



Legislation Text

File #: 17-1221, Version: 1

AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN CITY-OWNED PROPERTY TO THE PARKING AUTHORITY OF THE CITY OF NEWARK AND THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH THE PARKING AUTHORITY OF THE CITY OF NEWARK, FOR THE CONSTRUCTION OF A MIXED-USE STRUCTURE, INCLUDING ADMINISTRATIVE OFFICES, RETAIL SPACE, AND A PARKING FACILITY WITH APPROXIMATELY 645 PARKING SPACES, UPON BLOCK 873, LOT 1.03 ON THE TAX MAP OF THE CITY OF NEWARK, MORE COMMONLY KNOWN AS 47-63 GREEN STREET. (EAST WARD)

WHEREAS, the City of Newark (the “City”) owns certain real property located upon Block 873, Lot 1.03, on the Tax Map of the City of Newark, more commonly known as 47-63 Green Street, as depicted in the survey attached hereto as Exhibit A (the “Property”); and

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (the “Act”), authorizes municipalities to participate in the redevelopment and improvement of areas that are in need of redevelopment or rehabilitation and further, pursuant to the Local Lands and Buildings Law, N.J.S.A. 40A:12-1, et seq., the City has the power to sell any real property or interests therein for a public purpose; and

WHEREAS, by Ordinance 6S&Fg, adopted September 3, 2008, the Municipal Council of the City of Newark (the “Municipal Council”) approved the Living Downtown Redevelopment Plan Area for the Redevelopment Area within which the Property is located; and

WHEREAS, by Ordinance 6PSF-a(S), adopted June 30, 2010, the Municipal Council approved the First Amendment to the Living Downtown Redevelopment Plan; and

WHEREAS, by Ordinance 6PSF-a(S), adopted September 21, 2010, the Municipal Council approved the Second Amendment to the Living Downtown Redevelopment Plan; and

WHEREAS, the Living Downtown Redevelopment Plan, including any amendments thereto, shall be referred to herein as the “Redevelopment Plan”; and

WHEREAS, the Parking Authority of the City of Newark (the “Parking Authority” or the “Redeveloper”) has submitted a proposal to the City’s Department of Economic and Housing Development (“EHD”) outlining its intention to remediate and redevelop the Property, in accordance with the Redevelopment Plan, into a mixed-use structure, including administrative offices, retail space, and parking facility with approximately 645 parking spaces along the lines of the Schematic Design and Conceptual Renderings which are attached to the proposed Redevelopment Agreement (collectively, the “Proposal”); and

WHEREAS, the City has determined that the remediation and redevelopment of the Property

along the lines of the Proposal will not only contribute to the reinvigoration of the City but also provide the City with a public benefit; and

WHEREAS, based upon the City's review of the Proposal and other information, the City has determined that the Parking Authority possesses the proper qualifications, financial resources and the capacity to acquire and redevelop the Property; and

WHEREAS, accordingly, and pursuant to N.J.S.A. 40A:12A-8(g), EHD has recommended that the City sell the Property to the Redeveloper for the nominal consideration of \$1.00 ("Purchase Price"), which price, and under such terms as the City deems to be reasonable, for the purpose of redeveloping the Property along the lines of the Proposal, in accordance with the Act, the proposed Agreement for the Sale of Land and Redevelopment attached hereto (the "Redevelopment Agreement"), and the Redevelopment Plan; and

WHEREAS, as set forth in the Redevelopment Agreement, fifty percent (50%) of the total parking spaces created by the Project shall be reserved for utilization by certain officers and employees of the City of Newark as determined by the City (collectively, "City Employees"), Monday through Friday, from 8:30 to 5:00 p.m., at no cost to either the City or the City Employees, except during sporting, concert or other such events being held at the Prudential Center Arena ("Arena Events"); and

WHEREAS, further, the utilization of the Project is subject to the terms and conditions of that certain settlement agreement and release by and between the Devils Arena Entertainment, LLC, the Devils Renaissance Development, LLC, the Newark Housing Authority, the City and the Parking Authority (the "Settlement Agreement"), a copy of which is attached to the Redevelopment Agreement; and

WHEREAS, the City hereby designates the Parking Authority as its designee for purposes of satisfying any of its obligations set forth in Paragraph 4 of the Settlement Agreement regarding the "Parking Facility" and the Parking Authority shall also provide any notices or other such communication that may be appropriate or otherwise required to be effectuated under the Settlement Agreement as a result of the negotiation and execution of the Redevelopment Agreement; and

WHEREAS, as set forth in the Redevelopment Agreement, the Parking Authority shall be responsible for promptly curing any violation of the Settlement Agreement as a result of the Project or the Redevelopment Agreement at its sole cost and expense, on notice to and in cooperation with the City and further, the Parking Authority shall fully defend, indemnify and hold the City harmless from and against any claim arising out of related to a violation or an alleged violation of the Settlement Agreement as a result of the Project or the Redevelopment Agreement; and

WHEREAS, the City and the Parking Authority seek to enter into the Redevelopment Agreement in order to designate the Parking Authority as the Redeveloper of the Property and to memorialize, among other things, the terms of the conveyance of the Property from the City to the Parking Authority, the remediation and redevelopment of the Property, including the commencement and completion of the Project, and the utilization of the Project, including the reservation of certain parking spaces for City Employees.

NOW THEREFORE, BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF

NEWARK, NEW JERSEY, THAT:

1. The above recitals are hereby incorporated into the body of this Ordinance as if fully set forth herein.

2. The Parking Authority of the City of Newark is hereby designated as the exclusive Redeveloper of the Property.

3. The Property shall be sold to the Parking Authority of the City of Newark by private sale for the purpose of redeveloping the Property and the Deed to be recorded in connection with the conveyance of the Property shall contain the Redeveloper's covenants which shall run with the land in accordance with applicable law and the terms of the Redevelopment Amendment.

4. The Mayor and/or his designee, the Deputy Mayor/Director of the Department of Economic and Housing Development are hereby authorized to enter into and execute an Agreement for the Sale of Land and Redevelopment in substantially the form attached hereto as Exhibit B, with the Parking Authority of the City of Newark, 50 Park Place, Newark, New Jersey 07102, for the sale of the real property located at 47-63 Green Street, Newark, New Jersey 07102, within the East Ward of the City, and identified on the Tax Map of the City of Newark as Block 873, Lot 1.03, for the nominal Purchase Price of One Dollar and Zero Cents (\$1.00), in accordance with the requirements of N.J.S.A. 40A:12A-8(g), the terms and conditions of the attached Redevelopment Agreement and the Living Downtown Redevelopment Plan, as amended.

5. The Mayor, or the Mayor's designee, is hereby authorized to execute and record a Deed for the Property in substantially the form attached to the Redevelopment Agreement, which Deed shall be attested to and acknowledged by the City Clerk.

6. The City hereby designates the Parking Authority as its designee for purposes of satisfying any of its obligations set forth in Paragraph 4 of the settlement agreement and release by and between the Devils Arena Entertainment, LLC, the Devils Renaissance Development, LLC, the Newark Housing Authority, the City and the Parking Authority of the City of Newark regarding the "Parking Facility."

7. The Deputy Mayor/Director of the Department of Economic and Housing Development is hereby authorized to effectuate certain business terms and conditions related to the Property and the Redevelopment Agreement and may enter into any related documents which may be appropriate and necessary in order to effectuate the sale of the Property and the terms and conditions of the Redevelopment Agreement, all in forms which shall be subject to the approval of the City of Newark Acting Corporation Counsel.

8. The redevelopment of the Property shall be commenced within the timeframes set forth in the Project Schedule attached to the Redevelopment Agreement.

9. The Redeveloper shall be required to comply with all Community Initiatives as set forth in the Redevelopment Agreement.

10. The Deputy Mayor/Director of the Department of Economic and Housing Development shall place a copy of the executed Redevelopment Amendment, the Deed, and all such other

executed agreements authorized by this Ordinance on file in the Office of the City Clerk.

11. Any prior Ordinances or parts thereof which are inconsistent with the terms herein are hereby repealed.

12. If any part of this Ordinance is declared unconstitutional or illegal, the remaining provisions hereof shall continue in full force and effect.

13. This Ordinance shall take effect upon final passage and publication in accordance with the laws of the State of New Jersey.

STATEMENT

This Ordinance: (1) designates the Parking Authority of the City of Newark (the "Parking Authority") as the exclusive Redeveloper of the real property located at 47-63 Green Street, Newark, New Jersey 07102, within the East Ward of the City, and identified on the Tax Map of the City of Newark as Block 873, Lot 1.03 (the "Property"); (2) authorizes the sale of the Property to the Parking Authority for the nominal Purchase Price of One Dollar and Zero Cents (\$1.00) and the execution of the Agreement for the Sale of Land and Redevelopment (the "Redevelopment Agreement") in substantially the form attached hereto; and (3) authorizes the execution of related documents necessary to effectuate the sale of the Property, including the Deed in substantially the form attached to the Redevelopment Agreement.