



## AGENDA

### COMMITTEE OF THE WHOLE WORKSHOP BOARD OF COUNTY COMMISSIONERS

Board Chambers  
Suite 100  
Ernie Lee Magaha Government Building - First Floor  
221 Palafox Place

November 12, 2015  
2:00 p.m.

Notice: This meeting is televised live on ECTV and recorded for rebroadcast on the same channel. Refer to your cable provider's channel lineup to find ECTV.

1. Call to Order  
  
(PLEASE TURN YOUR CELL PHONE TO THE SILENCE OR OFF SETTING.)
2. Was the meeting properly advertised?
3. Vacation Rentals by Owner (NO BACKUP PROVIDED)  
(Jack Brown/Alison Rogers - 45 min)
  - A. Board Discussion
  - B. Board Direction
4. Small, Local & Disadvantaged Businesses (NO BACKUP PROVIDED)  
(Commissioner Lumon May/Alison Rogers - 30 min)
  - A. Board Discussion
  - B. Board Direction
5. Warrington Food Truck Court Initiative  
(Tonya Gant/Clara Long - 15 min)
  - A. Board Discussion
  - B. Board Direction
6. Pensacola Beach Large Hotel Units - Condo-hotels  
(Commissioner Grover Robinson/Alison Rogers - 15 min)
  - A. Board Discussion
  - B. Board Direction

7. Community Centers - License and Management Agreements  
(Michael Rhodes/Tonya Gant - 30 min)
  - A. Board Discussion
  - B. Board Direction
  
8. RESTORE Goals  
(Keith Wilkins - 60 min)
  - A. Board Discussion
  - B. Board Direction
  
9. Adjourn

**Committee of the Whole**

3.

**Meeting Date:** 11/12/2015

**Issue:** Vacation Rentals by Owner

**From:** Alison Rogers, County Attorney

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**Information**

**Recommendation:**

Vacation Rentals by Owner (NO BACKUP PROVIDED)

(Jack Brown/Alison Rogers - 45 min)

A. Board Discussion

B. Board Direction

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**Attachments**

*No file(s) attached.*

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**Committee of the Whole**

4.

**Meeting Date:** 11/12/2015

**Issue:** Small, Local & Disadvantaged Businesses

**From:** Alison Rogers, County Attorney

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**Information**

**Recommendation:**

Small, Local & Disadvantaged Businesses (NO BACKUP PROVIDED)  
(Commissioner Lumon May/Alison Rogers - 30 min)

- A. Board Discussion
  - B. Board Direction
- 

**Attachments**

*No file(s) attached.*

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**Committee of the Whole**

**5.**

**Meeting Date:** 11/12/2015

**Issue:** Warrington Food Truck Court Initiative

**From:** Tonya Gant, Director

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**Information**

**Recommendation:**

Warrington Food Truck Court Initiative  
(Tonya Gant/Clara Long - 15 min)

- A. Board Discussion
  - B. Board Direction
- 

**Attachments**

Proposal

Model Analysis

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# Warrington Food Truck Initiative



Escambia County  
Community Redevelopment Agency

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# I. Proposed Site

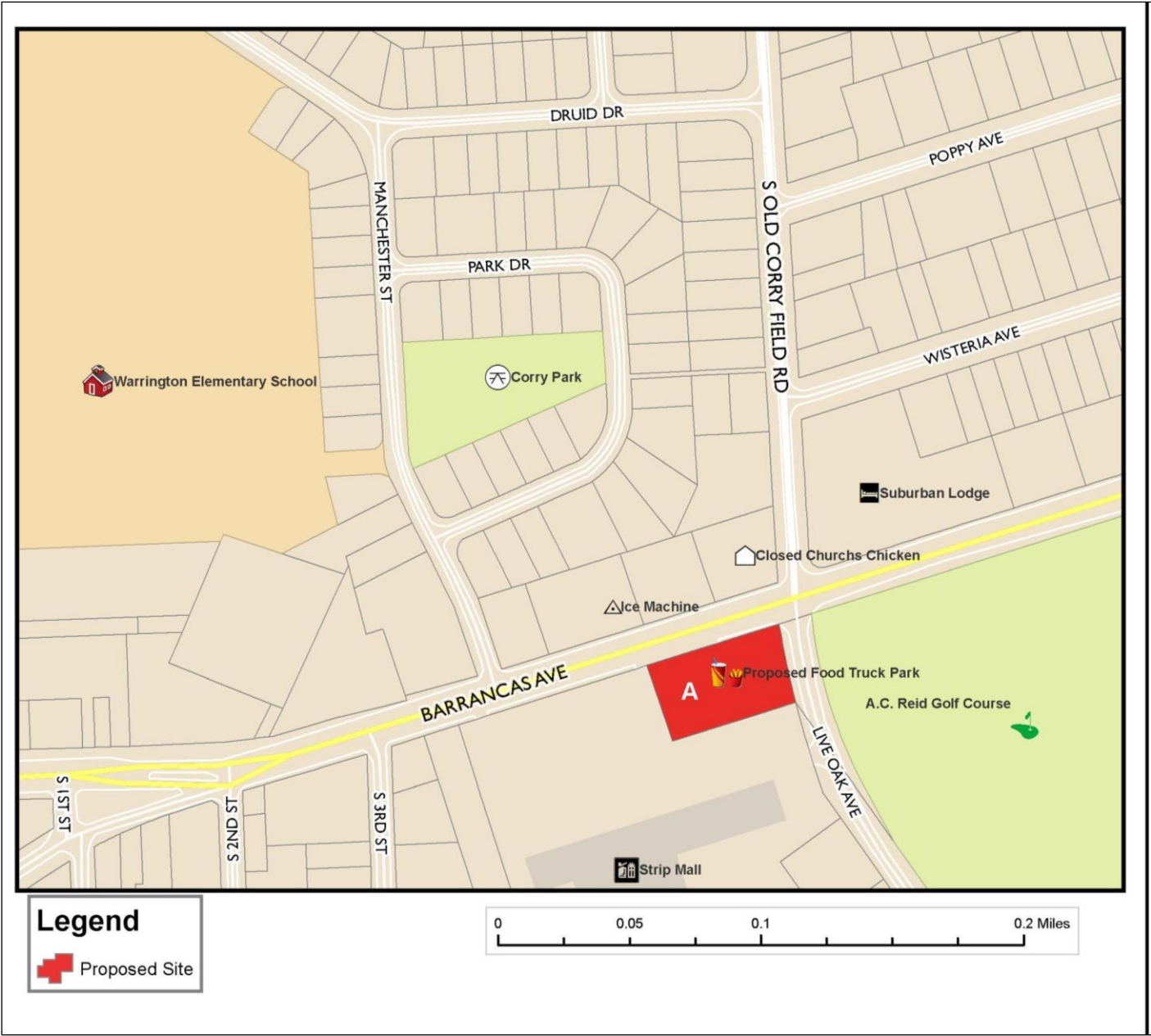
The Escambia County Community Redevelopment Agency proposes to develop a food truck court at 4045 Barrancas Avenue, Pensacola Florida 32507 within the Warrington Redevelopment Area. The proposed site is a 0.9185 acre outparcel of the larger shopping center at the corner of Barrancas Avenue and Live Oak Avenue (See Figure 1 on page 4). A single food truck, Hip Pocket Deli, is currently operating at this location.

The property is currently owned by the owner of the adjoining shopping center, DWC Investment Partnership.

**(See Page 4 for Proposed Site Map)**



Figure 1: Proposed Site



### III. Proposed Site Concept

The Escambia County Community Redevelopment Agency proposes the following improvements to the property located at 4045 Barrancas Avenue to support the aforementioned Warrington Food Truck Initiative:

- **Electrical Hook-up to Support Seven (7) Food Trucks, Pavilion and Site Ambient Lighting**
- **Water and Sewer Hook-up to Support a Restroom Facility**
- **Installation of a 16'X45' Pavilion with Picnic Tables**
- **Installation of 20'X16' ADA Accessible Restroom Facility. Restroom facility would accommodate four (4) users at any given time. A small storage closet is provided at the center of the restroom facility.**
- **Installation of Planter Boxes along the Southern Edge of the Parcel to Define the Pedestrian/Dining Space Away from Vehicular Traffic**
- **Irrigation line for plant maintenance**
- **Parking will be provided in the existing spaces of the shopping center**

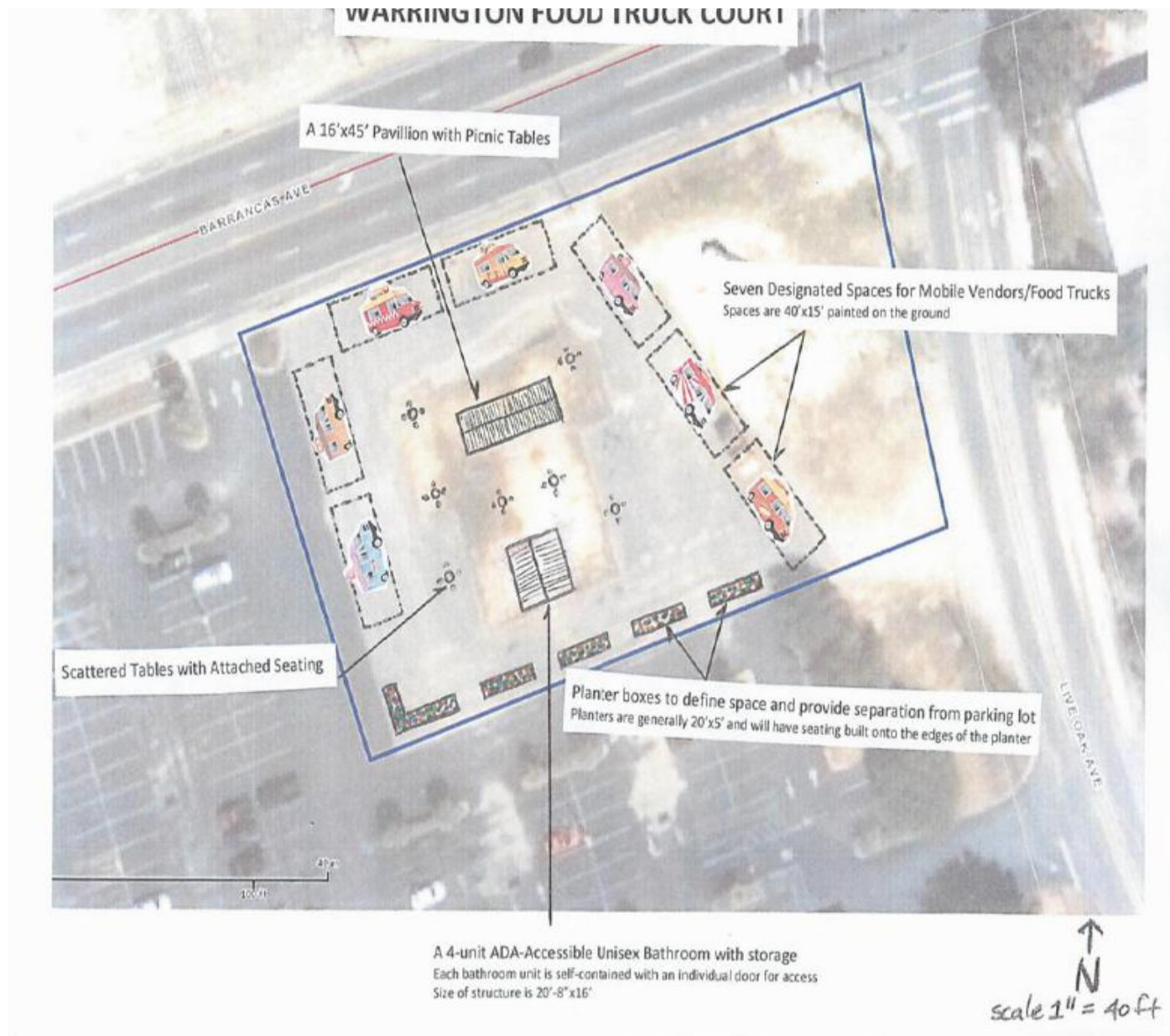
**Additional Improvements Not Included in Site Design:**

- **Trellis for Partial Shade and Aesthetic Improvement**
- **Area Lighting for Food Truck Court**
- **String Lighting Near Tables and Planter Boxes**
- **Outdoor Music/Speaker Set-Up**
- **Small Stage for Musical Performances**

- **Installation of Attractive, Sail-Style Canopy Structure for Shade/Rain Protection, in lieu of pavilion. Structure could provide a defining, unique aesthetic to the site.**
- **Additional Larger Individual Planters and Large Trees Scattered Around the Site or in Cut Sections of Pavement**
- **Play Facility of Children's such as a Small Play Gym, or other Activities and/or Seeding for Green Space**

**(See Page 7 for Site Design Concept)**

Figure 2: Proposed Site Concept



## II. Estimated Costs

- **Lease Fees**

- One (1) Year Lease: \$4,000/mo + 7.5% Sales Tax (\$51,600/yr with Taxes)
- Three (3) Year Lease: \$3,500/mo + 7.5% Sales Tax (\$45,156/yr with Taxes)

- **Maintenance Costs**

- **Parking Lot Maintenance (Shared Cost with Landlord)**
  - Repaving (Every 5 years)
  - Sweeping (Annual)
- **Street Light Maintenance**



Community Redevelopment Agency  
September 2, 2015



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# Prospective Models for Pilot Warrington Food Truck Initiative



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# I. Summary

This document provides a synopsis of six (6) successful food truck "park" and/or "court" models and assesses the feasibility for development of a food truck park within Escambia County Warrington Redevelopment District.

This analysis includes:

- The Warrington Food Truck Park's conformity to Escambia County Community Redevelopment Agency's mission and objectives
- Potential Site(s) for the Warrington Food Truck Park Initiative
- Successful National Food Truck Park Models
- Options for Implementation
- Other Considerations and Next Steps



## II. Introduction

This document has been developed by the Escambia County Community Redevelopment Agency for the purpose of providing a synopsis of successful food truck “parks” or “courts” models which have been developed throughout the nation, and providing a preliminary analysis on how these models could be feasibly incorporated into a successful food truck park establishment within the Warrington Redevelopment District with services provided by Escambia County.

The analysis covers a sample of six (6) successful food truck “park” or “court” models which include the Midway Food Park in Austin, Texas, the Bleu Garden in Oklahoma City, Oklahoma, SoMA STREATFOOD Park, in San Francisco, California, the Atlanta Food Truck Park and Market in Atlanta, Georgia, North Eats in Asbury Park, New Jersey, and Al Fresco, in Pensacola, Florida. The report assesses, as available, park design and operational features, as well as, potential processes, policies and procedures which may be related to leasing, ownership, and/or management arrangements, as applicable.

Food truck parks have been gaining momentum and popularity throughout the nation due to the benefits they provide to local entrepreneurs, their local clientele, and the neighborhoods, and businesses which surround them. An article published in the Smithsonian magazine on May 14, 2015 states, “Advocates of food truck parks say they can revitalize neighborhoods, bring business to little-visited areas and offer dining options where there once were few.”<sup>1</sup> The Escambia County Community Redevelopment Agency is investigating the potential of the development of a food truck park due to the growing consensus that these establishments can provide impactful, yet cost effective, benefits to both local residents and start-up businesses alike, and serve as an asset to the local communities in which they are developed.

The six (6) models which were reviewed were developed based on the platform of private enterprise. No information was able to be located for a public food truck park enterprise, or a public-private food truck park enterprise. Therefore, the platforms discussed in this report would require a certain extent of alteration in order to incorporate public enterprise into the food truck park model.

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<sup>1</sup> Source: <http://www.smithsonianmag.com/ist/?next=/innovation/how-food-truck-parks-are-making-america-more-southeast-asia-180955264/>

### III. Proposed Site Location(s)

The Community Redevelopment Agency has identified several potential site options for the development of the proposed food truck park, as indicated below.



Figure 1: Potential Sites for the Warrington Food Truck Initiative

#### PROPOSED SITE

- **Option 1:** Acquisition or Lease of 4045 Barrancas Avenue (Approx. 1 Acre)

**Google Aerial:** <https://goo.gl/maps/0KP6p>

The parcel located at 4045 Barrancas Avenue within the Warrington Redevelopment District is the original targeted site of the food truck initiative. The property is approximately a one (1) acre outparcel of the adjacent strip mall, owned by DWC Investment Partnership, which exists to the south of the parcel. The parcel borders Barrancas Avenue to the north and Live Oak Avenue to the east, and the adjoining parcel containing the strip mall to the west and south.

## Potential Design Concept for Proposed Site at 4045 Barrancas Avenue



### Improvements based on Potential Design Concept

- Installation of 16'X45' Pavilion (estimated cost \$40,000 - \$45,000) with picnic tables (cost unknown)
- Installation of 20'X16' ADA accessible restroom facility accommodating four (4) users at any given time (estimated cost \$45,000 to \$50,000). A small storage closet is provided at the center of the restroom facility.
- Scattered small tables with attached seating. The small covered tables which are currently onsite could also potentially be used as seating to save on expenses.
- Planter boxes on south side of the parcel to define the boundary of the food truck court. The planters contain attractive plants and flowers and provide a seating surface for guests to set and eat. (Cost unknown. Material structure would determine ongoing maintenance requirements.)
- Seven (7) electrical hookups to support seven (7) food trucks (cost unknown)
- Electrical, water and sewer connection to support restroom facility (cost unknown)

- Irrigation lines for plant maintenance (cost unknown)

#### **Additional Improvements (not included on site design above)**

- Trellis for partial shade and aesthetic improvement
- Area lighting for food truck court (contained within 100% of models)
- String lighting near tables and planter boxes (contained within 100% of models)
- Outdoor music/speaker set-up
- Small stage for musical performances (live performance contained within 67% of models)
- Installation of an attractive, sail-style canopy structure for shade/rain protection, in lieu of pavilion. Structure could provide a defining, unique aesthetic to the site.
- Additional larger individual planters and large trees scattered around the site or in cut sections of pavement
- Play facility for children such as a small play gym or other activities and/or seeding for green space

#### **Proposed Lease Fees**

The property owner has proposed the following lease fee of 4045 Barrancas Avenue:

- One (1) year lease: \$4,000/mo + 7.5% sales tax (\$51,600/yr with taxes]
- Three (3) year lease: \$3,500/mo + 7.5% sales tax [\$45,156/yr with taxes]

#### **ALTERNATIVE OPTIONS**

- **Option 2:** Acquisition or Lease of multiple parcels owned by Universal Realty Investments which include:
  - 4034 Barrancas Avenue [Approx. 0.69 Acres]
  - 4016 Barrancas Avenue [Approx. 0.52 Acres]
  - Park Drive (3 parcels) [Total Acreage: 0.78]

Google Aerial: <https://www.google.com/maps/@30.3889135,-87.273933,117m/data=!3m1!1e3>

The parcels listed above are vacant lots owned by a common owner which are located across the street from the proposed site. These parcels are located within very near proximity to Corry Park, a local neighborhood park containing a walking path, pavilion, and playground, as well as the back entrance to the Warrington Elementary School. The acquisition or lease of these sites could potentially allow for an expansion of the initiative into the adjoining community, and allow for a total acreage which is more closely comparable to other successful national models for food truck parks.

An adjoining parcel located at 4060 Barrancas Avenue is also owned by Universal Realty Investment but currently contains an existing structure. It is unknown at this time whether

or not the structure is occupied. If unoccupied, the structure may be able to be used as a restroom facility, amongst other potential uses.

- **Option 3:** Acquisition and/or lease of property owned by For Cohen Max A U/W/O Trust located at 4010 Barrancas Avenue.

**Google Aerial:** <https://www.google.com/maps/@30.3890454,-87.2729848,104m/data=!3m1!1e3>

The parcel located at 4010 Barrancas Avenue is the former site of Churchs Chicken on Barrancas Avenue. The building is currently unoccupied, and could potentially be used as an expansion of the park listed in Option A, for either parking and/or recreational purposes, or as an expansion of the acreage for Option 2.

**The feasibility of acquisition or lease, and potential design of parcels listed in options 2 and 3 have not yet been established. However, the originally targeted parcel in option 1 is currently listed for sale by Young Blood Real Estate. Appraisals have not been conducted on these parcels; therefore, the feasibility of acquisition cannot be determined at this time.**

## IV. Goals/Objectives

The goals and objectives listed below provide a preliminary overview of outcomes which the Escambia County Community Redevelopment Agency has identified to be conducive to its mission of redevelopment of the Warrington Redevelopment District.

- Establish a catalyst for economic growth and neighborhood engagement within the Warrington Redevelopment District
- Provide a venue for start-up entrepreneurship
- Improve the economic climate for business enterprises located along the Barrancas Avenue and Old Corry Field Road corridors
- Improve the quality of life for residents within the Warrington Redevelopment District
- Regain productive use of currently underutilized real estate
- Promote private reinvestment within the designated Warrington Redevelopment District by providing public enhancements
- Respond to the requests and suggestions provided by the citizens of Escambia County

## V. Successful Models

The establishments listed below provide a diverse overview of successful food truck “park” or “court” operations located in a variety of environments throughout the nation.

### Midway Food Park – Austin, TX<sup>2</sup>

The Midway Food Park located 1905 South Capital of Texas Highway in Austin, Texas, is prime example of a successful, family friendly food truck park establishment, featuring stationary, non-rotating food vendors serving moderately priced fare. The food truck establishment is set-up much like a neighborhood park and features a playground, an abundance of green space for children to play, picnic tables with umbrellas, a modest stage, and live entertainment nights. Additionally, the park is open seven days a week from the time the first vendor opens to the time the last vendor shuts down.



#### Features:

- **Family Friendly**
- **Permits guest to bring their own alcohol- alcohol is not available for sale**
- **Structured like a neighborhood park w/ playground facilities and green space**
- **Uses portable “luxury” bathroom- looks like the bathroom used at the Brownsville Festival**
- **Hours are 7 days a week. Park opens when vendors open and closes when vendor’s close- allows for the park to operate based on traffic flow. Sometimes closed for special events.**
- **Located a busy main road in a relatively suburban environment- large parcels**
- **Food trucks appear relatively uniform**
- **Operation is open during evening hours, and provides free live entertainment**
- **Dog Friendly**
- **Nine (9) vendors provide the following cuisines:**

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<sup>2</sup> Website: [www.themidwayfoodpark.com](http://www.themidwayfoodpark.com); Facebook Page: <https://www.facebook.com/TheMidwayFoodPark>



- **Organic Food**
- **Gourmet Grilled Cheese**
- **Seafood**
- **Tacos (2)**
- **Thai**
- **Korean**
- **Cheesecake**
- **Ice Cream**
- **Website/Social Media:** Main Website, Facebook, Twitter, Instagram, FourSquare, and Tumblr
- **Complaints-** park needs more shade, insects are an issue, vendors are unreliable
- **Complements-** family friendly, playground and green space convenient, people enjoy the BYOB, it's "classy", there is enough parking, good food

**Photos**









### **Bleu Garten – Oklahoma City, OK<sup>3</sup>**

The Bleu Garten, located at 301 Northwest 10<sup>th</sup> Street in Oklahoma City, Oklahoma is the first food truck establishment in Oklahoma City which prides itself on culinary excellence and diversity. The establishment features six (6) rotating gourmet food vendors, a full bar, covered and outdoor seating, fire pits, live entertainment, and movie nights, and is open various hours throughout the week ranging from 11 am to 2 am, and closed on Monday.

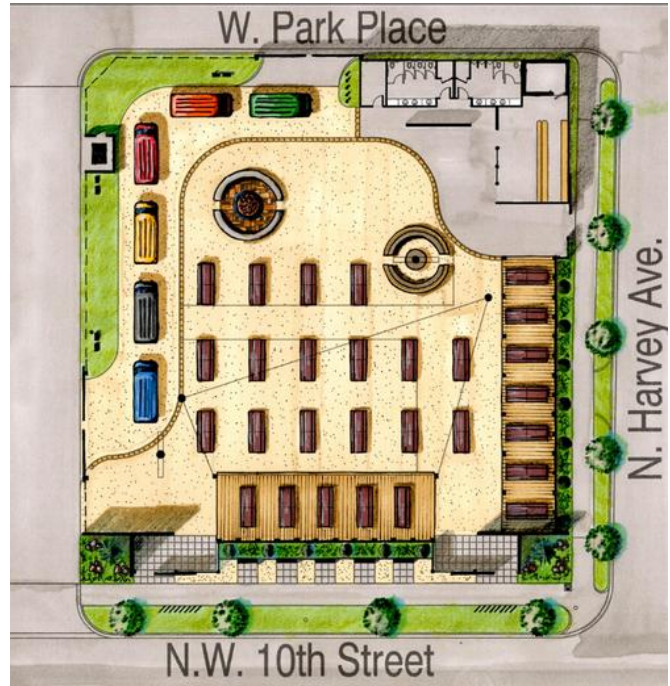
The establishment maintains a website complete with a “food truck schedule” which provides details on which vendors will be on site at what times of the day. Interested vendors are instructed to complete an online form which requests the following information:

- Food Truck Name
- Type of Cuisine
- Top Selling Menu Item
- Size of Truck
- Contact
- Home City
- Email Address
- Phone
- Social Media
- Website

The site is leased from a private property owner called Midtown Renaissance who has agreed to lease the formerly vacant, approximately two acre lot, to local founder and operations manager, Hunter Wheat, for a period of three years as a “short term use” of the property until future long term development can be obtained. The operation is staffed, and claims to provide “clean bathrooms.”

#### **Features:**

- **Six (6) rotating food trucks serving gourmet cuisine**



<sup>3</sup> Website: [www.bleugarten.com](http://www.bleugarten.com) ; Facebook: <https://www.facebook.com/pages/The-Bleu-Garten/253758044786356>

- Full Bar
- Fire Pits, Live Entertainment, TV's/Movie Nights, Giant Jenga, Cornhole
- Covered and Outdoor Seating
- Hours are 7 days a week, and range from 11am to 2 am, closed on Monday. Open year round.
- On the corner of a busy main road on a formerly vacant lot; urbanized environment
- Dog Friendly
- Website/Social Media: Main Website, Facebook, Twitter, Instagram
- Complaints- food trucks not there sometime at prime hours, not enough parking/unmonitored parking, food pricey
- Complements- good food, good "hang-out" spot

## Photos







## **SOMA STREATFOOD PARK- San Francisco, CA<sup>4</sup>**

SOMA STREATFOOD PARK, located at 428 11<sup>th</sup> Street in SOMA San Francisco, California is perhaps one of the most established and meticulously organized food truck parks in the nation, and provides an example of food truck parks may branch out to include a variety of enterprises, including catering, special events, and even supplying food service to public organizations such as schools, and hospitals. The park hosts up to ten (10) rotating food trucks serving varying specialty cuisines as well as carnival games, live entertainment, free WIFI, televisions, beer and wine, and is pet friendly. Since vendors rotate, the establishment's staff post which vendors are scheduled to be in operation during lunch and dinner hours each day. The park is open seven days a week, with hours varying based on the day of the week from 11 am until 9 pm.



The establishment is staffed by eight (8) office employees which include positions such as, vendor and client operations manager, catering and outreach manager, special events and public relations manager, private events and guest experience manager, and brew master, and between six to seven (6-7) additional staff, including a site manager, bus persons, and cleaning staff. The establishment's operation is also supported by a variety of sponsors.

### **Features:**

- **Up to ten (10) food trucks serving varying cuisines**
- **Live entertainment, carnival games, free wifi, televisions**
- **Covered seating, picnic tables with umbrellas**
- **Beer and Wine are served**
- **Pet Friendly**
- **Seating for up to 100 people**
- **Highly urbanized environment**
- **Public parking facilities**
- **7 days a week from 11 am – 9 pm**
- **Website/Social Media:** Main website, Facebook, Twitter, Instagram, Yelp



<sup>4</sup> Website: <http://www.somastreatfoodpark.com/> ; Facebook: <https://www.facebook.com/SoMaStrEatFoodPark>



- Complaints- None
- Compliments- excellent food, clean bathrooms

Photos



## Atlanta Food Truck Park and Market<sup>5</sup>

Atlanta Food Truck Park and Market, located at 1850 Howell Mill Rd in Atlanta, Georgia, is a permanent 3 acre food truck park which was developed on the grounds of an old hotel. The park features up to fifteen (15) rotating food trucks, live music, 1.5 acres of green space with a playground, picnic area, bocce ball court, and lawn for movies and concerts and a farmers and artist market on the weekend.



### Features:

- Up to 15 rotating food trucks
- Covered and open air seating
- Live music, green space, bocce ball, playground, farmers and artist markets
- Privately developed by a food truck owner on a rehabilitated hotel property with help from hired landscapers. Property was purchased.
- Hours vary by season. In summer open 7 days a week with hours ranging from 11am – 9 pm
- Website/Social Media: Main website, Facebook, Twitter, Pintrest
- Complaints- At times very few to no trucks, not enough parking
- Complements- good food, enjoyable music



More Photos- Next page

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<sup>5</sup> Website: [www.atlantafoodtruckpark.com](http://www.atlantafoodtruckpark.com) ; Facebook: <https://www.facebook.com/AtlantaFoodTruckPark>





### **North Eats- Asbury Park, New Jersey<sup>6</sup>**

North Eats, located at 7<sup>th</sup> Avenue on the Asbury Park Boardwalk, is the nation's first waterfront food truck park. The park features six (6) stationary, pre-selected food trucks, and twelve picnic tables located under hanging string lights. The establishment is open seasonally, from 11 am to 9 pm daily, and is monitored and maintained by staff. All food vendors run on electricity to limit noise pollution.



The site was developed and managed by the city's waterfront developer, and retail landlord of the waterfront boardwalk, Madison Marquette. A local financial firm assisted with the landscaping. The state's local food truck association assisted vendors in streamlining the permitting process which included obtaining required health, fire and local permits.

#### **Features:**

- **Six (6) stationary food vendors serving the following cuisines:**
  - **Pork Rolls**
  - **Pizzeria**
  - **Asian Fusion**
  - **Mediterranean**
  - **Peruvian**
  - **Italian Ices and Ice Cream**
- **Oceanfront, outdoor dining- 12 picnic tables**
- **7 days a week from 11 am – 9 pm, summer only.**
- **Website/Social Media:** No website (Just established July 2015), Facebook
- **Complaints- No reviews**
- **Complements- good food**

#### **Photos- Next Page**

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<sup>6</sup> Facebook: <https://www.facebook.com/pages/North-Eats-Asbury-Park/454898161343552>





## Al Fresco – Pensacola, FL<sup>7</sup>

Al Fresco located at 501 South Palafox Street in downtown Pensacola, is a food truck court tied to a brick and mortar establishment, originally Jerry's Cajun Café.

The establishment hosts four (4) permanent food trucks which include Z Taco (tacos and burritos), Gouda Stuff (gourmet grilled cheese), Gunshot BBQ (barbeque), Fusion Cuisine (Asian Fusion) and the brick and mortar, Shux Oyster Bar which features an indoor and outdoor fully stocked bar, and raw oysters, as well as a restroom facility for use by Al Fresco guests.



The food trucks, and Shux Oyster Bar are open various hours, and the operation is managed by Matt Hampton and development and media relations are managed by Michael Carro. The establishment is fully staffed hiring chefs and managers to oversee the establishment's "restaurants."

### Features:

- **Four (4) permanent, stationary food trucks, attached to a brick and mortar structure with restroom facilities**
- **Alcohol is available for sale by the food trucks, and a full bar is available at Shux Oyster Bar**
- **Hours vary by "restaurant"**
- **Located in a highly walk able, urbanized environment**
- **Food trucks are uniform**
- **Managed by operations manager and "restaurant" managers**
- **Website/Social Media:** Main website, Facebook
- **Complaints- slow service**
- **Complements- good food**

### Photos



<sup>7</sup> Website: [www.eatalfresco.com](http://www.eatalfresco.com) ; Facebook: <https://www.facebook.com/AlFrescoFreshAirDining>

## VI. Model Comparison

The table below provides a comparison of the features of the food truck park models covered in Section V.

	Midway Food Park- Austin, TX	Bleu Garten- Oklahoma City	SOMA STREATFOOD PARK- San Francisco, CA	Atlanta Food Truck Park and Market- Atlanta, GA	North Eats, Asbury Park, NJ	Al Fresco, Pensacola, FL
<b># Food Vendors</b>	9	Up to 6	Up to 10	Up to 15	6	5
<b>Permanence of Food Vendors</b>	Mobile but non-rotating	Mobile and Rotating	Mobile and Rotating	Mobile and Rotating	Mobile but non-rotating	Stationary, non-rotating w/ brick and mortar facility
<b>Property Leased</b>	No	Yes-Short Term (3 yrs)	Yes- Long Term (10 yrs)	No	No	Leased?
<b>Property Owned</b>	Yes- Private, Family Owned	No	Unknown	Owned- Private Food Truck Owner	Owned by private developer and retail landlord (oceanfront boardwalk)	Unknown
<b>Environment</b>	Suburban	Urban	Highly Urban	Urban	Suburban	Urban
<b>Land Size</b>	2.0 Acres	2.0 Acres	0.42 Acres	3.0 Acres	2.0 Acres	0.07 Acres
<b>Restroom Facility</b>	Air-Conditioned Portable	Permanent	Rented Air-Conditioned Portable	Permanent	Unknown-likely Boardwalk restrooms	Permanent- Uses brick and mortar establishment
<b>Seating</b>	Picnic tables with umbrellas, Green space	Covered and Outdoor Seating	Covered and Outdoor Seating. Makes use of an old school bus for indoor seating	Picnic Tables with Umbrellas, Green Space	Picnic Tables with Umbrellas	Picnic Tables with Umbrellas
<b>Live Entertainment</b>	Yes	Yes	Yes	Yes	Yes	No
<b>TV's/ WIFI</b>	No	TV's/ Projection	TV's/WIFI	No	No	No
<b>Games</b>	No	Giant Jenga, Cornhole	Carnival Games	Bocce Ball	No	No
<b>Playground</b>	Yes	No	No	Yes	No	No
<b>Green Space</b>	Yes	No	No	Yes	No- Oceanfront	No
<b>Availability of Alcoholic Beverages</b>	BYOB	Full Bar	Wine & Beer	No	No	Full Bar
<b>Dog Friendly</b>	Yes	Yes	Yes	Outside of Food Truck/Dining Area	No	No
<b>Website</b>	Yes	Yes	Yes	Yes	No	Yes

	<b>Midway Food Park- Austin, TX</b>	<b>Bleu Garten- Oklahoma City</b>	<b>SOMA STREATFOOD PARK- San Francisco, CA</b>	<b>Atlanta Food Truck Park and Market- Atlanta, GA</b>	<b>North Eats, Asbury Park, NJ</b>	<b>Al Fresco, Pensacola, FL</b>
<b>Social Media</b>	Facebook, Twitter, Instagram, FourSquare, Tumblr	Facebook, Twitter, Instagram	Facebook, Twitter, Instagram, Yelp	Facebook, Twitter, Pintrest	Facebook	Facebook
<b>Staffing</b>	Unknown	Business owned by private entrepreneur. Operation staffed with bartenders, servers, and bus people.	Business privately owned and operated. Staffed by 6 employees including the owner. Additional support provided by sponsors.	Owned and operated by private business owner. Unknown if additional staffing is utilized. Establishment contracted public relations company.	Owned and operated by boardwalk landlord. Unknown if additional staffing is utilized. Operation opened July 2015.	Managed privately. Operations fully staffed by the Al Fresco business.
<b>Hours of Operation</b>	7 days a week, non seasonal.  Park opens and closes when vendors open and close.	6 days a week, non seasonal.  Hours range from 11am – 2 am.	7 days a week, non-seasonal.  Hours range from 11am – 9 pm	7 days a week, seasonal hours.  Hours range from 11am – 9 pm.	7 days a week, seasonal (summer only)  11am – 9 pm	Hours vary by "restaurant".  Non-Seasonal

## VII. Potential Cost Assessment

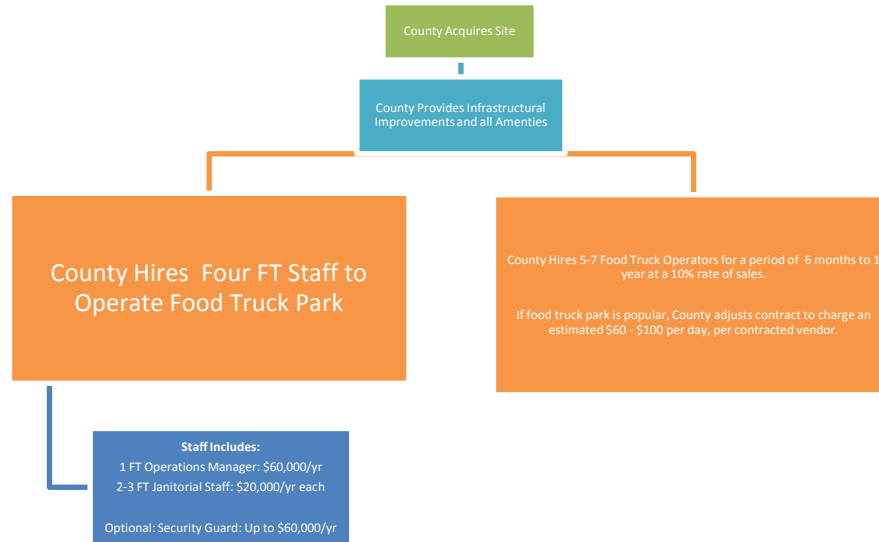
The purpose of this section is to provide an outlook on both short term, and long term, fixed, and ongoing costs associated with operating a food truck establishment.

Potential Costs	Description
Property Acquisition	Dependent on feasibility of property acquisition
Monthly Lease Fee from Private Owner	If property acquisition is not possible, leasing from a private owner may be an option.
Operations/Site Manager	<b>Minimum: 1 FT Position</b> Oversight of individual food trucks for quality assurance purposes, scheduling of staff as needed, customer service, website/social media provisions. Entertainment provisions /scheduling. Public relations?
Staffing	<b>Minimum: 2 FT Grounds Maintenance Staff</b> Daily grounds maintenance, trash removal, busing tables, cleaning tables, floors, restroom maintenance <b>Optional Positions:</b> 1 FT Food Truck Coordinator (for scheduling of rotating platforms only), 1-2 Overnight Security Guards, 1 Public Relations Specialist, Catering/Special Events positions, etc.
Ongoing Grounds Maintenance	Landscaping/Mowing/Pesticide Application/Seeding/Restroom Improvements, etc.
Potential Food Truck Purchase	If food trucks will be uniform, food trucks may need to be purchased. Food truck design can also be included in contractual agreements/solicitations for food truck vendors.
Outdoor Lighting	String lighting
Initial Landscaping / Streetscape Improvements	Beautification of grounds
Parking Lot/ Paving Improvements	Dependent on site selection
Playground	Optional
Splash Pad	Optional
Picnic Tables and Umbrellas	Seating
Covered seating arrangements	Optional
Restroom Arrangements	Can be temporary air conditioned trailer, or a brick and mortar structure.
Infrastructural Improvements	Dependent on site selection- sewer, electric, water, sidewalks, pedestrian access, etc.
Electrical Hookup	Vendors will need to hook up to electric to avoid noise pollution

# VIII. Potential Models for Operation

The following models provide options for operation of the Warrington Food Truck Initiative, given various scenarios:

## 1. Option 1- County Property Ownership & Management



### **FINANCIAL BREAKDOWN:**

**Initial Investment:** Cost of Property Acquisition, Improvements and Site Set Up: Amount Unknown

**Annual Investment (Staffing):** No less than \$100,000/yr

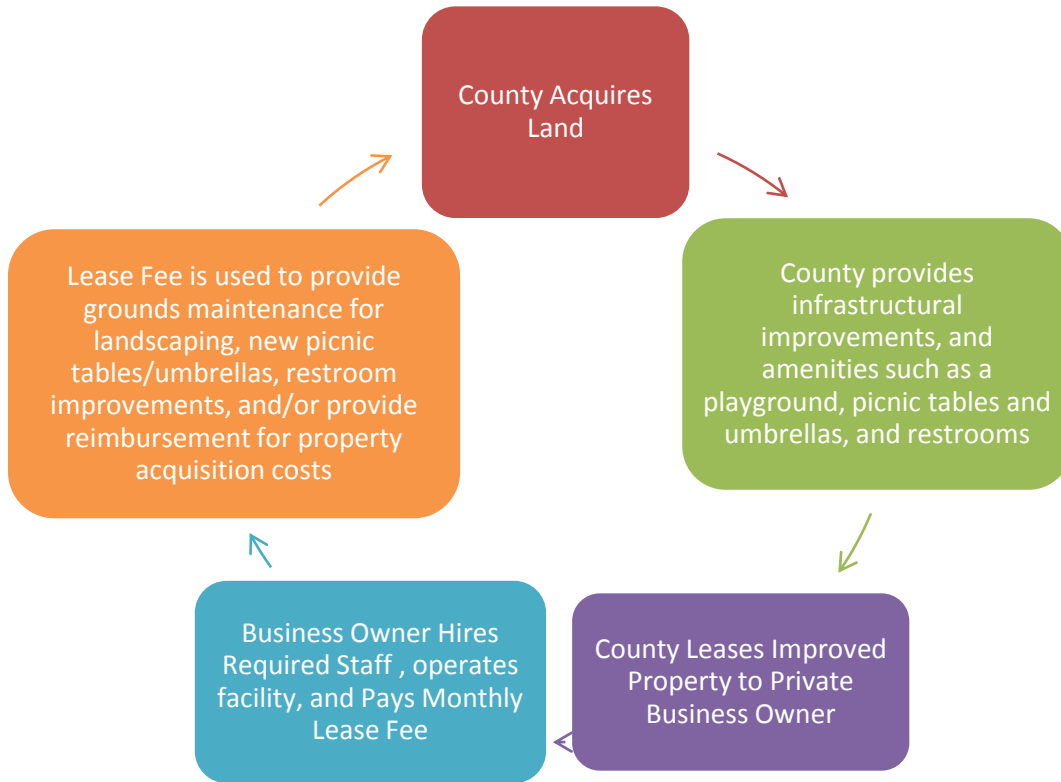
**Annual Revenues (Lease Fees from Food Truck Operators):** \$153,300/yr at \$60/day with seven (7) vendors

**Annual Balance for Grounds Maintenance/Reimbursement of Expenditures:** \$53,300/yr

**Tax Revenues:** No revenues are obtained through property taxes under County ownership, and therefore no return on Tax Incremental Financing (TIF), and/or Local Option Sales Tax (LOST) investments.



## 2. Option 2: County Ownership & Private Entrepreneurial Management



### **FINANCIAL BREAKDOWN:**

**County Initial Investment:** Cost of Property Acquisition, Improvements and Site Set Up:  
Amount Unknown

**County Annual Revenues:** (Lowest restaurant lease rate found in Escambia County = \$1,800/mo) **At a rate of \$1,000 mo lease fee County would make \$12,000 in revenues.**

**Revenues could pay for grounds maintenance and picnic table/restroom/facility up-keep, and reimbursements for expenditures spent on acquisition and set-up.**

**Private Investor Revenues:** At a rate of \$60/day for 7 trucks, a private investor would make \$153,000/yr to pay his own salary and the salary of 2 janitorial staff. Investor could solicit sponsorship to support live entertainment nights, and other gatherings. Private Investor could decide to expand business model to bring in increased revenues, and provide a greater community impact.

**Tax Revenues:** No revenues are obtained through property taxes under County ownership, and therefore no return on Tax Incremental Financing (TIF), and/or Local Option Sales Tax (LOST) investments.

### **Option 2B: County Ownership & Private Management w/ Lease to Own Agreement**

**\*\*\*Tax Revenues can be re-acquired over time by entering into a lease-to-own agreement with private investor.** This scenario would allow greater County control regarding the operation's model and assist in alleviating risk to the County in the immediate short term, but would provide a platform for a return on investment to the County and Community Redevelopment District, and allow for expansion of the food truck model through private enterprise resulting in more impactful economic development.

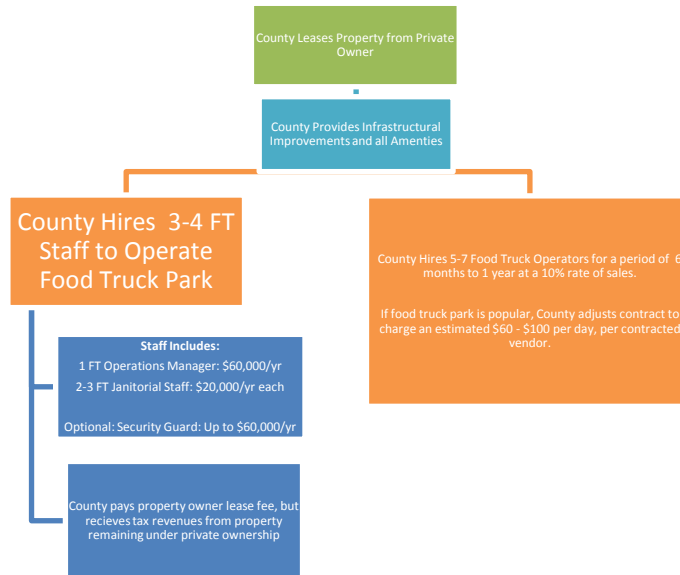
**This scenario may allow for the most productive use of the property, however, feasibility of property acquisition, development and implementation of a lease to own agreement, and procurement standards for selection of a lessee would need to be defined to ensure this option is implementable, and that a transparent process is followed.**

### **Option 2C: County Ownership & Private Management w/ Property Sale**

**\*\*\*Tax Revenues can be re-acquired immediately by selling improved property to a private entrepreneur.** This scenario would allow the County to obtain an immediate return on investment but would substantially limit the County's control over the use of the property for the intended Warrington Food Truck Park purpose. Legalities regarding the County's sale of the property for a defined use are not fully known, and would need to be further investigated to determine the feasibility of this scenario. Additionally, immediate sale of the improved property with the requirement of a defined use may not be a feasible option, entirely.



### 3. Option 3: County Lease from Private Owner & County Management



#### **FINANCIAL BREAKDOWN:**

**County Initial Investment:** Improvements and Site Set Up: Amount Unknown

**County Annual Investment:** Would be defined by the agreement with the property owner [estimated lease \$51,600-\$45,156] + minimum of \$100,000/yr to support operation management

**Annual County Revenues (Lease Fees from Food Truck Operators):** \$153,300/yr at \$60/day with seven (7) vendors

**Annual Balance for Grounds Maintenance and Lease Fees:** \$53,300 [Available for maintenance=\$1,700-\$8,144/yr]

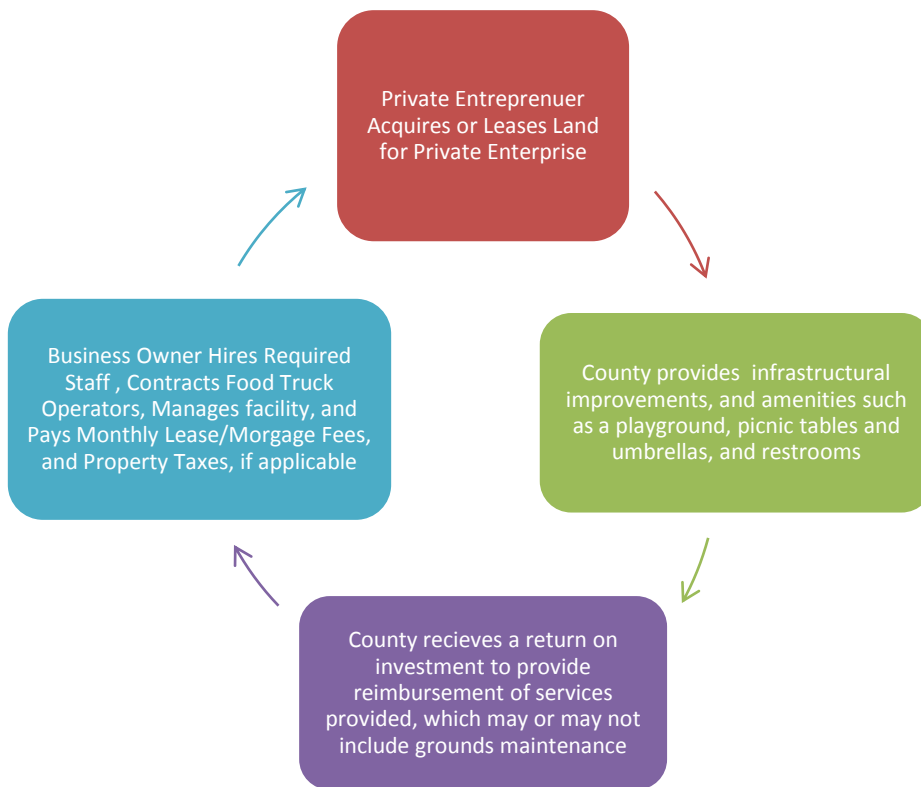
**Tax Revenues:** Tax revenues would continue to be acquired by the County, as the property would remain under private ownership. \*\*\*Tax revenues could be used for ROI purposes, and/or additional operational requirements

**4. Option 4: County provides public services to support Private Commercial Lease from Private Property Owner, or Private Sale to Private Entrepreneur**

- **Private Investor Leases Property from Private Property Owner (50% of Models)**
- **Private Investor Purchases Property from Private Property Owner (50% of Models)**

**Potential Public Services:**

- **Installation of Utilities & Infrastructure, as needed**
- **Landscaping/Fencing & Maintenance**
- **Technical Support**



This scenario would ensure that the County continues to receive tax revenues on property but may not allow the County very much control over the implementation process. Additionally, the County may come under scrutiny as a procurement process would not be able to be carried out to ensure a fair selection process of the entrepreneur who would receive the benefits provided by the County, as the property is not County owned.

If the benefit was to be provided to the recipient in the form of a grant, the County could likely write into the grant's contract that the services provided are to support the defined food truck park operation, and that if at any time, during the contractual agreement

period, that the use of the property was to change from the intended use, that all funds expended would become due and payable by the recipient. However, this type of agreement may not incentivize much private interest due to the risk of the business's failure, and would not allow the County much involvement in the business model of the food truck park operation.

## VI. Feasibility Analysis

Based on the six (6) successful food truck park models listed within this document and correspondence with business owner, Carlos Muela, of SOMA STREATFOOD PARK in San Francisco, California, the most basic, grassroots model of a successful requires:

- Food Trucks
- Development of Space for Target Market
- A minimum of 3-5 full time employees which include an operations or site manager, 2-3 full time janitorial/bus staff, and an optional FT overnight security guard
  - If trucks will rotate, management would need to add an additional full time coordinating position to ensure proper scheduling, and parking of food vendors

Statistics based on surveyed models:

- **Vendor Rotation:** 50% Rotate, 50% Don't
- **Food Truck Mobility:** 83% are Mobile, 17% are not
- **Property Ownership:** 50% are Leased/50% are Owned
- **Enterprise Type:** 100% are private enterprises
- **Seating:** 100% provide picnic tables with umbrellas, 33% provide covered seating
- **Lighting:** 100% provide outdoor lighting- mostly string lighting
- **Entertainment:** 100% provide live entertainment, 50% provide games. 33% provide a playground, and green space.
- **Land Size:** 67% are 2.0 acres or greater
- **Alcohol:** 67% allow/serve alcohol, 33% do not
- **Website:** 67% have an independent website
- **Social Media:** 100% utilize social media resources
- **Pet Friendly:** 67% are pet friendly
- **Hours of Operation:** 83% are open 7 days a week. Hours range from 11am – 2am.

Based on the information gathered, a majority of establishments host no less than six (6) food trucks provide modest picnic table seating, string lighting, a diverse array of cuisine, and live entertainment. 50% appear to target the younger bar crowd, but make strides to also be family friendly, while 50% seem to target the professional and family crowds or are neutral in their target market.

Mr. Muela, mentioned above, suggested that from a grassroots perspective, and based on his experience of owning and managing a successful food truck park in San Francisco, California, that first-time food truck park organizers need to be aware that food truck vendors are likely to be weary of commitments which may be integral to beginning a non-rotating food truck operation. As a caveat, he stated that it is far more complex to run a rotating food truck park, requiring additional staff, and a substantial food truck inventory, than a non-rotating establishment. He suggested, that land be acquired or leased, and improved, and that non-rotating vendors be contracted based on a percentage of their sales, for a period between 6 months to 1 year, as most vendors will not agree to commit for a longer term than that. Once success is proven, a flat rate fee can be applied- he charges between \$60 - \$150 per day per vendor depending on shift, these rates would need to be adjusted based on the total number of regional food trucks, and Escambia County lease rates.

Mr. Muela also emphasized that the ambiance of the food park is a contributing factor to its success, and that developing the space in such a way that it is reflective of a park will allow the community to take advantage of the space for more than one purpose.

Currently, the feasibility of the Warrington Food Truck Initiative is heavily dependent on the following:

- Feasibility of Site Acquisition or Lease
- Site Selection
- Feasibility of Management of Operation by Escambia County
- Feasibility of Management of Operation by Private Enterprise

#### **Feasibility of Site Acquisition or Lease**

Currently, several sites exist along the Barrancas Avenue, and Old Corry Field Road corridors which could provide opportunities for acquisition and redevelopment by the County.

**Additional contact needs to be made with the property owners of the potential sites to determine their sale or lease potential, and cost.**

#### **Site Selction**

The selection of the food truck park site is critical to the feasibility of the initiative as it defines the revenue potential of the project as well as the amount of investment that will be required to improve infrastructure, install restrooms, etc. The targeted site located at 4045 Barrancas Avenue, to the south of Barrancas Avenue, covers an approximate area of one (1) acre which is about 50% (or more) less space than 67% of the models reviewed. However, contiguous parcels across the street can be combined to create a

total area of approximately 2.50 acres, a size which is more comparable to the majority of food truck park models.

Alternatively, if sites north of Barrancas Avenue can feasibly be acquired, the project's revitalization potential could be expanded to include an initiative for a multiuse development on these sites, and the development of the Warrington Food Truck Park Initiative on the targeted site adjacent to the strip mall.

This design would provide a direct clientele for the food truck establishment, result in a major appreciation in property taxes to support the food truck initiative and further redevelopment along the Barrancas Avenue- Old Corry Field Road corridors, and increase the use of the nearby Corry Field Park.

**To determine the feasibility of acquisition and/or lease of a future site to support the Warrington Food Truck Park Initiative, Escambia County must provide additional outreach to the property owners of targeted sites to determine their availability for sale and/or lease, and further define cost scenarios.**

#### **Feasibility of Operation by Escambia County**

In order for the food truck park to be operated by Escambia County, the county will either need to contract a management company to provide staffing to run the facility, or hire individual staff to manage and maintain the operation. The total minimum cost to operate the facility is estimated at \$100,000 per year in staffing wages, which is likely to be higher in the event that a management company is hired.

As the establishment will need to gain momentum in order to drive vendor commitment, and generate revenues, the source of funding to support the staffing for this project is undetermined at this time. If successful, however, the project could generate enough revenues to support staffing, and grounds maintenance once established.

Due to the government's position as a public body, limited promotion ability through social media and independent website avenues may limit the success of the food truck park if it was to be managed by the County. Many establishments reviewed in this report have hired public relations staff, and or firms to manage their social media accounts such as Facebook and Twitter, and web pages. Additionally, the expansion, and thus success, of the operation may also be limited, as operational managers would be limited to the processes, policies and procedures of the County, and may be less motivated to promote expansion due these constraints, and fixed salary arrangements.

**In conclusion, the operation of the Warrington Food Truck Operation by Escambia County is potentially feasible, but may have a limiting impact of the success and scope of the initiative. The success of the food truck park platform is fundamentally based on the creative, unique, and efficient operational qualities of the establishment, and appears in all models represented to be driven by the vision, passion and entrepreneurial spirit of the developer.**



### **Feasibility of Operation by Private Enterprise**

In order for Escambia County to achieve the development of the Warrington Food Truck Initiative through a private party, the County would either need to acquire an appropriate site, and lease or sell the site to the private enterprise, or incentivize the acquisition or lease of private property by a private enterprise for the purpose of the intended use. The latter option would like be far more complicated, and subject to County to more scrutiny than the former, due to inability to implement a fair, and transparent procurement process, and potential ability to obtain a dedicated entrepreneur given business start-up risks. The former option would give the County far more control in implementing the park's design, and operation that the latter option, minimize risk associated with business start-up for the contracted entrepreneur, and could allow the County to eventually recover tax revenues, with a lease to own option. In addition, the former model could contribute to substantial economic development in the event that the business model is successful, and expanded in scope, contributing to increased job creation opportunities, and business of nearby commercial enterprises.

As the proposed concept has not been openly released to the public, interest from private investors cannot be gauged at this time. However, 100% of the reviewed food truck park models are owned and/or operated by private enterprises, this model would likely be the most ideal and successful platform for this establishment.

The County could incentivize the development of a privately operated food truck park by leasing an affordable site, and providing infrastructural improvements and biweekly or monthly maintenance to a passionate private investor for a specified period of time by contract.

This platform would allow for the County to receive a return on investment on the property's acquisition and improvements, provide a public service by supplying maintenance, contribute to private economic development and job creation, and encourage the expansion of the establishment.

**To determine the full scope of feasibility of this platform, additional research must be conducted into the legal scope, and purview of County in entering into an agreement with a private enterprise for a defined use, determine the feasibility of a lease to own option, and determine procurement standards for the selection of interested parties.**

## X. Additional Considerations

- **Escambia County Ordinance**

To encourage the development of food truck park operations, Escambia County could approve an ordinance to limit the operation of food trucks to private property, except where exempted by the BCC. This platform has been adopted nationally as a means of limiting the operation of food trucks on County right of ways, and sidewalks and has contributed to the development of new business models in the form of contracting firms which schedule food trucks at private locations for a fee.

- **Food Truck Vendor Required Documents<sup>8</sup>:**
  - **Proof of Registration with the Florida Department of Motor Vehicles**
  - **Copy of Automobile Insurance for Mobile Food Truck**
  - **Copy of Commercial General Liability Insurance**
  - **All approvals, inspections, and certificates required by the Florida Department of Business, and Professional Regulation Division of Hotels and Restaurants**
  - **All approvals, inspections and certificates required by the Pensacola Fire Department**
  - **Photo of food truck**
  - **Copy of Florida Drivers License**
  - **Occupational Licenses from the Escambia County Tax Collectors Office**

*Established food truck associations or coalitions have assisted food truck operators in obtaining required permits for other food truck operations. Although a food truck coalition could not be identified in Escambia County, many exist throughout the state of Florida. Escambia County could assist in facilitating the development of a food truck coalition in Escambia County to support this initiative.*

**Other Suggested Documentation**

- **Formal contract and/or license agreement**
- **County Permit:** Would require the development of an application process for mobile food vendors, but could provide revenue to support food truck establishments, and/or control food truck operations in Escambia County.

## XI. Next Steps

The steps listed below are critical to determine the feasibility and scope of the Warrington Food Truck Initiative:

- Additional outreach to property owners of potentially targeted property
- Conduct property appraisals, and/or discuss negotiations, as appropriate
- Determine the laws, standards, and risks associated with contracting employees to facilitate the operation of a food truck park establishment and/or the lease and/or sale of property to a private entrepreneur/investor
- Determine feasible budget parameters

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<sup>8</sup> As defined in the City of Pensacola's pilot permit application for mobile food vendors operating within the City of Pensacola.

**Committee of the Whole**

**6.**

**Meeting Date:** 11/12/2015

**Issue:** Pensacola Beach Large Hotel Units - Condo-hotels

**From:** Alison Rogers, County Attorney

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**Information**

**Recommendation:**

Pensacola Beach Large Hotel Units - Condo-hotels  
(Commissioner Grover Robinson/Alison Rogers - 15 min)

- A. Board Discussion
  - B. Board Direction
- 

**Attachments**

Ordinance No. 2007-38

LDC - Sec. 4-7.7 Condo-hotels

LDC Definitions for Condo-hotel, Hotel & Motel

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7/19/2007 5:48 pm P.H

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 3, "DEFINITIONS" SECTION 3.00.01 "HOTELS AND MOTELS"; PROVIDING NEW DEFINITIONS/REQUIREMENTS FOR CONDO-HOTELS OR CONDOTELS, EXCHANGE COMPANY, HOTELS, MOTELS AND LODGING UNITS; LIMITING THE NUMBER OF HOTEL, MOTEL OR CONDOTEL UNITS LARGER THAN 850 SQUARE FEET THAT MAY BE APPROVED ON PENSACOLA BEACH; INCREASING THE ALLOWABLE TIME FOR OWNER OCCUPANCY OF CONDOTELS FROM TWO (2) WEEKS TO TWELVE (12) WEEKS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

**Section 1.** Part III of the Escambia County Code of Ordinances (1999) the Land Development Code of Escambia County, as amended, Article 3, "Definitions," Section 3.00.01 is hereby amended as follows:

**3.00.00 Definitions.**

**3.00.01 Usage.**

...

~~Hotels and motels. For purposes of zoning district authorization and performance standard review only, this is a building or other structured used, maintained, or advertised as a place where rooms are clearly and primarily offered on a short term or transient basis for sleeping or living accommodations and which may include accessory uses related to guest service and convenience. Evidence shall include a check-in counter, signage and licensure by the state as a "transient establishment." All units shall be rented on a daily or weekly basis, and in the case of a condominium-financed hotel,~~

Verified By: *Dhanu*  
Date: 7/24/2007

~~the owner shall not reside in the unit for more than two weeks in any calendar year (to be included in the condominium documents).~~

**Condotel or condo-hotel:** Is any hotel or motel, as defined in this section, whereby the individual hotel/motel units are under a condominium form of ownership. However, the common elements shall not be subject to the control of the individual unit owners, owners' association or board of directors but rather, the person or corporation which operates the hotel/motel. In addition to meeting the general requirements of the definitions of hotel or motel set forth in this section, a condotel must also satisfy the following additional requirements:

1. Be permanently dedicated in its entirety to the complete control and management of a single person or corporation which operates hotel or motel;
2. Contain no dwelling units and contain only individual hotel/motel units (one or more rooms designed, occupied or intended for sleeping purposes by a transient guest or guests) which are permanently and wholly dedicated to rental to the public for transient occupancy on a full time basis by the hotel/motel operator, provided, however that, an owner of an individual unit in a condotel may be permitted to occupy the unit without rental charge for up to twelve (12) weeks in any calendar year; provided further that when not owner occupied, the unit(s) shall be made available to the public by the operator, for short term transient rentals of less than thirty (30) days;
3. Be advertised and appropriately marked with signage appropriately identifying the condotel as a hotel or motel;
4. Be served by singly metered utility services with a central telephone system and a central television system serving all individual units;



5. Be created, sold and maintained under documentation in compliance with state of Florida requirements relating to condominium declaration, by-laws, sales brochures, and pre-construction agreements;

6. The operator shall be directed by the owners' association or board of directors to make the guest register available for inspection during business hours by Escambia County and its authorized agents, officers and employees to verify compliance;

7. The operator shall be directed by the owners' association or the board of directors to provide access to all rental records, tax receipts or other documents and records necessary to allow Escambia County and its authorized agents, officers and employees to verify compliance with the requirements of this provision;

8. The operator shall be directed by the owners' association or board of directors to retain the records referred to in 6 and 7 above, for a minimum of five (5) years.

9. Condotel units which are offered in fractional shares must have all unoccupied units available for daily transient rental by the operator or an exchange company.

**Exchange company** means any person owning or operating, or owning and operating, an exchange program as defined in Section 721.05 (16), Florida Statutes.

**Hotel:** Any state licensed public lodging establishment, recognized as a hotel in the community in which it is situated or by the hospitality industry, that contains sleeping units (room or suite) accommodations for twenty-five (25) or more guests for public rental on a daily or weekly basis; has a central, internal lobby; contains and maintains standardized furniture, furnishings and décor in all individual sleeping units; provides

daily room cleaning and linen changes on a daily or less frequent basis if agreed to by its guests; and may have the following: meeting rooms, incidental retail sales and commercial services, central kitchen facility, dining rooms, restaurants, lounges, office areas, swimming pools, recreational facilities, spas and fitness/exercise areas and other similar services and amenities intended principally as services for registered guests.  
Due to the unique characteristics of Pensacola Beach, the number of large rooms (defined as those greater than 850 square feet) is limited to no more than 726 additional hotel or motel units which is 30% of the remaining hotel/motel capacity, excluding projects currently under development, as of the date of this ordinance.

**Motel:** Any public lodging establishment which offers rental units with an exit to the outside (outdoors) from each rental unit; offers daily or weekly rates; has off-street parking for each unit; has a central office on the property with specified hours of operation; contains a bathroom or connecting bathroom for each rental unit; has a minimum of six (6) rental units; and which is recognized as a motel in the community in which it is situated or by the hospitality industry. Due to the unique characteristics of Pensacola Beach, the number of large rooms (defined as those greater than 850 square feet) is limited to no more than 726 additional hotel or motel units which is 30% of the remaining hotel/motel capacity, excluding projects currently under development, as of the date of this ordinance.

**Lodging units.** ~~Perdido Key only. See definition of hotels and motels.~~ Units in public lodging establishments that are rented to the public on a daily or weekly basis. Such units shall include those in hotels, motels and condotels.

## **Section 2. SEVERABILITY.**

It is declared the intent of the Board of County Commissioners that if any subsection, clause, sentence, provision or phrase of this Ordinance is held to be invalid

or unconstitutional by a Court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

**Section 3. INCLUSION IN THE CODE.**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Escambia County Code; and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 4. Effective Date.**

This Ordinance shall become effective upon its filing with the Department of State.

DONE AND ENACTED this 19th day of July, 2007.

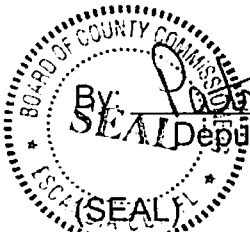
BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

Date Executed

7-25-2007

By: Kevin W. White  
Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court



By: Patricia M. Cotton  
Deputy Clerk

This document approved as to form and legal sufficiency

By: Grant Bender  
Title: County Attorney  
Date: July 24, 2007

ENACTED: July 19, 2007  
FILED WITH DEPARTMENT OF STATE: July 26, 2007  
EFFECTIVE: July 26, 2007

**Sec. 4-7.7 Condo-hotels.**

**General.** A hotel or motel under a condominium form of ownership (condo-hotel or condotel) shall contain only individual lodging units permanently dedicated to full-time public rental for transient occupancy and be entirely under the control, management and operation of a single entity. The management may, however, permit the owner of an individual unit to occupy the unit without rental charge for up to 12 weeks in any calendar year, provided that when not owner-occupied the unit is made available to the public by the operator for short-term transient rentals of less than 30 days. A condo-hotel shall also satisfy the following requirements:

- (1) The facility is advertised and appropriately marked with signage identifying the condo-hotel as a hotel or motel.
- (2) The facility is served by singly metered utility services and has central telephone and television systems serving all individual units.
- (3) The operator shall be directed by the owners' association or board of directors to make the guest register available for inspection during business hours by authorized agents, officers and employees of the county to verify compliance.
- (4) The operator shall be directed by the owners' association or the board of directors to provide access to all rental records, tax receipts or other documents and records necessary to allow authorized agents, officers and employees of the county to verify compliance with the requirements of this provision.
- (5) The operator shall be directed by the owners' association or board of directors to retain the records referred to above, for a minimum of five years.

Condo-hotel units that are offered in fractional shares must have all unoccupied units available for daily transient rental by the operator or an exchange company.

**Compatible.** A condition in which land uses, activities or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use, activity, or condition is unduly negatively impacted directly or indirectly by another use, activity, or condition.

**Comprehensive Plan.** The Comprehensive Plan of Escambia County (Part II, Escambia County Code of Ordinances) prepared by the local planning agency and adopted by the Board of County Commissioners according to Florida Statutes, and any subsequent amendments to that plan.

**Concurrency.** The condition or circumstance that, at the time new demands are placed on public facilities, facility capacities will meet or exceed the adopted level of service (LOS) standards.

**Conditional Use.** A use that, because of its special requirements or characteristics, may be allowed in a particular zoning district on a specific site only after the Board of Adjustment confirms compliance with all conditions prescribed by the LDC as necessary to ensure compatibility with surrounding existing or permitted uses.

**Condominium.** A form of ownership of real property, created according to Florida Statutes, which is comprised entirely of units that may be owned by one or more persons, and in which there are jointly owned and shared areas and facilities.

**Condo-hotel or condotel.** A hotel or motel under a condominium form of ownership, containing only individual lodging units permanently and wholly dedicated to full-time public rental for transient occupancy, and permanently dedicated in its entirety, including all common elements, to the complete control, management, and operation of a single person or corporation. Such management may, however, permit the owner of an individual unit to occupy the unit without rental charge for limited periods within a calendar year.

**Conforming use.** Any use of land or structures that complies with all applicable regulations of the LDC and the Comprehensive Plan.

**Construction.** The act of building, filling, excavation, or substantial improvement in the size of any structure or the appearance of any land. When appropriate to the context, the term "construction" refers to the act of construction or the result of construction and may include vertical or horizontal improvements to land or structures.

**Construction and demolition debris.** Discarded materials regulated by the state as construction and demolition debris, generally considered to be nonhazardous and not water-soluble in nature, including steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure; and rocks, soils, trees, and other vegetative matter that normally results from land clearing or land development operations. The term "construction and demolition debris" does not apply to any mixture of construction and demolition debris with other types of solid waste.

**Construction sign.** A temporary sign erected on the premises on which construction is taking place, during the period of such construction, indicating the names of the architects, engineers, landscape architects, contractors or similar artisans, and the



2. Designated as historic property under an official municipal, county, special district, or state designation, law, ordinance or resolution either individually or as a contributing property in a district.
3. Determined eligible by the Florida State Historic Preservation Officer for listing in the National Register of Historic places, either individually or as a contributing property in a district.

**Historic sign.** Any sign officially designated historic by the appropriate federal, state or local historic entity or otherwise considered to be a local landmark by the board of adjustment.

**Holiday decorations.** Temporary signs and decorations, clearly incidental to, and customarily and commonly associated with, any national, local or religious holiday

**Home-based business.** An activity carried out for the purpose of monetary gain by one or more residents of a single-family dwelling and conducted as an accessory use within the dwelling or its accessory structures at a greater scale or intensity than a home occupation according to the requirements of the LDC for such uses.

**Homeless shelter.** A non-residential facility providing temporary housing and assistance on a nonprofit basis to indigent, needy, homeless, or transient persons. Assistance provided may include food, counseling, vocational training, and religious instruction.

**Home occupation.** An activity carried out for the purpose of monetary gain by one or more residents of a dwelling unit and conducted as an accessory use within the dwelling unit or its accessory structures according to the requirements of the LDC for such uses.

**Hospice facility.** A state licensed facility operated by a hospice to provide a continuum of palliative and supportive care for terminally ill patients. Hospice facilities do not include long term care facilities, hospitals or other facilities licensed under other state statutes.

**Hospital.** An establishment that offers services more intensive than those required for room, board, personal services, and general nursing care; offers facilities and beds for use beyond 24 hours by individuals requiring diagnosis, treatment, or care for illness, injury, deformity, infirmity, abnormality, disease, or pregnancy; and regularly makes available at least clinical laboratory services, diagnostic X-ray services, and treatment facilities for medical treatment as required by the state. The term "hospital" excludes medical clinics that only provide diagnostic and outpatient care.

**Hotel.** A public lodging establishment which contains sleeping room accommodations for 25 or more guests, has an interior lobby with specified hours of operation, offers daily or weekly rates, provides primary access to units from the building interior, provides customary lodging services such as daily room cleaning and linen changes, and is recognized by the hospitality industry as a hotel. Full service hotels may provide meeting rooms, restaurants and lounges, entertainment, personal services, swimming pools, retail shops, and other facilities and services incidental and subordinate to the principal public lodging use. Resort hotels catering to the tourist and vacation industry often provide a wider variety of recreational amenities. Extended stay hotels catering to



guests who need lodging for at least five nights offer more apartment-like accommodations and amenities.

**Household.** One or more individuals occupying a dwelling unit as a single housekeeping unit, with common access to and use of all areas for living, sleeping, eating, cooking and sanitation within the unit. A household does not include any society, club, fraternity, sorority, team, or similar association of individuals; or individuals in a group living arrangement; or any occupancy other than of a dwelling unit.

**Household living.** Residential occupancy of a dwelling unit by a household on a monthly or longer basis. Household living includes household occupancy of all forms of dwellings and households that provide special services, treatment, or supervision such as community residential homes, family foster homes, and adult family-care homes. Household living does not include any group living arrangement, any occupancy other than of a dwelling unit, or any public lodging.

**Hunting club.** An area of land reserved for public or private hunting of wildlife and accessory structures in support of those activities.

**Hunting preserve.** An area of land where captive-raised native and non-native game animals are released and hunted as authorized by state regulations.

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**Identification sign.** A sign giving the name, and/or address of a building, business development or establishment on the premises where it is located. Also known as name plate sign.

**Illuminated sign.** A sign lighted by or exposed to artificial lighting either by lights on, or in the sign, or directed towards the sign.

**Impervious surface.** Any surface that does not allow or only minimally allows the infiltration of water. Such highly impermeable surfaces include structure roofs, regular concrete and asphaltic pavements, and other surfaces for which runoff coefficients no less than 0.90 are typically used for stormwater management calculations.

**Impervious surface ratio.** An objective measure of the intensity of land use determined by dividing the total area of all impervious surfaces covering a lot by the total area of the lot.

**Improvement.** Any manmade permanent item, fixture, or facility that becomes part of, is placed upon, or is affixed to real property, including structures, street and alley pavements, curbs and gutters, walkway pavements, water supply mains, sanitary sewers, storm sewers or drains, permanent signs, landscaping, and permanent reference monuments and control points.

**Industrial-related activity.** An activity in support of or accessory to industry.

**Industry or industrial use.** A use in which the primary activity is the manufacture of materials or products, including their fabrication, assembly, rebuilding, treatment, processing, finishing, extraction, reduction, and bulk storage. Industry or industrial use may be further characterized as either of the following:



**Motel.** A public lodging establishment which offers at least six rental units and daily or weekly rates; has a central office on the property with specified hours of operation; provides each rental unit with a bathroom or connecting bathroom, an exit to the outside, and off-street parking; and is recognized as a motel by the hospitality industry. Motels may provide facilities and services incidental and subordinate to the principal public lodging use.

**Motorsports facility.** A closed-course speedway or racetrack designed and intended for motor vehicle competition, exhibitions of speed, or other forms of entertainment involving the use of motor vehicles, including motorcycles. For these purposes, a closed course is a prescribed and defined route of travel that is not available at any time for vehicular access by the general public and is closed to all motor vehicles other than those of participants.

**Motor vehicle.** Any self-propelled vehicle not operated upon rails or a guideway and designed primarily for the transportation of persons or property along public streets. Motor vehicles include automobiles, vans, motorcycles, buses, trucks, and recreational vehicles, but do not include bicycles, motorized scooters, mopeds, or farm and construction equipment.

**Motor vehicle service and repair, major.** General repair, rebuilding or reconditioning of motor vehicles, engines, or trailers, including body work, frame work, welding, and painting.

**Motor vehicle service and repair, minor.** The repair, servicing or replacement of any part of an automobile, van, light truck (gross vehicle weight rating no more than 8500 lbs), motorcycle, recreational vehicle or other consumer vehicle that does not require the removal of the engine, engine head or pan, transmission, or differential, and does not include painting and body work. Minor services and repairs include cooling, electrical, fuel and exhaust systems; suspensions, brakes, wheels and tires; oil and lubrication; and upholstery, trim and accessories.

**Moving or animated sign.** Any sign or part of a sign which changes physical position by any movement or rotation.

**Multi-faced sign.** A sign composed of sections which rotate to display a series of advertisements, each advertisement being displayed for at least five seconds continuously without movement and the movement of the sections between displays being not more than two seconds.

**Multi-tenant development.** Any shopping center, office complex, business park or other non-residential development in which two or more occupancies abut each other or share common parking facilities or driveways or are otherwise related on a development parcel.

**Mural.** A painting or other graphic art displayed on the facade of a building generally for the purposes of decoration or artistic expression.

- N -

**Name plate sign.** See "Identification sign."

**Committee of the Whole**

7.

**Meeting Date:** 11/12/2015

**Issue:** Community Centers - License and Management Agreements

**From:** Michael Rhodes, Dept Director

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**Information**

**Recommendation:**

Community Centers - License and Management Agreements  
(Michael Rhodes/Tonya Gant - 30 min)

- A. Board Discussion
  - B. Board Direction
- 

**Attachments**

Draft Agreement

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**COMMUNITY CENTER  
LICENSE AND MANAGEMENT AGREEMENT**

THIS LICENSE AND MANAGEMENT AGREEMENT (Agreement) is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2015 by and between **Escambia County**, a political subdivision of the State of Florida, whose address is **221 Palafox Place, Ste. 420** Pensacola, Florida 32502(County), and **the \_\_\_\_\_**, a Florida not-for-profit corporation whose address is \_\_\_\_\_, **Pensacola, FL 325** (Organization):

**WITNESSETH:**

**WHEREAS**, the County owns the property known as **the \_\_\_\_\_** - (Address \_\_\_\_\_), **Pensacola, FL 325** (Community Center); and

**WHEREAS**, the Organization, a non-profit corporation organized under the laws of the State of Florida, was created to provide social and character development through structured programs and organized activities for citizens of Escambia County; and

**WHEREAS**, the County and the Organization desire that the Organization manage structured programs and organized activities at the Community Center for the use and benefit of the public; and

**WHEREAS**, the Organization has expressed interest to the Board of County Commissioners to use and manage the Community Center for the purpose of providing a location for members of its organization and citizens and groups in Escambia County to engage in structured programs and organized activities; and

**WHEREAS**, the County is satisfied that a license to use, manage, and administer the Community Center would be in the County's best interests; and

**WHEREAS**, the Organization desires to assist the County in the continued operation of public structured programs and organized activities at the Community Center; and

**WHEREAS**, the County would benefit from the assistance of the Organization in operating the Community Center for structured programs and organized activities; and

**WHEREAS**, this Agreement supersedes any previous agreements.

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NOW THEREFORE, the parties agree as follows:

1. COMMUNITY CENTER USE AND MANAGEMENT.

- a) The County licenses the Organization to use and manage the Community Center with relation to activities and programs that are sponsored by and under the Organization's direction. The Organization's use and management of the Community Center does not constitute any ownership or priority of use of the building. The County's right of use to the Community Center for public purposes is in no way diminished by partnership with the Organization. The County shall retain the right to implement programs and host activities at any time in the Community Center for the benefit of all citizens of Escambia County.
- b) The Organization agrees that the Community Center will remain available for use by other citizens and community organizations and by the County at all times for activities which do not interfere with the Organization's scheduled activities.
- c) During the period of the Agreement and any renewal of the Agreement, the Organization will administer the Community Centers' various programs for the public benefit and will organize programs in accordance with the terms in the Agreement.
- d) The Organization is responsible for scheduling its programs and activities at the Community Center. Any member of the public, who qualifies under applicable Organization rules, may participate in the Organizations programs.
- e) The Organization may grant preferences to programs designated as group activities.
- f) The Organization may charge a fee for participation in the Organization's events, provided however, that any fee charged cannot exceed anticipated expenses directly associated with the program, including appropriate allowances for participation in the programs by citizens without sufficient funds to pay the fees. The fees are to be used solely for the purpose of covering expenses directly associated with the programs and activities of the Organization.
- g) The Organization shall submit to the County a monthly calendar, by the 1<sup>st</sup> day of every month, detailing all scheduled programs and events. The monthly calendar may be submitted via email, regular mail, facsimile, or by hardcopy. It shall be the duty of the Organization to keep the County reasonably informed of all programs and events being held at the Community Center. The monthly calendar must include the Organization's anticipated hours of operation. The Organization shall notify the County of any changes to the monthly

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calendar as soon as the change becomes known to the Organization. Notification of changes to the calendar may be reported via email, facsimile, or by phone.

h) The County reserves the right to schedule supplemental events and programs at the Community Center during any time in which the facility is not in active use by the Organization. County Staff will notify the Organization of its intent to use the facility. During such time as a supplemental program is using the facility, the Organization and the County agree to work cooperatively to ensure the facility is available to the supplemental program for use and that the facility is secured following the supplemental program's use of the Center. In the event, there is a conflict in which both the County and the Organization desire exclusive use of the facility on any particular date, such conflict shall be resolved by decision of the County Administrator, or his designee.

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i) The Organization agrees that the Community Center will be not be used for any illegal, illicit, or immoral purpose. The County reserves the right to disallow any use by the Organization that may negatively impact the community or the County's reputation in the community.

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j) Upon execution of the Agreement, the Organization shall submit to the County its fee structure for reservations. The Organization shall notify the County of any change in its fee structure before the change is implemented. The County may request an audit of the Organization's financial records related to use of the Community Center at any time. The Organization shall provide full financial records to the County within thirty (30) days of the request.

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k) The Organization shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Title VI of the Civil Rights Act of 1964, as amended. The Organization shall not discriminate against any person because of race, color, sex, religion, handicap, age, or national origin, by refusing to furnish services provided by the Organization.

l) In the event of a disaster as declared by Escambia County pursuant to Section 37-35, Escambia County Code of Ordinances, the Organization understands and agrees that County may at its discretion utilize the Community Center facility during which the Organization shall be required to suspend operations and vacate the premises. During a declared state of emergency, County use of the facility will supersede any use by the Organization. The County will notify the Organization of its intent to use the facility. The County may continue to use of the facility beyond such time as the declared state of emergency during a reasonable recovery period. The County use of the facility, under this provision, shall cease only when the County relinquishes possession of the facility back to the Organization.



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2. **TERM.** The term of this Agreement shall commence upon execution by the both parties and continue in effect for an initial term of five (5) years unless earlier terminated with or without cause by either party giving thirty (30) days prior written notice. The Agreement will automatically renew for two (2) additional one (1) year terms unless thirty (30) days prior to the end of any renewal term, either the Organization or the County gives written notice of intent not to renew. The term of this Agreement begins on the \_\_\_ day of \_\_\_\_\_, 2015 and ends on the \_\_\_ day of \_\_\_\_\_, 20\_\_.

3. **PAYMENT OF RENT.** The Organization agrees to pay to the County the sum of one dollar (\$1) per year, payable in advance for the initial agreement term of five (5) years. The County acknowledges receipt of five dollars (\$5).

4. **NOTICES.** Notices to the Organization and the County under the Agreement and the payment of rent must be addressed to and mailed or delivered to the following:

TO THE COUNTY

County Administrator  
Board of County Commissioners  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

TO THE ORGANIZATION

(Organization's Name)  
(Address)

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With a copy to:

County Attorney's Office  
221 Palafox Place, 430  
Pensacola, Florida 32502

Notices can be personally delivered or sent by U.S. mail. The date of delivery is the date of receipt of any notice. Each party may change its address by written notice given to the other.

5. **ORGANIZATION DOCUMENTS.** At the time of the execution of the Agreement, the Organization agrees to provide to the County a copy of its incorporating documents and a list of its current Board of Directors. The Organization agrees to furnish the following annually to the County: certificate of insurance, financial report, board member roster, activity report, fee structure, record of all rentals, and organization equipment inventory. Failure to provide said documents to the County by December 30<sup>th</sup> of any year could result in the termination of this Agreement.

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**6. MEDIATION.** The County Administrator, or authorized designee, will assure the Organizations compliance with the terms of the Agreement. The County Administrator may elect to mediate disputes arising between members of the public and the Organization regarding the Organizations compliance with the Agreement. The Organization designates its Board of Directors, or a specifically appointed committee of the Board of Directors, to represent the Organization in disputes. The Organization’s Board of Directors is responsible for carrying out all the objectives set forth in the Agreement.

**7. CONSTRUCTION OF IMPROVEMENTS.** The County agrees to preserve the Community Center exclusively for public purposes. The County further agrees that during the term of the Agreement, no physical change to the property or major construction work will be undertaken without prior consultation with the Board of Directors of the Organization.

If the Organization wants to undertake any construction work in the Community Center, prior approval must be obtained from the County, and the Organization shall ensure that all Federal, State, local laws, regulations, and ordinances are complied with, including but not limited to: (a) the Occupational Safety and Health Act of 1970, Construction Industry Standards (29 CFR §1926, et. seq.); (b) the Americans with Disabilities Act of 1990, as subsequently amended (42 U.S.C. 12101, et. seq.); (c) Escambia County Review Committee approval; and (d) Building inspection review. All improvements made by the Organization become the property of the County without charge upon completion.

**8. MAINTENANCE.** The Organization and the County agree that all necessary grounds and structure maintenance and upkeep of the Community Center will be carried out year round. In order to create a clear understanding of this scope of work, the following maintenance guidelines are agreed to by the parties: (a) the County will maintain the premises in good repair and in a neat, safe, and orderly condition, normal wear and tear excepted; (b) in the event it is determined that damage to facilities and equipment has occurred due to abuse or misuse by the Organization or any other entity using the Community Center for organized events by consent of the Organization, the Organization is responsible for the repair or returning the facility and equipment to its pre-damaged condition; (c) the County will pay all water, gas, electric, telephone (single line only/no options), sewage, garbage disposal, janitorial, and other utility bills related to the Community Center during the term of the Agreement, and (d) the County will provide proper grounds maintenance throughout the year.

**9. REVENUE/INCOME.** Revenue and income derived from the activities of the Organization are the exclusive property of the Organization but must be used by the Organization in furtherance of its activities at the Community Center in providing additional improvements for the Organization’s programs. The Organization shall provide a full accounting of all revenue and expenses to the County annually. The County has the right to audit the financial information at any time, at the

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County's expense. The Organization is responsible for payment of any and all local, state, or federal taxes derived from any revenue/income received by the Organization resulting from the activities of the Organization as required by law.

The Organization is prohibited from sub-letting the facility for any for-profit programs or events without prior authorization by the County. Any for-profit use of the facility requires authorization by the County and execution of a separate agreement between the parties related to the for-profit use.

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**10. EQUIPMENT.** An inventory of equipment and personal property stored at the Community Center must be provided annually to the County by the Organization. All equipment or other personal property owned by the Organization, which has been placed or maintained in the Community Center by the Organization, is at the sole risk of the Organization. The Organization may remove from the Community Center any time prior to, or within sixty (60) days of the termination of the Agreement its equipment and personal property. Any Organization equipment or personal property not removed from the Community Center within sixty (60) days after termination of the Agreement becomes the exclusive property of the County without recourse.

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**11. TERMINATION.** The Agreement may be terminated at any time, with or without cause, by the County, particularly whenever the Community Center is not being used, utilized, or managed by the Organization in accordance with the provisions of the Agreement, or whenever the Organization ceases operation, dissolves its corporation, or otherwise no longer provides the required services under the terms of the Agreement. The County agrees to give the Organization not less than thirty (30) days written notice of its intent to terminate the Agreement.

The Agreement may be terminated by the Organization at any time in case of material breach of the Agreement by the County provided that the Organization shall first give to the County written notice of the breach and thirty (30) days within which to remedy the breach. Any notice under this section mailed or delivered by the County to the Board of Directors of the Organization will be deemed as the official notice of the County.

**12. RECORDS.** The parties acknowledge that this agreement and any related financial records, and its reports, plans, correspondence, and other documents maybe subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this agreement.

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13. **ENTIRE AGREEMENT.** The Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements between the parties not contained in the Agreement will be of any force and effect. Any amendments, modifications, additions, or alterations of the Agreement must be in writing executed with the same formalities as the Agreement.

14. **HEADINGS.** Headings and subtitles used throughout this agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

15. **SUCCESSORS AND ASSIGNS.** Without the previous written consent of the County, neither the Organization, nor its successors in interest by operation of law or otherwise, are permitted to assign the Agreement sublet or permit the occupancy of the Community Center or any part of the Community Center, by anyone other than the Organization. Any consent by the County to any act of assignment, subletting, or occupancy will be held to apply only to the specific transaction authorized. In any event, no assignment, subletting or occupancy will relieve the Organization of its obligations under the Agreement.

16. **SURVIVAL.** All other provisions which, by their inherent character, sense, and context, are intended to survive termination of this agreement shall survive it.

17. **INSURANCE.** During the period mutually agreed upon between the County and the Organization, the Organization shall provide commercial general liability insurance with \$1,000,000.00 per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, contractual liability, and sports participation cannot be excluded.

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The Organization must also require any other organization using the Community Center for organized events to procure "special event" liability insurance, naming Escambia County as an "additional insured." In the alternative, the Organization can procure a blanket special events policy for a minimum of \$1,000,000.00 per event and issue certificates to other organizations using the Community Center for special events.

Deleted: In anticipation of alcohol being served on the Property, Organization shall provide evidence of coverage for liquor liability in the amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability, Organization's agent or insurer shall provide written documentation to confirm that coverage already applies to this Lease. If liquor liability coverage is not included in the general/umbrella/excess liability policies, the policies must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

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Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502**, as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597**. Certificates must reflect

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a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

The Organization agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of the Organization must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

The County shall be responsible to ensure that any supplemental program using the Community Center, while not in use by the Organization, procures special event liability insurance, naming Escambia County as an "additional insured."

**18. HOLD HARMLESS.** The Organization shall indemnify and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, attorney and paralegal fees, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Organization's negligent performance of the Agreement. The Organization's obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

**19. DAMAGE OR DESTRUCTION BY CASUALTY.** If by fire or other casualty the Community Center is totally damaged or destroyed, either party has the option of terminating the Agreement by serving written notice upon the other within thirty (30) days from the date of the casualty or a lesser number of days as the parties may mutually agree.

**20. COMPLIANCE WITH LAWS AND PROCEDURES.** The parties agree to comply with all applicable laws, guidelines, rules, regulations, and requirements, whether federal, state, or local, applicable to the Organization and its use of the Community Center and those for the correction,

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prevention, and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Community Center.

**21. SMOKING AND ALCOHOL POLICY.** Consumption of alcoholic beverages on the property is strictly prohibited. The Organization may request permission to serve alcohol on a case-by-case basis. The request must be made to the Board of County Commissioners. The request to serve alcohol must be received by the County at least thirty (30) days prior to the date of the event or program. The request must be in writing to the County. The written request shall notify the County of the date alcohol is to be served and shall request approval from the County Department Director responsible for that Center (Parks and Recreation Director or Neighborhood and Human Services Director). The County Department Director responsible for that Center shall present the request to the Board of County Commissioners at the next available date after the request is made.

Only upon approval from the Board of County Commissioners, may alcohol be served inside the Community Center, however, that the alcoholic beverages are not sold and that Organization complies with and obtains any permits and licenses that may be required by state and local laws and regulations. Additionally, the Organization must provide proof of all necessary insurance coverage, including liquor liability, and receive approval of the sufficiency of the insurance policies from Escambia County Risk Management.

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Further, for every event or program in which alcohol is to be served, the Organization must provide proof of additional security proportionate to the size of the program or event. A copy of the agreement for security must be included along with a copy of the insurance coverage before the County will consider the request to allow service of alcohol.

Smoking is prohibited at all times within the structure of the Community Center. If this prohibition is violated by the Organization or any other organization using the Community Center for organized events, the Agreement may be terminated by the Board of County Commissioners pursuant to Paragraph 11 of the Agreement.

Deleted: Otherwise, consumption of alcoholic beverages on the property is strictly prohibited.

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**22. SEVERABILITY.** If any term or condition of the Agreement or the application of the Agreement to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Agreement is not affected and each term and condition of the Agreement is to be valid and enforceable to the fullest extent permitted by law. The Agreement will be construed in accordance with the laws of the State of Florida, and venue is in Escambia County, Florida.

**23. EFFECTIVE DATE.** Submission of the Agreement to the County does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both the



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Organization and the County. The County and the Organization acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written, or oral promises, agreements, or warranties, except as expressed in the Agreement.

If the Organization, with the County's consent, uses the Community Center or any part of the Community Center prior to the beginning of the Agreement term, all provisions of the Agreement will be in full force and effect beginning at the time of the initial use.

**24. RELATIONSHIP OF PARTIES.** Nothing contained in the Agreement can be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venturer or similar relationship between the County and the Organization.

**25. ACKNOWLEDGEMENT.** The Agreement cannot be more strictly construed against either party because one party may have drafted or prepared any or all of the terms and provisions of the Agreement. It is acknowledged that each of the parties has been represented by legal counsel and that each of the legal counsel has contributed substantially to the content of the Agreement.

SIGNED AND DELIVERED BY:

**COUNTY:**  
Board of County Commissioners  
Escambia County, Florida

ATTEST: Pam Childers  
Clerk of the Circuit Court  
Deputy Clerk

\_\_\_\_\_  
Steven A. Barry, Chairman

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(SEAL)

**ORGANIZATION:**  
Name

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Address  
Pensacola, Florida 325

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Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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STATE OF FLORIDA  
COUNTY OF ESCAMBIA

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The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015,  
\_\_\_\_\_, as (Office Held) of (Organization's Name). He/She is ( )  
personally known to me, or ( ) produced identification. Type of identification produced  
\_\_\_\_\_.

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\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

\_\_\_\_\_  
Printed Name of Notary Public

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**Committee of the Whole**

8.

**Meeting Date:** 11/12/2015

**Issue:** RESTORE Goals

**From:** Keith Wilkins, Department Director

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**Information**

**Recommendation:**

RESTORE Goals

(Keith Wilkins - 60 min)

A. Board Discussion

B. Board Direction

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**Attachments**

IssuePaper-RESTORE Goals

RAC-Project Rankings

RESTORE-RestorationGoalsCategories

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## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

### **Committee of the Whole Workshop**

**Meeting Date:** 11-12-2015  
**Issue:** RESTORE Goals  
**From:** Keith Wilkins, Director  
**Organization:** Department of Natural Resources Management  
**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning RESTORE Goals – Keith T. Wilkins, Director, Department of Natural Resources Management

That the Board discuss goal setting for selection of projects presented by the RESTORE Advisory Committee (RAC), and if the Board wishes to determine project selection goals beyond the criteria considered by the RAC.

### **BACKGROUND:**

The RESTORE Act requires projects fall into one of eleven eligible activities. Per Resolution 2014-80 the RESTORE Act Committee was charged to:

1. Recommend project selection criteria to the Board;
2. Score projects against the criteria; and
3. Rank projects for recommendation to the Board of County Commissioners.

This scoring and ranking are for the Board's consideration in project selection for submittal to the U.S. Department of the Treasury eligibility approval. Beyond this guidance, the Board has not expressed more specific goals. The RAC is expecting to complete their scoring and ranking by the end of November and make its recommendation to the Board in December. The Board will then take into consideration this input for project selection and completion of the Multi-Year Implementation Plan (MYIP) in or around March 15, 2016.

### **BUDGETARY IMPACT:**

RESTORE Act Funds will continue to flow through the County. There is no budgetary impact from this action.

### **PERSONNEL:**

No personnel impacts are expected from this action.

### **POLICY/REQUIREMENT FOR BOARD ACTION:**

Action is at Board discretion.

### **IMPLEMENTATION/COORDINATION:**

Implementation will be coordinated between the Department of Natural Resources Management, the RESTORE Act Advisory Committee and the County MYIP Consultant.

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### **Attachments**

[RESTORE Advisory Committee Project Rankings-2015 Nov 12](#)

[RESTORE-Restoration Goals Categories-2015 Nov 12](#)

## 2015 RESTORE Advisory Committee Project Rankings

Rank	Project Title	Primary Eligible Activity	Budget	Match	Other Possible Funding Sources	Comments
1	Project 1	Infrastructure projects for local economy	\$1,000,000	\$50,000	LOST, HUD	Would not reduce flooding in City by much
2	Project 2	Restore and protect natural resource	\$1,000,000	\$50,000	LOST	
3	Project 3	Infrastructure projects for local economy	\$1,000,000	\$50,000	TDT	Good idea if...
4	Project 4	Infrastructure projects for local economy	\$1,000,000	\$50,000		
5	Project 5	Workforce Development	\$1,000,000	\$50,000		Staff Priority
6	Project 6	Restore and protect natural resource	\$1,000,000	\$50,000	Pot 2, NRDA	
7	Project 7	Infrastructure projects for local economy	\$1,000,000	\$0	LOST	High public support
8	Project 8	Coastal flood protection	\$1,000,000	\$0	LOST	
9	Project 9	Promotion of tourism	\$1,000,000	\$0		
10	Project 10	Workforce Development	\$1,000,000	\$0		



**RESTORATION GOALS AND CATEGORIES**

CATEGORY	RESTORATION GOALS AND TYPES	Unknown Conditions	County-wide	Gulf	Restoration in District 1	Restoration in District 2	Restoration in District 3	Restoration in District 4	Restoration in District 5	Total Allocation
Environment	<b>1. Restoration and protection of the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, and coastal wetlands of the Gulf Coast region.</b>									
	Habitat Restoration									
	Water Quality Improvement									
	Natural Systems Resiliency									
	<b>2. Mitigation of damage to fish, wildlife, and natural resources</b>									
	Habitat Conservation and Preservation									
	<b>3. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan, including fisheries monitoring.</b>									
	Implements habitat management plan or best practice									
Economy	<b>4. Workforce development and job creation</b>									
	Job Creation									
	Industry and Business Growth									
	Workforce Development									
	<b>5. Improvements to or on State parks located in coastal areas affected by the Deepwater Horizon oil spill</b>									
	<b>6. Promotion of tourism in the Gulf Coast Region, including recreational fishing</b>									
	Tourism and Tourism Opportunities									
	Recreational Fishing									
	<b>7. Promotion of consumption of seafood harvested from the Gulf Coast Region</b>									
	Local Seafood									
Infrastructure	<b>8. Infrastructure projects benefitting the economy or ecological resources, including port infrastructure</b>									
	Transportation Network Improvements									
	Community Resiliency									
	<b>9. Coastal flood protection and related infrastructure</b>									
	Flooding Improvements									
Admin	<b>10. Planning assistance</b>									
	Monitoring									
	<b>11. Administrative costs of complying with this subsection</b>									

- 1. Allocate by category
- 2. Allocate by district
- 3. Award less than ask