

City Clerk File No. Ord. 13.124

Agenda No. 3.C 1st Reading

Agenda No. 4.6 2nd Reading & Final Passage

THIS ORDINANCE SECURES BONDS OR OTHER OBLIGATIONS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF THE "REDEVELOPMENT AREA BOND FINANCING LAW" AND THE LIEN HEREOF IN FAVOR OF THE OWNERS OF SUCH BONDS OR OTHER OBLIGATIONS IS A MUNICIPAL LIEN SUPERIOR TO ALL OTHER NON-MUNICIPAL LIENS HEREINAFTER RECORDED

## ORDINANCE OF JERSEY CITY, N.J.



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

CITY ORDINANCE 13.124

TITLE: **ORDINANCE APPROVING THE EXECUTION OF A FINANCIAL AGREEMENT WITH JOURNAL SQUARE III URBAN RENEWAL LLC AND OTHER APPLICABLE DOCUMENTS RELATED TO THE AUTHORIZATION AND ISSUANCE BY THE JERSEY CITY REDEVELOPMENT AGENCY OF NOT TO EXCEED \$10,000,000 REDEVELOPMENT AREA BONDS (NON-RECOURSE TO THE FULL FAITH AND CREDIT OF THE CITY) AND DETERMINING VARIOUS OTHER MATTERS IN CONNECTION THEREWITH**

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

**WHEREAS**, on September 11, 2013, the Municipal Council of the City of Jersey City, in the County of Hudson, New Jersey (the "City"), adopted Ordinance No. 092, which designated various properties, including, but not limited to, Block 9501, Lots 4 (621 Pavonia Avenue), 5 (619 Pavonia Avenue), 6 (617 Pavonia Avenue), 7 (615 Pavonia Avenue), 8 (605 Pavonia Avenue), 10 (601 Pavonia Avenue), 11 (597 Pavonia Avenue), 12 (595 Pavonia Avenue), 13 (539 Summit Avenue), 14 (537 Summit Avenue), 15 (535 Summit Avenue), and 16 (136 Magnolia Avenue) as shown on the official current tax map of the City, as an area in need of redevelopment (the "Redevelopment Area" and also referred to as the "Project Premises") for purposes of the Local Redevelopment and Housing Law, constituting Chapter 79 of the Pamphlet Laws of 1992 of the State of New Jersey (the "State"), and the acts amendatory thereof and supplemental thereto (the "Redevelopment Law", as codified by N.J.S.A. 40A:12A-1 et seq.); and

**WHEREAS**, on July 14, 2010, the Municipal Council of the City adopted Ordinance No. 10-103, approving a redevelopment plan for the Redevelopment Area, entitled "Journal Square 2060 Redevelopment Plan" as the same may be amended and supplemented from time to time (the "Redevelopment Plan"); and

**WHEREAS**, the Redevelopment Area is governed by the Redevelopment Plan; and

**WHEREAS**, Journal Square Associates LLC ("JSA" or the "Redeveloper") is the fee title owner of the Project Premises; and

**WHEREAS**, the Redeveloper has made application to the Jersey City Redevelopment Agency (the "Agency") to be designated as the redeveloper to redevelop the Project Premises; and

**WHEREAS**, the Agency has reviewed the proposal of the Redeveloper and related submissions and has determined that it is in the Agency's best interests to select the Redeveloper as the designated redeveloper for the Project Premises for purposes of negotiating an agreement for the redevelopment of the designated area; and

**WHEREAS**, the Redeveloper will record a Master Deed (as the same may be amended and supplemented, the "Master Deed") to submit all of the Project Premises to the condominium form of ownership and incorporate the same as part of a condominium regime under the New Jersey Condominium Act, N.J.S.A. 46:8B-1 et seq., to be known as "Journal Squared Condominium"; and

**WHEREAS**, Journal Square I Urban Renewal LLC ("JS I"), wholly-owned by JSA, is or will be the owner of master condominium unit 1 located on the Project Premises, upon which JS I plans to construct phase I of the redevelopment plan, which is expected to consist of a 54-story building having approximately 540 market-rate residential rental units, approximately 4,000 square feet of leasing space and potential future commercial space, a parking garage containing approximately 153 parking spaces, together with a pedestrian mall and public improvements and infrastructure related thereto, and will utilize an interim surface parking lot having approximately 74 parking spaces located on the adjoining Phase II property (collectively, the "Phase I Project"); and

**WHEREAS**, Journal Square II Urban Renewal LLC ("JS II"), wholly-owned by JSA, is or will be the owner of master condominium unit 2 located on the Project Premises, upon which JS II plans to construct phase II of the redevelopment plan, which is expected to consist of a 70-story building having approximately 700 market-rate residential rental units, approximately 18,000 square feet of leasing space and potential future commercial space, and a parking garage containing approximately 522 parking spaces (collectively, the "Phase II Project"); and

**WHEREAS**, Journal Square III Urban Renewal LLC ("JS III"), wholly-owned by JSA, is or will be the owner of master condominium unit 3 located on the Project Premises, upon which the Entity plans to construct phase III of the redevelopment plan, which is expected to consist of a 60-story building having approximately 600 market-rate residential rental units, approximately 14,000 square feet of leasing space and potential future commercial space, and a parking garage containing approximately 245 parking spaces (collectively, the "Phase III Project" and, together with the Phase I Project and Phase II Project, the "Project"); and

**WHEREAS**, the Redevelopment Area requires certain on-site and off-site public improvements and infrastructure, including a pedestrian mall, certain of which will be undertaken by the Redeveloper in connection with the Phase I Project, but which benefit the entire Project, including, if and when completed, the Phase II Project and Phase III Project;

**WHEREAS**, pursuant to N.J.S.A. 40A:12A-66, a municipality that has designated a redevelopment area may provide for tax exemption within that redevelopment area and for payments in lieu of taxes in accordance with the provisions of the Long Term Tax Exemption Law of 1992, constituting Chapter 431 of the Pamphlet Laws of 1991 of the State of New Jersey, and the Acts amendatory thereof and supplemental thereto (the "Tax Exemption Law", as codified in N.J.S.A. 40A:12A-1 et seq.); provided, however, that the provisions of section 12 of the Tax Exemption Law (N.J.S.A. 40A:20-12) establishing a minimum or maximum annual service charge and requiring staged increases in annual service charges over the term of the exemption period, and of section 13 of the Tax Exemption Law (N.J.S.A. 40A:20-13) permitting the relinquishment of status under that law, shall not apply to redevelopment projects financed with bonds; and

**WHEREAS**, pursuant to the Tax Exemption Law, the City is authorized to provide for tax exemption within a redevelopment area and for payments in lieu of taxes in accordance with the applicable provisions thereof; and

**WHEREAS**, JS III, the contract purchaser of condominium unit 3, under the agreement dated September 25, 2013, has submitted an application to the City for the approval of a Phase III Project, as such term is used in the Tax Exemption Law, all in accordance with N.J.S.A. 40A:20-8 (the "Exemption Application", a copy of which is attached hereto as Exhibit A); and

**WHEREAS**, included in the Exemption Application is a request for a tax exemption and payment in lieu of taxes pursuant to the Tax Exemption Law and the Redevelopment Bond Law; and

**WHEREAS**, the Exemption Application contains documentation evidencing financial responsibility and capability with respect to the proposed development; estimated total development costs; estimated time schedule for start and completion of the proposed development; and conceptual plans; and

**WHEREAS**, the City evaluated the Exemption Application according to criteria which included financial capabilities, experience, expertise, and project concept descriptions; and

**WHEREAS**, in order to enhance the economic viability of and opportunity for a successful project, the City will enter into a Financial Agreement with JS III, governing payments made to the City in lieu of real estate taxes on the Phase III Project pursuant to the Tax Exemption Law (the "Financial Agreement"); and

**WHEREAS**, to finance certain aspects of the Project, the Jersey City Redevelopment Agency (the "Agency") will issue bonds in an aggregate principal amount of up to \$10,000,000 (the "Redevelopment Area Bonds") pursuant to the Redevelopment Bond Law, debt service for the repayment of which Redevelopment Area Bonds will come from the Pledged Annual Service Charge (as that term is defined in the Financial Agreement attached hereto); and

**WHEREAS**, the City and JS III have each agreed that the Base Annual Service Charge (as that term is defined in the Financial Agreement attached hereto), which is not pledged to the payment of debt service on the Redevelopment Area Bonds, paid by JS III to the City shall be for the City's use in its sole discretion, following payment of the "County Service Charge" (as such term is defined in the Agreements attached hereto) to the County of Hudson, as required by N.J.S.A. 40A:20-12; and

**WHEREAS**, the City made the following findings:

In accordance with the Tax Exemption Law, specifically N.J.S.A. 40A:20-11, the City hereby finds and determines that the Financial Agreement is to the direct benefit of the health, welfare and financial well-being of the City and its citizens because the Agreement allows for the development of a blighted site into a productive, useful and job-creating property, and further:

- (a) The costs associated to the City with the tax exemption granted herein are minor compared to the estimated Total Project Cost of \$212,793,640 for Phase III and the benefit created by (i) the construction of the Improvements, (ii) the creation of approximately 790 jobs during the construction period and (iii) the creation of approximately 57 permanent jobs through the permanent operation of the Improvements.
- (b) Without the tax exemption granted herein it is highly unlikely that the Phase III Project would otherwise be undertaken, as a source of funding all or a portion of the costs thereof, other than from the proceeds of the Redevelopment Area Bonds, would not otherwise be available; and

**WHEREAS**, in order to set forth the terms and conditions under which JS III and the City (the "Parties") shall carry out their respective obligations with respect to (a) payment of the Annual Service Charge (as that term is defined in the Financial Agreement attached hereto) by JS III in lieu of real property taxes, and (b) issuance of the Redevelopment Area Bonds by the Agency and provision for repayment thereof by JS III (subject to adjustment as provided in the Financial Agreement), the Parties have determined to execute the Financial Agreement; and

**WHEREAS**, JS III is qualified to do business under the provisions of the Tax Exemption Law, and has submitted to the Mayor the Exemption Application, which is on file with the Office of the City Clerk, requesting a tax exemption for the Phase III Project; and

**WHEREAS**, the Mayor has submitted the Exemption Application and Financial Agreement to the Municipal Council with his written recommendation of approval (the "Mayor's Recommendation"), a copy of which is attached hereto as Exhibit B; and

**WHEREAS**, the Financial Agreement contemplates that the Annual Service Charge will be paid in three (3) categories: the Base Annual Service Charge, to be retained (in addition to payment of the County Service Charge), and the County Annual Service Charge paid by JS III to the City for remittance by the City to Hudson County by the City for Municipal Services as set forth in the Tax Exemption Law; and the Pledged Annual Service Charge, said payments (subject to adjustment as provided in the Financial Agreement) to be dedicated to debt service on the Redevelopment Area Bonds issued to support certain costs of the Project, pursuant to Redevelopment Bond Law (in addition to payment of the County Service Charge), and the County Annual Service Charge paid by JS III to the City for remittance by the City to Hudson County; and

**WHEREAS**, pursuant to the Redevelopment Bond Law, the City, in the exercise of its power under the Redevelopment Bond Law, may enter into contracts as necessary, for the purpose of securing the Redevelopment Area Bonds to finance the Project; and

**WHEREAS**, the Redevelopment Bond Law requires the approval of the New Jersey Local Finance Board prior to the issuance of financial instruments such as the Redevelopment Area Bonds where such financial instruments are to be secured by payments in lieu of taxes such as the Pledged Annual Service Charges (subject to adjustment as provided in the Financial Agreement); and

**WHEREAS**, the City believes that (a) it is in the public interest for JS III to undertake the Phase III Project; (b) the Phase III Project is for the health, welfare, convenience or betterment of the inhabitants of the City; (c) the amounts to be expended by the City for said Phase III Project are not unreasonable or exorbitant; and (d) the Phase III Project is an efficient and feasible means of providing services for the needs of the inhabitants of the City and will not create an undue financial burden to be placed upon the City; and

**WHEREAS**, the City further wishes to approve the execution and delivery of a Pledge and Assignment Agreement with the Agency and/or its bond trustee (the "Pledge Agreement"), which Pledge Agreement will provide for, *inter alia*, the pledge and assignment of the Pledged Annual Service Charge to the Agency or its bond trustee as security for the payment of debt service on the Redevelopment Area Bonds; and

**WHEREAS**, the terms of any trust indenture to be entered into by the Agency in connection with the issuance of the Redevelopment Area Bonds will provide terms and provisions relating to the disbursement of proceeds of the Redevelopment Area Bonds.

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

1. JSA has been designated by the Jersey City Redevelopment Agency designated to act as redeveloper for the Phase III Project, in accordance with the Redevelopment Plan and the plans and specifications contained in the Application, subject to the conditions and as more fully set forth in the form of Financial Agreement attached hereto. To the extent of any inconsistency with the definition of the "Phase III Project" as contained in the Redevelopment Agreement, the definition of the Phase III Project as contained herein and in the Financial Agreement shall control.
2. The Exemption Application, a copy of which is attached hereto as Exhibit A, is hereby approved in accordance with the Mayor's Recommendation, a copy of which is attached hereto as Exhibit B.
3. The Municipal Council hereby finds and determines that the Financial Agreement is to the direct benefit of the health, welfare and financial well-being of the City and its citizens because it allows for the development of a blighted site into a productive, useful and job-creating property, and further (a) the costs associated to the City with the tax exemption granted herein are minor compared to the estimated Total Project Cost of \$212,793,640 for Phase III and the benefit created by (i) the construction of the Improvements, (ii) the creation of approximately 790 jobs during the construction period and (iii) the creation of approximately 57 permanent jobs through the permanent operation of the Improvements, and (b) without the tax exemption granted herein it is highly unlikely that the Project would otherwise be undertaken, as a source of funding all or a portion of the costs thereof, other than from the proceeds of the Redevelopment Area Bonds, would not otherwise be available.
4. An exemption from taxation is hereby granted to JS III, with respect to the Phase III Project for the term set forth in the Financial Agreement, but in no event shall the tax exemption commence until the effective date of the Financial Agreement, nor extend beyond the earlier of (i) thirty-five (35) years from the date of the adoption of this ordinance or (ii) thirty (30) years from the Substantial Completion of the Phase III Project and only so long as the Phase

III Project is owned by an entity formed and operating under the Tax Exemption Law. To the extent of any inconsistency with any prior City ordinance and/or Municipal Code provision governing the granting of long-term tax exemptions, including, inter alia, procedures for application, review and approval, required terms of the financial agreement, required conditions and covenants, limits on duration, means of enforcement, and all other matters whatsoever, such prior City ordinances and/or Municipal Code provisions are hereby waived (or, alternatively, shall be deemed to be amended and/or superseded by this ordinance) to the extent of such inconsistency, but only with respect to this Ordinance.

5. The Financial Agreement, in substantially the form attached hereto as Exhibit C, is approved. The Mayor or Business Administrator (Authorized Officers) are each hereby authorized to execute, on the City's behalf, the Financial Agreement in substantially such form, with such changes as the Authorized Officers shall determine, in consultation with the Corporation Counsel, such determination to be conclusively evidenced by their execution of the Financial Agreement. The City Clerk is hereby authorized and directed to attest to the execution of the Financial Agreement by the Authorized Officers of the City as determined hereunder and to affix the corporate seal of the City to the Financial Agreement.
6. Pursuant to the provisions of the Redevelopment Bond Law, specifically N.J.S.A. 40A:12A-67(c) and, if applicable, N.J.S.A. 40A:12A-69, the City is hereby authorized to assign, for the benefit of the Agency and/or its bond trustee and as security for the Redevelopment Area Bonds, all of the City's right, title and interest in and to the Pledged Annual Service Charges. The Pledge Agreement, in substantially the form attached hereto as Exhibit D, is approved. The Authorized Officers, or either of them, are each hereby authorized to execute and deliver, on behalf of the City, the Pledge Agreement in substantially such form, with such changes as the Authorized Officers shall determine; in consultation with the Corporation Counsel, such determination to be conclusively evidenced by their execution of the Pledge Agreement. The Authorized Officers, or either of them, are each hereby further authorized to execute and deliver, on behalf of the City, such additional instruments as they may deem, in consultation with the Corporation Counsel, to be necessary or appropriate for the purpose of effectuating such assignment. The City Clerk is hereby authorized and directed to attest to the execution of the Pledge Agreement and any such additional instruments by the Authorized Officer(s) of the City as determined hereunder and to affix the corporate seal of the City thereto.
7. Executed copies of the Financial Agreement and the Pledge Agreement shall be certified by the City Clerk and filed with the Office of the City Clerk. The Office of the City Clerk shall also forthwith file certified copies of this ordinance and the Financial Agreement with the Director of the Division of Local Government Services pursuant to N.J.S.A. 40A:20-12.
8. Upon the execution of the Financial Agreement as contemplated herein, the Authorized Officers and the City Clerk are each hereby severally authorized and directed to file and record this Ordinance and the Financial Agreement with the Hudson County Register such that the Financial Agreement and this Ordinance shall be reflected upon the land records of the County of Hudson as a lien upon and a covenant running with each and every parcel of land constituting the Parcel. Pursuant to and in accordance with the provisions of the Redevelopment Bond Law, specifically N.J.S.A. 40A:12A-68(c), and notwithstanding any other law to the contrary, upon recordation of both this ordinance and the Financial Agreement, the lien thereof shall be perfected for all purposes in accordance with law and the lien shall thereafter be superior to all non-municipal liens thereafter recorded or otherwise arising, without any additional notice, recording, filing, continuation filing or action, until payment of all of the Redevelopment Area Bonds.
9. The Authorized Officers of the City are hereby further severally authorized and directed to (i) execute and deliver, and the City Clerk is hereby further authorized and directed to attest to such execution and to affix the corporate seal of the City to, any document, instrument or certificate deemed necessary, desirable or convenient by the Authorized Officers or the City Clerk, as applicable, in their respective sole discretion, after consulting with the Corporation Counsel, to be executed in connection with the execution and delivery of the Financial Agreement and the Pledge Agreement and the consummation of the transactions contemplated thereby, which determination shall be conclusively evidenced by the execution

9. The Authorized Officers of the City are hereby further severally authorized and directed to (i) execute and deliver, and the City Clerk is hereby further authorized and directed to attest to such execution and to affix the corporate seal of the City to, any document, instrument or certificate deemed necessary, desirable or convenient by the Authorized Officers or the City Clerk, as applicable, in their respective sole discretion, after consulting with the Corporation Counsel, to be executed in connection with the execution and delivery of the Financial Agreement and the Pledge Agreement and the consummation of the transactions contemplated thereby, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery thereof.
10. The Phase III Project when completed shall conform with all Federal and State law and ordinances and regulations of the City relating to its construction and use.
11. JS III shall in the operation of the Phase III Project comply with all laws so that no person shall, because of race, religious principles, color, national origin or ancestry, be subject to any discrimination.
12. JS III shall, from the time the Annual Service Charge becomes effective, pay the Annual Service Charge as set forth in the Financial Agreement.
13. All City officers and professionals are hereby authorized to take all necessary and appropriate steps to assist and join with JS III (i) in connection with the required application to the New Jersey Local Finance Board for approval of the issuance of the Redevelopment Area Bonds (in an aggregate principal amount up to \$10,000,000.00 for the Project) for the funding of a part of the cost of the Project and (ii) in connection with the required application to the Agency for approval of its issuance of said Redevelopment Area Bonds.
14. JS III shall pay all outstanding taxes and all outstanding water and sewer charges within thirty (30) days of the adoption of this Ordinance.
15. This ordinance shall take effect upon final passage and publication in accordance with the laws of the State of New Jersey.
16. Term: the earlier of 35 years from the adoption of the within Ordinance or 30 years from the date the Phase III Project is Substantially Complete.
17. Annual Service Charge: each year the greater of:
  - (a) the Minimum Annual Service Charge equal to the amount of a portion of the total taxes (land and pre-existing improvements) levied against all real property in the area covered by Phase III Project in the last full tax year in which the Property was subject to taxation, which sum is estimated to be approximately \$132,594; or
  - (b) the Base Annual Service Charge, as set forth in the Financial Agreement, which sum is estimated to be approximately \$1,071,600 for the first year; and
  - (c) the Pledged Annual Service Charge.
18. Administrative Fee: 0.5% of the prior year's Annual Service Charge.
19. County Payment: 5% of the Annual Service Charge to be paid by JS III to the City for remittance by the City to Hudson County.
20. Project: A new mixed use market rate residential rental project, Master Condominium Unit 3, which will consist of a 60-story building having approximately 600 market-rate residential rental units, approximately 14,000 square feet of leasing space and potential future commercial space, a parking garage containing approximately 245 parking spaces.

21. Affordable Housing Trust Fund: \$1,500 per unit or \$900,000 and \$1.50 per square foot x 14,000 square feet or \$21,000, for a total of \$921,000.
22. An obligation to execute a Project Labor Agreement and a Project Employment and Contracting Agreement to insure employment and other economic benefits to City residents and businesses.
23. This Ordinance will sunset and the Tax Exemption will terminate unless construction of the Phase III Project begins within *sixteen (16)* years of the adoption of the within Ordinance.
- A. The City Clerk shall deliver a certified copy of the Ordinance and Financial Agreement to the Tax Assessor and Director of the Division of Local Government Services.
- B. The application is on file with the office of the City Clerk. The Financial Agreement and Project Employment and Contracting Agreement shall be in substantially the form on file in the Office of the City Clerk, subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary.
- C. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- D. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- E. This ordinance shall take effect at the time and in the manner provided by law.
- F. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

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

DJ/he  
10/25/13

APPROVED AS TO LEGAL FORM

Certification Required ☐  
Not Required ☐

Corporation Counsel

APPROVED:

APPROVED:

Business Administrator

# Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 13.124  
 TITLE: 3.C OCT 31 2013 4.G NOV 13 2013

Ordinance approving the execution of a financial agreement with Journal Square III Urban Renewal LLC and other applicable documents related to the authorization and issuance by the Jersey City Redevelopment Agency of not to exceed \$10,000,000 redevelopment area bonds (Non-Recourse to the full faith and credit of the City) and determining various other matters in connection therewith.

RECORD OF COUNCIL VOTE ON INTRODUCTION OCT 31 2013 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING NOV 13 2013 8-0											
Councilperson <u>COLEMAN</u>				moved, seconded by Councilperson <u>LAVARRO</u>				to close P.H.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____				moved to amend* Ordinance, seconded by Councilperson _____				& adopted			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE NOV 13 2013 6-1-1											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	ABSTAIN		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on \_\_\_\_\_

OCT 31 2013

Adopted on second and final reading after hearing on \_\_\_\_\_

NOV 13 2013

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on **NOV 13 2013**

Robert Byrne, City Clerk

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

Rolando R. Lavarro, Jr., Council President

Date **NOV 13 2013**

\*Amendment(s): \_\_\_\_\_

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

Steven M. Fulop, Mayor

Date **NOV 14 2013**

Date to Mayor **NOV 14 2013**