

**RESOLUTION NO. 2-23-71  
BOROUGH OF HIGHLAND PARK  
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING THE PLANNING BOARD TO CONDUCT AN AREA IN NEED OF REDEVELOPMENT INVESTIGATION OF CERTAIN PROPERTY IDENTIFIED AS BLOCK 2202, LOTS 1, 13, 19, 31, 37, 38, AND 39 ON THE BOROUGH'S TAX MAP TO DETERMINE WHETHER THE PLANNING BOARD FINDS THAT THE PROPERTY SATISFIES THE LOCAL REDEVELOPMENT AND HOUSING LAW IN NEED CRITERIA AND SHOULD BE DECLARED IN NEED OF REDEVELOPMENT WITHOUT CONDEMNATION POWERS AND AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH LOONY RICKS KISS TO CONDUCT THE AREA IN NEED OF REDEVELOPMENT STUDY**

WHEREAS, the Local Redevelopment and Housing Law (the "LRHL"), N.J.S.A. 40A:12A-1 et seq., as amended and supplemented authorizes municipalities to determine whether certain parcels of land within the municipality constitute an area in need of redevelopment; and

WHEREAS, the Borough Council has determined to authorize the Highland Park Planning Board (the "**Planning Board**") to conduct a preliminary investigation of parcels identified on the Borough Tax Maps as Block 2202, Lots 1, 13, 19, 31, 37, 38, and 39, along with all streets and rights of way appurtenant thereto (collectively, the "**Study Area**") to determine whether all or a portion of the Study Area meets the criteria set forth in the LRHL, and whether all or a portion of said Study Area should be designated as an area in need of redevelopment; and

WHEREAS, the redevelopment area determination requested hereunder, in connection with the Study Area authorizes Borough Council to use all those powers provided by the LRHL for use in a redevelopment area except the power of eminent domain (a "**Non-Condemnation Redevelopment Area**"); and

WHEREAS, the Borough Council therefore authorizes and directs the Planning Board to conduct a preliminary investigation of the Study Area and to make recommendations to the Borough Council all in accordance with the LRHL; and

WHEREAS, Looney Ricks Kiss ("**LRK**") provided the Borough with a proposal attached hereto as *Exhibit A* (the "**Proposal**") setting forth the manner and costs of performing the area in need study of the Study Area, a copy of which is on file with the Borough; and

WHEREAS, the Borough wishes to enter into an agreement with LRK for a term to expire either within one (1) year after the effective date of such agreement, or upon completion of the area in need study for the Study Area, whichever is earlier, and for a contract amount not to exceed Sixteen Thousand Dollars (\$16,000.00), to be paid in accordance with the rates set forth in the Proposal; and

WHEREAS, the Borough hereby certifies that it has funds available to compensate LRK for the area in need study for the Study Area; and

**WHEREAS**, funds for this purpose are available in the Capital Fund Account No. C-04-55-814-001, in an amount not to exceed \$16,000.00, and will be provided for in the 2023 Municipal Budget as adopted, as reflected by the certification of funds by the Chief Financial Officer no. 2023-25.

**WHEREAS**, said services are of a professional nature as to come within the purview of the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*, as being a contract for rendition of professional services that do not require competitive bidding; and

**WHEREAS**, notice of the award of this contract shall be published in a newspaper of general circulation in accordance with *N.J.S.A. 40A:11-5(1)(a)(i)*,

**NOW THEREFORE, BE IT RESOLVED BY THE BOROUGH COUNCIL OF THE BOROUGH OF HIGHLAND PARK, NEW JERSEY AS FOLLOWS:**

**Section 1.** The foregoing recitals are incorporated herein as if set forth in full.

**Section 2.** The Planning Board is hereby authorized and directed to conduct an investigation, pursuant to the LRHL to determine if the Study Area satisfies the criteria set forth in the LRHL and should be designated a "Non-Condemnation Redevelopment Area."

**Section 3.** As part of its investigation, the Planning Board shall prepare a map showing the boundaries of the Study Area and the location of the parcel contained therein and appended thereto shall be a statement setting forth the basis of investigation.

**Section 4.** The Planning Board shall conduct a public hearing in accordance with the LRHL, after giving due notice of the proposed boundaries of the Study Area and the date of the hearing to any persons who are interested in or would be affected by a determination that the Study Area shall be an area in need of redevelopment.

**Section 5.** At the public hearing, the Planning Board shall hear from all persons who are interested in or would be affected by a determination that the Study Area is an area in need of redevelopment and evidence in support of those objection shall be received and considered by the Planning Board and shall be made part of the public record.

**Section 6.** After conducting its investigation, preparing a map of the Study Area and conducting a public hearing at which all objections to the proposed designation are received and considered, the Planning Board shall make a recommendation to the Borough Council as to whether the Borough Council should designate all or a portion of the Study Area as a Non-Condemnation Redevelopment Area.

**Section 7.** The Borough Council hereby authorizes a professional services agreement with LRK for a term to expire either within one (1) year after the effective date of such agreement, or upon the completion of the area in need study for the Study Area, whichever is earlier, and for a contract amount not to exceed \$16,000, to be paid in accordance with the rates set forth in the Proposal, all subject to the terms and conditions of the Borough's form professional services agreement.

**Section 8.** The Mayor is hereby authorized and directed to execute a professional services agreement in the form of the Proposal attached hereto as *Exhibit A*, with such changes,

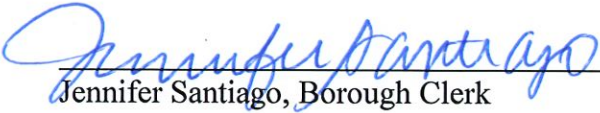
omissions or amendments as the Mayor deems appropriate in consultation with the Borough’s counsel and professionals.

**Section 9.** The Borough Clerk is hereby authorized and directed, upon execution of the Proposal in accordance with Section 8 hereof, to attest to the signature of the Mayor upon such documents and is hereby further authorized and directed to affix the corporate seal of the Borough upon such documents.

**Section 10.** If any part of this resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

**Section 11.** A copy of this resolution shall be filed in the Office of the Borough Clerk.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on February 21, 2023.

  
Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera	✓			
George	✓			
Hale	✓			
Hersh	✓			
Kim-Chohan	✓			
Postelnik			✓	

**Professional Services Agreement to  
Perform a Preliminary Investigation of  
Block 2202, Lots 1, 13, 19, 31, 37, 38 & 39;  
as a Non-Condensation Redevelopment Area**

This agreement made and entered into this 21ST day of February 2023, by and between the Borough of Highland Park, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Borough," and LRK Inc. (LRK), a planning and community design firm whose address is 1218 Chestnut Street, 5<sup>th</sup> Floor, Philadelphia, PA 19107, hereinafter referred to as the "Contractor."

WHEREAS, the New Jersey Local Redevelopment and Housing Law (the "LRHL"), at N.J.S.A. 40A:12A-1 et seq., as amended and supplemented authorizes municipalities to determine whether certain parcels of land within the municipality constitute an area in need of redevelopment.

WHEREAS, the Borough Council, at its regular meeting of February 21, 2023 adopted Resolution No. 2-23-71, authorizing the Planning Board to undertake a Preliminary Investigation of certain properties under various ownership and having various addresses on Raritan Avenue, South Second Avenue, South Third Avenue and Magnolia Street and specifically identified on the Borough Tax Maps as **Block 2202, Lots 1, 13, 19, 31, 37, 38 & 39** (collectively, the "Study Area") to determine whether all or a portion of the Study Area meets the criteria set forth in the LRHL, and whether all or a portion of said Study Area should be designated as an area in need of redevelopment.

WHEREAS, the Study Area is adjacent to various properties currently designated as an "Area in Need of Redevelopment" since or prior to 2005 and currently designated as an "Area in Need of Rehabilitation" since 2016.

WHEREAS, the redevelopment area determination requested hereunder, in connection with the Study Area authorizes the Borough Council to use all those powers provided by the LRHL for use in a redevelopment area, except the power of domain, and therefore is referred to as a "Non-Condensation Redevelopment Area."

NOW, THEREFORE, BE IT AGREED between the Borough and the Contractor that the Borough Council will retain the services of the Contractor to perform a Preliminary Investigation to determine whether part of the entirety of the Study Area as defined above is a "Non-Condensation Area in Need of Redevelopment Area" in accordance with statutory criteria as set forth in the LRHL.

**COMPENSATION**

Services for the Preliminary Investigation of the Study Area will be provided for a **fixed fee of \$12,500**. Additionally, services related to the preparation for and attendance at Planning Board meeting(s) and Redevelopment Entity / Borough Council meeting(s) in support of the project will be provided as **time and materials not to exceed \$3,500**, with hourly rates and reimbursable expenses as outlined in Exhibit B.

**In summary, the TOTAL fee will not exceed \$16,000.**

**SERVICES RELATING TO ANY ARBITRATION, MEDIATION, OR LAWSUIT**

Any and all efforts, reports, reviews, meetings, consultations, depositions, appearances, etc. requested of the Contractor or its forces and subconsultants relating or pertaining to any form of

arbitration, mediation or lawsuit between the Borough and any third party will be provided; and compensation will be invoiced to the Borough at then current LRK hourly rates.

### **MANDATORY LANGUAGE**

The Contractor and the Borough hereby incorporate into this Agreement the mandatory language of N.J.A.C. 17:27-1 et seq., promulgated pursuant to N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127, as it shall be amended and supplemented from time to time), and the Contractor agrees to comply fully with the terms, provisions and conditions regarding affirmative action which are included herein as Exhibit A to this Agreement. The Contractor has previously filed with the Borough Clerk, the employee information report (Form AA302), which is still in effect.

### **PROFESSIONAL LIABILITY**

Due to the nature of providing planning consulting services, it is understood and agreed that any and all liabilities of the Contractor relating to or arising out of this Agreement shall be limited to a maximum of the net fee received by the Contractor for all services rendered for each respective Project or part thereof, not including reimbursable expenses and subconsultants.

### **INDEMNIFICATION**

The Contractor hereby agrees and covenants to indemnify the Borough against any and all obligations or liabilities, indebtedness, claims, demands, suits or causes of action resulting from the performance of the within contract insofar as such consequences result from acts which constitute professional negligence or intentional torts of The Contractor, its agents, servants or employees.

### **INSURANCE**

The Contractor shall maintain or cause to be maintained in full force and effect insurance in such amounts and against such risks as follows:

- (a) Special form, comprehensive, or commercial General Liability Insurance coverage against claims for personal injury, death or property damage in an amount of not less than One Million Dollars and Zero Cents (\$1,000,000.00) with respect to injury or death of a single person and in the aggregate, and One Million Dollars and Zero Cents (\$1,000,000.00) with respect to property damage.
- (b) Workers Compensation Insurance coverage in the statutory amount. Employer's Liability Insurance coverage in an amount not less than Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) each accident; and,
- (c) Professional Liability Insurance coverage in an amount of not less than One Million Dollars and Zero Cents (\$1,000,000.00) for each claim.

Upon the execution of this Agreement, as well as upon the Borough's request from time to time, the Contractor shall provide to the Borough a certificate of insurance evidencing the coverages set forth above in (a) through (c) from an insurance company authorized to do business in New Jersey and having an A.M. Best Rating of at least an "A-". The Contractor shall also provide, upon the Borough's reasonable request, complete copies of the above policies of insurance.

### **WRITTEN NOTICE**

Any notices required to be given hereunder shall be in writing and, unless notified to the contrary, personally served or delivered, by registered mail, to the party's address as follows:

To the Borough:      BOROUGH OF HIGHLAND PARK  
221 SOUTH FIFTH AVENUE  
HIGHLAND PARK, NEW JERSEY 08904  
ATTN:TERI JOVER, BOROUGH ADMINISTRATOR


To Contractor:LRK INC.  
1218 CHESTNUT STREET, 5<sup>TH</sup> FLOOR  
PHILADELPHIA, PA 19107  
ATTN:JAMES CONSTANTINE, PP, PRINCIPAL

IN WITNESS THEREOF, the Borough of Highland Park and the Contractor have caused this Agreement to be duly executed by their proper agents who have been expressly authorized to execute this Agreement on their behalf as of the day and year first above written.

**ATTEST:**

By:   
Jennifer Santiago, Municipal Clerk

*Borough of Highland Park*

By:   
ELSIE FOSTER, Mayor

*LRK INC.*

By:   
JAMES CONSTANTINE, PP, Principal

## 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 AND SERVICES CONTRACTS

##### (Mandatory Language pursuant to N.J.A.C. 17:27-3.5)

[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:

- i. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program;
- ii. A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. An employee information report (Form AA302) electronically provided by the Division and distributed to the public agency, through the Division's website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

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 all 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, where applicable, 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.

**(Mandatory Language pursuant to N.J.A.C. 17:27-3.7)**

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.

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.

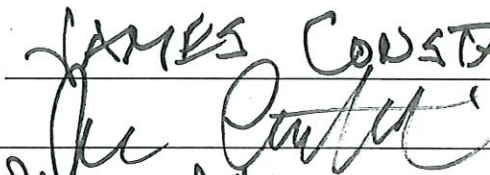
The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal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

**(Reference Language pursuant to N.J.A.C. 17:27-11.1)**

The contractor and its subcontractors shall furnish such reports and other documents to the Division or the Department as may be requested by the Division or the Department from time to time in order to carry out the purposes of these rules, and public agencies shall furnish such information as may be requested by the Division or the Department for conducting a compliance investigation pursuant to N.J.A.C. 17:27-10.

**ACKNOWLEDGEMENTS**

PRINT NAME JAMES CONSTANTINE  
SIGNATURE   
TITLE PRINCIPAL  
COMPANY NAME LCK Inc.  
ADDRESS 50 SOUTH B.B. KING BLVD, MEMPHIS, TN 38103



## **EXHIBIT B**

### **COMPENSATION FOR SERVICES**

The Contractor and staff shall be compensated by the Borough as per the Borough Planner Professional Services Agreement.

Reimbursable expenses will be invoiced at direct cost multiplied by a 10% handling fee and will include travel expense, document printing and reproduction, overnight delivery service (such as FedEx), and all other authorized expenditures. Reimbursable expense shall be included in invoices for professional fees.

Such payment shall be full compensation for work performed or services rendered necessary, including reimbursable expenses, to complete the scope of work. Payments to the Contractor shall follow submission of the Contractor's monthly invoices and shall be made within 30 days from submission of each invoice.



### Pay-To-Play Non-Fair and Open Contract Contribution Prohibition Language

Political Contribution Disclosure. This contract has been awarded to LRK Inc. based on the merits and abilities of LRK Inc. to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that LRK Inc., it's subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the *municipality/county* if a member of that political party is serving in an elective public office of that *municipality/county* when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that *municipality/county* when the contract is awarded.

[Signature] 4/3/23  
Sign Date

JAMES CONSTANTINE LRK Inc.  
Print Name and Company Name