

LINWOOD COMMON COUNCIL
CAUCUS AGENDA
March 12, 2025
6:00 P.M.

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

1. Roll Call
Mayor Matik _____ Mrs. Albright _____ Mrs. DeDomenicis _____
Mr. Kelly _____ Mr. Levinson _____ Mr. Michael _____
Mr. Walcoff _____ Mr. Ford _____

Professionals: Mr. Youngblood _____ Mr. Polistina _____ Mrs. Napoli _____
2. Approval of Minutes Without Formal Reading
3. Mayor's Report
4. Councilwoman Albright
 - A. Planning, Engineering, & Development
 1. Resolution authorizing the Mayor to sign DEP Permit applications on behalf of the sewer utility with regard to the development of Block 27, Lots 11.01, 11.02, 11.03 & 15.01
 2. Resolution authorizing an application to the Complete Street Technical Assistance Program for a bicycle network plan
 3. Resolution authorizing a Contract with AE Landscaping for Hydro Seeding and fertilization at SJI Park
 4. Resolution authorizing a Contract with Priority Protection Services for a surveillance camera system at the Memorial Park Fieldhouse Building
 5. Resolution authorizing a Contract with Spohn Ranch Inc for design services for Memorial Park Phase 2 Improvements
 6. Resolution authorizing the refund of Construction Permit Application fees to SunnyMac
5. Councilwoman DeDomenicis
6. Councilman Kelly
 - A. Neighborhood Services
7. Councilman Levinson
 - A. Revenue & Finance
 1. Salary Ordinance – first reading
 2. Bond Ordinance – first reading
 3. 2025 Budget introduction
 4. Resolution authorizing a refund of taxes paid due to exempt veterans status
8. Councilman Michael
 - A. Public Safety
9. Councilman Walcoff
 - A. Public Works
10. Council President Ford
 - A. Administration
 1. Resolutions authorizing Raffle Licenses to Mainland Girls Track & F&AM Keystone Lodge
 2. Resolution authorizing the appointment of a Qualified Purchasing Agent
11. Solicitor's Report

**LINWOOD COMMON COUNCIL
AGENDA OF REGULAR MEETING
March 12, 2025**

CALL TO ORDER

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

FLAG SALUTE: Councilman Todd Michael

ROLL CALL

APPROVAL OF MINUTES WITHOUT FORMAL READING

RESOLUTIONS

Budget Introduction

ORDINANCES

02-2025

AN ORDINANCE PROVIDING FOR AND ESTABLISHING SALARIES, COMPENSATION AND SALARY RANGES OF OFFICERS AND EMPLOYEES OF THE CITY OF LINWOOD, AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.

FIRST READING:

March 12, 2025

PUBLICATION:

March 20, 2025

PASSAGE:

April 9, 2025

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.

65-2025

A Resolution authorizing the Mayor of the City of Linwood to sign certain New Jersey Department of Environmental Protection Permit Applications and other routine project documents of behalf of the Sewer Utility for the development of Block 27, Lots 11.01, 11.02, 11.03 & 15.01 (formerly lots 11, 15 & 16) in the City of Linwood

66-2025

A Resolution by the City of Linwood authorizing an application to Complete Street Technical Assistance Program

67-2025

A Resolution authorizing the refund of taxes paid due to tax exempt status for Block 31, Lot 10 located at 103 E. Dawn Drive in the City of Linwood

68-2025

A Resolution authorizing a Contract with AE Landscaping for hydro seeding and fertilization at SJI Park

69-2025

A Resolution authorizing a Contract with Priority Protection Services, LLC for a surveillance camera system at the Memorial Park Fieldhouse Building

70-2025

A Resolution authorizing a Contract with Spohn Ranch Inc. for design services for Memorial Park Phase 2 Improvements

71-2025

A Resolution authorizing the refund of a Construction Permit Application C-2024-00260 to SunnyMac, LLC

72-2025

A Resolution authorizing the issuance of a Raffle License, #2025-09, to Mainland Girls Track Booster Club

RESOLUTIONS WITHIN CONSENT AGENDA

- 73-2025** A Resolution authorizing the issuance of a Raffle License, #2025-10, to F & AM
Keystone Belcher Lodge #153
- 74-2025** A Resolution authorizing the appointment of a Qualified Purchasing Agent for
the City of Linwood

APPROVAL OF BILL LIST: \$

MEETING OPEN TO THE PUBLIC

FINAL REMARKS BY MAYOR AND COUNCIL

ADJOURNMENT

ORDINANCE NO. 2, 2025

AN ORDINANCE PROVIDING FOR AND ESTABLISHING SALARIES, COMPENSATION AND SALARY RANGES OF OFFICERS AND EMPLOYEES 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: That the following salaries, wages and compensations shall be paid to the following officials, officers and employees of the City of Linwood, retroactive to January 1, 2025, subject, however, to the provisions of certain Employment Contracts between the City of Linwood and the Mainland Police Benevolent Association, the bargaining agent for the members of the Linwood Police Department and Linwood Superior Officers; the Teamsters Local 331 inclusive of the Police Secretary, Linwood Uniformed Firefighters Association Local Union #4370, and also except as otherwise stated herein.

<u>PART TIME HOURLY</u>	<u>RANGE</u>
Administrative Assistant	\$ 15.49 to \$35.00
Clerk Typist	\$ 15.49 to \$35.00
Code Enforcement Officer	\$ 15.49 to \$35.00
Deputy Court Administrator	\$ 15.49 to \$35.00
Dispatcher	\$ 15.49 to \$35.00
Fire Relief	\$ 15.49 to \$35.00
Groundskeeper	\$ 15.49 to \$35.00
Matron	\$ 15.49 to \$35.00
Recreation Aide	\$ 15.49 to \$35.00
Special Law Enforcement Officer Class II	\$ 15.49 to \$35.00
Special Law Enforcement Officer Class III	\$ 15.49 to \$35.00
Summer Intern	\$ 15.49 to \$35.00

<u>PART TIME PER DIEM</u>	<u>RANGE</u>
Planning Board Recording Secretary	\$ 50.00 to \$500.00
Planning Board Tape Recorder Operator/Secretary	\$ 50.00 to \$500.00
School Crossing Guard Captain	\$ 20.00 to \$ 80.00
School Crossing Guard	\$ 20.00 to \$ 70.00

PART TIME PER ANNUMRANGE

Clean Communities Coordinator	\$ 50.00 to \$20,000.00
Code Enforcement Officer	\$ 1,000.00 to \$20,000.00
Computer Maintenance Coordinator	\$ 500.00 to \$20,000.00
Communications Coordinator	\$ 1,000.00 to \$20,000.00
Construction Official	\$ 5,000.00 to \$75,000.00
Council Member	\$ 5,000.00 to \$20,000.00
Council President	\$ 5,000.00 to \$25,000.00
Deputy Emergency Management Director	\$ 500.00 to \$20,000.00
Drug Alliance Coordinator	\$ 1,000.00 to \$20,000.00
Emergency Management Director	\$ 1,000.00 to \$20,000.00
Journeyman Electrician	\$ 3,100.00 to \$20,000.00
Floodplain Manager	\$ 1,000.00 to \$20,000.00
Mayor	\$ 5,000.00 to \$25,000.00
Park Director	\$ 5,000.00 to \$25,000.00
Assistant Memorial Park Director	\$ 1,000.00 to \$20,000.00
Municipal Magistrate	\$10,000.00 to \$50,000.00
Planning Board Secretary	\$ 5,000.00 to \$30,000.00
Qualified Purchasing Agent	\$ 500.00 to \$30,000.00
Recycling Coordinator	\$ 1,000.00 to \$20,000.00
Utilities Collector	\$ 2,000.00 to \$20,000.00
Sub-Code Off/Building Inspector	\$ 5,000.00 to \$25,000.00
Sub-Code Off/Electrical Inspector	\$ 5,000.00 to \$25,000.00
Sub-Code Off/Fire Protection	\$ 5,000.00 to \$25,000.00
Sub-Code Off/Plumbing Inspector	\$ 5,000.00 to \$25,000.00
Tax Assessor	\$10,000.00 to \$50,000.00
Uniform Fire Official/Fire Marshall	\$ 5,000.00 to \$20,000.00
Uniform Fire Safety Inspector	\$ 1,000.00 to \$20,000.00
Zoning Officer	\$ 5,000.00 to \$20,000.00

FULL TIME PER ANNUMRANGE

Account Clerk	\$35,000.00 to \$60,000.00
Accountant	\$35,000.00 to \$60,000.00
Accounting Assistant	\$35,000.00 to \$60,000.00
Administrative Assistant	\$35,000.00 to \$60,000.00
Administrator	\$50,000.00 to \$95,000.00
Bookkeeper	\$35,000.00 to \$50,000.00
Chief Financial Officer	\$50,000.00 to \$110,000.00
Code Enforcement Officer/Housing Inspector	\$35,000.00 to \$60,000.00
Deputy Court Administrator	\$35,000.00 to \$60,000.00
Deputy Municipal Clerk	\$35,000.00 to \$60,000.00
Deputy Tax Collector	\$35,000.00 to \$60,000.00
Dispatcher / Supervisor	\$35,000.00 to \$60,000.00
Dispatcher	\$35,000.00 to \$60,000.00
Equipment Operator	\$35,000.00 to \$80,000.00
Fire Captain	\$50,000.00 to \$130,000.00
F/F Step 1	\$45,000.00 to \$55,000.00
F/F Step 2	\$45,000.00 to \$55,000.00
F/F Step 3	\$45,000.00 to \$65,000.00
F/F Step 4	\$45,000.00 to \$70,000.00

<u>FULL TIME PER ANNUM (continued)</u>	<u>RANGE</u>
F/F Step 5	\$45,000.00 to \$80,000.00
F/F Step 6	\$45,000.00 to \$80,000.00
F/F Step 7	\$45,000.00 to \$83,000.00
F/F Step 8	\$45,000.00 to \$90,000.00
F/F Step 9	\$45,000.00 to \$90,000.00
F/F Step 10	\$45,000.00 to \$90,000.00
F/F Step 11	\$45,000.00 to \$100,000.00
F/F Step 12	\$45,000.00 to \$100,000.00
F/F Step 13	\$45,000.00 to \$105,000.00
General Supervisor	\$40,000.00 to \$100,000.00
Groundskeeper	\$35,000.00 to \$50,000.00
Municipal Clerk	\$35,000.00 to \$140,000.00
Municipal Court Administrator	\$35,000.00 to \$75,000.00
Patrolman - During Probation	\$40,000.00 to \$50,000.00
Patrolman - Step 1	\$40,000.00 to \$55,000.00
Patrolman - Step 2	\$40,000.00 to \$60,000.00
Patrolman - Step 3	\$40,000.00 to \$65,000.00
Patrolman - Step 4	\$40,000.00 to \$70,000.00
Patrolman - Step 5	\$40,000.00 to \$75,000.00
Patrolman - Step 6	\$40,000.00 to \$85,000.00
Patrolman - Step 7	\$40,000.00 to \$95,000.00
Patrolman - Step 8	\$40,000.00 to \$95,000.00
Patrolman - Step 9	\$40,000.00 to \$95,000.00
Patrolman - Step 10	\$40,000.00 to \$100,000.00
Patrolman - Step 11	\$40,000.00 to \$105,000.00
Patrolman - Step 12	\$40,000.00 to \$110,000.00
Police Captain	\$75,000.00 to \$150,000.00
Police Chief	\$75,000.00 to \$175,000.00
Police Deputy Chief	\$75,000.00 to \$160,000.00
Police Chief's Secretary	\$35,000.00 to \$70,000.00
Police Lieutenant	\$75,000.00 to \$140,000.00
Police Sergeant	\$75,000.00 to \$120,000.00
Public Works Foreman	\$35,000.00 to \$90,000.00
Public Works Laborer	\$35,000.00 to \$75,000.00
Public Works Superintendent	\$50,000.00 to \$100,000.00
Secretary	\$35,000.00 to \$70,000.00
Tax Collector	\$35,000.00 to \$85,000.00
Tech. Assistant to Construction Office	\$35,000.00 to \$80,000.00

SECTION 2A: A current full time employee, employed as of January 1, 2012, shall be paid together with his or her annual salary as fixed and determined by this ordinance, additional compensation based upon length of his or her full time service, effective and limited to January 1, 2012, an amount to be added to base salary and paid bi-weekly or monthly in accordance with the following schedule:

YEARS OF SERVICE

COMPENSATION PER ANNUM
IN ADDITION TO FIXED SALARY

3	\$350.00
Each year after 3 to 30 years	\$350.00 plus \$150.00 for each additional year up to a maximum of \$4,000.00

However, all longevity pay for current employees shall be frozen at the level of service achieved effective January 1, 2012 and no new employee or current employee who has not reached a level of service whereby he or she is entitled to longevity pay as of that date, shall be paid longevity, nor shall said employees be entitled to longevity pay at any time in the future.

SECTION 2B: The aforesaid additional compensation and all overtime paid for any union employee shall be payable in accordance with the terms of the union employee contracts.

SECTION 2C: The period of eligibility for length of service for longevity pay shall be determined as of the anniversary date of the full time employment of each employee. Those employees hired from January 1 to June 30 will be considered to have completed a full year December 31 of that year. Those employees hired after June 30 will be considered to have completed a full year December 31 of the following year. For all years thereafter, all anniversary dates will be on January 1. However, all current employees shall be frozen at the level of employment achieved as of January 1, 2012 for purposes of longevity and no new employees shall be entitled to longevity.

SECTION 2D: All full time employees holding a Bachelor's Degree in a subject related to that employee's position within the City of Linwood shall receive additional compensation in the amount of \$1,250.00 per year. All full time employees holding a Master's Degree related to that employee's position within the City of Linwood shall receive additional compensation in

the amount of \$1,400.00 per year. Such additional compensation shall be added to base salary and paid bi-weekly or monthly.

SECTION 3: All said salaries, wages and compensation shall be paid to the Municipal Magistrate, Tax Assessor, Emergency Management Director, Fire Inspector and the Uniform Fire Official in equal monthly installments; to the Mayor, Councilpersons, and Drug Alliance Coordinator in equal quarterly installments; and all of the other abovementioned salaries, wages and compensation shall be paid biweekly, in equal installments, every other Friday.

SECTION 4: All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 5: Should any section, 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 6: This ordinance shall take effect retroactively to January 1, 2024 upon its final passage, publication and adoption in the manner prescribed by law.

<i>FIRST READING:</i>	<i>March 12, 2025</i>
<i>PUBLICATION:</i>	<i>March 20, 2025</i>
<i>PASSAGE:</i>	<i>April 9, 2025</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, March 12, 2025 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on April 9, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

RESOLUTION No. 65, 2025

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LINWOOD TO SIGN CERTAIN NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION PERMIT APPLICATIONS AND OTHER ROUTINE PROJECT DOCUMENTS ON BEHALF OF THE SEWER UTILITY FOR THE DEVELOPMENT OF BLOCK 27, LOTS 11.01, 11.02, 11.03 & 15.01 (FORMERLY LOTS 11, 15 & 16) IN THE CITY OF LINWOOD

WHEREAS, it will be necessary for the Sewer Utility and the City Engineer to submit permit applications and other routine project documents to the New Jersey Department of Environmental Protection (NJDEP) on behalf of the City for Sewer Utility during the development of Block 27, Lots 11.01, 11.02, 11.03 & 15.01 (formerly Lots 11, 15 & 16), in the City of Linwood; and

WHEREAS, it is necessary for the Mayor of the City of Linwood to sign such routine applications and documents on behalf of the City of Linwood; and

WHEREAS, in submitting such applications and documents to the NJDEP, it is necessary to reference the enabling resolution granting such signing authority to the Mayor; and

WHEREAS, it has been brought to the attention of City Council that such an enabling resolution must be adopted;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that Darren Matik in his capacity as Mayor of the City of Linwood is hereby authorized to execute such applications and documents as may from time to time be prepared by the City or Sewer Utility Engineer as necessary to be submitted to the New Jersey Department of Environmental Protection associated with any and all permits and permit applications required for the development of Block 27, Lots 11.01, 11.02, 11.03 & 15.01 (formerly Lots 11, 15 & 16) in 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 12th day of March, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of March, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 66, 2025

A RESOLUTION BY THE CITY OF LINWOOD AUTHORIZING AN APPLICATION TO THE COMPLETE STREET TECHNICAL ASSISTANCE PROGRAM

WHEREAS, safe, convenient, accessible, equitable, healthy, and environmentally and economically beneficial transportation for all users is a priority of the City of Linwood; and

WHEREAS, Complete Streets is a means to provide a comprehensive, integrated, connected multi-modal network of transportation options through planning, design, construction, maintenance, and operation of new and retrofit transportation facilities along the entire right-of-way for all roadway users of all ages and abilities; and

WHEREAS, Complete Streets can provide many benefits, including:

- Improved safety for pedestrians, bicyclists, children, older citizens, non-drivers and the mobility challenged as well as those that cannot afford a car or choose to live car free,
- Improved access to employment, education, residential, recreation, retail centers and public facilities,
- Local economic vitality,
- Access to the health benefits of physical activity,
- Improved stormwater management, and
- Reductions in greenhouse gas emissions; and

WHEREAS, when streets are not complete, the negative impacts on public health, safety, equity, the economy and the environment are disproportionately borne by low-income and minority communities; and

WHEREAS, through the South Jersey Transportation Planning Organization Complete Streets Technical Assistance Program, Sustainable Jersey will coordinate and the Voorhees Transportation Center at Rutgers University in consultation with the Cross-County Connection Transportation Management Association will provide planning-level technical assistance services to municipalities for a specific project related to advancing a Complete Streets initiative in their communities; and

WHEREAS, although no direct funding is provided, selected municipalities will receive free direct technical assistance services to complete a specific task related to advancing a Complete Streets initiative in their communities;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Linwood authorizes the City Administrator to submit an application to the Complete Streets Technical Assistance Program to receive free direct technical assistance services to complete a specific task related to advancing Complete Streets, and also commits pertinent municipal staff to coordinate and collaborate with Sustainable Jersey, Voorhees Transportation Center and the Cross County Connection Transportation Management Association to support the successful and timely delivery of technical assistance services.

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 12th day of March, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of March, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 67, 2025

A RESOLUTION AUTHORIZING THE REFUND OF TAXES PAID DUE TO TAX EXEMPT STATUS FOR BLOCK 31 LOT 10 LOCATED AT 103 E. DAWN DRIVE IN THE CITY OF LINWOOD

WHEREAS, Ashleigh Kenkelen is the owner of Block 31 Lot 10 located at 103 E. Dawn Drive in the taxing district of the City of Linwood; and

WHEREAS, Ashleigh Kenkelen's tax exempt status was reinstated as the widow of a 100% disabled veteran in August 2024 by the Tax Assessor; and

WHEREAS, Core Logic is requesting a refund of taxes paid from the date of February 6, 2025 in the amount of \$2,129.73;

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 payments, CoreLogic Refunds Dept., 3001 Hackberry Road, Irving, TX 75063 in the amount of \$2,129.73 which is the amount paid by Core Logic in on behalf of Ashleigh Kenkelen.

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 12th day of March, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of March, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 68, 2025

A RESOLUTION AUTHORIZING A CONTRACT WITH AE LANDSCAPING FOR HYDRO SEEDING AND FERTILIZATION OF SJI PARK

WHEREAS, quotes have been received with regard to Hydro Seeding and Fertilization of SJI Park; and

WHEREAS, all quotes have been reviewed and a recommendation has been made with regard to same;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Linwood that a Contract is awarded to AE Landscaping, LLC, 105 Kathys Lane, Egg Harbor Township, NJ 08234 in the amount of \$24,000.00;

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby duly authorized, empowered and directed to execute a Contract on behalf of the City of Linwood with AE Landscaping.

BE IT FURTHER RESOLVED, that this Resolution is contingent upon a Certification of Availability of Funds.

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 12th day of March, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of March, 2025.

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: 3-06-2025
Re: Availability of Funds-Hydro Seeding SJI Park

Pursuant to 40A: 4-57, I hereby certify that sufficient funds in the amount of \$24,000.00 are available under the Capital Ordinance 12-2024 Install Turf Field. Funds will be encumbered to AE Landscaping LLC 105 Kathys Lane Egg Harbor Township, NJ 08234.

Estimate



105 Kathys Lane • Egg Harbor Twp., NJ 08234
 (609) 926-8140 • HIC# 13VH02155300
www.A-ELandscaping.com

Name/Address
City of Linwood 400 West Poplar Ave Linwood, NJ 08221

Date	Estimate No.	Project
03/03/25	2997	

Item	Description	Quantity	Cost	Total
Hydro seed	Hydro seeding +/- 3 acres Grass seed blend of fescue, bluegrass and rye. Fertilizer and lime included. SJI Park	120,000	0.20	24,000.00
			Total	\$24,000.00

RESOLUTION No. 69, 2025

A RESOLUTION AUTHORIZING A CONTRACT WITH PRIORITY PROTECTION SERVICES, LLC FOR SURVEILLANCE CAMERA SYSTEM AT THE MEMORIAL PARK FIELDHOUSE BUILDING

WHEREAS, quotes have been received with regard to a Surveillance Camera System at the Memorial Park Fieldhouse Building; and

WHEREAS, all quotes have been reviewed and a recommendation has been made with regard to same;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Linwood that a Contract is awarded to Priority Protection Services, LLC, PO Box 442, Linwood, NJ 08221 in the amount of \$8,483.00;

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby duly authorized, empowered and directed to execute a Contract on behalf of the City of Linwood with Priority Protection Services, LLC.

BE IT FURTHER RESOLVED, that this Resolution is contingent upon a Certification of Availability of Funds.

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 12th day of March, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of March, 2025.

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: 3-6-2025
Re: Availability of Funds – CCTV Cameras for Fieldhouse Building

Pursuant to 40A: 4-57, I hereby certify that sufficient funds in the amount of \$8,483.00 are available under the Capital Ordinance 5-2024A Recreation Improvements. Funds will be encumbered to Priority Protection Services LLC, PO Box 442 Linwood, NJ 08221.

Priority Protection Services, LLC
 Post Office Box 442
 Linwood, NJ 08221
 +18666594733
 larry@priorityprotection.com
 www.priorityprotection.com

Proposal



ADDRESS
City of Linwood City of Linwood 400 West Poplar Avenue Linwood, NJ 08221

SHIP TO
City of Linwood City of Linwood Police Department 400 West Poplar Avenue Linwood, NJ 08221

PROPOSAL #	DATE
2025-005	02/18/2025

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Materials UniviewTec 16 channel NVR with 4 TB hard drive	1	593.00	593.00T
	Materials UniviewTec 8 channel NVR with 2 TB hard drive	1	283.00	283.00T
	Materials UniviewTec 4k 2.8mm fixed Turret style camera	8	178.00	1,424.00T
	Materials UniviewTec 4k Panoramic (180 degree) Camera	1	273.00	273.00T
	Materials UniviewTec Dual Lens (fixed & PTZ) 2MP each, 4x Zoom	2	375.00	750.00T
	CCTV 150- Installation of CCTV/Power Cable under 150 feet	10	225.00	2,250.00T
	UPS Uninterrupted Power Supply	2	455.00	910.00T
	Materials Ubiquiti Wi-Fi Access Points	4	275.00	1,100.00T
	DataCat6 Installation of CAT6 Data Jack under 150 feet	4	225.00	900.00T

Memorial Field New Concession Stand and adjacent structure. Wi-fi via bridge to existing internet from baseball building.

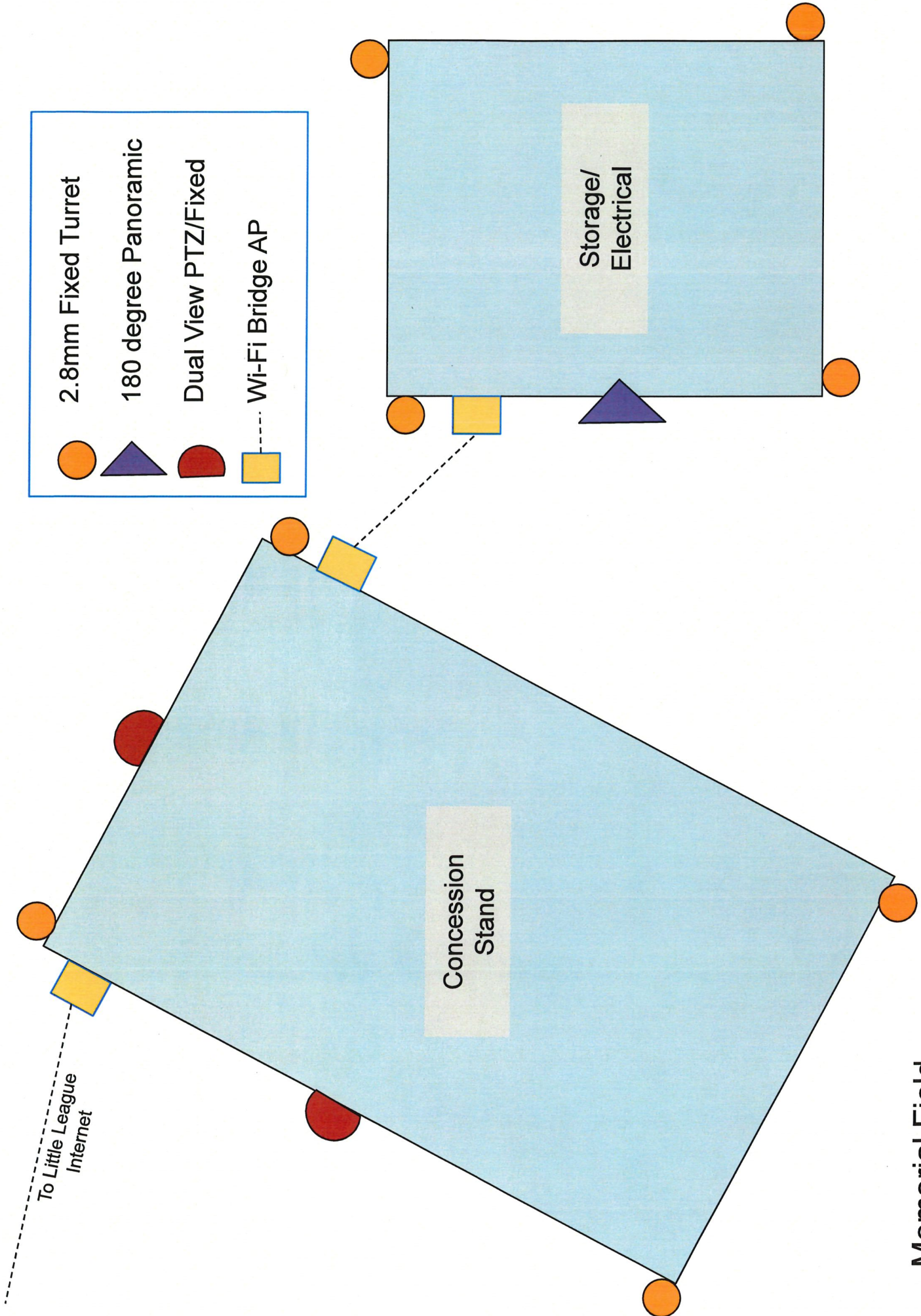
One (1) year warranty on all new equipment and materials which does not cover damage from electrical malfunctions, liquid infiltrations, abuse, neglect, misuse, criminal mischief and/or acts of nature. No warranty is expressed or implied for any previously installed materials, equipment or cabling.

SUBTOTAL	8,483.00
TAX (0)	0.00
TOTAL	\$8,483.00

Accepted By

Accepted Date

Payments will be made as outlined within. A service fee will be charged for any method of payment that creates a service or handling fee to the installation company. The authorized signing party is responsible for any and all fees associated with collections and/or attorney's fees. Any changes to the above specified work will be done in writing and may change quoted amount.



**Memorial Field
Linwood, NJ**

NOT TO SCALE

RESOLUTION No. 70, 2025

A RESOLUTION AUTHORIZING A CONTRACT WITH SPOHN RANCH INC. FOR DESIGN SERVICES FOR MEMORIAL PARK PHASE 2 IMPROVEMENTS

WHEREAS, quotes have been received with regard to Skatepark Design Services for the City of Linwood; and

WHEREAS, all quotes have been reviewed and a recommendation has been made with regard to same;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Linwood that a Contract is awarded to Spohn Ranch Inc., 6824 S. Centinela Avenue, Los Angeles, CA 90230 for the Base Bid, Phase I Design Development, in the amount of \$8,250.00;

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby duly authorized, empowered and directed to execute a Contract on behalf of the City of Linwood with Spohn Ranch Inc.

BE IT FURTHER RESOLVED, that this Resolution is contingent upon a Certification of Availability of Funds.

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 12th day of March, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of March, 2025.

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: 3-06-2025
Re: Availability of Funds-Skatepark Design Services

Pursuant to 40A: 4-57, I hereby certify that sufficient funds in the amount of \$8,250.00 are available under the Capital Ordinance 12-2014 Poplar Ave Demo. Funds will be encumbered to Spohn Ranch Inc. 6824 S Centinela Ave Los Angeles, CA 90230.



PROPOSAL FOR DESIGN SERVICES

LINWOOD, NJ SKATEPARK
CITY OF LINWOOD, NJ

JANUARY 9, 2025

EXHIBIT A – SCOPE OF WORK

PROJECT DESCRIPTION

City of Linwood, NJ (Client) seeks professional design services for the development of a 7,000 sf (+/-), all concrete, state of the art skatepark to be located within the City of Linwood, NJ.

PHASE 1 – DESIGN DEVELOPMENT (BASE BID)

Task 1.1 Project Kick-Off Meeting – Spohn Ranch and the Client will kick-off the project via an in-person meeting. We will review the project goals, project schedule and points of coordination.

- Task 1.1 Deliverable
 - Meeting Minutes (PDF)

Task 1.2 Information Gathering & Review – During the Project Kick-Off Meeting, Spohn Ranch and the Client will take stock of existing site data, studies and any other information pertinent to the project and project site. We will review existing information and work with the Client to collect additional information as necessary. The site information typically required to begin design work is as follows:

- Site survey (AutoCAD)
- As-built drawings
- Geotechnical report
- Any master plan design work or future improvements planned for the site
- Any local, state or federal design requirements

Task 1.3 Site Walkthrough – Spohn Ranch and the Client will conduct a site walkthrough to review existing conditions, photograph the site and discuss opportunities and constraints.

- Task 1.3 Deliverable
 - Walkthrough Minutes (PDF)

Task 1.4 Public Input Meeting #1 – Spohn Ranch will lead an in-person public meeting to collect design input from the community.

- Task 1.4 Deliverable
 - Meeting Flyer (JPEG)
 - Meeting Minutes (PDF)

Task 1.5 Public Input Survey – Spohn Ranch will create an online survey to collect design input from the community.

- Task 1.5 Deliverable
 - Online Survey (URL)

Task 1.6 75% Design Development – Incorporating feedback from Public Input Meeting #1, Spohn Ranch will prepare two (2) alternate conceptual designs. Conceptual designs will address footprint, access, circulation, spacing, elevations and terrain sections, but not detail the specific dimensions of every obstacle.



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LOS ANGELES, CA 90230

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- Task 1.6 Deliverable
 - 3D Renderings (JPEG)
 - Labeled & Scaled 2D Site Plans (PDF)
 - Construction Cost Estimates (PDF)
 - 2D Bases (AutoCAD)

Task 1.7 Public Input Meeting #2 – Spohn Ranch will lead a virtual public meeting to present 75% Design Development and solicit feedback.

- Task 1.7 Deliverable
 - Meeting Flyer (JPEG)
 - Meeting Minutes (PDF)

Task 1.8 95% Design Development – Incorporating feedback from Public Input Meeting #2, Spohn Ranch will refine the preferred conceptual design to a 95% Design Development level.

- Task 1.8 Deliverable
 - 3D Renderings (JPEG)
 - Labeled & Scaled 2D Site Plan (PDF)
 - Construction Cost Estimate (PDF)
 - 2D Base (AutoCAD)

Task 1.9 Public Input Meeting #3 – Spohn Ranch will lead a virtual public meeting to present 95% Design Development and solicit feedback.

- Task 1.9 Deliverable
 - Meeting Flyer (JPEG)
 - Meeting Minutes (PDF)

Task 1.10 100% Design Development – Incorporating feedback from Public Input Meeting #3, Spohn Ranch will refine the preferred conceptual design to a 100% Design Development level.

- Task 1.10 Deliverable
 - 3D Renderings (JPEG)
 - Labeled & Scaled 2D Site Plan (PDF)
 - Construction Cost Estimate (PDF)
 - 2D Base (AutoCAD)

PHASE 2 – CONSTRUCTION DOCUMENTS (ADD ALTERNATE 1)

Task 2.1 Construction Documents Kick-Off Meeting – Spohn Ranch will lead a virtual meeting with the Client to review 100% Design Development, special requirements and points of coordination.

- Task 2.1 Deliverable
 - Meeting Minutes (PDF)



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Task 2.2 85% Construction Documents – Spohn Ranch will prepare professional construction documents detailing the site improvements.

- Task 2.2 Deliverable (PDF & AutoCAD)
 - Title Sheet
 - Erosion & Sediment Control Plan
 - Demolition Plan
 - Information Plan
 - 3D Perspective
 - Layout Plan
 - Steel Plan
 - Color Plan
 - Jointing Plan
 - Grading & Drainage Plan
 - Sections
 - Construction Details
 - Technical Specifications

Task 2.3 85% Construction Documents Review Meeting – The Client will review the 85% Construction Documents submittal and prepare redline comments. Spohn Ranch will lead a virtual meeting with the Client to review the redline comments and identify actions necessary to address the comments.

- Task 2.3 Deliverable
 - Meeting Minutes (PDF)

Task 2.4 100% Construction Documents – Spohn Ranch will incorporate feedback from the 85% Construction Documents Review Meeting and prepare a 100% Construction Documents submittal sealed by a NJ-licensed structural engineer.

- Task 2.4 Deliverable
 - 100% Construction Documents (PDF & AutoCAD)



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EXHIBIT B – PROJECT FEES

Fees for services described in Exhibit A shall be incurred and paid pursuant to the following schedule:

PHASE 1 – DESIGN DEVELOPMENT (BASE BID)

TASK:	FEE:
PUBLIC INPUT MEETINGS	
DRAFTING, 3D MODELING & RENDERING	
COST ESTIMATING	
MISCELLANEOUS PROJECT MANAGEMENT & COORDINATION	
TOTAL FEES:	\$8,250.00

PHASE 2 – ADD ALT CONSTRUCTION DOCUMENTS (ADD ALTERNATE 1)

TASK:	FEE:
DRAFTING	
TECHNICAL SPECIFICATIONS	
COST ESTIMATING	
STRUCTURAL ENGINEERING	
MISCELLANEOUS PROJECT MANAGEMENT & COORDINATION	
TOTAL FEES:	\$12,500.00

- Reimbursable expenses (travel, printing, etc.) are included in the above fees
- Fees do not include any work not expressly described in Exhibit A

Spohn Ranch's standard payment terms are based upon the following milestones:

- 10% upon signing of the agreement
- 20% upon completion of first design workshop
- 30% upon completion of first conceptual design
- 30% upon completion of construction documents
- 10% within 30 days of completion of construction documents



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EXHIBIT C – TERMS & CONDITIONS

CLIENT (“Client”):

CITY OF LINWOOD, NJ
400 POPLAR AVE
LINWOOD, NJ 08221

PROJECT (“Project”):

LINWOOD SKATEPARK

(“Client”), and Spohn Ranch, Inc., a California Corporation, (“Spohn”, “Contractor” or “Consultant”), located at 6824 S. Centinela Avenue, Los Angeles, CA 90230, (collectively, the “Parties”) hereby agree enter into this Agreement (“Agreement”) effective on the date executed by the Parties as follows:

1. Contract Documents. The documents (“Contract Documents”) comprising this Agreement shall be:

- this Agreement;
- Spohn’s proposal and Client’s purchase orders

The following Exhibits are incorporated into this Agreement:

- Exhibit A – Scope of Work
- Exhibit B – Project Fees
- Exhibit C – Terms and Conditions

The Contract Documents are intended to supplement one another and should be so construed to the extent possible and reasonable. In the event of a conflict among one or more of the Contract Documents, this Agreement shall govern, then the Terms and Conditions. The remainder of the Contract Documents shall take priority based on the order set forth in this Section.

2. Project Fees, Expenses & Authorization to Proceed. The Project fees and costs (“Project Fees”) are set forth in Exhibit B. The Parties understand and agree that all Work requested that is not specified within the Scope of Work shall result in an equitable adjustment to the contract price and time. The Parties understand and agree that Spohn shall not be bound to perform work not specified within the Scope of Work (“Work”) absent an additional purchase order or written change order agreed to by Spohn in writing. Client’s execution of this Agreement authorizes Spohn to proceed with the Work.

3. Payment, Acceptance of Work. Spohn shall invoice Client per Exhibit B. Client shall pay invoices upon receipt. Interest on amounts unpaid after thirty days shall accrue at 1% interest of the cumulative outstanding balance per month (12% annual rate), compounded monthly. Client agrees that all Work described in an invoice that is not objected to in a writing within five days of receipt of the invoice shall be deemed to be final and binding upon the Parties as to the amounts due, the adequacy of Spohn’s performance, and the value of the services provided to Client. Any written objections shall specify the claimed defects sufficiently to allow Spohn’s prompt and effective correction.

Spohn shall notify Client upon Spohn’s determination that the Work has been completed. Upon receipt of this notice, Client shall have ten days to notify Spohn of any claimed deficiencies in the Work that are discoverable upon exercise of reasonable diligence, otherwise, the Work, or portion thereof, shall be deemed complete (“Project Completion”) and accepted. Project Completion and acceptance shall occur earlier in the event that Client acknowledges the same in writing, including Spohn’s form designated for such purposes, or occupies or uses the Work.

4. Ownership of Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the Contract Documents, furnished by Spohn to Client under this Agreement (“Work Product”) are deemed to be instruments of service. Spohn shall retain ownership and property interests to all Work Product, including but not limited to any Intellectual Property rights, copyrights and/or patents, subject to the provisions set forth below. Client shall be permitted to retain copies, including reproducible copies of the Work Product. Work Product shall not be used by the Client or others on other projects, for additions to this Project for completion of this Project by others.



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5. Intellectual Property Rights. Intellectual Property or IP means all licenses, trade secrets, copyrights, patents, trademarks, proprietary information and other rights related to the Work or otherwise necessary for the design and maintenance of the Project, including all Project-related documents, models, computer drawings and other electronic expressions, photographs and other expressions.

6. Use of Design. Upon Client's payment in full for all Work performed under the Contract Documents, Spohn shall grant Client a limited license to use the Work Product in connection with Client's occupancy of the Project, conditioned on Client's express understanding that its alteration of the Work Product without the involvement of Spohn is at Client's sole risk and without liability or legal exposure to Spohn or anyone working by or through Spohn, and on the Client's obligation to provide the indemnity set forth below. Client shall not use, nor cause to be used, any of the aforementioned documents or other information on another project or for completion of this project by others without the express, written consent of Spohn.

7. Authorized Representatives. Unless otherwise specified, each party shall designate an authorized representative who shall communicate with the other party on ordinary matters related to the Work and the Project. This Agreement may not be modified except by Spohn's authorized signing officer, Kirsten Dermer or the Client's authorized signing officer, _____.

8. Schedule. Spohn will provide the Client with a preliminary schedule for the Project. This schedule shall indicate the dates for the starting and completion of the various stages of design and construction, and shall contain the necessary information to allow the Client to monitor the progress of the Work. The schedule may be revised as is necessitated by the conditions of the Work and for those conditions and events which are beyond the Spohn's control. Each party's representative shall acknowledge and approve, in a writing, any schedule changes. Approval shall not be unreasonably withheld by either party. Notwithstanding any other provision in this Section, Spohn reserves the right to alter the schedule on the grounds of weather, which in Spohn's reasoned judgment, shall impair or unduly delay or burden the Work.

9. Project Commencement and Completion. Unless otherwise expressly noted, the term completion in this Agreement shall mean substantial completion. Substantial Completion is the stage of progress when the Work or a designated portion thereof is sufficiently complete in accordance with this Agreement so that the Client can occupy or use the Work for its intended use. The contract time is the time within which Spohn is to achieve substantial completion of the Work, subject to adjustments as set forth in this Agreement.

10. Work of Other Contractors; Site Risk. Spohn shall assume no risk or liability for the work performed, or contractually obligated to be performed, by Client, its agents, or any third-party not under Spohn's direct control, including but not limited to other contractors or suppliers that Client or its agents cause to perform work for or related to the Project. Spohn's full or partial performance of the Work shall in no way act as an approval as to the performance of the work of other contractors including any site preparation work or latent site conditions or risks. Any such approvals must be in writing, signed by Spohn's authorized signing officer, Kirsten Dermer, after full disclosure of all material information to Spohn and such approvals shall only extend to information that is actually disclosed to Spohn.

11. Disclosure of Information; Reliance Thereon. Client shall disclose to Spohn all information in its custody or control that may be reasonably necessary for Spohn's performance of the Work. Client acknowledges that Spohn shall have no risk nor liability related to site conditions not disclosed to Spohn and/or not knowable with the exercise of reasonable diligence. Spohn shall be entitled to rely on the accuracy of any information prepared by Client or other information set forth in Client's project criteria. Spohn shall be entitled to an equitable adjustment in the Project Fees and/or project schedule to the extent Spohn's cost and/or time of performance have been adversely impacted by inaccurate or incomplete information, changes in information made subsequent to Spohn's reliance upon prior design information, or Spohn's discovery of changed conditions not known or knowable upon reasonable diligence.

12. Subcontracting. Client consents to Spohn's use of subcontractors to perform portions of the Work. Spohn's use of one or more subcontractor's shall not eliminate Spohn's responsibility for performance of the obligations arising under the Contract Documents.

13. Indemnity and Limitation of Liability. Notwithstanding any provision below, Client agrees that the liability of Spohn, its agents and employees, in connection with services hereunder to the Client and to any persons having contractual relationships with Client, resulting from negligent acts or omissions of Spohn, its agents and/or employees, shall be limited to the amount of the contract price set forth in this Agreement that has been actually paid to Spohn to the fullest extent allowable under the law and shall exclude any special or consequential damages.

Spohn shall indemnify and hold harmless Client, their agents and employees from claims, demands, causes of actions and liabilities of arising out of or in connection with Spohn's services provided pursuant to this Agreement that are solely and proximately caused by Spohn's negligence or willful misconduct. Client shall indemnify and hold harmless Spohn Ranch, Inc. and their agents and employees from claims, demands, causes of actions and liabilities of arising out of or in connection with Client's acts and omissions performed



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pursuant to this Agreement that are solely and proximately caused by Client's negligence or willful misconduct. In the event that claims, demands, causes of actions, or liabilities arising out of or in connection with Spohn's performance under this Agreement are jointly and proximately caused by the actions of Spohn, Client, and/or any third party, no party shall indemnify, hold harmless, or defend the other, and each party shall bear its own attorney's fees and costs of suit, and liability shall be apportioned pursuant to the relative fault of each party. In any case where attorney's fees, expert witness or other litigation related-fees or expenses, or costs of suit or arbitration ("Litigation Fees") have been advanced or paid under this Section ("Advanced Fees"), and a court or arbitrator adjudicates that the indemnifying party should not bear those costs, the indemnified party or parties shall be liable for those amounts; and Litigation Fees shall be awarded to any prevailing party in a dispute relating to the determination and/or the non-payment Advanced Fees.

14. Confidentiality. Due to the nature of the Project, each parties' employees, officers, agents, and affiliates may be privy to information regarding one another's business operations which one or the other regards as confidential or proprietary. The Parties shall only disclose such information to such persons as is reasonably necessary to complete the Project and only if such persons agree to maintain the confidentiality of such information in a written agreement.

15. Severability. The Parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other and remaining provisions of this Agreement, and that the invalidity or unenforceability of any Agreement provision shall not affect the validity or enforceability of any other provision or provisions of this Agreement. Provided however, if such provision may be modified so as to be valid as a matter of law, then the provision shall be deemed to be modified so as to be enforceable to the maximum extent permitted.

16. Default. In the event of a default of any provision of this Agreement the non-defaulting party shall provide written notice describing the default and what methods the non-defaulting party deems necessary to cure said default. If, after ten (10) days after receiving such a notice, the defaulting party has not cured then, the non-defaulting party shall have the right to terminate this Agreement upon written notice. Any and all sums that have been earned, including out of pocket expenses, shall remain due and payable notwithstanding any termination pursuant to this section. For purpose hereof, any failure of Client to pay sums due under this Agreement for a period of sixty-(60) days shall be deemed justifiable grounds for declaration of default. In event Client's default for failure to pay, Client shall be liable for the costs of performance until the time that Spohn has declared a default, at which point, Work shall be ceased, and Spohn's damages shall be due and payable.

17. Suspension of Work.

- A. **Suspension in Lieu of Termination.** In the event Spohn has the right to terminate as set forth above, Spohn may, at its sole and absolute discretion, decide to suspend performance of services under this Agreement. If Spohn elects to suspend services, Spohn shall give 10 days' written notice to Client before suspending services.
- B. **Client's Suspension.** If Client suspends the Project, Spohn shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, Spohn shall be compensated for reasonable expenses incurred in the interruption and resumption of services. Spohn's fees for the remaining services and the time schedules shall be equitably adjusted. Any suspension over 120 days shall grant Spohn the option to terminate upon 30 days' written notice.

18. Professional Reports. The Client shall furnish, for the site of the Project, topographical surveys describing the physical characteristics; soils reports and subsurface investigations; legal limitations; utility locations; and a legal description, including a property survey and Project benchmark. The Client agrees to assume responsibility for personal and/or property damage due to Spohn's interference with subterranean structures such as pipes, tanks and utilities not correctly shown on the documents or that are not contained in written information provided prior to the commencement of the Work.

19. Delay. If Spohn is delayed at any time in the progress of the Project by any act of the Client, or any separate contractor employed by the Client or by the action of any governmental agency or regulatory body, or by change orders in the Project, or by labor disputes, fire, unusual delay in transportation, unusual delay in issuance of building permits or zoning or utility services, unusual delay or shortages in material supplies, adverse weather conditions not reasonably anticipatable, unavoidable casualties, acts of God, or any other causes beyond the Spohn's reasonable control, then the time within which the Work is to be completed shall be adjusted accordingly. If Spohn is delayed by any act of Client or by any separate contractor employed by Client or for any other cause for which the Client is responsible, then in addition to an extension of the contract time, Spohn will be compensated for all costs which it incurs as a result of such delay, and a change order will be issued therefore.

20. Notice. Any notice to the parties required under this Agreement shall be in writing (unless otherwise specified in this Agreement), delivered to the person below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United



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States mail, first-class return-receipt, courier (i.e. UPS, Federal Express, etc.), personal delivery, electronic mail, or other reasonable methods shall be used. Notices are deemed delivered when actually received (prima facie evidence of receipt shall be any type of delivery receipt provided by the aforementioned means of delivery). All notices shall be sent to:

Contractor:

Spohn Ranch, Inc.
6824 South Centinela Ave.
Los Angeles, CA 90230
Attn: Kirsten Dermer, CEO

Client:

City of Linwood, NJ
400 Poplar Ave
Linwood, NJ 08221
Attn: _____



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21. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, except as specifically provided otherwise, without regard to conflict of law principles.

22. Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles, California, before one arbitrator, who shall be a retired judge. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitrator shall determine any issues of arbitrability or enforcement of the arbitration clause. Judgment on the Award may be entered in any court having jurisdiction specifically included any state or federal court in Los Angeles County, California. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall, in the Award, allocate costs and Litigation Fees including the costs of arbitration to the prevailing party in accordance with the Attorney's Fees provision, below. This clause has been separately bargained for. The contract price would otherwise be higher and bonding required but for this arbitration clause.

23. Insurance. Spohn shall, at its expense, procure and maintain insurance with carriers acceptable to Client, and in amounts set forth below. Contractor shall provide certificates of insurance to Client upon request. The certificates of insurance shall provide that there will be no cancellation nor reduction of coverage without thirty (30) days prior written notice to Client. Required coverage amounts:

- Workers Compensation and Employers Liability insurance in the amount of \$1,000,000;
- Automobile Coverage for all Owned, Non-Owned and Hired vehicles in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate;
- Comprehensive General Liability or Commercial General Liability insurance covering all operations or job specific in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate;
- Excess Liability/ Umbrella Insurance in the amount of \$5,000,000;
- Errors and Omissions/ Professional Liability insurance in the amount of \$2,000,000 per occurrence, \$2,000,000 aggregate.

24. Assignment. Any attempt to assign the rights and obligations of either party, except as otherwise specified in this Agreement, is null and void except as to affiliates, wholly owned subsidiaries, or any a lender providing financing for the Project if the lender agrees to assume the Client's rights and obligations under this agreement and Spohn consents to such an assignment, which consent may only be withheld on the grounds that, in good faith, Spohn does not believe that assignee lender can or will render full performance of the obligations and duties set forth herein.

25. Relationship of Parties. The Parties are arm's length bargainers. No provision of the Contract Documents or subsequent conduct of the parties shall be construed to create the relationship of principal and agent, partners, or joint ventures between the Parties.

26. No Third-Party Rights. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Spohn.

27. Attorney's Fees. In the event of any action, suit, arbitration, or other proceeding of any nature is brought in connection with the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable Litigation Fees and other costs and expenses of suit.

28. Entire Agreement. This Agreement embodies the entire agreement of the parties on the subject matter herein. No amendment or modification of this Agreement shall be valid or binding upon unless made in writing and signed by the authorized signing officers of

the Parties. Spohn's authorized signing officer is Kirsten Dermer. All prior understandings and agreements relating to the subject matter of this Agreement are hereby expressly superseded and merged into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for themselves, their heirs, executors, successors, administrators and assignees as of the date(s) listed below.

PLEASE CHECK THE DESIRED SCOPE SELECTION:

_____ BASE BID

_____ ADD ALTERNATE 1

By: _____

_____, City of Linwood, NJ

Date

By: _____

Kirsten Dermer
CEO, Spohn Ranch, Inc.

Date



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RESOLUTION No. 71, 2025

A RESOLUTION AUTHORIZING THE REFUND OF A CONSTRUCTION PERMIT APPLICATION C-2024-00260 TO SUNNYMAC, LLC

WHEREAS, SunnyMac, LLC. paid \$771.00 to the City of Linwood for Construction Permit Application C-2024-00260 with regard to a solar project at 1005 Barlett Avenue in the City of Linwood; and

WHEREAS, the homeowner has decided not to move forward with the project; and

WHEREAS, a refund is due in the amount of \$572.00;

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 hereby is authorized, empowered and directed to issue a check from the City of Linwood in the amount of \$572.00 to SunnyMac, LLC, 413 8th Avenue, Willmington, NJ 19805 as a refund of Construction Permit Application C-2024-00260.

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 12th day of March, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of March, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 72, 2025

A RESOLUTION AUTHORIZING THE ISSUANCE OF A RAFFLE LICENSE, #2025-09, TO
MAINLAND GIRLS TRACK BOOSTER CLUB

WHEREAS, Mainland Girls Track Booster Club has applied for a Raffle License to conduct games on April 15, 2025; and

WHEREAS, Mainland Girls Track Booster Club has fulfilled all of the requirements and met all qualifications for such a license, including but not limited to obtaining a Registration Identification Number, that number being 257-5-41341;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that a Raffle License be issued to Mainland Girls Track Booster Club and that the Clerk be authorized to sign any documentation deemed necessary or useful.

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 12th day of March, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of March, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

Part I - Statement of Applicant and member(s) in charge

State of New Jersey
County of Atlantic } ss.

We do hereby each make the following statement, under oath, with respect to the foregoing application:

1. The applicant (is) (is not) limited in its activities to the furtherance of one or more authorized purposes as defined in the Raffles Licensing Law.
2. Prior to the issuance of any license to it to conduct games of chance, the applicant was actively engaged in serving one or more "authorized purposes."
3. The applicant has received and used, and in good faith expects to continue to receive and use, to further one or more authorized purposes, funds from sources other than games of chance.
4. The conduct of the games on the occasion or occasions for which this application is made will be to raise and devote the entire net proceeds to the authorized purpose described in the application.
5. For each occasion for which a license is sought, one or more of the members listed who are familiar with the Raffles Licensing Law and the Rules and Regulations, will be in full charge of, and primarily responsible for, the conduct of the games.
6. No commission, salary, compensation, reward or recompense will be paid to any person for holding, operating or conducting or assisting in the holding, operation or conducting, of the games, except to bookkeepers or accountants for professional services not exceeding the amounts fixed by the Schedule of Fees, as well as the compensation for the Licensed Compensated Workers pursuant to N.J.A.C. 13:47-6A. No prize may be offered and given in cash, except as otherwise provided by the Raffles Licensing Law (N.J.S.A. 5:8-50 et seq.). If a cash prize under certain circumstances is permitted by the law, the amount of the cash prize may not exceed the limits prescribed by the Raffles Licensing Law.
7. All statements in the foregoing application are true.

Sworn and subscribed to before me this
25 day of February, 2025.

Michele Stamatopoulos
Notary Public (Print name)
[Signature]
Signature of Notary Public

[Signature] president
Signature of Officer and Title

Member in Charge

Member in Charge

Member in Charge

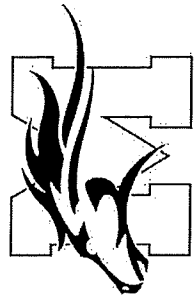
Member in Charge



MICHELE STAMATOPOULOS
Notary Public, State of New Jersey
Comm. # 2449939
My Commission Expires 9/16/2029

If more space is needed in any section of this application, insert extra sheets of paper.

Applicant's registration slip from the *Legalized Games of Chance Control Commission* must be presented to the Municipal Clerk with this application.



Mustangs Girls Track 2025 Prize Raffle

Ticket # 001

Amazing Prize Package!

Retail Value \$1,264

Drawing April 15, 2025

*No substitution of the offered prize may be made
and no cash will be given in lieu of prize*

Fundraiser for Banquet

LIC: 257-5-41341
RL 2024-02

**COST
\$25**



Mustangs Girls Track 2025 Prize Raffle

**Prize Package COST
Drawing 4/15 \$25**

Name _____

Phone _____

LIC: 257-5-41341

Ticket # 001

Mustangs Girls Track 2025 Prize Raffle

Amazing Prize Package!

Retail Value \$1,264



Pellet Smoker/Grill,

Four Phillies tickets vs. Reds on 7/6,

AND a Yeti Cooler!

Pursuant to N.J.S.A. 5:8-6, a Legalized Games of Chance Control Commission Registration is hereby issued to:
Effective date: 10/06/2023 Expiration date: 10/06/2025 Registration identification: 257-5-41341


MAINLAND GIRLS TRACK BOOSTER CLUB
106 OFFSHORE RD
EGG HARBOR TWP, NJ 08234



New Jersey Office of the Attorney General
Division of Consumer Affairs
Legalized Games of Chance Control Commission
Registration

Neither registration nor the assignment of an identification number shall entitle any organization to hold, operate or conduct, or assist in the holding, operating or conducting of, any game or games of chance without the approval of the issuing authority of the municipality in which the game or games are to be held, operated or conducted.
Name of organization on application and license must be the same as it appears on this registration.
This Registration Certificate may only be utilized by the above-named organization.

Mail to: MAINLAND GIRLS TRACK BOOSTER CLUB
106 OFFSHORE RD
EGG HARBOR TWP, NJ, 08234
Attn:


Edward F. Barrett, Secretary
Legalized Games of Chance Control Commission

RESOLUTION No. 73, 2025

A RESOLUTION AUTHORIZING THE ISSUANCE OF A RAFFLE LICENSE, #2025-10, TO
F & AM KEYSTONE BELCHER LODGE #153

WHEREAS, F & AM Keystone Belcher Lodge #153 has applied for a Raffle License to conduct games on August 2, 2025; and

WHEREAS, F & AM Keystone Belcher Lodge #153 has fulfilled all of the requirements and met all qualifications for such a license, including but not limited to obtaining a Registration Identification Number, that number being 257-6-43660;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that a Raffle License be issued to F & AM Keystone Belcher Lodge #153 and that the Clerk be authorized to sign any documentation deemed necessary or useful.

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 12th day of March, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of March, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____



New Jersey Office of the Attorney General
 Division of Consumer Affairs
 Legalized Games of Chance Control Commission
 124 Halsey Street, 6th Floor, P.O. Box 46000
 Newark, New Jersey 07101
 (973) 273-8000

Application for a Raffle License

Application No. RA 2025-10
 Identification No. 257-6-43660

Submit four (4) copies of this application to the Municipal Clerk's office in the municipality where the games will be conducted.

Please print clearly.

Name of municipality: Linwood, NJ

Part A - General

1. Name of applying organization: F&AM Keystone Belcher Lodge #153
 2a. Street address of headquarters: 808 Shore Rd, Linwood, NJ 08221
 b. Mailing address (if different): _____

3. A license is requested to conduct raffles of the kind stated on the date, or on each of the dates, and during the hours listed (use a separate application for each type of raffle).

Date	Hours	Date	Hours
<u>8/2/2025</u>	<u>5:00PM</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4a. Address of place where raffles will be played: 808 Shore Rd, Linwood, NJ 08221

b. Does the applicant own the premises or regularly occupy them for its general purposes? Yes No

5. If raffles equipment is to be rented, attach a statement by the raffles equipment lessor to this application on Form 13.

Part B - Schedule of Expenses

The items of expense intended to be incurred or paid in connection with the games listed in this application, the names and addresses of the persons to whom each item is to be paid, and the purpose for which each item is to be paid, are:

Item of Expense	Name and address of supplier	Purpose
<u>Ticket Printing</u>	<u>EHP Tickets</u>	<u>33.95</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Part I - Statement of Applicant and member(s) in charge

State of New Jersey

County of Atlantic

} ss.

We do hereby each make the following statement, under oath, with respect to the foregoing application:

1. The applicant (is) (is not) limited in its activities to the furtherance of one or more authorized purposes as defined in the Raffles Licensing Law.
2. Prior to the issuance of any license to it to conduct games of chance, the applicant was actively engaged in serving one or more "authorized purposes."
3. The applicant has received and used, and in good faith expects to continue to receive and use, to further one or more authorized purposes, funds from sources other than games of chance.
4. The conduct of the games on the occasion or occasions for which this application is made will be to raise and devote the entire net proceeds to the authorized purpose described in the application.
5. For each occasion for which a license is sought, one or more of the members listed who are familiar with the Raffles Licensing Law and the Rules and Regulations, will be in full charge of, and primarily responsible for, the conduct of the games.
6. No commission, salary, compensation, reward or recompense will be paid to any person for holding, operating or conducting or assisting in the holding, operation or conducting, of the games, except to bookkeepers or accountants for professional services not exceeding the amounts fixed by the Schedule of Fees, as well as the compensation for the Licensed Compensated Workers pursuant to N.J.A.C. 13:47-6A. No prize may be offered and given in cash, except as otherwise provided by the Raffles Licensing Law (N.J.S.A. 5:8-50 et seq.). If a cash prize under certain circumstances is permitted by the law, the amount of the cash prize may not exceed the limits prescribed by the Raffles Licensing Law.
7. All statements in the foregoing application are true.

Sworn and subscribed to before me this

1 day of 3, 2025

Carriann Kelly

Notary Public (Print name)

Carriann Kelly

Signature of Notary Public



[Signature] Asst. Secretary

Signature of Officer and Title

Signature of Member-in-Charge

Signature of Member-in-Charge

Signature of Member-in-Charge

Signature of Member-in-Charge

If more space is needed in any section of this application, insert extra sheets of paper.

Applicant's registration slip from the *Legalized Games of Chance Control Commission* must be presented to the Municipal Clerk with this application.

Effective date: 01/16/2024

Expiration date: 01/16/2026

Registration identification: 257-6-43660

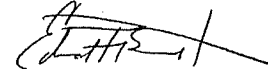
F & AM KEYSTONE BELCHER LODGE #153
808 SHORE RD
LINWOOD, NJ 08221

New Jersey Office of the Attorney General
Division of Consumer Affairs
Legalized Games of Chance Control Commission
Registration

Neither registration nor the assignment of an identification number shall entitle any organization to hold, operate or conduct, or assist in the holding, operating or conducting of, any game or games of chance without the approval of the issuing authority of the municipality in which the game or games are to be held, operated or conducted.

Name of organization on application and license must be the same as it appears on this registration.
This Registration Certificate may only be utilized by the above-named organization.

Mail to: F & AM KEYSTONE BELCHER LODGE #153
808 SHORE RD
LINWOOD, NJ, 08221
Attn:



Edward F. Barrett, Secretary
Legalized Games of Chance Control Commission

No 00001

Address

City

Phone

Seller

Keystone Belcher Lodge #153

257643660

**Keystone Belcher Lodge #153
2025 Summer Raffle**

1st Prize-\$1000 2nd Prize-\$500 3rd Prize-\$250

4th Prize-\$100 5th thru 10th Prize-\$25 each

Drawing: August 2, 2025 5PM

at our Annual Pork Roast

808 Shore Rd, Linwood NJ 08221

Proceeds for Masonic Charities

Winner Need Not Be Present

Donation \$20.00

Keystone Belcher Lodge #153

No 00001

You have Selected **BLUE 67** vellum bristol This line of text will not print on your ticket.

257643660

RESOLUTION No. 74, 2025

A RESOLUTION AUTHORIZING THE APPOINTMENT OF A QUALIFIED PURCHASING AGENT FOR THE CITY OF LINWOOD

WHEREAS, N.J.S.A. 40A:11-9 establishes the criteria for qualifying as a Qualified Purchasing Agent; and

WHEREAS, Leigh Ann Napoli, City Administrator/Municipal Clerk has successfully passed the Qualified Purchasing Agent examination and holds a Qualified Purchasing Agent License issued by the Director of the Division of Local Government Services in accordance with N.J.S.A. 40A:11-9; and

WHEREAS, with the appointment of a Qualified Purchasing Agent, the City of Linwood shall maintain its bid threshold of \$44,000;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that Leigh Ann Napoli, City Administrator/Municipal Clerk, is hereby appointed as Qualified Purchasing Agent for the City of Linwood to exercise the duties of a purchasing agent pursuant to N.J.S.A. 40A:11-2(30), with specific relevance to the authority, responsibility, and accountability of the purchasing activity of the contracting unit.

BE IT FURTHER RESOLVED, that the compensation for the Qualified Purchasing Agent shall be an annual salary of \$8,000.00 in accordance with the Linwood Salary Ordinance and all amendments thereto.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be forwarded to the Director of the Division of Local Government Services.

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 12th day of March, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of March, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____