



BERLIN MAYOR AND COUNCIL
Work Session
Meeting Agenda

Berlin Town Hall
10 William Street
Monday, July 24, 2023

Please note that the times indicated below are approximate. Also, note additional timing protocols that may be indicated for specific agenda items.

6:00 PM Work Session – Council Chambers

- 1. 6:00 PM** Opening Statement – Mayor Zack Tyndall
- 2. 6:05 PM** Discussion re: Heron Park – Mayor Zack Tyndall
- 3. 6:30 PM** Comments from the Public
Any person who may wish to speak on a matter at the Regular Session may be heard during COMMENTS FROM THE PUBLIC for a period of five (5) minutes or such time as may be deemed appropriate by the Mayor. Anyone wishing to be heard shall state their name, street name, and subject on which they wish to speak.
- 4. 6:55 PM** Adjournment

To access the Meeting via Facebook, please click the blue Facebook icon at the top of any page on www.berlinmd.gov, or type @townofberlinmd in the Facebook search bar. QR code links to online packet. Anyone having questions about the meetings mentioned above or needing special accommodations should contact Town Administrator Mary Bohlen at (410) 641-2770. Written materials in alternate formats for persons with disabilities are made available upon request. TTY users dial 7-1-1 in the State of Maryland/outside Maryland dial 1-800-735-2258.



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



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.

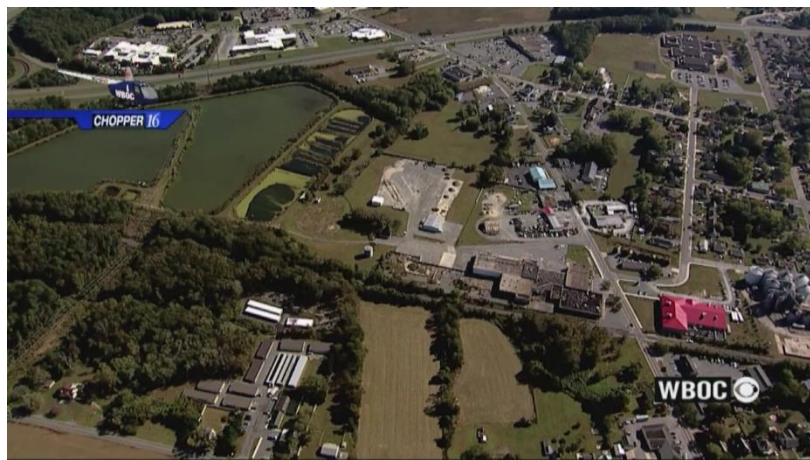
Buyer is responsible for all costs of development including impact fees, connection fees, traffic study, costs associated with running water, sewer, and electric lines necessary.

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**

Heron Park Summary of Proposal by Palmer Gillis, Coastal Ventures Properties, LLC.

July 10, 2023:

TOWN OF BERLIN. Heron Park.

- How we got here,..the process. Past and present. Page #2
- Studies by the town. Page #3
- Demolition. Scope, bidding, etc. Page #4
- Community comments. Shared goals. Page #5
- Public road, public entertainment venue, skate park. Page #6
- Jump start the process. Page #7
- Valuation. Page #8
- Where do we go from here. The future. Page #9

"I would rather implement an imperfect plan then never implement a perfect plan "

"Everyone loves progress, but no one likes change."

Let us implement the Community vision.

July 10, 2023

How we got here. The process. Past and Present.

1. Was familiar with the plant due to previous construction projects.
2. Began to read that the town was starting a "listing" process to create ideas for the use and development ideas. What to do with it? Early 2021
3. Approached the Town, the Mayor, Town manager, P & Z to see what the situation was. We do this on almost all projects. Nothing "secret" or conspiratorial in this approach. Mid 2021
4. We created ideas and concepts. We have repurposed many buildings like the Tyson Plant. We used Achievement Park in Easton, a 200,000 sf repurposed building as our development model. Mid 2021
5. Did an onsite inspection. Mid 2021
6. Met with an Architect to create concept drawings. Fall 2021
7. Suggested to the Town our idea. Could they single source the sale of this? Fall 2021
8. Mayor met with town officials and the Town decided to put it out for public RFP. Again, this is a normal public process. Fall 2021.
9. Followed the RFP process and submitted it in early 2022.
10. Town met with us and the other responder.
11. Town selected our plan and entered a "negotiating period" with us as outlined in the RFP.
12. Mayor created a committee.
13. Met with committee 3 times.
14. Worked thru the concepts, negotiated price and other conditions and restrictions. All within the boundaries and framework of our response to the Towns RFP.
15. The Town extended the ENP.
16. The town created a draft contract to be presented to the public and the rest of the Town Council.
17. Here we are.

We have stopped meeting interested users. First question that they ask is "how much?" and "when?" We cannot advise any longer. Garden Center has material lead times. Open 2022?, 2023?, now 2024?

July 10, 2023

Studies by the Town.

Berlin Falls Park Interpretive Plan

Berlin Falls Park Building Condition Assessment

Berlin Falls Park Lagoons

Berlin Falls Park Concept Plans

Tyson Phase I Final Report

Tyson Phase II Final Report

Tyson Foods Environmental Summary Final.

Town of Berlin RFP #2021 – 02

July 10, 2023

Demolition. "The process".

The Town has been granted funds in the amount of \$500,000 to apply for the demolition of or partial demolition of the Tyson Plant. To walk thru the process, the Town must agree on a scope of demolition, create drawings, create specifications, advertise for bidding, receive proposals, evaluate the bids, and select a contractor.

Ask yourself, who will be making that decision, defining the scope of demolition? This is important. How will the process be followed.

As an example, when you compare the two responses to the Towns RFP, the Natelli proposal fully utilized the grant. Their response was demolition for the entire 3 parcels. That would include all of the lands and put the responsibility to the Town to remove *everything* on all sites to construct their proposed residential project. This demolition scope will absolutely cost more than the \$500,000 grant and the Town would be responsible for the difference. Please do not forget that this must include what is *below grade* to deliver the site to their development needs.

Think of cutting down a tree and one contractor is significantly more than the other. So, you take the low bid. The contractor cuts the tree down and leaves the stump. Stump removal can cost as much as tree removal. There are underground utilities and structural foundations that must be removed all over the site that must be considered for any demolition process.

Our proposal considers select demolition only, fully utilizing the grant BUT, we will take responsibility for any further demolition costs needed for our project. We are estimating an additional \$500,000 beyond the Towns grant *at a minimum* to achieve the needed demolition.

In our opinion , it will take the Town several weeks, if not months, to define the scope of demolition, prepare bidding documents, advertise for bidding and evaluation of the bid results. That of course is if the Town knows what they want demolished.

July 10, 2023

TOWN OF BERLIN Heron Park- Community goals.

1. Solar field
2. EV charging stations.
3. Pollinator garden
4. Embrace the Arts. Visual, Performing, and culinary.
5. Skate Park
6. Entertainment venue. Simple at first, lawn chairs grass slopes. Can grow. 20 to 200 people??
7. Open spaces. Retain the north 44 acres.
8. Specialty shops, boutiques.
9. Incorporate pedestrian and bike trail.
10. Do not compromise downtown. Promote downtown from this location.
11. Agri tourism Educational
12. Eateries. Think destination. Old Town Alexandria, torpedo factory.
13. Central kitchen – catering.
14. Brewery. Think Evo or dogfish head.
15. Fitness center
16. Pet friendly, pet park.
17. Community garden.
18. Make income producing and job producing.
19. Flora farms. Cabo. Farm to table.
20. Museum
21. Art Gallery
22. Childrens theater.
23. O. C. Art league (if desired).
24. Mini golf
25. Wedding venue, large event space.
26. Rock climbing wall, ropes course
27. Arcade.
28. Park and ride trolley to downtown.
29. Food trucks.
30. Innovator food hub, shared kitchen, commissary, test kitchen.
31. Bike pedestrian trail along railroad tracks.

Any and all ideas are welcome but must be practical!

June 10, 2023:

Town of Berlin Heron Park

The Garden Center Vision: Gardening is my passion. The Berlin Garden Center will offer a refreshing alternative to national chains. We will offer a personalized experience with locally grown unique items you won't find elsewhere. We are inspired by "How Sweet It Is", Lords Landscaping in DE and "Village Greens Garden Centers," (3 of my happy places, it broke my heart when Village Green closed) We want to offer a diverse selection of plants, flowers, shrubs, trees, and gardening essentials sourced from local growers who share our commitment to sustainability and quality.

We want to create a welcoming environment for guests with an interactive "Potting Station". Where you can not only purchase pots, seeds, or plants but you're also engaging in an immersive experience with knowledgeable staff who will guide you through the process & provide valuable insights into indigenous plants and their care.

We want to offer educational opportunities, agritourism, which will be good for the local economy, workshops & classes while nurturing a sense of community.

We want to create a community hub, with a sense of connection and sharing among gardening enthusiasts. We want to host events such as plant swaps, guest speaker sessions, and seasonal celebrations to bring together locals who share a passion for gardening and a love for nature.

We want to empower our guests through these educational opportunities and inspire them to cultivate their own green & happy spaces and a deeper appreciation for nature.

The Entertainment Center Vision: We share the same goals as the Berlin community to create a small, intimate entertainment venue. Through the RFP, our community discussions and listening to public input, we began envisioning and refining our concept. We believe in taking a gradual and organic approach, starting with crawling, then walking, and eventually running as our community takes the project and runs with it.

To avoid any misconceptions, let's not use the term "amphitheater," it creates thoughts of larger venues like Merriweather Post Pavilion or Freeman Stage.

Our vision revolves around a smaller performing arts stage, or entertainment venue, similar size to the stages at the Ocean Pines Yacht Club or OC Sunset Park. These venues offer a casual atmosphere where guests can bring their own chairs and accommodate audiences ranging from 20 to 200 guests. By the way the OC Sunset Park is an alcohol-free property, and those performances are full of guests who enjoy listening to local acts.

We recently experienced the magic of a small, sold-out performance of Gilligan's Island the Musical at the OC Center for the Arts, which only accommodated 40 guests. It was a fabulous experience! We believe that if the town is interested, the OC Art League could be an experienced & valuable asset, attracting live theater productions, including children's theater. We would like to create a venue to share these types of experiences.

July 10, 2023

TOWN OF BERLIN. Heron Park.

Jump start community projects.

- 1. Salisbury Park bandstand leveraged into the pedestrian bridge.**
- 2. Regional Art Institute and Gallery donated 5,000 sf of shell space which leveraged into a permanent 5,000 square foot *finished* facility.**
- 3. Riverview commons. Riverwalk.**
- 4. Donated the gallery Building to SU now a community Arts Center and Entrepreneur Center *and* a \$5m renovation donation from the Rommel family. SU Downtown.**
- 5. Charles County Western Parkway lands**
- 6. Gateway building. Public way secure, lighted, elevator.**
- 7. Gallery building. Public way. Secure, lighted, elevator.**

7.

July 10, 2023

Valuation of Heron Park.

- SVN listing agreement for a fully functioning poultry processing plant. \$1.9 million. 2010
- Burly Oak Brewing parcel 57, offer \$150,000 TOTAL. 2021, 9.35 acres.
- Shore Craft (?) offer \$100,000 TOTAL parcel 57. 2021 9.35 acres
- The Towns appraisal for the 3 parcels 2022 \$1.7 million
- Gillis \$1.5 million 3 parcels increased to \$1.7 million 2022. *We pay for demolition beyond the grant.* We are estimating an additional \$500,000 for our scope of demolition. Still less that Natelli scope.
- Natelli \$1,6 million Feb. 2022. *Town pays for demolition beyond the grant.*
- Plak That 3 acres transferred in January 2023, \$ 120,000/acre no restrictions except zoning, no demolition, no environmental issues.

Risks, restrictions. When you place development restrictions on a property you lower the value of that property. This makes appraisers lower the value of a property which in turn makes lenders lend less. We are seeing a investment of 12 to 15 million dollars here on a high risk development project.

"The value of a property is only what a buyer is willing to pay."

July 10, 2023

Town of Berlin Heron Park. Where do we go from here. The future.

Decide to accept or reject the draft contract. If accepted see below.

1. Create a plan for planning and zoning and set in for public hearing 2 to 4 months. Architectural, civil engineering, roof, electrical engineering, HVAC and Plumbing engineering
2. Determine entrances on Ocean City Road. State Highway.
3. Schedule a traffic study. *Must be completed when school is in session.* Work with State Highway
4. Update environmental audits.
5. Create a storm water management plan.
6. Create scope of demolition for bidding. Bid, review, and implement.
7. Verify utilities to serve the property.
8. Seek lender financing.
9. Seek a building permit with the Town of Berlin.
10. More public input along the way.
11. Incorporate Easton's rail spurs.
12. Understand RTU's 27 to 40 weeks delivery.
13. Invest a minimum of \$50,000 to \$100,000 for the process to get started after the contract.
14. Create jobs and Town revenue.
15. Dynamic process. This will change.
16. Prospects first question is "How much and when?"

Note:

- This is personal to Sandy and our family and myself.
- Please understand that Federal and State grants support and fund projects when the Town speaks as one voice. Granting agencies do not get behind split leadership. Referring to the new Town road, Amphitheater, Skate Park, Old Ocean City Road (main street to Rt.), etc.etc.



6/13/2023

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

To the Honorable Mayor, Esteemed Members of the Town Council, and valued citizens of Berlin, Maryland,

Greetings from the Art League of Ocean City!

We write to express our support and encouragement for the acceptance of the redevelopment project proposed by the Gillis Family at Heron Park.

As a vital community asset in the Town of Ocean City, we recognize the tremendous potential of this proposal to expand the representation and embrace of the Arts Community in our broader region. By incorporating the proposed entertainment venue at Heron Park, we envision a further surge in growth and awareness of how the arts can enrich the quality of life for a community, while also enhancing tourism and fostering economic development opportunities.

The Gillis Family has long been dedicated supporters of the Arts Community, with their involvement dating back to their creation of a permanent home for the Art Institute and Gallery in downtown Salisbury during the mid-80's. Also worth mentioning is the Gillis Family efforts to construct the Ocean City Center for the Arts in 2013, in which they served as general contractor. Without their competitive bid and gracious support this project might have never come to fruition.

With their proposed redevelopment plan for Heron Park, we perceive an opportunity, should the town desire it, to extend some of our highly popular programs, shows and performances into the welcoming embrace of Berlin.

Should you have any inquiries or require further recommendations or comments from our organization, please do not hesitate to reach out to us.

Best regards,

Rina Thaler, Executive Director

John Sisson, President BOD



Mayor & Council of Berlin

10 William Street, Berlin, Maryland 21811

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

www.berlinmd.gov

Tuesday, July 18, 2023

From: Planning Commission

Re: Heron Park Recommendation following meeting on Wednesday, July 12, 2023

The Heron Park topic was on the night's Agenda as a discussion item, so no formal action or motion was to be made by the Commission. They did pass a unanimous 6-0 consensus vote for the Mayor and Council to cease contract negotiations on the present contract, form a committee of citizens, land use professionals, Commissioners, and stakeholders to determine the highest use, develop a Site Plan, and determine the necessary actions to increase the entire property's value before any sale should occur. The provision to move forward now with the design and cost estimates required for a Request for Proposal for the DHCD Demolition Grant, and to spend those grant funds on whatever demolition could be accomplished before any sale of parcels or private development occurs was included in that vote.

Several of the Commissioners were concerned with not retiring the debt remaining after this proposed contract, just as we've heard in other public meetings. The opinion that this could be the most valuable piece of land in Town if cleaned up was voiced by several Commissioners and from the public in attendance. The question of any environmental hazards or cleanup was also raised by several. Additional costs to the Town such as the construction of the proposed road and installation of Town utilities, added to the non-retired debt, were also concerns.

Staff Liaison: David Engelhart

Chairman: Chris Denny

Vice Chairman: George Purnell

Members: Ron Cascio, Newt Chandler, Pete Cosby, Phyllis Purnell, Matthew Stoehr



Mayor & Council of Berlin

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Tuesday, July 18, 2023

From: Parks Commission

Re: Heron Park Recommendation following meeting on Tuesday, July 11, 2023

The Heron Park topic was on the Parks Commission meeting agenda as a discussion item on Tuesday, July 11, 2023. No formal action or motion was made by the Commission.

Following a lengthy discussion which included comments shared by members of the public, the Parks Commission suggests if any parcel is sold it should only be the one with the block buildings on it (on the left as you enter, not the sheds, etc.). The Commission feels it is in the best interest to retain as much of the property as possible for future use and growth. With the planned bike trail and other proposed projects, etc., we feel this park will be utilized as such more and more in the future. One of the priorities should be a proper location for the skate park within Heron Park.

Staff Liaisons: Kate Daub & Cody Chesser

Chairman: Mike Wiley

Members: Patricia Dufendach, Sarah Hooper, Laura Stearns