

CITY COUNCIL**The City of Orange Township, New Jersey**DATE May 16, 2023NUMBER 218-2023**TITLE:**

A RESOLUTION AUTHORIZING AND RATIFYING THE AWARD OF A NON-FAIR AND OPEN PROFESSIONAL SERVICES AGREEMENT WITH INTEGRA REALTY RESOURCES-NORTHERN NJ, LLC, 301 SOUTH LIVINGSTON AVENUE, LIVINGSTON, NEW JERSEY FOR THE PREPARATION OF MARKET, FEASIBILITY, ECONOMIC IMPACT, VALUATION (APPRAISAL) ANALYSIS, FISCAL IMPACT AND PAYMENT IN LIEU OF TAXES (PILOT) STUDIES IN CONNECTION WITH CERTAIN PROPOSED DEVELOPMENT AND PROPOSED REDEVELOPMENT PROJECTS WITHIN THE CITY OF ORANGE TOWNSHIP FOR A PERIOD OF JANUARY 1, 2023 THROUGH DECEMBER 31, 2023 IN AN AMOUNT NOT TO EXCEED \$50,000.00.

WHEREAS, there exists a need for specialized real estate advisory and financial services to the City of Orange Township (the "City") in connection with various proposed development and proposed redevelopment projects within the City; and

WHEREAS, such specialized real estate financial services, valuation (appraisal) analysis can be performed by Integra Realty Resources-Northern, NJ. LLC, 301 South Livingston Avenue, Livingston, New Jersey; and

WHEREAS, THE CITY OF ORANGE TOWNSHIP desires to retain INTEGRA REALTY RESOURCES-NORTHERN NJ, LLC to provide real estate advisory and financial services, which shall include appraisals, fiscal impact and payment in lieu of taxes (Pilot) studies that will analyze factors including, but not limited to, the economic impact, municipal services impact, employment impact and overall community benefit these projects will have on the municipality in an amount not to exceed \$50,000.00; and

WHEREAS, per P.L. 2004, Chapter 19, as amended, provides for the awarding of a contract for "Professional Services" according to the non-fair and open process; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, INTEGRA REALTY RESOURCES-NORTHERN NJ, LLC, has completed and submitted a Business Disclosure Certification which certifies that it has not made any reportable contributions to a political or candidate committee in the City in the previous one (1) year, and that the contract will prohibit INTEGRA REALTY RESOURCES-NORTHERN NJ, LLC from making any reportable contributions throughout the term of the contract; and

WHEREAS, in certain instances with regard to development and/or redevelopment projects, Integra Realty Resources-Northern NJ, LLC will receive payment through escrow accounts funded by the development applicants; and

WHEREAS, in certain instances where the work performed by Integra Realty Resources-Northern NJ, LLC is not directly related to a specific development and/or redevelopment project, invoices will be paid by municipal funding; and

WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, a copy of which is attached hereto certifying that funds will be available for this purpose in Account No. 3-01-20-170-000-528, contingent upon

Council approval and inclusion of said item in the Temporary Budget and adopted 2023 Budget, there will be sufficient funds to contract with Integra Realty Resources; and

WHEREAS, the Chief Financial Officer for the City of Orange Township certifies that funds will be secured for each project into its dedicated escrow account prior to work commencing, and, therefore funds will be available to contract with **INTEGRA REALTY RESOURCES-NORTHERN NJ, LLC** for specialized real estate advisory and financial services to the City of Orange Township in connection with various proposed development and proposed redevelopment projects.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange Township as follows:

1. The Mayor is hereby authorized and directed to execute the attached Agreement with Integra Realty Resources-Northern NJ, LLC to prepare MARKET, FEASIBILITY, ECONOMIC IMPACT, VALUATION (APPRAISAL) ANALYSIS, FISCAL IMPACT and PAYMENT IN LIEU OF TAXES (PILOT) STUDIES in connection with specific development projects proposed in the CITY OF ORANGE TOWNSHIP.
2. That this contract is awarded in accordance to the non-fair and open process under provisions of P.L. 2004, Chapter 19, as amended.
3. Notice of this action shall be printed in the Orange Transcript as required by law within ten (10) days of its passage.
4. The agreement herein and this resolution are contingent upon certification of funds appropriate funding to render payment for services provided within.

Adopted: May 16, 2023

Joyce L. Lanier, RMC
City Clerk

Tency A. Eason
Council President

CITY OF ORANGE TOWNSHIP
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
NEXT BUDGET

I, Nile Clements, Chief Financial Officer for the City of Orange Township, do hereby confirm that based on the Quote or RFP, RFQ, bid results or "extraordinary unspecifiable services" without competitive bids for 2023 service contract, and the resolution to be presented to the Council for approval, and contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2023 Budget, there will be sufficient funds to contract with:

Vendor Name: Integra Realty Resources

Address: 25A Vreeland Road
Suite 100

City: Florham Park
State: New Jersey
Zip Code: 07932

Purpose: Appraisal analysis & fiscal impact studies of proposed developments
Vendor ID: VALUE010

Temporary Budget: \$ 12,500.00
Fund: Current Fund
Line Description PLD - Planning Division - Contractual Services
Account Numbers(s): CY'23 3-01-20-170-000-528

The remainder of: \$ 37,500.00
will be provided in
Fund: Current Fund
Line Description PLD - Planning Division - Contractual Services
Account Numbers(s): CY'23 3-01-20-170-000-528

Purchase Order #: 23-01127

Amount not to exceed: \$ 50,000.00


Division Head 5/10/23
Date

Nile Clements
Chief Financial Officer 5/9/2023
Date



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	INTEGRA REALTY RESOURCES-NORTHERN NEW JERSEY LLC
Trade Name:	
Address:	25A VREELAND ROAD, SUITE 100 FLORHAM PARK, NJ 07932
Certificate Number:	0107292
Effective Date:	February 03, 1998
Date of Issuance:	January 25, 2022

For Office Use Only:
20220125163051335

Integra Realty Resources
Northern New Jersey

25A Vreeland Road
Suite 100
Florham Park, NJ 07932

T: 973-422-9800
F: 973-422-9797
www.irr.com/northernnj



May 3, 2023

Christopher Hartwyk, BA
Christopher Mobley, Economic Development
City of Orange Township
Planning Department
29 North Day Street
Orange, NJ 07050

SUBJECT: Proposal/Authorization for Valuation and Consulting Services
Payment in Lieu of Taxes/Fiscal Impact Study - 2023
Property Address/Location (the "Subject Property")

Gentlemen:

Upon your acceptance of this letter agreement, Integra Realty Resources (IRR)-Northern New Jersey, will provide real estate consulting and valuation services for the City of Orange Township (the City). The intent of this proposal is to assist the City in identifying priority development sites, formulate a plan for attracting new development and redevelopment, create a business retention strategy, prepare valuations of various properties for potential acquisition and prepare fiscal impact and Payment in Lieu of taxes (PILOT) studies. The Client and Intended User of the assignment is the City of Orange Township.

The assignments will be prepared in conformance with and subject to, the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the *Uniform Standards of Professional Appraisal Practice* (USPAP) developed by the Appraisal Standards Board of the Appraisal Foundation.

As per your request, the following is a proposal to provide real estate consulting services to the client(s) regarding the above captioned property.

The scope of our analysis will include:

Preparation of Development Options Analysis, Fiscal Impact and PILOT Studies

Development Options Analysis

- Assist the City in determining priority development sites and/or projects.
- Assist the City in determining a proposed development plan for each priority site or evaluate proposed plans
- Assist the City in formulating a marketing strategy for attracting new development/redevelopment and business retention

Fiscal Impact Studies and PILOT studies may include:

- A complete description of the proposed project
- Analysis of the project pro forma
- An analysis of the total project costs
- Estimate the potential real estate taxes for the property – without the PILOT. This will include an analysis of the project economics and perform a valuation of the property based on property tax assessment standards and New Jersey Tax Court valuation methodology and protocol.
- Estimate the feasible PILOT amount. This will include a feasibility analysis that will consider the cost to develop, inclusive of other subsidies relative to the value of the project to determine an appropriate PILOT amount to achieve project feasibility. The study will include an analysis of the project pro forma, market analysis, operating projections, project valuation and project returns.
- An analysis of what impact, if any, the proposed project will have on the municipal school system.
- An analysis of the impacts to municipal services.
- An analysis of what jobs may be created as a result of the project. The focus will be on temporary, typically construction workers, and permanent jobs.
- An analysis of the community benefits of the project.
- Meetings with the Board of Education, Police Department, Fire Department and other municipal officials as necessary.

Valuation Services:

Properties within the municipality may be acquired to facilitate redevelopment efforts. To fully analyze the value of the subject properties, the following basic information will be required, to the extent available:

- A contact person to assist in arranging site inspections and review development information.
- All municipal records for each property to be appraised including zoning, planning, assessment records.

As directed by council, all appraisals will be prepared in the event condemnation is required.

Due to the complexity of this assignment additional data may be required during our analysis. Therefore, IRR-NNJ will require a contact person to be available to answer any additional questions or provide additional information as needed. If any of the information is not available, please let us know prior to our preparation of the reports.

There are no appraisal assignments anticipated at this time. Fees will be submitted when assignments are requested.

FIS/PILOT Studies

Budget \$4,000 to \$9,500 per report. A full budget amount cannot be provided since we do not know which of the assignments will take place during the fiscal year and to what extent economies of scale will help in reducing the overall cost. We are anticipating that much of the data used in the first assignment will be applicable to many other assignments. This would include portions of the school impact study, public works analysis and sanitation costs.

Consulting Assignments and Expert Testimony

All other consulting services, attendance at meetings or conferences and expert testimony outlined in this proposal will be billed at the following hourly rates:

Directors:	\$225.00/hour
Analysts:	\$150.00/hour
Support Staff:	\$ 75.00/hour

A representative of our firm will not engage in any related consulting assignments or expert testimony until all outstanding fees are satisfied in full.

Time and Performance

Services provided by IRR-NNJ will be consistent with the skill and care ordinarily exercised by members of our profession. Analysis, conclusions, and opinions developed in our assignment assignments will be prepared in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute. All reports will be delivered at a mutually agreeable time when the reports are commissioned by the City.

In accordance with our correspondence, the scope of this assignment will require IRR-Northern New Jersey to consider all relevant and applicable approaches to value as determined during the course of our research, Subject Property analysis and preparation of the report.

The assignment will be communicated in a comprehensive Format that will summarize our analysis and conclusions. All work will be performed under the direct supervision of the undersigned, together with other staff members. The assignment and this letter agreement will be subject to our standard assumptions and limiting conditions a copy of which is attached as Attachment I. The fees will be due and payable within 30 days of the delivery of the reports. It is understood that simple interest of 15% per annum will accrue on any unpaid balance, subject to reduction pursuant to any applicable usury law. We shall also be entitled to recover our costs (including attorneys' fees), associated with collecting any amounts owed or otherwise incurred in connection with this assignment. If the assignment is cancelled by either party prior to completion, you agree to pay us for all our expenses and our time to date based upon the percentage of work completed. Upon default, we shall be permitted to file a lien against the Subject Property for any amounts owed pursuant to this engagement.

IRR-Northern New Jersey shall not provide a copy of the written report to, or disclose the results of the analysis prepared in accordance with the Agreement with any party other than the Client, unless the Client authorizes that action, except as stipulated in the Confidentiality Section of the Ethics Rules of the Uniform Standards of Professional Appraisal Practice (USPAP)

The Client may cancel this Agreement at any time prior to our final delivery of the Report upon notification to IRR-Northern New Jersey. Client shall pay IRR – Northern New Jersey for work completed on the assignment prior to IRR-NNJ's receipt of written cancellation notice, unless otherwise agreed to by the parties.

IRR-Northern New Jersey cannot agree to provide a result that is contingent on a predetermined amount. IRR-Northern New Jersey cannot guarantee the outcome of the assignment in advance. IRR-Northern New Jersey cannot insure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by the Client or others or advance any particular cause. IRR's opinion of value will be developed competently and with independence, impartiality and objectivity.

If you are in agreement with the terms set forth in this letter and wish us to proceed with the engagement, please provide the appropriate municipal resolutions approving our engagement. Thank you for this opportunity to be of service and we look forward to working with you.



INTEGRA REALTY RESOURCES – NORTHERN NEW JERSEY

Name: Arthur A. Linfante, MAI, CRE
Title: Managing Director

CITY OF ORANGE TOWNSHIP

Name: Dwayne D. Warren, Esq.

_____ Date: _____

Title: Mayor

(Attest)

Joyce L. Lanier
Municipal Clerk

_____ Date: _____

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF ORANGE TOWNSHIP, NEW JERSEY**

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

any member of Integra Realty Resources (Contractor) has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one-year period preceding the date of reorganization to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the **CITY OF ORANGE TOWNSHIP** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Dwayne D. Warren	
Tency A. Eason	
Quantavia Hilbert	
Weldon M. Montague, III	
Jamie Summers-Johnson	
Clifford R. Ross	
Adrienne Wooten	
Kerry J. Coley	

Part II – Ownership Disclosure Certification

X - I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership Corporation Sole Proprietorship Subchapter S Corporation
 Limited Partnership Limited Liability Corporation Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Arthur A. Linfante	2902 Appleton Way, Whippany, NJ
Paul T. Beisser	24 Braemar Court, Berkeley Heights, NJ

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Integra Realty Resources Northern New Jersey

Signed: [Signature] Title: Managing Director Print Name: ARTHUR LINFANTE Date: 4-5-2023

Subscribed and sworn before me the <u>3rd</u> day of <u>May</u> , 20 <u>23</u>	<u>[Signature]</u> (Affiant)
My Commission expires:	<u>ARTHUR LINFANTE - MANAGING DIRECTOR</u> (Print name & title of affiant) (Corporate Seal)

SUSAN B. KENNEDY
Notary Public, State of New Jersey
Comm. # 2281172
My Commission Expires 2/23/2027

