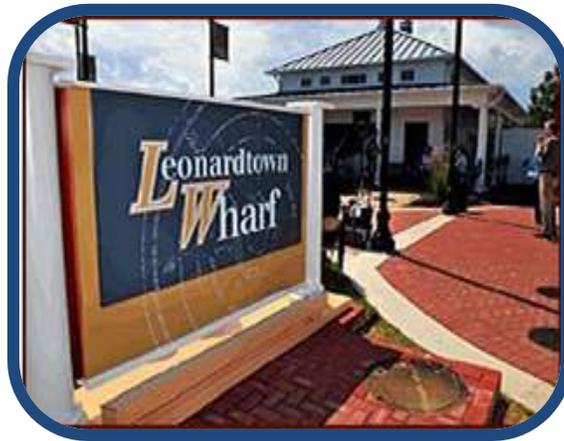




TOWN OF LEONARDTOWN

Request for Proposals for a Restaurant at the Leonardtown Wharf



Pre-Submission Meeting and Tour of Wharf – June 19, 2013 at 10:00 a.m.

**Meet at the Town Office:
41660 Courthouse Drive
Leonardtown, MD 20650**

**Submission Due Date:
July 30, 2013**

**Town of Leonardtown
PO Box 1
Leonardtown, MD 20650**

**Contact Person: Laschelle McKay, Town Administrator
Phone: 301-475-9791
Fax: 301-475-5350**

Request for Proposals for a Restaurant at the Leonardtown Wharf

Introduction

The Commissioners of Leonardtown (“Town”) seek to enter into a public-private partnership and are soliciting proposals from qualified respondents for the development, construction, management and operation of a high-quality waterfront restaurant to be located at the Leonardtown Wharf at 22500 Washington Street in Leonardtown, MD.

Interested parties, having the demonstrated ability to finance, design, construct, and operate a full service restaurant on the site are encouraged to reply to this Request for Proposal (“RFP”). The Town’s goal is to negotiate with the selected candidate either — a lease and related documents for the development and lease of the Restaurant, or the possible subdivision of the wharf property and subsequent sale of the restaurant site (either option to be decided during negotiations).

The Town intends to select a Respondent that has demonstrated success in creating an establishment that will provide the surrounding neighborhood and businesses with an upscale, but affordable, high quality casual dining choice, preferably seafood and water oriented, with an outdoor dining component.

The Town will conduct the selection process and is the sole and final decision-maker regarding this selection. It reserves the right to reject any or all proposals or to terminate development or lease negotiations at any time.

Submissions in response to this RFP are due by Tuesday, July 30, 2013 at 3:00 p.m., Eastern Standard Time.

Questions

Any questions from potential Respondents regarding this RFP should be submitted in writing to: Laschelle McKay, Town Administrator, P.O. Box 1, Leonardtown, MD 20650 or by email to Laschelle.mckay@verizon.net. Such written questions will be distributed to all known respondents who obtained a RFP packet. Only questions answered in writing will be binding. Oral inquiries will not be accepted, except at the pre-submittal meeting.

Pre-Submission Meeting and Tour

A pre-submission meeting and tour will be held on June 19, 2013 at 10.00 a.m. at the Town Offices, 41660 Courthouse Drive, Leonardtown, MD. A review of the overall plans for the Wharf and a tour of the Wharf property will follow. Prospective respondents are encouraged to attend this meeting. Please contact Cindy Williams at 301-475-9791 if directions to the office are needed. Questions from potential respondents may be addressed to Town staff at this conference. Questions may be answered orally at the conference, or in writing afterward. Written responses will be sent to all potential respondents who registered at the Pre-submittal Conference or who received the RFP.

Background/History of the Wharf Area

The Town of Leonardtown, which celebrated its 300th birthday in 2008, is located at the headwaters of Breton Bay on the western coast of the southern Maryland peninsula and was originally established in the mid 1650's, making it one of Maryland's oldest towns. The town served for many years as the center of commerce and social activity for Southern Maryland. For much of Leonardtown's history the wharf area at the bottom of the hill on Washington Street was a lifeline to the outside world, receiving boats and steamships full of supplies before roads were commonplace.

Steamboats carried goods and passengers all over the Chesapeake Bay area and the James Adams Floating Theatre, a showboat company, docked each year at the port, providing entertainment and band concerts to sellout crowds of local citizens every summer from 1915 to 1940. The theatre held an audience of 850 patrons on two levels and had a cast of 24 to 30 actors and musicians who performed six different productions during their stay in Leonardtown. Edna Ferber's classic novel *Showboat* was based on this theatre.

In the 1880's, the steamships *Sue*, *Dorchester* and *Wakefield* served Leonardtown. In 1885, the Leonardtown Joint Stock and Transportation Company of St. Mary's County managed the Leonardtown Wharf. This increased the tempo of activity at the wharf and spawned other adjacent development, including the construction of several homes near the wharf area and the St. Mary's Ice and Fuel Company. In 1925 a 40 horsepower electric power plant was installed at the foot of Wharf Hill and began providing electricity throughout the town. The ice plant offered a source of refrigeration to the town and an ice cream plant was also established there. In the ensuing years though, with the rise in popularity of other modes of transportation, activity at the Wharf began to decline.

In January 1948, Frank Combs built the Leonardtown Wharf and Bar and opened it as a popular destination for dinner and dancing. But a devastating fire destroyed the Wharf building in 1985 and by the late 1980's the Wharf property had fallen into disrepair; burnt piers posts and abandoned buildings were all that was left of the once thriving area.

Interest in redevelopment of the property in 2000 launched the collaboration between the St. Mary's County Commissioners and the Town of Leonardtown. In the fall of 2001, the Commissioners of Leonardtown pursued and received a \$104,000 Community Legacy grant to demolish the deteriorated buildings. Developer Ron Russo of RAR Associates entered into a partnership with the Town, and Phase I of the Leonardtown Landing Project, 26 townhouses built on a bluff overlooking Breton Bay, was completed in 2007.

Funding for the Leonardtown Wharf Waterfront Park came from numerous sources, including the Department of Natural Resources and the St. Mary's County Commissioners, and construction of the project was coordinated by the Town staff. A grand opening ceremony was held in May, 2008. The finished park, accessible by boat or car, consists of a brick promenade along the waterfront, with historical markers providing information on the Wharf and Leonardtown's past. A boardwalk through a wetland area with informational signs, a visitor's pavilion and concession stand with restrooms, a large observation deck inlaid with a compass rose, lawn and a picnic area are also available. There are also bulkheads for boats to tie up and parking is available for vehicles at the end of Washington Street. The Wharf also provides a

canoe/kayak landing and is the terminus of a 3-mile water trail along McIntosh Run that originates upstream at the Port of Leonardtown Public Park. The Compass Rose area is a popular venue for everything from weddings and prom pictures to sunrise yoga classes.

Today the Town of Leonardtown remains the only incorporated municipality in St. Mary's County, and its county seat. During the last decade the downtown area has experienced a renaissance, rebounding with new and varied shops, galleries and restaurants. It has a rich historical and cultural small town feel, with a strong community government and active citizen and business participation. Several large, upscale housing developments in Leonardtown have added considerably to the Town's population in the last 5 years. The Leonard's Grant Project is nearing completion, adding 335 new single family homes and the Clark's Rest Project is just beginning sales of 205 new single family and 130 new townhomes. The Town is pursuing several state designations; its Sustainable Community Designation, which will open up potential grant funding streams for various projects the Town would like to begin and its Arts and Entertainment District designation which will bring statewide marketing and tourists into the Town. The Leonardtown Business Association, founded in 2000, is an active participant in many Town events and strong advocate for the local business community; they work hard to ensure the success of all of the Town's local businesses.

Adjacent to the Wharf is a 400 acre, undeveloped, waterfront farm called Tudor Hall. This land will play a major role in the future growth of the Town. The Town hopes to one day expand its downtown area into Tudor Hall and has worked with a planner to develop a conceptual site plan for this area. A copy of this vision plan is included in the appendix (C) of this RFP. The Town would one day like to see a hotel/conference center, a mixed use commercial district, a waterfront amphitheatre/ outdoor performing arts venue and a boardwalk along the waterfront and walking trails leading to the preservation area in Tudor Hall.

Project Objectives

As part of the completion of Phase 3 of the Wharf Project, the Town desires an upscale, but affordable, high quality casual dining restaurant to be built on a portion of the Town owned remaining wharf property. The Town would prefer a water oriented dining venue, with decks for outdoor dining during nice weather and a second floor that could also seat diners or be used for private weddings, parties, conferences or other uses (a conceptual site plan has been included, see Appendix B, but the design of the building and parking layout will be addressed during negotiations). With the addition of this restaurant, the Town hopes to draw both tourists and locals to the downtown area and provide another water-oriented amenity and economic development to the area. A building footprint of approximately 5,000 square feet is envisioned. In addition to obtaining the highest level of service, experience and expertise available, the Town seeks to establish a strong, sound, and mutually beneficial relationship with a customer service oriented company.

In compliance with Town policies, Town staff wishes to solicit proposals from qualified restaurant operators for the design, construction and operation of this new restaurant building. Selection of a restaurant operator and approval of the required agreements will be subject to approval by the Town.

Project Approvals

A restaurant on the site is permissible under the Town's Comprehensive Plan and current zoning. However, the specific plans for the restaurant will require various permits and approvals. The Town will be available to help and will work with the selected Respondent, but the Respondent will be ultimately responsible for determining which permits and approvals will be required for the construction and operations proposed at the site and for obtaining such permits and approvals, including signage. All construction permits are obtained through the Town of Leonardtown Planning and Zoning Department. The following information is intended to help Respondents in this determination; it is not meant to be an exhaustive summary of all permits which may be required.

- MD Critical Area Commission – The CAC must approve the selected Respondent's construction plans, buffer plans and mitigation plans. The site is designated Intensely Developed Area (IDA) by the Maryland Critical Areas Commission. The project already has preliminary CAC approval and a buffer exemption was approved for the entire site on Oct. 13, 2003.
- MD Soil Conservation District – Reviews and approves erosion and sediment control plans for compliance with best management practices.
- State Fire Marshall – Review and approval of building plans to meet State code.
- St. Mary's County Health Department - Review and approval of building plans to meet State codes.
- Town of Leonardtown Reviews – Review and approval required from the following departments: Planning Department Review, Capital Project Coordinator Review, Water Utilities Supervisor Review, and Local Fire Department Review.
- Liquor, Food Service and Business Licenses - Respondents should investigate, and will be solely responsible for obtaining, a liquor license(s) from the St. Mary's County Alcohol Beverage Board and any other required licenses, including but not limited to those from the St. Mary's County Department of Public Health.

Zoning of the Wharf Property

The Wharf Property is zoned Commercial Marine (C-M). A copy of the Town's Zoning Code can be found online at www.leonardtown.somd.com under Town Government, then Leonardtown Municipal Code. Chapters 155-35 through 155-37 describe the Commercial Marine District code.

Respondents are encouraged to read the Town's Planning and Zoning Code requirements, specifically Chapters 155-24, 155-35, 155-39 and 155-40 to review the Town's approval process for properties with Commercial Marine zoning. Concept Plan approval must be obtained from the Mayor and Town Council, with recommendations from the Planning and Zoning Commission, after a public hearing. After detailing the engineering elements, final site plan

approval must also be obtained from the Mayor and Town Council, along with P & Z Commission recommendations. The process will be explained further at the pre-submittal meeting.

Census/Demographic Information for St. Mary's County and the Town of Leonardtown

Information regarding Leonardtown's population, age, housing, household types etc. can be found online at:

http://factfinder2.census.gov/faces/tableservices/jsf/pages/productview.xhtml?pid=DEC_10_DP_DPDP1

Information regarding St. Mary's County's population, age, housing, household types etc. can be found online at:

http://factfinder2.census.gov/faces/tableservices/jsf/pages/productview.xhtml?pid=DEC_10_DP_DPDP1

Information regarding St. Mary's County's education, income and employment, and an economic census of the area can be found at:

http://factfinder2.census.gov/faces/nav/jsf/pages/community_facts.xhtml

Letter of Intent

Once the Town selects a Respondent, that Respondent will negotiate a Letter of Intent ("LOI") with the Town. The LOI will outline the responsibilities of each party in furtherance of a public-private partnership and in the development process. The LOI is non-binding and does not confer any property or other rights upon either party.

Once the Town and the selected Respondent agree upon a concept plan, they will negotiate a general project development agreement that will address the following: whether the land will be sold or leased; phasing of development; timing and methodology of compensation; establishment of requisite easements; future responsibilities and contingencies.

Subsequent to the general project development agreement, the Town and the selected Respondent will negotiate a sales or lease agreement(s).

Selection Process

A complete response to the RFP is a prerequisite to further consideration. Respondents must deliver complete written submittals by the deadline indicated herein, accompanied by the signed transmittal letter with criteria listed, and the \$1,000.00 earnest money deposit (see page 11). All RFP's must be legible and any corrections/erasures must be initialed. The submittals will be reviewed and evaluated by an appointed committee of Town staff, the Mayor, independent consultants, residents or local business people. The committee may, at their discretion, contact references and industry sources, investigate previous projects and current commitments, interview some or all of the respondents and respondents' teams, and/or take any other information into account in their evaluation of the responses. The committee reserves the right to

request clarification or additional information from individual respondents and to request that some or all respondents make presentations to the committee.

Selection Criteria

The Respondent must have the demonstrated ability to deliver a restaurant which meets the Town's project objectives. The Town will use the following criteria in evaluating the responses to this RFP:

A. Experience and organization of the Respondent's team, based on clear lines of authority and assignment of responsibilities, demonstrated responsiveness and decisiveness, and overall qualifications and availability of key individuals of the Respondent's team, economic success of similar ventures, relationships with restaurant operators, ability to implement development quickly and effectively, and ability to work constructively with Town and community representatives.

B. Experience and reputation of the restaurant operator based on the operator's breadth of experience, partnerships in public/private or private ventures, quality and success of other restaurant ventures over time, uniqueness of other ventures, and ongoing management of restaurant operations.

C. Quality and uniqueness of the restaurant concept, based on the type and character of restaurant proposed, targeted clientele, type of menu and cuisine, appeal to a diversity of users, and compatibility with the neighborhood.

D. Experience and qualifications of design consultants (architect, engineer, landscape architect, interior designer, etc.), based on the quality and uniqueness of other restaurant design ventures, experience with restaurant operations, experience on projects with similar site characteristics, reputation for flexibility and responsiveness to public and community concerns, compatibility of designs with setting, especially with nearby historic resources and open spaces, success in integrating indoor and outdoor settings and public access, and experience with design review processes of the Town.

E. Financial capacity, pro-forma projections and business plan of the Respondent, based on ability to fund preliminary design and predevelopment costs and ability to raise and commit capital for construction, startup operations, and continuing operations and maintenance.

F. If leased the economic return to the Town, based on base rent and percentage rent proposed by Respondent.

G. Financial viability of the proposal, based on adequacy of projected revenues to support the investment, reasonableness of the cash flow analysis, and proposed capital investment for improvements.

H. Other factors as appropriate, including without limitation, community support and approvability of the project in accordance with required regulatory approvals.

Evaluation and Determination

The committee will evaluate the required submittals of each Respondent based on the selection criteria. Public presentations may be required. In addition, the committee may, at its sole discretion, independently investigate the qualifications of certain Respondents and/or conduct interviews with members of certain Respondents' team. The committee reserves the right to request clarification or additional information from a Respondent.

Exclusive Negotiations

After evaluation and determination of the most qualified Respondent(s), the Town will enter into exclusive negotiations with a single Respondent for a period not to exceed 120 days. During the period of exclusive negotiations, the following events are anticipated to occur:

- Completion of a purchase, or lease agreement and related documents for the lease, and development of the site in a final form approved by the Town's Attorney.
- The selected Respondent will complete its "due diligence" review of the site, finalize financial projections, and complete preliminary development plans including, but not limited to floor plans, elevations, and renderings for the site.

Approval of Transaction

Upon completion of any required environmental review and finalization of negotiations by the Town, the Town can, but is not required to approve a lease or purchase and any related documents.

Schedule

The schedule for selection is as follows:

Dates:

- | | |
|--|-----------------|
| • Issue RFP: | May 30, 2013 |
| • Pre-submittal/Site Tour for prospective Bidders: | June 19, 2013 |
| • Submittal Deadline: | July 30, 2013 |
| • Town Council Approval of respondent (est): | August 30, 2013 |
| • Town Council Approval of lease or purchase (est.): | Dec. 30, 2013 |

Submittal Requirements

Three (3) numbered sets of the information requested below shall be submitted to the Town. All responses and other communications from interested parties shall be open to inspection by the public upon request, immediately after a contract is awarded.

Submittal Format

Information provided must be submitted with the following format, identifying each item by letter and number. A cover containing the RFP title, the Respondents' name and the submission date, and tab dividers would be appreciated. Failure to provide any of the categories of

information requested below may result in the Town determining the proposal to be non-responsive.

A. Experience of Respondent's Team

- A.1 Identify the type of legal entity which would contract with the Town, including any and all joint venture/limited partners and percentage interests and capital/equity committed to the entity.
- A.2 Describe the intended role of each partner in the implementation of the development and the responsible entity in the organizational structure for various development activities and the ongoing property management.
- A.3 Describe the role and provide resumes describing the relevant experience and qualifications of the project manager and key members of Respondent's team, identified in A.2 above, who would implement this project. Give the name, telephone number and address for at least three (3) business references. The Town may, but is not obligated to, contact any or all of these references.
- A.4 Describe the key consultants and relevant experience, including but not limited to financial, marketing, engineering, and architectural/design consultants.
- A.5 Identify, describe, and provide photographs of no more than three (3) other similar ventures, including the financial and other types of participation of each member of the Respondent's team in each venture over time (include location, size, type of operation, project cost, sources of capital, success over time, current management/owner).
- A.6 Provide a development timeline from exclusive right to negotiate period to opening of restaurant operations.

B. Experience of Restaurant Operator

- B.1 Identify the qualifications of all persons who will play a significant role in the restaurant operations, including their duties, years of experience, names of other restaurants where they have worked and any other relevant information. Resumes may be included.
- B.2 Describe no more than three (3) comparable restaurants owned, leased or operated by the Restaurant Operator. Describe each site's use, size, and type of operation, restaurant concept, location (address); gross annual revenues received over time; years of operation; ownership interest; and any other relevant information. Provide photographs if available.
- B.3 Give the name, telephone number and address for at least three (3) business references. The Town may, but is not obligated to, contact any or all of these references.

C. Restaurant Concept

C.1 Describe the uses and type of operation proposed, including the ambiance to be created, menu items/type of food to be served or sample menus and price ranges. This includes whether the respondent intends to serve alcoholic beverages, if so list types to alcohol to be served (i.e. beer and wine and/or liquor).

C.2 Describe the entertainment (if any), target clientele and retail merchandise (if any).

C.3 Describe how the restaurant will help activate support of the Town and other nearby businesses.

C.4 Describe the management and operational structure of the business, staffing and business hours.

C.5 Describe the Business Plan for start-up and marketing.

D. Experience and Qualifications of Design/Engineering Consultants

D.1 Describe the relevant experience of each member of the Respondent's design team (architect, landscape architect, interior designer, etc.)

D.2 Give the name, telephone number and address for at least (3) references who can address each member of the Respondent's design team's flexibility and responsiveness to public and community input.

D.3 For each member of the Respondent's design team, provide photos, sketches and other materials of no more than three (3) other relevant design ventures, particularly those with similar settings.

E. Conceptual Design for Building

E.1 Provide conceptual design sketches for the restaurant building, including site plan, landscape plan, floor plan, elevations, perspective renderings and public access plans.

E.2 Provide a narrative description of the design concept.

E.3 Show all pedestrian and vehicular ingress and egress points and areas for loading and unloading of passengers and goods and parking plan for restaurant patrons.

E.4 Illustrate views to, from, through and around the restaurant.

F. Financial Capacity and Plan

Evidence of access to equity capital and financing resources to carry out proposed project, supported by:

F.1 The most recent available credit report and audited financial statements for the past 4 years and an unaudited statement for the current fiscal year of each principal partner and joint venture participant, including statement of changes in financial position and statements of any parent organizations and any materially relevant subsidiary units, identifying any projects with negative cash flows, amount of Respondent's recourse debt, any non-performing loans, and the amount of guarantees and/or contingent liabilities;

F.2 Composition of current restaurant portfolio, listing the following for each project: project name, type, location (town, state), date completed, project size (rentable area), value, debt, role (Respondent, restaurant manager, etc.), ownership interest;

F.3 Recent history (last 2-3 years) in obtaining financing commitments, detailing type of project, financing source, amounts committed, etc.;

F.4 List of projects in the pipeline including status, development schedule and financial commitment required of Respondent;

F.5 Source of equity and/or subordinate mortgage capital for funding the proposed project.

Explain the following:

F.6 How the entity will be capitalized;

F.7 Sources of financing for the initial physical improvements to be installed at the Site; and

F.8 Sources of working capital to cover operating costs and to adequately maintain operations at a high level from the start-up period through seasonal variations in revenue production.

G. Economic Return to the Town

G.1 Describe in detail the structure of the economic return to the Town and the relationship/ownership proposed in regard to the land.

H. Financial Viability of the Proposal

H.1 Proposed capital investment for improvements.

H.2 Cash flow projections showing revenue by type, operating expenses, net operating income, debt service and net cash flow.

I. Earnest Money Deposit

Earnest money deposit in the amount of one thousand dollars (\$1,000.00), payable to the Town in the form of a cashier's or certified check, made out to the *Commissioners of Leonardtown*. This deposit shall be returned to all Respondents, except the Respondent with whom the Town enters into exclusive negotiations for whom it will be applied to rent or security deposit following successful execution of a lease or contract.

J. Statement of Ability to Comply with Town Requirements and Agreement to Conditions

A "Statement of Ability to Comply with Town and Other Governmental Requirements and Agreement to Conditions", the form of which is attached as Appendix D, signed by an authorized representative of the Respondent.

K. A Statement that the Developer is Authorized to do Business in the State Of Maryland

A statement that the Developer is authorized to do business in the State of Maryland and is in good standing. An additional statement should be included that the firm is not in arrears in the payment of any obligation due and owing the State of Maryland or St. Mary's County, including tax payments and employee benefits, and that it shall not become so during the term of its agreement if selected.

Prohibited Uses (Except by special permit from the Town)

(a) Use of the outdoor premises for live or amplified music that has a negative impact on the surrounding residential neighborhood; (b) Charging a cover charge or requiring a donation to gain entry to the premises; (c) implementing restrictions and requirements limiting access to premises, such as age limit, etc.; (d) Engaging in any activity that is in violation of the restaurant rules and regulations (attached as Appendix E); and (e) Off-site sale of alcoholic beverages.

Sale/Transfer/Refinancing

The Town expects to participate in the proceeds that the tenant receives from the sale, transfer or refinancing of the leasehold, if a lease or contract of sale arrangement is negotiated. If sale of the property occurs in the future, there may be use restrictions associated with the property.

Maintenance/Repairs

During the term of the lease (if a lease is negotiated), the tenant shall be responsible for all improvements, utilities, maintenance, repairs and operating expenses associated with the site.

Security Deposit

If a lease is negotiated, a security deposit will be required in an amount equal to two month's base rent of the final year of the term.

Insurance and Bond Requirements

The tenant will be required to maintain throughout the term of the approved project, insurance in amounts and with limits determined appropriate by the Town in a form and with carriers acceptable to the Town, including, but not limited to, comprehensive general liability, workers' compensation, property insurance on the premises, automobile liability, personal property, business interruption, builder's risk, host liquor law and food products liability insurance, and any other insurance required by law. The Town must be named as additional insured. See Exhibit G for required insurance coverage.

The tenant's construction contractor will be required to furnish the Town with a performance and payment bond issued by a responsible surety company licensed to do business in Maryland and satisfactory to the Town or other such instrument. Such bond would guarantee installation of any improvements proposed to be constructed at the site and in an amount not less than the value of such improvements.

Hazardous Materials

During the "due diligence" period, the Respondent may conduct environmental site assessments of the site. The tenant shall be responsible for the removal or remediation of hazardous materials that are required to be removed or remediated during the term. Requirements for removal and remediation, if any, will largely depend on the construction plans proposed.

Assignment/Sublease/Sale/Transfer

The Town will have the right to approve any assignment, sublease or transfer of the Lease, subject to any participation provisions, as described above under the heading "Sale/Transfer/Refinancing". If sale of the property occurs, some use restrictions may apply.

Submittal Deadline

Submittals must be delivered to Leonardtown at, P.O. Box 1, 41660 Courthouse Drive, Leonardtown, MD 20650, no later than 3:00 P.M. EST on July 30, 2013.

All responses must be addressed to the attention of Laschelle McKay, Town Administrator, and marked "Request for Proposals: Restaurant Development Opportunity – Leonardtown Wharf".

Other Terms and Conditions

- The Town will convey the site to the Respondent in an "AS IS" condition. It shall be the sole responsibility of the Respondent to investigate and determine conditions of the site, including but not limited to existing and planned utility connections, and the suitability of such conditions for the improvements to be constructed by the Respondent. The Town will provide previous developer conditions.
- The information presented in this RFP and in any report or other information provided by the Town is provided solely for the convenience of the interested parties. It is the responsibility of interested parties to assure themselves that the information contained in this RFP or other documents is accurate and complete. The Town or its advisors provide no representations, assurances, or warranties pertaining to the accuracy of such information.

- The issuance of this RFP does not constitute an agreement by the Town that any contract will actually be entered into by the Town. The Town expressly reserves the right at any time to:
 - (a) waive any defect or informality in any response, proposal, or proposal procedure;
 - (b) reject any or all proposals;
 - (c) suspend any and all aspects of the process indicated in this RFP;
 - (d) reissue a Request for Proposals;
 - (e) request some or all Respondents to submit revised or new bids;
 - (f) select a tenant or buyer by any other means;
 - (g) offer new opportunities for restaurants in the area at any time;
 - (h) extend deadlines for accepting proposals, or accept amendments to proposals after expiration of deadlines; or
 - (i) determine that no project will be pursued.

- The Town reserves the right to reject any or all proposals submitted and to waive any technical defect in a submittal which does not affect or alter the substantive provisions thereof. Failure by the Town to object to an error, omission, or deviation in any proposal will in no way modify this RFP or excuse Respondent from full compliance with the requirements of this RFP or the contract.

- In awarding this opportunity and finalizing the contract, the Town may modify, refine, and otherwise clarify the permitted uses to reflect the selected proposal, with such changes therein as may be desired by the Town provided that such changes shall not change the overall substance of the proposal.

- The Town may modify, clarify, and change this RFP by issuing one or more written addenda. Such addenda may be sent by regular first-class United States mail to the last known business address of each potential Respondent receiving a copy of this RFP. The Town will make reasonable efforts to notify Respondents in a timely manner of modifications to this RFP. Notwithstanding this provision, each Respondent assumes the risk of submitting its proposal on time.

- Granting of an exclusive right to negotiate should not be construed as an approval of the proposed uses, configuration or design of the restaurant. The Town will not enter into any contract for a site which will allow for its development until there has been complete compliance with the all government entities having jurisdiction for that site, including the Critical Area Commission, DNR, MDE, Soil Conservation and others. Although all significant environmental effects have already been adequately analyzed under existing environmental documents, actions and activities could be identified through exclusive negotiations that would require additional environmental review. If such additional environmental review is required and the project is found to cause significant adverse impacts that have not already been analyzed and/or have not been mitigated, the Town retains absolute discretion to require additional environmental analysis, and to; (1) modify the project to mitigate significant adverse environmental impacts; (2) select feasible alternatives which avoid significant adverse impacts of the proposed project; or

(3) reject the project as proposed if the economic and social benefits of the project do not outweigh otherwise unavoidable significant adverse impacts of the project.

- The Respondent shall be responsible for obtaining all government approvals required for the development of the site, and the Respondent shall pay all permit and processing fees related to the development. Approvals for the project are likely to be required from governmental agencies other than the Town, including but not limited to the Critical Area Commission, DNR, MDE & Soil Conservation. In issuing this RFP, the Town makes no representations or warranties about which government approvals will be required, or that the necessary governmental approvals can be obtained which will allow the development of the site in accordance with the guidelines set forth above. Respondents should understand that the Town is issuing this RFP in its capacity as a landowner with a proprietary interest in the project and not as a regulatory agency.
- The Town will not pay a Finder's or Broker's Fee in connection with this RFP. Respondents will be solely responsible for the payment of all fees to any real estate brokers(s) with whom such party has contracted.
- Responses to this RFP and all other records of communications between the Town and persons or firms seeking contracts will be open to inspection immediately after a contract has been awarded. Submittals must include one copy of financial information in a separate sealed envelope, designated "Financial Materials". Each Respondent must clearly mark any of the financial materials that it, in good faith, believes to be a trade secret or confidential proprietary information protected from disclosure under applicable law. To the extent permitted by law, the Town will attempt to maintain the confidentiality of marked financial materials, but potential Respondents are cautioned that, in accordance with the Sunshine Ordinance (Administrative Code Section 67.24(e)), responses and other communications from interested parties must be open to inspection by the public upon request immediately after a contract is awarded. Except as limited by this paragraph, the Respondent's proposal will become the property of the Town and may be used by the Town in any way deemed appropriate.
- By submitting a response to the RFP, the Respondent agrees that its submission may not be modified, withdrawn or canceled by the Respondent for 120 days following the time and date designated for the receipt of submissions in this RFP or in any amendments hereto.
- The Town accepts no financial responsibility for any costs incurred by a Respondent in responding to this RFP.
- If a Non-binding Letter of Intent or other form of agreement acceptable to the Town cannot be successfully negotiated with the top-ranked Respondent, the Town may proceed to negotiate with the Respondent that submitted the next highest ranked submission. Alternatively, and in the Town's discretion, until an initial non-binding LOI is entered into, the Town may elect to negotiate with more than one Respondent at a time.

Policy of Nondiscrimination On The Basis Of Disability and Equal Employment Opportunity Statement

The Commissioners of Leonardtown do not discriminate on the basis of disability in employment or in the admission and access to its programs or activities.

LISTING OF ATTACHED APPENDICES:

Appendix A: Regional and Local Project Location Map

Appendix B: Conceptual Site Plan

Appendix C: Waterfront Vision Plan – Tudor Hall

Appendix D: Statement of Ability to Comply with Town of Leonardtown’s Requirements and Agreement to Conditions for a Restaurant Development Opportunity

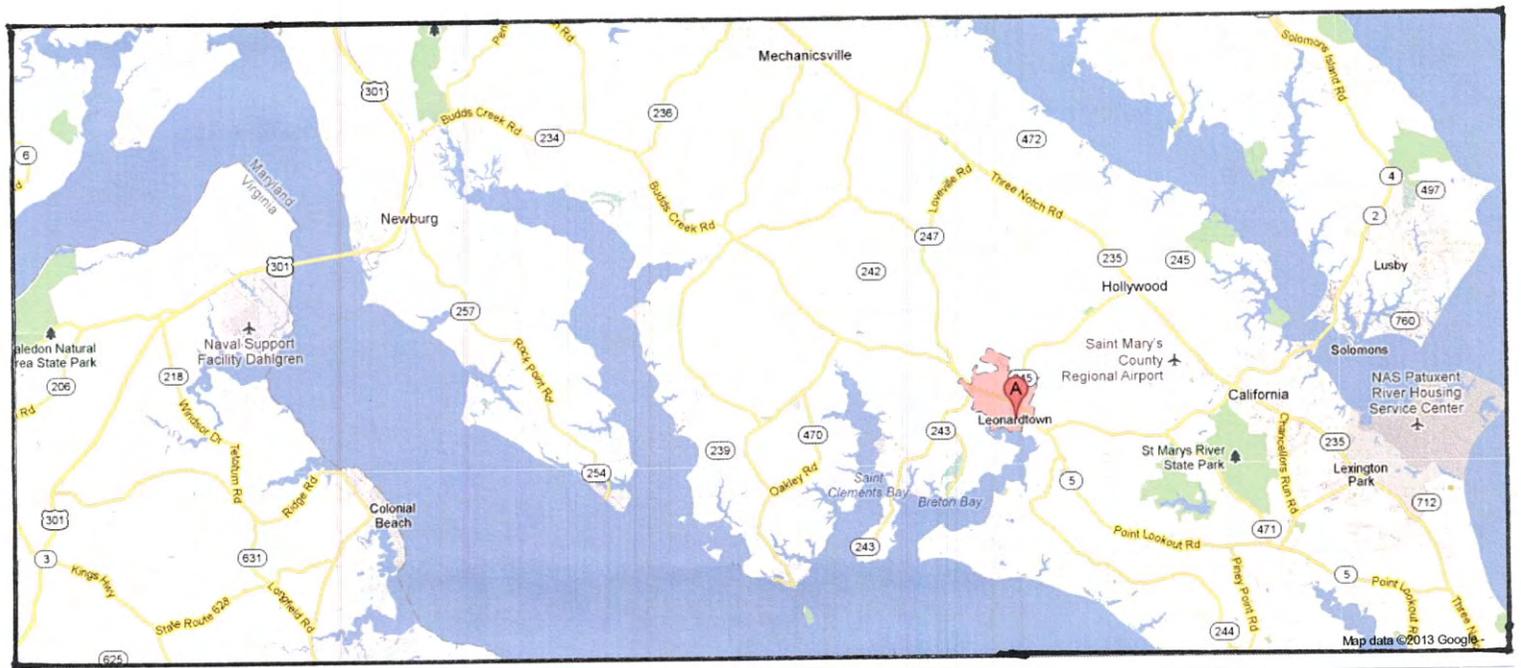
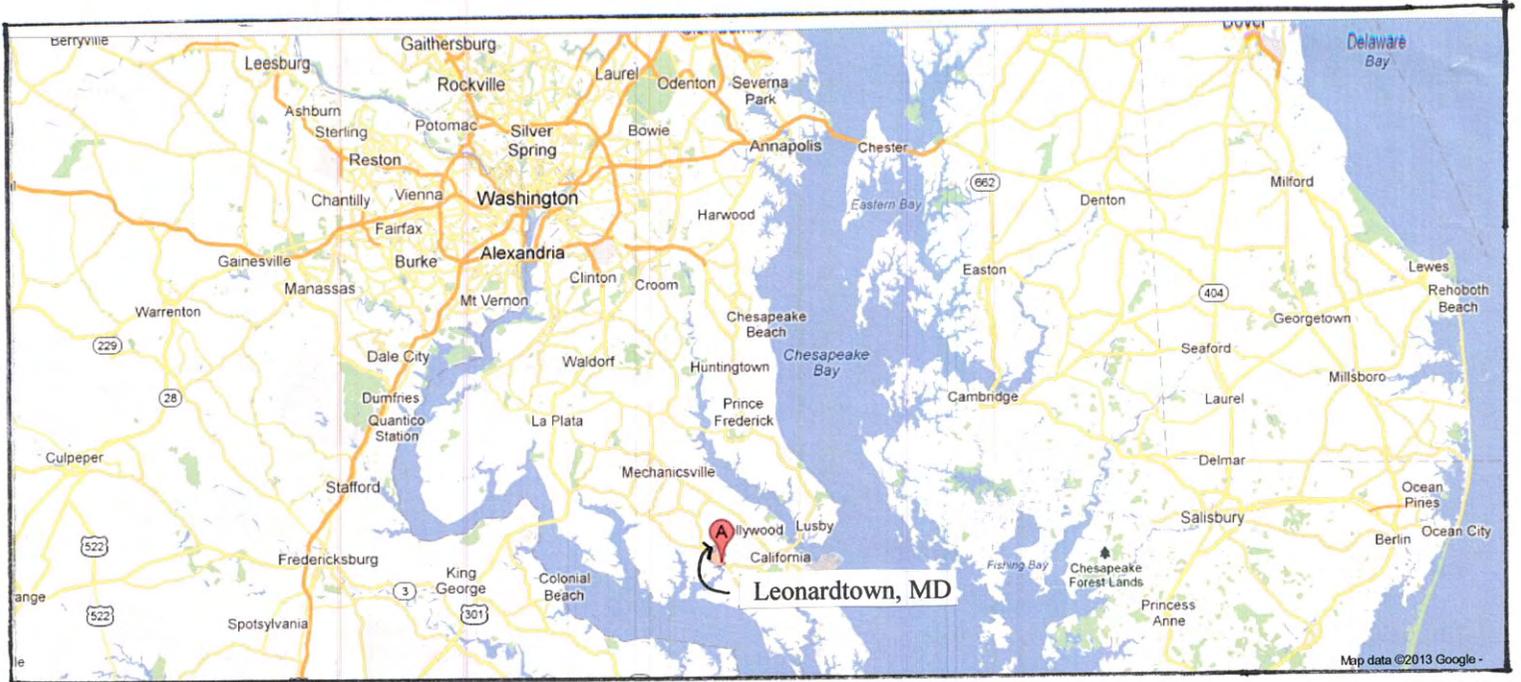
Appendix E: Town of Leonardtown’s Restaurants Rules and Regulations

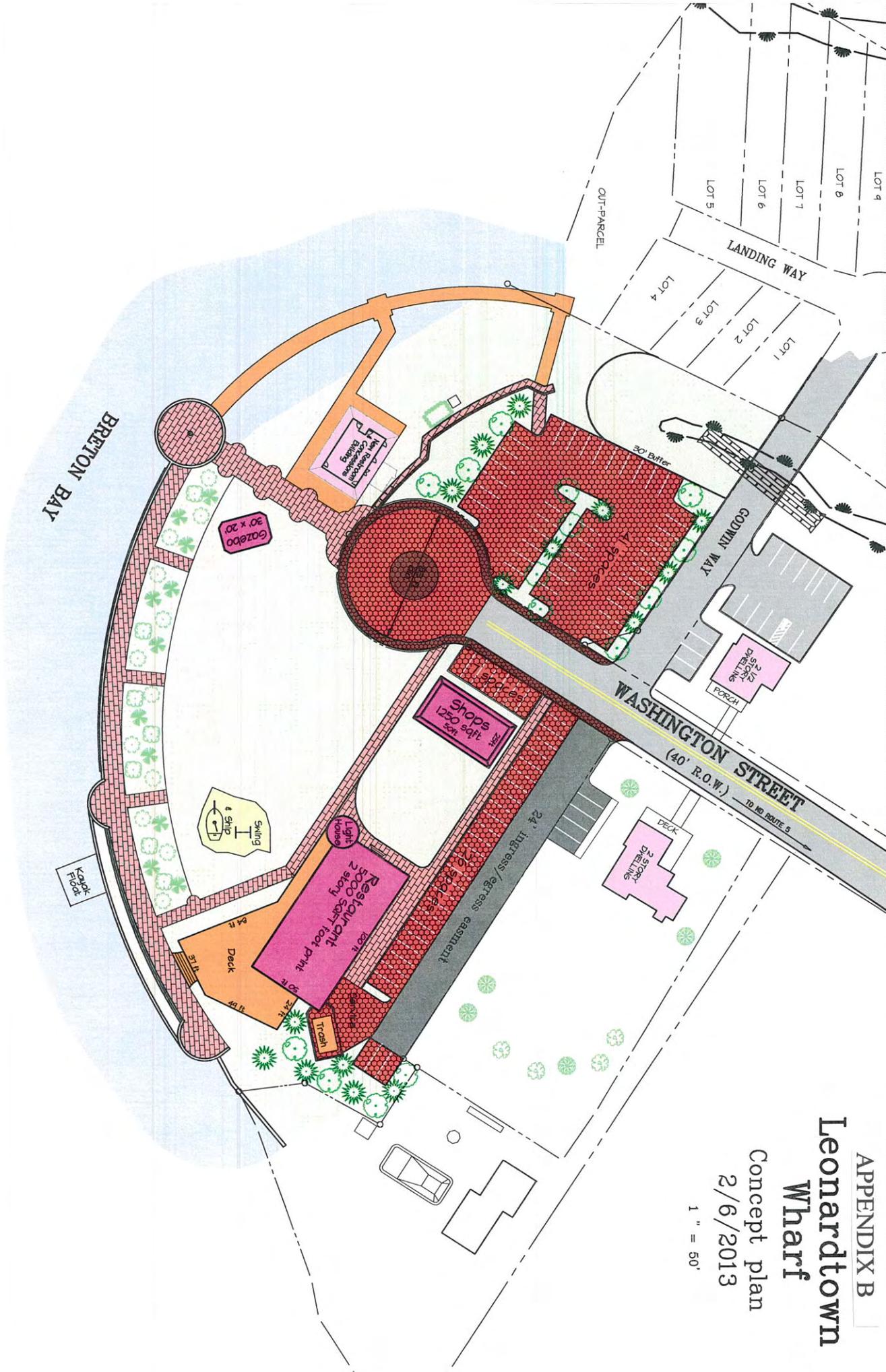
Appendix F: Economic Overview

Appendix G: Insurance Requirements

Appendix A

Vicinity Map- Leonardtown, MD





APPENDIX B

Leonardtown Wharf

Concept plan
2/6/2013

1" = 50'

THIS ILLUSTRATION PROVIDES POTENTIAL LAND USES THAT CAPITALIZE ON LEONARDTOWN'S EXISTING MAJOR ASSETS. THE PLANS INCLUDE THE LANDS FROM RTE. 5 DOWN WASHINGTON STREET TO THE WHARF AT BRETON BAY AND WEST OF WASHINGTON WITH A NEW STREET LINK BACK TO RTE. 5 AND THROUGH ADJACENT LANDS INCLUDING TUDOR HALL. THE MAP SUGGESTS LAND USES THAT WOULD BE PLACED ON EXISTING BUILDING INVENTORY AS REPURPOSED USES WITH NEW INFILL BUILDINGS AND AMENITIES EXTENDING THE TOWN FORM INTO UNDER-USED REAL ESTATE AND DEVELOPMENT LAND USE VOIDS.

THE MIXED USES SUGGESTED ARE INCLUSIVE VARIETIES OF RETAIL, HOUSING, AND PUBLIC SPACES PROVIDING A BALANCE OF DEMOGRAPHICS AND HABITATS BY SENIOR AND YOUTH POPULATIONS. RETAIL BUSINESS WOULD BE SUPPORTIVE OF THE NEW DEVELOPMENT'S TOWN-WIDE, INCLUDING A NEW CONFERENCE CENTER, AND PUBLIC ACCESS TO THE WATERFRONT REMAINS PARAMOUNT AS A TOWN AND COUNTY ECONOMIC OPPORTUNITY.

LEGEND

- GATEWAY AT ROUTE 5 & WASHINGTON ST.**
- EXISTING APARTMENTS - PROVIDE ADDITIONAL UNITS BUILT AROUND NEW COURTYARD
 - CONNECT WASHINGTON STREET TO ELEMENTARY SCHOOL
 - IMPROVE COMMERCIAL BUSINESS AREA - ENCOURAGING EXISTING BUSINESS TO REMAIN IN THE DOWNTOWN MARKET
 - FORM NEW GREEN PARKS - WITH PARKING INTO COURTS
 - REORGANIZE PARKING TO THE BACK OF BUILDINGS
 - FENWICK STREET - MIXED-USE CORRIDOR
 - RETAIL DEVELOPMENT CONTIGUES WEST ON FENWICK TO PROVIDE A VARIETY OF RETAIL USES: FOOD, PHARMACY, LARGER BUILDINGS WOULD FRONT ON FENWICK
 - RESIDENTIAL OPPORTUNITIES WOULD INCLUDE A VARIETY OF MULTIFAMILY HOUSING OPTIONS:
 - LOFT APARTMENTS
 - ADT INDEPENDENT LIVING APARTMENTS
 - SENIOR INDEPENDENT LIVING APARTMENTS
 - PUBLIC USE FACILITIES
 - ADDITIONAL OPPORTUNITY FOR CHILDREN'S DAY CARE FACILITIES AND NEW NEIGHBORHOODS PROVIDE THE DIRECT CONNECTION FROM THE NEW TOWN CONNECTOR (RTE. 5 TO FENWICK) IN THE FORM OF:
 - SINGLE FAMILY COTTAGES WHICH WOULD EXTEND THE EXISTING HISTORICAL COTTAGES (WITH THE POTENTIAL TO REHAB EXISTING STOCK)
 - MULTI-FAMILY (3 TYPES) WITH HIGHER DENSITY UNITS ON BRETON BAY
 - SINGLE FAMILY (LARGE LOT) HOUSING
 - GATEWAY - WASHINGTON ST. TO INN-CONFERENCE CENTER HONORING THE HISTORY OF LEONARDTOWN WITH THE PRESERVATION OF HISTORIC BUILDINGS (i.e. TUDOR HALL) AND/OR ADAPTIVE REUSE OF EXISTING BUILDINGS
 - DEVELOPING A STREETSCAPE TO ENCOURAGE PEDESTRIAN LINKS THROUGH MIXED LAND USES THAT WILL FORM NEIGHBORHOODS AND CREATE PUBLIC AMENITIES
 - EXISTING FOREST BECOMES A NEIGHBORHOOD PARK ALLOWING PEDESTRIAN FLOW FROM THE INN TO TOWN SQUARE
 - INN AND CONFERENCE CENTER
 - 200 ROOM INN - 3 TO 4 STORY INN AND EXTENDED STAY BUILDINGS
 - INDOOR POOL, CONFERENCE CENTER 20,000 SF, 300 PARKING SPACES
 - AMPHITHEATER RECREATIONAL PARK
 - WOODLAND PATHWAYS, TRAIL NETWORK CONNECTING INN, CONFERENCE CENTER, TOWN CENTER, WHARF AND ADDITIONAL PARKING



LEONARDTOWN

LAND-USE CONCEPT VISION PLAN

ST. MARY'S COUNTY, MARYLAND

OWNER/DEVELOPER
TOWN OF
LEONARDTOWN

Land Planning and
Landscape Architecture
Crozier Associates
8600 Fourly Street
P.O. Box 2065
Savage, MD 20783
P: 413-745-4095

SCALE
1" = 200'

DATE
12/17/2012

APPENDIX D

Statement of Ability to Comply with Town of Leonardtown’s Requirements and Agreement to Conditions for a Restaurant Development Opportunity at the Leonardtown Wharf, 22500 Washington Street, Leonardtown, MD 20650.

Name of Respondent: _____

- 1) The undersigned is a Respondent for this restaurant development opportunity at the Leonardtown Wharf, 22500 Washington Street, Leonardtown, MD.

- 2) The undersigned has reviewed the applicable Town requirements described in the attached Request for Proposal for this restaurant development opportunity at the Leonardtown Wharf, 22500 Washington Street, Leonardtown, MD.

- 3) Respondent has reviewed the Terms and Conditions set forth in the Selection Criteria section of the Request for Proposals.

- 4) The undersigned has reviewed, understands, and is ready, willing, and able to comply with all Governmental Requirements and agrees to be bound by the Terms and Conditions set forth in the Selection Criteria section of the Request for Proposals.

- 5) The undersigned are authorized representatives of Respondent.

Title: _____

Title: _____

Title: _____

Date: _____

APPENDIX E - RESTAURANT RULES AND REGULATIONS

Town of Leonardtown

The following are parameters within which the Tenant and all Subtenants and Owners on the premises shall use commercially reasonable efforts to perform and to conduct all operations within.

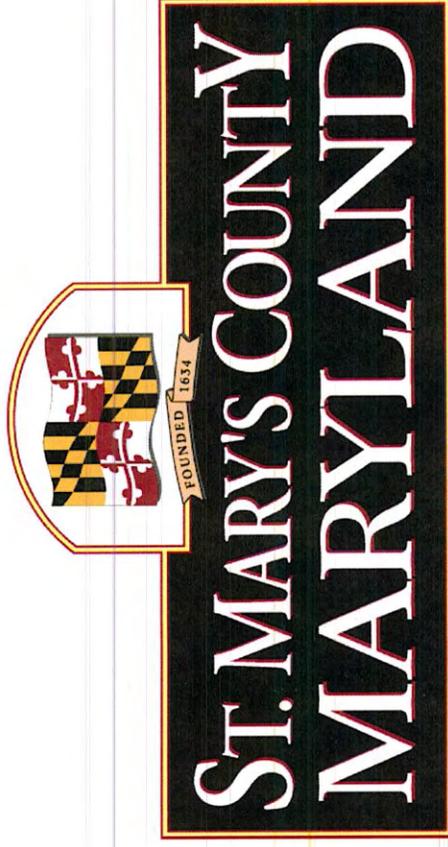
1. Noise: Hours – Due to the residential character of the area, some outdoor activity restrictions may be imposed, subject to final negotiations. Tenant shall post signs inside the restaurant at appropriate places requesting that patrons leaving the premises in the late evenings to depart in a quiet, peaceful and orderly fashion and not litter or block driveways in the neighborhood. The Tenant shall alert Police/Sherriff's Department if exiting patrons cause any disturbance.

2. Plumbing System: It is the operator's responsibility to maintain plumbing systems.

3. Tenant shall be required to:

- Use an Automatic Grease Removal Device (AGRD) on all sinks.
- Ensure that all grease removal devices are cleaned at least every 90 days by a grease hauler certified by the State of Maryland.
- Maintain documentation of service and maintenance records.
- Develop and implement a written maintenance program for the sewer lines.
- Reimburse the Town for any and all costs related to the maintenance of plumbing and sewer lines.
- Maintain a service contract for the cleaning of the hood and duct system over the ovens on all cooking areas at least every six months. Proof of the contract will be submitted to the town.
- Maintain a service contract for the fire suppression system over any cooking surfaces. Proof of the contract will be submitted to the town.

Economic Overview



- Highest percentage of high-tech employment in the region
- Home to the Naval Air Station Patuxent River
- Fastest Growing County in Maryland
- Site of the first Colonial Settlement and the first Capital of Maryland

Prepared by:
St. Mary's County Department of
Economic & Community Development
P.O. Box 653, Potomac Building
23115 Leonard Hall Drive
Leonardtown, MD 20650
301-475-4200 ext. 1400
301-475-4414 (fax)
www.stmarysmd.com/decd



Summary

The purpose of this information packet, prepared by St. Mary's County Department of Economic and Community Development, is to distribute general data about St. Mary's County for public information and use. The data within this Economic Update is both qualitative and quantitative, and highlights St. Mary's County in comparison with sister counties of Calvert and Charles where appropriate. The statistics and data are to date as of October 2010. This information supplements similar data in the Economic Overview, Brief Economic Facts, and recent Economic Briefs.

A few St. Mary's County, MD Highlights for 2010 are below.

- Low unemployment rate (6.5%); Southern Maryland Region lowest in Maryland
- Lower average commute times than sister counties and state average
- High level of St. Mary's citizens living and working in county (74%), almost double the rate of sister counties
- Over the past five years, 2,719 jobs were created in St. Mary's County
- Average Weekly Wage is the highest in Southern Maryland region, and 2nd highest in Maryland
- St. Mary's County had the lowest average number of defaults and foreclosures in the region
- Four new business associations have been created along with several new small-business initiatives
- Many new restaurants, hotels, and businesses moved into the County
- Many new capital projects and road improvements are finished or are underway
- Nearly 20,000 acres of land have been preserved in the County
- Tourism revenue has experienced the smallest percentage of decline in the region during the National Recession

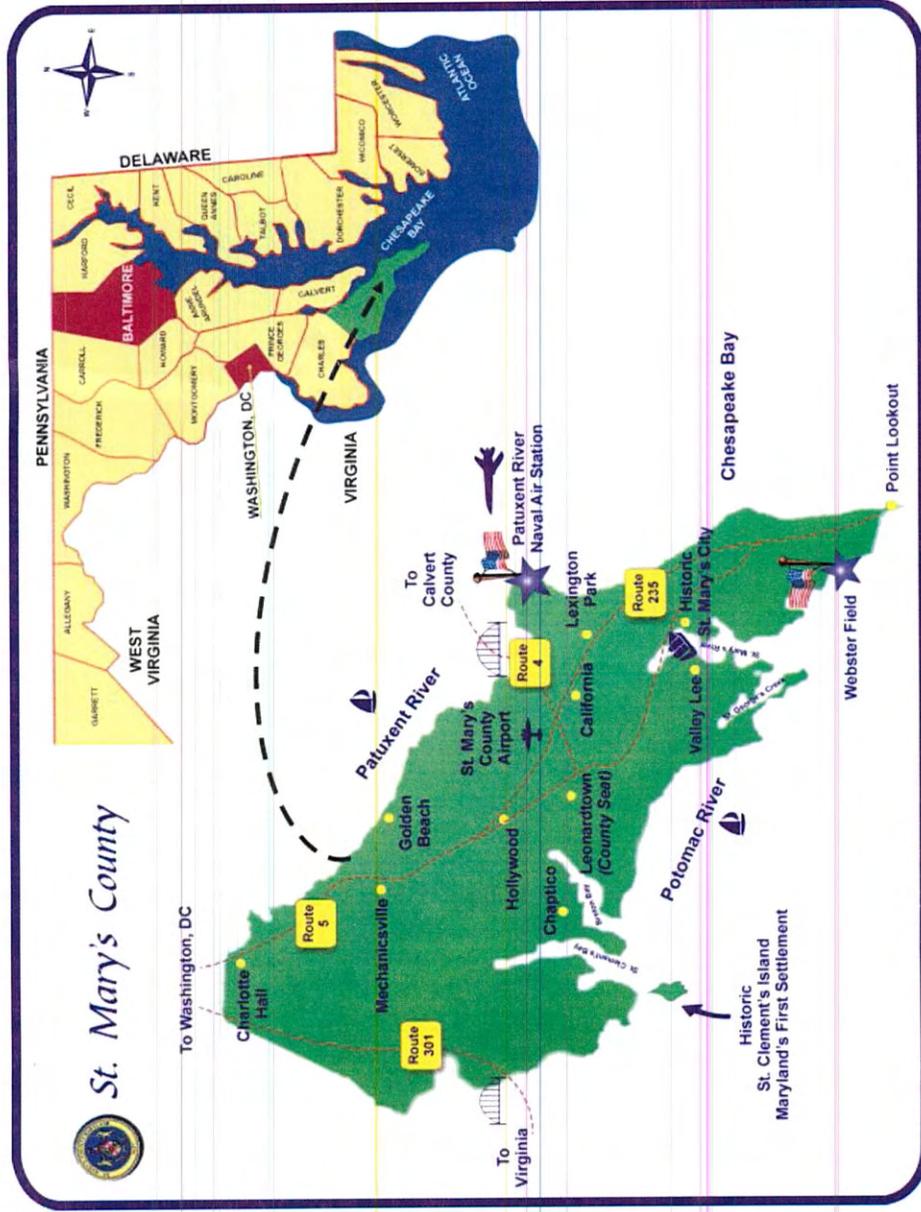
St. Mary's County, Maryland

- Population 108,987 (2012)
 - 3rd Fastest growing county in MD 2011-2012
 - Population increased 22% (2000 – 2010)
 - 2nd highest birth rate and 6th lowest death rate in state (2000-2010)
 - 3rd youngest population in state (by county, 2000-2010)
 - Highest concentration of military veterans (12%)
- Reasons:
 - Exurban migration from DC/Baltimore metro regions
 - Jobs, primarily at Naval Air Station Patuxent River
- Outcomes:
 - Fastest growing workforce in state
 - Highest median household income growth rate in state
 - 5th lowest unemployment rate in state (2012)

Location

Situated on a peninsula in Southern Maryland with over 500 miles of shoreline on the Patuxent River, Potomac River and the Chesapeake Bay.

The County is 38 miles Southeast of Washington D.C. and 90 miles South of Baltimore.



ST. MARY'S COUNTY
MARYLAND

ST.MARY'S COUNTY
DEPARTMENT OF ECONOMIC COMMUNITY DEVELOPMENT

Geographic Analysis, Leonardtown Wharf Site

30-minute radius around Leonardtown Wharf

*Data is from 2010 census (newest available)

15 minute data

Name	zipcode	population	median household income
Morganza	20660	97	\$ 141,761.00
Hollywood	20636	9937	\$ 90,718.00
Leonardtown	20650	13717	\$ 86,875.00
Avenue	20609	1120	\$ 79,145.00
Bushwood	20618	607	\$ 80,288.00
Clements	20624	1282	\$ 81,250.00
California	20619	10503	\$ 90,287.00
Colton's Point	20626	373	\$ 118,036.00
Total population:		37636	
Average Median Household Income:			\$ 96,045.00

St. Mary's County

Chaptico	20621	1373	\$ 67,557.00
Helen	20635	no data	
Mechanicsville	20659	23498	\$ 88,089.00
Charlotte Hall	20622	4900	\$ 99,861.00
Patuxent River	20670	1014	\$ 57,813.00
Great Mills	20634	5927	\$ 96,458.00
Callaway	20620	1443	\$ 71,319.00
Valley Lee	20692	1051	\$ 73,750.00
Tall Timbers	20690	740	\$ 128,295.00
Piney Point	20674	830	\$ 105,341.00
St. Marys	20686	1332	\$ 250,001.00
Dameron	20628	594	\$ 52,054.00
Ridge	20680	1119	\$ 74,973.00
Lexington Park	20653	24481	\$ 71,034.00
Park Hall	20667	494	\$ 48,750.00
Drayden	20630	348	\$ 153,750.00
St. Inigoes	20684	1125	\$ 90,993.00
Total population:		70269	
Average Median HH Income:			\$ 95,627.38

Charles County

Rock Point	20682	no data	
Cobb Island	20625	1062	\$ 58,996.00
Issue	20645	857	\$ 120,833.00
Mount Victoria	20661	no data	
Newburg	20664	2987	\$ 66,202.00
Mechanicsville	20659	(already counted in St. Mary's Co.)	
Nanjemoy	20622	4900	\$ 99,861.00

ST. MARY'S COUNTY
DEPARTMENT OF ECONOMIC COMMUNITY DEVELOPMENT

Hughesville	20637	5423	\$ 116,622.00
Benedict	20612	261	\$ 66,023.00
Charlotte Hall	20622 (already counted in St. Mary's Co.)		
Total population:	15490		
Average Median HH Income:			\$ 88,089.50

Calvert County

Dowell	20629	535	\$ 110,446.00
Solomons	20688	1828	\$ 55,885.00
Lusby	20657	20483	\$ 84,565.00
St. Leonard	20685	6471	\$ 103,065.00
Broomes Island	20615	405	\$ 99,293.00
Total population:	29722		
Average Median HH Income:			\$ 90,650.80

Total Population within 30 minutes of Leonardtown Wharf: 146,367*

Average Median HH Income within 30 minutes of Leonardtown Wharf: \$92,603.17*

Contact:

Laura Boonchaisri, DECD

301.475.4200x1408

Laura.Boonchaisri@stmarysmd.com

*DECD does not guarantee the veracity of the data or outcomes.

APPENDIX G
Insurance Requirements

1. General Liability, including Liquor Liability:

- a. General Aggregate\$2,000,000
- b. Products – Completed Operations Aggregate..... \$2,000,000
- c. Personal and Advertising Injury\$1,000,000
- d. Each Occurrence (Bodily Injury and Property Damage)\$1,000,000
- e. Excess or Umbrella Liability:
 - 1.) General Aggregate\$5,000,000
 - 2.) Each Occurrence\$5,000,000

2. Automobile Liability, Hired and Non-Owned:

- a. Combined Single Limit of\$1,000,000

3. Workers’ Compensation and Related Coverage’s – General Conditions:

- a. State Statutory
- b. Applicable Federal (e.g. Longshoreman’s) Statutory
- c. Employer’s Liability\$1,000,000

****Owner shall be listed as additional insured**