

City of Lambertville
ORDINANCE NUMBER 26-2021

An Ordinance Authorizing the Execution of a Lease Agreement Between the City of Lambertville and Fisherman's Mark for use of a Portion of the Property Owned by the City and Located at 260 N. Main Street (Block 1002, Lot 41).

WHEREAS, the City of Lambertville (the “**City**”), a municipal corporation of the State of New Jersey, with offices located at 18 York Street, Lambertville New Jersey 08530, owns the property shown on the City Tax Maps as Block 1002, Lot 41, commonly known as 260 N. Main Street (the “**Property**”); and

WHEREAS, Fisherman's Mark (“**Fisherman's Mark**”) has requested to lease a portion of the Property for use as a food pantry (the “**Leased Premises**”); and

WHEREAS, Fisherman's Mark is a New Jersey nonprofit corporation organization based in the City, and in accordance with its mission statement, provides programs to vulnerable populations that promote stability, health and education, while also providing responsive services such as food and affordable childcare services; and

WHEREAS, Fisherman's Mark wishes to provide a store-like environment to give City residents food to prepare meals that are affordable and healthy choices; and

WHEREAS, the Leased Premises at the Property are not currently being used by the City; and

WHEREAS, the use of the Leased Premises at the Property will allow Fisherman's Mark to continue to provide essential services for City residents in need; and

WHEREAS, the City may lease the Leased Premises to Fisherman's Mark by ordinance, pursuant to N.J.S.A. 40A:12-1 et. seq. of the Local Lands and Buildings Law; and

WHEREAS, there is a desire to approve a lease agreement with Fisherman's Mark for use of the Leased Premises, for a term of one (1) year, in the form set forth in the attached hereto as Exhibit A (the “**Lease Agreement**”).

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the City of Lambertville, as follows:

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The Municipal Council approves the execution of the Lease Agreement with Fisherman's Mark for use of the Leased Premises, as more fully described in the Lease Agreement.
3. The Mayor is authorized to execute the Lease Agreement in substantially the same form attached hereto as Exhibit A, and subject to such additions, deletions, modifications or amendments deemed necessary by the Mayor in her discretion in consultation with counsel, which

additions, deletions, modifications or amendments do not alter the substantive rights and obligations of the parties thereto.

4. If any section, paragraph, subdivision, clause, sentence, phrase or provision of this Ordinance is declared unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the remaining portions of this Ordinance.

5. The City Clerk is hereby directed to publish this Ordinance as required by applicable law and make the same available for public inspection.

6. This Ordinance shall take effect after twenty (20) days of its final passage by the Municipal Council, upon approval by the Mayor and publication as required by law.

INTRODUCTION AND FIRST READING: November 18, 2021

PUBLIC HEARING AND SECOND READING: December 16, 2021