

CITY COUNCIL

The City of Orange Township, New Jersey

DATE February 6, 2024

NUMBER 85-2024

TITLE: AMENDED

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CITY OF ORANGE TOWNSHIP AND HENDRICKS APPRAISAL COMPANY, LLC., REAL ESTATE APPRAISALS RESEARCH & CONSULTING, SEVEN HUTTON AVENUE, WEST ORANGE, NEW JERSEY 07052 FOR REAL ESTATE APPRAISAL SERVICES FROM A PERIOD OF JANUARY 1, 2024 THROUGH DECEMBER 31, 2024 IN AN AMOUNT NOT TO EXCEED \$30,000.00

WHEREAS, Hendricks Appraisal & Company, LLC (“Hendricks”) responded to the City of Orange Township’s Request for Qualifications pursuant to a fair and open process for a professional services agreement for appraisal services for the year 2024; and

WHEREAS, two (2) bids were received in response to the Request for Qualifications; and

WHEREAS, Municipal Council of the City of Orange Township did approve by Resolution 509-2023 the two bidders to serve as Appraiser/Consultant services to the City of Orange Township for a period of January 1, 2024 through December 31, 2024; and

WHEREAS, Resolution #509-2023 did not establish a contract and only listed qualified professionals for consideration for Appraiser/Consultant services; and

WHEREAS, a separate resolution is needed to enter into a contract for the Appraisers/Consultants services; and

WHEREAS, Hendricks has agreed to provide appraisal services for the calendar year 2024, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A” 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. 4-01-20-150-000-528, contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2024 Budget, there will be sufficient funds to contract Hendricks Appraisal Company, LLC., Real Estate Appraisals Research & Consulting.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Orange Township, that the Mayor is hereby authorized to enter into agreements with Hendricks Appraisal & Company, LLC., for real estate appraisal services from a period of January 1, 2024 through December 31, 2024 in an amount not to exceed \$30,000.00.

Adopted: February 6, 2024

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President


A M BRATH

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 2024 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 2024 Budget, there will be sufficient funds to contract with:

Vendor Name: Hendricks Appraisal Co. LLC.
Address: Seven Hutton Avenue

City: West Orange
State: New Jersey
Zip Code: 07095

Purpose: Real Estate Appraisal research & consulting
Vendor ID: HENDR010

Temporary Budget: \$ 7,500.00
Fund: Current Fund
Line Description ASR - Assessor - Contractual Services
Account Numbers(s): CY'24 4-01-20-150-000-528

The remainder of: \$ 22,500.00
will be provided in
Fund: Current Fund
Line Description ASR - Assessor - Contractual Services
Account Numbers(s): CY'24 4-01-20-150-000-528

Purchase Order # : 24-00311

Amount not to exceed: \$ 30,000.00

Division Head

Date

Nile Clements

1/29/2024

Chief Financial Officer

Date

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)

Hendricks Appraisal Co LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Other (see instructions) ▶

Exemptions (see instructions):

Exempt payee code (if any) _____

Exemption from FATCA reporting
code (if any) _____

Address (number, street, and apt. or suite no.)

7 Hutton Avenue

Requester's name and address (optional)

City, state, and ZIP code

West Orange New Jersey 07052

List account number(s) here (optional)

Print or type
See specific instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

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Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

2	2	-	2	6	3	7	9	5	0
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person ▶

Date ▶

11/15/13

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1448 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1448 require a partnership to presume that a partner is a foreign person, and pay the section 1448 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1448 withholding on your share of partnership income.

AGREEMENT

This is an agreement, made on _____ 2024 between the City of Orange Township, (the "City") with an address at 29 North Day Street, Orange, New Jersey 07050, and 4. Hendricks Appraisal Company, LLC, with an address at Seven Hutton Avenue, West Orange, New Jersey 07050.

RECITALS

WHEREAS, the City is a municipal corporation of the State of New Jersey, and has its principal place of business at 29 North Day Street, Orange, New Jersey 07050.

WHEREAS, the City hereby retains the services of Hendricks Appraisal Company, LLC ("**Consultant**") to provide professional appraisal services on real property within the City.

NOW, THEREFORE, the City engages the services of Consultant, and in consideration of the recitals and the mutual promises contained in this agreement, the parties agree as follows:

1. This agreement shall be effective commencing January 1, 2024 of the City Council of the City of Orange Township, and shall terminate on December 31, 2024.

SERVICES

2. **Consultant** shall render professional real estate appraisal services in accordance with its qualification proposal, that was submitted to the City.

USE OF AGENTS OR ASSISTANTS

3. To the extent reasonably necessary for **Consultant** to perform the duties under this contract, the Consultant, Hendricks Appraisal Company, LLC, appraisal experts, pursuant to contract herein, shall provide the services of Mark E. Hendricks, as its real estate appraiser for the City pursuant to contract herein, shall provide the services of Mark E. Hendricks, as its real estate appraiser for the City.

THE COST OF SUPPLIES AND EQUIPMENT

4. The cost of supplies, equipment and facilities necessary for **Consultant** to meet its obligations under the term of this agreement shall be solely borne by Consultant.

FEE

5. For services to be rendered under this agreement, the **Consultant** shall be entitled to a fee not to exceed \$30,000.00.

DEVOTION OF TIME

6. **Consultant** shall devote sufficient time to the performance of the duties under this agreement as is reasonably necessary for a satisfactory and expedient performance. Should the City require additional services not included in this agreement, **Consultant**, shall, subject to Paragraph 5, make a reasonable effort to perform these additional services without decreasing the effectiveness of the performance of the duties required by this agreement.

INSURANCE

7. **Consultant** (1) shall be an independent contractor and not an employee, agent or sub-contractor of the City under this agreement; (2) shall maintain a policy of liability insurance in the minimum amount of \$500,000.00 to cover any claims arising out of the performance of the services under this agreement; and (3) shall further indemnify, save harmless, and defend the City from any claims arising from any act or omission of **Consultant** or the agents, employees or sub-contractors.

PRIOR AGREEMENT SUPERSEDED

8. This agreement constitutes the sole agreement of the parties and supersedes any and all prior understandings or written or oral agreements between the parties to this agreement with respect to its subject matter. No other agreement, statement, or promise relating to the subject matter of this agreement that is not contained in it shall be valid or binding.

ASSIGNMENT

9. Neither this agreement nor any duties or obligations under this agreement shall be assigned or delegated by **Consultant** without the prior written consent of the City. In the event of an assignment and/or delegation by **Consultant** to which the City has consented, the assignee or the assignee's legal representative shall agree in writing with the City personally to assume, perform, and be bound by the covenants, obligations, and agreements contained in this agreement.

PARTIES BOUND

10. This agreement shall be binding on and inure to the benefit of the parties to this agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns unless expressly prohibited by this agreement.

INDEMNIFICATION/HOLD HARMLESS

11. **Consultant** agrees to indemnify, and hold harmless the City its elected and appointed officials, employees and volunteers and others working on behalf of the City, against any and all claims, actions, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, which arises out of or is in any way connected or associated with this Contract. This indemnification includes, the Contract, without limitation, expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage arising or resulting from the **Consultant's** participation in the Contract.

ATTORNEY'S FEES

12. If any action at law or in equity is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief that may be available.

GOVERNING LAW

13. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this agreement, shall be governed by and construed in accordance with the laws of the State of New Jersey.

AMENDMENT

14. This agreement can only be amended or modified in writing executed by both parties to this agreement.

LEGAL CONSTRUCTION

15. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not effect any other provision of this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

NOTICE

16. All notices and other communications shall be sent by certified mail, return receipt requested, and shall be deemed to have been given when sent to the parties at their respective addresses as set forth above, unless a different address has been selected after the execution of this agreement and has been duly communicated to the party giving notice.

IN WITNESSED WHEREOF, the parties execute this agreement on the day and year first written above.

CITY OF ORANGE TOWNSHIP

By: _____
Dwayne D. Warren, Esq., Mayor

ATTEST:

Joyce Lanier, Municipal Clerk

HENDRICK APPRASAL COMPANY, LLC

By: _____
Mark Hendrick

ATTEST:

Approved as to form and sufficiency:

Gracia Robert Montilus
City Attorney

CITY COUNCIL

The City of Orange Township, New Jersey

DATE December 19, 2023

NUMBER 509-2023

TITLE: A RESOLUTION AUTHORIZING A LIST OF APPRAISERS/CONSULTANTS TO REPRESENT THE CITY OF ORANGE TOWNSHIP IN REGARD TO APPRAISAL AND VALUATION ON REAL PROPERTY ON AN AS NEEDED BASIS FOR A PERIOD OF ONE (1) YEAR FROM JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

WHEREAS, on October 12, 2023 and October 13, 2023, the City of Orange Township published Request for Qualifications seeking expert real estate advice relating to appraisal and valuation services on real property within the City of Orange Township, (the "City") and

WHEREAS, two (2) firms submitted resumes in response to the Request for Qualifications; and

WHEREAS, the Qualified Purchasing Agent evaluated the background and experience of each firm submitting responses to the City's Request for Qualifications; and

WHEREAS, the City Attorney approves the law firms:

- 1. Hendricks Appraisal Company, LLC
Seven Hutton Avenue
West Orange, New Jersey 07052
- 2. Sockler Realty Services Group
299 Ward Street, Suite C
Metuchen, New Jersey 08520

WHEREAS, the City Attorney has determined that the above referenced firms are qualified to provide the services as set forth above.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Orange Township, that the Mayor be and is hereby authorized to enter into Agreements with said firms as required.

Adopted: December 19, 2023

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President



Tency A. Eason

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 188
TREASURY BUILDING-4000

TAXPAYER NAME:

HERBERTS APPARAL COMPANY, L.L.C.

TRADE NAME:

TAXPAYER IDENTIFICATION#:

220-627-6200000

SEQUENCE NUMBER:

1012305

ADDRESS:

8801 NORTHERN AVENUE
WEST ORANGE, NJ 07060-4000

ISSUANCE DATE:

09/01/03

EFFECTIVE DATE:

01/01/07

FORM-BRC(09-01)

This Certificate is NOT assignable or transferable. It must be continuously displayed at above address.

[Handwritten Signature]

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To Ordinance #4-70, et seq.
CITY OF ORANGE TOWNSHIP, NEW JERSEY**

Part I - Vendor Affirmation

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

HENRICKS APPRAISAL COMPANY, LLC

(Contractor)

has not made and will not make any reportable contributions pursuant to Ordinance 4-70 et seq. that would bar the award of this contract in the one year period preceding the date of reorganization to any of the following named candidate committees, 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(b), (c) and (d).

Mayor	
Rep. Warren	
Rep. Kelly	
Rep. Martin	
Rep. Wright	
Rep. Torres	
Rep. Adams	
Rep. Blawie	
Rep. Gargano	
Rep. Haddad	
Rep. Long	
Rep. Pappalardo	
Rep. Sarno	
Rep. Verrone	
Rep. Zappala	

Part II - Ownership Disclosure Certification

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
MARK HENRICKS	4 LUCIANNA LANE, EAST HADDON, N.J.

Part III - 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: HENRICKS APPRAISAL COMPANY, LLC

Signed: [Signature] Title: PRESIDENT

Print Name: Mark Hendricks 11-9-2023

Subscribed and sworn before me the <u>10</u> day of <u>Nov</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>JOSEPH P. BRENNAN JR.</u> (Print name of Notary Public) State of New Jersey