



**BERLIN MAYOR AND COUNCIL**  
**Meeting Agenda**  
**Berlin Town Hall**  
**10 William Street**  
**Tuesday, October 9, 2018**

**6:00 PM EXECUTIVE SESSION – Conference Room**

- a. Pursuant to Section §3-305(b)(7) – To consult with counsel to obtain legal advice on a legal matter.
- b. Pursuant to Section §3-305(b)(10) To discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including: (i) the deployment of fire and police services and staff; and (ii) the development and implementation of emergency plans.
- c. 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.

**7:00 PM REGULAR SESSION – Council Chambers**

1. Approval of the Minutes for:
  - a. Regular Session of 09/24/18
2. Swearing in of Councilmembers
3. Tattoo Ordinance Committee’s Recommendations
4. Public Hearing: Motion 2018-25: Motion accepting the recommendation of the Berlin Planning Commission to amend the Berlin Comprehensive Plan by adding two parcels identified as Worcester County Tax Map number 20, Parcels 47 and 318, to Growth Area number three contained in the Comprehensive Plan – Planning Director David Engelhart
5. Motions to Approve:
  - a.i. Motion 2018-24: Motion approving Ocean’s East to purchase twenty-four (24) new equivalent dwelling units – Blair Rinnier
    - Discussion of using stormwater pondwater for irrigation purposes and requiring sampling of pond water for public health and safety reasons.
  - a.ii. Motion 2018-20: Motion approving special Sunday permits applications for Boggs-Disharoon American Legion Post 123 on November 11<sup>th</sup>, November 25<sup>th</sup>, and December 9<sup>th</sup>
  - b. Motion 2018-21: Motion approving park events and accepting the 2019 event schedule – Economic and Community Development Director Ivy Wells

- c. Motion 2018-22: Motion approving an exception to Ordinance 2011-11, Chapter 30-1 to allow the consumption of alcohol in non-glass containers within the designated areas during six specified 2019 special events – Economic and Community Development Director Ivy Wells
  - d. Motion 2018-23: Motion approving Teepee Development, LLC to transfer twenty-nine (29) equivalent dwelling units (EDU's) from the assisted living site to the hospice and windy way farm land – Mark Cropper, Esq. and Austin Purnell
  - e. Motion 2018-26: Motion authorizing staff to enter into a contract with Axon Enterprise, Inc. for the Bodycam Taser Assurance Plan in the amount of \$36,751.50 over a period of five years – Police Chief Arnold Downing
  - f. Motion 2018-27: Motion awarding the mobility and parking study contract to Sabra and Associates in the amount of \$24,480.00 – Town Administrator Laura Allen
6. First Reading Ordinance 2018-07: Ordinance granting Sandpiper Energy, Inc., a Delaware Corporation, a Franchise for the right to lay pipes, conduit, conductors and other appurtenances, extend, maintain, repair, and operate facilities in the public ways to distribute and sell natural gas to the public in The Town of Berlin, and limiting the time within which, and specifying certain conditions under which, said franchise may be exercised – 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
  - h. Managing Director – Jeff Fleetwood
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, September 24, 2018**

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

**Present:** Mayor Gee Williams, Councilmembers Thom Gulyas, Zackery Tyndall, and Troy Purnell.

**Absent:** Vice-President Elroy Brittingham and Councilmember Dean Burrell.

**Staff Present:** 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 Town Clerk 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 08/27/18:

On the motion of Councilmember Gulyas, the Executive Session minutes of August 27, 2018 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>	3				2

b. Statement of Closure for Executive Session of 08/27/18:

Mayor Williams read the Statement of Closure.

c. Regular Session of 08/27/18:

On the motion of Councilmember Gulyas, the Regular Session Minutes of August 27, 2018 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>	3				2

2. Swearing in the new or re-appointed Boards and Commission

Mayor Williams swore in Preston Whaley to the Board of Supervisors of Elections, and Robert Palladino to the Board of Appeals.

3. Departmental Reports:

a. Finance Director – Natalie Saleh

Ms. Saleh stated that PKS completed the audit and will have a draft report to the Town in November and will make their usual presentation at the December 10<sup>th</sup> Mayor and Council meeting.

b. Administrative Services Director – Mary Bohlen

Ms. Bohlen had nothing to report.

c. Electric Utility Director – Tim Lawrence

Mr. Lawrence stated that they prepped for the hurricane. They installed Victorian lights at Schooner and Intrepid. And lastly, they shared that they do not believe they will need to generate again until December or January. They generated a total of 18 times in 2018. Mayor Williams asked that he passes on his appreciation to the department.

d. Police Chief – Arnold Downing

Chief Downing stated that the CJIS audit went well and that the Berlin Police Station won a merit award for the actual building; he thanked Willow Construction for their hard work.

e. Planning and Zoning Director – David Engelhart

Mr. Engelhart reported that at the Tuesday, October 9, 2018 Mayor and Council Meeting they will have a public hearing on adding two parcels of land to the growth plan based on the recommendation of the Planning Commission. If approved, the next step would be a request to annex the property, which would also require a public hearing.

f. Economic and Community Development Director – Ivy Wells

Ms. Wells shared that a film crew will be here this weekend filming for a 2019 Maryland Tourism video. The Farmers Market will run through October 28<sup>th</sup> and that one will be Halloween themed. Oktoberfest will take place on Main Street on October 13<sup>th</sup> and the 150<sup>th</sup> anniversary celebration will take place on the same day at Artisans Green from 12pm-5pm. Lastly, wayfinding signs are in the process of being placed around town; Mayor Williams would like to know how many locations there are for the new signs; Ms. Wells will check. Councilmember Tyndall asked if we can get a large P parking sign for Berlin Falls Park and list the park hours; Mr. Fleetwood will talk with Ms. Kreiter about it.

g. Managing Director – Jeffrey Fleetwood

Mr. Fleetwood shared the personnel changes with the Council. Flu Shots will be in Town Hall on October 4<sup>th</sup> from 11am-12:30pm. On October 11<sup>th</sup> there will be a retirement gathering for Sharon Timmons in Town Hall from 11:30am-12:30pm. Lastly, in Annapolis at the Fall MML Conference on October 12<sup>th</sup>, Councilmember Tyndall along with staff will be accepting the Sustainable Maryland Award for 2018. Mr. Fleetwood also recognized that Salisbury University student Terri Gladus was very helpful and worked hard to obtain this re-certification.

4. Town Administrator's Report – Jeffrey Fleetwood on behalf of Laura Allen

Mr. Fleetwood stated that Ms. Allen is representing the Town at the ICMA Conference in Baltimore, Maryland. He also wished her well as she is healing from an injury.

5. Comments from the Mayor – none.

6. Comments from the Council – none.

7. Comments from the Audience – none.

8. Comments from the Press – none.

9. Adjournment:

On the motion of Councilmember Purnell, the Mayor and Council meeting was adjourned at approximately 7:30PM.

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>	3				2

Respectfully Submitted,

Kelsey Jensen  
Town Clerk

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## Swearing in of Councilmembers

– Mayor Williams



# STAFF REPORT

TO: Honorable Mayor and Members of the Town Council

FROM: Town Administrator Laura Allen *JA*

MEETING DATE: October 9, 2018

SUBJECT: Tattoo Moratorium

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## RECOMMENDATION

Staff recommends the Mayor and Council extend the current tattoo moratorium from November 18, 2018 to November 18, 2020 and to support the Tattoo Ordinance Committee meetings as needed.

## SUMMARY

The Mayor and Council established a Tattoo Ordinance Committee in the fall of 2017 in response to community concerns that a proposed emergency Ordinance was out of date and not in the best interests of the Town.

During the past year, the Tattoo Ordinance Committee met with representatives from the Worcester County Health Department, researched licensing options and determined the support of the County Health Department was essential to protect the health and safety of tattoo parlor customers in Berlin. The Committee also developed proposed ordinance changes and recommended the Mayor and Council ask Worcester County to modify their code to allow tattooing in Berlin. The Mayor sent a letter to the County on May 25, 2018 (Attachment A). Worcester County responded on August 23, 2018 that they are not inclined to adopt revised regulations consistent with the Town's request (Attachment B).

Staff's recommendation would enable the Tattoo Ordinance Committee to finish its work on the draft Ordinance to allow tattooing in the Town of Berlin and continue the moratorium until the Town obtains the support it seeks from the Worcester County Health Department.

## FISCAL IMPACT

Budgeted staff time estimated to be approximately \$200 per Tattoo Ordinance Committee meeting.

## BACKGROUND

The Mayor and Council established a Tattoo Ordinance Committee in the fall of 2017 in response to community concerns that a proposed emergency Ordinance was out of date and not in the best interests of the Town.

During the past year, the Tattoo Ordinance Committee met with representatives from the Worcester County Health Department, researched licensing options and determined the support of the County Health Department was essential to protect the health and safety of tattoo parlor customers in Berlin.

The Committee met with the County Health Department staff on January 25, 2018. As a follow up to this meeting, Town Administrator Laura Allen discussed the feasibility of contracting with Worcester County Health Department to monitor and regulate tattoo parlors under Town adopted regulations. Rebecca Jones, County Health Director, indicated she would need to obtain an opinion from the Maryland State Attorney General regarding this request. Ms. Allen also asked Ms. Jones if she was aware of a company the Town could contract with for inspection services. Ms. Jones indicated that she was not aware of a company that would and she thought it would be hard to find one because the regulation and monitoring of tattoo parlors is usually handled by a health department. She indicated the type of position the Town would need is called a sanitarian.

During subsequent conversations between County Health Department staff and Town staff, it was determined that if the Town proceeded to license tattoo parlors, the County would respond to complaints. They are legally obligated to do so under Maryland State Law.

The Committee developed proposed Ordinance changes and on May 14, 2018, recommended the Mayor and Council ask Worcester County to modify their code to allow tattooing in Berlin. The Mayor sent a letter to the County on May 25, 2018 (Attachment A). Worcester County responded on August 23, 2018 indicating they are not inclined to adopt revised regulations consistent with the Town's request (Attachment B).

#### **ANALYSIS**

Maryland State Law (COMAR section 10.06.01.06) grants authority for Infection Control of Skin-Penetrating Body Adornment Procedures to the Health Secretary or Health Officer. The Town does not have a Health Officer. That function is handled by Worcester County.

At the first meeting of the Tattoo Ordinance Committee, the key requirements of tattoo regulations were discussed. At the top of the list was health and safety.

The Town is not in a position to address the health and safety aspects of the Committee's concerns. There appears to be no option to contract with a local sanitarian to provide that support. Even if there was, the Town doesn't have the expertise to interpret reports from a contracted inspector.

#### **CONCLUSION**

Staff recommends the Mayor and Council extend the current tattoo moratorium from November 18, 2018 to November 18, 2020 and to support the Tattoo Ordinance Committee meetings as needed.

Cc: Town Attorney David Gaskill



# Mayor & Council of Berlin

10 William Street, Berlin, Maryland 21811

Phone 410-641-2770 Fax 410-641-2316

www.berlinmd.gov

BUDGET TRAVELER

2014 Winner  
Berlin, MD

*'America's Coolest Small Town'*

**Mayor**

Wm. Gee Williams, III

May 25, 2018

**Vice President**

Elroy Brittingham, Sr.

Diana Purnell, President

Worcester County Commissioners

1 West Market Street, Snow Hill, MD 21863

**Council Members**

Dean Burrell, Sr.

Troy Purnell

Thomas L. Gulyas

Zackery Tyndall

*Diana*  
Dear President Purnell:

**Town Attorney**

David Gaskill

I'm writing on behalf of the Town Council of Berlin to ask the County Commissioners, acting as the Board of Health, to modify its regulations to enable the County Health Department to regulate the health and safety aspects of tattoo businesses in our Town.

**Town Administrator**

Laura Allen

Last fall, we formed the Tattoo Ordinance Committee to address a gap in our Town code regarding tattooing establishments. While we do not currently have any tattooing businesses in Berlin, the Committee is interested in allowing this business category. Based on the Committee's research and the discussions they've had with health department staff in Worcester and Alleghany Counties as well as Baltimore City, the best way to ensure the health and safety of tattoo parlor customers in Berlin is to have the Worcester County Health Department regulate the health and safety aspects of these businesses. This cannot be accomplished without a change to the County's code.



On May 14, 2018, the Committee received the Town Council's support to approach Worcester County regarding this code change. We believe the code change would be straightforward because it's an extension of the current regulations the County has in place for inspecting body piercing establishments to tattoo businesses in Berlin. Also, it's our intention to structure our regulations in such a way to ensure the licensees pay for the cost of regulation. In this way, neither the tax payers of Berlin nor Worcester County will be bearing the cost of this activity; the tattoo license fees will cover these expenditures.

I welcome the opportunity to discuss this issue with you at your earliest convenience. Please call me at 410-726-9396 or email me at [geewilliams3@comcast.net](mailto:geewilliams3@comcast.net).

Sincerely,

*Wm. Gee Williams*  
Wm. Gee Williams  
Mayor

TEL: 410-632-1194  
FAX: 410-632-3131  
E-MAIL: admin@co.worcester.md.us  
WEB: www.co.worcester.md.us



COMMISSIONERS

DIANA PURNELL, PRESIDENT  
THEODORE J. ELDER, VICE PRESIDENT  
ANTHONY W. BERTINO, JR.  
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OFFICE OF THE  
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA  
CHIEF ADMINISTRATIVE OFFICER  
MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

# Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

August 23, 2018

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

Re: County Tattoo Establishment Law

AUG 27 '18 AM 10:58

Dear Mayor Williams:

Please be advised that at their meeting of August 21, 2018, the Worcester County Commissioners reviewed your recent request for the County Commissioners, acting as the Board of Health, to modify the County law regarding tattoo establishments to regulate the health and safety aspects of tattoo businesses in Berlin and throughout Worcester County. After careful consideration, the County Commissioners are not inclined to adopt revised regulations in their capacity as the County Board of Health, which would then apply County-wide, including all municipalities in Worcester County. However, we understand that you may choose to adopt such local regulations that apply only in the Town of Berlin.

Thank you for your understanding with regard to this matter. If you should have any questions or concerns, please feel free to contact me at this office.

Sincerely,

Harold L. Higgins  
Chief Administrative Officer

HH:kh  
cc: Becky Jones, Health Officer  
Maureen Howarth, County Attorney



# Town of Berlin

## TATTOO ORDINANCE COMMITTEE

Tuesday, September 11, 2018

**Committee members present:** Matt Amey, Patricia Dufendach, and Councilmember Zack Tyndall

**Staff present:** Town Administrator Laura Allen and Town Attorney David Gaskill

### 1. Call to Order

The meeting was called to order at approximately 6:00 PM.

### 2. Review and approval of the minutes

On the motion of Patricia Dufendach, seconded by Councilmember Tyndall, the minutes were approved unanimously.

### 3. Report from Town Administrator regarding response from the County, if any.

Mr. Amey expressed concern that the details of the ordinance changes were not shared with the County and Mr. Gaskill indicated that they were. Mr. Gaskill stated he spoke with the County Attorney who indicated that when the County Commissioners act as the Board of Health, their decisions apply to all aspects of the County.

Discussion of the moratorium expiration and implementing Town regulations followed.

On the Motion of Councilmember Tyndall, seconded by Matt Amey, the Committee voted unanimously to meet bi-monthly and to ask the Mayor and Council to extend the moratorium for three months from 11/18/18.

Ms. Allen recommended the Committee present their recommendation at their 10/9/18 meeting.

### 4. Adjournment

On the motion of Councilmember Tyndall, seconded by Mr. Amey, the meeting was adjourned at approximately 6:50 PM.

Respectfully submitted:

Laura Allen, Town Administrator



**MOTION OF THE MAYOR AND COUNCIL 2018-25**

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN ACCEPTING THE RECOMMENDATION OF THE BERLIN PLANNING COMMISSION TO AMEND THE BERLIN COMPREHENSIVE PLAN BY ADDING TWO PARCELS IDENTIFIED AS WORCESTER COUNTY TAX MAP NUMBER 20, PARCELS 47 AND 318, TO GROWTH AREA NUMBER THREE CONTAINED IN THE COMPREHENSIVE PLAN

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ 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 \_\_\_\_\_, 2018 BY THE MAYOR OF THE TOWN OF BERLIN.

\_\_\_\_\_  
WM. GEE WILLIAMS, III, MAYOR

ATTEST: \_\_\_\_\_  
LAURA ALLEN  
TOWN ADMINISTRATOR



# STAFF REPORT

TO: Mayor and Members of the Town Council

FROM: David Engelhart – Planning Director *DAE*

VIA: Town Administrator Laura Allen *LA*

MEETING DATE: Tuesday, October 9, 2018

SUBJECT: Motion 2018-25 Amending the Berlin Comprehensive Plan

## RECOMMENDATION

Staff recommends the Mayor and Council accept the recommendation of the Berlin Planning Commission and pass a motion to amend the Berlin Comprehensive Plan by adding two parcels to Growth Area #3 of the Comprehensive Plan.

## SUMMARY

At the request of the property owner, Route 50 Land, LLC, Mr. Earnest Gerardi, two parcels referred to as Worcester County Tax Map No. 20, Parcels 47 and 318, at the intersection of U.S. Route 50 and MD Route 346 (Old Ocean City Boulevard), were the subject of a public hearing of the Berlin Planning Commission at its meeting of August 8, 2018 to add the parcels to Growth Area #3 of the Berlin Comprehensive Plan. This addition of parcels constitutes an amendment to the Comprehensive Plan. The Planning Commission passed a motion by a 5 to 1 vote, with one abstaining, to recommend the addition to the Mayor and Council.

As per Town Code Chapter 108, Article III, "District Changes and other Amendments", Section 108-215, "Procedure for change", items (a) and (b), any proposed amendment, supplement, or change received by the Mayor and Council shall first be referred to the Planning and Zoning Commission for investigation and recommendation. After receiving the recommendation, the Mayor and Council shall hold a public hearing to adopt such amendments.

The two parcels in question are not currently within Town boundaries, and per State statute must be added to the Berlin Growth Area before the property owner's request for annexation into Town can be considered. The parcels are already contained in the Growth Area element of the Worcester County Comprehensive Plan and zoned for agricultural uses. Upon annexation, it is anticipated that the parcels would be placed in the Berlin B-2 Shopping District. This would allow for the proposed uses of a hotel, restaurant, and retail shops which were presented as concept plans to the Planning Commission.

The August 8, 2018 public hearing of the Planning Commission was well attended, and 18 members of the public addressed the Commission, 12 of these speakers expressed support for the project as presented.

## **FISCAL IMPACT**

The applicant has provided an estimate of annual real estate taxes due the Town of approximately \$85,000.00 upon build out of the proposed development. The majority of this (\$54,000) is attributed to the potential hotel. This estimate is dependent on a number of factors, including the income generated from the businesses on the site.

## **ANALYSIS**

Staff recommends the addition of the parcels to Growth Area #3 of the Berlin Comprehensive plan based on the following criteria:

- The Planning Commission's stated desire to control any development in the area and not leave such development decisions to be decided for the Town at the County level.
- The public input in favor of this amendment to the Comprehensive plan.
- The Berlin Comprehensive Plan calls for future commercial development to be concentrated along highway corridors and areas on the north, south, east and west boundaries of Town, and not encroaching on the established downtown or residential neighborhoods. These parcels lie at the northwestern-most limit of the current Growth Area #3.

## **CONCLUSION**

Staff recommends the Mayor and Council accept the recommendation of the Berlin Planning Commission and pass a motion to amend the Berlin Comprehensive Plan by adding two parcels to Growth Area #3 of the Comprehensive Plan.

It is anticipated that if approved, the land owner would immediately request that the subject parcels be annexed into Town boundaries, requiring future public hearings of both the Planning Commission and the Mayor and Council.

## STATEMENT OF PURPOSE

### AMENDMENT TO BERLIN GROWTH AREA 3 AND SUBSEQUENT REQUEST FOR ANNEXATION TOWN OF BERLIN M&G ROUTE 50 LAND, LLC MARYLAND ROUTE 376 AT U.S. ROUTE 50

The following is a Statement of Purpose for placing the subject property (Tax Map 20, Parcel 47) into, first, Growth Area 3 of the Town of Berlin and; secondly, requesting annexation of the property into the Corporate Limits of Berlin.

The applicant, M&G Route 50 Land, LLC by Ernest Gerardi, Jr., member, proposes to utilize the property, consisting of 18.58 acres of land for the location of a "Visitors Center" with attendant commercial services such as gasoline and convenience items, as the property is located at the intersection of U.S. Route 50, west of Berlin (an arterial highway) and Maryland Route 346 (Old Ocean City Boulevard) one of the significant western entrances to the Town of Berlin. The location of the property is uniquely suited for such a facility, as it is directly at one of the approaches of Berlin, and is conveniently located on an arterial highway. The property is contiguous to the Corporate Limits of the Town of Berlin by virtue of the annexation, by the Town, of U.S. Route 50 roadbed at the time of the annexation of other property on the north side of U.S. Route 50.

#### A. BERLIN COMPREHENSIVE PLAN

The inclusion in Growth Area 3 of the subject property is in conformity with the Comprehensive Plan for the Town of Berlin adopted by the Mayor & Council on June 14, 2010. The property is designated on the Growth and Urban Growth Boundary Areas Map (Map 5) as "potential development area" and is adjacent to the westerly end of Growth Area 3.

The utilization of the property is in compliance with the Land Use Element (Element 5) of the Berlin Comprehensive Plan which contains the goals and objectives of preserving the character of the community by encouraging residential and commercial mixed uses in the Town while maintaining its historic character and making economic impacts a primary consideration for development and re-development proposals. Further, such objectives include promoting business and job opportunities in the Maryland Route 346 corridor (Old Ocean City Boulevard).

In the Municipal Growth Element (Element 6) of the Plan, significant growth is acknowledged to have occurred in the commercial and industrial sectors and states that Atlantic General Hospital has become an important part of the Town *and has ignited redevelopment along U.S. Route 113 and Old Ocean City Boulevard (Route 346).*

While Growth Area 3 (GA3) is the largest of the four Growth Areas and is recommended

area (although such commercial businesses should be limited). Growth Area 3 also envisions architectural and design guidelines to be adopted in the area and, such goal comports with the requirements of the Worcester County Code related to design guidelines and standards for commercial uses along Route 50 (adopted by Worcester County, November 3, 2009).

In the Transportation Element (Element 8) of the Berlin Plan, the roadway system analysis also comports with the location of a Visitors Center on the property: "The Town of Berlin can be accessed by two major roadways: U.S. Route 50 (Ocean Gateway) and U.S. Route 113 (Worcester Highway). Maryland Routes 818, 374 and 376 also bisect the town and provide access to Berlin's downtown. The future intensity of development for land uses, discussed in this Plan, should be based on the functional classification of streets in Berlin" and the transportation element continues, "U.S. Route 50 is the main roadway to enter Berlin and access Main Street... more over, Maryland Routes 374 and 376 adjacent to the Town (within Worcester County jurisdiction) provide an important transition from rural to urban areas as one approaches Berlin. The roads should not be altered in these areas and to maintain the rural-transitional character of the area."

In the Sensitive Areas Element (Element 10) of the Comprehensive Plan the following statement is found (on Pages 65 and 66) "**Historical and Cultural Areas**"

"Berlin identifies itself as being a historically significant community. Historic preservation involves the inventorying, research, restoration and on-going protection of sites and structures having significant local, state or national historic character. Continued historic and cultural resource preservation and enhancement through sensitive land use planning and other administrative means would provide Berlin with a number of benefits including: ...increased property values and tax revenues as a result of a renovation and restoration; increased revenues generated from tourism."

Therefore, a Visitors Center located in an area of convenient access to downtown would enhance this important character of the Town.

## **B. WORCESTER COUNTY COMPREHENSIVE DEVELOPMENT PLAN**

In the 2006 Comprehensive Development Plan for Worcester County, the importance of Berlin's location is noted in the Development Plan including the following statement: "Berlin, due to its proximity to Ocean City and local leadership, has experienced a downtown revitalization. Tour bus traffic in the Fall can be substantial as visitors visit the curio shops and art galleries lining Main Street. Worcester County's land use goal includes efficiently providing adequate public facilities and services and to foster a cooperative approach to land use planning and development. Further, land use objectives include locating new development in or near existing population centers and within planned growth centers and working with municipalities that provide for logical community extensions while encouraging infill within a municipality.

Worcester County also states that "appropriate public service expansions should be planned with mutual agreement on growth projections and locations coordinated between the County and the municipalities."

Significantly, Worcester County recognizes the "Lower Shore Heritage Plan".

*"The Management Plan for the Lower Eastern Shore Heritage Area* was undertaken to have the Lower Shore designated a "Certified Heritage Area. The plan seeks to make the area a more attractive visitor designation. It provides for orienting and linking natural and cultural resources with interpretative and education programs and facilities. It provides a strategy for stewardship and economic development. The *Management Plan for the Lower Eastern Shore Heritage Area* is incorporated into this Comprehensive Plan by this reference." (Comprehensive Development Plan, Page 37)

### C. THE LOWER EASTERN SHORE HERITAGE AREA MANAGEMENT PLAN

The LESHAMP is an important conceptual plan for the Lower Eastern Shore area. The purpose thereof is stated as follows: "The underlying concept of Heritage Development is to enrich communities by enhancing and promoting the enjoyment of unique cultural and natural resources. Heritage tourism is a key element." Key actions for the strategy for Lower Shore Heritage Development includes **"establishing local visitors centers in historic Towns and Villages, using existing interpretive sites, businesses, or specially developed sites."**

"Strategy for Heritage Tourism: increasing visitation will help lower Eastern Shore Towns and interpretive sites to attract more investment. Such investment is critical to maintaining the economic vitality and thus the preservation of these historic places."

"Why pursue Heritage Tourism? Travel is one of the worlds largest industries; travel is worth billions of dollars to the United States economy; Lower Eastern Shore, 2000: 15,000 jobs - \$3,011,000 payroll - \$62,000,000 local taxes."

"Strategy for Heritage Tourism; for "convention companions" and group tours, promote the arts, unique shopping, locally made crafts and products, and museums."

"Economic Benefits: increased visitation to the Lower Eastern Shore through the Heritage Area Program is expected to result in as many as 185,000 new visitors per year after five years. Their spending would add \$11.4 million dollars to existing tourism spending. Each of the Heritage Area Counties will receive increased tax revenues from existing property, income, room and food and beverage taxes."

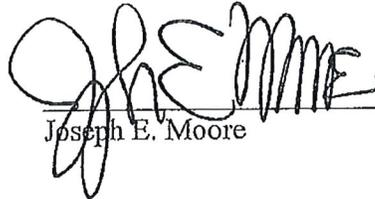
"Potential Target Investment Areas; Town of Berlin"

"The Lower Eastern Shores scenic roads, historic communities, agricultural landscape and rich variety of natural resources create the setting that visitors come to experience. Critical partners in the certified Heritage Area include local governments, tourism agencies *and businesses, and interpretive sites.*" (emphasis added)

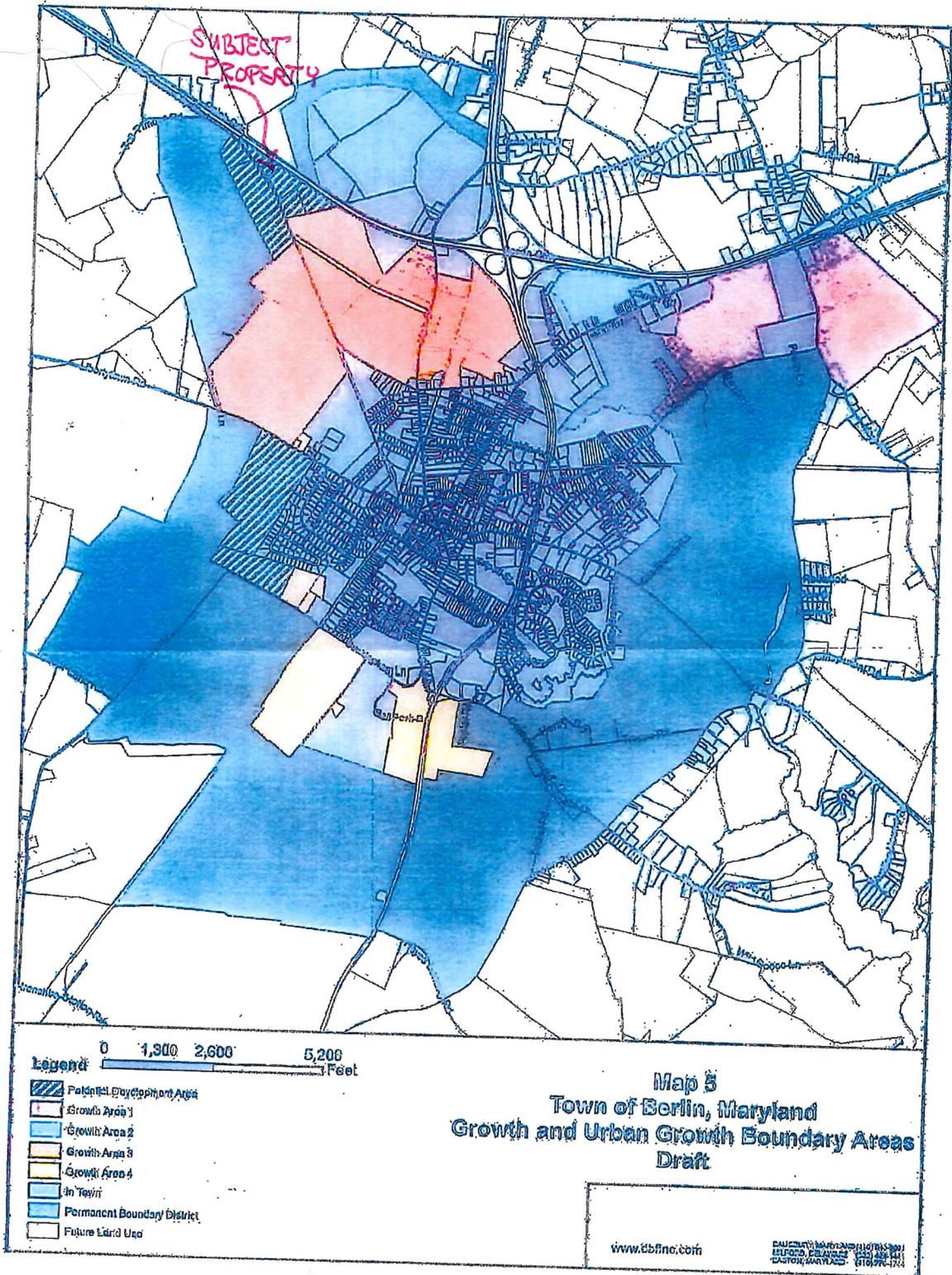
**D. CONCLUSION**

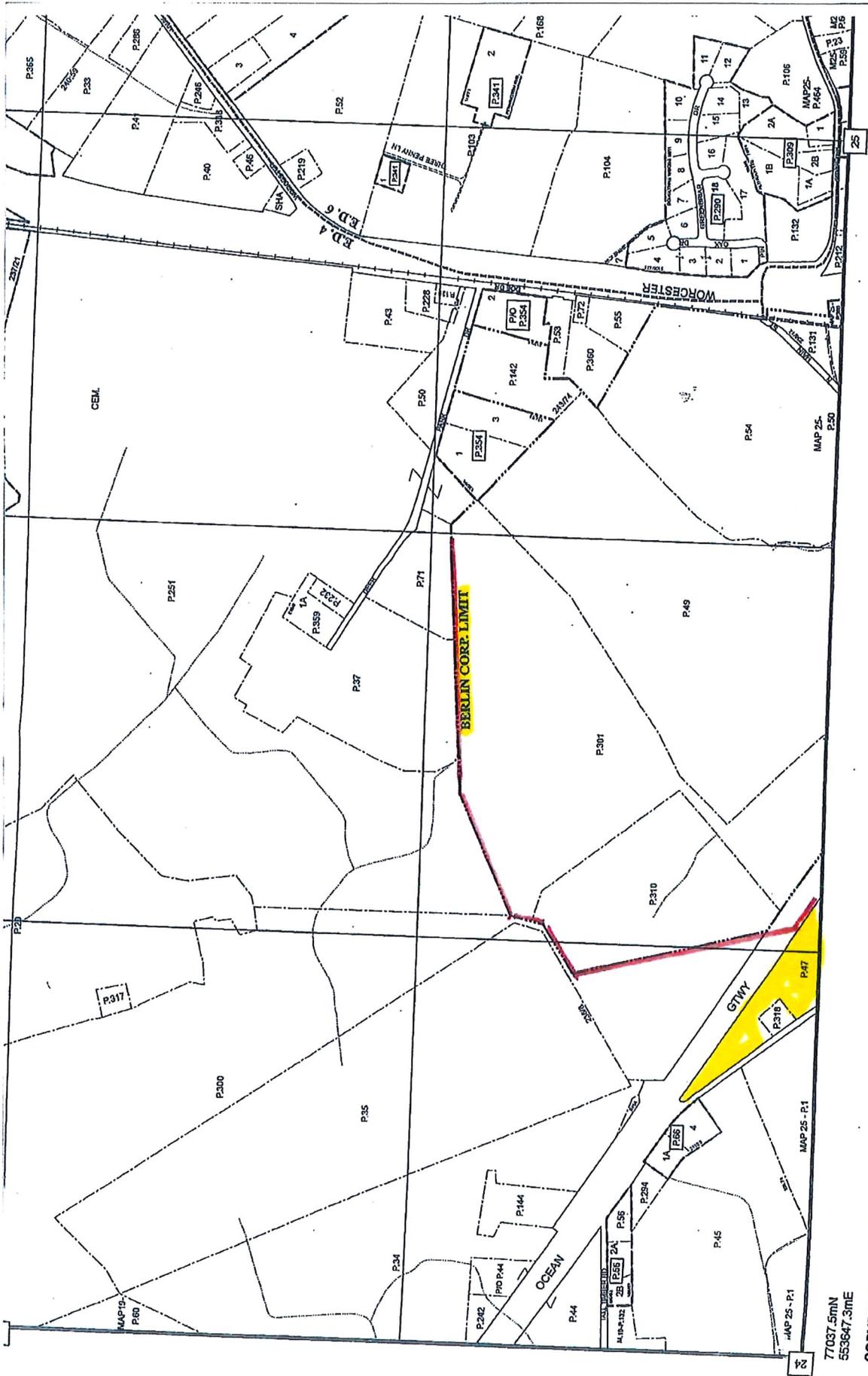
In conclusion, the proposed location of a Berlin Visitors Center, afforded by the potential location of such a facility on the subject property is uniquely and appropriately located at an entrance to the Town of Berlin, complies with the Comprehensive Plan of the Town of Berlin and the Comprehensive Development Plan for Worcester County and, most significantly, complies with the goals of the Heritage Area Management Plan for the Lower Eastern Shore of Maryland.

For all of these reasons, the subject property should be included in Growth Area 3 (GA3) of the Town of Berlin and, subsequently considered as an appropriate property for inclusion by annexation into the Corporate Limits of the Town of Berlin.



Joseph E. Moore





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T71037.5mN  
553647.3mE

Scale in Feet

Maryland Prop



**Berlin Gateway  
Extension of Berlin Growth Area 3  
Potential Tax Benefits**

The estimated tax benefits of the potential development of the Land into the Town of Berlin are as follows: (based on the Berlin present tax rate of .68 per \$100 of value). This is indicated by the *conceptual site plan*.

1. Present assessed value of raw land	\$ 240,000.00	\$ 1,632.00
2. Convenience Store development cost	\$ 950,000.00	\$ 6,460.00
3. Restaurant development cost	\$1,000,000.00	\$ 6,800.00
4. Potential Auto Dealership	\$ 900,000.00	\$ 6,120.00
5. Retail Space Area	\$ 800,000.00	\$ 5,440.00
6. Potential Hotel (80 rooms)	\$8,000,000.00	\$ 54,400.00
		\$ 80,852.00

Typically, future assessments may change based upon a possible different assessment analysis, and the noted numbers above are based upon the "Cost Approach" for the improvements within the subject property. In certain cases, once the uses are in place and operating, the "Income Approach" rather than the Cost Approach is used and may result in as much as a 20% reduction in the assessed value of the improvements on the property.

The assessed value of the raw land would continue to be based upon a "comparable sale" basis.

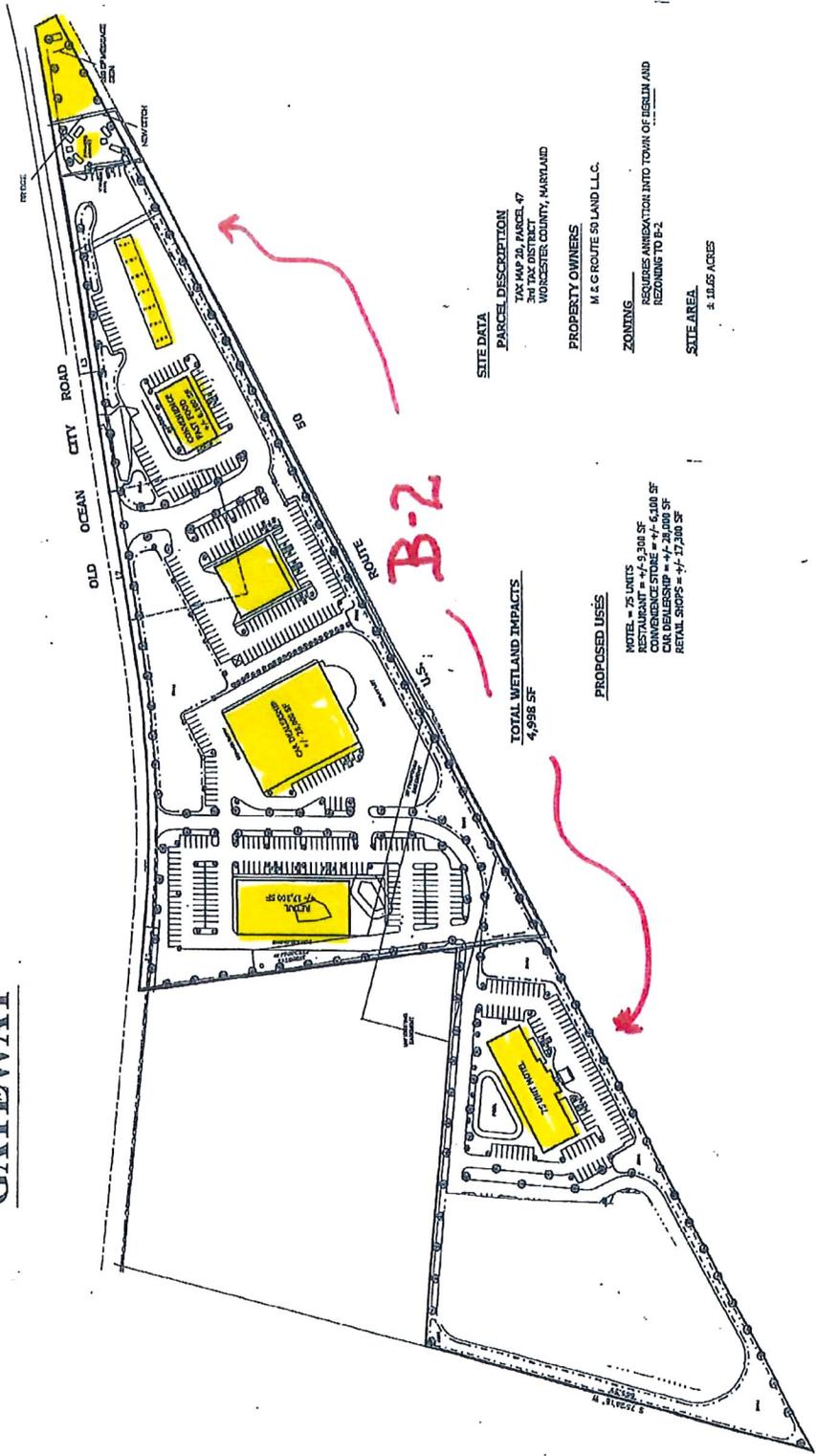
The fluxuation could, therefore result in a revised tax benefit reduced for an estimated amount of \$64,682.00 per year.

# BERLIN GATEWAY

SITE PLAN  
M&G ROUTE 50 LAND L.L.C.  
TAX MAP 20, PARCEL 47  
WORCESTER COUNTY, MD

R.D. HAND AND ASSOCIATES, INC.  
LANDSCAPE ARCHITECTURE, SITE PLANNING AND FEASIBILITY  
12028 COLLEEN ROAD BETHESDA, MD, 20813 410-382-9583

DATE: 11/11/11  
DRAWN BY: J. HANCOCK  
CHECKED BY: J. HANCOCK  
DATE OF FIELDWORK: 11/11/11  
SCALE: AS SHOWN  
SHEET: S-1



**SITE DATA**  
**PARCEL DESCRIPTION**  
 TAX MAP 20, PARCEL 47  
 3rd TAX DISTRICT  
 WORCESTER COUNTY, MARYLAND  
**PROPERTY OWNERS**  
 M & G ROUTE 50 LAND L.L.C.  
**ZONING**  
 RESOURCES AMERICATION INTO TOWN OF RESLIN AND  
 REZONING TO B-2  
**SITE AREA**  
 ± 11.65 ACRES

**TOTAL WETLAND IMPACTS**  
 4,998 SF

**PROPOSED USES**  
 MOTEL = 75 UNITS  
 RESTAURANT = 47-9,301 SF  
 CONVENIENCE STORE = 47-6,100 SF  
 CAR DEALERSHIP = 47-20,000 SF  
 RETAIL SHOPS = 47-17,200 SF

THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE DESIGNER ASSUMES NO LIABILITY FOR ANY DAMAGES OR LOSSES ARISING FROM THE USE OF THIS PLAN.



**MOTION OF THE MAYOR AND COUNCIL 2018-24**

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN APPROVING OCEAN'S EAST TO PURCHASE TWENTY-FOUR (24) NEW EQUIVALENT DWELLING UNITS.

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ 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 \_\_\_\_\_, 2018 BY THE MAYOR OF THE TOWN OF BERLIN.

\_\_\_\_\_  
WM. GEE WILLIAMS, III, MAYOR

ATTEST: \_\_\_\_\_  
LAURA ALLEN  
TOWN ADMINISTRATOR

## WATER AND SEWER USE AND ALLOCATION AGREEMENT

Made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between 9828 Seahawk Road, LLC. hereinafter referred to as “Owner”, and the Town of Berlin, hereinafter referred to as “Berlin or “Town of Berlin”.

### WITNESSETH:

**Whereas**, the Owner is the owner in fee simple of certain property located in Worcester County, Maryland and known as 9828 Seahawk Road, LLC., Berlin, MD., Tax Map 25, Parcel 91; hereinafter referred to as the “Property”; and

**Whereas**, the Property consists of an Apartment Community. The Building contains 24 units (“Unit”); and

**Whereas**, Berlin Standards and Specifications require the following:

**Whereas**, the Property is allocated under policies and procedures of Berlin a Water and Sewer allocation of twenty-four (24) Equivalent Dwelling Unit (“EDU) equal to 6,000 gpd; and

**Whereas**, the Owner may in the future desire to subdivide the Property, or divide the Property by metes and bounds or by other means for the purpose of sale or otherwise change the permitted uses or intensify or increase a previously permitted use on the Property so as to modify the water and sewer usage attributable to the Property; and

**Whereas**, this Agreement is not intended and shall not be construed as authorizing any EDU’s in addition to the twenty-four (24) EDU(s) allocated to the Property; and

**Whereas**, this Agreement is intended only to authorize the specific uses so as to assure the Town of Berlin that the use of the Property does not utilize in excess of twenty-four (24) EDU(s), not to exceed 6,000 gpd.

**Now, Therefore**, in consideration of permission granted by the Town of Berlin to allow Owner or Owner’s successors, personal representatives and assigns, a water and sewer allocation from the Town of Berlin equal to twenty-four (24) EDU(s) or 6,000 gpd for the Project, the Owner does hereby covenant and agree for itself, and for all its purchasers, lessees, successors and assigns, to and with the Town of Berlin, as follows:

1. Historical metered flows were determined by the master meter on the Property from 24 months of continuous usage immediately prior to the

- approval date of this agreement and these flows were used in the allocation of twenty-four (24) EDU(s) or 6,000 gpd.
2. Owner specifically acknowledges and agrees that any changes to the approved use including any increase to or enhancement of a previously approved use may not be made without the prior express written approval of the Town of Berlin.
  3. The Property is only approved for twenty-four (24) EDU(s), Owner is to notify the Town of Berlin for approval of any change in use or ownership. The Owner further agrees and understands that a Zoning Permit shall be required for any change of use.
  4. The Town shall monitor water consumption as an indication of actual sewer flow to a non-residential unit or project for a period of twenty-four months following completion of the entire project. If the flow exceeds the established EDU's allocated to the property, the owner of the non-residential unit or project will be assessed additional Special Connection Charges as appropriate, at the rate previously paid by the owner to reflect the additional flow in excess of the previously allocated number of EDU's. Any fractional portion shall be rounded to the next highest whole number. The owner agrees that it is required to purchase additional EDU'S if the actual flow exceeds the established EDU'S allocated to the property, and understands and agrees that the failure to purchase additional EDU'S may result in the termination of water and sewer service to the property at the discretion of the Town of Berlin.
  5. Flow projections for the Property shall be calculated by the Town utilizing the flow projections provided in the Guidance Document, titled Wastewater Capacity Management Plans, 2006, published by the State of Maryland Department of the Environment, as amended, ("Guideline") except for medical office use.
  6. Effective December 31, 2006, when the proposed use is for medical office space, flow projections for such use shall be calculated by the Town by multiplying the gross square footage of such medical office space times 0.10 to determine the projected flow in gallons per day ("Medical Office Guideline".)
  7. Effective February 25, 2008, when the proposed use is for carry-out only, flow projection for such use shall be calculated by the Town by multiplying the gross square footage, to include all seating and food preparation area, including non-public space behind the counter but not a walk in refrigerated space if within the footprint of the building, times 0.5 gpd to determine the projected flow in gallons per day. If seating is planned the numbers of seats are multiplied by 25 gpd and the greater flow of the seating or square foot flow will be used. ("Carry -out Guideline".)
  8. The Town shall review each request for a change in use, expansion of the use, or intensification of the use and, within 45 days of submission, calculate the projected flow pursuant to the Guidelines and Medical Office Guideline. Uses, which result in projected or actual flows in excess of the EDU allocated hereunder, shall not be permitted. The Town may extend

the 45 day period provided that it notifies the Owner in writing that it requires additional time to calculate the projected flow.

9. The foregoing covenants shall be deemed to run with and bind the Property and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. Enforcement by the Town may include but not be limited to injunctive relief, the application of use surcharges or other fees or any other remedy deemed appropriate by the Town.

IN WITNESS WHEREOF, the parties hereto set their hands and seals as of the day and year first above written.

ATTEST:

**OWNER's Name**

\_\_\_\_\_

\_\_\_\_\_(Seal)  
Type name & title if any

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_ and acknowledged the foregoing agreement to be his/her respective act.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My commission expires:

ATTEST:

**OWNER's Name**

\_\_\_\_\_

\_\_\_\_\_(Seal)  
Type name & title if any

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me a Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_ and acknowledged the foregoing agreement to be his/her respective act.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public  
My Commission expires:

**Lien Holder Consent**

The undersigned is joining in the execution of this Water and Sewer Allocation Agreement, solely for the purposes of (a) consenting to the terms hereof, and (b) agreeing that this Agreement shall not be terminated or affected in any manner by a foreclosure or other transfer of the Property under the Deed of Trust recorded in Liber \_\_\_\_\_ Folio \_\_\_\_\_.

WITNESS

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Town of Berlin**

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_ and acknowledged himself to be the \_\_\_\_\_ of the Town of Berlin, and that he, as such \_\_\_\_\_, being authorized so to do, executed the foregoing agreement for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public  
My commission expires:

TOWN OF BERLIN

WATER & SEWER ALLOCATION APPLICATION

The undersigned hereby makes application under the provisions of Ordinance 2009-02 Water and Sewer Allocation for the Town of Berlin. Fill in all applicable blanks.

APPLICANT DATA

Name: 9828 Seahawk Road, LLC

Mailing Address: 218 East Main Street

Salisbury, MD 21801

Telephone: 410-742-8151

Name of Agent/Engineer: \_\_\_\_\_ Phone: \_\_\_\_\_

PROPERTY DATA

Project Name: Ocean's East

Street Address: 9828 Seahawk Road Town: Berlin

Tax Map: 25 Parcel: 91 Lot: \_\_\_\_\_ Other: \_\_\_\_\_

Acreage: 20.70 Zoning: R-4 Account No. \_\_\_\_\_

Current Master Water and Sewerage Plan Designation: W- \_\_\_\_\_ S- \_\_\_\_\_

Existing Use: Land

Existing Allocation: sewer: 111 EDU's or 27,750 GPD water: 111 EDU's or 27,750 GPD

Zoning: R-4

PROJECT DATA

Description: 9828 Seahawk Road, LLC

Berlin, MD

A 24 Apartment Community

Application is for: sewerage: 24 water: 24

Total EDU's Required: Twenty-four (24)

Amount Due: \$ 400,464

Balance Due: \$ 400,464

**\*\* (Balance of EDU charge must be paid in full prior to the issuance of a Building Permit for structures that are being built.)**



**MOTION OF THE MAYOR AND COUNCIL 2018-20**

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN APPROVING APPLICATIONS FOR SPECIAL SUNDAY PERMITS FOR BOGGS-DASHAROUN AMERICAN LEGION POST 123 ON NOVEMBER 11, 2018, NOVEMBER 25, 2018, AND DECEMBER 9, 2018.

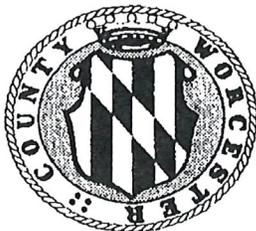
APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND BY AFFIRMATIVE VOTE OF \_\_\_\_ TO \_\_\_\_ OPPOSED, WITH \_\_\_\_ ABSTAINING AND \_\_\_\_ ABSENT.

\_\_\_\_\_  
ELROY BRITTINGHAM, SR. VICE PRESIDENT

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018 BY THE MAYOR OF THE TOWN OF BERLIN.

\_\_\_\_\_  
WM. GEE WILLIAMS, III, MAYOR

ATTEST: \_\_\_\_\_  
LAURA ALLEN  
TOWN ADMINISTRATOR



BOARD OF LICENSE COMMISSIONERS  
FOR WORCESTER COUNTY

ATTN: APRIL PAYNE, LIQUOR LICENSE ADMINISTRATOR  
WORCESTER COUNTY GOVERNMENT CENTER  
ONE WEST MARKET STREET - ROOM 1201  
SNOW HILL, MARYLAND 21863  
PHONE: 410-632-1908, EXTENSION 1120  
e-mail: apayne@co.worcester.md.us

APPLICATION FOR SPECIAL SUNDAY PERMIT

TO BONA FIDE CONVENTIONS AND SUCH OTHER SPECIAL GROUPS  
UNDER THE PROVISIONS OF THE ACTS OF THE GENERAL ASSEMBLY OF  
MARYLAND AT ITS 1967 SESSION

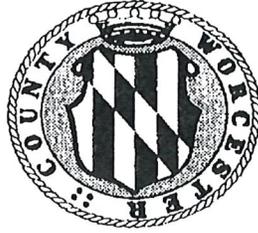
Date of Application: 8/27/18  
Name of Applicant: Boggs Dasharoun American Legion Post 123  
Address of Applicant: PO Box 136 Beelin MD. 21811  
Telephone: 410-641-3760 E-Mail: \_\_\_\_\_  
Class and Number of License now held: #69  
Location for which Permit is sought: 10111 Old Ocean City Blvd  
Beelin MD 21811  
Election District No.: 1  
Convention or Group for which Permit sought: American Legion Post 123  
Date for which Permit sought: ~~SEPT 2018~~ NOV 11 2018  
If within incorporated town, has Mayor & Council approved issuance of Permit? \_\_\_\_\_

FEE: \$100 per day

APPROVAL MAYOR & CITY COUNCIL

SIGNATURE OF APPLICANT

Vincent J. Walkway Jr.



BOARD OF LICENSE COMMISSIONERS  
FOR WORCESTER COUNTY

ATTN: APRIL PAYNE, LIQUOR LICENSE ADMINISTRATOR  
WORCESTER COUNTY GOVERNMENT CENTER  
ONE WEST MARKET STREET - ROOM 1201  
SNOW HILL, MARYLAND 21863  
PHONE: 410-632-1908, EXTENSION 1120  
e-mail: apayne@co.worcester.md.us

APPLICATION FOR SPECIAL SUNDAY PERMIT

TO BONA FIDE CONVENTIONS AND SUCH OTHER SPECIAL GROUPS  
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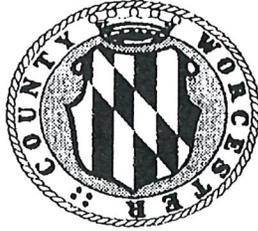
Date of Application: 8/27/18  
Name of Applicant: Boggs Dasharoun American Legion Post 123  
Address of Applicant: PO Box 136 Beelin MD. 21811  
Telephone: 410-641-3760 E-Mail: \_\_\_\_\_  
Class and Number of License now held: #69  
Location for which Permit is sought: 10111 Old Ocean City Blvd  
Beelin MD 21811  
Election District No.: 1  
Convention or Group for which Permit sought: American Legion Post 123  
Date for which Permit sought: NOV 25-2018  
If within incorporated town, has Mayor & Council approved issuance of Permit? \_\_\_\_\_

FEE: \$100 per day

APPROVAL MAYOR & CITY COUNCIL

SIGNATURE OF APPLICANT

Vincent J. Hollaway Jr.



BOARD OF LICENSE COMMISSIONERS  
FOR WORCESTER COUNTY

ATTN: APRIL PAYNE, LIQUOR LICENSE ADMINISTRATOR  
WORCESTER COUNTY GOVERNMENT CENTER  
ONE WEST MARKET STREET - ROOM 1201  
SNOW HILL, MARYLAND 21863  
PHONE: 410-632-1908, EXTENSION 1120  
e-mail: apayne@co.worcester.md.us

APPLICATION FOR SPECIAL SUNDAY PERMIT

TO BONA FIDE CONVENTIONS AND SUCH OTHER SPECIAL GROUPS  
UNDER THE PROVISIONS OF THE ACTS OF THE GENERAL ASSEMBLY OF  
MARYLAND AT ITS 1967 SESSION

Date of Application: 8/27/18

Name of Applicant: Boggs Disharoun American Legion Post 123

Address of Applicant: PO Box 136 Berlin MD. 21811

Telephone: 410-641-3760

E-Mail: \_\_\_\_\_

Class and Number of License now held: #69

Location for which Permit is sought: 10111 Old Ocean City Blvd  
Berlin MD 21811

Election District No.: 1

Convention or Group for which Permit sought: American Legion Post 123

Date for which Permit sought: Dec 9 2018

If within incorporated town, has Mayor & Council approved issuance of Permit? \_\_\_\_\_

FEE: \$100 per day

APPROVAL MAYOR & CITY COUNCIL

SIGNATURE OF APPLICANT

Vincent J. Holloway Jr.



**MOTION OF MAYOR AND COUNCIL – 2018-21  
2019 EVENT SCHEDULE**

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN APPROVING THE PARK EVENTS LISTED ON THE ATTACHED SCHEDULE AND ACCEPTING THE 2019 EVENT SCHEDULE.

STATE HIGHWAY AND TOWN SERVICES PAPERWORK WILL BE SUBMITTED TO PARTICIPATING DEPARTMENTS AT LEAST SIX (6) WEEKS PRIOR TO THE EVENT. THE PURPOSE OF THIS MOTION IS TO APPROVE THE PROVISION OF TOWN SERVICES TO THESE EVENTS FOR THE CALENDAR YEAR.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018 BY THE 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 \_\_\_\_\_, 2018 BY THE MAYOR OF THE TOWN OF BERLIN.

\_\_\_\_\_  
WM. GEE WILLIAMS, III, MAYOR

ATTEST: \_\_\_\_\_

LAURA ALLEN  
TOWN ADMINISTRATOR

## 2019 Events

Event	Date	Sponsor	Time
Restaurant Week	1/7 - 1/11	Cam Bunting	
Kids Valentine Event	2/9/2019	Main Street	11 am - 2pm
Spring Celebration	4/20/19	Chamber	10 am - 5 pm
Berlin Little League Parade	4/13/19	Little league	8:00 AM
Take Pride in Berlin/Clean up	4/13 - 4/20	Town & Parks Commission	8:00 AM
Spring Just Walk	5/4/19	Parks Commission	9:00 AM
Berlin Jazz & Blues	5/4/19	Chamber	10 am - 6 pm
Berlin Reggae Play Day	5/10/19	Main Street/Ocean98	5 pm - 9 pm
Spring Cruisers	5/18/19	Chamber	10 am - 2 pm
Memorial Day at Monument	5/26/19	Main Street	8 am - 9 am
Memorial Day Parade	5/27/19	BCIA /Town	11 am - 5 pm
Concert on the Lawn	6/9/19	Heritage Foundation	6 pm - 7:30 pm
Afternoon on the Lawn	6/9/19	Heritage Foundation	2 pm -5 pm
Free Outdoor Movie Main St.	6/15/19	A&E	8:30 PM
Bathtub Races	6/14/19	Chamber	5 pm - 8 pm
Free Outdoor Movie SDP	6/29/19	Parks Commission	8:30 PM
Historic July 3rd Celebration	7/3/19	Heritage Foundation	4 pm- 7 pm
Fireworks	7/3/19	Town/Main Street	9 pm - 10 pm
Free Outdoor Movie WHP	7/13/19	Parks Commission	8:30 PM
Concert on the Lawn	7/14/19	Main Street	6 pm - 7:30 pm
Free Outdoor Movie SDP	7/27/2019	Parks Commission	8:30 PM
Peach Festival	8/3/2019	Heritage Foundation	11 am - 4pm
National Night Out	8/6/2019	Town/Police Dept	4 pm - 7 pm
Free Outdoor Movie WHP	8/10/2019	Parks Commission	8:30 PM
Sidewalk Sale	8/9/19 - 8/11/19	Steve Frene	10 am - 5 pm
Concert on the Lawn	8/11/2019	Heritage Foundation	6 pm - 7:30 pm
Free Outdoor Movie Main St.	8/24/2019	A&E	8:30 PM
Shakespeare on Pitt Street	8/31/2019	Main Street	7 pm - 10 pm
Small Town Throw Down	9/7/2019	John Fager/Atlantic Hotel	1 pm - 6 pm
Concert on the Lawn	9/8/2019	Heritage Foundation	6 pm - 7:30 pm
Paint Berlin Plein Air	9/19 - 9/22	Arts Council	10 am - 5 pm
Fiddlers Convention	9/20/2019	Chamber	7 pm - 10 pm

<b>Event</b>	<b>Date</b>	<b>Sponsor</b>	<b>Time</b>
Fiddlers Convention	9/21/2019	Chamber	10 am - 6 pm
Fiddlers Convention	9/22/2019	Chamber	12 pm - 3 pm
Touch a Truck	10/5/2019	Town of Berlin	10 am - 2 pm
Fall Cruisers	10/12/2019	Chamber	10 am - 2pm
Oktoberfest	10/19/2019	Main Street	12-5pm
Free Outdoor Movie	10/19/2019	A&E	8:30 PM
Fall Just Walk	11/2/2019	Parks Commission	9:00 AM
Tree Lighting/Open House	11/22/2019	Main Street	5:30 pm - 9 pm
Classical Christmas	12/3/2019	Heritage Foundation	6 pm - 9 pm
Christmas Parade	12/5/2019	Town/Main Street	7 pm - 9 pm
Candlelight Tour @ Museum	12/7/2019	Heritage Foundation	5 pm - 6:30 pm
New Years Eve	12/31/2019	Main Street	
Art Strolls	2nd Fridays each month - A&E		5 pm - 8 pm
Farmers Market	Sundays May-Oct	Main Street	9 am - 1 pm

## 2019 BERLIN Events

**\*\*Indicates Alcohol Permitted Event**

### **Berlin Restaurant Week**

January 7-11, 2019

Visit the restaurants in town for specials on breakfast, lunch and dinner. Sponsored by Cam Bunting and Berlin Main Street.

### **Kids Valentine Event**

February 9, 2019; 11 am – 2 pm

Bring the kids by the Welcome Center to decorate their Valentine bags and then stroll downtown to collect goodies from the businesses. For ages 3-10. Sponsored by Berlin Main Street

### **Berlin Little League Parade**

Saturday, April 13, 2019

8 am – 9 am

Enjoy opening day as our Berlin Little League baseball teams parade down Main Street to the ball fields. Walk starts at Berlin Fire Company.

Sponsored by Berlin Little League

### **Berlin Spring Celebration**

Saturday, April 20, 2019

10 am – 4 pm

Downtown Main Street

Welcome spring by enjoying a day of fun, food, games for the kids and vendors.

Sponsored by the Berlin Chamber of Commerce

### **Take Pride in Berlin Week**

April 13-20, 2019

Town of Berlin

Berlin's Clean-Up Day is Saturday, April 21st beginning at 9 am. Volunteer to help clean up or beautify one of our parks or areas throughout town. Free lunch provided afterwards.

Sponsored by the Berlin Parks Commission

### **\*\*Berlin Jazz & Blues Bash**

Saturday, May 4, 2019

10 pm – 6 pm

Downtown Main Street

Listen to the sounds of Jazz and Blues. Check out the food vendors and beer/wine. Shop our local businesses or craft vendors along the street. Sponsored by the Berlin Chamber of Commerce

### **Spring Just Walk Berlin**

Saturday, May 4, 2019

8:30 am – 11 am

Stephen Decatur Park

Free fun-walk in Stephen Decatur Park in cooperation with the Worcester County Health Department.  
Sponsored by the Berlin Parks Commission

**\*\*Reggae Play Day**

Friday, May 10, 2019

5 pm – 9 pm

Downtown Main Street

Listen to a variety of bands perform. Food Vendors, Beer. Sponsored by Ocean 98.1 and Berlin Main Street

**Berlin Spring Cruisers**

Saturday, May 18, 2019

10 am – 2 pm

Downtown Main Street

Classic cars and cruisers line the streets of Main Street. Sponsored by the Berlin Chamber of Commerce

**Memorial Day at the Monument**

Sunday, May 26, 2019

8 am

Join us at the Veterans monument on Main Street for a special ceremony to honor our veterans.

Sponsored by the American Legions

**Berlin Memorial Day Parade at Henry Park**

Monday, May 27, 2019

11 am – 5 pm

Dr. William Henry Park and Multipurpose Building on Flower Street

Parade begins at 11 am from Stephen Decatur Middle School to Henry Park featuring bands, cars, dance and music. The day continues at the Henry Park with music, food, vendors and games.

Sponsored by the Berlin Community Improvement Association

**Berlin Concert on the Lawn**

Sunday, June 9, 2019

6:00 pm – 7:30 pm

Calvin B. Taylor House Museum

Music featuring sounds of bluegrass, gospel or country. Sponsored by the Berlin Heritage Foundation

**\*\*Afternoon on the Lawn**

Sunday, June 9, 2019

Calvin B. Taylor House Museum

Garden party featuring food, beer, wine and music. Sponsored by the Berlin Heritage Foundation. They will ask for a special exception to allow for alcohol.

**Berlin Bathtub Races**

Friday, June 14, 2019

5 pm – 8 pm

The Battle of the Bathtubs. Businesses and sponsors compete in homemade rolling tubs for the Winner Take All Ducky Trophy. Sponsored by the Berlin Chamber of Commerce

**Free Outdoor Movie**

Saturday, June 15, 2019

8:30 pm

Jefferson & Main Streets

Bring a chair, blanket and snack to enjoy the showing of Tuck Everlasting. Sponsored by the Berlin Arts & Entertainment Committee

**Berlin Free Outdoor Movie**

Saturday, June 29, 2019

8:30 pm

Stephen Decatur Park

Bring a chair, blanket and snack to enjoy the TBD movie.

**Historic July 4<sup>th</sup> Celebration**

Wednesday, July 3, 2019

4 pm – 7 pm

Calvin B. Taylor House Museum

Historic celebration of July 4<sup>th</sup>, reading of Declaration of Independence, children's games, bands and picnic foods. Sponsored by the Berlin Heritage Foundation

**Berlin Fireworks**

Wednesday, July 3, 2019

Beginning at dusk at Berlin Falls Parks

A spectacular array of fireworks to celebrate Independence Day.

Sponsored by Berlin Main Street

**Berlin Free Outdoor Movie**

Saturday, July 13, 2019

8:30 pm

Dr. William Henry Park

Bring a chair, blanket and snack to enjoy.

**Berlin Concert on the Lawn**

Sunday, July 14, 2019

6 pm – 7:30 pm

Calvin B. Taylor House Museum

Music featuring sounds of bluegrass, gospel or country. Bring a chair, blanket or snack and enjoy.

Sponsored by the Berlin Heritage Foundation

**Berlin Free Outdoor Movie**

Saturday, July 27, 2019

8:30 pm

Stephen Decatur Park

**Berlin Peach Festival**

Saturday, August 3, 2019

11 am – 4 pm

Calvin B. Taylor House Museum

Community festival featuring pie-baking and pie-eating contests, music, craft demonstrations, games and vendors of handcrafted items and food. Shuttle available.

Sponsored by Berlin Heritage Foundation

**National Night Out**

Tuesday, August 6, 2019

4 – 7 pm

Community event sponsored by the Berlin Police Department. Food, exhibits for the whole family.

**Berlin Sidewalk Sale**

Friday, August 9 – Sunday, August 11, 2019

10 am – 5 pm (Commerce closed on Saturday only)

Check out the special sales that downtown businesses have to offer. Sponsored by Victorian Charm

**Berlin Free Movie at Henry Park**

Saturday, August 10, 2019

Dr. William Henry Park

8:30 pm

**Concert on the Lawn**

Sunday, August 11, 2019

6 – 7:30 pm

Calvin B. Taylor House Museum

Bring a chair, blanket and snack to enjoy the sounds of blue grass, country or gospel music.

Sponsored by the Berlin Heritage Foundation

**Berlin Free Outdoor Movie – Runaway Bride**

Saturday, August 24, 2019

8:30 pm

Main & Jefferson Streets

Bring a chair, blanket and snack to enjoy the showing of Runaway Bride.

**Shakespeare on Pitt Street**

Sunday, August 31, 2019

7:30 pm – 9:30 pm

Pitts Street

A Shakespearian play produced by the Brown Box Theatre. Audience is encouraged to bring lawn chairs.

Sponsored by Berlin Main Street

**\*\*Small Town Throw Down**

Saturday, September 7, 2019

Main Street 1pm – 6 pm

Enjoy the sounds of Nashville style music. Food and beer. Shuttle available.

**Berlin Concert on the Lawn**

Sunday, September 8, 2019

6 pm – 7:30 pm

Calvin B. Taylor House Museum

Music featuring sounds of bluegrass, gospel or country

Sponsored by the Berlin Heritage Foundation

**Paint Berlin Plein Air**

Wednesday, September 19 – Saturday, September 22, 2019

10 am – 5 pm

Downtown Berlin

Artists grace our streets, sidewalks and green spaces to create original paintings of our scenic views and historic locations. Sponsored by Worcester County Arts Council

**\*\*Berlin Fiddlers Convention**

Friday, September 20, 2019; Saturday, September 21, 2019 and Sunday, September 22, 2019

Friday – 7 pm – 10 pm; Saturday 12 pm – 5 pm; Sunday 12 pm – 3 pm

Friday & Saturday – Downtown Main Street; Sunday – Calvin B. Taylor House Museum

Music fills the air with music competitions, food and craft vendors and beer. Free admission and parking. Shuttle available from Berlin Intermediate School.

Sponsored by the Berlin Chamber of Commerce

**Berlin Touch A Truck**

Saturday, October 5, 2019

10 am – 12 noon

Stephen Decatur Park

Check out vehicles used by the Electric, Water Resources, Public Works and Police Departments. Exhibits, K9 demonstration and food available. Sponsored by the Town of Berlin

**Berlin Fall Cruisers**

Saturday, October 12, 2018

10 am – 2 pm

Downtown Main Street

Classic cars and cruisers line Main Street. Sponsored by the Berlin Chamber of Commerce

**\*\*Berlin Oktoberfest**

Saturday, October 19, 2019

12 pm – 5 pm

Music, Fall Sidewalk Sale, Beer, Food. Downtown Main Street. Sponsored by Berlin Main Street

**Berlin Free Outdoor Movie**

Saturday, October 19, 2019

Jefferson & Main Streets

8:30 pm

Halloween themed movie TBD. Bring a chair, blanket and snacks

**Fall Just Walk Berlin**

Saturday, November 2, 2019

8:30 am – 11 am

Stephen Decatur Park

Free fun-walk in Stephen Decatur Park in cooperation with the Worcester County Health Department.

Sponsored by the Berlin Parks Commission

**Berlin Tree Lighting and Holiday Open House**

Friday, November 22, 2019

5:30 pm – 9 pm

Downtown Main Street & Atlantic Hotel

Join us for the annual tree lighting at the Atlantic Hotel. Ice sculpture carvings.

Sponsored by Berlin Main Street

**Classical Christmas**

Monday, December 3, 2019

6 pm – 9 pm

Calvin B. Taylor House Museum. Gourmet dinner and candlelight concert in museum and Atlantic Hotel.

Sponsored by the Berlin Heritage Foundation

**Berlin Christmas Parade**

Thursday, December 5, 2019

7 pm

Downtown Main Street

Celebrate the holiday season as people fill the streets to watch the marching bands, dance teams, fire companies and floats while awaiting the arrival of Santa. Shuttle available from Berlin Intermediate School.

Sponsored by the Town and Berlin Main Street

**Candlelight Tour at the Calvin B. Taylor House Museum**

Saturday, December 7, 2019

5 – 6:30 pm

Docents in period costumes will give tours by candlelight of the down stairs area of the museum.

Sponsored by the Berlin Heritage Foundation.

**\*\*Berlin New Year's Eve Celebration and Ball Drop**

Monday, December 31, 2019

5 pm – 7 pm Kids Ball Drop; 10 pm – 1 am Adults

Downtown Main Street. Kids events until 6:30pm. Adult event with music and beer/wine starts at 10pm

Celebrate the arrival of 2019 in Berlin. Sponsored by Berlin Main Street

**Berlin Art Strolls**

Every second Friday

5 pm – 8 pm

Downtown Main Street

Stroll the streets and sidewalks to check out the featured artists and musicians in downtown Berlin.

Makers Markets located on Jefferson Street May through October. Sponsored by the Berlin Arts and Entertainment Committee

**Berlin Farmers Market**

Each Sunday from May thru October

9 am – 1pm

Artisans Green

Producers only market featuring jams, jellies, fresh fruits and vegetable, breads, flowers and so much more. Live music from 11 am – 1 pm. Kids activities.



**MOTION OF MAYOR AND COUNCIL – 2018-22  
2019 SPECIAL EVENT EXCEPTION FOR CONSUMPTION OF ALCOHOL**

A MOTION OF THE MAYOR AND COUNCIL APPROVING AN EXCEPTION TO ORDINANCE 2011-11, CHAPTER 30-1 TO ALLOW THE CONSUMPTION OF ALCOHOL IN NON-GLASS CONTAINERS WITHIN THE DESIGNATED AREAS OF MAIN STREET AND STEVENSON LANE TO 14 SOUTH MAIN STREET, 104 PITTS STREET TO THE INTERSECTION OF BROAD AND COMMERCE STREET, MAIN STREET TO THE INTERSECTION OF BROAD AND GAY STREET AND 4 BAY STREET TO THE BACK OF THE PARKING LOT AT THE ATLANTIC HOTEL FOR THE EVENTS LISTED BELOW.

**Berlin Jazz and Blues – Saturday, May 4, 2019; 12 noon to 6 pm**

**Reggae Play Day – Friday, May 10, 2019; 5 pm to 9 pm**

**Small Town Throw Down – Saturday, September 7, 2019; 1 pm to 6 pm**

**Fiddlers Convention – Friday, September 20, 2019; 7 pm to 10 pm  
Saturday, September 21, 2019; 12 noon to 6 pm**

**Octoberfest and Fall Sidewalk Sale - Saturday, October 19, 2019;  
12 noon to 5 pm**

**New Year’s Eve Ball Drop – Monday, December 31, 2019; 10 pm to 1 am**

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018 BY THE 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 \_\_\_\_\_, 2018 BY THE MAYOR OF THE TOWN OF BERLIN.

\_\_\_\_\_  
WM. GEE WILLIAMS, III, MAYOR

ATTEST: \_\_\_\_\_  
LAURA ALLEN  
TOWN ADMINISTRATOR



**MOTION OF THE MAYOR AND COUNCIL 2018-23**

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN APPROVING TEEPEE DEVELOPMENT, LLC TO TRANSFER TWENTY-NINE (29) EQUIVALENT DWELLING UNITS (EDU'S) FROM THE ASSISTED LIVING SITE TO THE HOSPICE AND WINDY WAY FARM LANDS.

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018 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 \_\_\_\_\_, 2018 BY THE MAYOR OF THE TOWN OF BERLIN.

\_\_\_\_\_  
WM. GEE WILLIAMS, III, MAYOR

ATTEST: \_\_\_\_\_  
LAURA ALLEN  
TOWN ADMINISTRATOR

**Teepee Development, LLC**  
**PO Box 460**  
**Ocean City, Md. 21843**  
**troyburn@aol.com**  
**410-726-8043 (cell)**

September 17, 2018

Mayor and Council of Berlin  
Laura Allen Town Administrator  
Jane Kreiter Public Works

RE: Transfer EDUs in the Purnell Crossing PUD

Dear Mayor and Council,

We are requesting to be placed on the next council meeting for the transfer of 29 EDU's from the Assisted Living site which currently has 42 Ready to serve fees remaining. This would leave 13 on that site. We would place these 29 on the Hospice and Windy Way Farm lands which recently was approved as phase 4 and 5 for 30 single family lots. The site currently has 1 EDU allocated so an additional 29 would make 30.

Thanks, and if you need anything please call me.

Sincerely,

  
Teepee Development, LLC  
G. Troy Purnell, managing member

Encl: PC edu reallocation Sept 2018 table  
GTP

Purnell Crossing EDU reallocation - May, 2018

current allocations

	Year est.	acct. #	#EDU's	water	sewer	
Townhomes	Aug 2003	11-3590001	20	1800	4000	5800
farm	Aug 2003	11-3570001	1	1800	4000	5800
Asst. living	May 2005	33-990202	42	2400	7300	9700
Hospice Land	Aug 2003	11-3580001	1	1800	4000	5800
			64			

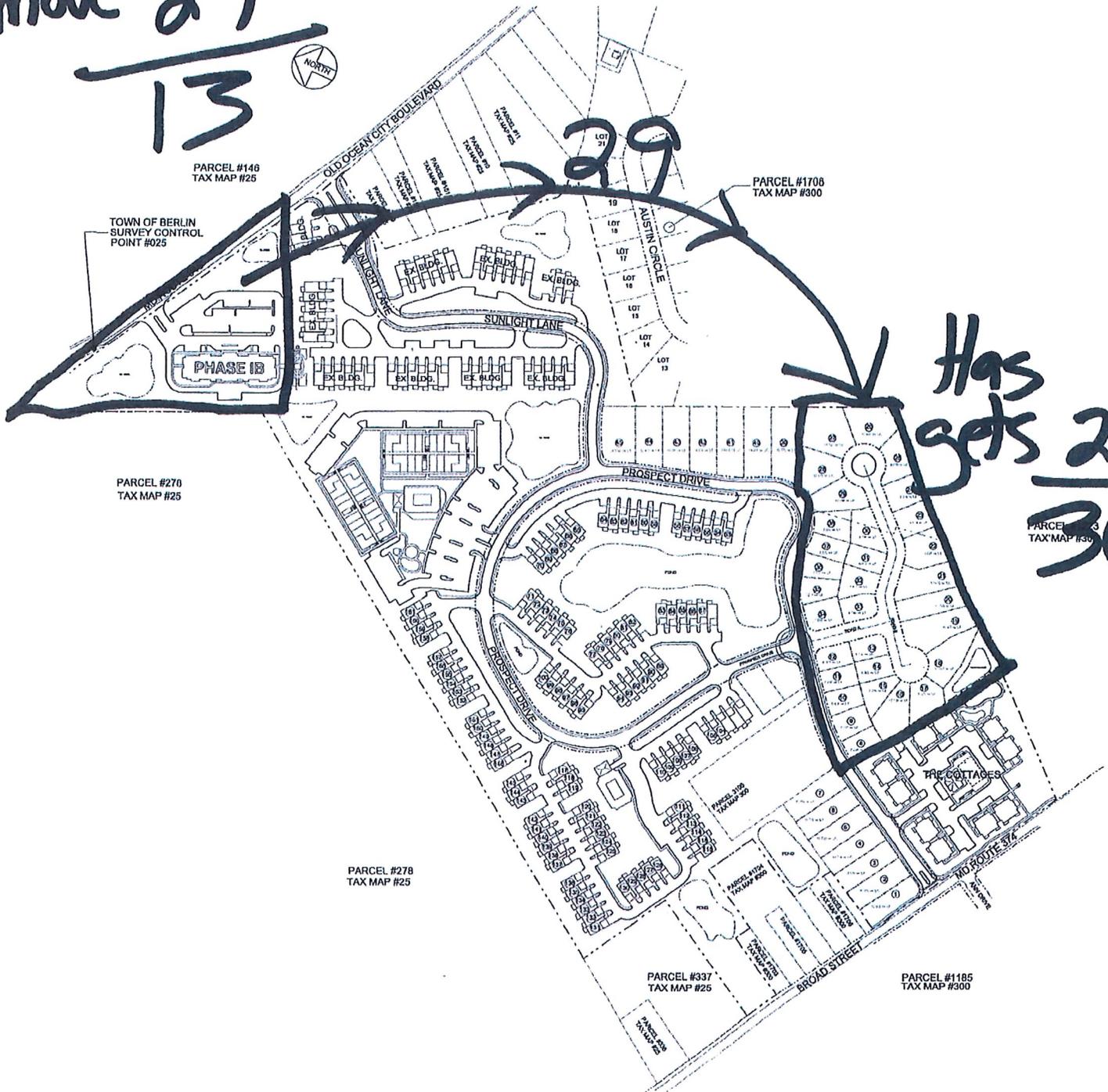
Purnell Crossing EDU reallocation - September, 2018

proposed allocations

	Year est.	acct. #	#EDU's	water	sewer	
Townhomes remains same	Aug 2003	11-3590001	20	1800	4000	5800
farm remains same	Aug 2003	11-3570001	1			
Asst. living moves 29 to PC south 4 and 5	May 2005	33-990202	13	2400	7300	9700
Hospice Land combine these 2 PC South EDU's from Asst living	May 2005	11-3580001	1	1800	4000	5800
		33-990202	29	2400	7300	9700
			64			

Has 42  
move 29

13



Has  
gets 29  
30

**REVISED P.U.D. SKETCH PLAN**

SCALE : 1" = 100'

NOV. 22, 2017



**MOTION OF THE MAYOR AND COUNCIL 2018-26**

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN AUTHORIZING STAFF TO ENTER INTO A CONTRACT WITH AXON ENTERPRISE, INC. FOR THE BODYCAM TASER ASSURANCE PLAN IN THE AMOUNT OF \$36,751.50 OVER A PERIOD OF FIVE YEARS.

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ 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 \_\_\_\_\_, 2018 BY THE MAYOR OF THE TOWN OF BERLIN.

\_\_\_\_\_  
WM. GEE WILLIAMS, III, MAYOR

ATTEST: \_\_\_\_\_  
LAURA ALLEN  
TOWN ADMINISTRATOR



# STAFF REPORT

TO: Mayor and Members of the Town Council

FROM: Chief A. R. Downing

VIA: Town Administrator Laura Allen *LA*

MEETING DATE: Tuesday, October 9, 2018

SUBJECT: Berlin Police Department Axon (Body Camera) Contract

## RECOMMENDATION

The Berlin Police Department recommends that the Mayor and Council approve the body camera and storage systems by **Axon**.

After being requested by the Berlin Mayor and Council for a time-line for the utilization of body cameras, the Berlin Police Department has reviewed options and determined that Axon Body Cameras are a viable option.

## FISCAL IMPACT

This project is part of an initial capital budget of \$11,659.50 and a maintenance and storage cost of approximately \$6,300.00 per year (4 yrs) \$10,000 Budgeted FY19 with a \$5,000 LGIT Grant FY19.

Year 1 - \$11,659.50 FY19  
Year 2 - \$ 6,160.50 FY20  
Year 3 - \$ 6,235.50 FY21  
Year 4 - \$ 6,310.50 FY22  
Year 5 - \$ 6,385.50 FY23

Total - \$36,751.50

## BACKGROUND

Body camera systems provide benefits to both police officers and civilians as an evidentiary tool for criminal and non-criminal situations, as a vehicle for transparency and mutual trust for law enforcement and the community and as a reviewing component to assist the agency in teaching officer's proper techniques in the field. Body cameras allow the agency to resolve complaints in a more efficient and expedient manner by saving time and adding clarity to inquiries and provide real-time footage for on-scene violations of the law. Research has also shown that when the

public and police know that cameras are present they both exhibit more thoughtful and controlled behavior. This is often referred to as the "civilizing effect." As for the officers, they can review footage of themselves to self-critique (improve and reinforce techniques) their actions.

Many agencies have found body cameras to reduce misconduct complaints and use of force incidents. The Berlin Police Department has averaged six (6) reported use of force incidents per year, during the last eight (8) years and averaged last than two (2) complaints against officers per year in the same time frame. With such low numbers of use of force incidents and complaints against officers, these numbers cannot be realistically expected to decrease with the addition of body cameras. In fact, with random review of the body camera recordings the number of agency generated complaints more than likely will increase initially.

The major projected benefit of body cameras will be less investigation time and overall expense of these types of incidents. Review of these incidents can utilize hundreds of hours of interviews and investigation taking many months to untangle the facts to a certain degree of truth. The use of body cameras has proven to increase the degree of certainty and decrease the hours of review. Indirect benefits include, shorter and more concise reviews which lead to better morale for officers being reviewed and those reviewing them. From an overall evidentiary value, the benefits of capturing real time incidents with audio cannot be overstated. Studies have shown that 80% of investigations or more, with officers being the sole witnesses, are greatly strengthened with many not going to a full criminal proceeding, thus saving time in the court. Therefore, the Berlin Police Department request the Local Government Insurance Trust assist with the cost of ten (10) body cameras for the Berlin Police Department Patrol Division.

## ANALYSIS

The Berlin Police Department contacted all the law enforcement agencies in the tri-county area (15 agencies) and found that five (5) agencies utilize body cameras all of them are **Axon** and that the Pocomoke Police Department is in the process of drafting a proposal for **Axon** cameras. The agencies utilizing **Axon** stated that cost of storage and time-consuming task of copying footage were the reasons for selecting the company. **Axon** provides cloud-based storage and a secure retrieval processes for permissioned parties (such as the States Attorney's Office) to view and copy flagged incidents. In flagging, the agency highlights a range of time, tags the period of time (references a case number or defendants name) and gives permission for review and/or copy of the tagged file when appropriate. In discussions with the Local Government Insurance Trust it was learned that Axon is one of the vendors that they recommend and is widely used in the state. The product allows up to two-minute buffering (can capture two minutes of footage prior to turning on the unit) and has 130-degree view vs 80-degree view of most other cameras and the product has multi mounting options and durable shell. **Axon** is, also, a scalable product that can integrate our current taser (ECD) units, with the body cameras, possible future in-car cameras and other **Axon** evidence tracking software.

## CONCLUSION

The Berlin Police Department recommends **Axon** for several reasons:

1. **Axon** is currently the only system utilized by agencies in the tri-county.
  - a. Snow Hill Police Department
  - b. Fruitland Police Department

- c. Princesses Anne Police Department
  - d. Salisbury Police Department
  - e. Wicomico County Sheriff's Office
2. **Axon** is a vendor approved by the Local Government Insurance Trust
  3. **Axon** can be accessed directly by the Worcester County States Attorney Office and other permissioned groups for easy secure access to flagged incidents.
  4. **Axon** is a scalable system and the contract only commits the Berlin Police Department to a five-year program if a more practical body camera system becomes available in the future.



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 Phone: (800) 978-2737

**Q-170408-43262.726RM**

Issued: 06/11/2018

Quote Expiration: 09/30/2018

Account Number: 140152

Start Date: 09/15/2018

Payment Terms: Net 30

Delivery Method: Fedex - Ground

**SHIP TO**

Robert Fisher  
 Berlin Police Dept. - MD  
 10 WILLIAM ST.  
 Berlin, MD 21811  
 US

**BILL TO**

Berlin Police Dept. - MD  
 10 WILLIAM ST.  
 Berlin, MD 21811  
 US

**SALES REPRESENTATIVE**

Russ Myers  
 Phone: 480-463-2168  
 Email: rmyers@axon.com  
 Fax: 480-999-6151

**PRIMARY CONTACT**

Robert Fisher  
 Phone: (410) 641-1333  
 Email: rfisher@berlinmdpd.org

**Year 1**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	2	336.00	336.00	672.00
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	8	180.00	180.00	1,440.00
85110	EVIDENCE.COM INCLUDED STORAGE	80	0.00	0.00	0.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	2	468.00	468.00	936.00
85110	EVIDENCE.COM INCLUDED STORAGE	60	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	850	0.75	0.75	637.50
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	10	240.00	240.00	2,400.00
<b>Hardware</b>					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	10	499.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	10	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	10	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	10	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	42.00	42.00	84.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	2	1,495.00	1,495.00	2,990.00

**Year 1 (Continued)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Services</b>					
85144	AXON STARTER	1	2,500.00	2,500.00	2,500.00
				Subtotal	11,659.50
				Estimated Shipping	0.00
				Estimated Tax	0.00
				Total	11,659.50

**Spares**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	1	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	1	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

**Year 2**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	8	180.00	180.00	1,440.00
85110	EVIDENCE.COM INCLUDED STORAGE	80	0.00	0.00	0.00
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	2	468.00	468.00	936.00
85110	EVIDENCE.COM INCLUDED STORAGE	60	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	950	0.75	0.75	712.50
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	10	240.00	240.00	2,400.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	2	336.00	336.00	672.00
				Subtotal	6,160.50
				Estimated Tax	0.00
				Total	6,160.50

**Year 3**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	8	180.00	180.00	1,440.00

**Year 3 (Continued)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages (Continued)</b>					
85110	EVIDENCE.COM INCLUDED STORAGE	80	0.00	0.00	0.00
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	2	468.00	468.00	936.00
85110	EVIDENCE.COM INCLUDED STORAGE	60	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	1,050	0.75	0.75	787.50
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	10	240.00	240.00	2,400.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	2	336.00	336.00	672.00
				Subtotal	6,235.50
				Estimated Tax	0.00
				Total	6,235.50

**Year 4**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	8	180.00	180.00	1,440.00
85110	EVIDENCE.COM INCLUDED STORAGE	80	0.00	0.00	0.00
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	2	468.00	468.00	936.00
85110	EVIDENCE.COM INCLUDED STORAGE	60	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	1,150	0.75	0.75	862.50
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	10	240.00	240.00	2,400.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	2	336.00	336.00	672.00
				Subtotal	6,310.50
				Estimated Tax	0.00
				Total	6,310.50

**Year 5**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	8	180.00	180.00	1,440.00
85110	EVIDENCE.COM INCLUDED STORAGE	80	0.00	0.00	0.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	2	468.00	468.00	936.00
85110	EVIDENCE.COM INCLUDED STORAGE	60	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	1,250	0.75	0.75	937.50

**Year 5 (Continued)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages (Continued)</b>					
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	10	240.00	240.00	2,400.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	2	336.00	336.00	672.00
				Subtotal	6,385.50
				Estimated Tax	0.00
				Total	6,385.50
				<b>Grand Total</b>	<b>36,751.50</b>



## Discounts (USD)

Quote Expiration: 09/30/2018

List Amount	41,741.50
Discounts	4,990.00
<b>Total</b>	<b>36,751.50</b>

*\*Total excludes applicable taxes and shipping*

## Summary of Payments

Payment	Amount (USD)
Year 1	11,659.50
Spares	0.00
Year 2	6,160.50
Year 3	6,235.50
Year 4	6,310.50
Year 5	6,385.50
<b>Grand Total</b>	<b>36,751.50</b>

9159

### Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_  
PO# (Or write N/A): \_\_\_\_\_

Please sign and email to Russ Myers at [rmyers@axon.com](mailto:rmyers@axon.com) or fax to 480-999-6151

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

Quote: Q-170408-43371.759RM

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**MOTION OF THE MAYOR AND COUNCIL 2018-27**

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN AWARDING THE MOBILITY AND PARKING STUDY CONTRACT TO SABRA AND ASSOCIATES IN THE AMOUNT OF \$24,480.00

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ 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 \_\_\_\_\_, 2018 BY THE MAYOR OF THE TOWN OF BERLIN.

\_\_\_\_\_  
WM. GEE WILLIAMS, III, MAYOR

ATTEST: \_\_\_\_\_  
LAURA ALLEN  
TOWN ADMINISTRATOR

PROFESSIONAL SERVICES AGREEMENT

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018

by and between TOWN OF BERLIN, MD hereinafter called the Owner,

and

A Corporation known as Sabra & Associates, Inc. organized and existing under the laws of the State of Maryland

whose address is 7055 Samuel Morse Drive City of Columbia State of Maryland, hereinafter called the Contractor,

WITNESSETH, that the parties hereto for the consideration stated do mutually agree as follows:

ARTICLE 1 - SCOPE OF WORK

1.1 The Contractor agrees to furnish all labor, superintendence, materials, necessary equipment, and other utilities and facilities for, perform all work necessary for or incidental to, and perform all other obligations imposed by this Agreement for, the complete Work in connection with Task A of the TOWN OF BERLIN PARKING AND MOBILITY STUDY, herein called STUDY, all in strict accordance with the Contract Documents to include the Sabra & Associates, Inc. proposal dated July 31, 2018, and all RFQ documents as prepared by the Town of Berlin, acting as and entitled the Engineer in this Agreement.

1.2 The Contract Documents comprise the entire Agreement between Owner and Contractor and are incorporated in this Agreement and made a part hereof. The Contract Documents may only be altered, amended, or repealed as described below:

(a) The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

- i. a formal Written Amendment,
- ii. a Change Order, or
- iii. a Work Change Directive.

(b) In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

1. a Field Order (agreed upon by both parties),
11. Engineer's approval of a Shop Drawing, or
111. Engineer's written interpretation or clarification.

1.3 Reserved.

## ARTICLE 2 - CONTRACT TIMES

2.1 The Work will be substantially completed by June 30, 2019. The Engineer will perform a final acceptance to confirm Work is fully completed in accordance with the Scope and Contract Documents.

2.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 2.1 above, plus any extensions thereof allowed in accordance with Paragraph 2.3. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$100.00 for each calendar day that expires after the time specified in Paragraph 2.1 above for Substantial Completion until the Work is substantially complete.

2.3 Where Contractor is prevented from completing any part of the Work within the time specified in Paragraph 2.1 due to delay beyond the control of the Contractor, a time extension will be provided in an amount equal to the time lost due to such delay. The Contractor shall make any claims for such delay promptly, within 1 week, and formally in writing to the Engineer.

## ARTICLE 3 - CONTRACT PRICE, PAYMENT, AND RETAINAGE

3.1 The Owner shall pay, and the Contractor shall receive and accept as full payment for the performance of the Contractor's obligations hereunder, the price(s) stipulated in the Bid Form hereto attached subject to the retainage provisions set forth below.

3.2 Retainage. The Owner shall withhold ten percent (10%) of the amount of approved Applications for Payment until the Work receives final acceptance.

3.3 Final Payment. Upon final completion and acceptance of the Work Owner shall pay the remainder of the Contract Price in accordance with this Agreement.

#### ARTICLE 4 - CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

4.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

4.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.

4.3 Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

4.4 Reserved.

4.5 Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.

4.6 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

4.7 Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### ARTICLE 5 - MISCELLANEOUS

5.1 Reserved.

5.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party

sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

5.3 Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

5.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### ARTICLE 6 - DISPUTE RESOLUTION

6.1 All claims, disputes and other matters in question between Owner and Contractor arising out of, or relating to, the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by General Conditions Paragraph 14.13) shall be settled by filing a complaint in the Court system(s) of Worcester County, Maryland, and litigating said matters in said forum.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

(If Contractor is a Corporation)

Attest:



Signature of Secretary or Assistant Secretary

Sabra & Associates, Inc.

Name of Corporation

7055 Samuel Morse Drive, #100, Columbia,

Address of Principal Office MD 21046

(Corporate Seal)



Maryland

State of Incorporation



Signature of President or Vice President

(Owner)

Attest:

Town of Berlin

10 William Street  
Berlin, MD 21811

Signature

Signature

Name/Title

Name/Title

Type or print name below each signature.

END OF AGREEMENT



- RFQ# 2018-02 -

# Town of Berlin Mobility and Parking Study



Submitted By:



[Formerly Sabra, Wang & Associates]  
7055 Samuel Morse Drive, Suite 100  
Columbia, MD 21046  
443-741-3500 | [sabra-associates.com](http://sabra-associates.com)  
July 31, 2018 | 3:00 PM



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**SABRA**  
& ASSOCIATES  
Engineering Innovative Solutions

July 25, 2018

Laura Allen, Town Administrator  
Town of Berlin  
10 William St.  
Berlin, MD. 21811

Reference: Mobility and Parking Study, Request For Qualifications #2018 – 02

Dear Ms. Allen:

Sabra & Associates, Inc. (SAI) is pleased to submit this response for the Request for Qualifications for the Town's Mobility and Parking Study. SAI is a multi-discipline consulting engineering firm with expertise in Transportation Planning and Engineering. Established in 1998, we have a long and proven track record of providing professional engineering services to local jurisdictions throughout Maryland, Virginia and Delaware.

Our unique approach is based on a philosophy of first listening to our clients' needs, and then developing cost-effective mobility solutions that improve quality of life, reduce congestion, improve travel choices, support the economy and enhance safety.

SAI has extensive experience in parking asset inventories, parking data collection and analysis, parking demand forecasts, parking management strategies, parking lot design, multi-modal and complete streets transportation planning, and stakeholder coordination. To support our engineering services, SAI also offers a host of GIS solutions, all of which are grounded in ESRI's suite of ArcGIS Version 10.3 software products.

Our core strength is in municipal engineering and planning. We have over 25 licensed Professional Engineers, ten Professional Traffic Operations Engineers and six certified Professional Planners along with a deep bench of professional support staff including GIS analysts, designers and engineering technicians. SAI has completed dozens of parking studies for municipalities of all sizes, neighborhood circulation studies, multi-modal studies, and traffic engineering studies over the past 15 years. Our experience, in both breadth and depth, illustrates SAI's extensive knowledge of parking demand analysis and management plans. SAI also has extensive experience in parking facility planning and operations including site layout, internal circulation, user needs, signing, cost estimates, and revenue assessment, and access controls. Relevant experience includes:

- ✓ City Dock and Eastport Traffic and Parking Study, City of Annapolis, MD
- ✓ Downtown Parking Study, Town of Oakland, Maryland
- ✓ Old Town Parking Study, City of Takoma Park, MD
- ✓ Town Center Parking Study, Town of Mount Rainier, MD
- ✓ Downtown Parking Study, Town of Mount Airy, MD
- ✓ Downtown Parking Study, Towson, MD

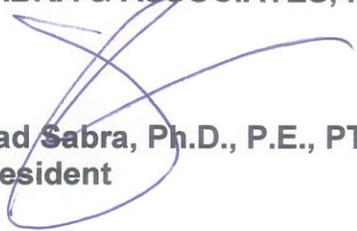
- ✓ US 1 Corridor Parking Improvements, City of Hyattsville, MD
- ✓ Westside and Mount Vernon Neighborhood Parking Study, Baltimore City, MD
- ✓ Columbia Heights Neighborhood Parking Study, Washington, D.C.
- ✓ Old Town Traffic and Parking Study, City of Fairfax, VA
- ✓ Old Town Parking Inventory, City of Alexandria, VA
- ✓ Downtown Parking Study, City of Wilkes-Barre, PA

Under direction of our Contract Manager, Mr. Paul Silberman, P.E., PTOE, SAI staff will proactively work with you to keep your project on-schedule, within budget, and fully leverage his strong relationships with the Maryland SHA. He will be ably supported by several key staff that bring additional depth in traffic and parking data collection, pedestrian and bicycle network planning and design, traffic engineering analysis and design, traffic calming analysis and design, wayfinding systems, fiscal and revenue analysis, concept development/ preliminary engineering, cost estimates, stakeholder and public involvement.

Included herein is a detailed qualifications statement of the firm, per the instructions in the RFP. We are confident in our ability to exceed Berlin's expectations for this contract, and we are eager to begin working together on this exciting endeavor. Thank you for your consideration, and we look forward to hearing from you.

Sincerely,

**SABRA & ASSOCIATES, INC.**



**Ziad Sabra, Ph.D., P.E., PTOE**  
**President**

# Firm Introduction and Qualifications

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## FIRM INTRODUCTION

**Sabra & Associates, Inc. (SAI)** is confident that our firm and key staff experience, and our proven track record with other municipalities, County and State transportation agencies position us to understand the Town's needs, and provide responsive, personalized and outstanding transportation planning support. Our technical expertise in parking operations and management, multi-modal planning, Complete Streets and pedestrian and bicycle network planning and design, traffic calming analysis and design, coupled with our state-of-the-art traffic analysis, GIS and roadway design software, deep staffing resources, and office proximity will be fully leveraged on the Town's behalf.

We share the Town's vision of a comprehensive Mobility and Parking Plan that will identify new biking, walking and parking infrastructure investments in the years to come, and which balances the needs of residents, owners, employees, and visitors to maintain Berlin's small town and historic charm. SAI approaches transportation planning with a modally-balanced perspective and a goal-oriented planning approach to maximize the efficiency of existing and planned infrastructure. We look forward to supporting the Town in this effort.

Sabra & Associates, Inc. (SAI) is a 100+ person strong multi-disciplinary consulting engineering firm with offices in Maryland, Virginia and the District of Columbia specializing in transportation planning and engineering. Established in 1998, we are a multi-discipline consulting engineering firm with a long and proven track record of providing on-call professional engineering services to municipalities and counties of all sizes throughout the region. SAI recognizes the demands and challenges faced by local jurisdictions with limited resources to manage, preserve, and expand public resources such as the transportation network and parking assets. Our unique approach is based on a philosophy of first listening to our clients' needs, and then developing cost-effective mobility solutions that improve quality of life, reduce congestion, improve travel choices, support the economy and enhance safety. SAI brings a blend of the "ground truth" experience in day-to-day transportation system operations with proficiency in cutting edge analysis, designs, technology and management strategies.

“ I think you did excellent work on this project. In my prior life, I worked a lot with traffic consultants, and your firm has been impressive. ”

- Richard Charnovich  
City Manager, Town of Somerset,

SAI has extensive experience in **parking operations and management studies** having completed dozens of parking studies of varying scale from business districts, neighborhoods, and campuses to commuter facilities and presenting findings to mayors, councils and business groups. Parking studies have included asset inventories and mapping, parking data collection and analysis, revenue analysis, parking demand forecasts, stakeholder identification and coordination, parking management strategies, parking technology applications and traveler information. In addition, we also have extensive experience in parking facility planning including capacity and conceptual site layout, internal circulation and access evaluation, user needs, signing, parking configuration and dimensioning, construction cost estimates, and revenue assessment and controls.

SAI offers full-service data collection services supporting intersection, average daily traffic, vehicle classification, travel time, asset inventories, parking utilization and sheds, origin-destination, travel behavior surveys and other data collection activities. To further support our engineering services, SAI offers a host of GIS solutions, all of which are grounded in Esri's suite of ArcGIS version 10.6 software products such as asset data collection, geodatabase development, display mapping, thematic overlay and analysis and online interactive mapping. We have experience in numerous GIS database development techniques such as geocoding, linear referencing, georeferencing, and digitizing. SAI also has extensive experience in asset inventory verification and updates, including roadways, utilities, street furniture, traffic control devices, parking, and environmental features, which assure data integrity.

Our core strength is in **municipal engineering and planning**. We have over a dozen licensed Professional Engineers in our traffic engineering and transportation planning departments, along with six certified Professional Traffic Operations Engineers and six Certified Planners. SAI has a wealth of experience and knowledge of land use and traffic patterns and has completed dozens of parking studies for municipalities of all sizes, downtown circulation studies, multi-modal studies, and traffic engineering studies over the past 15 years. Our experience, in both breadth and depth, illustrates SAI's extensive knowledge of parking demand analysis and management plans.

Our professional team also includes over 25 GIS, CADD, and technical support staff. Attuned to the needs of our public sector clients, we have the experience and know-how to understand their unique needs and develop effective solutions. The majority of work for this project will be performed in our Maryland office.

## SUBCONSULTANTS

SAI does not plan to subcontract any work for this project.



**QUALIFICATIONS AND RELEVANT PROJECTS**

Sabra & Associates, Inc. (SAI) has extensive experience in Maryland and throughout the Mid Atlantic in transportation planning, traffic and parking data collection, parking operations analysis, pedestrian and bicycle network planning and design, traffic engineering analysis and design, traffic calming analysis and design, wayfinding systems, fiscal and revenue analysis, concept development/ preliminary engineering, cost estimates, stakeholder and public involvement and technical documentation. We have strong working relationships with MDOT including SHA District 1. Representative current and recent project summaries are highlighted below, key project examples are included in Section 2:

Client	Description of Work
	<p><b>Berlin to the Beach Bicycle Facility Planning and Design:</b> SAI developed an on-road bicycle facility along Route 611 and Route 376 in Wicomico County. SAI performed field reviews, developed alternative bicycle-compatible roadway cross-sections, evaluated needed traffic control changes, and developed preliminary engineering signing and marking plans and cost estimates.</p>
	<p><b>Downtown Master Plan and Parking Study, Town of Mount Airy:</b> SAI performed a comprehensive on- and off-street parking space inventory, surveyed parking utilization in the historic Main Street and Center Street corridors, and identified future demand. Evaluated pedestrian accessibility, and future land use/ redevelopment and developed recommendations to improve parking management, signage and increase parking capacity in Town-owned parking lots. Presented findings to Mayor.</p>
	<p><b>Downtown Traffic and Parking Study, Town of Oakland:</b> SAI performed a comprehensive traffic and parking study for downtown Oakland covering a 30-square block area. Documented existing traffic counts, traffic operations, pedestrian safety and accessibility, parking supply, regulations, ownership, utilization, revenue and identified strategies to better manage the existing and future parking conditions and demands including increasing parking capacity in Town-owned parking lot within the historic district.</p>
	<p><b>Old Town Parking Study, City of Takoma Park:</b> SAI performed a comprehensive parking study through inventorying curbside and off-street parking spaces and regulations, evaluating parking utilization, assessing parking sheds for residential and commercial uses, and developing a holistic set of strategies for enhanced parking operations and management to balance land use and transportation options.</p>
	<p><b>Citywide Bicycle Boulevard Plan, City of College Park:</b> SAI developed a city-wide Map and Implementation Plan to create a connected network of protected and low-stress bicycle routes. Work efforts included evaluating origins and destinations for cyclists, existing routes, roadway characteristics such as speed, width and traffic volumes. In addition, recommendations for speed and volume traffic calming were included in order to be designed to the latest design standards for bicycle boulevards. Presented findings to the public, SHA, County and City Council.</p>
	<p><b>Non-Motorized Transportation Plan, Town of Cheverly:</b> Developed a plan to improve mobility and accessibility for pedestrians, bicycles and transit. The plan focused on connectivity to key transportation nodes, institutional/ educational facilities, and commercial centers. Tasks included documentation of existing sidewalk and trail networks, soliciting stakeholder input, and facilitating public workshops. Identified key corridors, alignments and cross-sections for various new pedestrian and bicycle infrastructure such as: marked bike lanes, signed bike routes, shared use paths, trails and sidewalks. Identified phasing and funding strategies for implementation of non-motorized improvements.</p>
	<p><b>Transportation Element of Town Vision Plan, Town of Upper Marlboro</b> SAI supported the transportation element of the Plan including documenting and evaluating existing roadway, sidewalk, bicycle, transit and parking infrastructure. SAI developed traffic forecasts and identified transportation impacts to support potential land use scenarios focused on revitalization of the downtown as well as regional growth. Developed a menu of multi-modal transportation improvements to enhance mobility and circulation within the Town including parking facility improvements, bicycle network expansion and intersection traffic control upgrades.</p>
	<p><b>Town-wide Traffic Calming and Traffic Management Plan, Town of Somerset:</b> SAI performed a comprehensive analysis of traffic circulation, traffic calming, pedestrian and bicycle compatibility and signing. Performed a field inventory of curbside parking, regulatory signage, pedestrian and bicycle infrastructure, develop project mapping and GIS database, collected</p>



Client	Description of Work
	<p>traffic data including volumes, speeds and traffic control device compliance. Responded to citizen complaints, developed recommendations for traffic control and geometric changes to manage traffic volumes and speeds. Presented findings to Town Council. Also evaluated traffic impact of the Westbard Sector Plan and potential development including traffic operations, parking, and improvements to pedestrian and bicycle connections.</p>
	<p><b>City Dock Multi-modal Traffic and Parking Study, City of Annapolis:</b> SAI performed a comprehensive multi-modal study that evaluated traffic volumes, mode share, safety, circulation, transit and parking in the downtown and City Dock area. Collected traffic data at 24 intersections during weekdays and peak hours, reviewed crash data, inventoried on-street and off-street parking facilities, rates and operation periods, pedestrian and bicycle asset inventory, developed a unique point assessment methodology.</p> <p><b>Eastport Neighborhood Transportation Plan, City of Annapolis:</b> SAI was responsible for multi-modal traffic data collection, parking inventory and utilization analysis, transit operations analysis, traffic safety analysis, travel forecasts, public outreach, stakeholder coordination, and development of recommendations to enhance safety and mobility and manage parking resources in this historic waterfront neighborhood.</p>
	<p><b>US 1 Corridor Parking Study and Design, City of Hyattsville:</b> SAI performed a parking analysis and design along the US 1 corridor in Hyattsville. Inventoried existing on and off-street public parking facilities, reviewed the existing curbside and lot parking regulations and rates and identified existing off-street lot access points and wayfinding signing. SAI developed a revised lot layout for maximum parking capacity. SAI coordinated with stakeholders, developed revised curbside regulations increase on-street parking supply and turnover and performed engineering design of off-street lot improvements including grading, drainage, lighting, landscaping, signing and marking.</p> <p><b>Crosstown Bicycle Network Planning and Design:</b> SAI supported the City in developing new on-road bicycle routes to connect US 1 to the Prince George's Plaza and West Hyattsville Metro Stations. Work efforts included inventory of existing roadway geometry, development of proposed bicycle pavement markings and route signage, wayfinding signing design and development of plans and quantities.</p>
	<p><b>Town Center Parking Study, Town of Mount Rainier:</b> SAI was responsible for performing a comprehensive parking study for the City's Town Center, a 20-block area as part of a Master Plan process study to identify strategies to better manage existing and future parking demand. Work efforts included: existing conditions documentation, evaluation of parking code requirements, developed parking and transportation management recommendations.</p>
	<p><b>Old Town Traffic and Parking Study, City of Fairfax, VA:</b> Evaluated two-way traffic operations in Old Town, traffic safety, multi-modal accessibility, and parking demand. Presented findings to Council and Public. Performed inventory, right-of-way, utility documentation, and identification of locations for sidewalk widening.</p>
	<p><b>Citywide Transportation and Mobility Plan, City of Manassas, VA:</b> SAI is providing transportation planning and traffic engineering services including traffic operations analysis, traffic calming analysis, traffic forecasting, traffic impact analysis, traffic modeling and simulation, pedestrian and bicycle network planning, corridor studies, stakeholder and public outreach, and GIS mapping</p>
	<p><b>Mount Vernon Neighborhood Parking Study, Baltimore, MD:</b> SAI evaluated existing parking supply, on-and-off street occupancy, evaluated land use and demographics, special event parking demands, residential parking permit data, zoning code requirements/ variances, and identified recommendations to better improve shared parking, parking technology, parking sheds, parking pricing policy, and event management to develop a strategic neighborhood parking management plan.</p> <p><b>Downtown Bicycle Network Facility Design and Analysis:</b> SAI developed multiple conceptual and design plans for the downtown bicycle network. SAI developed alternative concept plans, performed traffic operations analysis of parking and roadway/ traffic configuration changes, and designed new vehicular and bicycle signing and pavement markings for selected corridors, including the Maryland Avenue Protected Bike Lane.</p>



Client	Description of Work
	<p><b>Columbia Heights Neighborhood Parking Study, Washington, D.C. :</b> SAI evaluated existing parking supply, regulations, surveyed parking occupancy, developed customized project mapping, evaluated residential parking permit data and parking meter revenue data and identified recommendations to balance neighborhood residential and commercial parking needs while implementing curbside bus priority lanes along 14<sup>th</sup> Street that would reduce parking capacity during peak hours.</p>
	<p><b>Traffic Impact Review, City of Lewes, DE:</b> SAI supported the City in reviewing a major development project in Sussex County just outside the municipal boundaries that could potentially adversely affect traffic congestion levels on the primary roadway into Lewes (SR 9).</p>
	<p><b>Central Neighborhoods Traffic Calming Study:</b> SAI was responsible for collecting and analyzing multi-modal traffic data including intersection counts, roadway speed counts, transit usage, origin-destination data, license plate data to identify the times, routes, speeds and volumes of non-local traffic traversing the neighborhoods to support context-sensitive traffic management and traffic calming solutions.</p> <p><b>Old Town Protected Bike Lane Study:</b> SAI supported the City in developing protected bicycle lane designs along Prince and Cameron Street from the King Street Metro Station to the waterfront. Tasks included inventory of existing roadway geometry and curbside parking, evaluation of existing traffic operations and queues and evaluation using Synchro of road diets, one-way vs. two-way traffic flows and parking removal.</p> <p><b>Citywide Curbside Parking Management Update:</b> SAI was responsible for a field inventory and geodatabase development of curbside parking regulations, signage and number of spaces for over 3,000 block faces throughout the City.</p>
	<p><b>South Central Pennsylvania Regional Connectors Bicycle Plan</b> (City of Harrisburg, Hummelstown, Londberry, Derry, Palmyra, Swatara, and Paxtang boroughs and townships, PA). SAI supported plan and document review, stakeholder and public involvement support, field investigation of potential bicycle routes and sections, and construction cost estimates.</p>
	<p><b>Downtown Parking Study, City of Wilkes Barre, PA:</b> SAI performed parking inventories, occupancy surveys, transit operations assessment, stakeholder interviews and parking forecasts as part of a feasibility study for a proposed Intermodal Transportation Center.</p>
	<p><b>Downtown Parking and Transit Needs Study, Towson, MD:</b> SAI documented existing on- and off-street parking supply, regulations, rates and utilization, existing transit services and operations, land use and demographics, commute shed profiles, and evaluated pedestrian and bicycle connections to support transit service enhancements in the downtown area connecting office, government, educational, commercial and hospital activity centers.</p> <p>In addition, as part of the Towson University Campus Master Plan update effort, SAI performed an evaluation of lot and garage parking capacity, projected future parking demand, identification of needs for new parking facilities and development of parking management and operations strategies. Coordinated with stakeholders, developed a public-facing online GIS mapping application to present data, and prepared tech report and presentations.</p>

**PROJECT STAFFING**

SAI has assembled a team of seasoned parking planners to provide the Town with the needed expertise. The SAI staff has experience with parking operations, management, and fiscal operations as well as multi-modal planning. All key staff resumes are included in this proposal's appendix.

“Great forum last night and on the work you provided with this (MD 27 Corridor Study) project. Most of the questions seemed to be coming from the Mayor and Council members (they were very engaged). Thanks!”

-Barney Quinn, Town Engineer  
Town of Mt. Airy



Name, Role	Experience Summary
 <p><b>Paul Silberman, P.E., PTOE</b> Contract Manager, Quality Control</p>	<p>Mr. Silberman has 21 years of experience in parking operations and management studies including parking asset inventories and mapping, parking data collection and analysis, parking demand forecasts, stakeholder identification and coordination, parking management strategies, parking technology applications and traveler information, multi-modal transportation and public outreach. Paul has managed over a dozen parking studies of varying scale from business districts, neighborhoods, campuses to commuter facilities and presented findings to Mayors, Councils and Business Groups.</p>
 <p><b>Brian Laverty, AICP</b> Project Manager</p>	<p>Mr. Laverty has a Masters in Urban Planning, and is a certified professional planner (AICP) with 20 years of experience in multi-modal planning. Brian's work has included parking studies, transit operations, capital programming, pedestrian and bicycle networks, and long-range planning. His focus is on integrating all modes of transportation to balance transportation resources and land use, from the neighborhood scale to the regional scale.</p>
 <p><b>Jamie Kendrick, AICP</b> Senior Transportation Planner</p>	<p>Mr. Kendrick has over 18 years of experience in Transportation Planning, Policy and Program Management, including five years as Deputy Director of the Baltimore City Department of Transportation where he provided executive direction in parking, traffic and traffic operations, planning, engineering and construction, environmental management, and right-of-way management. Jamie was responsible for several successful initiatives during his tenure including designing and implementing the City's downtown bike lane network, a city-funded circulator shuttle service, and evaluating the feasibility of a downtown parking guidance system. Jamie has also completed several recent parking studies including a variable pricing pilot program for the City of Baltimore and a neighborhood parking study for Columbia Heights in D.C.</p>
 <p><b>Elisa Mitchell, P.E.</b> Transportation Engineer</p>	<p>Ms. Mitchell has seven years of professional experience in transportation planning and traffic engineering with expertise in parking operations and management, traffic data collection and analysis, traffic safety analysis and audits, traffic operations analysis, corridor studies, public involvement and bicycle and pedestrian network planning and design. Elisa has worked on several parking studies that required data collection, demand evaluation, policy and revenue analysis. Elisa is knowledgeable in AASHTO, MUTCD, ITE, FHWA standards and numerous statistical, traffic and GIS software applications.</p>
 <p><b>Mathew O'Connell</b> GIS Analyst</p>	<p>Mr. O'Connell brings over ten years of Geographic Information Systems (GIS) experience, using the full ESRI ArcGIS software suite, performing a wide-range of GIS related tasks including collecting, interpreting, inventorying and geolocation of various transportation and infrastructure assets from source documents. Matt has designed, developed and managed numerous geodatabases, performed web-based mapping, applications, research and analysis, and implemented quality control techniques to ensure data integrity. Mr. O'Connell has completed inventories of hundreds of blocks of on and off-street parking assets including curbside regulations, supply, rates, and walksheds as well as related transportation data such as parking violations, permits, revenue, traffic volumes, transit routing/ stops/ ridership, pedestrian/ bicycle/ ADA networks, and crash data.</p>

# Project Understanding & Approach

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## PROJECT UNDERSTANDING

The Town of Berlin is a unique community on Maryland's Eastern Shore with a historic main street and small town charm. The Town's proximity to the Maryland, Delaware and Virginia beaches and diverse offering of restaurants, arts, events and shopping attracts tourists year round. The Town's downtown street grid faces increasing demands from residents, business owners, employees and visitors to provide efficient circulation for vehicles, safe access for pedestrians, and convenient and adequate on- and off-street parking facilities. Providing too much or poorly-placed parking can be immensely costly, increase vehicle traffic, reduce pedestrian and cyclist safety, and reduce development density. Conversely, supplying too little parking can create its own set of problems including undermining the financial feasibility of development projects, hampering the revitalization of commercial districts, and creating parking spillover issues. In response to the recent strategic planning, economic development and growth in tourism, the Town of Berlin has decided that the time is right to review and update its existing parking regulations and supply, ensuring that they effectively support the Town's goals. The revised parking regulations and infrastructure must balance the needs of existing residents and new commercial and residential growth, and it must encourage multi-modal transportation. Finally, the Town's parking management mechanisms must be easy to understand, implement, and enforce.

The Town is soliciting a qualified engineering consultant to perform a comprehensive assessment in existing conditions, future conditions and recommendations as follows:

- Document current parking supply, demand and overall traffic circulation,
- Estimate future parking and circulation needs; and
- Develop funding and programming strategies to enhance parking management and increase parking supply, identify traffic circulation and pedestrian safety enhancements and account for changes in car ownership and personal travel trends and technologies.

The study area is anticipated to be roughly bounded by Germantown Street to the south, US 113 to the east, West Street/ Main Street to the west and Old Ocean City Blvd to the north and will include all Town-owned parking assets. SAI is intimate with best practice parking management techniques including smart parking, wayfinding, curbside management, shared parking and performance parking, as well as a Complete Streets approach that supports and encourages all modes of travel.

## SCOPE OF WORK

The narrative below summarizes our task-by-task technical approach to completing the requested study.

### **Task A: Existing Conditions Documentation and Recommendations**

This task will establish baseline parking supply and demand data and conditions, as well as solicit input from key stakeholders on parking needs.

**Task A.1 – Kick-Off Meeting and Stakeholder Coordination:** SAI will attend a kick-off meeting with the Town, and other stakeholders such as the Main Street Berlin, the Pedestrian Safety Committee, Worcester County and the Maryland State Highway Administration District 1 to review the study scope, objectives, schedules and deliverables. At this meeting, SAI will obtain relevant background information including GIS mapping (if available from the County), existing traffic data, seasonal event schedules, planned land use changes, and parking asset data.

We will conduct interviews with the Town and key stakeholders to understand existing perceptions about parking, gather data about daily, seasonal and event parking demand, and document future parking needs. A questionnaire survey will be developed and administered via phone and email, and compiled into a summary matrix. The questionnaire will also address events including number, type, attendees, special or shared parking arrangements, employee parking, special truck routing/ loading needs, future expansion plans, willingness to financially support new parking facility construction/ metered parking as well as additional



curbside utilization issues such as loading, deliveries and trash pickup. SAI will also coordinate with private parking lot owners to document any unique parking arrangements such as leased parking, employee parking, shared parking, etc.

SAI anticipates that there will be additional meetings with Town staff and stakeholders at other junctures in the project (e.g. at the completion of Tasks A, B and C), and will coordinate these meeting dates along with Town staff, and will provide minutes of all meetings in a timely fashion.

**Deliverable:** Kick-off Meeting Minutes and Stakeholder Needs Summary Matrix.

Task A.2 Parking and Roadway Inventory

SAI will perform a detailed field inventory to fully document existing on-street and off-street parking resources and regulations. Documentation will include curbside parking, loading zones, time of day restrictions, and other reserved or informal uses. For off-street parking lots, the number of spaces, wayfinding signage, access points and ownership will be documented. The study will also include a vacant building or lot inventory by street address and tax map identification, to document available land for temporary or permanent surface parking. All field inventories will be performed with HD Video cameras for quality control purposes. Any additional inventory or field verification will be geocoded by address to support GIS mapping and spatial analysis.

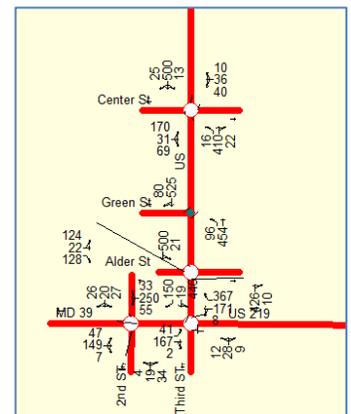
In addition, existing roadway geometry (lane configuration and width) along with non-motorized infrastructure such as sidewalks, curb ramps, crosswalks, and signed or marked bicycle lanes and traffic controls (e.g. stop signs, traffic signals) will also be noted. Gaps and barriers to walking and biking within the historic downtown as well as to all parking lots will be noted. Existing parking wayfinding signage will also be noted.

**Deliverable** – spreadsheet and geodatabase with block-by-block and aggregate tallies of on- and off-street parking supply and characteristics.

Task A.3 Traffic Data Collection

Upon review of available traffic data and identification of peak periods, SAI will perform up to **five** (5) additional intersection counts of up to three peak periods (e.g. Weekday midday and P M and summer weekend). For the intersection counts, cars, trucks, bicycles, and pedestrians will be counted at each location. The traffic data will be used to develop a traffic model for the downtown Berlin roadway network to be used in evaluating existing and future traffic circulation

**Deliverable** – Traffic volume diagram including vehicle, pedestrian and bicycle counts by for each peak period.



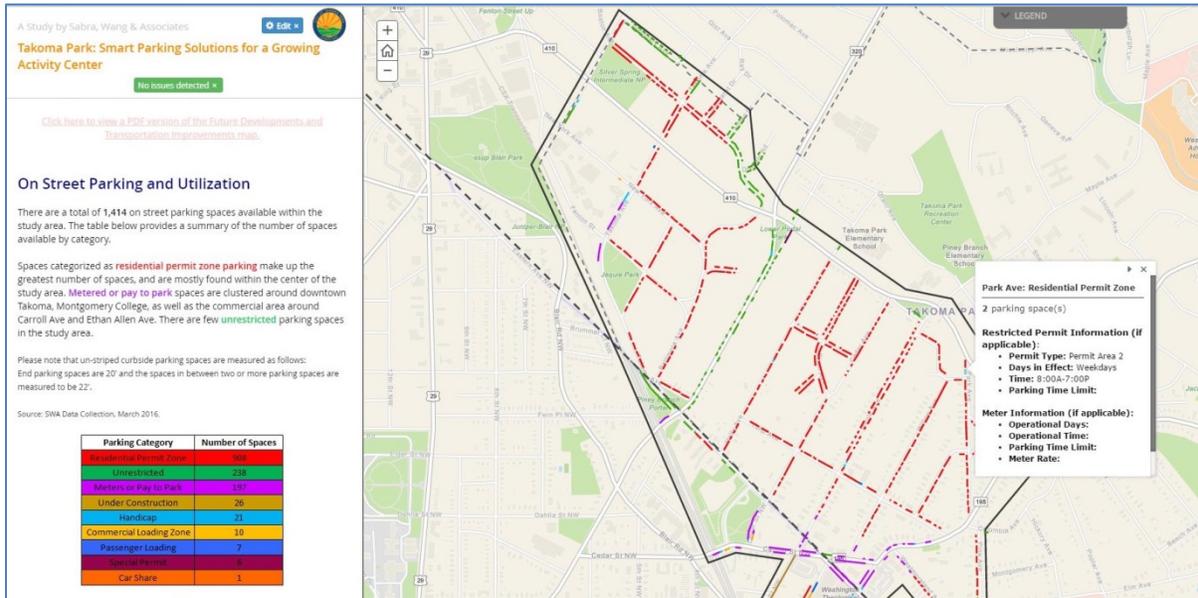
*Synchro Traffic Model for Downtown Oakland*

Task A.4 Base Mapping

SWA will utilize available GIS files, field measurements and photographs to prepare a project map atlas, which will document the existing parking inventory and utilization as well as other features of the transportation network. SAI will develop GIS data for a base parking map and geodatabase to illustrate existing conditions at a block-by-block level. The mapping will include on-street spaces and regulations, right-of-way, and off-street parking facility locations and capacity. The base mapping will also include other key transportation features such as pedestrian infrastructure (sidewalks, crosswalks, curb ramps), traffic controls (lane configurations, lane widths, signals, stop signs), traffic data (peak hour volumes) as well as land use (e.g. zoning). In addition, a walkshed will be mapped for the historic main street area to identify the number and type of parking spaces within a ¼ mile, ½ mile and 1 mile walking distance.



**Deliverable** – GIS mapping of parking resources, land use, roadway, pedestrian and bicycle infrastructure and walksheds. An ***interactive web application*** will also be developed allowing the Town online access to the parking analysis. The application will provide all of the detail of the print maps but will augment the print versions by providing interactive functionality. Users will be able to click on the parking data features, enabling a pop-up window to view detailed parking as set information such as parking utilization rates by block and regulation details such as number of spaces, regulation and utilization.

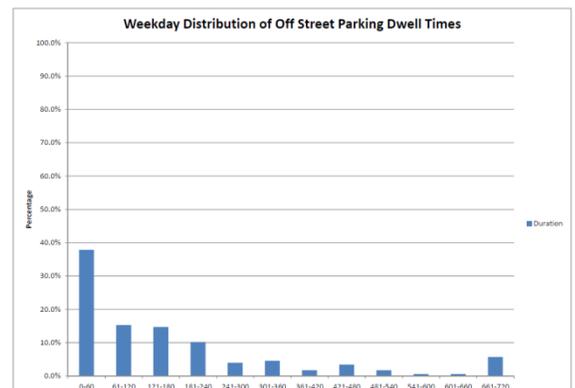


*Screenshot from a Prior GIS Web Application for Takoma Park, Maryland*

*(<https://tkpk.maps.arcgis.com/apps/MapJournal/index.html?appid=389d98bea0194fc5831045a736eca9a6>)*

**Task A.5 Parking Utilization and Duration Surveys**

Based on information gathered from the Town and stakeholders, SWA will conduct utilization and duration surveys of all on- and off-street parking facilities for up to 10 hours on a weekday, weekend day and event day. At least one of the time periods will include a date when public schools are in session. The parking surveys will be conducted by noting the number of occupied and vacant parking spaces. In addition, the first three letters/ numbers of each parked vehicle’s license plate will be recorded to determine the duration of each vehicle’s stay. Field surveys will be performed with HDV video cameras for quality control purposes. As part of this effort, a master calendar of all events (Farmers Market, music festivals, etc.) will be compiled and shared to validate which days to perform the survey on.



*Off-Street Parking Lot Duration, Town of Mount Rainier*

**Deliverable** – Summary table, graphic and GIS map of parking lot / block utilization by hour, lot/ block turnover rates observed parking ratios



**Task A.6 Traffic Operations Analysis**

SAI will balance the existing traffic volumes collected and compiled to create a base traffic conditions for analysis. **Up to eight intersections and three peak periods will be evaluated.** We will use Synchro, a macroscopic traffic analysis program that models and predicts roadway capacity and delay, to implement the Highway Capacity Manual (HCM) methods. Synchro models the amount of delay experienced by drivers in each lane approaching an intersection, and categorizes various levels of delay into level of service grades “A” to “F”. The benefits of Synchro analysis include the ability to consider the effects of closely spaced intersections and access points with each other (e.g. queuing and turn lane/ driveway blockages).

Signal timing and phasing will be collected from the Maryland State Highway Administration’s Office of Traffic and Safety and coded into each Synchro model for any existing traffic signals. Peak hour factors will be calculated from the turning movement counts and incorporated into the models. Other inputs to the Synchro models that will be collected in the field include lane widths and turn lane lengths.

The Synchro models will be calibrated to existing conditions by comparing field-measured travel times and queue lengths to those predicted by the model.

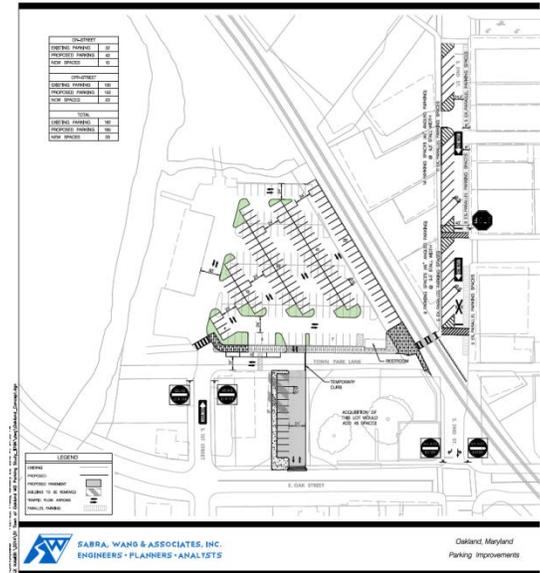
**Deliverable –**

- Summary table of overall and individual movement intersection Highway Capacity Manual Level of Service, volume-to-capacity ratios, and vehicle delay,
- Recommendations for mitigating any identified failing existing conditions.

**Task A. 7 Recommended Short-Term Mobility and Parking improvements**

SAI will identify and develop a menu of short-term mobility and parking improvements, including but not limited to:

- Modifications to existing on-street parking configurations and regulations (time restrictions, angled parking, etc.)
- Circulation and parking lot layout modifications to off-street parking lots
- New pedestrian and bicycle infrastructure (sidewalks, bike lanes, bike parking) to increase walking and biking accessibility to Main Street
- Satellite parking with alternate mode connections (e.g. shuttles / trolleys, changes to Shore Transit routing or service frequencies) for employee or overflow parking
- Shared parking/ arrangements for special events (e.g. Post Office, Churches, Library, Fire House, Elementary School, Decatur Park)
- Implementation of peak period paid parking
- New wayfinding signage for public off-street parking lots



*Public Parking Lot Reconfiguration, Town of Oakland, MD*

**Task A.8 Summary of Existing Parking Assets and Traffic Operations**

SAI will prepare a technical memorandum summarizing the existing conditions, including parking supply, block-by-block and area wide public parking system surplus/ deficit, barriers to parking accessibility, variations in parking demand, traffic safety and operations deficiencies, and recommended short-term mobility and parking improvements.

**Deliverable –** Existing conditions Technical Memorandum and matrix of short-term recommendations with pros and cons of each option, as well as cost considerations, and responsible party.



## **Task B: Future Parking Needs and Mobility Recommendations**

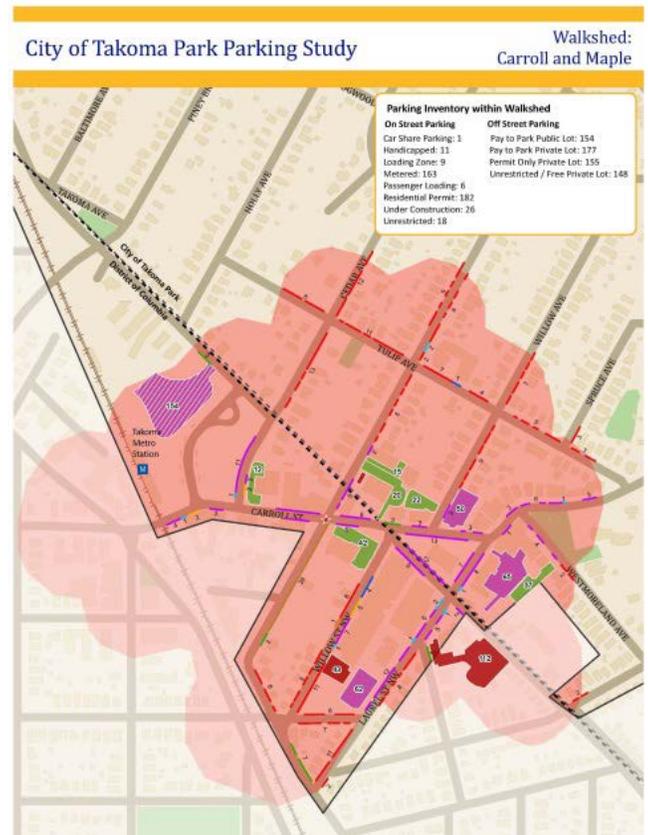
### **Task B.1 Parking Demand Forecasts**

SAI will develop future parking forecasts based on several variables:

- Pending development applications
- Potential redevelopment of vacant sites
- Potential redevelopment of underutilized sites
- Existing parking code requirements
- Planned or potential changes in parking supply (e.g. redevelopment of surface parking lots) or management (e.g. implementation of priced parking)

An initial forecast for the Town will be developed and revised based on comments from the Town. All forecasts data will be synthesized to determine appropriate peak design time periods (e.g. weekdays, weekday evenings, weekend evenings, etc.) Based on the existing parking supply and utilization, future parking surplus or deficits will be estimated.

Should additional parking supply be required, specific locations, type and quantity of new parking will be identified. We will review the structural and economic feasibility of expanding existing facilities. Planning level cost estimates will be prepared for any recommended new or expanded parking facilities.



*Old Town Takoma Park, MD Walkshed Map with number of parking spaces*

### **Task B.2 Walkability Analysis and Pedestrian Safety**

A walkability audit is an unbiased assessment/evaluation of the walking environment. The purpose of the audit is to identify pedestrian concerns with regards to safety, access, convenience, and comfort of the walking environment. The audit will assess infrastructure, traffic and street crossings, connectivity, streetscape, ADA compliance, topography, and seasonal issues such as drainage and snow. Potential improvements that can be implemented will be identified for discussion with stakeholders including SHA District, Office of Traffic and Safety, and County DPW.

### **Task B.3 Bike Connectivity and Bike Parking Assessment**

SAI will review the State and County's current bicycle network plans to identify any planned bicycle improvements in the study area (e.g. Berlin to the Beach Route). SAI will assess the Town's current roadways for bicycle compatibility and connectivity, as well as bike parking/ rack locations. Based on the noted gaps, barriers and deficiencies, we will develop improvements for implementing bicycle facilities such as designated route signing, bike lanes, shared use paths, trails, etc. in conformance with SHA guidelines where applicable and in consideration of National Association of City Transportation Officials (NATCO) Cities for Cycling and Biking.org. SAI will determine the existing demand for bike parking and the locations of existing back racks.

**Deliverable** – A technical memorandum summarizing forecasts parking forecasts, projected parking surplus/deficit for the Town, spreadsheet with parking forecasts, GIS mapping of proposed new parking facilities/ sites and a summary of the walkability and biking assessment and recommendations.



## **Task C: Long-Term Parking Management and Requirements Plan**

### **Task C.1 Policy and Strategy Development**

Based on the results of data collection, analysis and stakeholder input, a parking and traffic management strategy will be developed uniquely tailored to the City's goals and objectives. Strategies must balance the needs of all parkers, all of whom ultimately become pedestrians, emphasize cost-effective approaches, and accommodate projected future demand. Implementation measures and phasing recommendations will also be identified. These strategies will consider the following elements:

- **Operational Strategies** such as street traffic pattern changes, traffic control changes, shared valets, drop-off/ pick-up zones for ride hailing services, event-specific parking strategies for the Farmer's Market or Music Festivals
- **Off-Site Improvements** such as satellite parking lots with connecting shuttle service and/ or bike share
- **Capacity/ Physical Improvements** construction of a new municipal parking lot or garage, including location, size, access points
- **Multi-modal Improvements:** New pedestrian or bicycle infrastructure (sidewalks, ADA ramps, bike lanes, bike parking racks, trails) to support walkability and extend parking walksheds
- **Regulatory Strategies**, including enforcement, revised time limits, permit restrictions. These can be customized to support commercial needs for short-term parking as well as the protection of residential streets.
- **Pricing Strategies** such as flat-rate metered parking, performance or graduated parking
- **Wayfinding Signage** such as static or dynamic public parking location signage and public education/ marketing on parking locations
- **Technological Strategies** using innovations and applications (e.g. smart meters, pay by phone) and to assist in parking management, revenue capture and enforcement.
- **Codification Strategies** including shared parking agreements, leased parking agreements with private businesses, parking code revisions, etc.



### **Task C.2 Funding and Programming**

This subtask effort will also include a fiscal and operating assessment of on and off-street revenue parking (e.g. meters) and a new parking garage including parking access controls, revenue systems, enforcement, financial pro forma and opportunities for joint development with office, retail or residential uses. We will also consider the potential to create a parking benefits district, and subsequent revenue generating strategies. In addition, SAI will also develop a parking implementation plan, including interim parking staging, supply and demand management strategies. Other grant opportunities such as a Maryland Bikeways or SHA ADA or Safe Routes to School funding programs will also be evaluated.

### **Task C.3 Concepts and Cost Estimates:**

Concept Plans showing proposed parking location/ regulatory changes, traffic flow changes and new pedestrian and bicycle infrastructure will be developed, along with preliminary construction cost estimate for all improvements.



**Task C.4 Report and Presentations to Mayor and Council**

SAI will prepare a technical report summarizing the long-term parking requirements and deliver a presentation summarizing the existing conditions, future parking needs and recommended mobility and parking improvements.

**Deliverables** — A draft Mobility and Parking report will be submitted to the Town for review including all recommendations, fiscal analysis and concept drawings and costs. A PowerPoint presentation summarizing findings, including a matrix of suggested traffic and parking improvements.

Upon receipt of all comments, a final version will be prepared and 10 hard copies will be submitted.



*US 1 Off Street Parking Lot Improvements by SAI, City of Hyattsville*

# Cost Proposal Per Scope Section

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**Sabra & Associates, Inc.**  
**MAN-HOUR ESTIMATE**  
**Town of Berlin Mobility and Parking Study Fee**

	<i>Project Manager</i>	<i>Senior Engineer/Planner</i>	<i>Junior Engineer/Planner</i>	<i>GIS Analyst</i>	<i>Engineering Technician</i>	<i>Task Subtotals</i>
<b>Task A Existing Conditions Documentation and Recommendations</b>						
1 Kick-Off and Stakeholder Coordination	2	16	24	12		54
2 Parking and Roadway Inventory		6	6	8	24	44
3 Traffic Data Collection	1	6	4	8	24	43
4 Base Mapping	1	6	12	40		59
5 Utilization/ Duration Survey	1	4	8	16	40	69
6 Traffic Analysis		2	12	4		18
7 Short Term Recommendations	1	4	8	4		17
8 Existing Conditions Memo	2	4	12	8		26
Hours	8	48	86	100	88	330
Subtotal Cost						\$24,480.00
<b>Task B Future Parking Needs</b>						
1 Parking Demand Forecasts	2	6	12			20
2 Walkability Audit	2	4	8	8		22
3 Bike Connectivity	2	4	8	8		22
Hours	1	14	28	16		59
Subtotal Cost						\$5,100.00
<b>Task C Long-Term Parking Management and Requirements</b>						
1 Policy and Strategy	2	6	12			20
2 Funding and Programming	2	6	12			20
3 Concepts and Cost Estimates	2	4	8	12	16	42
4 Report and Presentation	2	4	12	8		26
Hours	8	20	44	20		92
Subtotal Cost						\$8,420.00
<b>Total Hours</b>	<b>17</b>	<b>82</b>	<b>158</b>	<b>136</b>	<b>88</b>	<b>481</b>
<b>Total Dollars</b>						<b>\$ 38,000</b>

1,000 miles @ \$0.545

\$545

printing

\$100

\$150 per diem for 3 nights @ 2 persons

\$900

direct expenses

\$1,545

GRAND TOTAL

**\$39,545**

# Five Key Project Examples

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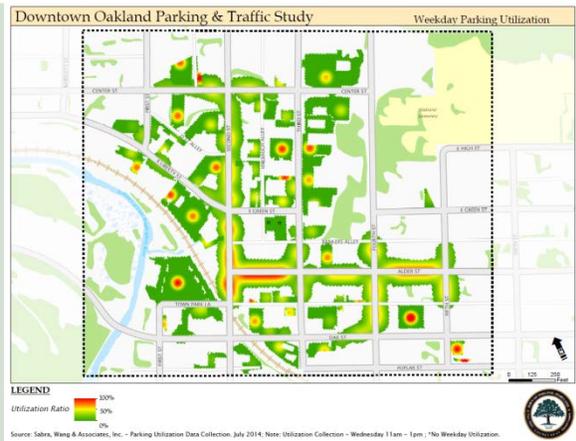
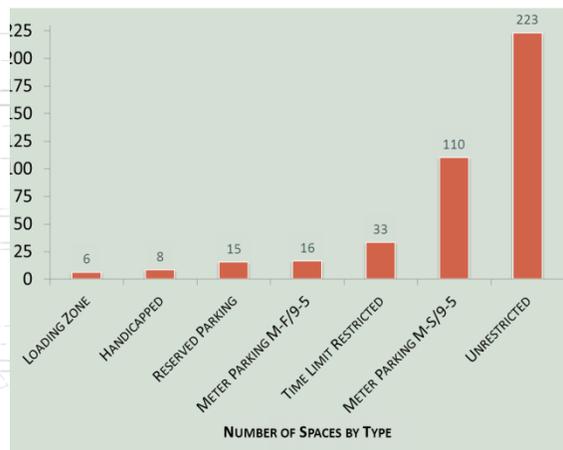
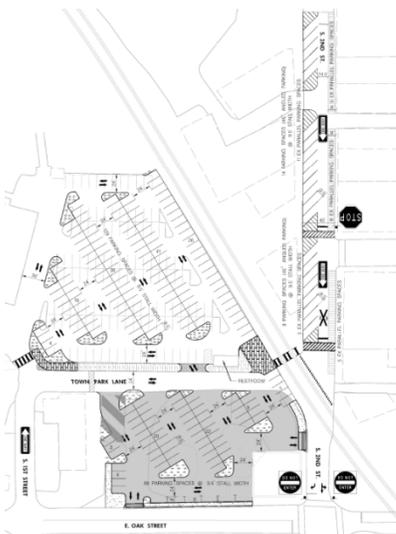
# Downtown Parking Study

Town of Oakland, MD

Client:	Services:	Estimated Fee:	Professional Services:	Reference:
Town of Oakland	<ul style="list-style-type: none"> <li>› Parking Inventory</li> <li>› Parking Utilization</li> <li>› Parking Demand Analysis</li> <li>› Parking Management</li> <li>› Traffic Data Collection</li> <li>› GIS Mapping</li> <li>› Stakeholder Outreach</li> </ul>	\$15,000	2015	Mayor Peggy Johnson 301-334-2691

Sabra & Associates, Inc. (SAI) was responsible for performing a comprehensive parking study for the downtown area, a 25-block area, to identify strategies to better manage existing and future parking demand. Work efforts include:

- › Existing Conditions Documentation
- › Existing on-street and off-street parking inventory (supply and regulations)
- › GIS mapping and database development
- › Existing on-street and off-street weekday and weekend utilization
- › Existing parking surplus/ deficit
- › Evaluation of Parking Requirements
- › Existing City code
- › Parking meter rates and revenue analysis
- › Future parking demand
- › Future parking surplus/ deficit
- › Developed parking and transportation management recommendations
- › Concept plan for additional on-street parking configurations
- › Concept plan for additional off-street parking lot configurations
- › Parking technology applications (multi-space meters)
- › Presented findings to Mayor and Stakeholders



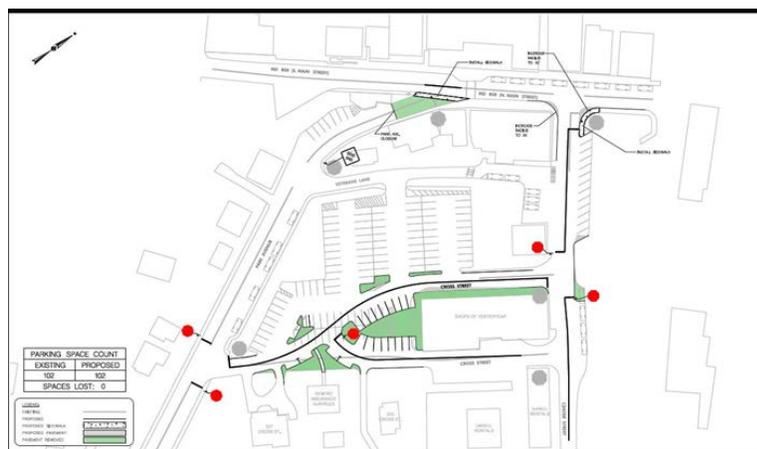
# Downtown Parking Study

Mount Airy, Maryland

Client:	Services:	Estimated Fee:	Professional Services:	Reference:
Town of Mount Airy	<ul style="list-style-type: none"> <li>› Traffic Data Collection</li> <li>› Parking Operations</li> <li>› Parking Demand and Management</li> <li>› GIS Mapping</li> <li>› Stakeholder Coordination</li> <li>› Pedestrian Accessibility</li> </ul>	\$15,000	2018	Barney Quinn, Town Engineer 301-829-1424

Sabra & Associates, Inc. (SAI) was responsible for performing a comprehensive downtown parking study in support of Master Plan efforts, streetscape improvements and economic development efforts. Work efforts include:

- › Performed a detailed field inventory to document existing public on-street and off-street parking resources and regulations
  - Metered parking, loading zones, time of day restrictions, and other reserved or informal uses, the number of spaces, wayfinding signage and access points.
- › Conducted a utilization survey of all on- and off-street parking facilities during up to three time periods (weekday midday, weekday evening and weekend)
- › Performed an inventory and documentation of all pedestrian infrastructure including sidewalks, curb ramps, pedestrian crossings and identify gaps and barriers within the downtown area and connections to existing parking facilities. Prepared mapping summarizing the existing conditions, including parking supply, block-by-block and area wide public parking system surplus/ deficit, barriers to parking accessibility, and variations in parking demand
- › Developed future parking forecasts based on pending development applications, potential redevelopment of vacant sites, potential redevelopment of under utilized sites, existing parking code requirements and planned or potential changes in parking supply
- › Identified additional public parking supply needs, including specific locations, type and quantity
- › Examined the feasibility of expanding existing parking lots
- › Developed a parking management strategy uniquely tailored to the Town's goals and objectives and findings.



# City of Hyattsville Parking and Bike Route Study and Design

Client:	Services:	Estimated Fee:	Professional Services:	Reference:
City of Hyattsville	<ul style="list-style-type: none"> <li>› Parking Analysis</li> <li>› Parking Design</li> <li>› Wayfinding</li> <li>› Bicycle Network Planning and Design</li> </ul>	\$60,000	2012	Jim Chandler, Community Planner 301-985-5013

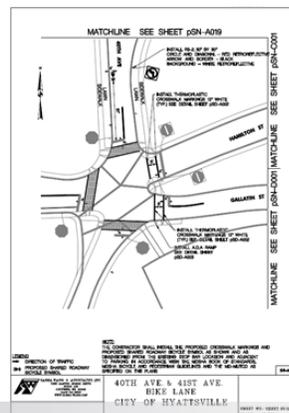
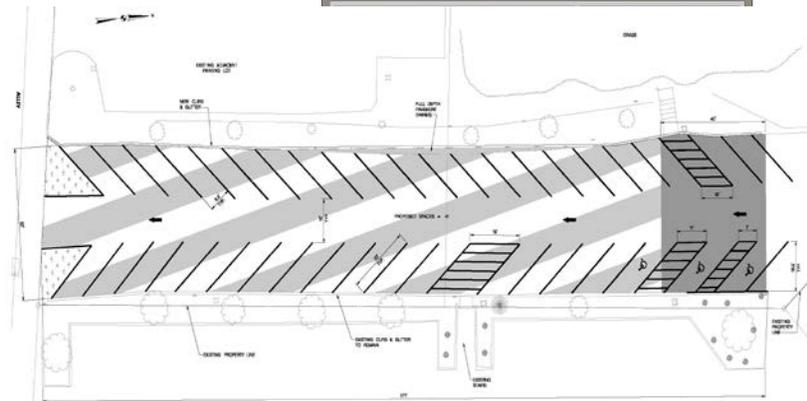
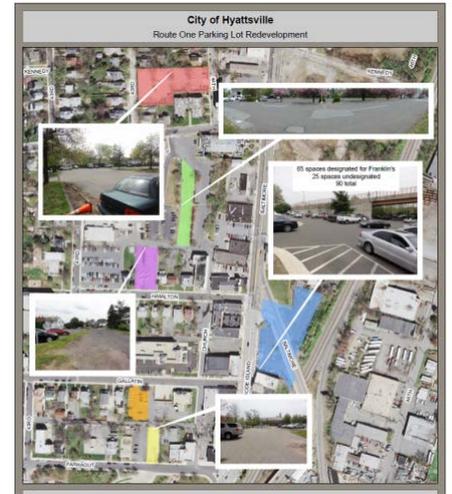
Sabra & Associates, Inc. (SAI) performed on-call transportation planning for the City of Hyattsville. Projects included:

## US 1 corridor parking study and design. Work efforts included:

- Inventory of existing on and off-street public parking facilities
- Review of existing curbside and lot parking regulations and rates
- Identification of existing off-street lot access points and wayfinding signing
- Development of revised lot layout for maximum parking capacity
- Coordination with stakeholders including Maryland State Highway Administration, and Washington Metropolitan Area Transit Authority
- Public outreach including presentations to Council and Mayor
- Technology assessment for automated parking pay station
- Developed revised curbside utilization (off-peak restrictions) to increase on-street parking supply and turnover
- Performed final lot design including grading, drainage, lighting, landscaping, signing and marking

## Bicycle Network Planning and Design. SAI also supported the City in the planning and design of a cross-town bike network to connect the US 1 corridor to the Prince George's Plaza and West Hyattsville Metro Stations. Work efforts included:

- Inventory of existing roadway geometry
- Development of proposed bicycle pavement markings and route signing
- Wayfinding signing design
- Development of spec book plans and quantities



# Old Town and Takoma Junction Parking Study

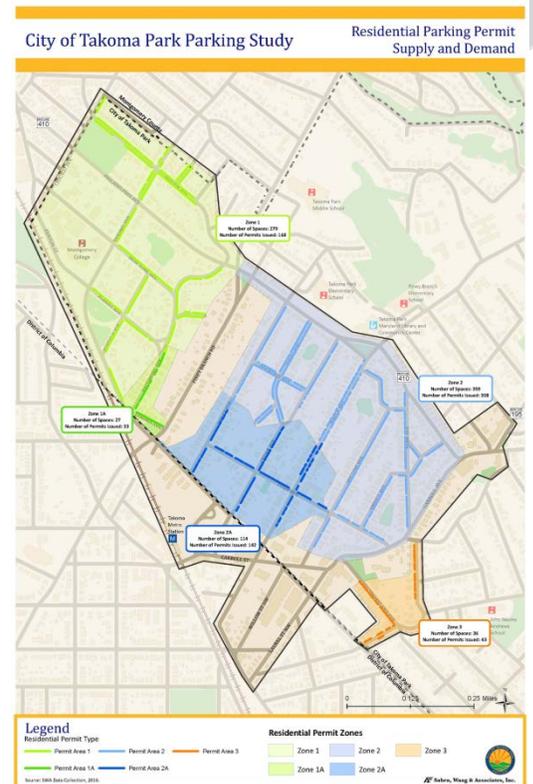
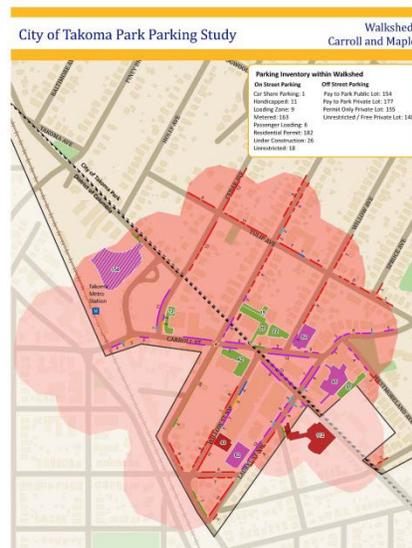
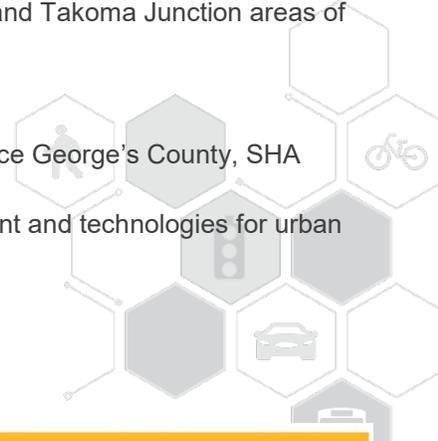
City of Takoma Park

Client:	Services:	Estimated Fee:	Professional Services:	Reference:
Department of Public Works City of Takoma Park	<ul style="list-style-type: none"> <li>› Parking Operations</li> <li>› Parking Management</li> <li>› GIS Mapping</li> <li>› Stakeholder Coordination</li> <li>› Bicycle and Pedestrian Accessibility</li> </ul>	\$40,000	2016	Erkin Ozberk, Community Planner erkino@takomaparkmd.gov 301.891.7253

Sabra & Associates, Inc. (SAI) performed a comprehensive parking study for the Old Town and Takoma Junction areas of the City.

Work efforts included:

- › Coordinated with stakeholders including the District, Montgomery County, WMATA, Prince George’s County, SHA and the Council of Governments on parking issues and needs
- › Performed a literature survey on state-of-the-practice on parking operations, management and technologies for urban historic districts
- › Inventoried existing on-street and off-street parking inventory
- › Documented weekday and weekend parking utilization
- › Documented existing transit services, and bicycle and pedestrian infrastructure
- › Evaluated existing land use, future land use and projected parking demand
- › Reviewed residential parking permit program and parking enforcement efforts
- › Evaluated walksheds for key generators and mode of access for Metrorail riders
- › Developed recommendations to improve curbside management, parking configuration, technology applications, residential permits, management of shared parking, bicycle parking, parking information dissemination and parking pricing.
- › Presented findings and recommendations to Mayor and City Council



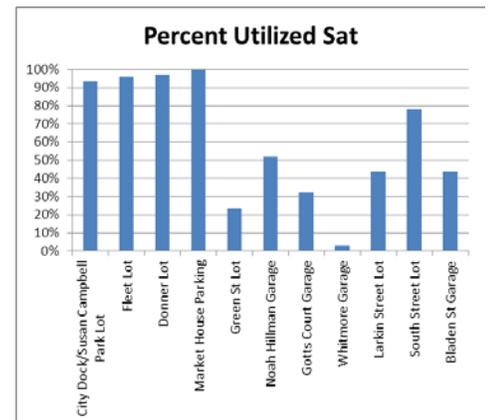
# City Dock and Eastport Neighborhood Traffic and Parking Studies

Annapolis, Maryland

Client:	Services:	Estimated Fee:	Professional Services:	Reference:
City of Annapolis	<ul style="list-style-type: none"> <li>› Parking Operations and Management</li> <li>› Bicycle and Pedestrian Facility Operations</li> <li>› Traffic Safety</li> <li>› Traffic Data Collection</li> <li>› Traffic Engineering</li> </ul>	\$100,000	2012-2016	Sally Nash, Ph.D., Chief Comprehensive Planning Division of Planning and Zoning 410-263-7961

Sabra & Associates, Inc. (SAI) performed a comprehensive multi-modal study that evaluated traffic volumes, mode share, safety, circulation, transit and parking in the City Dock area and Eastport neighborhoods. Efforts included:

- › Traffic data collection during weekday and weekend peak hours
- › Review and analysis of crash data
- › Inventory of on-street and off-street parking facilities, rates and operation
- › Parking utilization and duration studies during weekday and weekend peak periods
- › Parking wayfinding signing inventory
- › Geodatabase development and GIS mapping
- › Traffic operations analysis and development of traffic and parking forecasts
- › Pedestrian and bicycle infrastructure inventory
- › Walking and biking accessibility analysis
- › Identification of modal deficiencies
- › Development i mprovements t o enhance t ravel c hoices, parking m anagement, reduce congestion and improve safety
- › Stakeholder coordination and interviews
- › Presentation to City Dock Advisory Committee, and City Council



**City of Annapolis Eastport Traffic Study**

Parking Utilization by Block Event Saturday - Midday

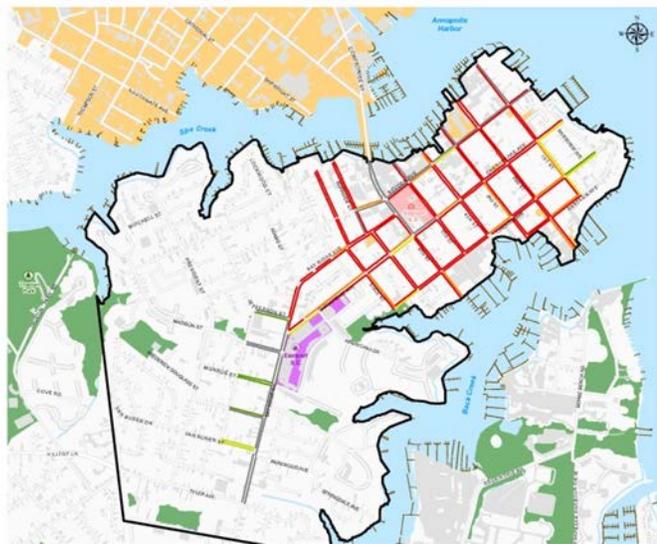
**Legend**

Saturday (Event) - Midday Parking Utilization

- 0%
- 1% - 19%
- 20% - 39%
- 40% - 59%
- 60% - 79%
- 80% - 100%

Midday Hours: 12:00PM-3:00PM

Source: Sabra, Wang & Associates, Inc. Data Collection Unit, October 2013



# References

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**REFERENCES**

SAI is proud of our working relationship with our clients and much of our success during the years is directly related to our commitment to perform high-quality, timely services. We invite you to contact our clients and talk to them about our work history, quality of service, and if they would again select us for similar services.

<b>Town of Mount Airy Downtown Master Plan and Parking Study</b>	
<b>Name</b>	Barney Quinn
<b>Title</b>	Town Engineer
<b>Agency</b>	Mount Airy Maryland
<b>Address</b>	110 South Main Street, Mount Airy, MD 21771
<b>Phone Number/ Email</b>	301-829-1424 /
<b>Scope of Services:</b>	SAI performed a comprehensive on and off-street parking space inventory, surveyed parking utilization in the historic Main Street and Center Street corridors, and identified future demand. Evaluated pedestrian accessibility, and future land use/ redevelopment and developed recommendations to improve parking management, signage and increase parking capacity in Town-owned parking lots.
<b>Cost of Services:</b>	<b>\$50,000</b>
<b>City of Annapolis Eastport and City Dock Transportation and Parking Studies</b>	
<b>Name</b>	Sally Nash
<b>Title</b>	Chief of Comprehensive Planning
<b>Agency</b>	Department of Planning and Zoning—City of Annapolis, Maryland
<b>Address</b>	145 Gorman Street, 3 <sup>rd</sup> Floor, Annapolis, MD 21401
<b>Phone Number/ Email</b>	410-260-2200 / snash@annapolis.gov
<b>Scope of Services:</b>	SAI performed traffic and parking studies for the City Dock and Eastport neighborhoods, including traffic data collection, on and off-street parking inventories and mapping, parking utilization surveys, parking revenue analysis, and developed parking operations and management strategies to improve better manage parking supply and demand, increase travel options for walking, biking and bus, reduce congestion and improve safety.
<b>Cost of Services:</b>	<b>\$75,000</b>
<b>City of College Park Citywide Bicycle Boulevard Plan</b>	
<b>Name</b>	Terry Schum
<b>Title</b>	Director Department of Planning and Community Economic Development
<b>Agency</b>	City of College Park
<b>Address</b>	4500 Knox Road, College Park, MD 20740
<b>Phone Number/ Email</b>	240-487-3538 / tschum@collegeparkmd.gov
<b>Scope of Services:</b>	Developed city-wide bicycle boulevard plan and implementation strategy, including traffic data collection, traffic calming, wayfinding signage, and presentations to Council.
<b>Cost of Services:</b>	<b>\$30,000</b>
<b>Town of Oakland Downtown Parking and Traffic Study</b>	
<b>Name</b>	Gwen Evans
<b>Title</b>	Executive Coordinator
<b>Agency</b>	Town of Oakland
<b>Address</b>	15 South Third Street, Oakland, MD 21550
<b>Phone Number/ Email</b>	301-334-2691 / townfoak@gmail.com
<b>Scope of Services:</b>	SAI performed a comprehensive traffic and parking study for downtown Oakland covering a 30-square block area. Documented existing traffic counts, traffic operations, pedestrian safety and accessibility, parking supply, regulations, ownership, utilization, revenue and identified strategies to better manage the existing and future parking conditions and demands including increasing parking capacity in Town-owned parking lot within the historic district.
<b>Cost of Services:</b>	<b>\$15,000</b>



<b>City of Takoma Park Old Town Parking Study</b>	
<b>Name</b>	Rosalind Grigsby
<b>Title</b>	Community Planner
<b>Agency</b>	City of Takoma Park
<b>Address</b>	7500 Maple Road, Takoma Park, MD 20912
<b>Phone Number/ Email</b>	301-891-7213 / RosalindG@takomagov.org
<b>Scope of Services:</b>	SAI conducted a comprehensive parking study for the Carroll Avenue business district and Metro station area, including on and off-street parking inventory, utilization surveys, demand projections, and recommendations for parking management over a 30 square block area. S W A D developed concepts for on and off-street parking capacity improvements, and presented findings to City Council.
<b>Cost of Services:</b>	<b>\$40,000</b>

# Project Staff Resumes

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## Paul Silberman, PE, PTOE

## Contact Manager

21 Years of Experience

### Education

MS, Civil Engineering,  
University of Maryland, 2000  
BS, Civil Engineering,  
University of Maryland. 1996

### Registrations

2001, Professional Engineer, Virginia  
Registered # 0402049118

Mr. Silberman has 21 years of experience in parking operations and management studies including parking asset inventories and mapping, parking data collection and analysis, parking demand forecasts, stakeholder identification and coordination, parking management strategies, parking technology applications and traveler information, pedestrian and bicycle network planning and design and public outreach. Paul has managed over a dozen parking studies of varying scale from business districts, neighborhoods, campuses to commuter facilities and presented findings to Mayors, Councils and Business Groups. Relevant project experience includes:

**Berlin to the Beach Bicycle Facility Planning and Design, Maryland SHA:** Senior Engineer responsible for evaluating an on-road bicycle facility along Route 611 and Route 376 in Wicomico County. Tasks included field reviews, development of bicycle-compatible roadway cross-sections, identification of traffic control changes, and development of preliminary engineering signing and marking plans and cost estimates.

**Downtown Traffic and Parking Study, Town of Oakland, MD:** Project Manager responsible for on and off-street parking inventory, utilization surveys, demand projections, and recommendations for a 30 square block area. Also evaluated traffic operations, pedestrian safety, land use, parking code requirements and application of parking payment technologies. Developed concepts for on and off-street parking capacity improvements. Presented findings to Mayor.

**Old Town Traffic and Parking Study, City of Fairfax, VA:** Project Manager responsible for a review of two-way traffic operations in Old Town. Tasks included assessment of changes to traffic volumes, speeds and queues, capacity analysis, traffic safety analysis, multi-modal accessibility, and parking demand. Presented findings to Council and Public.

**Old Town Parking Study, City of Takoma Park, MD:** Contract Manager leading a comprehensive parking study along the Carroll Avenue business district. Project included on and off-street parking inventory, utilization surveys, demand projections, and recommendations for parking management over a 30 square block area. Also evaluated pedestrian safety, land use development, parking code requirements and application of parking payment technologies. Developed concepts for on and off-street parking capacity improvements, and presented findings to key stakeholders including Mayor and Council.

**Non-Motorized Transportation Plan, Town of Cheverly:** Project Manager. Developed a plan to improve mobility and accessibility for pedestrians, bicycles and transit. The plan focused on connectivity to key transportation nodes, institutional/ educational facilities, and commercial centers. Tasks included documentation of existing sidewalk and trail networks, soliciting stakeholder input, and facilitating public workshops. Identified key corridors, alignments and cross-sections for various new pedestrian and bicycle infrastructure such as: marked bike lanes, signed bike routes, shared use paths, trails and sidewalks. Identified phasing and funding strategies for implementation of non-motorized improvements.

**Shore Transit Bus Routing Analysis and Bus Stop ADA Study, Salisbury-Wicomico MPO:** Project Manager responsible for evaluation of current routes modification or routes based on new transfer/ bus depot location, bus stop attributes and ADA access, and stakeholder coordination.

**Traffic Impact Analysis, City of Lewes, DE:** Project Manager. Supported the City in reviewing a major development project in Sussex County just outside the municipal boundaries that could potentially adversely affect traffic congestion levels on the primary roadway into Lewes (SR 9). Provided technical reviews and testimony to County Council.

**Downtown Parking Study, City of Wilkes-Barre, PA:** Senior Engineer. Performed a detailed parking and transit study for a proposed intermodal transportation center to determine parking impact, existing on and off-street parking supply and demand, proposed downtown development plans, future traffic volumes and parking requirements, and interviewed major stakeholders, public and private transportation services. Evaluated ridership, service coverage, dwell times, headways, and estimated required parking for all modal user groups and transit vehicles, including revisions to existing on-street parking regulations.

**Town Center Parking Study, City of Mount Rainer, MD:** Project Manager of a citywide on and off-street parking inventory, forecasting and utilization survey. Evaluated land use and parking code requirements for mixed-use redevelopment. Presented findings to public and Council.

**Downtown Parking Guidance System Feasibility Study, Baltimore City, MD:** Project Manager. Researched parking guidance system technology, design and operation. Evaluated existing downtown parking supply and utilization, system operating and capital costs, benefits, funding sources, and wayfinding needs. Presented findings to City and Stakeholders including the Downtown Partnership, Baltimore, Development Corporation, Baltimore Metropolitan Council and Maryland Stadium Authority.

**Mount Vernon Neighborhood Parking Study, Baltimore City, MD:** Project Manager responsible for evaluating existing and future on and off-street parking supply, utilization, and demand in 50 square block study area, including development of a geodatabase and GIS mapping, and coordination with key institutional stakeholders and parking garage operators.

**Eastport Neighborhood Traffic and Parking Study, City of Annapolis:** Project Manager for a comprehensive multi-modal study that evaluated traffic volumes, mode share, safety, circulation, transit and parking utilization and management in the Eastport neighborhood. Performed comprehensive on and off-street parking inventory, event and non-event parking utilization surveys, mapping and developed recommendations for on-street parking management strategies.

**City Dock Traffic and Parking Study, City of Annapolis:** Project Manager for a comprehensive multi-modal study that evaluated traffic volumes, mode share, safety, circulation, transit and parking utilization and management in the downtown and City Dock area. Identified modal deficiencies and developed improvements to enhance travel choices, reduce congestion and improve safety. Developed preliminary engineering concepts to improve public space and access at the City Dock and presented findings to advisory committee, public and elected officials.

**Downtown Stadium Parking Study, City of Hagerstown, MD:** Project Manager responsible for development of a parking management plan for a proposed minor league baseball stadium in downtown Hagerstown. Evaluated on-street and off-street parking capacity, game-day assignment, and traveler information/ management strategies.

**Downtown and Campus Parking Study, Towson, MD:** Project Manager responsible for development of a parking management plan for a proposed 20,000 seat expansion of the existing on-campus stadium. Evaluated off-street parking garage and lot capacity and utilization, game-day assignment, and traveler information/ parking management strategies.

**Curbside Management Plan, Washington, D.C. DOT:** Sr. Engineer responsible for data compilation and spatial analysis of DC Parking policies including location and utilization of Residential Parking Permit zones, commercial loading zones, metered parking, mobility services, and demographics such as household auto ownership, licensed drivers, zoning (commercial, employment densities, major venues).

**US 1 Corridor Parking Study, City of Hyattsville, MD:** Project Manager. Performed technology assessment for curbside parking meters. Developed revised curbside management plan to increase on-street parking supply and turnover, assessed off-street parking lot signage and layout.

**Westside/ University of MD Parking Study, Baltimore City Parking Authority:** Project Manager responsible for evaluating existing and future curbside and off-street parking supply, utilization, and demand in 100 square block study area, including development of a geodatabase and GIS mapping, evaluation of parking sheds, identifying parking management recommendations and coordination with key institutional stakeholders and parking garage operators.

**NoMa Neighborhood Transportation Plan, Washington, D.C.:** Sr. Transportation Planner responsible for traffic data collection, development of traffic forecasts, traffic operations analysis, stakeholder outreach and alternatives analysis. Evaluated traffic circulation changes, intersection improvements, traffic controls, parking regulations and signal system operations. Efforts focused on developing comprehensive multi-modal solutions to enhancing roadway, pedestrian, bicycle and transit access, safety and operations.

**Odenton Town Center Transportation and Parking Study, Anne Arundel County, MD:** Project Manager. Evaluated land use changes, developed traffic forecasts, assessed traffic operations, and developed alternatives analysis for roadway, pedestrian and bicycle improvements. Conducted public outreach and stakeholder coordination with a Steering Committee. Performed parking shed analysis, forecasted parking demand for commuter and development needs, identified parking management options, developed concept plans and cost estimates for garage and roadway improvements.

**Revitalization Plan, Town of Upper Marlboro, MD:** Lead Traffic Engineer. Assessed transportation network, and identified improvements to support land use scenarios to support revitalization of the downtown. Documented traffic volumes, on and off-street parking supply, and traffic operations and safety. Assessed gaps and barriers in pedestrian, bicycle and transit networks. Coordinated with County and State planners and engineers, presented findings to community leaders and elected officials.



## Brian Laverty, AICP

Project Manager

20 Years of Experience

### Education

MS, Urban and Regional Planning, Virginia Tech, 2008  
BA, History, Virginia Tech 1999

### Registrations

2010, American Institute of Certified Planners # 023921

Mr. Laverty has a Masters in Urban Planning, and is a certified professional planner (AICP) with 20 years of experience in multi-modal transportation planning. Brian's work has included parking studies, transit operations, capital programming, pedestrian and bicycle networks, and long-range planning. His focus is on integrating all modes of transportation to balance transportation resources and land use, from the neighborhood scale to the regional scale. Relevant project experience includes the following:

**Old Town Parking Study, City of Takoma Park, MD:** Project Manager leading a comprehensive parking study along the Carroll Avenue business district and Metrorail station. Project includes on and off-street parking inventory, utilization surveys, demand projections, and recommendations for parking management over a 30 square block area. Also evaluating pedestrian safety, land use development, parking code requirements and application of parking payment technologies. Developing concepts for on and off-street parking capacity improvements, and presenting findings to key stakeholders and City Council.

**Parking Demand Analysis, Fairfax County, VA DOT:** Senior Transportation Planner. Supervised parking and trip rate data collection at multifamily properties including land use, demographics, parking supply, and intercept survey that was used to measure what modes of transportation were used to and from the given location.

**Park and Ride Lot Improvement Program, Virginia DOT Transportation Mobility Planning Division:** Sr. Transportation Planner responsible for updating Park and Ride Lot inventories including parking lot capacity, utilization, and expansion needs for over 75 lots in Prince William, Loudoun, Warren, Fairfax and Arlington Counties.

**Citywide Transportation and Mobility Plan, City of Manassas, VA:** Project Manager responsible for data compilation, project mapping, stakeholder and public input, existing conditions documentation, traffic forecasting and traffic operations and development of multi-modal improvement recommendations, technical report and prioritization.

**University Drive Road Diet and Bike Lane Study and Design, City of Fairfax, VA:** Brian served as a Project Planner. Conducted traffic counts, LOS analyses, and traffic operations of a proposed road diet to accommodate on-road bicycle lanes. Developed conceptual cross-sections and plans, presented findings to the City Council.

**Towson Circulator Feasibility and Parking Study, Maryland Transit Administration:** Senior Transportation Planner. This study evaluated the potential for implementing a circulator service in the Towson area to connect key government office, university, hospital, and retail uses. Brian led all planning components of the study, directly producing three technical memos and supervising staff in performing mapping of existing demographics, public and private transit services, pedestrian and bicycle networks, on and off-street parking assets and utilization, performing a propensity analysis, and developing of routing and stop options, fare payment concepts, ridership estimates, cost estimates and engaging with a stakeholder group.

**Anacostia Waterfront Initiative Transportation Master Plan, District of Columbia DOT:** Senior Transportation Planner. The Master Plan consisted of a consolidation of numerous individual transportation infrastructure projects into a single comprehensive program. Brian led the effort to create an updated version of the document. He coordinated all staff input, designed the document format, and conducted all reviews with the client.



## Jamie Kendrick, AICP

## Senior Transportation Planner

18 Years of Experience

### Education

M. City/Regional Planning,  
U. of PA/2000  
BA Urban Affairs,  
Goucher College 1998

### Registrations

AICP 2017 #30502

Mr. Kendrick has over 18 years of experience in Transportation and Environmental Planning, and has worked on numerous public parking and transit facility site development including land use and zoning regulations, traffic operations, site planning, engineering and construction, environmental permitting and management. Jamie served for five years as Deputy Director for Administration at the Baltimore City Department of Transportation (BCDOT) and represented DOT before the City Planning Commission, Zoning Board and City Council on a myriad of public parking issues. Recent project experience includes:

**Curbside Parking Management, Baltimore City:** Responsible for restructuring the BCDOT's parking management functions including curbside space allocation, parking enforcement, and towing. During his tenure, BCDOT established a stronger relationship with the Parking Authority of Baltimore City (PABC) and rationalized functions between the two agencies leading to better technology, innovation and performance. Specific reforms included the use of automated boot release systems, the introduction of license plate readers on all parking enforcement vehicles, replacing hand written parking citations with handheld devices, accelerated installation of multi-space parking meters, upgrading the City's towing/abandoned vehicle yards, eliminating "lifetime contracts" for towing companies, and moving towards variable pricing for on-street parking.

**Variable Parking Pricing Policy Study, Baltimore City:** Project Manager responsible for parking inventory and data collection in the Central Business District to document curbside parking utilization before and after variable pricing policies were enacted. Parking utilization surveys were performed for over 12 separate time periods over the Fall of 2017 and Spring of 2018 for over 100 square blocks.

**14th Street/Columbia Heights Neighborhood Parking Study, Washington, DC:** Jamie evaluated existing parking supply, regulations, surveyed parking occupancy, developed customized project mapping, evaluated residential parking permit data and parking meter revenue data and identified recommendations to balance neighborhood residential and commercial parking needs while implementing curbside bus priority lanes along 14th Street that would reduce parking capacity during peak hours.

**La Plata Park and Ride, Charles County MD:** Project Manager. Southern Maryland continues to undergo significant population growth and at the time of this project, MTA had initiated commuter bus service with only a few very small park-and-ride lots. Following a sketch-level plan for several southern Maryland park-and-ride facilities, Mr. Kendrick led the site selection, evaluation and NEPA project planning phase for a new 250-space park-and-ride lot which is now in operation.

**Bayview Campus Park and Ride Feasibility Study, Baltimore City**– Phase 1 Environmental Site Assessment, Project Manager. Negotiated property access for and oversaw sampling of soil and groundwater for potential hazardous materials at a potential park and ride lot in southeast Baltimore.

**Boston Street Widening and Park and Ride Lot Environmental Assessment, Baltimore City:** Project Manager for improving capacity along the rapidly expanding Boston Street corridor to connect with I-95 in Southeast Baltimore City within the context of a FHWA Environmental Assessment framework including proving a Park and Ride/ bus depot.

**West Baltimore Commuter Rail Station Site Improvements, Baltimore City:** Mr. Kendrick represented the City's interests with Amtrak and the Maryland Transit Administration for potential station improvements and joint development opportunities at the West Baltimore MARC Station. Through his efforts, the City advanced a community planning process which has yielded more \$30 million in improvements to "prime the pump" for transit-oriented development.

**Bus Maintenance Facility Site Planning, Washington, D.C.:** Project Manager responsible for site selection screening, test fit of program requirements, and provided high-level assessment of permitting, community impacts and constructability for five potential bus maintenance facility locations.

**New Greyhound Bus Terminal Site Development, Baltimore, MD:** Project Manager responsible for site selection and preliminary planning for a new intercity bus terminal in Baltimore City which opened in May 2017. Key to advancing the project was negotiating a construction cost-sharing and long-term operations/maintenance between the City of Baltimore and Greyhound, also providing access for other intercity bus carriers. The new terminal also provides direct access to MTA bus services, taxi and passenger drop-off area, and the Jones Falls Trail.

**Motorcoach Parking Facility Site Development, Baltimore City** - Project Manager responsible for site selection, concept development and negotiations with property owners for a new four bus parking area adjacent to the B&O Railroad museum.

**Amtrak Penn Station Parking Lot Redevelopment Study, Baltimore City:** Project Manager responsible for a feasibility study of joint development opportunity to provide a mixed-use development with structured parking on the existing surface lot.



## Elisa Mitchell, PE

## Transportation Engineer

7 Years of Experience

### Education

Master of Civil Engineering,  
University of Delaware, 2013  
Bachelor of Civil Engineering,  
University of Delaware, 2011

### Registrations

2017 / Professional Engineer/ Maryland  
Registered #50998

Elisa has seven years of professional experience in transportation planning and traffic engineering with expertise in parking operations and management, traffic data collection and analysis, traffic safety analysis and audits, traffic operations analysis, corridor studies, public involvement and roadway design including bicycle and pedestrian infrastructure. Elisa has worked on several parking studies that required data collection, demand evaluation, policy and revenue analysis. Elisa is knowledgeable in AASHTO, MUTCD, ITE, FHWA standards and numerous statistical, traffic and GIS software applications. Relevant projects include:

**Downtown Traffic and Parking Study, Town of Oakland, MD:** Project Engineer performed on and off-street parking inventory, utilization surveys, demand projections, and recommendations for a 30 square block area. Also evaluated traffic operations, pedestrian safety, land use, parking code requirements and application of parking payment technologies. Developed concepts for on and off-street parking capacity improvements. Prepared technical report and presented findings to Mayor and Chamber of Commerce.

**Downtown Master Plan and Parking Study, Town of Mount Airy, MD:** Project Engineer responsible for a comprehensive parking study including on- and off-street parking space inventory, surveyed parking utilization in the historic Main Street and Center Street corridors, and identified future demand. Evaluated pedestrian accessibility, and future land use/ redevelopment and developed recommendations to improve parking management, signage and increase parking capacity in Town-owned parking lots. Presented findings to Mayor.

**Trails Master Plan, Town of Mount Airy, MD:** Project Engineer responsible for the development of a comprehensive Trails Master Plan for the Town including facility location, alignment, type, description and priority. Also developed preliminary engineering and administrative support for the Center Street / Old Main Line rails to trail priority trail connection.

**Old Town Parking Study, City of Takoma Park, MD:** Project Engineer performing a literature review of best practice parking management strategies for historic urban environments including curbside management, neighborhood parking, policy, technology and traveler information. Developed recommendations and prepared technical report.

**Campus Parking Study, Towson University:** Project Engineer responsible for evaluation of existing campus lot and garage parking capacity, projected future parking demand, identification of needs for new parking facilities and development of parking management and operations strategies.

**Eastport Neighborhood Traffic and Parking Study, City of Annapolis:** Project Engineer for a comprehensive multi-modal study that evaluated traffic volumes, mode share, safety, circulation, transit and parking utilization and management in the Eastport neighborhood. Performed comprehensive on and off-street parking inventory, event and non-event parking utilization surveys, mapping and developed recommendations for on-street parking management strategies.

**Downtown Columbia Transportation Plan:** Project Engineer for a comprehensive multi-modal study that evaluated lane use, traffic volumes, traffic operations and roadway design. Evaluated existing conditions, future conditions and identified roadway, bicycle and pedestrian improvements to meet mobility standards.



## Mathew O'Connell

## GIS Analyst

10 Years of Experience

### Education

BA, Geography,  
University of Maryland, 2010

Mr. O'Connell brings over 10 years of Geographic Information Systems (GIS) experience, using the full ESRI ArcGIS software suite, performing a wide-range of GIS related tasks including collecting, interpreting, inventorying and geolocation of various transportation and infrastructure assets from source documents. Mr. O'Connell has designed, developed and managed numerous geodatabases, performed web-based mapping, applications, research and analysis, and implemented quality control techniques to ensure data integrity. Mr. O'Connell has completed inventories of hundreds of blocks of on and off-street parking assets including curbside regulations, supply, rates, and walksheds as well as related transportation data such as parking violations, permits, revenue, traffic volumes, transit routing/ stops/ ridership, pedestrian/ ADA networks, and crash data. Relevant projects include:

**Downtown Parking Study, Town of Oakland, MD:** GIS Analyst responsible for on and off-street parking supply and regulatory inventory, geodatabase development, weekday and weekend utilization surveys, land use inventory and spatial illustrations for a 30 square block area.

**Old Town Parking Study, City of Takoma Park, MD:** GIS Analyst responsible for on and off-street parking supply and regulatory inventory, geodatabase development, weekday and weekend utilization surveys, land use inventory and spatial illustrations for a 30 square block area. Developed mapping for the project including a public-facing application used to showcase study results. Conducted field work including on-street and off street parking inventory and utilization. Used field data to create walkshed maps which show utilization rates within each walkshed.

**Downtown Parking Study, Towson, MD:** GIS Analyst responsible for on and off-street parking supply and regulatory inventory, geodatabase development, weekday and weekend utilization surveys, land use inventory and spatial illustrations for a 30 square block area including portions of Towson University. Developed mapping for the project including a public-facing application used to showcase study results.

**Anacostia Trail System Wayfinding Signing, Prince George's County Department of Recreation and Parks: GIS Supervisor.** Developed a GIS database of trail centerline and sign inventory for the Anacostia Trail System. Collected trail / sign information on bicycles using Trimble data collection hardware. Created an ArcGIS Online client application incorporating all of the GIS data, photos, and video along the trail system.

**Bicycle Boulevard Implementation Plan, City of College Park, MD:** GIS Supervisor. Performed a comprehensive investigation of origins and destinations for cyclists, available existing routes, as well as an inventory of existing bicycle format level. Developed and implemented a ArcGIS online application to solicit crowdsourced input on preferred low stress biking streets. In addition, we are defining which routes need additional traffic calming and through-traffic reduction in order to be designed to the latest design standards for bicycle boulevards.

**Downtown Traffic and Parking Study, City of Fairfax, VA:** GIS Analyst responsible for on and off-street parking supply and regulatory inventory, geodatabase development, weekday and weekend utilization surveys, land use inventory and spatial illustrations for a 20 square block area.

**Columbia Heights Neighborhood Parking Study, Washington, D.C.:** GIS Analyst responsible for inventory, geodatabase development and spatial illustrations of curbside parking regulations and utilizations by time of day for an 80 block area.

**Town Center Parking Study, Town of Mount Rainier, MD:** GIS Analyst responsible for on and off-street parking supply and regulatory inventory, geodatabase development, weekday and weekend utilization surveys, land use inventory and spatial illustrations for a 40 block area.

**Eastport Neighborhood Parking Study, City of Annapolis, MD:** GIS Analyst responsible for on and off-street parking supply and regulatory inventory, geodatabase development, weekday and weekend utilization surveys, land use inventory and spatial illustrations for a 40 block area.

**Curbside Parking Asset Database Update, City of Alexandria, VA:** Performed a comprehensive parking asset inventory and geodatabase update for over 3,000 block faces throughout Old Town and five surrounding neighborhoods in the City. Identified curbside uses, linear measurements and totals by type and neighborhood.

**Mt. Vernon Neighborhood Parking Study, Baltimore City, MD:** GIS Analyst responsible for inventory, geodatabase development and spatial illustrations of curbside parking regulations and utilizations by time of day for a 60 block area.

**Transportation Master Plan, City of Manassas, VA:** GIS Analyst. Responsible for mapping transportation network and data including traffic volumes, traffic calming, pedestrian and bicycle networks, speed limits, land use, Safe Routes to School, bus stops and parking.



## **Engineering Innovative Solutions**

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ORDINANCE NO. 2018-07

AN ORDINANCE PURSUANT TO SECTION C5-1(25) OF THE CHARTER OF THE TOWN OF BERLIN, MARYLAND TO GRANT SANDPIPER ENERGY, INC., A DELAWARE CORPORATION, A FRANCHISE FOR THE RIGHT TO LAY PIPES, CONDUIT, CONDUCTORS AND OTHER APPURTENANCES, EXTEND, MAINTAIN, REPAIR, AND OPERATE FACILITIES IN THE PUBLIC WAYS TO DISTRIBUTE AND SELL NATURAL GAS TO THE PUBLIC IN THE TOWN OF BERLIN, AND LIMITING THE TIME WITHIN WHICH, AND SPECIFYING CERTAIN CONDITIONS UNDER WHICH, SAID FRANCHISE MAY BE EXERCISED.

THIS ORDINANCE was introduced and read at a meeting of the Town Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, and thereafter a statement of the substance of the Ordinance was published as required by law.

A PUBLIC HEARING was held and this Ordinance was adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the Mayor and Council of the Town of Berlin, Maryland, by affirmative vote of \_\_\_\_\_ in favor to \_\_\_\_\_ opposed, with \_\_\_\_\_ abstaining.

\_\_\_\_\_  
Elroy Brittingham, Vice President

This Ordinance was approved this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by the Mayor of the Town of Berlin and was therefore effective twenty (20) calendar days later on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Wm. G. Williams, III, Mayor

ATTEST:

\_\_\_\_\_  
Laura Allen, Town Administrator

**AN ORDINANCE PURSUANT TO SECTION C5-1(25) OF THE  
CHARTER OF THE TOWN OF BERLIN, MARYLAND TO GRANT  
SANDPIPER ENERGY, INC., A DELAWARE CORPORATION, A  
FRANCHISE FOR THE RIGHT TO LAY PIPES, CONDUIT,  
CONDUCTORS AND OTHER APPURTENANCES, EXTEND,  
MAINTAIN, REPAIR, AND OPERATE FACILITIES IN THE PUBLIC  
WAYS TO DISTRIBUTE AND SELL NATURAL GAS TO THE PUBLIC  
IN THE TOWN OF BERLIN, AND LIMITING THE TIME WITHIN  
WHICH, AND SPECIFYING CERTAIN CONDITIONS UNDER WHICH,  
SAID FRANCHISE MAY BE EXERCISED.**

**1. Definitions**

- 1.1. "Agreement" or "Franchise Agreement" means this Agreement, together with Exhibits attached to this Agreement, if any, and any amendments or modifications.
- 1.2. "Applicable Law" or "Law" means all federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations, including, but not limited to, orders, rules, and regulations of the Maryland Public Service Commission, Town Charter and Town ordinances, including the Town of Berlin, Maryland Design and Construction Standards for Water, Sewer, and Roadway Systems ("Design and Construction Standards"), and relevant judicial decisions.
- 1.3. "Effective Date" means the date when the Mayor and Town Council adopts, and the Mayor approves this Agreement twenty days (20) after the date of passage.
- 1.4. "Facilities" means natural gas distribution equipment, including pipes, main and service lines, valves, conductor, conduit, and appurtenances located in the Town.
- 1.5. "Franchise" means the right granted to Franchisee by ordinance and subject to this Agreement to construct, install, operate, repair, and maintain the Facilities in the Public Ways.
- 1.6. "Franchise Area" means all the area within the boundaries of the Town as established from time to time.
- 1.7. "Franchisee" means Sandpiper Energy, Inc.
- 1.8. "Party" or "Parties" refers to Franchisee or Town. The plural form refers to both Franchisee and Town.
- 1.9. "Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for profit or not-for-profit.
- 1.10. "Public Way(s)" means the surface of and the space below, any public streets, avenues, roads, highways, public thoroughfares, lanes, and alleys. Charter C9-1.
- 1.11. "Services" means the provision of natural gas as authorized by the Franchisee's tariffs approved by the Maryland Public Service Commission.
- 1.12. "Term" means the duration of the Franchise as defined in Section 3.
- 1.13. "Town" means the Mayor and Town Council of Berlin, Maryland, or as appropriate in the case of specific provision so this Agreement, any board, or department acting on behalf of the Town, or any officer, official, employee, or agent of the Town, any designee of the foregoing, or any successor thereto.

**2. Grant of Franchise**

- 2.1. The Town grants to Franchisee the exclusive right to lay pipes, conduit,

conductor and other appurtenances below and above ground, extend throughout the Town, maintain, repair, operate, replace, relocate, and remove Facilities within the Public Ways to provide Services, which shall be exercised at the Franchisee's sole cost and expense, and which shall be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the Public Ways. Nothing in this Agreement shall be deemed to grant, convey, create, or vest in Franchisee a real property interest in land, including any fee, leasehold interest, or easement.

**2.2. Administrative Fee.** To compensate the Town for its cost associated with administering this Agreement, Franchisee shall pay the Town a fee of Fifteen Ten Thousand Dollars (\$15,000) no later than the Effective Date. If after the Effective Date hereof, Franchisee pays another municipality for a similar franchise, Franchisee hereby covenants and agrees to commence paying a like fee to the Town for the remaining term hereof.

**2.3. No Waiver of Other Permits and Authorizations.** Nothing in this Agreement shall be construed as a waiver of any laws, regulations, or rules of the Town or of the Town's right to require the Franchisee to secure the appropriate permits or authorizations, provided that the fees and charges imposed upon the Franchisee for any such permits or authorization shall be the standard fees or charges generally applicable to all Persons for such permits or authorizations.

**2.4. No Interference.** Franchisee, in the performance and exercise of its rights and obligations under this Agreement, shall not interfere in any manner with the existence and operation of any public and private rights of way, sanitary sewers, water mains, storm drains, underground electrical and telephone wire, cable television or other telecommunications utility, or municipal property except as permitted by Applicable Laws and this Agreement.

**2.5. Closing of Public Ways.** Nothing in this Agreement shall waive or release the rights of the Town in and to the Public Ways.

**2.6. Conditions Precedent.** The Franchise shall commence upon the Effective Date, provided the Franchisee shall have met each of the conditions precedent set forth below and otherwise in the Agreement unless the Town agrees to waive any of the conditions precedent, at which time it shall become effective:

**2.6.1. Council Action.** All necessary approvals of the Agreement by the Mayor and Town Council shall have been obtained.

**2.6.2. Payment of the Administrative Fee.**

**2.6.3. Insurance.** The Franchisee shall have secured its insurance policies as set forth in Section 12 of the Agreement and delivered the certificate of insurance to the Town Administrator, together with evidence that the premiums for each of such policies have been paid, confirming that the policies will be in effect on or before the Effective Date, and that the policies are in accordance with this Agreement.

**2.6.4. Clean Hands Certification.** The Franchisee shall have paid all amounts due and owing to the Town, including, but not limited to, taxes, fees, fines, penalties, and interest.

**3. Term.** This Franchise shall be for a period of ten (10) years from the date this Franchise is approved and adopted by ordinance of the Mayor and Town Council.

**4. Installation Specifications.** All construction shall be consistent with Applicable Law and Facilities shall be installed in accordance with plans and specifications approved by the Town.

**4.1. Approval by Town.** Franchisee shall not install or operate any Facilities in the Public Ways until it has submitted plans to the Town. Franchisee shall submit to the Planning Office an Excavation Application and a description and drawing showing the location(s) of the proposed work, including plans to restore the Public Ways affected by the proposed work. Approval of plans and specifications and the issuance of any permits by the Town shall not release Franchisee from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans, specifications, or permits. Franchisee shall be responsible for notifying the Town immediately upon discovery of such omissions and or errors and with obtaining any amendment to correct Town-approved permits, as may be necessary.

**4.2. Performance Bond.** At its sole and absolute discretion, the Town may at any time during the Term require Franchisee to provide a bond in an amount determined by the Town to represent the estimated cost of Franchisee's obligations under this Section, which the Town may require Franchisee to increase from time to time to reflect the reasonable estimated costs of performing such obligations and to secure performance of Franchisee's obligations under this Agreement.

## **5. Construction**

**5.1. Disruption, Interference and Damage.** Franchisee shall use commercially reasonable efforts to coordinate construction, installation, and maintenance of the Facilities to minimize unnecessary disruption, including, as appropriate, coordination with applicable Town agencies. Franchisee shall at its own cost and expense, promptly repair any damage to property resulting from its activity to the original condition.

**5.2. Coordination with Town Roadway Reconstruction.** Franchisee shall install and maintain gas mains and service lines concurrent with the Town's Public Ways reconstruction plan. Franchisee shall use best efforts to install gas mains whenever customers express a commitment to utilize the services of Franchisee and it is economic for the Franchisee to do so.

**5.3. Compliance with Town of Berlin, Maryland Design and Construction Standards for Water, Sewer, and Roadway Systems.** All construction, installation, operation, repair, and maintenance of the Facilities shall be performed in a safe, thorough, and workmanlike manner using materials of good and durable quality and consistent with Applicable Law and industry standards.

**5.4. Separation of Franchisee Facilities and Town Infrastructure.** Franchisee shall maintain a minimum of three (3) feet of separation between future gas mains and existing infrastructure owned by the Town, unless otherwise approved in writing by the Town.

### **5.5. Public Ways Restoration.**

**5.5.1.** Franchisee shall be responsible for any damage, ordinary wear and tear excepted, to street pavement, existing facilities and utilities, curbs, gutters, and sidewalks, to the extent caused by Franchisee's construction, installation, maintenance, access, use, repair, replacement, relocation, or removal of Facilities in the Public Ways. Franchisee shall promptly repair such damage and return the Public

Ways and any affected adjacent property to a safe and satisfactory condition in accordance with the Town's applicable street restoration standards.

**5.5.2.** Promptly after completing any excavation or construction, Franchisee shall make temporary repairs to the disturbed Public Way to restore it to its prior condition. Within thirty (30) days after the temporary repair, the Franchisee shall restore the Public Ways with hot mix repaving repairs in conformance with the Design and Construction Standards for installation of water and sewer utilities and roadway construction projects, and provided that if the disturbed Public Way was resurfaced within thirty-six (36) months of the construction activity, the Franchisee shall repave the street from the centerline to the curb if the work was done in one travel lane, and from curb to curb if the work was done in the center of the Public Way; provided further that if the Public Way was resurfaced more than thirty-six (36) months prior to the construction, Franchisee shall repair the Public Way in accordance with Berlin's standard specifications for utility street repairs.

**5.5.3.** Franchisee's obligation under Section 5.5.2 shall survive for one (1) year after the completion of such repair and restoration work. When such work in the Public Ways is done during the last year of a Term, Franchisee shall warrant the quality of the work for one (1) year after such work has been performed.

**5.6. As-Built Drawing.** Franchisee shall provide as-built drawings of its Facilities per Section 5.3 within forty-five (45) days of completing construction showing size, depth, and location of all pipes, valves, gauges, and appurtenances.

**5.7. Safety Precautions.**

**5.7.1. Standard of Care.** The Franchisee shall employ ordinary care always and employ commonly accepted methods and devices for the prevention of failures and accidents that are likely to cause damage, injury, or nuisance to the public, and to take affirmative measures to prevent accidents at its worksites.

**5.7.2. Protection of Construction Areas.** The Franchisee shall comply with the safety requirements of all permits, licenses, and other approvals or authorizations. In addition, Franchisee shall maintain reasonable barriers, lights, signs, cones, and other similar warnings and protective devices required for the safety of the public in compliance with Applicable Law. Devices placed in the Public Ways shall be placed and maintained in a way that do not interfere unnecessarily with the usual travel or other existing uses of the Public Way.

**5.7.3. Emergency Notification.** The Franchisee shall provide the Town with a twenty-four (24) hour emergency telephone number to contact a representative of the Franchisee in an emergency. It shall not be a voicemail or a recording. Franchisee shall make best efforts to respond within thirty (30) minutes to address the reported emergency. In the event of a Grade I gas leak when there is not adequate time to submit an Excavation Application, Franchisee shall notify the Berlin Police Department before starting repairs, commence repairs, and then comply with the Town permit application requirements.

**5.7.4. One Call Notification System.** For the Term of the Agreement, Franchisee and Town shall be members of the One Call Notification System ("Miss Utility") and shall comply with all the marking and location verification requirement of the One Call Notification System.

**5.7.5. Inspection by the Town.** The Town shall have access to inspect any work

conducted by Franchisee during the construction of Facilities.

## **6. Maintenance and Repair**

**6.1. Generally.** Franchisee shall, at its sole cost and expense, perform all maintenance and repairs reasonably needed to maintain Facilities in good condition and in compliance with Applicable Laws.

**6.2. Access to Facilities.** Franchisee will be given reasonable access to the Facilities in the Public Ways to perform routine maintenance, repair, or removal of Facilities. When such maintenance activities have the potential to interrupt any Town services, Franchisee shall provide the Town with a minimum of three (3) days prior written notice of such maintenance activities, except emergency repairs shall comply with the procedure in Section 5.7.3.

## **7. Removal and Modification of Facilities During Term**

**7.1. Removal Due to Public Project.** Upon receipt of a written notice from the Town pursuant to this Section, Franchisee, at its sole cost and expense, shall remove and relocate any of the Facilities constructed, installed, used and/or maintained by Franchisee whenever the Town reasonably determines that the removal is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a Town or other governmental agency project including, but not limited to, any change of grade, alignment or width of any street, sidewalk or other public facility, and construction, maintenance or operation of any underground facilities such as sewers, water mains, drains, storm drains, pipes, and underground power, cable, and telephone lines; (b) when the Facilities are reasonably considered to be interfering with or adversely affecting proper operation of Town; or (c) to protect or preserve the public health or safety. The Town shall collaborate with Franchisee in relocating any Facilities removed pursuant to this Section to minimize costs and disruption of Services to its customers.

**7.2. Removal Due to Termination or Abandonment.** Following termination of the Franchise for any reason, or in the event Franchisee ceases to operate and abandons the Facilities, Franchisee shall remove all above-grade Facilities, within one-hundred twenty (120) days, at its sole cost and expense, decommission all below grade Facilities at its sole cost and expense in accordance with Applicable Law and best industry practices, and provide a certificate stating that all below grade Facilities have been safely decommissioned. Within ninety (90) days of a written request from the Town, Franchisee shall post a payment bond in an amount adequate to address the Town's cost of removing any Facilities and as compensation for any damage to the Public Ways relating to the Facilities, reasonable wear and tear excepted. The Town, in its sole and absolute discretion, may allow Franchisee to abandon some or all the Facilities in place and convey it to the Town.

## **8. Compliance With Laws**

**8.1. General.** This Agreement is subject to all Applicable Laws and the Parties shall comply with any such Laws in the exercise of their rights and performance of their obligations under this Agreement.

**8.2. Permits and Other Authorizations.** Franchisee shall apply for, at its sole cost and expense, and obtain all applicable federal, state, county, and Town permits and/or authorizations required to construct, operate, or otherwise place Facilities in the Public Ways and provide Services.

## 9. Default and Remedies

- 9.1.** Each of the following events shall constitute a default of this Franchise:
- A. Either Party fails to perform or comply with any of the conditions or covenants of this Agreement and such failure continues for a period of thirty (30) calendar days after written notice thereof, unless the performance cannot be reasonably completed in the thirty (30) day period, and the Party has commenced good faith efforts to perform and is diligently proceeding to complete performance to the satisfaction of the other Party;
  - B. Franchisee is adjudicated as bankrupt or becomes insolvent.
- 9.2. Default by Franchisee.** In the event of default by Franchisee, the Town shall have the right, while any default continues beyond any applicable cure period, to terminate this Franchise after giving thirty (30) days written notice to Franchisee.
- 9.3. Notice of Default.** If either Party finds that the other Party has failed to perform or defaulted on any or all material duties in this Agreement, the non-defaulting Party shall provide the defaulting Party a written "Notice of Default" which shall describe with sufficient detail the defaulting Party's failure to perform and default. The defaulting Party shall have forty-five (45) days (or an agreed upon timeframe by both parties) from delivery of the Notice of Default to correct the failure to perform or default. If the defaulting Party fails to correct the failure to perform and/or default within the forty-five (45) period, the non-defaulting Party may terminate this Agreement. If the Town decides to terminate this Agreement, it may revoke the Franchise in accordance with Section 9.5.
- 9.4. Enforcement.** Subject to applicable federal and state law, in the event either Party is in default of any provision of the Franchise, the other Party may:
- A. Seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to money damages;
  - B. Commence an action at law for monetary damages or seek other equitable relief; and/or
  - C. In the event of a default of a material provision of the Agreement, the Town may seek to terminate this Agreement and revoke the Franchise per Section 9.5 of this Agreement.
- 9.5. Revocation**
- 9.5.1** After complying with Section 9.3 and pursuant to the Town's public hearing procedures, the Town shall give written notice to the Franchisee of its intent to terminate the Agreement and revoke this Franchise ("Notice of Intent to Revoke") based on its default of a material provision of this Franchise Agreement. The Notice of Default shall include the following:
- A. A specific description of the default; A statement of intent to revoke the Franchise;
  - B. A statement that a public hearing shall be held to consider grounds for the termination and revocation of this Franchise;
  - C. The date, time, and place of the hearing, which shall be scheduled sixty (60) days from the date of the Franchisee's receipt of such Notice of Intent to Revoke; and

- D. An opportunity for Franchisee to object and state its reasons therefor in writing within thirty (30) days of receipt of the Town's Notice of Intent to Revoke.

**9.5.2** At the designated hearing, the Town shall give the Franchisee a full and fair opportunity to state its position on the matter, including the right to introduce evidence, require the production of evidence, question witnesses, and to obtain a transcription of the proceeding, after which the Mayor and Town Council shall determine whether this Franchise shall be revoked. The Franchisee shall have a right to judicial review of the decision in the appropriate Worcester County Court.

## **10. Taxes**

Franchisee agrees that is solely responsible for the payment of all applicable taxes, fees and assessments levied on its ownership, use, maintenance, and operation of the Facilities.

## **11. Liability and Indemnification**

**11.1.** Franchisee agrees to indemnify, defend, and hold the Town, its elected and appointed officials, departments, employees, agents and representatives from any and all claims, demands, suits, causes of action, losses, liabilities, damages, costs and expenses, including attorneys' fees and court costs, sustained by the Town and caused directly or indirectly by any act or omission on the part of Franchisee, its agents, employees, assigns or anyone subcontracting with Franchisee in connection with the installation, operation, or maintenance of its Facilities. The Town shall notify Franchisee within ten (10) business days after presentation of any claim or demand, whether by suit or otherwise, made against the Town that was caused by any acts or omissions on the part of the Franchisee. The Franchisee shall appear and defend any such demand, claim, suit, or action on behalf of the Town without cost or expense to the Town.

**11.2.** The Town agrees to indemnify, defend, and hold the Franchisee harmless from any and all claims, demands, suits, causes of action, losses, liabilities, damages, costs and expenses, including attorneys' fees and court costs, sustained by the Franchisee and caused, directly or indirectly by any act or omission on the part of the Town, its agents, employees, assigns or anyone subcontracting with the Town in connection with the installation, operation, or maintenance of the Public Ways except when a claim or suit is brought in connection with an area of the Public Ways that was excavated or temporarily repaired following work performed by Franchisee. The Franchisee shall notify the Town within ten (10) business days after presentation of any claim or demand, whether by suit or otherwise, made against the Franchisee caused by any acts or omissions on the part of the Town. The Town shall appear and defend any such demand, claim, suit, or action on behalf of the Franchisee without cost or expense to the Franchisee.

## **12. Insurance**

The Franchisee shall procure and maintain the following required insurance coverages during the Term:

**12.1.** Commercial General Liability Insurance with a company qualified and licensed to do business in the State of Maryland of not less than \$5,000,000 Each Occurrence and \$5,000,000 aggregate. Franchisee further agrees coverage will include bodily injury, death, property damage, products-completed operations, contractual liability, and cross liability.

**12.2.** Additional Insured. Franchisee shall name the Mayor and Town Council of the Town of Berlin as additional insureds.

**12.3** Franchisee shall furnish the Town a “Certificate of Insurance” with a copy of the insured endorsement and the policy as verification that coverage is in force. This certification shall be provided annually to the Town. Failure to maintain insurance coverage as required or failure to furnish a Certificate of Insurance within thirty (30) days of the anniversary of the Effective Date is a material provision of the Franchise Agreement.

### **13. Assignment**

**13.1.** Franchisee may not assign or otherwise transfer all or any part of its privilege in this Franchise without the prior written consent of the Town, provided that it may assign its privilege to its parent company, any subsidiary or affiliate of it or its parent company, or to any successor in interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to the assignee assuming all of Franchisee’s obligations hereunder, and subject to any financing entity’s interest, if any, in this Franchise. Notwithstanding anything to the contrary contained in this Franchise, Franchisee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in Facilities or in this Franchise to any financing entity, or agent on behalf of any financing entity to whom Franchisee has obligations for borrowed money or in respect of guaranties thereof, bonds, debentures, notes or similar instruments, or obligations under letters of credit.

### **14. Notices**

All notices, requests, demands, and other communications shall be in writing and shall be deemed delivered if personally delivered or by certified mail, return receipt requested, to the following addresses:

Town:                   Town Administrator  
                              10 William Street  
                              Berlin, MD 21811  
                              *and*  
                              Town Attorney  
                              10 William Street  
                              Berlin, MD 21811

Franchisee:           Sandpiper Energy, Inc.  
                              32145 Beaver Run Road  
                              Salisbury, MD 21804  
                              ATTN: \_\_\_\_\_

### **15. Miscellaneous**

**15.1. Entire Agreement.** This Franchise Agreement contains the entire agreement of the Parties with respect to any matters covered in this Franchise and supersedes all prior agreements of the same subject matter, specifically the 2008 franchise between Berlin and Franchisee.

**15.2. Amendment.** This Franchise Agreement may not be amended except by written

agreement duly enacted and authorized by the Franchisee, Mayor and Town Council of Berlin.

**15.3. Non-Waiver.** Failure of the Town to insist on strict performance of any of the conditions, covenants, terms, or provisions of this Franchise or to exercise any of its rights hereunder shall not waive such rights, and Town shall have the right to enforce such rights at any time and take such action as is lawful or authorized hereunder, either in law or equity.

**15.4. Force Majeure.** If either the Town or Franchisee is prevented or delayed from fulfilling any term or provision of this Agreement by reason of fire, flood, earthquake, or like acts of nature, wars, revolution, civil commotion, explosion, acts of terrorism, embargo, acts of the government in its sovereign capacity, material changes of laws or regulations, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, unavailability of equipment or vendor, or any other such cause not attributable to the negligence or fault of the Party delayed in performing the acts required by the Agreement, the performance of such act shall be excused for the period of the unavoidable delay, and the affected Party shall endeavor to remove or overcome such inability as soon as reasonably possible.

**15.5. Severability.** If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement to either Party, such provision shall not render unenforceable this Franchise. The parties intend that the remaining provisions shall be administered as if the Franchise did not include the invalid provision.

**15.6. Governing Law.** This Franchise shall be construed in accordance with the laws of the State of Maryland, without reference to conflict of laws principles.

Adopted this \_\_\_ day of \_\_\_\_\_ 2018 by the Mayor and Council of the Town of Berlin, Maryland, by affirmative vote of \_\_\_ to \_\_\_ opposed, with \_\_\_ abstaining and \_\_\_ absent.

\_\_\_\_\_  
By:

Approved this \_\_\_ day of \_\_\_\_\_ 2018 by the Mayor of the Town of Berlin, Maryland.

\_\_\_\_\_  
Wm. Gee Williams, III, Mayor

ATTEST: \_\_\_\_\_