



**BERLIN MAYOR AND COUNCIL  
Meeting Agenda**

**Berlin Town Hall  
10 William Street  
Monday, November 10, 2025**

**5:00 PM      CLOSED SESSION – Conference Room**

STATUTORY AUTHORITY TO CLOSE SESSION, General Provisions Article, §3- 305(b): (1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals; (7) To consult with counsel to obtain legal advice on a legal matter.

**6:00 PM      CALL TO ORDER, REGULAR SESSION – Council Chambers**

**1. 6:05 PM      APPROVAL OF MINUTES: (*Strategic Plan: DS1*)**

- a) Closed Session Minutes of 10.27.25
- b) Regular Session Minutes of 10.27.25

**2. 6:10 PM      DISCUSSION(S): Berlin License Plates Benefiting New Community Center & Fire Pits Discussion – Mayor Zack Tyndall, Finance Director Natalie Saleh, & Acting Planning Director Ryan Hardesty (*Strategic Plan: DS1, AS4; DS4, AS1*)**

**3. 6:25 PM      PUBLIC HEARING: Ordinance 2025-05 Amending Chapter 32, § 266 Speed Cameras Violations and Penalties – Town Attorney David Gaskill & Chief of Police Arnold Downing (*Strategic Plan: DS2, AS1*)**

**4. 6:35 PM      ITEM(S) FOR APPROVAL:**

*A public comment period will now be offered after discussion by the Mayor and Council for each Item For Approval. Any person who may wish to speak will be given two (2) minutes or such time as may be deemed appropriate by the Mayor.*

- a) Motion 2025-61: Town Hall Renovations Bidding – Mayor Zack Tyndall & Architect Daniele Haley (*Strategic Plan: DS1*)
- b) Motion 2025-62: Motion for Award of Contract for Comprehensive Plan Update – Town Administrator Mary Bohlen & Acting Planning Director Ryan Hardesty (*Strategic Plan: DS3; DS4, AS1*)
- c) Motion 2025-63: Land Swap Agreement – Mayor Zack Tyndall & EKM Law Emily Mills (*Strategic Plan: DS4, AS1*)
- d) Motion 2025-64: Approve Valve Replacement Invoice for Payment – Water Resources Director Jamey Latchum (*Strategic Plan: DS3, AS3*)
- e) Motion 2025-65: Approve Outsourcing Utility Billing, Vendor Selection – Finance Director Natalie Saleh (*Strategic Plan: DS4*)
- f) Motion 2025-66: Approve Tyler Migration to Cloud - Finance Director Natalie Saleh (*Strategic Plan: DS4*)

**5. 7:15 PM      PRESENTATION: Eagle Scout Nature Trail Walking Bridges – Parker Gill (*Strategic Plan: DS6, AS4*)**

**6. 7:30 PM      REPORTS: Town Administrator's Report, Departmental Reports (*Strategic Plan: DS1; DS4*)**

**7. 7:35 PM      COMMENTS FROM THE PUBLIC (*Strategic Plan: DS4; DS5*)**

*Anyone wishing to speak during COMMENTS FROM THE PUBLIC at the Regular Session may do so for up to five (5) minutes, or as determined by the Mayor. Please state your name, street, and the subject you wish to address.*

**8. 7:40 PM      COMMENTS FROM THE COUNCIL**

**9. 7:50 PM      COMMENTS FROM THE MAYOR**

- a) Comments from the Mayor's Executive Assistant – Executive Assistant Sara Gorfinkel
- b) Comments from the Mayor – Mayor Zack Tyndall

**10. 7:55 PM COMMENTS FROM THE PRESS**

**11. 8:00 PM ADJOURNMENT**

To access the Meeting via Facebook, please click the blue Facebook icon at the top of any page on [www.berlinmd.gov](http://www.berlinmd.gov), or type @townofberlinmd in the Facebook search bar. QR code links to online packet and Strategic Plan. Anyone having questions about the meetings mentioned above or needing special accommodations should contact Town Administrator Mary Bohlen at (410) 641-2770. 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/outside Maryland dial 1-800-735-2258.



CLOSED SESSION  
MAYOR AND COUNCIL OF BERLIN MARYLAND  
Monday, October 27, 2025

**Present:** Mayor Zack Tyndall, V-P Dean Burrell, Councilmembers Steve Green, Jay Knerr, Shaneka Nichols, and Jack Orris

**Staff Present:** Town Administrator Mary Bohlen and Town Attorney Dave Gaskill; Meeting was re-convened following the Regular Session at which time Police Chief Arnold Downing joined.

**Absent:** Human Resources Director Kelsey Jensen

**Others present:** none

**Authority to close session:** Pursuant to Maryland General Provisions Article; Sec 3-305(b):

- (1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals; and

Beginning at approximately 5:00 PM, the motion and vote to go into Closed Session were held in the Council Chambers and streamed live via Facebook. Mayor Tyndall read the Closed Session Summary, which is attached and incorporated into these Minutes upon approval. With no questions or comments from the public and following a motion by Councilmember Knerr and second by Councilmember Nichols, approval was unanimous to go into Closed Session.

The Facebook feed was ended and the group moved to the Conference Room.

REMAINDER OF MINUTES REDACTED FOR INCLUSION IN OPEN RECORD
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Councilmember Orris moved to recess and go into the Regular Session, with the intent to re-convene following the regular session.

The group left the conference room and moved into the Council Chamber to begin the Regular Session at approximately 6:35 PM.

Following the adjournment of the Regular Session at approximately 9:00 PM and on the motion of Councilmember Orris, second by Councilmember Knerr, the Closed Session reconvened in the conference room.

Following a motion by Councilmember Green, second by Councilmember Orris, the Meeting adjourned at approximately 10:36 PM.

Respectfully Submitted,

**MTB**

Mary T. Bohlen  
Town Administrator

Attachment: Closed Session Summary of October 27, 2025



### Closed Session Summary

To be included in the minutes in the next Open Meeting

#### 1. Statement of the time, place, and purpose of the closed session:

- a. Time of closed session: Monday, October 27, 2025, 5:00 PM; Reconvened following Regular Session at 9:00 PM.
- b. Place (location) of closed session: Vote to Close: Mayor and Council Chambers.  
Meeting: 2<sup>nd</sup> Floor Conference Room
- c. Purpose of the closed session: Regarding a personnel matter.
- d. Date and time that we will return to public meeting: Monday, October 27, 2025, 6:00 PM

#### 2. Record of the vote of each member as to closing the session:

- a. Motion to close meeting made by: Knerr
- b. Second by: Nichols
- c. Members voting in favor: Burrell, Green, Orris
- d. Members opposed: none
- e. Members abstaining: none
- f. Members absent: none

#### 3. Statutory authority to close session:

This meeting was closed under the following provisions of General Provisions Article § 3-305(b)

- (1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals.

#### Listing of each topic actually discussed, persons present, and each action taken in the session:

Topic description	Persons present for discussion	Action taken/each recorded vote
Personnel matter	Z. Tyndall, D. Burrell, S. Green, S. Nichols, J. Orris M. Bohlen, D. Gaskill  For re-convened session above joined by Police Chief A. Downing	No motion or vote.

This statement was made by: Mayor Zack Tyndall, presiding officer

List members who have received open meetings training (at least one member must be in attendance during closed session): Mayor Zack Tyndall, Councilmember Jack Orris, Town Administrator Mary Bohlen, Human Resources Director Kelsey Jensen, Town Attorney David Gaskill, Special Projects Administrator Kate Daub.



**BERLIN MAYOR AND COUNCIL**  
**Meeting Minutes**  
**Monday, October 27, 2025**

**6:00 PM      REGULAR SESSION – Berlin Town Hall Council Chambers**

**Present:** Mayor Zackery Tyndall, Vice President Dean Burrell, Councilmembers Steve Green, Jay Knerr, Shaneka Nichols, and Jack Orris.

**Staff Present:** Town Administrator Mary Bohlen, Town Attorney David Gaskill, Economic and Community Development Director Ivy Wells, Finance Director Natalie Saleh, Director of Public Works Jimmy Charles, Water Resources Director Jamey Latchum, Chief of Police Arnold Downing, Mayor's Executive Administrative Assistant Sara Gorfinkel, Special Projects Administrator Kate Daub, and Administrative Assistant Laura Brown.

This meeting was also broadcast live via Facebook. Prior to the moment of silence and the Pledge of Allegiance, Mayor Zackery Tyndall remembered Delegate Charles Otto who had recently passed and been laid to rest. Mayor Tyndall called the meeting to order at approximately 6:35 PM.

1. Approval of Minutes (Strategic Plan: DS1):

- a. Closed Session of 10.14.25
- b. Regular Session of 10.14.25

Councilmember Green noted a correction to his comment regarding room tax under “Comments from the Council” in the Regular Session minutes of 10.14.25. The minutes originally stated that he discussed the need for the Mayor and Council to consider raising the room tax. This was corrected to reflect that he discussed the need for the Mayor and Council to consider sending a letter to the County in support of raising the County room tax. The Regular Session of 10.27.25 minutes were updated accordingly.

On the motion of Councilmember Green, second by Councilmember Orris, the Closed Session of 10.14.25 minutes and Regular Session of 10.14.25, with the correction, were approved by the following vote:

Name	Counted toward Quorum				
	Aye	No	Abstain	Recused	Absent
Dean Burrell, VP	X				
Steve Green	X				
Jay Knerr	X				
Shaneka Nichols	X				
Jack Orris	X				
<i>Voting Tally</i>	5				

2. Presentation: Oktoberfest Fundraising Collaboration – Destination Growth Partners Ann Hillyer  
(*Strategic Plan: DS1, AS1*)

Ann Hillyer, Executive with Destination Growth Partners (DGP), discussed her organization's commitment to supporting local businesses and responsible tourism growth. Ms. Hillyer reviewed beer sales, volunteer support, and advance ticket sales, noting the popularity of the stainless-steel mug included with each purchase. She stated that next year's event will feature local beer along with seasonal selections. Ms. Hillyer reported that restaurants and merchants experienced increased sales during the event and presented a check for \$10,000 to the Town.

Mayor Tyndall thanked Ms. Hillyer and DGP for their efforts and stated that Oktoberfest was a successful event. Economic and Community Development Director Ivy Wells expressed appreciation for the partnership, noting that DGP assumed responsibilities related to security, volunteer management, and presale coordination, which alleviated operational pressure on Town staff. Ms. Wells reported that Chief of Police Arnold Downing confirmed there were no post-event issues and emphasized the importance of additional support in managing large-scale events, thanking DGP for their assistance.

3. Proclamations:

a. Proclamation 2025-13: Recognizing Veterans & Military Families Month – Mayor Zack Tyndall (*Strategic Plan: DS1, AS1*)

Mayor Tyndall presented a proclamation that recognized November 2025 as Veterans and Military Families Month in the Town of Berlin. The proclamation honored the service and sacrifices of veterans and military families, acknowledged their contributions to protecting the nation and supported deployed service members, and expressed the Town's gratitude for their commitment and resilience.

b. Proclamation 2025-14: Operation Green Light – Mayor Zack Tyndall (*Strategic Plan: DS1, AS1*)

Mayor Tyndall recognized Operation Green Light for Veterans. The proclamation honored veterans for their service and sacrifices, acknowledged the challenges many face transitioning to civilian life, and affirmed the Town's support for former service members. The Mayor and Council declared the week leading up to Veterans Day 2025 as a time to honor veterans, encouraging residents and businesses to display green lights from November 4–11, 2025, in recognition of their contributions. Mayor Tyndall noted the streetlights surrounding Town Hall, uplighting, and the lighting at the War will be turned green in honor of Operation Green Light.

4. First Reading: Ordinance 2025-05 Amending Chapter 32, § 266 Speed Cameras Violations and Penalties – Town Attorney David Gaskill & Chief of Police Arnold Downing (*Strategic Plan: DS2, AS1*)

Mayor Tyndall opened the First Reading of Ordinance 2025-05, noting that the updates were mandated by the state. Town Attorney Dave Gaskill reviewed the revisions to speed camera fines, which became tiered as of October 1, 2025. The fines were as follows: 12–15 MPH over the limit, \$40; 16–19 MPH over the limit, \$70; 20–29 MPH over the limit, \$120; 30–39 MPH over the limit, \$230; and 40+ MPH over the limit, \$425. Chief Downing noted that few drivers in Berlin exceed the

second-tier fine of 16–19 MPH over the limit. Mayor Tyndall announced that the Public Hearing on the ordinance will take place on Monday, November 10, 2025.

5. Items for Approval:

- a. Motion 2025-58: Town of Berlin 2026 Events – Economic & Community Development  
Director Ivy Wells & Event Coordinator Allison Early (*Strategic Plan: DS1, AS1*)

Ms. Wells presented the 2026 Town-sponsored events calendar, noting a correction to the Oktoberfest date on the County alcohol authorization letter, which was updated from October 14, 2026, to October 17, 2026, after the packet was distributed. Mayor Tyndall stated that Berlin Clean Up Day should be removed from the calendar, as the event was discontinued in 2025. In response to a question from Councilmember Orris regarding the 12-hour parade timeframe, Ms. Wells explained this was in alignment with road closures. She also noted that events not listed on the calendar are organized by the Berlin Chamber of Commerce or the Taylor House Museum.

Vice President Burrell recognized the Public Works Department for their support of Town events and commended their efforts. Councilmember Knerr echoed praise for Oktoberfest and commented on the large turnout. He asked whether beer lines could be reduced, and Ms. Wells stated the layout would be revised for 2026, including the location of beer trucks and increasing the number of portable restrooms. She also noted plans to include local beer trucks in the beer garden. Councilmember Knerr also asked about stage placement, and Ms. Wells explained the location was selected to allow a quieter area for attendees and to maintain distance from the children's zone.

Councilmember Green observed that only four Town events were listed on the County alcohol letter and asked how many were traditionally included. Ms. Wells stated typically five to six events were included.

During public comment, Mr. Matt Borrelli, owner of Sterling Tavern, suggested moving the New Year's Eve children's ball drop from 6 PM to 8 or 9 PM to better support downtown businesses, noting that crowds dispersed shortly after the 6:00 PM drop in 2025. Town Administrator Bohlen explained the 6 PM time was chosen as a nod to Berlin, Germany, being six hours ahead. Ms. Wells added that the timing was intended as a playful connection to Berlin, Germany, and stated she was open to considering a later time for the ball drop.

On the motion of Vice President Burrell, second by Councilmember Knerr, Motion 2025-58: Town of Berlin 2026 Events was adopted by the following vote:

Name	Counted toward Quorum				
	Aye	No	Abstain	Recused	Absent
Dean Burrell, VP	X				
Steve Green	X				
Jay Knerr	X				
Shaneka Nichols	X				
Jack Orris	X				
<i>Voting Tally</i>	5				

- b. Motion 2025-59: Taylor House Museum 2026 Events – Museum Administrator Heather Nottingham & Taylor House Museum Board Member Carol Rose (*Strategic Plan: DS1, AS1*)

Carol Rose, Taylor House Museum Board Member, and Museum Administrator Heather Nottingham presented the museum's 2026 events. Councilmember Knerr asked whether there had been discussion about closing Main Street for the Peach Festival. Ms. Rose stated there was no desire to close the street, and Ms. Nottingham explained that the event is intentionally held without a street closure to encourage attendees to visit downtown businesses and local nonprofits. Director of Public Works Jimmy Charles noted he had purchased additional cones, barricades, and rails to help keep pedestrians on sidewalks, and temporary crosswalks were being considered to improve safety. Mayor Tyndall asked whether parking should be restricted on Main Street during the event, and Mr. Charles stated it would help alleviate congestion. Chief Downing added that there had been issues with merchants placing sandwich boards and merchandise on sidewalks during events, and sidewalks must remain clear for pedestrians.

On the motion of Councilmember Green, second by Councilmember Nichols, Motion 2025-59: Taylor House Museum 2026 Events was adopted by the following vote:

Name	Counted toward Quorum				
	Aye	No	Abstain	Recused	Absent
Dean Burrell, VP	X				
Steve Green	X				
Jay Knerr	X				
Shaneka Nichols	X				
Jack Orris	X				
<i>Voting Tally</i>	5				

- c. Motion 2025-60: Chamber of Commerce 2026 Events – Chamber President Garrett Neville & Past Chamber President Cindi Krempel (*Strategic Plan: DS1, AS1*)

Chamber of Commerce representative Garrett Neville reviewed the Chamber's planned 2026 events. He noted the spring cruisers event had a large draw from Ocean City. The Chili Pepper event time was moved later in the day, from 3:00 PM to 8:00 PM, to avoid mid-day heat. The Fiddler's Convention was moved to a different weekend to align with the event in Salisbury. Mayor Tyndall asked Ms. Wells if the modifications previously discussed had been made, and Ms. Wells stated she believed so. Mr. Neville explained the Jazz & Blues event was postponed until 2027, and the Chamber was planning a few new events to be held in Stephen Decatur Park. Councilmember Orris asked what events were planned for the park, and Mr. Neville stated an art event and a cookout event are being considered.

Councilmember Orris then inquired about how many businesses were located in the Town of Berlin and how many were Chamber members. Mr. Neville stated there were approximately 170 Chamber members, which was about half of the Town's businesses. Councilmember

Orris asked about the process for Chamber businesses versus non-Chamber businesses, particularly in regard to competing vendors. Mr. Neville explained that the Chamber worked to avoid vendor duplication, but anyone who wanted to set up and work the full day would be taken into consideration. Mayor Tyndall reiterated that all vendors must go through the Town's Economic and Development Department before receiving final approval. Councilmember Orris asked for clarification regarding Friday activities for the Fiddler's Convention and whether the Chamber anticipated the event running both days. Mr. Neville stated it was still to be determined, and the Chamber completed the event application to err on the side of caution.

Councilmember Orris followed up with a question about the stage setup for the Fiddler's Convention. Ms. Wells said one or two stages could be used. He asked if the stage was always located at Pitts Street and Main Street, and Mr. Neville stated they were open to constructive feedback. Councilmember Green expressed hope that Friday activities for the Fiddler's Convention would move forward, noting it is a great event. He also noted the 2026 date falls on the same weekend as Ocean's Calling, but believed there would still be a strong turnout. Mayor Tyndall liked the adjusted footprint for the Fiddler's Convention, and Mr. Charles added that the layout worked well. Mr. Neville reiterated that the Chamber was flexible and open to feedback.

Mr. Neville also shared the Chamber's interest in hosting a seafood festival in fall 2026. Mayor Tyndall expressed support for the idea and said a location would need to be discussed. Vice President Burrell commented that historically, the Mayor and Council do not approve new events after this point in the planning cycle, and encouraged Mr. Neville to submit details within the required timeframe. Mr. Neville noted the event may not necessarily be Chamber-sponsored. Mayor Tyndall stated he would follow up with Mr. Neville by phone to discuss further. Councilmember Knerr expressed support for utilizing parks for events.

Matt Borrelli, owner of Sterling Tavern, commented on how successful existing events were and urged the Mayor and Council not to make too many changes, as repeat visitors expected consistency. He believed that shifting events into the parks could negatively impact downtown businesses, as attendees may be less likely to leave the event area. Ms. Wells confirmed that all matters have been coordinated with the liquor board, and event parameters were set. Mayor Tyndall added that event layouts have been reviewed by Town staff and businesses as well.

Scott VanFossen, West Street, asked if road closure notices could be shared in advance of events so residents could plan accordingly. Mayor Tyndall stated the Town could include these updates in the monthly Berlin Bulletin and on social media. Carol Rose, Ann Drive, commended everyone for their work and asked the Mayor and Council to be mindful of closing Main Street.

On the motion of Councilmember Orris, second by Councilmember Nichols, Motion 2025-60: Chamber of Commerce 2026 Events was adopted by the following vote:

Name	Counted toward Quorum				
	Aye	No	Abstain	Recused	Absent
Dean Burrell, VP	X				
Steve Green	X				
Jay Knerr	X				
Shaneka Nichols	X				
Jack Orris	X				
<i>Voting Tally</i>	5				

6. FY2025 Financial Highlights – Finance Director Natalie Saleh (*Strategic Plan: DS4*)

Finance Director Natalie Saleh began by noting that the figures presented were not final, as the Town was awaiting finalized bond amounts. She stated that property tax remained the top revenue source for the Town, and grant totals would be adjusted post-audit. Ms. Saleh proudly highlighted the Town's interest earnings, stating they were the largest in Town history. She discussed bond proceeds, explaining they would be allocated to the Public Works facility, and that related capital outlay would be carried forward into the next fiscal year. Salary adjustments reflected filled positions after a period of understaffing. Ms. Saleh added that assigned and unassigned fund balances would also change.

Councilmember Green congratulated Ms. Saleh on the success of the Town's investments, and Mayor Tyndall noted Ms. Saleh had budgeted conservatively. Ms. Saleh expressed appreciation to the Bank of Ocean City for their partnership and credited the bank's extra authentication steps and protective measures. Town Administrator Mary Bohlen added that the Town already had multiple internal processes in place for financial security regarding checks, but the bank monitored the checks once they left Town Hall.

Ms. Saleh provided an update on the AMI Smart Metering project, commenting that the project was ongoing. There was currently a small loss, but this would be adjusted. Her primary concern moving forward was electric purchasing power due to increasing transmission costs. She shared that several electric meters can be remotely connected and disconnected. Mayor Tyndall noted the system portal will provide real-time usage data.

Ms. Saleh then discussed challenges within the Water Fund but stated that overall the fund remains in stable condition. The Town will advance \$2 million to cover expenses. She noted a loss of \$214,734, which would also be adjusted. Water Resources Director Jamey Latchum discussed cast-iron mains and their 50-year lifespan. He explained that these were implemented in 1908 and some were still in use throughout Town today. Ms. Saleh highlighted hauler fees and the innovative ways Mr. Latchum had generated revenue for the Town. She was hopeful future grants and loans would address the remaining debt. Mayor Tyndall commended Mr. Latchum and stated he should be proud given the relatively small losses. Ms. Saleh added that the Water Department's capital outlay project load was similar in scale to Washington, D.C.'s capital project load.

Vice President Burrell expressed concern about offloading waste near residential areas. Mr. Latchum explained that the manhole in use was approximately 100 feet from homes, though waste can also be hauled directly to the plant, which Vice President Burrell appreciated. Councilmember Knerr praised Mr. Latchum's performance and accomplishments. Mr. Latchum reminded attendees of the upcoming Lead Service Line Project scheduled for February and March. He mentioned some interruptions and delays were expected, but would be minimized. Ms. Bohlen added that this was the first phase of the project.

Mayor Tyndall asked how many projects hauler fees are supporting, and Mr. Latchum and Ms. Saleh confirmed three. Mr. Latchum stated the department was actively working to detect leaks. Public notices would be issued so residents can set up their own usage portals, allowing them to monitor water flow and consumption. William Street does not have portal access yet due to the Lead Service Line Project. Vice President Burrell reminded the public that alerts were a courtesy and staff cannot continuously monitor individual usage. Councilmember Green noted that residents would appreciate the portal and find it valuable.

Ms. Saleh added that the Town will revisit service fees in order to leverage grant funding. Councilmember Orris asked whether grant funding would fully cover costs, and Ms. Saleh stated it would not. She added that stormwater service fees would need to be revisited, while water and sewer fees would likely remain unchanged.

7. Reports: Town Administrator's Report, Departmental Reports (*Strategic Plan: DS3, DS4*)

Ms. Bohlen noted that Town Hall would be closed from 12:30 PM to 1:30 PM on Friday, October 31st for team-building activities. Councilmember Nichols informed Ms. Wells that she had received inquiries from residents regarding the possibility of holding a flea market on Flower Street.

8. Comments from the Public (*Strategic Plan: DS4; DS5*)

Mr. VanFossen stated he attended the Buckingham School meeting and asked how up-to-date the Mayor and Council were on the current status of the project. Mayor Tyndall stated that he, Councilmember Orris, and Councilmember Knerr were a part of the committee meetings, so they were fairly up-to-date. Mr. VanFossen shared concerns regarding the West Street entrance and that an estimated 65–75 vehicles would need to exit onto West Street. He believed the increased traffic would negatively impact West Street residents, the roadway, and pedestrians and cyclists in the area.

9. Comments from the Council

Vice President Burrell announced he wore a pink tie in recognition of Breast Cancer Awareness Month and paid tribute to those who have succumbed to, were fighting, or have overcome breast cancer.

Councilmember Knerr thanked Town staff for a job well done at the Truck and Treat event and commented on the large turnout. Councilmember Nichols shared that her family enjoyed the Truck and Treat and noted that although Farmers Market season has ended, the Cross Farms Market on Flower Street would continue. She reminded everyone to continue to be kind.

Councilmember Orris stated both the tree planting and Keep Berlin Cool event as well as the new fire truck ceremony, were awesome events and he was happy to be in attendance. He expressed concerns and had questions regarding the West Street and Buckingham School plans. Mayor Tyndall offered to set up a time for Town staff to discuss and provide additional details.

Councilmember Green expressed satisfaction with the balance of the 2026 event schedule and noted the success of the Books & Brews event hosted by Taylor House Museum. He also highlighted that the West Street and Washington Street parking lot had 188 spaces utilized during Oktoberfest. He gave recognition to Worcester Youth for their contributions to the community.

#### 10. Comments from the Mayor's Office

The Mayor's Executive Assistant, Sara Gorfinkel, stated she would request that no Buckingham Elementary Project Planning meetings be scheduled on the 2nd and 4th Mondays to avoid future conflicts. She also noted that the oyster shells project was underway, and a second fundraising auction for coveted Christmas parade parking spots would be launched shortly.

Mayor Tyndall thanked Ben Allen for volunteering to assist the Mayor and Council by drilling holes into the oyster shells for the Town Christmas tree and expressed he did an outstanding job. He also gave appreciation to the Water Resources and Police Departments for locating the hidden water leak and commented that the Truck or Treat event was a success.

#### 11. Comments from the Press – None.

#### 12. Adjournment:

On the motion of Councilmember Orris, second by Councilmember Knerr, the Mayor and Council meeting was adjourned the Regular Session and reconvened the Closed Session at approximately 9:00 PM.

Name	Counted toward Quorum				
	Aye	No	Abstain	Recused	Absent
Dean Burrell, VP	X				
Steve Green	X				
Jay Knerr	X				
Shaneka Nichols	X				
Jack Orris	X				
<i>Voting Tally</i>	5				

Respectfully submitted,



Laura Brown  
Administrative Assistant

**ORDINANCE 2025-05**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND, A MARYLAND MUNICIPAL CORPORATION, AMENDING CHAPTER 32, ARTICLE VI, TITLED USE OF SPEED CAMERAS IN DESIGNATED SCHOOL ZONES, SECTION 32-266, TITLED VIOLATIONS AND PENALTIES.

BE IT ENACTED BY THE MAYOR AND COUNCIL THAT SECTION 32-266 BE AMENDED AS FOLLOWS:

Sec. 32-226. - Violations and penalties.

~~Unless the owner or driver of the motor vehicle received a citation from a police officer at the time of the violation, the owner or driver of the motor vehicle is subject to a civil penalty in the amount of \$40.00. If the motor vehicle being driven is recorded by a speed monitoring system as being operated in a school zone in excess of the posted speed limit, with such penalty to be assessed in accordance with § 21-809 of the Transportation Article of the Annotated Code of Maryland, as may be amended from time to time.~~

(A) THE OWNER OR DRIVER OF A MOTOR VEHICLE IS SUBJECT TO A CIVIL PENALTY IF THE MOTOR VEHICLE IS RECORDED BY A SPEED MONITORING SYSTEM WHILE BEING OPERATED IN VIOLATION OF THIS ARTICLE.

(I) IF THE CITATION ALLEGES THAT THE DRIVER OF THE MOTOR VEHICLE EXCEEDED THE SPEED LIMIT BY BETWEEN 12 AND 15, INCLUSIVE, MILES PER HOUR, \$40;

(II) IF THE CITATION ALLEGES THAT THE DRIVER OF THE MOTOR VEHICLE EXCEEDED THE SPEED LIMIT BY BETWEEN 16 AND 19, INCLUSIVE, MILES PER HOUR, \$70;

(III) IF THE CITATION ALLEGES THAT THE DRIVER OF THE MOTOR VEHICLE EXCEEDED THE SPEED LIMIT BY BETWEEN 20 AND 29, INCLUSIVE, MILES PER HOUR, \$120;

(IV) IF THE CITATION ALLEGES THAT THE DRIVER OF THE MOTOR VEHICLE EXCEEDED THE SPEED LIMIT BY BETWEEN 30 AND 39, INCLUSIVE, MILES PER HOUR, \$230;  
AND

(V) IF THE CITATION ALLEGES THAT THE DRIVER OF THE MOTOR VEHICLE EXCEEDED THE SPEED LIMIT BY 40 MILES PER HOUR OR MORE, \$425.

**THIS ORDINANCE** was introduced and read at a meeting of the Town Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, and thereafter a statement of the substance of the Ordinance having been published as required by law.

A PUBLIC HEARING was held, and this Ordinance was adopted this \_\_\_\_ day of \_\_\_\_\_, 2025, by the Mayor and Council of the Town of Berlin, Maryland, by the vote as indicated below:

Name	Counted toward Quorum				
	Aye	No	Abstain	Recused	Absent
Dean Burrell, VP					
Steve Green					
Jay Knerr					
Shaneka Nichols					
Jack Orris					
<i>Voting Tally</i>					

\_\_\_\_\_  
Dean Burrell, Vice-President

Approved on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by the Mayor of the Town of Berlin and was therefore effective twenty (20) calendar days later on the \_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Zackery Tyndall, Mayor

\_\_\_\_\_  
ATTEST: Mary Bohlen, Town Administrator



MOTION OF THE MAYOR AND COUNCIL 2025-61

A motion of the Mayor and Council of the Town of Berlin AUTHORIZING THE COMMENCEMENT OF THE FORMAL BIDDING PROCESS FOR THE TOWN HALL RENOVATION PROJECT.

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2025, by the Council of the Town of Berlin, Maryland, by the vote as indicated below:

Name	Counted toward Quorum				
	Aye	No	Abstain	Recused	Absent
Dean Burrell, VP					
Steve Green					
Jay Knerr					
Shaneka Nichols					
Jack Orris					
<i>Voting Tally</i>					

\_\_\_\_\_  
Dean Burrell, Sr. Vice President of the Council

Approved this \_\_\_\_ day of \_\_\_\_\_, 2025, by the Mayor of the Town of Berlin.

\_\_\_\_\_  
Zack Tyndall, Mayor, President of the Council

Attest: \_\_\_\_\_  
Mary Bohlen, Town Administrator



# Town of Berlin Town Hall Renovations



Town Council Meeting –  
November 10, 2025

1

## Team Organization



Hailey Architecture serves as the Lead Architect overseeing subconsultants for design and engineering.



SR/A Interior Architecture & Design serves as the Interior Designer and Procurement Agent for furniture, fixtures, and equipment.



IMEG provides Survey, Electrical, Plumbing, Mechanical, and Fire protection engineering design services.

2

## RENOVATIONS SCOPE OF WORK

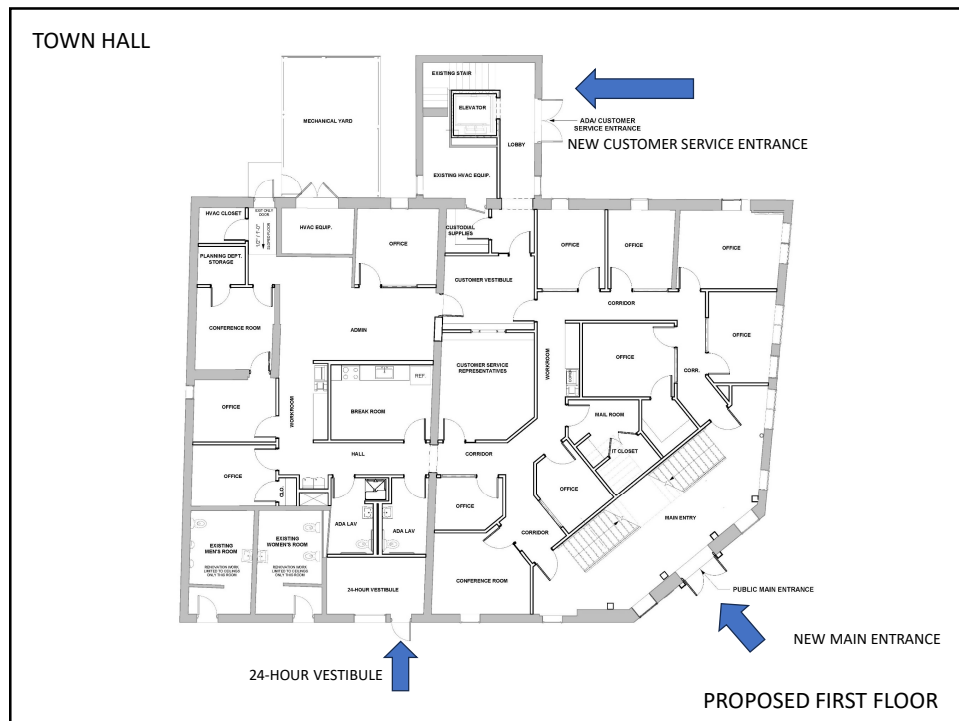
### MAJOR INTERIOR RENOVATIONS TO TOWN HALL

- NEW CUSTOMER SERVICE ENTRY WILL BE THROUGH ELEVATOR TOWER
- NEW ELEVATOR
- NEW EFFICIENT HVAC SYSTEM & LIGHTING
- AUTOMATIC FIRE SPRINKLERS
- PLANNING AND ZONING OFFICES WILL OCCUPY THE OLD POLICE DEPARTMENT SIDE OF TOWN HALL
- 24-HOUR VESTIBULE FOR VISITOR INFORMATION ON WILLIAM STREET
- RECONFIGURED OFFICES, CONFERENCE ROOMS, UPDATED FOR CODE COMPLIANCE & EFFICIENCIES
- ASBESTOS & LEAD REMEDIATION
- NETWORK, SECURITY, & FIRE ALARM UPGRADES

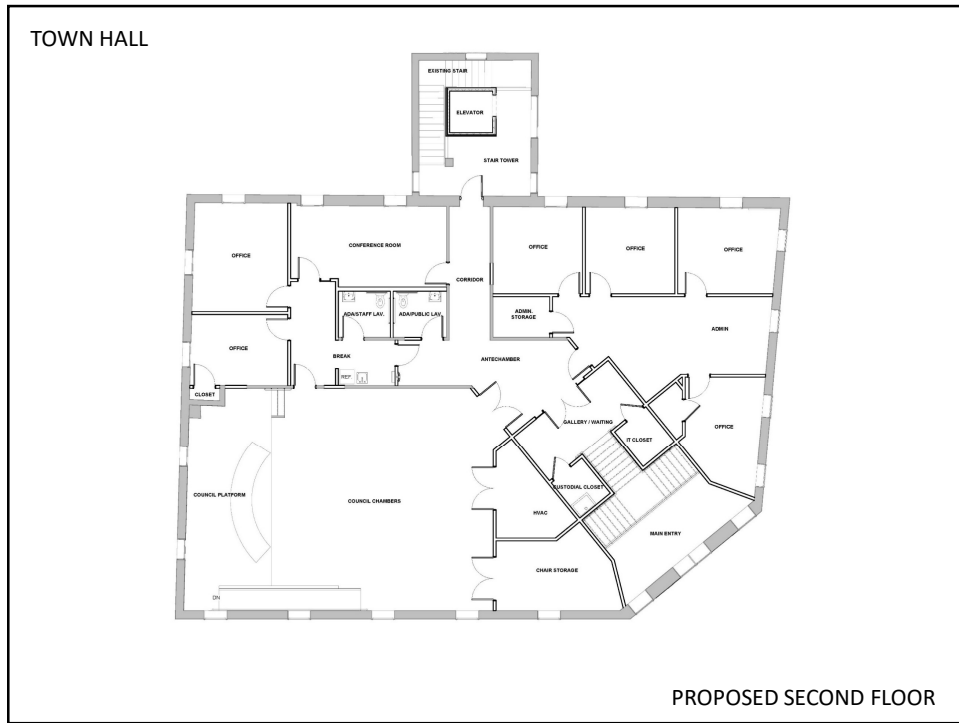
### MAJOR INTERIOR RENOVATIONS TO EXISTING PLANNING & ZONING BUILDING

- NEW ECONOMIC DEVELOPMENT OFFICES
- NEW WELCOME CENTER SPACE
- NEW EFFICIENT HVAC SYSTEM & LIGHTING
- ASBESTOS & LEAD REMEDIATION
- NETWORK, SECURITY, & FIRE ALARM UPGRADES

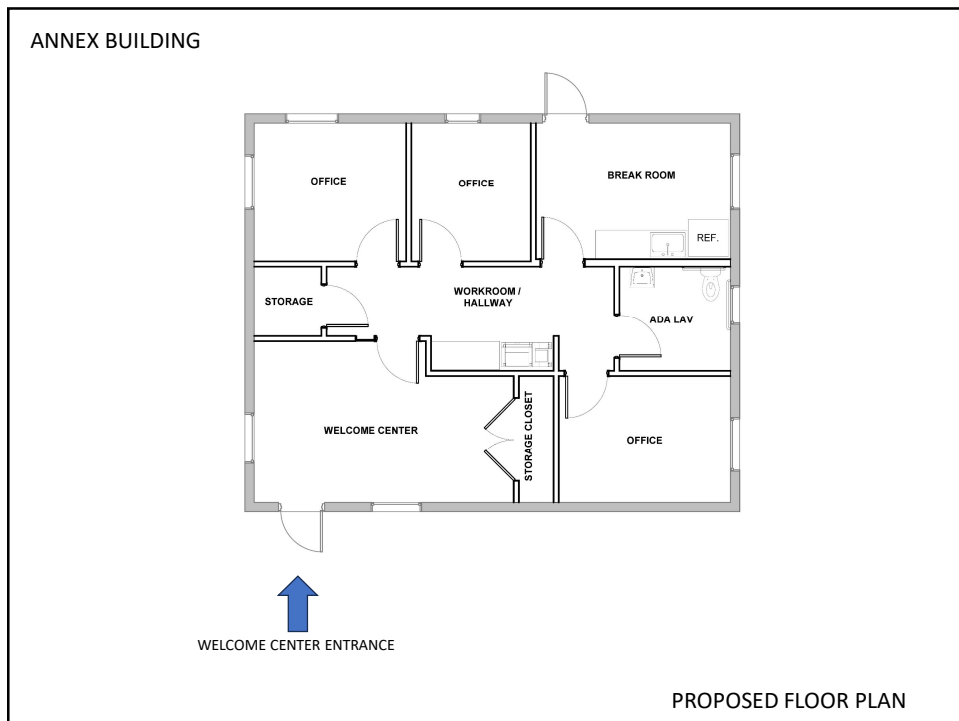
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4



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6

## PROPOSED SCHEDULE

### PROPOSED PROJECT SCHEDULE:

November 10<sup>th</sup> – Haley Arch presentation to Berlin Town Council –  
Requesting Approval to Proceed with Advertising for Bids

November 24<sup>th</sup> – 100% Construction documents due  
(permit/bid/construction-ready drawings and specifications)

December 3<sup>rd</sup> – Haley Arch presentation to Berlin Historic Commission

December 8<sup>th</sup> – Advertise for Bids

January 5<sup>th</sup> – Bid Opening

January 12<sup>th</sup> – Town Council Approval (council agenda item due 1 week  
prior)

January 13<sup>th</sup> – Construction begins (8-month duration) – September 14<sup>th</sup>  
move-in date (TENTATIVE)

7



8

# Questions and Discussions

9

# Thank You!

10



## MOTION OF THE MAYOR AND COUNCIL 2025-62

A motion of the Mayor and Council of the Town of Berlin AWARDING RFP 2025-06 COMPREHENSIVE PLAN UPDATE TO MEAD & HUNT IN THE AMOUNT OF \$99,075.

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2025, by the Council of the Town of Berlin, Maryland, by the vote as indicated below:

Name	Counted toward Quorum				
	Aye	No	Abstain	Recused	Absent
Dean Burrell, VP					
Steve Green					
Jay Knerr					
Shaneka Nichols					
Jack Orris					
<i>Voting Tally</i>					

\_\_\_\_\_  
Dean Burrell, Sr. Vice President of the Council

Approved this \_\_\_\_ day of \_\_\_\_\_, 2025, by the Mayor of the Town of Berlin.

\_\_\_\_\_  
Zack Tyndall, Mayor, President of the Council

Attest: \_\_\_\_\_  
Mary Bohlen, Town Administrator



# STAFF REPORT

**TO:** Mayor and Council

**FROM:** Ryan Hardesty, Acting Planning Director  
Mary Bohlen, Town Administrator

**MEETING DATE:** November 10, 2025

**SUBJECT:** Recommendation of Award RFP 2025-06 Comprehensive Plan Update

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## SUMMARY

Submissions in response to Request for Proposals (RFP) #2025-06: Comprehensive Plan Update were due by 3:00 PM on Friday, September 5, 2025. A total of eight proposals were received and reviewed by a selection committee comprised of two Councilmembers, two Planning Commission members, and three staff members.

Following the initial review, four firms were selected for interviews, which were held on October 21 and October 28, 2025.

After completing the interviews and follow-up evaluations, the committee recommends awarding the contract to Mead & Hunt.

---

## PROCESS

The Town of Berlin's current Comprehensive Plan, adopted in 2010, was last reviewed in 2020 with no amendments. Although this met the state's minimum ten-year review requirement, feedback from the Planning Commission, the Mayor and Council, and the community indicated that a more comprehensive update was needed. This feedback led to the decision to issue a new RFP.

The RFP was drafted with reference to similar projects from other municipalities and reviewed by the committee prior to public release.

Proposals were evaluated based on several key criteria, including (but not limited to):

1. Responsiveness to the RFP
    - Did the proposal address all required components and provide complete responses to requested items?
  2. Price
    - While the Town's project budget was not included in the RFP materials, it is publicly available on the Town's website.
    - The approved budget for this project is \$100,000.
    - Price was not the sole determining factor in selecting firms for interviews.
    - Two firms invited to interview submitted proposals exceeding the budget; they were given the opportunity to identify potential scope adjustments to align with available funds should the budget remain unchanged.
  3. Quality and Content of the Proposal
    - Editorial quality (grammar, spelling, organization, coherence)
-

- Demonstrated understanding of:
  - a. The project scope;
  - b. The Town of Berlin and its community context;
  - c. Similar projects in comparable communities;
  - d. Evidence of capacity, staffing, and resources to complete the project successfully.

After reviewing all eight submissions, the committee developed a shortlist of four firms to advance to the interview stage. Following interviews, each firm was asked to respond to follow-up questions for clarification and additional detail.

Based on these responses, two firms emerged as finalists and were provided with another set of follow-up questions. Committee members then indicated their preference, and Mead & Hunt was selected for recommendation to the Mayor and Council.

---

#### **RECOMMENDATION**

As detailed above and presented in Motion 2025-62, the selection committee recommends awarding the Comprehensive Plan Update contract to Mead & Hunt in the amount of \$99,075.

#### **Attachments:**

Bid Tally sheet

Mead & Hunt submission in response to the RFP

# RFP 2025-06 Comprehensive Plan Update

ALL BIDS ARE SUBJECT TO EVALUATION

Project Title: Comprehensive Plan Update

Company	Total Cost of Proposal	Remarks
1. BCT Design Group	83,000 79,500 - Additional Svc.	
2. AECOM	108,693	Final proposal \$99,373
3. Rossi	84,899.40	
4. Rauch	82,315	
5. Meade & Hunt	99,075	
6. Wallace Montgomery	99,755	
7. Precision	803,105	
8. DBF	90,000	
9.		

Bid Opening Info: Friday, 9/5/2025 @ 3 PM

Location: Town Hall, 10 William Street, Berlin, MD, 21811

Town Staff Present: M Bohlen, Town Administrator  
K Dawb, Spec. Projects Coordinator

Town of Berlin, Maryland

# COMPREHENSIVE PLAN UPDATE

RFP # 2025-06

September 5, 2025



Mead & Hunt, Inc.  
7055 Samuel Morse Drive, Suite 100  
Columbia, MD 21046  
443-741-3500  
[meadhunt.com](http://meadhunt.com)



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## COVER LETTER

1



SEPTEMBER 5, 2025

Mary Bohlen  
Town Administrator  
Town of Berlin  
10 William Street  
Berlin, MD 21811

**Subject: Town of Berlin, RFP #2025-06 Comprehensive Plan Update**

**Dear Ms. Mary Bohlen and Members of the Selection Committee,**

Mead & Hunt is honored to submit our proposal to partner with the Town of Berlin on its Comprehensive Plan Update. We are excited by the opportunity to work with your leadership, Planning Commission, and residents to shape a plan that reflects Berlin's values, honors its history, and supports a vibrant, resilient future. Berlin is a place defined by its people, those who live, work, and serve in the community. Many of us live and work on Maryland's Eastern Shore, and we care deeply about the future of Berlin.

We recognize that the Town's existing Comprehensive Plan, adopted in 2010 and reviewed in 2020, is ready for a thoughtful update that reflects current priorities. Our approach will align with the Town of Berlin Strategic Plan for FY2025–FY2028 and incorporate robust public engagement, social and environmental considerations, and a clear path to implementation. We believe that planning should be practical, inclusive, and forward-looking—and that it should result in a document that guides real decisions, not one that sits on a shelf.

Our team is led by Project Manager Will White, AICP, CMIT, a resident of Berlin and a regional leader in New Urban design. He is supported by Sean O'Neil, AICP, whose unique perspective comes from over 20 years as a planner for both the public and private sectors. Together, they bring a deep understanding of the challenges and opportunities facing Berlin, from housing affordability and infrastructure needs to mobility, connectivity, and environmental resilience.

In order to best suit the needs of Berlin, we partnered with George, Miles, & Buhr (GMB), a comprehensive engineering, planning, and coastal resiliency firm. For this team, GMB is focusing its specialized experience in water and wastewater and civil/site engineering. GMB is a Salisbury-based engineering firm with expertise in stormwater controls and waterway health. Mead & Hunt believes that, together, this team reflects Berlin's priorities and the seriousness with which the Town approaches its responsibilities in the Chesapeake watershed.

**Our approach begins with listening.** We will initiate a Discovery process to understand Berlin's past planning efforts, current conditions, and community aspirations. This includes a review of existing plans and ordinances, demographic and economic data, and infrastructure systems. We will work closely with Town staff, elected officials, and residents to identify key issues and opportunities, and to develop a shared vision for the future. Public engagement is central to our process. We believe that the best plans are those shaped by the people who will live with them.

**Our goal is to help Berlin grow in a sustainable, equitable, and economically sound way.** We understand the need for an update to the Comprehensive Plan, one that is both visionary and actionable, that includes clear goals, strategies, and performance measures tied to a planning horizon of 2050. Our team is committed to being a visible and responsive partner in this process.

We appreciate the opportunity to submit this proposal and look forward to the chance to work with the Town of Berlin. We believe that our team offers the right combination of expertise, local knowledge, and personal commitment to deliver an updated Comprehensive Plan that reflects Berlin's character and supports its future. Thank you for considering our proposal. If you have any questions or would like to discuss next steps, please contact our Will White, our project manager, at 443-741-3664 or [Will.White@meadhunt.com](mailto:Will.White@meadhunt.com).

Sincerely,

**Mead & Hunt, Inc.**

Allysha Lorber, PLA, AICP  
Community Planning Department Manager



## STATEMENT OF QUALIFICATIONS

2

## MEAD & HUNT: WHO WE ARE

Since 1900, Mead & Hunt has grown into a nationally recognized planning and engineering firm known for its innovative thinkers and technical experts. Our longevity is rooted in the strong, lasting relationships we've built with clients across the country. We measure our success by the success of the communities we serve.

Mead & Hunt is an employee-owned architecture, engineering, and planning firm with more than 1,400 professionals, technical specialists, and support staff in over 50 offices nationwide, including several in the Mid-Atlantic region. Our local team brings together certified planners, licensed landscape architects, professional engineers, GIS specialists, urban designers, communications professionals, and other technical experts.

### OFFICE LOCATION

- 7055 Samuel Morse Drive,  
Suite 100  
Columbia, MD 21046

### WHAT WE DO

- Land Use Planning
- Multimodal Transportation Planning & Engineering
- Urban Design
- Public Engagement
- GIS Mapping and Analysis
- Environmental Services
- Housing Studies

**Mead & Hunt offers the depth of over 120 local professional engineers, planners, and analysts.** We are experts in:

- Land use planning, scenario modeling, zoning ordinances, and development coordination
- Public engagement, socioeconomic and equity analysis, and environmental justice
- GIS modeling, mapping, and asset management
- Transportation feasibility studies, alternatives analysis, and facility design
- Transportation safety analysis, Vision Zero strategic plans, and safe systems design
- Multimodal traffic analysis, data collection, modeling, and travel forecasting
- Greenway, bicycle facility, and trail planning and design
- Freight network planning, routing, intermodal connectivity, and last-mile connectivity improvement design
- Environmental inventory, analysis, design, and permitting
- Housing studies focused on affordability, zoning, and market demand
- Water resources inventory and assessment
- Water and wastewater planning and engineering
- Stormwater management and green infrastructure planning and design
- Parks and recreation planning, programming, and facility design
- Infrastructure resiliency, climate adaptation planning, and greenhouse gas reduction strategies
- Capital programming, and performance measurement for project prioritization
- Grant writing, benefit-cost analyses, and grant management

We partner with municipalities across Maryland to provide comprehensive planning, urban design, communications, and engineering services. Our team has successfully delivered projects across Maryland and the Mid-Atlantic, from Pennsylvania to North Carolina, and we continue to bring that expertise to communities nationwide. With a deep understanding of local needs and a commitment to practical, community-focused solutions, we are ready to support the vision for Berlin's future.

# Mead&Hunt



Engineering



Construction



Architecture



Planning

# 1400

Employees

# #35

In Transportation

Top 500 Design Firms  
By Engineering News-Record



Employee  
Owned

# #82

Top 500 Design Firms  
By Engineering News-Record

# \$384

Million  
Revenue in FY 2024

# UPDATE TO COMPREHENSIVE PLAN

## ACTIVATING NATURAL RESOURCES FOR TOURISM & TOWN COHESION



### Services Provided

- Comprehensive Plan
- Urban Planning
- Economic Planning
- Flood Mitigation
- State Planning Codes
- Land Use Planning & Development
- Tourism Resources

### Dates

- 2023

### Cost

- \$100,000

### Client Contact

Vicky Rinkerman  
Town Administrator  
Port Deposit, MD  
vrinkerman@portdeposit.org  
443-554-2449

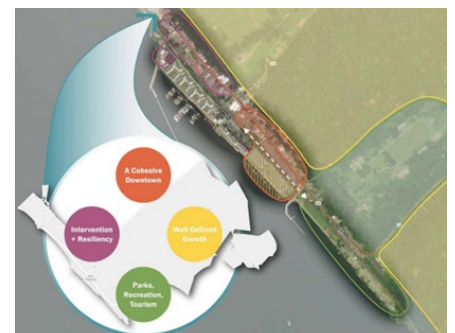
### COMPREHENSIVE PLAN UPDATE

#### PORT DEPOSIT, MD

Mead & Hunt developed a new comprehensive plan for the Town of Port Deposit, a unique Town on the east bank of the Susquehanna River with a rich history, waterfront location, and civic pride which are intrinsic to creating a high quality of life for its residents. After many years of planning, the former Bainbridge Naval Training Center site is now advancing as a business and logistics park rather than a mixed-use development that was initially proposed; this development will remake the Town's economic base and provide a platform for future growth. A key challenge, however, is to overcome routine and significant flooding in the downtown area.

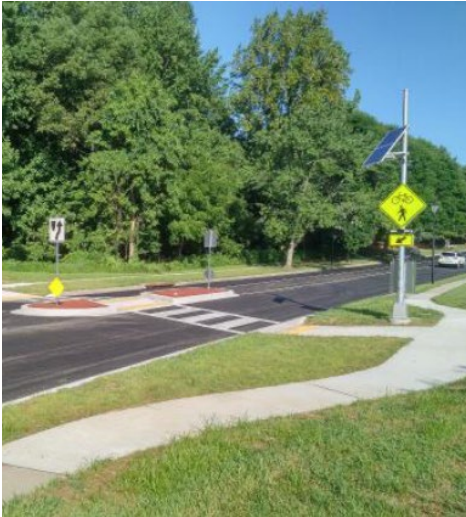
The comprehensive plan (adopted in November 2023) contained all the required elements per the State planning code, however, the plan became a more strategic document than previous efforts. The plan focuses on four key areas: resiliency from flooding on the Susquehanna River; well-defined and coordinated land use planning and development with Cecil County; activating the Town's natural resources for adventure and heritage tourism; and improving downtown cohesion. Mead & Hunt's team is now updating the zoning code to reflect the new land use plan and strengthen the role of the Planning Commission in development decisions.

Mead & Hunt is now preparing the Town's Zoning Ordinances based on recommendations from the Comprehensive Plan.



# PLANNING TO RECOVER WITH HISTORIC GROWTH

## DEVELOPING PLANS THAT PRIORITIZE PUBLIC NEEDS



### Services Provided

- Comprehensive Planning
- Stakeholder/Public Outreach
- Water Resource Planning
- Environmental Protection Planning
- Roadway and Bikeway Planning

### Dates

- 2020

### Cost

- \$70,000

### Client Contact

Brent Manuel  
Town Manager  
Town of LaPlata, MD  
bmanuel@townoflaplata.org  
301-934-8421

### LAPlATA COMPREHENSIVE PLAN

#### TOWN OF LAPLATA, MD

The Town of LaPlata is the county seat of rapidly growing Charles County, Maryland, approximately 25 miles south of Washington, DC. After recovering from a devastating tornado in 2002 that heavily damaged or destroyed 65% of the buildings in the downtown area and approximately 25% of all residences within the municipality, the Town's population grew by 3,000 residents over the ensuing decade. While the Town continues to embrace further growth in residential demand as evidenced by as many as 3,000 new residential units over the next decade, there are also significant concerns regarding water availability, traffic, and environmental protection.

Mead & Hunt led the development of the Town's 2019 comprehensive plan to address these and other issues through:

- » Issue-based focus groups and stakeholder workshops on priority areas of concern
- » Analysis of water availability from regional aquifers to position the Town for discussion with regional partners
- » Updating a master roadway network plan and adding a bicycle network plan
- » Development of flexible planning requirements to support anchor institutions and new/micro economy business opportunities
- » Recommendations to increase the standard for environmental protection in new subdivisions through regulations that protect forest stands and mature trees, stream valleys, and steep slopes

## IMPROVED TRAFFIC FOR TOURISM ACCOMMODATION

### BRINGING RELIEF TO TRAFFIC PAIN POINTS



#### Services Provided

- Parking & Mobility Planing
- Tourism & Event Demand Forecasts
- Wayfinding
- SHA Coordination

#### Dates

- 2015

#### Cost

- \$75,000

#### Client Contact

Ryan Hardesty  
Planning Director,  
Town of Berlin  
denglehart@berlinmd.gov  
410-641-4143

#### DOWNTOWN BERLIN PARKING & MOBILITY PLAN

##### TOWN OF BERLIN, MD

Mead & Hunt developed a comprehensive downtown parking and mobility plan for this small tourist-oriented Town on Maryland's Eastern Shore. Concerned that the popularity of major events such as First Friday and Oktoberfest was creating too much of a strain on neighborhood streets and parking lots, the Town sought ways to provide additional capabilities and improve traffic circulation.

Mead & Hunt's work included comprehensive desktop and field inventory, parking occupancy surveys and demand forecasts, stakeholder and public outreach, and development of parking management strategies that did not require new lots or a previously proposed parking deck. This was accomplished by reconfiguring existing on-street spaces and lots, and developing a circulation and wayfinding plan to access those lots and other parking facilities (schools, churches, etc.) which were not typically used for event parking.

The plan required coordination with the State Highway Administration (SHA) to adjust wayfinding signage along the route into Berlin that will better direct traffic to parking lots.

# CONNECTING PEOPLE IN A DISTINCTIVE COMMUNITY

## PLANNING TRAILS AND BIKEWAYS THROUGH SCENIC LANDSCAPES



### Services Provided

- Bicycle and Pedestrian Trail Master Plan
- Community Outreach
- Stormwater Management
- Environmental Assessments

### Dates

- 2024

### Cost

- \$100,000

### Client Contact

Mary Bohlen  
Town Administrator,  
Town of Berlin  
10 William Street,  
Berlin, MD 21811  
mbohlen@berlinmd.gov  
410-641-4314

### GREENWAYS AND TRAILS MASTER PLAN

#### WORCESTER COUNTY, MD

Mead & Hunt is working with Worcester County to develop its first Greenways and Trails Master Plan. Worcester County is known for its distinctive culture, history, and natural beauty. The County is home to oceanfront resorts, historic communities, productive farmlands, picturesque landscapes, and pristine beaches. The County also is home to cherished Assateague Island and Pocomoke River State Parks and the Assateague Island National Seashore. Worcester County continues to evolve and thrive, attracting people with its natural beauty, cultural attractions, and recreational opportunities. This Greenway and Trail Master Plan helps to position Worcester County to be a leader in active transportation with healthy, equitable, and sustainable greenways.

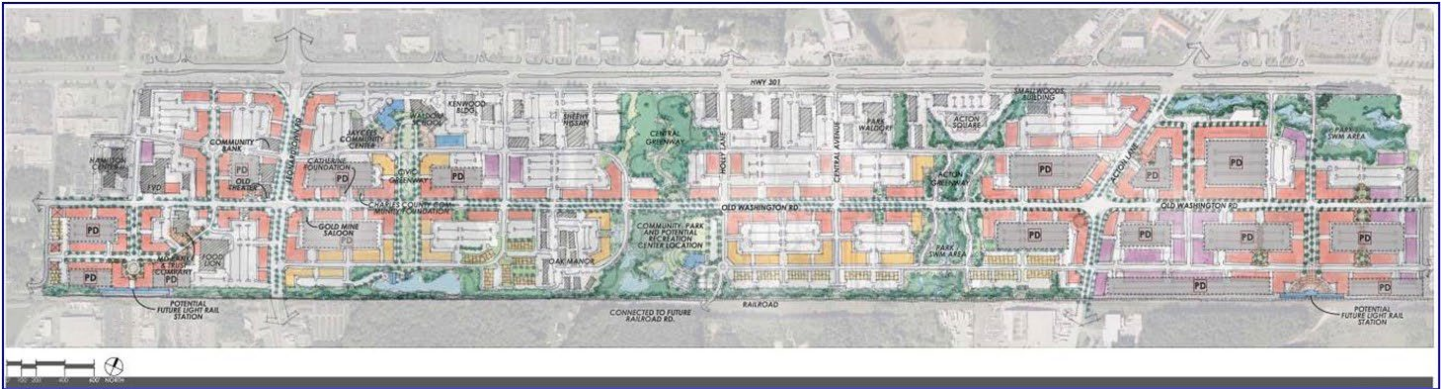
Mead & Hunt prepared this Greenway Trails master Plan through a community-driven process utilizing both online and in-person engagement with community members. A project StoryMap website with interactive mapping features providing an opportunity for the public to review information and share feedback both spatially on an interactive map and through a questionnaire. Nearly 500 individuals shared feedback representing county residents (77%) as well people who only work in the county, own a vacation property, or occasionally visit. Over 87% of people who responded to the survey expressed support for investment in more Greenway Trails throughout Worcester County.

Key elements addressed as a part of this Master Plan are:

- Summarize best practices and the potential for economic and environmental benefits that can be achieved through investments in active transportation infrastructure.
- Identify key origins, destinations, and trail corridor opportunities, including along existing roadways, utility corridors, parklands, or railroad rights of way.
- Identifying safe, convenient, and cost-effective opportunities to make trail connections.
- Identify engineering constraints such as a need for stormwater management, bridges, roadway crossings, or right of way acquisition.
- Inventory and assess existing environmental resources, including sensitive habitats and ecosystems, historic sites, and cultural amenities, and identify the permitting and regulatory requirements for any potential impacts.
- Building partnerships with key stakeholders for project support and participation, including potential for partnerships in trail funding and maintenance.

# CREATING A UNIQUE VISION FOR DOWNTOWN

## CREATING A PLAN THAT ADDRESSES ALL COMMUNITY NEEDS



### Services Provided

- Bicycle Network
- Traffic Engineering
- Urban Roadway Design Standards
- Traffic Forecasting
- Parking facilities
- Transit Planning

### Dates

- 2013

### Cost

- \$100,000

### Client Contact

Amy Blessinger  
Charles County Department  
of Planning and Growth  
Management  
200 Baltimore St, La Plata,  
MD, 20646  
Blessingera@CharlesCountyMD.gov  
301-645-0650

### DOWNTOWN WALDORF URBAN DESIGN STUDY

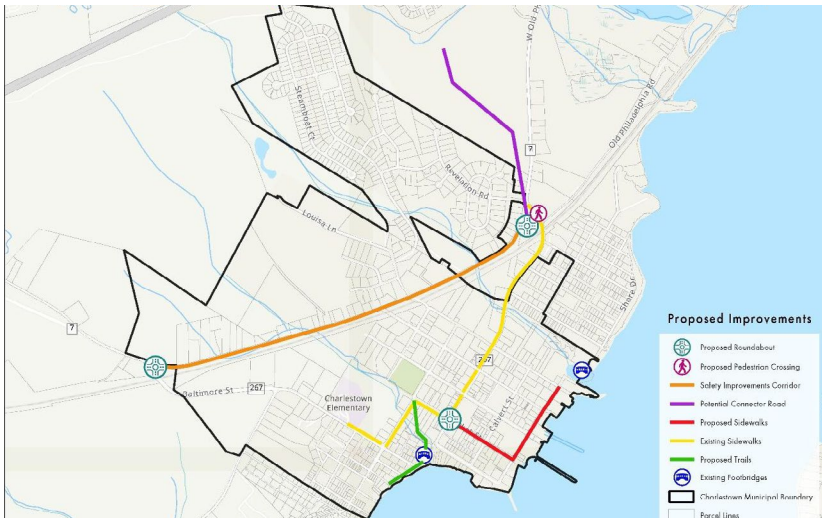
#### WALDORF, MD

Mead & Hunt supported a team of planners and urban designers and working with a Citizens Advisory Committee (CAC) and property owners, businesses and the public lead to creation of a detailed downtown vision plan. The team tested the plan's density and floor area ratios for its ability to support transit, traffic operations at key intersections, pedestrian and bicycle accessibility, parking management needs, and stormwater. Mead & Hunt reviewed development scenarios focused around increasing density in Waldorf to orient and support future transit service. As part of this project, Mead & Hunt also developed urban roadway design standards and cross-sections, including functional classifications, lane width, sidewalk width, parking width, bicycle compatibility and buffer widths. Lastly, Mead & Hunt developed traffic forecasts and performed traffic modeling of the proposed downtown street grid. The following transportation elements were also considered:

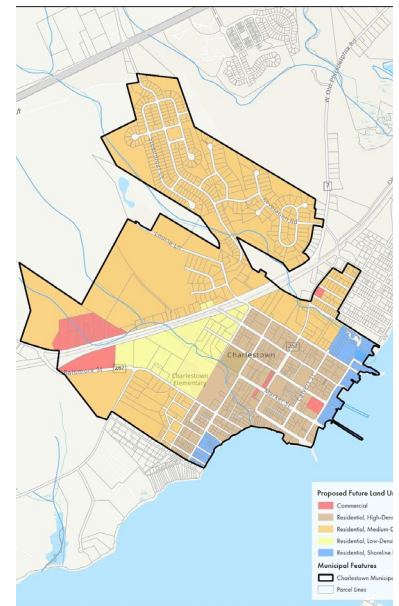
- Roadway/ Traffic Operations
  - » Typical sections
  - » Traffic forecasts
  - » Traffic control needs
  - » Stormwater management facility locations
- Vehicular Parking Facilities
  - » On- and off-street parking facilities,
  - » Parking demand management strategies such as car shares and shared parking.
  - » Garage location and access points
- Transit Planning
  - » Local Transit
  - » Regional Transit – Express Bus Service
  - » Regional Transit – Bus Rapid Transit
  - » Multimodal planning team and interagency coordination with MDOT MTA and MDOT SHA
- Bicycle Network
  - » Bicycle Depot
  - » Bicycle racks at all major public parking facilities
  - » Floating Lane Class I bicycle facility
  - » Share-the-road facilities (Class II/III)
  - » Exclusive shared-use path right-of-way along the Rail-Trail greenway

# CREATING A UNIQUE VISION FOR DOWNTOWN

## CREATING A PLAN THAT ADDRESSES ALL COMMUNITY NEEDS



Map 6. Proposed Future Land Use



### Services Provided

- Base Mapping
- Traffic Safety Analysis
- Traffic Operations Analysis
- Multimodal Safety And Accessibility
- Strategic Safety/Safe Streets Planning
- Traffic Calming
- Road Diet Alternatives Development
- Concept Design
- Cost Estimates
- Stakeholder/Public Outreach

### Dates

- 2025

### Cost

- \$60,000

### Client Contact

Brian Lightner  
Town Administrator  
Charlestown, MD  
blightner@charlestownmd.org  
843-724-7324

### HISTORIC CHARLESTOWN COMPREHENSIVE PLAN

#### TOWN OF CHARLESTOWN, MD

Charlestown, Maryland, is a historic waterfront town with approximately 1,500 residents, situated along the North East River in Cecil County. Founded in 1742, it stands as one of the oldest towns in the state. Today, Charlestown is recognized for its picturesque views, historic residences, and tranquil ambiance. However, the town is confronted with challenges such as aging infrastructure, concerns regarding water system capacity, and rising tides from the North East River.

The Town of Charlestown engaged Mead & Hunt to update its Comprehensive Plan, seeking answers to questions such as "Can we grow?" and "How much can we grow?" Mead & Hunt developed a plan that maintains the town's historic character while promoting growth and sustainability.

Key elements of the plan encompass land use, housing, transportation, community services, water resources, and implementation. Community engagement was integral in developing the updated Comprehensive Plan, with members of the Town Commission, Planning Commission, town staff, and residents participating in the creation of the plan during 2024 and 2025, with adoption anticipated soon after.

## MEAD & HUNT'S SUBCONSULTANT



ARCHITECTS / ENGINEERS

**George, Miles & Buhr, LLC (GMB)** is a client-focused firm delivering comprehensive engineering, architectural, planning, and coastal resiliency services throughout the Mid-Atlantic region. Established in 1960, GMB is known for producing high-quality designs that enhance communities and protect the environment. Headquartered in Salisbury, Maryland, the firm also operates offices in Lewes, Seaford, and Ocean View, Delaware, as well as Sparks, Maryland, which serves the Baltimore area.

GMB's team of 100 professionals is committed to providing exceptional, cost-effective solutions tailored to client needs. The firm's services include:

**Consultation:** Capital improvement planning, state and federal loan/grant application and administration, land development review (preliminary, final, and construction phases), permit acquisition, asset management plans, utility rate structures, long-term reserve studies, feasibility studies, GIS mapping, cost estimation, hydraulic studies, bid assistance, surveying, and on-call consultation.

**Civil/Municipal Services:** Site design and grading, stormwater management, streetscapes, pavement design, ADA-compliant sidewalks and street layouts, water and sewer extensions, sustainable "green" design, landscape architecture, and coastal resiliency.

**Water/Wastewater Services:** Design and improvement of wastewater treatment facilities, sewage collection systems, pumping stations, water treatment facilities and upgrades, wells, water distribution and storage, and operational services.

GMB's innovative approach, responsiveness to change, budget-conscious design practices, and effective communication with stakeholders have resulted in numerous successful projects. The firm is dedicated to leading the design and stewardship of sustainable communities across the Chesapeake Bay and coastal environments.

They were awarded a 2023 Engineering Excellence Conceptor Award from the American Council of Engineering Companies of Delaware (ACEC-DE) for their Pilottown Road Water Main & Lead Service Replacement project in Lewes, Del., as well as a 2023 Engineering Excellence Honor Award from ACEC-MD for our ENR Upgrade of the Hampstead Wastewater Treatment Plant in Carroll County, Md. In 2018, they were voted Best Architect in Southern Delaware by the readers of the Metropolitan Magazine. These awards join numerous other honors they have received in over six decades in business.

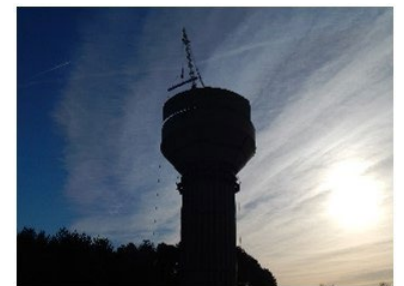
Mead & Hunt believes that together, our team can provide the best solutions built for the Town of Berlin. Our team, combined with GMB, offers the experience and professionalism required for the revitalization of the Comprehensive Plan.



**Consultation**



**Civil/Municipal Services**



**Water/Wastewater Services**



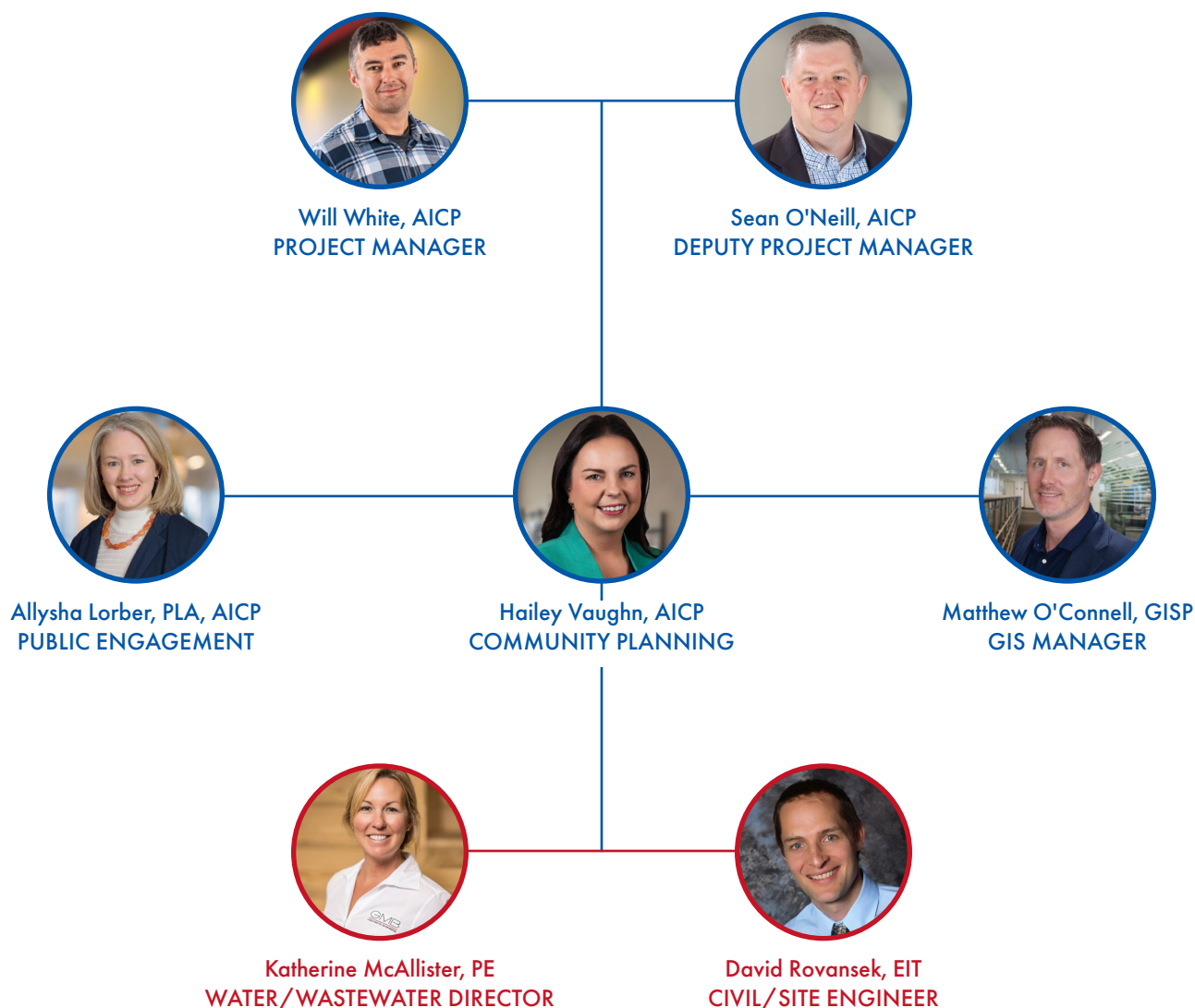
## PROJECT TEAM

3

## MEAD & HUNT: MEET THE TEAM

Mead & Hunt may have 1,400 employees nationwide, but the team we're presenting to the Town of Berlin for your Comprehensive Plan Update is made up of locals who know the area, and believe in its potential for calculated, well-planned growth. First we will identify the key individuals and the organizational structure of the team, then we will further explain each staff member's roles and responsibilities, as well as their experience with other successful plans.

Will White, AICP is our Project Manager and he will work in partnership with Sean O'Neill, AICP, our Deputy Project Manager. Both Will and Sean are long time residents of the region. They will be your primary contacts throughout the length of the project, and will direct our team in the direction that best fits the needs of the Town of Berlin. Will and Sean, and the entire Mead & Hunt team, want what's best for the area they live, and want to see Berlin with a Comprehensive Plan that addresses appropriate growth and redevelopment for the next 10 to 20 years.





**Will White, AICP | PROJECT MANAGER | MA, Diplomacy, and MA, History**

Will White has over 10 years of experience in transportation planning, design, and construction management, with eight years spent in the municipal government sector. His expertise includes bike and pedestrian safety studies, multimodal corridor planning, design and implementation, masterplan design and writing, policy development, and implementation and capital program development. Will brings extensive experience in grant writing and administration with federal and state funding sources.

**Greenways and Trails Master Plan. Worcester County, MD.**

**Robert J. Mitchell, Director Department of Environmental Programs.**

**[bmitchell@co.worcester.md.us](mailto:bmitchell@co.worcester.md.us). 410-632-1220, ext. 1601**

Senior Planner

**Vision Zero Salisbury Action Plan. City of Salisbury, MD.**

**Jake Pavolik, Deputy Director Field Operations. [jpavolik@salisbury.md](mailto:jpavolik@salisbury.md). 410-548-3177**

Project Manager

**Cedar Street Green Street Project Development. City of Cambridge, MD.**

**Holly Baldwin, Planner. [hbaldwin@choosecambridge.com](mailto:hbaldwin@choosecambridge.com). 410-228-1955**

Senior Planner



**Sean O'Neill, AICP | DEPUTY PROJECT MANAGER | MCP, Community Planning**

Sean has over 20 years of experience specializing in land use planning, housing, transportation planning, community development, real estate development, real estate market research, and sustainable communities. He brings a unique perspective to his projects due in part to having worked in the public sector at the state, county, and municipal levels as well as experience in private sector real estate. Sean's expertise also includes public engagement, economic development, the NEPA process, aging in communities, grant writing, and program management.

**2022 Town of Middletown Comprehensive Plan. The Town of Middletown, DE**

**Morris Deputy, Town Manager. [Mdeputy@middletown.delaware.gov](mailto:Mdeputy@middletown.delaware.gov). 302-378-9120**

Project Manager

**2021 Town of Elsmere Comprehensive Plan. The Town of Elsmere, DE**

**Steve Martin, Town Manager. [smartin@townofelsmere.com](mailto:smartin@townofelsmere.com). 302-998-2215**

Project Manager


**Allysha Lorber, PLA, AICP | PUBLIC ENGAGEMENT | MCP, Community Planning**

Allysha is an Urban Designer and Planner with over 25 years of experience specializing in planning and design of livable communities through multimodal connectivity, community enhancements, green infrastructure, and sustainable transportation. Allysha works closely with project stakeholders to create innovative and cost-effective project solutions. She is a seasoned project manager with experience in streetscape design, complete streets, greenway trail design, community master plans, zoning ordinances, green infrastructure design, feasibility studies, NEPA documentation, environmental compliance, grant writing, and grant management. She is also an accomplished practitioner of Geodesign with spatial modeling expertise in land use feasibility, capacity analysis, and future land use scenario modeling.

**LaPlata Comprehensive Plan. Town of LaPlata, MD.**

**Brent Manuel, Town Manager.** [bmanuel@townoflaplata.org](mailto:bmanuel@townoflaplata.org). 301-934-8421

Project Manager.

**Historic Charlestown Comprehensive Plan. Town of Charlestown, MD.**

**Brian Lightner, Town Administrator.** [blightner@charlestownmd.org](mailto:blightner@charlestownmd.org). 843-724-7324

Project Manager.

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**Hailey Vaughn, AICP | COMMUNITY PLANNING | MURP**

Hailey has five years of progressive planning experience, partnering with several public and private sector clients. Hailey's experience includes project management for a private real estate developer, which included overseeing entitlements, due diligence, and permitting for projects nationwide. She also has extensive knowledge working with big data – integrating mobility, land use, demographic, and economic data into planning proposals and projects.

**Comprehensive Plan Update. Port Deposit, MD.**

**Vicky Rinkerman, Town Administrator.** [vrinkerman@portdeposit.org](mailto:vrinkerman@portdeposit.org). 443-554-2449

Community Planner.

**Historic Charlestown Comprehensive Plan. Town of Charlestown, MD.**

**Brian Lightner, Town Administrator.** [blightner@charlestownmd.org](mailto:blightner@charlestownmd.org). 843-724-7324

Community Planner.

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**Matthew O'Connell, GISP | GIS MANAGER | BA Geography**

Matt brings 15 years of Geographic Information Systems (GIS) experience in a variety of disciplines including transportation planning, transit planning, American Disability Act (ADA) compliance, bicycle and pedestrian safety and planning, traffic mitigation, freight planning, signal timing, utilities, historic properties, and aviation. Matt manages clients at the federal, state, and local levels, providing a wide scope of GIS services including database development, web application development, data conversion, GIS analysis models, static mapping, mobile data collection, and quality assurance/ quality control (QA/QC).

**Comprehensive Plan Update. Port Deposit, MD.**

**Vicky Rinkerman, Town Administrator.** [vrinkerman@portdeposit.org](mailto:vrinkerman@portdeposit.org). 443-554-2449

GIS Manager

**LaPlata Comprehensive Plan. Town of LaPlata, MD.**

**Brent Manuel, Town Manager.** [bmanuel@townoflaplata.org](mailto:bmanuel@townoflaplata.org). 301-934-8421

GIS Manager



**Katherine McAllister, PE | WATER/WASTEWATER DIRECTOR | MBA**

As a Project Director in the Salisbury office, Katherine has extensive knowledge of municipal public works, funding agency requirements, planning studies, rate structures and grant writing, as well as strong technical skills. She has experience with well and water treatment plant processes, water distribution systems, wastewater treatment processes, sanitary sewer system designs, hydraulic modeling, as well as road designs. Katherine also chairs GMB Scholarship activities, is a Board Member and Past President of the Fruitland Chamber, is a past Board member of local Life Crisis Center, and was a Member and Past President of the Sunrise Rotary Club for over fifteen years in Salisbury

**Drainage Facilities Master Plan & Improvements. City of Fruitland, MD**

**Marc Henderson. 410-548-2809.**

Project Manager.

**Wicomico County Water & Sewer Planning. Wicomico County Department of Public Works.**

**Thomas "Bunky" Luffman, Jr. bluffman@wicomicocounty.org. 410-548-480.**

Project Manager.



**David Rovansek, EIT | CIVIL/SITE ENGINEER | BS, Civil Engineering**

David is involved in all aspects of site development, stormwater management, environmental land use planning, sustainable site design, wastewater treatment, water treatment, permitting, contract administration, and project management. His duties include sustainable site design and planning, sanitary sewer system design, water supply line design, lift and pump station design, stormwater management design, site grading, quantity assessment, cost estimation, project scheduling, subcontractor coordination, and project management.

**Drainage Facilities Master Plan & Improvements. City of Fruitland, MD**

**Marc Henderson. 410-548-2809.**

Civil Engineer.

**Wicomico County Water & Sewer Planning. Wicomico County Department of Public Works.**

**Thomas "Bunky" Luffman, Jr. bluffman@wicomicocounty.org. 410-548-480.**

Civil Engineer.

## UNDERSTANDING OF THE TOWN OF BERLIN

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## UNDERSTANDING THE TOWN OF BERLIN, MD



### HISTORICAL BACKGROUND

The Town of Berlin, located on Maryland's Eastern Shore, traces its origins to a 17th-century land grant known as "Burley Plantation." By the early 19th century, Berlin had evolved into a thriving crossroads village, benefiting from its location along the Philadelphia Post Road. The town was officially incorporated in 1868 and flourished as a commercial hub, especially after the arrival of the railroad in the late 1800s. Downtown Berlin, now listed on the National Register of Historic Places, showcases Victorian architecture and has become a focal point for tourism and community events. Berlin's historical charm has been preserved through careful planning and revitalization efforts, including its designation as a Maryland Main Street community.

Throughout the 1980's and early 1990's the Town remained a quiet place, largely known to the locals and dedicated antique hunters. It was common to hear locals say, "the only thing that doesn't close here by 8PM is the sidewalks." By the late 90's and into the 2000's things changed rapidly as the Town's character led to being the backdrop of two major films – "Runaway Bride" and Disney's version of "Tuck Everlasting" which served as one of the catalysts for widespread revitalization of Town commercial areas, neighborhoods, and infrastructure along with new developments to absorb the region's housing and commercial development demands. This was followed by the Town being named "Coolest Small Town in America," in 2014. This notable designation gave the Town further recognition which when coupled with continued and expanding small business growth led by entrepreneurs collaborating with property owners, Town staff, and Economic Development leadership to secure funding and real estate to meet the growing business opportunities of an emerging destination led to a revival in Berlin. Since the mid-2000's the Town has boasted a thriving food and drink scene, a plethora of boutique retailers, and events nearly every weekend during the peak months.

### CURRENT ISSUES AND CHALLENGES

Residents of Berlin come and stay in the Town for the quality of life – the Downtown with its Victorian Era charm, the schools, the neighborliness, the small town, laid-back lifestyle and the quick access to local beaches and State and National Parks. While Berlin has grown rapidly in recent years it remains a place where the locals all know each other and everyone is willing to help anyone else, no questions asked. However, this well-regarded lifestyle is not without pressures.

An existing Town planning challenge is to provide equitable access to Town amenities and services to all Berlin Residents and enhance overall community interconnectivity. Berlin's commercial areas, primary schools, healthcare services, and historical areas are separated from a large portion of the population and Town incorporated land area by U.S. Route 113. As a result, residents on the East side of U.S. 113 are not able to easily and safely access many of Berlin's resources. Although recent efforts have been made to reconnect by adding crosswalks and reducing speed limits, the disconnection is still considered a major planning challenge. A planning grant was awarded to the Town in 2024 to further this effort to reconnect Neighborhoods has the potential to make meaningful progress toward providing equitable and safe access to for all community members.

Berlin faces rising utility expenses, particularly in water and sewer services. In 2022, the town council approved a new capital service fee for water and sewer customers to address infrastructure funding gaps. Additionally, the town's trash collection system is not self-sustaining, and EMS costs have increased due to expanded staffing. These pressures have contributed to recent budget shortfalls and prompted discussions about tax increases and reallocation of funds. This budget crunch has led to contention around Heron Park, a former industrial site, is being reimagined as a community asset. While a masterplan was created in recent years and there is general broadbrush support for the redevelopment, the park is frequently a heated topic in planning discussions with cost being a major concern for many residents.

However, one of Berlin's greatest challenges is its own success; Berlin's historic downtown, while a draw for visitors, struggles with parking availability, and insufficient interconnectivity to accommodate the influx of visitors, businesses, and residents. For parking, a 2019 mobility and parking study, conducted by Mead & Hunt, identified peak utilization issues and proposed short-term solutions such as improved wayfinding, expanded off-street parking, and pedestrian enhancements. These recommendations remain central to ongoing planning efforts.

Regarding housing, gentrification and housing affordability are major concerns among Berlin residents. Recent meetings with town officials in early 2024 and talk throughout Berlin's residents revealed widespread anxiety about rising housing costs, displacement, and limited affordable options. This is a major concern for residents – Berlin is the location of the only official subsidized housing programs in the County and host the premier Title 1 elementary school in the County's school system.

The Town's planned green belt—a buffer zone intended to preserve open space and limit sprawl—has been discussed as part of ongoing planning initiatives. Proposed changes aim to reduce the growth boundary to exclude certain facilities and avoid bisecting private properties, reflecting community concerns about overdevelopment and environmental impact. The concerns and needs in the proposal reflect the dichotomy between protecting the environment and the need to allow for more growth and construction to increase housing supply. It is a tension that exists in communities nationwide and will need to be tackled head on in the comprehensive plan update.

Berlin must coordinate with Worcester County to fulfill the sustainable growth allocation detailed in the Worcester County Comprehensive Land Use plan. The County Land use plan generally designates growth areas surrounding existing incorporated Towns. Therefore, the Town of Berlin Growth areas must have site and location characteristics that meet County and State Department Planning criteria for sustainable growth areas.

Finally, all proposed Land use planning must take into account interconnectivity, availability of utilities, environmental impacts, and the practicality of meeting Federal, State, and local requirements; while providing a mix of uses and housing options that serve a diverse and growing population.



## METHODOLOGY & APPROACH

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## METHODOLOGY & APPROACH



### PROJECT UNDERSTANDING

Berlin's Comprehensive Plan should be more than a policy document—it should be a vision for the Town's future. The current plan, adopted in 2010, is due for an update to align with Maryland's Land Use Article and new legislative requirements,

including the Planning Principles Act of 2025 and housing equity mandates from HB 1045 and HB 90. Fifteen years have passed since the last comprehensive plan and much has changed not just locally but regionally and globally.

Berlin is a quaint town on Maryland's eastern shore, located just 10 miles west of Ocean City and 23 miles east of Salisbury. This unique location offers both opportunities and challenges that demand a forward-thinking, actionable plan. Our team at Mead & Hunt is excited to partner with your community. We bring a blend of technical expertise and local insight to help Berlin navigate future challenges, maintain a high quality of life, and ensure that everyone in your community is represented. We approach our projects and our clients as collaborators, ready to roll up our sleeves and work alongside you.

A comprehensive plan is a roadmap that reflects the Town's goals, values, and aspirations. It answers key questions:

- How much growth does Berlin want, and should it occur within current boundaries, through annexation, or both?
- What land use and zoning policies will support that growth?
- What are the Town's priorities for transportation, housing, economic development, public health, and quality of life?
- How can Berlin sustain and improve essential services like infrastructure, recreation, public safety, and permitting?

We believe the planning process should be as valuable as the final document. Our approach is inclusive, responsive, and grounded in the Town's unique character. We'll build on the past 15 years of work, update technical elements, and create a flexible framework that guides Berlin for the next 10 to 20 years. The result will be a clear, actionable plan that speaks to residents, Town leaders, Worcester County, state agencies, and private partners alike.

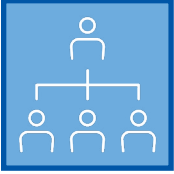


### PROJECT APPROACH

We believe that the best plans are those shaped by the people who will live with them. Our approach follows the tasks outlined in the RFP, aligning with state requirements and local priorities:

- **Collaborative Planning:** We'll host public meetings and coordinate directly with Town leaders and state agencies while ensuring that all neighborhoods and communities in Berlin have a chance to give feedback and input into the planning process.
- **Data-Driven Analysis:** We'll use current demographic, land use, and environmental data to assess conditions and forecast needs.
- **Integrated Policy Development:** Each element—from transportation to housing—will reflect themes identified by the Town for its desired future, and will align with the 2004 Town of Berlin Strategic Plan.
- **Specific Expertise to Address the Needs of Berlin:** Our team brings years of expertise and experience evaluating the impacts of land use, including consideration of strategies involving affordability, community connectivity, resiliency, and sustainability. We have staff with expertise in real estate development who has recently been appointed to a national committee on housing affordability and production by the American Planning Association.
- **Clear Deliverables:** We'll provide digital and printed maps, a Word version of the final plan, and all required documentation for review.
- **Efficient Project Management:** A detailed schedule with milestones and meetings will guide the project from kickoff to final approval.
- **A Plan to Address** pending infrastructure challenges, identifying strategies for how the town can grow in a healthy and sustainable way.





### PROJECT MANAGEMENT

Mead & Hunt will lead project management, contract administration, and all activities under this contract. Our team includes in-house experts and trusted subconsultants, assigned based on the specific needs of each task. We'll provide Berlin

with the right mix of knowledge, experience, and time to get the job done right.

From the outset, we begin with a comprehensive kickoff meeting that brings together our team and yours to align expectations, clarify the scope, and establish a shared understanding of the schedule and deliverables. This meeting sets the tone for a collaborative, transparent process that keeps everyone informed and engaged.

Throughout the project, we maintain regular check-ins with both our internal team and your project manager. These meetings are more than status updates—they are constructive conversations to troubleshoot challenges, celebrate opportunities, and make real-time adjustments that keep the project on track. We believe that consistent communication is the backbone of successful project delivery.

Each month, we provide detailed invoicing accompanied by progress reports that outline what has been accomplished, what's coming next, and any key decisions on the horizon. This level of documentation not only supports accountability but also gives you a clear, ongoing picture of how the project is evolving.

Budget management is another cornerstone of our approach. We monitor the budget closely at every phase, comparing actual costs to established baselines. If adjustments are needed, we act quickly and collaboratively to address them, avoiding unnecessary delays or added costs. Our proactive stance on budget and schedule management reflects our commitment to delivering a plan that is not only visionary but also practical and achievable.

#### Key elements of our project management include:

- A kickoff meeting to align expectations, scope, schedule, and deliverables.
- Regular check-ins with the project team and client to review progress and address any issues.
- Monthly invoicing with detailed progress reports.
- Ongoing budget monitoring and proactive adjustments to avoid delays or added costs.



### QUALITY ASSURANCE

Quality is non-negotiable. Delivering a high-quality comprehensive plan requires more than good intentions—it demands a structured, disciplined approach. At Mead & Hunt, quality is embedded in every phase of our work.

From the outset, we develop a detailed Project Management Plan that outlines the scope, schedule, and budget, creating a shared understanding among all team members and stakeholders.

Our internal review process is rigorous. Every deliverable undergoes peer review to verify accuracy, completeness, and clarity. We don't just check for errors—we refine and polish to make sure each document is as effective as it is informative. Regular coordination meetings with the Town of Berlin allow us to stay aligned, address challenges early, and adapt to evolving needs.

We track key project metrics and provide timely updates through monthly invoices and progress reports. This level of transparency helps manage expectations, control costs, and keep the project on schedule. Our commitment to quality isn't just about meeting deadlines. Delivering a high-quality comprehensive plan requires more than good intentions—it demands a structured, disciplined approach.

#### Our approach includes:

- A Project Management Plan that outlines scope, schedule, and cost.
- Peer reviews of all deliverables for accuracy and clarity.
- Regular coordination meetings to track progress and resolve issues.
- Timely reporting of key metrics with monthly invoices and updates.

## PROJECT TIMELINE



PROPOSED SCHEDULE

2026 Town of Berlin Comp Plan	2026											
	January	February	March	April	May	June	July	August	September	October	November	December
Goals & Policies	P											
Land Use												
Transportation												
Municipal Growth			X									
Historic and Cultural Resources												
Community Facilities												
Water Resources					X							
Natural Resources												
Housing												
Economic Development							X					
Plan Implementation												
Task 10 - Final Plan											P	

X - Committee Meeting (virtual)  
P - Public Meeting (in-person)

PROJECT TIMELINE

As per the RFP schedule suggests, we will begin work as soon as possible after an official selection has been made by the Town which we anticipate to be at the end of December 2025. In January we will kick off our planning effort with an initial coordination meeting with Town staff prior to an introductory meeting with the Planning Commission or Advisory Committee established to provide guidance as we develop the plan. Once that initial coordination meeting takes place, we will hope to have some of the primary goals and objectives for the plan established as well as most of the important land use issues that need to be addressed. After those topics have been covered we will move on to address the various topic categories through virtual meetings primarily along with regular coordination meetings with town staff as we develop the plan.

During this process we will also engage town residents and businesses to gather their feedback on different plan topics as well as primary goals and objectives within the plan. As we begin to finalize a first draft of the plan, an in-person meeting will be helpful to ensure that we are on the same page as the town staff and planning commission on key areas to cover within each topic as well as the overall plan. After this meeting we should be able to draft the full plan along with Implementation steps for the town staff and planning commission to review.

Subsequent to the review of the draft plan we will have an open public meeting to gather additional feedback on the plan from town residents and businesses. We will then take these comments, make any necessary edits or changes as approved by the town staff and planning commission, and move toward a final draft of the plan to be adopted by town council.



## WORK SAMPLES



Mead & Hunt has extensive experience working with municipalities to create a clear vision that identifies issues they may face over the next 10 to 20 years. We work to build a general consensus on how to approach those issues, and generate ideas to address quality of life for residents. Our goal is always to set clear, manageable, and finite implementation priorities that will serve the community for years to come.

#### TOWN OF PORT DEPOSIT 2023 COMPREHENSIVE PLAN



Adopted by Port Deposit Town Council on  
November 7, 2023

#### COMPREHENSIVE PLAN UPDATE PORT DEPOSIT, MD

Mead & Hunt developed a new comprehensive plan for the Town of Port Deposit, a unique Town on the east bank of the Susquehanna River with a rich history, waterfront location, and civic pride

2020

#### TOWN OF LA PLATA COMPREHENSIVE PLAN



For Town Council Approval  
(Approved by Planning Commission on  
August 6, 2020)

#### LA PLATA COMPREHENSIVE PLAN TOWN OF LA PLATA, MD

Mead & Hunt led the development of the Town's 2019 comprehensive plan, after LaPlata recovered from a devastating tornado in 2002 that heavily damaged or destroyed 65% of the buildings in the downtown area and approximately 25% of all residences.



#### Town of Charlestown, Maryland

2025 Comprehensive Plan

MARCH 2025

FINAL DRAFT - MARYLAND DEPARTMENT OF PLANNING REVIEW



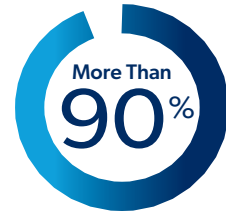
#### HISTORIC CHARLESTOWN COMPREHENSIVE PLAN TOWN OF CHARLESTOWN, MD

The Town of Charlestown engaged Mead & Hunt to update its Comprehensive Plan, seeking answers to questions such as "Can we grow?" and "How much can we grow?" Mead & Hunt developed a plan that maintains the town's historic character while promoting growth and sustainability.

## REFERENCES



Mead & Hunt is proud of the relationships we've established through working with municipalities throughout the region. We believe in the work we do and in the relationships we create. Creating a comprehensive plan for a community involves listening, and really paying attention to the needs of a community. This gives Mead & Hunt a unique opportunity to establish true kinships with the people we work with.



**Repeat Clients**

### **COMPREHENSIVE PLAN UPDATE**

PORT DEPOSIT, MD

#### **Client Contact**

Vicky Rinkerman  
Town Administrator  
Port Deposit, MD  
vrinkerman@portdeposit.org  
443-554-2449

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### **LA PLATA COMPREHENSIVE PLAN**

TOWN OF LA PLATA, MD

#### **Client Contact**

Brent Manuel  
Town Manager  
Town of LaPlata, MD  
bmanuel@townoflaplata.org  
301-934-8421

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### **HISTORIC CHARLESTOWN COMPREHENSIVE PLAN**

TOWN OF CHARLESTOWN, MD

#### **Client Contact**

Brian Lightner  
Town Administrator  
Charlestown, MD  
blightner@charlestownmd.org  
843-724-7324



## **FIRM CAPACITY & COST PROPOSAL/COST ESTIMATE**



## FIRM CAPACITY

Mead & Hunt has studied RFP #2025-06 Comprehensive Plan Update published by the Town of Berlin, MD and we can confidently state we are fully prepared and capable to begin and complete this project in the timeframe identified and within the schedule and budget that we are proposing. Our confidence comes from our experience in performing similar services for other municipalities within the region. The team we propose are experts in their field and are efficient and excellent at performing the work required to deliver an updated Comprehensive Plan to the Town of Berlin.

## PROPOSED BUDGET

	PM / Sr. Planner	DPM / Sr. Planner	Staff Planner	GIS Analyst	Graphic Designer	Water Resources	Direct Expenses
Average Loaded Rate:	\$ 240.00	\$ 180.00	\$ 135.00	\$ 135.00	\$ 125.00	\$ 180.00	
Tasks:							
Task 1 - Development of Goals & Policies	10	15	10				
Task 2 - Land Use Element	5	20	15	15			
Task 3 - Transportation Element	5	15	15	10			
Task 4 - Community Facilities Element	5	15	10	10			
Task 5 - Sensitive Areas Element	5	10	10	10			
Task 6 - Municipal Growth Element	5	10	10	10			
Task 7 - Water Resources Element	5	10	0	0			18,000
Task 8 - Housing Element	5	20	10	10			
Task 9 - Plan Implementation Element	5	20	10	5			
<b>PUBLIC ENGAGEMENT</b>	10	15	10	5	0		
Task 10 - Final Plan	10	25	15	25	30		
Total Hours	70	175	115	100	30	0	
Cost	\$ 16,800.00	\$ 31,500.00	\$ 15,525.00	\$ 13,500.00	\$ 3,750.00	\$ -	\$ 18,000.00
Total Cost	\$ 99,075.00						

**SIGNATURE PAGE**

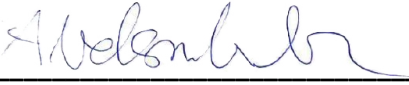
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## RFP 2025-06 Comprehensive Plan Update

Bidder: Mead & Hunt, Inc.

## SIGNATURES

I, the undersigned, am an authorized agent of the firm listed below and am authorized to submit the attached response to the RFP as indicated above. I certify that all information included herein is true and correct to the best of my knowledge. I further acknowledge the conditions and requirements expressed in the RFP and the agreement to adhere to same.

Signature: Date: September 5, 2025Printed Name: Allysha Lorber, PLA, AICPFirm Name: Mead & Hunt, Inc.Tax/EIN: 39-0793822DBA: \_\_\_\_\_  
(if different than Firm Name above)Address: 7055 Samuel Morse Drive, Suite 100City, State Zip: Columbia, MD 21046Phone: 443-741-3500

## NARRATIVE OF EXPECTATIONS

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## A VISION FOR PROJECT PROGRESSION

The successful execution of the Comprehensive Plan for Berlin will be grounded in a collaborative, transparent, and phased approach that reflects the Town's unique character, priorities, and aspirations. Our team understands that this effort is not merely a technical exercise. It is a community-driven process that will shape Berlin's future for the next 10 to 20 years.

We anticipate a dynamic schedule that begins with early coordination and visioning sessions with Town staff and the Planning Commission, followed by focused topic-area meetings and public engagement activities. These phases will be designed to build consensus, address key land use and infrastructure challenges, and incorporate feedback from residents, businesses, and advisory boards.

Our team's local presence and familiarity with Berlin's planning context, especially issues like stormwater management, housing affordability, and historic preservation, will allow us to respond quickly to emerging needs so the plan remains grounded in real-world conditions. We will work closely with Town staff to validate concerns, observe site-specific issues, and integrate technical expertise into every stage of the planning process.

The following outlines our expectations for scheduling, coordination, and responsiveness throughout the project lifecycle, and reflects our commitment to delivering a plan that is both visionary and actionable.

### January 2026

The project will kick off with an initial coordination meeting with Town staff. This will be followed by an introductory meeting with the Planning Commission or Advisory Committee, which will provide guidance as the plan is developed. During this meeting our Team will work with Staff and the Public to identify a primary vision, goals and objectives for the plan, as well as the important land use issues.

### February to April 2026

The focus will be on addressing various topic categories through virtual meetings and regular coordination with Town staff. These topics include Goals & Policies, Land Use, Transportation, Municipal Growth, Historic and Cultural Resources, Community Facilities, Water Resources, Natural Resources, Housing, Economic Development, and Plan Implementation. Committee meetings will be held virtually to discuss Municipal Growth and Water Resources in March and April, respectively. Our Team is aware of stormwater and drainage issues around the Town, specifically in the Flower Street and West Street areas, and are prepared to address those concerns in our meetings. Additionally, our Berlin-based Project Manager, Will White, and Water Resource Specialist Dave Rovanssek, will be able to validate concerns, observe any issues that need to be addressed and work hand in hand with Town Staff as needed.

### May to July 2026

During this period, the team will continue to develop the plan, engaging town residents and businesses to gather feedback on different plan topics and primary goals and objectives. An in-person public meeting will be held in May to reach alignment with Town staff and the Planning Commission on key areas to cover within each topic and the Comprehensive Plan.

### August to October 2026

The first draft of the plan will be finalized, including implementation steps for Town staff and the Planning Commission to review. An open public meeting will be held to gather additional feedback from town residents and businesses. The team will then make any necessary edits or changes based on the feedback received.

### November to December 2026

The final draft of the plan will be prepared and presented for adoption by the Town Council. Mead & Hunt's team of Maryland-based planners are extremely familiar with the process of submitting the Comprehensive Plan to Maryland Department of Planning and the timeline for acceptance. We will work with the Town to guide Town Staff through this process.



**MOTION OF THE MAYOR AND COUNCIL 2025-63**

A motion of the Mayor and Council of the Town of Berlin AUTHORIZING A LAND SWAP AGREEMENT BETWEEN THE TOWN OF BERLIN, COASTAL VENTURES PROPERTIES, LLC, AND OAK KWANG PARK AND SOON-AE PARK PER THE ATTACHED DOCUMENT.

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2025, by the Council of the Town of Berlin, Maryland, by the vote as indicated below:

Name	Counted toward Quorum				
	Aye	No	Abstain	Recused	Absent
Dean Burrell, VP					
Steve Green					
Jay Knerr					
Shaneka Nichols					
Jack Orris					
<i>Voting Tally</i>					

\_\_\_\_\_  
Dean Burrell, Sr. Vice President of the Council

Approved this \_\_\_\_ day of \_\_\_\_\_, 2025, by the Mayor of the Town of Berlin.

\_\_\_\_\_  
Zack Tyndall, Mayor, President of the Council

Attest: \_\_\_\_\_  
Mary Bohlen, Town Administrator

# ATTACHMENT

## LAND SWAP AGREEMENT

**THIS LAND SWAP AGREEMENT ("Agreement")** is made and entered into as of \_\_\_\_\_, 2025, by and among the **Town of Berlin**, a municipal corporation ("**Town**"), **Oak Kwang Park and Soon-Ae Park** (collectively, the "**Parks**"), **Coastal Ventures Properties LLC**, a State of Maryland limited liability company, or its assigns (the "**Developer**"), a contract purchaser of an adjacent parcel owned by the Town. The Town, the Parks, and the Developer are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

### RECITALS

**WHEREAS**, the Town owns the parcels of land located in Berlin, Maryland, known as Parcel 57 and consisting of approximately 9.35 acres of land area as described on Map 0025, Grid 0009, with a mailing address of 10009 Old Ocean City Blvd., Berlin, MD, Property Tax Id: #03-014800 (the "**Parcel 57**") and out lots with Property Tax Id #03-017397 ("**Parcel 191**") and 03-014819 ("**Parcel 410**"), collectively formerly known as "**Parcel 3**". The Town acquired Parcels 57, 191, and 410 from Berlin Properties North, LLC, a Maryland limited liability company by a deed dated February 12, 2016, and recorded with the Worcester County land records at Book 6717 at Page 453.

**WHEREAS**, the Parks are the owners of the improved real property generally identified as Tax Map 25, Grid 9, Parcel 405, with a mailing address of 10013 Old Ocean City Boulevard, Berlin, Maryland (Property Tax ID#03-016927)("Parcel 405"). The Parks acquired Parcel 405 from Ralph T. and Mary Ellen Phillips by Deed dated July 19, 1991, and recorded with the Worcester County land records at Book 1750 at Page 543 subject to an ingress and egress easement for the benefit of the "Parcel 3" (currently Parcel 191 and 410) as depicted on plat recorded among the Worcester plat records at Folio 61 at Liber 49 and attached hereto as **Exhibit A** (hereinafter, the "**Access Easement**").

**WHEREAS**, the Town has agreed to sell to Developer a portion of Parcel 57, less any area required for an access road required by the Town to access Parcels 191 and 410, pursuant to the Land Disposition Agreement dated April 15, 2025 (the "**Parcel 57 LDA**"), the terms of which are incorporated herein by reference as if fully set forth. The Parcel 57 LDA provides that the Developer may, at its sole expense, seek the agreement of the Parks to convey fee simple title to the Access Easement to the Town, enabling the access road to be "shifted" to the east and providing the Developer with additional developable land.

**WHEREAS**, the Developer has approached the Parks and the Parks have agreed, to convey fee simple title to the Access Easement area in exchange of approximately 4,250 square feet of fee simple title on the adjacent Parcel 191 (the "**Parcel 405 Extension Area**") as depicted on **Exhibit B** to enable the access road to be partially constructed on the Parcel 405.

**WHEREAS**, the Town has agreed to swap the fee simple title to the Access Easement in exchange for the Parcel 405 Extension Area upon the terms and conditions herein, and the Council of the Town ("**Council**") finding that the Parcel 405 Extension Area is no longer required by the Town for public purposes as required by the Town Charter, pursuant to the Berlin, MD Code of Ordinances Article XIII § C31-1 and Motion of the Mayor and Council 2025-\_\_ (the "**Motion**") dated November \_\_, 2025, subject to the terms and conditions set forth therein.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, Town and Developer do hereby agree as follows, to wit.

1. **Land Swap Agreement.** Upon the terms and conditions contained herein, the Parks agree to convey the Access Easement Area to the Town in exchange for the fee simple title to the 405 Parcel Extension Area as each are depicted on **Exhibit B**, each by special warranty deed conveying fee simple title, free and clear of all liens and encumbrances except those of record as of the date of this Agreement.

2. **Consideration.** At Closing (hereinafter defined), the Developer shall pay the Town **Nine Thousand Four Hundred Eighty-Five Dollars (\$9,485)** for the Parcel 405 Extension Area.

3. **Closing and Delivery of Deeds.** Closing shall occur simultaneously with the closing set forth in the Parcel 57 LDA. At Closing, the Parties shall execute and deliver special warranty deeds in recordable form, together with all other documents necessary to complete the exchange. Each Party shall bear its own attorney's fees and closing costs unless otherwise agreed.

4. **Costs.** With the exception of the cost of the subdivision (as defined in Section 5 below), the Developer shall solely be responsible for all costs and fees associated with this Agreement, including, without limitation to, all closing costs, recordation, and transfer taxes associated with the land swap contemplated herein.

5. **Subdivision.** The Town agrees to prepare the plat necessary to subdivide the Access Easement Area from the Parcel 405 and the Parcel 405 Extension Area from Parcel 191 as a part of the subdivision plat required for the access road and in preparation for the sale of Parcel 57 to the Developer in accordance with the terms of the Parcel 57 LDA.

6. **Parcel 405 Development Costs and Use of Access Road.** The Town shall not be responsible for any costs associated with the development of the Parcel 405, including, without limitation to, any costs associated with designing or constructing any curb cuts requested by the Parks for accessing the Parcel 405 from the access road and any shared stormwater facilities between any parcels owned by the Town (or, in the future, the Developer). The Developer shall reimburse the Town for any costs associated with modifying the design of the access road to accommodate curb cuts, any cost of construction of any curb cuts to Parcel 57 and Parcel 405 (or pay such cost directly), and any shared stormwater facilities that may be required for the future development of the Parcel 405. The Developer shall be responsible for paying for and securing any and all approvals of the Maryland Department of Transportation (MDOT) or any other governmental authority required for installation and utilization of the curb cut access to Parcel 405. Notwithstanding the foregoing, the Town agrees

to coordinate planning and design of the access road with the Developer and Parks for the sole purpose of efficiency and economies of scale of any planning and construction of the access road, so long as it does not delay the Town's design or construction plans for the access road or on Parcels 191 or 410. Until the access road is dedicated as a public right-of-way, the Developer and Parks use of the access road shall be governed by the terms of the Parcel 57 LDA, including compliance with and all insurance requirements. This paragraph 6 shall survive Closing.

**7. Termination.** This Agreement shall terminate and be of no further force and effect upon the termination of the Parcel 57 LDA.

**8. No Waiver of Town Review.** This Agreement is not intended to, nor shall it be construed, to waive or replace any reviews, permits, or other approval required by the Town Code for any construction or use on any parcel under this Agreement.

**9. Notice.** Any notices given under this Agreement shall be in writing and delivered by certified mail (return receipt requested, postage pre-paid), by hand, or by reputable private overnight commercial courier service, to Parties at the following addresses:

**To the Town:**

**Zackery Tyndall**  
Mayor  
Town of Berlin  
10 William Street  
Berlin, MD 21811  
[ztyndall@berlinmd.gov](mailto:ztyndall@berlinmd.gov)

**Mary Bohlen**  
Town Administrator  
Town of Berlin  
10 William Street  
Berlin, MD 21811  
[mbohlen@berlinmd.gov](mailto:mbohlen@berlinmd.gov)

***With a copy to:***

**Emily K Morris**  
EKM Law, PLLC  
(202) 352-8718 [cell]  
[emily.morris@ekmlawfirm.com](mailto:emily.morris@ekmlawfirm.com)

**To the Developer:**

**Palmer Gillis**  
Gillis Gilkerson  
150 W Market Street, Suite 200  
Salisbury, MD 21801  
[pgillis@GGIBuilds.com](mailto:pgillis@GGIBuilds.com)

***With a copy to:***

**Mark Cropper**

Partner

Ayres, Jenkins, Gordy & Almand, P.A.

6200 Coastal Highway, Suite 200

Ocean City, MD 21842

[mcropper@ajgalaw.com](mailto:mcropper@ajgalaw.com)

**To Parks:**

Oak-Kwang and Soon Ae Park

113 Broad Street

Berlin, MD 21811-1015

[Oakpark1@msn.com](mailto:Oakpark1@msn.com)

[Kfl415@yahoo.com](mailto:Kfl415@yahoo.com)

***With a copy to:***

Chris Cropper

10013 Old Ocean City Blvd.

Berlin, MD 21811

[Acropper3506@aol.com](mailto:Acropper3506@aol.com)

**10. Miscellaneous.**

(a) **Authority.** Each Party represents that it has full right, power, and authority to enter into this Agreement and to convey title to its respective property as provided herein; that there are no pending legal actions or encumbrances affecting title except as disclosed; and that all necessary governmental approvals have been or will be obtained prior to Closing.

(b) **Force Majeure.** No Party to this Agreement shall be deemed in default of this Agreement in the event of Force Majeure and as otherwise extended, as further defined under Section 13.1 of the Parcel 57 LDA.

(c) **Conflict of Interest; No Personal Liability.** No official or employee of Town shall participate in any decision relating to this Agreement that affects his personal interests or the interests of any Town agency, partnership, or association in which he is, directly or indirectly, interested. No official or employee of Town shall be personally liable to Developer or any successor-in-interest in the event of any default or breach by Town or for any amount which may become due to Developer or such successor-in-interest or on any obligations hereunder. Further, no employee, officer, director, Member or shareholder of Developer shall be personally liable to Town in the event of any default or breach by Developer or for any amount which may become due to Town or on account of any obligations hereunder.

(d) **Governing Law and Venue; Waiver of Jury Trial.** Maryland law governs. All Parties submit to the exclusive jurisdiction of the Circuit Court for Worcester County and waive objections to venue or forum. To the extent permitted by law, all Parties waive the right to a jury trial for any dispute arising hereunder.

(e) **Entire Agreement; Recitals; Exhibits.** This Agreement, including incorporated Recitals and Exhibits, is the full understanding of the Parties and supersedes all prior discussions with the Town related to the land swap contemplated herein. Notwithstanding the foregoing, this Agreement is not intended, nor shall it be interpreted as, modifying the Parcel 57 LDA. If conflicts exist in any agreement by and between the Developer and the Parks, this Agreement controls.

(f) **Counterparts.** This Agreement may be signed in counterparts and by electronic signature; all together form one binding document.

(g) **Time of Performance.** Deadlines expire at 6:00 p.m. (Eastern). If a date falls on a weekend or Town holiday, performance is due the next Business Day.

(h) **Successors and Assigns; Third-Party Beneficiaries.** This Agreement binds and benefits the Parties and their permitted heirs, successors, administrators, personal representatives and assigns. No third party has rights under this Agreement.

(i) **Further Assurances.** Each Party shall sign additional documents reasonably needed to carry out this Agreement.

(j) **Assignment; Amendments; Severability.** This Agreement shall not be assigned without the prior written approval of all Parties to this Agreement. This Agreement may be changed only by a written instrument signed by the affected Party. Failure to enforce any term is not a waiver. If any provision is invalid or unenforceable, it is severed and replaced with a valid, similar provision; the remainder remains in effect.

(k) **Time of the Essence.** Time is of the essence. All performance deadlines require strict compliance.

(l) **No Partnership.** Nothing herein creates an agency, partnership, or joint venture between Town and the Developer or Parks.

(m) **Patriot Act Compliance.** Neither Developer or the Parks nor any Person owning directly or indirectly any interest in Developer has engaged in any dealings or transactions (i) in contravention of the applicable money laundering laws or regulations or conventions or (ii) in contravention of Executive Order No. 13224 dated September 24, 2001 issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), as may be amended or supplemented from time-to-time or any published terrorist or watch list that may exist from time to time. Neither Developer nor any Person owning directly or indirectly any interest in Developer (a) is or will be conducting any business or engaging in any transaction with any person appearing on the list maintained by the U.S. Treasury Department's Office of Foreign Assets Control list located at 31 C.F.R., Chapter V, Appendix A or (b) is a person described in Section 1 of the Anti-Terrorism Order.

***[SIGNATURES ON FOLLOWING PAGE]***

**IN WITNESS WHEREOF**, the Parties have caused these presents to be signed, acknowledged and delivered in by their duly authorized representative, as of the date set forth below his signature.

**TOWN OF BERLIN**

By: \_\_\_\_\_  
Name: Zackery Tyndall                      Date: \_\_\_\_\_  
Title: Mayor

**DEVELOPER**

**Coastal Ventures Properties LLC**, a State of Maryland limited liability company

By: \_\_\_\_\_  
Name: Palmer Gillis                      Date: \_\_\_\_\_  
Title: Managing Partner

**THE PARKS**

\_\_\_\_\_  
Oak-Kwang Park                      Date: \_\_\_\_\_

\_\_\_\_\_  
Soon-Ae Park                      Date: \_\_\_\_\_

***Acknowledged by Cropper Towing, Inc. as the Tenant of Parcel 405***

\_\_\_\_\_  
Chris Cropper                      Date: \_\_\_\_\_

THE STREETS, ROADS, OPEN SPACES, AND PUBLIC SITES SHOWN HEREON, AND THE MENTION THEREOF IN DEEDS, ARE FOR THE PURPOSE OF DESCRIPTION ONLY AND THE SAME ARE NOT INTENDED TO BE DEDICATED TO PUBLIC USE, THE FEE SIMPLE TITLE TO THE LAND SO SHOWN IS EXPRESSLY RESERVED IN THE PRESENT OWNERS SHOWN ON THIS PLAT, THEIR SUCCESSORS, HEIRS, AND ASSIGNS.

I, L. E. BUNTING, JR., REGISTERED LAND SURVEYOR  
IN THE STATE OF MARYLAND, HEREBY CERTIFY  
THAT THIS SUBDIVISION HAS BEEN LAID OUT  
AND PLATTED IN COMPLIANCE WITH THE  
REQUIREMENTS OF SECTIONS 59, 60, 61, ARTICLE 17  
OF THE ANNOTATED CODE OF MARYLAND, 1987  
ADDITION AS AMENDED.

E. Bunting, Jr. 5/31/79  
LIC. NO. 142 WD.

REGISTER COUNTY HEALTH DEPT.

WASH DC 12228 MINAMI BOB C/O/OF 101-1 750604

NO 2 - APPROVED FOR INTERIM REVIEW AND WATER

047E

WORCESTER COUNTY PLANNING COMM.

APPROVED: 

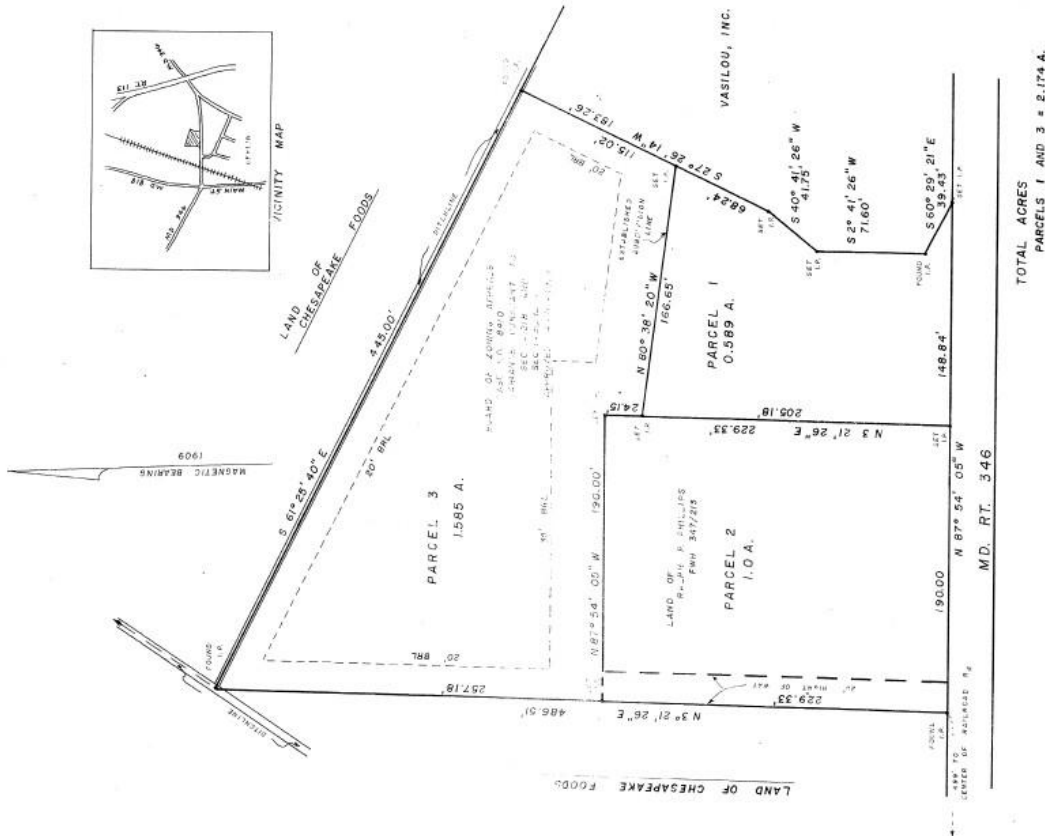
DATE 5 June 1979

FLAT

SHOWING SUBDIVISION OF LAND  
OF GEORGE / SUZANNE HURLEY  
THIRD ELECTION DISTRICT  
WORCESTER COUNTY, MARYLAND

L. E. BUNTING, JR. L.S.  
6 MANKLIN COURT  
BERLIN, MARYLAND 21811

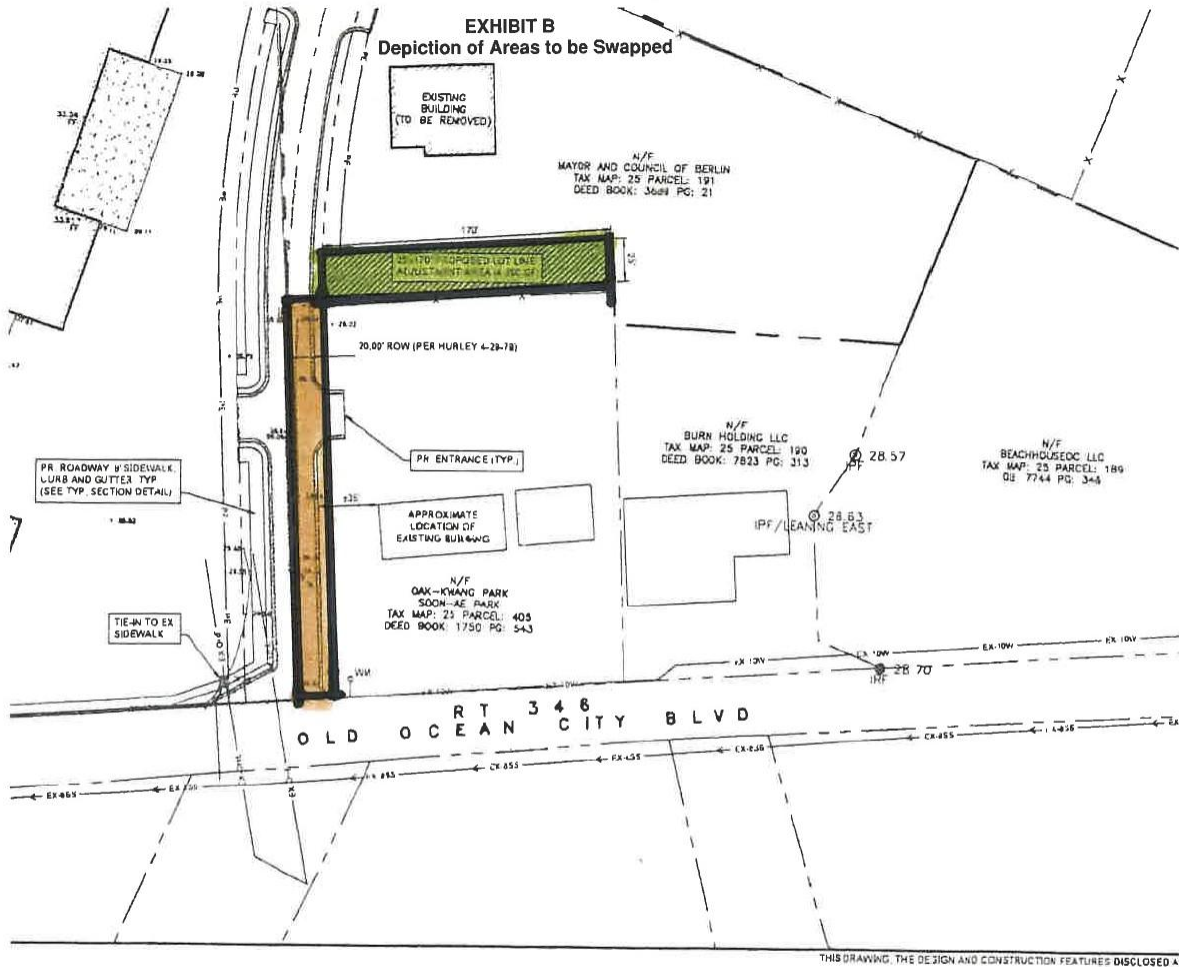
SCALE 1" = 50' 4-29-79



## Exhibit B Depiction of Areas to Be Swapped

**\*\*\*\*\*NOTE\*\*\***

**Need to confirm dimensions of green area**



**RIGHT OF WAY TO BE RELINQUISHED TO TOWN  
OF BERLIN FOR A NEW TOWN PUBLIC STREET**



**EXTENSION OF CROPPER/ PARK NORTHERLY PROPERTY**

## Summary of Land Swap Agreement for 11/10/25 Mayor and Council Agreement

### Parties

- **Town of Berlin** (municipal corporation)
- **Oak Kwang Park and Soon-Ae Park** (private property owners of land currently leased by Cropper's Towing)
- **Coastal Ventures Properties LLC** (Developer and contract purchaser of Parcel 57)

### Purpose of the Agreement

To facilitate a **land swap** that enables the construction of an access road to the future DPW facility and skate park over the existing ingress-egress easement area.

### Key Parcels

- **Parcel 57**: Owned by the Town, approx. 9.35 acres.
- **Parcel 191 & Parcel 410**: Also owned by the Town, formerly part of "Parcel 3".
- **Parcel 405**: Owned by the Parks, includes an **Access Easement** benefiting Parcels 191 and 410.
- **Parcel 405 Extension Area**: ~4,250 sq ft from Parcel 191 to be swapped with the Access Easement area.

### Land Swap Terms

- The Parks will convey the **Access Easement Area** to the Town.
- In exchange, the Town will convey the **Parcel 405 Extension Area** to the Parks.
- Both transfers will be by **special warranty deed**, free of liens except those of record.

### Financial Consideration

- The Developer will pay the Town **\$9,485** for the Parcel 405 Extension Area.

### Closing

- Will occur simultaneously with the closing of the Parcel 57 Land Disposition Agreement (LDA).
- Each party bears its own legal and closing costs unless otherwise agreed.

### Responsibilities

- **Developer**: Pays all costs (except subdivision), including curb cuts, stormwater facilities, and necessary approvals.
- **Town**: Prepares subdivision plat and coordinates access road planning.

### Termination Clause

- This Agreement terminates if the Parcel 57 LDA is terminated.

### Legal & Administrative Provisions

- No waiver of Town's permitting or review authority.
- No personal liability for Town officials or Developer representatives.

### Exhibits

- **Exhibit A**: Plat showing Access Easement.
- **Exhibit B**: Depiction of areas to be swapped



MOTION OF THE MAYOR AND COUNCIL 2025-64

A motion of the Mayor and Council of the Town of Berlin AUTHORIZING PAYMENT TO BEARING CONSTRUCTION IN THE AMOUNT OF \$12,594.73 FOR VALVE REPLACEMENT.

This payment will be expensed as a part of the Capital Project Fund for Water Distribution (20-5720-5255).

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2025, by the Council of the Town of Berlin, Maryland, by the vote as indicated below:

Name	Counted toward Quorum				
	Aye	No	Abstain	Recused	Absent
Dean Burrell, VP					
Steve Green					
Jay Knerr					
Shaneka Nichols					
Jack Orris					
<i>Voting Tally</i>					

\_\_\_\_\_  
Dean Burrell, Sr. Vice President of the Council

Approved this \_\_\_\_ day of \_\_\_\_\_, 2025, by the Mayor of the Town of Berlin.

\_\_\_\_\_  
Zack Tyndall, Mayor, President of the Council

Attest: \_\_\_\_\_  
Mary Bohlen, Town Administrator

# Bearing Construction, Inc.

805 Shine Smith Road  
Sudlersville, Maryland 21668  
410-556-6100 fax 410-556-6574

Invoice No. 48088-01

## INVOICE

### Customer

Name Town of Berlin, MD  
Address 9210 Bottle Branch Road  
City Berlin State MD ZIP 21811  
Phone \_\_\_\_\_

Date 10/10/2025  
PO # 202600138  
Rep Jamey Latchum  
FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	Small Projects 2025 Berlin, MD Bearing Project: 48088  PCO 01 - Valve Replacement	\$12,594.73	\$12,594.73

SubTotal	\$12,594.73
Shipping & Handling	
Taxes State	
<b>TOTAL</b>	<b>\$12,594.73</b>

Office Use Only

**Please call Chris Wolfenden with any questions at 443-480-2548.**  
**Net Due Upon Receipt.**



## MOTION OF THE MAYOR AND COUNCIL 2025-65

A Motion of the Mayor and Council of the Town of Berlin to APPROVE OUTSOURCING PRINTING AND MAILING SERVICES OF THE UTILITY BILLS TO MAIL MOVERS VENDOR.

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2025, by the Council of the Town of Berlin, Maryland, by the vote as indicated below:

Name	Counted toward Quorum				
	Aye	No	Abstain	Recused	Absent
Dean Burrell, VP					
Steve Green					
Jay Knerr					
Shaneka Nichols					
Jack Orris					
<i>Voting Tally</i>					

\_\_\_\_\_  
Dean Burrell, Sr. Vice President of the Council

Approved this \_\_\_\_ day of \_\_\_\_\_, 2025 by the Mayor of the Town of Berlin.

\_\_\_\_\_  
Zackery Tyndall, Mayor, President of the Council

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

Mary Bohlen, Town Administrator



# STAFF REPORT

**TO:** Mayor and Council

**FROM:** Natalie Saleh, Finance Director

**MEETING DATE:** Monday, November 10, 2025

**SUBJECT:** Outsourcing printing and mailing of the utility bills

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## SUMMARY

Staff contacted nine municipalities to gather information for the outsourcing of printing and mailing services for the utility bills. One vendor selected from an online search was included in the cost comparison. Four municipalities currently use the same vendor, MailMovers. Based on cost analysis and municipal feedback, staff recommend selecting MailMovers as the preferred vendor for the Town of Berlin's outsourced printing and mailing services for the utility bills.

## BACKGROUND

The following municipalities and their vendors for printing the bills were contacted:

### Municipalities Using MailMovers (located in Salisbury, MD):

- Ocean City
- Millsboro
- Georgetown
- Bethany Beach

### Other Vendors Identified:

- Poorehouse Printing (St. Michaels)
- MSV Mailing Service (Colonial Beach)
- BMS Direct Inc. (Williamsburg, VA)
- Letter Stream (online researched vendor)
- Arista (Easton)

## REQUEST FOR QUOTES

Quotes were requested from the vendors based on the following specifications:

- Monthly volume: 2,700–3,000 mailings
  - Format: 8.5" x 11", double-sided, single-sheet print on perforated paper
  - Envelope: #10 standard window envelope, sealed
  - Design: Black ink logo and return address
  - Delivery method: PDF upload capability
  - Postage: Bulk rate
  - Turnaround time: 1–3 business days
-

## COST ANALYSIS

Based on Town of Berlin average monthly volume of 2,625 pieces

Vendor	Per Piece Cost	Estimated Monthly Total	One-Time Setup Fee	Turnaround Time
MailMovers	\$1.10	\$2,887.50	\$0	1-3 business days
Letter Stream	\$1.29	\$3,386.25	\$0	3-7 business days
BMS Direct Inc.	\$1.15	\$3,018.75	\$600	1-3 business days
MSV Mailing	\$1.15	\$3,018.75	\$0	2-5 business days

*Note: All vendors meet technical requirements and include bulk rate postage in their pricing.*

## FINANCIAL OVERVIEW

The current in-house cost is \$0.70 per piece or \$1,837.50 monthly.

Outsourcing at \$1.10 per piece represents an additional monthly expense of approximately \$1,050. This recommendation should be evaluated in the context of staff time savings, operational efficiency, and resource allocation priorities.

## RECOMMENDATIONS

Staff recommend selecting **MailMovers** as the preferred vendor for outsourced printing and mailing of utility bill services:

- Lowest outsourcing cost \$1.10 per mail piece, the most competitive pricing among external vendors.
- MailMovers currently serves four municipalities in the region (Ocean City, Millsboro, Georgetown, and Bethany Beach), demonstrating reliability and customer satisfaction.
- MailMovers requires no initial setup cost, allowing for immediate cost savings.
- Full technical compliance, this vendor had confirmed their ability to meet all requested specifications, including turnaround time, PDF uploads, and mailing requirements.



Estimate	
Estimate #	17575
Est Date:	10/9/2025
CustCode:	974

MAIL MOVERS - PO Box 2494 - Salisbury, MD 21802-2494

Phone: (410) 749-1885 Fax: (410) 749-9054

CUSTOMER INFO	JOB INFO	Estimate # 17575
Attn: LINDA JOHNSTON TOWN OF BERLIN 10 WILLIAMS ST BERLIN MD 218111233  <b>Phone:</b> (410) 629-1716 <b>Fax:</b> (410) 641-2316 <b>Terms:</b> Due On Receipt	<b>Account Rep</b> Shawn Dykes <b>Email:</b> shawn@mailmovers.net <b>Job Name:</b> Utility Bill 8.5x11 into #10  <b>Data Due:</b> <b>Material Due:</b>	<b>Pstg \$ Due:</b> <b>Drop Date:</b>

**Estimated Quantity: 3,000**

**Lettershop**

**SubTotal:** \$348.61

**Print**

**SubTotal:** \$735.78

**MLOCR**

**SubTotal:** \$279.90

**Postage**

\*Postage must be received 24 hours in advance of mail date

\*This estimate is valid for 30 days and is subject to change based on review of 'live' data and material

<b>Sub Total:</b>	<b>\$1,364.29</b>
<b>Discount:</b>	<b>\$0.00</b>
<b>Total Services:</b>	<b>\$1,364.29</b>
<b>Postage:</b>	<b>\$1,950.00</b>
<b>Total Incl. Postage:</b>	<b>\$3,314.29</b>

### Comments

Customer supplies print ready .pdf files  
 Microperf is 3 2/3" from top

Lettershop: Fold/Insert (1) 8.5 x 11 into #10 and seal  
 Deliver to Salisbury PO

MLOCR: Presort/Barcode

Print: (1) 8.5 x 11 Black Double sided on 20# microperf paper  
 #10 Std Window Envelope / Black Logo / Permit

Postage: MM Permit / Presort 1st class Automation letter rates

8.5 x 11 single sided insert printed black/inserted: .13 cents per piece.  
 #9 reply envelope printed black/inserted: .15 cents per piece.

Turn around time 1-3 business days depending on what time we receive the file and volume.

Thursday, October 9, 2025

Page 1 of 1



## MOTION OF THE MAYOR AND COUNCIL 2025-66

A Motion of the Mayor and Council of the Town of Berlin to ENTER INTO SOFTWARE AS A SERVICE (SaaS) AGREEMENT WITH TYLER TECHNOLOGIES, INC. for the PROVISION OF SERVICES RELATED TO TYLER ANNUAL SOFTWARE SUPPORT AS FURTHER DEFINED IN THE ATTACHED (SaaS) AGREEMENT.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by the Council of the Town of Berlin, Maryland, by the vote as indicated below:

Name	Counted toward Quorum				
	Aye	No	Abstain	Recused	Absent
Dean Burrell, VP					
Steve Green					
Jay Knerr					
Shaneka Nichols					
Jack Orris					
<i>Voting Tally</i>					

\_\_\_\_\_  
Dean Burrell, Sr. Vice President of the Council

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by the Mayor of the Town of Berlin.

\_\_\_\_\_  
Zackery Tyndall, Mayor, President of the Council

ATTEST: \_\_\_\_\_  
Mary Bohlen, Town Administrator



## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. Our current Business Travel Policy is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Business-Travel-Policy.pdf>.
- **"Client"** means the party indicated on the signature block or, in the absence of a signature block, the Investment Summary.
- **"Data"** means your data necessary to use the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users, if any, that are identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to a Third-Party Product.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement. Notwithstanding the foregoing, if these terms are linked from an Order Form, the Effective Date is the date your authorized representative signed the Order Form.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Order Form"** means an ordering document that includes a quote or investment summary and

specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.

- **“Professional Services”** means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all our customers who have a right to use the Tyler Software. Our current Support Call Process is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf>.
- **“Third-Party Hardware”** means the third-party hardware, if any, identified in the Investment Summary.
- **“Third-Party Products”** means the Third-Party Software and Third-Party Hardware.
- **“Third-Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third-Party Services”** means the third-party services, if any, identified in the Investment Summary.
- **“Third-Party Software”** means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software.
- **“Third-Party Terms”** means the end user license agreement(s) or other terms, if any, for the Third-Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we,” “us,” “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your governmental purposes, subject to any limits for Defined Users or Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in this Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). You acknowledge that we have no obligation to ship copies of the Tyler Software as part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement.
2. Ownership.
  - 2.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement

any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

2.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3. Data.

- 3.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
- 3.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce your Data to provide services pursuant to this Agreement. Additionally, you agree that Tyler may use deidentified Data for Client or third-party demonstrative or training purposes.
- 3.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at <https://www.tylertech.com/privacy>) and applicable law.
- 3.4. Data Breach Notification. Tyler will provide notice of a breach of Client Data in accordance with applicable state and federal data breach notification laws.

4. Restrictions.

4.1. You may not:

- 4.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations;
- 4.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;
- 4.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or
- 4.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
- 4.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then-current Support Call Process.

6. SaaS Services.

- 6.1. *Audit & Compliance.* Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or their equivalent, for so long as you are timely paying for SaaS Services. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will

provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.

6.2. *Service Levels.* The Tyler Software will be made available to you according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers.

6.3. *Business Continuity.* Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization Control reports or their equivalent. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations.

6.4. *Security Measures.* We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to our applications that take or process card payment data, we comply with applicable requirements of PCI DSS. We agree to supply the then-current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance> and, in the event of any change in our status, we will comply with applicable notice requirements.

## SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the services fees in the amounts set forth in the Investment Summary. You acknowledge that the fees stated in the Investment Summary, unless expressly stated otherwise, are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be

resolved by multiplying the applicable rate by the quoted units.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with reasonable access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. All of our employees undergo criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to support the efficient execution of the activities required for this Agreement. Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.
9. Maintenance and Support Services.
  - 9.1. For the duration of this Agreement, consistent with the terms set forth in our then-current Support Call Process, we will:
    - 9.1.1. perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
    - 9.1.2. provide telephone support during our established support hours as indicated in our then-current Support Call Process;
    - 9.1.3. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;
    - 9.1.4. provide releases to the Tyler Software (including updates and enhancements) that we

make generally available without additional charge to customers with a current SaaS Agreement.

- 9.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.
- 9.3. We will use all reasonable efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access to your Data and systems.
- 9.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) telephone support outside our normal business hours as listed in our then-current Support Call Process.

#### **SECTION D – THIRD-PARTY PRODUCTS**

1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.
2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you. Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.
  - 3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.
  - 3.3 You acknowledge that we are not the manufacturer of Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-Party Products.
4. Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

## SECTION E – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A or one (1) year if no duration is indicated. The initial term commences on the first day of the first month following the date the SaaS environment is made available to you. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).
  - 2.1. *Failure to Pay Fees*. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of fees. We may terminate this Agreement if you do not cure a failure to pay within sixty (60) days of our notice to you that you have overdue payments.
  - 2.2. *For Cause*. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause after following the procedures set forth in Section G(2).
  - 2.3. *Force Majeure*. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  - 2.4. *Lack of Appropriations*. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

## SECTION F – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
  - 1.1. We will defend you against any third-party claim(s) that the Tyler Software or Documentation infringes that third-party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
  - 1.2. Our obligations under this Section F(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties.
  - 1.3. If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either:
    - 1.3.1. procure the right to continue its use;
    - 1.3.2. modify it to make it non-infringing; or
    - 1.3.3. replace it with a functional equivalent.We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.

1.4. This section provides your exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1. We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by our negligence or willful misconduct; or (ii) our violation of law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2. To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by your negligence or willful misconduct; or (ii) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (i) DURING THE INITIAL TERM, AS SET FORTH IN SECTION E(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (ii) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (i) Commercial General Liability of at least \$1,000,000 per occurrence and \$2,000,000 aggregate; (ii) Automobile Liability of \$1,000,000 combined single limit;

(iii) Professional Liability (inclusive of cyber protection) of \$1,000,000 per claim and in the aggregate; (iv) Workers Compensation complying with applicable statutory requirements; and (v) Excess/Umbrella Liability of \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## SECTION G – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current pricing, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Performance Issues and Dispute Resolution.
  - 2.1. *Notice.* You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.
  - 2.2. *Invoice Issues.*
    - 2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Tyler.
    - 2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.
    - 2.2.3. You agree to pay all undisputed fees by the due date. You acknowledge that you forfeit your right to dispute **any** fees under this Agreement when you fail to pay undisputed fees within sixty (60) days of our notice that the fees are overdue.
    - 2.2.4. In addition to any other remedies available to us under this Agreement or law for non-payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement.
    - 2.2.5. WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.
  - 2.3. *Dispute Resolution.* You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
3. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation,

sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

4. Nondiscrimination. We will not discriminate against any employee or applicant in our employment practices or the performance of our duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national, or ethnic origin. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
5. E-Verify. We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.
6. Subcontractors. We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.
7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
9. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.
10. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, or implied. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified in writing, signed by an authorized representative of the party against whom enforcement is sought.
11. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
14. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
15. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
16. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- i. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - iii. a party receives from a third party who has a right to disclose it to the receiving party; or
  - iv. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
17. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state or commonwealth of domicile, without regard to its rules on conflicts of law.
19. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment

hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

20. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. In such cases, we reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

21. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler’s Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler’s Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at: <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

22. Contract Documents. This Agreement includes the following exhibits:

<b>Exhibit A</b>	Investment Summary
<b>Exhibit B</b>	Invoicing and Payment Terms
<b>Exhibit C</b>	Service Level Agreement
<b>Exhibit D</b>	Third-Party Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Town of Berlin, Maryland

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

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

Name:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

Address for Notices:

Tyler Technologies, Inc.  
7701 College Boulevard  
Overland Park, KS 66210  
Attention: Chief Legal Officer

Address for Notices:

Town of Berlin  
10 William Street  
Berlin, MD 21811-1233  
Attention: \_\_\_\_\_



## **Exhibit A**

### **Investment Summary**

The Investment Summary details the products and services to be delivered by us, or a third party, as applicable, to you under the Agreement. This Investment Summary is effective as of the Effective Date regardless of any expiration date in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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**Sales Quotation For:**  
BERLIN, MD TOWN OF  
10 WILLIAM STREET  
BERLIN MD 21811  
Natalie Saleh  
+1 (410) 641-2770  
nsaleh@berlinmd.gov

**Shipping Address**  
Town of Berlin  
10 Williams St  
Berlin MD 21811-1233

Quoted By      Ethan Reynolds  
Quote Expiration      2/8/26  
Quote Name      SaaS Flip

Tyler Annual Software – SaaS	
Description	Annual
<b>ERP Pro</b>	
<b>ERP Pro 10 Financial Management Suite</b>	
Core Financials	\$ 13,048
Additional Handheld Meter-Reader Interface	\$ 1,406
Project Accounting	\$ 2,771
Purchasing	\$ 3,695
Accounts Receivable	\$ 2,213
<b>ERP Pro 10 Customer Relationship Management Suite</b>	
Utility Billing Water/Gas	\$ 15,371
Additional Handheld Meter-Reader Interface	\$ 1,610
Cashiering	\$ 3,622
<b>Tyler One</b>	
<b>Content Manager Suite</b>	
Content Manager Core	\$ 5,711

<b>TOTAL:</b>		<b>\$ 49,447</b>
<b>Term # of Years:</b>	<b>3</b>	

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total SaaS		\$ 49,447
Total Tyler Services		
<b>Summary Total</b>	<b>\$ 0</b>	<b>\$ 49,447</b>

## Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

### Cashiering

Cashiering supports credit/debit cards, is PCI Compliant, and includes a cash collection interface and a cashiering receipt import.

### Core Financials

Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.

### Utility Billing Water/Gas

Utility CIS System includes collections, tax lien process and import, a standard forms pkg., output director and one Utility handheld meter-reader interface.

**Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:**

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.

- Annual Maintenance and Support fees are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). Any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the agreement.

**Fees for services included in this sales quotation shall be invoiced as indicated below.**

- Implementation and other professional services fees shall be invoiced as delivered.
- Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

P.O.#: \_\_\_\_\_



## **Exhibit B**

### **Invoicing and Payment Terms**

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **Tyler Annual Services.**

- 1.1. *SaaS Services.* SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section E(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
- 1.2. *Other Annual Services.* Fees for annual services other than SaaS Services are invoiced on an annual basis, beginning with the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2. **Tyler Services.**

- 2.1. *Professional Services Generally:* Unless otherwise indicated below, fees for Tyler services are invoiced as delivered.
- 2.2. *Consulting Services:* Fixed fee Consulting Services will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module.
- 2.3. *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
- 2.4. *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced (i) 50% upon delivery of specifications and (ii) 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
- 2.5. *Other Fixed Price Services:* Other fixed price services are invoiced as delivered. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning. Strategic Program Management Services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of program planning.

3. Hardware & Third-Party Products.
  - 3.1. *Hardware:* Hardware costs, if any, are invoiced upon delivery.
  - 3.2. *Hardware Maintenance:* The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
  - 3.3. *Third-Party Services:* Fees for Third-Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
  - 3.4. *Third Party Software.* License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.
  - 3.5. *Third Party Software Maintenance:* The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
  - 3.6. *Third-Party SaaS Services.* Third-Party SaaS Services fees, if any, are invoiced on an annual basis, commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year of Third-Party SaaS Services is indicated in the Investment Summary. Unless express stated otherwise, pricing for subsequent years will be at then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a monthly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy.
6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the software maintenance and support fees and if applicable, for annual “Disaster Recovery” and “Tyler Systems Management” services fees, prepaid for the time period commencing on the first day of the SaaS Term.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).



## Exhibit C

### SERVICE LEVEL AGREEMENT

#### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels related to the availability of the Tyler SaaS Services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.

**II. Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar month, calculated as follows:  $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$ .

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance Window:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the production environment.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

#### III. **Service Availability**

##### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

##### b. Our Responsibilities



When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable month. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

**IV. Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



## **Exhibit D Third-Party Terms**

Cornerstone OnDemand Terms. Your use of Cornerstone OnDemand software and services is subject to terms found here: <https://s3.us-east-1.amazonaws.com/sumtotalsystems.com/prod/images/cornerstone-terms-of-use.pdf>. By signing a Tyler Agreement or Order Form including Cornerstone software or services, or accessing, installing, or using Cornerstone software or services, you agree that you have read, understood, and agree to such terms. In addition, implementation of Cornerstone software and services may require inclusion of a Cornerstone Statement of Work

DebtBook. Your use of DebtBook software and services is subject to the terms found here: [DebtBook End User License Agreement | Tyler Technologies](#). By signing a Tyler Agreement or Order Form, or accessing, installing, or using DebtBook software or services, you agree that you have read, understood, and agree to such terms.

DigEplan Pro. Your use of DigEplan Pro is subject to the LCT Software LLC Subscription Terms & Conditions found here: <https://www.tylertech.com/client-terms/lct-software-llc-an-avolve-company-subscription-terms-conditions>. By signing a Tyler Agreement or Order Form including DigEplan Pro, or accessing, installing, or using DigEplan Pro, you agree that you have read, understood, and agree to such terms.

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Emphasys Terms. Your use of SymPro software and services is governed by terms available here: <https://tylertech.com/portals/0/terms/Emphasys-Software-Agreement/Emphasys-Software-Agreement.pdf>. By signing a Tyler Agreement or Order Form containing such software or services, or accessing, installing, or using SymPro software or services, you agree that you have read, understood, and agree to such terms.

Envisio Terms. Your use of Envisio software and services is subject to the terms found here: <https://www.tylertech.com/client-terms/envisio-solutions-inc-end-user-license-agreement>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Envisio software or services, you agree that you have read, understood, and agree to such terms.

Fire Prevention Mobile Terms. Your use of Tyler's Fire Prevention Mobile solutions is subject to the terms found here: <https://www.tylertech.com/terms/fire-prevention-mobile-third-party-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

Koa Hills Terms. Your use of Koa Hills SaaS is governed by terms available here: <https://www.tylertech.com/Portals/0/Terms/Koa-Hills-Software-as-a-Service-Agreement.pdf>. By signing a Tyler Agreement or Order Form containing Koa Hills SaaS, or accessing, installing, or using Koa Hills SaaS, you agree that you have read, understood, and agree to such terms.

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: <https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

Polco Terms. Your use of Polco software and services is subject to the terms found here: <https://www.tylertech.com/client-terms/polco-end-user-license-agreement>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Polco software or services, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

TrueRoll Terms. Your use of TrueRoll software and services is subject to terms found here: <https://tylertech.com/portals/0/terms/TrueRoll-Software-Services-Agreement.pdf>. By signing a Tyler Agreement or Order Form including TrueRoll software or services, or accessing, installing, or using TrueRoll software or services, you agree that you have read, understood, and agree to such terms.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third-Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand, and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court



# STAFF REPORT

**TO:** Mayor and Council

**FROM:** Natalie Saleh, Finance Director

**MEETING DATE:** Monday, November 10, 2025

**SUBJECT:** Tyler Software Migration to Cloud Hosting

---

## SUMMARY

At the beginning of FY 2026, Tyler Software notified us that our system cannot accept updates. Tyler software is currently hosted on a server at Town Hall that requires new storage space. The Town of Berlin IT team initially recommended migrating the software to a new SQL space on the existing server. However, after further analysis, staff now recommend migrating to Tyler's cloud-hosted solution.

## BACKGROUND

Tyler Software has previously recommended that the Town migrate to their cloud-hosted version of the software. Cloud hosting offers several advantages:

- Improved software performance
- Enhanced security features
- Automatic backups managed by the provider
- Guaranteed security updates
- Immediate access to software innovations and updates

Cost analysis was performed to compare the options:

1. Upgrade the existing server, creating new space for Tyler Software
2. Migrate to Tyler Cloud Hosting

## FINANCIAL OVERVIEW

### Option 1: Upgrade Existing Server

Total one-time cost: \$10,100

- TechMD (IT department labor and new licensing): \$8,850
- Tyler Technologies (migration labor): \$1,250

Annual ongoing cost: \$33,450 (current software support with annual increase)

### Option 2: Migrate to Tyler Cloud Hosting

Total annual cost: \$49,450

- Current annual software support: \$33,450
- Additional cloud hosting fee: \$16,000

No upfront migration costs

## RECOMMENDATIONS

Staff recommend migrating Tyler Software to cloud hosting by Tyler Technologies. This option provides superior long-term value through enhanced security, automatic updates, and reduced internal IT maintenance burden.

Staff requests for approval from the Mayor and Council for:

1. The Software as a Service Agreement (SaaS Agreement) with Tyler Technologies
2. Payment of \$16,000 (PO #202600802) for the first year's additional cloud hosting fees



## November 11, 2025 Weekly Report

### Departments This Week:

#### Town Administration

- **SAVE-THE-DATE**
  - Wednesdays November 5 and 12: Bulk Waste Collection dates. For details: <https://berlinmd.gov/bulk-collection-request/>
  - Monday, November 10: 5:00 PM Closed Session; 6:00 PM Regular Session
  - Tuesday, November 11: Most Town offices closed in observance of Veteran's Day
  - Monday, November 24: Closed Session TBD; 6:00 PM Regular Session
  - Thursday & Friday, November 27 & 28: Most Town offices closed for the Thanksgiving Holiday
  - Wednesdays, December 3 & 10: Yard Waste Collection dates. For details: <https://berlinmd.gov/trash-recycling-and-special-collection/>
- I am on vacation next week - November 3rd - 7th and Kelsey and I will be in Annapolis for the LGIT Annual Meeting on Thursday, November 13th.
- The Review Committee for the Comp Plan update met earlier in September. Interviews with select firms scheduled for October 21st and 28th. Recommendation for award will be on the agenda for the 27th.
- General On-call Engineering and On-call Stormwater Engineering RFQs were due Friday, October 10th. Initial evaluations are underway, and the review committee meeting is being scheduled.
- Ongoing for Town Hall Renovations:
  - Continuing to work on planning, particularly as relates to vacating Town Hall and Planning. There are a lot of moving parts to this undertaking and there will be significant effect on staff during the renovation. The intent is for Customer Service to be available Monday to Friday with regular business hours at the Visitor Center, but other staff and departments will work a hybrid work plan both remote and in-person. Details are still being worked on and are likely to be adjusted, possibly several times, as we actually move forward.
  - Continuing to work on Records. A lot of records have been cataloged and moved to the storage units at Heron Park, but there is still a lot to go.
- "Reserving" a space along the Christmas Parade route by placing chairs, blankets, etc. will be limited to 5:00 PM or later on Thursday, December 4th, to coincide with the closing of Main Street.

While this practice has been allowed in the past, such obstacles are actually in violation of Town Code. Recent years have seen increased complaints from pedestrians, individuals using travel aids (walkers, wheelchairs, mobility scooters and the like), and those pushing strollers, among others. Those attempting to navigate the sidewalks have been forced to move into the lanes of traffic to go around these obstacles and there have even been incidents in which items have been pushed or thrown into the street. Therefore, in consideration of these safety concerns, and in consultation with the Berlin Police Department and Public Works Department, the decision has been made to prohibit placement of chairs, etc., before 5:00 PM on parade day.

Items placed before 5:00 PM on any sidewalk along the parade route will be subject to removal, and arrangements to collect such items can be made by contacting the Berlin Police Department non-emergency number at 410-641-1334.

### **Economic and Community Development**

- The Christmas parade is full! Interested parties may add their name to the waitlist by contacting Allison, [aearyl@berlinmd.gov](mailto:aearyl@berlinmd.gov)
- Council member Jack Orris is our newest Christmas parade judge.
- The delivery of the Christmas tree will be Monday, November 17 at 2 PM. Weather dependent. Decorating the tree will be Thursday, November 20.
- The mural approval process has received positive feedback from the Maryland State Arts Council & the preservation officer from DHCD stating that an arts advisory board should decide on the mural design while a Historic District commission decides on the historic integrity of the building the mural would be placed on.
- Merry Marketplace is coordinated by the Berlin/OC Rotary club in partnership with the Berlin Main Street Arts and Entertainment district; all vendors must be approved by our department.
- It's the end of the year reporting time and I will be working on our yearly report for both Main Street America and Maryland Main Street.

### **Electric**

- Truck & Treat Event.
- Meter Reads & Demands.
- AMI Meter Installs & Testing.
- Flower Street-Customer Side Upgrade.
- Washington Street-Upgrade Transformer & Install Service.
- Vehicle Dielectric Testing.
- Test Christmas Lights & Skylines.
- Various Locations-Street Light Repairs & Tree Trimming.
- Power Plant-Maintenance.

### **Finance Director**

Continues to work on:

- FY 2025 Audit completion, outstanding reports for auditors.
- FY 2025 end-of-year performance. Preparation of financial highlights.
- FY 2025 capital projects for fixed assets.
- ChargePoint station contract review and billing reconciliations.
- Tyler's new server migration and discussion on the possibility On on-cloud hosting.
- New credit card processing discussions.
- Grants, water loans, public works bond, electric AMI meters bond.
- Opioid settlements, outstanding plan, and questions. Program implementation with Hope 4 Recovery.
- Bank accounts review, collateral coverage, positive pay implementation.
- CDA Bond paperwork, year-end information for USDA office.
- Delinquent accounts review.
- Public Service Commissioner's reports and submissions, PCA calculations – Michelle.
- DBF invoices review and processing.
- EA invoices review and processing.
- Credit card payments and processing- Shirley.

- Bank reconciliations – Melissa.
- Journal entries and invoices – Linda.
- Electric rate study paperwork and necessary reports for evaluation.
- Working with Booth and Assoc-in process.
- Water and electric meter readings- Michelle.
- Smart metering project planning and Tyler integration.
- Check processing and credit card payments, review registers, checks, and the Town's card payments – Shirley.
- Department meetings scheduled, projects, and planning.
- Employees' training.
- MD GFOA Conference is upcoming in October.
- Implementation of new Tyler modules for code enforcement, assets, and project accounting.

#### **Human Resources Department**

- Completed two employment verifications for employees.
- Processed payroll and all related reports on 11/03/25.
- Still working with the SHRM Handbook builder tool, once I finish "building" the handbook and have it reviewed by their legal team, I will be presenting it to the Mayor and Council.
- Still planning to continue to dress casually on Fridays to move files, pack, and sort more comfortably - however I am off this Friday 11/07/25.
- Working with the vendor & staff members on the holiday town gathering to come up with the menu, and things to do.
- Worcester County created a new Worcester County Safety Council group comprised of all of the Risk Managers in the County. The group will meet quarterly. I attended the first meeting on 10/29/25.
- I have been attending One Digital retirement series on Wednesday evenings every other week.
- Save the Date:
  - Civility in the Workplace and Harassment Training for December 16th - more information to follow.
  - Town Holiday gathering on December 19th - more information to follow.
- Open positions:
  - Chief Plant Operator - Wastewater
  - Police Communications Officer - Police
  - Police Officer - Police

#### **Planning Department**

- Preparing for next Historic District Commission meeting 11/5/25.
- Preparing for the next Planning Commission meeting 11/12/25.
- Met with several developers to discuss their projects.
- Ongoing review of development projects.
- Conducted interviews with Comprehensive plan agencies.
- Review meeting to discuss applications for the On-call General and Stormwater Engineering submissions.
- Researching fire pit ordinance in other municipalities.
- Issued door tags/corrective action letters for: Tall grass- 4, Prohibited signs- 6, Removed advertising signs- 4, Unregistered Business Licenses- 10, Work without permit- 1, Interior inspection- 1.

- Received permits for: Excavation- 1, Fence- 1, Renovation- 1, Addition- 1, Demolition- 1, Alteration- 1, Sign- 2.
- Released permits for: Roof- 1, Sign- 1, Alteration- 1, Addition- 1, Fence- 2, Deck- 1.
- Received applications for: Business License- 3, Contractor License, 3, Long Term Rental- 1, Short Term Rental- 1.
- Ongoing employee training.
- Worked on updating Water Resources map- including updates to hydrants.
- Attended PFAS training.
- Began updates to Zoning & Historic maps- including parcel boundaries.
- Reviewed imagery for businesses to compare to business licenses.

#### **Police Department**

- 10/22, Sgt Collins completed the annual certification for Taser (Electronic Control Device) Sgt Bragg, Pfc Shockley, Cpl Marshall, Ptl Ebke, Cpl Lloyd, and Ptl Duncan.
- 10/22, Pfc Shockley instructed Use of Force and Defensive Tactics to Sgt Bragg, Cpl Marshall, Cpl Lloyd, Ptl Ebke, and Ptl Duncan.
- 10/25, Sgt Bragg, Sgt J. Collins, Cpl Lloyd, Pfc R. Collins, and Ptl Ebke participated in the Berlin Touch a Truck and Treat.
- 10/27-31, Sgt Collins and K9 Dock completed a five day mandated K9 certification.
- 10/29, Lt Fisher participated in the Buckingham Elementary School's Trunk or Treat event.
- 10/30, Lt Fisher attended the quarterly Police Accountability Board meeting in Snow Hill, MD.
- 10/31, Lt Fisher, Sgt Bragg, Cpl Lloyd, Senior Officer Engelbrecht, Pfc Shockley, Pfc Rickards, and Pfc Ebke provided safety, security and traffic control for Halloween with assistance from the Worcester County Sheriff's Office and the Maryland State Police.
- Collisions – 6
- Arrest – 1

#### **Public Works**

- Bulk Pickup begins this week on 11/5 for Tues/Weds trash collection and finishes next week on 11/12 for Thurs collection. We anticipate at least 80 submissions total for pickup.
- PW assisted with Halloween trick or treat last Friday. We had an attendant at the West St. parking lot for the duration, and Water Resources provided porta potties at the lot as well.
- We assisted in planting 7 trees total last week at Henry Park as part of the Keep It Cool Grant. We will work on maintaining these trees for the foreseeable future.
- Weekly maintenance in parks and town owned areas continues into the fall season.
- Trash and recycling collection continues as normal.
- Street sweeping in all areas of town continues weekly as well.

#### **Water Resources**

- Attended Truck or Treat event at Decatur Park 10/25 10am-1pm.
- Held LSLR Pre-Bid Meeting 10/31 @ 10am.
- Still collecting LSLR Consent forms from residents.
- Powellton Ave Well House Building inspection.
- Fixed Water Leak on Bay St.
- Hill's Electric came to fix septage screen.
- Conducting interviews for On-Call Engineers (Stormwater & General).



Check Run Report  
will be posted when available.