



## BERLIN MAYOR AND COUNCIL Meeting Agenda

Berlin Town Hall  
10 William Street  
Monday, July 28, 2025

### 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 07.14.25
  - b) Regular Session Minutes of 07.14.25
2. **6:10 PM SWEAR IN:** Board, Commission, & Committee Members – Mayor Zack Tyndall  
*(Strategic Plan: DS1; DS4)*
3. **6:20 PM FIRST READING(S):** Town Attorney David Gaskill
  - a) Ordinance 2025-03 Amending Ch. 8 Business Licenses Article II Licenses – Town Attorney David Gaskill *(Strategic Plan: DS4)*
  - b) Ordinance 2025-04: Amending Ch. 8 Business Licenses Article III Peddling & Soliciting – Town Attorney David Gaskill *(Strategic Plan: DS2, DS4)*
4. **6:30 PM PUBLIC HEARING:** FY25 Maryland Community Development Block Grant Program (CDBG) – Mayor's Executive Assistant Sara Gorfinkel *(Strategic Plan: DS1 - DS6)*
5. **6:40 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 2025-42: Approval to Purchase Smith & Loveless Everlast Series 3000 Pumping Station for West Street Pump Station– Water Resources Director Jamey Latchum & Davis, Bowen, & Friedel Inc. Nicholas Bradley *(Strategic Plan: DS3, AS2)*
  - b) Motion 2025-43: RFP 2025-05 SDP Comfort Station Bid Award Recommendation – Public Works Director Jimmy Charles & Davis, Bowen, & Friedel Inc. Nicholas Bradley *(Strategic Plan: DS3; DS6)*
  - c) Motion 2025-44: Approve Funding for Improvements to West/Washington Parking Lot from the Impact Fees – Town Administrator Mary Bohlen *(Strategic Plan: DS5, AS1)*
  - d) Motion 2025-45: To Designate No Parking areas on West and Washington Streets - Town Administrator Mary Bohlen *(Strategic Plan: DS2, AS1; DS3, AS5)*
6. **7:00 PM BFC & BFCEMS Bi-Annual Presentation:** President David Fitzgerald *(Strategic Plan: DS2, AS2)*
7. **7:20 PM REPORTS:** Town Administrator's Report, Departmental Reports *(Strategic Plan: DS3; DS4)*
8. **7:40 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.*
9. **7:45 PM COMMENTS FROM THE COUNCIL**
10. **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
11. **7:55 PM COMMENTS FROM THE PRESS**
12. **8:00 PM ADJOURNMENT**





### 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:

- Time of closed session: Monday, July 14, 2025, 5:30 PM
- Place (location) of closed session: Vote to Close: Mayor and Council Chambers.  
Meeting: 2<sup>nd</sup> Floor Conference Room
- Purpose of the closed session: Regarding a personnel matter.
- Date and time that we will return to public meeting: Monday, July 14, 2025, 6:00 PM

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

- Motion to close meeting made by: Orris
- Second by: Nichols
- Members voting in favor: Burrell, Green, Knerr
- Members opposed: none
- Members abstaining: none
- 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.

NOTE: In addition to the item above, the Town Attorney brought the Mayor and Council's attention to a procedural matter related to the Regular Session's schedule Public Hearing regarding re-zoning; noting that he would include a statement specifically to address the Mayor and Council's findings in the re-zoning matter; such statement was affirming the applicants position in requesting the re-zoning, but inclusion of the statement was required.

- (7) To consult with counsel to obtain legal advice on a legal matter.

#### 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, J. Knerr, S. Nichols, J. Orris M. Bohlen, K. Jensen, D. Gaskill	No motion or vote taken
Legal Council	Same	No motion or vote taken.

**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.

CLOSED SESSION  
MAYOR AND COUNCIL OF BERLIN MARYLAND  
Monday, July 14, 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, Human Resources Director Kelsey Jensen, and Town Attorney Dave Gaskill

**Absent:** none

**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
- (7) To consult with counsel to obtain legal advice on a legal matter.

Beginning at approximately 5:32 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. It was noted that Item 1.c. on the Summary stated the reason for the closed session was to consult with legal counsel, though the agenda and Item 3 stated the correct reason of "personnel matter". With no questions or comments from the public and following a motion by Councilmember Orris and second by Councilmember Knerr, 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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Following a motion by Councilmember Orris, seconded by Councilmember Knerr, the Meeting adjourned at approximately 6:15 PM.

Respectfully Submitted,

***MTB***

Mary T. Bohlen  
Town Administrator

Attachment: Closed Session Summary of July 14 2025



# BERLIN MAYOR AND COUNCIL

## Meeting Minutes

Monday, July 14, 2025

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

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

**Staff Present:** Town Administrator Mary Bohlen, Town Attorney David Gaskill, Human Resources Director Kelsey Jensen, Chief of Police Arnold Downing, Public Works Director Jimmy Charles, 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. Following a moment of silence and the Pledge of Allegiance, Mayor Zackery Tyndall called the meeting to order at approximately 6:19 PM.

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

- a. Closed Session of 06.09.25
- b. Regular Session of 06.09.25

On the motion of Councilmember Orris, second by Councilmember Nichols, the Closed Session Minutes of 06.09.25 and Regular Session Minutes of 06.09.25 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: Chesapeake Employers Insurance and Deeley Insurance – Human Resources Director Kelsey Jensen, Chesapeake Employers Jackie Siejack, Deeley Insurance Laura Bren, & Matt Jones (Strategic Plan: DS3)

The Town was presented with a check for \$100,367.00 in recognition of its strong safety performance and the dedication of Town staff to maintaining a safe work environment. This payment reflects the Town's ongoing commitment to workplace safety and the importance placed on fostering a healthy, secure setting for employees. Over the past year, Chesapeake Employers Insurance has returned \$55 million to nonprofits and communities. Ms. Jensen expressed her appreciation to both Chesapeake Employers Insurance and Deeley Insurance for their responsiveness and ease to work with. She also noted the Town's gratitude for the valuable workshops and training they've provided.



## 3. Items for Approval:

- a. Motion 2025-39: Approve Driven Over Given Basketball Giveaway Event at Henry Park – Event Organizer Al Handy (*Strategic Plan: DS1, AS4; DS6, AS3*)

Mr. Handy discussed the importance of sportsmanship and his involvement in the local youth basketball league. Councilmember Orris inquired about the outstanding fees that needed to be paid. Ms. Daub explained that the deadline was quickly approaching, so Mr. Handy needed to bring this event before the Mayor and Council at this meeting to move forward.

Councilmember Nichols added that the organization would be a non-profit organization by the time the event took place, so she motioned to waive the \$150 in fees. Vice President Burrell expressed the need to be consistent and adhere to the Town's process, so that non-profit status should be obtained and proven for the fees could be waived. The Mayor and Council agreed that if the organization could produce the proper paperwork by the time of the event, the fees would be waived. If not, then the organization would have until December 31, 2025, to produce its non-profit paperwork to be reimbursed for the event fees of \$150.

On the motion of Councilmember Nichols, second by Councilmember Orris, Motion 2025-39: Approve Driven Over Given Basketball Giveaway Event at Henry Park 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 2025-40: Approval of Haley Architecture Additional Services Associated with Town Hall Renovations – Mayor Zack Tyndall (*Strategic Plan: DS4, AS1*)

Mayor Tyndall explained that part of the proposal included the replacement of the HVAC and other systems at Town Hall and renovation/remodel of the Planning Building. However, this would not increase the overall project budget of \$2.5 million by \$75,130.00. The bids would be structured to stay within that budget, and the Request for Proposals (RFP) would be designed to provide the Town with the flexibility needed to manage costs effectively.

Councilmember Knerr asked about plans for the Planning building. Mayor Tyndall responded that a full mock-up of the new Planning space would be developed. Ms. Gorfinkel clarified for the public that the Planning and Zoning Department would be moving into Town Hall, while the current Planning and Zoning building would be repurposed as office space for Economic and Community Development. This transition would allow all departments to be centrally located.

Councilmember Orris asked whether tours could still be coordinated before construction begins. Mayor Tyndall confirmed that tours would be scheduled once all staff had moved out.

Councilmember Orris also inquired about public access to the building plans. Mayor Tyndall stated

that the public is welcome to view the plans at Town Hall under supervision. However, due to security concerns, the Town would not be posting or distributing images of Town Hall's blueprints. He added that this policy could be reconsidered in the future.

Marie Velong of West Street asked whether the elevator and audio systems would be improved. Mayor Tyndall confirmed that a full elevator would be installed to replace the current chair lift. He added that the Town also hoped to improve the audio system, though he wanted to avoid overpromising at this stage.

On the motion of Councilmember Knerr, second by Vice President Burrell, Motion 2025-40: Approval of Haley Architecture Additional Services Associated with Town Hall Renovations 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 2025-41: Declaration of Surplus Equipment – Chief of Police Arnold Downing (*Strategic Plan: DS2; DS3, AS5*)

Chief Downing discussed the four surplus vehicles he was seeking approval to sell on GovDeals. Prior to the Town, the U.S. Army and Anne Arundel County owned these vehicles.

On the motion of Vice President Burrell, second by Councilmember Nichols, Motion 2025-41: Declaration of Surplus Equipment – Chief of Police Arnold Downing 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				

4. Public Hearing: Resolution 2025-05 Re-zoning of Parcel 57 – Town Administrator Mary Bohlen, (*Strategic Plan: DS3; DS4*)

Attorney Mark Cropper of Ayres, Jenkins, Gordy & Almand, P.A., representing Palmer and Sandy Gillis of Coastal Venture Properties, LLC, distributed binders that outlined their rezoning request for Parcel 57. Under Tab 3, page 15, Section 5.1.1 recommends reclassifying the property from R-1 to B-2. He noted that

under MDE's Tier 2B requirements, B-2 zoning was also required. Before Mr. Cropper moved forward, he asked Mr. and Mrs. Gillis if they concurred with his statements thus far. Both Mr. and Mrs. Gillis confirmed, yes.

The public hearing was opened at 6:53 PM. Marie Velong questioned the neighborhood descriptions; Mayor Tyndall explained the parcel was bound by Route 50, Route 113, Franklin Avenue, Route 818, and Old Ocean City Boulevard. Councilmember Nichols clarified that the corridor along Old Ocean City Boulevard, not Franklin Avenue, was primarily commercial. The hearing closed at 6:59 PM.

Mr. Gaskill stated that the parcel's current R-1 zoning was inconsistent with its industrial history, concluding that the zoning could be deemed incorrect. Mayor Tyndall asked if this was Mr. Gaskill's recommendation, and he confirmed yes. Vice President Burrell asked who desired the B-2 rezoning, and Mr. Cropper stated it was requested by his clients and the Town of Berlin per the requirements listed in the closing documents. Councilmember Knerr requested clarification on the parcel boundaries.

On the motion of Councilmember Orris, second by Councilmember Knerr, Resolution 2025-05 Re-zoning of Parcel 57 and accepted the presentation as the statement of fact 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				

## 5. Items for Discussion:

### a. Draft Ordinance Regarding Business Licenses – Town Attorney David Gaskill (*Strategic Plan: DS4*)

Mr. Gaskill explained that the most important aspect of the proposed ordinance is that it would give the Town the authority to revoke or deny business licenses based on issues such as excessive noise, litter, disorderly conduct, etc. He, Ms. Hardesty, and Ms. Bohlen agreed that while the Town may never actually need to enforce the ordinance, having it in place would be helpful.

Councilmember Knerr stated that the ordinance addressed all the concerns the Mayor and Council had hoped to see covered. Councilmember Green called it a smart approach and a valuable tool for the Town. Mayor Tyndall added that it would be useful and help facilitate important conversations when necessary.

Councilmember Orris thanked Mr. Gaskill for his work and asked if anything from the existing code had been incorporated into the ordinance. Mr. Gaskill noted that only Paragraph A had been carried over. Councilmember Orris then inquired whether the ordinance would affect the Farmers Market. Ms. Bohlen clarified that Farmers Market vendors operate under a peddler's license. Mr. Gaskill added that their vendor fee included the cost of that license.

Chief Downing emphasized that the purpose of business and peddler's licenses was not about generating revenue, but rather about the Town being able to properly vet applicants and maintain

awareness of activities within the Town. Ms. Bohlen stated the first reading of the ordinance could take place as early as the next meeting, which would be Monday, July 28th.

b. Draft Ordinance Regarding Amending Peddlers/Solicitors Code – Town Attorney David Gaskill (*Strategic Plan: DS2, DS4*)

Mr. Gaskill stated the original ordinance had been poorly drafted, so he chose to start from scratch. All newly proposed language appeared in all capital letters for clarity. He highlighted Section 8-53, which established a time restriction for peddler permits—from 9 AM to 5 PM with the exception of a scheduled appointment with a resident.

Ms. Bohlen addressed Section 8-55, noting that it specified the applicable fees. She stated listing fees directly in the Town Code was a mistake. So, she would be drafting a resolution to establish the updated fees which included \$150 for the license and an additional charge per individual operating in the streets.

Councilmember Orris inquired if hours could be shortened to 9 AM through 12 PM. Mr. Gaskill and Ms. Bohlen both felt 9 AM to 5 PM was reasonable, especially since the current license had no time restriction. Vice President Burrell proposed an alternative timeframe of 10 AM to 4 PM, which the Mayor and Council were in agreement with.

Councilmember Green asked about holiday limitations, and Councilmember Orris suggested Monday through Friday, from 10 AM to 4 PM, with no solicitation allowed on weekends or Town of Berlin-recognized holidays. The Mayor and Council were in agreement.

Councilmember Green also inquired about the turnaround time for criminal background checks required before issuing a peddler's license. Chief Downing explained a case search was conducted, which allowed for a quick turnaround.

Councilmember Knerr asked resident Mary Hedlesky whether the new ordinance addressed her concerns. Ms. Hedlesky replied that she would prefer to eliminate peddling in its entirety but thought the revised ordinance was a significant improvement.

Councilmember Green noted that it would be unconstitutional to revoke a peddler's license in its entirety, and Mr. Gaskill confirmed his statement.

c. West Street and Washington Street Parking – Mayor Zack Tyndall (*Strategic Plan: DS5, AS1*)

Mayor Tyndall discussed the feedback the Mayor and Council have received regarding the new public parking lot on West St. Ms. Bohlen asked Mr. Charles if Town staff helped direct traffic and assist with parking over the past weekend and Mr. Charles said no, but that parking appeared to be orderly even without staff direction. There were plans to implement parking bumpers, plant some plants around the lot, install fencing, set up ParkMobile, and administer no parking signs on West Street from Washington Street to Broad Street. Businesses and residents affected by the parking changes can request special permissions. The goal of this lot has not been to make money but to break even. If they haven't been removed already, the No Trespassing signs will be removed. \$75,000 was allocated in the FY26 budget for lot improvement. Mr. Charles will work to install the parking signs and direction signs. Ms. Wells will be adding the parking lot to the Town map and create informative content on social media. The lot had already been added to Google Maps.

Councilmember Green envisioned the lot as an overflow lot and around 110 people parked there over the last weekend. So, he was happy to see it being used. He stated he was proud of the lot

and the Council as well as the committee accomplishing what they hoped to accomplish. Councilmember Knerr added it was clear people were using the lot and WBOC picked up coverage of the lot. Vice President Burrell asked about the Town's liability if vehicles got stuck in the lot. Mr. Gaskill said no, not for vehicles but the Town had liability insurance if someone were to get hurt.

Councilmember Orris requested the Parking Subcommittee meetings to be open like the Parks Commission meeting so the public can be kept in the know and mentioned things seemed to be moving fast. He also knows of 20 parking bumpers that could be utilized in the parking lot. Councilmember Orris inquired about the rules and regulations for parking overnight and non-residential parking. Mayor Tyndall suggested the hours of operation could be similar to the parks, dusk to dawn. Or, the Town could make the investment for long-term use. Councilmember Nichols asked what lighting the parking lot would look like resources-wise as dusk to dawn varies due to seasons and it would be ideal to utilize this parking lot during the Town's holiday parade. Councilmember Knerr stated the decision-making for the parking lot will continue to be a slow roll, and changes will be made over time. Councilmember Green stated he wouldn't describe things with the parking lot as moving quickly, seeing as how the deal was struck in January 2025, and it was now July 2025. He felt as though the comments about the committee were unfair to those doing the work. Vice President Burrell confirmed the Parking Committee had to receive approval from the Mayor and Council before moving forward with any and all decisions.

d. Maryland Municipal League Summer Conference Feedback – Councilmembers Nichols & Orris  
(Strategic Plan: DS1 – DS6)

Councilmember Nichols shared that she has looked forward to the Maryland Municipal League (MML) Summer Conference each year, as it offered valuable opportunities to exchange ideas with officials from other municipalities. She emphasized the importance of affordable housing and accessible homeownership initiatives, noting that Berlin should be an active participant in these efforts. These efforts align closely with the Town's Strategic Plan and the theme of "One Berlin." She also highlighted *Project Uplift* as another initiative in which Berlin should be involved. Additionally, Councilmember Nichols mentioned that she found Ranked Choice Voting to be a compelling concept worth exploring, noting that 51 jurisdictions were currently utilizing it.

Councilmember Orris provided context for the public by explaining the purpose of MML and highlighted two sessions in particular, The Economic and Community Impact of Outdoor Recreation and Paving the Way to Stronger Communities: The Power of Safe Streets. In the Outdoor Recreation session, he discussed the importance of maintaining Berlin's charm while continuing to enhance community events. The Safe Streets session focused on strategies for making streets safer and more accessible for all residents. Councilmember Orris also inquired about potential state grant funding to support these efforts and was happy to see staff members from Town's departments at the conference.

6. Items for Announcement:

a. United Energy Trading, LLC Natural Gas Contract Poll Vote – Mayor Zack Tyndall  
(Strategic Plan: DS3)

Mayor Tyndall explained that the United Energy Trading LLC natural gas contract was up for bid, and Booth & Associates facilitated the process on behalf of the Town. Due to time constraints, a poll vote was conducted to proceed with the contract, which was approved unanimously.

b. Street Sign Auction – the Mayor’s Executive Assistant Sara Gorfinkel  
(*Strategic Plan: DS1; DS6*)

Ms. Gorfinkel provided an update on the Street Sign Auction, which launched on July 1st. At the time of her report, the auction had 75 contributors, 190 registered participants, and 128 out of 158 signs had received bids. Of the 190 registrants, 106 were residents of the Town of Berlin, with additional bidders from Colorado, Arizona, and other states. Some of the most popular signs included Baker Street, which had reached \$370; Graham Street at \$300; and two vintage Main Street signs at \$260 and \$270.

Ms. Gorfinkel noted that those who do not win a sign can still contribute to the Community Center through donations. Auction winners will be able to pick up their signs at Town Hall during regular business hours. Mayor Tyndall added that the Governor’s team expressed interest in sharing the auction with others, and the Maryland Municipal League (MML) hoped to highlight the initiative at a future event. Additionally, WBOC has covered the story multiple times. Ms. Gorfinkel stated that her fundraising goal for the auction is \$8,000.

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

Vice President Burrell asked for clarification regarding the code violations and vehicles as to what it meant. Ms. Bohlen explained it was probably for untagged or unregistered vehicles. Ms. Daub confirmed it was in regard to expired tags. Vice President Burrell asked if cars parked in the front yard were a violation and Mayor Tyndall said the Town could provide a more detailed breakdown. Councilmember Knerr inquired about the Multipurpose Building demolition RFP, and once bids were received, would the goal be to move forward with demolition as quickly as possible? Ms. Bohlen stated that, because the demolition would be grant-funded, the required Environmental Review Record was underway and that, following completion of that, the process to receive the Release of Funds would occur. Once the official Release of Funds was received, the bidding for the demolition could proceed. Vice President Burrell asked for confirmation that Head Start would not be touched or affected by the Multipurpose Building demolition, and Ms. Bohlen stated this was correct. Head Start would be notified far in advance of aspects of the project that would impact them directly, but that was some time off. Ms. Jensen reminded the Mayor and Council of the Town Staff Summer Gathering on Thursday, August 7<sup>th</sup>, from 12 PM to 2 PM so Town Hall will be closed for the day at noon. Mr. Charles showed the Mayor and Council a picture of the new trash truck in action with Vice President Burrell as the first stop of the day.

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

Marie Velong of West Street voiced ongoing concerns about Tracks and Yaks, particularly regarding traffic congestion on Buckingham Lane that extends onto Evans Road. Mayor Tyndall asked what time Tracks and Yaks buses were making drop-offs, but Ms. Velong was unsure. She noted, however, that the buses were leaving trash behind and blocking traffic in a central part of town. Chief Downing clarified that Tracks and Yaks were no longer operating within Town limits, as they had moved their drop-off location just across the line into the County.

Ms. Velong also expressed surprise that solicitation was an issue. Mayor Tyndall responded that, aside from one isolated incident, it hadn’t been a major problem, but the Town wanted to take a proactive approach. Ms. Velong took issue with the references to bread and meat and Ms. Bohlen explained that agricultural products were protected by the state.

Ms. Velong expressed concern that the growing number of regulations made the Town feel more like a homeowner’s association (HOA) and cautioned against overregulation. She also asked how the proposed



peddler's ordinance would affect the Girl Scouts. Councilmember Nichols responded that most Girl Scout sales are now conducted digitally for safety and security reasons.

Scout VanFossen, West Street, thought solar lighting at the West/Washington Parking lot was a great idea. He suggested putting a sign up that clearly stated what the Town was not liable for. He also asked for a white stop bar to be painted on the ground in front of the stop signs to which Mr. Charles confirmed was doable. Mr. VanFossen, as a bus driver, was concerned about the West Street entrance bus loop for Buckingham Elementary School and discussed this with the Mayor and Council at length.

#### 9. Comments from the Council

Vice President Burrell asked if it was a violation to park a boat in front of a home, and Chief Downing responded that there were currently no regulations prohibiting this. Vice President Burrell also asked Mr. Charles to contact the state regarding overgrown grass near the stop sign at Route 113 and Branch Street.

Councilmember Knerr reminded the public about the upcoming Flagpole Dedication ceremony on August 11, 2025, generously donated by the Gillen Family. Councilmember Nichols expressed her excitement for the ongoing progress within the Planning Department and Code Enforcement.

Councilmember Orris made a motion to update the lighting on Main Street by removing the existing lights in the trees and replacing them with uplighting.

Following brief discussion and on the motion of Councilmember Orris, second by Councilmember Nichols, motion to update the lighting on Main Street by discontinuing the lights in the trees and installing uplighting 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>	4	1			

10. Comments from the Mayor's Office – Mayor Tyndall discussed the water leak on Franklin Ave and praised Mr. Latchum's efforts in getting things quickly under control. He noted it was Mr. Latchum's goal to have the well up and running again in a month but by this meeting, the well was already back online.

11. Comments from the Press – None.

12. Adjournment:

On the motion of Vice President Burrell, second by Councilmember Orris, the Mayor and Council meeting was adjourned at approximately 9:02 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 NO. 2025-03

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND, A MARYLAND MUNICIPAL CORPORATION, AMENDING CHAPTER 8, ENTITLED BUSINESSES, ARTICLE II, ENTITLED BUSINESS LICENSES, SECTION 8-26, ENTITLED RULES AND REGULATIONS.

NOW, THEREFORE BE IT ENACTED BY THE MAYOR AND COUNCIL THAT SECTION 8-26 BE AMENDED AS FOLLOWS:

Sec. 8-26. - Rules and Regulations.

- A. The Mayor and Council are hereby authorized and empowered to make, adopt, promulgate and amend, from time to time, such rules and regulations as the Mayor and Council deem necessary or proper to carry out and enforce the provisions of this article and to define or construe any of the terms or provisions of this article.
- B. IT SHALL BE A CONDITION TO THE ISSUANCE OF ANY AND ALL LICENSES UNDER THIS CHAPTER THAT THE BUSINESS LICENSED SHALL BE USED AND OPERATED ONLY FOR LAWFUL PURPOSES AND THAT THE LICENSEE SHALL EXERCISE SUFFICIENT CONTROL OVER THE ESTABLISHMENT SO AS TO NOT ALLOW THE ESTABLISHMENT TO BE USED AND OPERATED IN A MANNER THAT WOULD BE DETRIMENTAL TO OR ADVERSELY AFFECT THE HEALTH, SAFETY, MORALS, PEACE, COMFORT AND GENERAL WELFARE OF THE SURROUNDING PROPERTIES AND RESIDENTS AND/OR THE PUBLIC IN GENERAL. AS A FURTHER CONDITION TO THE ISSUANCE OF A LICENSE, THE LICENSEE SHALL USE AND OPERATE THE BUSINESS IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, ORDINANCES, RULES AND REGULATIONS.
- C. THE RIGHT IS RESERVED TO THE MAYOR AND COUNCIL TO REFUSE TO GRANT ANY LICENSE, TO SUSPEND OR REVOKE ANY LICENSE PREVIOUSLY GRANTED OR TO PLACE APPROPRIATE RESTRICTIONS ON ANY LICENSE WHICH IS DETERMINED BY THE MAYOR AND CITY COUNCIL, AFTER NOTICE AND OPPORTUNITY FOR A HEARING, TO BE DETRIMENTAL TO OR TO ADVERSELY AFFECT THE HEALTH, SAFETY, MORALS, PEACE, COMFORT AND GENERAL WELFARE OF THE SURROUNDING PROPERTIES AND RESIDENTS AND/OR THE PUBLIC IN GENERAL. IN MAKING A DETERMINATION AS TO WHAT ACTION TO TAKE REGARDING A LICENSE, THE MAYOR AND COUNCIL MAY CONSIDER, IN ADDITION TO ANY OTHER RELEVANT FACTORS, THE FOLLOWING TYPES OF PROBLEMS OR CONDITIONS:
  - (1) EXCESSIVE NOISE EMANATING FROM THE ESTABLISHMENT OR PREMISES.
  - (2) EXCESSIVE TRAFFIC CONGESTION.
  - (3) EXCESSIVE LOITERING OUTSIDE THE ESTABLISHMENT DURING OR AFTER BUSINESS HOURS.
  - (4) TRASH ACCUMULATION, LITTERING OR ALLOWING LITTER TO GO ONTO SURROUNDING PROPERTIES.

- (5) FIGHTING AND/OR DISORDERLY CONDUCT ON THE PREMISES.
- (6) PREMISES BEING USED FOR ILLEGAL ACTIVITIES, WITH OR WITHOUT THE KNOWLEDGE OF THE LICENSEE.
- (7) ANY ACTIVITIES CREATING A COMMON LAW NUISANCE.
- D. THE TERMS OF THIS CHAPTER SHALL APPLY TO BUSINESSES LOCATED WITHIN OR REGULARLY DOING BUSINESS UNDER SUBSECTION H OF THIS SECTION, WITHIN THE CORPORATE LIMITS OF BERLIN.
- E. NO LICENSE SHALL BE ISSUED TO ANY PERSON FOR A BUSINESS LOCATED IN AN AREA NOT ZONED FOR THAT PURPOSE OR TO ANY PERSON FOR A BUSINESS WHICH MAY BE IN VIOLATION OF ANY OTHER CITY ORDINANCE.
- F. NO BUSINESS LICENSE WILL BE ISSUED TO ANY PERSON WHO HAS NOT PAID PRIOR YEARS' PERSONAL PROPERTY TAXES, OVERDUE TAXES, FEES, UTILITY CHARGES, MISCELLANEOUS BILLING OR RELATED ASSESSMENTS ON SUCH PROPERTY OR OWED BY THE PROPERTY/BUSINESS OWNER IN BERLIN.
- G. NO BUSINESS LICENSE WILL BE ISSUED TO ANY PERSON OR BUSINESS REQUIRED UNDER STATE OR COUNTY LAW TO FIRST HAVE OBTAINED A LICENSE OR CERTIFICATE FOR THE PROFESSION OR TRADE IN WHICH IT IS ENGAGED UNLESS A COPY OF A CURRENT LICENSE OR CERTIFICATE IS ON FILE WITH THE TOWN.
- H. NO GENERAL CONTRACTOR, SUB-CONTRACTOR OR HOME IMPROVEMENT CONTRACTOR SHALL PERFORM WORK ON ANY PROPERTY WITHIN THE TOWN OR OBTAIN A PERMIT TO PERFORM WORK WITHIN THE TOWN WITHOUT HAVING FIRST OBTAINED A BUSINESS LICENSE UNDER THIS CHAPTER AND COMPLIED WITH THIS SECTION.
- I. ALL GENERAL CONTRACTORS, SUB-CONTRACTORS AND HOME IMPROVEMENT CONTRACTORS SHALL HAVE AVAILABLE AT THEIR PLACE OF BUSINESS AND AT EACH WORK SITE WHERE THEY ARE PERFORMING ANY SERVICE WITHIN THE TOWN OF BERLIN, MARYLAND, A COPY OF A CURRENT BUSINESS LICENSE ISSUED PURSUANT TO THIS CHAPTER 109.
- J. THIS CHAPTER SHALL NOT APPLY TO THE DELIVERY OF PROPERTY OR MATERIALS WITHIN THE TOWN WHEN THE ONLY SERVICE PERFORMED IN CONNECTION WITH SUCH DELIVERY IS UNLOADING AND PLACING THE PROPERTY OR MATERIALS AT THE SITE OR LOCATION.

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 affirmative vote of \_\_\_\_\_ in favor, to \_\_\_\_\_ opposed, with \_\_\_\_\_ abstaining and \_\_\_\_\_ absent.

\_\_\_\_\_  
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 and  
President of Council

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

clean  
copy

ORDINANCE NO. 2025-04

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND, A MARYLAND MUNICIPAL CORPORATION, AMENDING CHAPTER 8, ENTITLED BUSINESSES, ARTICLE III, ENTITLED PEDDLING AND SOLICITING, SECTIONS 8-47 THROUGH 8-56, AND CREATING NEW SECTIONS 8-57 AND 8-58.

NOW BE IT ENACTED BY THE MAYOR AND COUNCIL THAT SECTIONS 8-47 THROUGH 8-56 BE AMENDED AS FOLLOWS:

~~Sec. 8-47. - Definitions.~~

~~———— The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~———— *Distributor* means any person who distributes or causes to be distributed on any street or public place within the town any handbill, advertisement, circular, card, pamphlet or printed material of any kind other than a regularly delivered newspaper, magazine or periodical.~~

~~———— *Merchandise* means all goods, wares, food, meat, fish, ice cream, fruits, vegetables, magazines, periodicals, printed material, farm products, services and orders or contracts for services, home improvements or alterations and anything that may be sold or distributed by peddlers, solicitors or distributors, as defined herein.~~

~~———— *Peddler* means any person, whether a resident of the town or not, who goes from house to house, from place to place or from street to street, traveling by foot, automotive vehicle or any other type of conveyance, carrying or transporting merchandise for the purpose of selling and delivering the merchandise to customers. The term "peddler" shall also include the words "hawker," "huckster" and "transient merchant."~~

~~———— *Solicitor* means any person, whether a resident of the town or not, who goes from house to house, from place to place or from street to street, traveling by foot, automotive vehicle or any other type of conveyance, soliciting, taking or attempting to take orders for the sale of merchandise or services of any kind for future performance or delivery, whether or not such individual has, carries or exposes for sale a sample of the merchandise or services, and whether or not he is collecting advance payments on such sales or orders, or who engages in any of the foregoing activities from a stationary location on any street or other public place. The term "solicitor" shall also include the term "canvasser" or any person who goes from door to door, as described above, for the purpose of soliciting contributions and/or who collects funds from a stationary location on any street or other public place.~~

~~{Code 1977, § 75-1}~~

~~Sec. 8-48. - Registration certificate required.~~

~~———— It shall be unlawful for any peddler, solicitor, distributor or transient merchant to sell, offer for sale or distribute merchandise, printed material or services within the town without first filing an application for registration and obtaining a registration certification from the town.~~

~~{Code 1977, § 75-2}~~



~~Sec. 8-49. -- Carrying of certificate, display, expiration.~~

~~Upon obtaining a registration certificate as hereinafter provided, a peddler, solicitor, distributor or transient merchant may conduct his activities within the town only as long as he adheres to the regulations set forth herein and carries the registration certificate upon his person at all times during the conduct of his activities. The registration certificate shall identify the person and the type of activity for which he has registered and shall be shown to any police officer or citizen upon request. All certificates shall expire on the date shown thereon, but in no case shall any certificate be issued for a period of time of more than one month.~~

~~{Code 1977, § 75-3}~~

~~Sec. 8-50. -- Application for certificate.~~

~~(a) Every applicant for a certificate under this article, other than for the solicitation of contributions, shall file with the police department of the town a sworn written application on a form to be furnished by the town, which shall give or be accompanied by the following information or documents:~~

- ~~(1) Name and description of the applicant.~~
- ~~(2) Permanent home address and full local address of the applicant.~~
- ~~(3) A brief statement of the nature of the activity and a description of the merchandise or service to be sold or performed.~~
- ~~(4) If employed, the name and address of the employer, together with credentials establishing the exact relationship.~~
- ~~(5) The length of time for which the certificate is desired.~~
- ~~(6) If a vehicle is to be used, a description of such vehicle and its license number.~~
- ~~(7) A statement as to whether the applicant has been convicted of any crime, misdemeanor or violation of any municipal ordinance, the nature of the offense and the punishment or penalty assessed therefor.~~

~~(b) In the case of solicitation of contributions, one person shall make application for the organization at least 30 days prior to the proposed date the solicitation will begin, which application shall give or be accompanied by the following:~~

- ~~(1) Name and local residence of the applicant.~~
- ~~(2) Name and official address of the organization represented and the names and addresses of the organization's local officers and managers.~~
- ~~(3) Purpose of the solicitation.~~
- ~~(4) Name and address of the person who will be in direct charge of conducting the solicitation.~~
- ~~(5) A list of the names and addresses of all sponsors, promoters and solicitors connected with the solicitation.~~
- ~~(6) An outline of the methods to be used in conducting the solicitation.~~
- ~~(7) The dates when the solicitation is to be made, giving the commencement and termination date.~~
- ~~(8) A statement as to whether or not any commission, fee, wage or other compensation is to be paid in connection with such solicitation and, if so, the details as to the amount to be expended from the funds collected.~~

~~{Code 1977, § 75-4}~~

~~Sec. 8-51. -- Issuance of certificate:~~

- ~~(a) Upon receipt of the completed application form and payment of the fee herein required, a registration certificate shall be issued by the police department. The certificate shall give such information as shall be deemed necessary to adequately identify the registrant and the activity in which he is involved. The expiration date of the registration certificate shall in all cases be indicated.~~
- ~~(b) In the case of solicitation of contributions, the certificate shall be issued to the organization, which shall supply each of its agents or solicitors with credentials, in a form approved by the police department, giving the name of the solicitor, the name of the sponsoring organization, the purpose for which the solicitation is being made, the signature of the managing officer of the organization, the date during which the solicitation is authorized to be made and the number of the registration certificate issued to the organization by the town.~~
- ~~(c) Except as provided in subsection (b) of this section, where an organization has several agents peddling, soliciting or distributing merchandise or printed material, each agent shall be registered separately. Upon expiration of a certificate, a new certificate will be issued upon compliance with all provisions of this article.~~

~~{Code 1977, § 75-5}~~

~~Sec. 8-52. -- General regulations:~~

~~No person shall:~~

- ~~(1) Peddle, solicit or distribute merchandise except between the hours of 9:00 a.m. and 6:00 p.m., unless specifically having been invited into a house by the occupant or having made an appointment with a person previously.~~
- ~~(2) Attempt to peddle, solicit or distribute merchandise or printed material without first having identified himself as a peddler, solicitor or distributor registered with the town and having displayed his certificate or credentials, in the case of the solicitation of funds.~~
- ~~(3) Have exclusive right to any location in the public streets or operate in any congested area where his operations might impede or inconvenience the public.~~
- ~~(4) Enter or attempt to enter the residence of any person in the town without an express invitation from the occupant of such residence.~~
- ~~(5) Conduct himself in such a manner as to become objectionable to or annoy an occupant of any residence.~~
- ~~(6) Shout, cry out, blow a horn, ring a bell or use any sound-making or amplifying device upon any of the streets, parks or public places of the town or upon private premises where sound of sufficient volume is produced or emitted therefrom to be capable of being plainly heard upon the streets, avenues, parks or other public places of the town or upon private premises, for the purpose of attracting attention to any merchandise or services.~~
- ~~(7) Distribute obscene merchandise or printed material or that which advocates unlawful contact.~~
- ~~(8) Litter the streets, public places or properties within the town with any merchandise or printed material.~~
- ~~(9) Peddle, solicit or distribute prepared food items, unless exempted under § 8-53, without the prior approval of the mayor and council.~~

~~{Code 1977, § 75-6, Ord. No. 2014-4, 7-14-2014}~~



~~Sec. 8-53. -- Exemptions:~~

~~———— The following persons or organizations are exempt from the registration procedure, upon compliance with all other provisions of this article and submission of applicable identification and documents to support the claim to exemption:~~

- ~~(1) Any person selling fruits and farm products grown by himself, with or without the help of others, or any person delivering bread and bakery products, meat and meat products or milk and milk products at retail.~~
- ~~(2) Any person engaged in the delivery of goods, wares or merchandise or other articles or things, in the regular course of business, to the premises of persons who had previously ordered the same or were entitled to receive the same by reason of a prior agreement.~~
- ~~(3) Any school, political or civic organization, benevolent society, service club or organization not for profit whose principal office is located in the town.~~
- ~~(4) Newspaper subscription solicitors.~~
- ~~(5) Persons selling personal property at wholesale to dealers in such articles.~~
- ~~(6) Persons conducting a bona fide auction sale pursuant to law or a sale required by statute or by order of any court.~~

~~{Code 1977, § 75-7}~~

~~State Law reference — Exemption from local fee for persons selling fresh fruits, vegetables or other country produce, Md. Business Regulations Code Ann. § 17-912.~~

~~Sec. 8-54. -- Interstate commerce, interpretation of provisions:~~

~~———— This article shall not be applied so as to occasion any undue burden upon interstate commerce with respect to any business or activity referred to herein. It is the intent of the Mayor and Council that this article be interpreted so as to achieve the primary purpose of protecting the health, safety and welfare of the inhabitants of the town and not as to unduly regulate or control the proper conduct of any business or commercial activity.~~

~~{Code 1977, § 75-8}~~

~~Sec. 8-55. -- Fees:~~

~~———— No registration certificate shall be issued until the proper fees hereinafter set forth have been paid to the town office:~~

- ~~(1) Twenty-five dollars per year per person, not prorated, accounting from July 1, or a daily charge of \$5.00 per person.~~
- ~~(2) Where an application is made for an organization, the fee shall be the same as in subsection (1) of this section, for such organization, together with one-half of such fee added for each person constituting a part of such organization and engaged in such soliciting or peddling within the town.~~

~~{Code 1977, § 75-9}~~

~~Sec. 8-56. - Violations and penalties:~~

~~Any violation of the provisions of this article shall be punishable, upon conviction, as a misdemeanor as provided in section 1-23 for each day said violation continues.~~

~~{Code 1977, § 75-10}~~

SEC. 8-47. - DEFINITIONS.

THE FOLLOWING WORDS AND PHRASES, WHEN USED IN THIS CHAPTER, SHALL, FOR THE PURPOSE OF THIS CHAPTER, HAVE THE MEANINGS RESPECTIVELY ASCRIBED TO THEM IN THIS SECTION, EXCEPT AS MAY HEREINAFTER BE SPECIFICALLY PROVIDED:

PEDDLER

ANY PERSON WHO SHALL ENGAGE IN PEDDLING AS HEREIN DEFINED.

PEDDLING

THE SELLING OR OFFERING FOR SALE OF ANY GOODS, WARES OR MERCHANDISE FOR IMMEDIATE DELIVERY WHICH THE PERSON SELLING OR OFFERING FOR SALE CARRIES WITH HIM OR HER IN TRAVELING, OR HAS IN HIS OR HER POSSESSION OR CONTROL, UPON ANY OF THE STREETS OR SIDEWALKS OR FROM HOUSE TO HOUSE WITHIN THE TOWN; PROVIDED, HOWEVER, THAT THE WORD "PEDDLING" SHALL NOT APPLY TO THE SEEKING OF OR TAKING OF ORDERS:

- A. BY ANY MANUFACTURER OR PRODUCER FOR THE SALE OF BREAD OR BAKERY PRODUCTS, MEAT AND MEAT PRODUCTS OR MILK OR MILK PRODUCTS, PRODUCE, EGGS OR OTHER AGRICULTURAL PRODUCTS;
- B. BY INSURANCE OR REAL ESTATE AGENTS OR BROKERS LICENSED UNDER THE APPLICABLE LAWS OF THE STATE OF MARYLAND; OR
- C. BY PERSONS FOR THE SALE OF NEWSPAPERS REGULARLY PUBLISHED AND/OR DISTRIBUTED IN WORCESTER COUNTY.

PERSON

ANY NATURAL PERSON, ASSOCIATION, PARTNERSHIP, FIRM OR CORPORATION.

SOLICITING

THE SEEKING OR TAKING OF CONTRACTS OR ORDERS FOR ANY GOODS, WARES OR MERCHANDISE FOR FUTURE DELIVERY OR FOR SUBSCRIPTIONS OR CONTRIBUTIONS UPON ANY OF THE STREETS OR SIDEWALKS OR FROM HOUSE TO HOUSE WITHIN THE TOWN; PROVIDED, HOWEVER, THAT THE WORD "SOLICITING" SHALL NOT APPLY TO THE SEEKING OF OR TAKING OF ORDERS:

- A. BY ANY MANUFACTURER OR PRODUCER FOR THE SALE OF BREAD OR BAKERY PRODUCTS, MEAT AND MEAT PRODUCTS OR MILK OR MILK PRODUCTS;
- B. BY INSURANCE OR REAL ESTATE AGENTS OR BROKERS LICENSED UNDER THE APPLICABLE LAWS OF THE STATE OF MARYLAND; OR

- C. BY PERSONS FOR THE SALE OF NEWSPAPERS REGULARLY PUBLISHED AND/OR DISTRIBUTED IN WORCESTER COUNTY

**SOLICITOR**

ANY PERSON WHO SHALL ENGAGE IN SOLICITING AS HEREINABOVE DEFINED.

**SEC. 8-48. - LICENSE REQUIRED.**

- A. NO PERSON SHALL ENGAGE IN SOLICITING OR PEDDLING IN THE TOWN WITHOUT FIRST REGISTERING WITH THE POLICE DEPARTMENT AND OBTAINING A TOWN LICENSE THEREFOR.
- B. ANY APPLICANT WISHING TO OBTAIN A TOWN LICENSE FOR THE SOLICITING OR PEDDLING OF ANY PRODUCT, ITEM OR SERVICE ALSO REGULATED BY ANOTHER GOVERNMENTAL AGENCY (I.E., THE HEALTH DEPARTMENT) MUST SHOW EVIDENCE OF COMPLIANCE WITH SUCH REGULATIONS AND A CURRENT LICENSE, WHERE APPROPRIATE, PRIOR TO THE ISSUANCE OF A TOWN LICENSE.

**SEC. 8-49. - APPLICATION FOR LICENSE.**

- A. EVERY PERSON DESIRING TO ENGAGE IN SOLICITING OR PEDDLING IN THE TOWN SHALL FIRST REQUEST A LICENSE THEREFOR FROM THE POLICE DEPARTMENT, GIVING HIS OR HER NAME, ADDRESS, SEX, AGE, PREVIOUS CRIMINAL RECORD, IF ANY, THE NAME AND ADDRESS OF THE PERSON FOR WHOM HE OR SHE WORKS, IF ANY, THE TYPE OR TYPES OF ARTICLE, DEVICE, SUBSCRIPTION, CONTRIBUTION, SERVICE OR CONTRACT WHICH HE OR SHE DESIRES TO SELL OR FOR WHICH HE OR SHE WISHES TO SOLICIT WITHIN THE TOWN, THE LENGTH OF TIME FOR WHICH HE OR SHE WISHES TO BE REGISTERED, THE TYPE OF VEHICLE HE OR SHE USES, IF ANY, AND ITS REGISTRATION NUMBER.
- B. NOTWITHSTANDING THE PROVISIONS OF SUBSECTION A HEREOF, ANY CIVIC, RELIGIOUS OR CHARITABLE ORGANIZATION SHALL BE PERMITTED, IN LIEU OF THE PROCEDURE HEREINBEFORE SET FORTH, TO REGISTER ITS SOLICITORS AND PEDDLERS ACTING FOR AND ON BEHALF OF SUCH ORGANIZATION OR ASSOCIATION BY THE SUBMISSION OF THE NAMES AND ADDRESSES OF ALL PERSONS ACTING FOR AND ON BEHALF OF SUCH ORGANIZATION, TOGETHER WITH A CERTIFICATION BY AN OFFICER THEREOF THAT ALL OF THE PERSONS WHOSE NAMES APPEAR ON SUCH LIST ARE MEMBERS OF SUCH ORGANIZATION AND/OR ARE ACTING ON ITS BEHALF AND ARE OF GOOD REPUTE AND WITHOUT PRIOR CRIMINAL RECORD OF A CRIME INVOLVING MORAL TURPITUDE.

**SEC. 8-50. - FEES.**

NO LICENSE SHALL BE ISSUED UNTIL THE PROPER FEES, AS SHALL BE DETERMINED BY THE COUNCIL BY RESOLUTION, SHALL HAVE BEEN PAID TO THE POLICE DEPARTMENT.

**SEC. 8-51. - LICENSE ISSUANCE; CONDITIONS.**

UPON RECEIPT OF THE REQUIRED APPLICATION PROPERLY COMPLETED BY THE APPLICANT, TOGETHER WITH THE NECESSARY FEES, THE POLICE DEPARTMENT SHALL ISSUE A SOLICITOR'S AND PEDDLER'S PERMIT, UNLESS THE APPLICANT SHALL HAVE BEEN CONVICTED OF A CRIME INVOLVING MORAL TURPITUDE OR UNLESS THE ORGANIZATION MAKING APPLICATION SHALL BE UNDER INVESTIGATION BY THE CONSUMER PROTECTION DIVISION OF THE OFFICE OF THE ATTORNEY GENERAL OF MARYLAND. NO LICENSE ISSUED PURSUANT HERETO SHALL BE TRANSFERABLE FROM ONE PERSON TO ANOTHER.

**SEC. 8-52. - DISPLAY OF LICENSE; COMPLIANCE WITH LICENSE.**

EVERY SOLICITOR OR PEDDLER SHALL, AT ALL TIMES WHILE ENGAGED IN SOLICITING OR PEDDLING IN THE TOWN, CARRY ON HIS OR HER PERSON THE LICENSE AND, UPON REQUEST, EXHIBIT THE SAME TO ALL POLICE OFFICERS, TOWN OFFICIALS AND CITIZENS. NO SOLICITOR OR PEDDLER SHALL ENGAGE IN SELLING OR OFFERING FOR SALE OR IN SEEKING OR TAKING OF ORDERS OR CONTRACTS FOR ANY GOODS, WARES, MERCHANDISE, ARTICLE, DEVICE, SUBSCRIPTION, CONTRIBUTION, SERVICE OR CONTRACT NOT MENTIONED UPON SUCH LICENSE, NOR SHALL ANY PERSON USE ANY VEHICLE FOR SOLICITING OR PEDDLING OTHER THAN THE VEHICLE REGISTERED UPON HIS OR HER LICENSE.

**SEC. 8-53. - TIME AND LOCATION RESTRICTIONS.**

- A. NO PERSON SHALL ENGAGE IN SOLICITING OR PEDDLING AT ANY TIME ON SATURDAY OR SUNDAY, OR ANY STATE OR FEDERAL HOLIDAY. SOLICITING OR PEDDLING MAY ONLY TAKE PLACE MONDAY THROUGH FRIDAY FROM 10:00AM TO 4:00PM EXCEPT WITH INVITATION FROM OR APPOINTMENT WITH THE RESIDENT.
- B. A PERSON WHO SOLICITS OR PEDDLES GOODS ON THE STREETS OF THE TOWN FROM EITHER A VEHICLE OR CONVEYANCE OF ANY DESCRIPTION SHALL KEEP MOVING FROM PLACE TO PLACE AND NOT REMAIN IN ANY ONE PLACE LONGER THAN 20 MINUTES OR RETURN THERETO WITHIN A PERIOD OF FIVE HOURS. A SOLICITOR OR PEDDLER SHALL NOT BE DEEMED TO HAVE COMPLIED WITH THIS PROVISION UNLESS HE OR SHE SHALL HAVE MOVED A DISTANCE OF AT LEAST 100 FEET FROM THE POINT OR PLACE AT WHICH HE OR SHE LAST STOPPED.
- C. NO SOLICITOR OR PEDDLER SHALL STOP OR TAKE UP LOCATION FOR THE PURPOSE OF SELLING AT ANY POINT WHICH IS LESS THAN 250 FEET FROM THE ENTRANCE OF ANY STORE OR PLACE OF BUSINESS WHICH SELLS, AT RETAIL, TRADE GOODS, WARES, MERCHANDISE, FOODSTUFFS OR PRODUCE SIMILAR TO THAT WHICH THE SOLICITOR OR PEDDLER IS OFFERING FOR SALE.

**SEC. 8-54. - NOISE.**

NO PERSON ENGAGED IN SOLICITING OR PEDDLING SHALL SOLICIT OR CRY HIS OR HER GOODS, WARES, MERCHANDISE, OFFERS, CONTRACTS OR SERVICES UPON ANY OF THE STREETS OR SIDEWALKS OF THE TOWN, NOR SHALL HE OR SHE USE ANY LOUDSPEAKER OR HORN OR ANY OTHER DEVICE FOR ANNOUNCING HIS OR HER PRESENCE TO THE MEMBERS OF THE PUBLIC.

**SEC. 8-55. - NUISANCES.**

ENTERING A PRIVATE RESIDENCE OR PLACE OF BUSINESS IN THE TOWN BY A SOLICITOR OR PEDDLER UNDER FALSE PRETENSES FOR THE PURPOSE OF SELLING OR OFFERING FOR SALE OR FOR SOLICITING ORDERS FOR GOODS, WARES, MERCHANDISE, CONTRACTS OR PERSONAL SERVICES; OR REMAINING IN A PRIVATE RESIDENCE OR THE PREMISES THEREOF OR ANY PLACE OF BUSINESS OR ON THE PREMISES THEREOF AFTER THE OWNER OR OCCUPANT THEREOF SHALL HAVE REQUESTED ANY SOLICITOR OR PEDDLER TO LEAVE; OR GOING IN AND UPON THE PREMISES OF THE PRIVATE RESIDENCE OR PLACE OF BUSINESS BY A SOLICITOR OR PEDDLER FOR ANY SUCH PURPOSE WHEN THE OWNER OR OCCUPANT THEREOF HAS DISPLAYED A "NO SOLICITING" SIGN ON SUCH PREMISES IS PROHIBITED AND IS FURTHER DECLARED TO BE A NUISANCE.

**SEC. 8-56. - FORM AND CONTENTS OF LICENSE.**

EACH LICENSE SHALL BE ISSUED IN CARD FORM, SHALL BE CARRIED BY THE PERSON FOR WHOSE BENEFIT IT IS ISSUED AND SHALL CONTAIN THE FOLLOWING: NUMBER OF PERMIT, FEE PAID, DATE OF ISSUE, EXPIRATION DATE, NAME, AGE, HEIGHT, WEIGHT, NAME OF EMPLOYER, ADDRESS AND SIGNATURE OF HOLDER. THE REVERSE SIDE OF SUCH LICENSE SHALL CONTAIN ANY REGULATIONS THEN IN EFFECT AND CONTROLLING THE HOLDER AS WELL AS ANY CONDITIONS AND/OR LIMITATIONS TO WHICH SUCH PERMIT IS SUBJECT.

**SEC. 8-57. - NUMBERING OF LICENSES.**

LICENSES SHALL BE ISSUED IN NUMERICAL ORDER; PROVIDED, HOWEVER, THAT SEPARATE RECORDS IN A SEPARATE NUMERICAL ORDER SHALL BE RETAINED AND MAINTAINED FOR SUCH LICENSES AS ARE ISSUED WITHOUT PAYMENT OF A LICENSE FEE.

**SEC. 8-58. - VIOLATIONS AND PENALTIES.**

ANY VIOLATION OF THE PROVISIONS OF THIS ARTICLE SHALL BE PUNISHABLE, UPON CONVICTION, AS A MISDEMEANOR AS PROVIDED IN SECTION 1-23 FOR EACH DAY SAID VIOLATION CONTINUES.

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 affirmative vote of \_\_\_\_\_ in favor, to \_\_\_\_\_ opposed, with \_\_\_\_\_ abstaining and \_\_\_\_\_ absent.

\_\_\_\_\_  
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 and  
President of Council

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

TOWN OF BERLIN  
NOTICE OF PUBLIC HEARING  
Monday, July 28, 2025  
6 PM

The Town of Berlin will conduct a Public Hearing to update the citizens about the progress of the FY25 Maryland Community Development Block Grant Program (CDBG) MD-25-CD-32, Architecture and Engineering related to the Berlin Community Center on the Historic Flower Street School site.

**The hearing will be held at the Mayor and Council Chambers, 2<sup>nd</sup> Floor, Berlin Town Hall, 10 William Street, Berlin, MD 21811 at 6:00pm on July 28, 2025.**

The Maryland Community Development Block Grant (CDBG) Program is a federally funded program designed to assist governments with activities directed toward neighborhood and housing revitalization, economic development, and improved community facilities and services. It is administered by the Department of Housing and Community Development.

The Maryland CDBG Program reflects the State's economic and community development priorities and provides public funds for activities which meet one of the following national objectives, in accordance with the federal Housing Community Development Act of 1974, as amended, that:

1. benefit to low and moderate income persons and households;
2. aid in the prevention or elimination of slums or blight;
3. meet other community development needs of an urgent nature, or that are an immediate threat to community health and welfare.

Efforts will be made to accommodate the disabled and non-English speaking residents with 5 days' advance notice to Sara Gorfinkel, 410-641-3858, mayorzack@berlinmd.gov.

Zack Tyndall, Mayor





## MOTION OF THE MAYOR AND COUNCIL 2025-42

A Motion of the Mayor and Council of the Town of Berlin AUTHORIZING THE PURCHASE OF THE SMITH & LOVELESS EVERLAST SERIES 3000 PUMPING STATION FOR THE WEST STREET PUMP STATION IN THE AMOUNT OF \$137,708.

This purchase was included in the approved budget for FY2026 as part of the Sewer Fund (24-5810-5255).

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025, BY THE COUNCIL OF THE TOWN OF BERLIN, MARYLAND, BY AFFIRMATIVE VOTE OF \_\_\_\_ TO \_\_\_\_ OPPOSED WITH \_\_\_\_ ABSTAINING AND \_\_\_\_ ABSENT.

\_\_\_\_\_  
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:** Jamey Latchum, Water Resources Director

**MEETING DATE:** Monday, July 28, 2025

**SUBJECT:** Approval to Purchase Smith & Loveless Everlast™ Series 3000 Pumping Station for West Street Pump Station

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## SUMMARY

The purpose of this staff report is to request Mayor and Council approval for the purchase of a factory-built Smith & Loveless Everlast Series 3000 pumping station for \$137,708 to replace the existing equipment at the West Street Pump Station.

The West Street Pump Station serves a critical role in the Town's wastewater collection system. The current infrastructure has reached the end of its service life, with increasing maintenance needs and a growing risk of failure. Staff have determined that a full equipment replacement is necessary to ensure continued reliable service and compliance with operational standards.

Smith & Loveless, Inc. has provided a quote for their Everlast Series 3000, a pre-engineered, factory-assembled pumping station that offers numerous advantages, including:

- Compact, above-ground installation
- Ease of maintenance and operator access
- Advanced QUICKSMART™ PLC control system
- Dual vacuum-primed pumps with 10-year volute/impeller warranty

This model has been selected based on its proven reliability, compatibility with the site, and overall long-term cost-effectiveness.

## Financial Overview

The total cost of the pumping station, including all specified standard and optional equipment, is **\$137,708**, which has been budgeted in the FY26 Sewer Fund under line item **24-5810-5255**. The quoted price is guaranteed for only 30 days from the July 21, 2025, quotation date.

Approving the purchase at this time is critical to securing the current price and remaining within the approved budget. The supplier has indicated that continued increases in material and fuel costs may trigger a price escalation if the order is delayed. Any such escalation could push the total cost beyond the allocated budget, potentially requiring either additional funding or a reduction in project scope.

## RECOMMENDATIONS

Staff recommends that the Mayor and Council approve the purchase of the Smith & Loveless Everlast Series 3000 pumping station from Smith & Loveless, Inc. in the amount of \$137,708, to be funded from Sewer Fund line item 24-5810-5255.



**Smith & Loveless, Inc.**

14040 Santa Fe Trail Drive  
Lenexa, Kansas 66215  
913/888-5201

Town of Berlin  
Attn: Jamey Latchum  
10 William Street  
Berlin, MD 21811

Quotation Date: July 21<sup>st</sup>, 2025  
Inquiry Number: 37287  
Engineer: Davis, Bowen, & Friedel, Inc.  
Job Location: Berlin, MD  
Project: West St. PS

Smith & Loveless, Inc., having an office at 14040 Santa Fe Trail Drive, Lenexa, Kansas 66215 (hereinafter referred to as "Seller"), hereby agrees to sell to the buyer designated below (hereinafter referred to as "Buyer"), the following equipment subject to all of the provisions set forth in this Sales Agreement. ***The Sales Representative is not an agent or employee of Seller and is not authorized to enter into any agreement on Seller's behalf or bind Seller in any way.***

ONE **SMITH & LOVELESS®** Factory-Built **EVERLAST™** Series 3000 pumping station complete with fiberglass housing and structural steel base suitable for installation on a concrete slab over an 8' x 8' inside dimensional square wet well. The principal items of equipment include two vertical, close-coupled, vacuum-primed, 4", 4B2X\*1 Smith & Loveless non-clog pumps, each capable of delivering 320 GPM at 30' TDH with a maximum static suction lift of 20', and each driven by 7.5 HP, 1200 RPM, 3 phase, 60 cycle, 230 volt motor; valves, 4" internal piping; central control panel with circuit breakers; motor starters and **QUICKSMART™** PLC automatic pumping level controls; priming pumps; ventilator, and all internal wiring.

Station provided with 6" flanged suction connections and 4" plain-end discharge connection with compression coupling.

**Standard Equipment Included:**

**QUICKSMART™** PLC digital control package with color touch-screen with following display functions:

- High water alarm
- Field selectable pump alternation sequence (timed or sequential)
- Individual and totalizing running time meters
- Alarm silence switch with automatic reset
- Prime mode selector – Constant or On-Demand

U.L. NEMA 4 Station Control Panel

**SHADE AIDE™** aluminum hood to shield the HMI display from direct sunlight

Float switch back-up level controls

Surge protection device

Hand-off-automatic selector switches

Vacuum priming system

Pump failure/prime failure via common alarm contact

Duplex GFI convenience receptacle

Spare S&L mechanical seal and volute gasket

Spare 24V power supply transformer

10 year enhanced warranty on pump volute and impeller and fiberglass enclosure

5-Year enhanced warranty on **QUICKSMART™** PLC control system

**Optional Equipment Items Included:**

**X-PELLERS®** Super Clog-Resistant Mono-Port Impellers  
Transformer (7.5 KVA)  
Low Water Alarm  
High Level Alarm Back-Up Float Switch  
Low Level Alarm Back-Up Float Switch  
Alarm Dialer Interface  
Intrinsically Safe Float Relays  
Intrinsically Safe Transducer Barrier  
Emergency Pump Connection (4")  
Circuit breaker and timer for wet well blower by others  
Two (2) Suction Pipe Support Braces

**Specifically Excluded Items:**

Wet Well Access to the Wet Well  
Unloading, hauling from nearest unloading area and storage  
Excavation, backfilling, grading and all field labor  
Concrete, concrete work, grout or grouting  
Concrete embedded items  
Piping connections or any piping outside the pump station  
Electrical wiring and conduit outside the pump station  
Unpacking and installation of accessory items, including touch-up painting  
Videotaping of startup or training sessions  
Any items not specifically included in this Sales Agreement are specifically excluded from Smith & Loveless scope of supply  
PLC Program Copy (if applicable)

Smith & Loveless, Inc. will provide one electronic copy of the O&M on CD in PDF format and four hard copies of the O&M. Additional copies can be provided for \$50 per copy.

**PRICE, SUBMITTAL DATA & DELIVERY:**

**\$137,708.00**

F.O.B. factory plus any taxes, which may apply. Truck/Rail freight allowed to the job site, rail siding or nearest unloading area-unloading to be by Buyer. Due to the spike in gas prices, which is beyond the control of Smith & Loveless at the time of our quotation/bid, a fuel surcharge may need to be assessed at time of shipment.

We are currently experiencing large increases in the price of materials and components with very little advance notice. Therefore, the sales price of the equipment quoted herein is subject to an escalation in price. Escalation shall be based upon the increase incurred by Smith & Loveless for the material or components in excess of 5% from the time of quote. The escalation shall be calculated as the % increase over 5% of the material/component item and shall include material handling factor and overhead. Such escalation shall be verified through quotes, invoices or receipts from suppliers to Smith & Loveless.

One day supervision of initial operation over one trip is included. If additional days are required, Seller will furnish a **factory-trained supervisor** for \$950 per day including travel time plus actual travel expenses.

With continuing approval of the Smith & Loveless Credit Department, payments terms are 100% Net 30 days from date of shipment, or at time of start-up, whichever occurs first.

Price is firm for 30 days from the date of proposal.

Seller to send Submittal Data for approval 4-6 weeks after receipt of complete details at Seller's factory.

Manufacturing completion is estimated 32-38 weeks after receipt in Seller's office of approved

Submittal Data and/or after all notations or comments have been clarified, approved and inserted into the manufacturing documents by the Seller. Variations in the time Submittal Data is returned to Seller and/or Submittal Data marked approved but which contain contingencies or variations may impact the completion time of the equipment.

**Please be advised, delivery quotes are estimates and subject to change based on the current, unpredictable supply chain. Smith and Loveless Inc. cannot guarantee delivery dates, nor accept responsibility for liquidated damages incurred from a late shipment.**

#### **ADDITIONAL TERMS AND CONDITIONS**

**1. GENERAL A.** Buyer's execution of this Agreement constitutes Buyer's offer to purchase, on the terms and conditions set forth herein, the equipment described in this agreement, and such offer is irrevocable for thirty (30) days after Buyer executes and delivers to Seller this Agreement together with all necessary engineering data and information. Prices are firm for thirty (30) days after the bid date provided a firm order is received at the factory within that time period and provided approved Submittal Data is received at the factory within forty-five (45) days from the date submittals are forwarded from the factory. In the event firm orders and Submittal Data are not received by Seller within the times set forth above, then price and delivery estimates may change due to changes in the costs of material and labor and/or factory capacity at the time when the firm orders or approved Submittal Data is received by Seller. Seller reserves the right to amend this Sales Agreement if not signed and returned within thirty (30) days from the quotation date. In the event we are unable to ship within estimated period for reasons beyond our control, including a request by the Buyer to defer shipment, the prices are subject to adjustment to those prevailing at the time of shipment.

**B.** THIS AGREEMENT IS NOT BINDING ON SELLER UNLESS SIGNED ON SELLER'S BEHALF BY AN OFFICER OR MANAGER OF SELLER.

**C.** This Agreement constitutes the entire contract between the parties with respect to said equipment (any prior agreement, representation, covenant or warranty, written or oral, being superseded hereby) and may not be amended or modified except by a written instrument duly executed by both parties, the provisions of any purchase order or other document submitted by or on behalf of Buyer to the contrary notwithstanding.

**D.** All notices hereunder are to be in writing and mailed postage prepaid to the party being notified at the address indicated in this agreement or at such other address as may be designated in writing.

**E.** Remedies provided for herein are cumulative and are in addition to all other remedies as may be available at law or in equity.

**F.** This Agreement is governed by and subject to the laws of the State of Kansas and the Buyer by executing this agreement agrees to submit to the Jurisdiction of the State of Kansas and the venue for any disputes between the parties will be in the District Court of Johnson County, Kansas, or the Federal District Court of Kansas.

**2. NOTICE TO PROCEED-** Return to Seller of approved Submittal Data or notification to Seller that the submission of submittals will be waived, constitutes notice to Seller to proceed with manufacture. In the event Seller does not receive approved Submittal Data within forty-five (45) days after Seller's submission of submittal data for approval, then Seller reserves the right to amend price and delivery of the equipment being sold. Final approved Submittal Data means approval by Buyer (or Buyer's representative) of Seller's Submittal Data and/or after all notations or comments have been clarified, approved and inserted into Seller's manufacturing documents at which point Seller's estimated completion schedule commences. Variations in the time Submittal Data is returned to Seller and/or Submittal Data marked approved but which contain contingencies or variations may impact the completion time of the equipment. Seller agrees to furnish only the equipment included in Seller's quotation and/or as described and modified in the Submittal Data. Approval of the Submittal Data constitutes acceptance of the equipment in the configuration described therein. If Seller is directed to change the scope of the equipment after notice to proceed to manufacture, then Seller reserves the right to amend the price and delivery of the equipment.

**3. EXCUSED PERFORMANCE-** Seller is not liable for any failure or delay in performance hereof, with respect to delivery or otherwise, if such failure or delay is due to any cause beyond Seller's control including, but not limited to, any Act of God, war, civil disturbance, riot, labor difficulty, factory capacity, fire, other casualty, accident or supplier's failure or inability to perform.

**4. CREDIT APPROVAL-** The credit terms specified herein are subject to Seller's continuing approval of Buyer's credit and if, in Seller's sole judgment, Buyer's credit or financial standing is impaired as to cause Seller to deem itself insecure, Seller may withdraw the extension of credit and require other payment terms.

**5. PAYMENT-** Subject only to any credit terms, which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified herein, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and Buyer's payment obligation is in no way dependent or contingent upon Buyer's receipt of payment from any other party. Any balance owed by Buyer for thirty (30) days or more after the same becomes due is subject to a 2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all damages, costs and expenses, including reasonable attorneys' fees, which Seller may incur with respect to Buyer's breach of this Sales Agreement or the collection of past due amounts from Buyer. If Buyer is in default under this or any other agreement with Seller, Seller may, at its option, defer performance hereunder until such default is cured.

**6. SECURITY INTEREST-** Until all amounts due hereunder have been paid in full, Seller has a security interest in said equipment and has all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of said equipment without legal process and the right to require Buyer to assemble said equipment and make it available to Seller at a place reasonably convenient to both parties. At Seller's request, Buyer shall execute any financing statement or statements submitted by Seller in order that Seller's security interest in said equipment may be perfected.

**7. WARRANTY & LIABILITY-** Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR

ANY PARTICULAR PURPOSE OR DESIGN AND WHICH ARE EXPRESSLY DISCLAIMED BY SELLER. Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer. Seller is not liable in association with its warranty or in any other capacity for any consequential, incidental or liquidated damages, late fees/damages or penalties.

**8. CLAIM PERIOD-** Buyer shall immediately inspect said equipment upon receipt thereof and immediately notify the carrier of any damage, shortage or other nonconformance. Seller is not obligated to consider any claim for damages, shortages or non-conformance unless notified by Buyer within ten (10 ) days after Buyer's receipt of said equipment.

**9. CANCELLATION-** Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder. This cancellation charge is intended to compensate Seller for difficult-to-calculate economic losses, including but not limited to, material and labor costs, as well as loss of anticipated profits suffered due to cancellation.

**10. SEVERABILITY –** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**11. STORAGE-** If at such time, within or after the estimated shipment period specified herein, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is so stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 2% of the purchase price.

**12. DRAWINGS, ILLUSTRATIONS AND MANUALS-** Catalog and proposal drawings, bulletins, and other accompanying literature are solely for purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable. Submittal for approval, if required, will be made after receipt of complete information from Buyer. Unless otherwise specified at the time of quotation, six sets will be furnished. Additional sets are at \$25.00 per set. Installation, maintenance and operation manuals will be furnished in the number of copies specified at the time of quotation. If none specified, four will be provided at no added cost, with additional copies at \$50.00 each.

**13. PERMITS, LICENSES-** Buyer at its sole cost and expense shall obtain all building or other permits or licenses with respect to the installation and operation of said equipment required by any federal, state or local governmental body.

**14. PATENT INDEMNIFICATION-** Seller shall, at its own expense, defend any suit instituted against Buyer, based on any claim that equipment furnished hereunder infringes any Letters Patent of the United States, and Seller shall pay any damages assessed against Buyer in any such suit, provided that Buyer, upon service of process upon Buyer, gives to Seller notice in writing of the institution of such suit, and permits Seller, through counsel chosen by Seller, to defend the same, and gives Seller all information in Buyer's possession and reasonable assistance and authority to enable Seller so to do. Seller shall have no liability or obligation to Buyer for patent infringement resulting from compliance by Seller with written instructions or specifications of Buyer concerning the structure, operation, material, or method of making equipment furnished hereunder.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Buyer

By \_\_\_\_\_  
Print Name

By \_\_\_\_\_  
Authorized Signature

Physical Address

Email Address

Is this purchase tax exempt? **Yes**\_\_\_\_ **No**\_\_\_\_  
If **YES**, attach Sales Tax Exemption Certificate. Failure to provide tax exempt certificate prior to shipment will result in Buyer being responsible for all applicable taxes.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
at Lenexa, KS.

**SMITH & LOVELESS, INC**

By \_\_\_\_\_  
Authorized Signature

Prepared by \_\_\_\_\_  
Sales Representative

**NOTE: The Sales Representative is not an agent or employee of Seller and is not authorized to enter into any agreement on Seller's behalf or to bind Seller in any way.**



**MOTION OF THE MAYOR AND COUNCIL 2025-43**

A Motion of the Mayor and Council of the Town of Berlin TO AUTHORIZE THE AWARD OF CONTRACT FOR RFP #2025-05 STEPHEN DECATUR PARK COMFORT STATION PROJECT TO HENLEY CONSTRUCTION IN THE AMOUNT OF \$290,320, as recommended by Davis, Bowen & Friedel, Inc., and outlined in the staff report dated July 28, 2025.

The Mayor and Council further acknowledge the identified project budget shortfall of approximately \$59,000 and direct staff to address this shortfall by implementing one of the funding strategies detailed in the staff report.

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025, BY THE COUNCIL OF THE TOWN OF BERLIN, MARYLAND, BY AFFIRMATIVE VOTE OF \_\_\_\_ TO \_\_\_\_ OPPOSED WITH \_\_\_\_ ABSTAINING AND \_\_\_\_ ABSENT.

\_\_\_\_\_  
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:** Kate Daub, Special Projects Administrator

**MEETING DATE:** Monday, July 28, 2025

**SUBJECT:** Award of Contract – SDP Comfort Station Bid and Funding Options

---

## SUMMARY

This report details the Town of Berlin's Request for Proposals (RFP) 2025-05, which was issued for the construction of a new approximately 225-square-foot block Comfort Station at Stephen Decatur Park. The proposed facility will feature two restrooms, a maintenance room, and a drinking fountain, along with related site improvements.

The scope of work includes plumbing, mechanical, electrical, HVAC installation, doors, windows, sidewalk installation, transition to an asphalt parking lot, site grading, utility connections, and complete restoration of the site.

This project aims to significantly enhance public outdoor recreation access in Berlin by supporting existing park amenities, such as walking trails, a playground, a pavilion, tennis courts, and picnic areas. The Comfort Station is designed to meet accessibility standards and accommodate the long-term service needs of residents and visitors.

## FINANCIAL OVERVIEW

When the project was resubmitted for Land Water Conservation Fund grant consideration in March 2024, the total estimated cost was \$266,000, broken down as follows:

- Engineering and Design: \$34,000
- Construction Estimate: \$232,000
- Total Estimated Project Cost: \$266,000

### Funding Sources:

- Land and Water Conservation Fund (LWCF) Grant: \$133,000
- Maryland Community Parks & Playgrounds (CPP) Grant: \$99,000
- Town of Berlin Match: \$34,000

### Adjusted Project Costs and Budget Shortfall

Following the receipt and evaluation of six competitive bids, the lowest responsive bid, submitted by Henley Construction, totaled \$290,320 for construction alone. With the original engineering costs of \$34,000 remaining unchanged, the adjusted total project cost is now:

- Engineering: \$34,000
- Construction (Henley Construction): \$290,320
- Adjusted Total Project Cost: **\$324,320**

This results in a budget shortfall of \$58,320 (rounded to \$59,000) beyond the originally approved funding package.

### **FUNDING PATH OPTIONS TO CLOSE THE GAP**

To proceed with the award and maintain the project timeline, staff have identified three viable funding options to cover the \$59,000 shortfall. All options will require a formal budget amendment later in FY2026 to add the funds to the park's capital project account.

#### **Option 1: Slots Revenue**

- Allocate approximately two months of slot revenue distributions, totaling \$59,000, to cover the funding gap.

#### **Option 2: Reallocation of Existing Appropriations**

- Reallocate \$55,000 currently FY 2026 budgeted for fence replacement at Henry Park (Parks Capital Projects), and
- Reallocate \$4,000 from the General Fund's contracted engineering services (DBF) budget line.

#### **Option 3: Use of General Fund Contingency**

- Allocate \$59,000 from the General Fund Contingency (FY2026 balance: \$94,000), preserving Parks capital and contracted services budgets for their original intents.

### **RECOMMENDATIONS**

Davis, Bowen & Friedel, Inc. (DBF), the Town's consulting engineer, has reviewed all bid submissions and recommends awarding the project to Henley Construction, based on qualifications, experience, and compliance with bid specifications. Staff supports this recommendation.

The Town will explore options to address the funding gap, including budget reallocation, reserve funds, or pursuing supplemental grant support. Contingent upon resolving the shortfall, staff recommends that the Mayor and Council authorize the award of the contract to Henley Construction in the amount of \$290,320.00

July 18, 2025

Town of Berlin  
10 Williams St.  
Berlin, MD 21811

Ring W. Lardner, P.E.  
W. Zachary Crouch, P.E.  
Michael E. Wheedleton, AIA, LEED GA  
Jason P. Loar, P.E.  
Jamie L. Sechler, P.E.

ATTN: Ms. Mary Bohlen  
Town Administrator

RE: Recommendation of Award – RFP 2025-05  
Stephen Decatur Park Comfort Station  
Berlin, Maryland  
DBF# 0050A115

Ms. Bohlen:

On July 15<sup>th</sup>, 2025, the Town received six sealed bids in response to RFP #2025-05 by the bidding deadline. This correspondence is to inform you that the low bidder for the referenced project is Henley Construction. Enclosed, please find one copy of each bidder's bid package, as well as a copy of the Bid Tabulation for the referenced project. Davis, Bowen & Friedel, Inc., (DBF) has reviewed the low bidder's bid package and have found all documentation to be properly submitted.

Based on Henley's previous work experience and provided documentation, DBF believes that the Contractor has the resources, experience, and capability necessary to complete the project. Based on these findings, DBF recommends award of the Stephen Decatur Comfort Station project to Henley Construction, contingent upon the availability of funds. Should the Town choose to accept DBF's recommendation, the award amount for the completion of the referenced project would be Two Hundred and Ninety Thousand, Three Hundred and Twenty Dollars, and 00/100 (\$290,320.00). The final project cost will depend on the actual installed work.

If the Mayor and Council concur, please provide notification to DBF and we will continue the award process. Should you have any questions, comments, or concerns, please contact us at 410-543-9091.

Sincerely,  
DAVIS, BOWEN & FRIEDEL, INC.



Nicholas S. Bradley, E.I.T.  
Civil Engineer

L:\0050A Berlin\0050A109 - Powellton Ave Well Bldg\Admin\BIDDING\Bids\2025.03.03.Bohlen-Award Recommendation.docx

Enclosures

cc: Jamey Latchum, Town of Berlin  
Bill Henley, Henley Construction

RFP 2025 Stephen Decatur Park Comfort Station  
DBF # 0050A115  
July 15, 2025

BID TABULATION

BID TABULATION					Henley Construction Company		The Whayland Company		Harkins Constructing		Delmarva Veteran Builders		East Coast Contracting		RW Management	
Item No. & Description		Size/ Depth	Unit	Est. Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization, Bonds, and Insurance (Max. 5% of Total Bid)	--	LS	--	--	\$ 14,000.00	--	\$ 8,471.00	--	\$ 6,000.00	--	\$ 27,900.00	--	\$ 53,196.68	--	X
2	Proposed Site and Utility Work	--	LS	--	--	\$ 58,000.00	--	\$ 67,517.00	--	\$ 70,936.00	--	\$ 75,000.00	--	\$ 117,125.00	--	X
3	Furnish and install Proposed Building	--	LS	--	--	\$ 215,000.00	--	\$ 222,839.00	--	\$ 226,514.00	--	\$ 225,000.00	--	\$ 185,274.85	--	X
CONTINGENCY																
4	Miscellaneous Excavation and Test Pitting	--	CY	5	\$ 120.00	\$ 600.00	\$ 121.00	\$ 605.00	\$ 52.00	\$ 260.00	\$ 65.00	\$ 325.00	\$ 93.75	\$ 468.75	X	X
5	Furnish & Place Select Fill		CY	5	\$ 30.00	\$ 150.00	\$ 31.00	\$ 155.00	\$ 40.00	\$ 200.00	\$ 55.00	\$ 275.00	\$ 50.00	\$ 250.00	X	X
6	Excavation Below Subgrade & Gravel Refill		CY	5	\$ 94.00	\$ 470.00	\$ 94.00	\$ 470.00	\$ 98.00	\$ 490.00	\$ 100.00	\$ 500.00	\$ 75.00	\$ 375.00	X	X
7	Furnish and Placing Miscellaneous 4,000 psi Concrete	--	CY	5	\$ 420.00	\$ 2,100.00	\$ 424.00	\$ 2,120.00	\$ 460.00	\$ 2,300.00	\$ 425.00	\$ 2,125.00	\$ 1,387.50	\$ 6,937.50	X	X
TOTAL BID (ITEMS 1 - 7)					\$290,320.00		\$ 302,177.00	\$ 306,700.00	\$ 331,125.00	\$ 363,627.78	X					

\* Highlighted sections indiecate a calculation error in the submitted bid.  
\*\* The bid received from RW Management did not contain a properly completed Cost Proposal/Bid Form as such it is not accepted.

## Kate Daub

---

**From:** Matt Beckett <MattB@henleyconstruction.com>  
**Sent:** Tuesday, July 15, 2025 2:01 PM  
**To:** Kate Daub  
**Subject:** FW: RFP #2025-05 Stephen Decatur Park Comfort  
**Attachments:** Stephen Dectur Park - Henley Proposal.pdf

**Matt Beckett**  
Vice President  
Project Development

**O:** 301.417.1006  
**M:** 301.370.0226

**From:** Suleika Wiles <suleika@henleyconstruction.com>  
**Sent:** Tuesday, July 15, 2025 1:31 PM  
**To:** James Charles <jcharles@berlinmd.gov>  
**Cc:** Matt Beckett <MattB@henleyconstruction.com>; Bill Henley <Billh@henleyconstruction.com>; Jeff Dashiell <jdcconstructionmanagement@aol.com>; Buddy Henley <Buddy@henleyconstruction.com>  
**Subject:** RFP #2025-05 Stephen Decatur Park Comfort

Good Afternoon,

Attached is Henley's proposal for the Stephen Decatur Park Comfort Station project.

If you have any questions, please don't hesitate to contact Matt Beckett at (301) 370-0226 or via email at [mattb@henleyconstruction.com](mailto:mattb@henleyconstruction.com).

We look forward to the opportunity to work with the Town of Berlin on this project.

**Suleika Wiles**  
Bid Coordinator

**O:** 301.417.1006

Main Office: 7940 Queenair Drive, Gaithersburg, MD 20879  
Eastern Shore Office: 13203 Handy Lane, Unit C2, Bishopville, MD 21813

Projects completed on time and  
within budget since 1964



July 15, 2025

# **RFP #2025-05 Stephen Decatur Park Comfort Station**

**Town of Berlin**

7940 Queenair Drive | Gaithersburg, MD 20879

[henleyconstruction.com](http://henleyconstruction.com)



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### F. Submittal Requirements

1. Statement of Licensure, certifications and qualifications
2. References
3. Cost proposal
4. Signature page
5. Sub-contractor list
6. Proposed construction schedule
7. Additional information



## Statement of Licensure, certifications and qualifications

**Licensure:** Henley Construction holds a Business License in the State of Maryland and is currently licensed as a Contractor.

Please see attached Certificate of Good Standing from the State of Maryland.

We understand that the Town of Berlin requires all Contractors to hold a business license with the Town. Henley is in the process of applying for this license.

**Bonding Capacity:** Henley Construction has been a client of Federal Insurance Company for over eighteen (18) years. During that time they have supported Henley in their pursuit of projects in the \$175,000,000 range and total programs in excess of \$350,000,000.

**Certifications:** Henley employees hold a number of certifications critical to the Construction industry. Some of these certifications include:

- US Army Corps of Engineers Quality Control Certification
- OSHA 10
- OSHA 30
- Heavy Equipment Operator Certifications
- CPR/First Aid
- Fall Protection
- Silica Training
- New Hire Safety Orientation

**Safety:** Henley Construction prioritizes the safety and well-being of all employees, trade partners, and the public. Our comprehensive written safety program ensures a proactive accident prevention and health preservation approach. This program is reviewed annually or as workplace conditions change, ensuring it remains current and effective.

Henley's safety director oversees all projects. The lead Superintendent is designated as the primary safety officer on-site, ensuring compliance with safety protocols. The superintendent is supported by Henley's safety director and a team that conducts routine inspections and enforces safety measures.





# Statement of Licensure, certifications and qualifications

## Our story

It starts with the belief that where we live and work matters.

Henley Construction, a family-owned contractor with a proud 60-year history in the Metro Washington area, is deeply committed to quality. Our mission is to build quality projects through proactive solutions, experience, and meticulous attention to detail. Through the years, we have provided award-winning service throughout Washington, DC, Maryland, and Northern Virginia while growing and strengthening our relationships with owners, architects, consultants, and trade partners.

Our experienced and dedicated teams have successfully delivered various projects, including new construction, renovations, and additions for educational facilities, office complexes, community centers, commercial buildings, and libraries. We are committed to continuous improvement through the ongoing education of our team members in the latest construction technologies, sustainability practices, quality controls, safety protocols, and certifications. This dedication positions Henley Construction as one of the region's leading General Contracting, Construction Management, and Design-Build firms.

Through the years, Henley has been improving its Safety program and policies and identifying opportunities for scalable growth in our safety program, leading to the highest designation in the Associated Builders and Contractors STEP Safety Management System. In 2023, Henley was recognized by the National Associated Builders and Contractors as an Accredited Quality Contractor (AQC). The award recognizes construction companies for their documented commitment to five areas of corporate responsibility: quality, safety, talent management, craft and management education, and community relations. In 2023, Henley was ranked number 103 of 250 performers, including general contractors, trade contractors, electrical contractors, plumbing/HVAC, and specialty contractors who have earned ABC's AQC designation. Over the years, we have won numerous Excellence in Construction (EIC) awards for our projects from ABC Metro Washington, Virginia, and Chesapeake Shores Chapters. In 2024 we won a National EIC.

After over 60 years, our leadership remains personally invested in every project Henley undertakes, empowering our team to proactively seek solutions, collaborate effectively, and respond swiftly to deliver our clients' visions.

## HENLEY'S CORE VALUES

### Relationships

Building and continuing to foster internal and external relationships is essential to our success; accountability, integrity, and respect are non-negotiable.





# Statement of Licensure, certifications and qualifications

## Growth

We are growing and training to leverage the best of our team and the industry. We support our employees, trade partners, and clients in their growth and achieving their dreams.

## Innovation

We believe in the power of creative thinking and proactive problem-solving. Our team is encouraged to provide input, embrace challenges, and implement forward-thinking solutions.

## Collaboration

We value diverse perspectives and recognize that blending experience and fresh ideas leads to better results. Every idea and viewpoint contributes to our organization's success.

Henley Construction knows from experience that the construction process requires understanding and coordination.

Communication, collaboration, trust, and knowledge are essential to every project's success and developing a solid working relationship with the Project Team Members. Henley Construction has worked with many owners and architects through the years, and great relationships have been established with this philosophy at the forefront of how we operate. At Henley, we believe the best way to be a partner is by listening and asking questions to understand the Client's vision and overall project goals. To build not only their project but also a relationship.

The Henley Team relies on a five-step process to ensure success from conception to completion.

**Be a Great Neighbor**  
**Collaborate and Align**  
**Partnering for Success**  
**Proactive Controls**  
**Client Success**

## Be a Great Neighbor

Henley will work closely with the Owner and the Design Team to communicate Safety on the job site and within the community. This is a priority. We will implement our company's construction Safety Program and educate all individuals regarding processes and procedures, including construction personnel, visitors, staff, and community members. We will keep an open line of communication, updating all relevant parties with the construction schedule and site activities. The cleanliness of the job site is also essential to us, as a clean job site is a safe job site.





# Statement of Licensure, certifications and qualifications

## Collaborate & Align

This process begins well before the actual construction. At the initial kick-off meeting, we connect with all the key partners on the project and communicate each member's individual needs/goals to achieve the best outcome for the Owner. After this meeting, Henley will provide a detailed review, including comments, suggestions, and all our combined lessons learned from past projects. Collaboration with all parties ensures that budgets are maximized and that we provide the best quality product for the owner. Henley assists with suggestions, working with the project team on ways to save costs, and maintaining a tracking log of potential value engineering ideas throughout the process.

## Partnering for Success

Partnering for Success is initiated at the beginning of every project and continues through to completion. It is accomplished through collaborating as a team. Over the years, Henley Construction has built on this by working closely with owners, qualified subcontractors, and experienced architects on various projects. Henley's team needs to be viewed positively as part of the project. So, we have found that keeping the lines of communication open with the project team and stakeholders makes the process smoother and more transparent.

## Proactive Controls

Focuses on project planning, monitoring, and communicating throughout. To aid with this process, Henley uses a software program called Procore to manage and track the progress and activities of the project. We also hold pre-construction meetings with subcontractors to communicate all expectations and coordination. In addition to the pre-construction meeting, the Henley team will implement our Quality Control Program, tracking and documenting all observations and findings through resolution. This is also done through Procore by issuing Field Observations, which are always available to the Owner and Architect. We continually perform "check-ins" with the Owner throughout construction to ensure we perform to their standards.

## Client Success

We want our clients to be happy throughout a project. To achieve this, we have developed a process. Upon the project's award, our Client Success Manager meets with the Owners to open the lines of communication. In this meeting, we look to uncover any areas of concern that our clients have or may have experienced. We listen, ask lots of questions, and learn more about their needs and vision for the project. This wealth of information is taken back and communicated to the Henley team, reinforcing our ability to perform. We've found that this open line of communication with all team members throughout the project's lifespan resolves concerns early on before they become a more significant issue.



## References

The following are references for projects that Henley Construction has recently completed projects for.

Sully Community Center, Herndon, VA  
Fairfax County Department of Public Works and Environmental Services,  
Building Design and Construction Division  
12000 Government Center Parkway, Suite 449  
Fairfax, VA 22035  
Jun Li 703-324-5033  
Jun.li@fairfaxcounty.gov

Salisbury University Holloway Hall BOH, Salisbury, MD  
Salisbury University  
1100 Camden Ave.  
Salisbury, MD 21801  
Jeff Kirchner 717-925-6543  
JJKirchner@salisbury.edu

Manassas City Hall Renovation, Manassas, VA  
City of Manassas  
8500 Public Works Drive  
Manassas, VA 20110  
Tim Fitzwater 571-436-0750  
tfitzwater@ci.manassas.va.us





# ***STATE OF MARYLAND***

## ***Department of Assessments and Taxation***

---

I, MICHAEL L. HIGGS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATIONS, OR THE RIGHTS OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT HENLEY CONSTRUCTION CO., INC. (D00091868), INCORPORATED JUNE 02, 1966, IS A CORPORATION DULY INCORPORATED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF MARYLAND AND THE CORPORATION HAS FILED ALL ANNUAL REPORTS REQUIRED, HAS NO OUTSTANDING LATE FILING PENALTIES ON THOSE REPORTS, AND HAS A RESIDENT AGENT. THEREFORE, THE CORPORATION IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING WITH THIS DEPARTMENT AND DULY AUTHORIZED TO EXERCISE ALL THE POWERS RECITED IN ITS CHARTER OR CERTIFICATE OF INCORPORATION, AND TO TRANSACT BUSINESS IN MARYLAND.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS JANUARY 10, 2024.



Michael L. Higgs  
Director



*301 West Preston Street, Baltimore, Maryland 21201*  
*Telephone Baltimore Metro (410) 767-1340 / Outside Baltimore Metro (888) 246-5941*  
*MRS (Maryland Relay Service) (800) 735-2258 TT/Voice*

Online Certificate Authentication Code: DFQaLU0kr0OW4nm5dfGbQg  
To verify the Authentication Code, visit <http://dat.maryland.gov/verify>

## RFP 2025-05 Stephen Decatur Park Comfort Station – Addendum No. 4

Contractor: Henley Construction Company, Inc

### COST PROPOSAL

Please note: The Town of Berlin is exempt from Maryland Sales Tax – information to be provided upon request as applicable.

The following tables should be included within the proposal submission as applicable.

ITEM NO.	DESCRIPTION OF WORK	SIZE OR DEPTH	UNIT	EST QTY	UNIT PRICE	TOTAL PRICE
1.	Mobilization, Bonds, and Insurance (Max. 5% of Base Bid)	--	LS	--	--	\$14,000
2.	Proposed Site and Utility Work	--	LS	--	--	\$58,000
3.	Furnishing and Installing Proposed Building	--	LS	--	--	\$215,000
<b>Contingency Items (if and as directed by Engineer)</b>						
4.	Miscellaneous Excavation & Test Pitting	--	CY	5	\$120	\$600
5.	Furnish & Place Select Fill	--	CY	5	\$30	\$150
6.	Excavation Below Subgrade & Gravel Refill	--	CY	5	\$94	\$470
7.	Furnishing and Placing Miscellaneous 4,000 psi Concrete	--	CY	5	\$420	\$2,100
<b>Total Base Bid \$</b> <u>290,320</u>						
<b>(Written Amount)</b> <u>Two Hundred Ninety Thousand Three Hundred Twenty Dollars</u>						



## RFP 2025-05 Stephen Decatur Park Comfort Station – Addendum No. 4

**Contractor:** Henley Construction Company, Inc

**Proposed Subcontractors:**

Individual/Firm Name and Tax ID Number	Address	Proposed work to be completed
HCE, LLC 83-1735883	35094 Roxanna Rd., Frankford DE 19945	Sitework, Concrete, Masonry
REAL HAVC SERVICES 11-3803870	700 Eastern Shore Dr, Salisbury, MD 21804	Plumbing, HVAC
Barnes Electric 52-1542153	5470 Cokesbury Road, RHODESDALE, MD 21659	Electrical

Please attach additional sheet(s) or continue list on reverse if necessary.



## RFP 2025-05 Stephen Decatur Park Comfort Station – Addendum No. 4

Contractor: Henley Construction Company, Inc

### **SIGNATURES**

I, the undersigned, am an authorized agent of the firm listed below and am authorized to submit the attached Cost Proposal for 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: 07.15.2025

Printed Name: Robert C. Henley

Firm Name: Henley Construction Company, Inc

Tax/EIN: 52-0848971

DBA (if different than above): \_\_\_\_\_

Address: 7940 Queenair Drive,

City, State Zip: Gaithersburg 20879

Phone: 301-417-1006

**BIDDER acknowledges receipt of the following ADDENDUM:**

Addendum No. 1, dated 6/16/2025

Addendum No. 2, dated 6/25/2025

Addendum No. 3, dated 6/26/2025

Addendum No. 4, dated 7/3/2025

Signature: \_\_\_\_\_





SECTION 00 43 13

BID Security Form

KNOW ALL PERSONS BY THESE PRESENTS, that we, the Undersigned  
Henley Construction Co., Inc. as Principal, and  
Federal Insurance Company as Surety, are hereby held and  
firmly bound unto the Town of Berlin, as OWNER, the penal sum of  
Five Percent (5%) of Amount Bid for the payment of which, well and truly to be made, we  
hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 15th day of July 2025.

The Condition of the above obligation is such that whereas the Principal has submitted to the Town of  
Berlin a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for  
the 2025-05: Stephen Decatur Park Comfort Station.

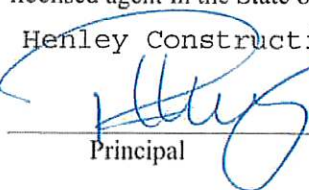
NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the  
Form of Contract attachment hereto (properly completed in accordance with said BID) and shall  
furnish a BOND for faithful performance of said contract, and for the payment of all persons  
performing labor and furnishing materials in connection therewith, and shall in all other respects  
perform the agreement created by the acceptance of said BID, then this obligation shall be void,  
otherwise the same shall remain in force and effect; it being expressly understood and agreed that  
the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal  
amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any extension.

In WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above. Surety executing Bonds shall be a licensed agent in the State of Maryland.

Henley Construction Co., Inc.

 (L.S.)  
Principal

Federal Insurance Company

Surety



By:   
Daniel R. West, Attorney-In-Fact

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION





Marsh McLennan Agency  
One Church Street, Suite 500  
Rockville, MD 20850  
T +1 301 838 9400 | F +1 301 838 9095  
[www.MarshMMA.com](http://www.MarshMMA.com)

July 15, 2025

Town of Berlin  
10 William Street  
Berlin, MD, 21811

Re: Henley Construction, Inc.  
Project: 2025-05: Stephen Decatur Park Comfort Station

To Whom It May Concern:

This is to advise that if Henley Construction, Inc. is the successful bidder, we the Federal Insurance Company as Surety, will execute the required Performance and Payment Bonds, provided this bidder is awarded the contract and makes application to the surety for the bond, Surety is satisfied with the prevailing underwriting conditions at the time of the request and the contract terms and bond forms are acceptable.

This commitment is valid for a period of ninety (90) days.

Very truly yours,

Federal Insurance Company

  
\_\_\_\_\_  
Daniel R. West, Attorney-In-Fact

bsf



# CHUBB

## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company  
Westchester Fire Insurance Company | ACE American Insurance Company

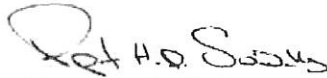
Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Daniel R. West**

Surety Bond No. Bid Bond

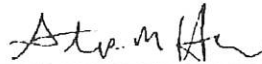
Obligee: Town of Berlin

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 25th day of June, 2025.



Rupert HD Swindells, Assistant Secretary



Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

SS.

On this 25th day of June, 2025 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Stacy J. Loftin  
NOTARY PUBLIC OF NEW JERSEY  
No. 90173208  
COMMISSION EXPIRES OCT 15, 2026

  
Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

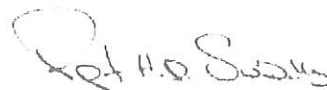
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

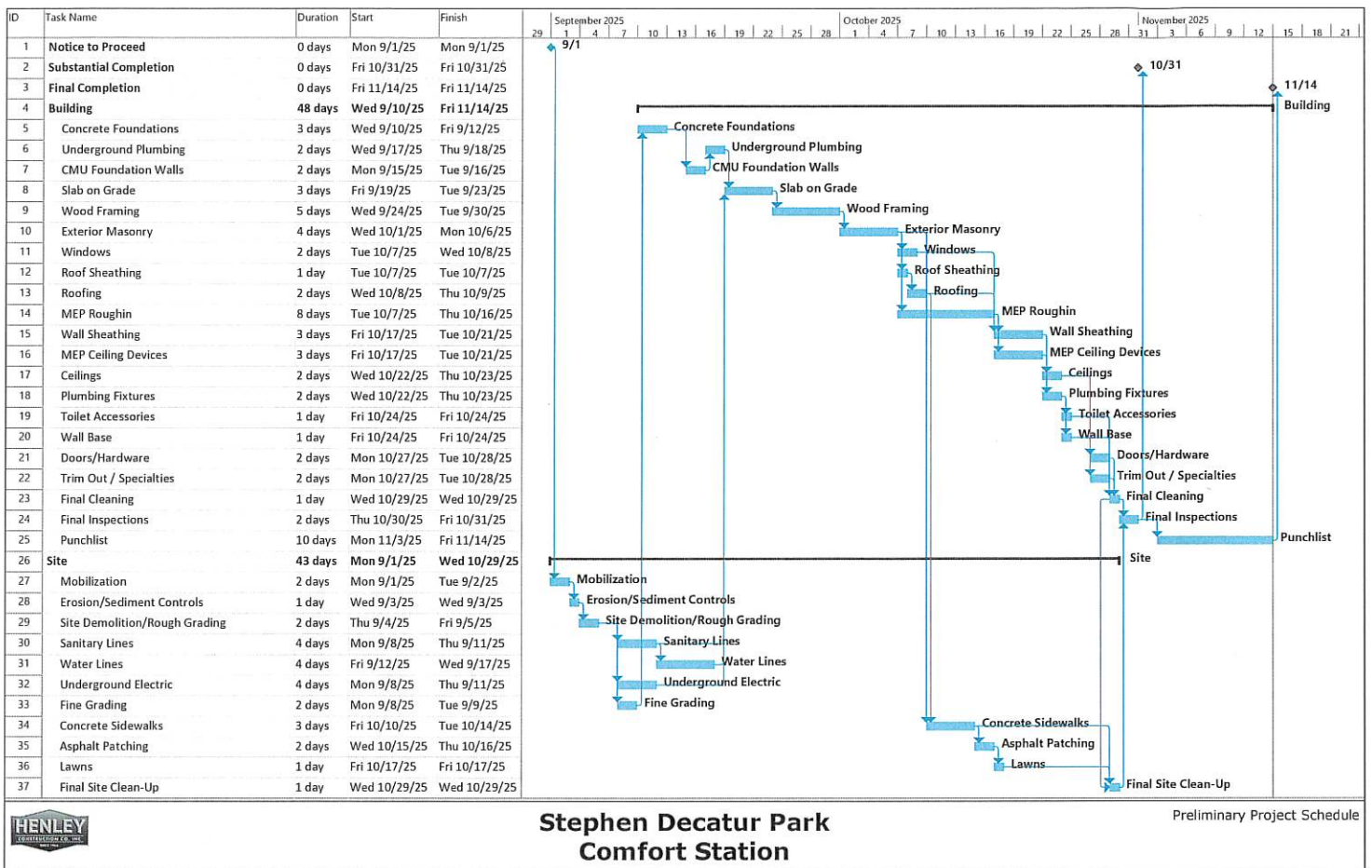
Given under my hand and seals of said Companies at Whitehouse Station, NJ, this July 15, 2025.





Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com





**MOTION OF THE MAYOR AND COUNCIL 2025-44**

A Motion of the Mayor and Council of the Town of Berlin TO APPROVE ASSIGNING FUNDS IN THE AMOUNT OF \$75,000 FROM DEVELOPMENT IMPACT FEES TO THE GENERAL FUND (STREETS/CAPITAL OUTLAY EQUIPMENT 01-5320-5255) FOR IMPROVEMENTS TO THE WEST/WASHINGTON STREET PARKING LOT AS BUDGETED.

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025, BY THE COUNCIL OF THE TOWN OF BERLIN, MARYLAND, BY AFFIRMATIVE VOTE OF \_\_\_\_ TO \_\_\_\_ OPPOSED WITH \_\_\_\_ ABSTAINING AND \_\_\_\_ ABSENT.

\_\_\_\_\_  
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





**MOTION OF THE MAYOR AND COUNCIL 2025-45**

A Motion of the Mayor and Council of the Town of Berlin TO DESIGNATE AS NO PARKING THE FOLLOWING AREAS AS DEPICTED ON THE ATTACHED:

- A) THE WEST SIDE OF WEST STREET, FROM BROAD STREET (MD RT. 374) TO EVANS ROAD/BUCKINGHAM LANE; THEREFORE, MAKING THE FULL LENGTH AND BOTH SIDES OF WEST STREET “NO PARKING”; and
- B) THE WEST PORTION OF WASHINGTON STREET FROM WEST STREET TO BROAD STREET WASHINGTON STREET; and
- C) TO ERECT SIGNAGE REFLECTING SUCH AND NOTING THAT VIOLATORS MAY BE TOWED.

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025, BY THE COUNCIL OF THE TOWN OF BERLIN, MARYLAND, BY AFFIRMATIVE VOTE OF \_\_\_\_ TO \_\_\_\_ OPPOSED WITH \_\_\_\_ ABSTAINING AND \_\_\_\_ ABSENT.

\_\_\_\_\_  
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









**Berlin Fire Company**

**Semi-Annual Update**

**January 1 – June 30, 2025**

**Fiscal Year 24-25 Totals**

# **OPERATIONS RESPONSE REPORT**

**Fire Chief**

**Fire-Rescue**  
**January 1 – June 30, 2025**  
**In-Town Fire/Rescue Call Responses**

**58**

**40.85% of calls**  
(Out Town—84---59.15%)

*(Past Six months decrease 33 total calls)*

**Fire-Rescue**  
**July 1, 2024 – June 30, 2025**  
**In-Town Fire/Rescue Call Responses**

**122**

**38.49% of calls**  
(Out Town—195--61.51%)

*(Past Fiscal Year—In-Town-142-35.24% Out-Town 262-64.76%)*

Fire-Rescue  
**January 1 – June 30, 2025**

**Busiest Day**

**Friday followed by Wednesday and Thursday**

*(Past Six Months Monday followed by Sunday)*

**Busiest Times of Day**

**1 pm to 2 pm followed by 5 pm to 6 pm**

*(Past Six Months 5 pm to 6 pm followed by 2 pm to 3 pm)*

Fire-Rescue  
**July 1, 2024 – June 30, 2025**

**Busiest Day**

**Thursday followed by Wednesday**

*(Past Fiscal Year Tuesday followed by Monday)*

**Busiest Times of Day**

**5 pm to 6 pm followed by 12 pm to 1 pm**

*(Past Fiscal Year 6 pm to 7 pm followed by 2 pm to 3 pm)*

Fire-Rescue  
**January 1 – June 30, 2025**

**Simultaneous Calls**

**14—TWO OR more fire, rescue calls  
occurring at the same time**

*(Past six months—30 times)*

Fire-Rescue  
**July 1, 2024 – June 30, 2025**

**Simultaneous Calls**

**44—TWO OR more fire, rescue calls  
occurring at the same time**

*(Past fiscal year—63 times)*

Fire-Rescue  
**January 1 – June 30, 2025**  
Response Time

**4 minutes 5 seconds**

*(Total Decrease in Response Times by 20 seconds from past six months)*

County response time standard to respond from station is 6 minutes  
pg 29-Matrix report—nine minutes or less to respond

ADMINISTRATIVE  
and  
FINANCIAL  
REPORT

President

Fire-Rescue  
**July 1, 2024 – June 30, 2025**  
Response Time

**4 minutes 18 seconds**

*Past Fiscal Year—4 minutes 6 seconds*

County response time standard to respond from station is 6 minutes  
pg 29-Matrix report—nine minutes or less to respond

Fire-Rescue  
**January 1 – June 30, 2025**  
Volunteer Manpower

Emergency Calls---1,437.45 volunteer hours  
Non-Emergency—Training, Meetings,  
Fundraisers, etc.

1,349.75 volunteer hours

**TOTAL VOLUNTEER HOURS—2,787.2**

Many other items—standby-administrative, etc.

Fire-Rescue  
**July 1, 2024 – June 30, 2025**

**Volunteer Manpower**

Emergency Calls---2,969.44 volunteer hours

Non-Emergency—Training, Meetings,  
Fundraisers, etc.

2,781.53 volunteer hours

**TOTAL VOLUNTEER HOURS—5,750.97**

Past Fiscal Year-Emergency 3,049.89 Non-emergency 3,448.64 Total 6,498.53

Many other items—standby-administrative, etc.

Fire-Rescue  
January 1 – June 30, 2025

**Revenue Budget Highlights**

No significant events

Fire-Rescue  
July 1, 2024 – June 30, 2025

**Revenue Budget Highlights**

Slight increase in donations—donation toward  
capital equipment

Decrease in fund raising-cancel Easter breakfast—  
low ticket sales—competing event

Fire-Rescue  
January 1 to June 30, 2025

**Expense Budget Highlights**

Vehicle Expenses--\$36,000 over budget

Reminder--we wait until last quarter for most equipment  
replacements to ensure funds are available

Fire-Rescue  
July 1, 2024 to June 30, 2025

**Expense Budget Highlights**

Vehicle Expenses--\$36,000 over budget

Slight savings in physicals, fire supplies, professional services  
used to cover overage

Fire-Rescue  
Capital Expense Summary

Updated plan provided to town in December

Engine and Rescue replacement

1988 Engine (37 years old)

1999 Rescue (26 years old)

Estimated Delivery Dates –

Engine August 2025    Rescue-December 2025

Self Contained Breathing Apparatus September 2025

\$2.5 million loan--\$200,000 annual loan payment for engine and rescue—15  
years--Funded by county out of town run funds

Without additional town financial support we will not be able to  
sustain capital replacement schedule—Further budget discussion



**Berlin Fire Company  
Emergency Medical Services**

**Semi-Annual Update  
January 1 – June 30, 2025**

**Fiscal Year 24-25  
July 1, 2024 to June 30, 2025**

**OPERATIONAL  
REPORT**

**EMS Captain**

**Emergency Medical Services  
January 1 – June 30, 2025  
In-Town EMS Call Responses**

**569**

**56.23% of calls**

**(443 Out of Town-43.77%)**

***(Decrease from Past Six Months 40 in town calls)***

**Emergency Medical Services  
July 1, 2024 – June 30, 2025  
In-Town EMS Call Responses**

**1178**

**54.89% of calls**

**(968 Out of Town-45.11%)**

***(Decrease from Past Fiscal Year 41 in town calls)***



Emergency Medical Services  
January 1 – June 30, 2025  
In-Town

TRANSPORTS 414

72.76 %

NON-TRANSPORTS 155

(Past Six Months Out Town-252 transport—191 non-transports)

*Decrease in Town transports of 28 from past six months*

*Decrease in town non transports 12 from past six months*

Emergency Medical Services  
July 1, 2024 – June 30, 2025  
In-Town

TRANSPORTS 856

72.67 %

NON-TRANSPORTS 322

(Past Fiscal Year Out Town-689 transport—279 non-transports)

*Decrease in Town transports of 62 from past fiscal year*

*Decrease in town non transports 14 from past fiscal year*

Emergency Medical Services  
January 1 – June 30, 2025  
Busiest Days

Friday followed by Thursday

*past six months Tuesday followed by Wednesday*

Busiest Times of Day

12 noon to 1 pm followed by 6 pm to 7 pm

*past six months-- 11 am to 12 noon followed by 5 pm to 6 pm*

Emergency Medical Services  
July 1, 2024 – June 30, 2025  
Busiest Days

Tuesday followed by Wednesday

*past fiscal year Monday followed by Tuesday*

Busiest Times of Day

11 am to 12 noon followed by 1 pm to 2 pm

*past fiscal year-- 11 am to 12 noon followed by 2 pm to 3 pm*

## Emergency Medical Services January 1 – June 30, 2025

### Station Notified to Responding Time

1.19 minute average (69 seconds)

This includes third run calls that may be full volunteer response from home, responses from hospital patient being transferred, etc.

*past six months – 1.04 minute (62 seconds)*

(page 29-Matrix report—60 seconds for staffed station)

## Emergency Medical Services July 1, 2024 – June 30, 2025

### Station Notified to Responding Time

1.12 minute average (67 seconds)

This includes third run calls that may be full volunteer response from home, responses from hospital patient being transferred, etc.

*Past fiscal year – 1.25 minute (75 seconds)*

(page 29-Matrix report—60 seconds for staffed station)

## Emergency Medical Services January 1 – June 30, 2025

### Simultaneous calls

**299 times**

Number of times where a second or third EMS call has occurred

*Past six months 353 times*

## Emergency Medical Services July 1, 2024 – June 30, 2025

### Simultaneous calls

**652 times**

Number of times where a second or third EMS call has occurred

*Past six months 544 times*

ADMINISTRATIVE  
AND  
FINANCIAL  
REPORT

President

Emergency Medical Services  
January 1 – June 30, 2025  
Revenue Budget Highlights

Donor provided funds to remodel bathroom area used primarily by career EMS staff that was originally planned for one person on duty in 1991

Emergency Medical Services  
July 1, 2024 – June 30, 2025  
Revenue Budget Highlights

EMS Invoicing Revenue—one time increase due to backlog in Medicare due to breach in their system and internal procedural changes of invoice processing.

Donor provided funds to remodel bathroom area used primarily by career EMS staff that was originally planned for one person on duty in 1991

Donor provided capital donation to have mass casualty packs and protective vests on each ambulance

Emergency Medical Services  
January 1 – June 30, 2025  
Expense Budget Highlights

Salary expense due to vacancies—overtime offset some by reduced benefit expenses and increase in invoicing revenue and county per run increases

Vehicle Maintenance and Repairs—age of EMS units

## Emergency Medical Services July 1, 2024 – June 30, 2025

### Expense Budget Highlights

Salary expense due to vacancies—overtime  
offset some by reduced benefit expenses and  
increase in invoicing revenue and county per run  
increases

Office/Computer-over budget \$4,000

Vehicle Maintenance and Repairs—age of EMS  
units--\$12,500 over budget

Insurance--\$1500 over budget

## Emergency Medical Services Capital Expense Summary

Updated plan provided to town in December  
Ambulance Replacements—2025-2027-2029

2025 Ambulance--\$415,010

2027 Ambulance--\$419,744

(Both ambulances based on 2023 chassis pricing—prices will increase)

County Providing \$75,000 per year ambulance formula

Town providing \$15,000 from casino funds for 3 years

Without additional town financial support we will not be able to  
sustain capital replacement schedule—further budget  
discussion



## July 28, 2025 Weekly Report

### Departments This Week:

#### Town Administrator

##### SAVE-THE-DATE

- Monday, July 28, 6:00 PM: Regular M&C Meeting
  - Wednesday, August 6: 5:30 PM-HDC; 6:00 PM-Bd of Appeals (TBD)
  - Monday, August 11, 5:00 PM: SDP Flag Ribbon Cutting
  - Monday, August 11: Closed TBD; 6:00 PM Regular M&C Meeting
  - Wednesday, August 13, 5:30 PM: Planning Comm.
  - Monday, August 25: 5:00 PM Work Session re: 14 S. Main Street Visitor Center; 6:00 PM Regular M&C Meeting
  - Monday, September 1: Most Town offices closed for the Labor Day holiday.
- I'm very excited to announce that Special Project Coordinator Kate Daub has been selected for the University of Baltimore School of Public Policy Certified Public Managers program on scholarship. Kate will be the third from Berlin to undertake the program; Natalie completed the program in 2023 and Kelsey in 2024, both also under scholarship.
  - Stephen Decatur Park Comfort Station Bid Opening was held on Tues. The project did come in over budget, but the intention is still to make recommendation for award at the July 28 M&C Meeting with a plan for funding the shortfall of approximately \$58,000.
  - Comprehensive Plan RFP was issued on July 1st. Bid opening scheduled for Friday, September 5, 2025. Overall this project is expected to take ~18 months.
  - Impact Development and General Fees Review and Update RFP will be released on July 28<sup>th</sup> with a due date of September 12<sup>th</sup>. The project is being split into two areas: Impact Development Fees and General Fees to enable award of part should budget constraints require; Impact Fees will be the priority project.
  - Multipurpose Building Demolition: Environmental Review Record is underway and we hope to have the official Notice of Release of Funds and issue the RFP as soon as possible.
  - Continuing to work on RFPs for a number of other projects including Digitizing of Records, Engineering services, and Stormwater. It is my intent to form review committees similar to the Comp Plan Committee for each of these projects. Committee makeup will vary for each; likely that the Digitizing Records committee will consist of staff only, but the others will be extended to two Councilmembers.

#### Economic and Community Development

- The artist postcards have been so popular that we placed another order; people love them.
- I've been asked to be on a Maryland Economic Development Association panel about downtown revitalization on Thursday, July 31<sup>st</sup> along with representatives from MD Dept of Housing and Community Development
- The Berlin Chamber of Commerce will be permanently re-locating to the 'Dispatch' building this fall
- Working with the chamber on upcoming events including the Chili Pepper Festival on August 23<sup>rd</sup> and Small Town Block Party set for September 6<sup>th</sup>

- The Berlin Furniture Market opened in the warehouse next to Uptown Emporium. Decatur Investments received a \$10,000 Façade Grant for building improvements.
- This Sunday is Christmas in July at The Berlin Farmers Market because we all know that Santa vacations in Berlin every Sunday. He will be there meeting and greeting.
- Just got word we received the \$18,000 Maryland State Arts Council Arts and Entertainment District Grant

### **Electric**

- Various Locations-Tree Trimming & Street Light Repairs
- Austin Circle-Paint Street Light Poles
- Circuit 210-Pole Top Maintenance
- North Main Street-Underground Overhead Primary
- Power Plant-Peak Shaving Program
- Disconnects: Non-Payment
- North Main Street-Upgrade Primary Protection Fuses

### **Finance Director**

Continues to work on:

- FY 2025 Audit preparation and planning
- FY 2025 end year performance. Review actual vs budgeted, purchase orders and encumbrances
- FY 2025 capital projects for fixed assets recording inventory records
- Grants, water loans, public works bond, electric AMI meters bond
- Opioid settlements, outstanding plan and questions
- Bank accounts review, collateral coverage, interest rates
- CDA Bond paperwork, closing paperwork, first expenditures and draws
- Delinquent accounts review
- Public Service Commissioner's reports and submissions, PCA calculations - Michelle
- ARPA Grant closing reports and reconciliations
- DBF invoices review and processing
- EA invoices review and processing
- RE tax paperwork, exempt accounts, appeals and reductions in assessments
- Credit card payments and processing
- Bank reconciliations and journal entries - Melissa
- 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.
- New department position job duties and responsibilities, planning, and draft for job description
- Customer service and accountant position interviews
- Closing of FY 2025 steps and procedures
- Implementation of new Tyler modules for code enforcement, assets, and project accounting



### **Human Resources Director**

- Completed the onboarding process for a new Police Communications Officer, Jennifer Antypas on Monday, July 21st.
- Extended an offer of employment to an Accountant, starting 07/28/25 and a Customer Service Representative who will be starting on 08/11/25.
- Completed an exit interview with Permit Coordinator, Carolyn Duffy on Tuesday, July 22nd.
- Closing out several end-of-year processes and reports.
- Working to obtain estimated budget figures for positions needed for the future community center by seeking input from Ocean City, Worcester County, and Ocean Pines.
- Still working with Jamey, LGIT, contractors, and the insurance adjuster on the Franklin Ave. insurance claim - there was a subsequent claim filed after repairs started.
- Filed 2 workers' compensation claims.
- Processed payroll and all related reports on 07/14/25.
- Updating - staff phone lists, birthday lists, and employment anniversary lists.
- Save the dates:
  - Employee Summer Gathering: 08/07/25. – Working with other D.H.'s to plan it.
  - Jolly Rogers: 08/23/25. Contact me if you wish to attend.
  - Employee Narcan training: 09/16/25. More information to come.
- **Open positions:**
  - Permit Coordinator - Planning
  - Chief Plant Operator - Wastewater
  - Police Communications Officer - Police
  - Police Officer - Police

### **Planning Department**

- Planning Commission meeting 7/16/25- 1 case

#### Permits received:

- Fence- 2
- Window replacement- 1
- Repair- 2
- Roof replacement- 4
- Addition- 1

#### Permits released:

- Renovation- 2
- Excavation- 1
- Addition- 1
- Shed- 1

#### Code Enforcement updates:

- Plant growth- 1
- Citation issued- 1
- Researched Accessory Dwelling Unit codes
- Conducted follow ups

#### GIS report:

- Virtually attended 2025 ESRI User Conference July 14-18
- Edits to Town Boundary
- Working on Historic District, Zoning District map data
- Discussed data collected by DBF with RPR
- Registered for TUGis Conference in August

#### **Police Department**

- 7/10: Chief Downing attended the Police Accountability Board at the Worcester County Administration building.
- 7/10: Chief Downing attended the Worcester County Chief's meeting at the Worcester County Sheriff's Office.
- 7/12: Sgt Bragg and Cpl Marshall provided safety and security for the Hot Summer Swing Event.
- 7/14-18: Cpl Lloyd successfully completed pedestrian collision reconstruction training.
- 7/15-16: Sgt Collins and K9 Dock attended explosive detection training.
- Collisions – 8; Arrests — 6

#### **Public Works**

- PW's focus was on SDP this past week. The pavilion roof was repaired, trees limbed up, and areas around the park addressed. Our focus will be turned to Henry Park in the coming weeks in preparation for NNO.
- The new climbers at SDP will be ready to use this coming week. The border and filter cloth has been set in the area, only EWF mulch needs to be set now before use.
- We have continued to trim trees along town streets that could potentially come into contact with vehicles/pedestrians under certain conditions. We will continue to clear all town streets and sidewalks of these issues in the coming weeks.
- Normal trash/recycling collection continues weekly.
- Weekly street sweeping/maintenance is taking place as well.
- Grass cutting and weed trimming in town parks and town owned areas is being completed daily as weather allows.

#### **Water Resources**

- Pumped out and cleaned SBR 2 for preparation of the valve replacement
- 7/24/25 Came in early with crews to fix the SBR 2 influent valve
- 7/25/25 Arctic Heating & Air is coming to fix the AC in the electrical room
- 7/16/25 Upshur Ln water main leak
- Pitts & Bay St patch paving completed
- Work at Franklin Ave water tower and well building is still in progress - well building floor subjected to be poured 7/24/25
- Fixed the mixer motor at the plant
- Worked on the digester blowers



Check Run Report  
will be posted when available.