

RESOLUTION NO. 22-188

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN EXCLUSIVE NEGOTIATING AGREEMENT WITH RHR VENTURES, LLC, FOR THE FRANK BROWN PARK 8-ACRE DEVELOPMENT.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and RHR Ventures, LLC relating to the development of the City's Frank Brown Park 8-Acre Property 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 28th day of July, 2022.

CITY OF PANAMA CITY BEACH

By: _____


Mark Sheldon, Mayor

ATTEST:



Lynne Fasone, City Clerk

EXCLUSIVE NEGOTIATING AGREEMENT
(FRANK BROWN PARK "8 ACRES" DEVELOPMENT)

^{28th} THIS EXCLUSIVE NEGOTIATING AGREEMENT (the "Agreement") is entered as of the day of July, 2022 (the "Effective Date"), at Panama City Beach, Florida, by and among the CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation (the "City"), and RHR Ventures, LLC, a Florida limited liability company doing business as "D-BAT PCB", authorized to do business in the State of Florida ("RHR").

WITNESSETH:

WHEREAS, on January 21, 2022, 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 therein specified for developing an 8 acre parcel of land owned by the City at the entrance to Frank Brown Park and more particularly described upon attached and incorporated Exhibit B (the "Site"); and

WHEREAS, on March 24, 2022, RHR Ventures, LLC submitted a response to the RFP, which is attached, incorporated, and marked Exhibit C (the "Response") which contained a conceptual use plan (the "Conceptual Use Plan"); and

WHEREAS, on April 28, 2022, the governing body of the City accepted the Response for the sole purpose of entering with RHR 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.

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 RHR 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 RHR 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 development of the Site. The Parties' desire for the type of development described in the RFP Response shall serve as a guide in the negotiation

of the DA. RHR acknowledges that the March 23, 2022 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 March 23, 2022 conceptual plan. During the Negotiating Period, the City and RHR 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 RHR that would enable a financially feasible development of the Site containing uses and densities materially consistent with the RFP but always acceptable to the City; (2) RHR would fund and develop and operate the uses on the Site; and (3) RHR would meet certain milestones in developing and subsequently operating the Site and the remedies available to the City if those milestones are not met.

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 RHR the right to develop the Site or construct the Development, and does not obligate RHR to any activities or costs to develop the site or construct the Development, except for the preliminary analysis and negotiations contemplated by this Agreement. RHR 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 December 31, 2022, unless sooner terminated as provided in this Agreement, unless extended by mutual agreement of the Parties, or unless a Lease or Development Agreement has been executed by the City and RHR (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 RHR 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 RHR regarding development of this Site, or solicit or entertain bids or proposals to do so, and (2) no member shall withdraw from RHR, and (3) RHR shall not assign in whole or in part any interest in this Agreement to any third party.

Section 1.5 Identification of Representatives. The RHR representatives to negotiate with the City are Russ Ramey, Cade Griffis and Eli Mahan. The City's representatives to negotiate with RHR are Drew Whitman, City Manager, Holly White, Assistant City Manager, Amy Myers, City Attorney, Cole Davis, Assistant City Attorney, Owen Beitsch, Real Estate Consultant (the "Working Group"). RHR 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.

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, placement, preliminary design, and function of structures to be placed upon the Site in relation to the developed and future uses of Frank Brown Park. 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. RHR 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 RHR 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 the programmed land use for a period of ten years.
- Detailed descriptions of assumptions about the project's hard and soft costs for 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 RHR's efforts to prepare the Conceptual Use Plan and the Financial

Feasibility Analysis. Ultimately, RHR 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. RHR acknowledges and agrees that it shall at its expense complete the actions contemplated by sections 2.2 and 2.3 by September 30, 2022.

If both stages described in Section 2.2 and 2.3 are not completed by September 30, 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. Lease/Development Agreement. The purpose of this final stage is to draft, negotiate and permit RHR to seek lender approval of a definitive Ground Lease/Development Agreement between the City and RHR 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 RHR, as lessee. The parties will endeavor to draft a final Ground Lease/DA which 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 project contemplated by the RFP.

If this stage is not completed by December 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.

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 RHR comfort that its concepts at each stage continue to appear to the City to predominately serve the public interest in addition to RHR. All approvals by the City are ultimately contingent upon the City and RHR 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 RHR or anyone claiming by through or under RHR regardless of the reasonableness or extent of the reliance of RHR 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 RHR 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 RHR. 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 RHR 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 RHR 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

RHR: RHR Ventures, LLC
415 Richard Jackson Boulevard, Suite 417
Panama City Beach, FL 32407
Attention: Mr. Russell Ramey

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 RHR 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. RHR 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 RHR to provide RHR 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 RHR at its expense. RHR'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 RHR each represent to the other that it has engaged no broker, agent or finder in connection with 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 RHR or the City to negotiate in good faith as provided in this Agreement; (2) RHR's breach of Section 3.3 (No Lis Pendens) (3) the City or RHR's breach of Section 3.6 (No Commissions); (3) RHR'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), RHR'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), RHR'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), RHR'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 RHR has no adequate remedy at law for a breach of Section 1.3 (Exclusive Negotiations) and further agrees that if RHR 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 RHR 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 RHR 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 RHR'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. RHR may not transfer or assign this Agreement or any interest in it to any third party, 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 RHR and no other person (including the members of RHR 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 Council.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

RHR Ventures, LLC

ATTEST:

Jessa Hall
Tessa Hall


By: Russel Ramey, President
Date: 07/28/2022

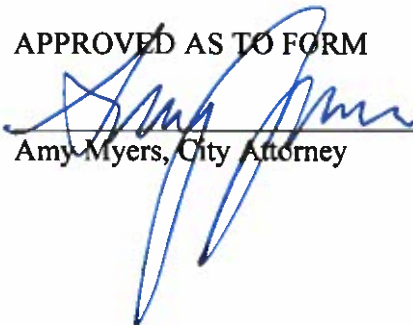
CITY OF PANAMA CITY BEACH, FLORIDA, a
Florida Municipal Corporation

ATTEST:

Lynne Fasone
Lynne Fasone, City Clerk

By: 
Drew Whitman, City Manager

APPROVED AS TO FORM


Amy Myers, City Attorney

**PCB22-52 Request for Proposals
Development of 8-Acre Site
Adjacent to Frank Brown Park Sports Complex**

1.0 Introduction & Overview

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 18,000 permanent residents and an estimated 25,000 visiting the area daily, the City desires to enhance the quality of services, facilities and experiences for its residents as well as their visitors.

The City of Panama City Beach is soliciting development proposals that will provide uses, amenities or facilities that complement and enhance the experience of visitors to one of the region's recreational treasures, Frank Brown Park Sports Complex and, in addition, Pier Park.

There will be a non-mandatory pre-proposal meeting on **February 24, 2022 at 1:00 PM (CDT)** at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, 32413.

All Proposals must be received no later than **Thursday, March 24, 2022, at 1:00 PM (CDT)** at which time all Proposals will be publicly opened and read.

The Request for Proposal documents may be found at the City of Panama City Beach website at <https://www.pcbfl.gov/about-us/rfp-posts-list> and the DemandStar website at www.demandstar.com.

- Electronic Proposals will only be accepted when submitted through the DemandStar's Proposal portal. Emailed submissions will not be accepted.
- Alternatively, one (1) unbound original, seven (7) complete copies along with an electronic copy (USB flash drive preferred) may be delivered to the City Hall Office at the address below. Any sealed Proposal submitted on paper must identify and **clearly mark** the Proposal # **PCB22-52 RFP Development of 8-Acre Site** on the package. Receipt of a Proposal 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 time received at City Hall shall be conclusive as to the timeliness of receipt.

All paper Proposals shall be sealed and delivered or mailed to: City of Panama City Beach City Hall, ATTN: Purchasing Manager, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

Offering

The City is offering a unique opportunity for development situated adjacent to one of the region's largest and most popular recreation facilities, Frank Brown Park Sports Complex. An approximate 8-acre site currently under City ownership lying adjacent to Frank Brown Park and fronting the Panama City Beach Parkway will be made available by long term ground lease for development by the firm(s) or individual(s) who will be selected based on their qualifications, development concept, presentation, and offer. The development will also lie directly across the Panama City Beach Parkway from Pier Park, a public, beachfront park and a private retail/entertainment venue.

It is the desire of the City that the proposed development complement the activities and facilities located at Frank Brown Park Sports Complex and Pier Park, in addition to functioning as a destination, enhancing and improving existing community assets and providing revenue to support the operation of Frank Brown Park Sports Complex. Uses preliminarily discussed by the City include, but are not limited to, entertainment or training facilities for baseball and softball, which facilities may contain a retail component.

The intent of the entire selection process is to grant the selected development partner(s) with exclusive development rights for a 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.

1.1 The Site

The approximately 8-acre site is located at the entrance to the City's Frank Brown Park with frontage along the Panama City Beach Parkway (U.S. Highway 98 also known as Back Beach Road), a major four-lane divided highway. U.S. Highways 231 and 331 and S.R.s 77 and 79 provide direct access between U.S. Highway 98 and I-10. U.S. Highway 231, Highway 331, S.R. 77 and S.R. 79 are four-lane facilities.

The parcel is well drained with a portion of the site being currently used for overflow parking for the Frank Brown Park Sports Complex. A jurisdictional

wetland is located north of the proposed development parcel. The proposed development will be required to meet the City's stormwater policy, and will need to include a dedicated stormwater pond on-site that is located and sized by a Florida Registered Professional Engineer. The proposed development will need to follow FEMA's guidelines for floodplain management generally.

The parcel is bordered by an internal access road providing ingress and egress to Frank Brown Park from North Pier Park Road. This roadway connects to Bay Parkway and S.R. 79, increasing access to the regional sports complex and the subject 8-acre site. The parcel is presently zoned for Recreational¹ use, and further subject to a deed restricting the use of the property to "the construction, maintenance and use of a public park or parks, including, without limitations, sports and recreational facilities."²

The 8-acre site is located at the entrance to Frank Brown Park, a 120-acre recreational complex that provides national and regional level tournament venues. In 2019, the City's Parks and Recreation Department served over 13,000 full-time residents and over 115,000 visitors through a variety of recreational opportunities, regional competitions and national tournaments. Tournaments have included national qualifiers for USSSA Baseball, USFA Fast Pitch Softball and the Softball World Series. Amenities include 9 baseball/softball fields, eight batting cages, a t-ball field, a specially surfaced Miracle League field, three soccer fields, four multi-purpose football fields, four tennis courts, a tennis wall, two outdoor basketball courts, two shuffle-board courts, three playgrounds for various ages, an imagination playground, one large playground pavilion, two lakeside picnic pavilions, a freshwater youth fishing pond, Gayle's recreational walking and bike trails, three fenced dog parks, a 22 acre festival site, a community center and gymnasium, and an aquatic center featuring a 50 meter heated and cooled Olympic pool with a one meter springboard diving well, a seasonal 5,000 square foot kid's activity pool, and a seasonal obstacle course.

Directly south of Frank Brown Park Sports Complex and the subject parcel is Pier Park, a 266-acre parcel which extends from U.S. 98 to the City's Pier in the Gulf of Mexico. Pier Park is a partially developed family-oriented

¹ The City's Recreational Land Use permits the following Principal Uses: Golf Courses, Government Buildings, Live Theaters, Museums, Public or Private Parks and Recreation Facilities, Personal Services, Public and Private Schools, Public Works and Emergency Service Facilities, and Walkways and Bikeways.

² See Special Warranty Deed recorded in Bay County Official Records Book 2044, Page 34.

retail destination containing a mix of shopping, dining and entertainment venues, as well as a bathing beach and sightseeing/fishing pier. Simon Property Group, L.P. and the St. Joe Company are the developers. The western third of Pier Park is a passive low impact, public recreation area known as Aaron Bessant Park, which provides a 70-acre facility including an outdoor amphitheater and stage, several paved walking trails, two large scenic lakes and a Veteran's Memorial. Pier Park also offers 1200 feet of pristine, white gulf beach open to the public with ample, landscaped parking. Pier Park is a primary destination for residents and visitors alike.

2.0 Process for Respondents

The City is seeking proposals from firms and/or individuals interested in developing all or a portion of the +/- 8-acre site. It is the City's intent to solicit specific information from interested firms and individuals that would allow the City to evaluate the capabilities, development concept and the ability of potential developers to implement the project proposed. City staff will screen the submitted proposals and the City Manager will create a recommended shortlist of potential development partners for approval or change by the City Council. Shortlisted partners will be asked to make a presentation to the City Council. It is the intent of the City to select one or more development teams which will be extended exclusive rights of development for a specific period of time for a specific project.

2.1 Proposal Submittal Requirements

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

1. Letter of interest should provide an overview of the development team including organizational structure and past experience. The Letter of Interest should provide a statement of assurance and understanding of the City's intent in the respondent's own words. The Letter of Interest should be signed by a principal of the development team that has the authority to bind the organization.
2. Provide information on the proposed development team including the roles each team member will have, their qualifications and capabilities.
3. 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.

4. Provide a detailed description of how the development team proposes developing the 8- acre site.
5. Documentation establishing the legal ability of the proposer, together with credible evidence of the availability of funding, to complete the development proposed.

2.2 Number of Response Packages

Each respondent shall submit one (1) original and seven (7) copies of the requested information (RFP). The copies shall be secured in one package and be labeled to include the name of the responder and the name of the project "PCB22-52 RFP Development of 8-Acre Site".

2.3 Anticipated Schedule

The City has established the following schedule for evaluating development teams and proposals for the +/- 8-acre site. It is imperative that each respondent understands the importance of adhering to this published schedule. Respondents shall assume full responsibility for the timely delivery of their submittals. The City reserves the right to amend the milestone dates as presented.

Pre-Proposal Meeting	February 24, 2022 at 1:00 PM
Proposals Due	March 24, 2022 at 1:00 PM
Announce shortlist	within 21 days of submission
Presentations by shortlisted respondents	within 14 days of shortlist notice
Final ranking announcement	within 14 days of presentations
Negotiations begin with #1 ranked team	within 10 days of ranking notice
Detailed financial proposal due	within 14 days of first negotiation meeting
Final negotiation and agreement execution	4-6 months from initiation of process

3.0 Terms

There will be no communication during the RFP process with the City or the City's representatives, other than as provided in section 4.0 and such communication will be exclusively for clarification regarding procedures or development intent.

It is necessary for responding development teams to comply fully with the general terms and conditions outline in this document if they are to be considered. Each respondent should provide a statement in their Letter of Interest attesting that the respondent has read and understands these procedures.

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

CONFLICT OF INTEREST: The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent which is also an officer or employees of the City or of its agencies. Proposers must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

4.0 Contact Person Regarding Inquiries of this RFP

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

Tina Kunst, Procurement Manager
City of Panama City Beach, Florida
17007 Panama City Beach Parkway
Panama City Beach, Florida 32413
850.233.5100

Responses if any will be in writing. The City will attempt to distribute responses to all who have indicated an interest in responding to this RFP, and the City reserves the right to delay opening responses to allow all firms submitting a timely response to receive any supplemental information and re-submit. The City is not responsible for any information, or reliance on same, regarding this RFP and project from a source other than written information provided by the contact person listed above.

CONFLICT OF INTEREST STATEMENT

Check one:

To the best of our knowledge, the undersigned Respondent has no potential conflict of interest due to any other clients, contracts, or property interest for this project.
or

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project. This includes and requires disclosure of any officer, director, partner, proprietor, associate or agent of the Respondent who is also an officer or employee of the City or of its boards or committees.

LITIGATION STATEMENT

Check One:

The undersigned Respondent has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

or

The undersigned Respondent, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.





PANAMA CITY BEACH

Entrepreneur	Entrepreneur	Entrepreneur	Entrepreneur	Entrepreneur
FRANCHISE	FRANCHISE	FRANCHISE	FRANCHISE	FRANCHISE
500	500	500	500	500
RANKED	RANKED	RANKED	RANKED	RANKED
2017	2018	2019	2020	2021





**Proposal # PCB22-52 RFP
Development of 8-Acre Site**

LETTER OF INTEREST

RHR Ventures, LLC and D-BAT, Inc. are excited to make this proposal to bring a D-BAT Baseball and Softball Academy franchise to Panama City Beach which, if approved, will be known as D-BAT Panama City Beach.

D-BAT opened its first baseball and softball academy in Dallas, Texas in 1998 and began franchising in 2009.

To date, approximately 120 D-BAT baseball and softball academies are open across the United States with the expectation of 150 locations by the end of 2022.

D-BAT has international locations operating in Canada and China and expects expansion globally, including Mexico and the Dominican Republic.

D-BAT is the world's leading baseball and softball training facility and is a thirty (30) million-dollar company.

D-BAT meets the need for state-of-the-art, high-quality baseball and softball indoor training that matches the needs and expectations of players (male and female) from youth minor league, little league, high school and college to professional and MLB players.

D-BAT offers private lessons, camps and clinics for players looking to improve their game and individual character.

D-BAT is about "Developing Beliefs, Attitudes and Traditions" and is the world's largest and most premier baseball and softball academy, set apart by its state-of-the-art facility and its comprehensive approach to baseball and softball development and instruction.

D-BAT tailors instructions to each individual while teaching the baseball and softball basics that will last a lifetime. Its unique facilities offer players of all ages, gender and experience levels the opportunity to train year-round.

D-BAT is growing consistently and is always looking to improve the facility to meet customer satisfaction and expectation.

D-BAT is player and parent friendly where moms and dads can teach and/or practice with their child in a safe and comfortable atmosphere and/or observe as one of our professional instructors trains with the player(s).

D-BAT has had many D-BAT kids obtain scholarships for college baseball and softball as well as progress to the professional ranks and Major League Baseball.

D-BAT kids lead the way in the amateur draft in Major League Baseball and have a competitive advantage for college scholarships in baseball and softball.

RHR Ventures, LLC, comprised of two practicing attorneys and a local business leader in Bay County, Florida, has purchased a D-BAT Baseball and Softball Academy franchise.

D-BAT corporate and RHR Ventures, LLC will partner together in every phase of development and building of the D-BAT Panama City Beach location.

D-BAT corporate has a dedicated team to assist the franchisee (owners) in every step of development, building opening and operating the franchise.

The local architects and general contractor retained by RHR Ventures, LLC will have hands-on guidance from the dedicated developmental professionals at D-BAT corporate to ensure that everything is developed and completed properly adhering to the lofty standards set by D-BAT corporate and meet all city code requirements.

Russell K. Ramey, the president and manager of RHR Ventures, LLC, came up with the idea to bring a D-BAT Baseball and Softball Academy franchise to Panama City Beach and believed the perfect location for development of the facility would be at the 8-acre site at Frank Brown Park Sports Complex.

With this in mind, meetings were conducted with St. Joe Company and the Tourist Development Council (TDC) in an effort to generate support and to obtain St. Joe's explicit consent that the D-BAT proposal would satisfy the land use restrictions made part of the land gift from St. Joe Company to the City of Panama City Beach.

St. Joe Company has agreed that the land use restriction would be met by a D-BAT Baseball and Softball Academy facility.

A D-BAT Baseball and Softball Academy franchise would be the perfect compliment to the facility located at Frank Brown Park Sports Complex and would enhance other facilities as well, including the Panama City Beach Sports Complex approximately eight (8) miles east of Frank Brown Park Sports Complex on Back Beach Road.

D-BAT Baseball and Softball Academy provides an indoor, professional staffed baseball and softball training facility. The facility will have approximately fifteen (15) batting/instruction cages for every aspect of the game, including pitching mounds for pitching/catching training. Four (4) of the batting cages will be dedicated for the use of a state-of-the-art pitching machine.

The training staff will include former professional and college players who will provide lessons, camps and clinics for all age groups.

D-BAT Panama City Beach envisions the development of an on-site café to serve ballpark type food, i.e., hamburgers, hot dogs, pizza, wings, soft drinks and potentially beer and wine in order to accommodate the needs of the players, coaches, families and spectators who will be at the Frank Brown Sports Complex.

The D-BAT location will also have a state-of-the-art pro shop on site powered by Rawlings Company and D-BAT Sports. D-BAT has its own line of apparel, gloves and wood bats. Several major league players use D-BAT wood bats. Rawlings Company has a partnership with D-BAT to provide a pro shop for baseball and softball apparel, training equipment, bats, balls, gloves, uniforms and much more.

Teams and/or individuals can order custom made uniforms, gloves and bats at a very competitive price point.

RHR Ventures believes that a D-BAT Baseball and Softball facility is the perfect complement to and will enhance the opportunities at Frank Brown Park Sports Complex and would become a destination experience in Panama City Beach.

During the most recent lockout between Major League Baseball owners and the players union, both minor league and major league players were training across the country at D-BAT academies as they were not allowed to train at their minor and major league facilities during the lockout.

D-BAT corporate oversees and provides hands-on effort in the development of each of the D-BAT franchises and is well qualified to work together with the local architect and general contractor who will be retained by RHR Ventures.

D-BAT corporate has partnered with several cities with public-private initiatives developing D-BAT locations with city land lease deals including Kerrville, Texas and Bryan, Texas.

A schematic is attached hereto as the original drawing of the proposed D-BAT Panama City Beach location, which is approximately 20,000 square feet, along with a glimpse as to the store front appearance. The café herein described is not included in the current schematic; however, it will be included in updated drafts.

It is expected that the D-BAT location along with parking spaces will need approximately 3.5-4.0 acres.

RHR Ventures, d/b/a D-BAT Panama City Beach is a Florida registered corporation.

Funding for the development of the D-BAT Panama City Beach will be provided through owner financing and a Small Business Administration (SBA) loan for which RHR Ventures has been pre-qualified through D-BAT corporate and Key Bank, a D-BAT partner for the SBA loan.

D-BAT Panama City Beach would have a development target date for a grand opening in November-December 2022, sooner if possible.

The undersigned has read the PCB22-52 Request For Proposals of the Development of 8-Acre Site and attests that he understands the procedures for submission of proposals.

Respectfully submitted this 23rd day of March 2022.



Russell K. Ramey
President/Manager
RHR Ventures, LLC

CONFLICT OF INTEREST STATEMENT

Check one:

To the best of our knowledge, the undersigned Respondent has no potential conflict of interest due to any other clients, contracts, or property interest for this project.
or

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project. This includes and requires disclosure of any officer, director, partner, proprietor, associate or agent of the Respondent who is also an officer or employee of the City or of its boards or committees.

LITIGATION STATEMENT

Check One:

The undersigned Respondent has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

or

The undersigned Respondent, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: RHR Ventures, LLC

SIGNATURE: 

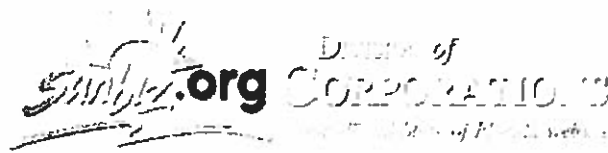
NAME: Russell K. Ramey

TITLE: President/Manager

DATE: MARCH 23, 2022

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

The undersigned, Russell K. Ramey, a member of the Florida Bar and a resident of the City of Panama City Beach, Florida is currently an employee of the City of Panama City Beach as its Hearing Officer.



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
RHR VENTURES, LLC

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