

RESOLUTION NO. 22-103

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH,
FLORIDA, APPROVING AN EXCLUSIVE NEGOTIATING
AGREEMENT FOR REDEVELOPMENT OF THE RUSSELL
FIELDS PIER AND BEACHFRONT.**

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that Exclusive Negotiating Agreement between the City and Russell-Fields Pier Development Group, LLC, relating to the redevelopment of the City's beachfront at Russell-Fields Pier, in substantially the form **attached** and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 10th day of February, 2022.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

EXCLUSIVE NEGOTIATING AGREEMENT
(RUSSELL-FIELDS PIER BEACH FRONT DEVELOPMENT)

THIS EXCLUSIVE NEGOTIATING AGREEMENT (the "Agreement") is entered as of the 11th day of February, 2017 (the "Effective Date"), at Panama City Beach, Florida, by and among the CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation (the "City"), and RUSSELL-FIELDS PIER DEVELOPMENT GROUP, LLC, a Florida limited liability company authorized to do business in the State of Florida ("RFPDG") and collectively, the "Parties"), joined by COASTAL PARASAIL, INC. ("Coastal") for the limited purpose stated in Section 1.5.

WITNESSETH:

WHEREAS, on September 3, 2021 the City lawfully published the request for conceptual proposals and statements of qualification attached, incorporated and marked Exhibit A (the RFP) to advance certain goals and conditions there specified for re-developing a gulf-front parcel of land owned by the City and more particularly described upon attached and incorporated Exhibit B (the "Site"); and

WHEREAS, on October 8, 2021, Adris Pender, Will Lark, William Harrison, Cooper Harrison, Joe Winkeler, and Mark Burnham, being all persons comprising the Pender Development Group and committing to formally establish a corporate entity consisting of themselves and no others and which is now known as Russell-Fields Pier Development Group, LLC., submitted the sole response to the RFP which is attached, incorporated, and marked Exhibit C (the "Response") which contained a conceptual use and site plan (the "Conceptual Use Plan"); and

WHEREAS, on December 9, 2021, the City Council accepted the Response for the sole purpose of entering with RFPDG exclusive negotiations within the material parameters specified in the RFP; and

WHEREAS, the parties desire to structure and clarify their roles and responsibilities in, and the timing of, those negotiations; and

WHEREAS, Adris Pender is the sole shareholder and president of Coastal; and

WHEREAS, Coastal is currently leasing a portion of the Site from month to month and desires to continue that lease during the term of the negotiations contemplated by this Agreement subject to the restrictions expressed herein; and

WHEREAS, the City desires to continue the lease with Coastal to provide the services enjoyed by the public on the Site and to receive rental income from Coastal;

NOW THEREFORE, IN CONSIDERATION OF the mutual covenants and promises

contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and RFPDG agree that the forgoing recitals are true, complete, and not misleading, and that this Exclusive Negotiating Agreement contains the entire agreement between the parties and that there are no other agreements or representations between them, oral or written, concerning the matters addressed here, and also agree:

ARTICLE 1.
EXCLUSIVE NEGOTIATIONS RIGHT

Section 1.1 Good Faith Negotiations. The City and RFPDG shall negotiate diligently and in good faith during the exclusive Negotiating Period described in Section 1.3, the terms of a mutually agreeable Development Agreement (“DA”) for re-development of the Site. The City’s desire for the types of development described in the RFP shall serve as a guide in the negotiation of the DA. RFPDG acknowledges that the October 8 site plan presented to the Council shall serve as conceptual basis but that the review of additional information and further discussion may lead to refinement and revision of those development concepts and of the October 8 conceptual plan. During the Negotiating Period, the City and RFPDG shall use good faith efforts to accomplish the respective tasks outlined in Article 2.

Section 1.2 Elements To Be Addressed in the DA. Among other matters, the eventual DA shall address the terms and conditions in which: (1) the City would enter a long term lease with RFPDG that would enable a financially feasible re-development of the Site containing uses and densities materially consistent with the RFP but always acceptable to the City; (2) RFPDG would fund and develop and operate the commercial uses on the Site; (3) RFPDG would operate and maintain certain elements of the horizontal infrastructure on the Site to the extent those elements are redesigned, modified or constructed by RFPDG which would be required to be maintained by the City pursuant to the Amended and Restated Public Improvement Partnership Agreement between the City of Panama City Beach, the Panama City Beach Community Redevelopment Agency, the Pier Park Community Development District, and the St. Joe Company dated May 2, 2014 and recorded in Bay County Official Records Book 3611 at page 308; (4) RFPDG would meet certain milestones in re-developing and subsequently operating the Site and the remedies available to the City and the CRA if those milestones are not met; (7) and RFPDG would operate beach services acceptable to the City on the sandy gulf beach seaward of the Russell-Fields Pier.

As more fully set forth in Section 3.1, the Parties acknowledge and agree that this Agreement in itself does not obligate any Party to acquire or convey any property, does not grant RFPDG the right to develop the Site or construct the Development, and does not obligate RFPDG to any activities or costs to develop the site or construct the Development, except for the preliminary analysis and negotiations contemplated by this Agreement. RFPDG acknowledges that this Agreement is entered by the City in its proprietary capacity and does not involve or affect the police power of the City or the application of that power.

Section 1.3 Negotiating Period. The exclusive negotiating period under this Agreement shall commence as of the Effective Date and shall expire at 12:01 am (CDT) on February 11, 2023,

unless sooner terminated as provided in this Agreement or unless a DA has been executed by the City and RFPDG (the “Negotiating Period”). Upon termination of the Negotiating Period by lapse of time or otherwise, neither Party shall have any further rights or obligations under this Agreement, except as provided in Sections 3.3 (Waiver of Lis Pendens), Section 3.4 (Right of Entry/Restoration) and Section 3.6 (No Commissions) which shall survive termination. If a DA is executed by the City and the RFPDG then, upon such execution, this Agreement shall terminate, and all rights and obligations of the Parties shall be as set forth in the executed DA.

Section 1.4 Exclusive Negotiations. During the Negotiating Period, (1) the City shall not negotiate with any entity other than RFPDG regarding development of this Site, or solicit or entertain bids or proposals to do so, and (2) no member shall withdraw and no new member shall be admitted to RFPDG, and (3) RFPDG shall not assign in whole or in part any interest in this Agreement to any third party.

Section 1.5 Continued Use of Site by Coastal Parasail. RFPDG acknowledges, and the City and Coastal agree, that at all times during the Negotiating Period, Coastal Parasail, Inc., shall be permitted to continue to operate the Site under the same terms and conditions of the 2010 Lease between the City and Coastal recorded in Bay County Official Records Book 3316 at page 1463 (the “Lease”). Coastal agrees that it shall continue rent payments to the City under the rates specified in the Lease but that it will be prohibited from providing any additional structures or any kiosks (the former kiosks having been removed) without the written approval of the City Manager which shall be granted or withheld based upon his unfettered judgement of the effect of the structures upon the public use of the Site and the Russell-Fields pier. Coastal Parasail, Inc., shall not be required or permitted by the Lease or this Section to conduct any activities constituting Beach Commerce on or about the Site as that term is defined by Chapter 7 of the City’s Code of Ordinances. In the event the City solicits from the private sector the conduct of any Beach Commerce during the Negotiating Period, nothing in this Section shall preclude Coastal from responding and if selected performing.

Section 1.5 Identification of Representatives. The RFPDG representatives to negotiate with the City are William Harrison, Adris Pender, and Will Lark. The City’s representatives to negotiate with RFPDG are Drew Whitman, City Manager, Holly White, Assistant City Manager, Amy Myers, City Attorney, Cole Davis, Assistant City Attorney, Owen Beitsch, Real Estate Consultant, and Douglas Sale, City Attorney Emeritus (the “Working Group”). RFPDG may add to its representatives as the process continues. The City may change its representatives from time to time but will be mindful of the need and benefit of continuity and recall of negotiation history. All representatives covenant to act in good faith. In the event of a conflict between representatives on either side, RFPDG shall be entitled to rely (to the limited extent permitted by this Agreement) upon the written advice of Drew Whitman alone and the City shall be entitled to rely (again, to that limited extent) upon the written advice of William Harrison alone.

ARTICLE 2. NEGOTIATION TASKS

Section 2.1 Overview. To facilitate negotiation of the DA, the Parties shall use reasonable, good faith efforts to accomplish the tasks set forth in this Article 2 in a timeframe that will support negotiation and execution of a mutually acceptable DA prior to the expiration of the

Negotiating Period. All time frames are set out as the Parties best estimates of reasonably attainable goals, always subject to change depending upon circumstances and availability of resources. In the event the time to complete one milestone is greater than stated, the times for the remaining tasks will be extended not to exceed the Negotiating Period.

Section 2.2 Conceptual Use Plan. Commencing immediately after execution of this Agreement, the Parties shall embark upon negotiations to develop and refine the Conceptual Use Plan into a revised, conceptual massing and density/intensity plan including schematic design drawings. The purpose of this process is to give the City additional opportunities to consider and comment on the planned uses, massing, preliminary design, and function of structures to be placed upon the Site. The goal of this stage is to give the City a formal opportunity to conceptually approve the use, massing, design, and function of the improvements to be placed on the Site.

Section 2.3 Financial Feasibility Analysis. RFPDG shall prepare a preliminary, but detailed, financial feasibility study for the development containing, among other matters, a preliminary development budget and sources/uses of funds, preliminary operating pro-formas, and a preliminary project timing schedule (the “Financial Feasibility Analysis”). In order to prepare the Financing Analysis, the Parties acknowledge that RFPDG will be required to make certain assumptions which will have to be subsequently validated during the due diligence period. The Financial Feasibility Study must include, but not necessarily be limited to, the following:

- Copies of preliminary and conceptual financial models addressing the relevant financial/revenue projections for each programmed land use for an initial period of ten years.
- Detailed descriptions of assumptions about the project’s hard and soft costs across each land use and phase for an initial ten years addressing in particular, design and permitting costs, construction costs, and interest rates.
- Sources and uses of funds as they are associated with the above analyses and assumptions.
- Timing, nature and amount of developer contributions.

The purpose of this stage is to develop an understanding of the order of magnitude of the cost of the project.

Section 2.4. Working Group Meetings. The Working Group shall meet as often as required to receive and react to RFPDG’s efforts to prepare the Conceptual Use Plan and the Financial Feasibility Analysis. Ultimately, RFPDG or its designee shall present and explain the Financing Analysis to the Working Group and to cooperatively refine it as much as possible from a staff and technical perspective. RFPDG acknowledges and agrees that it shall at its expense complete the actions contemplated by sections 2.2 and 2.3 by May 31, 2022.

If both stages described in Section 2.2 and 2.3 are not completed by May 31, 2022, the Negotiating Period and this Agreement shall terminate without notice or action by either party, unless the Parties agree in writing at any time to extend that date. This mutual option to extend shall survive this automatic termination and shall not be construed as a novation or a revival of this Agreement.

Section 2.5. Development Agreement. The purpose of this final stage is to draft, negotiate and permit RFPDG to seek lender approval of a definitive Development Agreement between the City and RFPDG defining the obligations and rights of both sides during construction and the long-term operation of the project. The Parties anticipate that, in general, the legal structure will be a long-term ground lease between the City, as lessor, and RFPDG, as lessee. The final DA will contain, either as exhibits or subject to conditions precedent to effectiveness, the ground lease and any other agreements or instruments necessary or useful to construct and operate the entire pier project contemplated by the RFP.

If this stage is not completed by September 5, 2022, the Negotiating Period and this Agreement shall terminate without notice or action by either party, unless the Parties agree in writing at any time to extend that date. This mutual option to extend shall survive this automatic termination and shall not be construed as a novation or a revival of this Agreement.

The City may, at its option, elect to consider the DA through the process outlined in the Florida Local Government Development Agreement Act (Florida Statutes 163.3221 et seq.) and, if the DA vests any rights created by or subject to the exercise of the City's police power through its Comprehensive Plan or Land Development Regulations, the DA shall be considered through this process.

Section 2.6. Regarding City Approvals. The Parties acknowledge and agree that the City's approval of all things prior to the final approval of the DA will be merely conceptual and preliminary and intended only to give RFPDG comfort that its concepts at each stage continue to appear to the City to predominately serve the public interest in addition to RFPDG. All approvals by the City are ultimately contingent upon the City and RFPDG entering the DA and agreeing upon all of the myriad of terms and conditions, and affirmative and negative covenants, to be expressed in the DA and its exhibits and attachments. No approval, representation, statement, writing or comment by the City or anyone on its behalf concerning the matters addressed in this Agreement shall create or vest any legally enforceable rights in RFPDG or anyone claiming by through or under RFPDG regardless of the reasonableness or extent of the reliance of RFPDG or such person upon that approval, representation, statement, writing or comment.

ARTICLE 3. GENERAL PROVISIONS

Section 3.1 Limitation on Effect of Agreement. This Agreement shall not obligate either the City or RFPDG to enter a DA or to accept any particular term or condition in a DA. By execution of this Agreement, the City is not committing itself to or agreeing to undertake the development or lease the Site. Execution of this Agreement by the City is merely an agreement to conduct a period of exclusive negotiations in accordance with the terms hereof, reserving for subsequent City Commission action the final discretion and approval regarding the execution of a DA and all proceedings and decisions in connection with it. Any DA resulting from negotiations pursuant to this Agreement shall become effective only if and after such DA has been considered and approved by the City Commission following conduct of all legally required procedures and executed by duly authorized representatives of the City and RFPDG. No agreements, agreement drafts, actions,

deliverables or communications associated or arising from the negotiation or performance of this Agreement shall impose any legally binding obligation on either the City or RFPDG to enter into or support entering into a DA or be used as evidence of any oral or implied agreement by either of them to enter into any other legally binding document or to undertake any legally binding duty or obligation, unless in writing authorized and executed with the same formality as this Agreement and expressly stating the intent to be legally bound. If entered, the DA will express the entire agreement between the parties to it concerning the matters contained in it or contemplated by this Agreement.

Section 3.2 Notices. Formal notices, demands and communications between the City and the RFPDG shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, postage prepaid, return receipt requested, or sent by express delivery or overnight courier service, to the office of the Parties shown as follows, or such other address as the Parties may designate in writing from time to time:

City: City of Panama City Beach
17007 Panama City Beach Parkway
Panama City Beach, FL 32413
Attention: Mr. Drew Whitman, City Manager

RFPDG: Russell-Fields Pier Development Group, LLC.
101 Harrison Ave
Panama City, FL 32401
Attention: Mr. William G. Harrison, Jr.

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

Section 3.3 Waiver of Lis Pendens. It is expressly understood and agreed by RFPDG that no *lis pendens* shall be filed against any portion of the Site with respect to this Agreement or any dispute or act arising from it. RFPDG acknowledges that the City is not authorized to mortgage or encumber the Site as collateral for the project or any other purpose and agrees not to cause or permit any cloud to be filed or recorded against the title of the Site other than a long-term ground lease lawfully approved by the City. This covenant shall survive termination of this Agreement by lapse of time or otherwise.

Section 3.4 Right of Entry/Restoration. The City shall cooperate with RFPDG to provide RFPDG the right to enter upon the Site, and into all structures on the Site, as necessary or convenient, at reasonable times after notice, for purposes of conducting investigations to further the objectives of this Agreement, and to penetrate surfaces and structures where necessary to make geotechnical or structural determinations so long as damage is kept to the minimum feasible and full restoration to pre-existing or better condition is immediately made by RFPDG at its expense. RFPDG's obligation to restore shall survive the termination of this agreement by lapse of time or otherwise.

Section 3.5 Costs and Expenses. Except as may be expressly provided in a binding DA, each party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this Agreement and the performance of each party's

obligations under this Agreement.

Section 3.6 No Commissions. The City and RFPDG each represent to the other that it has engaged no broker, agent or finder in connection with the Original ENA Agreement or this Agreement or the project contemplated and agree that it shall defend and hold the other harmless from any claims by any broker, agent or finder retained by it. These reciprocal covenants shall survive the termination of this Agreement by lapse of time or otherwise.

Section 3.7 Defaults and Remedies.

(a) Default. Each of the following shall constitute an event of default: (1) Failure by RFPDG or the City to negotiate in good faith as provided in this Agreement; (2) RFPDG's breach of Section 3.3 (No Lis Pendens) (3) the City or RFPDG's breach of Section 3.6 (No Commissions); (3) RFPDG's breach of Section 3.4 (Right of Entry / Restoration); and (4) the City's breach of Section 1.3 (Exclusive Negotiations). A non-defaulting party shall give written notice of an event of default to the defaulting party, specifying the nature of the default and the action required to cure the default. If a default remains uncured fifteen (15) days after receipt by the defaulting party of such notice, the non-defaulting party may exercise the remedies set forth in subsection (b).

(b) Remedies. In the event of an uncured default by the City other than under Section 3.6 (No Commission) or Section 1.3 (Exclusive Negotiations), RFPDG's sole remedy shall be to terminate this Agreement and following such termination, no party shall have any further right, remedy or obligation under this Agreement. In the event of an uncured default by the City under Section 3.6 (No Commission), RFPDG's sole remedy shall be to terminate this Agreement and following such termination no party shall have any further right, remedy or obligation under this agreement except the City's obligation contained in Section 3.6 (No Commissions) which shall survive termination. In the event of an uncured default by the City under Section 1.3 (Exclusive Negotiations), RFPDG's sole remedy shall be to seek injunctive relief to enforce the City's covenant expressed there and the prevailing party shall be entitled to recover reasonable attorney's fees, including appeal. The City acknowledges that RFPDG has no adequate remedy at law for a breach of Section 1.3 (Exclusive Negotiations) and further agrees that if RFPDG prevails, the trial court shall be authorized to extend the Negotiating Period, as justice may require, for a period not exceeding the pendency of the litigation, including appeal.

In the event of an uncured default by RFPDG other than under Section 3.6 (No Commission), Section 3.3 (No Lis Pendens) or Section 3.4 (Right of Entry/Restoration), the City's sole remedy shall be to terminate this Agreement and following such termination, no party shall have any further right, remedy or obligation under this Agreement. In the event of an uncured default by RFPDG under Section 3.6 (No Commission), Section 3.3 (No Lis Pendens) or Section 3.4 (Right of Entry/Restoration), the City's sole remedy shall be to terminate this Agreement and following such termination no party shall have any further right, remedy or obligation under this Agreement except RFPDG's obligation contained in Section 3.6 (No Commissions), Section 3.3 (No Lis Pendens) and Section 3.4 (Right of Entry/Restoration) which shall survive termination.

Except as expressly provided above, no party shall have any liability to any other party for damages or otherwise for any default, nor shall any party have any other claims with respect to

performance under this Agreement. Each party specifically waives and releases any such rights or claims it may otherwise have at law or in equity.

Section 3.8 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any dispute shall lie in the Circuit Court, 14th Judicial Circuit, in and for Bay County Florida.

Section 3.9 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matters of this Agreement and there are no other agreements, understanding or representations upon which any party is relying beyond those stated in this Agreement. This Agreement can be amended only in writing authorized and executed with the same formality as this Agreement.

Section 3.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

Section 3.11 Assignment. RFPDG may not transfer or assign this Agreement or any interest in it to any third party, including Coastal, without the prior written consent of the City, which consent shall be granted or withheld in the City's sole discretion, and any such attempted transfer or assignment without the prior written consent of City Commission shall be void *ab initio*.

Section 3.12 No Third Party Beneficiaries. This Agreement is made and entered into solely for the benefit of the City and RFPDG and no other person (including the members of RFPDG in their joint or several, individual capacities) shall have any interest in or right of action under or by reason of this Agreement or the circumstances leading up to the entry of this agreement.

Section 3.13 Actions By The City. Whenever this Agreement calls for or permits the approval, consent, authorization or waiver of the City, the approval, consent, authorization, or waiver of the City Manager coupled with an enforceability opinion of the City Attorney shall constitute the approval, consent, authorization or waiver of the City without further action of the City Commission.

IN WITNESS WHEREOF, this Agreement has been executed in counterparts by the Parties as of the date first above written.

RUSSELL-FIELDS PIER DEVELOPMENT GROUP, LLC, a Florida Limited Liability Company

ATTEST:

By: _____

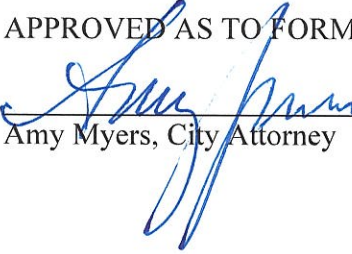
Date: _____

CITY OF PANAMA CITY BEACH, FLORIDA, a Florida Municipal Corporation

ATTEST:

By:  Date 2-11-22
Drew Whitman, City Manager


Lynne Fasone, City Clerk

APPROVED AS TO FORM

Amy Myers, City Attorney

Joined by COASTAL PARASAIL, INC., for the limited purpose expressed in Section 1.5.

COASTAL PARASAIL, INC.

By: _____ Date _____
Adris Pender, President

**PCB22-01
Request for Statements of Qualification
And Conceptual Proposals to
Develop Beachfront Restaurant(s)
At The
Russell-Fields Pier Center Parcel**

1.0 Introduction, Overview, and Background

Panama City Beach, Florida is one of the state's fastest growing areas. Located along the Gulf of Mexico in Florida's Great Northwest, Panama City Beach is experiencing unprecedented growth. With a population of approximately 18,094 permanent residents and an estimated 4.5 million visiting the area annually, the City of Panama City Beach (the "City") desires to enhance the experiences for its residents as well as their visitors by enlarging and expanding the restaurant offerings at the Russell-Fields Pier across the street from Pier Park.

The City owns and operates the Russell-Fields Pier in the Gulf of Mexico (the "Pier") across Front Beach Road from Pier Park. In addition, the City owns approximately 1,400 feet of highway frontage between Front Beach Road in front of Pier Park and the Gulf of Mexico. Those 1,400 feet of highway frontage are divided into three parcels:

- West Parcel (Bay County Parcel ID# 33751-060-000)
- Gross Center Parcel (Bay County Parcel ID# 33753-000-000)
- East Parcel (Bay County Parcel ID# 33751-070-000)

The West and East Parcels combined constitute 950 feet of the overall beach frontage. The West Parcel and the East Parcel (950 feet of frontage) are not included in this Request for Proposals. Both of those parcels have been restricted in perpetuity for public beach pedestrian access and traditional, customary, non-commercial public recreational use. (Deed, Bay County Official Records Book 2194 at page 1151 et seq.)

The Gross Center Parcel contains 450 feet of the overall beach frontage and is approximately 200 feet deep. The Pier is located in the center of the Gross Center Parcels. The parcel offered for lease and development in this RFP is that portion of the Gross Center Parcel lying landward of the current Bay County

F.D.E.P. Coastal Set-Back Line (herein simply the "Center Parcel"). The landward portion of the Pier, the Gross Center Parcel and the Center Parcel are designated on the enclosed general location map. Respondents are responsible for determining the exact location of the Coastal Set-Back line and the boundaries of the Center Parcel. The Center Parcel is depicted on the site plan with approximate dimensions attached hereto as "Exhibit A."

The Center Parcel is zoned CH (Commercial – High Intensity) and lies within the FBO-1 Overlay District (35' height limitation; allowable uses: Restaurants, Retail, and Similar Uses) and may be developed and used for commercial purposes. The beachfront parcels on either side of the Center Parcel are restricted to recreational uses by deed and also by agreements with the State of Florida. The Center Parcel is currently developed as a small restaurant, retail shop, public restroom facility, and a concession deck, all of which are owned by the City. The City has leased the restaurant and retail shop to a private party. That lease expired in September 2020 and continues month to month. The Pier Park Community Development District, a special purpose unit of local government (the "CDD"), is currently responsible for maintenance of all the improvements currently on the Center Parcel. The City is currently responsible for the maintenance of the foundation of the concession deck and improvements.

2.0 Offering

The City is offering a unique opportunity to experienced restaurateurs to develop one or more premier food and beverage establishments on the Center Parcel to be enjoyed by both local citizens and visitors to Bay County. The Center Parcel enjoys spectacular, unrestricted views of the sandy beach, the Pier, and the Gulf of Mexico. It is located across the street from one of the region's largest and most popular shopping, dining and entertainment venues, Pier Park, and it has large pedestrian and traffic counts. The Center Parcel will be made available for this purpose by a long-term ground lease to the firm or individual who will be selected based on their qualifications, development concept, financial strength, operational experience, offer, and presentation to the City.

The intent of the entire selection process is to grant the selected developer exclusive development rights for a terminable period of up to one year, subject to the terms of a developer's agreement which will document the developer's concept, timeframe and assurances that the developer's plan will be completed.

2.0 Limitations and Requirements

2.1 Limitations

1. The City intends to limit the use of the development to one or more premier restaurants with only incidental or dependent offerings of alcoholic beverages and light entertainment.
2. The City is willing to consider removal of the existing vertical improvements, but not the concession deck structure. The City's intent or preference is for the deck foundation to remain part of the foundation of the new development.
3. The City does not intend to extend the leased property beyond the current Bay County F.D.E.P. Coastal Set-Back Line and does not intend to include any rights or appurtenances on the sandy beach seaward of that line or on either side of the Central Parcel.
4. The City would prefer that the structure(s) not exceed two stories in height above the concession deck but will consider a third story or observation / service deck which does not materially increase obstruction of view from upland medium rise development. Maximum height is 35 feet.
5. Only limited retail sales of personal property occurring inside the restaurant(s) will be permitted. No offering or sale of services or real property will be allowed.
6. The City has entered an exclusive pouring agreement for Pepsi products covering the property to be leased, including certain vending rights. Copies are available upon request.
7. The City may reserve the right to control vending machines, binocular or telescope machines, and other pay-to-use devices on the premises.
8. Respondents are advised that the City intends to limit the horizontal coverage or footprint of vertical improvements on the existing or any extended concession deck structure to a density similar to the existing

improvements. The purpose of this limitation is to preserve the current open-air feel and gulf-view attractiveness of the site.

9. If exclusive negotiations with a respondent are terminated by either party for any or no reason, neither party will be responsible for any costs incurred by the other.

2.2 Requirements

1. The City intends that the restaurant(s) be open year- round.
2. The lease will be "triple-net" to the City.
3. Ground rent will be computed on a combination of a base rent and a percentage of *gross* income. The City may consider banding the rent formula based upon (i) franchise or operator, (ii) time from opening and (iii) volume throughout the term.
4. Negotiation of the rent, term, and renewal options will take into consideration current and projected pedestrian and vehicular traffic at the site.
5. Within the height and density limitations above, the City desires as attractive, intense, and profitable development as possible.
6. All capital and working capital, including design, permitting, demolition and removal, construction, promotion, and start-up costs, shall be paid by the developer. Given the unique nature and value of the site, the City does not intend to make any financial contribution or waive or reduce any applicable fees. All improvements added to the site will become the property of the City at the termination of the lease.
7. Transfers of the developer's interest in the lease will be restricted to protect the consistency and quality of the lessee's operations.
8. The development must be consistent with and support the Pier Park Community Redevelopment Plan.

9. In addition to restrooms required by code(s) to serve the contemplated restaurant(s), the development must also continue to provide public restrooms with exterior access to serve persons using the Pier, the West Parcel, the East Parcel, and those portions of the Center Parcel not included in the restaurant(s) for example the sandy beach of the Center Parcel (the "Public Restrooms"). These Public Restrooms will be in addition to the restrooms required by code(s) or as may be additionally desired by the respondent to serve the restaurant(s). The number of women's restrooms will be greater than the number of men's restrooms and both numbers will substantially exceed the number currently available, the exact numbers to be determined based upon historical and projected usage. A minimum of one family restroom with an ADA toilet and a baby changing station will be included in the Public Restrooms.
10. The developer's proposal must either (i) allow the current Bait and Tackle Shop to remain in existence and operation by the City or its lessee or (ii) include a replacement, "white-wall" shell containing approximately 1,100 square feet of retail space to be built-out and leased by the City or by the developer. In both cases pedestrian access to the Bait and Tackle shop from Front Beach Road and the Pier must be functionally equivalent.
11. Similarly, the developer's proposal must either (i) allow the current Pier Access Control Station to remain in existence and operation by the City or (ii) include a replacement facility, built-out, equipped, and functionally equivalent to the current facility for the City's use.
12. Respondents are advised that that redevelopment of the Center Parcel must not merely accommodate but must enhance 24/7/365 access to and use of the Pier by sightseers and persons fishing.
13. Respondents shall be responsible for their own economic feasibility studies.
14. All agreements between a selected developer and the City will be entered by the City in its proprietary capacity and no provision or impression to the contrary shall waive or affect the lawful exercise of the City's police power, in particular its regulatory authority, with respect to the developer or the project.

3.0 Process for Respondents and Evaluation Criteria

The City is seeking qualifications and proposals from firms and/or individuals interested in developing all or a portion of the Center Parcel subject to the limitations and requirements above stated. The City here solicits specific information from interested firms and individuals that would allow the City to evaluate respondents' qualifications, commitment, and concept for the project.

Inquiries, suggestions, requests for clarification, or solicitation of additional information may be submitted in writing via email to Purchasing@pcbfl.gov. If a proposer initiates communication of any form regarding this solicitation, that act may be grounds for disqualifying the proposer from consideration for the SOQ/RFP.

ALL REQUESTS MUST BE RECEIVED BY 4:00 PM CDT ON OCTOBER 1, 2021, TO BE GIVEN ANY CONSIDERATION.

A MANDATORY RESPONDENTS' CONFERENCE WILL BE HELD ON **SEPTEMBER 17, 2021, AT 2:00 P.M.** CDT in CITY COUNCIL CHAMBERS, 17007 Panama City Beach Parkway, Panama City Beach, Florida, TO CONSIDER RESPONSES TO QUESTIONS FROM INTERESTED PARTIES REGARDING THE CITY'S DESIRES FOR THE PROJECT. **FIRMS OR INDIVIDUALS NOT ATTENDING THE CONFERENCE WILL NOT BE CONSIDERED.** FOLLOWING THE CONFERENCE, THE CITY MAY, BUT SHALL NOT BE REQUIRED, TO ISSUE A WRITTEN ADDENDUM TO THIS REQUEST. RESPONDENTS MAY ONLY RELY UPON THE CITY'S WRITTEN ADDENDUM, IF ANY, AND NOT UPON ANY STATEMENT MADE DURING THE CONFERENCE BY ANYONE ASSOCIATED WITH THE CITY.

Paper Statements of Qualification (SOQ) and Conceptual Proposals (RFP) by qualified Firms or individuals shall be submitted in a sealed envelope or box, plainly marked with respondent's name, address, date, time of SOQ/RFP deadline and clearly marked as **PCB22-01 Statement of Qualifications (SOQ) and Concept Proposals (RFP) to Develop Beachfront Restaurants at the Russell-Fields Pier Center Parcel** to City Hall located at 17007 Panama City Beach Parkway, Panama City Beach, FL 32413 by 4 p.m. (CST) October 8, 2021.

Electronic Bids are permissible and will only be accepted when submitted through the DemandStar's bid portal at DemandStar.com. Emailed submissions will not be accepted.

Statements of Qualification and Conceptual Proposals will be reviewed by City staff for completeness and a recommended shortlist of qualified developers will be presented to the City Council by the City Manager for acceptance or change. Presentations to the Council may be requested.

The City Council will rank the top three or less respondents and the City will enter a terminable, exclusive negotiating agreement with the highest ranked individual or firm.

Initial shortlisting and ultimate ranking will take into consideration, in no particular order or weight, Respondent's:

- Experience in developing and operating similar projects;
- Expansion experience and present capacity to expand;
- Brand strength and the alignment of respondent's brand with the City's goals;
- Alignment of development concept and operation style with City's goals;
- Financial strength;
- Commitment to the project, including the extent and nature (but not the results) of any economic feasibility studies undertaken by respondent in preparing its response;
- Other matters submitted.

3.1 Proposal Submittal Requirements

Each respondent shall submit the following information for review and consideration by the City. Proposals must:

1. Provide an overview of the development team including organizational structure and past development and operational experience.
2. Provide a statement of assurance and understanding of the City's intent in the respondent's own words and a statement attesting that the respondent has read and understands the limitations, requirements and process set forth in this Request for Proposals.
3. Be signed by a principal of the development and operational team that has the authority to bind the organization.

4. Provide information on the proposed development team including the roles each team member will have, their qualifications and capabilities.
5. Provide examples that demonstrate the development team's experience on previous public-private initiatives and in the implementation of the product type desired by the City.
6. Provide documentation establishing the legal ability of the respondent to develop and operate the project, proposer, together with credible evidence of the availability of funding and the capacity to complete and operate the development proposed.
7. Provide evidence of respondents' commitment to the project.
8. Describe the nature and extent of financial feasibility already undertaken by respondent as well as whatever studies respondent intends to make during exclusive negotiations with the City (but not the results or findings).
9. Provide narrative descriptions, rough site plan, and simple elevations showing **only the mass, general form, location and spatial relationships** of vertical improvements to demonstrate the respondents vision for the site, including how the respondent proposes to create and maintain the Public Restrooms, continue a Pier Bait and Tackle Shop, continue a Pier Access Control Station, and continue pedestrian access to the Pier. Architectural styles, concepts, and details are to be avoided at this stage.

3.2 Number of Response Packages

- Paper response packages require one (1) original and ten (10) copies along with a CD or flash drive are to be delivered to the City Hall Office at the address below. Any sealed bid submitted on paper must identify and clearly mark the bid # **PCB22-01 SOQ and RFP to Develop Beachfront Restaurant(s) at the Russell-Fields Pier Center Parcel** on the package. Receipt of a bid by any Panama City Beach Office, Receptionist, or personnel other than the City Hall's front desk does not constitute "receipt" as required by this solicitation. The City Hall's time stamp shall be conclusive as to the timeliness of receipt.

- Electronic Bids require one (1) original and will **only** be accepted when submitted through the DemandStar’s bid portal. Emailed submissions will not be accepted.

3.3 Anticipated Schedule

The City has established the following schedule for evaluating development teams and proposals for the Center Parcel site. It is imperative that each respondent understands the importance of adhering to this published schedule. Respondents shall assume full responsibility for the timely attendance at mandatory conference and timely delivery of their submittals. The City does reserve the right to amend, eliminate, and add to the milestone tasks and dates.

| | <u>Date</u> |
|--|--------------|
| Publish Notice of this SOQ/RFP | September 7 |
| Cut-off for Requests or Questions | October 1 |
| Mandatory Respondents’ Conference | September 17 |
| Proposals Due | October 8 |
| City optional interview(s) of individual respondents | October 14 |
| City Council Approve shortlist | October 14 |
| Council Presentations by shortlisted respondents | October 28 |
| Final ranking announcement | October 28 |
| Entry of Exclusive Negotiating Agreement | November 1 |
| Negotiations with #1 ranked respondent begin | November 1 |
| Project Description Negotiated | January 15 |
| Project Finances Negotiated | February 15 |

It is intended that negotiation will be completed and an agreement executed within 4-6 months from initiation of process.

If at any time in the City's unfettered judgement an acceptable exclusive negotiating agreement or development agreement or project is not likely to be agreed, the City may, but shall not be obligated to, move down the list in the order of ranking in an attempt to negotiate an acceptable agreement and project with another respondent. Alternatively, the City may reject all remaining qualifications and proposals and issue a new invitation.

4.0 Terms

There will be no communication during the SOQ/RFP process with the City or the City's representatives, other than as provided in the Mandatory Respondents' Conference and this section 4.0 and such communication will be exclusively for clarification regarding procedures or development intent. Violation may result in disqualification if not curable by disclosure.

It is necessary for responding developments to comply fully with the general terms and conditions set out in this document if they are to be considered.

The City reserves the right to accept or reject all qualifications and proposals or parts of qualifications and proposals and to waive any irregularity, omission or error. The City specifically reserves the right to negotiate modifications, corrections, revisions or alternations to any and all qualifications and proposals or to reject all qualifications and proposals in the City's sole and absolute discretion.

The City shall not be responsible to any respondent for any costs incurred, benefits or expectations lost, or any other claim of loss or damages suffered in responding to this request or in negotiating with the City regardless of the basis for such claim.

5.0 Contact Person Regarding Inquiries of this RFP

Inquiries concerning this SOQ/RFP, whether technical or general in nature, must be addressed in writing before the deadline provided herein to the City's designated contact person who is:

Tina Kunst
Purchasing Manager
City of Panama City Beach, Florida
17007 Panama City Beach Parkway

Panama City Beach, Florida 32413
850.233.5100 (ext. 2332)

Contact with any other City officials or employee other than the Purchasing Manager for questions regarding this bid or the meaning and interpretation of this bid or these specifications shall be grounds for disqualification. Questions will be answered by a formal written addendum and posted on the City's website at <https://www.pcbfl.gov/about-us/rfp-posts-list> and on DemandStar at www.demandstar.com. Only questions answered by formal written addenda will be binding. Respondent is responsible for verifying questions were received by the Purchasing Manager. It is the sole responsibility of the Bidder to determine if an addendum(s) has been issued.

Attachment: Location Map of "Center Parcel" and "Pier"

End.



EMBASSY SUITES
252 ROOMS

CENTER PARCEL

97.26'

103.46'

456.51'

BAY COUNTY F.D.E.P. COASTAL
SETBACK LINE OF 1975

Exhibit B

PCB22-01

**Statement of Qualification and
Conceptual Proposal to
Develop Beachfront
Restaurant(s) At The
Russell-Fields Pier Center Parcel**

PANAMA CITY BEACH PIER
PARK

Pender Development Group

1) *Provide an overview of the development team including organizational structure and past development and operational experience.*

The Pender Development Group (“Pender”) includes: Adris Pender, Will Lark, Cooper Harrison, Joe Winkeler, Mark Burnham and William Harrison.

Pender is the current tenant of the Pier Park beach concession area operations and has managed that area under lease with Panama City Beach since July 23, 2010. Pender owns Coastal Parasail, Inc. and Adventures at Sea, Inc., among other entities, and has over 30 years’ experience in providing beach services, concessions, food services, and guest services on Panama City Beach. Additionally, Pender and Lark continue to provide bar and grill services through A&W of PCB, LLC. to hotel and condominium guests across Panama City Beach and have done so since 2017. Pender has operational responsibilities along nearly 18 miles of beachfront for many guest services offered and rendered to millions of visitors and residents each year. Pender will be a shareholder and principal in charge of general management.

Lark is the owner and operator of Shipwreck Island Water Park, a family operated entertainment and recreation attraction, which has been a staple for tourist activities since 1963. Lark attracts, entertains and provides food and beverage services to hundreds of thousands of visitors to Shipwreck Island each season. Lark manages hundreds of employees each year on Panama City Beach. Lark will be a shareholder and principal in charge of general management.

Cooper Harrison is the former owner of Propolis, LLC. and has experience in managing tourist activities, guest services and business operations. Additionally, Cooper Harrison’s experience with local governments, constitutional officers and State of Florida officials will enable Pender to effectively form cooperative relationships with other public and many private interests across Florida in order to maximize the recreational opportunities on the waterfront and shoreline adjacent to the project. Cooper Harrison will be a shareholder and principal in charge of guest services, organized travel sporting events.

Joe Winkeler has 25 years of experience in the real estate development industry, building and executing in excess of \$600 million of commercial, industrial and residential projects primarily in the Southeast and Midwestern United States. He currently is the owner representative and project manager for Suzuki Marine USA’s new Suzuki Marine Technical Center in Panama City, FL. He is also the managing member for three large-scale developments currently underway in Northwest Florida that combined will exceed \$300 million in construction. Joe lives in Okaloosa County, Florida and has offices in Panama City, Crestview, Tallahassee and Naples, Florida. Winkeler will be a shareholder and principal in charge of service operations.

Burnham is an operations manager for food, beverage and guest services for A&W of PCB, LLC. Burnham will be a food service and beverage manager. Burnham’s extensive service industry experience in our market will enable him to effectively continue to manage Panama City Beach’s guests and residents following food safety standards in compliance with alcohol and beverage license requirements and pursuant to Panama City Beach’s Code of Ordinances.

William Harrison has been in business in Panama City since 1988 with extensive experience in project development, business management, and strategic business planning. William Harrison has been integral in business strategic planning and success in Panama City Beach, Bay County and across Florida. He has crafted foundational documents and structures which have led to thriving public-private initiatives totaling hundreds of millions of dollars. William Harrison will be a shareholder and principal in charge of strategic planning.

- 2) *Provide a statement of assurance and understanding of the City's intent in the respondent's own words and a statement attesting that the respondent has read and understands the limitations, requirements and process set forth in this Request for Proposals.*

The development team is well aware and experienced in the scope, depth and possibilities associated with the City's proposed uses and activities in this space. Team members have been involved in the conception, creation, permitting and entitlements of Pier Park from before its infancy. The team has worked in the tourism attraction, service and management industry in and around Pier Park for decades and will continue doing so in to the future. The team has strategically navigated many varied food, beverage, entertainment and recreation businesses identical and similar to what is envisioned and proposed here through economic fluctuations, hurricanes, tropical storms, the Deepwater-Horizon Oil Spill, and changes in consumer trends, to name a few.

In addition to reading and researching the proposed development advertised by the City, the development team has long-term experience with coastal development, coastal activities, food and beverage service options, coastal construction control line uses and restrictions, activities in and around Gulf coastal dunes, pedestrian safety, Panama City Beach ordinance and State of Florida tax revenue and reporting requirements, the interest of Panama City Beach in complementing the current and potential use improvements in and adjacent to Pier Park, pivoting the current space to uses and activities that maximize guest experiences while increasing tax and lease revenues for Panama City Beach and successfully executing the responsibilities of this unique space in providing an iconic image and unforgettable experiences for tourists to and permanent residents of Panama City Beach.

Pender attests as evidenced by the signature below that we have read and understand the limitations, requirements and process set forth in this Request for Proposals.

- 3) *Be signed by a principal of the development and operational team that has the authority to bind the organization. See below.*
- 4) *Provide information on the proposed development team including the roles each team member will have, their qualifications and capabilities.*
See answers to Question 1 above.
- 5) *Provide examples that demonstrate the development team's experience on previous public-private initiatives and in the implementation of the product type desired by the City.*

Pender team members have decades of experience with public-private initiatives in Bay and surrounding counties. Relative to initiatives similar to the proposed Pier project, Pender team members have successfully endeavored in the following projects:

- a. Hook'd Bar and Grill, Half-Hitch Tackle, various kiosk vendors and bathroom facilities on Russell Fields Pier since 2012
- b. Panama City Beach and Bay County beaches trash service and grooming since 2000 as well as beach grooming in Gulf County
- c. Panama City Beach Turtle Watch for tracks, nests and hatches
- d. Frank Brown Park concession services and operations
- e. Okaloosa Island Pier and property lease operations through 2039

Additionally, Pender team members have public-private initiative experience in other service sectors including the following representative projects:

- f. Panama City Industrial Complex shipbuilding, bulkhead, basin and shipyard improvements with the Florida Legislature, Florida Department of Transportation, City of Panama City, Bay County, Eastern Shipbuilding Group, Inc. and Triumph Gulf Coast, Inc.
- g. Gulf County Shipyard and Drydock construction project with Gulf County, the Florida Legislature, Triumph Gulf Coast, Inc. and Eastern Shipbuilding Group, Inc.
- h. Panama City-Bay County Airport and Industrial District along with Bay County, the Florida Legislature, United States Congress, the St Joe Company and Southwest Airlines
- i. The St Joe Company, Panama City Beach, Florida Internal Improvement Trust Fund trustees concerning the creation of Pier Park

These many various projects have required the successful navigation of projects from day dreams, to conceptual plans, through public and private charettes, marrying project goals with environmental and applicable laws, regulations and ordinances while ensure financial predictability and feasibility. These many public-private projects include every size, shape and permutation of elements proposed by Pender for this Pier project.

- 6) *Provide documentation establishing the legal ability of the respondent to develop and operate the project, proposer, together with credible evidence of the availability of funding and the capacity to complete and operate the development proposed.*

Pender has immediately available cash on hand and long-term funds to timely perform all of its obligations for every phase of this proposal. The development team is willing and able to provide a letter of credit, bonding or other suitable evidence in favor of Panama City Beach upon award to Pender Development Group. Also, see Exhibit 1.

- 7) *Provide evidence of respondents' commitment to the project.*

Pender Development Group is committed to continuing to provide lease income to Panama City Beach without interruption as the project space transitions from its current condition, structures, uses and activities to those mutually agreed upon between Pender and Panama City Beach. Our commitment to stable, predictable and long-term income for Panama City Beach enables the City to incorporate this income in to its annual budget process and long-term planning. Pender proposes below for the City to participate with Pender in the

upside of the success of the intended improvements and activities. In order to reach its potential, the project component transitions and the related revenues to the City are outlined below:

- a. **Start-Up.** Prior to initiation of Phase 1, Pender shall pay annually to Panama City Beach Two-Hundred Twenty Thousand Dollars (\$220,000.00) in equal monthly installments of (\$18,834.00 per month) (“Base Rent”). In addition to Base Rent, as applicable, Pender will pay to Panama City Beach a percentage of all gross revenues collected annually above Two Million Twenty Hundred Thousand Dollars (“Participation Rent”). Participation Rent shall be preliminarily computed and paid monthly and finally computed and settled annually. The Participation Rent percentage does not include the City’s Business Tax Receipts. Pender is committed to a thirty-year lease term with two automatic renewals of ten years each.
 - b. **Phase 1.** Upon design completion, permitting and Panama City Beach’s approval, Pender will initiate Phase 1 improvements. Upon completion of Phase 1 improvements, Pender shall pay Panama City Beach Base Rent and Participation Rent of seven (7) percent on gross revenues in excess of Two Million Five Hundred Thousand Dollars (\$2,500,000.00). See Exhibit 2, attached.
 - c. **Phase 2.** Upon design completion, permitting and Panama City Beach’s approval, PPF will initiate Phase 2 improvements. Upon Pender’s completion of Phase 2 improvements, Pender shall pay Panama City Beach Base Rent and Participation Rent of seven (7) percent on gross revenues in excess of Two Million Five Hundred Thousand Dollars (\$2,500,000.00). See Exhibit 3, attached.
 - d. **Phase 3.** Upon design completion, permitting and Panama City Beach’s approval, Pender will initiate Phase 3 improvements. Upon Pender’s completion of Phase 3 improvements, Pender shall pay Panama City Beach Participation Rent of seven (7) percent on all gross revenues. See Exhibit 4, attached.
- 8) *Describe the nature and extent of financial feasibility already undertaken by respondent as well as whatever studies respondent intends to make during exclusive negotiations with the City (but not the results or findings).*

We produced forecasted financial performance based upon certain current and projected market conditions. While presented with numerical specificity, projected information of the type furnished above is based on estimates and assumptions from our engineer, architect, and other professional consultants. The forecasted financial projections indicated favorable performance by increasing cash flow. The forecasted projections are inherently subject to economic and competitive uncertainties and contingencies beyond our control, there can be no assurance that such estimates and assumptions will be accurate, and the actual results may be higher or lower than our current forecasted financials.

- 9) *Provide narrative descriptions, rough site plan, and simple elevations showing only the mass, general form, location and spatial relationships of vertical improvements to demonstrate the respondents vision for the site, including how the respondent proposes to create and maintain*

the Public Restrooms, continue a Pier Bait and Tackle Shop, continue a Pier Access Control Station, and continue pedestrian access to the Pier. Architectural styles, concepts, and details are to be avoided at this stage.

a. Start-up

i) Pender will continue to operate the existing facilities on the project throughout the various transitions of proposed improvements. The kiosks will be removed prior to 2022. Following their removal, repairs to the underlying deck will be completed immediately. Improvements to the garbage handling and disposal will be upgraded during the upcoming off-season. Scheduled building, beach access and site cleaning and maintenance of all the facilities, including the bathrooms, will continue throughout the off-season to service off-peak guests and in preparation for the 2022 season. Food will continue to be served at Hook'd Bar and Grill and other current services will continue resulting in predictable payments from Pender to the City. Throughout every transition and proposed improvement, public access to the beach and the pier will continue uninterrupted. Pender expects the City to continue its responsibilities to the space consistent to the working relationship between Pender and the City since 2012. Upon being awarded the project, Pender will remove the huts are currently in place and repair the foundation. Pender will update the existing structure where Hook'd is located as well as the south-facing deck. The following descriptions and graphics reflect the planning level concepts Pender envisions and proposes for the City's consideration. These spatial relationships and renderings are a simple exercise in attempting to include in the limited spaces all of the features and uses expressed by the City in its public offering as well as the lessons learned by Pender in managing the spaces. These spatial relationship exercises expressed below are subject to architectural refinement, building code compliance, applicable legal compliance, Americans with Disabilities Act features and collaboration with the City on optimal features.

ii) **Phase 1** (See Exhibit 2, attached) Following detailed design, engineering analysis and architectural application, Pender will seek the City approval through the applicable



Panama City Beach Pier Park

October 8, 2021

Pender Development Group

development order review process. Pender proposes in this phase to install a synthetic turf floor area covered by a shade structure that is removable during high-wind storms. Food and other vendors will be contained along the north side of the shaded area. It is intended to create a family-friendly space that provide respite to and from the sandy beach for pedestrians along Front Beach Road and for those traversing along the coastline looking for a rest stop.

- iii) Contained vendor spaces will be exteriorly decorated with murals of iconic Panama City Beach imagery facing the Front Beach Road sidewalk. An east-facing stage will be constructed under a protected structure along with an oversized outdoor television. The area will be equipped with a state-of-the-art sound and lighting system which will create a relaxing and enjoyable ambiance from early morning until late night. Food offerings, programming and entertainment will correspond to times of day and seasons of the year.
- iv) The existing boardwalk is proposed to be extended on the west side of the parcel to accommodate a dog washing area directly north of the existing dog beach. Pet and pet owner amenities will be included in this space to enable outdoor play for coupled up pups who would like activities and lively interaction.
- v) The sidewalk will be widened to accommodate new landscaping and bench seating and the Front Beach Road crosswalks will be restriped to highlight to vehicular traffic and pedestrians that there's safe passage to the Pier.



b. **Phase 2** (See Exhibit 3, attached)

- i) Construction of a fenced-in dog park on the west end of the parcel adjacent to the dog washing station will accommodate both large and small dogs. Multi-typed improvements will provide entertainment and exercise for many dogs simultaneously.



- ii) Expansion of the south-facing deck toward the water behind the existing Hook'd Bar and Grill will accommodate more guests for more hours of each day and night. Improvement of the current boardwalk down to the beach by the public restroom facility will ease access and welcome beach visitors to the amenities and offerings of the new improvements.



- iii) Optional: In order to somewhat address the limited parking spaces at the Pier, Pender proposes the implementation of a trolley interior to Pier Park to circulate in the immediate area of the Pier as reflected below. Alternatively, the existing trolley system may be altered to alleviate the challenges of alternative transportation to the Pier.



- iv) **Phase 3** (See Exhibit 4, attached) Removal and replacement of current structures that contain the public restroom, Hook'd Bar and Grill, and Half Hitch Tackle Shop. Pender proposes to construct a new restaurant with roof-top deck and sandbox lounge on the east side of the parcel along with expanded restroom facilities to accommodate more guests. The solid waste handling process will be altered to eliminate the negative consequences of waste disposal.



- v) Upgrades to the dog park will be added including tunnels and water features which should also allow for the presence of more pups on the premises.



- vi) The Pier entrance over the Gulf will be relocated slightly to accommodate improved views of the Pier from Front Beach Road and Pier Park as pedestrians and motorists look seaward. The relocations will include movement of both the ticket booth and the tackle shop. A boardwalk will be added to connect guests to the dog-washing area so they can avoid interaction with seated patrons enjoying their food and drinks.
- vii) Construction of a children's splash pad between the pier and restaurant that will be surrounded by seating to accommodate families.



We look forward to the continuing selection, negotiation and implementation process in bringing our collective, collaborative ideas to reality.

Pender Development Group

William G. Harrison, Jr.
For Pender Development Group
An Entity to be Formed

Exhibit 1



FIRST STATE BANK OF COLQUITT

A DIVISION OF FIRST STATE BANK OF FLORIDA

P.O. Box 126, COLQUITT, GEORGIA 39837 • TELEPHONE (229) 758-2340 • FAX (229) 758-5419

October 8, 2021

City of Panama City Beach, Florida
17007 Panama City Beach Parkway
Panama City Beach, FL 32413

To Whom It May Concern:

At the request of our customer, Mr. Adris Pender, the following information is being furnished.

Mr. Pender has been a customer of First State Bank for over 20 years both on the deposit and loan side. He has an approved letter of credit limit of Five Million Dollars (\$5,000,000.00). All loans have been serviced as agreed and in most cases ahead of schedule. Mr. Pender and his company are valued clients of First State Bank and therefore we take pride in our commitment in assisting Mr. Pender and his company in reaching its goals and potentials.

Our reports indicate that Mr. Pender is not only highly respected in and around Bay and Jackson Counties for his business achievements but also for his involvement in civic and charitable events as well his family. We at First State Bank hold the highest regard for Mr. Pender and plan to continue being a part of his future.

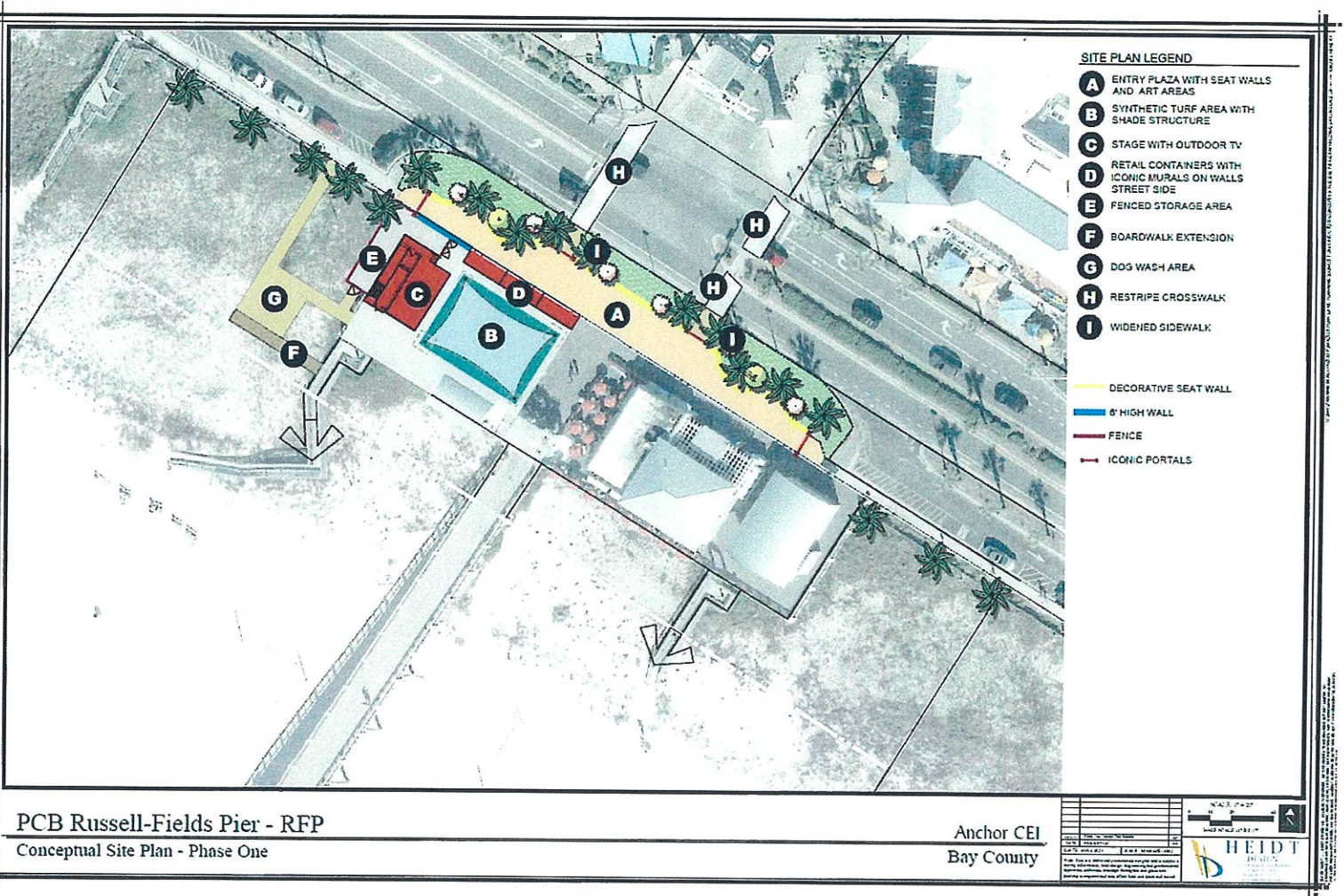
In the event Panama City Beach and Mr. Pender's newly created entity should be engaged in a lease to improve the Panama City Beach Pier improvements and activities, First State Bank will join its commitment with Panama City Beach in funding a re-imagined fresh start for the beautiful pier.

Please don't hesitate to contact me if there are any questions concerning our support of Mr. Pender's new entity, their financial strength or our long history with him and his partners.

Sincerely,

Donald Brooks
President

Exhibit 2
Phase 1



- SITE PLAN LEGEND**
- A** ENTRY PLAZA WITH SEAT WALLS AND ART AREAS
 - B** SYNTHETIC TURF AREA WITH SHADE STRUCTURE
 - C** STAGE WITH OUTDOOR TV
 - D** RETAIL CONTAINERS WITH ICONIC MURALS ON WALLS STREET SIDE
 - E** FENCED STORAGE AREA
 - F** BOARDWALK EXTENSION
 - G** DOG WASH AREA
 - H** RESTRIPE CROSSWALK
 - I** WIDENED SIDEWALK
- DECORATIVE SEAT WALL
 - 6' HIGH WALL
 - FENCE
 - ICONIC PORTALS

PCB Russell-Fields Pier - RFP
Conceptual Site Plan - Phase One

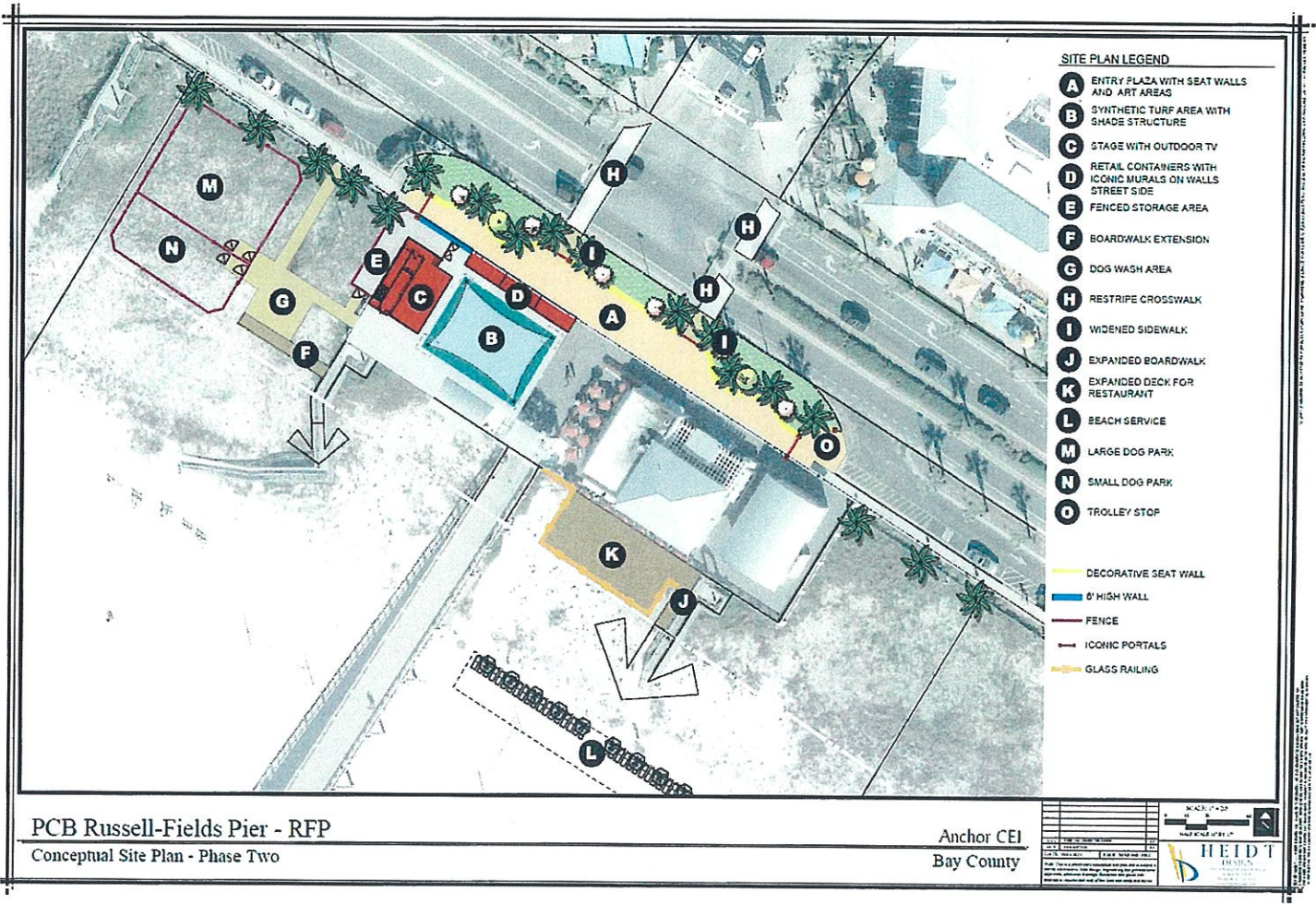
Anchor CEI
Bay County

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|------|-------------|
| DATE | DESCRIPTION |
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SCALE: 1" = 20'

HEIDT DESIGN

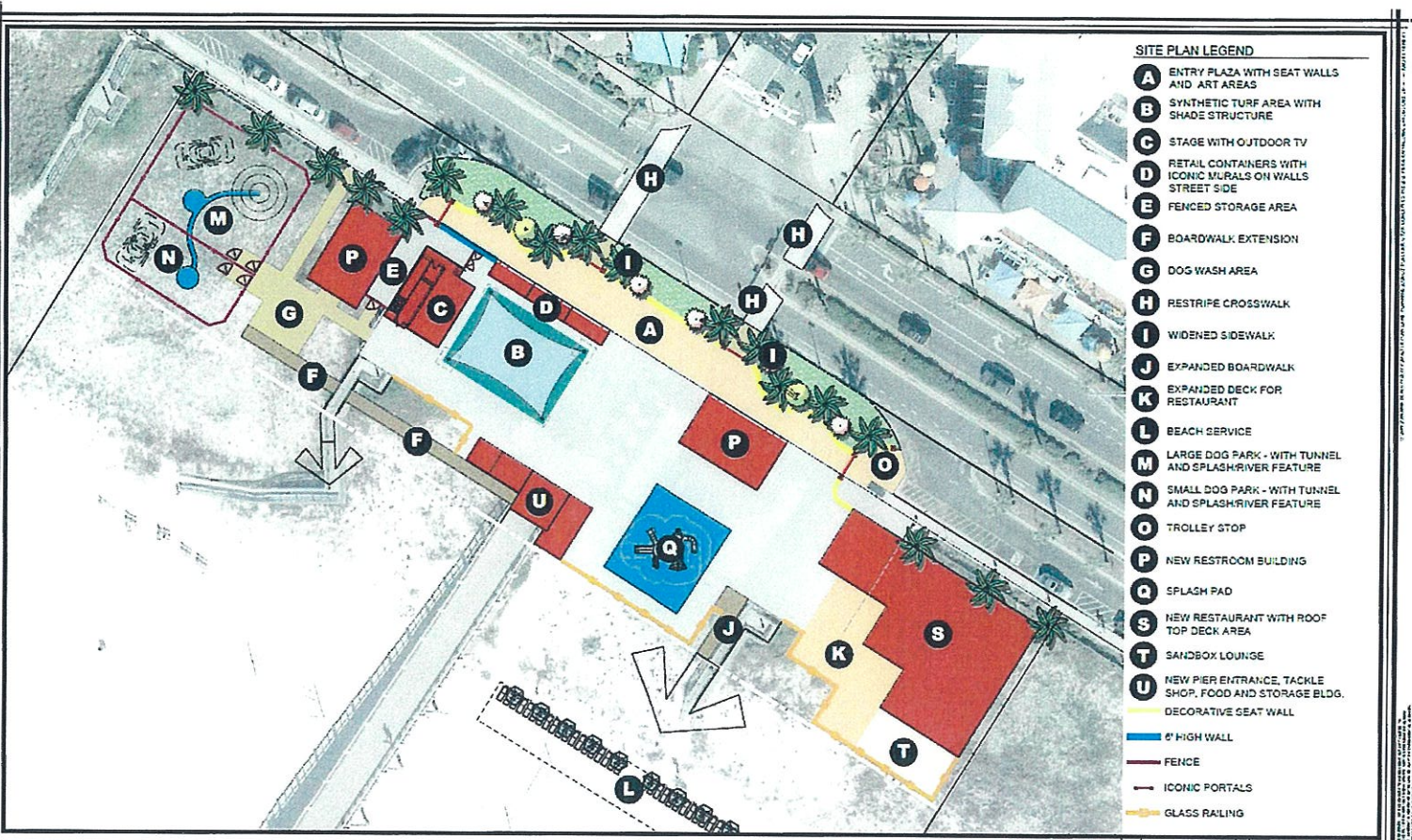
Exhibit 3
Phase 2



PCB Russell-Fields Pier - RFP
Conceptual Site Plan - Phase Two

Anchor CEI
Bay County

Exhibit 4
Phase 3



PCB Russell-Fields Pier - RFP
Conceptual Site Plan - Phase Three

Anchor CEI
Bay County

| | |
|--|-----------------|
| DATE: 10/8/2021 | SCALE: 1" = 20' |
| PROJECT: PCB Russell-Fields Pier - RFP | DATE: 10/8/2021 |
| DESIGNER: HEIDT | DATE: 10/8/2021 |
| <p>HEIDT INC.</p> | |