



PARKS COMMISSION

AGENDA

Tuesday, July 11, 2023

5:30 PM

1. Approval of Minutes for May 2, 2023
2. Upcoming Event/Activity Dates
 - a) National Night Out – Tuesday, August 1, 2023, 4 to 7 PM
3. Discussion: Heron Park

Re: see materials included in this packet from the Mayor and Council Work Session of July 10, 2023, at 6 PM.
4. Comments from the Commission
5. Adjournment

Upcoming Meeting/Event Schedule:

Tuesday, August 1, 2023 – National Night Out

Tuesday, September 5, 2023 - Meeting

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

Tuesday, November 7, 2023 – Meeting

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

Parks Commission
Meeting Minutes
Tuesday, May 2, 2023

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

Commission Members Present: Chair Mike Wiley, Patricia Dufendach, Sarah Hooper, and Laura Stearns

Staff Present: Town Administrator Mary Bohlen, Public Works Director Jimmy Charles, and Administrative Assistant Kate Daub

Others Present: East Bound Disc Golf President Shawn Johnson

This meeting was also broadcast live via Facebook and called to order by Administrative Assistant Kate Daub at approximately 5:30 PM.

Ms. Hooper moved to approve the meeting minutes of March 7, 2023. Ms. Dufendach seconded, and approval was unanimous.

Ms. Daub began the meeting by sharing that Town Administrator Mary Bohlen will be stepping away from leading the Parks Commission meetings going forward and she thanked the members for their patience during the transition. She continued by providing an update on the Henry Park Basketball Courts Lighting Project; she said the project is officially complete. Ms. Daub added that the Control Button Signs have been installed which notes that the lights can be activated between the hours of 5:00 PM and 11:00 PM daily. She explained the lights are set to shut off at 11:00 PM and cannot be activated after that time.

She reported that several additions have been proposed to the Disc Golf Course at Stephen Decatur Park and can be reviewed on page six of the meeting packet. East Bound Disc Golf President Mr. Shawn Johnson was present at the meeting; he offered to answer any questions the Commission members had regarding the proposal. Ms. Dufendach shared that she knows the course is an extremely popular amenity and believes people are enjoying it. She said she is glad there is a plan moving forward that would make the course look more permanent. Public Works Director Jimmy Charles said the proposed additions include adding more signage to help people better navigate the course and said Mayor Tyndall has asked to investigate if there are grant opportunities available to help with funding.

Ms. Dufendach asked who was looking into the grants; Town Administrator Mary Bohlen said she believes it may be beneficial for East Bound Disc Golf to pursue the grant opportunities given that most Park grants available to the Town are timed. She added that the Community Foundation or a similar organization may offer other grant programs that are not available to the Town. Ms. Daub said Mayor Tyndall had suggested pursuing funding in the amount of \$7,000; Mr. Johnson confirmed the amount would allow his group to incorporate many if not all the additions being proposed. Ms. Hooper recommended that the Humphreys Foundation be contacted as she said they have supported many other groups that have taken on projects in Berlin.

Ms. Daub said it is important to add that the only piece of negative feedback concerning the course is the lack of signage; she said the hope is for the proposed additions to correct that. Ms. Dufendach asked if the course is available online; Mr. Johnson explained there is a sign at the park that includes a bar code players can scan to access an overhead view of the course. He continued by saying the lack of directional signage has prompted his group to include a Kiosk as part of the proposed additions

which he said would map out the entire course. Ms. Bohlen suggested that directional arrow signage be considered to help with course navigation throughout the park.

Discussion followed regarding upcoming events in Town. Ms. Daub said the Spring Just Walk event is scheduled for Saturday, May 6th, 2023, adding the walk begins and ends at Stephen Decatur Park. She continued by saying that a registration page was created via Eventbrite to encourage participants to sign up in advance; she said the page has been promoted on social media and through the Worcester County Health Department website. She reported that check-in begins at 8:30 AM at which time an instructor will be on-site leading a pre-walk warm-up, and representatives from the Atlantic General Health System and County Health Department will be in attendance to provide blood pressure checks and healthy living resources. Ms. Daub shared that a trivia game has been incorporated into the walk and participants that choose to play will have the opportunity to win a Town of Berlin raffle gift bag. She asked that any volunteers who wished to help at the event arrive by 8:15 AM to assist with check-in.

Mr. Charles led a discussion regarding the recent playground inspection report for Henry Park and Stephen Decatur Park. He explained that the report noted thirty-two violations at the playground at Henry Park and forty-nine violations at Stephen Decatur Park, however, he said many of the issues were minor and can be easily corrected. Ms. Dufendach acknowledged that playground standards have changed and said it is troubling to have to go back and look at the equipment again. Mr. Charles admitted that the equipment is subject to all types of weather which plays havoc on it, but he added that his department will begin addressing the issues over the next few weeks to get the equipment up to date. Mr. Charles continued reviewing the report and noted that a scale of one to five was used; he said a rating of one reflects issues that are most concerning, and his department will prioritize the repairs beginning with those first. He highlighted that several items are duplicated in the report and said he will go through it to clarify the overall rating for each park. Ms. Bohlen said her intention is not to minimize the report, though some of the criteria as part of the inspection were put in place to try and reduce liability out of an abundance of caution to address safety issues.

Ms. Daub asked if the Commission members wanted to share any feedback regarding the events over the past month; she said she will make a note to order more crafts kits for next year's Spring Celebration. Ms. Dufendach said she felt Clean Up Day had a great turnout and asked to give a shoutout to the Horticultural Advisory Committee for coordinating the volunteers that came out to help. Mr. Wiley acknowledged how much was overgrown at the park, adding the work was much needed. Ms. Bohlen said she felt the 8:30 AM to 10:30 AM time frame for the event worked well. Ms. Hooper said the Rule Sign at Stephen Decatur Park needs to be replaced; Ms. Bohlen agreed and said the various signs around the pond are in good shape but said they are too close to the water and need to be moved. Ms. Stearns said the planter boxes that have been added throughout Town are a nice addition.

Ms. Dufendach moved to adjourn the meeting; Ms. Stearns seconded, and the meeting adjourned at approximately 6:05 PM.

Respectfully Submitted,

Kate Daub

Kate Daub
Administrative Assistant

THE BERLIN POLICE DEPARTMENT

presents



TUESDAY, AUGUST 1, 2023

4 PM TO 7 PM

HENRY PARK ★ 125 FLOWER STREET

FREE ADMISSION

**FREE FOOD - MUSIC - DISPLAYS
EDUCATIONAL BOOTHS - MEDICAL SCREENINGS -
& MORE FUN THINGS FOR THE KIDS!**

Sponsored by the National Association of Town Watch and co-sponsored locally by the Berlin Police Department and the Town of Berlin with the assistance of Community Partners. Come join neighborhoods across the county by participating in America's night out against crime. National Night Out is designed to heighten drug awareness and crime prevention in an effort to strengthen neighborhood spirit and the partnership between law enforcement and the community.



For more information, contact the Berlin Police Department at 410-644-1333

CONTRACT OF SALE

THIS CONTRACT OF SALE, made this ____ day of _____, 2023, by and between the Mayor and Council for the Town of Berlin, Maryland, hereinafter the Seller and Coastal Ventures Properties, LLC, hereinafter the Buyer.

IN CONSIDERATION of the premises and the mutual covenants herein contained, the Seller does hereby bargain and sell unto Buyer, and the Buyer does hereby purchase from the Seller the following property:

Parcels 57, 410, and 191 currently known as a portion of Heron Park. The parties agree that they shall formulate a site plan for parcels 57, 410, and 191 which shall provide for a Seller owned 60 foot wide road bed from a designated entry point from Old Ocean City Boulevard, a Seller owned entertainment venue and a Seller owned parking area. This contract is contingent upon the parties agreeing to a site plan delineating the areas to be retained by Seller

1. Purchase Price.

The purchase price for the property shall be ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$1,700,000.00). Buyer shall, upon the execution of this Contract of Sale, deliver to Seller a good faith deposit of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), which shall be held by Seller in a non-interest bearing account. Said deposit shall be applied to the purchase price.

2. Contingencies.

This Contract is expressly contingent upon the following:

- (a) The parties shall agree to a site plan delineating the real property that is to be retained by the Seller.
- (b) Seller shall utilize its DHCD Demolition Grant funds in the amount of \$500,000.00 to meet the scope of Buyer's proposed project within the scope of the grant for the benefit of Parcels 57,410, and 191. Funds must be expended by May 31, 2024, to ensure compliance with the grant terms.
- (c) Seller shall effectively re-zone Parcel 57, 410, and 191 to either a B-1 or B-2 zoning designation as determined by Seller's Planning Department to comply with Buyer's intended use of the property.

- (d) Buyer agrees that Parcel 57 shall be limited to the following uses: restaurants, boutiques, gift shops, and retail for five (5) years following the receipt of a certificate of occupancy from Seller, and Buyer further agrees that this use limitation shall be restricted by the Deed it receives at settlement.
- (e) Buyer agrees that Parcels 57, 410, and 191 shall be precluded from residential use in perpetuity unless released by Seller following a properly advertised public hearing, and Buyer further agrees that this use limitation shall be restricted by the Deed it receives at settlement.
- (f) Buyer agrees that Parcels 410 and 191 shall be limited to the use of a commercial and retail garden center for ten (10) years following the receipt of a certificate of occupancy from Seller, and Buyer further agrees that this use limitation shall be restricted by the Deed it receives at settlement.
- (g) Seller shall retain the property to build and maintain a roadbed with a width of 60 feet from a designated entry point from Old Ocean City Boulevard, an entertainment venue and a parking area, all which shall be indicated on the site plan to be agreed upon by the parties in Paragraph 2.(a) above.
- (h) Buyer shall build and maintain sidewalks for parcels with road frontage on the north side of Old Ocean City Boulevard.
- (i) Buyer shall be responsible for all costs of development of Parcels 57, 410, and 191, including impact fees, connection fees, traffic study, proportionate costs associated with running water, sewer and electric lines needed to connect to buyers facilities, etc.
- (j) Buyer receiving necessary approvals for the development from the Maryland State Highway Administration.
- (k) Buyer obtaining satisfactory financing for the purchase of the property.
- (l) Buyer may obtain, at its expense, a Phase 1 Environmental Assessment of Parcels 57 and 410 demonstrating that the property is suitable for public purposes pursuant to Maryland Department of the Environment regulations and standards. The Phase 1 Environmental Assessment shall be conducted within ninety (90) days and shall be performed by a firm chosen by the Buyer.
- (m) Buyer obtaining approval of its development plan from the Town of Berlin Planning and Zoning Commission.

3. Title.

- (a) Upon payment as aforesaid, the Seller shall execute and deliver a Deed for the Property containing the covenants of special warranty and further assurance, which shall convey the Property to the Buyer. Title to the Property shall be good and merchantable and free of liens and encumbrances, except the following: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located, and publicly recorded easements for public utilities and other easements that could be observed by an inspection of the Property.
- (b) Notwithstanding anything in this Contract to the contrary, in the event Seller is unable to give good and marketable title and such as will be insured by a title company as set forth above, Buyer shall have the option (I) of taking such title as Seller can convey with Seller being obligated to pay and satisfy all liquidated liens (as hereinafter defused) at settlement, or (ii) of being repaid the Deposit and in the latter event there shall be no further liability or obligation by either of the parties hereunder and this Contract shall become null and void. For purposes of this Contract, any matter(s) susceptible of satisfaction and removal at or prior to settlement by the payment of a sum of money which is explicitly set forth in said lien document, including, without limitation, unpaid mortgages, judgments, taxes, sewer and water charges, and assessments shall be considered a Liquidated Lien.

4. Apportionments.

Rent, ground rent, taxes, sanitary district assessments, homeowner association assessments, condominium assessments, and all other public charges and assessments payable on an annual basis imposed against the Property shall be apportioned as of the date of settlement and assumed thereafter by the Buyer.

5. Possession.

Possession shall be given by deed at the time of settlement, free of all leases and other occupancy. Buyer agrees that the construction/redevelopment of each parcel will be completed within 24 months of Buyer taking possession of the property.

6. Settlement.

Settlement shall be held _____, 2023, but in no event later than _____.

7. Settlement costs.

Title examination charges, the costs of the preparation of all necessary documents, notary fees, points and other loan fees, and other customary settlement charges, including but not limited to, recordation tax, state or local transfer tax, agricultural transfer tax or roll back tax shall be paid by Buyer.

8. Default.

In the event that settlement is not held through no fault of the Seller, then the Seller may retain all sums deposited hereunder and/or specifically enforce this contract against Buyer. Should Seller violate or fail to fulfill and perform any of the terms or conditions of this Contract at or prior to settlement, and if as a result thereof settlement hereunder shall not occur, then Buyer shall be entitled: (1) to specifically enforce this Contract against Seller or, (2) to terminate this Contract in which case this Contract shall become null and void and the Deposit shall be returned to Buyer and neither the Buyer nor Seller shall be liable to one another for any reason, at law or at equity. Should either party retain the services of an attorney to enforce or interpret this Contract, the non-prevailing party shall reimburse the prevailing party with any and all court costs or other expenses incurred in such action, including but not limited to, reasonable attorney's fees.

9. Condemnation: Casualty

- (a) All risk of loss or damage to the Property by casualty of any nature prior to settlement shall be borne by Seller. If, prior to the time legal title has passed or possession has been given, the Property or a substantial part of it is destroyed or damaged without fault of the Buyer, then this Contract, at the option of the Buyer, may be rescinded and all monies paid hereunder refunded to Buyer.
- (b) If, prior to settlement, any portion of the Property is condemned, Buyer shall have the option of (i) terminating this Contract, in which event the Contract shall be null and void and Buyer shall be paid the Deposit, or (ii) proceeding with settlement, in

which even the entire condemnation or insurance proceeds shall be delivered to Buyer at settlement hereunder (and, in connection with the foregoing, Seller expressly acknowledges and agrees that the foregoing insurance or condemnation proceeds shall not be applied to restoration of the Property without Buyer's prior written consent, in Buyer's sole discretion), or, if they have not yet been paid, the right to receive such proceeds shall be assigned by Buyer at settlement hereunder by instrument acceptable to Buyer. Buyer shall exercise its option within fifteen (15) days after it receives notice from Seller of any such condemnation or casualty. This section shall not apply if Buyer is the condemning authority. Should Buyer initiate condemnation proceedings against Seller with regard to the Property, this contract shall immediately be deemed null and void.

10. Compliance with Notices, Ordinances.

Seller shall comply with any notices given or ordinances enacted by any governing authority prior to the date of settlement for which a lien could be filed against the Property.

11. Survival.

Any covenant, promise or obligation in this Contract which is not by expressed language intended to be fulfilled or performed at settlement shall not merge into the deed of conveyance but shall remain in full force and effect and be binding on the parties hereto until fully performed or fulfilled.

12. Notices.

Any notice required to be given hereunder shall be given in writing and either (i) sent by United States registered or certified mail, with postage prepaid, return receipt requested, (ii) sent by Federal Express or another nationally recognized overnight courier, (iii) hand delivered, or (iv) sent by facsimile transmission with a hard copy sent on the same day by a nationally recognized overnight courier. All notices shall be deemed to have been given 48 hours following deposit in the United States Postal Service, or upon delivery if sent by overnight courier service, facsimile, courier or hand delivery. All notices shall be addressed to the following address or at such other address as may hereafter be substituted by notice in writing thereof.

To Seller: Mayor and Council of Berlin
c/o Zackery Tyndall, Mayor
10 William Street
Berlin, MD 21811

With Copy to: David C. Gaskill, Esquire
5700 Coastal Highway
Suite 201
Ocean City, MD 21842

To Buyer: Palmer Gillis
150 W. Market Street
Suite 200
Salisbury, MD 21801

13. Entire Agreement.

This Contract contains the entire agreement between Seller and Buyer and there are no other terms, obligations, covenants, representations, statements, or conditions, oral or otherwise of any kind whatsoever. This Contract may be amended only by a writing signed by both parties.

14. Assignment.

This Contract may not be assigned or transferred by Buyer without the prior written consent of Seller. This Contract shall extend to and bind the heirs, personal representatives, executors, administrators, successors and assigns of the respective parties hereto.

15. Miscellaneous.

- (a) As used herein, the phrases "the date hereof" and "the date of this Contract" shall mean the date of execution (and delivery of the fully executed Contract to the first party to sign by the last party to sign this Contract.
- (b) This Contract may be signed in one or more counterparts (or with counterpart signature pages) which, taken together, shall constitute a fully executed Contract and shall be considered a signed document. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature to this Contract. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Contract.
- (c) Buyer and Seller agree to cooperate with each other and to take such further actions as may be requested by the other in order to facilitate the timely purchase and sale of the Property.

- (d) If any date on which a time period scheduled to expire herein is a Saturday, Sunday or holiday, the subject date shall be extended to the next business day.
- (e) This Contract has been drafted by counsel for both the Seller and the Buyer, and accordingly, any ambiguities contained herein shall not be interpreted in favor of or against either party.
- (f) If any term or provision of this Contract or application thereof shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected thereby and each other term and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.
- (g) This Contract shall be construed in accordance with the laws of Maryland.

16. Time is of the essence with this Contract.

NOTICE TO BUYER

SECTION 14-104 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND PROVIDES THAT, UNLESS OTHERWISE NEGOTIATED IN THE CONTRACT OR PROVIDED BY LOCAL LAW, THE COST OF ANY RECORDATION TAX OR ANY STATE OR LOCAL TRANSFER TAX SHALL BE SHARED EQUALLY BETWEEN THE BUYER AND SELLER.

This contract obligates Buyer to pay these taxes.

BUYER IS ENTITLED TO SELECT THEIR OWN TITLE ATTORNEY, SETTLEMENT ATTORNEY OR ESCROW COMPANY.

AS WITNESS the hands and seals of the parties hereto the day and year first written above.

TEST/ATTEST

Seller: Mayor and Council of the Town of Berlin

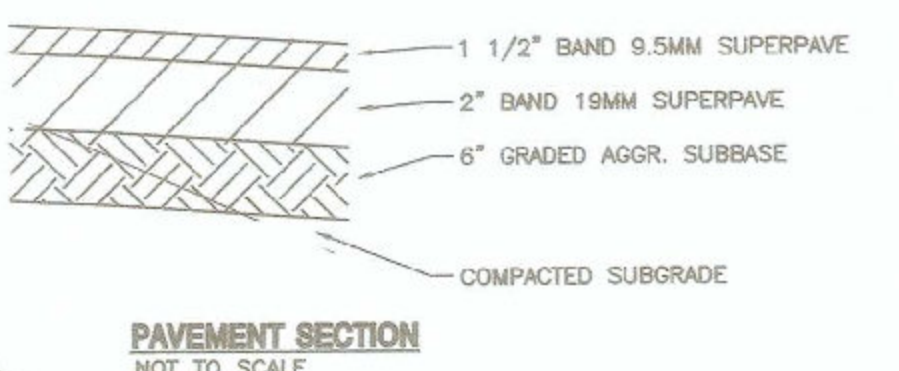
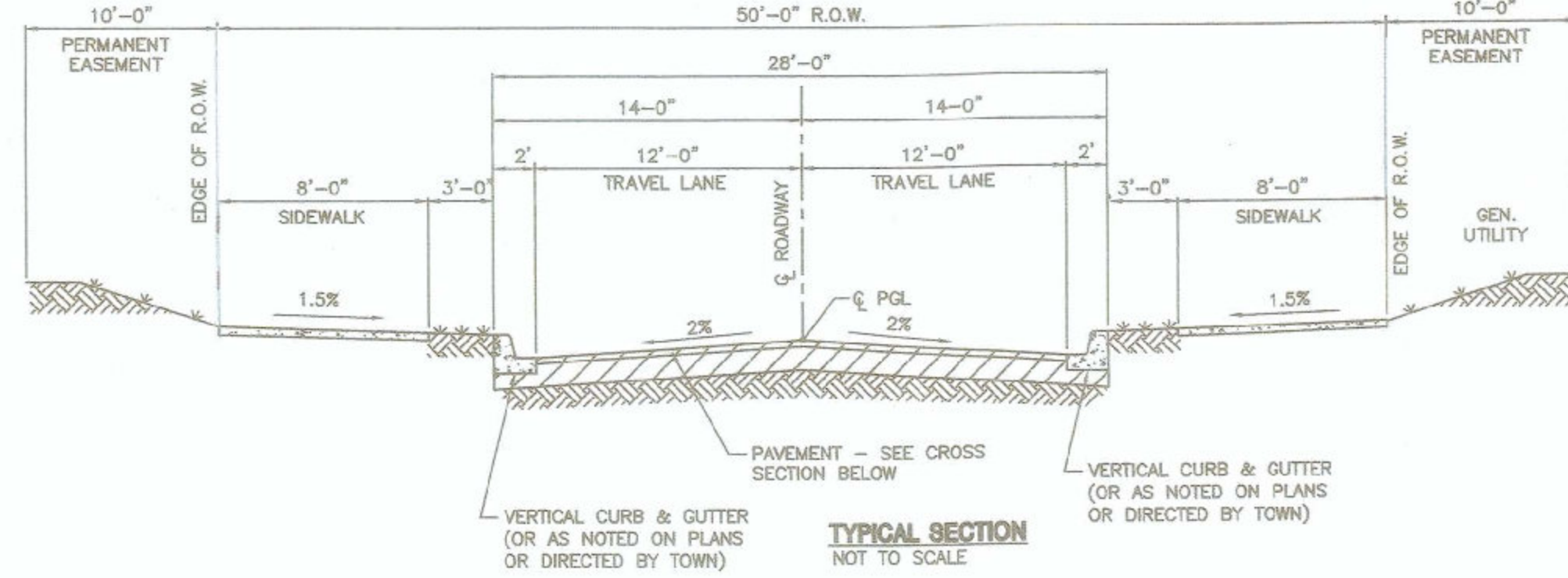
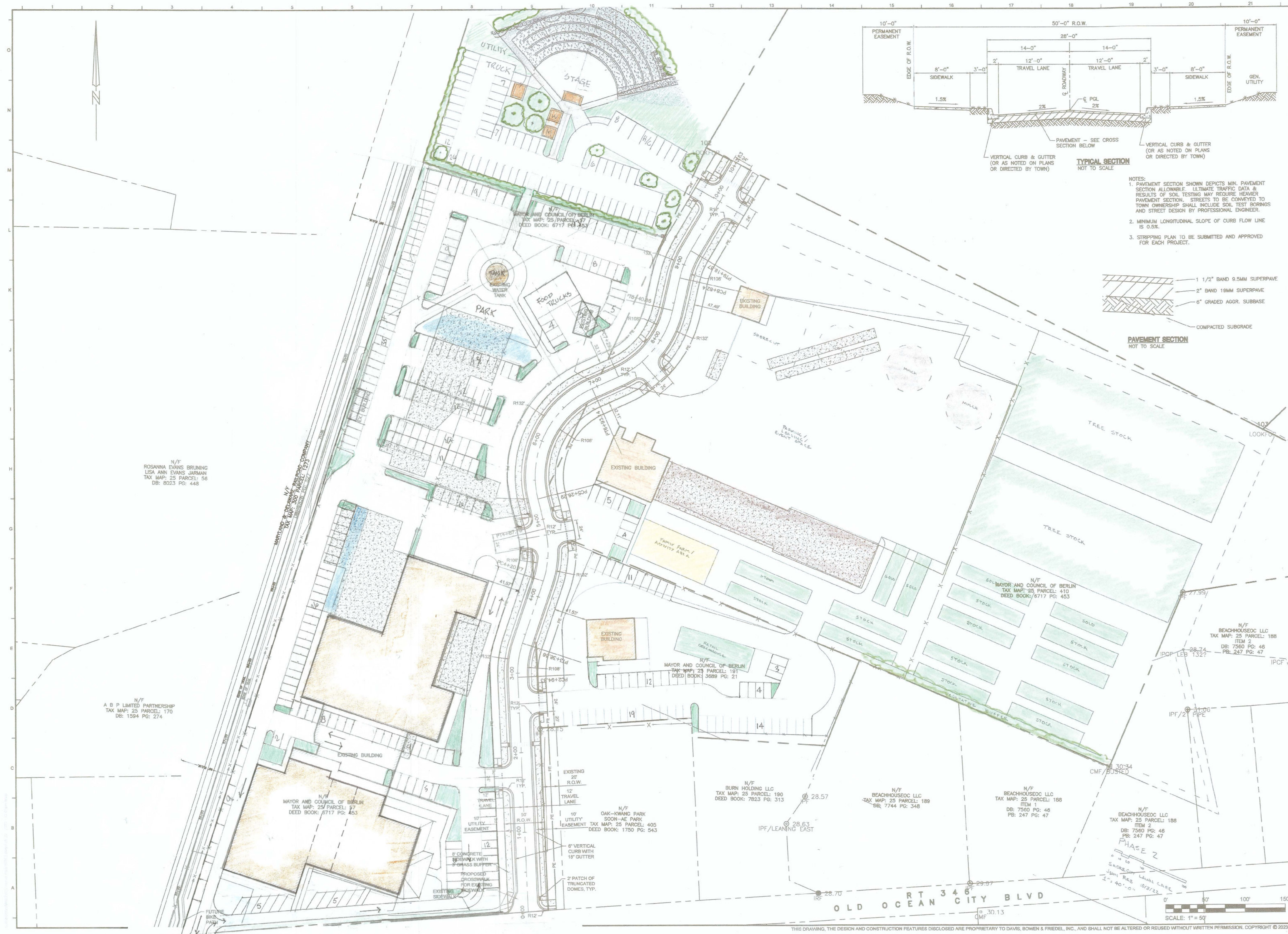
As to Seller

_____(SEAL)
Zackery Tyndall, Mayor

Buyer: Coastal Ventures Properties, LLC

As to Buyer

_____(SEAL)
Palmer Gillis



- NOTES:
1. PAVEMENT SECTION SHOWN DEPICTS MIN. PAVEMENT SECTION ALLOWABLE. ULTIMATE TRAFFIC DATA & RESULTS OF SOIL TESTING MAY REQUIRE HEAVIER PAVEMENT SECTION. STREETS TO BE CONVEYED TO TOWN OWNERSHIP SHALL INCLUDE SOIL TEST BORINGS AND STREET DESIGN BY PROFESSIONAL ENGINEER.
 2. MINIMUM LONGITUDINAL SLOPE OF CURB FLOW LINE IS 0.5%.
 3. STRIPPING PLAN TO BE SUBMITTED AND APPROVED FOR EACH PROJECT.

Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly Licensed Professional Engineer in the State of Maryland License No. 31102. Expiration Date: 31-31-25

DAVIS BOWEN & FRIEDEL, INC.
ARCHITECTS - ENGINEERS - SURVEYORS
JANESVILLE, MARYLAND
410.543.9991
302.324.1444

HERON PARK ROADWAY
RT 346 OLD OCEAN CITY BLVD
TOWN OF BERLIN, MARYLAND

Date:	JANUARY 2023
Scale:	1" = 50'
Dwn By:	ADM
Proj No.:	0050A002
Dwg No.:	C-000



Heron Park Purchase Summary

Prepared by Councilmember Jay Knerr jknerr@berlinmd.gov

Heron Park consists of 4 parcels totaling 63.67 acres. 25 acres of ponds, 38.67 acres of uplands

Lot 52	18.36 acres land area, 25 acres of ponds. Nature Trail. Not for sale
Lot 57	9.35 acres
Lot 191	1.58 acres
Lot 410	9.38 acres

Total acres available for sale – 20.31

Current Bond: Taxable Public Improvement Bond 2016 \$3,000,000 – start date is January 22, 2016. The retirement date is 12/01/2045. Principal \$100,000 payable annually and interest bi-annually each June and December.

FY 2023 = \$182,254.80 Principal \$100,000 + Interest \$82,254.80

FY 2024 = \$178,965.75 Principal \$100,000 + Interest \$78,965.75

FY 2025 = \$177,210.96 Principal \$100,000 + Interest \$77,210.96

The rate is fixed at 3.5% until 12/01/2030 and will be reset in 2030. The bond can be prepaid or paid in full at any time.

If the decision is made to make a partial payment – the amount will be applied to future payments of the year 2045 to save on the interest.

Chemical Spill: In 2019 there was a chemical spill on parcel 52. The town spent approximately \$300,000 on the clean-up effort.

Appraisal Price: As of 4/14/2022

#52	\$180,000 Not for sale
#57	\$800,000
#191	\$200,000
#410	\$700,000
Total	\$1,700,000

Purchase Price: \$1,700,000 Coastal Ventures Properties, LLC

Cost per Acre: \$83,702.60

Current Offer: \$1,500,000 in cash

Lots 191 & 410 restricted to operate as a Garden Center for 10 years. No residential use
DHCD Demolition Grant of \$500,000 shall be used to meet the scope of the buyer's project.

Town will rezone Parcels 57, 410 and 191 to either a B1 or B2 zoning Designation.

Town will build a 60' wide roadbed from Old Ocean City Blvd to the proposed Entertainment Venue.

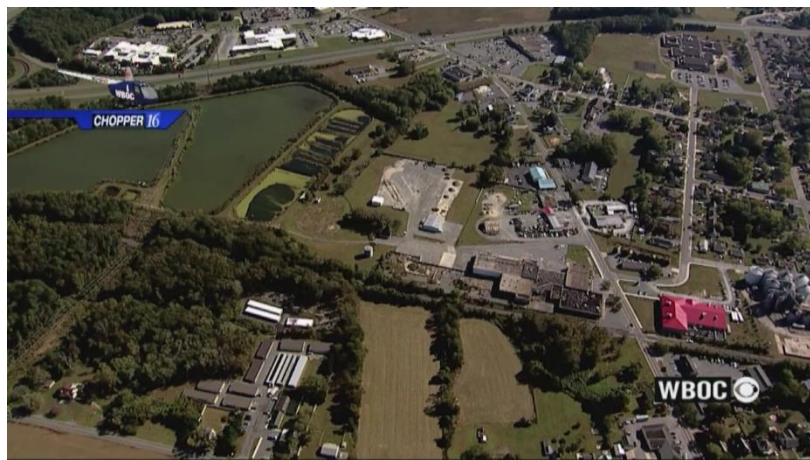
Buyer is responsible for all costs of development including impact fees, connection fees, traffic study, costs associated with running water, sewer, and electric lines necessary.

Buyer is required to do a Phase 1 Environmental Assessment on lots 57, 410 & 191.

Buyer will obtain development plan approval from Planning & Zoning Commission.

Considerations:

- a. Current Debt Service \$2,300,000
- b. Cost of Roadbed \$500,000 to \$1,000,000. Town will own the road and will need to maintain.
- c. Entertainment Venue Cost unknown
- d. Potential Tax Revenue \$12,413 before improvements. This is an estimate based on a 1.5 M purchase price. Commercial property owners can apply for tax base reduction for the first 3 years, tax calculations done based on income generation bases and not on the value of real estate. Potential tax revenue will be not significant to support the operations and upkeep provided by public works, police, and economic development.
- e. Is there a better use for this property that will benefit the residents of Berlin?
- f. Consider today's value of real estate and land available for sale. This is the last available acreage for the Town of Berlin and potential to develop it. Sale price based on appraisal of \$1.5 or \$1.7 will not retire the debt outstanding and Town will need to assume additional responsibilities to service the development. Debt was structured as public commercial bond for the purposes of the ability to lease the land, develop it or utilize it for public. Long term leases or operational agreements can potentially generate more revenues than real estate taxes.





Update from the Mayor's Office Important Information about Heron Park

General Information	
How many acres is Heron Park?	Heron Park consists of four parcels totaling 63.67 acres (25 acres of ponds, 38.67 acres of land)
When was the property purchased?	Heron Park (formerly known as Berlin Falls Park) was purchased in 2016
Financial Information	
How much did the Town of Berlin pay for Heron Park?	In total, the Town of Berlin financed \$3.0 million for Heron Park and a parcel of property on Flower Street. The property was purchased for \$2.5 million and \$500,000 was added to the price intended to be used to convert the property into a park.
How much does the Town of Berlin still owe on the property?	The Town of Berlin still owes approximately \$2.3 million.
How much does the Town of Berlin pay in principal and interest payments each year?	<ul style="list-style-type: none"> • FY2023 = \$182,254.80 • FY2024 = \$178,965.75 • FY2025 = \$177,210.96
What additional costs has/does the Town of Berlin incur from Heron Park?	<ul style="list-style-type: none"> • In 2019, a chemical spill occurred on parcel 52. The chemical spill cost the town approximately \$300,000 to remediate. • Like all town properties, employees from the Town of Berlin maintain the property, which includes any maintenance of the buildings and bathrooms, trash collection, cutting the grass, and keeping the site clean.
Has the Town of Berlin obtained an appraisal for Heron Park so they know how much it is worth?	<p>Yes, in April 2022, the Town of Berlin obtained an appraisal of the entire site. The appraised value for the land included in the potential sale is \$1.7 million.</p> <ul style="list-style-type: none"> • Parcel 52 (<i>NOT FOR SALE</i>): Appraised at \$180,000 • Parcel 57: Appraised at \$800,000 • Parcel 191: Appraised at \$200,000 • Parcel 410: Appraised at \$700,000

Information Pertaining to the Potential Sale: General Questions	
What portion of Heron Park is included in the potential sale?	<ul style="list-style-type: none"> • Parcel 57 (9.35 acres): Includes a roughly 60,000-square-foot chicken processing building. • Parcel 191 (1.58 acres): Also known as the Old Rayne's Sand and Gravel Property: Includes buildings that are currently used to store town equipment and supplies • Parcel 410 (9.38 acres): Includes a cleared lot
Are there any restrictions on what types of businesses or residential use can occur on the property if sold to Coastal Ventures Properties LLC?	<ul style="list-style-type: none"> • Parcel 57: Restricted to operate as a restaurant and/or retail establishment(s) for five (5) years. • Parcels 191 and 410: Restricted to operate as a garden center for ten (10) years. • Based on public comments received in February 2022, no residential use can occur on any of the parcels unless approved by the Mayor and Council in an open session.
Is the Town of Berlin going to use the \$500,000 strategic demolition grant from the Maryland Department of Housing and Community Development?	<p>Yes. The strategic demolition funds need to be fully expended by June 2024. The Town of Berlin has already entered into an agreement with DBF to develop the scope of the request for proposals (RFP) so the Town can move forward with demolition. DBF is waiting to hear from the Town of Berlin about whether the RFP should be for the demolition of the entire building up to \$500,000 or if the building will be strategically demoed to meet the needs of Coastal Ventures Properties LLC.</p>
Are there any additional considerations the buyer has requested from the Town of Berlin?	<p>Yes, the Town of Berlin will need to rezone parcels 57, 191, and 410 to either B1 or B2 zoning. This would include a public hearing at the Planning Commission and Mayor and Council levels.</p>
What are the steps moving forward with any environmental studies?	<p>The buyer has requested to complete a Phase 1 Environmental Assessment on parcels 57, 191, and 410. The due diligence of the buyer is projected to take approximately four to six months to complete.</p>

Information Pertaining to the Potential Sale: Finances	
How much is Coastal Ventures Properties LLC willing to pay for parcels 57, 191, and 410?	Coastal Ventures Properties LLC (CVP) has offered the Town of Berlin \$1.7 million for parcels 57, 191, and 410.
Are there any restrictions included in the sale price from CVP?	<p>Yes, CVP has requested that \$200,000 of the sale price be restricted for up to 24 months to help accelerate two Town owned projects on the site as follows:</p> <ul style="list-style-type: none"> • The offer includes \$100,000 for a Rails and Trails bikeway that would extend from the north side of Old Ocean City Blvd. back to the proposed entertainment venue and passive use section of the park. If this project is unsuccessful within 24 months, the Town of Berlin may reallocate the full \$100,000 however the Mayor and Council deem appropriate. • The offer also includes an additional \$100,000 to spark the fundraising efforts of a town-owned entertainment venue. The subcommittee has approximated the cost of this project between \$400,000 and \$500,000. If this project is unsuccessful within 24 months, the Town of Berlin may reallocate the full \$100,000 however the Mayor and Council deem appropriate.
Are there additional costs or responsibilities to the Town of Berlin if Coastal Ventures Properties purchased parcels 57, 191, and 410?	The subcommittee has recommended that the Town of Berlin own, build, and maintain a 60' wide roadbed from Old Ocean City Blvd to the proposed Entertainment Venue. The roadway will include sidewalks to facilitate pedestrian access to the property.
What additional costs are paid by CVP?	CVP would be responsible for all costs of development, including impact fees, connection fees, traffic study, and costs associated with running water, sewer, and electric lines necessary to service their properties.

Timeline for the Potential Sale of Heron Park

- March 2021
 - The Mayor and Council held a listening session with the public “to gauge public interest in selling two parcels (p.57 and p.410) that are part of the heron park property.”
 - The Council decided to move forward with the request for proposals (RFP) process.
- October 2021
 - At a public meeting where comments from the public were accepted, the Council voted 4-0 to approve the request for proposals (RFP) for parcels 57 and 410.
- November 2021
 - The request for proposals (RFP) was published on the Town of Berlin’s website.
- February 2022
 - The bids that were received from the Town of Berlin’s request for proposals (RFP) were opened in public and streamed on Facebook.
 - The Mayor and Council also held a public meeting to discuss the two submissions (Coastal Ventures Properties LLC and Natelli Communities). Public comment was also accepted during this meeting.
- May 2022
 - The Council voted 4-0 to enter into an extended negotiation period (ENP) with Coastal Ventures Properties LLC during a public meeting where public comment was accepted.
- January 2023
 - The Council voted 3-1, with Vice-President Burrell opposed, to approve a 180-day extension of the ENP with Coastal Ventures Properties LLC during a public meeting where public comment was accepted.
- June 2023
 - The Council voted to extend the ENP until December 2023
 - The Mayor and Council will hold a public work session meeting with CVP on Monday, July 10th, at 6:00 PM. Public comment will be accepted at the end of the meeting.
 - The Mayor and Council have asked the Parks Commission to hold a public meeting with public comment regarding Heron Park on Tuesday, July 11th, at 5:30 PM.
 - The Mayor and Council have asked the Planning Commission to hold a public meeting with public comment regarding Heron Park on Wednesday, July 12th, at 5:30 PM.

**For questions, please reach out to the Mayor’s Office:
410-641-3858 or email MayorZack@berlinmd.gov**