

# ORDINANCE

No. 23-065

1<sup>st</sup> Reading DEC 07 2023<sup>1</sup>  
Public Hearing DEC 21 2023  
2<sup>nd</sup> Reading & Passage DEC 21 2023  
Withdrawn \_\_\_\_\_  
Lost \_\_\_\_\_

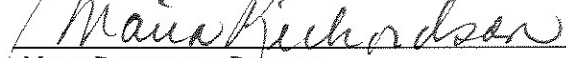
Date to Mayor 1-5-2024  
Date Returned 1-8-2024  
Date Resubmitted to Council \_\_\_\_\_

Approved as to Form and Legality



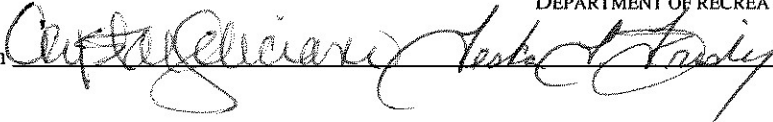
WESLEY BRIDGES, CITY ATTORNEY

Factual content certified by



MARIA RICHARDSON, DIRECTOR  
DEPARTMENT OF RECREATION, NATURAL RESOURCES, AND CULTURE

Councilman/woman



presents the following Resolution:

## **ORDINANCE AUTHORIZING THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 205 E. FRONT STREET IN THE CITY OF TRENTON, COUNTY OF MERCER, STATE OF NEW JERSEY, KNOWN AS MILL HILL PLAYHOUSE, PURSUANT TO N.J.S.A. 40A:12-14(c), TO THE PASSAGE THEATER**

**WHEREAS**, the City of Trenton is the present fee simple owner of the land and improvements located at 205 E. Front Street, and designated as Block 203, Lot 13 on the City of Trenton Tax Map (hereinafter, the "Property"); and

**WHEREAS**, pursuant to N.J.S.A. 40A:12-14(c) of the Local Lands and Buildings Law, the City is authorized to lease City-owned property to a non-profit corporation for a public purpose which includes creating and producing socially relevant new plays and arts programming that deeply resonate with and reflect the community (N.J.S.A. 40A:12-15(i)); and

**WHEREAS**, The Passage Theater, 205 E. Front Street, Trenton, NJ 08611, a non-profit organization, proposes to lease the Property for the public purpose of providing plays and programming (see Proposed Lease appended hereto as Attachment "A" which is incorporated herein by reference as if set forth more fully herein); and

**WHEREAS**, the City desires to lease the Property to The Passage Theater for the public purpose as stated herein.

**NOW, THEREFORE, IT IS ORDAINED** by the City Council of the City of Trenton as follows:

1. The City shall lease the Property to The Passage Theater in accordance with the proposed terms outlined in Attachment "A", which terms shall be more fully set forth in a Lease Agreement to be executed by both parties. The Lease Agreement shall contain the following pertinent provisions:

- a. Twenty (20) year lease term;
- b. Either party may terminate the Lease Agreement upon 120 days prior written notice to the other party; and

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- c. The monthly lease payment shall be \$1.00 with certain abatement allowances as indicated in the Attachment "A".
- 2. The Passage Theater shall be required to maintain liability insurance in an amount required by the City, and include the City as an "additional insured" on its liability policy.
- 3. The City shall be solely responsible for the payment of all charges for utility services. Certain internal repairs and maintenance will be the responsibility of The Passage Theater. Alterations, improvements, and additions to the property will be allowed, conditionally. The Passage Theater will not be held to the same bidding and procurement processes that the City is governed by or required to follow.
- 4. Pursuant to N.J.S.A. 40A:12-14(c), the Real Estate Officer of the Department of Housing and Economic Development, Division of Real Estate, shall be responsible for the enforcement of the conditions of the Lease Agreement.
- 5. Pursuant to N.J.S.A. 40A:12-14(c), The Passage Theater shall annually submit a report to the Real Estate Officer setting forth (i) the use to which the leasehold was put during each year, (ii) the activities undertaken by the lessee in furtherance of the public purpose for which the leasehold was granted, (iii) the approximate value or cost, if any, of such activities in furtherance of such purpose, and (iv) an affirmation of the continued non-profit status of The Passage Theater pursuant to both State and federal law.
- 6. The Mayor is hereby authorized to execute any and all documents necessary for the lease of the Property to The Passage Theater.
- 7. The City Clerk is hereby directed to publish this Ordinance as required by applicable law.
- 8. This Ordinance shall take effect after final passage and publication in accordance with applicable law.

INTRODUCTION:				MOTION: <i>Feliciano</i>				SECOND: <i>Figueroa Kettnerburg</i>				ORD. AUTHORED BY:				ADOPTION				MOTION: <i>Feliciano</i>				SECOND: <i>Figueroa Kettnerburg</i>											
INTRODUCTION				ADOPTION								INTRODUCTION				ADOPTION				INTRODUCTION				ADOPTION											
AYE	NAY	NV	AB	AYE	NAY	NV	AB	AYE	NAY	NV	AB	AYE	NAY	NV	AB	AYE	NAY	NV	AB	AYE	NAY	NV	AB	AYE	NAY	NV	AB	AYE	NAY	NV	AB				
EDWARDS	✓							GONZALEZ	✓							FRISBY	✓																		
FELICIANO	✓							HARRISON	✓																										
FIGUEROA KETTNERBURG	✓							WILLIAMS	✓																										

Adopted on first reading at a meeting of the City Council of the City of Trenton, NJ on DEC 07 2023

Adopted on second reading after the public hearing on DEC 21 2023

Mayor *[Signature]* APPROVED

Reconsidered by Council – Override Vote AYE  
NAY

President of Council *[Signature]*

City Clerk *[Signature]*