



PARKS COMMISSION AGENDA

Tuesday, March 7, 2023

5:30 PM

1. Approval of Minutes for January 10, 2023
2. Project Updates:
 - a) We Heart Berlin Skatepark Project: Progress Update – Brian Robertson, We Heart Berlin
 - b) Henry Park Basketball Court Lighting Project
3. Upcoming Event/Activity Dates
 - a) Spring Celebration – Saturday, April 8, 2023
 - b) Earth Day/Clean-Up Day – Saturday, April 22, 2023
 - c) Just Walk Worcester Spring Walk – Saturday, May 6, 2023
4. Other
 - a) Pickleball Court Addition Update
 - b) Annual Parks Plan for State Fiscal Year (SFY) 25

Upcoming Meeting/Event Schedule:

Tuesday, May 2, 2023 - Meeting

Saturday, May 6, 2023, 9:00 AM – Spring Walk

Tuesday, July 11, 2023 (changed due to July 4 holiday) - Meeting.

Tuesday, August 1, 2023 – National Night Out

Tuesday, September 5, 2023 - Meeting

Friday, November 3, 2023, 5:30 PM – Fall Glow Walk

Tuesday, November 7, 2023 – Meeting

**Berlin Town Hall, 10 William Street, Berlin, MD 21811
2nd Floor Conference Room
410-641-4314 for more information**

Parks Commission
Meeting Minutes
Tuesday, January 10, 2023

5:30 PM REGULAR SESSION – Berlin Town Hall Conference Room

Commission Members Present: Chair Mike Wiley, Patricia Dufendach, Sarah Hooper, Laura Stearns (arrived at 5:35 PM)

Absent: Bruce Hyder

Staff Present: Town Administrator Mary Bohlen, Public Works Director Jimmy Charles, Public Works Superintendent Cody Chesser

This meeting was also broadcast live via Facebook and called to order by Town Administrator Mary Bohlen at approximately 5:30 PM.

Ms. Dufendach moved to approve the Minutes of the November 1, 2022, meeting. Ms. Hooper seconded, and approval was unanimous.

Ms. Bohlen reviewed the details of the current Henry Park Basketball Lighting Project. She explained installation is complete and the lights are expected to be ready for use the week of January 23rd, 2023. She indicated that the Mayor and Council are continuing to discuss the times of day the lights will be permitted; she added that the Public Hearing for the ordinance amendment is on January 23rd. Ms. Bohlen said she is of the belief that the times of the Stephen Decatur Park tennis courts may also change to align with the times of the basketball courts.

Mr. Wiley referenced a printout that Electric Utility Director Tim Lawrence presented at the Mayor and Council Meeting on Monday, January 9th, revealing the times Stephen Decatur Park tennis court lights are primarily being used. Ms. Hooper asked to confirm the date range over which the data was collected; Public Works Director Jimmy Charles said it covered the whole year. Mr. Wiley agreed it would be easier if the times were consistent throughout the parks. Ms. Bohlen commented on the data by saying if the records show that the lights were not turned on after 9 PM, she does not believe it would be a problem for the lights to turn off entirely at 9:30 PM. Mr. Wiley asked if any surveys had been received to indicate the preferred turnoff time; Ms. Bohlen said only four responses had been received and were split evenly between the 9 PM and 11 PM times. She added that all results will be calculated the morning of January 17th following the survey deadline; she confirmed the information will be shared with the Mayor and Council in hopes of incorporating a time on the ordinance.

Ms. Bohlen provided an update regarding the Stephen Decatur Park Comfort Station Project; she said the bids received were double what was anticipated. She added that the Town of Berlin has submitted a grant application to help offset the balance of the project; she confirmed the balance would consist of what is to be covered by the Community Parks and Playgrounds Grant and the amounts the bids came in at. Ms. Bohlen explained that the bidders were made aware the Town will not be moving forward at this time, however, she confirmed the project would go out to bid again if the additional grant is received. Ms. Stearns asked if Ms. Bohlen felt the Town would be able to add a Comfort Station in the future; Ms. Bohlen said she is optimistic it will happen eventually.

Ms. Stearns apologized for joining the meeting late and asked to revisit the status of the Henry Park Basketball Court Lighting Project. Ms. Bohlen said the surveys are out until January 16th; she explained the results will be sent to the Mayor and Council for review at that time. She added the Public Hearing for the ordinance will be held on January 23rd, 2023 and reiterated that she believes the times of the

tennis courts may change based on discussions had at the Mayor and Council meeting on Monday, January 9th to be consistent with times for the basketball courts.

Ms. Bohlen directed attention to the last page of the meeting packet regarding the upcoming Worcester County Just Walk events; she said she wanted to push out the dates as a participant in the program. She noted the Go Red Scavenger Hunt is the next event scheduled for February 18th and 19th, 2023, and is a self-directed scavenger hunt coordinated by the Worcester County Health Department. Mr. Wiley asked what the red theme of the event pertained to; Ms. Bohlen said February is Valentine's month as well as American Heart Month.

Ms. Bohlen apologized for not having additional information to support agenda item 4a, AEDs (Automated External Defibrillators) at Park locations; she said the Mayor had expressed interest in the topic at the Department Head meeting on Wednesday, January 4th, 2023. She said she believes adding an AED to Henry Park would be easy, however, she said there may not be a good location for a machine at Stephen Decatur Park until the restrooms are added. Ms. Bohlen emphasized the topic is one that will continue to be explored. Ms. Stearns asked if the pavilion would be a good location for an AED at Decatur Park; Ms. Bohlen said yes, but additional signage may be needed to ensure the public knows it is available. Ms. Bohlen added that a factor to consider is the expense associated with adding AEDs if the machines frequently need to be replaced given that the public will have access to them; she continued by saying the Mayor previously mentioned the possibility of adding life rings at Stephen Decatur and Heron Parks along the edges of the ponds. Ms. Dufendach agreed is important to continue to look at options that may be available.

Discussion followed regarding the possibility of incorporating Pickleball courts at park locations. Ms. Bohlen said the Town began to receive phone calls from the public inquiring about the addition of pickleball courts shortly after the tennis courts were completed at Stephen Decatur Park. Public Works Director Jimmy Charles said the sport is becoming very popular; he added that he believes the addition of pickleball courts would be well-received by the community. Mr. Charles explained it would be possible to convert two sections of the existing tennis courts into pickleball courts and asked if the idea is one the Parks Commission members want to consider. Ms. Bohlen clarified that the proposed plan would keep two tennis courts intact and convert the remaining courts into six pickleball courts.

Mr. Charles emphasized that it would be important to start thinking about the project budget within the next month and a half if the consensus was to move forward. Ms. Bohlen said she is reluctant to eliminate two of the tennis courts and suggested they start with one; Mr. Charles said it may be possible to eliminate one court and add two or three pickleball courts depending on the required dimensions. Ms. Dufendach said they have invested a lot into the tennis courts, and she is not in favor of switching any over; she acknowledged that it would be an expensive job to convert the remaining space into a new space for pickleball. Ms. Hooper asked if any of the vacant space could be used for a court. Mr. Charles asked if the space she is referring to is the back section where the walls are located; Ms. Hooper confirmed. Mr. Charles said it is only one area of a certain length. Ms. Bohlen added that grant funding was used to redo the tennis courts and said she questions whether any changes would be entertained because of it. Ms. Dufendach said she thought there was a condition in the grant to allow for County use of the tennis courts; Ms. Bohlen said it was not a requirement, but she acknowledged it was certainly helpful. Ms. Dufendach added that she feels it would be better to remain focused on expanding the usage of the tennis courts rather than convert any to pickleball at this time.

Ms. Stearns asked if pickleball could be added on each side of the racquetball area; Mr. Charles said he would have to measure the inside diameter. He added that he feels more than one pickleball court would have to be added to attract groups of people to the courts to play. Ms. Bohlen said she feels

they can do away with one of the handball courts as she doubts two of them are in use at once. Ms. Stearns said she believes people want a pickleball court, adding it would be nice to accommodate them. Ms. Bohlen said she would reach out to the Grantor as well as explore the idea of converting the handball courts over as an alternative; she asked the commission members to give some thought as to how it may be possible to get a sense of how often the handball courts are being used.

Ms. Stearns added that she has frequented the park for many years and has never seen anyone use the handball courts aside from kids that look like they may be up to no good. Public Works Superintendent Cody Chesser said paraphernalia has been found on the courts that are indicative of mischief taking place; he said his crew has had to repaint the court several times. Mr. Charles said he will continue to research other ideas and alternatives for use of the space that was discussed.

Mr. Wiley said one hundred more bricks became available at Burbage Park.

Ms. Bohlen said that something must be done about the Rule Signs throughout the parks, particularly if the times of the lights change. She said she would like to consider an alternative to the large signs that are currently in place. Ms. Dufendach suggested a QR sign; Ms. Bohlen said she felt a large sign with the main rules would suffice and can include a QR code to review the rules further.

Mr. Wiley asked if there was any information stating what types of plants can be planted in the park, asking if the plants should be native species; Ms. Bohlen said yes, adding it is not part of the Parks Rules but is part of the donation program.

Ms. Dufendach moved to adjourn the meeting; Mr. Wiley seconded, and the meeting adjourned at approximately 6:12 PM.

Respectfully Submitted,

Kate Daub

Kate Daub
Administrative Assistant



SATURDAY, APRIL 8, 10-5

Agenda Item 3a

BERLIN SPRING CELEBRATION



SHAKE IT UP JAM 
WITH LISA MATHEWS

CARNIVAL GAMES
EGG HUNT
BONNET PARADE



UPCOMING
EVENTS

just walk WORCESTER

The health department and community partners encourage you to visit one of our local parks and take a walk with your family, friends, and neighbors.

OCTOBER 5, 2022

WALK MARYLAND DAY & SCAVENGER HUNT, 8AM-5PM

- CYPRESS PARK, 7 BRIDGE ST, POCOMOKE, MD
- BYRD PARK, 400 DIGHTON AVE, SNOW HILL, MD
- STEPHEN DECATUR PARK, TRIPOLI ST, BERLIN, MD

NOVEMBER 4, 2022

BERLIN FALL GLOW WALK, 5:30PM

- STEPHEN DECATUR PARK, TRIPOLI ST, BERLIN, MD

DECEMBER 5-17, 2022

12 DAYS OF JUST WALK, (SELF-DIRECTED) 8AM-5PM

- NEWTOWN PARK, 2001 GROTON ROAD, POCOMOKE, MD
- BYRD PARK, 400 DIGHTON AVE, SNOW HILL, MD
- HERRING CREEK NATURE PARK, 12500 NATURE PARK DR, OCEAN CITY, MD



For more information contact:
Worcester County Health Department
410-632-1100 Ext. 1108

To sign-up for *Just Walk* visit justwalkworcester.org



EST. 1945



FORMERLY AMERICAN TENNIS COURTS

CERTIFIED MINORITY BUSINESS ENTERPRISE

TO: Town of Berlin
309 William Street
Berlin, MD 21811

DATE: January 24th, 2023

ATTN: Mr. Jimmy Charles

EMAIL: jcharles@berlinmd.gov

FROM: CJ Gerbes

PHONE: (443) 608-3256

RE: Conversion of two (2) Tennis Courts into six (6) Pickleball courts Court @ Stephen Decatur Park

TOTAL NUMBER OF PAGES (Including Cover Sheet): 4

Mr. Charles:

We are pleased to submit the following lump price of **\$91,752.00**, to perform the work specified therein, at the above referenced project.

- A) Demo and dispose of four (4) tennis net posts and two (2) center anchors. Fill and repair these areas to be flush with the surface.
- B) Furnish and install 4' green vinyl coated fencing system (approx. 116 LF) to act as barrier fence between the baselines of the pickleball courts.
- C) Furnish and install a total of three (3) pedestrian gates.
- D) Furnish and install twelve (12) concrete pickleball net post foundations. Foundations shall be 2'x2'x3' in depth, and bell-shaped at the bottom. Ground sleeves shall be constructed of a schedule 40 PVC pipe and fitted with an airtight cannon plug to prevent concrete seepage into the sleeve.
- E) Furnish and install six (6) concrete center tie down anchors. Anchors shall be a "Sure Grip" heavy duty tie down anchor set into a concrete foundation 12" x 12" x 12".

- F) Furnish and install one (1) coat of **PREMIER COATINGS®** Acrylic Resurfacer over entire court surface.
- G) Furnish and install three (3) coats of **PREMIER COATINGS®** Acrylic Color Sealer, the 100% acrylic color-in-depth surfacing system in the standard color(s) of your choice.
- H) Layout, tape and hand paint six (6) sets of Pickleball playing lines with **PREMIER COATINGS®** Acrylic Line Paint.
- I) Install six (6) sets of Douglas Tournament Pickleball net posts.
- J) Install six (6) Douglas Pickleball nets.

NOTE: PROPER ACCESS TO BE PROVIDED BY OTHERS. UTILITIES AND/OR GAS LINES TO BE MARKED BY OTHERS. WATER SUPPLY TO BE PROVIDED BY OTHERS. THE ABOVE PRICING IS FOR THE LISTED ITEMS ONLY. NO OTHER ITEMS ARE INFERRED OR IMPLIED AND NO OTHER ITEMS, WHETHER IN THE SPECIFICATIONS OR DRAWINGS, WILL BE PERFORMED FOR THESE ITEM PRICES. OLD TENNIS NET POST FOOTINGS AND NEW FENCE FOOTERS IN THE SURFACE MAY HAVE CRACKING IN TIME DUE TO DIFFERENT EXPANSION / CONTRACTION RATES (ASPHALT VS CONCRETE).

CONDITIONS

Permits, if necessary, to be obtained by and paid for by others. ATC CORP will be using heavy trucks and equipment to perform the work set forth in this proposal. Proper access to be provided by Customer, or Customer's representative. ATC CORP, is not responsible and Customer agrees to hold ATC CORP, harmless for all damage(s) incurred by mobilization through provided access, and to any unavoidable disturbance to the area adjacent to the work (or access route), unless specifically provided for in this contract. Landscaping, seeding, sodding, or topsoil not included in base bid. The cost to repair any unforeseen failure of the existing sub-base, base, surface or fence system that is encountered during the execution of this contract will be charged to the Customer on a time plus materials basis. Vegetative growth on and around track area is to be treated with herbicide and/or removed by others, prior to commencement of work. The cost of the removal and or treatment of such vegetative growth shall be paid for by others. Quoted price is based upon the paving being delivered to ATC CORP, in acceptable condition. Due to the temperature and climatic conditions, the surface may not be installed when the ambient temperature is less than 60 degrees Fahrenheit, or when rain is imminent. Quoted price is based upon performing the proposed scope of work in a single mobilization. Any additional mobilization(s) that are required due to any negligence, oversight, or misrepresentation by the Customer (or Customer's representative) or due to events beyond the control of ATC CORP, shall result in an additional charge to be paid by the Customer. This additional charge will be computed, and subsequently authorized by the Customer (or Customer's representative) prior to any re-mobilization. Customer will be responsible for prohibiting access on the track and events by general public, animals, wildlife, employees, school personnel and others during performance of our work. Any damages resulting from persons other than employees of ATC CORP, shall be the responsibility of Customer. This proposal, when executed by the Customer, shall be a binding and enforceable contract between the Customer and ATC CORP, In the event the Customer accepts this proposal, but requires ATC CORP, to execute a separate written contract, the Customer agrees that this proposal will be incorporated by reference into and become a part of the separate written contract, and if there are any conflicts between the terms of the separate written contract and this proposal, the terms of this proposal shall prevail. In the event that Customer maintains ATC CORP, is not complying with the terms

and conditions of this proposal, it shall immediately provide written notice to the ATC CORP, representative who has signed below of the basis of ATC CORP's non-compliance with the proposal, and/or any other problems concerning ATC CORP's performance of its work. Notification to any other individuals shall not be binding on ATC CORP. Any claim for back-charges must be submitted in writing to the ATC CORP, representative who has signed below within five (5) calendar days of said occurrence or such claim shall be deemed waived by Customer. ATC CORP, shall not be responsible for the unavailability of supplies/materials or for any delays or delay damages caused by said unavailability of supplies/materials when the shortage is caused by an event beyond ATC CORP's control. Any controversy or claim arising under, or relating to this proposal, or the breach thereof, shall be settled by arbitration if ATC CORP, in its sole discretion elects to arbitrate the controversy or claim in lieu of litigation. If ATC CORP, elects to arbitrate; Subcontractor expressly consents to arbitration in Baltimore County, Maryland, which shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Any award rendered in any arbitration arising out of a dispute regarding the work of this proposal, shall be enforceable in the circuit court of any county in the State of Maryland. If ATC CORP, in its sole discretion elects to waive arbitration, any controversy or claim shall be resolved by formal litigation in a court of competent jurisdiction in the State of Maryland and the Customer consents to the personal jurisdiction of the State of Maryland. This proposal shall be construed in accordance with the laws of the State of Maryland. **Unless otherwise agreed to by ATC CORP, acceptance of this proposal requires that the Customer sign, date and return the executed proposal to ATC CORP, so that it is received by ATC CORP, within 30 days of the date of the proposal. The price(s) in this proposal is/are valid for a period of 30 days from the date of the proposal, and if this proposal is not accepted by the Customer within such time frame, this proposal shall be deemed null and void. The price(s) in this proposal was/were calculated based upon the assumption that the work set forth herein would be completed within 30 days of acceptance of the proposal. In the event that this proposal is accepted, but ATC CORP is not able to perform the work of this proposal within such a timeframe, for reasons beyond the reasonable control of ATC CORP, ATC CORP shall be entitled to additional compensation associated with any delays or price increases that are caused by such delay in the performance of its work.**

PAYMENT TERMS

A properly executed contract is due upon acceptance of this proposal. Monthly progress payments due for all work completed that month, up until project completion. If Customer fails to pay ATC CORP in accordance with the payment terms set forth in this proposal, ATC CORP shall be entitled to, but not obligated to, suspend its work and/or terminate its contract with the Customer, if the Customer fails to pay invoices when due. In the event of such a suspension or termination by ATC CORP, ATC CORP shall have no obligation to the Customer for the resolution of uncompleted work. In the event of such a suspension or termination by ATC CORP, Customer agrees to defend and indemnify ATC CORP from any and all claims, causes of action or damages resulting from the suspension or termination. In the event of suspension by ATC CORP, Customer agrees that if ATC CORP is subsequently directed to remobilize to the project, ATC CORP shall be entitled to a remobilization fee, which shall be determined by ATC CORP and is to be paid prior to any remobilization as well as any impact, delay and/or acceleration damages, including but not limited to extended home office and field overhead. Customer agrees to pay ATC CORP in full, including retainage (if applicable); within 30 days after the work set forth in this proposal has been completed.

If you have any questions, or if I can be of further service to you, now or in the future, please do not hesitate to contact me at 443-608-3256.

Very Truly Yours,

CJ GERBES

CJ Gerbes

ATC CORP

Customer signature:

Printed name:

Title:

Date:

PLAYING AREA COLOR: _____

KITCHEN AREA COLOR: _____

BORDER COLOR: _____

PLAYING LINE COLOR: _____

**PROGRAM OPEN SPACE ANNUAL PROGRAM FOR DEVELOPMENT
FISCAL YEAR 2024**

<u>Sponsor</u>	<u>Project Name, Project Description</u>			<u>Acreage Project</u>	<u>Source of Funds (for Annual Program Only)</u>			
					<u>Total</u>	<u>Local</u>	<u>State(POS Local Funds)</u>	<u>Federal</u>
BERLIN								
1	Stephen Decatur Park:	Map 302	Parcel 873					
	Inclusive Playground Components			<.5				
2	Skate Park Study							
	Engage contractor to assess suitable locations/other aspects							
TOTALS								

Berlin Projects							
Captial Improvement Plan:	Location:	Acerage to Acquire:	Develop?	Rehabilitate?	Estimated Cost:	Actual Cost	Description:
1. Permanent Restrooms	Stephen Decatur Park	0	X		210,000		Completion expected in the spring of 2022 - Bids received were far in excess of available funding; Unknown when project will occur but we are still keeping it on our list
2. Walking Path	Stephen Decatur Park	0		X		55,000	Replacement of existing rubberized path. - Completed 2022
3. Basketball Court Lighting	Henry Park	0	X			95,200	Basketball lights for existing court. - Project currently underway (01.19.23) expected to be complete by mid-February, with "opening" in late winter/early spring
4. Table Tennis Park	John Howard Burbage Park	0	X			27,000	This would include equipment, parking, and landscaping.
5. Playground Equipment	Henry, Deactur Park	0		X	1,000,000		This estimate is for Decatur Park only and is based on a concept currently under review for a Community Parks and Playgrounds grant
6. Dog Park	TBD	TBD	X		???		
7. SAM Boxes	Decatur and Heron Park Ponds	0		X	???		
8. Walking Path	Heron Park	0	X		???		
9. Fishing Pier	Heron Park	0	X		???		
10. Entertainment Pavillion	TBD	TBD	X		???		
	Total:	0		Total:	1,210,000		