

LINWOOD COMMON COUNCIL

CAUCUS AGENDA

June 11, 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 _____ Mr. Kelly _____
Mr. Levinson _____ Mr. Michael _____ Mr. Salerno _____
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
5. Councilman Kelly
 - A. Neighborhood Services
6. Councilman Levinson
 - A. Revenue & Finance
7. Councilman Michael
 - A. Public Safety
 1. Resolution awarding a Non-Competitive Contract for Professional Services to RJH Law Enforcement Consultants for Consulting Services regarding a personnel matter
 2. Resolution awarding a Non-Competitive Contract for Professional Services to Barker, Gelfand James & Sarvas, P.C. for Legal Services regarding a personnel matter
8. Councilman Walcoff
 - A. Public Works
 1. Library elevator
9. Council President Ford
 - A. Administration
 1. Field usage fees for outside organizations
10. Solicitor's Report

**LINWOOD COMMON COUNCIL
AGENDA OF REGULAR MEETING
June 11, 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 Matt Levinson

ROLL CALL

APPROVAL OF MINUTES WITHOUT FORMAL READING

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.

- | | |
|-----------------|--|
| 119-2025 | A Resolution awarding a Non-Competitive Contract for Professional Services to RJH Law Enforcement Consultants for Consulting Services regarding a personnel matter |
| 120-2025 | A Resolution awarding a Non-Competitive Contract for Professional Services to Barker, Gelfand James & Sarvas, P.C. for Legal Services regarding a personnel matter |

APPROVAL OF BILL LIST: \$

MEETING OPEN TO THE PUBLIC

FINAL REMARKS BY MAYOR AND COUNCIL

ADJOURNMENT

RESOLUTION No. 119, 2025

A RESOLUTION AWARDING A NON-COMPETITIVE CONTRACT FOR PROFESSIONAL SERVICES TO RJH LAW ENFORCEMENT CONSULTANTS FOR CONSULTING SERVICES REGARDING A PERSONNEL MATTER

WHEREAS, there exists within the City of Linwood, New Jersey, the need to engage a professional for consulting services regarding a personnel matter within 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 RJH Law Enforcement Consultants, 54 Inverness Drive, Kendall Park, NJ 08852, is hereby hired for an amount not to exceed \$5,600.00 for consulting services regarding a personnel matter within the City of Linwood, as per the attached proposal, and all matters relating thereto;

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 RJH Law Enforcement Consultants 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 11th day of June, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 11th day of June, 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, QPA, City Clerk
Date: 06-04-2025
Re: Availability of Funds-Hearing Officer Fees

Pursuant to 40A: 4-57, I hereby certify that sufficient funds of \$5,600.00 will be available under legal services in the operating budget. Funds will be encumbered to Raymond J. Hayducka Jr., 54 Inverness Drive Kendall Park, NJ 08852.

RJH Law Enforcement Consultants

Rhayducka@verizon.net

Quote for Services

Date: May 28, 2015

RE: Hearing Officer Services

1. Estimate Three Days of hearing at \$1400.00 per day = \$4200.00
2. Any additional days will be at \$1400.00 per day or \$175.00 per hour (4-hour minimum)
3. Report Construction / Document Review \$175.00 per hour (Estimate 8 Hours)

Note: No charge for travel time excluded due to close proximity.

Quote Estimate Total = \$ 5600.00

Note: In the event it is less than estimated time it will cost will less.

RESOLUTION No. 120, 2025

A RESOLUTION AWARDING A NON-COMPETITIVE CONTRACT FOR PROFESSIONAL SERVICES TO BARKER, GELFAND JAMES & SARVAS, P.C. FOR LEGAL SERVICES REGARDING A PERSONNEL MATTER

WHEREAS, there exists within the City of Linwood, New Jersey, the need to engage a professional for legal services regarding a personnel matter within 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 Barker, Gelfand James & Sarvas, P.C., 210 New Road, Suite 12, Linwood, NJ 08221, is hereby hired for an amount not to exceed \$10,000.00 for legal services regarding a personnel matter within the City of Linwood, as per the attached proposal, and all matters relating thereto;

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 Barker, Gelfand James & Sarvas, P.C. 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 11th day of June, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 11th day of June, 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, QPA, City Clerk
Date: 06-06-2025
Re: Availability of Funds-Hearing Officer Fees

Pursuant to 40A: 4-57, I hereby certify that sufficient funds of \$10,000.00 will be available under legal services in the operating budget. Funds will be encumbered to Barker, Gelfond James & Sarvas P.C., 210 New Road, Suite 12 Linwood, NJ 08221.

AGREEMENT TO PROVIDE LEGAL SERVICES

THIS AGREEMENT TO PROVIDE LEGAL SERVICES, is made between the Client(s),

The City of Linwood
c/o Leigh Ann Napoli, RMC, CMR, MPA
City Administrator
Municipal Clerk
Registrar of Vital Statistics
Phone: (609) 926-7970
email: lnapoli@linwoodcity.org

hereinafter sometimes referred to as "You" or the "Client"; and, Barker, Gelfand James & Sarvas, P.C. whose address is 210 New Road, Suite 12, Linwood Greene, Linwood, NJ 08221, hereinafter sometimes referred to as the "Law Firm" or the "Firm."

1. **LEGAL SERVICES TO BE PROVIDED.** You agree that this Law Firm will represent you in the following matter:

Linwood Administrative Hearing IMO Lt. Chester Brown

The legal work includes all necessary research, investigation, preparation and drafting of pleadings and other legal documents, trial preparation, court appearances, and related work to properly represent you in this matter.

2. **ADDITIONAL LEGAL SERVICES.** If you need any other services which may or may not be related to the above matter, you and the Law Firm may make a new Agreement to provide other services.
3. **LEGAL FEES.** The Law Firm cannot predict or guarantee what your final bill will be. This will depend on the amount of time spent on your case and the amount of expenses incurred.
 - A. **INITIAL PAYMENT (RETAINER).** The Law Firm will begin work on your case upon receipt of \$0.00 and you place your initials at Paragraph 6, and your execution of this Agreement. **The initial sum will be applied to your fees and expenses according to this Agreement. Any amount not used will be returned to You.** You acknowledge, if this case does not get resolved very early, you will be asked for additional retainer payments.
 - B. **MINIMUM FEE.** You agree to pay a minimum of Not Applicable for legal services regardless of the amount of time actually spent on this case.

- C. HOURLY RATE. You agree to pay the Law Firm for legal services at the following hourly rates:

<u>RATE PER HOUR</u>	<u>SERVICES OF</u>
\$200	Attorneys
\$85	Paralegal Assistants

- D. ALL SERVICES WILL BE BILLED. You will be billed at the hourly rate(s) set forth in paragraph 3C for all services rendered. This includes telephone calls (minimum charge of 6 minutes), dictating and reviewing letters, travel time to and from meetings and Court, legal research, negotiations and any other legal and investigation services relating to this matter.

- E. COSTS AND EXPENSES. In addition to legal fees, you must pay the following costs and expenses:

Court costs, fees for experts, service fees, special investigator fees, deposition costs, messenger services, photocopying charges, telephone toll calls, postage, and any other necessary expenses in this matter, with no mark ups.

The Law Firm will require the expert(s) be paid directly by you in advance, in full.

4. BILLS. The Law Firm will send you itemized bills or statements monthly. The Law Firm requires all bills for costs and legal expenses are due upon receipt. You will be charged interest at a yearly rate of 18% on any remaining balance not paid within 30 days from the date of the bill.
5. PAYMENT. Should any bill rendered pursuant to this Agreement remain unpaid for a period of thirty (30) days or more the Law Firm will suspend all activities and rendition of services and you hereby consent to this condition of this Agreement.
6. TERMINATION. In the event you do not promptly pay any interim bill or invoice the Law Firm shall have the absolute right to cease providing services, to terminate this Agreement and, where appropriate, to obtain an order of the Court to be relieved as counsel. You hereby agree to consent to a Law Firm motion to be relieved as counsel in the event you do not meet your payment obligations as described in this Agreement.

To acknowledge reading, understanding, and having the provision of paragraphs four (4) five (5) six (6) and seven (7) explained you have initialed this agreement. ()

7. YOUR RESPONSIBILITY. You must fully cooperate with the Law Firm and provide all information relevant to the issues involved in this matter. You must pay all bills as required by this Agreement. If you do not comply with these requirements, you specifically acknowledge that the Law Firm may ask the Court for permission to withdraw from representing you and you will consent to that request. The Law Firm will also withdraw at your request.
8. NO GUARANTEE. The Law Firm agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions which are just and reasonable for you. However, because of the uncertainty of legal proceedings, the interpretation of and changes in the law and many unknown factors, attorneys cannot and do not warrant, predict or guarantee results or the final outcome of any case.
9. SIGNATURES. By signing this Agreement both you and the Law Firm confirm having read understood and accepted the terms of the Agreement. The Law Firm has answered all of your questions and you have had the opportunity to consult with other layers. You further confirm that the Law Firm has answered all your questions and fully explained this Agreement to your complete satisfaction. You have been given a copy of this Agreement.

Law Firm: Barker, Gelfand, James & Sarvas
A Professional Corporation

Client: City of Linwood
c/o Leigh Ann Napoli

By: s/Vanessa James
Vanessa E. James, Esquire

By: _____

Dated: June 5, 2025

Dated: _____