

**LINWOOD COMMON COUNCIL  
AGENDA OF REGULAR MEETING  
June 23, 2021**

**CALL TO ORDER**

**NOTICE OF THIS MEETING HAS BEEN  
PUBLISHED IN ACCORDANCE WITH THE  
REQUIREMENTS OF THE OPEN PUBLIC MEETINGS ACT.**

**FLAG SALUTE:** Councilwoman June Byrnes

**ROLL CALL**

**APPROVAL OF MINUTES WITHOUT FORMAL READING**

**ORDINANCES**

**14 OF 2021** AN ORDINANCE AMENDING CHAPTER 183 NUISANCES, ARTICLE I PROHIBITIONS, SECTION 183-1, PROHIBITED USES, AND ARTICLE IV. PENALTIES, SECTION 183-5 VIOLATIONS AND PENALTIES OF THE CODE OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.  
*FIRST READING:* June 9, 2021  
*PUBLICATION:* June 14, 2021  
*PASSAGE:* June 23, 2021

**RESOLUTIONS WITHIN CONSENT AGENDA**

All matters listed under item, **Consent Agenda**, are considered to be routine by City Council, and will be enacted by one motion in the form listed. Any items requiring expenditure are supported by a Certification of Availability of Funds and any item requiring discussion will be removed from the Consent Agenda and discussed separately. All Consent Agenda items will be reflected in full in the minutes.

**124-2021** A Resolution acknowledging receipt and review of the City of Linwood Construction Certificate Management Procedures (CCMP)  
**125-2021** A Resolution joining the establishment of the Central Municipal Court of Atlantic County  
**126-2021** A Resolution authorizing the refund of various tax overpayments made by Corelogic Mortgage  
**127-2021** A Resolution authorizing disposal of surplus property  
**128-2021** A Resolution awarding a Non-Competitive Contract for Professional Services to William McLees Architecture, LLC for Architectural Services in the City of Linwood  
**129-2021** A Resolution approving Change Order No. 1 with Landberg Construction, LLC with regard to the resurfacing of Wabash Avenue Phase II in the City of Linwood

**APPROVAL OF BILL LIST: \$171,872.93**

**MEETING OPEN TO THE PUBLIC**

**FINAL REMARKS BY MAYOR AND COUNCIL**

**ADJOURNMENT**

ORDINANCE NO. 14, 2021

AN ORDINANCE AMENDING CHAPTER 183 NUISANCES, ARTICLE I PROHIBITIONS, SECTION 183-1, PROHIBITED USES, AND ARTICLE IV. PENALTIES, SECTION 183-5 VIOLATIONS AND PENALTIES OF THE CODE OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.

BE IT ORDAINED, by the Common Council of the City of Linwood, County of Atlantic and State of New Jersey as follows:

SECTION 1: Chapter 183, Article I, Section 183-1 Prohibited uses, Section B(2)(b)[10], is hereby amended to read as follows:

[10] A commercial establishment, which is licensed and authorized to sell alcoholic beverages, from which loud noise emanates as a result of musical instruments, bands, mechanical musical devices and/or any sound reproduction device, including but not limited to megaphones, air horns and whistles, live entertainment or patrons, from either the inside or any outside portion of such establishment, shall be in violation of this section whenever such noise is significantly audible, to be determined at the sole discretion of the enforcing authority, at the property line of the source from where it emanates. All outside music must end by 10:00 p.m. Sunday through Thursday and by 11:00 p.m. Friday and Saturday.

SECTION 2: Chapter 183, Article IV, Section 183-5 Violations and penalties, is hereby amended to read as follows:

Any person who shall violate any of the provisions of this chapter shall, upon conviction, be punished by a fine of at least \$250 but not to exceed \$500 for the first offense (no penalty will be imposed for a first offense for a commercial entity if the business certifies that it has corrected the condition and provides satisfactory and verifiable evidence of the correction), a fine of at least \$750 but not to exceed \$1,500 for the second offense, and a fine of at least \$1,500 but not to exceed \$2,500 for the third offense.

SECTION 3: All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 4: Should any sentence, clause, sentence, phrase or provision of this ordinance be declared unconstitutional or invalid by a Court of competent jurisdiction, such decision shall not affect the remaining portions of this ordinance.

SECTION 5: This ordinance shall take effect upon its final passage, publication and adoption in the manner prescribed by law.

<i>FIRST READING:</i>	<i>June 9, 2021</i>
<i>PUBLICATION:</i>	<i>June 14, 2021</i>
<i>PASSAGE:</i>	<i>June 23, 2021</i>

The within Ordinance was introduced at a meeting of the Common Council of the City of Linwood, County of Atlantic and State of New Jersey held on, June 9, 2021 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on June 23, 2021.

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LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

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DARREN MATIK, MAYOR

**RESOLUTION No. 124, 2021**

A RESOLUTION ACKNOWLEDGING RECEIPT AND REVIEW OF THE CITY OF LINWOOD CONSTRUCTION CERTIFICATE MANAGEMENT PROCEDURES (CCMP)

**WHEREAS**, effective January 1, 2021, FEMA issued an Addendum to the Community Rating System Coordinator Manual to serve as a "bridge" between the existing guidance materials and the more comprehensive update to implement the National Flood Insurance Program (NFIP); and

**WHEREAS**, the City of Linwood City Construction Department reviewed the Addendum and determined that there is a new prerequisite requirement for the City to have written procedures for the management of its floodplain-related construction certificates, including Elevation Certificates, and has created The Construction Certificate Management Procedures (CCMP); and

**WHEREAS**, the City of Linwood maintains Floodplain Management Regulations under Chapter 155 "Flood Damage Prevention," which outlines the duties and responsibilities of the Floodplain Management Administrator and requires an elevation certificate of the lowest floor elevations of all new or substantially improved structures;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that the City of Linwood acknowledges receipt and has reviewed the updated Construction Certificate Management Procedures (CCMP) and find them to be consistent with the Floodplain Management Regulations under Chapter 155 "Flood Damage Prevention."

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 23rd day of June, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23rd day of June, 2021.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
DARREN MATIK, MAYOR

APPROVED: \_\_\_\_\_

**RESOLUTION No. 125, 2021**

A RESOLUTION JOINING THE ESTABLISHMENT OF THE CENTRAL MUNICIPAL COURT  
OF ATLANTIC COUNTY

**WHEREAS**, due to the rising cost of Governmental Services it is incumbent upon local governments to seek ways to streamline and share services so as to reduce the tax burden upon local government constituents; and

**WHEREAS**, the State of New Jersey encourages the concept of shared services and specifically authorizes shared services pursuant to N.J.S.A. 40A:65-1, et seq.; and

**WHEREAS**, N.J.S.A. 2B:12-1 requires every municipality to establish a municipal court either on a standalone basis or by entering into an agreement to establish a joint municipal court with two or more municipalities pursuant to N.J.S.A. 2B:12-1(b) or by entering into a shared court arrangement with two or more municipalities pursuant to N.J.S.A. 2B:12-1(c); and

**WHEREAS**, the City of Linwood currently is in a shared municipal court arrangement with the City of Northfield pursuant to N.J.S.A. 2B:12-1(b); and

**WHEREAS**, Atlantic County Executive Dennis Levinson, by letter dated July 17, 2020 invited the County's 23 municipalities to explore the establishment of a county based municipal court and tasked Atlantic County Counsel to lead a committee consisting of interested municipal officials; Judges and officials of the Atlantic County Court System; and

**WHEREAS**, officials from various municipalities, along with representatives of the Superior Court participated in committee meetings to establish the framework for a countywide municipal court; and

**WHEREAS**, those discussions included discussions by County Counsel and court representatives with the Atlantic County Mayors' Association and the Atlantic County Police Chiefs' Association; and

**WHEREAS**, County Counsel and one or more court representatives have made presentations to the governing bodies of various municipalities concerning this program; and

**WHEREAS**, those discussions have resulted in a document entitled Agreement Establishing the Central Municipal Court of Atlantic County (the "Agreement"), which document establishes the formation of a countywide municipal court and the respective rights and obligations of the respective parties; and

**WHEREAS**, the Agreement calls for the Central Municipal Court to commence operations as of January 1, 2022 and is for an initial ten (10) year term; and

**WHEREAS**, the governing body of the City of Linwood has had an opportunity to review the Agreement and all of its details; and

**WHEREAS,** the Agreement will result in substantial budgetary savings to the Municipality and will enable the Municipality to make more efficient use of its police resources and will result in better utilization of municipal office space and otherwise benefits the health, safety, and welfare of the citizens of this municipality;

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Linwood that it does hereby authorize the Mayor to execute the Agreement and does hereby agree to undertake all of the necessary steps to dissolve its current municipal court arrangement and to commence its membership in the Central Municipal Court of Atlantic County effective January 1, 2022.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 23rd day of June, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23rd day of June, 2021.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
DARREN MATIK, MAYOR

APPROVED: \_\_\_\_\_

**RESOLUTION No. 126, 2021**

A RESOLUTION AUTHORIZING THE REFUND OF VARIOUS TAX OVERPAYMENTS MADE  
BY CORELOGIC MORTGAGE

**WHEREAS**, certain owners of real estate situated in the tax district of the city of Linwood have paid their 2021 property taxes in accordance with the provisions of the statute so made and provided; and

**WHEREAS**, certain property owners have overpaid their 2021 property taxes due to duplicate payments made by CoreLogic Mortgage in the amounts set forth on the list attached hereto and made part of; and

**WHEREAS**, CoreLogic has requested the refunds of the 2021 Tax overpayments for the properties listed;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that the Chief Financial Officer of the City of Linwood be and is hereby authorized, empowered and directed to execute and deliver a draft in favor of CoreLogic Refunds Dept., 3001 Hackberry Road, Irving, TX 75063 in the amount of the overpayments \$ 7,515.26 set forth on the attached list in order to refund monies representing overpayment of taxes to said property owner.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 23rd day of June, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23rd day of June, 2021.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
DARREN MATIK, MAYOR

APPROVED: \_\_\_\_\_



Good Afternoon,

I am requesting that the below parcels be refunded back to Core Logic due to overpayments. Refunds and returned checks can be sent to: CoreLogic Refunds Dept 3001 Hackberry Road, Irving, TX 75063. Please reference the parcel number and amount returned on all funds remitted back to Corelogic for processing.

**Block Lot amount**

22	6	\$ 12.99	
40	68	\$ 6,223.00	
53	8	\$ 640.08	(OVERPAYMENT CREDITED TO 3 <sup>RD</sup> QTR.) <u>NO REFUND.</u>
127	5	\$ 7.58	(OVER PAYMENT CREDITED TO 3 <sup>RD</sup> QTR.) <u>NO REFUND.</u>
150 -2 - C0413		\$ 1,279.27	
164	6.01	\$ 800.00	(OVERPAYMENT CREDITED TO 3 <sup>RD</sup> QTR.) <u>NO REFUND.</u>

Please feel free to contact me with any additional questions you may have. To reach a member of our Customer Product Support Team, please email [customerproductsupport@corelogic.com](mailto:customerproductsupport@corelogic.com) or via telephone at 800-225-4707.

Victoria Shockey

Associate, Operation Services

Customer Product Support

Direct 847.783.7325

[Vshockey@corelogic.com](mailto:Vshockey@corelogic.com)

[corelogic.com](http://corelogic.com) | [Blog](#)

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Our Vision: Deliver unique property-level insights that power the global real estate economy



BLQ: 22. 6.  
Owner Name: COHEN, ERIC M & ALYSON L

Tax Year: 2021 to 2021  
Property Location: 301 W KIE-TRO DR

Tax Year: 2021	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Original Billed:	3,278.37	3,278.36	0.00	0.00	6,556.73
Other Bill Adj:	0.00	883.93-	0.00	0.00	883.93-
Total Billed:	3,278.37	2,394.43	0.00	0.00	5,672.80
Payments:	3,278.37	2,394.43	0.00	0.00	5,672.80
Balance Adjust:	12.99-	0.00	0.00	0.00	12.99-
Balance:	12.99-	0.00	0.00	0.00	12.99-

Date	Qtr	Type	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	2021 Prin Balance
								6,556.73		6,556.73
12/30/20	1	Adjustment	063			12269	14 OVERPYMT	12.99-	0.00	6,543.74
		Description Original Billed TRANSFER OVERPAYMENT								
02/01/21	1	Payment	001	VARIOUS	CK	12406	168 CORELOGI	3,265.38	0.00	3,278.36
		Description CORELOGIC								
02/01/21	1	Payment	001	VARIOUS	CK	12406	169 CORELOGI	12.99	0.00	3,265.37
		Description CORELOGIC								
03/22/21	2	Adjustment	HB			12578	133 HBIMPORT	883.93-	0.00	2,381.44
		Description Homestead Credit								
04/30/21	2	Payment	001	VARIOUS	CK	12686	173 CORELOGI	2,394.43	0.00	12.99-
		Description CORELOGIC								

Total Principal Balance for Tax Years in Range: 12.99-

BLQ: 40. 68. Tax Year: 2021 to 2021  
Owner Name: ZABURSKI, MARIO & CLAUDETTE Property Location: 1700 SOMERSET BLVD

Tax Year: 2021	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Original Billed:	6,667.50	6,667.50	0.00	0.00	13,335.00
Prelim Adjust:	444.50-	444.50-	0.00	0.00	889.00-
Total Billed:	6,223.00	6,223.00	0.00	0.00	12,446.00
Payments:	12,446.00	6,223.00	0.00	0.00	18,669.00
Balance:	6,223.00-	0.00	0.00	0.00	6,223.00-

Date	Qtr	Type	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	2021 Prin Balance
								13,335.00		13,335.00
08/21/20	1	Adjustment	170			11841	72 CBJ 2020	444.50-	0.00	12,890.50
		Description: Original Billed								
		Value: 50,000-								
08/21/20	2	Adjustment	170			11841	73 CBJ 2020	444.50-	0.00	12,446.00
		Description: Value: 50,000-								
01/27/21	1	Payment	001	3797638023	CK	12379	2 WIPT0127	6,223.00	0.00	6,223.00
		Description: WIPP PAYMENT								
02/01/21	1	Payment	001	VARIOUS	CK	12406	280 CORELOGI	6,223.00	0.00	0.00
		Description: CORELOGIC								
05/04/21	2	Payment	001	488	CK	12698	35 T1 05-04	6,223.00	0.00	6,223.00-

Total Principal Balance for Tax Years in Range: 6,223.00-

BLQ: 150. 2. -C0413- - Tax Year: 2021 to 2021  
 Owner Name: COHEN, ELLEN & JONATHAN (M/S) Property Location: D-13 JEFFERSON COURT

Tax Year: 2021	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Original Billed:	1,279.27	1,279.27	0.00	0.00	2,558.54
Payments:	2,558.54	1,279.27	0.00	0.00	3,837.81
Balance:	1,279.27-	0.00	0.00	0.00	1,279.27-

Date	Qtr	Type	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	2021 Prin Balance	
								2,558.54		2,558.54	
01/26/21	1	Payment	001	023169	CK	12366	11 T1 01-26	1,279.27	0.00	1,279.27	
		Description Original Billed FORT SETTLEMENT									
02/01/21	1	Payment	001	VARIOUS	CK	12406	725 CORELOGI	1,279.27	0.00	0.00	
		Description CORELOGIC									
04/30/21	2	Payment	001	VARIOUS	CK	12686	745 CORELOGI	1,279.27	0.00	1,279.27-	
		Description CORELOGIC									

Total Principal Balance for Tax Years in Range: 1,279.27-

**RESOLUTION No. 127, 2021**

A RESOLUTION AUTHORIZING DISPOSAL OF SURPLUS PROPERTY

**WHEREAS,** the City of Linwood is the owner of certain surplus property which is no longer needed for public use; and

**WHEREAS,** City Council is desirous of selling said surplus property in an "as is" condition without express or implied warranties;

**NOW THEREFORE, BE IT RESOLVED** by the Common Council of the City of Linwood, County of Atlantic, as follows:

- (1) The sale of the surplus property shall be conducted through GovDeals pursuant to State Contract A-83453/T2581 in accordance with the terms and conditions of the State Contract. The terms and conditions of the agreement entered into with GovDeals is available online at govdeals.com and also available from the City of Linwood.
- (2) The sale will be conducted online and the address of the auction site is govdeals.com.
- (3) The sale is being conducted pursuant to Local Finance Notice 2008-9.
- (4) The property being sold is:  
**2 Play Station 3's, 320 GB**
- (5) The surplus property as identified shall be sold in an "as-is" condition without express or implied warranties with the successful bidder required to execute a Hold Harmless and Indemnification Agreement concerning use of said surplus property.
- (6) The City reserves the right to accept or reject any bid submitted.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 23rd day of June, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23rd day of June, 2021.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
DARREN MATIK, MAYOR

APPROVED: \_\_\_\_\_

**RESOLUTION No. 128, 2021**

A RESOLUTION AWARDING A NON-COMPETITIVE CONTRACT FOR PROFESSIONAL SERVICES TO WILLIAM MCLEES ARCHITECTURE, LLC FOR ARCHITECTURAL SERVICES IN THE CITY OF LINWOOD

**WHEREAS**, there exists within the City of Linwood, New Jersey, the need to engage a professional for architectural services for the assessment and design of a building at All Wars Memorial Park in the City of Linwood; and

**WHEREAS**, the Local Public Contracts Law (N.J.S. 40A:11.1 et. seq.) requires that a Resolution authorizing the award of Contracts for "Professional Services" without competitive bids must be advertised;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that William C. McLees of William McLees Architecture, LLC, 5 MacArthur Boulevard, Somers Point, NJ 08244, is hereby hired for an amount of \$5,000 for the design of a building at All Wars Memorial Park in the City of Linwood;

**BE IT FURTHER RESOLVED**, that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute a Contract or Agreement with William McLees Architecture, LLC with regard to the aforesaid. This Contract is awarded without competitive bidding as a "Professional Service" under the provision of the Local Public Contracts Law because the Local Public Contracts Law permits professional services to be awarded without the necessity of competitive bidding.

A copy of this Resolution shall be published in an official newspaper of the City of Linwood as required by law within ten (10) days of its passage.

**BE IT FURTHER RESOLVED**, that this Resolution is contingent upon a certification of availability of funds from the Chief Financial Officer of the City of Linwood.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 23rd day of June, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23rd day of June, 2021.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

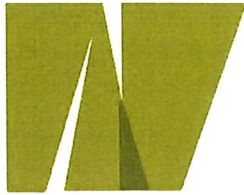
\_\_\_\_\_  
DARREN MATIK, MAYOR

APPROVED: \_\_\_\_\_

# Memo

**To:** Mayor and Members of Council  
**From:** Anthony Strazzeri, CFO  
**CC:** Leigh Ann Napoli, RMC, CMR, MPA, City Clerk  
**Date:** 06-15-2021  
**Re:** Availability of Funds-Architecture

Pursuant to 40A: 4-57, I hereby certify that sufficient funds in the amount of \$5,000.00 are available under Capital Ordinance 4A-2018 Recreation Improvements. Funds will be encumbered to William McLees Architecture, LLC 5 MacArthur Boulevard Somers Point, NJ 08244.



william mclees  
architecture

April 27, 2021

Mr. Vince Polistina, PE  
Polistina Associates  
3840 Bargaintown Rd  
Egg Harbor Township, NJ 08234

**RE: PROPOSAL FOR ARCHITECTURAL SERVICES  
Proposed Soccer Building- Existing Conditions Assessment & Concept**

Dear Vince:

Thank you for the opportunity to submit our proposal for the building assessment and concept design of the renovation/expansion of the existing soccer storage/concessions facility located on the park Linwood. We welcome the opportunity to bring our insight and experience to exploring how to modernize the existing facility.

The proposed services include an assessment of the existing building condition, code analysis, and feasibility of a proposed renovation/improvement to the existing building to better serve the residents of Linwood in support of the recreational soccer program. A more detailed outline of these services is included in the following. The proposed services will follow with a concept design process based on our review of your goals and program needs.

After your review, if you should have any questions, please do not hesitate to contact me. Once a defined scope of work has been established in at the completion of the concept phase, a comprehensive design proposal will be provided for services through construction completion. We look forward to working with the City of Linwood once again in modernizing the City's services and assets. Thank you for the opportunity, I will await your direction.

Kind Regards,

A handwritten signature in black ink, appearing to read 'William C. McLees', written in a cursive style.

William C. McLees, AIA, LEED AP  
principal  
**william mclees** architecture



## Project Summary & Scope of Work

The project scope generally includes a building assessment and conceptual design services for the renovation/improvement of the existing soccer concessions/storage building located in the park.

### 1. Professional Services

#### 1.1. Building Assessment

An existing conditions assessment of the existing single story facility and surrounding site will be conducted. The study will detail the condition, effectiveness and/or remaining useful life of various building systems and components including mechanical, plumbing, and electrical systems and identify any observed unsafe conditions. A recommendations summary will be prepared, identifying and prioritizing any possible areas in need of remediation and/or potential feasibility for the reuse and renovation of the facility.

#### 1.2. Concept Design

The Architect shall review the program, budget, and other pertinent information supplied by the Owner and shall review laws, codes and regulations as they may apply to the project scope. The architect shall prepare a preliminary evaluation of the aforementioned project information, each in terms of the other, and will identify any potential conflicts and/or additional services which may be required for the successful completion of the Work.

Based on the project information as provided by the Owner, the Architect will prepare and submit for Owner's review preliminary project design solution alternatives, illustrating the scale and relationship of the project components. The Architect will endeavor to work within the constraints of the most recent planning board approval for the property in the design of the project.

Based on the Owner's comments and input, the Architect shall prepare conceptual block plans of the project solution and (as may be applicable) exterior elevations, design study sketches and renderings as the Architect deems appropriate to convey the design solution.

### 2. Compensation, Terms & Conditions

#### 2.1. Fee Schedule

For the above mentioned scope of work, **william mclees** architecture and its consultants proposes a fixed fee of FIVE THOUSAND DOLLARS (\$5,000).

Work may begin immediately upon receipt of a signed proposal. This proposal is valid for a period of 90 days beyond the date noted above.

## 2.2. Reimbursable Expenses

Reimbursable expenses shall be invoiced in addition to the above noted fee at a rate of 1.1 times direct expense. Reimbursable expenses may include the following:

- Printing and Postage costs
- Photocopies
- Computer-generated renderings/animation

For the above noted scope of services, william mclees architecture proposes a not-to-exceed total reimbursable expenses budget as follows:

- *Concept Design Owner Review (±5 sets @ \$100):* \$ 500

## 2.3. Terms & Conditions

- 2.3.1.** This proposal is non-transferable and is valid for 45 calendar days from the date of the proposal. Once expired, **william mclees** architecture reserves the right to revise the proposal accordingly to reflect changing staffing and schedule demands.
- 2.3.2.** Unless indicated otherwise in this proposal, design services shall commence within (5) days after receipt of: An original signed copy of this proposal or a Written Notice to Proceed, AND a check in the amount of the retainer noted above.
- 2.3.3.** Unless indicated otherwise in this proposal, payments shall be invoiced monthly through the course of the Work. Payment on invoices shall be due upon receipt of the invoice. Invoices in excess of 30 days may be subject to a late penalty of 1½% per month, or a maximum of 18% per annum.
- 2.3.4.** The Architect reserves the right to cease services for lack of payment for accounts in excess of 90 days, with (5) days prior written notice to the Owner.
- 2.3.5.** Either party may terminate this Agreement with (5) days prior notice. Architect shall be due payment for all services and reimbursable expenses complete or in progress up to and including the date of termination. The Architect reserves the right to withhold the products of services related to this Agreement until receipt of final payment.
- 2.3.6.** Any areas of Work requested by the Owner which are not included in this proposal. If such Work is requested by the Owner, The Architect will identify the Work to the Owner and prepare a proposal for services for Owner approval prior to commencement of the Additional Services.
- 2.3.7.** Owner and Architect acknowledge that project timing as represented herein is preliminary and approximate in nature and may materially change during the course of the project development.

## 2.4. Exceptions

The following items and services are excluded from this proposal:

- An Interior Design services proposal may be provided upon request
- Low voltage system design and specification
- Critical Path sequencing and scheduling
- Construction cost estimating
- The Architect is not responsible for additional work associated with modifications to plans as a result of rejection of any variances or variations.
- Hazardous materials investigation and/or removal.
- Operating/lifecycle cost analysis
- Value-Engineering plan revisions after completion of construction documents.

## 2.5. Authorization/Notice to Proceed

The undersigned Parties acknowledge and agree to the above mentioned terms and conditions of this proposal in its entirety.

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Mr. Vince Polistina

Date

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William C. McLees, AIA, LEED AP  
Principal, William McLees Architecture, LLC

**RESOLUTION No. 129, 2021**

A RESOLUTION APPROVING CHANGE ORDER NO. 1 WITH LANDBERG CONSTRUCTION, LLC WITH REGARD TO THE RESURFACING OF WABASH AVENUE PHASE II IN THE CITY OF LINWOOD

**WHEREAS**, Change Order NO. 1 with Landberg Construction, LLC with regard to the Resurfacing of Wabash Avenue Phase II has been submitted for review and approval; and

**WHEREAS**, recommendations have been made to authorize the Change Order which will result in an increase of the total contract price in the amount of \$7,500.00 in accordance with the attached Change Order incorporated herein and made part hereof;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that Change Order NO. 1 with Landberg Construction, LLC regarding the Resurfacing of Wabash Avenue Phase II be and is hereby authorized and approved;

**BE IT FURTHER RESOLVED**, by the Common Council of the City of Linwood that the Mayor be and is hereby authorized and directed to execute Change Order NO. 1 with regard to the above referenced project.

**BE IT FURTHER RESOLVED**, that this Resolution is contingent upon a Certification of Availability of Funds from the Chief Financial Officer of the City of Linwood.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 23rd day of June, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23rd day of June, 2021.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
DARREN MATIK, MAYOR

APPROVED: \_\_\_\_\_

# Memo

**To:** Mayor and Members of Council

**From:** Anthony Strazzeri, CFO

**CC:** Leigh Ann Napoli, RMC, CMR, MPA, City Clerk

**Date:** 06-18-2021

**Re:** Availability of Funds-Wabash Ave Resurfacing, Phase 2 Change Order #1

Pursuant to 40A: 4-57, I hereby certify that sufficient funds in the amount of \$7,500.00 are available under Capital Ordinance 03-20C Improvements for Roads. Funds will be encumbered to Landberg Construction LLC PO Box 280 Mays Landing, NJ 08330.

**NEW JERSEY DEPARTMENT OF TRANSPORTATION**  
STATE AID PROJECTS  
CHANGE ORDER NUMBER - 1  
Division of Local Aid and Economic Development

Project	Resurfacing of Wabash Avenue Phase II
Municipality	City of Linwood
County	Atlantic County
Contractor	Landberg Construction, LLC

In accordance with the project Supplementary Specification, the following are changes in the contract.  
Location and Reason for Change (Attach additional sheets if required)  
Change Order No. 1 addresses supplementary work added to the Contract at the request of the City of Linwood. The work includes relocating an existing crosswalk, removing existing concrete, and constructing new ADA ramps at the intersection of Wabash Avenue and Belhaven Avenue.

Item	Description	Original Quantity	New Quantity	Change (+/-)	Unit Price	Amount
1	Mobilization	1.00 LS	1.00 LS	0.00 LS	\$ 3,500.00	\$3,500.00
2	Clearing Site	1.00 LS	1.00 LS	0.00 LS	\$ 12,000.00	\$12,000.00
3	Clearing Site - Tree Removal	2.00 UNIT	2.00 UNIT	0.00 UNIT	\$ 2,300.00	\$4,600.00
4	Construction Layout	1.00 LS	1.00 LS	0.00 LS	\$ 5,500.00	\$5,500.00
5	Sawcutting	362.00 LF	362.00 LF	0.00 LF	\$ 1.00	\$362.00
6	Dense Graded Aggregate, Base Course, 6" Thick	100.00 SY	100.00 SY	0.00 SY	\$ 3.00	\$300.00
7	Milling, 2" & Variable Depth	6,846.00 SY	6,846.00 SY	0.00 SY	\$ 2.75	\$18,826.50
8	Hot Mix Asphalt, 19M64 Base Course, 4" Thick	100.00 TON	100.00 TON	0.00 TON	\$ 110.00	\$11,000.00
9	Hot Mix Asphalt, 12.5M64 Surface Course, 2" Thick & Variable	900.00 TON	900.00 TON	0.00 TON	\$ 87.00	\$78,300.00
10	Replace Type "A" Inlet Casting w/ Bicycle Safe Grate	2.00 UNIT	2.00 UNIT	0.00 UNIT	\$ 250.00	\$500.00
11	Replace Type "B" Inlet Casting w/ Bicycle Safe Grate	5.00 UNIT	5.00 UNIT	0.00 UNIT	\$ 250.00	\$1,250.00
12	Type "A" Stormwater Inlet w/ Bicycle Safe Grate (0' - 6' Deep)	1.00 UNIT	1.00 UNIT	0.00 UNIT	\$ 2,800.00	\$2,800.00
13	Type "B-Modified" Stormwater Inlet w/ Bicycle Safe Grate (0' - 6' Deep)	2.00 UNIT	2.00 UNIT	0.00 UNIT	\$ 5,000.00	\$10,000.00
14	Type "E" Stormwater Inlet w/ Bicycle Safe Grate (0' - 6' Deep)	5.00 UNIT	5.00 UNIT	0.00 UNIT	\$ 3,600.00	\$18,000.00
15	Type "E" Stormwater Inlet w/ Bicycle Safe Grate (6' - 10' Deep)	2.00 UNIT	2.00 UNIT	0.00 UNIT	\$ 5,100.00	\$10,200.00
16	Stormwater Sediment Trap Structure	2.00 UNIT	2.00 UNIT	0.00 UNIT	\$ 33,500.00	\$67,000.00
17	18" Reinforced Concrete Pipe, Class V (0' - 6' Deep)	74.00 LF	74.00 LF	0.00 LF	\$ 160.00	\$11,840.00
18	24" Reinforced Concrete Pipe, Class V (0' - 6' Deep)	198.00 LF	198.00 LF	0.00 LF	\$ 98.00	\$19,404.00
19	36" High Density Polyethylene Pipe (0' - 6' Deep)	100.00 LF	100.00 LF	0.00 LF	\$ 112.00	\$11,200.00
20	36" High Density Polyethylene Pipe (6' - 10' Deep)	303.00 LF	303.00 LF	0.00 LF	\$ 130.00	\$39,390.00
21	Reset Manhole Casting	1.00 UNIT	1.00 UNIT	0.00 UNIT	\$ 275.00	\$275.00
22	Reset Utility Valve Casting	5.00 UNIT	5.00 UNIT	0.00 UNIT	\$ 0.01	\$0.05
23	Excavation, Test Pits	25.00 CY	25.00 CY	0.00 CY	\$ 60.00	\$1,500.00
24	Excavation, Unclassified	425.00 CY	425.00 CY	0.00 CY	\$ 20.00	\$8,500.00
25	K-5 Sand, 6" Thick	35.00 CY	35.00 CY	0.00 CY	\$ 75.00	\$2,625.00
26	Rip Rap Stone Slope Protection, 12" Thick (d50 = 6")	48.00 SY	48.00 SY	0.00 SY	\$ 100.00	\$4,800.00
27	Concrete Gutter, 8" Thick	5.00 SY	5.00 SY	0.00 SY	\$ 140.00	\$700.00
28	Concrete Vertical Curb	425.00 LF	425.00 LF	0.00 LF	\$ 28.00	\$11,900.00
29	Concrete Sidewalk, 4" Thick	80.00 SY	80.00 SY	0.00 SY	\$ 98.00	\$7,840.00
30	Detectable Warning Surface	9.00 UNIT	9.00 UNIT	0.00 UNIT	\$ 225.00	\$2,025.00
31	Concrete Driveway Apron, 6" Thick	15.00 SY	15.00 SY	0.00 SY	\$ 110.00	\$1,650.00
32	Hot Mix Asphalt Driveway, 2" Thick	25.00 SY	25.00 SY	0.00 SY	\$ 40.00	\$1,000.00
33	Traffic Stripes, Long Life, Epoxy Resin, 8" Wide	748.00 LF	748.00 LF	0.00 LF	\$ 2.65	\$1,982.20
34	Traffic Markings, Thermoplastic	1,230.00 SF	1,230.00 SF	0.00 SF	\$ 2.90	\$3,567.00
35	Regulatory and Warning Signs	12.50 SF	12.50 SF	0.00 SF	\$ 55.00	\$687.50
36	Top Soil, Fertilize & Seed	1,250.00 SY	1,250.00 SY	0.00 SY	\$ 12.00	\$15,000.00
37	Type 2 Mat - Erosion Control Mulch Blanket	375.00 SY	375.00 SY	0.00 SY	\$ 10.00	\$3,750.00
38	Construction Signs	100.00 SF	100.00 SF	0.00 SF	\$ 0.01	\$1.00
39	Traffic Drums	25.00 UNIT	25.00 UNIT	0.00 UNIT	\$ 0.01	\$0.25
40	Traffic Cones	100.00 UNIT	100.00 UNIT	0.00 UNIT	\$ 0.01	\$1.00
41	Traffic Directors, Flaggers (Fixed Price)	80.00 HOUR	80.00 HOUR	0.00 HOUR	\$ 75.53	\$6,042.40
42	Fuel Price Adjustment	1.00 LS	1.00 LS	0.00 LS	\$ 700.00	\$700.00
43	Asphalt Price Adjustment	1.00 LS	1.00 LS	0.00 LS	\$ 1,100.00	\$1,100.00
CO-1	Belhaven Crosswalk Modifications	0.00 LS	1.00 LS	1.00 LS	\$ 7,500.00	\$7,500.00

Amount of Original Contract	<u>\$401,618.90</u>	Extra	<u>\$0.00</u>
Adjusted Amount Based on Change Order(s) 1	<u>\$409,118.90</u>	Supplemental	<u>\$7,500.00</u>
		Reduction	<u>\$0.00</u>
		Total Change	<u>\$7,500.00</u>
% Change in Contract [(+) Increase or (-) Decrease]	<u>1.87%</u>		

_____ (Engineer)	_____ (Date)	Approved	_____ (District Manager)	_____ (Date)
_____ (Presiding Officer)	_____ (Date)		(Division of Local Aid and Economic Development)	
_____ (Contractor)	_____ (Date)			

# LANDBERG CONSTRUCTION LLC

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June 1, 2021

Polistina & Associates, LLC  
6684 Washington Avenue  
EHT, NJ 08234

Attn: Mr. CJ Kaenzig

Re: Resurfacing of Wabash Avenue Phase II  
Linwood, NJ  
Change Order Request

Dear Mr. Kaenzig,

Below, please find our proposal for handicap ramp improvements at the mentioned above project:

## PROPOSAL

Crosswalk and Concrete Handicap Modifications @ Bellhaven & Wabash Avenue

Handicap Ramps,	2 Units
Concrete Sidewalk, 4"	16 SY
Concrete Vertical Curb	16 LF
Topsoil Fertilize, Seed	16 SY
Removal of Ex Striping	70 LF
Traffic Markings, Thermo	72 SF
Road Restorations, Full Depth	11 SY

GRAND TOTAL: \$7,500.00

Should you have any questions, please feel free to call.

Regards,

*Mike Landberg*

Mike Landberg  
Vice President