 1992, the law was amended to allow an abatement period of up to 30 years for commercial property, also during which PILOT

payments are the higher of an amount based on construction costs and a percentage of the taxes that would have been payable. However, the City has made it a policy to only grant 30 year abatements for affordable housing projects.

In addition to the difference between the amount of a PILOT and the amount of taxes, PILOTs differ from taxes in two other ways. First, PILOTs are paid to the City and no portion of the PILOT is payable to the County or the School District. Second, there is no incentive for a property owner to appeal the assessed value of the property while it is subject to abatement. Therefore, it is not clear whether the assessed value determined during the abatement period will be appealed when the property is no longer subject to abatement. When the abatement period ends, the property becomes subject to taxation on both the land and improvements. See "CITY ECONOMIC AND DEMOGRAPHIC INFORMATION" and "ECONOMIC DEVELOPMENT" herein.

The City's authority to enforce payments in lieu of taxes and the remedies available to it for delinquent payments are the same as those for real property taxes, including sale of liens and foreclosures. In addition, the City may revoke the taxpayers' ability to make payments in lieu of taxes. Further, the City has engaged the services of several independent accounting firms to review the records of properties in abatement to ensure the accurate reporting of development costs upon which payments in lieu of taxes are calculated.

**Municipal Revenues From Payments In Lieu Of Taxes (PILOT)
On Properties In Tax Abatement**

<u>Year Ending</u>	<u>PILOT Revenue</u>
December 31, 2016	\$137,388,598
December 31, 2015	130,861,698
December 31, 2014	121,966,019
December 31, 2013	122,615,865
December 31, 2012	115,715,886

Source: Derived from the Calendar Year 2012-2015 Audited Financial Statements of the City and 206 Unaudited Annual Financial Statements.

The estimated development cost of the 35 major commercial properties currently covered by abatements exceeds \$3 billion.

Listed below are the five entities which were responsible for the highest PILOT payments in Calendar Year 2016.

Five Largest PILOT Payers

<u>Name</u>	<u>Calendar Year Payment Amount</u>
K. Hovanian@77 Hudson Street	\$5,127,958.88
Vector 1	4,487,422.52
GSJC 30 Hudson Street UR	4,432,741.21
Port Liberte II	4,009,345.30
Cali Harbor Plaza	3,731,479.14
TOTAL	<u>\$21,788,947.05</u>

Source: Derived from the Calendar Year 2016 Unaudited Annual Financial Statement of the City.

Delinquent Taxes

Delinquent taxes can be anticipated only to the extent of the last preceding year's delinquent tax collection percentage.

The following chart shows the amount and percentage of delinquent taxes budgeted for collection by the City and the amount and percentage of delinquent taxes which were actually collected in such fiscal year, for the last five years. The amount of delinquent taxes represents an aggregate amount of unpaid taxes for all prior years.

Delinquent Taxes and Tax Title Liens

<u>Year Ending</u>	<u>Balance of Delinquent Taxes at Start of Year</u>	<u>Budgeted Amount of Delinquent Taxes to Be Collected</u>	<u>Percent of Delinquent Taxes Budgeted to be Collected</u>	<u>Amount of Delinquent Taxes Collected</u>	<u>Percent of Delinquent Taxes Collected</u>
December 31, 2016	\$3,784,760	\$1,160,785	30.67%	\$586,859	15.51%
December 31, 2015	3,125,278	2,100,000	0.67%	1,461,339	0.47%
December 31, 2014	2,768,273	851,494	0.31%	912,146	0.33%
December 31, 2013	2,649,577	342,386	0.13%	1,027,577	0.39%
December 31, 2012	2,751,621	1,889,554	0.69%	725,068	0.26%

Source: Derived from the Calendar Year 2016 Unaudited Financial Statement of the City.

The City currently reviews the status of real property with outstanding delinquent taxes to institute a more rapid disposition of property through foreclosure and sale. The City usually sells tax liens annually at auction and retains unsold liens. In 2014 and 2015 the City sold an aggregate of \$14,805,574 and \$23,996,324 of tax title lien certificates, respectively.

Property Tax Reform

In recent years, the New Jersey Legislature has considered various proposals to lessen the dependence of local governments on property taxes and to find alternative means to fund vital governmental services.

On July 13, 2010, the Governor approved legislation which, in addition to the "Cap Law" described under "THE CITY OF JERSEY CITY - Limitation on Expenditures" above, amends the property tax levy cap that was initially enacted in 2007. This law puts a limitation of 2% on the property tax levy set in the annual budget. The law allows for exclusions for capital expenditures, debt service, increases in pension contributions and accrued liability for pension contributions in excess of 2%, and increases in health care costs in excess of 2%. This limitation may be exceeded by approval of an affirmative vote in excess of 50% of the people voting at a special referendum held for such purpose.

The tax levy limitation does not limit the obligation of the City to levy ad valorem taxes upon all taxable real property within the City to pay debt service on the Notes.

Any legislation or constitutional amendments which alter the existing system of real property taxation in New Jersey may adversely affect the security and/or market value of bonds, notes and other obligations of counties and municipalities (such as the City).

State Aid Programs

The State of New Jersey provides financial support to local governments and school systems through various programs aimed at reducing reliance on the local property tax base. As described below, the City received or receives (i) urban enterprise aid, (ii) aid on distributed tax and (iii) aid on State reimbursement for certain categories of taxpayers. The State maintains a variety of smaller programs of grants-in-aid to municipalities in such fields as housing,

neighborhood preservation, health, and social services, and has assumed funding of other programs previously financed by the City, thereby relieving the City from funding such costly programs. The City is allowed a credit for certain administrative charges under Federal programs.

Urban Enterprise Zone Funds. Under the State's Urban Enterprise Zone program which is administered by the State Department of Commerce and Economic Development, Division of New Jersey Urban Enterprise Zones, three percent (3%) of the sales tax levied by the State on certain specified goods and services paid by certified businesses operating within specially-created urban enterprise zones is paid into a segregated account within the State's Zone Assistance Fund for the benefit of the municipality in which the zone is located. To encourage businesses to locate in urban enterprise zones, the State exempts certified urban enterprise zone businesses from State sales taxes on equipment and supplies utilized in daily operations, as well as building materials. Monies held for the account of a municipality within the Zone Assistance Fund may be used to pay for capital projects or municipal services, following the filing of an application by the municipality and approval of the application by the members of the State Urban Enterprise Zone Authority.

One-third of the City's total acreage qualifies as a State-approved "urban enterprise zone". The City's urban enterprise zone incorporates the major retail corridors located within the City, as well as its primary commercial and industrial areas. In the past, the City utilized the funds it has received under the State Urban Enterprise Zone Program for capital improvements, economic development, redevelopment, special improvement districts and business improvement districts. However, the City has not received any funds since 2009 due to State budgetary constraints.

Distributed Taxes. The State collects various taxes for distribution to local governments. Of these, Energy Receipt Tax (formerly known as Public Utilities Franchise and Gross Receipts Taxes) and Consolidated Municipal Property Tax Relief Aid are the two largest programs of State Aid in New Jersey and the major sources of state aid to the City. The energy receipt tax represents taxes received by the State on properties and right-of-ways owned by public utilities. These funds are disbursed to municipalities based on a formula reflecting such property located within each municipality. The consolidated municipal property tax relief aid, created in fiscal year 1996, consolidated 14 separate state programs (i.e., urban aid, business personal property tax replacement aid and municipal revitalization aid) into a single aid program. Building Aid Allowance for School represents state aid to support the public educational programs in the City including aid on facilities construction and improvements.

The chart below provides the amount of State aid received by the City in the last five fiscal years. Certain State aid is required to be withheld by the State Treasurer and paid to the paying agents for certain bonds of the City in an amount sufficient to pay debt service on such bonds. See "CITY INDEBTEDNESS AND DEBT LIMITS — Municipal Qualified Bond Act" and "— School Qualified Bond Act" herein.

State Aid to Jersey City

	December <u>31, 2016</u>	December <u>31, 2015</u>	December <u>31, 2014</u>	December <u>31, 2013</u>	December <u>31, 2012</u>
Urban Enterprise Zone Funds	\$ -	\$ -	\$ -	\$ 501,725	\$ 2,010,808
Energy Receipt Tax	53,091,740	53,091,740	52,031,160	51,682,679	50,317,698
Building Aid Allowance for School ⁽²⁾	5,926,086	4,569,847	4,709,375	5,475,816	5,648,572
Consolidated Municipal Property Tax Relief Act	<u>10,431,997</u>	<u>10,752,945</u>	<u>11,813,525</u>	<u>12,162,006</u>	<u>13,526,987</u>
TOTALS:	<u>\$69,465,660</u>	<u>\$68,430,369</u>	<u>\$ 68,554,060</u>	<u>\$ 69,822,226</u>	<u>\$ 71,504,065</u>

Source: Derived from the Calendar Year 2012-2015 Audited Financial Statements of the City and 2016 Unaudited Annual Financial Statement.

⁽²⁾ Supplemental School Tax Relief allows state-operated schools to reduce the tax levy for school purposes.

Tax Exemption Reimbursement. The State reimburses municipalities for the full cost of mandated property tax deductions and exemptions for certain categories of taxpayers. The State reimbursed the City for

seniors/veterans/disabled citizens for the calendar years ending December 31, 2012, December 31, 2013, December 31, 2014, December 31, 2015 and December 31, 2016, \$708,973, \$653,544, \$408,960, \$516,989 and \$401,802, respectively.

Summary of State/Federal Aid to School Districts

In 1973, the Supreme Court of the State ruled in Robinson v. Cahill that the existing method of financing, school costs principally through property taxation was unconstitutional. Pursuant to the Supreme Court's ruling, the State Legislature enacted the Public School Education Act of 1975 (P.L. 1975, Ch. 212) which required funding of the State's School Aid through the New Jersey Gross Income Tax Act (P.L. 1975, Ch. 47) enacted for the purpose of providing property tax relief.

On June 5, 1990, the Supreme Court ruled in Abbott v. Burke, that the school aid formula enacted under the Public School Education Act was unconstitutional as applied. The Court found that poorer urban districts were significantly disadvantaged under that school funding formula because school revenues were derived primarily from property taxes. The Court found that wealthy districts were able to spend more, yet tax less for educational purposes.

The Quality Education Act of 1990

The Legislative response to Abbott v. Burke was the passage of the QEA (P.L. 1990, C. 52), which was signed into law on July 3, 1990. This law established a new formula for the distribution of State aid for public education commencing with the 1991-92 fiscal year. The law provided a formula that took into account property value and personal income to determine a district's capacity to raise money for public education. A budgetary limitation or "CAP" on expenditures was also provided in the law. The "CAP" was intended to control the growth in local property taxes. The QEA was amended and revised by Chapter 62 of the Pamphlet Laws of 1991 of New Jersey, effective March 14, 1991 and further amended by Chapter 7 of the Pamphlet Laws of 1993 effective December 14, 1993.

On July 12, 1994, the Supreme Court of New Jersey declared the school aid formula under the QEA, as amended, unconstitutional on several grounds as it is applied to the 30 special needs districts designated by the State in ongoing litigation commonly known as Abbott v. Burke II. The City's school district is a special needs district. No specific remediation was ordered, but the Supreme Court ultimately held that the Legislature and the Governor were required to have a new funding formula in effect by December 31, 1996, so that the new formula would be implemented in the 1997-98 fiscal year.

Comprehensive Educational Improvement and Financing Act of 1996

In keeping with the Supreme Court's deadline, Governor Christine Todd Whitman signed into law on December 20, 1996, the *Comprehensive Educational Improvement and Financing Act of 1996* ("CEIFA"). CEIFA affects how public schools are funded by the State, beginning in the 1997-98 fiscal year.

CEIFA departs from other funding formulas adopted in New Jersey by defining what constitutes a "thorough and efficient" education, which is what the New Jersey Constitution requires every public school student to receive. CEIFA further establishes the costs to provide each student with an education that is "thorough and efficient."

In defining what constitutes a "thorough" education, the New Jersey State Board of Education adopted a set of Core Curriculum Content Standards. The purpose of these standards is to provide all students with the knowledge and skills that will enable them to be productive citizens when they graduate from any New Jersey high school, regardless of the school's location or socioeconomic condition. CEIFA provides State aid assistance in the form of Core Curriculum Standards Aid based on a school district's financial ability to raise sufficient tax revenue for its students to achieve the Core Curriculum Content Standards.

The definition of an "efficient" education under CEIFA determines the cost to provide each student with an education that fulfills the requirements for the Core Curriculum Content Standards. The efficiency standard defines such things as optimal class size, administrators/teachers per student, schools per district, and the types and amount of classroom supplies, services, and materials. CEIFA establishes an approximate amount per student to educate each student at various grade levels in the Core Curriculum Content Standards. This amount will be adjusted biennially for inflation by the consumer price index.

In determining how much Core Curriculum Standards Aid a school district will receive, CEIFA considers each school district's financial ability to fund such a level of education. This component of CEIFA is referred to as the local share requirement, namely, the amount of taxes that a school district can raise relative to other school districts based on property wealth and income levels. The purpose of the Core Curriculum Standards Aid is to provide school districts with adequate State assistance that is proportionate to their ability to pay. The purpose of this type of aid is to ensure that all school districts have the economic ability to provide their students with the ability to achieve the Core Curriculum Content Standards. In addition to the Core Curriculum Standards Aid, CEIFA also provides per pupil assistance from the State for special education, early childhood programs, demonstrably effective programs, instructional supplement, bilingual education, county vocational schools, and distance learning network. For Fiscal Year 2015-2016, the school district received Equalization Aid (formerly known as Core Curriculum Standards Aid) in the amount of \$270,661,365.

Another form of aid that is provided by CEIFA is school facilities aid. During the 1997-1998 fiscal period, this type of aid was provided to those school districts that qualified for aid under the QEA. The amount of school facilities aid that the State provided during the 1997-98 fiscal year was determined by the amount budgeted in the approved State budget.

Beginning in the 1998-99 fiscal year, State aid for school facilities was supposed to consist of a ratio that divides (i) the amount of debt service or the amount of facilities rent for lease terms that exceed five years required to be budgeted for a fiscal period into (ii) the costs that are approved by the New Jersey Department of Education for a proposed building or renovation project. The approved facility costs under CEIFA have not yet been determined. CEIFA required the governor to submit to the legislature 60 days prior to the 1998 budget address, criteria for determining approved facilities costs, State support levels, and maintenance incentives applicable to the 1998-99 fiscal period. The Legislature enacted and the Governor signed into law the Educational Facilities Construction and Financing Act ("EFCFA"), constituting Chapter 72 of the Pamphlet Laws of 2000, effective July 18, 2000. That law provides full funding for qualified costs of facilities required for Abbott Districts and funding for qualified costs of facilities for all other districts in an amount equal to the ratio between their core curriculum facilities aid and their T&E budget times 115% or 40% of the qualified costs, whichever is greater. In lieu of debt service aid, school districts may receive grants for the State share of the project and authorize bonds only for the local share of the project. School districts may receive debt service aid under that formula for certain projects begun prior to the effective date of the law. On December 28, 2000, a Complaint was filed in the Superior Court of New Jersey challenging the authority of the Economic Development Authority under the State Constitution's Debt Limitation clause to issue bonds secured by a contract with the State Treasurer, the funding of which is subject to annual appropriation, and requesting that the Court grant an injunction restraining the State and the New Jersey Economic Development Authority from issuing bonds to fund the State's financial obligation under the Educational Facilities Construction and Financing Act. On January 24, 2001, the Superior Court of New Jersey granted the State's motion to dismiss the case as a matter of law. The Plaintiff filed a notice of appeal on February 5, 2001.

CEIFA also limits the amount school districts can increase their annual current expenses and capital outlay budgets. Generally, these budgets can increase by either 3% or the consumer price index, whichever is greater. Budgets can also increase because of certain adjustments for enrollment increases, certain capital outlay expenditures, pupil transportation costs, and special education costs that exceed \$40,000 per pupil. Waivers are available from the Commissioner based on increasing enrollments and other fairly narrow grounds or by approval of the voters at the annual school election.

Under CEIFA, rent payments made pursuant to a facilities lease purchase agreement for a term that exceeds five years are treated as debt service. Such rent payments are not included in the spending limits and receive aid at the same level as debt service. Rent payments under a facilities lease with a term of five years or less are budgeted in the general fund and are subject to a school district's spending growth limitation amounts under CEIFA.

On May 14, 1997, the New Jersey Supreme Court held that CEIFA is unconstitutional as applied to the 28 special needs districts because (1) its funding provisions fail to assure that students in such districts will receive a thorough and efficient education and (2) supplemental programs to increase student performance in such districts have neither been adequately identified nor funded. The Court recognized the Core Curriculum Standards as a valid means of identifying what is a "thorough and efficient" education under the State Constitution, but found that the State did not adequately determine or provide the adequate funding level to allow those standards to be met in the special needs

districts. CEIFA was not held unconstitutional as applied to the non-special needs districts. The School District is not a special needs district.

The Court ordered the State (1) to increase State aid to the special needs districts for the 1997-98 school year to a level such that the per-pupil expenditure in such districts is equivalent to the average per-pupil expenditure in wealthy suburban districts, (2) through the Commissioner, to manage the additional spending to assure that it will be used to allow the students to meet the educational content standards and (3) under the supervision of the Superior Court, Chancery Division, to determine a plan to provide supplemental educational and facilities programs in the special needs districts.

Provisions for the additional amounts of money were appropriated in the 1997-98 State budget. The Court has ruled that the Commissioner and the State Department of Education will be responsible for maintaining the educational system in accordance with the orders of the Court.

In response to the Court's order and in an attempt to remedy inadequacies that exist in the safety, the quality and the utility of state-wide school facilities, the New Jersey Legislature enacted the EFCFA. See "Summary of Educational Facilities Construction and Financing Act" herein. The EFCFA provides certain levels of funding for facilities' improvements for both special needs and non-special needs districts. Under EFCFA, special needs districts will receive State funding of 100% of the eligible costs of a school facilities project. The State will provide non-special needs districts with facilities aid of at least 40% of the eligible costs of a school facilities project. A non-special needs district must elect to receive its level of facilities aid in either the form of a grant or ongoing annual debt service aid.

On June 27, 2001, the Superior Court of New Jersey, Appellate Division, affirmed the trial court's decision that no public referendum is required for the State's bonds under the EFCFA. By a 2-to-1 majority, the Appellate Division held that the Debt Limitation Clause of the State Constitution is not violated by the EFCFA. On appeal, the New Jersey Supreme Court held that the EFCFA and its provisions authorizing the EDA's issuance of bonds do not violate the Debt Limitation Clause of the State Constitution.

On June 24, 2004, the Legislature enacted amendments to CEIFA, which amendments impose strict limits on annual increases in their operating budgets. Commencing with the 2005-06 school year, boards of education will be required to submit proposed budgets in which the advertised per pupil administrative costs do not exceed the lower of (i) the prior year per pupil administrative costs for the district's region inflated by the greater of 2.5% or the "cost of living" (defined as the average annual increase in the consumer price index for the New York City and Philadelphia areas) and (ii) the district's per pupil administrative costs, increased (by up to the greater of 2.5% or the cost of living) by such additional costs as may be approved by the Commissioner of Education due to increases in enrollment, administrative positions necessary as a result of mandated programs, administrative vacancies, nondiscretionary fixed costs, and such other items as may be permitted by regulation (provided, that for the 2005-06 school year the amount in clause (ii) shall instead be the per pupil administrative cost limits for the district's region as determined by the Commissioner of Education). Various existing limitations on budget increases were amended from the greater of 3% or the consumer price index to the greater of the cost of living or 2.5%. Under this amendment, proposals to exceed these limits cannot (i) include any new programs and services necessary for students to achieve the thoroughness standards established pursuant to CEIFA, (ii) include any programs or services that were included in the prior year's budget unless approved by the Commissioner, and (iii) be submitted to the voters or the board of school estimate if the county superintendent of schools determines that the district has not implemented all potential efficiencies in the administrative operations of the district. This bill also reduces the amount of surplus that may be maintained by a school district from 6% to 2% (2% for the 2005-06 school year) of the general fund balance.

Summary of Federal Aid to School Districts

Federal funds are available for certain programs approved by the federal government with allocation decided by the State, which assigns a proportion to each local school district. The Elementary and Secondary Education Act, as amended by the Improving America's Act of 1994 is a federal assistance program for which a school district qualifies to receive aid. A remedial enrichment program for children of low income families is available under Title I Aid. Federal aid is generally received in the form of block grants.

Welfare

The State pays the entire nonfederal share of Medicaid. As of July 1, 1991, the State also assumed one hundred percent of the costs of the nonfederal share of federal welfare programs managed by County governments and one hundred percent of the costs of General Assistance, the program of financial aid to needy people who are not otherwise provided for under New Jersey Laws that is managed by municipalities. Thus, New Jersey municipalities have no financial obligation for these programs.

As of January 1, 1999, the City consolidated the General Assistance Program into the County's Welfare Program, as permitted by State Law, and has retained its case records per State mandate.

Transit

The subsidization of public mass transit is the responsibility of the State. Municipalities are not required to make financial contributions.

Higher Education

The State subsidizes the system of State colleges and universities, with no municipal financial obligation. County colleges are supported by county governments with State assistance. Municipalities have no financial responsibility for the county college system.

Medical Care Services

The Jersey City Medical Center, which is an established New Jersey not-for-profit medical and health care corporation, provides certain hospital and medical care services for persons residing in the City and in the adjacent communities. For many years, the City provided direct and indirect financial assistance to the Jersey City Medical Center. The several agreements and programs have generally been consolidated. The City assisted the Jersey City Medical Center in the development and construction of a new hospital and medical care facility located at Grand and Jersey Avenues in the City. The City made a capital contribution of \$12,000,000 for the acquisition of the real property for the new hospital and for certain preliminary development expenses. This contribution was funded through the issuance of serial bonds. The new medical center has an obligation to provide hospital and certain medical care services for all persons residing in the City regardless of their ability to pay. The operating and debt service expenses for the new facility are being met through Federal and State health care payments and third-party reimbursements.

CITY EXPENDITURES

The City has historically spent the largest percentage of its operating budget on public safety and statutory expenditures. For Calendar Year 2016, appropriations for public safety personnel equaled 31.65% of the budget and statutory expenditures were 10% of the budget as adopted. The remaining 58.35% of the municipal budget was appropriated for the legal, financial and administrative management of the City, and the provision of public works, human resources, recreation and housing and development services and programs.

CAPITAL IMPROVEMENT PROGRAM

The City maintains and continuously reviews a six-year program for capital improvements. Priority within the program is given to the maintenance of the existing infrastructure, to completion of projects under construction and to projects deemed necessary to the economic strength of the City. For the calendar years 2016 to 2021, inclusive, the City expects to appropriate approximately \$25 to \$35 million annually for capital projects for the City. The City anticipates the funding of these projects to be provided through the future sale of notes or bonds and grant programs.

Major projects of the general capital program of the City for the calendar years 2016 to 2021, inclusive, are: acquisition of new fire apparatus and public works equipment and machinery; continued development of recreation facilities building reconstruction; acquisition and installation of new computer systems; street resurfacing and widening; construction of a new police precinct building; cleaning and re-lining the City's 150-year-old aqueduct system; improvements to public libraries; bridge improvements; and sewer reconstruction. The City estimates that its funding

needs to meet general capital improvement program objectives (excluding water utility payments) for the six-year period will be \$205 million. The City is also making major infrastructure improvements, including the construction of new water and sewer lines and roads in connection with major development projects in the City. See "CITY ECONOMIC AND DEMOGRAPHIC INFORMATION" and "ECONOMIC DEVELOPMENT" herein. Many of these projects will be financed primarily through direct developer contributions or local improvement assessments.

THE WATER SYSTEM

Background

Prior to the reorganization of the Municipal Utilities Authority, the City operated the Water System as a self-liquidating utility within the City's budget. The City determined that it was in the best interest of the users of the Water System to reorganize the Jersey City Sewerage Authority as the Jersey City Municipal Utilities Authority to operate both the Sewerage System and the Water System, creating economies for both systems. On January 15, 1998, the Municipal Utilities Authority assumed the operation, maintenance and management of the Water System, subject to the short-term private operating agreement then in existence between the City and United Water. The agreement with the MUA was subsequently amended and extended to run through December 31, 2027 in order to better plan for long term improvements and operations. The City will continue to be responsible for the financing of all extensions and improvements to the Water System, but the Authority has assumed the responsibility for the payment of debt service on any future bonds issued by the City for such purposes as well as the responsibility for payment of debt service on the outstanding bonds of the City issued to finance the Water System. Debt service on the First Lien City Water Obligations has previously been paid from revenues collected by the City in connection with the use of the Water System.

General Description

The Water System consists of five major components, impoundment, water treatment facilities, water transmission facilities, water distribution facilities and land. Much of the Water System is located outside City limits. All of the water for the City is supplied by the Boonton Reservoir which is located in the Town of Boonton and the Township of Parsippany-Troy Hills, Morris County, New Jersey. The Splitrock Reservoir, located in the Township of Rockaway, Morris County, New Jersey is an emergency source of water. A water treatment plant, located next to the Boonton Reservoir was completed in 1978. The water treatment plant capacity is 80 million gallons per day ("MGD"). Its current peak usage is 60 MGD while its average usage is 45 MGD and its safe yield is 56.8 MGD. Water is conveyed from the Boonton Reservoir by an extensive gravity piping and tunnel system, approximately 23 miles in length, to the City's Reservoir Tank at the end of Troy Street in the City. The distribution system consists basically of the Troy Street Pump Station and adjacent Reservoir Tank and the piping network that supplies water throughout the City. Each residence or apartment unit and business concern in the City must be connected to the Water System. The City owns over 2,500 acres of land related to the Water System.

United Water is responsible for the full operation of the Water System under a contract with the MUA expiring March 31, 2018, and currently bills all of the users of the Water System. The City has estimated that economic benefits will be derived from the privatization of the operation of the Water System over the term of the contract with United Water (which ends in 2018) due to the sale of excess water to United Water, anticipated savings in costs of operations, anticipated increases in revenues from the Water System due to repairs of leaking pipes, and improvements in billing and collection. Upon expiration of the current contract with United Water, it is expected that the Authority will use its resources and personnel to operate the Water System or enter into a similar short-term private operating agreement. The Authority does not expect that, after the expiration of the operating contract with United Water, the cost to the Authority of either operating the Water System or entering into a similar short-term operating agreement will be significantly greater than the annual service fee currently paid by the MUA to United Water.

Water Rate Covenant

Under the terms of the Water System Service Contract, the Authority has covenanted to make, impose, charge and collect Water Service Charges in each fiscal year in accordance with the provisions of the Act so that Water Revenues for each fiscal year will be at least sufficient to pay (a) Water Operating Expenses in such fiscal year, (b) all interest on and principal of all Water Bonds and the City Water Bonds (as defined in the Water System Service Contract) as the same shall become due and payable without recourse to or withdrawal from the Water Bond Reserve Fund, (c)

payments to the City required under the Water System Service Contract, and (d) all other amounts that are required to be paid pursuant to the Water System Service Contract. Water Revenues include any excess sewer revenues anticipated to be available for deposit in the Water Revenue Fund established by the Water System Service Contract.

PENSION FINANCING

Substantially all City employees who are eligible for pension coverage are enrolled in either a State or City administered retirement plan.

State Plans

The three State-administered plans are the Public Employees' Retirement System, the Consolidated Police and Firemen's Pension Fund and the Police and Firemen's Retirement System. The Public Employees' Retirement System includes all non-uniformed City employees who are not eligible for enrollment in the City's Municipal Employees' Pension Fund. The Consolidated Police and Firemen's Pension Fund includes uniformed employees who were employees before 1944, while the Police and Firemen's Retirement System enrolls all uniformed employees who began employment after 1944.

The Division of Pensions in the State Department of Treasury administers the plans and charges municipalities annually for their respective contributions. The charges are based on actuarial valuations. The City pays such charges on a monthly basis.

City Plans

All permanent City employees who are age 39 or younger when commencing employment with the City are required to enroll in the Employees' Retirement System of the City as of date of hire. All temporary employees who are age 39 or younger when commencing employment with the City are required to work one year before they are enrolled in the Employees' Retirement System of the City which is administered by a Pension Commission consisting of the Mayor, Chief Financial Officer, two elected employee representatives, and one appointed citizen member. Buck Consultants an ACS Company, serves as consulting actuary ("Actuary") for the system. In its latest report dated January 1, 2016, the Actuary reported:

GASB Statement No. 27 only requires valuation be performed every two years. The Annual Recommended Contributions payable for calendar years 2016 and 2017 are as follows:

	December 31, 2016	December 31, 2017
Normal Contribution ⁽¹⁾	\$ 1,667,756	\$ 1,734,467
Accrued Liability contribution	<u>7,173,577</u>	<u>7,459,249</u>
Total contribution	<u>\$ 8,841,333</u>	<u>\$ 9,193,716</u>

⁽¹⁾The Normal Contribution amounts are 4.99% of estimated salaries of \$33,421,968 and \$34,758,847 for the 2016 and 2017 calendar years respectively. The actual normal contribution to the trust should be 4.99% of Actual salaries for each year.

Three other City pension plans are not maintained on an actuarial basis, but the City appropriates funds annually as required to provide benefit payments for the year. The plans are Employees' Non-Contributory Pension, Pensioned Employees and Payments to Widows and Dependents – Members of Police and Fire Departments.

In December 1996, the City received a bill from the Police and Firemen's Retirement System (PFRS) for approximately \$18,500,000 to pay for accrued pension liability due to an early retirement incentive program established in 1994. Legislation (P.L. 2002, c.42) was enacted that permitted the City to sell refunding bonds pursuant to the Local Bond Law to retire the present value of the unfunded accrued liability to PFRS. With an approval from the Local Finance Board, the City financed said liability through the issuance of \$23,595,000 Pension Obligation Refunding Bonds

Series 2003A dated January 15, 2003 (Federally Taxable) and \$17,456,000 Pension Obligation Refunding Bonds Series 2003B dated March 15, 2003 (Federally Taxable).

The following table shows the City's contributions to the respective pension systems for the last five years.

City Contributions to Employee Pensions

	<u>December 31, 2016</u>	<u>December 31, 2015</u>	<u>December 31, 2014</u>	<u>December 31, 2013</u>	<u>December 31, 2012</u>
State of New Jersey					
Public Employees' Retirement System	\$3,796,490	\$2,767,829	\$2,157,151	\$2,483,300	\$2,526,878
Consolidated Police and Firemen's Pension Fund	58,994	46,592	46,544	167,303	167,303
Police and Firemen's Retirement System of New Jersey	38,097,772	34,790,479	33,941,159	34,982,452	33,343,616
City of Jersey City					
Municipal Employees' Pension Fund	8,841,332	7,782,323	7,500,558	8,413,998	8,090,382
Employees Non-Contributory Pension (R.S. 43:8 B-1)	260,000	246,020	220,800	225,000	225,000
Pensioned Employees (R.S. 43:4-1)	59,735	65,000	69,600	72,000	72,000
Payments to Widows & Dependents-Members of Police & Fire Depts.	<u>779</u>	<u>780</u>	<u>720</u>	<u>720</u>	<u>720</u>
TOTAL	<u>\$51,115,102</u>	<u>\$45,699,023</u>	<u>\$43,936,532</u>	<u>\$ 6,344,773</u>	<u>\$44,425,899</u>

Source: Derived from the Calendar Year 2012-2015 Audited Financial Statements of the City and 206 Unaudited Annual Financial Statements.

Post-Employment Benefits

The City provides eligible retirees with medical, prescription drug and life insurance benefits. Based on an assumed discount rate of 4.50%, as of June 30, 2015 the Unfunded Actuarial Accrued Liability for such post-employment benefits was \$976,949,569, and the Annual Required Contribution was as follows:

Normal Cost	\$35,135,265
Annual Amount Toward Unfunded Actuarial Accrued Liability	<u>57,393,724</u>
Annual Required Contribution	\$92,528,989
Less: Actuarial Determined City Contribution (Estimated)	<u>26,167,422</u>
Net Increase	\$66,361,567

See Note G to the audited financial statements for a more detailed discussion of the City's post-employment benefits.

INSURANCE

Insurance Fund Commission

The Jersey City Insurance Fund Commission was established in 1984 pursuant to N.J.S.A. 40A:10-1, *et seq.* The members of the Commission are the City's Business Administrator (who serves as Chairperson) and two members of the Municipal Council. All insurance upon property owned or controlled by the City or any of its departments, boards, agencies or commissions, is required to be placed and effected by the Commission. The powers of the Commission are statutory and include the power to invest the funds and all additions and accretions thereto in such securities as they shall deem best suited for the purposes of the statute; keep on hand at all times sufficient money, or have the same invested in such securities as can be immediately sold for cash, for the payment of losses to any buildings or property of the City, or liability resulting from the operation of publicly owned motor vehicles, equipment or apparatus; and fix reasonable rates of premium for all insurance carried by the insurance fund, and shall effect all insurance in the insurance fund or with any insurance company or companies authorized to do business in this State.

LITIGATION

General

The City, its officers and employees are defendants in a number of lawsuits including, but not limited to, lawsuits arising out of alleged torts, alleged breaches of contract and alleged violations of civil rights. The City is also engaged in activities, such as police protection and public works construction, which could result in future litigation with a possible significant monetary exposure to the City.

Based upon the information available to date, it does not appear that any individual lawsuit or the cumulative effect of these lawsuits will impair the City's ability to pay any judgments or settlements in an orderly manner, since the likelihood is that the amount of any judgments and eventual settlements will be much less than the amount claimed, and payments can be spread over two or more fiscal years. Because many lawsuits are still in the discovery stage, the Corporation Counsel is unable to determine the probability of a successful defense to them at this time.

The City self-insures against tort claims, which include general liability, automobile liability, employment practices, public officials and police professional and workers compensation lawsuits. The self-insured retention depends upon the date of incident and which of two excess policies provides coverage.

Pending Litigation

The following information has been compiled as of April 2017. The cases listed below have a potential monetary exposure in excess of \$500,000.00.

Valerie Montone v. Jersey City Police Department et al.

This federal lawsuit involves allegations by a retired police sergeant that the defendants (former Mayor Healy and former Chief of Police Troy) did not promote her because of her political affiliation and gender. This matter has been litigated in state and federal court. After discovery, summary judgment was granted to the Jersey City defendants on both the state and federal causes of action; however, the plaintiff appealed the matter to the Third Circuit Court of Appeals. The Third Circuit reversed the district courts holding and remanded the matter to the lower court. Although the reversal of the order for summary judgment is a setback, the defendants are prepared to defend this lawsuit on the merits. Recently, at a conference before the Federal trial judge, the plaintiff's attorney made an "informal" demand, \$5,000,000 to settle. Thus, there is a significant monetary exposure for economic damages and attorney fees. Retired Judge Faith Hochberg is currently mediating the matter. If the matter does not settle, a trial date will be set.

Astriab et al v. City of Jersey City.

This lawsuit is the companion case to Montone matter. In this case, eight other sergeants allege that because Montone was wrongfully not promoted to Lieutenant, they could not be promoted since they were behind her on the promotion list. With regard to damages, they claim they are entitled to the difference in pay and benefits between what

they would have received if they had been promoted and what they actually have received, including pay, benefits and pension contributions/value. These claimed damages continue to accrue as the case proceeds. This matter has the same procedural history as Montone case. Although the Summary Judgment obtained in this case was reversed, the defendants maintain that the defenses to the plaintiffs' claims are viable and the case will be defended on its merits. The plaintiffs also claim attorney fees and back pay. If they prevail, the combined award could exceed \$1,000,000.00.

212 Marin Blvd. v. City of Jersey City (Sixth Street Embankment cases).

Various lawsuits brought by several entities regarding the property known as the Sixth Street Embankment. The alleged owners contend that the City has interfered with their development rights and violated their constitutional rights. These matters have been pending for several years despite numerous attempts to achieve a settlement. The City continues to defend against all claims.

Realty Appraisal v. City of Jersey City.

Plaintiff alleges that the City unlawfully terminated a contract to conduct a citywide property revaluation. The City lost the bench trial. The City has filed an appeal. If the appeal is unsuccessful, the City owes more than \$1,000,000.00 in damages for services performed and lost profit.

Bruno v. City of Jersey City.

This matter involves claims for wrongful death and personal injury. Plaintiffs allege in their complaints that on July 27, 2012, co-defendant Frederico Bruno illegally entered their apartment located at 110-112 Rutgers Avenue, Jersey City. Mr. Bruno waited for Ms. Figueroa, Ms. Calderon and infant Damien Rose Bruno to arrive. Upon their arrival, Mr. Bruno violently attacked plaintiffs resulting in the death of Damien Rose Bruno, and bodily injuries to Ms. Figueroa and Ms. Calderon. Plaintiffs allege that the day before incident, Bruno appeared at a Jersey City police station to inquire about any open arrest warrants. Plaintiffs allege that Bruno had open warrants at the time, but was not detained. Plaintiffs allege that the Police Department failed to enforce the restraining order or act on the outstanding warrant. The trial is scheduled for June 24, 2017. Plaintiffs demand is \$12,000,000.

Mays v City of Jersey City.

Plaintiff, the City's Deputy Tax Assessor, has brought a claim in federal court for race discrimination and retaliation. She also alleges a whistleblower claim under CEPA. Discovery is ongoing. Written discovery is complete, plaintiff has been deposed, and plaintiff's counsel has deposed approximately ten defense witnesses. If plaintiff is able to prove her claims at trial, she could obtain an award between \$200,000 - \$300,000 for her severe emotional distress, as well as an attorneys' fees award between \$250,000 - \$300,000.

Anglin et al v. Jersey City Fire Dispatch.

Plaintiffs are the Administrators of the Estates of four decedents who died in a house fire, and five relatives who claim emotional distress damages from perceiving the death of their family members in the fire. In the lawsuit, they claim that a City dispatcher sent the firefighters to the wrong address resulting in the deaths. The City has asserted various immunities and the plaintiffs contend that they have overcome the bar of the immunities. Discovery is in the preliminary states. Exposure could surpass \$1,000,000.

MEPT v. City of Jersey City, et al.

In 2009, the City of Jersey City entered into financial agreements with MEPT Journal Square, LLC, MEPT Journal Square Tower North Urban Renewal, LLC, and MEPT Journal Square Tower South Urban Renewal, LLC (collectively the "Plaintiffs") for long term tax abatements (30 years) for the development of certain real property. The agreements were entered into pursuant to the appropriate ordinance and resolution. Plaintiffs agreed to and made a contribution to the City's Affordable Housing Trust Fund (\$710,769). Plaintiffs also entered into a Prepayment and Contribution Agreement under which the Plaintiffs agreed to and did prepay a certain amount of money (\$2 million) that was to be credited against the service charges to be collected over the first four years following completion of construction of their projects. Approximately six years after the financial agreements were executed, Plaintiffs

abandoned this project and sold the property. Indeed, the Plaintiffs failed to develop the property as originally intended. In 2015, Plaintiffs filed this declaratory action seeking the refund of the prepayment and the Affordable Housing Trust Fund payment for a total sum of \$2,710,769. On December 4, 2015, Plaintiffs moved for a summary proceeding for a declaratory judgment under N.J.S.A. 2A:16-50 in order to have all monies refunded to them. On October 4, 2016, the court entered an order of judgment in favor of the Plaintiffs directing the City to pay \$2,710,769 to Plaintiffs. Shortly thereafter, the City moved for reconsideration of the court's order and this motion was denied. The City filed a notice of appeal, which is currently pending. The City also filed a motion to stay the enforcement of the October 4 order pending the appeal. The motion for a stay is currently pending.

Wriedan v. City of Jersey City et al.

Plaintiff Daniel Wrieden has filed claims against the City of Jersey City and director Anthony Cruz. Mr. Wrieden alleges that the defendants discriminated and harassed him on the basis of his sexual orientation. He also alleges that the City violated his first amendment rights. If Mr. Wrieden prevails, the defendants could be liable for lost wage damages, punitive damages, emotional distress damages, and plaintiff's attorney's fees, in excess of \$500,000.

Pych et al. v. City of Jersey City et al.

On December 31, 2013, the Plaintiffs' decedent drowned as a result of him losing control of his motor vehicle which became submerged in the waters of the Morris Canal. Plaintiffs allege that the accident occurred on dangerous property owned, controlled or maintained by the City. The City contends that the accident occurred on privately owned property. Discovery is ongoing. If the City is unsuccessful, exposure for the wrongful death and survivorship claim could exceed \$500,000.

D'Onofrio v. City of Jersey City, et al.

The plaintiffs' decedent was struck and killed by a vehicle while crossing Baldwin Avenue. Plaintiffs claim that there was a nonfunctioning street light in the area that contributed to the accident. The City contends that the accident occurred as a result the negligence of the decedent and co-defendant. If plaintiff prevails, exposure could surpass \$500,000.

Estate of Lavon King v. City of Jersey City, et al.

In this matter, a Jersey City police officer fatally shot decedent after he tried to disarm the officer. Plaintiffs contend that the officer unnecessarily used excessive force in violation of the decedent's constitutional rights. The City contends that the officer used reasonable force. If plaintiff succeeds, exposure could surpass \$500,000.

In addition to the cases listed above, the City, its officers and employees are defendants in a number of lawsuits, none of which is unusual for a city of its size. These lawsuits include but are not limited to lawsuits arising out of alleged torts by the City and its employees, alleged breaches of contract and alleged violations of civil rights.

During the calendar years 2012 through 2016, the City paid the following amounts in judgments and settlements:

<u>Year</u>	<u>Amount Paid*</u>
CY 2016	\$2,348,280
CY 2015	1,181,928
CY 2014	1,460,362
CY 2013	494,286
CY 2012	324,735

*Source: Jersey City Insurance Fund Commission

Environmental Issues

There are many privately and governmentally owned parcels of real estate in the City containing various levels of environmental contaminants. With respect to privately owned real estate, the City, State and Federal health and safety officers have undertaken and continue to compel compliance by the owners with the existing regulations. The City aggressively uses its building inspectors and health officers to monitor and compel abatement of harmful environmental hazards. With respect to environmental contamination which does not pose an immediate or substantial public safety or health issue, the City is increasingly using local business incentives to stimulate previously dormant property for conversion to useful economic initiatives including the removal of environmental contaminants. The City itself monitors its own real estate and has undertaken and is currently performing building and facility improvement programs to remove all violations of Federal, State and City environmental regulations.

CITY ECONOMIC AND DEMOGRAPHIC INFORMATION

The City is New Jersey's second largest municipality with a population of 247,597 according to the United States Department of Commerce's 2010 Census. The City is located on the west side of the Hudson River, directly across from lower Manhattan in New York City, and is part of the major business and industrial concentration spanning the New York – Northern New Jersey metropolitan area.

The City's land area is 15.8 square miles, including a five mile long stretch of Hudson River waterfront that has experienced considerable high rise office tower, residential and multi-family development over the past ten years. The City is connected to New York City by the Holland Tunnel and the PATH railroad tubes and is within ten miles of Newark International Airport and the container and cargo facilities of Port Newark-Elizabeth. The City's size and current development activity cause it to dominate the economy of the County (the Jersey City Labor Area). The City also serves as the seat of the County government. Of the approximately 275,000 persons employed in the County, approximately 43% are employed in the City.

Population

The City had experienced a population decline from 1970 through 1980, however due to increased residential housing developments, the population has shown a trend toward increasing.

Population Trend (Calendar Year)

<u>Year</u>	<u>City</u>	<u>County</u>	<u>State</u>
2010	247,597	634,266	8,791,894
2000	240,055	608,975	8,414,350
1990	228,537	553,099	7,730,188
1980	223,532	556,972	7,364,823
1970	260,545	609,065	7,192,805

Source: U.S. Bureau of the Census: Censuses of Population and Housing.

School Enrollment

Average Daily Enrollment

<u>Fiscal Year</u>	<u>Student Enrollment</u>	<u>Percent Change</u>
2016-2017	27,672	-.44%
2015-2016	27,794	-2.75%
2014-2015	28,562	-4.50
2013-2014	29,909	4.50
2012-2013	28,621	2.65
2011-2012	27,886	-0.50

Source: Jersey City Public Schools: www.jcboe.org

Residential Dwelling Units

Most of the housing stock in the City was constructed in the first half of the twentieth century, primarily for renter-occupied use.

Housing Characteristics

Owner Occupied	28,888
Total Units	110,140

Source: U.S. Bureau of the Census: American Community Survey 2014

Employment

Labor Force - The City of Jersey City

<u>Year</u>	<u>Total Labor Force</u>	<u>Employed</u>	<u>Percent (%) Unemployed</u>
2015	140,658	133,184	5.3%
2014	139,551	130,539	6.5%
2013	138,427	127,195	8.1
2012	139,531	127,018	9.0
2011	138,414	125,521	9.3
2010	137,012	123,544	9.8

Source: New Jersey Department of Labor, Office of Labor Planning and Analysis.-2010-2015.

Overview of Jersey City

Founded in 1630 and incorporated in 1820, Jersey City once served as a shipping, manufacturing, and rail transportation hub. Home to Ellis Island, Jersey City has served as the gateway to the United States for millions of immigrants.

Today Jersey City is a vibrant and thriving city, where rail yards, factories, and warehouses have been transformed into parks, restaurants, shops, and modern skyscrapers. Seven of the ten tallest buildings in the state are found in Jersey City, with construction recently starting on what will soon be the tallest building in the State and the tallest residential building in the western hemisphere outside of New York City. Jersey City residents and visitors enjoy spectacular views of the New York City skyline with miles of Hudson River waterfront. Jersey City's robust transportation infrastructure allows for easy access to New York City using the PATH train subway system, NY

Waterway Ferries, or the Holland Tunnel. An expansive above-ground light rail system that opened in April of 2000 connects Jersey City to neighboring municipalities.

The 2010 Census population of Jersey City is currently 247,597. It has been growing steadily at a rate of 3-6 % since a low of 223,532 in 1980. According to estimates based on the United States Census Bureau American Community Survey, Jersey City will be the largest city in New Jersey by the end of 2016. At the present time, Jersey City has established itself as a leader in urban development within the State of New Jersey. Jersey City is experiencing its highest level of residential construction in recorded history, with over 6,100 units currently under construction in Downtown and Journal Square alone (including 8 new towers over 15 stories), and over 18,000 more units approved to begin construction in the next few years.

Employment

From January to December of 2015 Jersey City's unemployment dropped from 6.0% to 5.3%. The significant unemployment rate decrease is due to several large firms either relocating to Jersey City or expanding current operations within existing Jersey City facilities. JPMorgan Chase, RBC, Forbes, Imperial Bag, Nautica, and Ahold are some of the largest companies relocating or expanding Jersey City operations. Jersey City has also seen an increase in construction jobs with more than 4,000 jobs recently started or planned as part of approved upcoming projects.

Source: New Jersey Department of Labor, Monthly Municipal Labor Force Estimates: 2010-2015.

Largest Private Employers in Jersey City*

<u>Employer Name</u>	<u>Total Full Time and Part Time Employees</u>
Goldman Sachs & Co. Inc.	2517
Chase Bank	2273
Pershing LLC	1483
Insurance Services Office Inc.	1294
Citigroup	1254
Broadridge Financial Solutions	876
ICAP Services North America	857
Deutsche Bank Services New Jersey Inc.	789
Barclays Capital Services Inc.	772
Lord, Abbett & Co., LLC	766
Knight Capital Americas LLC.	657
Forest Research Institute, Inc.	593
New York Daily News	571
Sysco Metro New York Inc.	521
Brown Brothers Harriman & Co.	510
Ahold Ecommerce Sales Company LLC	429
Arch Insurance Group Inc.	380
DG3 North America, Inc.	338
Thinktech, Inc.	322
Kuehne and Nagel, Inc.	302

*As reported to the State of New Jersey, October 2014. Does not include public employers, i.e. hospitals, schools, or other government agencies
Source: Jersey City Economic Development Corporation, Jersey City.

Tourism

Tourism is a growing industry for Jersey City with three new hotels (700 new hotel rooms) under construction. While Liberty State Park, Liberty National Golf Course, Ellis Island, and the Statue of Liberty attract millions of visitors each year, in 2014, Jersey City proudly hosted the Seattle Seahawks and Denver Broncos, their families, and many of

their fans for the week leading up to the Super Bowl. Jersey City is also home to one of the largest 4th of July fireworks displays in the country.

Higher Education

Jersey City is home to St. Peter's University, with an enrollment of approximately 3,400 students in 2015, and New Jersey City University, with an estimated enrollment of 8,200 students, both of which offer full and part-time undergraduate studies in liberal arts, business and the natural and social sciences. In addition, St. Peter's has graduate programs in education, nursing, accounting, and business administration and New Jersey City University offers a wide variety of graduate programs. Jersey City is also the home to Hudson County Community College, which offers entry-level occupational and career certificates and associate degrees to prepare students for employment and to upgrade existing skills. The Community College has an estimated enrollment of over 10,000.

Sources: Saint Peter's University Website: www.saintpeters.edu;
New Jersey City University Website: www.njcu.edu;
Hudson County Community College Website: www.hccc.edu.

Healthcare

The Jersey City Medical Center, a voluntary not-for-profit hospital, moved to a new hospital facility in 2004 at a site on Grand Street and Jersey Avenue to replace the Medical Center complex built in the 1930s. The facility is currently operated by Liberty Health and is the region's "state designated trauma center" and the only hospital in Hudson County approved for open heart surgery. A new 5-story Medical Office Building was completed in 2010 and is fully leased, including the Cristie Kerr Women's Health Center. See "CITY INDEBTEDNESS AND DEBT LIMITS – Other City-Related Obligations" herein.

Economic Incentives

Jersey City's Urban Enterprise Zone (UEZ) is one of the top performing zones in the state. It is comprised of approximately 1/3 of the city's total land acreage. Revenue from the UEZ Program has funded many development initiatives throughout the City, such as national and international marketing campaigns, special events, preservation, city beautification projects, CCTV program, job training, tourism (www.destinationjerseycity.com), and business improvement and relocation grants. In the past, the City received approximately \$16.2 million annually to be used for various programs. However, the City has not received any funds since 2009 due to State budgetary constraints.

The Jersey City Economic Development Corporation manages and maintains business and employment support systems. Some of the benefits available to Jersey City UEZ-certified businesses are listed below:

- Reduced sales tax for certified retail businesses
- Employee tax credits for each UEZ municipality resident hired
- Jersey City Employment & Training Program
- City Beautification Program
- Closed Circuit TV Neighborhood Watch Program
- Customer Service Skills Center

Additionally, the JCEDC has expanded opportunities for local small business owners to access capital, through partnerships with private and non-profit lenders. The Jersey City Fund is a \$10 million dollar loan program targeting small businesses with small lending needs; the EDC also has a microloan program based on geographic location, meant to support businesses opening in the city's traditionally underserved neighborhoods.

The Hudson River Waterfront

Recently dominated by the financial services industry, as more new skyscrapers with class A office space are constructed a more diverse workforce has developed.

Since the early 1980's, more than 18 million square feet of office space, and over 18,000 new residential units, and five hotels providing nearly 1,500 rooms have been completed. Redevelopment of the waterfront and nearby

neighborhoods has been brisk, accelerating with the construction and opening of the Hudson Bergen Light Rail system. Plans for the redevelopment of formerly industrial land along Jersey City's waterfront currently include as much as 30 million square feet of office space and more than 35,000 new residential units.

The number of new residences authorized by building permits city wide, from 1995 through 2007, totals over 17,000 residences while and non-residential office space authorized by building permits exceeded 7 million square feet. The Newport Neighborhood is the largest single development on the Hudson River Waterfront. Built on 300 acres of abandoned rail yards at the edge of the river, this area now is home to 4,000 residential units and 14 residential towers, a park with a man made beach overlooking the river, the Newport Centre Mall, and a variety of office buildings.

The Hackensack River Waterfront

The Hackensack River Waterfront is another powerful City resource whose value has only recently been re-discovered. The improved environmental quality of the Hackensack River and the return of water-related recreation to the river have helped to reinforce its value. The first signs of its rebirth include: the fully sold out Society Hill and Droyer's Point development, a 1,400 Dwelling unit condominium community; the establishment of Meadows Path which is a planned pedestrian walkway along the Hackensack River stretching from Bergen County to Bayonne; commitment by the County of Hudson to establish an extension to the county park system; the completion of the 9 hole Golf course within the Hackensack River Edge Redevelopment Area; implementation of the City homes at Westside Station loft style residential project within the Water Street Redevelopment Plan area; transformation of a 32-acre former federal superfund site into the "Marion Greenway" - Phase I involves the remediation and capping of the site for passive recreation and Phase II includes a 2000 foot waterfront walkway, soccer fields, jogging paths and an Environmental Center; implementation of the remediation plan and environmental clean-up of the 100 acre former Honeywell site for the creation of a mixed use new-urbanist neighborhood within the Bayfront I Redevelopment Plan Area. This development will include the creation of over 15 acres of parkland in the form of a bikeway, central greenway, new pedestrian-friendly streets and infrastructure, approximately 4,200 to 8,100 new dwelling units, 700,000 to 1 Million sq. ft. of office floor area, and 200,000 to 600,000 sq. ft. of retail space.

All this development is part of a larger plan for the Jersey City western waterfront known as the Bayside Study Area. The study establishes the ground work for the creation of new-urbanist neighborhoods and new streets to connect into the existing neighborhoods of Greenville. The Bayside Study Area anticipates the redevelopment of land both east and west of Route 440, the re-design of Route 440 through federal funding appropriated to Jersey City, the expansion of the New Jersey City University Campus as an integral part of this new neighborhood, and ultimately leading to the extension of the Hudson-Bergen Light Rail System roughly ¼ of a mile to the west in order to access the Bayfront 1/Honeywell Project and the Hackensack River.

The old Department of Public Works facility along the Hackensack River (Bayfront 1/Honeywell Project) will soon begin redevelopment into hundreds of residential units as well as retail shops and entertainment and dining options.

Journal Square

Functioning as a major regional transportation hub, Journal Square encompasses the neighborhood surrounding the Journal Square PATH station and bus terminal, which provides access to New York City, Newark, Hoboken, and Harrison via the PATH subway train system and bus service throughout the region via 7 different bus lines. The first significant construction in Journal Square in decades is nearly complete with the first of three towers in the "Journal Squared" development project. Upon completion, this development will consist of a 54 story tower, a 60 story tower, and a 70 story tower. As of February 2016, there are 5,284 dwelling units, 195,055 square feet of office and 432,787 square feet of retail space approved for development in the Journal Square area. Under construction there are currently, 1,334 dwelling units, 70,070 square feet of office and 13,267 square feet of retail space to come on line within the next eighteen months.

The Loew's Jersey Theatre, a 3,000 seat "movie palace" originally opened in 1929, is a priority restoration project for Jersey City. The facility will soon undergo an extensive multi-million dollar renovation to restore the energy, glory, and full functionality to the theatre and to the neighborhood as a whole. AEG Live, the second largest event promotion company in the world, is planned to manage programming (along with partnerships with NJCU, Mana

Contemporary, and a variety of community groups) and ACE Theatrical Group, the premiere theatre restoration company in the country, is planned to manage the construction and renovation of the facility.

On the periphery of the square is the adaptive re-use of the old American Can Factory. The CANCOloft project entails the creation of over 1,300 new loft style residential units and associated retail services. The new CANCOPark, completed in 2010, features an "orchard" of trees that is lit up at night by ground lighting, park benches, and a terraced layout. The park's perimeter is lined with bamboo shoots in raised planters. Manna Contemporary Fine Arts is truly a diamond in the rough with art exhibits almost every weekend. Several other smaller projects, like 25 Senate Place or the Kennedy Lofts at 100 Newkirk Street, continue to make this the new hip artist community in the New York Metropolitan region.

Transportation Improvements and Funding

The City received federal high priority project funding for transportation access in the amount of approximately \$26 Million and the creation of an urban boulevard along Routes 440/1&9 Truck in the amount of \$1.8 Million.

North Jersey Transportation Planning Authority, (NJTPA) Area metropolitan Planning Organization awarded Jersey City the following grants:

- FY 2008-2009 Subregional Study Program grant for Update to the Circulation Element of the Jersey City Master Plan in the amount of \$250,000;
- FY 2010 – 2011 Subregional Study Program Grant co-sponsored with Hudson County for a Study to improve transportation connections between the Cities of Hoboken and Jersey City in the amount of \$300,000;
- FY 2012-2013 Subregional Study Program grant for the Liberty State Park Circulator Cost-Benefit Analysis in the amount of \$220,000;
- FY 2012-2013 Subregional Study Program grant for the Morris Canal Greenway Plan in the amount of \$220,000; and
- FY 2012-2013 Subregional Study Program grant co-sponsored with Hudson County for The Jersey City/Journal Square/Bayonne Bus Rapid Transit Study in the amount of \$250,000.

Over \$1 million in FY 2012 Local Safety Program grants for pedestrian improvements along Summit Avenue

- FY 2017-2018 Subregional Study Program grant for pedestrian enhancement plan in the amount of \$180,000.

NJ Transit has completed the Hudson-Bergen Light Rail 440 Extension Alternatives Analysis, which identified the extension of the HBLR from its current terminus at West Side Avenue station across Route 440 to a new station at the northern boundary of the Bayfront I Redevelopment Plan area as a locally-preferred alternative.

Miscellaneous Infrastructure Improvements and Public Amenities

- The Exchange Place PATH station was renovated in 1990 at a cost of \$65,000,000. The PATH provides a 3-minute ride from Exchange Place to the World Trade Center Station. The Port Authority's \$1.3 billion project to replace PATH's entire 340 car fleet and to overhaul the PATH signal system thereby enabling a significant increase in the number of train movements while improving on-time performance and efficiency is underway, with the entire rolling stock upgraded between 2008 and 2012 and signal system enhancements still underway.
- The \$1 billion Hudson Bergen Light Rail Transit System (HBLR) launched operation on April 15, 2000. Since then ridership has steadily grown as the system expands further north and south. It now connects with Hoboken's Lackawanna Station, which is adjacent to Jersey City and is a hub for regional commuter train service. It also now connects to a new Park & Ride station on Tonnel Avenue in North Bergen that attracts commuters from Bergen County and other North Jersey locations, and which has been highly successful. Direct service is provided between the Park & Ride and the Jersey City waterfront employment center. A new

extension to 8th Street in Bayonne opened in January 2011. Hudson County and Bergen County municipalities have urged NJTransit to expand the HBLR into Bergen County, with all municipalities with current or potential HBLR infrastructure passing resolutions in favor of this plan.

- Ferry service connects the Exchange Place/Paulus Hook, Hudson Exchange, Port Liberté and Liberty Harbor North areas to lower Manhattan, and also connects Exchange Place/Paulus Hook to 39th Street in Manhattan.
- The City has completed its renovations of the Owen Grundy Pier Park at the foot of Exchange Place. This is one of several significant public spaces that exist along the Jersey City Waterfront.
- The Hudson River Waterfront Walkway is advancing toward completion along the waterfront as development of properties adjacent to the waterfront continues. It is now possible to walk from the Goldman-Sachs tower at the south eastern corner of Paulus Hook and Downtown to the Newport area and into Hoboken. The Newport Walkway now connects to Hoboken at the Hoboken Train Station and Newport Associates Development Co. has completed “Newport Green” a Waterfront park at Fourteenth Street. The development of Veterans Park will include the critical portion of the waterfront walkway at the park’s edges along the Hudson River and the Morris Canal.
- New Jersey Department of Transportation is in the process of the reconstruction of the 12th and 14th Street viaducts from Route 139 to Jersey Avenue. The next phase will be the reconstruction of Route 139. NJ DOT is planning to construct a new Wittpenn Bridge over the Hackensack River and a new St. Pauls Avenue Viaduct that will link the bridge to Route 139, Tonnelle Avenue, Route 1&9 Truck, and a proposed new road parallel to Tonnelle Avenue. NJDOT is also planning to build a bridge on Jersey Avenue across the Morris Canal to allow easier travel from downtown Jersey City into Liberty State Park, Bergen Lafayette, and other parts of the city. Currently only a small foot bridge exists.
- Capital Improvement, Federal Grant, and UEZ Funding have been pooled to finance the re-surfacing and beautification of Christopher Columbus Drive. This is the main and most visible travel route from the NJ Turnpike to downtown neighborhoods and the waterfront.
- Jersey City launched the CitiBike bike-share system in September 2015. Because CitiBike is the same system used in New York City, residents can now seamlessly integrate into the broader regional bike-share network across the Hudson River. As of March 2016, only six months after the programs launch, 75,000 rides had already been taken.

Key districts and development areas within Jersey City

Hackensack River Edge Redevelopment Area. The City Council has adopted a new redevelopment plan that encompasses a number of properties on the City’s western waterfront, the redevelopment of which will include the remediation of the PJP landfill. An Urban Transit Hub tax credit package of \$34.6 million over ten years has been approved by the Board of the New Jersey Economic Development Authority which allowed Peapod and Ahold to utilize 344,000 square feet of the Pulaski Distribution Center, an 878,564 square foot warehouse recently completed along Route 1 & 9 by Prologis.

Claremont Industrial Center. West of Caven Point, the Claremont Industrial Center was developed on a 30-acre site by the New Jersey Economic Development Authority. Hartz Mountain Industries built and leased a 175,000 square foot warehouse for Walong Marketing, a food distributor and importer in the summer of 2002. Demand for warehouse space here dropped as the recession hit and the City responded by amending the Zoning to allow entertainment venues. In January 2011, “Pole Position Raceway” opened an 80,000 square foot facility featuring two quarter-mile tracks. The high-performing all electric karts can reach speeds of 45 miles per hour. The facility features a Tailgate Café, video and arcade games, meeting and party rooms, and an impressive display of racing memorabilia.

Liberty Industrial Park. In January 1996 construction was completed by the New York Daily News of a new 410,000 square foot printing plant. The Daily News has moved both their Brooklyn and Kearny operations to this new facility. The project represents a \$180 million investment by the Daily News. Sysco Food Services of Metro New York has renovated the former Allied/Sterns building into 345,000 square feet of freezer/warehouse space. This project

provides over 500 jobs. The total project cost was \$25 million, \$ 8 million of which was provided through the City and HUD by a Section 108 Loan.

Port Jersey/Greenville Yards. On the southernmost portion of the waterfront, the Port Jersey Corporation has developed 3,000,000 square feet for industrial distribution buildings since assuming control of the urban renewal project in 1969. The Corporation has invested \$150 million to date. The Port Authority of New York and New Jersey has constructed an imported automobile facility on its 80-acre portion of Port Jersey and on 65 acres of the Greenville Yards. Iron Mountain Information Management has leased 123,000 square feet at 100 Harbor Drive, providing more than 100 full time jobs. In addition, Summit Import Corp. and Preferred Freezer Services have recently opened warehouse facilities in Greenville Yards. Preferred Freezer is also undertaking building a second new facility freezer. Keystone Properties constructed two warehouse facilities consisting of over 500,000 square feet of available warehouse space.

Jersey Eagle Sales Co. A 100% minority owned business exclusively distributing for Anheuser-Busch in Hudson County has completed construction of a 70,000 square foot, \$4.5 million chilled warehouse and distribution facility, providing nearly 100 full-time jobs.

Montgomery Industrial Center. The 32-acre industrial park adjacent to **The Beacon** was developed by the New Jersey Economic Development Authority, which also makes development bond financing available to potential tenants. The firms in the Montgomery Industrial Center have created more than 300 construction jobs and 600 permanent jobs. Rajbhog Foods, makers of Indian bread, constructed a new plant with assistance from the New Jersey Business Employment Incentive Program and the New Jersey Local Development Finance Fund, and a \$50,000 relocation grant from the Jersey City Urban Enterprise Zone. Other food related services attracted to this location are Wei Chuan USA and Woolco Foods. DeBragga & Spitler relocated to 55-77 Amity Street from the Meatpacking District in Manhattan. They are leasing an existing warehouse and purchasing the adjacent vacant land for parking and eventual expansion. They certified into the UEZ Program and took advantage of Jersey City's \$50,000 relocation grant.

Newport Redevelopment Area Project The Newport Center project is a 300-acre, master-planned mixed use community consisting of retail, residential, office, leisure, and entertainment facilities. In December 1982, Jersey City received approval of a \$40 million Urban Development Action Grant (UDAG), the largest ever awarded in the history of that Federal program, that effectively jump started the Newport development. The first building constructed was the Newport Centre Mall. It is a premier shopping center with 130 individual stores, anchored by 4 major department stores, a multiplex movie theater, and a food court. Since that time, development has continued in earnest, extending roadways, transportation choices and other community amenities. The Newport Associates Development Co. has just completed "Newport Green", a new 5-acre playground and park connecting Washington Boulevard to the Waterfront Walkway at Fourteenth Street. It includes the first urban beach in New Jersey, a recreational field, an outdoor ping pong table, and several landscaped gardens.

"The Laguna", the most recent tower to complete construction, was fully leased within 6 months of opening in 2013. This 17-story residential tower along the Waterfront Walkway at Fourteenth Street includes 158 rental apartments and 5,500 square feet of ground-floor retail.

Over \$2 billion has been invested and more than 11 million square feet has been constructed at Newport. When completed, the \$10 billion investment into the Newport community will provide housing for approximately 30,000 residents in 9,000 apartments and have a 1.5 mile section of the Hudson River Waterfront Walkway., 7 million sq. ft. of prestigious office space and two million square feet of retail and shopping opportunities. The Newport Redevelopment Area has developed into another new thriving neighborhood of the city. In addition to the mall, area residents and visitors can take advantage of 14 acres of green space, educational facilities, health and wellness facilities, and even a yacht club.

Powerhouse Arts District Redevelopment Area. The Powerhouse Arts District Redevelopment Plan area includes a collection of historic warehouses that have been re-used for residential, art, and entertainment uses. The district is unique and lends itself to conversion to a funky, trendy, retail and entertainment center. This district is 2-4 blocks west of the waterfront and is anchored by the Powerhouse building, an historic structure formerly the power station for the Hudson and Manhattan Railroad. The 100-year-old castle-like building near the waterfront is owned by the City of Jersey City. The Cordish Company in conjunction with the NY/NJ Port Authority and the Jersey City Redevelopment Agency have entered into a memorandum of agreement to stabilize and rehabilitate the former

powerhouse into an entertainment destination for the waterfront. The Cordish Company plans to breathe life into the deteriorating power plant just as it has successfully done in the Baltimore Inner Harbor.

Toll Brothers City Living recently completed the Provost Square development, a 3 acre site in downtown Jersey City just a block from the Grove Street PATH station. The development includes 3 high-rise towers, 38, 33, and 28 stories, totaling 927 units, 960 parking spaces, 45,000 square feet of retail, and a state of the art 24,000 square foot theater as well as 17,000 square feet of art related space. In between the buildings is a half acre public plaza.

Liberty Harbor North. This highly successful project does not look like a project at all. It is designed to be an extension of the existing neighborhoods that surround it. This project has two marinas, several miles of waterfront walkway, direct connections to Liberty State Park, ferry service to NYC, two Light Rail Stations and enjoys sweeping views of Liberty State Park, Lower Manhattan and the NY Harbor. It was designed and master planned by the Congress for New Urbanism co-founders Andres Duany and Elizabeth Plater-Zybek. Phase one is complete with 600 residential units. New retail establishments have opened, including the immensely popular Zeppelin Hall Beer Garden, Surf City Beach Bar, Tilted Kilt Pub, and Brew Shot Coffee Shop. Several mixed use projects by a number of different developers have also followed on the coattails of this project, including Gulls Cove, a 320 Condominium building, completed in 2007, "225 Grand", completed in the summer of 2010 with 348 unit rental building by Ironstate Development, Inc. and the KRE Group, and "18Park", completed in the spring of 2014 with over 400 units. The 11 story 18Park facility also includes space for the Boys and Girls Club of Hudson County.

The planning board has also approved a mixed use building that includes a full service flagship Marriott hotel and 475 residences. As many as eleven (11) other buildings are already approved for the area, including a new waterfront park, central park and civic plaza.

Harborside Financial Center. The Harborside Financial Center began with a successful warehouse conversion from a refrigerated rail warehouse to Class A office space, which was followed by the construction of new office towers. It is an office and commercial holding of Mack-Cali Realty located on the Hudson River Waterfront. The complex includes restaurants, a retail promenade, two tiered waterfront walkway with outdoor dining and additional service amenities. The Harborside Financial Center currently consists of six office buildings, an indoor and outdoor garden/plaza, and a HBLRT Station. It is all just minutes away from downtown Manhattan via PATH train or ferry. The complex also contains luxury rental apartments on the North Pier and a full service hotel on the South Pier. The Hyatt Regency Jersey City was the first full-service hotel on the Jersey City waterfront. It features 350 guest rooms, over 19,000 square feet of meeting and facility space, a 165-seat restaurant, and a 75-seat lounge and incredible views of Manhattan and the New York Harbor. The current Master Plan for Harborside envisions one more office tower for Plaza 4 and six residential towers on Plazas 6, 7, 8 & 9, new roadway extensions and a widening of the pedestrian plaza adjacent to the light rail station.

Existing Commercial/office building of Harborside are as follows:

Harborside Plaza 1	400,000 Sq. ft.	Re-Use
Harborside Plaza 2	761,200 Sq. ft.	Re-Use
Harborside Plaza 3	725,600 Sq. ft.	Re-Use
Harborside Plaza 4a	207,670 Sq. ft.	New Construction
Harborside Plaza 5	977,225 Sq. ft.	New Construction
Harborside Plaza 10	577,575 Sq. ft.	New Construction

There are approximately 13,600 employees in the existing office towers.

Hamilton Square. The Hamilton Square project accomplishes adaptive re-use of the former St. Francis Hospital complex. The old hospital formed an artificial barrier, separating Hamilton Park, a 2 acre Victorian Square, from the east side of the neighborhood. The first phase of this development is complete. The new retail includes a restaurant (GP's), an ice cream parlor that has received significant press and very positive reviews (Milk Sugar Love), wine store, pet store, and vintage department store. It brings the neighborhood together once again by re-establishing the

cobblestone street leading to the park, rehabilitating some building, and replacing others. The blocks in the Hamilton Park historic district neighborhood are filled with classic row houses and lush, tree-lined streets.

Colgate. Colgate Redevelopment Area is a 24 acre, 10 block site of Jersey City waterfront south of Exchange Place. It was formerly the location of the manufacturing facility for the Colgate Palmolive Company. This area has experienced rapid growth over the past five years and is approaching its planned build-out of six million square feet of office space and close to 2,000 residential units. The first major project in the Colgate Redevelopment Area was 101 Hudson Street with 1.2 million square feet of office space in a well designed Art DECO Revival style skyscraper. Next, developed by Hartz Mountain Industries were 70 and 90 Hudson Street, two office towers on the riverfront with 358,000 and 372,000 square feet. SJP Properties' renovation of 95 Greene Street, 280,000 square feet of office space in the former Colgate Perfume Building, has been completely leased by Merrill-Lynch. Goldman Sachs' now controls three site within the redevelopment plan area and treats this facility and the Sussex Street pier that they renovated as a public campus with ferry and helicopter access to their sister campus on the Manhattan side of the River. Goldman Sachs has completed their owner occupied office building, a 42 story, 793 feet tall tower with 1.5 million square feet of space, 1,000 underground car garage, ground floor pedestrian and retail amenities. This tower, the tallest building in the state of New Jersey, provides a unique identity and profile for the Jersey City skyline.

Tidewater Basin Redevelopment Area. The Tidewater Basin Redevelopment Area links new waterfront development with the existing Paulus Hook Historic District. The charm of this area is especially enhanced by watching cars share the path of the light rail trolley along the historic cobblestone street. The 324-unit Windsor at Liberty House was completed in September 2000. Other projects include the Pier House (106 condo units) and Hudson Point (181 rental units), two projects at the foot of Warren Street, Liberty Pointe, a 32 unit condo project just up Warren Street from those previously described, Fulton's Landing with 105 condominium units, and K. Hovnanian at Paulus Hook with 71 condominiums units are all occupied and complete. 198 Van Vorst Street, a 131 unit, 7-story residential project with 4,426 square feet of retail, is completed and occupied.

Harsimus Cove Station Redevelopment Area. Several residential projects have been completed and leased. Among the completed projects are the following condominium and rental units: Avalon Cove, Mandalay Bay on the Hudson, Portofino, Marbella, and the 'A'. These residential building encompass over 2,000 market rate units. Metro Plaza shopping center contains four retail buildings totaling 255,000 square feet. The Doubletree Hotel contains 200 rooms. The most recent project to be completed in the area is the Monaco, a residential development of 524 rental units in two 39 story towers atop a 10 story 558 space parking garage and 6,100 square feet of ground floor retail on what is was the Doubletree Hotel's parking lot. The Redevelopment Plan calls for a residential-commercial mixed-use district where certain lands are dedicated to the City of Jersey City for streets and parks. Projects recently completed include 110 First Street and Maribella phase II.

Port Liberté, Liberty National Golf Course and Country Club, and the Residences at Liberty. Redevelopment of this scenic area adjacent to Liberty State Park began in 1985 with the development of docks, jetties, and canals for luxury residential apartments and town homes, some with private boat slips at their front door. Later phases replaced new canal construction with an 18-hole professional Majors golf course and private club. Liberty National Golf Course hosted its first international PGA TOUR event, the Barclays, in August of 2009 and again in August 2013. In 2017 it will host the President's Cup. More than 1600 condominium units are completed with another 1500 planned for the Port Liberté development area.

The Residences at Liberté is the residential development associated with the golf course. Construction has begun on 60 low-rise luxury units along the waterfront walkway and adjacent to the golf club house. When completed, the Residences at Liberté will produce over 1,000 new condominium units located within three towers on the northern slope of the golf course.

Liberty State Park and Ellis Island. Over 2,000,000 persons visit Liberty State Park annually, making it the most popular of all state parks in New Jersey. It is the largest urban park in the state, at approximately 1,200 acres. It currently houses, two Marinas, a boat launch, the Liberty House (a 15,000 square foot restaurant and banquet facility), the recently expanded Liberty Science Center, the restored historic Central Railroad of New Jersey Terminal, and an award-winning Interpretive Center. Maritime Parc Restaurant & Catering opened in October 2010 with a 30,000 square foot event space.

The restoration of Ellis Island is ongoing and the result of a partnership between the National Parks Service and Save Ellis Island, Inc. The South Side of the island contains valuable historic resources such as the hospital facility, laundry and luggage building, open space and recreation area, nursing residence and other various support building, totaling 30 in all, built at the turn of the century to welcome immigrants to our land. It is the intent of the National Park Service to renovate these buildings and keep them in public use. The American Family Immigration History Center was unveiled in 2001. Given its national and international stature, the Ellis Island Institute is proposed to be a unique cultural, educational and conferencing facility that will use the power of place to create a venue for international cultural events and meetings. It will involve reuse of the 29 existing buildings on the island and new construction of a hotel, museum and educational facilities. At completion, it will employ 275 full-time and 350 part-time workers.

Ferries to the Statue of Liberty and Ellis Island leave from Jersey City, Liberty State Park throughout the day. The park, a state and regional amenity that attracts visitors from a wide area, is frequently the site of State wide events, including concerts, festivals, and tournaments.

The Division of Planning has conducted a Liberty State Park Circulator Cost-Benefit Analysis. This study is an important first step in restoring transit service to destinations within Liberty State Park. A circulator would build on the City's public transportation network that currently serves the edge of the park. This potential service would make the park more accessible to the 40% of Jersey City households that do not have access to a vehicle..

The Beacon. This central City project is the rehabilitation of a monumental Art Deco New Deal Governmental/Hospital Complex. It consists of the adaptive re-use and renovation of ten (10) high rise structures, interior and exterior historic renovation of significant Art Deco and WP Project artifacts, including two theaters, meeting rooms, and lobby space, and new construction of a multi level garage, health spa, pool, museum, and various types of amenity space. Completion of this project, which is the largest historic restoration project in the nation, is expected to create approximately 1,200 market rate residential units. This project represents a significant private investment that is outside of the City's downtown waterfront financial center. Shuttle and full concierge services are provide to various mass transit choices throughout the city.

Grove Plaza. As recently as 2000, the Grove Plaza area was considered to be too far from the waterfront to be desirable for high end market rate units. Today, Grove Plaza is considered the heart of downtown. The newly renovated and re-designed Grove Street PATH Station Plaza has served as a festival site and farmers market adding to the vitality of the shopping destination. 2 new 60-story residential towers, 70 and 90 Columbus, will rise connected by a hotel in a 150 foot base. New residential construction is moving west along Newark Avenue, including 8 new restaurants along a pedestrian walkway has been completed.

Martin Luther King Drive. The redevelopment of Martin Luther King Drive began as a grassroots community based initiative with far-reaching support. Since the adoption of the MLK Drive Redevelopment Plan by the City Council in December 1993, the development of the MLK HUB Shopping Plaza has been accomplished. A 55,000 square feet supermarket and ancillary stores are in place. The HUB development is now under new ownership. Through a partnership of the Jersey City Redevelopment Agency, Universal Companies of Philadelphia, and Brandywine Corp., MLK Drive will be receiving approximately 205 units of work force housing to be built on City land in and around the HUB. Goldman-Sachs has sponsored a 20 unit housing development just north of the HUB Plaza and light rail station, which has been completed and sold as affordable condominiums.

The Fred W. Martin Apartments offer 39 affordable units in a 4-story building with 12,000 square feet of retail space along the Drive. Many other mixed-use and residential projects are underway along the Drive.

In 2015, The Jersey City Employment and Training Program (JCETP) relocated to the HUB, with Speaker of the House of Representatives Nancy Pelosi, New Jersey Governor Chris Christie, Senator Robert Menendez, NAACP President Cornell Brooks, Congressman Donald Payne Jr., Congressman Albio Sires, and former New Jersey Governors Brendan Byrne and Thomas Keane all attending the ribbon cutting ceremony. JCETP includes the prisoner re-entry program that provides addiction treatment, housing, and employment services as well as standard employment programs for youth, seniors, veterans, and welfare recipients. Former Governor James McGreevey is the director of the JCETP.

Monticello Avenue. The Monticello Redevelopment Plan covers Monticello Avenue between Communipaw Avenue and Montgomery Street. It encompasses 19 blocks geographically located at the center of Jersey City. The goal

is to establish a historically preserved and revitalized neighborhood - a shopping district with a mix of retail, restaurant and service businesses, as well as arts-related venues and activities that reflect the diversity and strong sense of community that prevail in the area. The 12 unit "Rock Garden Plaza" and the 6 unit "120-122 Monticello Avenue" with approximately 7,000 square feet of childcare space on the ground floor, have been completed.

Canal Crossing. The proposed Canal Crossing Redevelopment Plan Area is approximately 111 acres in area and is located in the southeastern section of the City of Jersey City. It establishes a new-urbanist community with varied housing type, variable uses, a central boulevard and central park, high density around the Garfield Avenue Light Rail Station and accommodations for various types of open space and educational facilities.

Berry Lane Park. Berry Lane Park is a 17.5 acre park was recently completed on a former brownfield site in the Communipaw-Lafayette Section of Jersey City, New Jersey. Construction of the park began in 2012 and opened in the summer of 2016. The park is located between Garfield Avenue and Woodward Street near the Garfield Avenue Hudson Bergen Light Rail station. Directly south of Berry Lane Park is Canal Crossing, an adjacent brownfield site slated for a future residential development.

Berry Lane Park is the largest municipal park in Jersey City. The site includes two basketball courts, two tennis courts, a baseball field, a soccer field, a playground, a rain garden, 600 new trees, and a splash pad water park. New park features coexist with older existing structures that will be preserved or modified: for example, the large concrete silos from a former rail yard will be renovated to contain water features.

Holland Tunnel and Jersey Avenue Redevelopment Area. The expanse of land bounded by the entry/exit of the Holland Tunnel, the base of the Palisade Cliffs and neighboring the City of Hoboken, had remained unnoticed for many years. Its newly discovered attractiveness has accelerated an effort to re-connect existing streets, create more building lots and street frontages. There are current NJ Transit approvals for the creation of a new HBLRT Station at Jersey Avenue and Eighteenth Street. Residential re-development of the 10th Street corridor is almost complete; with the latest addition of the 58 condominium unit Schroeder Loft project adding to the LeFrak-developed apartments that presently line the corridor. In November 2007, The Home Depot opened a 105,121 square foot multi-level store, which employs 177 people and generating \$50 million in annual sales. Other recently completed residential additions include The Cliffs, 700 Grove Street, Cast Iron Lofts, and Zephyr Lofts.

Proposed plans include the Hoboken Redevelopment Plan area and the New York Avenue Redevelopment Plan area. The 7 acre Van Leer Chocolate Factory site is slated to have up to 90-percent energy savings compared to traditional buildings through the use of geothermal and solar energy, as well as other green technologies and has been recognized in the 11th annual Governor's Environmental Excellence Awards in December 2010.

Majestic Theater and the Majestic II Projects. The adaptive re-use of the historic Majestic Theater across from City Hall including the three adjacent historic revival mixed use properties that were vacant and dilapidated, and development of a new adjoining 45 unit residential building. All of the constructed residential units have been sold or rented, and all of the highly desirable commercial spaces have been filled. Majestic II, which is a new mixed use classic mid-rise building with ground floor retail, will complete the third corner of the Montgomery Street & Grove Street intersection, connecting the eclectic buildings of the Van Vorst Historic District to the new City Hall neighborhood redevelopment. Across the street from the Majestic Projects and City Hall is an additional 99 unit 7 story building with ground floor retail space, which opened in early 2016.

New Jersey City Medical Center and Grand Jersey Redevelopment Plan Area. The Jersey City Medical Center opened its 325 bed medical facility at Grand and Jersey Avenues in 2004. This \$180 million facility was financed by the FHA. Liberty Health has just completed a 5-story Medical Arts Building adjacent to the Medical Center. There are also plans to triple the capacity of the Emergency Department. New infrastructure, new streets, public garage, and new residential building are planned for this area to mirror the street grid and density of Liberty Harbor North. NJDEP has awarded Jersey City a special representative to coordinate the clean-up of the area to accelerate its redevelopment. Several projects within the area have already achieved site plan approvals and are ready to move forward. This redevelopment plan will also incorporate the re-location of the Mill Creek Sewage outfall, allow for the creation of new wetlands adjacent to Liberty State Park and replace the pedestrian bridge with a pedestrian and bicycle friendly vehicular connection from downtown Jersey City to the Park.

APPENDIX B

**CITY OF JERSEY CITY,
IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY
ACCOUNTANTS' COMPILATION REPORT AND UNAUDITED FINANCIAL STATEMENTS
AND INDEPENDENT AUDITORS' REPORT AND AUDITED FINANCIAL STATEMENTS**

APPENDIX C
FORM OF BOND COUNSEL OPINION

APPENDIX D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

EXHIBIT B

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Jersey City, in the County of Hudson, New Jersey (the "Issuer") in connection with the issuance by the Issuer of its \$6,955,000 Bond Anticipation Notes, Series 2017B (Federally Taxable) (the "Notes"). The Notes are being issued pursuant to a bond ordinance duly adopted by the Municipal Council. The Issuer covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Noteholders and Beneficial Owners of the Notes and in order to assist the Participating Underwriter in complying with the provisions of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as the same may be amended from time to time ("Exchange Act").

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Notes (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

"Continuing Disclosure Information" shall mean: (i) any notice required to be filed with the MSRB pursuant to Section 4 hereof; and (ii) any notice of an event required to be filed with the MSRB pursuant to Section 3(c) hereof.

"Dissemination Agent" shall mean the Issuer, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Listed Events" shall mean any of the events listed in Section 3(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Exchange Act.

"Noteholder" shall mean any person who is the registered owner of any Note, including holders of beneficial interests in the Notes.

"Participating Underwriter" shall mean any of the original underwriters of the Notes required to comply with the Rule in connection with offering of the Notes.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Exchange Act.

"State" shall mean the State of New Jersey.

{00029530;v1/ 01-380/112}

SECTION 3. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 3, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Notes:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. unscheduled draws on the debt service reserves reflecting financial difficulties;
4. unscheduled draws on the credit enhancements reflecting financial difficulties;
5. substitution of the credit or liquidity providers or their failure to perform;
6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Notes, or other material events affecting the tax-exempt status of the Notes;
7. modifications to rights of Noteholders, if material;
8. Note calls, if material, and tender offers;
9. defeasances;
10. release, substitution or sale of property securing repayment of the Notes, if material;
11. rating changes;
12. bankruptcy, insolvency, receivership or similar events of the Issuer, which shall be considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or

governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer;

13. the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event described in subsection (a) for which the disclosure obligation is dependent upon materiality, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If disclosure of a Listed Event is required, the Issuer shall in a timely manner not in excess of ten business days after the occurrence of the event, file a notice of such occurrence with the MSRB in an electronic format as prescribed by the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

SECTION 4. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Notes. If such termination occurs prior to the final maturity of the Notes, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 3(c).

SECTION 5. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

SECTION 6. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Section 3, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Notes, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Notes, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Noteholders or Beneficial Owners of the Notes.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the same manner as for a Listed Event under Section 3(a), and shall include a narrative explanation of the reason for the amendment or waiver.

SECTION 7. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future notice of occurrence of a Listed Event.

SECTION 8. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Noteholder or Beneficial Owner of the Notes may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default on the Notes, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 9. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Notes.

SECTION 10. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and the Noteholders and Beneficial Owners from time to time of the Notes, and shall create no rights in any other person or entity.

Date: _____, 2017

CITY OF JERSEY CITY, IN THE COUNTY OF
HUDSON, NEW JERSEY

By: _____
Donna Mauer, Chief Financial Officer

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-438

Agenda No. 10.C

Approved: MAY 24 2017

TITLE:



RESOLUTION (1) INTRODUCING AND APPROVING THE 2018 BUDGET OF THE JOURNAL SQUARE SPECIAL IMPROVEMENT DISTRICT; (2) DIRECTING THE CITY CLERK TO PUBLICLY ADVERTISE THE BUDGET AND SCHEDULE A PUBLIC HEARING; AND (3) DIRECTING THE TAX ASSESSOR TO PREPARE AN ASSESSMENT ROLL OF PROPERTIES WITHIN THE DISTRICT BASED UPON THE BUDGET

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, pursuant to N.J.S.A. 40:56-71 et seq., and by the adoption of **Ordinance 94-024**, the City of Jersey City established the Journal Square Special Improvement District (JSSID) to be operated by the Journal Square Special Improvement District Management Corporation; and

WHEREAS, under N.J.S.A. 40:56-80, the District Management Corporation must prepare an annual budget that includes an estimate of the annual costs of operating the district including:

- (1) the costs charged against municipal funds for general street maintenance;
- (2) the costs charged against properties within the District in proportion to the benefits conferred by the annual improvements;
- (3) costs, if any, to be assessed against properties in the District; and

WHEREAS, upon receipt of the budget, the Municipal Council is required to consider the budget, approve the budget, schedule a public hearing and adopt the budget with such amendments as the governing body considers necessary; and

WHEREAS, upon approval of the budget the Tax Assessor is required to prepare an assessment roll listing the properties to be specially assessed in accordance with the budget and calculate the amount of the assessment to be charged to each property; and

WHEREAS, the District Management Corporation of Journal Square Special Improvement District has submitted its 2018 fiscal year budget, July 1, 2017 – June 30, 2018 to the Council, a copy of which is attached hereto as Exhibit A; and

NOW, THEREFORE BE IT RESOLVED, with a majority of the full membership of the Council concurring that:

1. The 2018 fiscal year budget, July 1, 2017 – June 30, 2018 of the Journal Square Special Improvement District, attached hereto as Exhibit A, was approved by the Journal Square Special Improvement District at its April 11, 2017 meeting;
2. The budget as submitted to the City is hereby retroactively introduced and approved, subject to a public hearing prior to adoption.
3. The Tax Assessor is directed to do the following:

City Clerk File No. Res. 17-438Agenda No. 10.C MAY 24 2017

TITLE:

- (a) prepare an assessment roll specifying the amounts specifically assessed against each benefitted and assessable property in the District in proportion to the benefit conferred, based upon the approved budget in accordance with the procedures prescribed in N.J.S.A.40:56-80(c). Such assessment roll shall include a description of each property and the names of the owners; and
 - (b) file the assessment roll in the Office of the City Clerk to be available for public inspection.
4. The City Clerk is directed to do the following:
- (a) schedule a public hearing on the budget and the amount of the assessments not less than 28 days from the date of this Resolution;
 - (b) at least 10 days prior to the date of the hearing publish a notice setting the time and place of the public hearing on the budget and amounts of the special assessments; and publish a copy of the entire budget in a newspaper of general circulation;
 - (c) at least 10 days prior to the date the notice is published, send a copy of the notice of public hearing to the named owners of each property proposed to be assessed; and
 - (d) at least 10 days before the date of the scheduled hearing
 - (i) post a complete copy of the approved budget in City Hall in the customary location for posting public notices;
 - (ii) post a complete copy of the assessment roll in City Hall in the customary location for posting public notices; and
 - (iii) make available a copy of the budget to any person requesting it up to and including the date of the public hearing.
5. Upon approval of the assessment roll with any changes approved by the Council, the City Clerk shall immediately certify a copy of the assessment roll to the County Tax Board to be effective as of July 1, 2017.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation CounselCertification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.24.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council_____
Robert Byrne, City Clerk

SID Budget Recommendation for FY18

Date Submitted: District Approved-4/11/17

Journal Square Special Improvement District
14 PATH Plaza, Jersey City, NJ 07306

See Below *	Items	SID Assessment	Private	Reserve Fund	Totals
REVENUES					
Private					
A7	Journal Square SID Assessment	\$ 773,000.00			\$ 773,000.00
A9	Private Cash/Fees/Sponsorships				\$ -
A8	JSSID Reserve Fund			\$ 69,000.00	\$ 69,000.00
A10	Interest				\$ -
TOTAL REVENUES		\$ 773,000.00	\$ -	\$ 69,000.00	\$ 842,000.00
EXPENSES					
Administrative Items					
A18	Rent	\$ 9,000.00			\$ 9,000.00
A19	Insurance	\$ 3,400.00			\$ 3,400.00
A20	Equipment:IT/Copier/Svc	\$ 1,500.00			\$ 1,500.00
A21	Supplies	\$ 2,100.00			\$ 2,100.00
A22	Audit/Filing	\$ 4,500.00			\$ 4,500.00
A23	Legal	\$ 1,000.00			\$ 1,000.00
A24	Parking & Storage	\$ 2,000.00			\$ 2,000.00
A27	Telephone/Internet	\$ 3,500.00			\$ 3,500.00
A28	Website Hosting & Maintenance	\$ 6,000.00			\$ 6,000.00
Administrative Items Subtotals		\$ 33,000.00	\$ -	\$ -	\$ 33,000.00
Administration					
A32	Management/Advocacy Fees	\$ 120,000.00			\$ 120,000.00
Administration Subtotals		\$ 120,000.00	\$ -	\$ -	\$ 120,000.00
Marketing/Promotions/Community Programs & Development					
A35	Program Manager	\$ 69,700.00			\$ 69,700.00
	Manage/develop & Coordinate Farmer's Market/Entertainment, Decorative Poles Banner Program, Way Finding and Destination Signage, Gateway Improvements, Holiday Decorative Lighting,				
A36	District Marketing & Promotions	\$ 15,000.00			\$ 15,000.00
	Farmers Market/Entertainment; Decorative Pole Banner Program; Way Finding and Destination Signage; Gateway Improvements; Holiday Decorations/Lights; Internet/Social Media (Facebook/Twitter) Promotions				
A43	Retail Promotions and Support	\$ 3,000.00			\$ 3,000.00
	Retail/Restaurant Spotlight Features; Sidewalk Sales;Support for City-sponsored Retail Promotions				
A46	Community Development, Programs & Partnerships	\$ 15,000.00			\$ 15,000.00
	Neighborhood Clean-ups w/ local Block Associations; Support for Community Programs and Events; Cross promotions/marketing for artist-related programming				
Marketing/Promotions/Community Subtotals		\$ 102,700.00	\$ -	\$ -	\$ 102,700.00
Operations					
A53	Landscaping/Planters/Plants	\$ 3,000.00			\$ 3,000.00
A54	Operations Manager	\$ 95,767.00			\$ 95,767.00
A54a	Ambassadors/Supervisors-Basic Svc	\$ 183,291.00			\$ 183,291.00
A54b	Ambassadors/Supervisors-Extended Svc	\$ 25,350.00			\$ 25,350.00
A54c	Maintenance-Clean Team-Basic Svc	\$ 222,854.00			\$ 222,854.00
A54d	Maintenance-Clean Team-Extended Svc	\$ 36,055.00			\$ 36,055.00
A55	Maintenance Supplies	\$ 12,000.00			\$ 12,000.00
A58	Webcam Maintenance/Replacement	\$ 3,983.00		\$ 4,000.00	\$ 7,983.00
Operations Subtotals		\$ 582,300.00	\$ -	\$ 4,000.00	\$ 586,300.00
TOTAL EXPENSES		\$ 838,000.00	\$ -	\$ 4,000.00	\$ 842,000.00
REVENUE / EXPENSE SUMMARY					
		SID	Private	Reserve Fund	Total Budget
Revenues		\$ 773,000.00	\$ -	\$ 69,000.00	\$ 842,000.00
Expenses		\$ 838,000.00	\$ -	\$ 4,000.00	\$ 842,000.00
Excess / Deficiencies		\$ (65,000.00)	\$ -	\$ 65,000.00	\$ -

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-439

Agenda No. 10.D

Approved: MAY 24 2017

TITLE:



RESOLUTION REAPPOINTING ANEESAH ABDULLAH AS A MEMBER OF THE JERSEY CITY HOUSING AUTHORITY

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated May 8, 2017 that he has reappointed **Aneesah Abdullah** of 19 Merritt Street, Jersey City, New Jersey, as a member of the **Jersey City Housing Authority**, for a term to commence upon adoption of this resolution and expire on May 16, 2022.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the reappointment of **Aneesah Abdullah** as a member of the **Jersey City Housing Authority** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sjg

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.24.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	/			YUN	/			RIVERA	/		
GADSDEN	/			OSBORNE	/			WATTERMANN	/		
BOGGIANO	/			ROBINSON	/			LAVARRO, PRES	/		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY

OFFICE OF THE MAYOR

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5500 | F: 201 547 5442



STEVEN M. FULOP
MAYOR OF JERSEY CITY

May 8, 2017

Report of Director
8.b
Meeting 05.24.2017

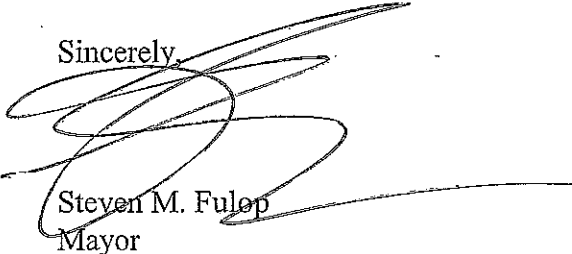
President and Members of the Municipal Council
City of Jersey City
280 Grove Street
Jersey City, N.J. 07302

Dear Council President and Members:

Kindly be advised that I have reappointed **Aneesah Abdullah**, of 19 Merritt Street, Jersey City, New Jersey 07305, to serve as a **Member** of the **Jersey City Housing Authority**. Her term will commence on upon adoption of a resolution and expire on May 16, 2022.

I respectfully request your advice and consent on this appointment.

Sincerely,


Steven M. Fulop
Mayor

c: Jeremy Farrell, Corporation Counsel
Robert Kakoleski, Business Administrator
Robert Byrne, City Clerk
Marvin L. Walton, Executive Director, J.C. Housing Authority
Mark Albiez, Chief of Staff
Nancy Warlikowski, Mayor's Office
Aneesah Abdullah

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-440

Agenda No. 10-E

Approved: MAY 24 2017

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 71 BELMONT AVENUE, A/K/A BLOCK 16903, LOT 7, F/K/A BLOCK 1922, LOT 83

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, on August 1, 1991, Lifaine and Saltana Lysaire (Borrowers) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$59,000 made under the Community Development Block Grant (CDBG); and

WHEREAS the Second Mortgage was recorded in Book 4778 at Page 0007 of the Register of Deeds for Hudson County on August 5, 1991; and

WHEREAS, the loan self-amortizes over ten (10) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 71 Belmont Avenue, Jersey City, also known as Block 16903, Lot 7, f/k/a Block 1922, Lot 83; and

WHEREAS, according to the Division of Community Development, the Borrower has paid the City the sum of \$79,648.95, which is the full amount to satisfy the 95/5 provision in the mortgage, and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$59,000 affecting 71 Belmont Avenue, Jersey City, also known as Block 16903, Lot 7, f/k/a Block 1922, Lot 83.

JML/he
5/15/17

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.24.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	/			YUN	/			RIVERA	/		
GADSDEN	/			OSBORNE	/			WATTERMAN	/		
BOGGIANO	/			ROBINSON	/			LAVARRO, PRES	/		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution Authorizing The Business Administrator to Execute A Discharge Of Mortgage 71 Belmont Avenue, A.K.A. Block 16903, Lot 7 and F.K.A. Block 1922, Lot 83

Initiator

Department/Division	HEDC	Community Development
Name/Title	Rodney Hairston	Real Estate Officer
Phone/email	201-547-4793	Hairstonr@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Discharge of City's mortgage because they submitted a payoff statement along with a check.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-441

Agenda No. 10.F

Approved: MAY 24 2017

TITLE:



A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, TOWN SQUARE PLACE BEGINNING 6:00 A.M. AND ENDING AT NOON SUNDAY, MAY 28, 2017 AT THE REQUEST OF THE FILIPINO AMERICAN TRIATHLON CLUB FOR THE PURPOSE OF FIL-AM SANTACRUZAN 5K AND MANILA MILE

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Filipino American Triathlon Club to close Town Square Place beginning 6:00 a.m. and ending at Noon Sunday, May 28, 2017 for the purpose of Fil-Am Santacruzian 5K and Manila Mile; and

WHEREAS, in accordance with the provisions of Section 286-71, 286-72 and Section 122-8 a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

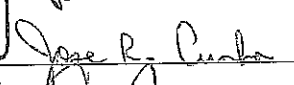
WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 286-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 286-71, 286-72, 286-73 and Section 122-8 be waived; and

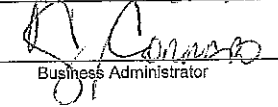
WHEREAS, the request to close Town Square Place does not meet one or more of the requirements set forth in Sections 286-71, 286-72(B)(1)(2), 286-73(D) and 122-8(A)(C) as the event is sponsored by a non-resident and the event will begin earlier than what is permitted; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 286-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 286-71, 286-72, 286-73 and 122-8 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Town Square Place beginning 6:00 a.m. and ending at Noon Sunday, May 28, 2017.

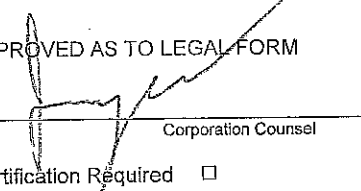
APPROVED: 
Director of Traffic & Transportation

APPROVED: 
Municipal Engineer

APPROVED: 
Business Administrator

JDS:pcl
(05.10.17)

APPROVED AS TO LEGAL FORM


Corporation Counsel

Certification Required ☐

Not Required ☐

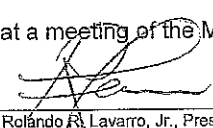
APPROVED 9-0

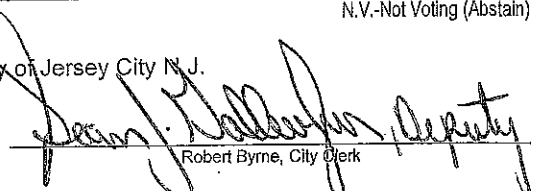
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.24.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, TOWN SQUARE PLACE BEGINNING 6:00 A.M. AND ENDING AT NOON SUNDAY, MAY 28, 2017 AT THE REQUEST OF THE FILIPINO AMERICAN TRIATHLON CLUB FOR THE PURPOSE OF FIL-AM SANTACRUZAN 5K AND MANILA MILE

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Arland Macasieb on behalf of the Filipino American Triathlon Club, 21 Holster Rd., Clifton NJ 973.713.8053	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

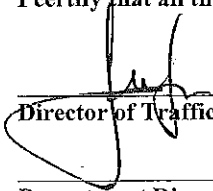
Resolution Purpose

AUTHORIZING THE CLOSING OF TOWN SQUARE PLACE BEGINNING 6:00 A.M. AND ENDING AT NOON SUNDAY, MAY 28, 2017

FOR THE PURPOSE OF FIL-AM SANTACRUZAN 5K AND MANILA MILE

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

5/10/17

Date

Department Director

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: Town Sq Pl

PURPOSE OF EVENT: Fil-Am Santacruzian 5K & Manila Mile

BEGINS: 6AM ENDS: Noon
Sunday, May 28, 2017

APPLICANT: Arland Macasieb

ORGANIZATION: Filipino American Triathlon Club

ADDRESS: 21 Holstser Rd, Clifton NJ

PHONE #: 973.713.8053

BEING WAIVED: Nonresident, start time





Steven M. Fulop
Mayor

CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215
Jersey City, NJ 07302
(201)547-6921 culturalaffairs@cnj.org



ART. MUSIC. FILM. DANCE. HERITAGE. #JERSEYCITY SPECIAL EVENT APPLICATION

Signature Page - Multiple Districts



Elizabeth Cain
Director

EVENT NAME: FIL-AM SANTACRUZAN 5K & MANILLA MILE **EVENT DATE:** MAY 28TH, 2017
EVENT LOCATION: TOWN SQUARE ALONG THE WATERFRONT TO 2ND STREET

OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer

DocuSigned by:

Cultural Affairs Event Planner
C2E39AE0284247B... 4/25/2017

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

- ☒ Approved ☐ Coordinate On-Duty Personnel
☐ NOT Approved ☒ Coordinate Off-Duty Personnel

Signature of District Commander:

CC-OFF Duty Mahoney
E1002DE7E8F6A55... 5/2/2017

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

- ☐ Approved ☐ Coordinate On-Duty Personnel
☐ NOT Approved ☐ Coordinate Off-Duty Personnel

Signature of District Commander:

Date:

JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

- ☐ Approved ☐ Coordinate On-Duty Personnel
☐ NOT Approved ☐ Coordinate Off-Duty Personnel

Signature of District Commander:

Date:

JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

- ☐ Approved ☐ Coordinate On-Duty Personnel
☐ NOT Approved ☐ Coordinate Off-Duty Personnel

Signature of District Commander:

Date:

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

- ☒ Approved ☐ Coordinate On-Duty Personnel
☐ NOT Approved ☒ Coordinate Off-Duty Personnel

Signature of Police Chief:

DocuSigned by:
Deputy Chief Joseph Connors
810E8895C2C04F... 5/3/2017

JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

- ☒ Acknowledged Date: 5/3/2017

Signature of Off Duty Coordinator:

DocuSigned by:
Thomas Mahoney
FB7E30AA55CF45C... 5/3/2017

JERSEY CITY FIRE DEPARTMENT

- ☒ Approved: No Open Flame ☐ Additional Permits Required
☐ NOT Approved ☐ Fire Inspector Required

Signature of Fire Official:

DocuSigned by:
Dennis Naber
8082F438041B454... 5/3/2017

JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

- ☒ Approved ☐ Coordinate On-Duty Personnel
☐ NOT Approved ☒ Coordinate Off-Duty Personnel

Signature of Police Director:

DocuSigned by:
Bill O'Donnell
53631BBE8A7640E... 5/10/2017

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

- ☐ Acknowledged ☒ Pending Council Approval
☐ Not Applicable ☐ Need Completed Signature Page

Signature of Traffic Engineer:

DocuSigned by:
Monte Zuker
AF1B7F1CEA13464... 5/10/2017

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

- ☐ No Food will be Sold ☐ Vendor List Required
☐ Food will be Sold ☐ Health Inspector Required

Signature of Health Officer:

Date:

JERSEY CITY DEPARTMENT OF RECREATION

- ☐ Stage Request: Approved
☐ Stage: NOT Approved

Signature of Stage Coordinator:

Date:

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF SANITATION

- ☐ Approved ☐ Requiring additional form
☐ NOT Approved ☐ Additional fee will apply

Signature of Sanitation Director:

Date:

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF PARKS & FORESTRY

- ☐ Request for use of Park: Approved
☐ Request for use of Park: NOT Approved

Signature of Parks Director:

Date:

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF BUILDING & STREETS

- ☐ Request for Additional Barricades: Approved
☐ Request for Additional Barricades: NOT Approved

Signature of Building & Streets Director:

Date:

JERSEY CITY DIVISION OF RISK MANAGEMENT

- ☐ COI is Approved ☐ Waiver request is Approved
☐ COI is NOT Approved ☐ Waiver request is NOT Approved

Signature of Risk Manager:

Date:

JERSEY CITY DIVISION OF COMMERCE

- ☐ Approved Date: _____

Signature of Division of Commerce Director:

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-442

Agenda No. 10.6

Approved: MAY 24 2017

TITLE:



A RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, GROVE STREET FROM MONTGOMERY STREET TO MERCER STREET AND MONTGOMERY STREET FROM MARIN BOULEVARD TO GROVE STREET BEGINNING 8:00 A.M. AND ENDING 9:00 P.M. SATURDAY AND SUNDAY, JUNE 24th AND 25th, 2017 AT THE REQUEST OF THE JERSEY CITY PROJECT, INC. FOR THE PURPOSE OF PROJECTS EATS

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from The Jersey City Project, Inc. to close Grove Street from Montgomery Street to Mercer Street and Montgomery Street from Marin Boulevard to Grove Street beginning 8:00 a.m. and ending 9:00 p.m. Saturday and Sunday, June 24th and 25th, 2017 for the purpose of the Projects Eats; and

WHEREAS, in accordance with the provisions of Section 122-8, 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 and 122-8 be waived; and

WHEREAS, the request to close both Grove Street and Montgomery Street does not meet one or more of the requirements set forth in Sections 296-71 (A) (B) (C) (D), 296-73(D) and 122-8(C) as the event as the event is sponsored by a non-resident; more than one block at a time will be closed and the event will begin earlier than what is permitted; and

WHEREAS, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-71, 296-73 and 122-8 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Grove Street from Montgomery Street to Mercer Street and Montgomery Street from Marin Boulevard to Grove Street beginning 8:00 a.m. and ending 9:00 p.m. Saturday and Sunday, June 24th and 25th, 2017

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature]
Municipal Engineer
APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

JDS:pcl
(05.11.17)

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.24.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, GROVE STREET FROM MONTGOMERY STREET TO MERCER STREET AND MONTGOMERY STREET FROM MARIN BOULEVARD TO GROVE STREET BEGINNING 8:00 A.M. AND ENDING 9:00 P.M. SATURDAY AND SUNDAY, JUNE 24th AND 25th, 2017 AT THE REQUEST OF THE JERSEY CITY PROJECT, INC. FOR THE PURPOSE OF PROJECTS EATS

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Kristen Scalia on behalf of The Jersey City Project, Inc., 182 Harrison Avenue, ICNJ 201.685.7397	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

AUTHORIZING THE CLOSING OF BOTH GROVE STREET FROM MONTGOMERY STREET TO MERCER STREET AND MONTGOMERY STREET FROM MARIN BOULEVARD TO GROVE STREET BEGINNING 8:00 A.M. AND ENDING 9:00 P.M. SATURDAY AND SUNDAY, JUNE 24th AND 25th, 2017

FOR THE PURPOSE OF PROJECTS EATS

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

5/9/17

Date

Department Director

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCKS: Grove St, Montgomery St to Mercer St
Montgomery St, Marin Blvd to Grove St

PURPOSE OF EVENT: Project Eats

BEGINS: 8AM ENDS: 9PM
Saturday and Sunday, June 24 & 25, 2017

APPLICANT: Kristen Scalia

ORGANIZATION: The Jersey City Project Inc.

ADDRESS: 182 Harrison Ave, Jersey City NJ

PHONE #: 201.685.7397

BEING WAIVED: More than one block at a time closed, nonresident, start time



GROVE

ST.

27

ST.

[illegible]

2B	2-R
2B	2-R

20

MERCER

ST.

TS

\$ T.

CITY HALL

201

P A R K ' G

(LUIS MUÑOZ) MARIN BLVD.
(HENDERSON) (EN)



Steven M. Fulop
Mayor

CITY OF JERSEY CITY

OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215
Jersey City, NJ 07302
(201)547-6921 culturalaffairs@cnj.org



ART, MUSIC, FILM, DANCE, HERITAGE, #JERSEYCITY
SPECIAL EVENT APPLICATION

Signature Page - Multiple Districts



Elizabeth Cain
Director

EVENT NAME: PROJECT EATS - CITY PARTNERED EVENT **EVENT DATE:** 6/24 & 6/25

EVENT LOCATION: CITY HALL PLAZA

OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer

DocuSigned by:

Cultural Affairs Event Planner
4/20/2017

C2E89AE6294247B...

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

☐ NOT Approved

☒ Coordinate Off-Duty Personnel

Comments:

DocuSigned by:

Captain Nicholas Serbo
5/2/2017

81088686C2C94F...

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

Date:

JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

Date:

JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

Date:

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of Police Chief:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

DocuSigned by:

Deputy Chief Joseph Connors
5/3/2017

81088686C2C94F...

JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

☒ Acknowledged

Date: 5/3/2017

Signature of Off Duty Coordinator:

DocuSigned by:

Thomas Mahoney

F37830AA55CF45C...

JERSEY CITY FIRE DEPARTMENT

☐ Approved: No Open Flame

☒ Additional Permits Required

Signature of Fire Official:

☐ NOT Approved

☒ Fire Inspector Required

Comments:

DocuSigned by:

Dennis Nahr

5/9/2017

JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of Police Director:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

DocuSigned by:

Bill O'Donnell

5/9/2017

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

☐ Acknowledged

☒ Pending Council Approval

Signature of Traffic Engineer:

☐ Not Applicable

☐ Need Completed Signature Page

Comments:

DocuSigned by:

Monte Butler

5/9/2017

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

☐ No Food will be Sold

☐ Vendor List Required

Signature of Health Officer:

☐ Food will be Sold

☐ Health Inspector Required

Comments:

Date:

JERSEY CITY DEPARTMENT OF RECREATION

☐ Stage Request: Approved

Signature of Stage Coordinator:

☐ Stage: NOT Approved

Comments:

Date:

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF SANITATION

☐ Approved

☐ Requiring additional form

Signature of Sanitation Director:

☐ NOT Approved

☐ Additional fee will apply

Comments:

Date:

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF PARKS & FORESTRY

☐ Request for use of Park: Approved

Signature of Parks Director:

☐ Request for use of Park: NOT Approved

Comments:

Date:

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF BUILDING & STREETS

☐ Request for Additional Barricades: Approved

Signature of Building & Streets Director:

☐ Request for Additional Barricades: NOT Approved

Comments:

Date:

JERSEY CITY DIVISION OF RISK MANAGEMENT

☐ COI is Approved

☐ Waiver request is Approved

Signature of Risk Manager:

☐ COI is NOT Approved

☐ Waiver request is NOT Approved

Comments:

Date:

JERSEY CITY DIVISION OF COMMERCE

☐ Approved

Date:

Signature of Division of Commerce Director:

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-443

Agenda No. 10.H

Approved: MAY 24 2017

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO LOMBARDY DOORS SALES AND SERVICE FOR REPAIR AND MAINTENANCE OF MOTORIZED OVERHEAD DOORS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS & STREET MAINTENANCE.

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City advertised for the receipt of bids on May 9, 2017 for Repair and Maintenance of Motorized Overhead Doors for the Department of Public Works/Division of Buildings & Street Maintenance; and

WHEREAS, this contract was bid as a one-year (1) open-end contract, the minimum and maximum quantities for two (2) items as contained in the Bid Specifications and the unit cost prices are set forth in the bidder's proposal; and

WHEREAS, Lombardy Door Sales and Service submitted the low bid in the amount of \$50,300.00; and

WHEREAS, the sum of **Fifty Thousand, Three Hundred (\$50,300.00) Dollars**, will be budgeted for in the 2017 budget; and

WHEREAS, the Purchasing Agent certified that he considers the bid submitted by Lombardy Door Sales and Service to be fair and reasonable; and

WHEREAS, the sum of Five Thousand \$5,000.00 is available in Operating Account No. 01-201-26-291-311;

NOW, THEREFORE, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with Lombardy Door Sales and Service for the Department of Public Works/Division of Buildings & Street Maintenance;
2. This contract is awarded as a one-year (1) open-end contract. The City reserves the right to extend the contract for up to two (2) additional one year terms pursuant to specifications and bids thereon;
3. The minimum and maximum quantities for two (2) items are as contained in Bid Specifications and the unit cost prices are set forth in the bidder's proposal;
4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;
5. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(continued on Page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO LOMBARDY DOORS SALES AND SERVICE FOR REPAIR AND MAINTENANCE OF MOTORIZED OVERHEAD DOORS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS & STREET MAINTENANCE.

6. The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
7. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 Calendar Year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2017 Calendar Year permanent budget.

I, Donna Mauer (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds available for the payment of the above resolution in the Account shown below:

Department of Public Works/Division of Park Maintenance

Acct #	P.O #	Temp. Encumb.	Amount
01-201-26-291-311	125120		\$5,000.00
		TOTAL CONTRACT	\$50,300.00

Approved by Peter Folgado RPPS
Peter Folgado, Director of Purchasing

PF/pc
5/12/17

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.24.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	/			YUN	/			RIVERA	/		
GADSDEN	/			OSBORNE	/			WATTERMAN	/		
BOGGIANO	/			ROBINSON	/			LAVARRO, PRES	/		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AWARDING AN OPEN - END CONTRACT TO LOMBARDY DOOR SALES AND SERVICE FOR REPAIR AND MAINTENANCE OF MOTORIZED OVERHEAD DOORS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE.

Project Manager

Department/Division	DPW	Buildings and Street Maintenance
Name/Title	Douglas Carlucci	Buildings Director
Phone/email	201-547-4432	dcarlucci@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The purpose of this resolution is to provide:

- ✚ Repair and maintenance of motorized overhead doors citywide.
- ✚ For 99 doors.
- ✚ Repairs must include door panels, rollers, shafts, springs, track and all parts of motorized operator.
- ✚ Door size 12ft X14ft.
- ✚ DPW spent about \$46,000.00 in 2016.

Cost (Identify all sources and amounts)

Contract amount =\$50,300.00
Account # (01-201-26-291-311) operating.
Temp. Encumbrancy \$5,000.00

Contract term (include all proposed renewals)

Contract is for one year with the City having the option to renew for two additional one year terms.

Type of award

Public Bid

If "Other Exception", enter type

Additional Information

One Bidder

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

5/15/17.

Signature of Purchasing Director

Date



STEVEN M. FULOP
Mayor of Jersey City

**CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS**

13-15 LINDEN AVENUE EAST, 3RD FLOOR | JERSEY CITY, NJ 07305
P: 201 547 4400 | F: 201 547 4803



PATRICK G. STAMATO
Director

Date: May 15, 2017
To: Peter Folgado, Purchasing Director
From: Patrick G. Stamato, DPW Director
Subject: Recommendation Letter (Repair and Maintenance of Motorized Overhead Doors)

Please be advised, after a careful and thorough review of bids received for motorized doors, I recommend that the contract be awarded to the vendor listed below:

***LOMBARDY DOOR SALES & SERVICE
734 BELLEVILLE AVENUE
BELLEVILLE, NJ 07109***

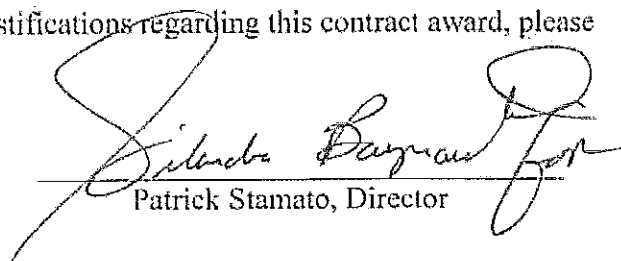
<u>VENDOR NAME</u>	<u>REQUISTION #</u>	<u>ACCOUNT #</u>	<u>CONTRACT AMOUNT</u>	<u>TEMPORARY ENCUMBRANCY</u>
Lombardy Door Sales	0178462	01-201-26-291-311	\$50,300.00	\$5,000.00

Please proceed and utilize the following requisitions listed above. Kindly draft the awarding resolution for the May 24th, 2017 Council meeting.

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at X 4400/01.

Thanks and have a great day!!!!!!!

PS/sb


Patrick Stamato, Director

C: Raquel Tosado, Contracts Manager
Hector Ortiz, Asst. DPW Director
Douglas Carlucci, Director of Buildings Maintenance
Steve Miller, Confidential Asst.
Eileen McCabe, Sr. Adm Analyst
Zakia Gregory, Asst. Spvr Accounts
Paola Campbell, Purchasing Assistant

Maintenance and repair of Motorized Overhead Doors at various locations (see attached lists). Repairs must include door panels, rollers, shafts, springs, track and all parts of motorized operator, and any part pertinent to safe operation of the door. Door size 12ft X 14ft.

Item No. 1 - year Round Service

350 Hours (Estimated quantity) \$ 118.00 (Unit Cost Mechanic) (times 350) \$ 41,300.00 (Per hour cost X 350 estimated hours)

Included in the total bid amount will be the sum of nine thousand (\$9,000.00) dollars to cover the cost of required parts for the term of the contract. All parts will be billed at cost plus 20%.

\$9,000.00 (estimated cost of material on repairs)

(In Figures)

The price shall include all labor, materials, equipment and other services required in the execution of the contract herein specified. The supplier shall be paid based on actual quantities used; however, it shall not exceed the estimated quantity without prior issuance of a change order.

The lump sum awarded will be based on the grand total price listed in the bid proposal. If the grand total price is found to have been incorrectly computed, changes will be made in any and all unit prices so as to attain conformity with the grand total price before award is made.

TITLE: REPAIR AND MAINTENANCE OF MOTORIZED OVERHEAD DOORS

IN COMPLIANCE WITH YOUR INVITATION FOR BIDS DATED 4-24-17,

2017, WE THE Bidder

UNDERSIGNED Lombardy Door Sales & Service Corp.

HEREBY DECLARE THAT WE HAVE CAREFULLY EXAMINED THE PROJECT AND ALL OTHER MATTERS PERTAINING TO THE PROPOSED WORK; AND THAT WE PROPOSE TO FURNISH ALL LABOR, EQUIPMENT AND MATERIALS NECESSARY TO COMPLETE THE WORK IN FULL ACCORDANCE WITH THE CONTRACT DOCUMENTS AT THE TOTAL BID PRICE: Fifty Thousand Three Hundred Dollars \$50,300 -

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Jeffrey Lombardy, Secretary
Representative's Signature: [Signature]
Name of Company: Lombardy Door Sales + Service Corp.
Tel. No.: _____ Date: 5-8-17

973-759-0016

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 USC 5121 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Jeff Lombardi, Secretary
Representative's Signature: [Signature]
Name of Company: Lombardi Door Sales & Service Corp.
Tel. No.: 973-259-0016 Date: 5-8-17

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Lombardy Door Sales & Service Corp
Address : 734 Belleville Ave. Belleville, NJ 07004
Telephone No. : 973-759-0016
Contact Name : Jeff Lombardy

Please check applicable category :

Minority Owned Business (MBE) _____
Minority & Woman Owned Business (MWBE) _____
Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan Native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Lombardy Door Sales & Service Corp
Address: 734 Belleville Ave. Belleville, NJ 07009
Telephone No.: 973-759-0016
Contact Name: Scff Lombardy

Please check applicable category:

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 287
TRENTON, NJ 08646-0287

TAXPAYER NAME:

LOMBARDY DOOR SALES & SERVICE CORP

TAXPAYER IDENTIFICATION#:

TRADE NAME:

SEQUENCE NUMBER:

102107

ADDRESS:

734 BELLEVILLE
BELLEVILLE, NJ 07003

EFFECTIVE DATE:

02/24/71

ISSUANCE DATE:

08/10/04

John S. Tully
Acting Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certificate Number
607301

Registration Date: 03/08/2016
Expiration Date: 03/07/2018



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Lombardy Door Sales & Service Corporation

Responsible Representative(s):

Michael G. Lombardy, President
Jeffrey Lombardy, Secretary

Responsible Representative(s):

Michael H. Lombardy, Vice-President

2016

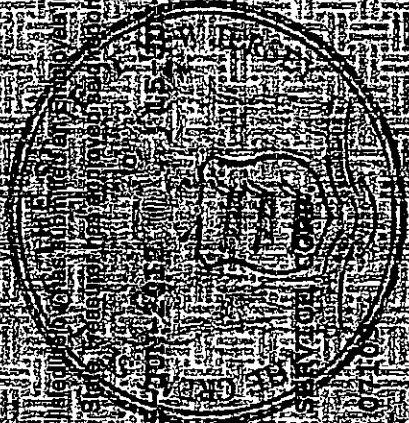
A handwritten signature in black ink, reading "Harold J. Wirths".

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner
of Labor and Workforce Development.

CERTIFICATE OF EMPLOYEE INFORMATION REPORT



2019

LOMBARDY POOR SALES & SERVICE CORP.
134 BELLEVILLE AVE.
BELLEVILLE, MO 63401



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0102107 FOR LOMBARDY DOOR SALES & SERVICE CORP IS
VALID.

VERIFIED
PC

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-444

Agenda No. 10.1

Approved: MAY 24 2017

TITLE:



RESOLUTION AMENDING A CONTRACT WITH TURN OUT FIRE & SAFETY, INC. FOR THE REPLACEMENT OF PERSONAL PROTECTIVE AND GEAR EQUIPMENT (PPE) UNDER STATE CONTRACT FOR DEPARTMENT OF PUBLIC SAFETY, FIRE DIVISION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution 17-322, approved on April 12, 2017, awarded a contract to Turn Out Fire & Safety, Inc. in the amount of \$150,000.00 for the replacement of contaminated personal protection gear and equipment for the Fire Division, pursuant to N.J.S.A. 40A:11-12 because Turn Out Fire & Safety, Inc. is the holder of state contracts A80947 and A80953; and

WHEREAS, the City of Jersey City (City) needs to increase the contract amount with Turn Out Fire & Safety, Inc. by an additional \$200,000.00 because the City needs to replace additional contaminated gear and equipment that is covered by the state contract; and

WHEREAS, funds are available for this contract in the Fire's Trust Account 17-289-56-000-002; and

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

1. The City's contract with Turn Out Fire & Safety, Inc. is amended to increase the contract amount by an additional \$200,000.00 for a total contract amount of \$350,000.00.
2. The term of the contract will be completed upon the delivery of the goods and services.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 fiscal year permanent budget.

(Continued on Page 2)

City Clerk File No. Res. 17-444Agenda No. 10.1 MAY 24 2017

TITLE: **RESOLUTION AMENDING A CONTRACT WITH TURN OUT FIRE & SAFETY, INC. FOR THE REPLACEMENT OF PERSONAL PROTECTIVE AND GEAR EQUIPMENT (PPE) UNDER STATE CONTRACT FOR DEPARTMENT OF PUBLIC SAFETY, FIRE DIVISION**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the Trust Account;

Account	P.O. #	State Contract	Total Contract	Temp Enc
17-289-56-000-002	125069	A80947, A80953	\$200,000.00	\$100,000.00

Approved by Peter Folgado, Director of Purchasing
RPPO, QPA,

5/12/17
Date

PF/pv/RR
5/11/17

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.24.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	/			YUN	/			RIVERA	/		
GADSDEN	/			OSBORNE	/			WATTERMAN	/		
BOGGIANO	/			ROBINSON	/			LAVARRO, PRES	/		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AMENDING A CONTRACT WITH TURN OUT FIRE & SAFETY, INC. FOR THE REPLACEMENT OF PERSONAL PROTECTIVE GEAR AND EQUIPMENT (PPE) UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, FIRE DIVISION

Initiator

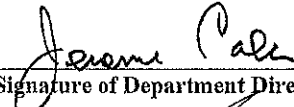
Department/Division	PUBLIC SAFETY	Fire
Name/Title	Jerome Cala	Deputy Director Public Safety
Phone/email	4239	JCala@njicps.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To replace additional personal protective gear and equipment contaminated with asbestos.

I certify that all the facts presented herein are accurate.



Signature of Department Director

5/12/17
Date



Signature of Purchasing Director

5/12/17
Date



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TURN OUT FIRE & SAFETY, INC.

Trade Name:

Address: 3468 KENNEDY BLVD
JERSEY CITY, NJ 07307-4112

Certificate Number: 0101743

Effective Date: October 11, 2001

Date of Issuance: May 11, 2017

For Office Use Only:

20170511123942978

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Representative's Signature:

Name of Company:

Tel. No.: 201 963 9312

Date:

Joseph Chan
Turn out fire & safety
1/30/17

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____ (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other action available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title: JUAN OY FIRC + S

Representative's Signature: [Signature]

Name of Company: THE ENT INC

Tel. No.: 721 963 9311

Date: 1/30/11

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: TURN OUT FIRE + SAFETY, INC
Address: 3468 KENNEDY AVE JC
Telephone No: 2019639312
Contact Name: JOSEPH Chusold

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-322

Agenda No. 10.Z.10.

Approved: APR 12 2017

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO TURN-OUT FIRE & SAFETY, INC. FOR THE REPLACEMENT OF PERSONAL PROTECTIVE AND GEAR EQUIPMENT (PPE) UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Division of Fire personal protective equipment became contaminated with asbestos; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

WHEREAS, Turn-Out Fire & Safety Inc., 3468 JFK Boulevard, Jersey City, New Jersey 07307 is in possession of State Contract No's. A80947 and A80953, and will provide personal protective equipment for a total contract amount of one hundred fifty thousand dollars (\$150,000.00); and

WHEREAS, funds are available for this contract in the Capital Account;

Acct #	P.O. #	State Contract	Total Contract	Temp Enc
17-293-56-000-002	124580	A80947, A80953	\$150,000.00	\$130,000.00

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

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

1. A contract in the amount of \$150,000.00 is awarded to Turn-Out Fire & Safety Inc. for the replacement of personal protective gear and equipment.
2. The term of the contract will be completed upon the delivery of the goods or services.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 fiscal year permanent budget.

(Continued to page 2)

City Clerk File No. Res. 17-322Agenda No. 10.Z.10 APR 12 2017

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO TURN-OUT FIRE & SAFETY, INC. FOR THE REPLACEMENT OF PERSONAL PROTECTIVE AND GEAR EQUIPMENT (PPE) UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the Operating Account.

Acct #	P.O. #	State Contract	Total Contract	Temp Enc
17-293-56-000-002	124580	A80947, A80953	\$150,000.00	\$130,000.00

Approved by Peter Folgado, Director of Purchasing
RPPO, QPA

April 3, 2017
Date

PF/pv
4/03/17

APPROVED: [Signature]

APPROVED: [Signature]

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-445

Agenda No. 10.J

Approved: MAY 24 2017

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO UNIVERSAL VENDING MANAGEMENT LLC TO PROVIDE THE CITY OF JERSEY CITY (CITY) WITH VENDING MACHINES UNDER STATE CONTRACT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Purchasing Agent acting within his authority and in conformance with the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq., publicly advertised for proposals to provide the City of Jersey City ("City") with vending machines at various City of Jersey City ("City") facilities; and

WHEREAS, on January 14, 2016, the City received one proposal from Culinary Ventures Vending; and

WHEREAS, pursuant to N.J.S.A. 40A:11-13.2(f), the City may reject all proposals if the City decides to use a State contract for the goods or services that it publicly advertised for proposals; and

WHEREAS, N.J.S.A. 40A:11-12 authorizes the City to use a State contract without public bidding; and

WHEREAS, Universal Vending Management LLC, 425 North Avenue East, P.O. Box 130, Westfield, New Jersey 07090 is in possession of State Contract No. A83672, and submitted a proposal to provide the City with vending machines; and

WHEREAS, the City receives a commission payment based on net sales from vending machines and there is no cost to the City; and

WHEREAS, the State Contract term is for one (1) year effective June 1, 2017; and

WHEREAS, the payment offered to the City under the State contract is better than the payment that the City would receive through the public bidding process (the State contract provides for a monthly commission to the City of 32.6% of net sales and the bid provides for a commission payment to the City of 17% of net sales); and

WHEREAS, the City's Business Administrator recommends that the one proposal submitted by Culinary Ventures Vending be rejected and that the contract be awarded to Universal Vending Management LLC who holds State Contract No. A83672.

(Continued on page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO UNIVERSAL VENDING MANAGEMENT LLC TO PROVIDE THE CITY OF JERSEY CITY (CITY) WITH VENDING MACHINES UNDER STATE CONTRACT

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

1. Because of the reasons stated above which are incorporated herein, the one proposal received by the City on January 14, 2016 for providing vending machines is rejected.
2. Pursuant to N.J.S.A. 40A:11-12, a concession contract is awarded to Universal Vending Management LLC to provide the City with vending machines at various City facilities.
3. The contract term is for one year effective June 1, 2017 and is at no cost to the City because it is a concession contract.

Approved by Peter Folgado
Peter Folgado, Director of Purchasing
RPPO, QPA

5/12/17
Date

PF/pv/RR
5/11/17

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

Corporation Counsel

Certification Required ☐

Not Required

☒ APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											5.24.17
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	/			YUN	/			RIVERA	/		
GADSDEN	/			OSBORNE	/			WATTERMAN	/		
BOGGIANO	/			ROBINSON	/			LAVARRO, PRES	/		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO UNIVERSAL VENDING MANAGEMENT LLC TO PROVIDE VENDING MACHINES TO THE CITY OF JERSEY CITY (CITY)

Project Manager

Department/Division	DPW	Administrative Services
Name/Title	Steve Miller	Confidential Assistant
Phone/email	201-547-4904	stevem@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

- ❖ The City of Jersey City ("City") has a need for vending machine services at various locations throughout the City.
- ❖ N.J.S.A. 40A:11-12 authorizes the City to use a State Contract without public bidding.
- ❖ Universal Vending Management, LLC, 425 North Avenue East, Westfield, New Jersey 07090 is in possession of State Contract No. 83672 and submitted a proposal to provide the City with vending machines.
- ❖ Universal Vending Management LLC will provide the vending machines at no cost to the City and will pay the City a monthly commission of 32.6% of net sales.

Cost (Identify all sources and amounts)

None

Contract term (include all proposed renewals)

The term of the contract is one (1) year effective June 1, 2017

Type of award

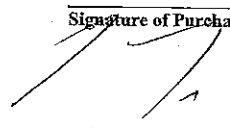
If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director 

Date 5/9/17

Signature of Purchasing Director 

Date 5/12/17



State of New Jersey

CHRIS CHRISTIE
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
33 WEST STATE STREET
P. O. BOX 230
TRENTON, NEW JERSEY 08625-0230
<https://www.njstart.gov>

FORD M. SCUDDER
Acting State Treasurer

KIM GUADAGNO
Lt. Governor

MAURICE GRIFFIN
Acting Director

AMENDMENT #7 T-0644

SOLICITATION # 13-X-22843

Contract Extension

TO: All State Agencies

DATE: April 6, 2017

FROM: Brian Gallagher, Procurement Specialist

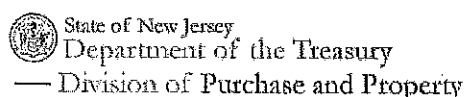
SUBJECT: Vending Machine Product Sales and Related Services – CBVI
Contract #83672

CONTRACT PERIOD: 05/01/13 to 04/30/18

Original Contract Period: May 1, 2013 – April 30, 2016 (3 years)
1st Extension: May 1, 2016 – April 30, 2017 (1 year)
2nd Extension: May 1, 2017 – April 30, 2018 (1 year)

Please Note: The contract with Universal Vending Management, LLC., with all of the current terms and conditions including price, has been extended for (1) one year beginning May 1, 2017, and ending April 30, 2018.

**All other contract pricing, terms, and conditions shall remain unchanged.
Please file a copy of this Amendment with your Notice of Award for reference.**



Governor Chris Christie • Lt. Governor Kim Guadagno

Search

NJ Home | Services A to Z | Departments/Agencies | FAQs

**Notice of Award
Term Contract(s)**

**T-0644
VENDING MACHINE PRODUCT SALES AND
RELATED SERVICES - CBVI**

Vendor Information
By Vendor
RFP Documents
Email to BRIAN GALLAGHER

**Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to
view all documents)**

Download All Documents

- [State Contract Manager Adobe PDF \(14 kb\)](#)
- [Subcontractor List Adobe PDF \(26 kb\)](#)
- [Amendment #1 - Additional Distributors Adobe PDF \(32 kb\)](#)
- [Amendment #2 - Additional Distributors Adobe PDF \(32 kb\)](#)
- [Amendment #3 - Price Adjustment Adobe PDF \(16 kb\)](#)
- [Amendment #4 - Additional Distributors Adobe PDF \(38 kb\)](#)
- [Amendment #5 - Contract Extension #1 to 4/30/2017 Adobe PDF \(43 kb\)](#)
- [Amendment #6 - Additional Distributors Adobe PDF \(610 kb\)](#)
- [Amendment #7 - Contract Extension #2 to 4/30/2018 Adobe PDF \(13 kb\)](#)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

NOAs By Number**NOAs By Title****Search NOAs**

Index #:	T-0644
Contract #:	83672
Contract Period:	FROM: 05/01/13 TO: 04/30/18
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	UNIVERSAL VENDING MANAGEMENT 425 NORTH AVENUE EAST WESTFIELD, NJ 07090
For Procurement Bureau Use:	
Solicitation #:	22843
Bid Open Date:	01/03/13
CID #:	1040836
Commodity Code:	961-15

Set-Aside: NONE

CONDITIONS AND METHODS OF OPERATION

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination

B. Method of Operation - State Agencies Only:

Issue an agency purchase order to the appropriate contract vendor(s).

***IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator
PO Box 230
Trenton, NJ 08625
(609) 984-7047

In the event of an emergency, contact the following in the order listed:

BRIAN GALLAGHER	PROCUREMENT SPECIALIST	609-984-9703
KAITLYN WOOLFORD	PROCUREMENT SPECIALIST SUPERVISOR	609-943-5415
GREGG OLIVERA	ASSISTANT DIRECTOR	609-984-0756
	PUB DATE:	04/04/17

VENDOR INFORMATION

Vendor Name & Address:	UNIVERSAL VENDING MANAGEMENT 425 NORTH AVENUE EAST WESTFIELD, NJ 07090
Contact Person:	MELONIE MARANO
Contact Phone:	908-233-4373
Order Fax:	908-233-4898
Contract#:	83672
Expiration Date:	04/30/18
Terms:	NONE
Delivery:	SPECIFIED ELSEWHERE
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	

CONTRACT ITEMS/SERVICES BY VENDOR

Vendor: UNIVERSAL VENDING MANAGEMENT Contract Number: 83672					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 961-15-084571 [MISCELLANEOUS SERVICES, NO. 1 (NOT...)] ITEM DESCRIPTION: VENDING MACHINE SERVICES - REBATE PERCENTAGE OF NET SALES - TOTAL OF NET RECEIPTS FROM VENDING SALES WILL BE USED IN THE CALCULATION OF THE AMOUNT REBATED TO THE STATE.	1.000	PCNT	32.60%	N/A

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Downloadable RFP Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

[Download All Documents](#)

- [NJ Standard Terms and Conditions](#) Adobe PDF (93 kb)
- [RFP TEXT](#) Adobe PDF (468 kb)
- [Exhibit # 1 - Statewide Bidding Information](#) Excel Document (kb)
- [Exhibit # 2 - Fixed Retail Price Sheet](#) Adobe PDF (6 kb)
- [NJ Standard RFP Forms](#) Adobe PDF (1 mb)
- [Bidder Data Packet](#) Adobe PDF (51 kb)
- [Cooperative Purchase Form](#) Adobe PDF (510 kb)
- [Signatory Page](#) Adobe PDF (53 kb)
- [Price Sheet](#) Adobe PDF (55 kb)
- [Addendum # 1 - Responses to Electronic Questions](#) Adobe PDF (34 kb)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

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Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-446
Agenda No. 10-K
Approved: MAY 24 2017
TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A COMPETATIVELY BID CONTRACT TO FITZGERALD & HALLIDAY, INC. TO PROVIDE PROFESSIONAL PLANNING SERVICES FOR THE DEVELOPMENT OF A PEDESTRIAN ENHANCEMENT PLAN ADMINISTERED BY THE DIVISION OF CITY PLANNING

WHEREAS, the City of Jersey City ("City") requires the services of a consultant to provide professional planning services for a City-wide Pedestrian Enhancement Plan; and

WHEREAS, the City may acquire these services pursuant to the competitive contracting provisions of N.J.S.A. 40A:11-4.1 et seq.; and

WHEREAS, the Municipal Council approved Resolution 17-084 on February 8, 2017, authorizing the use of competitive contracting for this purpose; and

WHEREAS, a Request for Proposals (RFP) was issued by the City on February 21, 2017; and

WHEREAS, on March 21, 2017 the City received five proposals in response to the RFP; and

WHEREAS, a committee appointed by the City's Business Administrator pursuant to N.J.A.C. 5:34-4.3 reviewed the proposals and prepared a report attached hereto recommending that the contract be awarded to Fitzgerald & Halliday, Inc. ("FHI"); and

WHEREAS, the contract term is one year and FHI agrees to provide professional planning services for a total contract amount of \$179,497.66; and

WHEREAS, funds in the amount of \$179,497.66 are available in account no. 02-213-40-698;

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

1. Pursuant to N.J.S.A. 40A: 11-4.1 et seq., a contract is awarded to FHI to provide consulting services to develop a Pedestrian Enhancement Plan;
2. The term of the contract is one (1) year and the total cost of the contract is \$179,497.66;
3. Subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute a contract in substantially the form of the attached;
4. Notice of this action shall be published in a newspaper of general circulation within the municipality within 10 days of this award;
5. The resolution authorizing the award of this contract and contract itself shall be available for public inspection;
6. The award of this contract shall be subject to the condition that FHI provides satisfactory evidence of compliance with the Affirmative Action Amendments to Law against Discrimination, N.J.S.A. 10:5-31 et seq.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-446

pg. # 2

Agenda No. 10.K

Approved: MAY 24 2017

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A COMPETATIVELY BID CONTRACT TO FITZGERALD & HALLIDAY, INC. TO PROVIDE PROFESSIONAL PLANNING SERVICES FOR THE DEVELOPMENT OF A PEDESTRIAN ENHANCEMENT PLAN ADMINISTERED BY THE DIVISION OF CITY PLANNING

1. Upon certification by an official or employee of the City authorized to accept the services pursuant to the contract, that the services have been provided and that the requirements of the contract met, then; payment to the consultant shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

Donna Mauer Donna Mauer, Chief Financial Officer, certify that funds in the amount of \$179,497.66 are available in Account No. 02-213-40-698-314. The Requisition number is 0179179. The purchase order number is 125119.

Annisia Cialone
Annisia Cialone, Director
Division of City Planning

APPROVED: [Signature]
APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.24.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	/			YUN	/			RIVERA	/		
GADSDEN	/			OSBORNE	/			WATTERMAN	/		
BOGGIANO	/			ROBINSON	/			LAVARRO, PRES	/		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A COMPETATIVELY BID CONTRACT TO FITZGERALD & HALLIDAY, INC. TO PROVIDE PROFESSIONAL PLANNING SERVICES FOR THE DEVELOPMENT OF A PEDESTRIAN ENHANCEMENT PLAN ADMINISTERED BY THE DIVISION OF CITY PLANNING

Project Manager

Department/Division	Housing, Economic Development, & Commerce	City Planning
Name/Title	Annisia Cialone, AICP, Planning Director	Barkha R Patel, Senior Planner
Phone/email	201-547-5010; acialone@jcnj.org	201-547-5010; bpatel@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The purpose of this resolution is to award a competitively bid contract to the firm Fitzgerald & Halliday Inc. (FHI), to provide consulting services for the development of a Pedestrian Enhancement Plan for the City of Jersey City.

Cost (Identify all sources and amounts)

\$179,497.66 (Grant; City Funds)

Contract term (include all proposed renewals)

12 months

Type of award

Competitive Contracting

If "Other Exception", enter type

Additional Information

The City received grant funding from the North Jersey Transportation Planning Authority (NJTPA) FY 2017-2018 Subregional Studies Program for \$180,000 to prepare a Pedestrian Enhancement Plan (PEP). The purpose of a PEP is to identify specific improvements, related to both safety and placemaking, in order to support a pedestrian-friendly environment along City streets.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

5/15/17

JERSEY CITY

DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT & COMMERCE DIVISION OF CITY PLANNING



ROBERT D. COTTER, PP, FAICP
PLANNING DIRECTOR

STEVEN M. FULOP, MAYOR
ANTHONY CRUZ, DIRECTOR

DATE: May 1, 2017
TO: Rolando Lavarro, Council President and Municipal Council
FROM: Annisia Cialone, AICP, Director, Division of City Planning
SUBJECT: Recommendation to Award Contract
Pedestrian Enhancement Plan

Attached for your consideration is a Resolution authorizing award of a contract between the City and Fitzgerald & Halliday Inc. for the Division of City Planning Project - Pedestrian Enhancement Plan. A Request for Proposals was issued compliant with the Competitive Contracting statutes (N.J.S.A. 40A:11-4.1 et seq.) and five (5) bid proposals were received on March 21, 2017. The base contract amount is \$179,497.66. Funds for this project are available under Account No. 02-213-40-698-314.

Attachments

CC: Anthony Cruz, HEDC
Barkha R Patel, HEDC, Planning
Peter Folgado, Purchasing Division



City of Jersey City, NJ
Department of Housing, Economic Development & Commerce
Division of City Planning

Evaluation of Pedestrian Enhancement Plan Proposals
May 1, 2017

Background

Competitive contracting (N.J.S.A. 40A:11- 4.1 et seq) was employed to solicit proposals that would attract the best qualified solutions. The RFP was issued on February 21, 2017 is contained in Appendix A. On March 21, 2017 the City received five responses to the original Request for Proposals and the initial evaluation process began.

Introduction/Scope of Services

The City solicited proposals a Pedestrian Enhancement Plan. Development of the PEP will involve a robust public outreach component, including a walkability workshop tailored to one corridor in each of the City's six wards. The study will be informed by various factors, including crash data, site visits, and input from stakeholders and the public during meetings and facilitated workshops, which will be held in each ward. The scope of services, as detailed in the RFP consists of the following:

Task 1: Project Management

The Consultant project manager shall prepare and submit monthly progress reports and invoices, progress meeting agendas and minutes, and a detailed progress schedule to be maintained on a regular basis. City and consultant project managers, along with NJTPA, will participate in biweekly conference calls, a project kick-off meeting, and up to five (5) interagency meetings.

Task 2: Data Collection, Review and Analysis

Consultant shall meet regularly with the Technical Advisory Committee, and compile and synthesize all relevant data in order to assess current conditions, which will ultimately inform the selection of priority corridors for detailed study. This task will also include a review of relevant previously completed work. At the conclusion of this phase of work, Public Meeting 1 shall be held during Month 3 in order to present findings from the data collection to the public and introduce the public to the study.

Task 3: Corridor Selection and Development of Workshop Goals

With input from the City project manager and the TAC, the Consultant shall develop a methodology such as a scoring of weighted selection criteria informed by data collection findings and review, to identify priority corridors. The Consultant shall also develop a methodology for corridor analysis, including goals and objectives for the Walkability Workshops, as well as the workshop format and templates for materials for distribution at the workshops.

Task 4: Conduct Workshops

Consultant, with input from the TAC, shall finalize selection of priority corridors for Walkability Workshops. The Consultant shall prepare all workshop materials. The Consultant shall prepare a replicable methodology for walkability workshops to serve as a guide so that the City can conduct future walking audits. The Consultant shall prepare summaries of all walkability workshops, with a focus on the identified concerns and potential recommendations that will be incorporated into workshop reports.

Task 5: Develop Recommendations

The Consultant shall prepare a report that summarizes the events of each walkability workshop, and outcomes of the workshop, including recommendations with a proposed implementation strategy. The Consultant shall prepare an individual visual report for each walkability workshop, including a summary of the workshop events, outcomes, recommendations, and an implementation strategy. These reports should include conceptual illustrations of location-specific recommendations, where applicable. The Consultant shall submit digital copies of all workshop. The Consultant shall prepare Technical Memorandum 3 that summarizes overarching recommendations related to both physical improvements and policy, as well as a summary of Public Meeting 2 and public comments.

Evaluation Process

The evaluation process consisted of the following steps:

- Initial independent review of proposals
- Committee meeting to discuss technical proposals and scores assigned to each
- Interviews with three highest scoring proposals
- Final review and submission of evaluation matrix

Summary of Proposals

There were five proposals submitted.

1. Fitzgerald and Halliday Inc. submitted a proposal with Street Plans Collaborative as a sub-consultant. The proposed total cost is \$179,497.66. The proposal identifies several alternatives to traditional public meetings, and innovative ways to engage the City's communities. The Respondent emphasizes Public Outreach. The proposal demonstrates a graphics-oriented deliverables and successfully addresses all of the needs stated in the RFP.
2. Info Tran Engineers, PC submitted a proposal with H2M as a sub-consultant. The proposed total cost is \$159,437.24. The Respondent focuses more on the technical aspects of the study, such as traffic counts and analysis, than the community engagement and education component. The project team does not demonstrate much experience with pedestrian planning projects in an urban environment.
3. Sam Schwartz Engineering submitted a proposal with Nishuane Group, LLC and Arterial as sub-consultants. The proposed total cost is \$178,812. The project team is well-versed in pedestrian and bicycle planning projects. The proposal does not offer a robust, creative engagement component.
4. NV5 submitted a proposal with WSP and Civic Eye Collaborative as sub-consultants. The proposed total cost is \$176,514.66. The project team is extremely experienced with pedestrian planning in the state and in Jersey City. The proposal focuses on good design and realistic recommendations.
5. McCormick Taylor Inc. submitted a proposal with Project for Public Spaces and Mercer Planning Associates as sub-consultants. The proposed total cost is \$175,225.07. The project approach emphasizes the community as the expert and the Respondent identifies the opportunity to create short-term change on the City's streets through a lighter-quicker-cheaper approach.

Appendix A: RFP (attached separately)



City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Pedestrian Enhancement Plan

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

BARKHA R PATEL

Print Name

[Signature]

Signature

4.4.17

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Pedestrian Enhancement Plan

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Jennifer Buison

Print Name

Jennifer Buison

Signature

4/4/17

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



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Aimee Jefferson

Print Name

Aimee Jefferson

Signature

4/4/17

Date

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City of Jersey City
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Competitive Contracting Evaluation: Pedestrian Enhancement Plan

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Brian Platt

Print Name



Signature

4/4/17

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Pedestrian Enhancement Plan

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Andrew Vischio

Print Name

[Signature]

Signature

4/4/17

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Pedestrian Enhancement Plan

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Maryann Bucciccarten
Print Name

[Signature]
Signature

2/14/17
Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Pedestrian Enhancement Plan

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Annisia Cialone

Print Name

[Signature]

Signature

4.4.17

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.

Appendix C: Proposal Evaluation Spreadsheets

Proposal Evaluation Guidance

Evaluation Scores

Proposals shall be evaluated based on the weighted evaluation criteria stated in the RFP and on the attached evaluation form. The summary of each reviewer's scores will be the basis for making the final vendor selection. When assessing points for each evaluation criteria, reviewers shall assign points (total 100), which will then be multiplied by the assigned weights (i.e.: 0, 1, 2) to calculate the total weighted scores. Formulas are provided in the Evaluation Scores Summary Table to automatically calculate the weighted scores. The maximum possible weighted score is 200 (100*2, total possible points*highest possible weight). Note, only whole numbers should be applied (no fractions).

Weight	Guidance
2	All requirements met or exceeded
1	Some or most requirements met
0	Poor, no requirements met

*** TOTAL WEIGHTED SCORE = [TOTAL ASSIGNED POINTS] x [WEIGHT]**

Comments - Identifying Strengths, Weaknesses & Risks

Reviewers must identify and document, as part of the evaluation ratings, strengths, weaknesses and risks for each proposal. Numerical scores and ratings must be supported with specific details as to why the proposal is weak or risky. The strengths, weakness and risks form a large part of the selection rational. However, that fact that a proposal is deficient, weak or at risk in some areas does not mean that it should be excluded from further consideration.

CONSULTANT PROPOSAL EVALUATION FORM

Pedestrian Enhancement Plan

	CRITERIA	POSSIBLE POINTS	CONSULTANT		
			NAME		
			TOTAL POINTS	WEIGHT (0,1,2)	TOTAL WEIGHTED SCORE *
1	Cost Proposal	20			
2	Consultant Team Qualifications (Including but not limited to organizational capacity, project management ability, qualifications of assigned staff, past projects of assigned staff)	15			
3	Technical Approach (Including but not limited to data collection/survey methodology)	20			
4	Understanding of Scope of Work (Including but not limited to familiarity with Jersey City)	15			
5	Creativity and Innovative Ideas	10			
6	Schedule and Deliverables	15			
7	Commitment to Diversity	5			
OVERALL TOTAL SCORE		100	0		
RANKING					

* TOTAL WEIGHTED SCORE PER EVALUATION CRITERIA = [TOTAL ASSIGNED POINTS] X [WEIGHT]

EVALUATED BY: _____

AGENCY: _____

DATE: _____

COMMENTS:

CONSULTANT PROPOSAL EVALUATION FORM**Pedestrian Enhancement Plan**

	Reviewer	CONSULTANT: Fitzgerald & Halliday, Street Plans Collaborative							TOTAL
		Cost (40)	Qualifications (30)	Approach (40)	Scope of Work (30)	Creativity (20)	Schedule (30)	Diversity (10)	
1	Andrew Vischio	40	24	40	20	18	30	10	182
2	Annicia Cialone	34	26	36	30	18	30	10	184
3	Aimee Jefferson	40	24	30	26	20	30	8	186
4	Barkha Patel	34	20	40	30	20	30	10	184
5	Brian Platt	30	25	20	20	20	30	10	155
6	Jennifer Buison	20	30	20	30	20	30	10	160
7	Maryann Bucci-Carter	40	20	40	30	20	30	10	200
TOTAL SCORE		238	169	226	186	136	210	68	1233
Median		34	24	32	27	19	30	10	

CONSULTANT PROPOSAL EVALUATION FORM**Pedestrian Enhancement Plan**

	Reviewer	CONSULTANT: Info Tran Engineers, H2M							TOTAL
		Cost (40)	Qualifications (30)	Approach (40)	Scope of Work (30)	Creativity (20)	Schedule (30)	Diversity (10)	
1	Andrew Vischio	40	5	38	10	5	30	10	138
2	Annicia Cialone	40	20	30	20	2	20	10	142
3	Aimee Jefferson	30	12	30	10	10	10	6	108
4	Barkha Patel	34	20	20	24	4	8	10	120
5	Brian Platt	36	16	20	12	10	30	10	130
6	Jennifer Buison	40	15	20	15	10	30	5	135
7	Maryann Bucci-Carter	40	30	5	5	0	30	10	120
TOTAL SCORE		260	118	163	96	41	158	61	897
Median		37	17	23	14	6	23	9	

CONSULTANT PROPOSAL EVALUATION FORM**Pedestrian Enhancement Plan**

	Reviewer	CONSULTANT: Sam Schwartz, Nishuane Group, Arterial							TOTAL
		Cost (40)	Qualifications (30)	Approach (40)	Scope of Work (30)	Creativity (20)	Schedule (30)	Diversity (10)	
1	Andrew Vischio	40	18	36	24	18	30	10	176
2	Annicia Cialone	32	16	30	20	10	30	8	146
3	Aimee Jefferson	36	26	15	13	18	28	8	186
4	Barkha Patel	28	34	28	10	20	10	26	156
5	Brian Platt	30	20	20	20	16	30		146
6	Jennifer Buison	20	30	20	30	10	30	10	150
7	Maryann Bucci-Carter	40	20	30	20	10	20	10	150
TOTAL SCORE		226	164	179	137	102	178	72	1058
Median		32	23	26	20	15	25	10	

CONSULTANT PROPOSAL EVALUATION FORM**Pedestrian Enhancement Plan**

	Reviewer	CONSULTANT: NV5, WSP, Civic Eye Collaborative							TOTAL
		Cost (40)	Qualifications (30)	Approach (40)	Scope of Work (30)	Creativity (20)	Schedule (30)	Diversity (10)	
1	Andrew Vischio	40	26	38	26	7	30	10	177
2	Annicia Cialone	36	28	40	30	16	30	6	186
3	Aimee Jefferson	38	28	38	28	14	30	10	186
4	Barkha Patel	34	30	34	30	10	26	8	172
5	Brian Platt	30	20	30	22	12	30	10	154
6	Jennifer Buisson	20	30	40	30	10	30	10	170
7	Maryann Bucci-Carter	40	30	15	10	3	30	10	138
TOTAL SCORE		238	192	235	176	72	206	64	1183
Median		34	27	34	25	10	29	9	

CONSULTANT PROPOSAL EVALUATION FORM**Pedestrian Enhancement Plan**

	Reviewer	CONSULTANT: McCormick Taylor, Project for Public Spaces, Mercer Planning Associates							TOTAL
		Cost (40)	Qualifications (30)	Approach (40)	Scope of Work (30)	Creativity (20)	Schedule (30)	Diversity (10)	
1	Andrew Vischio	40	22	40	24	7	30	10	173
2	Annicia Cialone	38	30	40	30	20	30	8	196
3	Aimee Jefferson	40	13	34	28	20	28	8	186
4	Barkha Patel	36	28	30	30	16	30	10	180
5	Brian Platt	30	20	36	10	16	30	10	152
6	Jennifer Buison	40	30	20	30	20	30	10	180
7	Maryann Bucci-Carter	40	30	5	10	2	30	10	127
TOTAL SCORE		264	173	205	162	101	208	66	1179
Median		38	25	29	23	14	30	9	

CONSULTANT PROPOSAL EVALUATION FORM**Pedestrian Enhancement Plan**

Rank	Consultant	Cost (20/40)	Qualifications (15/30)	Approach (20/40)	Scope of Work (15/30)	Creativity (10/20)	Schedule (15/30)	Diversity (5/10)	TOTAL
1	Fitzgerald & Halliday, Street Plans Collaborative	238	169	226	186	136	210	68	1233
5	Info Tran Engineers, H2M	260	118	163	96	41	158	61	897
4	Sam Schwartz, Nishuane Group, Arterial	226	164	179	137	102	178	72	1058
2	NV5, WSP, Civic Eye Collaborative	238	192	235	176	72	206	64	1183
3	McCormick Taylor, Project for Public Spaces, Mercer Planning Associates	264	173	205	162	101	208	66	1179

CONSULTANT PROPOSAL EVALUATION FORM**Pedestrian Enhancement Plan**

Rank	Consultant	Cost (40)	Qualifications (30)	Approach (40)	Scope of Work (30)	Creativity (20)	Schedule (30)	Diversity (10)	TOTAL (from median)
1	Fitzgerald & Halliday, Street Plans Collaborative	34	24	32	27	19	30	10	176
5	Info Tran Engineers, H2M	37	17	23	14	6	23	9	128
4	Sam Schwartz, Nishuane Group, Arterial	32	23	26	20	15	25	10	151
2	NV5, WSP, Civic Eye Collaborative	34	27	34	25	10	29	9	169
3	McCormick Taylor, Project for Public Spaces, Mercer Planning Associates	38	25	29	23	14	30	9	168

Appendix D: Interview Questions

Please be prepared to give a 15-minute presentation that answers the following questions while focusing on your project approach.

1. Please describe your team's previous experience with similar projects in a highly-urbanized area. How does the setting affect your team's approach to the project? Which location in which you have previously worked does Jersey City most resemble?
2. How flexible is your budget and staffing plan?
3. Please describe the roles of your sub-consultants. Have prime and sub-consultants worked together under a similar arrangement in the past?

The objectives of this study are to improve safety as well as aesthetics in order to sustain a pedestrian-friendly environment along the City's streets. These objectives require the strategic coordination of technical knowledge and innovative outreach.

4. What kind of technical expertise and best practice knowledge can your team provide to support pedestrian recommendations that may affect other users (transit, motorists, freight, etc.)? How would you prioritize such changes against the need for parking, commercial loading or vehicle capacity?
5. What role do you imagine the community playing in this study?

The City's priority is to provide great, walkable urban streets that are comfortable, safe, beautiful and interesting for all of its users. This study will establish a rational and replicable methodology to identify improvements that support this vision.

6. How will the Walkability Workshops inform your recommendations and final report?
7. How do you see the City using the final product of this study 5 to 10 years from its completion? How do you imagine the City might use the final product to influence its street network?

AGREEMENT

AGREEMENT made this ____ day of _____, 2017 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("City"), City Hall, 280 Grove Street, Jersey City, New Jersey 07302 and FITZGERALD & HALLIDAY, INC., ("FHI" or "Contractor"), 11 Hanover Square, 3rd Floor, New York, New York 10005

WHEREAS, the City requires the services of a consultant to provide professional planning services for a City-wide Pedestrian Enhancement Plan; and

WHEREAS, the Municipal Council approved Resolution 15-524 on July 15, 2015, authorizing the use of competitive contracting for this purpose; and

WHEREAS, a Request for Proposals (RFP) for these services was issued by the City on February 21, 2017; and

WHEREAS, on March 21, 2017, the City received five proposals; and

WHEREAS, a review committee appointed by the City's Business Administrator pursuant to N.J.A.C. 5:34-4.3 reviewed the proposals and recommended that the contract be awarded to FHI; and

WHEREAS, Resolution _____ approved on _____, 2017 authorized this Agreement between the City and FHI.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I Purpose of Agreement

The purpose of this Agreement is for Contractor to provide the City with professional planning services for a City-wide Pedestrian Enhancement Plan.

ARTICLE II Scope of Services

1. Contractor shall perform for the City all the services as described in the Contract Terms (Exhibit "A"), the City's RFP (Exhibit "B"), and the Contractor's Proposal (Exhibit "C"), which

are attached hereto and incorporated herein by reference (Contract Documents). The contract consists of this Agreement and the Contract Documents. This Agreement and the Contract Documents are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the Contract Documents, the provisions of this Agreement shall govern over the provisions of the Contract Documents; the provisions of the Contract Terms shall govern over the provisions of the City's RFP and the Contractor's Proposal, and the City's RFP shall govern over the provisions of the Contractor's Proposal.

2. The contract term is one year (1) year commencing on the date that the City issues a Notice to Proceed to the Contractor.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Contractor. Any modifications which increase the compensation of the Contractor shall require the prior authorization of the City.

ARTICLE III Contractual Relationship

1. In performing the services under this agreement, Contractor shall operate and have the status of an independent contractor and shall not act as an agent or employee of the City. As an independent contractor, Contractor shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.

2. Contractor shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV Compensation and Payment

In exchange for performing the services described in Article II herein, the Contractor shall receive a total contract amount not to exceed \$179,497.66, including fees and expenses. Compensation shall be payable upon submission and verification of monthly invoices to the City's Division of City Planning. Each invoice shall include a description of all services and materials for which the invoice is being submitted. Contractor understands that each invoice must be submitted to the governing body of the City for approval prior to payment. The governing body meets on the second and fourth Wednesdays of each month. The processing time for payment is approximately three (3) weeks.

ARTICLE V

Insurance

1.1. Insurance

The Contractor shall not commence nor perform services under this Agreement until the required insurance has been obtained and such insurance has been approved by the City. This insurance shall be written with an acceptable company authorized to do business in the State of New Jersey, shall be taken out before any operations of the Contractor are commenced and shall be kept in effect until all operations shall be satisfactorily completed. "Claims made" insurance policies do not satisfy the insurance requirements under this Contract.

a. Proof of Insurance

The Contractor shall furnish the City with insurance certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance policies. The insurance covered by the certificates will not be canceled or materially altered, and shall include an endorsement to the effect that the insurance company will give at least thirty (30) days written notice to the City of any modification or cancellation of any of the policies.

b. Time to Provide Proof of Insurance

The certificates of insurance containing all provisions as required by the City shall be provided to the City with the executed contract. Failure to provide proof of insurance prior to the execution of the contract will result in forfeiture of the bid security.

c. Contractor's Hold Harmless Agreement

The Contractor's insurance coverage, except Workers' Compensation, shall contain a clause indemnifying and saving harmless the City and its agents from any and all liability of whatever nature arising from the work to be performed under the Contract, including attorney's fees and costs in connection with the defense of such claims. The certificate of insurance furnished by the Contractor shall spell out specifically that the above indemnification is guaranteed by the policy. The City, its officers, agents, servants and employees as their interest may appear, shall be named as an additional insured on said policies insofar as the work and obligations performed under the Contract are concerned.

d. Endorsement

An endorsement covering the City shall be added to all policies. The endorsement shall read:

"The City of Jersey City, its officers, agents, servants and employees shall be held harmless and indemnified against any act or omission or condition or claim arising out of and during the performance of the work under this Contract."

The above shall also specifically cover Automobile Insurance including owned vehicles, hired vehicles and other non-owned vehicles.

Types of Required Insurance

1. Worker's Compensation Insurance:

The Consultant shall procure and maintain during the life of this Contract, Worker's Compensation insurance as required by New Jersey law for all employees to be engaged in work under this Contract and Employer's Liability in the amount of \$1,000,000.

2. Consultant's General Liability Insurance and Property Damage Insurance:
The Consultant shall procure and maintain during the life of this Contract, Consultant's General Liability Insurance and Property Damage Insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate with companies and in the form to be approved by the City. Said insurance shall provide coverage to the Consultant and the City, its officers, agents, servants, and employees as their interest may appear. The coverage so provided shall protect against claims for personal injuries, including accidental death, as well as claims for property damages, which may arise from any act or omission of the City, the Consultant or by anyone directly or indirectly employed by them.
3. Automobile Insurance:
Liability Insurance to cover each automobile, truck, vehicle or other equipment used in the performance of the Contract in an amount not less than \$1,000,000.00 on account of injury, death or property damage to one person and not less than \$1,000,000.00 on account of injury or death of two or more persons.
4. Additional Insured:
General and Auto Liability policies must include the City of Jersey City as an Additional Insured.

ARTICLE VI Termination

This Agreement may be terminated by the City pursuant to the provisions set forth in Section 7.5 of the RFP.

ARTICLE VII Indemnity

The Contractor agrees to indemnify, hold harmless and defend the City, its officers, agents, servants and employees as their interests may appear, from any and all liability including claims, demands, losses, costs, damages and expenses of every kind and description or damage to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts, errors or omissions of the Contractor, its officers, employees, agents or subcontractors. The Contractor will after reasonable notice

thereof, defend and pay the expense of defending any suit which may be commenced against the City, its officers, agents, servants and employees as their interests may appear, by any third person alleging injury by reason of such carelessness or negligence and will pay any judgment which may be obtained against the City, its officers, agents, servants and employees as their interests may appear in such suit. In defending any suit, the Contractor shall not, without obtaining express written permission in advance from City's Corporation Counsel, raise any defense involving in any way the immunity of the City or the provisions of any statute respecting suits against the City. The Contractor shall be required to provide all appropriate documentation demonstrating the compliance with indemnity requirements of the Contract to the City with the executed Contract.

ARTICLE VIII Entire Agreement

1. This Agreement constitutes the entire agreement among the Cities and Contractor. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.
2. This agreement shall in all respects be interpreted and construed and the rights of the party thereto shall be governed by the laws of the State of New Jersey.

ARTICLE IX Assignment

Contractor shall make no assignment nor transfer this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the Cities. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

ARTICLE X Notice

All notices or other communications given hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Robert Kakoleski
City Business Administrator
City Hall
280 Grove Street
Jersey City, NJ 07302

Ryan Walsh, PP, AICP
Fitzgerald & Halliday, Inc.
11 Hanover Square, 3rd Floor
New York, NY 10005

ARTICLE XI
Compliance with Affirmative Action Plan

(a) If the Agreement exceeds \$40,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$40,000.00).

ARTICLE XII
City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Attest:

City of Jersey City

Robert Byrne, City Clerk

Robert Kakoleski, Business Administrator

Attest:

Fitzgerald & Halliday, Inc.

RR
5-15-17

EXHIBIT “A”

CONTRACT TERMS

1. The Consultant will lead and conduct all Tactical Urbanism efforts with the assistance of City staff.
2. The Consultant will ensure that at least one licensed Engineer is present during the Walkability Workshops (Task 4) in each of the six wards to assist with the walking audit and demonstrations, and answer questions.
3. The Consultant will ensure sufficient staff members are present who can communicate with the public in the following languages: English, Spanish, Hindi, Urdu, and Arabic.
4. The Consultant will hold five (5) meetings with the Technical Advisory Committee (TAC).

EXHIBIT “B”

ON FILE WITH PURCHASING AGENT

EXHIBIT “C”

ON FILE WITH PURCHASING AGENT

City of Jersey City
Department of Housing, Economic Development and Commerce
Division of City Planning



Request for Proposals

PROFESSIONAL PLANNING SERVICES: PEDESTRIAN ENHANCEMENT PLAN

Issued: February 21, 2017

Submission Deadline: Tuesday, March 21, 2017 at 11 AM

Address all Proposals to:
Peter Folgado
Purchasing Agent
City of Jersey City
394 Central Avenue 3rd Floor
Jersey City, NJ 07307

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1. SECTION 1: GENERAL INFORMATION & SUMMARY

1.1. Organization(s) Requesting Proposals

City of Jersey City
280 Grove Street
Jersey City, NJ 07302

1.2. Contact Person

Peter Folgado
Purchasing Agent
394 Central Avenue 3rd Floor
Jersey City, NJ 07307
(201) 547-5156

1.3. Procurement Process

This contract will be awarded using the competitive contracting provision of the Local Public Contracts Law (N.J.S.A. 40A:11-4.1 et seq.).

1.4. Contract Form

If selected to provide services, it is agreed and understood that the Selected Consultant shall be bound by the requirements and terms contained in this Request for Proposals ("RFP") with regard to services performed, payments, indemnification, insurance, termination, and applicable licensing provisions.

It is also agreed and understood that the acceptance of the final payment by Consultant shall be considered a release in full of all claims against the City arising out of, or by reason of, the work done and materials furnished under this Contract. Due to the participation of federal funding through North Jersey Transportation Planning Authority (NJTPA) FY 2017-2018 Sub-Regional Study Grant Program, the contract, if awarded, is subject to federal, state, and local laws, rules, and regulations. Pursuant to federal 2 CFR Chapter I and Chapter II, Part 200, et al. Office of Management and Budget (OMB), the consultant contract for this study shall comply with federal procurement guidelines and cost principles.

1.5. Information Session

An information session will be held on Tuesday, February 27, 2017 at 10 AM at the Jersey City Department of Housing, Economic Development and Commerce at 30 Montgomery Street, in the large conference room on the 14th Floor, in Jersey City, during which prospective consultants may have the opportunity to ask questions and receive answers. Pre-registration is required to attend this session. To pre-register, e-mail name of individual, firm name, address, and telephone number no later than 2 PM on Thursday February 23, 2017 to the City's Project Manager, Barkha R Patel, at bpatel@jcnj.org. Attendance at this session is optional. Information that is provided at this session will be digitally distributed to individuals or firms who do not attend this session upon written request.

1.6. Submission Deadline

Proposals must be submitted to, and be received by the City of Jersey City, Division of Purchasing, via mail or hand delivery, by 11:00 AM prevailing time on March 21, 2017. Proposals will not be accepted by facsimile transmission or e-mail.

1.7. Proposal Evaluation

Proposals will be evaluated based solely upon the Respondent's written response in accordance with the criteria described in Section 7 of this RFP and, for selected Consultants, an oral presentation/demonstration if so requested by the City. Each evaluator will rank the proposals. The finalist whose proposal is considered the highest ranking by the City will be selected for the project.

1.8. Written Proposal

Prospective Consultants must submit a written proposal in a format specified by the City. The required format is detailed in Section 4.

1.9. Evaluation Committee

Proposals will be reviewed and evaluated by a committee of members appointed by the City's Business Administrator and representatives from neighboring municipalities, the county, and agencies within the region. The proposals will be reviewed to determine if the Respondent has met the minimum professional, administrative, and subject areas described in this RFP. Pursuant to N.J.A.C. 5:34-4.3 et seq., the names of the individuals who serve as committee members shall not be publicly disclosed until the evaluation report is presented to the governing body.

1.10. Definitions

The following definitions shall apply to and are used in this Request for Proposals (RFP):

- "City" - refers to the City of Jersey City.
- "RFP" - refers to this Request for Proposals, including any amendments thereof or supplements thereto.
- "Respondent" or "Respondents" - refers to the interested persons and/or firm(s) that submit a Proposal.
- "Competitive Contracting" - refers to the process by which proposals are evaluated and contracts awarded, pursuant to N.J.S.A. 40A:11-4.1 et seq.
- "Consultant" - refers to the interested persons and/or firm that is awarded the contract.

1.11. Submission Address

All proposals should be sent to:

Peter Folgado Purchasing Agent
Department of Administration Division of Purchasing
394 Central Avenue
3rd Floor Jersey City, NJ 07307

2. SECTION 2: INSTRUCTIONS TO CONSULTANTS AND STATUTORY REQUIREMENTS

2.1. Introduction and Purpose

The City is requesting proposals from qualified Respondents to develop a Pedestrian Enhancement Plan (PEP), as more particularly described herein.

2.2. Procurement Process and Schedule

This Contract will be awarded using the competitive contracting provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-4.1 et seq., which is considered a “fair and open” process under the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.2 et seq.

The City has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive environment to assure that each Respondent is provided an equal opportunity to submit a Proposal in response to the RFP.

Proposals will be reviewed and evaluated by a committee appointed by the Business Administrator, in accordance with the criteria set forth in Section 6 of this RFP, which will be applied in the same manner to each Proposal received.

The proposals will be reviewed to determine if the Respondent has met the professional, administrative, and subject areas described in this RFP.

Pursuant to N.J.A.C. 5:34-4.3(c)(2)(i), “the names of the individuals who serve as committee members shall not be publicly disclosed until the evaluation report is presented to the governing body.”

The Committee reserves the right to conduct interviews and/or to request that Respondents make presentations and/or demonstrations, as the Committee shall deem applicable and appropriate.

The RFP process commences with the issuance of this RFP. The steps involved in the process and the anticipated completion dates are set forth in the Procurement Schedule below. The City reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

Activity	Date
Issuance of Request for Proposals	February 21, 2017
Information Session	February 27, 2017
Receipt of Proposals	March 21, 2017
Award of Contract	April 12, 2017

2.3. Communications regarding this RFP

All communications concerning this RFP or the RFP process shall be directed to the City's contact person via BidSync and must be received at least twelve (12) days before the RFP due date. Responses to all questions will be forwarded as addenda to all prospective Respondents who have provided contact information and posted on BidSync. It is the prospective Respondent's responsibility to provide accurate contact information.

2.4. Cost of Proposal Preparation

Each Proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against Jersey City, its officers, officials or employees for reimbursement for the payment of costs or expenses incurred in preparing and submitting a Proposal or for participating in this procurement.

2.5. Proposal Format

Prospective Respondents must submit a written proposal in a format specified by the City. Proposals must cover all information requested in this RFP. Proposals which in the judgment of the City fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

2.6. Withdrawal of Proposal

Proposals forwarded to the City before the time of opening of Proposals may be withdrawn upon written application of the Respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once Proposals have been opened, they shall remain firm for a period of sixty (60) calendar days.

2.7. Entries on Required Forms

All prices and amounts must be written in ink or preferably machine-printed. Any changes, whiteouts, strikeouts, etc. in the proposals must be initialed in ink by the authorized person signing the proposal.

2.8. Familiarity with RFP Specifications

The Respondent understands and agrees that its Proposal is submitted on the basis of the

specifications prepared by the City. The Respondent accepts the obligation to become familiar with these specifications.

Respondents are expected to examine the specifications and related RFP documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Respondents should be promptly reported in writing to the City's contact person.

2.9. Addenda or Amendments

During the period provided for the preparation of Proposals, the City may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the City and will constitute a part of the RFP. Each Respondent is required to acknowledge receipt of all addenda by executing and submitting with its Proposal the "Acknowledgment of Receipt of Addenda". **Failure to include the "Acknowledgement of Receipt of Addenda" with the Proposal shall result in the automatic rejection of the Proposal.** All Proposals shall be prepared with full consideration of the addenda issued prior to the Proposal submission date.

2.10. Patents and Trademarks

In submitting its Proposal, the Respondent certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful Respondent shall, at its sole cost and expense, defend any and all actions or suits charging such infringement, and will save the City harmless from any damages resulting from such infringement.

2.11. Rights of the City

The City reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To determine that any Proposal received complies or fails to comply with the terms of this RFP.
- To reject any and all responses and/or components thereof and to eliminate any and all Respondents responding to this RFP from further consideration for this procurement.
- To reject any Respondent that submits incomplete responses to this RFP, or a Proposal that is not responsive to the requirements of this RFP.
- To supplement, amend, or otherwise modify this RFP, without prior notice, or to otherwise request additional information.
- To waive any technical non-conformance with the terms of this RFP.

- To change or alter the schedule for any events called for in this RFP upon the issuance of notice to all prospective Respondents who have received a copy of this RFP.
- To conduct investigations of any or all of the Respondents, as the City deems necessary or convenient, to clarify the information provided as part of the Proposal and to request additional information to support the information included in any Proposal.
- To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the City may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.
- The City shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

2.12. Disposition of RFP

Upon submission of a Proposal in response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Proposal:

- All Proposals shall become the property of the City and will not be returned.
- All Proposals will become public information at the appropriate time, as determined by the City (in the exercise of its sole discretion) in accordance with law.

2.13. Required Documents

This document (Section 10) contains required administrative forms which must accompany all Proposals.

2.14. Open Public Records Act (OPRA) and Proprietary Information

Although item 2.9 indicates that all proposals will become public information, it is understood that OPRA contains exceptions for "Trade secrets and proprietary commercial or financial information obtained from any source" and "Information which, if disclosed, would give an advantage to competitors or bidders".

A Respondent may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the Respondent has a good faith legal and or factual basis for such assertion. The City reserves the right to make the determination as to what is proprietary or confidential, and will advise the Respondent accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. The City will not honor any attempt by a Respondent to designate its

entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the Respondent's assertion of confidentiality with which the City does not concur, the Consultant shall be solely responsible for defending its designation.

Therefore, prospective Respondents shall submit two (2) clearly marked versions of their proposals. One version is to be a complete version to be used by the City for evaluation.

The second version should contain redactions of legitimate "trade secrets and proprietary commercial or financial information" and/or "information which...would give an advantage to competitors or bidders". This second version will be provided to persons submitting Open Public Records Act (OPRA) requests for information relating to this solicitation.

Failure to provide two clearly marked proposals will mean that the Respondent agrees that the single version provided does not contain trade secrets or proprietary information and may be released pursuant to OPRA requests.

2.15. Other Conditions Applicable to RFP

Upon submission of a Proposal in response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Proposal:

- The City may request Respondents to send representatives to the City for interviews.
- Respondent is required to comply with requirements of P.L. 1975, c. 127, the Law Against Discrimination and with N.J.A.C. 17:27-1.1 et seq., the Affirmative Action Rules.
- A Respondent responding to this RFP must indicate what type of business organization it is e.g., corporation, partnership, sole proprietorship, or non-profit organization. If a party is a subsidiary or direct or indirect affiliate of any other organization, it must indicate in its proposal the name of the related organization and the relationship. If a party responding to this RFP is a corporation, it shall list the names of those partners or stockholders holding 10% or more of the outstanding stock. If the party responding to this RFP is a partnership, it shall list the names of those partners owning 10% or more of the partnership.
- Section 8 of this document describes general terms and conditions. Section 9 of this document contains required administrative forms which must accompany all proposals. Exclusion of any required form is grounds for rejection of proposals.

2.16. Term of Contract

This contract will be awarded for a term of 12 months ("Base Term"). Consultant shall agree to provide such services as specified herein to the City for such prices as indicated in its Proposal for the entire term of the Contract. The date that the Consultant shall begin providing services is dependent upon the date the Contract is awarded by the City's Municipal Council. The Contract shall be awarded within 60 days of the date of receipt of proposals, unless an extension is requested by the City and agreed to by the Respondent(s). The Municipal Council meets on the second and fourth Wednesdays of each month. Contract is funded through a NJTPA Subregional Study Grant Program and work must be completed by March 30, 2018 and invoiced by June 30, 2018 to be eligible for reimbursement.

2.17. Lobbyist Disclosure Ordinance

The contract will be awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. The Consultant will be required to certify that the Consultant either did not retain the services of a lobbyist to lobby on behalf of the Consultant for the award of this contract, or if a lobbyist was retained by the Consultant for such purposes, the Consultant's lobbyist, prior to commencing his/her lobbying activities, shall have filed a notice of lobbyist representative status form with the City Clerk. The Successful Respondent whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq, following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

3. SECTION 3: OVERVIEW

3.1. Program Details

3.1.1. Study Area

The City of Jersey City ("the City") is a major regional destination for tourism, higher education, and shopping. With tens of thousands of office jobs concentrated along the Hudson River waterfront, Jersey City is also a major employment destination. A multi-modal transportation network serves the City that includes the PATH train (with an average weekday ridership of 260,000 trips) and the Hudson-Bergen Light Rail (50,000 average weekday ridership), providing connectivity to regional transportation hubs including Lower and Midtown Manhattan, Newark Penn Station, and Hoboken Terminal. This investment in mass transit allows increased development densities in walkable, mixed-use neighborhoods with minimal expansion of the City's roadway network, which is neither feasible nor desirable in a region as built-out as northern New Jersey.

Traffic congestion, however, remains a concern. Improvements to the pedestrian realm will make it more attractive for visitors to come to Jersey City without their vehicles, which will reduce congestion, improve air quality, and increase foot traffic needed to support ground-floor retail. Sixty-two percent of those who work in Jersey City but live elsewhere commute to work via public transportation, a trip that almost always includes a portion on foot. Enhancing the pedestrian realm is key to maximizing investment in existing infrastructure and supporting private investment.

3.2. Project Goals And Objectives

The City is seeking consultant support to develop a Pedestrian Enhancement Plan (PEP) that identifies specific improvements to sustain a pedestrian-friendly environment along the City's streets. The City's priority is to provide great, walkable urban streets that are comfortable, safe, beautiful and interesting for all of its users. The primary objective of this study is the identification of recommendations (both physical and policy-based) to improve *safety* that are context-sensitive and that prioritize the pedestrian experience (i.e., focus on traffic calming and other strategies to modify driver behavior and not techniques that inconvenience or "penalize" pedestrians, such as traffic signals with inadequate crossing times for pedestrians). Another objective is to improve *aesthetics* and *placemaking* through pedestrian-level amenities (e.g., signage, street furniture, pavement markings, public art, etc.). This study will establish a rational and replicable methodology to identify improvements in a way that engages stakeholders meaningfully.

This study is funded in part with federal funds through the North Jersey Transportation Planning Authority (NJTPA), the Metropolitan Planning Organization (MPO) for the 13-county northern and central New Jersey region, of which Jersey City is a part. Per federal requirements, the City of Jersey City is providing a 20% local match of the total grant award. As such this study and the consultant contract are subject to all federal, state, and local laws, rules, and regulations.

3.3. Scope Of Work and Deliverables

The Consultant shall be responsible for conducting the study throughout the City. The following is a list of recommended tasks for this project. These tasks may be considered a starting point for configuring tasks, but Respondents are encouraged to prepare proposals they consider to be the most appropriate to effectively, efficiently, and creatively accomplish the stated goals of the project and produce high quality deliverables. Note that although these tasks are presented below in sequential order, the consultant might find it beneficial to conduct work on different tasks in parallel, and may need to conduct work in a different order than presented below. In submitting cost proposals, budgets should be detailed for each specific task. The consultant shall conduct all of the following tasks outlined in the scope of work, unless otherwise specified.

All deliverables must be in a digital, industry-standard format to be approved by City staff and the NJTPA. All consultant work products shall be the property of the City and the NJTPA, and shall be conveyed to the City prior to final payment.

All accumulated data, including images, raw data from surveys, and derived GIS layers, will be provided to the City. All GIS data submissions will follow NJTPA's Enterprise GIS documentation requirements, which is available at <http://www.njtpa.org/DataMap/GIS/NJTPAEnterpriseGIS.aspx>.

The tasks and associated task deliverables described in the Scope of Work are a **minimum**. Respondents may include additional tasks and deliverables in the proposals where they deem appropriate.

Tasks & Deliverables

Task 1: Project Management

The City's Transportation Planner will manage the day-to-day activities of this study on behalf of the City. The City's project manager will also review all consultant deliverables and serve as a liaison between the Consultant and the NJTPA, the Technical Advisory Committee, stakeholders, and general public.

The Consultant shall also designate a project manager who will be responsible for managing the day-to-day activities of the Consultant team and will serve as the primary source of contact with the City. The Consultant project manager shall establish an effective means of coordinating and reporting its activities with the City throughout the course of the project to ensure an expeditious exchange of information, and shall be responsible for the preparation and submission of progress meeting agendas and minutes, and monthly progress reports, and invoices. A detailed project schedule (Gantt chart) shall be submitted at the kick-off meeting for City review and approval, and reviewed regularly during the course of the project to ensure the timely completion of the project. The Consultant shall be responsible for quality control of all interim and final deliverables.

Additionally, the Consultant shall be responsible for maintaining a website or webpage throughout the duration of this study. The Consultant shall document the process of the Walkability Workshops, Public Meetings and other important facets during the two-year term through photography and videography. These materials should be made available to the City and the public along with an analysis of the data collected, results from the workshops, information about the selected corridors, and the final report.

Task 1 Deliverables

The Consultant project manager shall prepare and submit monthly progress reports and invoices, progress meeting agendas and minutes, and a detailed progress schedule to be maintained on a regular basis. City and consultant project managers, along with NJTPA, will participate in biweekly conference calls, a project kick-off meeting, and up to five (5) interagency meetings.

Task 2: Data Collection, Review and Analysis

Data collection, Review of current conditions, Analysis

The City project manager shall convene the Technical Advisory Committee (TAC), schedule meetings, and serve as the primary “point person” for the TAC. The Consultant shall attend all TAC meetings and prepare meeting agendas, presentations, materials, and minutes.

The TAC shall provide input and expertise from technical experts. This group shall consist of key stakeholders that represent the diverse interests of Jersey City’s population including the City Division of City Planning, City Division of Architecture, Engineering, and Traffic, Jersey City Police Department, Mayor’s Office, City Council, City Department of Public Works, Residents Response Center, City Division of Senior Affairs, Jersey City Board of Education, Jersey City Housing Authority, Hudson County, NJDOT Office of Bicycle and Pedestrian Programs, NJTPA, and Hudson TMA. The responsibilities of the TAC shall include, but not be limited to:

- Review and provide feedback on draft and final project interim reports and documents throughout the study.
- Identify stakeholders, community groups and partners associated with community outreach and participation for various public participation activities. Special consideration will be given to ensure the commitment and involvement of interested parties familiar with the City’s transportation network, environmental justice issues, and community needs.
- Develop, guide and participate in community involvement activities.
- Review and provide input on the data collection, public outreach, development of improvements and recommended implementation strategies for the study.
- Review the final recommended projects and strategies.
- Ensure that the final report clearly identifies the implementation priorities along with agencies responsible for each project hand-off.

With assistance from the City project manager and members of the Technical Advisory Committee (TAC), the Consultant shall compile and synthesize all relevant data in order to assess current conditions, which will ultimately inform the selection of priority corridors for detailed study. Data will include crash data, Census data (including data related to low-income and minority populations), zoning and land use, traffic counts, transit routes and stops, major destinations (e.g., schools, government offices, houses of worship, retail), and activity centers. If there are gaps in the existing data, observations in the field or additional data collection may be necessary to supplement readily-available data.

This task will also include a review of relevant previously-completed work (including the Marin Boulevard Road Safety Audit, several Walkable Community Workshops, the McGinley Square – Montgomery Corridor Local Demonstration Project, and the Street Smart pedestrian education campaign, and the Circulation Element of the Jersey City Master Plan) to avoid duplication of work and to determine opportunities to incorporate or expand prior recommendations and/or efforts.

The Consultant shall become familiar with pertinent information that may be included in the presentations the Consultant will prepare for the Walkability Workshops (Task 3), including but not limited to, the traffic calming matrix in the Circulation Element (Table 4.7.1); potential funding sources; existing City standards related to streets; street maintenance responsibilities, procedures, and concerns; and best practices related to pedestrian safety and placemaking.

Data review and analysis shall result in an understanding of *users* (e.g., characteristics of pedestrians, especially vulnerable populations such as Environmental Justice communities, seniors, mobility-impaired, and children), *context* (e.g., major pedestrians destinations/corridors and their environs), and *needs* (e.g., areas where more pedestrian activity should be encouraged, known deficiencies in infrastructure such as missing sidewalks, lack of traffic calming, and dangerous pedestrian crossings). In order to prepare for Task 2 (Goal Setting), the Consultant shall categorize data to understand crash hotspots (to be defined by both number of crashes and severity of crashes), high-traffic corridors, distribution of low-income, minority, and senior populations, and other relevant metrics that will inform the identification of priority corridors.

At the conclusion of this phase of work, Public Meeting 1 shall be held during Month 3 in order to present findings from the data collection to the public and introduce the public to the study. The Consultant shall engage the public and gather opinions on the current condition of streets and the walking experience in the City, as well as factors to consider when selecting corridors for the study. The Consultant shall use innovative public outreach tools in order to ensure meaningful participation from the public.

Task 2 Deliverables:

1. Technical Memorandum 1 - summarize Data Collection, Review and Analysis including narrative text, mapping, and other graphics to describe relevant existing conditions and initial findings of data analysis. Summarize of Public Meeting 1 and public comments.
2. TAC meeting minutes and materials.

Task 3: Corridor Selection and Development of Workshop Goals

Task 3.1 Methodology for Corridor Selection

With input from the City project manager and the TAC, the Consultant shall develop a methodology such as a scoring of weighted selection criteria informed by data collection findings and review, to identify priority corridors. Anticipated criteria to identify priority corridors that demonstrate need for a PEP shall include, but are not limited to, crash data, Environmental Justice population, vulnerable populations (e.g., the mobility-impaired, children, seniors), destinations, lack of amenities, and gaps in infrastructure (e.g., lack of traffic calming). The Consultant shall apply this methodology to identify one corridor in each of Jersey City's six wards for detailed study. While the length of each corridor will vary, it is anticipated that corridors will be approximately ½ mile long or a distance equivalent to a walking audit no more than one hour in duration. Selection of corridors should also consider the corridor's function and location within a network, and nodes or special places along a corridor that contribute to the character of a street. To ensure that priority corridors are logical and appropriate for walkability workshops, the Consultant shall make field visits and collect more localized data, including, but not limited to, pedestrian counts, parking surveys, and inventories of street furniture/amenities. The Consultant may consult with those who know the corridor best, such as community groups, Special Improvement District managers, or elected officials, when this preliminary selection is made.

Task 3.2 Methodology for Workshops

The Consultant shall also develop a methodology for corridor analysis, including goals and objectives for the Walkability Workshops, as well as the workshop format and templates for materials for distribution at the workshops. Workshop goals and objectives should reflect the stated goals and objectives of this study, including the improvement of safety and aesthetics and placemaking in the pedestrian realm in a manner that is context-sensitive and that prioritizes the pedestrian experience.

The anticipated format for the Walkability Workshop shall consist of a presentation, walking audit, brainstorming/break-out session, and report. A framework for workshop presentations shall be developed that includes information and strategies to enhance

safety *and* placemaking. City streets are a major component of the City's open space. Benefits of safe and attractive streets include economic activity and community building. The post-walking audit break-out session should allow ample time to discuss both goals.

Task 3 Deliverables:

Technical Memorandum 2 summarizing methodology for priority corridor selection, goals and objectives of walkability workshops, format for walkability workshops with presentation framework and material templates.

Task 4: Conduct Workshops

The centerpiece of this task will be the execution of one Walkability Workshop in each of the City's six wards during Months 5-7 to identify deficiencies and potential improvements along priority corridors.

Based on the outcomes of Task 2, the Consultant, with input from the TAC, shall finalize selection of priority corridors for Walkability Workshops. Workshops shall be scheduled with sufficient notice to participants and held in locations accessible by public transportation and within walking distance of the priority corridor. The City project manager will handle securing workshop locations and working with the consultant to design and prepare invitations. Residents, stakeholders, decision makers, elected officials, TAC members, and City staff will be invited to participate in walkability workshops. Announcement shall also be posted on locally used community social media sites.

The Consultant shall determine the exact methodology, but it is anticipated that walking audits will include a presentation by the Consultant to describe the goals for the workshop, the importance of walkable neighborhoods and pedestrian safety, and instructions for the walking audit (e.g., what to look out for, potential recommendations/improvements). Presentation materials shall include examples of best practices and strategies, including the appropriate traffic calming techniques listed in Table 4.7.1 of the Circulation Element as well as other innovative approaches such as green infrastructure improvements, parklets, and public art to achieve project goals. The agenda shall also include a walking audit where participants walk a pre-determined route to identify problems, concerns, and potential improvements. Following the walking audit, participants shall have the opportunity to discuss observations and brainstorm recommendations in a manner that is interactive and hands-on. The Consultant shall expand on the framework developed during Task 2C and prepare presentations customized for each workshop. The Consultant shall also customize the templates for workshop materials (e.g., maps, handouts) developed during Task 2C for each workshop. The Consultant shall record observations made during the walking audit and the discussion during the brainstorming session. The format and content of walkability

workshops may be tailored for each ward, if necessary. For example, it is anticipated that most walkability workshops will take place during the day, but the Consultant should be prepared to lead evening workshops, if that is a community concern.

Task 4 Deliverables:

1. The Consultant shall prepare all workshop materials.
2. The Consultant shall prepare a replicable methodology for walkability workshops to serve as a guide so that the City can conduct future walking audits.
3. The Consultant shall prepare summaries of all walkability workshops, with a focus on the identified concerns and potential recommendations that will be incorporated into workshop reports.

Task 5: Develop Recommendations

Based on the findings of the Walkability Workshops, recommendations to improve safety and aesthetics/placemaking that are tailored to each corridor will be developed. Recommendations should include physical improvements (e.g., gaps in the sidewalk network, bump outs, crosswalks, curbs and curb edges, street trees, lighting, new/reprogrammed signals etc.) and address procedures or policy changes. The Consultant shall provide original and topical recommendations for the selected corridors, and when applicable, reference and incorporate the menu of traffic calming options listed in the Circulation Element of the Master Plan. Furthermore, to the greatest extent possible, physical improvements should be compatible with potential funding sources, including the NJTPA Local Safety Program. This task will include development of an implementation strategy that includes an order of magnitude cost estimate, timeframe, potential implementing agency (or agencies), and potential funding sources that is cognizant of requirements of different potential funding sources (e.g., City capital funds use provides flexibility, while federal funds require a more narrow use of crash data.) Recommendations shall relate to the goals and objectives of the walkability workshops and articulate how improvements will benefit neighborhoods and/or populations, including Environmental Justice communities.

The Consultant shall prepare a report that summarizes the events of each walkability workshop, as well as the outcomes of the workshop, including recommendations with a proposed implementation strategy. Reports should be reader-friendly and include narrative text, photos, thoroughfare design standards and graphics, including maps, illustrative site plans and street sections. Participants of the walkability workshops shall get a chance to review these draft reports and provide feedback before the second public meeting, where recommendations will be presented.

Study recommendations for each priority corridor should include specific and feasible concepts for specific locations to advance to implementation; these recommendations

should be described as conceptual with details about the proposed design improvements, but *not* engineering-level drawings.

In addition to recommendations resulting from each walkability workshop, the Consultant shall identify common themes amongst the recommendations and opportunities to group projects/improvements and/or broader policy recommendations (e.g., strengthening of City's Complete Streets policy, adoption of citywide design standards such as ergonomic sidewalks).

The Consultant shall present the recommendations and implementation strategy at a public meeting held during Month 9. The Consultant shall also present summaries of the walkability workshops. The second public meeting will be followed by a two-week public comment period.

Task 5 Deliverables:

1. The Consultant shall prepare an individual visual report for each walkability workshop, including a summary of the workshop events, outcomes, recommendations, and an implementation strategy. These reports should include conceptual illustrations of location-specific recommendations, where applicable. The Consultant shall submit digital copies of all workshop reports in editable format, and will incorporate project manager, NJTPA and TAC comments, as appropriate.
2. The Consultant shall prepare Technical Memorandum 3 that summarizes overarching recommendations related to both physical improvements and policy.
3. Summary of Public Meeting 2 and public comments.

Task 6: Final Report and Final Deliverables

The Consultant will prepare a draft final report which will comprise of the following sections: an Abstract, Executive Summary, Introduction, Methodology, Findings, Recommendations and an Implementation Plan which shall include an implementation matrix and reference both overarching actions or strategies and specific recommendations of each workshop. The draft final document will be based on the products of the previous tasks, and individual reports for the walkability workshops shall be included in the final report appendices. The implementation section will identify existing local, State, and federal transportation funding resources available to advance recommendations within the report.

The Consultant shall revise the draft final report per comments from the public, TAC, stakeholders, NJTPA staff, and the City project manager in order to produce the final report.

Task 6 Deliverables:

1. Draft Final and Final Report: The Consultant will prepare a draft final report to be reviewed by the City project manager, NJTPA, TAC, and other stakeholders. The Consultant will then revise the draft final report and prepare a final report. The Consultant will deliver 10 hard copies and a digital copy of the final report.
2. PowerPoint Presentation: The City project manager will prepare a PowerPoint presentation that includes graphic oriented slides and accompanying presentation notes or script. The presentation follows the same format as the Executive Summary, with images crisp in appearance.
3. Posters: The Consultant shall prepare six 36" x 48" posters that summarize each of the six walkability workshops. Posters shall be mounted on foam core board and contain text, images, and graphics to convey workshop findings and recommendations. The City intends to use these posters after study completion to educate the public and to advocate for the implementation of recommendations.
4. Study Materials: The Consultant will provide digital copies of all presentation materials developed during the project; the final report will follow NJTPA reporting guidelines. All data, including images, raw data from surveys, derived GIS layers, will be provided to the City. All Consultant GIS products will follow the procedures described in the NJTPA's EGIS User Manual, specifically Appendix U3 – EGIS Quality Assurance Program.
5. PRIME data entry: All identified needs and recommendations generated by the study should be entered into the NJTPA Planning Recommendations Integration Management Engine (PRIME) by the Consultant at the completion of the final report.
6. Special Streets map: The Consultant will use the collected data, public input and local knowledge about the City to create an illustrative map of unique, beautiful, interesting places in the city for people to walk to or on. This map is meant to promote walking by emphasizing assets in the various communities throughout Jersey City. The map shall be created in a file format and template that can be easily monitored and updated by the City. The Consultant shall work with the City's Project Manager and the TAC to create this deliverable.

3.3.1. Schedule/Project Timeline

It is expected that the selected consultant will begin work on the project in April 2017. All work on the required tasks shall begin when the City issues a notice to proceed after the City Council awards the contract. Below is the required timeline:

Months	Task	Anticipated Percentage of Total Consultant Hours
1-12	Task 1 – Project Management, Progress Reports, Website	10%
1-3	Task 2 – Data Collection and Review, Public Meeting 1	15%
4	Task 3 – Goals & Methodology	10%
5-7	Task 4 – Walkability Workshops	30%
8-9	Task 5 – Recommendation Reports, Public Meeting 2	15%
10-12	Task 6 – Draft & Final Report, Presentation Materials, PRIME Data entry, Special Streets Map	20%

The project schedule must allot ample time for the review of deliverables by Jersey City staff, Steering Committee, and/or general public and consultant revisions in response to comments. While deliverables are being reviewed, it is expected that the Consultant will continue work where appropriate.

All work on this PROJECT (including final invoicing) must be complete before June 30, 2018, however, a compressed timeline that accomplishes, at a minimum, all tasks described in this RFP is preferred.

3.4. Monthly Reports and Invoices

The consultant must submit a progress report and invoice at the end of each month. Invoices must include the hourly rate, hours billed per task, and total invoiced amounts for each employee that works on the project. Rates, hours per employees, and hours per task shall be in accordance with the Technical Proposal and contract. Time sheets or certified payroll will serve as proof of hours charged to invoices, and receipts must be provided as proof of direct expenses. Invoices must be submitted in the specified format for payment. Failure to submit invoices in the specified format may delay payment. The final invoice must be submitted May 25, 2018. All claims for cost overruns will be denied.

4. SECTION 4: WRITTEN PROPOSAL FORMAT

Proposals must address all information requested in this RFP. Proposals which in the judgment of the City fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

4.1. Mandatory Content

Each proposal submitted must contain the 11 sections described below:

- Title Page
- Table of Contents
- Summary Statement
- Statement of Qualifications
- Project Scope of Work
- Project Approach
- Project Timeline
- Schedule of Deliverables
- Schedule of Meetings & Presentations
- City Responsibilities
- Assumptions
- References
- Cost Proposal

Title Page

The proposal shall include a title page, which identifies the project, the name of the Respondent firm, name of the Respondent's primary contact with contact's address, telephone number, fax number and email address.

Table of Contents

The Respondent's proposal shall include a Table of Contents, which lists the titles and page numbers for each major topic and sub-topic contained in the proposal.

Summary Statement

The proposal must contain an opening statement of no more than two pages that summarizes how the Respondent or Respondent team will accomplish the goals of the study and the roles and qualifications of the consultant firm and the members of the consultant team.

Statement of Qualifications

The proposal must include the general qualifications and experience relevant to this study for each organization on the Respondent's team. Jersey City recommends that prospective consultant firms partner with other firms in order to meet the needs of this project. This consultant contract, financed in part with federal funds, is subject to Title 49, Part 26, Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." For studies drawing on federal funding under a NJTPA grant, the DBE/ESBE participation goal shall be at minimum 12.44% (see attached "DBE and ESBE Participation" provisions for further details).

The proposal must identify all organizations and individuals within the organizations who will participate on the consultant team and include the qualifications of both the consultant firm(s)

and resumes of all assigned staff. Any samples of prior work included in the proposal must be the work product of the specific proposed team members. Generic firm project descriptions by professionals not proposed to be part of the project team are unacceptable. The proposal must describe the tasks to be performed by each individual on the consultant team and the amount of time that each person will contribute to the total time spent on the study. Any requests for substitutions to the assigned staff must be placed in writing and will be subject to approval by Jersey City's project manager for the study and the NJTPA. In addition, this section of the proposal must include:

An organizational chart showing the reporting and reviewing relationships of all participants in the consultant team

The name of the Disadvantaged Business Enterprise(s) and/or Emerging Small Business Enterprise(s), the firm's DBE or ESBE certification, participating staff from the DBE and/or ESBE, and specific tasks to be performed by the DBE and/or ESBE (and/or documentation of good faith efforts)

The contact information, including name, title, street and mailing addresses, telephone, fax, and e-mail and website addresses for the lead members of each firm or organization of the consultant team

The name and contact information for a consultant team project manager/principal contact with a description of a plan for day-to-day communications between consultant team project manager and Jersey City project manager

A description of the consultant team's Quality Control/Quality Assurance procedures
Certification of the availability of professional and technical staff during the life of the project

Project Scope of Work

The proposal must include a Scope of Work and project timeline that shows major milestones, not longer than 10 pages, detailing how, at a minimum, all tasks described in the Scope of Work section of this RFP are to be completed. The proposed format of public meetings should be described.

Project Approach

A general discussion of the approach the Respondent is proposing should be contained in this section. The Respondent should state what it believes to be the primary objectives for each of the five tasks and the Final Report, and how its scope of work achieves those objectives.

Project Timeline

The project timeline should indicate major milestones and the percentage of time each task represents.

Schedule of Deliverables

(All work must be complete by March 30, 2018.)

The proposal must include a table that defines and describes the deliverable(s) (work products) associated with each task and subtask and the anticipated date of submission of each task deliverable in terms of weeks from project initiation. All final products must be submitted in electronic and hard copy versions. The proposal must state the specific formats for each task deliverable. (Microsoft formats, Adobe PDFs, and ArcView are preferred.) Jersey City staff will approve the format for all deliverables. All modeling and GIS data shall be to City and NJTPA standards. All final deliverables must be submitted to the City by March 30, 2018.

Schedule of Meetings & Presentations

The proposal must include a table that shows all progress update meetings and meetings of the Steering Committee and general public. The proposal should indicate the number of presentations to governing bodies anticipated/budgeted.

City Responsibilities

The proposal must include discussion of the Respondent's assumptions of the responsibilities of the City of Jersey City. This section should describe in detail what Jersey City should accomplish in order for this effort to succeed.

Assumptions

In this section, list other assumptions or qualifying statements that relate to the proposal or project.

References

Please provide the contact information for three references, outside Jersey City staff, associated with prior relevant work by the consultant team or its lead members. At least one reference should be from the public sector. At least one reference should be from an individual who has worked directly with the lead consultant team's project manager within the last 5 years.

Cost Proposal

The City of Jersey City is seeking a cost plus fixed fee proposal for the Scope of Work. The consultant will be paid on a cost reimbursement basis for costs incurred, up to a fee not to exceed the total budget determined by the City. To be eligible for reimbursement, costs must be in accordance with federal cost principles. Respondents must submit a cost proposal itemized by each major task in the Scope of Work, which is inclusive of all expenses.

The Respondent must submit a cost proposal that is separate from the technical proposal. **Please see the sample budget attached to this RFP.** The Respondent must submit the following:

- firm's name and the project name for which the schedule applies date of submission

- a list of all personnel working on the study, including sub-consultants, with job titles
- the hours per task for each employee the hourly wage rate for each employee with the effective date of hourly wage rates identification of DBE/ESBE firm(s) on the consultant team (a minimum of 12.44% of total budget must be allocated to the DBE/ESBE firm(s) or documentation of good faith efforts will be required to be submitted)
- overhead rate
- other direct expenses
- fee (or profit; this is a negotiated percentage of the sum of direct salary plus overhead)
- the length of time that the cost appraisal is considered valid

5. SECTION 5: PROPOSAL SUBMISSION REQUIREMENTS

The following are general terms and conditions which may or may not be explained elsewhere in this RFP.

5.1. Number of Copies

Respondents must submit 3 copies of their proposals:

- Signed original (full)
- Copy of full original (unbound for scanning and distribution)
- Redacted (unbound for scanning and distribution per OPRA)

Review Item 2.10 for guidelines on NJ's Open Public Records Act (OPRA) and proprietary information. If proposal contains no proprietary information, it is not necessary to submit redacted copy.

5.2. Proposal Media

Proposals forwarded by facsimile or e-mail will not be accepted, however Respondents may alternately submit one signed original and 1 softcopy version (PDF only) on CD.

Please note that the City will not be responsible for CDs or softcopy files which cannot be opened, and that this may be grounds for rejection.

Responses should be complete and comprehensive. Elaborate bindings or literature are not necessary, but all documentation must be clear and legible. Poor quality copies of materials may be rejected.

5.3. Proposal Format

To facilitate a timely and comprehensive evaluation of all submitted Proposals, it is essential that all Respondents adhere to the required response format. The City requires a standard format for all Proposals submitted to ensure that clear, concise and complete statements

are available from each Respondent in response to requirements. The required format is detailed in Section 4.

The City is not under any obligation to search for clarification through additional or unformatted information submitted as a supplement to the formatted response. Where a Proposal contains conflicting information, the City at its option may either request clarification or may consider the information unresponsive.

5.4. Proposal Length

The exact presentation and layout format of Proposals is up to the discretion of the Respondent, however a Written Proposal (Section 4) of under 25 pages is strongly suggested. Each proposal and all required forms must be signed in ink by a person authorized to do so.

5.5. Proposal Deadline

Proposals must be received by 11:00 AM on March 21, 2017 at the Purchasing Division, 394 Central Avenue, 3rd Floor, Jersey City, NJ 07307.

5.6. Delivery of Proposals

It is the Respondent's responsibility that Proposals are presented to the City at the time and at the place designated. Proposals may be submitted in person, or may be sent by U.S. certified mail return receipt requested, or may be sent by private courier service.

Mail Proposals to:

Peter Folgado, Purchasing Agent
Division of Purchasing
394 Central Avenue, 3rd Floor,
Jersey City, NJ 07307

6. SECTION 6: EVALUATION CRITERIA

6.1. Evaluation Methodology

Proposals will be evaluated by a Consultant Selection Committee consisting of the Business Administrator or a designee, the City's Project Manager, the NJTPA Project Manager, and representatives from New Jersey Transit and New Jersey Department of Transportation. Each evaluator will score the written proposals and rank the Respondents.

The selected consultant team should have expertise in the following areas:

1. excellent written and oral communication skills
2. bicycle facility planning

3. pedestrian facility planning
4. city planning and urban design for a highly-urbanized environment
5. public outreach

The day-to-day project manager for the consultant team must have both New Jersey Professional Planner license and AICP certification.

6.2. Evaluation Matrix

A consultant-selection committee will evaluate all proposals based on the following criteria and weights:

Evaluation Criteria	Points
Cost Proposal	20
Consultant Team Qualifications (including but not limited to organizational capacity, project management ability, qualifications of assigned staff, past projects of assigned staff)	15
Technical Approach	20
Understanding of Scope of Work (including but not limited to familiarity with Jersey City)	15
Creativity and Innovative Ideas	10
Schedule and Deliverables	15
Commitment to Diversity	5
Total	100

6.3. Written Response Evaluation

For each of the above written response criteria, the committee will determine the extent to which the requirements are fulfilled. This will be scored from 0 to 2, as follows:

- | | |
|---|----------------------------------|
| 0 | No requirements met |
| 1 | Some or most requirements met |
| 2 | All requirements met or exceeded |

Each criterion will be weighted by the extent to which the requirements are met and the resultant scores totaled, with 200 (100x2, total possible points x highest possible score) being the highest possible score. Each evaluator will then rank the Respondents by total score.

Each criterion will be weighted by the extent to which the requirements are met and the resultant scores totaled, with 200 being the highest possible score. Each evaluator will then rank the Respondents by total score.

6.4. Final Evaluation and Report Committee

The City will select the most advantageous Proposal Statement based on the all of the evaluation factors set forth in this RFP, and make the award in the best interest of the City. The Respondent whose proposal is ranked highest among the greatest number of evaluators will be selected for the project. The maximum score for the written proposal will be 200 points. Each Proposal must satisfy the objectives and requirements detailed in this RFP. The City will prepare a report listing all Respondents who submitted proposals, ranking them in order of evaluation, and recommending the selection of a Consultant, indicating the reasons why the Consultant was selected, and detailing the terms, conditions, scope of services, fees and other matters to be incorporated into the Contract.

6.5. Contract Award

A contract will be awarded pursuant to N.J.S.A. 40A:11-4.1 et seq. and N.J.A.C. 5:34-4.1 et seq. (Competitive Contracting Law and Regulations). The Municipal Council will vote to accept the proposal of a Respondent within 60 days of the receipt of proposals, except that the proposals of any Respondents who consent thereto, may, at the request of the City, be held for consideration for such longer period as may be agreed.

6.6. Executing Contract/Liquidated Damages

The Consultant whose Proposal is accepted will be required to execute four (4) copies of the Contract and insurance certificates to the City within ten (10) days after notice of acceptance.

The Consultant, upon failure or refusal to execute and deliver the signed Contract and insurance certificates required, within ten (10) days after receipt of the Contract shall forfeit the certified check, cashier's check or Bid Bond to the City as liquidated damages for such failure or refusal.

The damages to the City for breach as above provided will include loss from interference with its program and other items whose accurate amount will be difficult or impossible to compute. The amount of the Bid Guarantee accompanying the Proposal of such Consultant shall be retained by the City, not as a penalty but as liquidated damages for such breach. In the event any Consultant whose Proposal has been accepted shall fail, refuse or resist to execute the Contract as herein before provided, the Municipal Council of the City may, as its option, determine that such Consultant has abandoned the Contract and thereupon the proposal and the acceptance thereof shall be null and void and the City shall be entitled to liquidated damages as above provided.

The rights and obligations provided for in the Contract shall become effective and binding upon the parties only with its formal execution by the City. Any services delivered prior to said execution of Contract shall be at the Consultant's risk.

7. SECTION 7: GENERAL TERMS AND CONDITIONS

The following are general terms and conditions which may or may not be explained elsewhere in this RFP.

7.1. Original/Authorized signatures

Each proposal and all required forms must be signed in ink by a person authorized to do so, and notarized with a raised seal, where applicable.

7.2. Equal Opportunity/Affirmative Action Requirements

Consultants are required to comply with the provisions of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq. No firm may be issued a contract unless it complies with these affirmative action provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language for Goods, Professional Services and General Service Contracts, Exhibit A summarizes the full required regulatory text. Goods and Services (including professional services) Selected Consultant(s) shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- a) A photo copy of a valid letter that the Consultant is operating under an existing Federally approved or sanctioned affirmative action programs (good for one year from the date of the letter); or
- b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the Consultant, in accordance with N.J.A.C. 17:27-4.

The Consultant's attention is also called to **Section 8** of this document which contains the required information and forms. For information on EEO/AA requirements and forms only, please contact:

Jeana Abuan,
Supervising Administrative Analyst, Public Agency Compliance Officer
Department of Administration/Office of Tax Abatement & Compliance
13 Linden Avenue East, Jersey City NJ 07305
Tel.# 201-547-4538
E-mail Address: abuani@icnj.org

7.3. Business Registration Certificate

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.).

Consultants are required to comply with the requirements of P.L. 2004, c. 57 (Chapter 57) which include submitting a copy of their Business Registration Certificate (BRC), issued by the NJ Department of the Treasury.

7.4. Clarification of RFP

Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the City's designated contact person's decision shall be final and conclusive.

7.5. Termination for Cause or Convenience

During the term of the Contract, the Business Administrator shall have the right to terminate the Contract for convenience, in whole or in part, by giving 30 days' written notice prior to the effective date of termination. If the Contract is terminated by the Business Administrator as provided herein, the Consultant shall be paid for all obligations incurred and services rendered to the date of termination.

In the event the performance by the Consultant of the services provided for under this agreement is unsatisfactory to the City, the City agrees to notify the Consultant in writing and the Consultant agrees to within five (5) calendar days rectify the unsatisfactory condition or performance. Should the unsatisfactory performance or condition not be rectified within five (5) calendar days of notice being given, the City shall at its sole option be entitled to terminate this agreement immediately. The Consultant shall not be entitled to any compensation for services subsequent to receiving notice of termination from the City.

The City shall have the right to terminate the agreement immediately upon the happening of any of the following events:

- a. The Consultant is adjudged bankrupt or makes an assignment for the benefits of creditors.
- b. The Consultant fails to or refuses to obey laws, ordinances, regulations and such orders as given by the Business Administrator or his authorized designee with respect to the Contract.
- c. The Consultant fails to make prompt payment to persons supplying labor or materials for the work.

- d. The City suffers a property loss due to the Consultant's negligence in performing the Contract.

These provisions, (or any other terms of this Subcontract), The City reserves the right to issue an immediate stop work order notice to the Consultant upon receipt of the same from the state and/ or federal funding authorities. No payment for work, expenses or costs after the date of the stop work order notice will be paid by the City (including non-cancelable costs) unless the Consultant receives the same from the state and/ or federal funding authorities.

7.6. Insurance

The Consultant shall not commence nor perform services under this Contract until the required insurance has been obtained and such insurance has been approved by the City. This insurance shall be written with an acceptable company authorized to do business in the State of New Jersey, shall be taken out before any operations of the Consultant are commenced and shall be kept in effect until all operations shall be satisfactorily completed. "Claims made" insurance policies do not satisfy the insurance requirements under this Contract.

a. Proof of Insurance

The Consultant shall furnish the City with insurance certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance policies. The insurance covered by the certificates will not be canceled or materially altered, and shall include an endorsement to the effect that the insurance company will give at least thirty (30) days written notice to the City of any modification or cancellation of any of the policies.

b. Time to Provide Proof of Insurance

The certificates of insurance containing all provisions as required by the City shall be provided to the City with the executed contract. Failure to provide proof of insurance prior to the execution of the contract will result in forfeiture of the bid security.

c. Consultant's Hold Harmless Agreement

The Consultant's insurance coverage, except Workers' Compensation, shall contain a clause indemnifying and saving harmless the City and its agents from any and all liability of whatever nature arising from the work to be performed under the Contract, including attorney's fees and costs in connection with the defense of such claims. The certificate of insurance furnished by the Consultant shall spell out specifically that the above indemnification is guaranteed by the policy. The City, its officers, agents, servants and employees as their interest may appear, shall be named as an additional insured on said policies insofar as the work and obligations performed under the Contract are concerned.

d. Endorsement

An endorsement covering the City shall be added to all policies. The endorsement shall read:

"The City of Jersey City, its officers, agents, servants and employees shall be held harmless and indemnified against any act or omission or condition or claim arising out of and during the performance of the work under this Contract."

The above shall also specifically cover Automobile Insurance including owned vehicles, hired vehicles and other non-owned vehicles.

Types of Required Insurance

1. **Worker's Compensation Insurance:**
The Consultant shall procure and maintain during the life of this Contract, Worker's Compensation insurance as required by New Jersey law for all employees to be engaged in work under this Contract and Employer's Liability in the amount of \$1,000,000.
2. **Consultant's General Liability Insurance and Property Damage Insurance:**
The Consultant shall procure and maintain during the life of this Contract, Consultant's General Liability Insurance and Property Damage Insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate with companies and in the form to be approved by the City. Said insurance shall provide coverage to the Consultant and the City, its officers, agents, servants, and employees as their interest may appear. The coverage so provided shall protect against claims for personal injuries, including accidental death, as well as claims for property damages, which may arise from any act or omission of the City, the Consultant or by anyone directly or indirectly employed by them.
3. **Automobile Insurance:**
Liability Insurance to cover each automobile, truck, vehicle or other equipment used in the performance of the Contract in an amount not less than \$1,000,000.00 on account of injury, death or property damage to one person and not less than \$1,000,000.00 on account of injury or death of two or more persons.
4. **Additional Insured:**
General and Auto Liability policies must include the City of Jersey City as an Additional Insured.

7.7. Indemnity

The Consultant agrees to indemnify, hold harmless and defend the City, its officers, agents, servants and employees as their interests may appear, from any and all liability including claims, demands, losses, costs, damages and expenses of every kind and description or damage to persons or property arising out of or in connection with or

occurring during the course of this agreement where such liability is founded upon or grows out of the acts, errors or omissions of the Consultant, its officers, employees, agents or subcontractors. The Consultant will after reasonable notice thereof, defend and pay the expense of defending any suit which may be commenced against the City, its officers, agents, servants and employees as their interests may appear, by any third person alleging injury by reason of such carelessness or negligence and will pay any judgment which may be obtained against the City, its officers, agents, servants and employees as their interests may appear in such suit. In defending any suit, the Consultant shall not, without obtaining express written permission in advance from City's Corporation Counsel, raise any defense involving in any way the immunity of the City or the provisions of any statute respecting suits against the City. The Consultant shall be required to provide all appropriate documentation demonstrating the compliance with indemnity requirements of the Contract to the City with the executed Contract.

7.8. Disputes

The City and Consultant agree that in the event of a dispute arising under the Agreement, whether involving law or fact or both or extra work or claims for additional compensation or claims for alleged breach of Contract the parties agree to follow the procedures set forth below:

- a. All such disputes shall be reported to the Business Administrator or his authorized designee, within Forty-Eight (48) hours of commencement of such dispute. Consultant shall submit a detailed claim with such specificity to provide the Business Administrator with an intelligent basis for resolving the dispute. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived except that if the claim is of a continuing character and notice of the claim is not given within Forty-Eight (48) hours of its commencement, the claim will be considered only for the period commencing Forty-Eight (48) hours prior to the receipt by the City of notice thereof.
- b. Each decision by the Business Administrator will be in writing and will be mailed to the Consultant by registered or certified mail, return receipt requested, directed to his last known address.
- c. If the Consultant does not agree with any decision of the Business Administrator, he shall in no case allow the dispute to delay the work but shall notify the City promptly that he is proceeding with the work under protest; however, the Consultant may exclude any disputed claim from the final release.

- d. In the event of disputes involving non-monetary issues, the Business Administrator's decision shall be final. The Business Administrator may conduct such fact finding as he deems necessary in order to resolve the dispute

8. SECTION 8: REQUIRED ADMINISTRATIVE FORMS (begin on next page)

CITY OF JERSEY CITY
DEPARTMENT: HOUSING AND ECONOMIC DEVELOPMENT
PURPOSE: PEDESTRIAN ENHANCEMENT PLAN

REQUEST FOR PROPOSALS
DIVISION: CITY PLANNING
DUE DATE: 03 | 21 | 2017

CITY OF JERSEY CITY
PROJECT: **PEDESTRIAN ENHANCEMENT PLAN**

The undersigned is (an individual)
(a corporation) under the laws
(a partnership)

of the State of _____ having offices

at _____ and submits this proposal in response
to the City's RFP.

Signed: _____

Name: _____

Title: _____

Company: _____

Address: _____

CITY OF JERSEY CITY
 DEPARTMENT: HOUSING AND ECONOMIC DEVELOPMENT
 PURPOSE: PEDESTRIAN ENHANCEMENT PLAN

REQUEST FOR PROPOSALS
 DIVISION: CITY PLANNING
 DUE DATE: 03 | 21 | 2017

CITY OF JERSEY CITY
 PROJECT: **PEDESTRIAN ENHANCEMENT PLAN**

RESPONDENT: _____

RESPONDENT'S CHECKLIST

Item	Vendor Initials	Administration Review
A. Proposal*		
B. Non-Collusion Affidavit properly notarized		
C. Statement of Corporation Ownership/Stockholder Disclosure *		
D. Mandatory Affirmative Action Language		
E. Americans with Disabilities Act		
F. Affirmative Action Compliance Notice		
G. MWBE Questionnaire		
H. Employee Information Report (or Form AA302)		
I. Business Registration Certificate		
J. Acknowledgment of Receipt of Addenda*		
K. Exception Sheet		
L. Non-Submission of Proposal Form		
M. Documentation of DBE Participation or Good Faith Efforts.		
N. Original signature(s) on all required forms.		

Failure to include items marked with an asterisk () with the proposal will result in automatic rejection of the proposal

BID GUARANTEE

Attach herewith is a: (Check one)

☐ Certified Check
☐ Cashier's Check
☐ Bid bond

In the amount of \$5,000

The undersigned agrees that this check or bond is to be forfeited as liquidated damages and not as a penalty, if the contract is awarded to the undersigned and he shall fail to execute the contract for the project or forward the bond required within the stipulated time. Otherwise, the check or bond will be returned to the undersigned.

Each bid shall be accompanied by a certified check, cashier's check or bid bond in the amount of \$5,000. No cash will be accepted. The Vendor's bond shall be made by a surety company qualified to do business in the State of New Jersey and must be signed by an officer or agent of the surety company authorized to execute the Bid Bond on behalf of the surety company. Include with the bond such documents which indicate that the officer or agent is authorized to execute the bid bond. If a certified check is offered as a guarantee, it shall be made payable to the City of Jersey City.

Item B. NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY CITY
OF JERSEY CITY:

I certify that I am _____

of the firm of _____

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25)

(Signature of respondent) _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY _____ OF 20 _____

(TYPE OR PRINT NAME OF AFFIANT UNDERSIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 .

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

Item C. STATEMENT OF CORPORATION OWNERSHIP/STAKEHOLDER DISCLOSURE

PUBLIC DISCLOSURE INFORMATION

N.J.S.A. 52:25-24.2 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria has been listed.

STOCKHOLDERS:

Name	Address	% owned

SIGNATURE : _____

TITLE: _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY _____ OF 20 _____

(TYPE OR PRINT NAME OF AFFIANT UNDERSIGNATURE)

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 20 _____

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

Request for Proposals

Bid 1702-001

Professional Planning Services Pedestrian Enhancement Plan

prepared for
City of Jersey City, NJ



prepared by
Fitzgerald & Halliday, Inc.
New York, NY

in association with
Street Plans

March 21, 2017



FITZGERALD & HALLIDAY, INC
Innovative Planning, Better Communities

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~ Summary Statement ~

Fitzgerald and Halliday, Inc. (FHI) is delighted to respond to your Request for Proposals (RFP) for a Pedestrian Enhancement Plan (PEP) for the City of Jersey City. Our approach to work is based on our corporate vision of "Innovative Planning – Better Communities," and we believe that a broad range of viable transportation options are the foundation of great places. FHI is excited to serve Jersey City in providing a safe, comfortable, and beautiful pedestrian environment and has assembled a strong team of professional staff including the firm Street Plans, to provide these services. We are excited about the opportunity to work with a community that is interested in sustaining a pedestrian-friendly environment and supporting walking throughout the City's six wards.

FHI is a full-service planning firm that provides public involvement, transportation, land use, cultural resource, and environmental consulting services throughout the Northeast. We have worked on similar pedestrian transportation projects for the past thirty years. This project is directly in line with FHI's vision for what makes communities better and matches our skill strengths that include cutting edge pedestrian and mobility planning and innovative stakeholder involvement.

Jersey City is seeking to further improve the pedestrian realm and requires innovative planners to help develop a rational and replicable methodology to identify those improvements while engaging stakeholders meaningfully. Our staff will utilize the knowledge and

experience from our past projects and our overall breadth of corporate experience working with similar clients to provide these services.

Our Team

If selected, Ryan Walsh, AICP/PP will serve as the Project Manager for this assignment. Ryan brings strong management skills and extensive experience delivering public involvement and pedestrian-oriented services. As Project Manager for a project with NYCDOT's Green Infrastructure Unit, Ryan represented pedestrian interests in a multi-agency effort to install green infrastructure in the right-of-way, ensuring that New York City streets remain safe and comfortable for pedestrians. Non-motorized transportation is a personal and professional passion for Ryan, and, in addition to being a year-round, rain-or-shine bicycle commuter and avid walker, he is also the lead author of the National Cooperative Highway Research Program (NCHRP) publication, "Local Policies and Practices that Support Safe Pedestrian Environments."

Ryan Walsh will be supported by a full complement of FHI's professional team. Key personnel include Francisco Gomes, AICP, who has significant pedestrian planning and design experience, and Michael Morehouse, a nationally recognized expert in complete streets planning. I, Ken Livingston, AICP, and Vice President of FHI, will serve as Senior Advisor for this project. I am a



transportation planner committed to assisting livable, functional, multi-modal communities. In addition, I am committed to be involved with every project under my supervision.

FHI has teamed with Street Plans for this proposal. Street Plans is an award-winning urban planning, design, and research/advocacy firm known for advancing innovative practices to test and implement projects for a range of public, private, and non-profit clients. Through the publication of open-source guides and a full-length book published by Island Press, they have become the stewards of the international Tactical Urbanism movement.

Tactical Urbanism is a city and/or citizen-led approach to neighborhood building using short-term, low-cost and scalable interventions to catalyze long-term change. Examples of Tactical Urbanism include highly-visible and formalized efforts, such as New York's Pavement to Plazas program, or San Francisco's parklet program, both of which have been replicated in dozens of cities across North America. Tactical Urbanism projects are defined by the following characteristics:

- A deliberate, phased approach to instigating change
- The offering of local solutions for local planning challenges
- Short-term commitment and realistic expectations
- Low-risk/low-cost approach, with a possibility for high reward
- The development of social capital and social cohesion among community members
- Enhanced collaboration between public, private, and non-profits sectors

Project Understanding

We are excited about the prospect of undertaking this study with this innovative team of planners and specialists. We believe our pedestrian planning experience, creative recommendations and design strategies, proven record of successful stakeholder engagement, and strong project management skills make us the best team to undertake this study effort.

Summarizing the items that set us apart:

- Pedestrian, Complete Streets, Community Planning subject matter experts
- Expertise in Tactical Urbanism that will offer both long-term capital project and policy recommendations, as well as near-term and inexpensive improvements that can be implemented immediately
- Emphasis on community and stakeholder involvement and our proven ability to implement the process successfully in an open and effective manner
- Graphic and map design expertise to make clear, concise, and attractive communication tools
- Professionals who bring a proven commitment to customer service and a long history of providing services like those requested in this scope

This study is about building upon Jersey City's considerable efforts to improve the pedestrian environment. It is about enhancing pedestrian safety through improvements that put the pedestrian first and do not harm the pedestrian experience. It is about supporting pedestrian activity to make walking more attractive to residents, workers, and visitors, so that travel to and around Jersey City without a private vehicle is not only a viable option but the preferred choice. Finally, it is about providing Jersey City with a replicable methodology and toolbox to implement pedestrian improvements in a responsive and efficient manner. We are excited about the possibility of working with the City of Jersey City on this Pedestrian Enhancement Plan.



BICYCLE AND PEDESTRIAN PLANNING

Through our planning expertise, Fitzgerald & Halliday, Inc. (FHI) seeks to create more livable communities. A transportation network that supports bicycle use and pedestrian activity is a key component of a livable community, offering recreation, downtown vitality, commuting options, and access to transit. FHI has not only been successful in bringing communities together to create a vision for bicycle and pedestrian-friendly networks, but is also accomplished in several areas of bicycle and pedestrian planning, including:

- Conducting network analyses
- Level of service evaluations
- Pedestrian accessibility assessment
- Bicycle and pedestrian design guidelines
- Crash analyses
- Safe Routes to School (SRTS) programs
- Traffic calming
- Corridor planning

Network Analysis/Improvement Prioritization

It is important to adequately assess a bicycle and pedestrian network to better understand the range of possibilities that can create better walking and bicycling facilities. In addition to on-the-ground field work, FHI is skilled at including stakeholders and the local community to determine the most critical deficiencies and opportunities for improvements. FHI

has developed and implemented project selection criteria and scoring for bicycle and pedestrian improvement projects.

Bicycle Suitability/Level of Service

Data and criteria such as roadway volumes, shoulder widths, slopes, and pavement conditions can be analyzed to provide useful information on the suitability and conditions of roads for bicyclists. This type of analysis allows bicyclists to ride the routes that are most comfortable for them. FHI has experience doing this type of analysis by roadway segment using a GIS platform.

Pedestrian Accessibility Guidelines

FHI is familiar with the accessibility guidelines for Americans with Disabilities Act (ADA) and Public Right-of-Way Accessibility Guidelines (PROWAG). FHI has completed detailed assessments of existing facilities and proposed design and construction improvements to make such facilities in the public realm usable by all.

Bicycle and Pedestrian Design Guidelines

FHI staff is conversant in published design guidelines and their application in real-world situations. Our staff has provided design services for trails, roadway intersections, pedestrian improvements (bulb-outs, refuge islands), signing and striping, lighting, and ADA improvements. FHI's work has included preparing overviews of nationwide bicycle and pedestrian

design guidelines and producing research syntheses for use by state transportation professionals.

Our expertise enables us to provide design alternatives that meet published design criteria and are implementable under federal and state guidelines.

Safety Audits and Review/Crash Analyses

A comprehensive understanding of local conditions helps in the formulation of a plan for improving the safety of all travel modes. Our staff has conducted a number of bicycle and pedestrian safety audits for individual intersections, as well as safety reviews and crash analyses for roadways of various classifications, from neighborhood to principal arterial. Safety reviews have included assessment of crash data, roadway geometry, and traffic operations.

FHI has conducted various data collection activities to obtain necessary information, including videotaping, site observations, and field measurements. We have the ability to interpret data, determine crash types and counter measures, confer with roadway design engineers, and interact with agencies and the public to help formulate safety improvement plans for all travel modes.

Safe Routes to School (SRTS) Planning

Understanding the needs of pedestrians and bicyclists is critical to developing successful SRTS programs. Likewise, SRTS projects benefit not just students walking and bicycling to school, but all pedestrians and bicyclists who use the network.

FHI has experience organizing and instructing at SRTS informational workshops, developing SRTS Master Plans, conducting walk audits, and assisting schools with educational and encouragement activities. In addition, FHI has developed a statewide crossing guard training curriculum.

Traffic Calming

FHI has worked with neighborhoods, municipalities, and state transportation agencies to identify means by which to improve safety for all modes through application of traffic calming practices. We are familiar with state of the practice traffic calming measures and standards. We have led public outreach efforts, recommended specific improvements, and crafted local ordinances to optimize the design of more livable corridors and communities.

Corridor Planning

FHI staff has worked on many corridor planning projects for both roadway and transit corridors that have included a strong focus on improving conditions for walking and bicycling. FHI has developed corridor management plans, access management plans, and bicycle and pedestrian access plans for these corridor projects. FHI has also planned multiuse paths to be used as an alternative transportation mode in major automobile or transit corridors and conducted extensive stakeholder engagement on the Complete Streets conversion of heavily travelled urban thoroughfares.

Bicycle and Pedestrian Planning Services

- Network analyses
- Level of service evaluations
- Americans with Disabilities Act (ADA) assessments
- Bicycle and pedestrian design guidelines
- Crash analyses
- SRTS programs
- Traffic calming
- Corridor planning

Featured Projects

- Statewide Bicycle and Pedestrian Plan, CT
- Norwalk Pedestrian and Bikeway Plan, CT
- Safe Routes to School Non-infrastructure Program, CT
- South Central Regional Council of Governments Pedestrian and Bicycle Transportation Plan, CT
- Roton Middle School Safe Routes to School Plan, CT
- Hudson River Valley Greenway, NY
- New Jersey School Zone Design Guide, NJ

CONNECTICUT

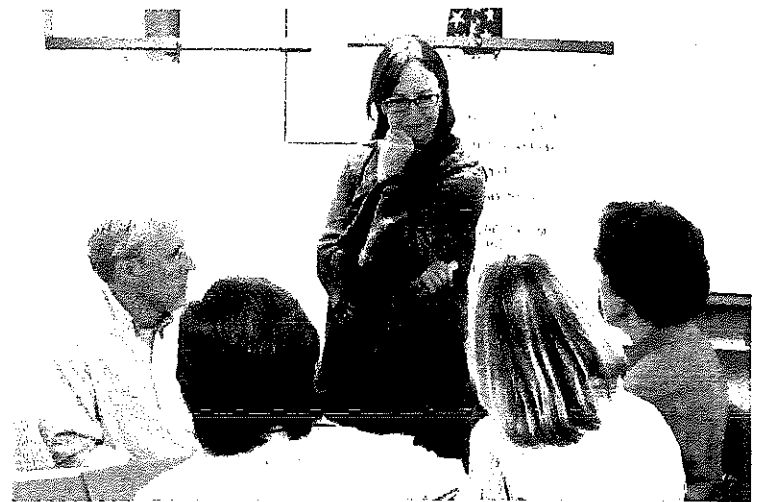
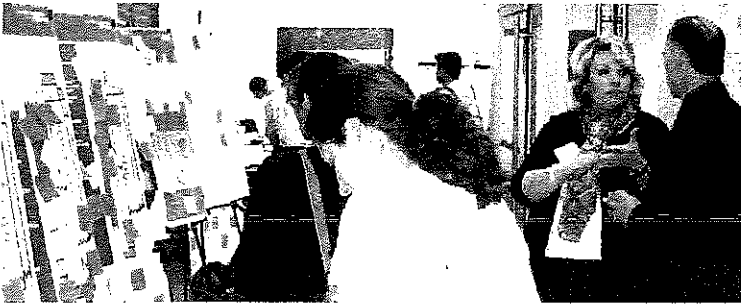
416 Asylum Street
Hartford, CT 06103
860.247.7200

NEW YORK

11 Hanover Square, 3rd Floor
New York, NY 10005
917.339.0488

NEW JERSEY

926 Haddonfield Road, Suite E #349
Cherry Hill, NJ 08002
888.579.6643



PUBLIC INVOLVEMENT

Fitzgerald & Halliday, Inc. (FHI) is a leader in public outreach and seeks to build better communities through involving the general public and gathering their input for planning, transportation, and infrastructure projects. Public involvement is an important component of planning projects that is most effective when started early in the planning process. Building consensus for a project through energetic and comprehensive community engagement that allows for a two-way exchange of information is key for successful project outcomes.

FHI has not only conducted numerous public outreach efforts for a variety of project types, but has also developed innovative methods and practices to better gather valuable input from stakeholders.

Our Public Involvement Approach generally begins with crafting a Public Involvement Plan that will best serve project needs, including:

- An understanding of the needs of the client and project
- Knowledge of how to produce the maximum results within the budget available and
- How to choose the right communication tools

The key to success in any public involvement strategy is to involve a broad cross-section of stakeholders, listen well and be responsive to comments, and use a broad array of tools

and outreach techniques, as different people absorb data in different ways. The “public” in public involvement does not only include the general public, but also refers to key stakeholders such as public agencies, municipalities, regional agencies, advocacy groups, and property or business owners. Thus, the “public” often represents stakeholders with wide disparity in knowledge about the project or the issues. This makes education essential to the outreach process.

Public Outreach Tools and Techniques

FHI employs a wide range of tools to encourage public awareness of and involvement in a project. The tools chosen depend on the project scope, budget, outreach goals, stakeholders, and message. In all cases, we find it beneficial to reach out in multiple ways so that the message is more readily received. Some of the communication methods more commonly used include public meetings and mobile outreach events in communities, charrettes and workshops, technical advisory/working group meetings and focus groups, newsletters and social/news media outreach, multimedia displays and presentations, posters and graphics in multi-lingual formats, interactive project websites, and online applications. We have recently utilized online public workshops that are available 24/7 via a project website.

Innovative Methods

FHI continually seeks new ways to reach the public and encourage a dialogue about the planning process. Several public engagement innovations include the use of public polling tools. Use of a keypad polling system at public meetings collects audience responses that are displayed in real-time on a large screen for the audience to view community preferences. Another polling method employs smart phone technology where participants can text responses to posted survey questions to provide their input on issues in their community.

Responses are collected and can be analyzed in real time to inform the study process.

FHI has successfully led public engagement efforts and built consensus for project outcomes, even under tight timelines with adverse project conditions. We continually pursue new methods to involve the general public and simplify their participation in the planning process, making it possible to gather input from everyone who wishes to be involved.

Public Involvement Services

- Charrettes/visioning
- Flyers/mailings and newsletters
- Focus groups and interagency meetings
- Media relations strategy and publicity
- Public meetings/workshops and meeting facilitation
- Online and community surveys
- Public Involvement Program design and coordination
- Social media coordination
- Stakeholder database management
- Website design and management

Featured Projects

- I-84 Viaduct Program Management, CT
- Lake Champlain Bridge Replacement, NY and VT
- Metropolitan District Commission (MDC) Program Management, CT
- North Jersey Transportation Planning Authority (NJTPA) Public Outreach for Regional Planning, NJ
- Syracuse Metropolitan Transportation Council I-81 Public Participation Project, Phases 2 & 3, NY
- TransformCT, Connecticut's Strategic Transportation Plan, CT

CONNECTICUT

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STREET PLANS

ABOUT OUR FIRM

Street Plans is an internationally recognized and award winning planning and design practice based in New York City, Miami, and San Francisco. Founded in 2009, our company has demonstrated expertise in bicycle, pedestrian, urban transport, and land use planning. Our multi-disciplinary capabilities and passion for Complete Streets have been solicited for projects in urban, suburban, and rural environments across the USA, including completing Miami's 2030 Bicycle Master Plan, New York City Bike Share, and the EPA award-winning Plan El Paso. Street Plans has also completed numerous projects across California, including a diverse range of projects in the San Francisco Bay Area.

Street Plans is known internationally as the creator of *The Open Streets Project* and the leading practitioner of Tactical Urbanism. The firm's thought-leading publications include the recently published 2015 Island Press book, *Tactical Urbanism: Short-term Action for Long-term Change*, as well as *Tactical Urbanism Vol. 1-5, Mercado: Lesson from 20 Markets in South America*, *Public Space Stewardship Guide: A Toolkit for Funding, Programming, and Maintenance* – developed for the City of San Francisco Planning Department – and the recently published *Tactical Urbanism Guide to Materials and Design*, funded by the Knight Foundation. Street Plans is currently leading or serving as a sub-consultant on active transportation and Tactical Urbanism projects in New York City; Poughkeepsie, NY; West Palm Beach, FL; Burlington, VT; Auckland, New Zealand; Thessaloniki, Greece; and across the Southern California region.

Planning + Design

Active Transportation

- Comprehensive Bicycle + Pedestrian Master Plans
- Bicycle Parking Plans (Including New York City Bicycle Access Plans)
- Greenway, Path, and Trail Plans
- Bicycle and Pedestrian Network Audits
- SmartCode Bicycle Module Calibration

Transportation Planning

- Comprehensive Plan Transportation Elements
- Street Design Standards
- Street Network Planning + Design

Urban Design + Land Use Planning

- Zoning Codes and Master Plans
- Transit-Oriented Development
- Neighborhood/Corridor/Community/Regional Master Plans
- Comprehensive Plan Amendments + Land Use Policies
- Land Use + Zoning Code Analysis
- Form-Based Codes

Architectural Design

- Full Architectural Services
- Building Design
- Building Type Development
- Development Standards
- Architectural Standards

Tactical Urbanism

- Lectures | Workshops | Trainings
- Research + Best Practice Development
- Demonstration Projects (one day to one week)
- Pilot Projects (one month to one year)
- Interim Design Projects (one year to five years)
- Policy Development
- Strategy + Advising
- Metrics + Evaluation

Public Involvement

- Meeting + Workshop Facilitation
- Demonstration Projects
- Project Branding and Communications
- Project + Program Websites
- Web-Based Community Planning + Engagement Tools
- Event Planning | Marketing | Public Relations

NORTH AUSTIN WALK AUDIT

Type: Walk Audit

Size: 25 people, 1.5 miles

Status: Completed

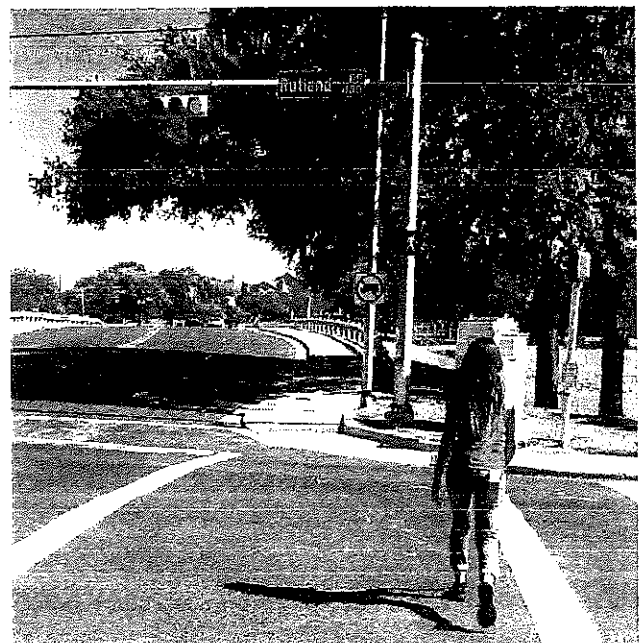
The City of Austin and the North Austin YMCA hired Street Plans to lead a community Walk Audit in honor of National Walking Day (April 6, 2016). A Walk Audit is an unbiased examination/evaluation of the walking environment. The focus of this project was to lead a community Walk Audit that accomplished the follow goals:

- Assess current issues in the pedestrian realm throughout the Walk Audit site, to create momentum for future improvements;
- Train a handful of City staff and advocates to lead public Walk Audits; and
- Test and refine an open source Walk Audit survey tool for use in the future.

On the day before the community Walk Audit, Street Plans led a training session for audit facilitators, including city staff and community leaders. Then, on April 6th, Street Plans worked with the local facilitators to lead several dozen people in a 1.5-mile public Walk Audit in the area surrounding the North Austin YMCA. Participants worked together to evaluate the walking environment in the neighborhood. This process helped participants learn how to better articulate their needs to the City in the future.

Audit participants identified specific challenges in the pedestrian environment, like auto-dominated land use patterns, long distances between street crossings, and a shortage of amenities in the public realm. Following the event, Street Plans summarized these findings in a report, and refined the Walk Audit tool to create an open-source template that can be used for future Walk Audits in neighborhoods across Austin, and beyond.

This audit is an example of how city staff, community leaders, and the public can collaborate to both evaluate and propose improvements to their urban environment.



FAIRMOUNT STATION AREA PLACEMAKING WORKSHOP + PLAN

Type: Workshop and Plan

Size: Neighborhood-Scale

Status: Complete, Implementation in Progress

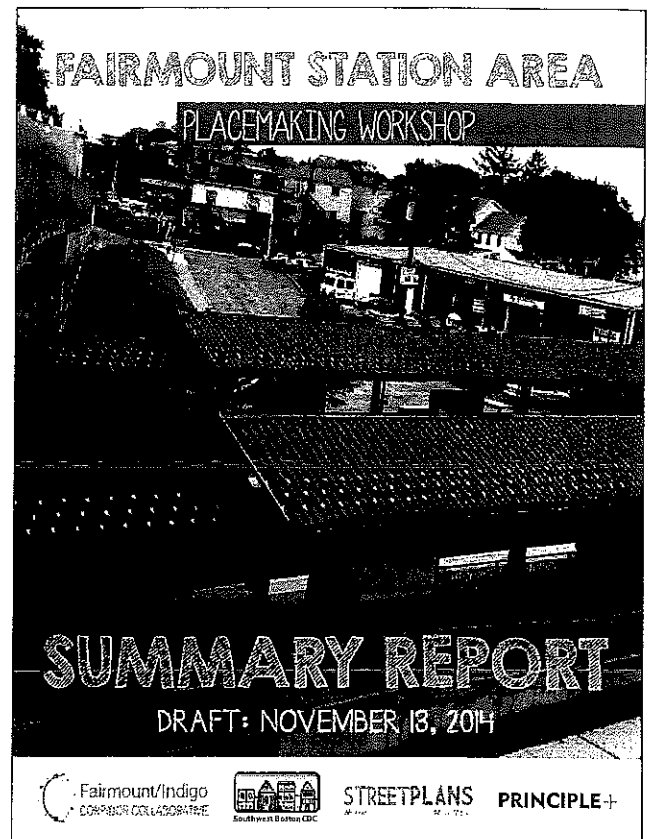
Transit stations are a tremendous community asset and often become magnets for social and economic activity. The Fairmount MBTA (Massachusetts Bay Transportation Authority) Station in Boston's Hyde Park neighborhood is no different. However, community leaders recognized that improvements were needed to make the station a great place for people of all ages, and to increase the appeal of riding the Fairmount/Indigo Line. With these goals in mind, the Southwest Boston Community Development Corporation (SWBCDC) and the Fairmount/Indigo Line CDC Collaborative retained Street Plans and Principle Group to launch a placemaking planning effort to create a vision for station area improvements.

Street Plans began with a site visit to gather existing conditions data. Street Plans then led an initial planning meeting with representatives from neighborhood groups, local organizations, and the City of Boston. The meeting introduced placemaking principles and gathered input to inform the design of the larger public placemaking workshop.

Approximately 40 people attended the public placemaking workshop, including neighborhood leaders, residents, business owners, and high school students. Street Plans began the workshop with an introductory presentation, including an initial analysis of existing conditions and a presentation of case studies applicable to Hyde Park. Following the presentation, Street Plans led attendees in a walking tour and visioning exercise. Participants worked together to complete Street Observation Worksheets, documenting challenges and opportunities throughout the study area.

Finally, attendees returned to the community center and worked in small groups to flesh out their best ideas. Facilitators led the groups through a "48x48x48" visioning exercise, helping them map out a long-term vision, identifying what could be done in 48 hours, 48 weeks, and 48 months. For each time frame, the groups generated initial ideas for how the actions might be completed and who should be involved.

Following the workshop, Street Plans produced an engaging, image-focused summary report, outlining a path for short- and long-term implementation of priority recommendations.



PLAN BTV WALK/BIKE CITYWIDE ACTIVE TRANSPORTATION PLAN AND DEMONSTRATION PROJECTS

Type: Bicycle and Pedestrian Master Plan, integrating
Demonstration Projects

Size: Citywide (42,000 population, 15.5 sq. miles)

Status: In Progress

Together with Vermont-based Engineering firm DuBois & King, Street Plans is leading Plan BTV Walk/Bike – Burlington's first citywide planning effort focused on active transportation.

At the start of the project, Street Plans launched numerous online platforms to raise awareness of, and gain early input on, the plan, including a dedicated website. Street Plans also transformed a vacant downtown storefront into a public meeting space. The first public meeting incorporated issue-mapping and crowd-sourcing activities to generate top priorities for improving walking and biking conditions.

As part of the second round of public outreach in September 2015, Street Plans worked with local advocacy groups and the Department of Public Works to create two Tactical Urbanism demonstration projects to illustrate possibilities for better bike and pedestrian infrastructure using temporary and low-cost materials. For maximum impact, these demonstration projects occurred in partnership with the Art Hop and Open Streets BTV events already taking place throughout the weekend.

Demonstrations at the first project site illustrated possibilities for improving walking conditions in Burlington's South End. The project involved repurposing a small amount of excess asphalt space for a "parklet" – a street-side pedestrian space for sitting and socializing – and creating a colorfully painted curb extension. During the two days it was in place, the demonstration project was used by thousands of people and proved that balancing space between people walking and driving need not be a zero sum game.

Demonstrations at the second project site allowed people to experience three new types of bike lanes, adjacent to the route of Burlington's open streets event – Open Streets BTV. The demonstration project designs included Burlington's first parking-protected bike lane, a Neighborhood Greenway, and a planter-protected bike lane. Again, thousands of people were exposed to a number of options that could make cycling and walking safer.

Data gathering during these demonstrations helped inform final recommendations in the Master Plan.



Street Plans worked with local advocacy groups and the Department of Public Works to create two Tactical Urbanism demonstration projects to illustrate possibilities for pedestrian realm improvements using temporary and low-cost materials.



RYAN WALSH, AICP, PP

SENIOR PROJECT MANAGER



OVERVIEW

As a planner and public involvement specialist, Ryan has worked on transportation planning and public involvement projects across the country. He has experience conducting research for transportation programs as well as interviews and surveys for community planning initiatives. Ryan is certified to conduct planning charrettes by the National Charrette Institute, and has great facility in the use of on-line social media as an innovative tool for public involvement programs.

PROJECT EXPERIENCE

INNOVATIVE OUTREACH FOR THE NJTPA'S PLAN 2045 | NORTHERN NJ | 2016 – ONGOING

FHI is the lead consultant firm working with the North Jersey Transportation Planning Authority (NJTPA) to develop a coordinated and innovative public outreach approach to inform the development of the NJTPA's Regional Transportation Plan (RTP) Update, Plan 2045. This Plan will provide a vision for the future of transportation planning over at least the next 20 years for the NJTPA's 13-county region. Ryan serves as FHI's Deputy Project Manager and is responsible for the development, implementation, and documentation of an outreach logistics protocol for public outreach events over a three-month period in the region's 13 counties and two major cities. FHI is working collaboratively with the NJTPA and subregional partners to develop a variety of outreach forums, from a presentation for a large audience to a "pop-up" outreach information table at a local farmer's market. FHI is also responsible for creating an online application to provide a platform for public engagement via the NJTPA Plan 2045 website. To support these online and in-person events, FHI is coordinating a media engagement strategy with the NJTPA to publicize opportunities for people to get involved and provide input to the Plan. These media engagement strategies will employ both traditional and social media techniques to optimize opportunities for connecting with North Jersey's residents.

REBUILD BY DESIGN HUDSON RIVER PROJECT: RESIST, DELAY, STORE, DISCHARGE | HOBOKEN, JERSEY CITY, AND WEEHAWKEN, NJ | 2014-ONGOING

The New Jersey Municipalities of Hoboken, Jersey City, and Weehawken were devastated by the impacts of Hurricane Sandy. The area inundated by a record breaking storm surge that coincided with an unusually high tide. Half of Hoboken was flooded and emergency services were disabled. Hoboken also contends with routine flooding during regular flood events. The Rebuild by Design Hudson River Project proposes a comprehensive series of urban water management strategies to protect these low-lying municipalities. Ryan is serving as Project Manager for FHI in leading the public involvement for the feasibility study and concurrent environmental review of the proposed strategy. In this capacity, Ryan is planning and facilitating frequent meetings of the project's Community Advisory Group as well as formal public meetings and hearings associated with the NEPA process.

CITY OF STAMFORD WESTSIDE TRANSPORTATION STUDY | 2014 - 2016

For the City of Stamford, Ryan assisted on a study to develop policies and recommendations that will improve multi-modal mobility within the West Side neighborhood of Stamford as well as connectivity to the Stamford Intermodal

EDUCATION

- University of Oregon, Bachelor of Science, Geology and Environmental Studies, 2001
- Columbia University Graduate School of Architecture, Master of Science, Urban Planning, 2007

PROFESSIONAL AFFILIATES

- LEED Green Associate, 2013
- New Jersey Professional Planner (PP), 2012
- American Institute of Certified Planners (AICP), 2009
- Member, American Planning Association, 2005-ongoing

YEARS EXPERIENCE

- 2 Years with firm
- 8 Years in industry



Center and the Downtown. In support of this effort, Ryan conducted data collection, land use and bicycle and pedestrian network analysis, and development of transportation investment scenarios. Ryan also coordinated and facilitated stakeholder outreach for this project.

MORRIS COUNTY CIRCULATION ELEMENT | MORRIS COUNTY, NJ | 2014-ONGOING

Morris County is embarked on an update of the Circulation Element of its Master Plan. As part of this effort, Ryan served as Task Leader for the analysis of Bicycle and Pedestrian conditions within the county. In this capacity, Ryan reviewed relevant bicycle and pedestrian plans at the municipal, county and state level; cataloged existing conditions including current bicycle usage in the county using Strava user data; and reported on the policies and best practices that will benefit or otherwise impact Morris County's bicycle and pedestrian planning efforts going forward.

NEW YORK CITY DEPARTMENT OF TRANSPORTATION (NYCDOT) GREEN INFRASTRUCTURE | 2013-2015

Ryan was the project manager for the NYCDOT Green Infrastructure project. He assisted the NYCDOT with an interagency effort that included the Department of Environmental Protection (DEP) and the Department of Parks and Recreation (DPR) to site and review locations for right-of-way bioswales, Stormwater Greenstreets, and other green infrastructure in the street right-of-way. Ryan provided general oversight to other DOT green infrastructure consultants, scheduling field visit investigations of potential sites and management of field reports. Ryan provided both intra- and interagency coordination to resolve siting conflicts. Ryan also assisted on other green infrastructure-related activities including drafting of grant funding proposals, the development of a staff and consultant training manual, and assistance with social media and communications.

PRIOR TO JOINING FHI

HUDSON COUNTY JERSEY CITY/HOBOKEN SUBREGIONAL TRANSPORTATION STUDY | 2010-2011

Ryan led the public outreach on a multi-jurisdictional transportation study for Hudson County, New Jersey. The study resulted in recommendations for increasing safety for pedestrians, bicyclists, drivers, transit users, and improving connections in a developing area between the cities of Jersey City and Hoboken. Ryan planned a series of large public meetings to engage stakeholders and involve the public in all stages of the study's development, from visioning to final recommendations. Ryan facilitated small group, subject-focused discussions on transit, bicycle and pedestrian issues, and auto traffic.

NATIONAL COOPERATIVE HIGHWAY RESEARCH PROGRAM (NCHRP) LOCAL POLICIES AND PRACTICES THAT SUPPORT SAFE PEDESTRIAN ENVIRONMENTS | 2010-2012

For the NCHRP study, Local Policies and Practices that Support Safe Pedestrian Environments, Ryan researched the regulatory, financial, and administrative tools used by communities to provide safe, pedestrian friendly environments. Ryan performed a literature review of existing ordinances, policies, and guidelines from across the United States; interviewed professionals engaged in these practices; and prepared case studies that reflect best practices across a range of contexts and development conditions, and involve a variety of tools including engineering and design guidelines, land development regulations, operations, maintenance, and enforcement tools. The report was published in August 2012.

PUBLICATIONS AND PRESENTATIONS

- Presenter and Moderator, "Supporting Safe Pedestrian Environments in New Jersey," 2013 TransAction Conference, Atlantic City, New Jersey, 04/19/2013.
- Author, "Local Policies and Practices that Support Safe Pedestrian Environments," Transportation Research Board's National Cooperative Highway Research Program, 2012.
- Presenter, "Local Policies and Practices that Support Safe Pedestrian Environments," Poster Session, APA Annual Meeting. Los Angeles, California, American Planning Association, 04/14/2012





OVERVIEW

Mr. Gomes specializes in urban design and multimodal transportation planning. Francisco integrates his technical expertise in the areas of transportation planning, community planning and urban design within the much broader discipline of placemaking for people. His experience includes the creation of bicycle and pedestrian master plans, transit oriented development plans, town and village center revitalization planning and urban master planning. Francisco uses digital and social media to communicate design and planning concepts to a broad group of stakeholders ranging from the general public to elected officials and planning professionals.

URBAN DESIGN

With a background in Landscape Architecture, Francisco approaches projects with a vision for the built environment. This design sensibility has informed multiple projects varying in scale from landscape enhancements to village center plans to downtown connectivity plans. Francisco designs at the scale of the human and his approach to design is from the perspective of the pedestrian.

BICYCLE AND PEDESTRIAN PLANNING

Mr. Gomes has long been an advocate for bicyclists and pedestrians, having launched Safe Routes to School in Connecticut in 2001. He has since been involved with many local, regional and statewide bicycle and pedestrian projects and efforts. As a Hartford resident, Francisco is a member of the City's Complete Streets Committee which is actively engaged in expanding bicycle and pedestrian facilities throughout the City.

PROJECT EXPERIENCE

PEDESTRIAN AND BIKEWAY PLAN | NORWALK, CT | 2010-2011

Mr. Gomes worked with the City of Norwalk to identify opportunities for bicycle lanes, new multi-use paths, pedestrian and bicycle related amenities such as signage, bicycle racks, and intersection treatments. Norwalk intends this Plan to promote a more livable community for residents, employees and visitors.

DOWNTOWN NORTH MASTERPLAN | HARTFORD, CT | 2013

Mr. Gomes was project manager for FHI on this redevelopment plan for the Downtown North and Downtown West area of Hartford. Teamed with Utile Inc. of Boston, FHI provided transportation planning, bicycle and pedestrian expertise, and public engagement services for this project.

HARTFORD INTEGRATED TRANSPORTATION PLAN | HARTFORD, CT | 2012-ONGOING

Mr. Gomes is project manager for FHI on this integrated transportation plan for the City of Hartford. Teamed with an international transportation planning firm, FHI has provide bicycle and pedestrian expertise, has conducted review of peer cities, and developed a strategic action plan for transportation planning within the City and region.

EDUCATION

- M.R.P. Master of Regional Planning, University of Massachusetts, 2001
- M.L.A. Master of Landscape Architecture, University of Massachusetts, 2001
- B.S. Environmental Geology, University of Dayton, 1996

PROFESSIONAL AFFILIATIONS

- American Institute of Certified Planners (AICP)
- American Planning Association (APA)
- American Society of Landscape Architects (ASLA)

YEARS EXPERIENCE

- 7 Years with firm
- 16 Years in industry



WALLINGFORD TRANSIT ORIENTED DEVELOPMENT PLAN | WALLINGFORD, CT | 2015-2016

Mr. Gomes was project manager for this TOD project which produced a development plan for Wallingford's downtown and planned Hartford Line station area. Francisco worked closely with FHI's economic and market analysis subconsultant in crafting a plan for infill development and pedestrian network enhancements that if built, would substantially expand Downtown Wallingford's tax base and housing choice.

HAMDEN EAST-WEST STUDY | HAMDEN, CT | 2011-2012

Mr. Gomes worked for the South Central Regional Council of Governments to improve traffic and pedestrian safety on east/west routes through two of Hamden's neighborhoods. Francisco worked hand-in-hand with the Town of Hamden and neighborhood groups in identifying traffic safety issues and developing solutions. Francisco was heavily engaged with the community in an effort to build consensus for the proposed plans.

BRANCHVILLE TRANSIT ORIENTED DEVELOPMENT PLAN | RIDGEFIELD, CT | 2015-ONGOING

Mr. Gomes is project manager for this TOD project which will develop an in-depth development plan for the Branchville Station area in Ridgefield, CT. Francisco is leading a multidisciplinary team that will review environmental constraints, potential zoning revision, the introduction of design guidelines, and economic and development potential within the existing and future markets.

SOUTH CENTRAL REGIONAL COUNCIL OF GOVERNMENTS TOD FEASIBILITY STUDY | CT | 2015-ONGOING

Mr. Gomes is project manager for this regional TOD study that will analyze station areas within the region that serve Metro North, Shoreline East, and Amtrak rail services. The goal of the project is to increase ridership on these rail services by way of identifying potential station area infrastructure improvements, zoning changes, and other strategies that would support an increase in the use of the stations and rail service.

STRATFORD STREETSCAPES | STRATFORD, CT | 2013-2014

Mr. Gomes was project manager for the streetscape design of Stratford Avenue, Honeyspot Road, and Lordship Boulevard. FHI developed schematic level streetscape designs that introduced elements such as bicycle and pedestrian facilities, traffic calming, traffic operations, bus stop, lighting, and landscaping improvements. Francisco also assisted the Town with a LOTCIP grant application that would further the development of a roundabout on Stratford Avenue.

CAPITAL CITY PARKS GUIDE | HARTFORD, CT | 2013-2014

Mr. Gomes was project manager for FHI on this master plan for Hartford parks and parks connectivity. FHI teamed with Sasaki Associates and is providing connectivity planning, bicycle and pedestrian expertise, and public engagement coordination for this project.

BLOOMFIELD PARKS MASTERPLAN | BLOOMFIELD, CT | 2013-2014

Mr. Gomes was project manager for FHI on this master plan for Bloomfield's parks. FHI teamed with Heller & Heller Associates and provided bicycle and pedestrian expertise for this project.

DOWNTOWN HARTFORD PARKING STUDY | HARTFORD, CT | 2014

Mr. Gomes was project manager for FHI on this parking study for Downtown Hartford. FHI was partnered with Nelson Nygaard on this comprehensive study of parking operations in Hartford's Downtown. FHI was tasked with conducting an extensive field inventory and utilization study of Downtown parking operations including on-street facilities, parking lots, and garages.

SOUTH NORWALK TRANSIT ORIENTED DEVELOPMENT | NORWALK, CT | 2013-2014

Mr. Gomes was project manager for FHI on this TOD plan that was centered on South Norwalk's MetroNorth station. FHI provided bicycle connectivity expertise on this project and assisted with developing a bicycle transportation master plan for South Norwalk.





MICHAEL S. AHILLEN, AICP

SENIOR PLANNER



OVERVIEW

Michael has used his expertise in transportation planning and public involvement to enhance the livability and economic vitality of urban areas across North America and Australia. His project experience includes transit and parking studies, bike system design, bikeshare feasibility studies, and economic development plans. In addition to technical planning, he has extensive experience leading innovative and inclusive community engagement efforts. He is skilled at communicating complex technical analysis to a variety of stakeholders, including business groups, advisory committees, the press, elected officials, and members of the public. His Spanish language abilities work to include non-English speaking community members in the public process.

PROJECT EXPERIENCE

NJTPA INNOVATIVE PUBLIC OUTREACH | NORTH JERSEY | 2017 (ONGOING)

Michael is the virtual outreach task lead on the North Jersey Transportation Planning Authority's (NJTPA) Regional Transportation Plan update. He has led the development of live polling software and virtual open houses to create a fun and highly engaging planning process.

REBUILD BY DESIGN HUDSON RIVER PROJECT | HOBOKEN, NJ | 2015 (ONGOING)

Michael coordinates the robust outreach effort to reduce the risk of flooding in Hoboken, Jersey City, and Weehawken, New Jersey. He coordinates meetings with three committees, including an executive steering committee, a technical coordination team, and a citizen advisory group. In addition to organizing public meetings, he maintains a stakeholder list and develops advertising for the meetings.

EAST SIDE COASTAL RESILIENCY | NYC DEPARTMENT OF DESIGN AND CONSTRUCTION | 2014

Michael has led many of the public engagement efforts on this project, which aims to build a more resilient Manhattan through flood protection measures in the Lower East Side, East Village, and Gramercy Park neighborhoods. The study area, covering one of the world's most diverse and dense urban areas, requires extensive community outreach efforts, including dozens of public meetings and community workshops. To promote the involvement of environmental justice and public housing communities, he works closely with two community-based organizations to advertise meetings through phone trees, canvassing, and additional flyer.

HUDSON TUNNEL PROJECT | HUDSON COUNTY, NJ & NEW YORK CITY | 2016 (ONGOING)

The Federal Railroad Administration and NJ TRANSIT are jointly preparing an Environmental Impact Statement to evaluate the Hudson Tunnel Project, which aims to preserve the current functionality of the Northeast Corridor's Hudson River rail crossing between New Jersey and New York. Michael serves as the Deputy Project Manager of the community engagement effort. He organized four public scoping meetings, contributes to the agency coordination efforts, and develops and maintains the project website. Client: AKRF, Inc.

EDUCATION

- Master of Urban & Regional Planning & Specialization in Transportation, Portland State University, 2012
- Bachelor of Arts, English and Spanish, Vanderbilt University, 2009
- La Universidad de Buenos Aires, Buenos Aires, Argentina

PROFESSIONAL AFFILIATIONS

- American Institute of Certified Planners (2015)
- American Planning Association (APA), NY Metro Chapter
- Young Professionals in Transportation (YPT)

YEARS EXPERIENCE

- 2 Years with firm
- 5 Years in industry



**FHWA POST HURRICANE SANDY TRANSPORTATION RESILIENCY STUDY | NORTHERN NJ, NEW YORK AND CONNECTICUT | 2014-ONGOING**

MPOs and state departments of transportation in New York, New Jersey, and Connecticut are coming together to assess the vulnerability and resiliency of specific transportation assets to climate change and extreme weather events. Through a grant from the Federal Highway Administration (FHWA), FHI is assisting the project team with transportation data collection and facilitation of several project guidance committee meetings and technical experts meetings. Michael helps with meeting coordination and meeting minutes.

STAMFORD BUS & SHUTTLE STUDY | STAMFORD, CT | 2015 (ONGOING)

Michael uses his transportation planning experience to analyze shuttle and transit data and recommend changes that address many of Stamford's key transportation challenges. His experience working with Transportation Management Associations has helped the Western Connecticut Council of Governments determine a path for plan implementation. He bridges the technical work with the public as the community engagement lead on the project. He coordinates stakeholder meetings, pop-up events, marketing materials, and surveys. His "go-to-them" approach has worked to include Stamford's growing Latino community.

I-84 AETNA VIADUCT | HARTFORD, CT | 2015 (ONGOING)

FHI is a member of the Program Management Team selected to advance the planning, design, and construction of a replacement alternative for the aging I-84 Viaduct in Hartford, CT. Michael has provided Spanish translation and posted to social media during the weeklong Open Planning Studio in Downtown Hartford. He also hosted a pop-up event at the Hartford Puerto Rican Day Parade & Festival where he engaged members of Hartford's Latino community in English and Spanish.

NOROTON HEIGHTS TRAIN STATION STUDY | DARIEN, CT | 2016 (ONGOING)

The Noroton Heights Train Station Study examines the existing conditions and future potential for the train station and surrounding developments. Michael serves as FHI's project manager. He works on both the technical transportation elements of the study as well as the community engagement. Work includes an environmental screening, transportation existing conditions report, and a station access and mobility plan.

STARK AREA REGIONAL TRANSIT AUTHORITY'S TRANSIT DEVELOPMENT PLAN | CANTON, OH | 2015 (ONGOING)

Stark Area Regional Transit Authority's (SARTA) Transit Development Plan outlines the transit system's fixed route and paratransit services for the next five years. Michael helps coordinate two public meetings and half a dozen pop-up events at transit centers where he surveys riders and answers questions related to the plan.

NJTPA PUBLIC OUTREACH FOR REGIONAL TRANSPORTATION PLANNING | NORTHERN NJ | 2014

FHI was the lead consultant firm working with the North Jersey Transportation Planning Authority in collaboration with the Together North Jersey (TNJ) Consortium developing a coordinated, innovative approach for public outreach to support the development of both the NJTPA Regional Transportation Plan (RTP) update (Plan 2040) and the TNJ Regional Plan for Sustainable Development (RPSD). Together, these two plans guided and directed planning activities in the NJTPA region for land use, transportation, economic, and environmental/conservation initiatives in the future. Michael served as a project planner carrying out the public outreach strategies. These strategies included a public relations and media campaign that encompassed both traditional and social media elements. He coordinated pop-up outreach events at museums and helped with the translation of outreach materials.

7TH STREET MULTIMODAL CORRIDOR PLAN | PENNSYLVANIA DEPARTMENT OF TRANSPORTATION | 2014-ONGOING

This project considers the redesign of Allentown, Penn.'s 7th Street, a key gateway to downtown with growing economic activity. He coordinates and carries out stakeholder interviews with many of the community leaders, including the Chamber of Commerce, neighborhood associations, community organizations, and bicycle and pedestrian advocacy organizations.





MARY MILTIMORE, AICP



SENIOR COMMUNITY PLANNER & DESIGNER

OVERVIEW

Ms. Miltimore specializes in Community Planning and Design, Mobility Planning, and Public Involvement, and her experience includes corridor studies, urban design, bicycle and pedestrian planning, complete streets, zoning and form-based codes, market analyses, community outreach, village/neighborhood plans, and design charrettes. She is highly proficient in urban design with strong skills in relevant software, such as the Adobe Creative Suite, Sketch-Up, and Geographic Information System (GIS), and has the ability to effectively communicate ideas and concepts clearly through both written and visual mediums.

Ms. Miltimore has played a key role in numerous studies and plans that adhere to an integrated approach to planning for land use in concert with the transportation system and managing the future form and character of land development. She has frequently focused on bicycle and pedestrian planning at a statewide, regional, and municipal scale. She has collected and analyzed roadway condition data to effectively develop recommendations for pedestrian and bicycle facilities that are both implementable and progressive. She also has experience in parking planning and design, land use regulations, such as design guidelines, and quantitative analyses for a study area with a focus on demographics, retail markets, and land use. Ms. Miltimore's commitment to planning and design that promotes a sense of community and celebrates a place's existing assets while striving to thoughtfully achieve its future potential and enhancing its daily users' lives is clearly evident throughout her work.

PROJECT EXPERIENCE

COMMUNITY PLAN FOR SOUTHPOINT OPEN SPACE | ROOSEVELT ISLAND OPERATING CORPORATION (RIOC) | 2015 - ONGOING

As Project Manager, Ms. Miltimore is leading this effort to develop an implementable and illustrative plan that will guide future development of Southpoint Open Space and The Smallpox Hospital on Roosevelt Island for the next ten years. The Open Space is located directly between the FDR Four Freedoms Park and the Cornell Tech development site in the southern half of the Island, where recent development has sparked a dynamic period of change. The project includes a comprehensive public engagement strategy throughout its entirety to ensure the recommended concept plan builds upon and reflects the community's priorities, values, and vision. The combination of her skills in urban design, landscape architecture, and community engagement have been integral towards working towards an adaptable design that will serve the local community's vision.

EAST SIDE COASTAL RESILIENCY | NYC DEPARTMENT OF DESIGN AND CONSTRUCTION | 2014-ONGOING

Ms. Miltimore is involved with the public engagement efforts of this project, which aims to build a more resilient

EDUCATION

- Master in City Planning & Concentration in Urban Design, University of Pennsylvania School of Design, 2012
- Urban Planning & Design Career Discovery Program, Harvard University GSD, 2009
- Sociology, Wake Forest University, 2008

PROFESSIONAL AFFILIATIONS

- American Institute of Certified Planners (AICP)
- American Planning Association (APA), NY Metro Chapter
- APA Ambassador Program
- American Institute of Architects (AIA), National Allied Ind. Member

YEARS EXPERIENCE

- 4 Years with FHI
- 6 Years in industry

CONFERENCE PRESENTATIONS AND PROJECT AWARDS

- 2017 APA National Conference, Accepted Mobile Workshop: Roosevelt Island— Planning for Unique Places
- 2015 Regional Plan Award; Connecticut Chapter of the American Planning Association: Boston Post Road Corridor Plan
- Overcoming Provincialism: How to Plan Regionally Without Sacrificing Local Identity, 2015 Southern New England American Planning Association (SNEAPA) Conference (SNEAPA)
- Finding Balance along the CT Shoreline: Route 1 Corridor Study, 2014 Annual Women in Transportation (WTS) Miniseries





Manhattan through flood protection measures in the Lower East Side, East Village, and Gramercy Park neighborhoods. The study area, covering one of the world's most diverse and dense urban areas, requires extensive community outreach efforts, including four public meetings, six community workshops, and 40 stakeholder meetings. Specifically, she coordinates efforts at the public meetings to promote environmental justice and ensure all meetings are ADA accessible.

CITY OF STAMFORD WESTSIDE TRANSPORTATION STUDY | 2014 – 2015

Ms. Miltimore played a key role as Deputy Project Manager on this study to develop policies and recommendations that will improve multi-modal mobility within the West Side neighborhood of Stamford as well as connectivity to the Stamford Intermodal Center and the Downtown. In support of this effort, she coordinated and facilitated numerous stakeholder and public meetings. Ms. Miltimore also developed illustrative conceptual designs as well as the contents and design of an innovative final product that is intended to present the recommendations in an easily implementable format. This final report can be viewed here: <http://issuu.com/mary.miltimore/docs/ws>

JAMAICA DOWNTOWN REVITALIZATION INITIATIVE (DRI) | NEW YORK DOT | 2016 – ONGOING

Ms. Miltimore is serving as the Project Manager for this Initiative, which is focused on improving the urban vitality of city centers across New York State through an investment of \$10 million into each of the 10 DRI communities that were selected. The effort is meant to help continue to transform these communities into vibrant, thriving downtowns that support the local economy. With a bustling transportation hub and active cultural centers, Downtown Jamaica was recognized as a key opportunity area with the potential to become an affordable, livable and sustainable mixed-use community for residents, workers and visitors. Ms. Miltimore is leading the efforts to engage the community through innovative methods to maximize efficiency and build off of previous efforts in the area. She will develop mechanisms to collect and incorporate input from the public and key stakeholders as she assists in the development of the Strategic Investment Plan.

REGIONAL ECONOMIC DEVELOPMENT GROWTH STRATEGY | LOWER CONNECTICUT RIVER VALLEY REGION (RIVERCOG), CT | 2015 - 2016

The purpose of the Regional Economic Development Growth Strategy, known as GrowSMART, was to define a desirable and feasible pathway to economic prosperity for each town as well as the collective region, and it is based upon the belief that a regional collaboration is stronger than several separate initiatives. Ms. Miltimore assisted in the extensive research and analysis that was conducted to develop a comprehensive understanding of the region's existing conditions, including its demographics, land use, industry, infrastructure, and more. In addition, Ms. Miltimore led a variety of activities to collect input from residents and employers throughout the project, including pop-up events and community meetings, text based surveys, technical workshops, visioning sessions and stakeholder meetings. Collectively, these activities resulted in the identification of regional trends, assets, opportunities and challenges that resulted in the development of an implementable approach to economic growth.

BOSTON POST ROAD CORRIDOR PLAN: CONNECTICUT RIVER TO CLINTON WESTERN TOWN BOUNDARY | LOWER CONNECTICUT RIVER VALLEY COUNCIL OF GOVERNMENTS | 2013 – 2015

Ms. Miltimore played an integral role on all aspects of this multidisciplinary project to develop a conceptual plan that addresses current and long-range intermodal travel and community quality of life issues along Route 1. Using data from fieldwork FHI conducted in addition to existing plans and public input, Ms. Miltimore evaluated the current environments' suitability for pedestrians and bicyclists along the corridor, and identified areas of concern as well as those with high potential. She also played a key role in the preparation for and facilitation of a planning charrette that engaged stakeholders and the overall public through a series of activities and meetings to develop their vision for the corridor and created strategies to achieve it. Additionally, Ms. Miltimore was responsible for the production of all graphic materials and is utilizing her technical skills to clearly communicate the issues and concepts in unique illustrations that have brought new insight and understanding to the project. Ms. Miltimore assisted the Project Manager in the logistics and overall coordination of the many, interrelated aspects of this project in order to develop a comprehensive, innovative, and implementable corridor plan.

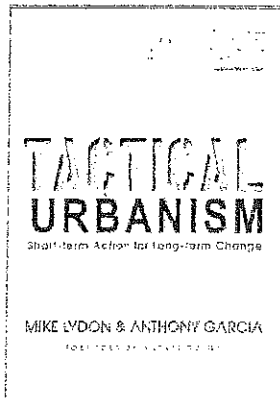




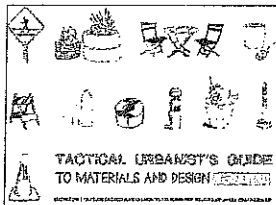
MIKE LYDON

Principal, The Street Plans Collaborative

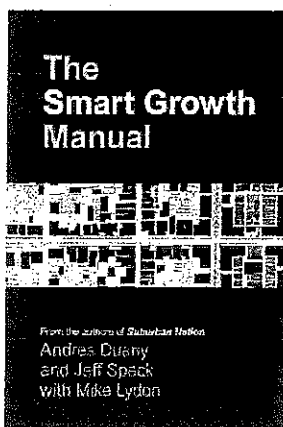
Mike Lydon is a Principal of Street Plans, leading the firm's New York office. Mike is an internationally recognized planner, writer, speaker, and advocate for livable cities. NPR, The New York Times, BBC, ABC, City Lab, Planetizen, Salon, Next City, and Streetsblog have featured his work, among other publications. Mike leads workshops and trainings across the globe with a focus on new project delivery processes supporting safe and accessible streets and public spaces.



Mike is the creator and primary author of the *The Open Streets Project* and the globally acclaimed digital series *Tactical Urbanism Vol. 1 – 5*. With Tony Garcia, Mike is the winner of the 2017 Seaside Prize and the co-author of the full-length book *Tactical Urbanism: Short-term Action for Long-term Change*, published by Island Press in March 2015 and honored by Planetizen as one of the top ten planning books of the year. Mike provided leadership in research and design for the firm's recently published *Tactical Urbanist's Guide to Materials and Design*, funded by the Knight Foundation. Mike also collaborated with Andres Duany and Jeff Speck in writing *The Smart Growth Manual*, published by McGraw-Hill in 2009, which was honored by Planetizen as one of the top ten planning books of 2010.



Tactical Urbanism: Short-term Action for Long-term Change was published by Island Press and ranked by Planetizen as a top 10 planning book in 2015. The recently published *Tactical Urbanist's Guide to Materials and Design* provides design guidance for Tactical projects.



The Smart Growth Manual was published by McGraw-Hill and ranked by Planetizen as a top 10 planning book in 2010.

Education

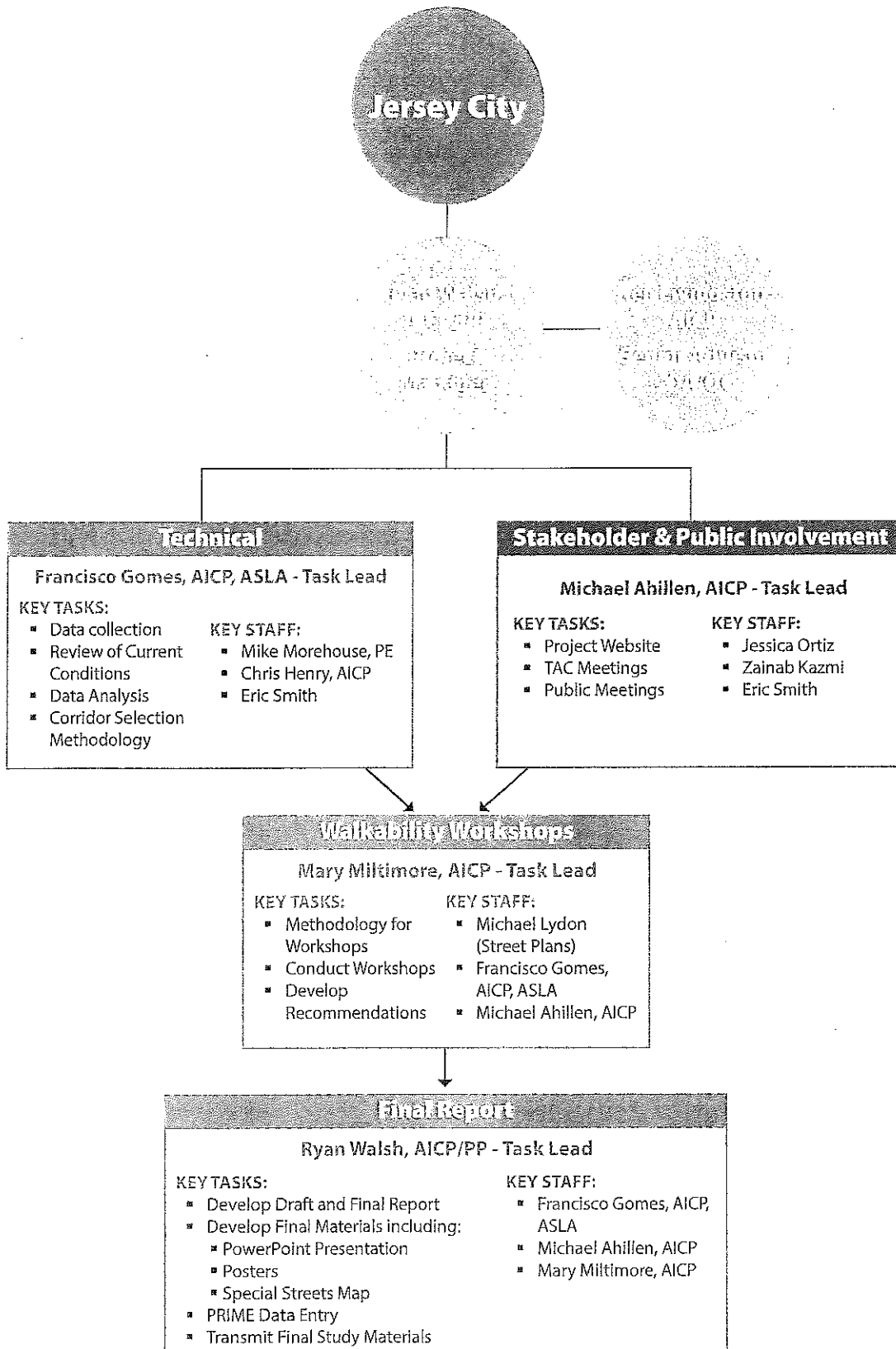
- University of Michigan, Master of Urban Planning, Physical Planning, 2007
- EDAW (now Aecom) Transit-Oriented Development Research Fellow, 2006 – 2007
- Bates College, B.A. American Cultural Studies, 2004

Relevant Project Experience

Principal || The Street Plans Collaborative || Brooklyn, NY, 2009 - Present

- Public Space Stewardship Guide: A Toolkit for Funding, Programming, and Maintenance, San Francisco, CA
- Tactical Resilience Projects, Rockefeller 100 Resilient Cities (Thessaloniki, Greece, and Norfolk, VA)
- Bike NWA Month-long pilot projects, Northwest Arkansas Region
- Poughkeepsie City Center Connectivity Plan, Poughkeepsie, NY
- PlanBTV Walk/Bike Master Plan + Placemaking/Demonstration Projects, Burlington, VT
- Monterey Road Complete Streets Demonstration Project, Morgan Hill, CA
- Complete Streets Rapid Delivery Workshop, Auckland, New Zealand
- ARC "Lifelong Communities" Demonstration Project, Atlanta, GA
- Fairmount Station Placemaking Plan, Boston, MA
- Activate Auckland Place Activation Program for Auckland City Center, Auckland, New Zealand
- Transform Manukau, Auckland, New Zealand
- Make My Park Pop! Placemaking Implementation, Penrith, Australia
- Davis Square Neighborhood Plan + Plaza Demonstration Project, Somerville, MA
- East Somerville Neighborhood Plan and Placemaking Implementation Project, Somerville, MA
- Washington Gateway Main Street I-93 Underpass Activation Project, Boston, MA
- Village and Barrio Master Plan and Tactical Urbanism Plaza Project, Carlsbad, CA
- Linda Vista Library Plaza Placemaking Delivery Project, San Diego, CA
- Tactical Urbanism Workshop and Implementation Plan, Hamilton, ON
- Reimagine Jay Street Safety Visioning Project, Brooklyn, NY
- Trailnet Streets For Everyone Guide, St. Louis, MO

~ Organization ~



~ Scope of Work ~

Task 1: Project Management

Ryan Walsh, AICP/PP, the FHI Team Project Manager, will oversee all aspects of the consultant activities including setting and adhering to the project schedule, budget, invoicing, progress meetings, team coordination and communications, and deliverables. Ryan will be the primary point of contact and will coordinate all deliverables with the City Project Manager, who will serve as a liaison between the FHI Team and the NJTPA, TAC, stakeholders, and the general public.

Kick-off and Progress Meetings

The FHI Team Project Manager and appropriate Task Leaders will attend a kick-off meeting and quarterly interagency/progress meetings (up to five (5) on-site meetings) at the City's offices during the twelve-month project timeframe. The meetings will be coordinated with the City's staff, partner agencies, and other members of the FHI Team.

The initial Project Team kick-off meeting will be to confirm overall project approach, schedule, and milestones; identify and obtain existing planning documents and data sources; and confirm strategies for public outreach. This meeting will also confirm the specific distribution of effort in this project between the City and the FHI Team. As part of the written meeting summary, the FHI Team will provide detailed matrix of tasks, associated activities and outcomes, key players, time frames, and milestones.



Conference Calls and Internal Communications

The FHI Team Project Manager and appropriate Task Leaders will be available on a bi-weekly basis to discuss project status (or more frequently if needed). Bi-weekly reports will be communicated through conference call, email, or by remote meeting and coordinated with all project team members. Email status reports will serve as documentation and deliverables for the bi-weekly updates.

The FHI Team will establish a SharePoint site as an effective means of coordinating and reporting all deliverable documents with the City. All deliverables will be delivered in a format approved by the City, including Microsoft formats, Adobe PDFs, and/or ArcView formats. Ample time for Jersey City staff/NJTPA/TAC/stakeholder review of deliverables will be built into the study schedule.

Website

The FHI Team will create and maintain a project website for the duration of the study. The website could serve three primary functions: 1) it will serve as a storehouse for project documents and products, 2) it will be used to disseminate information about the study and inform the public of opportunities to participate, and 3) the website can be used to host stakeholder engagement activities. The website could host text-based or visual preference surveys, mapping exercises, or more involved virtual workshop activities (discussed further under Task 2). The website will be hosted externally from any Jersey City servers and will be regularly updated by FHI to ensure that accurate and current information is posted. The FHI Team can create this web format as a webpage to be hosted on the City's website, if that is the format preferred by the City Project Manager.

Quality Assurance/Quality Control Procedure

The FHI Team will be responsible for establishing a quality assurance/quality control (QA/QC) procedure for all interim and final deliverables.

Public Outreach Plan

The FHI Team will prepare a public outreach plan for City Project Manager and TAC review/approval. It will include strategies for public meetings, stakeholder meetings, publicity/media relations support, project website, and documentation of outreach activities.

Task 1 Deliverables:

- Monthly progress reports
- Progress meeting agendas and summaries of progress meetings
- Project Schedule
- Bi-weekly conference calls
- Up to five (5) interagency meetings including project kick-off meeting
- Study-dedicated Website
- QA/QC Project Management Procedure
- Public Outreach Plan

Task 2: Data Collection, Review and Analysis

Technical Advisory Committee (TAC)

The City Project Manager shall create and convene a TAC and serve as the primary point person between the Study and the TAC. The FHI Team will attend up to five

(5) TAC meetings and will prepare meeting agendas, presentations, materials, summaries, and will facilitate meetings as needed. The TAC will be composed of technical and subject matter experts, invited to join at the discretion of the City Project Manager. TAC representation and responsibilities will be consistent with those outlined in the Request for Proposals.

TAC meetings should be scheduled coincide with project milestones to inform deliverables, with a potential sequence of agenda items including:

- TAC #1 – Project Introduction and Data Request
- TAC #2 – Presentation of Existing Conditions and Corridor Selection Methodology
- TAC #3 – Corridor Selection and Preparation for Workshops
- TAC #4 – Presentation of Workshop Summaries and Draft Recommendations
- TAC #5 – Presentation of Draft Final Report and Materials

Data Collection, Review, and Analysis

The FHI Team will compile and synthesize all relevant data to assess current conditions. Jersey City has been a leader in seeking to improve the pedestrian realm. Recent grants for improvements on Marin Boulevard, Oakland Avenue/ St. Pauls Avenue, Kennedy Boulevard, and Paterson Plank Road are testament to the grant funding opportunities that can result from undertaking a study such as this. Those previous efforts, including the results of other Walkable Community Workshops, and the Circulation Element of the Jersey City Master Plan, will be mined for relevant and useful data and to avoid duplication of efforts. If there are gaps in the existing data, the FHI Team will conduct observations in the field as deemed necessary in consultation with the City Project Manager. Field visits may include discussions/interviews or attendance at regularly scheduled meetings with key stakeholders community groups, elected officials such as the Jersey City Planning Board or City Council, upon request of the City Project Manager. The City Project Manager will handle project updates to these groups. The FHI Team will support these activities as needed



and will be prepared to attend up to two (2) of these meetings as requested.

The data collection and review will take account of a wide variety of sources and will include Jersey City-specific data from previous projects and sources such as the Plan4Safety analysis tool, as well as qualitative information regarding best practices. FHI and Street Plans have authored a variety of Best Practice research syntheses and manuals including NCHRP Synthesis 436, "Local Policies and Practices that Support Safe Pedestrian Environments," and Street Plans' "Guide to Stewardship of Emerging Public Spaces." The FHI Team will bring this knowledge and research to bear on the Jersey City Pedestrian Enhancement Plan.

The data review and analysis will be presented in an easily read technical memorandum that will impart an understanding of users, local context, and pedestrian needs. It will include crash hotspots, high-traffic corridors, distribution of low-income, minority, and senior populations, and other relevant metrics to prepare for corridor selection and setting of workshop goals.

Public Meeting 1

In Month 3, the FHI Team will hold a Public Meeting to introduce the Study to the public and to obtain input on existing conditions. The FHI Team offers two alternative approaches to this meeting:

Alternative 1: The FHI Team will plan and facilitate a Public Meeting in a central location. The meeting would be held on a weekday evening and would include hands-on interactive exercises. The meeting will be interactive

with an agenda developed jointly by the FHI Team, the TAC, and the City, including a presentation followed by break-out exercises to encourage the public to provide additional input on existing conditions and pedestrian needs. The Public Meeting could offer children's activities and refreshments to encourage participation. Publicity for these events will include making information flyers available in an email-friendly format to community leaders for distribution to constituents, as well as posting on local community notice boards. Flyers will be made available in English, Spanish, Hindi/Urdu, or other languages as identified.

Alternative 2: As an alternative approach, the FHI Team could conduct up to three (3) pop-up or mobile outreach events. FHI has found with recent outreach work conducted in the NJTPA region and elsewhere, that greater participation and public outreach success has been attained by employing 'take the public meeting to the community' types of mobile outreach activities. The FHI Team will collaborate with the City and the TAC to determine if these mobile outreach events will work to replace the more traditional Public Meeting described above. Locations for these mobile outreach events may include PATH station entrances, public plazas, farmers' markets, or other areas or public events that attract the public. These mobile outreach events could include an information table, interactive public input activities, such as 'dotmocracy polling exercises,' mapping exercises, and/or brief surveys. These outreach events could include Tactical Urbanism components that demonstrate simple and easy improvements to the pedestrian realm using real-world physical examples. Mobile outreach events are likely to garner more





significant volumes of public input than a conventional public meeting and have the benefit of capturing input from visitors to Jersey City that do not live in the City and would be unlikely to attend a conventional public meeting.

Virtual Outreach

The FHI Team recommends the public outreach conducted at Public Meeting 1, and in addition, recommends conducting similar outreach on the project website. This could be as simple as duplicating outreach surveys in a virtual setting, or could include mapping exercises that allow participants to flag known pedestrian safety locations or issues. These exercises should be posted online for a set period of two to three weeks around the public meeting timeframe to allow participation at the time and location for the general public's convenience.

Media Relations

The FHI Team will work with the City Project Manager to inform the public about the project and public events, including public meetings and walkability workshops, as needed. The FHI Team will support the City Project Manager in the development of press releases, by providing project information as needed. Publicity for these events will include making information flyers. The FHI Team will prepare these flyers in graphically rich, eye-

catching format, available in an email-friendly PDF format to community leaders for distribution to constituents, as well as posting on local community notice boards. The flyers will be made available in English, Spanish, Hindi/Urdu, or other languages as identified.

Documentation

Email and mailing addresses will be logged on a database and maintained throughout the course of the study. These lists will be used to send notifications for upcoming public outreach events as well as study updates.

All outreach methods and public input will be documented as part of the study record.

Task 2 Deliverables:

- Tech memo #1
 - Summarize data
 - Review and analysis
 - Text
 - Maps (All GIS products will follow NJTPA/ City guidelines)
 - Graphics
- Public Meeting #1 - Preparation and implementation, summary and public comments
- Stakeholder meetings (up to two) - Attend and provide summaries, as requested
- Media Relations Support - Public Event Flyers in PDF format (up to three)
- Virtual Outreach
- TAC Meeting Materials and Summaries

Task 3: Corridor Selection and Workshop Goals

This task begins the process of transferring compiled data and preliminary investigation with a mechanism to select the six corridors for detailed study. Furthermore, the selection process will allow Jersey City and its planning partners to replicate the process with an understandable, yet sufficiently flexible tool for



subsequent improvement plans elsewhere in each ward and throughout the City. Fundamentally, this task represents a merger of quantitative data and qualitative information from the City, the project team, key stakeholders, and members of the community.

As planners who live with and believe in non-motorized transportation options, we know that perceptions and intangible factors play an enormous role in the decisions people make: when and how they travel, what feels safe, what constitutes a place to be rather than a place to pass through, and so on. Data alone will not tell us everything we need to know about a given corridor, intersection, or neighborhood and the degree to which it feels safe and inviting for all users of the sidewalks and roadways.

Task 3.1: Methodology for Corridor Selection

Corridor selection will be an iterative process involving Jersey City, the project team, and the TAC. With safety serving as an overarching goal for the process, additional goals will be articulated, including the closure of gaps in facilities (e.g., sidewalks, crosswalks, signals, traffic calming measures, ADA compliance, etc.), place-making and streetscaping, access to activity nodes, and multi-modal mobility opportunities.

Data sources will include those collected and prioritized from Task 2, notably focusing on:

- Demographics (with a focus on vulnerable users: youth, seniors, mobility-impaired, environmental justice populations)
- Density of activity (residential and commercial)
- Roadway classification and vehicular traffic volumes
- Transit activity
- Crash data

Initially, factors may be weighted equally in a first-pass assessment of segments for further consideration. With a basic data overview synthesized, we will communicate findings with Jersey City's Project Manager, then the TAC, to solicit feedback on priority locations and additional local insights and context. We suggest use of our online tools for this process, as the study team can visually and succinctly offer findings to date and provide a feedback mechanism to assess local priorities for weighting criteria or articulating objectives. We anticipate that feedback may not be uniform; therefore, direct input from each ward and members of the TAC can offer a glimpse into perspectives at the most local level and help tailor the selection of a preferred corridor.

It is at this point that we suggest convening the TAC for a discussion that will finalize this selection methodology. TAC meeting #3 is envisioned as a workshop setting, at which the project team will present findings from the data synthesis and subsequent direct feedback from stakeholders, along with a draft proposal for corridor selection. Together with Jersey City and the TAC, the team will work through an agreed upon prioritization of factors to finalize the methodology (for future replication) and refine the corridor selection through constructive discussion. This process will position the project to move into the Walkability Workshops and expand the public input that is so vital to the overall plan.

3.2: Methodology for Workshops

Preparation for the Walkability Workshops will begin concurrently with the corridor selection process outlined above, as the overall approach will be applicable to any corridor throughout the city. As the six pilot corridors are ultimately selected, specific plans will follow to tailor each workshop to the different local communities.

The Walkability Workshops will further the assimilation of technical and data analyses with public feedback, user perceptions, and qualitative information that will play a key role in the eventual plan development.

Street Plans will work closely with FHI to plan and deliver the Walkability Workshops, applying a Tactical Urbanism methodology throughout. For example:

- Workshop presentation materials will include information about innovative approaches to enhancing pedestrian safety and comfort through parklets, plazas, and other Tactical Urbanism or placemaking projects
- Interactive activities during and after the walk audit portion of the workshops will encourage attendees to think about long-term capital improvements as well as Tactical Urbanism projects that can be undertaken to improve conditions quickly

If interest and time allow, Street Plans could also facilitate a live demonstration to support the field observation portion of the workshop. For example, our team could create light weight demonstrations of projects that

would enhance pedestrian safety or comfort, such as median refuge islands, curb extensions, or parklets.

Finally, workshop activities will encourage attendees to brainstorm ideas for the partnerships that will help creative placemaking projects thrive. Ideas generated during the workshops will be included in summary materials, setting the City of Jersey City up to undertake innovative projects in the near term.



Specific components of the workshop methodology will be articulated in detail for review by Jersey City (and the TAC, if deemed appropriate). These components will likely include:

- Workshop format
 - Opening presentation
 - Discuss both safety and placemaking goals
 - Highlight selected corridor and project team findings
 - Conduct walking audit
 - The anticipated/desired number of participants is flexible as smaller subgroups can be dispatched for workshops with large numbers of participants
 - Brainstorming/break-out session
 - Discuss how both safety and placemaking goals can be met
 - Solicit feedback on priorities to assist in the development of an implementation plan
 - Report-backs

■ Materials

- Invitations/pre-workshop communications
- Agenda
- Presentation
- Walking audit and discussion guides
- Breakout materials
- Summary format

This overview of the approach, and corresponding materials, will be finalized based on client/TAC feedback in preparation for the initiation of the six corridor Walkability Workshops.

Task 3 Deliverables:

■ Technical Memorandum #2, including:

- Summary of corridor selection methodology and data inputs
- Identification of selected corridors in each ward
- Toolkit style template for Walkability Workshops
 - Presentation
 - Walk audit worksheet
 - Discussion guide
 - Supporting materials
 - Staffing and logistics plan

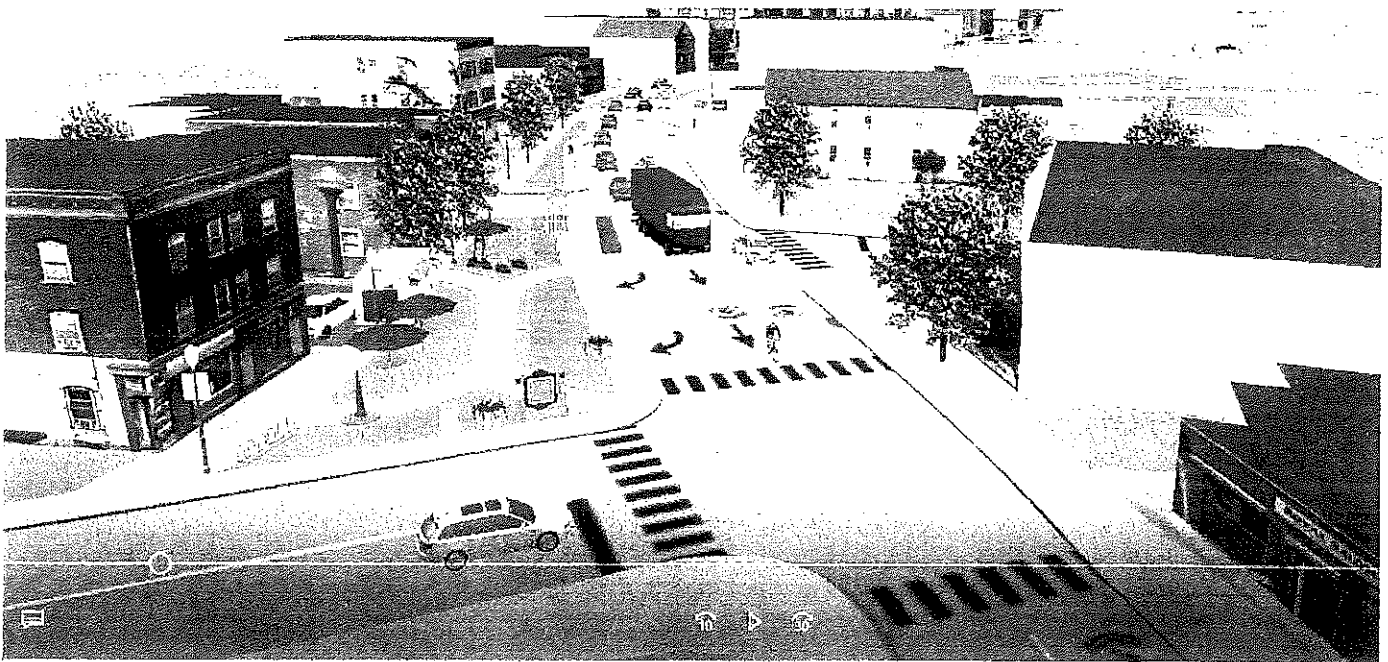
■ GIS and other data, in formats following NJTPA guidelines

We suggest that a separation of the corridor selection and Walkability Workshop methodologies may provide some efficiency in review time. The provision of one or two technical memoranda for Task 3 will be made in conjunction with Jersey City's Project Manager as we engage in this phase of the project.

Task 4 – Conduct Walkability Workshops (Walkshops)

Following the selection of priority corridors in Task 3.1, the FHI Team will organize and conduct a total of six Walkability Workshops with one to take place in each of the City's six wards. These Workshops will be an opportunity to collaborate with the community to develop a strong understanding each of the unique set of issues and opportunities for the priority corridors.

To ensure active community engagement and participation, invitations will be directly sent to a list of key stakeholders as well as distributed to the general public via the Project Website and through the City's various social media channels, and communication networks. The FHI Team will work with the City and the TAC to identify a list of key stakeholders that can provide local insights and potentially serve as project champions, such as residents, business owners, and other key stakeholders for each corridor. The FHI Team will design the invitations for both the key stakeholders and the public to be visually attractive and provide



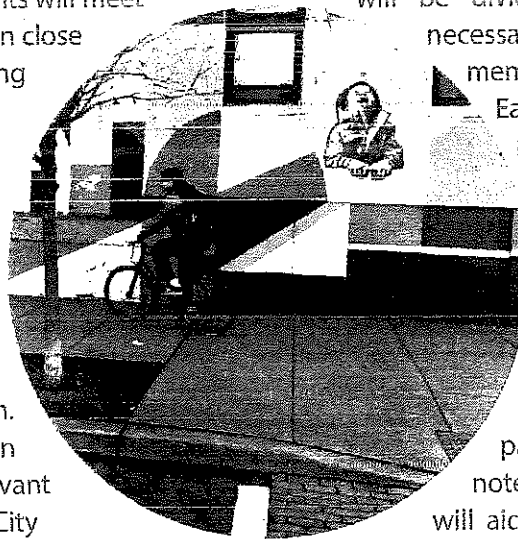
descriptions of the event in English, Spanish, and Hindi/Urdu to draw participation from a diverse range of community members.

Each Walkability Workshop will include a presentation, walking tour, and a discussion that includes a report back. It is understood that the specific content and format of each Walkability Workshop will vary to ensure it is contextually appropriate for each priority corridor. Each Workshop is expected to last between three and four hours and more information on each element of the Workshop along with a potential schedule is provided below:

■ **Welcome and Presentation (20 – 30 minutes):**

Walkability Workshop participants will meet at a designated meeting space in close proximity to the corridor. Meeting spaces might include municipal offices, local libraries, coffee shops, or outdoor locations. Following introductions, the presentation will include a description of the existing conditions as well as an overview of potential types of improvements for consideration. Such improvements will draw on industry best practices and relevant documents, such as the Jersey City Master Plan – Circulation Element Handbook's Traffic Calming Selection Matrix. Potential elements include (but are not limited to) the following:

- Sidewalk network, connectivity and potential gaps
- Sidewalk condition, including width, material, and maintenance
- ADA-accessibility, including curb ramps
- Pedestrian signalization, including timing and type, including walk/don't walk, countdown signals, overhead signals, HAWK Beacon signals, RRFB (Rectangular Rapid Flash Beacons)
- Crosswalk locations, painting, signing, and effectiveness



■ **Walking Tour (60 – 90 minutes):** Workshop attendees will be divided into smaller groups when necessary and assigned a Project Team member to guide their walking tour.

Each attendee will be provided with maps of the priority corridor that are clearly labeled, Walkability Forms, clipboards, and other useful material with which they will be encouraged to use to take notes during the walking tour. The corridor maps and Walkability Forms will be developed to allow participants to easily transcribe their notes in a consistent manner. This will aid in the discussion portion of the Walkability Workshop, which occurs after the walking tour, and assist with the analysis necessary to develop key findings and summaries of each Workshop.

- An Instagram account will be set up prior to each Walkability Workshop and participants will be encouraged to take photos throughout the tour that they can then post to this account with the appropriate #hashtag for each priority corridor.
- The FHI Team will adhere to proper safety protocols during each Walkability Workshop. For example, each participant will be provided with and required to wear an orange safety vest.
- **Discussion and Report Back (60 - 90 minutes):** Follow the walking tour, attendees will reconvene

at the identified meeting space to discuss their findings. All participants will be divided into small groups of approximately 8 – 12 people to ensure all have a chance to participate. The number and exact sizes of these groups will vary depending on the overall group size. The Walkability Form will guide the discussion and participants will be encouraged to roughly sketch out their ideas for potential improvements on the maps that have been provided.

- Following the small group discussions, all attendees will reconvene for a report back. One attendee from each small group discussion will share the group's key findings with the larger group.

The FHI Team will work with the City to identify and secure meeting venues in central locations within each City ward that are convenient and ADA-accessible, as well as accessible by transit, walking, and biking.

The FHI Team will prepare and present all relevant technical materials associated with the planning efforts for the Walkability Workshops. Presentation materials will be reviewed prior to the workshops to ensure the content is "public friendly" and that any complex planning concepts are clearly represented. Workshop materials might include a technical PowerPoint presentation, maps, handouts, or other visualizations.

Task 4 Deliverables:

- Walkability Workshop invitations
- Walkability Workshop materials including:
 - Presentation materials
 - Corridor Maps
 - Walkability Forms
- Project Instagram account
- Walkability Workshop Methodology Report
- Six (6) Walkability Workshop Summaries

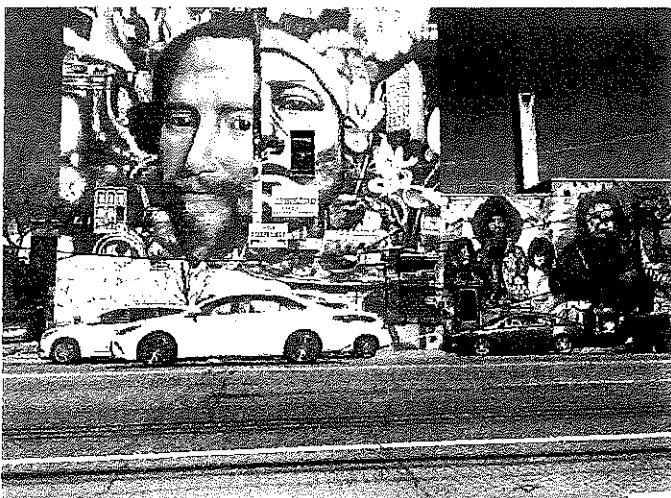
Task 5: Develop Recommendations

Develop recommendations

The FHI Team will develop six (6) Corridor Recommendation Reports that incorporate technical data with the feedback derived from public outreach activities and the Walkability Workshops with the goal of improving the pedestrian realm such that pedestrian travel will be safer, more attractive, and more comfortable.

The reports will include narrative descriptions of the Walkability Workshops and discuss a summary of the event and provide corridor-specific recommendations that will address physical improvements as well as policy and procedural changes. Potential funding sources will be considered as well as other constraints to ensure that recommendations are actionable and feasible. Attention will be paid to whether recommendations are compatible with the NJTPA Local Safety Program, a key funding source for pedestrian improvement in Jersey City.

Street Plans will assist the FHI Team in integrating a Tactical Urbanism approach into the recommendations. Street Plans will review and develop physical project recommendations, and identify opportunities for the City to jump-start implementation by using quick-build or interim-design techniques. Drawing on the firm's national research on best practices for public space stewardship, Street Plans will also assist in development of policy-based recommendations related to placemaking programs, public-private partnerships,



and ongoing stewardship of new types of public spaces such as parklets or pedestrian plazas.

Recommendations for each corridor will be accompanied by an Implementation Strategy that includes a statement of how the recommendations meet the goals and objectives of the walkability workshop; how the improvements will benefit the neighborhoods and surrounding communities with attention to Environmental Justice communities; order of magnitude cost estimates; timeframe for implementation; potential implementation agency; and potential funding sources and their requirements.

The Recommendation Reports will be graphics-heavy and will be public-friendly and easy to read. The reports will be supplied to the participants of each of the six Walkability Workshops in draft form for their review and comment.

Public Meeting #2

The FHI Team will plan and facilitate a Public Meeting in Month 9 of the study, during the review period of the recommendation reports. The meeting will be held in a central location on a weekday evening and would likely employ an Open House format. Stations could be set up around the room for each of the six corridors with a couple of display boards that highlight the existing conditions and the draft recommendations. The Public Meeting could offer children's activities and refreshments to encourage participation. Flyers will be created for this public meeting as outlined in the Public Relations Strategy noted for Public Meeting #1.

Technical Memorandum #3

The FHI Team will produce a report that presents overarching themes of recommendations. It will include groupings of projects and improvements throughout the six corridors that could have city-wide application and broad policy recommendations for City-wide implementation.

Task 5 Deliverables

- Draft and Final Corridor Recommendation Reports (6)
 - All GIS products will follow NJTPA guidelines
- Public Meeting #2 - preparation and implementation, summary and public comments
- Tech memo #3

Task 6: Final Report and Final Deliverables

The FHI Team will produce a Draft Final Report as described in the RFP. The report will include:

- Abstract
- Executive Summary
- Introduction
- Methodology
- Findings
- Recommendations
- Implementation Plan that includes a matrix of overarching strategies and policy changes as well as potential local, state, and federal funding sources.
- Appendix - Task 5 Corridor Recommendation Reports

The Draft Final Report will be reviewed by the City, TAC, and key stakeholders, then finalized. The Final Report will be delivered in physical and electronic formats and will be accompanied by graphic and presentation materials that will support continued enhancement of the pedestrian realm in Jersey City. These will include six (6) posters (one (1) for each corridor) that summarize efforts with visuals and text; digital copies of all presentation materials; data entry of the Needs and Recommendations into the NJTPA PRIME system; a Special Streets Map that highlights some of the beautiful or unique walkable destinations in Jersey City.

~ Project Approach ~

The FHI Team has ample experience to demonstrate our ability to successfully deliver this project. It is important to know that the two firms that make up the FHI Team do not approach this project with purely professional objectives. Improvement of the pedestrian realm is fundamental to what drives us. The staff identified to work on this project are largely car-free, transit riding, cyclists, and pedestrians. We work to improve conditions for pedestrians professionally but also through civic engagement and volunteer work. Ryan Walsh, AICP/PP, and Project Manager for this effort is a former member of his local Community Board's Transportation Committee, where he advocated for pedestrian projects; he has penned pedestrian policy position papers for the NY Metro Chapter of the APA. We care about these issues. This project matters to us and we will see this project succeed.

The Jersey City Pedestrian Enhancement Plan is about building upon the City's considerable efforts to improve the pedestrian environment. It is about enhancing pedestrian safety through improvements that put the pedestrian first and do not harm the pedestrian experience. It is about supporting pedestrian activity to make walking more attractive to residents, workers,

and visitors, so that travel to and around Jersey City without a private vehicle is not only a viable option but the preferred choice. Finally, it is about providing Jersey City with a replicable methodology and toolbox to implement pedestrian improvements in a responsive and efficient manner. Our approach accomplishes these goals using the following task objectives:

Task 1 - Project Management: The primary objective of this task is to ensure that regular and open communication supports the successful delivery of the project. The FHI Team Project Manager will be available and responsive and will ensure that all the moving parts of this effort work in synchrony.

Task 2 - Data Collection and Review: This task includes two primary objectives; ensuring that subsequent recommendations are based on a full and accurate understanding of existing conditions, and; to initiate the stakeholder and public outreach process in an inclusive manner. The FHI Team has the experience with rigorous research and data collection as well as a proven track record of conducting innovative and inclusive public outreach.



Task 3 – Goals and Methodology: This task is to ensure that all stakeholders including Jersey City, the TAC, the FHI Team and the general public understand what the goals of the Walkability Workshops and the project are, and that a fair and even approach will be applied to identify the selected corridors. The FHI Team will articulate the goals and methodology so that they are understandable and transparent. This Task will also provide Jersey City with a replicable methodology that can be applied beyond the scope of this project.

Task 4 – Walkability Workshops: The primary objectives of the Walkability Workshops are to explore existing conditions and brainstorm potential solutions to enhance the pedestrian realm. Holding the workshops in the field allows for deeper understanding of the issues and enables visualization of solutions that may not be apparent from a remote location. Broad participation in the workshops from a variety of stakeholders ensures that diverse issues and solutions are explored and encourages community ownership of the recommended improvements.

Task 5 – Recommendations Reports: The primary objective of this task is to distill all the work that has preceded into a cogent argument for recommended improvements to the pedestrian realm. The FHI Team will ensure that the data analysis, walkability workshop results, public and stakeholder input, and funding opportunities coalesce to demonstrate that the recommendations are sound, achieve the desired goals, and are feasible.

Task 6 – Final Report: The Final Report will deliver to Jersey City all project materials and supporting graphics, maps, and analysis. It will include materials to help the City promote the project and demonstrate community demand for the recommendations to help make the case for funding and implementation. The final report will also provide Jersey City with a replicable methodology for pursuing additional pedestrian improvements beyond the scope and timeline of this project.



~ Project Timeline/Schedule of Deliverables & Meetings ~

TASK 1 - Project Management (11%)	Format	Week Delivered	Month											
			1	2	3	4	5	6	7	8	9	10	11	12
Kick-off Meeting	Meeting	1	☆											
Quarterly Progress Meetings (4)	Meeting	6, 18, 30, 42		☆			☆			☆			☆	
Conference calls (24)	Call	1-52	○	○	○	○	○	○	○	○	○	○	○	○
Website	Website	5-52												
Progress Reports (12)	MS Word	1-52	○	○	○	○	○	○	○	○	○	○	○	○
Schedule	MS Word	2	○											
QA/QC Plan	MS Word	2	○											
Public Involvement Plan	MS Word	4	○											
TAC Meetings (5)	Meeting	4, 10, 16, 32, 42	☆		☆	☆				☆			☆	
Field Visits (2)		10, 14		○	○									
Public Meeting #1	Meeting	12			☆									
Public Meeting #1 Summary	MS Word	12			○									
Tech Memo #1	MS Word/PDF/ArcView	12			○									
TASK 3 - Goals & Methodology (12%)		12-16												
Tech Memo #2	MS Word/PDF/ArcView	16				○								
TASK 4 - Walkability Workshops (36%)		16-28												
Walkability Workshop Preparations	MS Word/PDF/ArcView	16-20					○							
Walkability Workshops (6)	Meeting	20-26					☆	☆☆	☆					
Walkability Workshop Summaries	MS Word/PDF/ArcView	28						☆☆	○					
Walkability Workshop Methodology Report	MS Word/PDF/ArcView	28							○					
TASK 5 - Recommendation Reports, Public Meeting #2 (13%)		28-36												
Corridor Recommendation Reports (6)	MS Word/PDF/ArcView	32								○				
Public Meeting #2	Meeting	34									☆			
Public Meeting #2 Summary	MS Word/PDF/ArcView	35									○			
Tech Memo #3	MS Word/PDF/ArcView	36									○			
TASK 5 - Draft and Final Report (14%)		36-52												
Draft Final Report	MS Word/PDF/ArcView	42											○	
Final Report	MS Word/PDF/ArcView	50												○

☆ = Project Meeting ☆ = Public Meeting ○ = Conference calls (2) ○ = Project Deliverable

*No presentations to governing bodies are anticipated but up to two (2) can be accommodated.

~ City Responsibilities ~

- City will create and convene the TAC
- City and TAC will provide FHI Team with existing data including:
 - Crash data (especially pedestrian involvement)
 - Census (including EJ)
 - Land use and zoning
 - Traffic counts
 - Bus routes and stops
 - PATH and NJ Transit light rail routes and stops
 - Destinations:
 - Schools
 - Government
 - Medical
 - Religious
 - Retail
 - Other (e.g., parks, entertainment, etc.)
- City will assist with identification and securing of meeting spaces for Public Meetings, TAC meetings, and Walkability workshops
- City will be the liaison with stakeholder groups and elected officials as needed, leading meetings with these groups and FHI Team support (up to two meetings)
- City will lead media relations and prepare press releases using materials, information provided as needed by the FHI Team
- City will attend and participate in public meetings, including Walkability Workshops

~ Assumptions ~

- New traffic counts are not included in cost proposal as gaps in data are believed to be reconcilable through field observation.
- Meeting venue rental fees are not included in cost proposal as it is assumed that free meeting spaces will be available.
- No presentations to governing bodies are anticipated but up to two (2) can be accommodated.

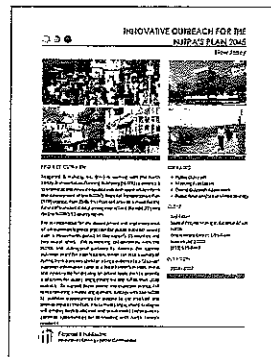
~ References ~

Ted Ritter
Special Projects Manager:
External Affairs
North Jersey Transportation
Planning Authority
One Newark Center, 17th Floor
Newark, NJ 07102
Office: 973-639-8447
tritter@njtpa.org

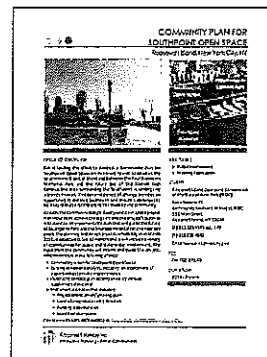
Sean E. Sallie, AICP
Planning Division Supervisor
Nassau County Department
of Public Works
1194 Prospect Avenue,
Westbury, NY 11590
Phone: 516-571-9342
ssallie@nassaucountyny.gov

Dennis Reinknecht
Project Team Manager
NJ Dept. of Environmental
Protection
Office of Flood Hazard Risk
Reduction Measures
501 East State Street-1st Floor
Trenton, NJ 08625-0420
Phone: 609-984-0556
Dennis.Reinknecht@dep.nj.gov

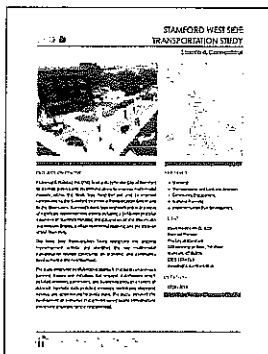
~ Relevant Projects ~



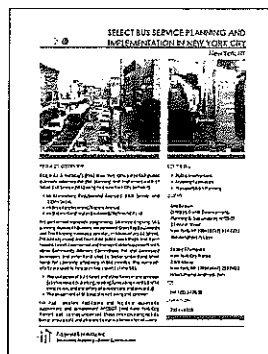
Innovative Outreach for the NJTPA's Plan 2045 - page 41



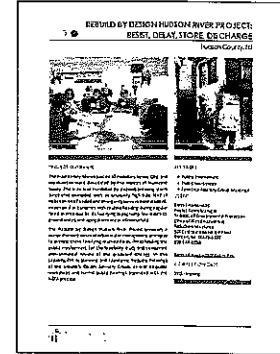
Community Plan for Southpoint Open Space - page 43



Stamford West Side Transportation Study - page 45



Select Bus Service Planning and Implementation in NYC - page 47

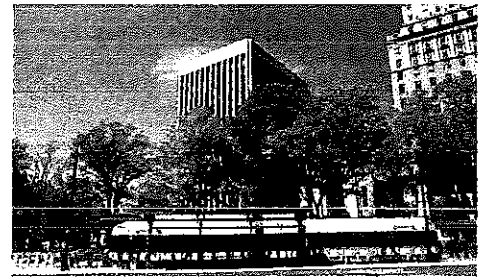


Rebuild by Design Hudson River Project: Resist, Delay, Store, Discharge - page 49



INNOVATIVE OUTREACH FOR THE NJTPA'S PLAN 2045

New Jersey



PROJECT OVERVIEW

Fitzgerald & Halliday, Inc. (FHI) is working with the North Jersey Transportation Planning Authority (NJTPA) to develop a coordinated and innovative public outreach approach to inform the development of the NJTPA's Regional Transportation Plan (RTP) Update, Plan 2045. This Plan will provide a vision for the future of transportation planning over at least the next 20 years for the NJTPA's 13-county region.

FHI is responsible for the development and implementation of an outreach logistics protocol for public outreach events over a three-month period in the region's 13 counties and two major cities. FHI is working collaboratively with the NJTPA and subregional partners to develop the optimal outreach event for each location, which can take a variety of forms, from a presentation for a large audience to a "pop-up" outreach information table at a local farmer's market. FHI is also responsible for creating an online application to provide a platform for public engagement via the NJTPA Plan 2045 website. To support these online and in-person events, FHI is coordinating a media engagement strategy with the NJTPA to publicize opportunities for people to get involved and provide input to the Plan. These media engagement strategies will employ both traditional and social media techniques to optimize opportunities for connecting with North Jersey's residents.

KEY TASKS

- > Public Outreach
- > Meeting Facilitation
- > Online Outreach Application
- > Public Relations/Social Media Strategy

CLIENT

Ted Ritter
Special Project Manager, External Affairs
NJTPA
One Newark Center, 17th Floor
Newark, NJ 07102
(973) 639-8447

DURATION

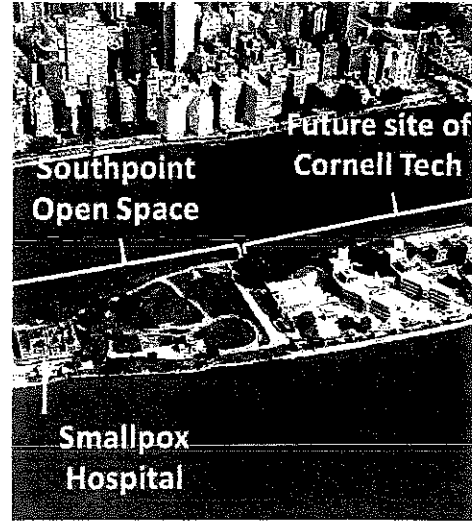
2016 - 2017



Fitzgerald & Halliday, Inc.
Innovative Planning - Better Communities

COMMUNITY PLAN FOR SOUTHPOINT OPEN SPACE

Roosevelt Island, New York City, NY



PROJECT OVERVIEW

FHI is leading the effort to develop a Community Plan for Southpoint Open Space on Roosevelt Island. Located in the southern-most part of the Island between the Four Freedoms Memorial Park and the future site of the Cornell Tech campus, the area surrounding the Southpoint is undergoing a transformation. This dynamic period of change provides an opportunity to enhance Southpoint and ensure it continues to be a key resource for the entire Roosevelt Island community.

As such, the *Community Plan for Southpoint Open Space* project was initiated to achieve these goals and the project's purpose is to develop an implementable plan that will guide the future of Southpoint Park and the Smallpox Hospital for the next ten years. The planning and design process, which began in March 2016, is expected to last 12 months and it will include a variety of opportunities for public and stakeholder involvement. The input from the community will inform and guide the project, which will result in the following efforts:

- > Community vision for Southpoint Open Space
- > Existing conditions analysis, including an assessment of opportunities to make improvements
- > Illustrative concept plan accompanied by various supplemental material
- > Implementation plan that includes:
 - Project prioritization/ phasing plan
 - Level-of-magnitude cost estimates
 - Funding opportunities
 - Identified champions

Please view this project's website at www.southpointcommunityplan.com.

KEY TASKS

- > Public Involvement
- > Meeting Facilitation

CLIENT

Roosevelt Island Operating Corporation
of the State of New York (RIOC)

Erica Spencer-El
Community Relations Manager, RIOC
591 Main Street
Roosevelt Island, NY 10044

(T) 212.832.4540 ext. 349

(F) 212.832.4582

Erica.Spencer-EL@rioc.ny.gov

FEE

FHI FEE: \$70,00

DURATION

2015 - Present

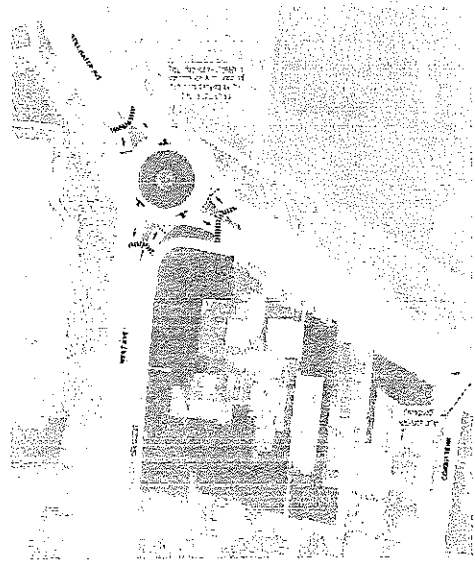


Fitzgerald & Halliday, Inc.
Innovative Planning - Better Communities



STAMFORD WEST SIDE TRANSPORTATION STUDY

Stamford, Connecticut



PROJECT OVERVIEW

Fitzgerald & Halliday, Inc. (FHI) lead a study for the City of Stamford to develop policies and recommendations to improve multi-modal mobility within the West Side Neighborhood and to improve connections to the Stamford Intermodal Transportation Center and to the Downtown. Stamford's West Side neighborhood is the focus of significant redevelopment activity including a \$450 million dollar expansion of Stamford Hospital, the designation of the Vita Health and Wellness District, a village commercial rezoning, and the creation of Mill River Park.

The West Side Transportation Study recognized the ongoing redevelopment activity and identified the key multi-modal transportation related constraints on economic and community development in the neighborhood.

The study embraced a collaborative approach that builds on previous planning studies and initiatives. FHI engaged stakeholders which included residents, commuters, and businesses through a variety of outreach methods such as public meetings, workshops, electronic surveys, and other means for public input. The study included the development of scenarios that offered varied public infrastructure investment strategies for the neighborhood.

KEY TASKS

- > Visioning
- > Transportation and Land Use Analyses
- > Community Engagement
- > Scenario Planning
- > Implementation Plan Development

CLIENT

David Woods, Ph.D., AICP
Principal Planner
The City of Stamford
888 Washington Blvd., 7th Floor
Stamford, CT 06904
(203) 977-4718
dwoods@ci.stamford.ct.us

DURATION

2014 - 2015

SELECT BUS SERVICE PLANNING AND IMPLEMENTATION IN NEW YORK CITY

New York, NY



PROJECT OVERVIEW

Fitzgerald & Halliday's (FHI) New York Office has led public outreach activities for the planning and implementation of Select Bus Service (SBS) along five New York City corridors.

- > In Manhattan: First/Second Avenues; 34th Street; and 125th Street
- > In Brooklyn: Nostrand/Rogers Avenue
- > In Staten Island: Hylan Boulevard/Richmond Road

FHI performed outreach assignments on three ongoing SBS planning studies. In Queens: Woodhaven/ Cross Bay Boulevards and The Flushing—Jamaica corridor, in Manhattan: 86 Street. FHI has organized and facilitated public workshops and open houses, as well as convened and managed continuous work with active Community Advisory Committees. FHI also canvassed businesses and other land uses to better understand their needs for operating effectively in the corridor. The outreach efforts are used to help plan key aspects of the SBS.

- > The utilization of curb lanes and other lanes in the corridor (as they relate to parking, loading/unloading needs, traffic congestion, and the safety of pedestrians and bicyclists)
- > The placement of SBS bus stations along the corridor.

FHI had excellent facilitators and logistical experts to supplement and complement NYCDOT (and New York City Transit) staff as they undertook these innovative projects to better ensure safe and efficient Complete Streets for all users.

KEY TASKS

- > Public Involvement
- > Meeting Facilitation
- > Transportation Planning

CLIENT

Eric Beaton
Director, Transit Development,
Planning & Sustainability NYCDOT
55 Water Street
New York, NY 10041 (212) 839-6697
ebeaton@dot.nyc.gov

Robert Thompson
New York City Transit
2 Broadway
New York, NY 10004 (646) 252-5623
robert.thompson@nyct.com

FEE

FHI FEE: \$700,00

DURATION

2004 - 2015



Fitzgerald & Halliday, Inc.
Innovative Planning - Better Communities

REBUILD BY DESIGN HUDSON RIVER PROJECT: RESIST, DELAY, STORE, DISCHARGE

Hudson County, NJ



PROJECT OVERVIEW

The New Jersey Municipalities of Hoboken, Jersey City, and Weehawken were devastated by the impacts of Hurricane Sandy. The area was inundated by a record breaking storm surge that coincided with an unusually high tide. Half of Hoboken was flooded and emergency services were disabled. Hoboken also contends with routine flooding during regular flood events due to its low-lying topography, low-depth to ground water, and aging storm water infrastructure.

The Rebuild by Design Hudson River Project proposes a comprehensive series of urban water management strategies to protect these low-lying municipalities. FHI is leading the public involvement for the feasibility study and concurrent environmental review of the proposed strategy. In this capacity, FHI is planning and facilitating frequent meetings of the project's Citizen Advisory Group, as well as public workshops and formal public hearings associated with the NEPA process.



KEY TASKS

- > Public Involvement
- > Public Workshops
- > Facilitate Advisory Group Meetings

CLIENT

Dennis Reinknecht
Project Team Manager
NJ Dept. of Environmental Protection
Office of Flood Hazard Risk
Reduction Measures
501 East State Street-1st Floor
Trenton, NJ 08625-0420
609-984-0556

Dennis.Reinknecht@dep.nj.gov

COMPLETION DATE

2015 - ongoing

~ Forms ~

City of Jersey City

Bid 1702-001

CITY OF JERSEY CITY
 DEPARTMENT: HOUSING AND ECONOMIC DEVELOPMENT
 PURPOSE: PEDESTRIAN ENHANCEMENT PLAN

REQUEST FOR PROPOSALS
 DIVISION: CITY PLANNING
 DUE DATE: 03/21/2017

CITY OF JERSEY CITY
 PROJECT: PEDESTRIAN ENHANCEMENT PLAN

RESPONDENT: Fitzgerald & Halliday, Inc.

RESPONDENT'S CHECKLIST

Item	Vendor Initials	Administration Review
A. Proposal*	FHI	
B. Non-Collusion Affidavit properly notarized	FHI	
C. Statement of Corporation Ownership/Stockholder Disclosure *	FHI	
D. Mandatory Affirmative Action Language	FHI	
E. Americans with Disabilities Act	FHI	
F. Affirmative Action Compliance Notice	FHI	
G. MWBE Questionnaire	FHI	
H. Employee Information Report (or Form AA302)	FHI	
I. Business Registration Certificate	FHI	
J. Acknowledgment of Receipt of Addenda*	FHI	
K. Exception Sheet	N/A	
L. Non-Submission of Proposal Form	N/A	
M. Documentation of DBE Participation or Good Faith Efforts.	FHI	
N. Original signature(s) on all required forms.	FHI	

Failure to include items marked with an asterisk () with the proposal will result in automatic rejection of the proposal

CITY OF JERSEY CITY
DEPARTMENT: HOUSING AND ECONOMIC DEVELOPMENT
PURPOSE: PEDESTRIAN ENHANCEMENT PLAN

REQUEST FOR PROPOSALS
DIVISION: CITY PLANNING
DUE DATE: 03 | 21 | 2017

CITY OF JERSEY CITY
PROJECT: PEDESTRIAN ENHANCEMENT PLAN

The undersigned is (an individual)
(a corporation) under the laws
(a partnership)

of the State of Connecticut having offices

at 11 Hanover Square, 3rd Floor, New York, NY 10005 and submits this proposal in response
to the City's RFP.

Signed:



Name:

Sandra H. Nafis

Title:

Director of Finance and Benefits

Company:

Fitzgerald & Halliday, Inc.

Address:

416 Asylum Street

Hartford, CT 06103

Item B. NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY CITY
OF JERSEY CITY:

I certify that I am Sandra H. Nafis
of the firm of Fitzgerald & Halliday, Inc.


the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25)

(Signature of respondent) 

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY March 13 OF 20 17

(TYPE OR PRINT NAME OF AFFIANT UNDERSIGNATURE)


NOTARY PUBLIC
MY COMMISSION EXPIRES: 20 21



(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

Item C. STATEMENT OF CORPORATION OWNERSHIP/STAKEHOLDER DISCLOSURE

PUBLIC DISCLOSURE INFORMATION

N.J.S.A. 52:25-24.2 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria has been listed.

STOCKHOLDERS:

Name	Address	% owned
Susan D. VanBenschoten, P.E.	13 Windsewept Ridge Road, Ivoryton, CT 06442	20.4
Kenneth M. Livingston, AICP	16 Westfield Road, West Hartford, CT 06119	18.8
A. Ruth Fitzgerald, AICP	157 Oxford Street, Hartford, CT 06105	13.6
Carla D. Tillery	140 Flower Street, Hamden, CT 06518	10.3

SIGNATURE : _____

TITLE: _____

Director of Finance and Benefits

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY

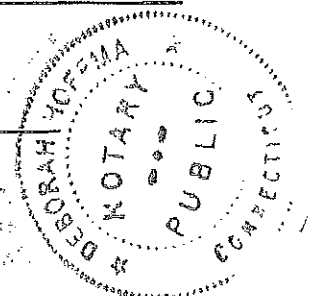
March 12 OF 20 17

(TYPE OR PRINT NAME OF AFFIANT UNDERSIGNATURE)

Susan D. VanBenschoten

NOTARY PUBLIC OF CONNECTICUT

MY COMMISSION EXPIRES: 20 21



(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600



CHRIS CHRISTIE
Governor

RICHARD L. HAMMER
Commissioner

KIM GUADAGNO
Lt. Governor

October 4, 2016

Ms. Sandra H. Nafis
EEO Officer
Fitzgerald & Halliday, Inc.
416 Asylum Street
Hartford, CT 06103

Dear Ms. Nafis:

The annual EEO/Affirmative Action Program, EEO Policy Statement and Sexual Harassment Policy submitted by your firm have been reviewed and found acceptable to this office.

The approval of this plan is in effect for a period of one-year beginning October 4, 2016 and will apply to all Department contracts for which your firm is either a prime or subcontractor. If any changes arise which affect your plan, please notify us promptly in writing.

Thank you for your cooperation.

Sincerely,

Jeffrey R. Overton, Manager
Contract Compliance Unit
Division of Civil Rights and Affirmative Action

CC: File

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
 Goods, Professional Services and General Service Contracts
 (Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Sandra H. Nafis

Representative's Signature: 

Name of Company: Fitzgerald & Halliday, Inc.

Tel. No.: 860-247-7200

Date: 3/13/17

Item E. AMERICANS WITH DISABILITIES ACT

APPENDIX A AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability Director of Finance

The contractor and the & Benefits of Fitzgerald & Halliday, Inc. (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Sandra H. Nafis
Representative's Signature: [Signature]
Name of Company: Fitzgerald & Halliday, Inc.
Tel. No.: 860-247-7200 Date: 3/13/17

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Fitzgerald & Halliday, Inc.
 Address : 416 Asylum Street, Hartford, CT 06103
 Telephone No. : 860-247-7200
 Contact Name : Sandra H. Nafis

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☒ Woman Owned business (WBE) ☐ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

Item G. MWBE QUESTIONNAIRE (2 Copies)

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Fitzgerald & Halliday, Inc.
Address : 416 Asylum Street, Hartford, CT 06103
Telephone No. : 860-247-7200
Contact Name : Sandra H. Nafis

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☒ Woman Owned business (WBE) ☐ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

STATE OF NEW JERSEY

Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 46
4. COMPANY NAME Fitzgerald & Halliday, Inc.		
5. STREET 416 Asylum Street	CITY Hartford	COUNTY Hartford
	STATE CT	ZIP CODE 06103
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) None		
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ 1		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		
	CITY Jersey City	COUNTY Hudson
	STATE NJ	ZIP CODE 07307
Official Use Only	DATE RECEIVED	ASSIGNED CERTIFICATE NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	8	3	5						1				
Professionals	28	15	13						1				
Technicians													
Sales Workers													
Office & Clerical	7		7				1						
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL	43	18	22				1		1	1			
Total employment from previous report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												
	3	2	1										

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input checked="" type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR 03 22 16
13. DATES OF PAYROLL PERIOD USED From: 2/12/17 To: 2/25/17		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Sandra H. Nafis	SIGNATURE 	TITLE Dir. Finance & Benefits	DATE MO DAY YEAR 03 13 17
17. ADDRESS NO. & STREET 416 Asylum Street	CITY Hartford	COUNTY Hartford	STATE CT
	ZIP CODE 06103	PHONE (AREA CODE, NO., EXTENSION) 860 - 247 - 7200	

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

FITZGERALD & HALLIDAY, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:

SEQUENCE NUMBER:

1082581

ADDRESS:

72 CEDAR ST
HARTFORD CT 06106

ISSUANCE DATE:

08/24/04

EFFECTIVE DATE:

03/27/97

FORM-BRC(08-01)

John S. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Item J: ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

**CITY OF JERSEY CITY
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM FORM
PROFESSIONAL PLANNING SERVICES: PEDESTRIAN ENHANCEMENT PLAN**

The undersigned acknowledges receipt of the following addenda to the Request for Proposal:

THE COMPLETED ACKNOWLEDGMENT OF ADDENDA FORM SHOULD BE RETURNED WITH PROPOSAL PACKAGE: NOT TO BE SENT SEPARATELY

NOTE: Failure to acknowledge receipt of all addenda will cause the proposal to be considered non-responsive and the proposal will be rejected. Acknowledgement of receipt of each addendum must be clearly established and included with the proposal pursuant to N.J.S.A. 40A:11-23.2 (e).

Addendum No. 1 Dated 2/28/17

Addendum No. 2 Dated 3/15/17

Addendum No. _____ Dated _____

Name of Proposer: Fitzgerald & Halliday, Inc.

Street Address: 416 Asylum Street

City, State, Zip Hartford, CT 06103

Authorized Signature: 

Date: 3-17-17



State of New Jersey

DEPARTMENT OF TRANSPORTATION

P.O. Box 600

Trenton, New Jersey 08625-0600

CHRIS CHRISTIE

Governor

KIM GUADAGNO

Lt. Governor

RICHARD T. HAMMER

Commissioner

February 17, 2017

FITZGERALD & HALLIDAY INC

CLAUDIA MASSEY

416 ASYLUM STREET

HARTFORD, CT 06103

RE: Renewal of DBE Certification - Anniversary Date: Annually on December 9

Dear CLAUDIA MASSEY:

We are pleased to inform you that your firm has been found eligible to continue as a Disadvantaged Business Enterprise (DBE) by the New Jersey Department of Transportation on behalf of the New Jersey Unified Certification Program (NJ UCP).

Your certification status with the NJ UCP will remain in effect as long as your firm continues to meet all the DBE certification eligibility requirements established by Title 49 CFR 26. However, on an annual basis, you must submit an affidavit, along with a personal financial statement, affirming that there have been no changes within your firm that would affect your eligibility for certification as a DBE. These documents must be completed, signed and returned to our office before your anniversary date in order to continue your firm's eligibility as a DBE.

Additionally, if any time during the year there is a change in your firm, it is your obligation to notify this agency, in writing, within (30) days. Changes include, but are not limited to, ownership and/or control, officers, directors, management, key personnel, scope of work performed, daily operations, ongoing business relationships with other firms or individuals, or the physical location of your firm. Failure to do so may result in the removal of your DBE certification in accordance with 49 CFR Part 26, Section 26.83(j) of the Federal DOT Regulation.

Your firm will be listed in New Jersey's UCP DBE Directory which is located at www.njucp.net. Prime contractors and consultants can verify your firm's DBE certification status and identify the work area(s) for which the firm is DBE eligible through this Directory. The table below lists the North America Industry Classification System (NAICS) Code (s) and description(s) that have been assigned to your firm in accordance with the service(s) your firm render(s):

"IMPROVING LIVES BY IMPROVING TRANSPORTATION"

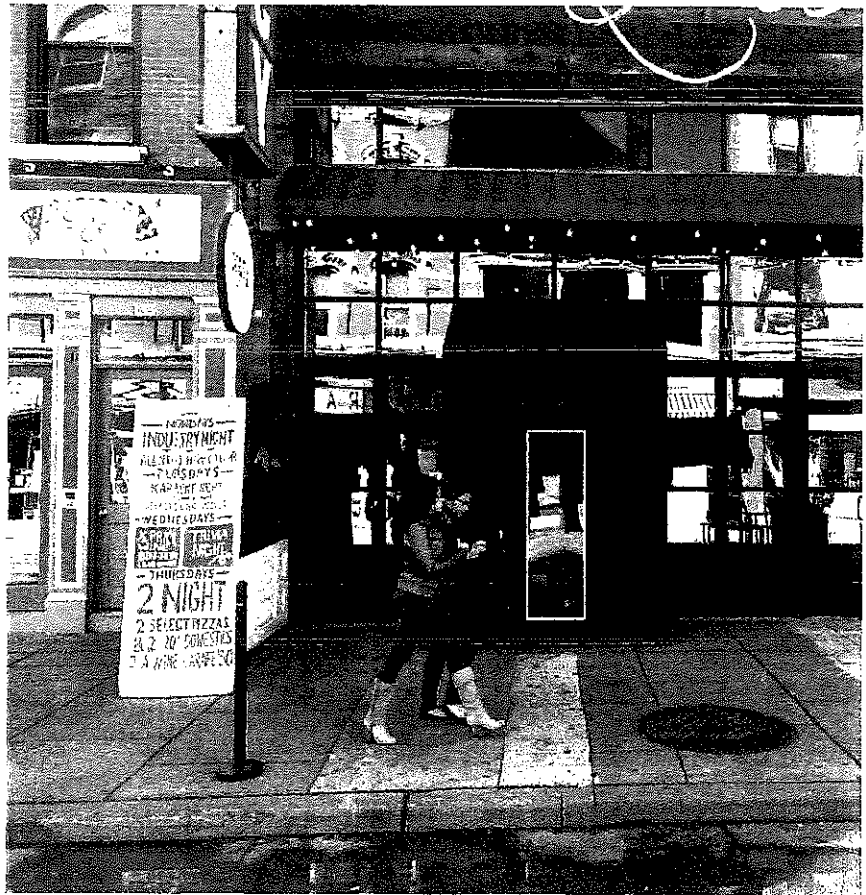
New Jersey Is An Equal Opportunity Employer • Printed on Recycled and Recyclable Paper

**COST
Proposal**

Bid 1702-001

**Professional Planning Services
Pedestrian Enhancement Plan
Cost Proposal**

prepared for
City of Jersey City, NJ



prepared by
Fitzgerald & Halliday, Inc.
New York, NY

in association with
Street Plans

March 21, 2017



FITZGERALD & HALLIDAY, INC
Innovative Planning, Better Communities

Proposal for Jersey City Pedestrian Enhancement Plan

CONSULTANT SUMMARY BUDGET FORM

Date of Proposal Submission: March 21, 2017

Budget Period: 12 months from Notice to Proceed

Labor Costs (Prime only)	
Direct Labor	\$46,754.40
Overhead at 163.82%	\$76,593.06
Subtotal Labor	\$123,347.46

Non-Salary Direct Expenses (Prime only)	
Printing and Reproduction	\$4,000.00
Travel and Living	\$800.00
Telephone/Postage	\$0.00
Online Application	\$500.00
Subtotal Non-Salary Direct Expenses	\$5,300.00

Subconsultant Fees	
Subconsultant: Street Plans	\$38,515.46
Subtotal Subconsultant Fees	\$38,515.46

Fixed Fee (Prime only)	\$12,334.75
------------------------	-------------

TOTAL	\$179,497.66
--------------	---------------------

Notes:

- All overhead rates obtained from FAR.
- Hourly wage rates effective March 21, 2017.
- The prime consultant firm, Fitzgerald & Halliday, Inc. is a certified DBE/ESBE firm.
- Cost appraisal is considered valid for one (1) calendar year from submittal.

Proposal for Jersey City Pedestrian Enhancement Plan

CONSULTANT HOURS SUMMARY FORM

Date of Proposal Submission: March 21, 2017

Budget Period: 12 months from Notice to Proceed

Jersey City Pedestrian Enhancement Plan								
Prime Contractor: Fitzgerald & Halliday, Inc.								
	Task						Total Hours	%
	1	2	3	4	5	6		
FHI	140	184	152	336	172	168	1,152	75.0%
Street Plans	24	36	40	208	36	40	384	25.0%
Total Hours All Firms	164	220	192	544	208	208	1,536	100.0%
Percent	10.7%	14.3%	12.5%	35.4%	13.5%	13.5%		100.0%

CONSULTANT HOURS SUMMARY FORM - Labor Costs (Prime only)

Jersey City Pedestrian Enhancement Plan													
Prime Contractor: Fitzgerald & Halliday, Inc.													
Employee Name	Title	Hourly Rate	Hours Per Task						Total Hours	Direct Labor	Overhead %	Overhead Cost	Total Labor
			1	2	3	4	5	6					
Ken Livingston	Senior Advisor	\$69.80	0	4	4	0	0	4	12	\$837.60	163.82%	\$1,372.16	\$2,209.76
Ryan Walsh	Project Manager	\$48.00	100	20	32	80	32	80	344	\$16,512.00	163.82%	\$27,049.96	\$43,561.96
Francisco Gomes	Task Manager -Technical	\$50.00	0	40	32	12	12	8	104	\$5,200.00	163.82%	\$8,518.64	\$13,718.64
Mary Miltimore	Task Manager- Walkability Workshops	\$36.00	0	20	20	96	20	32	188	\$6,768.00	163.82%	\$11,087.34	\$17,855.34
Michael Ahillen	Task Manager - Outreach & Engagement	\$36.50	0	20	0	0	12	8	40	\$1,460.00	163.82%	\$2,391.77	\$3,851.77
Mike Morehouse	Complete Streets Design	\$68.80	0	0	4	0	16	16	36	\$2,476.80	163.82%	\$4,057.49	\$6,534.29
Chris Henry	Technical Task Support	\$52.00	0	0	20	12	0	0	32	\$1,664.00	163.82%	\$2,725.96	\$4,389.96
Eric Smith	GIS and Online Applications	\$31.00	40	40	40	40	40	20	220	\$6,820.00	163.82%	\$11,172.52	\$17,992.52
Jessica Ortiz	Outreach Support/ Spanish Translation	\$31.00	0	20	0	48	20	0	88	\$2,728.00	163.82%	\$4,469.01	\$7,197.01
Zainab Kazmi	Outreach Support/Hindi & Urdu Translation	\$26.00	0	20	0	48	20	0	88	\$2,288.00	163.82%	\$3,748.20	\$6,036.20
Sub-Total Hours			140	184	152	336	172	168	1152	\$46,754.40		\$76,593	\$123,347.46

The prime consultant firm, Fitzgerald & Halliday, Inc., is a certified DBE/ESBE firm.

*Subtotal Labor:..... \$123,347.46
 Fee, 10%..... \$12,334.75

Direct Expenses:
 Printing/Reproduction \$4,000.00
 Travel & Living..... \$800.00
 Telephone \$0.00
 Postage..... \$0.00
 Online Application \$500.00
 Subtotal Direct Expenses..... \$5,300.00

Subconsultant Fees:
 StreetPlans \$38,515.46

Total:..... \$179,497.66

*DBE/ESBE Participants are the Prime Consultant - Fitzgerald & Halliday, Inc.

CONSULTANT HOURS SUMMARY FORM

Jersey City Pedestrian Enhancement Plan													
Subconsultant: Street Plans													
Employee Name	Title	Hourly Rate	Hours Per Task						Total Hours	Direct Labor	Overhead %	Overhead Cost	Total Labor
			1	2	3	4	5	6					
Michael Lydon	Principal-in-Charge	\$68.76	24	20	20	96	16	20	196	\$13,476.96	48.80%	\$6,576.76	\$20,053.72
Julie Flynn	Project Director	\$53.48	0	8	20	88	20	20	156	\$8,342.88	48.80%	\$4,071.33	\$12,414.21
Project Planner	Project Planner/Designer	\$34.38	0	8	0	24	0	0	32	\$1,100.16	48.80%	\$536.88	\$1,637.04
Sub-Total Hours			24	36	40	208	36	40	384	\$22,920.00		\$11,184.96	\$34,104.96

Subtotal Labor:.....\$34,104.96

Fee, 10%.....\$3,410.50

Direct Expenses:

Printing/Reproduction\$500.00

Travel & Living.....\$500.00

Media\$0.00

Postage.....\$0.00

Computer Services/Graphics.....\$0.00

Subtotal Direct Expenses.....\$1,000.00

Total:.....\$38,515.46

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-447

Agenda No. 10.1

Approved: MAY 24 2017

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A COMPETITIVELY BID CONTRACT TO MCNERNEY & ASSOCIATES, INC. TO PROVIDE APPRAISAL SERVICES IN CONNECTION WITH PROPERTY TAX APPEAL CASES FILED BEFORE THE TAX COURT OF NEW JERSEY FOR CALENDAR YEAR 2017

Council offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City (City) requires the services of a real estate appraiser to prepare appraisal reports and to testify as an expert witness in property tax appeal cases filed before the Tax Court of New Jersey; and

WHEREAS, the competitive contracting process is considered to be a fair and open bid process under the New Jersey Local Unit Pay-To-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the City advertised for proposals and received two proposals, one from McNerney & Associates, Inc., 266 Harristown Road, Glen Rock, N.J. 07452 and one from Value Research Group, LLC ("Value Research"), 301 South Livingston Avenue, Livingston, N.J. 07039; and

WHEREAS, a committee appointed by the City's Business Administrator pursuant to N.J.A.C. 5:34-4.3 reviewed the proposals and prepared a report attached hereto recommending that contracts be awarded to McNerney & Associates, Inc. and Value Research to avoid any conflicts of interest that may ensue; and

WHEREAS, McNerney & Associates, Inc. agrees to perform the services required by the City; and

WHEREAS, McNerney & Associates, Inc. agrees to provide its services at an hourly rate of \$150 for a total contract amount not to exceed \$35,000; and

WHEREAS, the term of the contract is one year; and

WHEREAS, the sum of \$35,000 is available in Account No.: 2017-01-201-20-150-312;

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

1. The decision to use the Competitive Contracting Law, N.J.S.A. 40A:4.1 et seq., to award a contract for real estate appraisal services is ratified;
2. A contract to provide real estate appraisal services is awarded to McNerney & Associates, Inc.;
3. McNerney & Associates, Inc. shall provide services at an hourly rate of \$150.00 for a total contract amount not to exceed \$35,000.00, and the term of the contract is one year;
4. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute an agreement in substantially the form of the attached;
5. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of this award;

Continuation of Resolution _____
City Clerk File No. Res. 17-447
Agenda No. 10.1 MAY 24 2017

Pg. # 2

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A COMPETITIVELY BID CONTRACT TO MCNERNEY & ASSOCIATES, INC. TO PROVIDE APPRAISAL SERVICES IN CONNECTION WITH PROPERTY TAX APPEAL CASES FILED BEFORE THE TAX COURT OF NEW JERSEY FOR CALENDAR YEAR 2017

6. The resolution authorizing the award of this contract and the contract itself shall be available for public inspection;
7. The award of this contract shall be subject to the condition that the contractor provides satisfactory evidence of compliance with the Affirmative Action Amendment to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, _____ (Donna Mauer) Chief Financial Officer, certify that \$35,000 is available under in Account No.: 2017-01-201-20-150-312.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.24.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution authorizing the award of a professional services contract to McNerny & Associates, Inc.

Project Manager

Department/Division	Tax Assessor's Office	Tax Assessor's Office
Name/Title	Eduardo Toloza	Director/Assessor
Phone/email	201-547-4804	Edward@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To provide appraisal services in connection with property Tax Appeal cases filed before the Tax Court Of New Jersey.

Cost (Identify all sources and amounts)

Initial Cost \$35,000

Contract term (include all proposed renewals)

12 months

Type of award

OPEN

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

5/3/17

AGREEMENT

AGREEMENT made this ____ day of _____, 2017 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("City"), City Hall, 280 Grove Street, Jersey City, New Jersey 07302 and MCNERNEY & ASSOCIATES, INC. ("McNerney" or "Contractor"), 266 Harristown Road, Glen Rock, New Jersey 07452

WHEREAS, the City Tax Assessor's Office requires the services of real property appraisal firms for performing appraisal services for tax appeals and other City matters requiring real property appraisal, valuation, and consulting services; and

WHEREAS, on March 29, 2016, the City received two proposals for real property appraisal services; and

WHEREAS, a review committee appointed by the City's Business Administrator pursuant to N.J.A.C. 5:34-4.3 reviewed the proposals and recommended that contracts be awarded to McNerney, and the other respondent, Value Research Group, LLC; and

WHEREAS, Resolution _____ approved on _____, 2017 authorized this Agreement between the City and McNerney

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I

Purpose of Agreement

The purpose of this Agreement is for Contractor to provide the City with real property appraisal services.

ARTICLE II

Scope of Services

1. Contractor shall perform for the City all the services as described in the City's Request for Proposals (RFP) (Exhibit "A"), and the Contractor's Proposal (Exhibit "B") which are attached hereto and incorporated herein by reference (Contract Documents). The contract consists of this Agreement and the Contract Documents. This Agreement and the Contract Documents are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the Contract Documents, the provisions of this Agreement shall govern over the provisions of the Contract Documents; the provisions of the City's RFP shall govern over the provisions of the Contractor's Proposal.

2. The contract term is one year (1) year effective as of the date the contract is awarded by the City Council.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Contractor. Any modifications which increase the compensation of the Contractor shall require the prior authorization of the City.

ARTICLE III Contractual Relationship

1. In performing the services under this agreement, Contractor shall operate and have the status of an independent contractor and shall not act as an agent or employee of the City. As an independent contractor, Contractor shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.

2. Contractor shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV Compensation and Payment

In exchange for performing the services described in Article II herein, the Contractor shall be compensated at an hourly rate of \$150.00 and the total contract amount shall not exceed the sum of \$35,000.00 including fees and expenses. Compensation shall be payable upon submission and verification of monthly invoices to the City's Tax Assessor. Each invoice shall include a description of all services and materials for which the invoice is being submitted. Contractor understands that each invoice must be submitted to the governing body of the City for approval prior to payment. The governing body meets on the second and fourth Wednesdays of each month. The processing time for payment is approximately three (3) weeks.

ARTICLE V Insurance

1. Contractor shall purchase and maintain the following insurance during the terms of this Contract:

A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverages - covering as insured Contractor with not less than one million dollars (\$1,000,000) per occurrence and two million dollars

(\$2,000,000) in the aggregate; including produced and completed operations coverage. The City of Jersey City, its agents, servants shall be named as additional insured.

B. Professional Liability Insurance: covering as insured the Contractor with not less than two million dollars (\$2,000,000). Professional liability insurance shall be kept in force until at least one (1) year after the expiration of this Agreement.

C. Automobile Liability Coverage: covering as insured Contractor with not less than one million dollars (\$1,000,000) combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.

D. Workmen's Compensation Insurance: New Jersey statutory limits and Employer's Liability in the amount of \$1,000,000

E. Error and Omissions Liability in the amount of \$2,000,000 per occurrence and in aggregate.

2. Contractor agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided in insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Contractor shall furnish the City certificates of insurance upon execution of this Agreement.

3. The insurance policies described in this Article shall be kept in force for the period specified below.

All coverage should remain in effect for the term of the contract.

ARTICLE VII Termination

This Agreement may be terminated by the parties pursuant to the provisions set forth in Section 8.8 of the RFP.

ARTICLE IX
Indemnity

1. Contractor agrees to protect, defend and save harmless the City against damage for payment for the use of any patented material process, article or devise that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or from, any of the acts of the contractor, its servants or agents. Should Contractor retain any subcontractors, such subcontractors shall also agree to the aforementioned indemnification language.

ARTICLE X
Entire Agreement

1. This Agreement constitutes the entire agreement among the Cities and Contractor. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

2. This agreement shall in all respects be interpreted and construed and the rights of the party thereto shall be governed by the laws of the State of New Jersey.

ARTICLE XI
Assignment

Contractor shall make no assignment nor transfer this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the Cities. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

ARTICLE XII

Notice

All notices or other communications given hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Robert Kakoleski
City Business Administrator
City Hall
280 Grove Street
Jersey City, NJ 07302

ARTICLE XIII

Compliance with Affirmative Action Plan

(a) If the Agreement exceeds \$40,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$40,000.00).

ARTICLE XIV

New Jersey Business Registration Requirements

The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Contractor.

Before final payment on the contract is made by the contracting agency, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible

personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) of subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XV
City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Attest:

City of Jersey City

Robert Byrne, City Clerk

Robert Kakoleski, Acting Business
Administrator

Attest:

McNerney & Associates, Inc.

EXHIBIT A

ON FILE WITH PURCHASING AGENT

EXHIBIT B

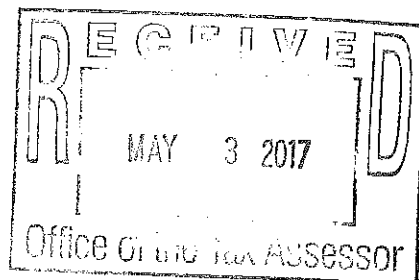
ON FILE WITH PURCHASING AGENT

McNerney & Associates, Inc.

Real Estate Appraisal Services • 266 Harristown Rd., P.O. Box 67, Glen Rock, New Jersey 07452-0067 • (201) 670-8558 • Fax (201) 670-0913

May 1, 2017

Eduardo C. Toloza, CTA
City of Jersey City
280 Grove Street
Room 116
Jersey City, New Jersey 07302

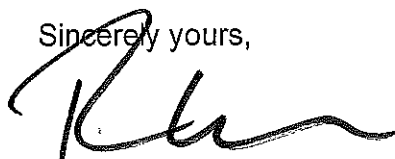


RE: APPRAISAL SERVICES - 2017
Tax Court of New Jersey
City of Jersey City, New Jersey

Dear Mr. Toloza:

At your request, I am submitting the following proposal for appraisal services relative to the pending Tax Appeals within the City of Jersey City. The costs for providing the municipality with the appraisals necessary in the defense of these appeals will be based upon a rate of \$150 per hour.

Sincerely yours,



Robert McNerney, MAI, SRA, CRE
President

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Robert McNerney - President

Representative's Signature: 

Name of Company: McNerney & Associates, Inc.

Tel. No.: 201-670-8558

Date: 05/01/17

Certification 34155

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUN-2010** to **15-JUN-2017**

MCNEERNEY & ASSOCIATES, INC.
266 HARRISTOWN ROAD
GLEN ROCK NJ 07452 0067




Andrew P. Stedman-Erdtloff
Acting State Treasurer

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : McNerney & Associates, Inc.
Address : 266 Harristown Road, P.O. Box 67, Glen Rock, NJ 07452-0067
Telephone No. : 201-670-8558
Contact Name : Robert McNerney

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

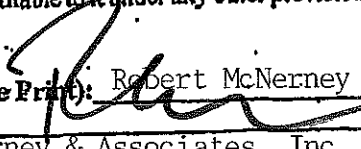
The contractor and the President of McNerney & Associates (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Robert McNerney - President

Representative's Signature: 

Name of Company: McNerney & Associates, Inc.

Tel. No.: 201-670-8558

Date: 05/01/17

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
<NAME OF CONTRACTING AGENCY>

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions:

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the McNerney & Associates, Inc. *<name of business entity>* has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding *(date of award scheduled for approval of the contract by the governing body)* to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the *<name of entity of elected officials>* as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Frank Gajewski for Council
Team Fulop	Friends of Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Michael Yun for Council
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Diane Coleman for Council

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership
 ☒ Corporation
 ☐ Sole Proprietorship
 ☐ Subchapter S Corporation
☐ Limited Partnership
☐ Limited Liability Corporation
☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Robert McNerney	70 Lehmann Street, Mahwah, NJ 07430

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: McNerney & Associates, Inc.

Signed: _____

Title: President

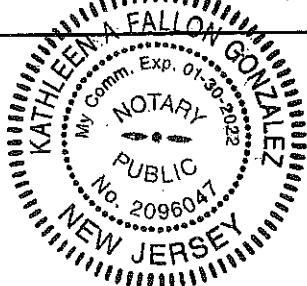
Print Name: Robert McNerney

Date: 05/01/17

Subscribed and sworn before me this 15th day of

May, 2017
Kathleen A. Fallon Gonzalez
 My Commission expires: 01/30/2022

 (Affiant)
Robert McNerney - President
 (Print name & title of affiant) (Corporate Seal)



C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	McNerney & Associates, Inc.		
Address:	266 Harristown Road, P.O. Box 67		
City:	Glen Rock	State: NJ	Zip: 07452-0067

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

compliance with the provisions of
form.

Robert McNerney

President

Signature

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☒ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)



BUSINESS ENTITY ANNUAL STATEMENT

NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION
(609) 292-8700 or Toll Free Within NJ 1-888-313-ELEC (3532)

THIS FORM MUST BE ELECTRONICALLY FILED AT:
www.elec.state.nj.us

FORM BE

FOR STATE USE ONLY

This statement is required to be filed by a business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities.

Part 1: General Information

Date of Statement March 29, 2017 Activity for Calendar Year 2016 ☐ Check if Amendment

Part 2: Business Entity Information

Business Name McNerney & Associates, Inc.

Business Type Other Business Organization

Address 1 266 Harristown Road, Suite 301

Address 2 _____

City Glen Rock State New Jersey Zip 07452

*(Area Code) Telephone Number (201) 670-8558

ACKNOWLEDGEMENT

I have been authorized by the above named business entity to complete the annual statement, and certify that the statements and/or information contained herein are true. I am aware that if any of the statements or information are willfully false, I may be subject to punishment.

First Name Robert Last Name McNerney

Title/Position President Date March 29, 2017

*(Area Code) Telephone Number (201) 670-8558

☒ Check this box to certify the above acknowledgement.

A business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities, but has made no contributions to candidates or committees, shall file the business entity annual disclosure statement with the Commission to report that no contributions were made during the calendar year.

☒ Check this box if the business entity has not made any reportable contributions during the calendar year.

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that McNerney & Associates, Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding January 1, 2017 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract McNerney & Associates (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: McNerney & Associates, Inc.

Signed: [Signature] Title: President

Print Name: Robert McNerney Date: 05/01/17

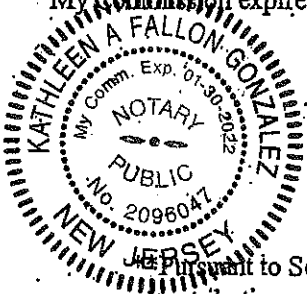
Subscribed and sworn before me
this 1st day of May, 2017.

My Commission expires: 01/30/2022

[Signature] (Affiant)
Robert McNerney - President

(Print name & title of affiant) (Corporate Seal)

Kathleen A. Fallon Gonzalez



Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

MCNERNEY & ASSOCIATES, INC.

TRADE NAME:

ADDRESS:

266 HARRISTOWN ROAD
GLEN ROCK NJ 07452

SEQUENCE NUMBER:

0082173

EFFECTIVE DATE:

12/09/93

ISSUANCE DATE:

08/23/07

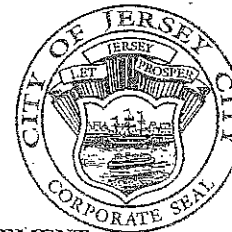
James J. Fuscone
Acting Director
New Jersey Division of Revenue

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-448
Agenda No. 10.M
Approved: MAY 24 2017
TITLE:



RESOLUTION RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH ADAMS, REHMANN & HEGGAN ASSOCIATES IN CONNECTION WITH SOILS INVESTIGATION, ARCHITECTURAL AND STRUCTURAL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE EMERGENCY APPARATUS FLOOR REPLACEMENT AT ENGINE CO. #10, 283 HALLADAY STREET, JERSEY CITY, NEW JERSEY, PROJECTS NO. 2017-011, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Division of Architecture was notified by the Division of Buildings and Street Maintenance that there was major structural damage to the apparatus floor in rear area of Engine Co. #10 located at 283 Halladay Street, Jersey City; and

WHEREAS, the City of Jersey City (City) did solicit a Request for Qualifications (RFQ) for General Engineering Services through the fair and open process, and evaluated each firm as to its qualifications to provide these services; and

WHEREAS, a list of pre-qualified firms was posted to the City's Website; and

WHEREAS, the Division of Architecture received a proposal for the above-mentioned work from Adams, Rehmann & Heggan Associates, Inc., 2 Broad Street, Suite 602, Bloomfield, New Jersey 07003, who is on the City's list of pre-qualified firms; and

WHEREAS, Adams, Rehmann & Heggan Associates, Inc., possesses the necessary qualifications to undertake this project and has submitted the attached revised proposal dated May 8, 2017 to provide services for a sum not to exceed \$123,500.00; and

WHEREAS, the City is awarding this contract pursuant to the Fair and Open Provisions of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, Adams, Rehmann & Heggan Associates, Inc., has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, these funds are available for this expenditure from General Building Firehouse Repairs - Capital Account:

<u>Account</u>	<u>P. O. #</u>	<u>Amount</u>
04-215-55-900-990	125047	\$123,500.00

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

1. A one year contract effective as of April 3, 2017 with Adams, Rehmann and Heggan Associates, Inc. is hereby ratified for a total amount not to exceed \$123,500.00, including expenses;
2. This contract is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;

City Clerk File No. Res. 17-448
 Agenda No. 10.M MAY 24 2017

TITLE:

RESOLUTION RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH ADAMS, REHMANN & HEGGAN ASSOCIATES IN CONNECTION WITH SOILS INVESTIGATION, ARCHITECTURAL AND STRUCTURAL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE EMERGENCY APPARATUS FLOOR REPLACEMENT AT ENGINE CO. #10, 283 HALLADAY STREET, JERSEY CITY, NEW JERSEY, PROJECTS NO. 2017-011, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE.

3. This contract award shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
4. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modifications as Corporation Counsel deems appropriate or necessary;
5. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution; and
6. The City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I, Donna Maurer (Donna Maurer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

RR/ab
 May 9, 2017

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED

9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.24.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
 Rolando R. Lavarro, Jr., President of Council

[Signature]
 Robert Byrne, City Clerk

448
RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH ADAMS, REHMANN & HEGGAN ASSOCIATES IN CONNECTION WITH SOILS INVESTIGATION, ARCHITECTURAL AND STRUCTURAL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE EMERGENCY APPARATUS FLOOR REPLACEMENT AT ENGINE CO. #10, 283 HALLADAY STREET, JERSEY CITY, NEW JERSEY, PROJECTS NO. 2017-011, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE.

Project Manager

Department/Division	Administration	Architecture
Name/Title	Brian F. Weller, L.L.A., A.S.L.A.	Director
Phone/email	(201) 547-5900	wellerb@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The services of a consulting engineering firm in connection with architectural, structural engineering and MEP services necessary for the emergency apparatus floor replacement at Engine Co. #10 - 283 Halladay Street. These documents will work in conjunction with plans and specifications prepared by the Division of Architecture for public bid.

Professional design services to be included in this Contract will encompass the following disciplines:

1. Survey;
2. Soils Investigation;
3. Architectural and Structural Services;
4. Mechanical, Electrical and Plumbing (MEP's) Services;
5. Preparation of Plans and Specifications for Public Bid; and
6. Construction Administration

Cost (Identify all sources and amounts)

\$123,500.00 (General Building Firehouse Repairs – Capital Account) 04-215-55-900-990

Contract term (include all proposed renewals)

The term of this will be twelve (12) months after award of the contract.

Type of award Fair and Open

If "Other Exception", enter type

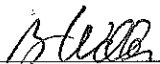
Additional Information

The Division of Architecture was notified by the Division of Buildings and Street Maintenance that there was major structural damage as well as a large hole in rear area portion of Engine Co. #10 located at 283 Halladay Street, Jersey City.

The Director of the Department of Public Works notified the Purchasing agent that an emergency existed. Due to the critical nature at the firehouse, the firemen were relocated so that work could be performed.

The Division of Architecture solicited a proposal from the Adams, Rehmann & Heggan Associates, Inc.

I certify that all the facts presented herein are accurate.


Signature of Division Director

5.10.17
Date

ab.

CERTIFICATION OF PATRICK G. STAMATO

I, Patrick G. Stamato, of full age, hereby certifies as follows:

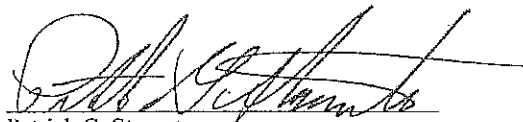
1. The Division of Buildings Maintenance was notified that the flooring at Firehouse 10 which is located at 283 Halladay Street has major structural damage.
2. There is a need to repair or replace the floor. A vendor is on its way to inspect.
3. The aforementioned situation endangered the health, welfare and safety of the public.
4. Further examination by Mr. Douglas Carlucci revealed that these repairs must be done as soon as possible.
5. As Director of the Department of Public Works, I instructed the staff in Buildings Maintenance to reach out to a vendor.
6. The Department of Public Works reached out to a vendor.
7. Because of the reasons stated above which are incorporated herein, I have declared an emergency existed and will formally authorized the vendor to make the necessary repairs without further delay.
8. The total funds requested for this purpose is not known at this time.
9. Because of the aforementioned emergency, time did not permit formal advertisement for the necessary repairs.
10. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

It is for these reasons that I am requesting an emergency be declared in order to formally authorize the vendor to provide the repairs without further delay.

Should you have any questions or require further details regarding this matter, please contact us at your earliest convenience

Dated: _____

3/31/17


Patrick G. Stamato
Director of Department of Public Works

COPY



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE

PUBLIC WORKS COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : May 10, 2017

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Director, Division of Architecture *BFW*

SUBJECT : Engine Co. #10 - 283 Halladay Street - Emergency Apparatus Floor Replacement
Project No. 2017-011
Re: Adams, Rehmann & Heggan Associates, Inc. (ARH)

Attached for your consideration is the Resolution ratifying a contract to Adams, Rehmann & Heggan Associates, Inc. connection with architectural and structural design and construction administration services for the emergency apparatus floor replacement at Engine Co. #10 - 283 Halladay Street. ARH services include the following:

1. Survey;
2. Soils Investigation;
3. Architectural and Structural Services;
4. Mechanical, Electrical and Plumbing (MEP's) Services;
5. Preparation of Plans and Specifications for Public Bid; and
6. Construction Administration

If you need any additional information, please do not hesitate to call.

ab

c: Peter Folgado, RPPO, QPA, Purchasing Agent

AGREEMENT

Agreement made this day of 2017, between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and **Adams, Rehmann & Heggan Associates, Inc., 2 Broad Street, Suite 602, Bloomfield, New Jersey 07003** ("CONSULTANT").

WHEREAS, the City requires the services of a **professional architectural/engineering consultant** in connection with the **emergency apparatus floor replacement at Engine Co. #10 - 283 Halladay Street.**

WHEREAS, Consultant has the skills and expertise necessary to undertake this project in matters relating to **soils investigation, architectural and structural design and construction administration for Engine Co. #10 - Emergency Apparatus Floor Replacement.**

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I

Purpose of Agreement

The purpose of this agreement is for CONSULTANT to provide the CITY with professional **architectural/engineering** services in connection with **Engine Co. #10 - Emergency Apparatus Floor Replacement.**

ARTICLE II

Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional **architectural/engineering** services in accordance with the proposal prepared by the CONSULTANT dated **May 8, 2017.**

2. Such described services shall be performed during a period of **twelve (12) months.**

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the CITY and CONSULTANT. Any modifications which increase the compensation of CONSULTANT shall require the prior authorization of the governing body of the CITY.

ARTICLE III

Contractual Relationship

1. In performing the services under this Agreement, CONSULTANT shall operate and have status of an independent contractor and shall not act as an agent or employee of CITY. As an independent contractor, CONSULTANT shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. CONSULTANT shall perform the services to be furnished under this Agreement with a degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV

Compensation and Payment

1. Compensation for the performance of professional services described in this Agreement will be on a monthly basis in accordance with the attached quote dated **May 8, 2017** with a total cost not to exceed **One Hundred Twenty-Three Thousand Five Hundred (\$123,500.00) Dollars**.

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached quote prepared by CONSULTANT. CONSULTANT understands that said invoices must be submitted to the governing body of CITY for approval prior to payment.

ARTICLE V

Insurance

1. The Consultant shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, Automobile Liability and Professional Liability and shall be subject to approval for adequacy of protection. Certificates of such insurance, naming the City as an additional insurance when possible, shall be provided. Insurance requirements are as follows:

- A. Comprehensive General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Products & Completed Operations coverage.
- B. Workers Compensation with NJ statutory limits and Employer's Liability in the amount of \$1,000,000.
- C. Automotive Liability in the amount of \$1,000,000 combined single limit.
- D. Professional Liability in the amount of \$2,000,000 per occurrence and in aggregate.

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. All certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number **Engine Co. #10 - Emergency Apparatus Floor Replacement; Project No. 2017-011.**

2. The insurance policies described in this Article shall be kept in force for the period specified below:

- A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance shall be kept in force until submission of the CONSULTANT'S final invoice.
- B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

ARTICLE VI

Personnel of the Consultant

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The CONSULTANT shall pay to any such architects, engineers, cost estimators and experts employed on the project, monies commensurate with the professional engineering services rendered by them. It is understood that all such personnel shall be engaged by the CONSULTANT and not the CITY, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY and in the event the CONSULTANT'S personnel fails to cooperate, the CONSULTANT shall relieve them of their duties on the Project when mutually agreed by both the CITY and the CONSULTANT.

ARTICLE VII

Progress Report

The CONSULTANT shall prepare and send to the CITY on a **bi-weekly** basis a progress report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

ARTICLE VIII

Suspension or Termination

1. Termination: CITY shall have the right to terminate this Agreement in whole or in part upon seven (7) days written notice. Upon receipt of a termination notice, CONSULTANT shall immediately discontinue services. CONSULTANT shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by CONSULTANT in connection with discontinuing the work hereunder, and shall have no further claim against CITY with respect thereto.

2. Suspension: CITY shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work under this Contract for a period of time, upon seven (7) days written notice. The CONSULTANT shall resume work as directed by the CITY, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

ARTICLE IX

Arbitration

1. Any disputes or claims arising out of this Agreement, or breach thereof shall be decided by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Chief Architect of the Division of Architecture of the CITY on any claim or dispute covered by this Article.

ARTICLE X

Nondiscrimination

In connection with the performance of work under this Contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

ARTICLE XI

Compliance with Equal Employment Opportunity/Affirmative

Action Plan

1. If the Contract Agreement exceeds \$40,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

2. This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and Additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

3. Consultant shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- a. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action programs (good for one year from the date of the letter); or

- b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

ARTICLE XII

Compliance with Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Consultant is required to read Americans With Disabilities language that is included as Appendix A of this quote and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

ARTICLE XIII

Indemnity

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from costs and expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death, resulting solely from an error, omission, or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this Contract. Said agreement shall indemnify and defend the CITY, and their respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

ARTICLE XIV

Entire Agreement

1. This Agreement constitutes the entire agreement between CITY and CONSULTANT. It supersedes all prior or contemporaneous communications, representations of agreement whether oral or written with respect to the subject matter thereof and has been induced by no representations, statement or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey.

ARTICLE XV

P.L. 2004, c.57 (N.J.S.A. 52:32-44)

MANDATORY BUSINESS REGISTRATION REQUIREMENTS

Non Construction Contracts

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XVI

City of Jersey City Contractor Pay-to-Play Reform Ordinance

The contract will be awarded in accordance with the City of Jersey City's Contractor Play-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals will be required to certify that they have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

ARTICLE XVII

City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq. following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
by their duly authorized officers.

CITY OF JERSEY CITY

ATTEST

ROBERT KAKOLESKI
Business Administrator

ROBERT BYRNE
City Clerk

Date: _____

Date: _____

ATTEST:

Adams, Rehmann & Heggan Associates,
Inc.

BY: _____

APPROVED AS TO LEGAL FORM

RAYMOND REDDINGTON
Supervising Ass't. Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

MATT HOGAN
Risk Manager



Principals

Richard Rehmann, GISP
Chris Rehmann, PE, CME, PP, PLS
Richard Heggan, PLS, PP
Robert Heggan, PLS, PP

May 8, 2017

Mr. Brian Weller
Jersey City Division of Architecture
Municipal Services Complex
13 Linden Avenue East, 2nd Floor
Jersey City, New Jersey 07305

Re: **Engine Co. #10 -- Emergency Apparatus Floor Replacement**
283 Halladay Street, Jersey City, NJ
Jersey City Project No. 2017-011
ARH No. P2017.0302

Dear Brian,

An emergency was declared by the City of Jersey City at Fire House No. 10 after it was discovered that the floor slab supporting the fire vehicles has now failed in the rear of the Firehouse. In order to address this emergency condition, along with the failing floor support systems in the basement, our team consisting of John McNally Architecture and Engineering, MPE Consulting and Design, and Melick-Tully and Associates has developed this scope of work for your consideration. It is noted that this scope of work does not include the work outlined in the original proposal for the firehouse, as the retaining work is deferred in order to address this emergency work first.

As you are aware, we have had numerous discussions and met in the field with Debby Waitzman to review the scope of work and discuss various alternatives to the repair. In response, the scope of work is as follows.

I. SURVEY

\$5,000.00

ARH survey crews will as-built the concrete slab in front of the firehouse and as-built the interior floor slab. It was discussed that if the slab could be lowered 1-2 inches, that would provide additional clearance between the ladder truck and the existing ceiling. This information will be utilized to design positive drainage.

II. SOILS INVESTIGATION

\$20,500.00

Soil borings will be taken within the firehouse in both the slab-on-grade portion and the basement area of the firehouse. The purpose and scope of work is as follows:

- 1) Explore the subsurface soil, rock and groundwater conditions at four accessible locations inside the existing firehouse
- 2) Estimate the relevant geotechnical engineering properties of the encountered materials;

ARH Associates

Corporate Headquarters – 215 Bellevue Avenue – PO Box 579 – Hammonton, NJ 08037 – 609.561.0482 – fax 609.567.8909
Bloomfield Office – 2 Broad Street – Suite 602 – Bloomfield, NJ 07003 – 973.337.8562 – fax 973.337.8876

www.arh-us.com

3) Provide recommendations for remedial activities deemed necessary to support the new slabs to be installed; and

4) Discuss appropriate earthwork operations or considerations consistent with the proposed construction and encountered subsurface conditions. These could include the anticipation and management of groundwater, estimated depths of excavation required to remove unsuitable materials, evaluation of the suitability of the site soils for use as controlled compacted backfill, as well as material and placement requirements for controlled compacted fill and backfill.

To accomplish these purposes, a subsurface exploration program consisting of four supervised test borings will be performed at the site. The test borings will be performed using portable skid rig equipment and will extend to estimated depths on the order of 10 to 20 feet below the slab surfaces, or to refusal if encountered at shallower depths. We understand that this portion of the firehouse and subject slab area is currently not being used and that the City requested that a temporary plywood covering be placed over the ground level slab holes upon completion. Plywood is onsite, as is a fireman, and we ask that additional cones or other protections be provided by the fire company or City to help keep any visitors and equipment away from the core locations. MTA and its subcontractors assume no liability relative to the safety or restoration of the cored areas to allow active use of the area to resume. The drilling contractor will initially core the ground and lower level concrete slabs at the desired locations, and soil borings will then be advanced through the holes. The borings would then be advanced through the core holes from the at-grade floor. We expect that the coring and drilling will take three days to complete.

Soil samples suitable for identification purposes will be extracted from the borings at closely-spaced intervals in general accordance with the procedures of the Standard Penetration Test. The soil samples will be visually described in general accordance with the Unified Soil Classification System. Upon completion, the boreholes will be backfilled with the drilling spoils.

All soil samples will be brought to our office where they will be further examined, and selected samples will be subjected to geotechnical laboratory testing, consisting of moisture content determinations, gradational analyses and if appropriate, liquid and plastic limits to aid in their engineering identification and engineering soil properties. As relatively distinct subsurface conditions are anticipated, it is expected that the laboratory testing will consist only of classification tests to assist in sample identification and evaluation of engineering properties. The results of the field and laboratory programs will provide the basis for our engineering analyses and design recommendations.

No further restoration or maintenance of the building floor slabs is included in this scope of work. It is our understanding that patching of the floors would be performed by others. This proposal assumes the client is aware of and accepts the level of disturbance that will be caused by the exploration program. We are not aware of any required state or local permits for the work, and that any utilities or other restricted exploration or access areas have been identified to us by the client prior to commencement of the field work. Due to the access and coordination issues, we anticipate the field work would take three days to complete.

All field work will be performed under the direct technical observation of a geotechnical engineer or geologist from MTA. Our representative will locate the explorations in the field, in coordination with ARH or the City of Jersey City, maintain continuous logs of the test borings as the work proceeds and supervise the soil sampling operations so as to develop the desired subsurface information.

The results of our services will be presented in a formal written report at the conclusion of our work. The report will include a plot plan showing the locations of the field explorations, detailed logs of the explorations, the results of all laboratory tests, and our specific findings and recommendations. All work will be performed under the direct technical supervision of a Professional Engineer licensed in the State of New Jersey.

Other Considerations

Jersey City will provide the right of entry for the work. MTA will provide the drilling contractor with the information required for the contractor to notify the New Jersey Utility One-Call Center to request a markout of existing underground utilities prior to the start of our field work. The One-Call center requires three business days after the request is received to complete the markout. The One-Call Center will not mark out utilities within the building or below the slab. In the absence of their markout, we will rely exclusively on information you furnish us in locating explorations to avoid utilities. We also request that a site representative be identified to us who will be available to check the suitability of the locations. However, in either event, we will not be responsible for damage to, or repair of any utilities or other below grade improvements which are not brought to our attention. If we are engaged to perform this study, we request that you forward to us detailed plans showing the locations of all existing utilities and other below grade improvements of concern in the work area.

This proposal does not include any exploratory or testing work, interpretations or conclusions related to determination of potential chemical, toxic, radioactive, mold or other types of contaminants on the site. Further, our scope of work does not include evaluation of acidic soil conditions or soil/groundwater corrosivity potential.

When hazardous materials are known, assumed or suspected to exist at a site, MTA is required to take appropriate precautions to protect the health and safety of their personnel, to comply with applicable laws and regulations, and to follow procedures that MTA deems prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he has so informed MTA. Client also warrants that he has done his best to inform MTA of such known or suspected hazardous materials' type, quantity and locations.

Hazardous wastes or certain types of hazardous materials may exist at a site where there is no reason to believe they should or could be present. The discovery of unanticipated hazardous conditions constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Discovery of unanticipated hazardous materials may make it necessary for us to take immediate measures to protect human health and safety, and the environment per NJDEP requirements. Client agrees to reimburse MTA for any costs thereby incurred.

We trust the above is in accordance with your understanding of our agreement. If this is not the case, please contact us immediately. As per your verbal authorization, we have commenced work on this project. Please return one signed copy of this agreement for our records.

III. ARCHITECTURAL AND STRUCTURAL

\$25,500.00

John McNally, a registered Architect, and Professional Engineer (Structural) in New Jersey will prepare the structural bid drawings and bid technical specification sections for the Emergency Slab Replacement. It is noted that the documents will be prepared in order to solicit quotes or for public bidding (but not both). It is further noted that floor drains are not required (the slab can slope toward the overhead door) but once provided with truck or floor washing facilities an oil water separator/ sand interceptor is required.

The following items are within this portion of the scope of this project:

- Redoing the slab, lowering it if possible, the full length of the apparatus room slab to the existing kitchen (both over the basement and at the slab on grade).
- New basement stairs.
- All rebar to be epoxy-coated, steel framing if used to be epoxy painted & urethane coated
- First Floor Bathroom/shower demolition and replacement to ADA standards.
- We will coordinate with the MEP professional, MPE, as it relates to the design of the trench drains and oil/water separator. Plans will be coordinated and the general layout will be shown on the architectural plans with reference to the detailed MEP drawings.
- Basement area will not be filled in.
- Coordinate soils investigation results with geotechnical consultant
- Coordinate Survey results by ARH with proposed layout.
- Four meetings with the City.
- Construction cost estimate
- Four sets of bid/proposal documents (additional sets will be billed on actual cost x 1.10)

The following items are not within the scope:

- Front end specifications (Specification sections other than the technical specifications)
- Lead/asbestos abatement
- Evaluation of the second-floor framing or roof framing or supports for future City renovations.
- Any exterior brick or façade work.
- Historical considerations for the project
- MEP related design
- Soliciting bids
- Permit fees

IV. MEP

\$17,500.00

Construction Documents

A set of MEP construction documents will be prepared to undertake the approved MPE scope of work. Our drawings will include demolition and re-construction plans, details, schedules, and specifications sufficient for local plan review / approval, bidding, and construction. We will promptly respond to all comments and questions pertaining to our work. Upon completion of our work, we will deliver (4) four signed /sealed copies of our drawings and an electronic file copy for your use. All discussions of existing conditions and the overall scope of work is noted as follows:

Mechanical

The building heating system consists of a recently installed gas fired steam boiler located in the partial basement area. The boiler is a Weil McLain model LBG.- Series 2 steam unit rated for 520,000 Btuh input with an 80% efficiency output rating of 416,000 Btuh. Based on our preliminary calculation, the heating load for the facility is approximately 225,000 - 280,000 Btuh.

A 12" diameter vent connects to a masonry chimney and extends up through the interior building along the outside wall. A copper piping loop travels in the basement area; along the floor of the apparatus room, up to the second floor, and throughout the facility connecting free standing cast iron radiators.

The current boiler installation relies on the cubic area volume of the basement for combustion air. This combustion air configuration does not meet current code requirements nor the recommendations of the boiler manufacturer. Inadequate combustion air can cause a variety of issues including: dangerous levels of carbon monoxide levels in the building; improper boiler operation; elevated soot production; increased maintenance; and shorten equipment life. A reduction of the basement cubic volume will further compromise compliance with the combustion air requirements and aggravate their negative effects.

The steam piping system routed in the basement, along the floor of the apparatus room and all the associated free standing radiators will need to be removed and re-installed to accommodate the floor replacement scope of work. A pipe sleeve will need to be installed at all floor penetrations. If any portion of the basement is in-filled, steam piping will need to be removed and rerouted to an accessible location.

Plumbing

The water service enters the building in the front west corner of the basement. The water meter is in the basement and is approximately 36" below the apparatus floor.

The facility hot water heater is in the basement. The unit is a 2003, 50-gallon natural gas water heater rated at 30,000 Btuh input. A metal vent is connected to the masonry chimney. This equipment also relies on the basement cubic volume area for combustion air. Cold and hot water piping is installed in the basement, along the floor of the apparatus rooms, and extends through the apparatus room up to the second-floor area. The piping systems will need to be removed and re-installed to accommodate the floor replacement scope of work. A

pipe sleeve will need to be installed at all floor penetrations. If any portion of the basement is in-filled, the affected water service, meter, cold, and hot water piping will need to be removed and rerouted to an accessible location.

The gas service enters the building in western front side of the basement. There is a gas regulator and two utility gas meters located in the basement. Gas piping to the boiler, hot water heater, gear dryer, and kitchen cooking appliance is routed in the basement beneath the apparatus floor. Gas piping extends up through the apparatus room and travels along the ceiling to a dryer and cooking appliances. The gas piping system will need to be removed and re-installed to accommodate the floor replacement scope of work. If any portion of the basement is in-filled, the affected gas service, metering equipment, and piping will need to be removed and rerouted to an accessible location.

Electrical

An overhead electric service is installed at the northern front corner of the building. The service drops on the exterior of the building and enters a main service panel in the apparatus room. This service panel supplies an adjacent sub-panel. It also appears to serve original service panels located in the basement. These panels are in poor and dangerous condition resulting from extended periods in contact with water and/or moisture. Branch feeders and circuits extend from the various electrical panels, some of which are routed in the basement and supported beneath the apparatus floor. These branch feeders and circuits will need to be removed and replaced to accommodate the floor replacement scope of work. The unsafe panels in the basement will need to be replaced. If any portion of the basement is in-filled, the electric equipment, branch feeders, and branch circuits will need to be replaced in an accessible location.

Other Considerations

The apparatus floor replacement will disrupt much of the heating system piping, select free standing cast iron radiators, gas piping, domestic water, and electric branch feeders /circuits. All components supported from the flooring and/or floor structural systems as well as those located in the utility chase will need to be removed, re-installed, and/or replaced to accommodate the floor replacement.

It will be necessary to address the boiler and domestic HW heater combustion air requirements for life safety and code compliance. This would most likely include the installation of combustion air ductwork from the basement thru the apparatus floor and connecting with wall louver(s). The physical dimension of the ductwork will have an impact on existing minimum clear space around the fire-fighting equipment. The wall openings will require the installation of a steel lintel and / or framing. Any reduction in the basement area to accomplish the floor replacement scope of work will have to take into consideration the service clearances requirements for the boiler and HW heater equipment.

In addition to the existing boiler life safety and code compliance issues, it is oversized which compromises the 80 % efficiency rating. An alternative approach to resolve the multitude of boiler issues would be to replace this boiler with a Weil McLain or equal 94% efficiency slim fit commercial wall mounted boiler. The existing boiler could possibly be re-purposed to another facility.

The physical dimensions of the proposed boiler (48" W x 53" H x 19" D) is significantly less than the existing boiler. There are (2) 2" PVC vents for sidewall exhaust and combustion air intake. The boiler and domestic HW heater could be easily incorporated into the apparatus bathroom area that will be reconstructed to accommodate the floor replacement. The piping system removed would be replaced with smaller piping and serve hot water baseboard units and/or hot water unit heaters in place of the cast iron radiators. However, this alternative may not be considered pending the outcome of the previous installer's contract for the recently installed boiler.

Much of the removed heating, gas, and water piping systems would be re-installed in the apparatus room. The routing of the piping would be such not to conflict with the height restraints imposed by the fire-fighting equipment.

The introduction of one or more floor drains or a trench drain into the new apparatus floors triggers the need for a sand/water/oil separator. We suggest that the use of a packaged system incorporating the required separators and an oil overflow compartment. This unit would be located within the building beneath the apparatus floor and discharged to the exposed sanitary sewer main piping in the basement.

The bathroom located within the apparatus room will need to be demolished and reconstructed to accommodate the floor replacement scope of work. This work will include the installation of ventilation, plumbing and electrical elements to service the new bathroom in compliance with current codes and ADA standards.

Instead of replacing the two existing electrical panels in the basement, we would upgrade the existing main service panel in the apparatus room to accommodate the additional branch circuits. All branch circuits removed in the basement will be re-installed in the apparatus room.

V. Construction Administration

\$55,000.00

In coordination with, and as directed by representatives of Jersey City, ARH and the Team will provide the following services:

- ARH and subcontractors will invoice in accordance with their respective hourly rate schedules (attached to this proposal). ARH will add 15% to subcontractor invoices.
- Respond to questions forwarded to us by Jersey City during the bidding process.
- Assist in the evaluation of the bids received and prepare a recommendation of approval.
- Schedule a preconstruction meeting and prepare meeting minutes.
- Provide CA and inspection services as requested by Jersey City. Jersey City staff will be the primarily representative onsite. Inspection time required beyond the contract budget will be billed against a contingency established by Jersey City. No contingency has been allocated in the budget number below.

- Assist Jersey City with payment requisition review
- Punch list preparation
- Final inspection
- Prepare a recommendation for bond release.

Fee Summary

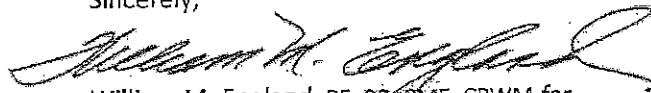
Fees are summarized as follows:

Survey and soils Investigation	\$ 25,500.
Architectural, structural CD's	\$ 25,500.
MEP CD's	\$ 17,500.
Construction Administration (Budget)	<u>\$ 55,000. (Budget)</u>
Total Contract Amount	\$123,500. (Budget)

As you are aware, we are currently working on this project based on verbal authorizations due to the emergency condition. Soil borings were completed April 26-28. Survey crews will be on site shortly. Please provide us with written authorization by signing below so we have a formal record of our direction to proceed.

Should you have any questions or require any additional information, please do not hesitate to contact me at (973) 337-8562.

Sincerely,



William M. England, PE, PP, CME, CPWM for
Adams, Rehmann & Heggan Associates, Inc.

Agreed (Print Name)

Date

Signature

ARH RATE SCHEDULE

Standard Rate Card
Standard Rate Schedule for January 1, 2017 through December 31, 2017
Jersey City Firehouse No. 10
May 2017

The following rate card represents ARH's standard hourly rates. At ARH, we tend to believe the overall cost of the job is the most important barometer. We are proud of our reputation of rarely requiring change orders and going to great lengths to keep costs to our clients down.

Engineering Department Rates:

Staff Designation	Rate	ASCE Grade
Principal/VP	\$150	VIII
Director/Division Engineer/Regional Manager	\$140	VII & Up
Group Manager/Engineering Manager (Senior Client Manager)	\$130	VII
Senior Project Manager/Senior Construction Manager	\$120	VI
Project Manager/Construction Manager	\$110	V
Project Engineer	\$100	IV - With PE
Assistant PM	\$95	IV - No PE
Staff Engineer III/Senior Inspector (NICET III)	\$85	III
Staff Engineer II/Senior Inspector/Engineering Technician III	\$75	III
Staff Engineer I/Inspector	\$65	I & II
Engineering Technician II/Senior Project Clerk	\$65	
Engineering Technician I/Project Clerk	\$50	
Engineering Intern	\$45	

Non-Engineering Department Rates
(Environmental, GIS, Planning & Surveying):

Staff Designation	Rate
Principal	\$150
Department Head/Project Administrator	\$130
Senior Project Manager	\$110
Project Manager	\$95
Associate Project Manager	\$75
Survey Crew (3 person)	\$145
Survey Crew (2 person)	\$125
Survey Crew (1 person)	\$110

The cost of preparing copies, prints, mailings, etc., will be billed as direct costs.

JOHN J. MCNALLY RATE SCHEDULE



John J. McNally - Architecture & Engineering LLC

P.O. Box 1482, Medford, New Jersey 08055 ■ Tel: 609/760-6409 ■ email: johnjmcnally@jjmae.com

**Jersey City Fee Schedule
2017**

Professional Services

Design Related Services.....	\$125.00 hr.
Site & Office Visits (portal to portal)	\$125.00 hr.*

Expenses

Travel Time.....	Included in Site & Office Portal to Portal rate*
Travel Mileage.....	Included in Site & Office Portal to Portal rate*
Travel Expense.....	Included in Site & Office Portal to Portal rate*
Postage, US mail, UPS ground.....	\$10.00
Express Mail up to 2 lbs.....	\$25.00
Drawing Prints	Actual Cost (Staples) +10%

*Portal to Portal travel time is three hours.



MPE CONSULTING & DESIGN LLC
RATE SCHEDULE

MPE Consulting and Design LLC
Certificate of Authorization No. 24GA28225300
1035 N. Black Horse Pike—Suite #3
Williamstown, NJ 08094
p. (856) 875-7001
f. (856) 875-7752

Standard Hourly Billing Rate Schedule

DESCRIPTION

BILLING RATE / HR.

Principal	\$ 150.00
Engineer	\$ 130.00
Project Management	\$ 105.00
Sr. Designer / CAD	\$ 95.00
Designer / CAD	\$ 75.00
Assistants	\$ 65.00
Clerical	\$ 55.00

GENERAL EXPENSES

Testimony, Expert Witness	\$ 300.00 / Hour
Travel	\$ Current IRS Standard Rates
Reproduction, Drawings	\$ 0.30 per SF
Reproduction, specifications	\$ 0.30 per sheet
Other	\$ Direct Cost plus 10%

Note: All rates are on a portal to portal basis.

MELICK-TULLY & ASSOCIATES, P.C.
RATE SCHEDULE

SCHEDULE OF CHARGES AND GENERAL CONDITIONS

SECTION 1: SCHEDULE OF CHARGES

The fees for services provided by Mellick-Tully and Associates, P.C., (MTA) are computed on the following basis:

1.1 HOURLY PERSONNEL CHARGES

Principals.....	\$250.00*	Field Engineers/Geologists.....	\$89.00**
Senior Project Managers.....	\$200.00	Laboratory Director	\$95.00
Project Engineers.....	\$175.00	Laboratory Technicians.....	\$72.00
Staff Engineers/Geologists.....	\$145.00	CADD Operator/Drafting	\$72.00
Senior Field Engineers/Geologists.....	\$99.00**	Word Processing/Reproduction	\$56.00

* A rate of \$370.00/hour will be charged for time spent by a representative of the firm in providing and/or directly preparing to provide testimony for litigation, arbitration, or mediation.

** Unless otherwise specified in MTA's proposal, all field engineering work on Saturday, Sunday and legal holidays, or overtime beyond eight hours on-site on a normal work day, will be charged at 1.5 times the posted rates.

1.2 EQUIPMENT CHARGES

Use of OVA or PID meters to screen for the presence of VOC's will be billed at the rate of \$100/day.

1.3 REIMBURSABLE EXPENSES

Expenses incurred for services, equipment, and facilities not furnished by MTA are charged at cost plus 15 percent. Automobile travel is charged at the authorized Internal Revenue Service rate. Incidental expenses incurred for the benefit of the Client are also reimbursable.

SECTION 2: INVOICES

- 2.1 MTA will submit Invoices monthly and a final bill upon completion of services. Invoices will show charges for personnel and expenses.
- 2.2 Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law, on past due accounts. In the event that the invoice is not paid voluntarily and promptly, and is referred to an attorney or agency for collection, Client agrees to pay a collection fee equal to 25 percent of the total amount due at that time, plus all attorney and collection costs.

SECTION 3: RIGHT OF ENTRY

- 3.1 The Client will provide right of entry for MTA personnel and equipment necessary to complete the work. While MTA will take all reasonable precautions to minimize damage to the property, it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this agreement.

SECTION 4: UTILITIES

- 4.1 In the prosecution of the work, MTA will take reasonable precautions to avoid damage to subterranean structures or utilities. The Client agrees to hold MTA harmless for any damage to subterranean structures or utilities which are not called to MTA's attention and/or not correctly shown on the plans furnished.

SECTION 5: SAMPLES

- 5.1 MTA will retain all soil and rock samples for 60 days. Further storage or transfer of samples can be made at Client's expense upon timely written request.

SECTION 6: OWNERSHIP OF DOCUMENTS

- 6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by MTA as instruments of service, shall remain the property of MTA.
- 6.2 Client agrees that all reports and other work furnished to the Client or his agents, which is not paid for, will be returned upon demand and will not be relied upon or used for any purpose whatsoever.
- 6.3 MTA will retain all pertinent records relating to the services performed for a period of three years following submission of the report, during which period the records will be made available to the Client at reasonable times and costs.
- 6.4 Client agrees that it will not use the reports, plans, drawings, specifications or other documents of whatever type ("Deliverables") provided by MTA for any project other than the Project for which MTA has been retained without its written authority. In the event of any unauthorized use of any such deliverables, Client will indemnify, defend and hold MTA harmless from any and all damages, claims, causes of action or legal proceedings of any type whether for personal injury, property damage or regulatory action regardless of the existence of negligent acts or omissions on the part of MTA or Client, inclusive of any attorneys fees and/or costs.
- 6.5 Neither party to this Agreement shall transfer, sublet or assign any rights or interests in this Agreement without the prior written consent of the other party. Subcontracting to sub-consultants by MTA shall not be considered an assignment for purposes of this Agreement. Moreover, it is understood and agreed that Client will not provide, forward or otherwise share any of MTA's opinions, design or work product to any other successors, assigns, lenders or any other third parties without the prior, express written consent of MTA. MTA has no obligation if such a request is made to agree to same. If Client provides MTA's opinions, design or work product to others, same is at Client's sole risk, and Client will defend and save MTA harmless from any and all claims arising therefrom.

SECTION 7: DISPUTES

- 7.1 In the event that a dispute should arise relating to the performance of the services to be provided under this agreement, and should that dispute result in litigation in which MTA prevails, it is agreed that MTA shall be entitled to recover all reasonable costs incurred as a result of the claim, including staff time, court costs, attorney's fees and other claim-related expenses.

SECTION 8: STANDARD OF CARE

- 8.1 Services performed by MTA under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and location. NO OTHER WARRANTY, EXPRESSED, OR IMPLIED, IS MADE.
- 8.2 MTA will not accept those terms and conditions offered by Client in any purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
- 8.3 Client recognizes that subsurface conditions will vary from those encountered at the locations where borings, surveys, or other explorations are made by MTA and that the data, interpretations, and recommendations of MTA are based solely on the information available to MTA. MTA shall not be responsible for the interpretations or use by others of the information developed.
- 8.4 The Client agrees to defend, indemnify, and hold harmless MTA, its officers, agents, and employees from and against any and all claims, costs, suits, damages, and liabilities, including attorney's fees, which are caused by the acts, errors, omissions, or inaccuracies on documents and information provided to MTA by the client, its agents, contractors, representatives or employees; or arising from any act or negligence of client or any of its employees, agents, contractors, or representatives, or arising by reason of any act of fraud, dishonesty, forgery, embezzlement, wrongful abstraction or willful misapplication by client or its assigns, and from and against costs, counsel fees, expenses, liabilities incurred or arising from any such claim or any action or proceeding brought thereon.
- 8.5 MTA will perform professional services in accordance with customs and practice within the locality and in no instance is to be responsible for methods of performance of the work, superintendence, sequencing of construction, or safety in, on, or about the job site. Client will indemnify, defend and hold MTA harmless from any and all damages, claims, causes of action or legal proceedings of any type whether for personal injury, property damage or regulatory action regardless of the existence of negligent acts or omissions on the part of MTA or Client, inclusive of any attorneys fees and/or costs from the date of demand for indemnification by MTA for any such claim that arises out of the work of any of Client's employees, agents or representatives including but not limited to design professionals, their subconsultants, contractors, subcontractors or vendors.

SECTION 9: USE OF DATA

- 9.1 Unless otherwise specified in our contract, the Client acknowledges that the data developed by MTA is intended for use in design efforts only, and may not be sufficient to prepare an accurate bid or to determine the exact extent of work required during earthwork, foundation installation work, and other site work. The Client agrees to inform the design team and all prospective bidders, or other parties they provide the information to, that the data in our reports should not be relied on to estimate bid quantities, schedules, costs, etc. The Client agrees to require all prospective bidders to perform whatever additional explorations or data gathering they deem necessary to prepare their bids accurately, and will allow sufficient time in the bidding process for prospective contractors to do so. If Client fails to do either, Client releases and gives up all claims against MTA for extra payment related to earthwork, foundation work, and other site work and agrees to indemnify and save harmless MTA from all contractor and other third party claims for extra payment for earthwork, foundation work, and other site work.

SECTION 10: INSURANCE

- 10.1 MTA represents that it and its staff are protected by worker's compensation insurance. Additionally, MTA has such coverage under commercial general liability and property damage coverage as it deems appropriate. Certificates of all such policies shall be provided to Client upon request in writing. To the extent that MTA shall be found to be legally responsible for any injury, harm or property damage to Client, MTA's responsibility for such injury, harm or property damage shall not exceed the total amount of its appropriate liability insurance inclusive of defense costs and expenses in force and effect as of the time that the incident occurs or the time that claim for same is made by Client, depending upon the applicable insurance coverage. MTA shall not be responsible for any loss, damage or liability arising from any negligent acts by the Client, its agents, staff or other consultants employed by it. Client agrees to defend, indemnify and hold harmless MTA, its officers, agents and employees from any claims made by additional insureds requested by the Client or other parties to whom the Client has provided our work product that are not substantiated or exceed the purposes and scope of MTA's responsibilities established in our proposal.

SECTION 11: TERMINATION

- 11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. The Party providing Notice of the termination shall also provide the express grounds of the substantial failure causing the termination. Any Party receiving such Notice of Termination shall be permitted seven days to cure the failure referenced in the Notice. In the event of termination, MTA shall be paid for services performed prior to the termination notice date plus reasonable termination expenses.

SECTION 12: RISK ALLOCATION

- 12.1 Many risks potentially affect MTA by virtue of entering into this Agreement of Consulting Services on behalf of Client. The principal risk is the potential for human error by MTA. For Client to obtain the benefit of a fee which includes a nominal allowance for dealing with MTA's liability, Client agrees to limit MTA's professional liability to Client and to all other parties for claims arising out of MTA's performance of the services described in this Agreement. The aggregate liability of MTA shall not exceed \$25,000 or our professional fees, whichever is more, for negligent professional acts, errors or omissions, and Client agrees to indemnify and save harmless MTA, its shareholders, directors, officers, agents and employees from and against all claims, damages, losses and expenses including costs and counsel fees in excess of monetary limit established above.
- 12.2 The parties also agree that Client shall not seek damages in excess of the limitations indirectly through suits with other parties who may join MTA as a third-party defendant and that they shall not be liable to each other, under any circumstances, for special, indirect, consequential or punitive damages arising out of or related to this Agreement.
- 12.3 Both Client and MTA agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential or punitive damages arising out of or related to this Agreement.

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Adams, Rehmann & Heggan Associates, Inc. (ARH) (name of business entity) has not made any reportable contributions in the ****one-year period preceding** May 10, 2017 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Adams, Rehmann & Heggan Associates, Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

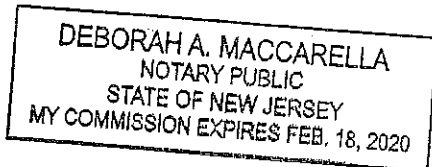
Name of Business Entity: Adams, Rehmann & Heggan Associates, Inc. (ARH)

Signed [Signature] Title: President

Print Name Richard Rehmann Date: 4/26/2017

Subscribed and sworn before me
this 26 day of April, 2017 [Signature] (Affiant)

My Commission expires: Richard Rehmann, President
(Print name & title of affiant) (Corporate Seal)



****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017	Hallanan for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Councilwoman Diane Coleman

****ARH Associates hereby states that no contributions have been made to the above.

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☒ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Chris R. Rehmann, Chairman of the Board	150 Golden Eagle Drive, Hammonton, NJ 08037
Richard Rehmann, President	875 Central Avenue, Hammonton, NJ 08037
Richard A. Heggan, Vice President	9 Moss View Lane, Hammonton, NJ 08037
Robert R. Heggan, Vice President	10 Spruce Drive, Medford, NJ 08055

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Adams, Rehmann & Heggan Associates, Inc.

Signed: [Signature] Title: President
Print Name: Richard Rehmann Date: 4/26/2017

Subscribed and sworn before me this <u>26</u> day of April, 2017.	
<u>[Signature]</u> My Commission expires: <u>2/18/20</u>	<div style="border: 1px solid black; padding: 5px; text-align: center;">DEBORAH A. MACCARELLA NOTARY PUBLIC STATE OF NEW JERSEY MY COMMISSION EXPIRES FEB. 18, 2020</div>
	<u>[Signature]</u> (Affiant) Richard Rehmann, President (Print name & title of affiant) (Corporate Seal)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:		Adams, Rehmann & Heggan Associates, Inc.	
Address:		215 Bellevue Avenue PO Box 579, Hammonton, NJ 08037	
City:	Hammonton	State:	NJ
		Zip:	08037

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Richard Rehmann
Printed Name

President
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]

☒ Check here if the information is continued on subsequent page(s)

**Principals**

Richard Rehmann, GISP
Chris Rehmann, PE, CME, PP, PLS
Richard Heggan, PLS, PP
Robert Heggan, PLS, PP

Jersey City - Project No. 2017-011
Political Contribution Disclosure

DATE	ACCOUNT NAME	AMOUNT
5/26/2016	EFOARM	\$ 500.00
1/4/2017	Thomas for JC-BOED 2016	\$ 2,000.00
2/22/2017	Committee to Elect Sandra B. Cunningham	\$ 500.00

All of these contributions were made by:
Adams, Rehmann & Heggan Associates, Inc.
215 Bellevue Avenue, PO Box 579
Hammonton, NJ 08037

ARH Associates

Corporate Headquarters – 215 Bellevue Avenue – PO Box 579 – Hammonton, NJ 08037 – 609.561.0482 – fax 609.567.8909
Bloomfield Office – 2 Broad Street – Suite 602 – Bloomfield, NJ 07003 – 973.337.8562 – fax 973.337.8876

www.arh-us.com

Certificate of Authorization

State of New Jersey

Division of Consumer Affairs
State Board of Professional Engineers and Land Surveyors

THIS CERTIFIES THAT

ADAMS, REHMANN & HEGGAN ASSOC. INC.

215 Bellevue Ave

PBX 579

Hammononton NJ 08037

Has met the requirements of the State Board of Professional Engineers and Land Surveyors and is hereby issued a

CERTIFICATE OF AUTHORIZATION

to offer the following services

Engineering & Land Surveying

Person in Responsible Charge

CHRIS R REHMANN

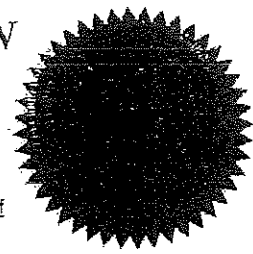
For the names of other Responsible Charge Licensees, go to: <http://www.njconsumeraffairs.com/pels/certropt.pdf>

Date: September 7, 2016

Certificate No. 24GA27973300

Expiration Date: 08/31/2018

Joanne Leone
Executive Director



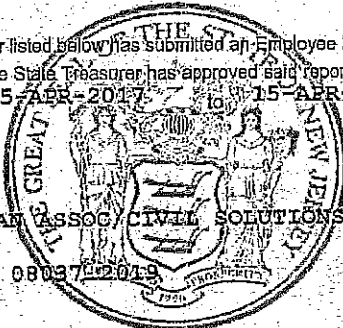
Certificate of Employee Information Report

Certification 4250

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-APR-2017 to 15-APR-2020

ADAMS, REHMANN & HEGGAN ASSOC. CIVIL SOLUTIONS
215 BELLEVUE AVE.
HAMMONTON
NJ 08037-2019



Ford M. Scudder
FORD M. SCUDDER
State Treasurer

Certificate of Good Standing

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
SHORT FORM STANDING**

ADAMS, REHMANN AND HEGGAN ASSOCIATES, INC.

1098217500

With the Previous or Alternate Name

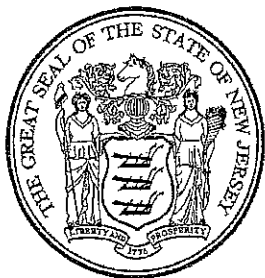
CIVIL SOLUTIONS (Alternate Name)

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Profit Corporation was registered by this office on July 9, 1974.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and registered office are:

*Chris R Rehmann
850 South White Horse Pike
Hammonton, NJ 08037 0000*



Certification# 118471150

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed my
Official Seal at Trenton, this
15th day of October, 2010*

A handwritten signature in dark ink, appearing to read "Andrew P. Sidamon-Eristoff".

*Andrew P Sidamon-Eristoff
State Treasurer*

Verify this certificate at
https://www1.state.nj.us/TYTR_StandingCert/ISP/Verify_Cert.jsp

Small Business Entity (SBE) Certificate



State of New Jersey

CHRIS CHRISTIE
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026

KIM GUADAGNO
Lt. Governor

TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ROBERT A. ROMANO
Acting State Treasurer

APPROVED

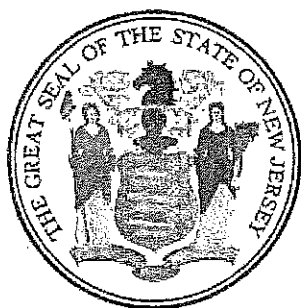
under the

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges The ADAMS, REHMANN & HEGGAN ASSOC., INC. as a Category 6 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.1

This registration will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the registration will lapse and the business will be removed from the SAVI that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this registration.



Peter Lowicki

Peter Lowicki
Deputy Director

Issued: 8/5/2015
Certification Number: A0032-31

Expiration: 8/5/2018

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c33, as amended by P.L. 2016, c43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Adams, Rehmann & Heggan Associates, Inc. (ARH)

Organization Address: 215 Bellevue Avenue PO Box 579, Hammonton, NJ 08037

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Chris R. Rehmann, Chairman of the Board	150 Golden Eagle Drive, Hammonton, NJ 08037
Richard Rehmann, President	875 Central Avenue, Hammonton, NJ 08037
Richard A. Heggan, Vice President	9 Moss View Lane, Hammonton, NJ 08037
Robert R. Heggan, Vice President	10 Spruce Drive, Medford, NJ 08055

Part III

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publically traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
N/A	

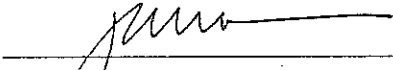
Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

[illegible]

Part IV CERTIFICATION

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the City of Jersey City is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Jersey City to notify the City of Jersey City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation of this certification, and if I do so, I am subject to criminal prosecution under law and that it will constitute a material breach of my agreement(s) with the, permitting the City of Jersey City to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Richard Rehmann	Title:	President
Signature:		Date:	4/26/2017

SIGNATURE: 
TITLE: President

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 26th of April OF 20 17

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

Richard A. Rehmann
NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 2020

DEBORAH A. MACCARELLA
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES FEB. 18, 2020

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

Ownership Disclosure**OWNERSHIP DISCLOSURE****Adams, Rehmann & Heggan Associates, Inc.**

Name	Home Address	Office	% Ownership	Date of Birth
Chris R. Rehmann	150 Golden Eagle Drive Hammonton, NJ 08037	Chairman of the Board	20%	06/22/1940
Richard S. Rehmann	875 Central Avenue Hammonton, NJ 08037	President	55%	12/31/1969
Richard A. Heggan	9 Moss View Lane Hammonton, NJ 08037	Vice President	15%	09/06/1946
Robert R. Heggan	10 Spruce Drive Medford, NJ 08055	Vice President	10%	05/02/1941

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements for Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan
Supvg. Administrative Analyst, Public Agency Compliance Officer
Office of Tax Abatement & Compliance
13 Linden Avenue East
Jersey City NJ 07305
Tel. #201-547- 4538
E-mail Address: abuanj@jcnj.org

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Richard Rehmann, President

Representative's Signature: 

Name of Company: Adams, Rehmann & Heggan Associates, Inc. (ARH)

Tel. No.: 609-561-0482

Date: 4/26/2017

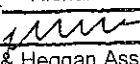
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the President of ARH Associates, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): Richard Rehmann, President
Representative's Signature: 
Name of Company: Adams, Rehmann & Heggan Associates, Inc. (ARH)
Tel. No.: 609-561-0482 Date: 4/26/2017

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Adams, Rehmann & Heggan Associates, Inc. (ARH)
Address : 215 Bellevue Avenue PO Box 579, Hammonton, NJ 08037
Telephone No. : 609-561-0482
Contact Name : Richard Rehmann, President

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Adams, Rehmann & Heggan Associates, Inc. (ARH)

Address: 215 Bellevue Avenue PO Box 579, Hammonton, NJ 08037

Telephone No. : 609-561-0482

Contact Name: Richard Rehmann, President

Please check applicable category:

<input type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input type="checkbox"/> Woman Owned business (WBE)	<input checked="" type="checkbox"/> Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.


Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

Administrative Forms

Certificate of Business Registration

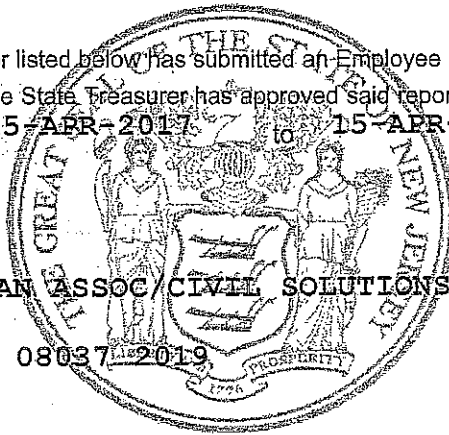
STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 280 TRENTON, NJ 08646-0280
TAXPAYER NAME: ADAMS, REIMANN AND HEGGAN ASSOCIATES, IN	TRADE NAME: CIVIL SOLUTIONS	
ADDRESS: 215 BELLEVUE AVE. PMB 570 HAMMONTON, NJ 08037-2018	SEQUENCE NUMBER: 00000001	
EFFECTIVE DATE: 07/01/16	ISSUANCE DATE: 10/04/16	
 John J. Gargano New Jersey Secretary of Revenue		

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-APR-2017** to **15-APR-2020**

ADAMS, REHMANN & HEGGAN ASSOC/CIVIL SOLUTIONS
215 BELLEVUE AVE.
HAMMONTON

NJ 08037182019



Ford M. Scudder

FORD M. SCUDDER
State Treasurer

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-449

Agenda No. 10.N

Approved: MAY 24 2017

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND JERSEY CITY SUPERVISORS ASSOCIATION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION :

WHEREAS, a tentative agreement has been entered into after bargaining sessions by and between the City of Jersey City and the Jersey City Supervisors Association; and

WHEREAS, it is the desire of the Municipal Council of the City of Jersey City to approve the attached Memorandum of Agreement covering the contractual term from January 1, 2015 through December 31, 2018; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Memorandum of Agreement attached hereto, entered into by and between the City of Jersey City and Jersey City Supervisors Association, is hereby approved and the Mayor or Business Administrator is hereby authorized to sign a formal labor contract on behalf of the City of Jersey City in accordance with the attached Memorandum of Agreement .

RJK
5/17/17

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.24.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

449

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE
THE CITY OF JERSEY CITY AND THE JERSEY CITY SUPERVISORS ASSOCIATION**

Project Manager

Department/Division	Administration	
Name/Title	Bob Kakoleski	Business Administrator
Phone/email	201-547-5147	rjkakoleski@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Seeking approval on a new four (4) year contract with the Jersey City Supervisor's Association

Wages:

1/1/15 - \$1,400

1/1/16 - \$1,400

1/1/17 - \$1,800

1/1/18 - \$1,850

Cost (Identify all sources and amounts)

--

Contract term (include all proposed renewals)

January 1, 2015 - December 31, 2018

Type of award

N/A

If "Other Exception", enter type

--

Additional Information

Benefit Changes:

3 tier prescription program: \$5 generic/\$25 Preferred Brand/\$35 Non-Preferred Brand

ER Co-Pay: \$50 (was \$25)

Out of Network: 70% Fair Health Reimbursement Schedule (was 80%)

Out Network Deductible: \$250 single/\$500 employee – dependent or family...was \$100/\$250

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

MEMORANDUM OF AGREEMENT

-between-

JERSEY CITY SUPERVISORS' ASSOCIATION ("JCSA")

-and-

CITY OF JERSEY CITY ("Jersey City")

Jersey City and JCSA (collectively "Parties") hereby agree to the following terms and conditions of employment for a successor collective negotiations agreement ("Agreement").

This Memorandum of Agreement ("MOA") is subject to ratification by the membership of JCSA and final approval of Jersey City's Municipal Council. The amendments set forth in this MOA shall be effective upon ratification by the membership of JCSA and final approval of Jersey City's Municipal Council.

The MOA adopts the current labor contract between the Parties for the period July 1, 2011 through December 31, 2014, subject to the amendments set forth herein. The provisions of the current labor contract are changed only to the extent indicated herein and remain otherwise unchanged and in full force and effect until changed.

This MOA is also subject to all laws and regulations of the State of New Jersey, including, but not limited to, the Employer-Employee Relations Act and the New Jersey Civil Service Act as well as the regulations promulgated pursuant to these Acts.

A. Article 1/Recognition.

1. Supervising Clerk/Clerk 4 shall be added to Appendix A.
2. Insert the following clause between the first and third sentences in Section C: "Any employee hired or promoted into any and all titles specified in Section B (above) will automatically become eligible members of JCSA and these titles shall be governed by this Agreement."

B. Article 3/Incentive System. Replace the word "Union" with "Union President or designee"

C. Article 5/Retirement and Terminal Leave.

1. Add "unused compensatory time" to the first sentence of Section B.

2. Insert the following clause between the first and third sentences of Section B: "All unused compensatory time shall be reported to the Payroll Department when it is accrued."
 3. Amend Section G to include the following sentence: "The estate of an employee hired on or after 7/1/13, shall be paid up to a maximum of \$15,000, for unused vacation, sick , personal, compensatory and any other contractual days earned, provided that at the time of death the employee was an active employee with Jersey City."
- D. Article 6/Non-Discrimination. Add the following clause to Article 6: "Jersey City agrees not to enter into any other agreements or contracts with JCSA members, as defined in Article 1 of this Agreement, individually or collectively, which in any way conflict with the terms and conditions of this Agreement."
- E. Article 8/Personal Days. Replace "one (1) year of service" with "six (6) months of service" in Section B.
- F. Article 9/Management Rights. Replace "one (1) days' notice" to "2 days notice" in the First Sentence of Section C.
- G. Article 10/Bereavement Leave. Add the following clause to Section B: "Unless, for reasons where the deceased relative cannot be interned, cremated, entombed, etc., within the four (4) consecutive days following their passing, the Employee can exercise the consecutive four (4) day period at any time up to thirty (30) days after the relative's passing."
- H. Article 13/Dues, Check Off, Representation Fee. The Parties agree to meet within 3 months of the date that Jersey City implements its new Human Resources software system to address the following issues: (1) electronic transfer of union dues into a designated JCSA bank account and (2) the compilation of lists and information regarding JCSA membership, including promotional, transfers, demotions, retirements, etc. of JCSA members.
- I. Article 14/Work Hours and Overtime.
1. Replace Section C(3) with the following language: "Employees who work during a State of Emergency covering the City of Jersey City, as declared by the Governor of New Jersey, will received double pay for all hours worked during the State of Emergency."
 2. Add the following clause to Section C(4): "Employee who are recalled or called-in for non-emergency work (e.g., trainings, seminars) shall received 150% pay for all

hours worked during the recall regardless of whether the 40 hour threshold has been met.”

3. Replace “Overtime” with “All overtime” in Section C(6).

J. Article 16/Health and Safety.

1. Add the following language to Section C: “If, at any time, there is an infestation at any worksite at which JCSA membership are assigned, such that that worksite is deemed unsafe, Jersey City shall provide the effected JCSA members with a safe alternate worksite. If no such safe alternate worksite is available, the effected JCSA members shall not report to work and shall suffer no loss in pay until: (a) a safe alternate worksite is made available; or (b) the original worksite is made safe. During any period of non-reporting due to infestation, the effected JCSA members shall be available by phone and e-mail and shall, at Jersey City’s discretion, work from home during their normal hours, if determined to be feasible. Should a JCSA member transport any infestation to their residence, Jersey City shall supply or arrange, at no cost to the Employee, for extermination of the infestation from the residence.
2. Replace “seventy-five dollars per year” with “one hundred dollars per year in Section F.
3. Add the following clause to Section F: “Jersey City has no obligation, other than as set forth above, for cleaning and maintenance of uniforms. Only clothing articles, including shoes or boots, provided by Jersey City will be considered a mandated part of a uniform. The City shall replace any part(s) of a uniform that becomes non-wearable or non-functioning. If Jersey City cannot immediately provide the Employee with a replacement article and the Employee does not have any other of the same articles available, the Employee does not have to wear that article of the uniform, pending provision of the replacement article by Jersey City.”

K. Article 17/Seniority. Replace Section A with the following language: “For all Employees in JCSA on the date that this Successor Agreement becomes effective, seniority shall be defined as the Employee’s total length of service with Jersey City, beginning with their date of hire. For Employees that become JCSA members after the date that this Successor Agreement becomes effective, seniority shall be defined as the Employee’s total length of service in a supervisory title with Jersey City.

L. Article 20/Non-Contractual Grievance Procedure. Replace all references to “days” with “business days”

M. Article 21/ Contractual Grievance Procedure.

1. Replace all references to “days” with “business days”
2. Replace Section C(3)(b) with the following language: “No arbitration hearing shall be scheduled sooner than 21 days after the decision of the Business Administrator at Step Two. In the event that the aggrieved elects to pursue Civil Service Commission remedies, the arbitration request shall be deemed withdrawn and the outcome the Civil Service Commission proceeding, including any appeals, shall be binding on the Parties.”
3. Replace Section C(3)(b) with the following language: “The Arbitrator’s decision shall be final and binding on all parties and shall become effective as soon as practical under the circumstances. If either party exercises their right to appeal the Arbitrator’s decision to the Superior Court, the Arbitrator’s decision shall be stayed pending resolution of any such appeals.”

N. Article 23/Sick Leave.

1. Replace “two hundred dollars (\$200.00)” with “two hundred fifty dollars (\$250.00)” for attendance bonus in Section F.
2. Replace Section G with the following language: “JCSA and Jersey City shall maintain the practice of the JCSA disability pool that become effective on or about January 1, 2007. The Parties acknowledge that the current practice and procedures is the same as Jersey City maintains for its management employees. Upon notification to Payroll, new JCSA members shall immediately begin having days deducted from their bank of accrued sick days. Employees shall be eligible to use the JCSA disability pool upon becoming a member of JCSA provided that they have contributed sick days to the disability pool. No later than July 1st of each year, Jersey City shall report to JCSA the following information: (a) total number of days currently in the disability pool; (b) JCSA members owing days to the disability pool, including the number of days owed by each JCSA member; and (c) the number of disability pool days utilized by each JCSA member during the prior twelve months.”

- O. Article 25/Out-of-Title Work. Replace Section B with the following language: “Where an employee is assigned to perform the duties of a higher classified position, that employee shall be considered in an ‘out-of-title’ capacity and shall receive an additional \$10.00 dollars for each full day of such ‘out-of-title’ service.”

P. Article 26 (Insurance, Health and Welfare).

1. ER Co-Pays: The co-pay for Emergency Room visits shall be increased to \$50, unless the employee is admitted to the hospital, in which case the co-pay shall be waived.
2. Out-of-Network Deductibles and Reimbursements: The employee shall meet the following deductibles prior to reimbursement for any out-of-network medical services: (1) \$250 annually for individuals and (2) \$500 annually for spouses, parent/child, family or any other non-individual plan. Once the above out-of-network deductible(s) are met, reimbursements for out-of-network services shall be made at 70% of the usual, customary, and reasonable charges based on the FAIR Health rate schedule.
3. Prescription Medications: The co-pays for prescription medications shall be a three-tier program: (1) Generic - \$5; (2) Preferred Brand - \$25; (3) Non-Preferred Brand - \$35 and shall only include medications on National Preferred Formulary Program list. It is mandatory the employee shall accept, when available, the generic version of a prescription medication. Prescription coverage does not include compound medication unless, upon appeal exercised by the employee, it is determined that the compound prescription is medically necessary and there is no other alternative prescription.

Q. Article 27 (Wages/Salary Increases):

1. 2015 – \$1,400 (retroactive to January 1, 2015)
2016 – \$1,400 (retroactive to January 1, 2016)
2017 – \$1,800 (retroactive to January 1, 2017)
2018 – \$1,850 (effective January 1, 2018)

R. Articles 32 (Supervising Public Safety Telecommunicators) and 33 (Supervising Fire & Ambulance Dispatchers):

1. Paragraph 32(L) and Article 33 shall be deleted in their entirety due to the merger of the Communications Center.
2. Change Title of Article 32 to “Public Safety Civilian Supervisors Working Rotating Shift Schedules”
3. Amend Paragraph A to read as follows: “For purposes of this Article, ‘Employees’ are those supervisors who work a rotating shift schedule within the Department of Public Safety (i.e., Supervising Public Safety Telecommunicators, Supervising Security Systems Operators and Supervising Fire and Ambulance Dispatchers).”

4. Add the following language to Paragraph B: "All Employees under this Article are considered Essential Personnel. Essential Personnel who work during a State of Emergency covering the City of Jersey City, as declared by the Governor of New Jersey, will receive double pay of all hours worked during the State of Emergency."
 5. Change Title of Paragraph E to "Mutual Swaps & Tour Exchanges" and replace current language with the following: "Mutual Swaps are limited to twelve (12) per year and must be reimbursed within one (1) month of the swap. The Director of Communications must approve all Mutual Swaps, upon three (3) days notice, including the date that the Mutual Swap will be paid back. Tour exchanges can be used, at the option of the Employee, in lieu of overtime for another day off. Use of the repayment days shall be scheduled by mutual agreement of the Employee and Management."
 6. Replace current language in Paragraph H with the following: "Personal days may be used before or after the day of a Holiday, Vacation, etc. Compensatory days, however, cannot be used before or after the day of a Holiday, Vacation, etc. and must be used within twelve (12) months of the date earned. Employees must also provide 24 hours notice prior to use of a compensatory day, which must be approved by the Director of Communications."
 7. Replace reference to "April 15th" with "May 1st" in Section I.
 8. Add the following sentence to Section I: "Any vacation request submitted after May 1st or in excess of to (2) weeks will be given fair consideration."
 9. Add Section M with the following language: "Seniority. Tour pick will be determined on an annual basis, on or about January 1st, and priority shall be given to Employees in order of seniority. For purposes of seniority under this Article, seniority will be based on time serving in a supervisory titled within the Department of Public Safety. Permanent Supervisors will have priority over Provisional Supervisor in tour assignments."
- S. Article 33 (New Article for Parking Enforcement Supervisors).
1. Article 33 (formerly Supervising Fire & Ambulance Dispatchers) shall be reestablished to address Parking Enforcement Supervisors ("PE Supervisors").
 2. Essential Personnel: "PE Supervisors, except those assigned to the Permit Division, are considered Essential Personnel. PE Supervisors, who are considered Essential Personnel, and work during a State of Emergency covering the City of Jersey City, as declared by the Governor of New Jersey will receive double pay of all hours worked during the State of Emergency."

3. Work Hours/Schedule:

- (a) PE Supervisors shall work a 40 hour week with a one hour lunch and two 15 minute breaks.
 - (b) PE Supervisors shall work staggered shifts depending on their supervisory responsibilities. These shifts will run between 5:00 AM and 11:30 PM.
 - (c) PE Supervisors assigned to street sweeping shall work 4 ten hour shifts per week (Monday, Tuesday, Thursday & Friday; off Wednesday) from 5:30 AM to 3:30 PM. All lunch and break periods shall be adjusted accordingly.
 - (d) PE Supervisors may be scheduled Monday to Saturday; with Sunday and one other day off each week. Saturday assignments shall be made on a rotating basis.
 - (e) PE Supervisors vacation, sick and personal time earned/used shall be based on hours worked, not days worked (e.g., street sweeping supervisors who takes a ½ day off will be charged 5 hours, not 4 hours).
4. Personal Days: PE Supervisors may not take consecutive personal days but may take personal days before/after holiday, sick day, or vacation day.
5. Vacations: PE Supervisors summer vacation requests (June 15th to September 15th) shall be submitted by May 1st and will be approved based on seniority. PE Supervisors shall be limited to two (2) weeks of summer vacation time (June 15th to September 30th) provided that they have accrued sufficient vacation days. Any vacation request submitted after May 1st or in excess of to (2) weeks will be given fair consideration.
6. Call-In/Out Procedures: PE Supervisors taking a sick or personal day shall be required to call in at least two (2) hours prior to the start of their shift. PE Supervisors taking a single use vacation day shall be required to call in at least 48 hours prior to the start of their shift.
7. Notification: PE Supervisors shall supply the Director of the Parking Enforcement Division with a valid working telephone number and address. PE Supervisors are required to report, in writing, any arrest, or summons issued in lieu of an arrest, upon reporting for work the day following the incident. This requirement shall not apply to motor vehicle offenses, but does apply to DUI/DWI offense.
8. Seniority: Seniority shall be used for scheduling of hours, scheduling of overtime and approval of time off. If a PE Supervisor was hired on or about January 1,

2015, their seniority date will be the date of enrollment in the Public Employees' Retirement System ("PERS"). For all other PE Supervisors, their seniority date will be the date of their membership in JCSA.

9. Uniforms/Maintenance:

(a) PE Supervisors shall be provided with equipment and articles of clothing as follows:

- (i) Enforcement Division: 4 Black Pants, Grey Shirt (button down) both long sleeve and short sleeve (4 of each), Black Tie for long sleeve shirt, Belt, Name Embroidered on Shirt on right side, Badge Number embroidered on the left side, Baseball Cap, Badges, Badge Holder, Blouer Jacket, Yellow Safety Vest, Yellow Rain Jacket, Boots.
- (ii) Operations Division: 4 BDU type Pants, 4 Grey T-Shirts with JCPE on Back and name and Operations Division on the front (for summer), 4 Grey Sweatshirts (same as above for winter), Belt, 6 way yellow jacket, Baseball Cap, Boots.

(b) PE Supervisors shall be provided with \$100 annually for maintenance and cleaning of articles of clothing.

(c) When any of above clothing articles are destroyed or damaged beyond repair while in the performance of workplace duties and related activities, they will be replaced with a new article.

(d) The Parties shall also devise a system whereby PE Supervisors may have their equipment inspected to determine whether the equipment needs to be replaced or is no longer serviceable.

(e) The City or its supplier will maintain an inventory of various sizes of clothing and equipment to ensure that Parking Enforcement Employees will be able to have damaged articles quickly replaced.

T. ARTICLE 34/NEW ARTICLE TO ADDRESS DPW SUPERVISORS

- 1. Holidays: DPW Supervisors required to work on a holiday (as defined by Article 15) shall receive double pay for all hours worked, regardless of whether the forty (40) hour threshold is reached.
- 2. Essential Personnel: DPW Supervisors assigned to the Department of Public Works and in the following divisions shall be considered Essential Personnel: (a)

Neighborhood Improvement; (b) Parks & Forestry; (c) Buildings & Streets; (d) Sanitation; and (e) Automotive.

3. For purposes of this Article, DPW Supervisors in the above referenced divisions are considered "DPW Field Supervisors".
4. Boots: DPW Field Supervisors shall receive a work boot allowance of up to \$100 annually provided that proof of payment is submitted to the DPW Director. These DPW Field Supervisors shall wear their work boots at all times while in the field.
5. Uniforms: DPW Field Supervisors shall receive the following uniform articles: (a) 4 shirts; (b) 4 pants and (c) 1 winter jacket and must wear these uniforms at all times while in the field. Jersey City shall be responsible for cleaning and maintenance of these uniforms. If Jersey City, at its option, ceases to clean and maintain said uniforms, DPW Field Supervisors shall be entitled to \$100 annually for cleaning and maintenance, which shall be pro-rated for any partial year. When any of above uniform articles becomes destroyed or damaged beyond repair, while in the performance of workplace duties and related activities, they will be replaced with a new article.
6. Work Hours/Schedule:
 - (a) DPW Supervisors shall work a 40 hour week with a one hour lunch and two 15 minute breaks.
 - (b) DPW Supervisors shall work staggered shifts depending on their supervisory responsibilities. These shifts will run between 5:00 AM and 11:30 PM.
 - (c) DPW Supervisors assigned to street sweeping shall work 4 ten hour shifts per week (Monday, Tuesday, Thursday & Friday; off Wednesday) from 5:30 AM to 3:30 PM. All lunch and break periods shall be adjusted accordingly.
 - (d) DPW Supervisors may be scheduled Monday to Saturday; with Sunday and one other day off each week.
 - (e) DPW Supervisors vacation, sick and personal time earned/used shall be based on hours worked, not days worked (e.g., street sweeping supervisors who takes a 1/2 day off will be charged 5 hours, not 4 hours).

U. Article 35 (Old Article 34)/Miscellaneous.

1. Replace "Department of Personnel" with "Department of Human Resources" in Section G.

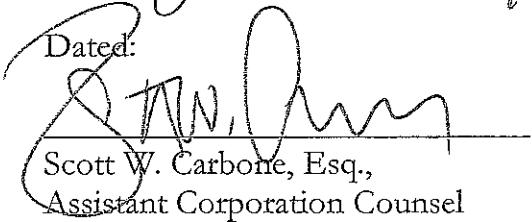
2. Eliminate Section I in its entirety.
 3. Add new Section as follows: "Jersey City will comply with the provisions of N.J.S.A. 40A:11-4.5(c) with respect to competitive bidding for any services currently being provided by JCSA members."
 4. Essential Personnel, as indentified in this Agreement, are considered critical to the continuation of operations and services in the event of a suspension of normal operations for any reason. Essential Personnel shall be required to perform such services, notwithstanding their normal work schedule, that are determined by their Department Director to be critical to the functioning of Jersey City. Essential Personnel will be notified via phone by the Department Director of their activation and they must report to work when notified or as soon as feasible after notification. Essential Personnel must remain on duty as directed in order to ensure the uninterrupted delivery of services, unless directed or permitted to do otherwise by their Department Director.
- V. Article 36 (Old Article 35)/Term and Renewal: The term of the new Agreement shall be from January 1, 2014 to December 31, 2018. Bargaining for a Successor Agreement shall commence on or about October 1, 2018.

SO AGREED:

FOR JERSEY CITY:


Robert J. Kakoleski,
Business Administrator

Dated:


Scott W. Carbone, Esq.,
Assistant Corporation Counsel

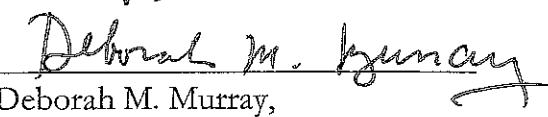
Dated:

4/26/17

FOR JCSA:


Patrice Lambert,
President

Dated: 4-20-17


Deborah M. Murray,
Vice President

Dated:

4-20-17

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-450

Agenda No. 10.0

Approved: MAY 24 2017

TITLE:

Resolution Honoring Joao D'Souza On the occasion of his retirement



Council as a whole offered and moved adoption of the following resolution:

WHEREAS, Joao D'Souza made his way to United States from Goa, District of India, in 1982 to attend Oklahoma State University. Joao received his Masters Degree in Transportation in 1990 from the New Jersey Institute of Technology; and

WHEREAS, upon graduation, Joao began working for the City of Jersey City on August 4, 1987 as an Assistant Engineer in the Division of Traffic and Transportation and was promoted to Director in 1996; and

WHEREAS, Joao has been happily married to Enid D'Souza and they have 3 beautiful children named Nicholas, Ian & Levina; and

WHEREAS, Joao has been responsible for all issues pertaining to traffic and pedestrian safety throughout Jersey City during the past 30 years; and

WHEREAS, under his administration improvements to traffic signals, along with new signalized intersections have made Jersey City a safer place to live including, but not limited to Garfield Avenue, Communipaw Avenue, Summit Avenue, Baldwin Avenue, Monticello Avenue, Sip Avenue, Martin Luther King Drive, etc.; and

WHEREAS, Joao has ultimately implemented speed humps to add to the safety of Jersey City people; and

WHEREAS, Joao has worked very closely with New Jersey Transit, Turnpike Authority, Hudson Bergen Light Rail and DOT in the implementation and/or upgrade of traffic signals throughout Jersey City; and

WHEREAS, Joao D'Souza has announced his intention to retire, after dedicating to the Jersey City community 30 years of service, as of April 28th, 2017; and

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby wish Joao many years of health and happiness on his retirement thanking him for his dedicated service to the community of the City of Jersey City.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.24.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-451
Agenda No. 10.P
Approved: MAY 24 2017
TITLE:



A Resolution Honoring

Vivian T. McRae

On the Occasion of Her Retirement, for 27 Years of Service to the City of Jersey City

COUNCIL AS A WHOLE Offered and Moved for Adoption the Following Resolution:

WHEREAS, Vivian T. McRae has worked for the City of Jersey City for the last twenty-seven years, starting in 1990 under the administration of Mayor Gerry McCann where she worked in as a Secretary within the Department of Affordable Housing, now known as the Department of Housing Economic Development and Commerce; and,

WHEREAS, in 1997, Vivian T. McRae tested for and received the position of Loan Advisor, and immediately began assisting Jersey City residents with housing assistance, training and professional support, and helped Jersey City residents become homeowners under the Golden Neighborhood First Time Homebuyers Program (GNHP). Vivian T. McRae served under the title of Loan Advisor until her retirement on April 1, 2017; and,

WHEREAS, throughout the twenty-seven years of dedicated service with the City of Jersey City, Vivian T. McRae had the pleasure of working with former Division Directors Anne Marie Ubbeing, Darice Toon, and Carmen Gandulla; and,

WHEREAS, Vivian T. McRae is most known for her jovial and outgoing spirit, wearing holiday costumes on special occasions, and spreading good cheer every day all year long. A travel aficionado, Vivian T. McRae famously has stated, "A vacation wasn't a vacation if I'm not leaving Jersey City!" and,

WHEREAS, Vivian T. McRae, in addition to being a dedicated employee, is a devoted mother, grandmother and great-grandmother, a Nurse at her church and an invaluable member of the Jersey City community;

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey City does hereby thank Vivian T. McRae for twenty-seven years of dedicated service to the City of Jersey City, and wishes her many years of active retirement in the company of those lucky enough to call themselves her family and friends.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.24.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-452

Agenda No. 10-Q

Approved: MAY 24 2017

TITLE:



Honoring

James J. Miller, Sr.

On the Occasion of His Retirement

COUNCIL AS A WHOLE Offered and Moved for Adoption the Following Resolution:

WHEREAS, James J. Miller, Sr. holds a Bachelor of Science from Saint Peter's College, a Master of Arts from Seton Hall University, and additional graduate business credits and certificates from courses at Michigan State University, New York University, the University of Michigan, the University of Wisconsin, and Ohio State University; and,

WHEREAS, for the last 66 years, James J. Miller, Sr. has been a member of Liberty Savings Federal Credit Union, and over the course of his tenure with the Credit Union has served in numerous volunteer and staff positions, including that of President and Chief Executive Officer for the last 30 years; and,

WHEREAS, in addition to his service with Liberty Savings Federal Credit Union, James J. Miller, Sr. has also served as Director of the Bureau of Instructional Technology for the New Jersey State Department of Education; and,

WHEREAS, James J. Miller, Sr. is also an active member of his community, he has been involved with organizations including the Hudson County Chamber of Commerce, the Northern New Jersey Council, the Rotary Club of Jersey City, and has been given the Silver Beaver Award by the Boy Scouts of America for outstanding service to Scouting; and,

WHEREAS, those who have worked alongside James J. Miller, Sr. over his many years of service to Liberty Savings Federal Credit Union are celebrating the conclusion of his 30 years as President on May 6th, 2017 by throwing him a retirement party to show their gratitude and wish him all the best in the next chapter of his life;

NOW, THEREFORE, BE IT RESOLVED THAT the Members of the Jersey City Municipal Council join with the Members and Leadership of Liberty Savings Federal Credit Union in thanking James J. Miller, Sr. for his many years of service, and wish him a long and happy retirement.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐

Not Required ☐

APPROVED

9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.24.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-453
Agenda No. 10.R
Approved: MAY 24 2017
TITLE:



Congratulating PAFCOM on the Occasion of their

27th Annual Friendship Night And Coronation Ball

COUNCIL AS A WHOLE Offered and Moved for Adoption the Following Resolution:

WHEREAS, the Philippine American Friendship Committee, or **PAFCOM**, is a nonprofit dedicated to serving the Filipino American community in Jersey City and surrounding municipalities; and,

WHEREAS, one of the important functions of **PAFCOM** is to reach out to its members and connect them with essential local government services, specifically those focused on Health and Senior Affairs; and,

WHEREAS, additionally, **PAFCOM** works throughout the year to promote and celebrate Filipino culture through events and outreach to the Fil-Am community in northern New Jersey; and,

WHEREAS, every year since 1990, **PAFCOM** has hosted a **Friendship Night and Coronation Ball** to inaugurate seven "muses" and to showcase and celebrate Filipino culture; and,

WHEREAS, the 2017 PAFCOM muses are Mrs. PAFCOM **Angie Dogillo Haboc**; Miss PAFCOM **Jessica Lynn Soriano**; Miss Teen PAFCOM **Claramae Calvar Oliveira**; Miss Liberty **Kayla Marie Avanzado**; Mutya ng Silangan **Joy Rodriguez**; Binibining Pilipinas **Samantha Evangelista Damito**; and Little Miss PAFCOM **Victoria Ortega**;

NOW THEREFORE BE IT RESOLVED, that all the Members of the Municipal Council of the City of Jersey City hereby congratulate **PAFCOM** on the occasion of their **27th Annual Friendship Night and Coronation Ball**.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.24.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando B. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-454

Agenda No. 10-S

Approved: MAY 24 2017

TITLE:



Designating May 21st - May 27th, 2017 as Emergency Medical Services Week

Council as a whole offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City with a population of over one quarter of a million people, rely on Emergency Medical Services in times of medical crisis; and

WHEREAS, emergency medical services are a vital public service not only in our Jersey City community, but around the county and around the world. Emergency Service Workers are lifesavers wherever they go bringing their skills to total strangers in far off locations, seven days a week, twenty four hours a day; and

WHEREAS, it has been medically proved that what happens in the moments after a medical emergency will define the outcome. Our EMS workers set the standard for response time and professionalism; and

WHEREAS, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesavings skills so that they may better serve their community; and

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week from May 21st through May 27th, 2017 with a celebratory Flag Raising Ceremony.

APPROVED: [Signature]

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.24.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-455

Agenda No. 10.T

Approved: MAY 24 2017

TITLE:



Commending

Hector Santiago

For Acts of Heroism and Bravery

COUNCIL AS A WHOLE Offered and moved for adoption the following resolution:

WHEREAS, on Tuesday, April 25, 2017, **Hector Santiago** entered the Wells Fargo Bank located on Hudson Street, near Montgomery Street and Exchange Place; and

WHEREAS, Hector Santiago witnessed a man wearing a gas mask, holding a large duffel bag and wielding a large metal rod approach a teller's desk and demand money; and

WHEREAS, Hector Santiago saw the man climb onto the teller's counter raising the large rod in the direction of the teller as he yelled at her to give him all of her money; and

WHEREAS Hector Santiago, a Security Guard at PS 23 and father of five, immediately ran up to the man, grabbing him from behind and wrestled him to the ground; and

WHEREAS, as a bank employee called the Police, Hector Santiago held the man down until the Police arrived; and

WHEREAS, the consensus among the staff at Wells Fargo Bank, the Jersey City Fraternal Order of Police, and **Hector Santiago's** family, friends, colleagues, and other first responders is that he is a hero who should be proud of his courage, quick thinking, and bravery;

NOW, THEREFORE, BE IT RESOLVED, by the Members of the Jersey City Municipal Council that **Hector Santiago** is hereby recognized and commended for his heroic and selfless actions on the 25th of April in the year 2017.

APPROVED: [Signature]

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.24.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-456
Agenda No. 10.U
Approved: MAY 24 2017
TITLE:



RESOLUTION AMENDING RESOLUTION AWARDED PROFESSIONAL SERVICES AGREEMENTS TO THE LAW FIRM OF PALUMBO RENAUD & DEAPPOLONIO LLC TO REPRESENT POLICE OFFICER NATHANIEL MONTANEZ IN THE MATTER OF MICHAEL AND CARVISSA WHEELER V. JERSEY CITY POLICE DEPARTMENT, ET ALS.

COUNCIL

of the following resolution:

offered and moved adoption

WHEREAS, on December 19, 2012, the Municipal Council adopted Resolution 12-901 which authorized a professional services agreement with the law firm of Palumbo & Renaud in the amount of \$75,000 to represent Police Officer Nathaniel Montanez in the matter of Michael and Carvissa Wheeler v. Jersey City Police Department, et als., and

WHEREAS, Resolution 14.104, approved February 11, 2014, reauthorized the professional services contract until February 11, 2015 without an increase in the contract amount; and

WHEREAS, Resolution 15.175, approved March 11, 2015 reauthorized the contract until March 11, 2016 with no additional funds; and

WHEREAS, Resolution 16.486, approved on July 13, 2016 reauthorized the contract for another twelve months until July 13, 2017 with no additional funds; and

WHEREAS, an incorrect account number was listed on these resolutions and no funds were encumbered; and

WHEREAS, \$34,327 of the total contract amount of \$75,000 was paid to Palumbo Renaud & DeAppolonio LLC;

WHEREAS, funds in the amount of \$10,000 are available in the 2017 fiscal year temporary budget in account 17-01-201-23-210-312 and the remaining funds will be made available in the 2017 fiscal year permanent budget.


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

1. This resolution amends resolution 12-901, 14.104, 15.175 and 16.486 to include the correct account number and to enable the encumbering of funds needed to pay for the remainder of the contract.
2. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of this contract after the expenditure of funds encumbered in the 2017 calendar year temporary budget shall be subject to the appropriation of sufficient funds in 2017 calendar year permanent budget.

I hereby certify that there are sufficient funds available in Account No. **17-01-201-23-210-312**, for payment of this resolution. Temporary Encumbrance \$10,000. P.O. #125211

Donna Mauer, Chief Financial Officer

TITLE:

APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required ☐

Not Required ☐

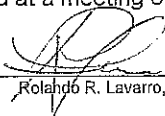
APPROVED 9-0

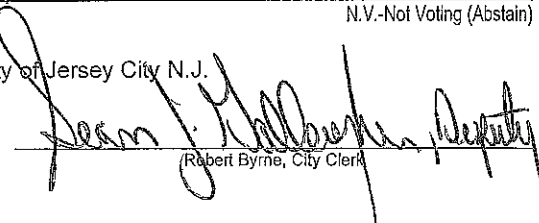
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.24.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AMENDING RESOLUTION AWARDED PROFESSIONAL SERVICES AGREEMENTS TO THE LAW FIRM OF PALUMBO RENAUD & DEAPPOLONIO LLC TO REPRESENT POLICE OFFICER NATHANIEL MONTANEZ IN THE MATTER OF MICHAEL AND CARVISSA WHEELER V. JERSEY CITY POLICE DEPARTMENT, ET ALS.

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To correct the account number and encumber funds.

I certify that all the facts presented herein are accurate.


Signature of Department Director

5.18.17
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-457

Agenda No. 10.V

Approved: MAY 24 2017

TITLE:



RESOLUTION AUTHORIZING THE PURCHASING AGENT TO SELL VARIOUS IMPOUNDED MOTOR VEHICLES AT PUBLIC AUCTION

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, the City of Jersey City ("City") acquired title to various motor vehicles which were impounded and these vehicles have salvage value; and

WHEREAS, N.J.S.A. 40A:11-36 authorizes the sale of municipal personal property not needed for public use by public sale; and

WHEREAS, the Purchasing Agent desires to sell these motor vehicles by conducting a public auction; and

WHEREAS, the City will transfer title to all vehicles that remain unsold at the conclusion of the public auction to the impound operator.

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Purchasing Agent is hereby authorized to sell the City's various motor vehicles to the highest bidder subject to the terms and conditions set forth herein:

1. The City is offering to sell eight four (84) motor vehicles.
2. The successful bidder shall be required to pick up the motor vehicles at the City's Department of Public Works facility using its own equipment and laborers at no cost to the City. Pick up may be done on Monday through Friday between 9:00 a.m. and 3:00 p.m. Pick up must be done no later than 5 business days after the sale.
3. The successful bidder shall be required to pay its full bid amount at the conclusion of the bidding for each vehicle and bulk item. The form of payment is either by a company check or cash. No personal checks will be accepted.
4. The motor vehicles will be sold at a public auction conducted by the Purchasing Agent on a regular business day at a time, date, and place to be determined by the Purchasing Agent. This date must be within 60 days of the passage of this resolution. If bids are not received within 60 days, this resolution shall be deemed null and void.
5. Vehicles will be auctioned individually. Before the auction starts, all bidders will be advised that they may submit a sealed bid for the purchase of all the vehicles (bulk bid). At the end of the auction, the will City calculate the total individual sales amount versus the bulk bid amount. If the bulk bid amount is greater than the total individual sales amount, then the bulk bidder purchases all of the vehicles.
6. The vehicles are sold "AS IS" and the City does not guarantee the condition of the vehicles and bulk items. All sales are final. No returns and no exchanges.
7. A notice of the date, time, and place for the acceptance of bids and a description of the items to be auctioned shall be advertised in a newspaper circulating in the municipality not less than 7 nor more than 14 days before the date of the sale.
8. The City reserves the right in protection of the best interests of the City to waive any technical error, to reject any bid or any part thereof for any reason whatsoever.

(Continued on page 2)

City Clerk File No. Res. 17-457Agenda No. 10.V MAY 24 2017

**TITLE: RESOLUTION AUTHORIZING THE PURCHASING AGENT TO
SELL VARIOUS IMPOUNDED MOTOR VEHICLES AT PUBLIC
AUCTION**

9. The City reserves the right to be exercised by the Purchasing Agent after opening all bids received to either accept the highest bid or reject all bids.

10. A list of the motor vehicles to be sold is as follows:

	<u>Year</u>	<u>Make</u>	<u>Type</u>	<u>VIN#</u>	<u>Minimum Bid</u>
1	2007	GMC	TILT CAB	1GDJ7F1B67F423073	\$ 76,313.00
2	1993	LEX	4DR	JT8UF11E8P0153024	\$ 17,291.40
3	1998	PON	4DR	1G2NE52T4WC751609	\$ 17,066.70
4	2002	FOR	4DR	1FMZU73E12UB06105	\$ 27,741.80
5	1999	TOY	4DR	4T1BG22K8XU597878	\$ 13,792.50
6	1997	NIS	4DR	JN1CA21D7VM501462	\$ 13,471.50
7	2001	HYU	4DR	KM8SB82B41U010942	\$ 13,343.10
8	2004	CAD	4DR	1G6DM57N940141887	\$ 13,022.10
9	2002	CHR	4DR	3C8FY68B32T340758	\$ 12,829.50
10	2002	DOD	VAN	2B4GP44302R733838	\$ 12,765.30
11	2000	HON	4DR	JHMEJ6675YS008927	\$ 12,348.00
12	1998	MB	4DR	WDBJF65F3WA699192	\$ 11,962.80
13	1995	TOY	4DR	JT2SK12E7S0279105	\$ 11,320.80
14	1997	ACU	2DR	19UYA2251VL000262	\$ 11,288.70
15	2002	NIS	4DR	JN1DA31D62T451343	\$ 11,288.70
16	1995	HON	4DR	1HGCD5558SA050307	\$ 11,288.70
17	1999	SAT	4DR	1G8ZK5274XZ122093	\$ 11,256.60
18	2000	CHE	4DR	1G1JF5243Y7287331	\$ 11,224.50
19	1997	FOR	2DR	1FTDX18W1VNB93278	\$ 22,284.80
20	2000	ACU	4DR	JH4DB7652YS000278	\$ 11,064.00
21	1997	FORD	2DR	1FALP42X4VF106696	\$ 11,064.00
22	2001	BMW	4DR	WBADT43411GF58592	\$ 11,064.00
23	1999	ISU	SUV	4S2CK58W3X4317503	\$ 11,064.00
24	1999	CAD	4DR	W06VR52RXXR020557	\$ 11,031.90
25	1999	FOR	BUS	1FBSS31L7XHB34534	\$ 21,642.80
26	1995	HON	4DR	1HGCD5631SA011846	\$ 10,743.00
27	2003	DOD	VAN	2D7HB11XX3K509293	\$ 21,321.80
28	2000	ACU	4DR	19UUA5662YA054270	\$ 10,678.80
29	2002	NIS	4DR	JN1DA31A52T000524	\$ 10,582.50
30	2001	NIS	4DR	4N2ZN15TX1D817873	\$ 10,550.40
31	1997	HON	2DR	2HGEJ6449VH118989	\$ 10,518.30
32	2002	NIS	4DR	1N4BL11D62C143582	\$ 10,422.00
33	1996	CAD	4DR	1G6KD52Y3TU254279	\$ 10,389.90
34	1997	MER	4DR	1MELM50U5VA602426	\$ 10,325.70
35	1998	TOYOTA	4DR	4T1BF22K8WU053396	\$ 10,293.60
36	2000	CHR	4DR	1C4GP54L9YB686745	\$ 10,261.50
37	1990	FOR	VAN	1FTJE34H5LHA50907	\$ 20,294.60
38	1999	HON	VAN	2HKRL1864XH529784	\$ 10,197.30
39	1997	CHR	4DR	1C4GP55R9VB372236	\$ 10,133.10
40	1996	HON	4DR	2HGEJ8640TH554314	\$ 10,133.10
41	1996	TOY	4DR	2T1BB02E1TC176545	\$ 10,133.10
42	2007	CHE	4DR	2G1WD58C979323210	\$ 10,133.10
43	2001	INF	4DR	JNKCA31A01T036935	\$ 10,101.00
44	2004	CHE	4DR		
45	1998	DOD	4DR	1B4HS28Z4WF213449	\$ 19,973.60

City Clerk File No. Res. 17-457Agenda No. 10.V

MAY 24 2017

**TITLE: RESOLUTION AUTHORIZING THE PURCHASING AGENT TO
SELL VARIOUS IMPOUNDED MOTOR VEHICLES AT PUBLIC
AUCTION**

	Year	Make	Type	VIN#	Minimum Bid
46	1995	HON	4DR	1HGCD5630SA135557	\$ 10,036.80
47	2002	ACU	4DR	JH4DC54832C035606	\$ 10,004.70
48	1997	BUI	4DR	2G4WB52K9V1439849	\$ 10,004.70
49	2000	OLD	4DR	1G3WS52H0YF351536	\$ 9,972.60
50	2002	VW	4DR	3VWSK69M32M083707	\$ 9,972.60
51	1995	TOY	4DR	4T1SK12E2SU891840	\$ 9,195.90
52	1998	LIN	4DR	5LMPU28L0WLJ45018	\$ 19,774.20
53	2003	CHE	2DR	2G1WX12K739399759	\$ 9,780.00
54	2003	CHE	2DR	2G1WX12K039124668	\$ 9,747.90
55	1997	CHE	4DR	1GNDT13W4V2178804	\$ 9,715.80
56	2000	CAD	4DR	W06VR54R9YR087486	\$ 9,651.60
57	2001	NISS	4DR	3N1CB51D91L483713	\$ 9,651.60
58	1989	CHE	WIN	1GBKP37WIK3325343	\$ 32,122.00
59	2005	DOD	4DR	1B3ES56C25D225116	\$ 9,619.50
60	2003	LIN	4DR	1LNHM82W73Y654065	\$ 9,587.40
61	1993	ACU	4DR	JH4KA7676PC028671	\$ 9,555.00
62	2003	MER	4DR	1MEHM55S53G603390	\$ 9,491.10
63	2001	TOY	2DR	2T1CG22P11C487506	\$ 9,491.10
64	2002	MIT	4DR	4A3AC44G72E063965	\$ 9,426.90
65	2002	FOR	VAN	1FTNE24L62HB56572	\$ 18,753.80
66	2001	LIN	SUV	5LMFU28A81LJ08091	\$ 18,561.20
67	1998	CAD	4DR	1G6KY549XWU914574	\$ 9,330.60
68	2003	FOR	4-DR	1FAFP55U53G193410	\$ 9,298.50
69	2001	BUICK	SEDAN 4-DR	1G4CU541614195450	\$ 9,234.30
70	1995	ISU	4DR	4S2CM58V5S4368513	\$ 9,234.30
71	1999	TOY	4DR	4T1BG22K0XU471157	\$ 9,202.20
72	1996	SUZ	MOTO	JS1NP41A2T2100474	\$ 9,202.20
73	2001	CAD	4DR	1G6KD54Y51U254035	\$ 9,170.10
74	1999	FOR	2DR	1FTYR10C5XTA92143	\$ 9,138.00
75	2002	BMW	4DR	WBAEV334X2KL66091	\$ 9,105.90
76	2000	PON	4DR	1GMDU03E1YD319582	\$ 9,073.80
77	1995	LEX	4DR	JT8GK13T3S0106142	\$ 9,073.80
78	1998	VW	2DR	3VWBB61C1WM033896	\$ 8,977.50
79	1994	ACU	2DR	JH4DC4457RS046186	\$ 8,977.50
80	1995	SAA	2DR	YS3DD75B7S7023061	\$ 8,881.20
81	2001	BUI	4DR	1G4HP54K014270746	\$ 8,907.00
82	1998	NIS	4DR	JN1CA21D0WT602480	\$ 8,752.80
83	1997	GEO	4DR	1Y1SK5261VZ404134	\$ 8,720.70
84	1995	CHE	2DR	2G1FP22S0S2172135	\$ 8,431.80

APPROVED: [Signature] PS.

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
PS /sb
May 19, 2017
Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.24.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavaro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE PURCHASING AGENT TO SELL VARIOUS IMPOUNDED MOTOR VEHICLES AT PUBLIC AUCTION.

Project Manager

Department/Division	DPW	Automotive Maintenance
Name/Title	Hector Ortiz	Asst. DPW Director
Phone/email	201-547-4400	ortizh@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

- ✦ The City of Jersey City ("City") acquired title to various motor vehicles which were impounded and these vehicles have salvage value.
- ✦ N.J.S.A. 40A:11-36 authorizes the sale of municipal personal property not needed for public use by public sale.
- ✦ The Purchasing Agent desires to sell these motor vehicles by conducting a public auction.
- ✦ The City will transfer title to all vehicles that remain unsold at the conclusion of the public auction to the impound operator.
- ✦ The City is offering to sell eighty four (84) motor vehicles.

Cost (Identify all sources and amounts)

--

Contract term (include all proposed renewals)

--

Type of award

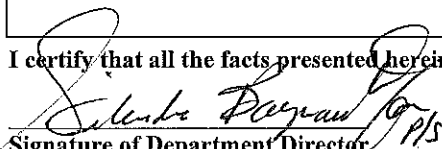
Auction Resolution

If "Other Exception", enter type
Additional Information

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I certify that all the facts presented herein are accurate.

 05/19/12
Signature of Department Director Date

Signature of Purchasing Director

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-458

Agenda No. 10.W

Approved: MAY 24 2017

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S),
FINK WAY (FKA: PERSHING PLAZA) BEGINNING 5:00 P.M. AND ENDING
9:00 P.M., FRIDAY, JUNE 2, 2017 AT THE REQUEST OF THE JERSEY CITY
RESERVOIR ALLIANCE FOR THE PURPOSE OF JC FRIDAYS AT THE
RESERVOIR**

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the JC Reservoir Alliance to close Fink Way (FKA: Pershing Plaza) beginning 5:00 p.m. and ending 9:00 p.m. on Friday, June 2, 2017 for the purpose of a JC Fridays at the Reservoir; and

WHEREAS, in accordance with the provisions of Section 296-71, 296-72, and Chapter 122, Section 122-9 a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72, 296-73 and Chapter 122, Section 122-8 be waived; and

WHEREAS, the request to close Fink Way (FKA: Pershing Plaza) does not meet one or more of the requirements set forth in Section 296-71(A)(B)(C)(D) and 296-73(D) and Chapter 122, Section 122-8(A) as the application for the street closing has been filed by a nonresident and it is being held on a weekday; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-73 and Chapter 122, Section 122-8 be waived.

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Fink Way (FKA: Pershing Plaza) beginning 5:00 p.m. and ending 9:00 p.m. on Friday, June 2, 2017.

APPROVED: Jose R. Cunha
FOR Director of Traffic & Transportation

APPROVED: Jose R. Cunha
Municipal Engineer
APPROVED: [Signature]
Business Administrator

JDS:pcl
(05.19.17)

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.24.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RECREATIONAL EVENT STREET CLOSURE

BLOCK: Fink Way

PURPOSE OF EVENT: JC Fridays at the Reservoir

BEGINS: 5PM ENDS: 9PM

Friday, June 2, 2017

APPLICANT: Vincent McNamara

ORGANIZATION: JC Reservoir Alliance

ADDRESS: 131 Sherman Ave, Jersey City NJ

PHONE #: 201.656.2076

BEING WAIVED: Day of week, nonresident

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), FINK WAY (FKA: PERSHING PLAZA) BEGINNING 5:00 P.M. AND ENDING 9:00 P.M., FRIDAY, JUNE 2, 2017 AT THE REQUEST OF THE JERSEY CITY RESERVOIR ALLIANCE FOR THE PURPOSE OF JC FRIDAYS AT THE RESERVOIR

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Vincent P. McNamara on behalf of the Jersey City Reservoir Alliance, 131 Sherman Avenue, J.C.N.J. 07307 201.656.2076	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

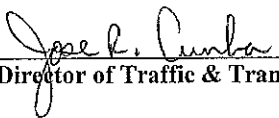
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

AUTHORIZING THE CLOSING OF FINK WAY (FKA: PERSHING PLAZA) BEGINNING 5:00 P.M. AND ENDING 9:00 P.M., FRIDAY, JUNE 2, 2017 FOR THE PURPOSE OF JC FRIDAYS AT THE RESERVOIR

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

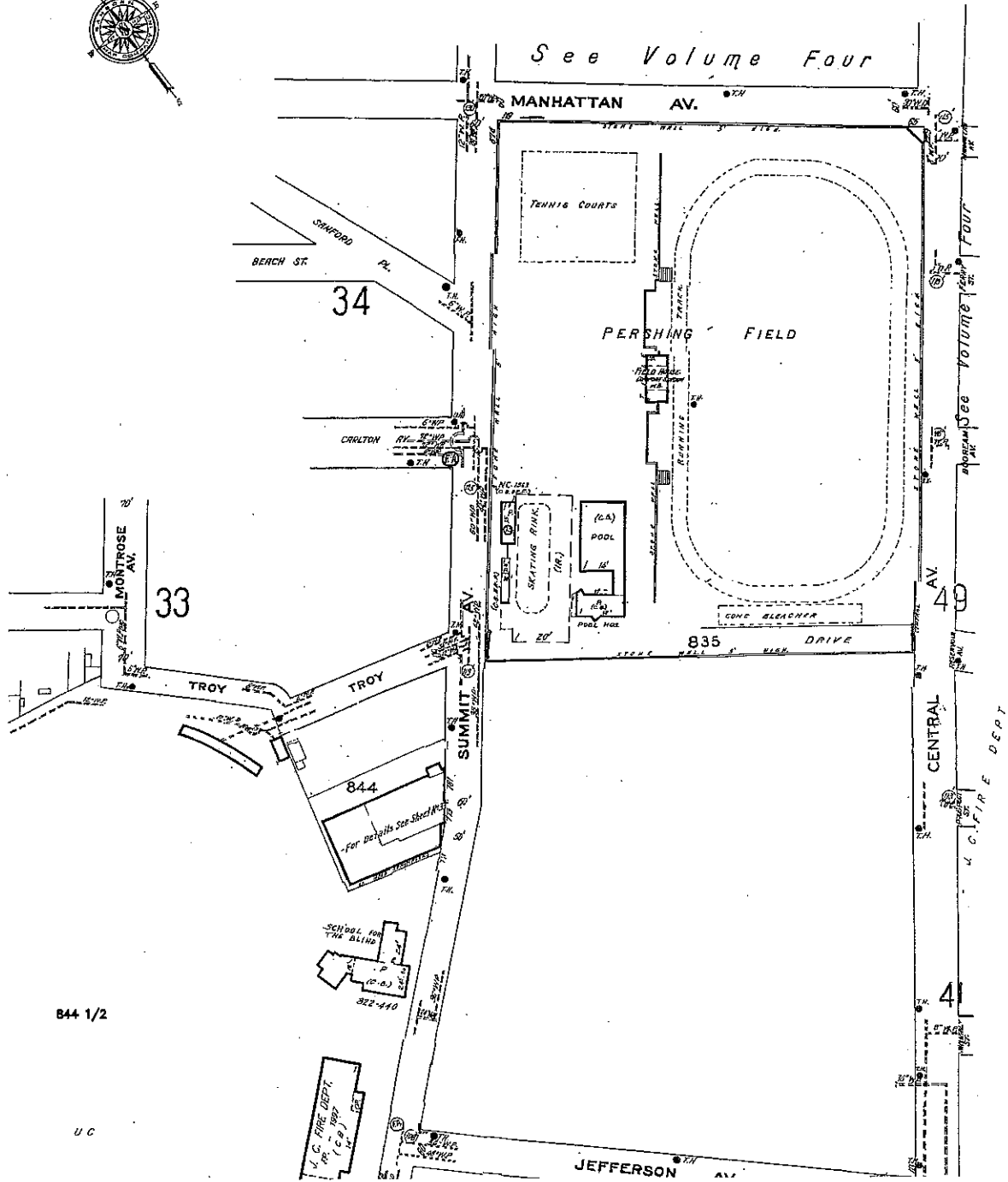
I certify that all the facts presented herein are accurate.


for **Director of Traffic & Transportation**

Department Director

5/22/17
Date

Date





Steven M. Fulop
Mayor

CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215
Jersey City, NJ 07302
(201)547-6921 culturalaffairs@jcnj.org

ART, MUSIC, FILM, DANCE, HERITAGE, #JERSEYCITY

SPECIAL EVENT APPLICATION

Signature Page - Multiple Districts



Elizabeth Cain
Director

EVENT NAME: JCFRIDAYS AT THE RESERVIOR EVENT DATE: JUNE 2, 2017
EVENT LOCATION: PERSHING PLAZA WAY

OFFICE OF CULTURAL AFFAIRS REVIEWER

Initials of CA Reviewer: Cultural Affairs Event Planner
Date: 5/12/2017

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

☐ Approved ☐ Coordinate On-Duty Personnel Signature of District Commander: _____
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

☒ Approved ☒ Coordinate On-Duty Personnel Signature of District Commander: H. E. Franks
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: _____ Date: 5/17/2017

JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

☐ Approved ☐ Coordinate On-Duty Personnel Signature of District Commander: _____
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

☐ Approved ☐ Coordinate On-Duty Personnel Signature of District Commander: _____
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

☒ Approved ☐ Coordinate On-Duty Personnel Signature of Police Chief: Deputy Chief Joseph Connors
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: _____ Date: 5/17/2017

JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

☒ Acknowledged Date: 5/17/2017 Signature of Off Duty Coordinator: Thomas Mahoney

JERSEY CITY FIRE DEPARTMENT

☒ Approved: No Open Flame ☐ Additional Permits Required Signature of Fire Official: Dennis Nuber
☐ NOT Approved ☐ Fire Inspector Required Comments: _____ Date: 5/17/2017

JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

☒ Approved ☐ Coordinate On-Duty Personnel Signature of Police Director: Bill O'Donnell
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: _____ Date: 5/19/2017

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

☐ Acknowledged ☒ Pending Council Approval Signature of Traffic Engineer: Monte Baker
☐ Not Applicable ☐ Need Completed Signature Page Comments: _____ Date: 5/19/2017

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

☐ No Food will be Sold ☐ Vendor List Required Signature of Health Officer: _____
☐ Food will be Sold ☐ Health Inspector Required Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF RECREATION

☐ Stage Request: Approved Signature of Stage Coordinator: _____
☐ Stage: NOT Approved Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF SANITATION

☐ Approved ☐ Requiring additional form Signature of Sanitation Director: _____
☐ NOT Approved ☐ Additional fee will apply Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF PARKS & FORESTRY

☐ Request for use of Park: Approved Signature of Parks Director: _____
☐ Request for use of Park: NOT Approved Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF BUILDING & STREETS

☐ Request for Additional Barricades: Approved Signature of Building & Streets Director: _____
☐ Request for Additional Barricades: NOT Approved Comments: _____ Date: _____

JERSEY CITY DIVISION OF RISK MANAGEMENT

☐ COI is Approved ☒ Waiver request is Approved Signature of Risk Manager: Matthew Hogan
☐ COI is NOT Approved ☐ Waiver request is NOT Approved Comments: _____ Date: 5/17/2017

JERSEY CITY DIVISION OF COMMERCE

☐ Approved Date: _____ Signature of Division of Commerce Director: _____



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

Municipal Services Complex
13-15 Linden Avenue East | Jersey City, NJ 07305
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: May 19, 2017

TO: Jeremy Farrell, Corporation Counsel
Robert Kakolessi, Business Administrator
Robert Byrne, City Clerk
James Shea, Director, Department of Public Safety
Councilman Boggiano, Ward C

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

SUBJECT: **PROPOSED STREET CLOSING RESOLUTION**

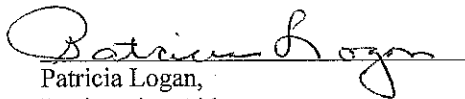
Attached for your review, is a Resolution proposed by this Division, (for Municipal Council approval), authorizing the closing of the following street:

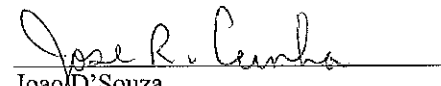
- Fink Way (FKA: Pershing Plaza) beginning 5:00 p.m. and ending 9:00 p.m., Friday, June 2, 2017.

The street closing was requested by Vincent P. McNamara on behalf of the Jersey City Reservoir Alliance for the purpose of JC Reservoir Alliance.

Councilman Boggiano has been made aware of the street closing via Email as well. (Copy attached) It is anticipated this Resolution will be listed as a late item on the Agenda for the May 24, 2017 Municipal Council Meeting.

Feel free to contact Monte Zucker at Monte@jcnj.org or 201.547.4469 if you have any questions or concerns.


Patricia Logan,
Engineering Aide


FOR Joao D'Souza,
Director of Traffic & Transportation

C: Andrew Vischio, P.E., Assistant Traffic Engineer
Jose R. Cunha, P.E., C.M.E., C.P.W.M., C.R.P., Municipal Engineer
Mark Albiez, Chief of Staff
Philip Zacche, Police Chief
Edgar Martinez, Captain, North District
Steven McGill, Interim Fire Chief
Mary Spinello-Paretti, Business Manager, Parking Enforcement Division, Division of Public Safety
Council President Rolando Lavarro, Jr. Councilwoman Watterman Councilman Rivera
Councilman Gajewski Councilman Gadsden Councilman Yun
Councilwoman Osborne Councilman Robinson

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-459

Agenda No. 10.X

Approved: MAY 24 2017

TITLE:



Resolution Honoring Doctor Amer Syed For his heroic efforts in saving a woman's life

Council as a whole offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City is proud to recognize the accomplishments of **Doctor Amer Syed**. **Doctor Amer Syed** is the Program Director and Vice Chair of Academic Affairs at the Jersey City Medical Center – Barnabas Health, the Chief Medical Officer/ Police Surgeon for North Bergen Township, and the Chief Operating Officer of Alpine Medical Group; and

WHEREAS, in April 2017, on a flight home from Los Angeles, **Doctor Amer Syed**, heroically stepped in to assist a fellow passenger and saved her life. The 24 year old woman's blood pressure had dropped and her body temperature had decreased. **Doctor Amer Syed** stabilized her with fluids, and was prepared to fully stabilize her with surgery if necessary. The plane was able to land in time, and **Doctor Amer Syed** carried the woman off of the plane, with the assistance of the crew, and she was taken to Beth Israel Hospital in Newark, New Jersey for full stabilization and recovery; and

WHEREAS, the City of Jersey City is strengthened by the will of its residents and commends those who are willing to go to great lengths to care for and protect their fellow man; and

WHEREAS, the citizens of Jersey City appreciate the dedication of **Doctor Amer Syed** and his commitment to making the City of Jersey City a safer city. **Doctor Amer Syed** is an exemplary member of the community.

NOW, THEREFORE, BE IT RESOLVED THAT, the Municipal Council of the City of Jersey City, does hereby thank and honor **Doctor Amer Syed** recognition of this great accomplishment and generous nature.

APPROVED: [Signature]

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.24.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. RES. 17-460

Agenda No. 10.Y.

Approved: MAY 24 2017



TITLE: RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTY KNOWN AS 272 FORREST STREET, BLOCK 21301, LOT 31

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, in 1996 Jude and Constance Emelumba (owners) acquired the property located at 272 Forrest Street, Block 21301, Lot 31 (Property); and

WHEREAS, to finance the acquisition of the Property, the owners received a loan from a bank, which was secured by a first mortgage; and

WHEREAS, on December 22, 1995 the owners also received \$45,000.00 in HOME funds; and

WHEREAS, the City funds were secured by a Second Mortgage, which was recorded with the Hudson County Register's Office on April 19, 1996 in Book 5880, Page 261; and

WHEREAS, the affordability restrictions in the HOME mortgage were for a twenty (20) year period; and

WHEREAS, the owners now desire to refinance their mortgage with the bank in order to receive a lower interest rate; and

WHEREAS, the Property recently appraised for \$300,000.00; and

WHEREAS, the City's Second Mortgage dated December 22, 1995, in the amount of \$45,000.00, will remain in second lien position; and

WHEREAS, the City has reviewed the request to subordinate its mortgage to the loan of Intercontinental Capital Group, Inc., and recommends that the City agree to the subordination as the value of the property supports the amount of the new loan and the City's mortgage; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute a mortgage subordination agreement, in a form to be approved by the Corporation Counsel, subordinating the City's lien affecting the Property known as 272 Forrest Street, Block 21301, Lot 31 to the interests of a new first mortgage with Intercontinental Capital Group, Inc., in the amount of \$137,551.00.

JML
5/22/17

APPROVED: [Signature]

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Roberto R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution Authorizing The Execution of a Mortgage Subordination Agreement Affecting The Property Known As 272 Forrest Street A.K.A. Block 21301, Lot 31.

Initiator

Department/Division	HEDC	Community Development
Name/Title	Rodney Hairston	Real Estate Officer
Phone/email	201-547-4793	Hairstonr@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

It is necessary for the City to subordinate its mortgage to a new first mortgage for the owners of 272 Forrest Street.

I certify that all the facts presented herein are accurate.



Signature of Department Director

Date

Memorandum

To: James LaBianca
From: Rodney Hairston, Real Estate Officer
Date: April 26, 2017
Re: Request For Resolution To Subordinate Mortgage

I. Homeowner(s)

Name(s) Jude C. Emelumba
Address 272 Forrest Street Jersey City, NJ 07304
Block: 21301 **Lot:** 31

II. Existing Mortgage(s)

A) First Time Homebuyer Mortgage: \$45,000 Dated: 12/22/1995
B) Original Purchase Price: \$84,000 Original Closing Date: 3/15/1996
C) Present Mortgage Company: Wells Fargo

III. New Mortgage

A) Company Name: Intercontinental Capital Group, Inc.
Address: 50 Jericho Quadrangle Suite 210, Jericho, NY 11753
B) Requested Refinance Amount: \$ 137,551
C) Appraisal: \$ 300,000

IV. Title Company

Company Name: Quick Close Services, Inc.
Send Documents To??
Address: 401 Route 70 East, Suite 210, Cherry Hill, NJ 08034
Attn: Jackie Kirk
Fax: 609-784-7840

V. Reason For Subordination:

Lower interest rate and cash out

Required Documents: Title Report, Purpose of Loan, DETAILS OF THE REFINANCING; Current & New Monthly payments & Interest Rates, Appraisal Report & Good Faith Estimate, Proof that Current mortgage is up to date.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-461
Agenda No. 10.Z
Approved: MAY 24 2017



TITLE: **RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE REGARDING THE PROPERTY LOCATED AT 1209 SUMMIT AVENUE, UNIT # 412, A/K/A BLOCK 897, LOT 10**

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, in, 2010 Antoinette Gonzalez purchased condominium unit # 412 at the property located at 1209 Summit Avenue, a/k/a Block 897, Lot 10 (Property); and

WHEREAS, the Property received a municipal subsidy of \$83,333, which was secured by a mortgage and note and recorded against the Property with the County Register's Office; and

WHEREAS, the City's municipal subsidy was subject generally to the applicable guidelines under the CHOICE Program, which is administered by the New Jersey Housing Mortgage and Finance Agency; and

WHEREAS, the terms of the mortgage provide that after five (5) years the seller does not have to repay the subsidy as long as the new owner assumes occupancy within 60 days of the closing and continuously occupies the Property for one year thereafter; and

WHEREAS, the City's mortgage further provides that if the new owner fails to meet the conditions of occupancy the recipient of the subsidy, Ms. Gonzalez, must be responsible to repay 25% of the net proceeds from the sale after deducting allowable expenses, which the City has calculated as \$30,813.73; and

WHEREAS, Ms. Gonzalez is presently in the process of selling the property and the closing is scheduled for May 26, 2017; and

WHEREAS, the prospective buyer has agreed to allow the City to maintain a recorded interest in the property after closing in order to ensure compliance with the one year continuous occupancy; and

WHEREAS, since the new owner has agreed to provide the City with a recorded interest in the property to ensure compliance with the one year occupancy, the City can discharge the total amount of the subsidy.

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

1. The Business Administrator is authorized to execute a Discharge of Mortgage of the City Mortgage affecting property located at 1209 Summit Avenue, Unit 412 a/k/a Block 897, Lot 10.
2. The new owner will execute a document to be recorded against the property which requires new owner to continuously occupy the property for one year after closing.

APPROVED: JL/he 5/24/17
[Signature]
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.24.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON				LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE REGARDING THE PROPERTY LOCATED AT 1209 SUUMIT AVENUE, UNIT # 412, A/K/A BLOCK 897, LOT 10

Initiator

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	(201) 547-4667	JFarrell@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The Property is subject to a municipal subsidy that was awarded under the CHOICE Program, which is administered by the New Jersey Housing Mortgage and Finance Agency. The terms of the City's mortgage provide that after five (5) years the seller does not have to repay the subsidy as long as the new owner assumes occupancy within 60 days of the closing and continuously occupies the Property for one year thereafter. The City's mortgage further provides that if the new owner fails to meet the conditions of occupancy the recipient of the subsidy, must be responsible to repay 25% of the net proceeds from the sale after deducting allowable expenses, which the City has calculated as \$30,813.73.

The current owner is presently in the process of selling the property and the closing is scheduled for May 26, 2017. The prospective buyer has agreed to allow the City to maintain a recorded interest in the property after closing in order to ensure compliance with the one year continuous occupancy. As a result, since the new owner has agreed to provide the City with a recorded interest in the property to ensure compliance with the one year occupancy, the City can discharge the total amount of the subsidy.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

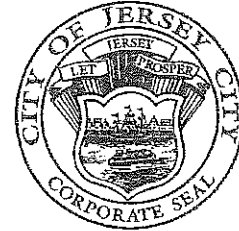
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-462

Agenda No. 10.Z.1

Approved: _____

TITLE:



A RESOLUTION RECOGNIZING OUR LADY OF MERCY CHURCH LED BY TANI MILLS AND CORY ECKEL FOR THEIR VOLUNTEER EFFORTS AS PART OF THE 2017 GREAT JERSEY CITY CLEAN-UP

COUNCIL AS A WHOLE Offered and Moved for Adoption the Following Resolution:

WHEREAS, in 2016, as a way to commemorate Earth Day, the City of Jersey City partnered with Keep Jersey City Beautiful and joined with more than 20,000 other municipalities nationwide to begin holding an annual city-wide cleanup day, now known as the Great Jersey City Clean-Up; and

WHEREAS, for the 2017 Great Jersey City Clean-Up, organizations, institutions, nonprofits, and Jersey City residents from each of the six Wards pledged to clean and beautify designated tracts of land, rights-of-way, parks, sidewalks, and streets on Saturday, April 29th; and

WHEREAS, as a result of the efforts of the volunteers who took part in the 2017 Great Jersey City Clean-Up, 30 tons of garbage and 7 tons of recycling were removed from public places by 1,400 volunteers from more than 50 different organizations; and,

WHEREAS, the Keep Jersey City Beautiful advisory board has recommended that the Jersey City Municipal Council bestow special recognition to one group in each Ward who did a particularly excellent job of cleaning up a particular section of Jersey City; and

WHEREAS, in Ward A, 75 volunteers from **Our Lady of Mercy Church**, led by **Tani Mills** and **Cory Eckel**, cleaned Sullivan Drive around the church, Country Village, and JFK Boulevard from City Line to Danforth Avenue and surrounding side streets;

NOW, THEREFORE, BE IT RESOLVED THAT the Members of the Jersey City Municipal Council hereby commend **Our Lady of Mercy Church**, **Tani Mills**, and **Cory Eckel** for doing an outstanding job of cleaning up several neighborhoods in Ward A during the 2017 Great Jersey City Clean-Up.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.24.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-463

Agenda No. 10.7.2

Approved: _____

TITLE:



A RESOLUTION RECOGNIZING GIRL SCOUT TROOP 12004 LED BY ESHIA ALLEN FOR THEIR VOLUNTEER EFFORTS AS PART OF THE 2017 GREAT JERSEY CITY CLEAN-UP

COUNCIL AS A WHOLE Offered and Moved for Adoption the Following Resolution:

WHEREAS, in 2016, as a way to commemorate Earth Day, the City of Jersey City partnered with Keep Jersey City Beautiful and joined with more than 20,000 other municipalities nationwide to begin holding an annual city-wide cleanup day, now known as the Great Jersey City Clean-Up; and

WHEREAS, for the 2017 Great Jersey City Clean-Up, organizations, institutions, nonprofits, and Jersey City residents from each of the six Wards pledged to clean and beautify designated tracts of land, rights-of-way, parks, sidewalks, and streets on Saturday, April 29th; and

WHEREAS, as a result of the efforts of the volunteers who took part in the 2017 Great Jersey City Clean-Up, 30 tons of garbage and 7 tons of recycling were removed from public places by 1,400 volunteers from more than 50 different organizations; and,

WHEREAS, the Keep Jersey City Beautiful advisory board has recommended that the Jersey City Municipal Council bestow special recognition to one group in each Ward who did a particularly excellent job of cleaning up a particular section of Jersey City; and

WHEREAS, in Ward B, members of **Girl Scout Troop 12004**, led by **Eshia Allen**, cleaned the area surrounding PS 39, including Plainfield Avenue, Mallory Avenue, and Duncan Avenue;

NOW, THEREFORE, BE IT RESOLVED THAT the Members of the Jersey City Municipal Council hereby commend **Girl Scout Troop 12004** and **Eshia Allen** for doing an outstanding job of cleaning up the streets and lots surrounding PS39 in Ward B during the 2017 Great Jersey City Clean-Up.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.24.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-464

Agenda No. 10.2.3

Approved: _____

TITLE:



A RESOLUTION RECOGNIZING THE JERSEY CITY RESERVOIR PRESERVATION ALLIANCE LED BY ALEX HAHN AND LUKE SACHRA FOR THEIR VOLUNTEER EFFORTS AS PART OF THE 2017 GREAT JERSEY CITY CLEAN-UP

COUNCIL AS A WHOLE Offered and Moved for Adoption the Following Resolution:

WHEREAS, in 2016, as a way to commemorate Earth Day, the City of Jersey City partnered with Keep Jersey City Beautiful and joined with more than 20,000 other municipalities nationwide to begin holding an annual city-wide cleanup day, now known as the Great Jersey City Clean-Up; and

WHEREAS, for the 2017 Great Jersey City Clean-Up, organizations, institutions, nonprofits, and Jersey City residents from each of the six Wards pledged to clean and beautify designated tracts of land, rights-of-way, parks, sidewalks, and streets on Saturday, April 29th; and

WHEREAS, as a result of the efforts of the volunteers who took part in the 2017 Great Jersey City Clean-Up, 30 tons of garbage and 7 tons of recycling were removed from public places by 1,400 volunteers from more than 50 different organizations; and,

WHEREAS, the Keep Jersey City Beautiful advisory board has recommended that the Jersey City Municipal Council bestow special recognition to one group in each Ward who did a particularly excellent job of cleaning up a particular section of Jersey City; and

WHEREAS, in Ward C, members of the **Jersey City Reservoir Preservation Alliance**, led by **Alex Hahn** and **Luke Sachra**, generously volunteered to clean up the land surrounding the Reservoir;

NOW, THEREFORE, BE IT RESOLVED THAT the Members of the Jersey City Municipal Council hereby commend the **Jersey City Reservoir Preservation Alliance**, **Alex Hahn**, and **Luke Sachra** for doing an outstanding job of cleaning up the area surrounding the Jersey City Reservoir in Ward C during the 2017 Great Jersey City Clean-Up.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.24.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-465

Agenda No. 10.2.4

Approved: _____

TITLE:



A RESOLUTION RECOGNIZING THE FAMILY PARTNERS OF HUDSON COUNTY LED BY JOSE MORENO FOR THEIR VOLUNTEER EFFORTS AS PART OF THE 2017 GREAT JERSEY CITY CLEAN-UP

COUNCIL AS A WHOLE Offered and Moved for Adoption the Following Resolution:

WHEREAS, in 2016, as a way to commemorate Earth Day, the City of Jersey City partnered with Keep Jersey City Beautiful and joined with more than 20,000 other municipalities nationwide to begin holding an annual city-wide cleanup day, now known as the Great Jersey City Clean-Up; and

WHEREAS, for the 2017 Great Jersey City Clean-Up, organizations, institutions, nonprofits, and Jersey City residents from each of the six Wards pledged to clean and beautify designated tracts of land, rights-of-way, parks, sidewalks, and streets on Saturday, April 29th; and

WHEREAS, as a result of the efforts of the volunteers who took part in the 2017 Great Jersey City Clean-Up, 30 tons of garbage and 7 tons of recycling were removed from public places by 1,400 volunteers from more than 50 different organizations; and,

WHEREAS, the Keep Jersey City Beautiful advisory board has recommended that the Jersey City Municipal Council bestow special recognition to one group in each Ward who did a particularly excellent job of cleaning up a particular section of Jersey City; and

WHEREAS, The Family Partners of Hudson County under Administrator Jose Moreno had 30 volunteers help to clean up all the main streets in the Heights, including Bowers Street, Congress Street, North Street, Griffiths Street, Palisades Avenue, Central Avenue, and Summit Avenue; and

NOW, THEREFORE, BE IT RESOLVED THAT the Members of the Jersey City Municipal Council hereby commend The Family Partners of Hudson County and Jose Moreno for doing an outstanding job of cleaning up the main thoroughfares in Ward D during the 2017 Great Jersey City Clean-Up.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.24.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-466
Agenda No. 10.Z.5
Approved: _____
TITLE: _____



A RESOLUTION RECOGNIZING THE MARY BENSON CLEAN-UP CREW LED BY MICHELE LAMONICA-EGAR FOR THEIR VOLUNTEER EFFORTS AS PART OF THE 2017 GREAT JERSEY CITY CLEAN-UP

COUNCIL AS A WHOLE Offered and Moved for Adoption the Following Resolution:

WHEREAS, in 2016, as a way to commemorate Earth Day, the City of Jersey City partnered with Keep Jersey City Beautiful and joined with more than 20,000 other municipalities nationwide to begin holding an annual city-wide cleanup day, now known as the Great Jersey City Clean-Up; and

WHEREAS, for the 2017 Great Jersey City Clean-Up, organizations, institutions, nonprofits, and Jersey City residents from each of the six Wards pledged to clean and beautify designated tracts of land, rights-of-way, parks, sidewalks, and streets on Saturday, April 29th; and

WHEREAS, as a result of the efforts of the volunteers who took part in the 2017 Great Jersey City Clean-Up, 30 tons of garbage and 7 tons of recycling were removed from public places by 1,400 volunteers from more than 50 different organizations; and,

WHEREAS, the Keep Jersey City Beautiful advisory board has recommended that the Jersey City Municipal Council bestow special recognition to one group in each Ward who did a particularly excellent job of cleaning up a particular section of Jersey City; and

WHEREAS, in Ward E, members of the **Mary Benson Clean-Up Crew**, led by **Michele LaMonica-Egar**, removed over 13 tons of trash in lots behind Mary Benson Park, and may have even solved a cold case by finding a discarded firearm;

NOW, THEREFORE, BE IT RESOLVED THAT the Members of the Jersey City Municipal Council hereby commend the **Mary Benson Clean-Up Crew** and **Michele LaMonica-Egar** for doing an outstanding job of cleaning up the Turnpike easement behind Mary Benson Park in Ward E during the 2017 Great Jersey City Clean-Up.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											5.24.17	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	
GAJEWSKI	✓			YUN	✓			RIVERA	✓			
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓			
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-467

Agenda No. 10.Z.6

Approved: _____

TITLE: _____



A RESOLUTION RECOGNIZING THE I LOVE GREENVILLE COMMUNITY PARTNERSHIP LED BY TIFFANY MCQUEARY FOR THEIR VOLUNTEER EFFORTS AS PART OF THE 2017 GREAT JERSEY CITY CLEAN-UP

COUNCIL AS A WHOLE Offered and Moved for Adoption the Following Resolution:

WHEREAS, in 2016, as a way to commemorate Earth Day, the City of Jersey City partnered with Keep Jersey City Beautiful and joined with more than 20,000 other municipalities nationwide to begin holding an annual city-wide cleanup day, now known as the Great Jersey City Clean-Up; and

WHEREAS, for the 2017 Great Jersey City Clean-Up, organizations, institutions, nonprofits, and Jersey City residents from each of the six Wards pledged to clean and beautify designated tracts of land, rights-of-way, parks, sidewalks, and streets on Saturday, April 29th; and

WHEREAS, as a result of the efforts of the volunteers who took part in the 2017 Great Jersey City Clean-Up, 30 tons of garbage and 7 tons of recycling were removed from public places by 1,400 volunteers from more than 50 different organizations; and,

WHEREAS, Keep Jersey City Beautiful has recommended that the Jersey City Municipal Council bestow special recognition to one group in each Ward who did a particularly excellent job of cleaning up a particular section of Jersey City; and

WHEREAS, in Ward F, members of the **I Love Greenville Community Partnership**, led by **Tiffany McQueary**, generously volunteered to clean Martin Luther King Drive and surrounding side streets between Union Street and Bayview Avenue;

NOW, THEREFORE, BE IT RESOLVED THAT the Members of the Jersey City Municipal Council hereby commend the **I Love Greenville Community Partnership** and **Tiffany McQueary** for doing an outstanding job of cleaning up Martin Luther King Drive between Union Street and Bayview Avenue in Ward F during the 2017 Great Jersey City Clean-Up.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.24.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	/			YUN	/			RIVERA	/		
GADSDEN	/			OSBORNE	/			WATTERMANN	/		
BOGGIANO	/			ROBINSON	/			LAVARRO, PRES	/		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

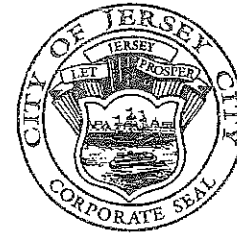
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-468

Agenda No. 10.Z.7

Approved: MAY 24 2017

TITLE:



A RESOLUTION RECOGNIZING GIRL SCOUT TROOP 12043 LED BY MARGARET ANN LEWIS FOR THEIR VOLUNTEER EFFORTS AS PART OF THE 2017 GREAT JERSEY CITY CLEAN-UP

COUNCIL AS A WHOLE Offered and Moved for Adoption the Following Resolution:

WHEREAS, in 2016, as a way to commemorate Earth Day, the City of Jersey City partnered with Keep Jersey City Beautiful and joined with more than 20,000 other municipalities nationwide to begin holding an annual city-wide cleanup day, now known as the Great Jersey City Clean-Up; and

WHEREAS, for the 2017 Great Jersey City Clean-Up, organizations, institutions, nonprofits, and Jersey City residents from each of the six Wards pledged to clean and beautify designated tracts of land, rights-of-way, parks, sidewalks, and streets on Saturday, April 29th; and

WHEREAS, as a result of the efforts of the volunteers who took part in the 2017 Great Jersey City Clean-Up, 30 tons of garbage and 7 tons of recycling were removed from public places by 1,400 volunteers from more than 50 different organizations; and,

WHEREAS, the Keep Jersey City Beautiful advisory board and the Jersey City Parks Coalition have recommended that the Jersey City Municipal Council bestow special recognition to an organization which did an exemplary job of cleaning up a city park; and

WHEREAS, of all the groups that chose to clean a city park for the 2017 Great Jersey City Clean-Up, members of **Girl Scout Troop #12043**, led by Margaret Ann Lewis, generously volunteered to clean up Oak Street Park and did particularly commendable work there;

NOW, THEREFORE, BE IT RESOLVED THAT the Members of the Jersey City Municipal Council hereby commend **Girl Scout Troop #12043** and **Margaret Ann Lewis** for doing an outstanding job of cleaning up Oak Street Park during the 2017 Great Jersey City Clean-Up.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.24.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk