



**BERLIN MAYOR AND COUNCIL
Meeting Agenda**

**Berlin Town Hall
10 William Street
Monday, August 14, 2017**

5:00 PM MAYOR & COUNCIL TOUR OF POLICE FACILITY CONSTRUCTION PROJECT

6:30 PM EXECUTIVE SESSION – Conference Room

- a. Pursuant to Section §3-305(b)(14) Before a contract is awarded or bids are opened, to discuss a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process.
- b. Pursuant to Section §3-305(b)(7) – To consult with Counsel to obtain legal advice on a legal matter.

7:00 PM REGULAR SESSION – Council Chambers

1. Approval of the Minutes for the Regular Session of 07/24/17
2. Berlin Bikeways Project – Planning Director Dave Engelhart
 - a. Motion 2017-22: Approval of the Memorandum of Understanding with the Maryland and Delaware Railroad
 - b. Motion 2017-23: Approval of the design and engineering proposal from DBF
3. Motion 2017-24: Approving Meeting Room Use Policy – Administrative Services Director Mary Bohlen
4. Motion 2017-25: Approving Community Parks and Playgrounds Grant Application for Permanent Restrooms in Stephen Decatur Park– Administrative Services Director Mary Bohlen
5. Motion 2017-26: Limiting parking on Jefferson St. to the east side and approving the installation of no parking signs on the west side – Police Chief Arnold Downing
6. Motion 2017- 27: Conditionally Approving a Subrecipient Agreement with Coastal Bays for the William Street Culvert Project – Town Administrator Laura Allen

7. Departmental Reports:
 - a. Finance Director – Natalie Saleh
 - b. Administrative Services Director – Mary Bohlen
 - c. Water Resources/Public Works – Jane Kreiter
 - d. Electric – Tim Lawrence
 - e. Chief – Arnold Downing
 - f. Planning – Dave Engelhart
 - g. Economic and Community Development – Ivy Wells
8. Town Administrator’s Report
9. Comments from the Mayor
10. Comments from the Council
11. Comments from the Public
12. Comments from the Press
13. Adjournment

Anyone having questions about the meetings mentioned above or needing special accommodations should contact Laura Allen, Town Administrator at (410) 641-4144. Written materials in alternate formats for persons with disabilities are made available upon request.

*TTY users dial 7-1-1 in the State of Maryland.
TTY users outside Maryland dial 1-800-735-2258*



BERLIN MAYOR AND COUNCIL
Meeting Minutes
Monday, July 24, 2017

7:00 PM REGULAR SESSION – Berlin Town Hall Council Chambers

Present: Mayor Gee Williams, Vice-President Elroy Brittingham, Councilmembers Thom Gulyas, Zackery Tyndall, and Troy Purnell.

Absent: Councilmember Burrell.

Staff Present: Town Administrator Laura Allen, Managing Director Jeff Fleetwood, Administrative Services Director Mary Bohlen, Finance Director Natalie Saleh, Police Chief Arnold Downing, Electric Utility Director Tim Lawrence, Planning Director Dave Engelhart, Economic and Community Development Director Ivy Wells, Town Attorney David Gaskill, and Administrative Assistant Kelsey Jensen.

Following the Lord’s Prayer and Pledge of Allegiance, Mayor Williams called the meeting to order at approximately 7:00 PM.

1. Approval of the Minutes for:

a. Executive Session of 07/10/17:

On the motion of Councilmember Gulyas, the Executive Session minutes of July 10, 2017 were approved by the following vote:

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell					X
Troy Purnell	X				
Thom Gulyas	X				
Zackery Tyndall	X				
<i>Voting Tally</i>	4				1

b. Statement of Closure for Executive Session of 07/10/17:

Mayor Williams read the Statement of Closure.

c. Regular Session of 07/10/17:

On the motion of Councilmember Gulyas, the Regular Session Minutes of July 10, 2017 were approved by the following vote:

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell					X
Troy Purnell	X				
Thom Gulyas	X				
Zackery Tyndall	X				
<i>Voting Tally</i>	4				1

2. Motion 2017-20: Motion approving West St. Paving Project Change Orders – Town Administrator Laura Allen

Town Administrator Laura Allen advised that she polled the Council via email on this matter last week, and they agreed to approve the Motion. Ms. Allen stated that Town Attorney David Gaskill suggested to be transparent and vote on the Motion at a public hearing. Ms. Allen explained the Motion. Darl Kolar with EA Engineering, Science, and Technology, Inc., PBC, stated that this will be very similar to what they did on Jefferson Street. Sue Beaman asked Mr. Kolar when the project should be completed; he stated that the contractor said in 2-3 weeks.

On the motion of Councilmember Tyndall, Motion 2017-20 under option three was approved by the following vote:

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell					X
Troy Purnell	X				
Thom Gulyas	X				
Zackery Tyndall	X				
<i>Voting Tally</i>	4				1

3. Motion 2017-21: Motion approving the Program Open Space Grant Application for Stephen Decatur Park Tennis Courts – Administrative Services Director Mary Bohlen

Administrative Services Director Mary Bohlen explained the Motion to the Council. Councilmember Tyndall asked if we amend item five on the bid to cheaper lighting how will that affect the grant. Ms. Bohlen stated that they have already committed to an outside contractor and it would be very difficult to amend item five at this point. Mike Wiley, Chairman of Parks Commission stated that the Parks Commission is in favor of the Motion.

On the motion of Vice President Brittingham, Motion 2017-21 was approved by the following vote:

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell					X
Troy Purnell	X				
Thom Gulyas	X				
Zackery Tyndall	X				
<i>Voting Tally</i>	4				1

4. Departmental Reports:

a. Finance Director – Natalie Saleh

Ms. Saleh said the preliminary audit will take place on August 3, 2017 and the full audit will take place on September 11-15, 2017, so the Finance Department is preparing for that.

b. Administrative Services Director – Mary Bohlen

Ms. Bohlen stated that the restrooms for Henry Park are being manufactured now. She advised that at the August 14, 2017 Council Meeting, she will be presenting a Community Parks and Playground Grant for Stephen Decatur Park restrooms. The movie Grease was cancelled again this past weekend. This Saturday in Stephen Decatur Park they will be showing Back to the Future.

c. Electric Utility Director – Tim Lawrence

Mr. Lawrence reported that they installed the primary at the new police facility and still need to run secondary cables. At the Power Plant they have run 9 times this year for Peak. He explained

some issues they ran into with their engines, but stated that all of the engines are now running fine. Vice President Brittingham asked why they were working on the pole in front of his house and Mr. Lawrence stated that it was struck by lightning.

d. Police Chief – Arnold Downing

Chief Downing said that the Jolly Rogers trip was a success and he wanted to thank everyone who volunteered time or services. Their next trip is to Stratosphere Trampoline Park. Mayor Williams thanked him for working with Worcester Youth and Family.

e. Planning and Zoning Director – David Engelhart

Mr. Engelhart stated that he had some inquiries about Seahawk Road and if it will close anymore; the contractor said that it will not be necessary for them to close the roads anymore. AGH Cancer Center will be boring this week, which may cause a few delays, but nothing major. State Highway is currently fixing the sidewalks on Main Street and South Main Street, they are making them ADA compliant and fixing cracks in the walkways. Vice President Brittingham asked if Mr. Engelhart had a copy of the blueprint for Seahawk, he wanted to see if it will affect Flower Street traffic; Mr. Engelhart said they must make a right turn out of the development, so it should not cause an issue, but he has the blueprints in his office if anyone would like to see them.

f. Economic and Community Development Director – Ivy Wells

Ms. Wells showed the new banners for main street that will be displayed when they do not have event banners up. She said the Mariner Family has been very happy with the lunch time concerts; they purchased misters for hot days and said the town may use them if they would like. She is working with John Fager on Small Town Throw Down. She is also beginning to work on the Christmas and New Year’s celebrations; they will do a kid’s ball drop this year at 6:00 PM. Councilmember Tyndall asked if she can gather statistics from last year for comparison to this year about how people hear about the Town. She said she will provide them to the Mayor and Council, but the interest has grown by about 15-20% from last year.

g. Managing Director – Jeffrey Fleetwood

Mr. Fleetwood pointed out the new logo behind the dais. He said on Saturday some areas of Town Hall will be repainted. He stated that there will also be some work on Ivy’s office in the Welcome Center. Councilmember Tyndall thanked Mr. Fleetwood for attending the Opioid Symposium and asked if he had anything to report. He stated that is was a great event and was put on by Governor Hogan. Councilmember Tyndall asked Police Chief Downing if they are installing the drug drop box at the new Police Department; he stated that it was already in.

11. Town Administrator’s Report – Laura Allen

Ms. Allen reported that she will be attending an opioid meeting in Snow Hill tomorrow. She stated that there will be a meeting in Town Hall on August 10, 2017 at 6:00 PM to inform the public of the plans with Baker Street. Lastly, she presented Requisition 201800111 in the amount of \$33,522 for a 2017 Chevy Tahoe for the Police Department. Councilmember Tyndall asked if we knew of any issues with the Ford Explorers, Chief Downing stated that it was nothing that couldn’t be fixed.

On the motion of Councilmember Gulyas, Requisition 201800111 was approved by the following vote:

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell					X
Troy Purnell	X				

Thom Gulyas	X				
Zackery Tyndall	X				
<i>Voting Tally</i>	4				1

12. Comments from the Mayor:

Mayor Williams had no comments.

13. Comments from the Council:

Councilmember Gulyas had no comments.

Councilmember Tyndall stated that the Ditch Witch was a great purchase by the Town.

Vice-President Brittingham stated that they did a great job with the patchwork in front of Head Start.

Councilmember Purnell had no comments.

14. Comments from the Audience – none.

15. Comments from the Press – none.

16. Adjournment:

On the motion of Vice President Brittingham, the Mayor and Council meeting was adjourned at approximately 8:05PM.

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell					X
Troy Purnell	X				
Thom Gulyas	X				
Zackery Tyndall	X				
<i>Voting Tally</i>	4				1

Respectfully Submitted,



Kelsey Jensen
Administrative Assistant



STAFF REPORT

TO: Mayor and Members of the Town Council

FROM: Planning Director Dave Engelhart *DVE*

VIA: Town Administrator Laura Allen *LA*

DATE: August 14, 2017

SUBJECT: Berlin Bikeway Memorandum of Understanding

RECOMMENDATION

Staff recommends the Council approve a motion to enter into a Memorandum of Understanding with the Maryland and Delaware Railroad Company to secure access within the Railroad's right-of-way through town in order to design and construct a mixed use bikeway and pedestrian path.

Staff also recommends the Council approve the attached proposal from Davis, Bowen, and Friedel for Design, Survey, and Engineering services to provide a concept plan and design for future construction of the bikeway.

EXECUTIVE SUMMARY

Staff had applied for grant funding from the Maryland Department of Transportation Bikeways Program in May, 2016, and was awarded a \$30,000 grant for concept and design services in November, 2016. The Council passed a motion authorizing the expenditure of not more than \$20,000 in matching funds on May 23, 2016.

Staff has received a proposal for design services from Davis, Bowen, and Friedel in the amount of \$35,000.00, representing a cost to the Town of \$5,000.00 for the design phase of the project. Staff anticipates applying for future construction funds for the project in the May, 2018 grant cycle with the MDOT Bikeways Program.

This Memorandum of Understanding is necessary to secure access to the land adjacent to the Railroad's tracks within the right-of-way for a ten foot paved path and adjacent two foot buffers on both sides of the path that will comprise the pathway.

FISCAL IMPACT

The Memorandum breaks the approximately 1.7 mile distance into three phases. The exact length of the pathway will be determined by survey once the design phase begins. Each phase

is assessed a Reservation fee payable to the Railroad, of \$500.00 annually. This would represent a cost to the Town of \$1,500.00 annually before any construction occurs.

As each phase is constructed, this fee would be reduced to \$0.00 and replaced by a License fee of .10 cents per square foot of pathway for the area paved in that phase. Once the entire pathway through the length of Town is constructed, this would represent an annual cost to the Town of approximately \$ 12,569.00.

There is also a one time "Preparation Fee" of \$1,500.00, payable by the Town, for the drafting of this Memorandum of Understanding and the License Agreement.

The Reservation fee and Preparation fee would both be paid from the Contracted Services section of the FY2018 Administration budget.

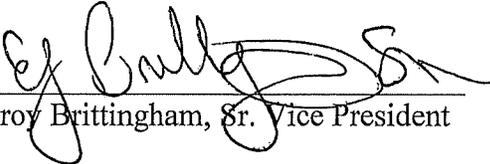
Att: Motion of the Mayor and Council No. 2016-25

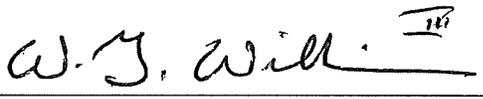


MOTION OF THE MAYOR AND COUNCIL No. 2016-25

A motion of the Mayor and Council of the Town of Berlin authorizing the expenditure no more than \$20,000 in matching funds and in kind contributions for the MDOT (Maryland Department of Transportation) Bikeways Program Grant.

Approved this 23rd day of May, 2016 by the Mayor and Council of the Town of Berlin, Maryland by affirmative vote of 4 to 0 opposed, with 1 abstaining.


Elroy Brittingham, Sr. Vice President


Wm. Gee Williams, III, Mayor

ATTEST: 
Laura Allen, Town Administrator



MOTION OF THE MAYOR AND COUNCIL 2017-22

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN APPROVING THE MEMORANDUM OF UNDERSTANDING WITH THE MARYLAND AND DELAWARE RAILROAD.

APPROVED THIS _____ DAY OF _____, 2016 BY THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND BY AFFIRMATIVE VOTE OF _____ TO _____ OPPOSED, WITH _____ ABSTAINING, AND _____ ABSENT.

Elroy Brittingham, Sr. Vice President

Approved this _____ day of _____, 2016 by the Mayor of the Town of Berlin.

Wm. Gee Williams, III, Mayor

ATTEST: _____

Laura Allen
Town Administrator

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) made this ____ day of _____, 2017 by and between The Maryland Delaware Railroad Company (“MDRR”) and the Town of Berlin.

1. **License:** MDRR shall grant The Town of Berlin (“Town”) a non-exclusive License, except as set forth below, for the use of a fourteen foot (14’) wide Bike Way (ten foot (10’) paved path buffered on each side by a two foot (2’) gravel border) (“Bike Way”), so long as the width of MDRR’s Right of Way (“ROW”) is adequate, in MDRR’s sole discretion, to accommodate the final design of said Bike Way. It is anticipated that the Bike Way will be constructed in three (3) phases, Phase 1, Phase 2, and Phase 3. The Town’s license shall be for a surface use, and the ROW shall remain available for overhead, underground, and other non-conflicting uses. All improvements, whether voluntary or required, to the ROW shall be at the Town’s expense. MDRR agrees not to allow any other Licenses for occupancies on the surface area of the Bike Way, however, MDRR shall have the right to allow temporary occupation of the surface area of Bike Way for the installation of occupancies above and below the surface area of the Bike Way to Third-Party Licensees and to maintain MDRR’s rail line and rail bed. MDRR shall maintain its ROW which is not part of the Bike Path in such a manner constant with the enjoyable use of a Bike Path by the general public, including but not limited to, regular grass cuttings in accordance with Town standards.

2. **Term:** The term of the License shall be for ten (10) years and renewable thereafter on such terms as can be agreed upon in the final License Agreement. The Town of Berlin may terminate the License and the responsibility for paying License fees to MDRR upon providing ninety (90) days written notice to MDRR in the event that construction grant funding is either not available or not awarded to the Town of Berlin by the State or Federal government for Phase 1 of the Bike Way as set forth below. After completion of Phase 1, the Town of Berlin may terminate its reservation rights and its obligation to pay fees for its reservation rights for any future construction Phase by providing MDRR sixty (60) days written notice.

3. **Location:** The License shall span the length of MDRR’s ROW through the Town. Its specific location on the ROW will be as set forth in design plans submitted by the Town for final approval by MDRR.

4. **Effective Date:** The License shall commence on the 1st day of the month following MDRR’s approval of the Town and/or its representatives to enter upon its ROW for the purpose of designing the Bike Way. In the event the License Agreement anticipated herein has not been executed as of August 31, 2018, then, in such event, the understandings of the parties as memorialized herein shall be of no further force and effect.

5. **Reservation Fee:**

(a) Beginning on the effective date, the Town shall pay an annual fee, in advance, of \$1,500.00 per year (hereinafter referred to as "Reservation Fee"), pursuant to the Town's request to reserve additional portion(s) of the ROW on a non-exclusive basis for the purpose of creating and/or extending the Bike Way.

(b) Upon approval by MDRR of the design and construction plans for Phase 1 of the Bike Way, the Town's Reservation Fee shall be reduced to \$1,000.00 and the Town shall be entitled to a credit for the pro-rated Reservation Fee for that year. For example, assuming an effective date of May 1, 2017, if plans are approved for the construction of Phase 1 on November 1, 2017, the Town would be entitled to a credit of \$250.00 (1/2 of \$500.00).

(c) Upon approval of Phase 2 construction plans, the Reservation Fee will once again be reduced by Five Hundred Dollars (\$500.00). In the event Phase 2 completes the Bike Way for the total length of MDRR's ROW through the Town, then in such event, the total Reservation Fee shall be reduced to zero (0).

(d) Upon approval of the construction plans for Phase 3, the Reservation Fee shall be reduced to zero (0). However, in the event Phase 3 does not complete the length of the ROW, then in such event, the Reservation Fee remains at an annual rate of Five Hundred Dollars (\$500.00), so long as the Town continues to request that MDRR reserve the unused portion of the ROW (on a non-exclusive basis) as defined in Section 1.

6. License Fee:

(a) Beginning on the date of approval of construction plans by the Railroad, the Town would begin paying a License Fee of ten cents (\$.10) per sq. ft. for the total area covered by the Bike Way in Phase 1 construction plans (both paved and gravel area) pro-rated to the following May 1st and annually, in advance, thereafter, said fee (hereinafter referred to as the "License Fee").

(b) Upon approval by MDRR of construction plans for Phase 2, the License Fee shall increase at the rate of ten cents (\$.10) per sq. ft. for the area approved by Phase 2.

(c) Upon approval by MDRR of the construction plans for Phase 3, the License Fee shall increase at the rate of ten cents (\$.10) per sq. ft. for the area approved by Phase 3.

(d) The annual License Fee shall increase according to the CPI.

(e) MDRR reserves the right to adjust its per sq. ft. License Fee upon review of the Town's construction plans and specifications in the event the final plans are more onerous than originally envisioned. In the event MDRR exercises its right under this provision and increases the rate to be charged per foot for any phase, the town shall have the right not to proceed forward with the construction of that phase.

(f) As each phase is approved and the License Fee becomes effective, the Reservation Fee for that Phase shall be reduced to zero as set forth in Paragraph 5 (a)-(b).

7. Preparation Fee: Beginning on effective date, the Town shall pay a Preparation Fee of \$1,500.00 for the drafting of this Memorandum of Understanding and the License Agreement.

8. Insurance: The insurance provisions with respect to Commercial General Liability and Railroad Protective Liability Insurance shall be as set forth in the most recent Town License Agreement with MDRR, except that MDRR shall continue to research additional considerations and limits required due to the Bike Way being occupied by the general public in addition to the parties to the License Agreement and their contractors. MDRR may impose additional insurance requirements should the circumstances necessitate additional coverage.

IN WITNESS WHEREOF, the parties set their hands and seals on the date first above written.

Approved by:

The Town of Berlin

By: _____

Name: _____

Title: _____

The Maryland Railroad

By: _____

Name: Eric H. Callaway

Title: President



MOTION OF THE MAYOR AND COUNCIL 2017-23

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN APPROVING THE DESIGN AND ENGINEERING PROPOSAL FROM DBF.

APPROVED THIS _____ DAY OF _____, 2016 BY THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND BY AFFIRMATIVE VOTE OF _____ TO _____ OPPOSED, WITH _____ ABSTAINING, AND _____ ABSENT.

Elroy Brittingham, Sr. Vice President

Approved this _____ day of _____, 2016 by the Mayor of the Town of Berlin.

Wm. Gee Williams, III, Mayor

ATTEST: _____

Laura Allen
Town Administrator

*Michael R. Wigley, AIA, LEED AP
W. Zachary Crouch, P.E.
Michael E. Wheelleton, AIA
Jason P. Loar, P.E.
Ring W. Lardner, P.E.*

July 12 2017
REVISED August 8, 2017

Town of Berlin
10 William Street
Berlin, MD 21811

Attn: Mr. David Engelhart, CFM
Planning Director

RE: **PROPOSAL – Design, Survey and Engineering Services**
Berlin Bikeway
Berlin, Maryland
DBF # P0050A17.029

Dear Dave:

Davis, Bowen & Friedel, Inc. is pleased to present this proposal to provide survey, design and engineering services for the above-referenced property. It is our understanding that the Town of Berlin is proposing to install a shared-use path on either the east or west side of the Maryland-Delaware Railroad tracks, within and adjacent to the existing railroad right-of-way between Ocean Gateway (U.S. Route 50) and Buckingham lane, for approximately 9,750 LF (including crosswalks). The design will include layout of a ten (10) foot wide asphalt path and stormwater management where able. We understand that due to the path having greater than 5,000 s.f. of disturbance, the plans will need to be designed to meet ESD standards for SWM and ESC.

A description of our proposed scope of services and associated fees for each portion of the following is as follows:

A. BOUNDARY, TOPOGRAPHIC & EXISTING CONDITIONS SURVEY

Davis, Bowen & Friedel, Inc. will perform the field and office work necessary to compile a boundary, topographic and existing conditions survey. Our topographic information will extend approximately 50 feet beyond the property boundaries for storm water management design and site grading purposes.

B. COORDINATION OF SOIL BORINGS FOR STORMWATER MANAGEMENT

We will coordinate the soil boring locations which will be needed to determine soil types and groundwater depths for design of the stormwater management system. We therefore

propose to coordinate the performance of these borings with our geotechnical sub-consultant, as well as, perform the survey stakeout work necessary to field locate the soil borings.

Please note the following cost is for both coordination and performance of the geotechnical services.

C. CONCEPTUAL PLAN PREPARATION (30% DESIGN)

Utilizing information provided from our topographic survey and data collected on utilities, DBF would prepare and submit a Conceptual Plan to the Town of Berlin. The plan will include the horizontal alignment along the railroad tracks and potential bench and water fountain locations. A color rendering will also be provided for presentation purposes for the Town's use. Submission to MDOT for review and response to comments will also be provided. We would attend meetings with your office and the Commission to seek conceptual plan approval.

D. CONSTRUCTION DOCUMENT PREPARATION (100% DESIGN)

We will prepare the construction documents necessary for submission to the following agencies:

- EA Engineering (Stormwater Management).
- Worcester Soil Conservation District (Erosion & Sediment Control)
- MDE (NPDES, Notice of Intent)
- Town of Berlin Planning & Zoning (Master Site Plan, Grading, Forest Conservation and Traffic Control)
- State Highway Administration (Road Crossings)
- Easement Plats as required
- MDOT

The construction documents will consist of a Title Sheet, Site Plan, Grading and Drainage Plan, Erosion & Sediment Control Plans, Forest Conservation Plan, Traffic Control Plans, Final Stormwater Management Report and necessary detail sheets as required. All documents will be prepared in accordance with reviewing agencies standard practices, checklists and regulations, such as AASHTO Guide for Development of Bicycle Facilities (4th Edition); the Maryland Manual of Uniform Traffic Control Devices; SHA Bicycle Policy and Design Guidelines; and the ADA Standards for Accessible Design. The following fee also includes the preparation of the final master plan and a construction cost estimate.

E. EXCLUSIONS/ADDITONAL SERVICES

Professional services excluded from this proposal, which may be necessary to complete your

Mr. Dave Engelhart, CFM
July 12, 2017
REVISED August 8, 2017
Page 3

development, include:

- Agency Permitting
- Archaeological surveys and permitting
- Phase 1 & 2 Environmental Assessments
- Wetlands Investigation (Delineation or Jurisdictional Determination)
- Off-site utility designs
- Coordination and negotiations with the railroad company.
- Traffic impact studies or evaluations
- Off-site roadway or traffic signal improvements
- Construction stakeout
- Construction administration services
- Construction inspection services
- Site lighting and photometric plans
- Building permits
- Public Works Agreement preparation
- Shop drawing review
- Reimbursable expenses

Should these services be requested, we will perform this work on an hourly basis in accordance with our attached Schedule of Rates and/or provide you with a separate proposal, as appropriate.

TOTAL LUMP SUM FEE: \$35,000.00

Billing for our services will be submitted monthly based upon the percentage of work completed the previous month for Lump Sum items and for the actual amount of work performed for estimated items. Estimated and additional services, beyond the above scope as authorized by your company, will be billed on a unit price basis in accordance with our attached Schedule of Rates No. 46.

Payment terms are in accordance with our attached schedule. Should payments not be received in accordance with the described payment terms, Davis Bowen & Friedel, Inc. reserves the right to stop all work on this project and reassign staff until such time as all outstanding monies are paid and staff can be reassigned to the project.

This agreement is not transferrable. Should ownership be transferred at any time, Davis, Bowen & Friedel, Inc. shall be paid all monies due at the time of the settlement date.

Should you find this proposal acceptable, please execute below and return one copy for our files. Receipt of a signed copy will be considered as our authorization to proceed.

On behalf of Davis, Bowen & Friedel, Inc., we appreciate the opportunity to offer our services and look forward to working with you on this project. Should you have any questions or need

Mr. Dave Engelhart, CFM
July 12, 2017
REVISED August 8, 2017
Page 4

additional information, please call.

Sincerely,
Davis, Bowen & Friedel, Inc.



Timothy M. Metzner, R.L.A.
Associate

N:\Promotional\Proposals\2017\0050A17.029 - Berlin Bikeway-REVISED.docx

Enc.

ACCEPTED BY: _____
Signature Date

DAVIS, BOWEN & FRIEDEL, INC. ("DBF")
SCHEDULE OF RATES AND GENERAL CONDITIONS
 SCHEDULE NO. 46
 Effective June 1, 2015

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$170.00
Senior Architect	\$150.00
Architect	\$120.00
Senior Landscape Architect	\$150.00
Landscape Architect	\$120.00
Senior Engineer	\$150.00
Engineer	\$120.00
Construction Administrator	\$120.00
Senior Traffic Engineer	\$150.00
Traffic Engineer	\$120.00
Geologist	\$120.00
GIS Specialist	\$110.00
Senior Surveyor	\$150.00
Associate Surveyor	\$120.00
Surveyor	\$115.00
Senior Designer	\$115.00
Computer Graphics Designer	\$100.00
Designer	\$105.00
CADD I	\$95.00
CADD II	\$85.00
Computer Administrator	\$100.00
2 Man Field Crew	\$140.00
3 Man Field Crew	\$175.00
GPS Unit (1 man)	\$110.00
GPS Unit (2 man Crew)	\$150.00
GPS Unit (3 man Crew)	\$200.00
Resident Project Representative	\$80.00
Water/Wastewater Operator	\$120.00
Clerical	\$60.00
Travel	\$0.50
Direct Expense	Cost + 10%
Prints (In-house Reproduction)	\$2.50/sheet

GENERAL CONDITIONS

INVOICES & PAYMENT

Invoices are sent monthly or sooner if project is complete. Payment Terms: Net 30 days of invoice date. Any invoice not paid within 30 days shall bear interest at 1.0% per month (12% annually). If required to engage legal counsel to collect an overdue invoice, DBF shall be entitled to recover also its costs of collection, including counsel fees and expenses. DBF reserves the right to adjust its schedule of rates annually. Any such adjustments will be effective within 30 days after written notification to the client.

TERMINATION OF CONTRACT

Client may terminate this agreement upon seven days' prior written notice to DBF for convenience or cause. DBF may terminate this Agreement for cause upon seven days' prior written notice to client. Failure of client to pay invoices when due shall be cause for immediate suspension and ultimate termination of services, at DBF's sole discretion. This agreement may be terminated by either party for any reason with 30 days advance notice.

LIMITATION OF LIABILITY

Client agrees to limit DBF's liability related to any errors or omissions to a sum that shall not exceed the total professional fee for the project.

INDEMNIFICATION

Client and DBF each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees caused by the other's negligence. To the extent such claims, losses, damages or expenses are caused by the joint or concurrent negligence of client and DBF, the same shall be borne by each party in proportion to its negligence. This shall in no way affect the limitation of DBF's liability expressed in the preceding paragraph.

FORCE MAJEURE

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by DBF, it is understood that the contractor, not DBF, is solely responsible for the construction of the project, and that DBF shall not be responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the contractor, its subcontractors or suppliers.

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by DBF pursuant to this Agreement, including electronic media, are instruments of DBF's professional service, and DBF shall retain an ownership and property interest therein. DBF grants client, during the period of DBF's service, a license to use such documents for the purpose of constructing, occupying and maintaining the project. Reuse or modification of any such documents by client or client's agents, without DBF's written permission, shall be at client's sole risk; and client agrees to indemnify and hold DBF harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by client or by others acting through or with the consent of client.

USE OF ELECTRONIC MEDIA

Copies of documents that may be relied upon by client are limited to the printed copies (also known as hard copies) that are signed or sealed by DBF. Files in electronic media format or text, data, graphic or other types that are furnished by DBF to client are only for convenience of client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, DBF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, computer hardware or of a protocol differing from those in use by DBF during the period of this agreement.

SUCCESSORS & ASSIGNS

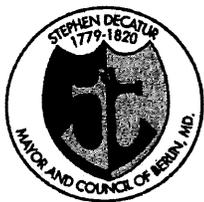
The client and DBF bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

MISCELLANEOUS PROVISIONS

Unless otherwise specified, this Agreement shall be governed by laws of the State in which the work is performed, and the courts of such State shall have exclusive jurisdiction over any disputes hereunder. Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. If this schedule is incorporated or referenced in an agreement with client, the terms of this schedule shall prevail in the event of any conflict with the terms of such agreement.

REIMBURSABLE EXPENSES

Other expenses known as direct expenses incurred in the interest of the project (including travel, toll communications, postage, delivery, photographs, subcontract engineering, testing or other consultants, renderings, models, etc.) will be billed monthly at DBF's actual cost plus ten percent.



MOTION OF THE MAYOR AND COUNCIL 2017-24

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN TO APPROVE A "MEETING ROOM USE POLICY" FOR OUTSIDE ORGANIZATIONS/INDIVIDUALS USE OF THE CONFERENCE ROOM AND/OR COUNCIL CHAMBERS IN TOWN HALL.

APPROVED THIS _____ DAY OF _____, 2017 BY THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND BY AFFIRMATIVE VOTE OF _____ TO _____ OPPOSED, WITH _____ ABSTAINING.

Elroy Brittingham, Sr. Vice President

Approved this _____ day of _____, 2017 by the Mayor of the Town of Berlin.

Wm. Gee Williams, III, Mayor

ATTEST: _____
Laura Allen
Town Administrator



Mayor & Council of Berlin

10 William Street
Berlin, MD 21811
410-641-2770
www.berlinmd.gov



MEETING ROOM USE POLICY

1. Intended Use

- a. Meeting rooms are available on the 2nd floor at Berlin Town Hall, 10 William Street, Berlin, Maryland 21811. Organizations and individuals may reserve one or both of these rooms for government, educational, cultural, intellectual or charitable activities, or general meetings.
- b. When space is available, meeting rooms are made available to the public regardless of the beliefs or affiliations of individuals or groups requesting their use. Permission to use a meeting room does not constitute an endorsement by the Mayor and Council of Berlin of the program or point of view expressed.
- c. There will be no sales of products or services and no collection of admission fees, except for continuing education/certification programs in which admission fees cover the cost of supplies and materials. The organization which reserves the meeting room will notify the Town upon reservation of any and all fees to be associated with the activities for which the meeting room is requested; this shall include, but not necessarily be limited to, membership fees, material fees, monies collected informally for expenses such as refreshments. No funds/donations may be solicited or collected at the Town except for fundraising activities previously expressly approved by the Town of Berlin.
- d. Meeting rooms cannot be used for purely social purposes which include but are not limited to parties or events (e.g. weddings).

2. Policy

- a. Prior to the initial use of the meeting room, the organization must complete an application to verify eligibility and to identify a contact person. The application must be renewed whenever the contact person for the group changes or at least annually. The Town Administrator or designee will approve the application if it is determined that the organization is qualified according to this policy.
- b. Town meetings and events have first priority for the use of the rooms for official Town business. The Town reserves the right to cancel or re-schedule a meeting room reservation by another organization.
- c. Organizations using a room during regular business hours recognize the need to hold their meetings in a manner that is not disruptive to Town business. Excessive noise and staff interruptions are not allowed.
- d. It shall be the responsibility of the organizer to notify attendees of any cancellation, re-scheduling or alternate meeting location. Town staff is not to be expected to provide assistance to attendees.
- e. Any group that reserves a meeting room agrees to inform the Town as soon as possible if it becomes necessary to cancel or re-schedule an event. A pattern of cancellations or several cancellations with little or no notice may lead to the imposition of fees, the loss of meeting privileges, or both.
- f. Any meeting or event in a Town meeting room is open to anyone who may choose to attend.

- g. Reservations for meeting rooms will be made on a first-come, first-served basis. Reservations can be made up to 12 months in advance. When the group contact changes the application must be renewed to include new contact information.
- h. Use of the meeting room before or after normal operating hours of the Town may be permitted at the discretion of the Town Administrator or designee. Such before- or after-hours use may require payment of fees to assure proper building security.
- i. Arrangements for access to the building for after-hours use shall be made by the Town of Berlin and communicated to the appropriate individual. Such arrangements may require the organization to pick-up from and return a key to a designated agent or department of the Town.
- j. The Town of Berlin and employees assume no responsibility for the actions, opinions, or expressed points of view of the organizations that sponsor or host meetings or the individuals who attend meetings and events on Town premises.

3. Liability

- a. The Town of Berlin assumes no responsibility for loss, theft, or damage to personal items, equipment, or vehicles in the parking lot. Signing of the application by an individual or any representative of the group and/or organization releases the Town of Berlin of any responsibility for damage or loss suffered during the period of agreement. The individual and/or organization shall indemnify, defend and hold harmless the Town of Berlin, elected officials, agents and employees from and against any and all claims, suits, actions of any kind, arising and resulting and accruing from any negligent act, omission or error of the individual and/or organization resulting in or relating to personal injuries or property damage arising from the use of the Town's meeting room.

4. Non-Endorsement

- a. Permission to reserve and use a space does not constitute an endorsement by the Town of Berlin of the group, program or point of view expressed. The name of the Town of Berlin may not be used in any publicity for non-Town sponsored or co-sponsored meeting except to designate the meeting location. The Town may not be identified as a co-sponsor of a meeting without prior written approval.

5. Charges

- a. Government entities may reserve a meeting room at no charge.
- b. A certified non-profit group or organization may reserve a meeting room with no charge up to six times in a 12-month period. Meetings beyond the sixth may be permitted on a space-available basis, and will require advance payment of a \$10.00 fee. Verification of certification as a non-profit will be required to be submitted with the reservation application.
- c. All other groups, organizations or individuals may reserve a meeting room for up to four hours on a given day with advance payment of a \$25.00 fee for each reservation. Time periods beyond four hours on a given day will be assessed an additional fee of \$25.00 with all periods rounded to four-hour increments.
- d. If a meeting is cancelled, whether by the Town or the meeting organizer, any fee paid for that specific reservation shall be refunded. If a meeting is rescheduled, whether by the Town or the meeting organizer, no refund shall be issued.

- e. The Town Administrator has final discretion as to the classification of groups, organizations or individuals as applicable to the terms outlined above.

6. General Rules and Regulations

- a. The maximum capacity is 80 persons; occupancy for any period of time for more than that number of persons is prohibited.
- b. A meeting room reservation is not confirmed until payment is made (as applicable) and written confirmation is provided by the Town of Berlin to the requesting contact.
- c. All public notices, flyers, news releases and announcements about meetings must make clear who is the sponsoring body is and must not create an impression that the program or meeting is a Town sponsored event.
- d. Any group that uses a Town meeting room agrees to be responsible for setting up the room as it wishes and returning the room to its original condition.
- e. Any group that uses a Town meeting room agrees to be responsible for any damage to the room, furnishings, furniture or equipment during the time of the group's use.
- f. Individuals may use cameras, tape recorders or other devices to create sound and/or visual records of all or portions of a meeting if such recording is acceptable to the person conducting the meeting. If such activity is not acceptable to the person conducting the meeting and if it is not protected by relevant local, state, or federal law, then such recording will not be permitted. Town staff may exercise discretion about the placement of cameras and recording equipment to ensure safety and comfort of those attending the meeting.
- g. Use of the kitchen facilities is prohibited; no food or beverages are allowed except bottled water.
- h. Meeting attendees are to park in the parking lot of St. Paul's Episcopal Church, located at Bay and Church Streets, unless otherwise informed that a church activity or event prohibits such. Should the Town be made aware of a church activity or event scheduled at the same time as a meeting reservation, the Town shall inform the user accordingly and the parking area at Town Hall may be utilized. This parking prohibition shall not apply to disabled individuals attending the meeting in question.
- i. Use of the recording and/or projection system present in the Council Chambers is prohibited. Organizations may bring their own equipment for these purposes. Disconnection/relocation of any wiring, electric cords or other items present in the room for Town purposes is prohibited. Should the group using the Council Chambers disconnect, relocate, or in any way tamper with any wiring, electric cords or other items present in the room for Town purposes, the Town reserves the right to pass along the cost of any outside contractor brought in to repair or correct the wiring, etc. Failure to pay such charges shall result in the organization being prohibited from future use of the room and forfeiture of any monies paid for future reservations.
- j. Alterations to the settings of the climate control system are prohibited.



Mayor & Council of Berlin

10 William Street
Berlin, MD 21811
410-641-2770
www.berlinmd.gov



Meeting Room Request Form

Today's Date: _____

Organization: _____

Applicant's name: _____

Certified non-profit Yes No

Proof of non-profit status must be submitted with request form.

Address _____

Address _____

Phone _____

Phone _____

Meeting Room Desired:

Council Chambers

Conference Room

Purpose of meeting _____

Estimated number attending _____

Date(s) room needed: _____

Actual meeting times: Start _____

End _____

Preparation & cleanup times: Start _____

End _____

I, the undersigned, acknowledge that I have received a copy of the Meeting Room Use Policy and agree to the terms and conditions therein. I further acknowledge that I am the responsible party for the execution of this agreement.

Signature

Date

For office use only:

Clerk: _____ Date: _____

Proof of non-profit status submitted (if applicable): Yes No

Amount Due: _____ Amount Paid: _____ Date: _____



MOTION OF THE MAYOR AND COUNCIL 2017-25

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN TO APPROVE AN APPLICATION TO THE COMMUNITY PARKS AND PLAYGROUNDS PROGRAM FOR SFY19 FOR PERMANENT RESTROOMS IN STEPHEN DECATUR PARK IN THE AMOUNT OF \$120,105.00 (PROJECT TOTAL, INCLUDING TOWN MATCH OF \$13,345.00, IS \$133,450.00).

APPROVED THIS ____ DAY OF _____, 2017 BY THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND BY AFFIRMATIVE VOTE OF ____ TO ____ OPPOSED, WITH ____ ABSTAINING.

Elroy Brittingham, Sr. Vice President

Approved this ____ day of _____, 2017 by the Mayor of the Town of Berlin.

Wm. Gee Williams, III, Mayor

ATTEST: _____
Laura Allen
Town Administrator



Community Parks and Playgrounds (CP&P) Program

FY2019 Grant Proposal List

APPLICANT INFORMATION:

APPLICANT: Town of Berlin

(Name of Municipality or Baltimore City)

PROPOSED PROJECT(S):

List PRIORITY (#1 highest, etc.)	PROJECT TITLE	FUNDS REQUESTED
1.	Stephen Decatur Park Permanent Restrooms	\$120,105.00

**DECLARATION OF ADHERENCE TO AWARD
CONDITIONS/REQUIREMENTS**

I have read and agree to adhere to the following award requirements and conditions for all submitted projects:

- 1. All projects must be consistent with *National Playground Safety Standards* and with the *Americans with Disabilities Act*.**
- 2. All projects must have a *minimum twenty (20) year life span*. Conversions of project use will require replacement with a project of equal or greater recreational use, acreage (in the case of acquisition projects) and equal or greater monetary value approved by the Community Parks and Playgrounds Program.**
- 3. All projects are within the applicant's jurisdiction and the applicant holds the right to develop on the property.**

LOCAL GOVERNMENT AUTHORIZATION

Community Parks and Playgrounds projects are to be administered in accordance with the Program Open Space (POS) Grants Manual. As the authorized representative of this Political Subdivision, I read the terms of the "Project Agreement and General Conditions" of the POS Grants Manual and I agree to perform all work in accordance with the Manual, POS Law and Regulations, Special Conditions of the Community Parks and Playgrounds Program and with the attachments included herewith and made a part thereof.

Signature

Wm. G. Williams, III

Print Name

Mayor

Title

Date

**Maryland Department of Natural Resources
Community Parks and Playgrounds (CP&P) Program**

**Community Parks and Playgrounds
Application and Project Agreement**

Shaded Areas For
State Use Only

CP&P PROJECT #

1. PROJECT TITLE: Stephen Decatur Park Permanent Restrooms
2. APPLICANT: Town of Berlin / Worcester
(Municipality or Baltimore City) (Specify County)
3. APPLICANT'S FEDERAL ID #: 52-6000776 LAST CP&P GRANT ISSUED ON THIS SITE # 6430-23-238
4. PROJECT LOCATION: Street Address: Rt. 113 & Tripoli Street
City/Town: Berlin Zip Code: 21811
LEGISLATIVE DISTRICT: 38 ADC Road Map Edition # 6 Map # 7 Grid Ltr E
County Tax Map # 0302 Grid 0005 Parcel # 0873

5. PROJECT DESCRIPTION: Descriptions are written into the agenda item, which is presented to the Maryland Board of Public Works for approval. Please explain the proposed project and be specific. Why is it being done and how does it relate to local recreation needs? Is it a new development or does it build upon an existing facility? Provide all of the information that you feel is necessary to explain and justify the project and to convince the approving agencies that it is a worthwhile project. Attach a separate sheet, if necessary.

This project will be for the purchase and complete installation of a permanent restroom building at Stephen Decatur Park in Berlin. Currently the park has portable toilet units which are not aesthetically pleasing and are subject to vandalism and other mischief – such as tipping over.

As of this writing, Berlin is currently completing a permanent restroom project in Dr. William Henry Park; the pre-fabricated restroom purchased under this application will be the identical unit, purchased from the same vendor, as that being installed in Henry Park. The Henry Park project is also funded by Community Parks and Playgrounds.

The restroom is a pre-fabricated, fully ADA compliant restroom building, with two gender-specified units which include automatic lights, flush, faucets and hand-dryers. Town forces would be used for the appropriate site work to connect water, sewer and electric to the unit.

6. a. CP&P FUNDS REQUESTED: \$ 120,105.00 90 %
b. LOCAL FUNDS: \$ 13,345.00 10 % (Specify Source/Type) Town cash/in-kind
c. OTHER FUNDS: \$ _____ % (Specify Source/Type) _____
d. TOTAL PROJECT COST: \$ 133,450.00 100 %

7. LOCAL PROJECT COORDINATOR:

Mary T. Bohlen Administrative Services Director mbohlen@berlinmd.gov
(Print Name) (Print Title) (E-mail Address)
10 William Street Berlin MD 21811 410-641-4314
(Mailing Address) (City) (State) (Zip) (Telephone Number)

8. PROJECT PERIOD: From: _____ (Date of Letter of Acknowledgement/Concurrence)
To: _____ (Estimated Date of Completion)

9. ITEMIZED DETAILED COST ESTIMATE: Round all estimates to nearest dollar.

Item No.	Item	Estimated Cost
1.	Community Parks and Playgrounds Acknowledgement Sign Sample text: "A Maryland Department of Natural Resources, Community Parks and Playgrounds Program assisted project"	\$250.00
2.	Pre-fabricated Permanent Restroom	\$125,000.00
3.	Engineering (site plan)	\$1,200.00
4.	Utilities connections – Electric, Water and Sewer	\$2,000.00
5.	Site Work – ADA accessible sidewalks around building	\$5,000.00
Total Development Costs:		\$133,450.00

10. LOCAL GOVERNMENT AUTHORIZATION:

Community Parks and Playgrounds projects are to be administered in accordance with the Program Open Space (POS) Grants Manual. As the authorized representative of this Political Subdivision, I read the terms of the "Project Agreement and General Conditions" of the POS Grants Manual and I agree to perform all work in accordance with the Manual, POS Law and Regulations, Special Conditions of the Community Parks and Playgrounds Program and with the attachments included herewith and made a part thereof.

Wm. G. Williams, III

Mayor

(Signature)

(Print Name)

(Print Title)

(Date)

PROGRAM ADMINISTRATIVE REVIEW

11. ON-SITE INSPECTION DATE BY

12. DEPARTMENT OF NATURAL RESOURCES APPROVAL

(Signature)

(BPW Approval Date)

(Agenda Item No.)



MOTION OF THE MAYOR AND COUNCIL No. 2017- 26

A Motion of the Mayor and Council of the Town of Berlin limiting parking on Jefferson St. to the east side and approving the installation of no parking signs on the west side.

Approved this ____ day of _____, 2017 by the Mayor and Council of the Town of Berlin, Maryland by affirmative vote of ____ to ____ opposed, with ____ abstaining and ____ absent.

Elroy Brittingham, Sr. Vice President

Wm. Gee Williams, III, Mayor

ATTEST: _____
Laura Allen, Town Administrator

410-641-1333
410-641-4880 (FAX)



Arnold R. Downing
Chief of Police

Berlin Police Department

10 WILLIAM STREET
BERLIN, MARYLAND 21811

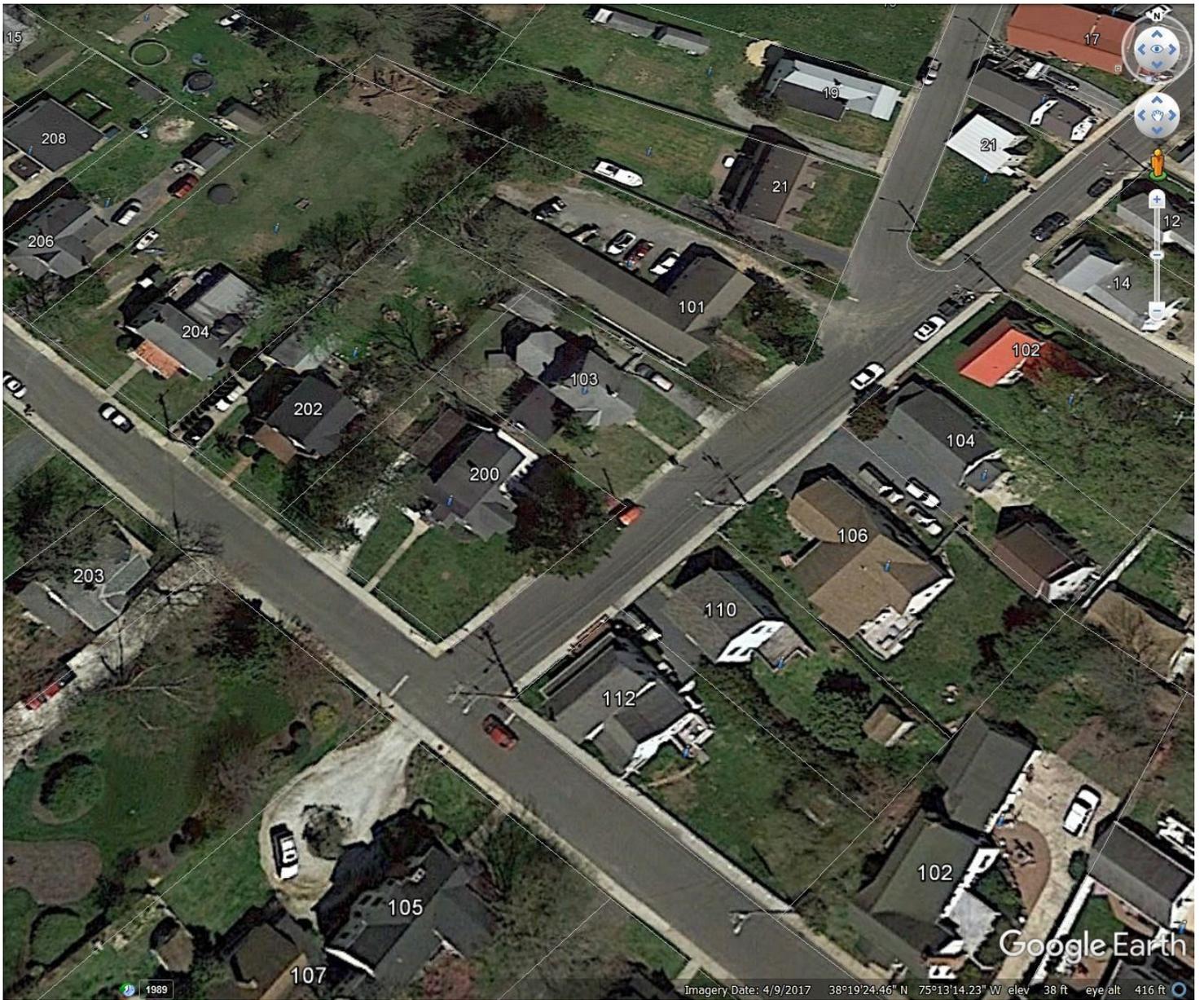
August 8, 2017

To : Laura Allen, Town Administrator
From : A. R. Downing, Chief of Police
Subject: Safety and Parking Concerns (Jefferson Street)

The purpose of this memo is address safety and parking concerns on Jefferson Street south of Gay Street. After several complaints about parking and the inability for vehicles to freely flow down the street, the Berlin Police Department, measured the roadway and spoke with residents. The street was found to be under twenty-one (21') feet at its shortest width and just over twenty-two (22') feet at its widest width. The discussions with residents indicated that navigating the street has become harder when vehicles park on both sides of the street directly across from each other. The Berlin Police Department consulted the Berlin Town Standards (via David Englehart) and found that minor streets should be Twenty-Four (24') feet, with eight (8') foot for each travel lane and eight (8') foot for on street parking. Jefferson Street north of Gay Street currently has no the west side parking on street due the parking lot and parking spaces adjacent to the street and no parking signs beyond the Atlantic Hotel parking lot. The review found the residents of 101 Jefferson Street have sufficient on site and that 103 Jefferson Street has at least two spaces on the property. Hence, I recommend that Jefferson Street have parking only on the east side and "no parking this side" signs be erected on the west side. Photographs have been attached of the area discussed in this memo. If you have any questions or concerns please contact my office.

Respectfully Submitted,


Arnold R. Downing
Chief of Police



15
208
206
204
202
200
203
107
105
103
101
19
21
17
21
14
102
104
106
110
112
102

Google Earth

Imagery Date: 4/9/2017 38°19'24.46" N 75°13'14.23" W elev 38 ft eye/alt 416 ft









MOTION OF THE MAYOR AND COUNCIL NO. 2017- 27

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN CONDITIONALLY APPROVING THE SUBRECIPIENT AGREEMENT WITH COASTAL BAYS IN AN AMOUNT NOT TO EXCEED \$25,000 FOR THE WILLIAM STREET CULVERT PROJECT, CONTINGENT ON THE REVIEW AND APPROVAL OF THE TOWN ADMINISTRATOR AND TOWN ATTORNEY.

APPROVED THIS ____ DAY OF _____, 2017 BY THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND BY AFFIRMATIVE VOTE OF ____ TO _____ OPPOSED, WITH _____ ABSTAINING.

Elroy Brittingham, Sr. Vice President

Approved this ____ day of _____, 2017 by the Mayor of the Town of Berlin.

Wm. Gee Williams, III, Mayor

ATTEST: _____

Laura Allen
Town Administrator

Northern Worcester County Senior Center

10129 Old Ocean City Blvd. Berlin, Md. 21811

JUL 28 '17 AM 10:58

July 25, 2017

The Town of Berlin
10 William Street
Berlin, MD 21811

The Mayor and Council:

On behalf of the Northern Worcester County Senior Center. I wish to thank the Mayor and Council for your generous donation of \$2,500.00.

We are indeed grateful to you for your support which will help us assist our seniors.

Again we thank you.

Sincerely,

Sylvia Dixon
Site Supervisor

WORCESTER
C O U N T Y
arts
C O U N C I L

AUG 7 '17 AM 11:11

August 3, 2017

Mayor & Council
Town of Berlin
10 William Street
Berlin, MD 21811

Dear Mayor and Town of Berlin Council:

On behalf of the Board of Directors of the Worcester County Arts Council, I would like to thank you for your generous sponsorship, in the amount of \$1600, to support the 8th annual "Paint Berlin", plein air event to be held September 19-23, 2017 in our historic downtown Berlin.

Your sponsorship will allow us to maximize the impact of Paint Berlin and contribute to the promotion of cultural experience that brings prestige to our area while enhancing the community and its social and economic stability.

I hope you can joins us at the opening reception of the "Wet Paint" sale and exhibit to be held on Saturday, September 23 between 11 am and 3 pm. Awards in this competition will be announced at noon. Please join us to meet the participating artists and view the fresh artwork created during this event.

As a 2017 Paint Berlin sponsor, Town of Berlin will be included in all of the promotional materials and public announcements for this event.

Please know that we greatly appreciate your support of the Arts in Worcester County!

Warm Regards,



Anna Mullis
Executive Director

Supporting Arts in Worcester County Since 1976



9733 Healthway Drive
 Berlin, Maryland 21811
 410.641.9671
 foundation@atlanticgeneral.org
 www.atlanticgeneral.org

2017 Foundation Board of Directors

- Todd Ferrante, Chair
- Christopher Hoen, Vice Chair
- Phil Houck, Treasurer
- Michelle Fager, Esq., Secretary
- Kevin Andrade
- Cliff Berg
- Chris Carbaugh
- Charlotte Cathell
- Phillip Cheung, CPA
- James "Bud" Church
- Lisa Cook
- S. Michael Cylc
- William Esham III, Esq.
- Sal Fasano
- Aaron Finney
- Michael A. Franklin, President/CEO
- Matt Giardina
- Bradley Gillis
- J. Steven Green
- Daniel S. Harris III
- Madalaine How
- Toni M. Keiser
- M. Dean Lewis
- Kathleen Loetz
- James N. Mathias, Jr.
- Alex Moore
- Cheryl Nottingham
- Rebecca Taylor
- Emily Tunis
- Gail Whaley
- Terry Wright
- Preeti Yonker, M.D.

2017 Hospital Board of Trustees

- Louis H. Taylor, Chair
- Heather E. Stansbury, Esq., Vice Chair
- Hugh Cropper IV, Esq., Treasurer
- William E. Esham III, Esq., Secretary
- Dr. Jon Andes
- J. Ryan Bergey III
- Cory Carpenter, M.D., V. Chief of Staff
- Edwin T. Castaneda, M.D.
- Charlotte Cathell
- Todd Ferrante
- Michael A. Franklin, President/CEO
- Debbie Goeller
- Jeffrey Greenwood, M.D.
- Michael S. Guerrieri
- G. Hale Harrison
- Michael James
- Harriet L. Johnson
- The Late Garry L. Mumford
- Gregory Shockley
- Lois A. Sirman
- Bob Thompson
- Alae Zarif, M.D., Chief of Staff

August 1, 2017

Mayor Wm. Gee Williams, III
 Town of Berlin
 10 William Street
 Berlin, MD 21811

AUG 7 '17 AM 11:10

Dear Mayor Williams,

On behalf of the Board of Trustees, Foundation, Administration and Associates of Atlantic General Hospital and Health Systems, we **thank you** and the Town of Berlin for the recent \$10,000 appropriation received on July 21, 2017 in support of Atlantic General Hospital's FY2018 Strategic Initiative Plan that will benefit our community.

The Town of Berlin's investment enables Atlantic General Hospital and Health Systems to continue our mission "to create a coordinated care delivery system that will provide access to quality care." The *AGH 2020 Vision: care.coordination* will build upon our distinctive competencies to integrate healthcare beyond the acute care facility. AGH will be the leader in promoting our region's good health and prevention of disease.

Of all the commonalities we share as people, healthcare is universal. When you support healthcare, you are taking care of yourself, those you love, and people you have never met. You are also investing in the future. It is because of you that all of our services at AGH/HS are able to help so many people, touch so many lives, and impact our community.

We truly appreciate yours and the Town of Berlin's partnership over the years and we **thank you**, once again, for your generous contribution. We are excited about the future, and your generous contribution helps ensure that AGH/HS will continue to make a difference in the lives we touch.

If you have any questions, please do not hesitate to contact me at (410) 641-9600. **Thank you** again for your incredible support!

In appreciation,

Michael A. Franklin, FACHE
 President/CEO

Todd Ferrante
 Foundation Board, Chair

Atlantic General Hospital is a 501(c)(3) nonprofit organization and your contribution is tax deductible to the fullest extent of the law. A copy of the current financial statement of Atlantic General Hospital is available by writing 9733 Healthway Drive, Berlin, MD 21811 or by calling 410-641-9671. Documents and information submitted under the Maryland Solicitations Act are also available for the cost of postage and copies, from the Maryland Secretary of State House, Annapolis, MD 21401. Telephone 410-974-5534.