



AGENDA

COMMITTEE OF THE WHOLE WORKSHOP BOARD OF COUNTY COMMISSIONERS

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

December 15, 2016
9:00 a.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. Progress Update on the Indoor Sports Complex
(John L. Hutchinson, President, Hutch-Touch Consulting - 30 min)
 - A. Board Discussion
 - B. Board Direction
4. Navy Boulevard PD&E Study and Design Kick-Off Presentation
(Ben Faust, DRMP, Inc., and David Forte - 15 min)
 - A. Board Discussion
 - B. Board Direction
5. Infrastructure Maintenance Real Estate Disclosure Ordinance
(Alison Rogers - 30 min)
 - A. Board Discussion
 - B. Board Direction

6. Stipends for the Design/Build of the Escambia County Correctional Facility
(Paul Nobles/Amy Lovoy - 30 min)
 - A. Board Discussion
 - B. Board Direction

7. Legislative Priorities
(Jack Brown - 20 min)
 - A. Board Discussion
 - B. Board Direction

8. Incentive for No Insurance
(Tom Turner - 15 min)
 - A. Board Discussion
 - B. Board Direction

9. Adjourn

Committee of the Whole

3.

Meeting Date: 12/15/2016

Issue: Progress Update on the Indoor Sports Complex

From: Jack Brown, County Administrator

Information

Recommendation:

Progress Update on the Indoor Sports Complex

(John L. Hutchinson, President, Hutch-Touch Consulting - 30 min)

A. Board Discussion

B. Board Direction

Attachments

No file(s) attached.

Committee of the Whole

4.

Meeting Date: 12/15/2016

Issue: Navy Boulevard PD&E Study and Design Kick-Off Presentation

From: Joy D. Blackmon, P.E., Director

Information

Recommendation:

Navy Boulevard PD&E Study and Design Kick-Off Presentation

(Ben Faust, DRMP, Inc., and David Forte - 15 min)

A. Board Discussion

B. Board Direction

Attachments

Presentation



Project Development & Environment Study

S.R. 30 (U.S. 98) Navy Boulevard

from New Warrington Road to the Bayou Chico Bridge



December 15, 2016



Presentation Outline

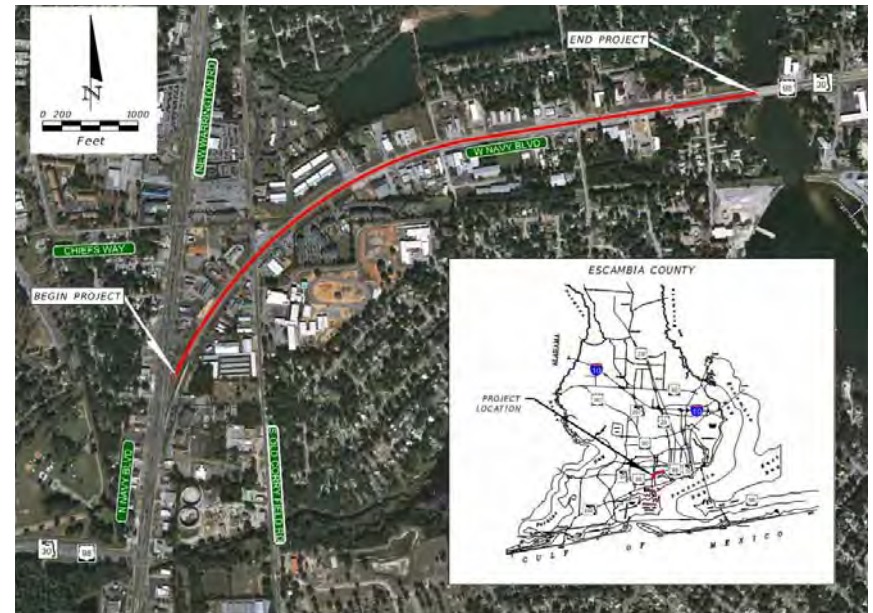
- Project Overview
- Project Background
- Schedule
- Contact Information



Project Overview

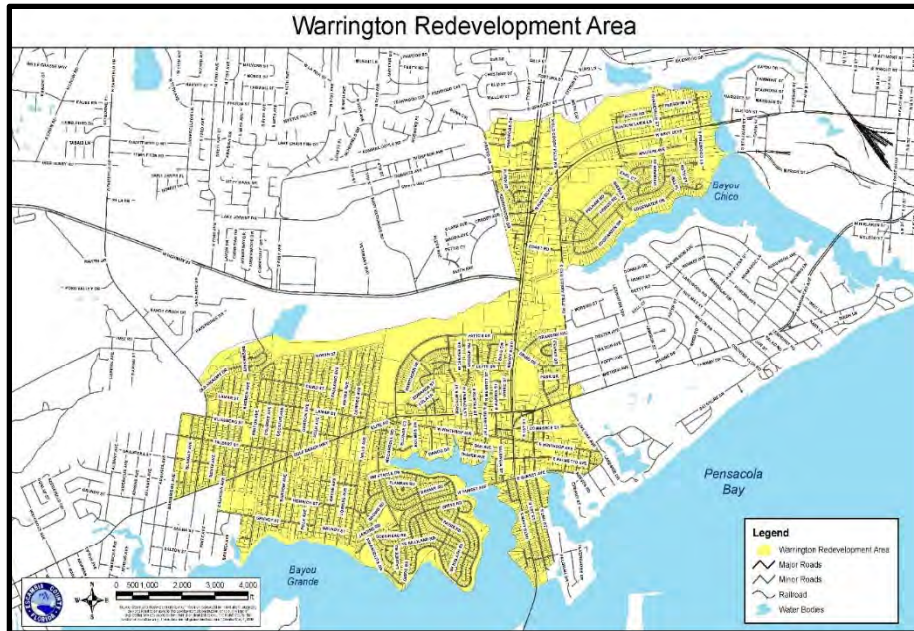
S.R. 30 (U.S. 98) Navy Blvd. - from New Warrington Rd to the Bayou Chico Bridge

- Corridor is approximately 1.4 miles long
- 4-lane divided with center/left turn lanes
- Posted Speed Limit is 40 MPH
- AADT – 20,000
- Non-Major State Action
- Includes 30% Design





Project Background – Initial Study



2010

Warrington Redevelopment Plan

Adopted By the Board of County Commissioners
December 1995

Amended as to Boundaries
January 1999

First Update Adopted By the Board of County Commissioners
April 2001

Second Update Adopted By the Board of County Commissioners
August 2010

Community & Environment Bureau
Community Redevelopment Agency

Researched, written, edited, formatted, and illustrated by
Escambia County Neighborhoods/Community Services Bureau/
Community Redevelopment Agency



Project Background – Initial Study

Navy Boulevard Corridor Vision Plan and Design Guidelines Manual

Submitted to: ESCAMBIA COUNTY, FLORIDA

Submitted by: **W&S** WARRINGTON, 225 E. ROBINSON STREET, SUITE 300, ORLANDO, FL 32801

LEGEND

- Antique District
- Chiefs Way Activity Center
- Central Navy District
- Warrington Downtown Center
- South Navy District
- Section B
- Section B-2
- Section C
- Section B-1
- Gateway Feature
- Redevelopment Area
- Pedestrian Corridor
- Proposed Boundary



Project Background – Public Meetings

Kickoff Meeting

Agenda

- Introductions
- Project Overview
- Draft Schedule
- Discussion: Issues & Opportunities

Stakeholder Questions

General

- What do you like about the Navy Boulevard?
- What do you dislike about the Navy Boulevard?
- What should be the short and long term goals for the area?
- How should the CRA spend its money?
- Other questions:
 - Building facade materials
 - Acoustics of spaces for large redevelopment
 - Transportation and pedestrian improvements
 - Marketing and business recruitment

Warrington Area Residents and Business Owners

You are cordially invited to meet with the staff of Escambia County's Community Redevelopment Agency pertaining to the Navy Boulevard Design Guidelines and Corridor Management Plan Project!

All as we prepare to create Design Guidelines and a Corridor Management Plan for Navy Boulevard, your input and feedback is needed!

Date: Tuesday, August 9, 2011

Time: 11:00 a.m. - 12:30 p.m.

Place: Warrington Middle School, Large Conference Room, 450 S. Old Corry Field Road Pensacola, FL, 32507

To RSVP and/or to receive further information, you can either access our website at www.myscambia.com, contact the CRA office at 850-595-3217 or email David Forte, Project Manager, DVForte@myscambia.com

If you cannot attend the meeting above, please feel free to attend the Warrington Neighborhood Committee's meeting on Tuesday, August 9, 2011 from 9:30 - 7:00 p.m. located at 406 S. Navy Boulevard, Pensacola, FL 32507



Second Public Meeting ("Design Workshop")

CRA staff and VHB-MS used information gathered during the Kickoff Workshop and Stakeholder Interviews to prepare several interactive exercises.

Context Plan: The community used markers to draw and graphically depict different districts on an aerial base map of the corridor and the surrounding area. The different districts represent areas for potential redevelopment, preservation, or other proposed changes.

Typical Roadway Sections: The community evaluated eight prototypical roadway cross-sections prepared by VHB-MS. Each roadway cross-section contained varying configurations for parking, sidewalks, travel lanes, and other infrastructure improvements within the Public Right-Of-Way. At the conclusion of the workshop, a "Preferred Section" for each segment of the corridor was selected by meeting attendees.

Site Design: The community used LEGO blocks to "redevelop" the area identified as a potential catalyst redevelopment site at the intersection of Navy Boulevard and Barrancas/Gulf Beach Highway. Participants learned about building placement and scale and provided general preferences for the redevelopment of this strategic node along the corridor.

Third Public Meeting ("Final Design Workshop")

Utilizing information gathered in the previous public meetings, CRA staff and VHB-MS prepared several interactive exercises intended to elicit additional comment and refine preliminary plans, standards and themes.




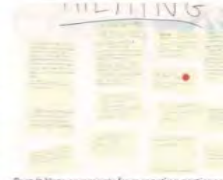
Alternative Concept Plans: The community reviewed six alternative concept plans prepared by VHB-MS. These concept plans were based upon initial community feedback from the previous workshop and stakeholder interviews, and provide greater detail regarding land uses, potential redevelopment study areas, and roadway alignments.

Development Guidelines: Participants reviewed several elements of site design including placement, massing, and height of buildings, access and location of parking, then identified their preferred building types.

Theming: The community identified their general preferences for building materials, icons, colors, lighting types, and landscaping materials.

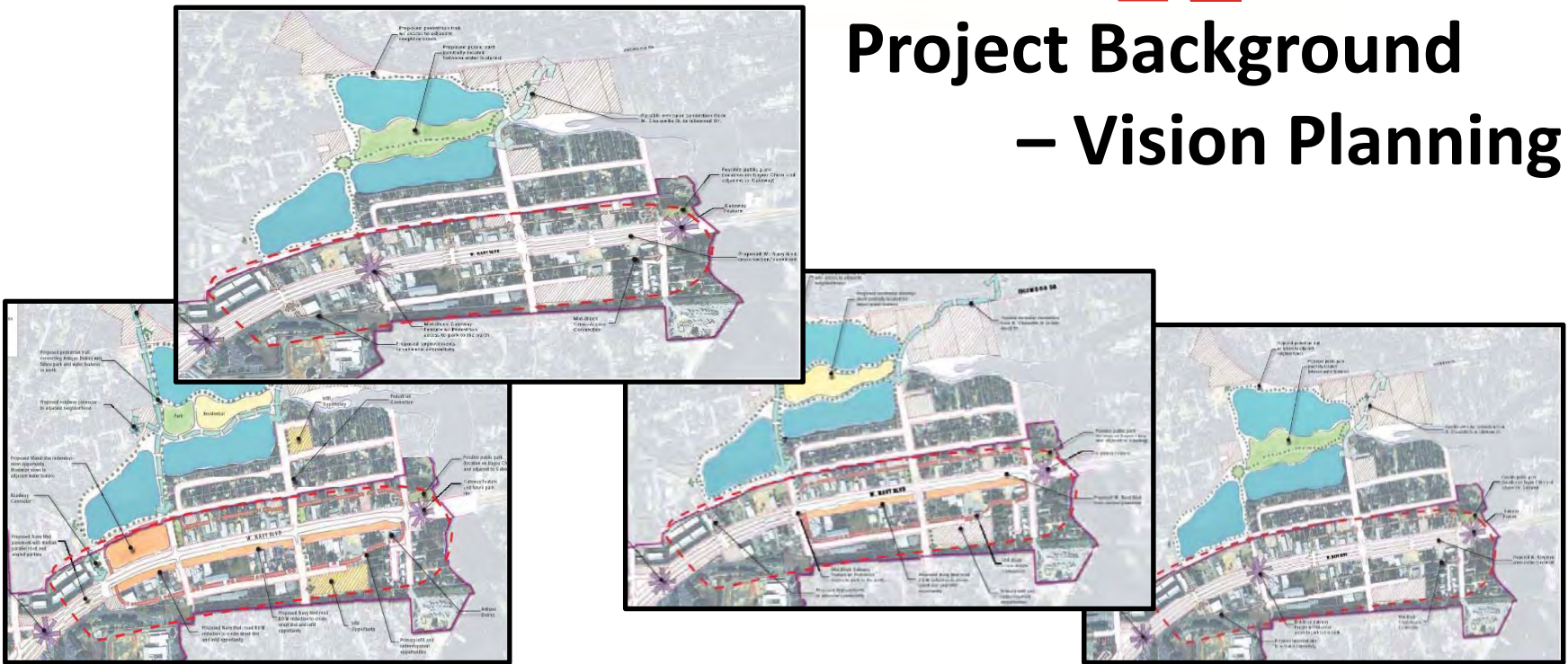
At the conclusion of the workshop, all meeting attendees used the Turning Point system to vote upon Preferred Concept Plans for the Antique District (West Navy Boulevard) and the Warrington Town Center (Navy Boulevard and Barrancas/Gulf Beach Highway).

The results from all of the Public Meetings were used by CRA staff and VHB-MS to prepare the recommended Design Guidelines, described in further detail in Section III.



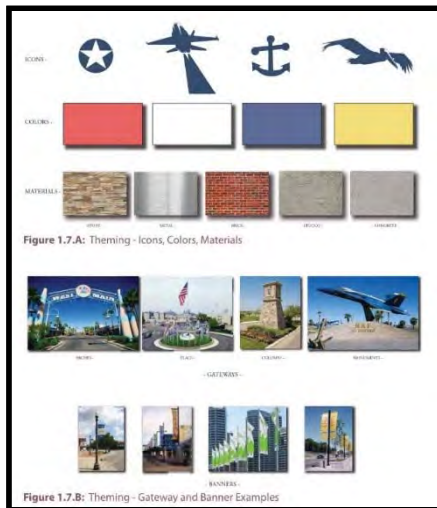
Project Background – Vision Planning





Project Background

– Developed Theming and Overlay Code



Warrington Overlay District

6.07.00. Overlay Districts (general). General purpose of district. This special overlay district is intended to provide an enhanced level of protection for land areas which provide primary access (gateways) to (1) major military installations, (2) redevelopment area commercial centers, and (3) the unique scenic, historic and environmental resources of the county.

6.07.01. Warrington Overlay District.

A. The intent and purpose. The Warrington Overlay District is intended to provide an enhanced level of protection for land areas and provide primary access (gateways) to the two major military installations located within the Warrington Community Redevelopment District. This is a zoning overlay district and the regulations herein imposed upon the existing zoning district regulations otherwise imposed on individual parcels within the Warrington Community Redevelopment District.

B. Applicability. This zoning overlay district applies to all zoned properties located in the Warrington Community Redevelopment District.

C. Subordinate to underlying zoning. All of the use, siting and site design requirements of the underlying zoning district shall continue to apply unless modified by the following:

D. Permitted uses. Mixed use developments, defined as where non-residential and residential uses occupy the same building. The non-residential uses shall occupy the first or bottom floor and the residential units occupy the second or upper floors.

E. Prohibited uses.

1. Portable food vendors.
2. Mobile homes and manufactured homes. (This does not prohibit the construction of modular homes; see Article 3 of this code.)
3. Mobile home/manufactured home parks.

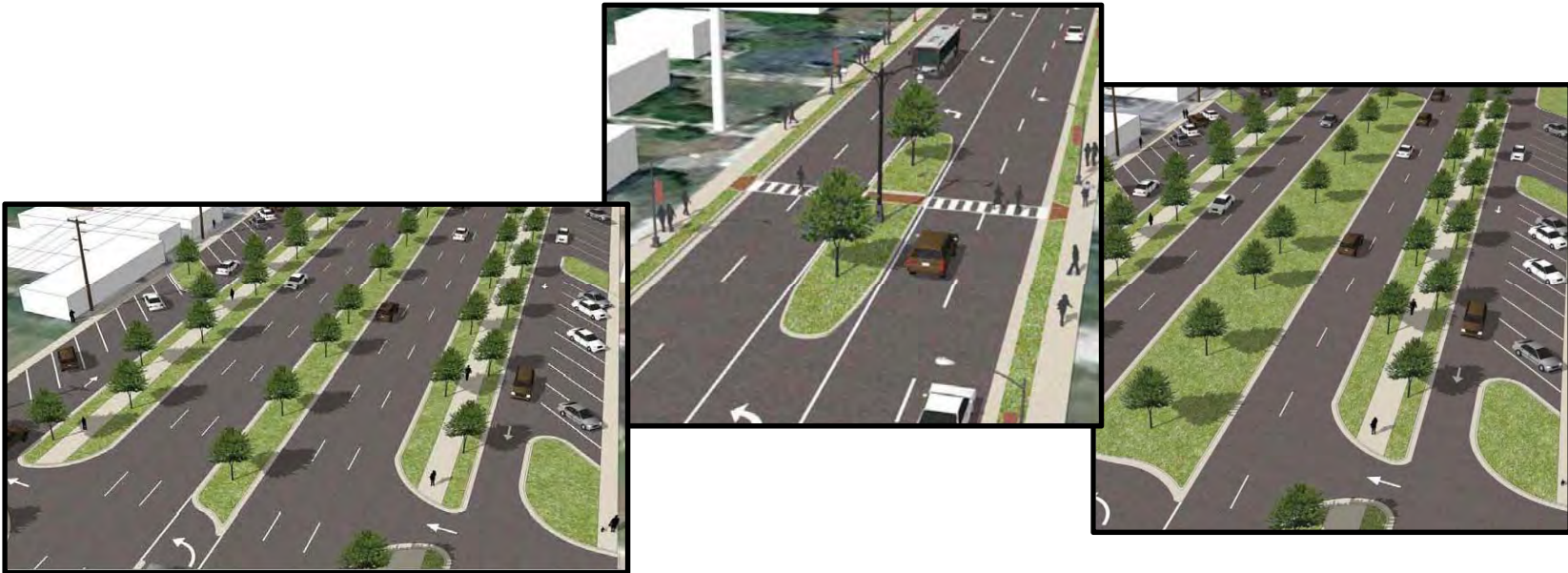
F. Uses requiring management plan submitted. The following uses shall require submission of a management plan to the City prior to development approval. The City must be notified of any amendments to a submitted management plan. Furthermore, the following uses shall have a distance of at least 1,000 feet separating any two uses of the same kind. The distance shall be measured from the closest point of the two adjacent lots.

1. Convenience stores.
2. Tanneries.
3. Retail sale of alcohol for off-premise consumption.
4. Bars and nightclubs.
5. Pawnshops and check-cashing services.



Project Background

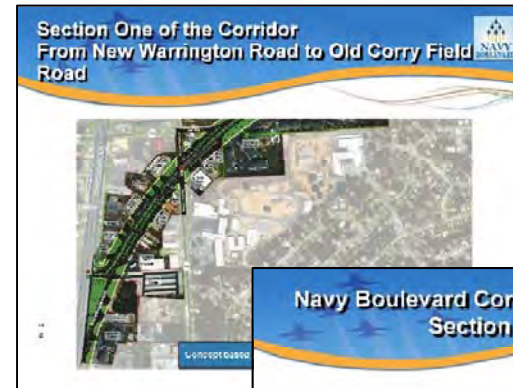
– Planning Level Design Concepts





Project Background – More Public Meetings

Item No.	Description	Quantity	Unit	Notes
1	Asphalt Paving	1000	Sq Yd	
2	Concrete Paving	500	Sq Yd	
3	Gravel Paving	200	Sq Yd	
4	Excavation	100	Cu Yd	
5	Backfill	100	Cu Yd	
6	Structural Steel	100	Lbs	
7	Reinforcing Steel	100	Lbs	
8	Formwork	100	Sq Yd	
9	Construction Labor	100	Hours	
10	Equipment	100	Hours	





Potential Improvement Strategies

- FDOT Complete Streets Concept
- Roadway, Bicycle, Pedestrian, Transit, Landscape, Streetscape
- Business accessibility and parking
- Drainage improvements
- Intersection improvements
- Street Lighting
- Sewer Utility Upgrade Coordination





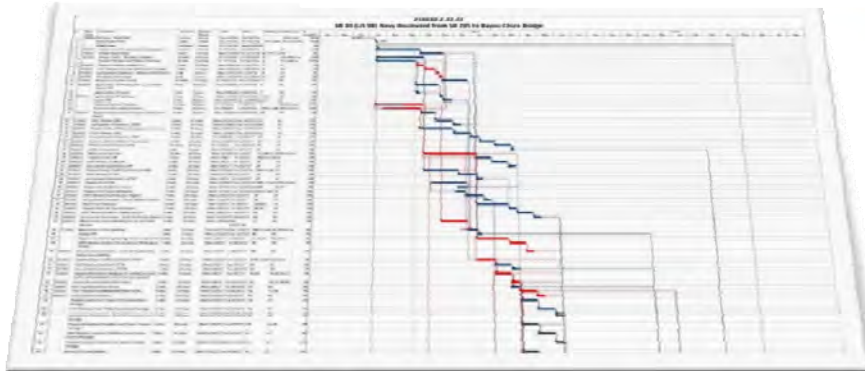
Public Involvement

- Kick-off presentation
- Alternatives Public Meeting
- Extensive individual outreach to property & business owners
- Coordination with CRA staff
- Final Public Meeting



Study Schedule Milestones:

- Kick-off Presentations - Today
- Public Kick-off Meeting – February 2017
- Begin 30% Design – February 2017
- Alternatives Meeting – April 2017
- Final Public Meeting – Fall 2017
- PD&E Study and 30% plans complete by the end of 2017





Contacts

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Email: bfaust@drmp.com

Ian Satter

D-3 Public Information Director

Phone:(888) 638-0250, Ext 1205

Email: ian.satter@dot.stat.fl.us



Project Development & Environment Study

S.R. 30 (U.S. 98) Navy Boulevard

From New Warrington Road to the Bayou Chico Bridge



Questions?

Committee of the Whole

5.

Meeting Date: 12/15/2016

Issue: Infrastructure Maintenance Real Estate Disclosure Ordinance

From: Alison Rogers, County Attorney

Information

Recommendation:

Infrastructure Maintenance Real Estate Disclosure Ordinance

(Alison Rogers - 30 min)

A. Board Discussion

B. Board Direction

Attachments

Proposed Ordinance Amending Chapter 86

Proposed LDC Ordinance

Code of Ordinances - Sections 86-161 through 86-170

ORDINANCE 2016-__

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA; AMENDING CHAPTER 86, ARTICLE V, "DISCLOSURE REGARDING ABUTTING ROADWAYS," SECTIONS 86-161 THROUGH 86-170, AMENDING THE REAL ESTATE DISCLOSURE ORDINANCE TO ADD A REQUIREMENT THAT ALL INFRASTRUCTURE MAINTENANCE RESPONSIBILITIES IN NEW SUBDIVISIONS BE DISCLOSED BY SELLERS PRIOR TO CLOSING; ADDING A DEFINITION OF INFRASTRUCTURE; CLARIFYING THAT THE OBLIGATION TO SUPPLY REAL ESTATE DISCLOSURE FORMS FALLS ON THE SELLER; PROVIDING FOR DISPLAY OF ROADS ACCEPTED FOR COUNTY MAINTENANCE AND NEW SUBDIVISION INFRASTRUCTURE RESPONSIBILITIES ON THE COUNTY'S WEBSITE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is vitally important for residential property buyers to know the financial ramifications of their property acquisition; and,

WHEREAS, Sellers of residential properties are best equipped to know the parties responsible for maintenance of infrastructure serving the subject property; and,

WHEREAS, maintenance of infrastructure can be extremely costly and is necessary for the most basic enjoyment of residential property rights.

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

SECTION 1. Chapter 86, Article V, Sections 86-161 through 86-170 of the Escambia County Code of Ordinances is hereby amended as follows:

ARTICLE V. - DISCLOSURE REGARDING ABUTTING ROADWAYS AND OTHER INFRASTRUCTURE

Sec. 86-161. - Citation and title.

This article shall constitute "Chapter 86, Article V of the Code of Ordinances of Escambia County" and may be cited as such; the title of this article shall be "*Abutting Roadways and Other Infrastructure Maintenance Disclosure.*"

Sec. 86-162. - Purpose.

Since the proprietary status and quality of roadways *abutting* residential lots and other infrastructure within a subdivision have an impact on the responsibilities of

45 homeowners to maintain such roadways and infrastructure, the ability to dedicate such
46 roadways and infrastructure, and the development of such residential lots, the purpose
47 of this article is to establish a mechanism whereby buyers of real property will be
48 notified of the status of *abutting* roadways and other infrastructure to avoid surprise at
49 some later date.

50

51 **Sec. 86-163. - Definitions.**

52

53 The following words, terms and phrases when used in this article, shall have the
54 meanings ascribed to them in this section, except where the context clearly indicates a
55 different meaning:

56

57 *Infrastructure* means facilities and services needed to sustain land use activities,

58 *including streets, potable water service, wastewater service, solid waste facilities,*

59 *power grids, telecommunication facilities and public schools.*

60

61 *Roadway* means a public or private right-of-way designed for vehicular traffic
62 including all of the land lying between the right-of-way lines as delineated on a plat
63 showing such roadways or other method of designation whether improved or
64 unimproved.

65

66 *Sale* means transmission of real property from one person to another by voluntary
67 act and agreement between the seller and buyer founded on a valuable consideration.
68 The meaning does not include transfers of real property conducted under a judgment,
69 order, or supervision of a court of law or equity.

70

71 *Seller* means the owner or title holder of real property or person or entity who has
72 authority to enter into a contract for sale of the property.

73

74 **Sec. 86-164. - Exemptions.**

75

76 The following transfers shall be exempt from this article:

77

78 (1) Transfers pursuant to court order, including, but not limited to, transfers ordered
79 by a probate court in the administration of an estate, transfers pursuant to a writ
80 of execution, transfers by any foreclosure sale, transfers by a trustee in
81 bankruptcy, transfers by eminent domain, and transfers resulting from a decree
82 for specific performance.

83

84 (2) Transfers to a mortgagee by a mortgagor or successor in interest who is in
85 default; transfers to a beneficiary of a deed of trust by a trustor or successor in
86 interest who is in default; transfers by any foreclosure sale after default, in an
87 obligation secured by a mortgage; transfers by a sale under a power of sale or
88 any foreclosure sale under a decree of foreclosure after default in an obligation
89 secured by a deed of trust or secured by any other instrument containing a

90 power of sale; or transfers by a mortgagee or a beneficiary under a deed of
91 trust who has acquired the real property at a sale conducted pursuant to a
92 power of sale under a mortgage or deed of trust or a sale pursuant to a decree
93 of foreclosure, or has acquired the real property by a deed in lieu of foreclosure.
94

95 (3) Transfer by a bank, savings and loan association, mortgage banker, the Federal
96 National Mortgage Association, Government National Mortgage Association,
97 Federal Home Loan Mortgage Corporation, or other institutional lender who has
98 acquired the property through foreclosure or deed in lieu of foreclosure.
99

100 (4) Transfers of condominiums, as defined in F.S. ch. 718; cooperatives, as defined
101 in F.S. ch. 719; and time share plans, as defined in F.S. ch. 721.
102

103 (5) Transfers by a fiduciary in the course of the administration of a decedent's
104 estate, guardianship, conservatorship, or trust.
105

106 (6) Transfers from one co-owner to one or more other co-owners.
107

108 (7) Transfers made to a spouse or to a person or persons related by consanguinity
109 to one or more of the transferors.
110

111 (8) Transfers between spouses resulting from a decree of dissolution of marriage or
112 a decree of legal separation or from a property settlement agreement incidental
113 to such a decree.
114

115 (9) Transfers under F.S. ch. 197 as a result of failure to pay property taxes.
116

117 (10) Transfers or exchanges to or from ~~an~~ a governmental entity.
118

119 **Sec. 86-165. - Disclosure.**
120

121 (a) Prior to execution of a contract for sale, including an installation sales
122 agreement, for any improved or unimproved residential lot or lots located in the
123 unincorporated areas of the county, the seller shall disclose to the buyer:
124

125 (1) Whether the portions of any roadway that abuts the lot or lots to be
126 purchased ~~has~~ have been accepted by the county for maintenance; and
127

128 (2) ~~That the seller of a residential building lot is required prior to the~~
129 ~~completion of any sales transaction to certify to the buyer that such lot, which is the~~
130 ~~subject of such contract for sale, is a part of a subdivision approved under the~~
131 ~~provisions of the 1996 Land Development Code of the county or that it has been~~
132 ~~specifically exempted from that code for the reasons which shall be specified in the~~
133 ~~disclosure statement.~~ For any lot or lots that are included in a plat accepted by the

134 County on or after June 1, 2017, who is responsible for maintenance of all
135 infrastructure within the platted area(s).

136

137 ~~(b) Information as to whether the subject portion of roadway has been accepted for~~
138 ~~maintenance by county or as to whether a particular residential lot is a part of a~~
139 ~~subdivision approved by the county shall be provided in writing by county to seller~~
140 ~~within ten business days after receipt of a written request from seller on a form~~
141 ~~prepared and provided by the department of public works. To assist sellers in~~
142 ~~making the disclosures required by this ordinance, the County shall maintain on its~~
143 ~~website at www.myescambia.com a database of public records on infrastructure~~
144 ~~maintenance and land development. However, the disclosures required by this~~
145 ~~ordinance shall remain the exclusive obligation of the seller; nothing in this ordinance~~
146 ~~shall be construed to impose on the County, or its employees and agents, the~~
147 ~~obligation to make the disclosure on behalf of sellers or assist sellers in interpreting~~
148 ~~the public records or confirming the accuracy of the information contained in the~~
149 ~~database.~~

150

151 **Sec. 86-166. - Format.**

152

153 (a) ~~The~~ Each required disclosure shall be a separate document which shall be
154 prominently titled "*Abutting* Roadway Maintenance Disclosure" and "~~Subdivision~~
155 ~~Certification~~ "Infrastructure Maintenance Disclosure." In addition, the document(s)
156 must be signed by both the seller and the buyer and witnessed by two persons. If
157 the property abuts more than one roadway, the seller may use one form to indicate
158 the status of all such roadways.

159

160 ~~(b) The board of county commissioners shall provide such forms; however, sellers~~
161 ~~may produce their own forms provided the types sizes for the title and body are no~~
162 ~~smaller than those on the forms provided by the board of county commissioners and~~
163 ~~the forms otherwise comply with the disclosure requirements of this article. Forms~~
164 ~~for the disclosures required by this section are to be provided by the sellers in~~
165 ~~substantially the form provided below:~~

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Exhibit A

RESIDENTIAL SALES
**ABUTTING ROADWAY
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to section 86-165 of the Escambia County Code of Ordinances, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Section 86-166 of the Escambia County Code of Ordinances requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadway: _____

Legal Address of Property: _____

The County () has accepted () has not accepted the abutting roadway for maintenance.

This form completed by: _____
Seller's Name

Address

City, State, Zip Code

AS TO SELLER(S):

_____	_____
Seller's Name: _____	Witness' Name: _____
_____	_____
Seller's Name: _____	Witness' Name: _____

AS TO BUYER(S):

_____	_____
Buyer's Name: _____	Witness' Name: _____
_____	_____
Buyer's Name: _____	Witness' Name: _____

Effective: _____

Exhibit B

RESIDENTIAL SALES
INFRASTRUCTURE MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to section 86-165 of the Escambia County Code of Ordinances, sellers of residential lots are required to disclose to buyers who is responsible for maintenance of infrastructure within the platted area. Section 86-166 of the Escambia County Code of Ordinances requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of subdivision: _____

	Address or parcel number	Maintenance Responsibility	Maintenance Easement
Road(s)			
Bridge(s)			
Retention Pond(s)			
Stormwater System			
Sewer Lift Station			
Sewer System			
Water System			
Other			

This form completed by: _____

Seller's Name

Address

City, State, Zip Code

AS TO SELLER(S):

Seller's Name: _____

Witness' Name: _____

Seller's Name: _____

Witness' Name: _____

AS TO BUYER(S):

Buyer's Name: _____

Witness' Name: _____

Buyer's Name: _____

Witness' Name: _____

Effective: _____

238 **Sec. 86-167. - Additional language.**

239
240 The disclosures shall additionally provide that the county will not accept for
241 maintenance roadways or other infrastructure not built or improved to meet county
242 standards. However the preceding provision shall not be construed to enlarge or
243 create any responsibility of the county to accept roadways or other infrastructure for
244 maintenance.
245

246 **Sec. 86-168. - Filing.**

247
248 The disclosure documents shall be attached along with other attachments to the deed
249 or other method of conveyance required to be made part of the public records of the
250 county. However, failure to comply with this article shall not jeopardize the validity of
251 any deed, nor effect the date of filing of the deed. Moreover, the acceptance of the
252 disclosures by county employees for filing in the public records shall in no way be
253 construed as an acknowledgement by the county of the truth of the statements
254 therein. In addition, the acceptance for filing of any deed or other instrument shall not
255 be an acknowledgement of compliance with the requirements of this article.
256

257 **Sec. 86-169. - Effect on title.**

258
259 No transfer subject to this article shall be invalidated solely because of the failure of
260 any person to comply with any provisions of this article.
261

262 **Sec. 86-170. - Penalties.**

263 Any seller who shall violate any provision of this article, or who shall fail, neglect or
264 refuse to comply with the requirements of this article, shall be prosecuted in the same
265 manner as a misdemeanor in the second degree, and upon conviction shall be
266 punished by a fine not to exceed \$500.00 or imprisonment in the county jail not to
267 exceed 60 days or by both such fine and imprisonment pursuant to F.S. §§ 775.08,
268 775.081, 775.082 and 775.083. A separate offense shall be deemed committed for
269 each transaction wherein the requirements of this article are not followed.
270

271 **SECTION 2. SEVERABILITY.**

272
273 If any section, sentence, clause or phrase of this Ordinance is held to be invalid
274 or unconstitutional by any Court of competent jurisdiction, then said holding shall in no
275 way affect the validity of the remaining portions of this Ordinance.
276

277 **SECTION 3. INCLUSION IN THE CODE.**

278
279 It is the intention of the Board of County Commissioners that the provisions of
280 this Ordinance shall be codified as required by Section 125.68, Fla. Stat. (2016); and
281 that the sections, subsections and other provisions of this Ordinance may be
282 renumbered or relettered and the word "ordinance" may be changed to "section",

283 “article”, or such other appropriate word or phrase in order to accomplish such
284 intentions.

285
286 **SECTION 4. EFFECTIVE DATE.**

287
288 This Ordinance shall become effective upon filing with the Department of State.

289
290 **DONE AND ENACTED** this _____ day of _____, 2016.

291
292 BOARD OF COUNTY COMMISSIONERS
293 OF ESCAMBIA COUNTY, FLORIDA

294
295 By: _____
296 Douglas B. Underhill, Chairman
297

298 ATTEST: PAM CHILDERS
299 Clerk of the Circuit Court

300
301 By: _____
302 Deputy Clerk

303 (SEAL)

304
305 ENACTED:

306 FILED WITH THE DEPARTMENT OF STATE:

307 EFFECTIVE DATE:

308
309
310

ORDINANCE 2016-__

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA; AMENDING VOLUME II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA; AMENDING CHAPTER 2, ARTICLE 5 "SUBDIVISION", SECTION 2-5.7 "FINAL PLATS"; ESTABLISHING A REQUIREMENT FOR AN INFRASTRUCTURE MAINTENANCE DISCLOSURE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, section 125.01, Florida Statutes, authorizes the Board of County Commissioners to establish regulations for site and building requirements, final plats in the unincorporated areas of the County pursuant to general law; and,

WHEREAS, through the Land Development Code, the Escambia County Board of County Commissioners desires to preserve the county as a desirable community in which to live, vacation and do business; and,

WHEREAS, maintenance of infrastructure can be extremely costly and is necessary for the most basic enjoyment of residential property rights.

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

SECTION 1. Chapter 2, Article 5, Section 2-5.7 of the Escambia County Land Development Code is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Article 5 Subdivision

Sec.2-5.7 Final plats.

(a) General. Final plat approval is required to map the proposed subdivision of land in compliance with the platting requirements of Florida Statutes, so that, upon its recording, all land shown on the plat that is a part of the subdivision is identified and may be conveyed by reference to the plat, including the dedication of rights-of-way and easements. The approval of a final plat allows the recording of the plat in the public records when its content and form are consistent with state and county requirements and with any applicable conditions of its approved preliminary plat and infrastructure construction plan.

(b) Application for the final plat. Applicants seeking final plat approval from the Board of County Commissioners shall submit their request to the Office of the Planning Official. Applications shall be submitted within two years of the date that the preliminary

plat and construction plans were approved unless an extension is granted as provided in Chapter 2.

(c) Warranty agreement. Applicants seeking final plat approval shall warrant that all public subdivision improvements are built in accordance with approved construction plans and free from design, construction, material, and workmanship defects for a LDC 2:19 period of two years from the date that the final plat is recorded. The applicant shall make the warranty on a form of warranty agreement published by the County.

(d) Incidental deficiencies. At the discretion of the County Engineer, final plats may be submitted to the Board of County Commissioners for approval with minor defects to public subdivision improvements that are determined to be incidental deficiencies. Incidental deficiencies are primarily cosmetic in nature and do not undermine the function or stability of the public subdivision improvements. Incidental deficiencies include but are not limited to the following:

- (1) Cracked curbing or other cracked concrete that is not destroyed or displaced but still functions for the intended use.
- (2) Minor ponding of water on asphalt, provided base failure is not evident.
- (3) Minor settling of asphalt areas, provided base failure is not evident.
- (4) Minor defects in stormwater pipe, provided installation is in accordance with the manufacturers' requirements.
- (5) Ponds recharging at a slow rate, but still meeting regulatory requirements.
- (6) Seed or sod that has failed to establish sufficient ground cover for final stabilization and erosion control.

Incomplete installation of street signs and pavement markings shall not be considered incidental deficiencies. If incidental deficiencies exist when the final plat is submitted for approval by the Board of County Commissioners, the applicant shall also include financial security with the executed warranty agreement.

(e) Acceptable forms of financial security. Financial security shall be in the form of a cash deposit or irrevocable letter of credit. The cash deposit shall be held in an interest-bearing account with withdrawals conditions upon approval of the County Administrator. Interest on cash deposits shall be retained by the applicant only if the applicant satisfactorily corrects all incidental deficiencies guaranteed by the deposit.

(f) Amount of financial security. If financial security is required, the applicant shall provide an estimate from the engineer of record for the cost to remove and replace all public subdivision improvements with incidental deficiencies. The amount of the financial security to be provided by the applicant shall be 150% of the cost estimate or \$7,500, whichever is greater.

(g) Warranty inspection. The County shall inspect all warranted public subdivision improvements prior to the expiration of the two year warranty period and provide to the applicant a list of deficiencies noted during the inspection. The applicant shall remain responsible for correcting any deficiencies noted in the inspection even if the corrective action is not completed until after the expiration of the two year warranty period.

(h) Approval process Checklists provided by the appropriate department will give the applicant quick and ready access to the requirements of this article.

(i) Recreational amenities. For proposed subdivisions that are designed to utilize significant recreational amenities, including but not limited to a golf course, swimming pool, club house or tennis courts, the area designated for those uses shall be included in the final plat.

(j) Infrastructure Maintenance Disclosure. For any residential plat submitted to the Board on or after June 1, 2017, the applicant shall provide a complete listing of the infrastructure expected to be constructed within the platted area along with the location of such infrastructure and a disclosure of the person or entity responsible for maintenance of such infrastructure. The format of this disclosure shall substantially mirror that provided in section 86-166 of the Escambia County Code of Ordinances.

SECTION 2. SEVERABILITY.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions 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 be codified as required by Section 125.68, Fla. Stat. (2016); and that the sections, subsections and other provisions 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 filing with the Department of State.

DONE AND ENACTED this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____

_____, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____

Deputy Clerk

(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

DRAFT

**ARTICLE V. DISCLOSURE REGARDING
ABUTTING ROADWAYS**

Sec. 86-161. Citation and title.

This article shall constitute "Chapter 86, Article V of the Code of Ordinances of Escambia County" and may be cited as such; the title of this article shall be "Abutting Roadways Maintenance Disclosure."

(Code 1985, § 1-29.2-71)

Sec. 86-162. Purpose.

Since the proprietary status and quality of roadways abutting residential lots have an impact on the responsibilities of homeowners to maintain such roadways, the ability to dedicate such roadways, and the development of such residential lots, the purpose of this article is to

establish a mechanism whereby buyers of real property will be notified of the status of abutting roadways to avoid surprise at some later date. (Code 1985, § 1-29.2-72)

Sec. 86-163. Definitions.

The following words, terms and phrases when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Roadway means a public or private right-of-way designed for vehicular traffic including all of the land lying between the right-of-way lines as delineated on a plat showing such roadways or other method of designation whether improved or unimproved.

Sale means transmission of real property from one person to another by voluntary act and agreement between the seller and buyer founded on a valuable consideration. The meaning does not include transfers of real property conducted under a judgment, order, or supervision of a court of law or equity.

Seller means the owner or title holder of real property or person or entity who has authority to enter into a contract for sale of the property. (Code 1985, § 1-29.2-73)

Cross reference—Definitions generally, § 1-2.

Sec. 86-164. Exemptions.

The following transfers shall be exempt from this article:

- (1) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in the administration of an estate, transfers pursuant to a writ of execution, transfers by any foreclosure sale, transfers by a trustee in bankruptcy, transfers by eminent domain, and transfers resulting from a decree for specific performance.
- (2) Transfers to a mortgagee by a mortgagor or successor in interest who is in default; transfers to a beneficiary of a deed of trust by a trustor or successor in interest who is in default; transfers by any foreclosure

sale after default, in an obligation secured by a mortgage; transfers by a sale under a power of sale or any foreclosure sale under a decree of foreclosure after default in an obligation secured by a deed of trust or secured by any other instrument containing a power of sale; or transfers by a mortgagee or a beneficiary under a deed of trust who has acquired the real property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure, or has acquired the real property by a deed in lieu of foreclosure.

- (3) Transfer by a bank, savings and loan association, mortgage banker, the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, or other institutional lender who has acquired the property through foreclosure or deed in lieu of foreclosure.
 - (4) Transfers of condominiums, as defined in F.S. ch. 718; cooperatives, as defined in F.S. ch. 719; and time share plans, as defined in F.S. ch. 721.
 - (5) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust.
 - (6) Transfers from one co-owner to one or more other co-owners.
 - (7) Transfers made to a spouse or to a person or persons related by consanguinity to one or more of the transferors.
 - (8) Transfers between spouses resulting from a decree of dissolution of marriage or a decree of legal separation or from a property settlement agreement incidental to such a decree.
 - (9) Transfers under F.S. ch. 197 as a result of failure to pay property taxes.
 - (10) Transfers or exchanges to or from an governmental entity.
- (Code 1985, § 1-29.2-74)

Sec. 86-165. Disclosure.

(a) Prior to execution of a contract for sale, including an installation sales agreement, for any improved or unimproved residential lot or lots located in the unincorporated areas of the county, the seller shall disclose to the buyer:

- (1) Whether the portions of any roadway that abuts the lot or lots to be purchased has been accepted by the county for maintenance; and
- (2) That the seller of a residential building lot is required prior to the completion of any sales transaction to certify to the buyer that such lot, which is the subject of such contract for sale, is a part of a subdivision approved under the provisions of the 1996 Land Development Code of the county or that it has been specifically exempted from that code for the reasons which shall be specified in the disclosure statement.

(b) Information as to whether the subject portion of roadway has been accepted for maintenance by county or as to whether a particular residential lot is a part of a subdivision approved by the county shall be provided in writing by county to seller within ten business days after receipt of a written request from seller on a form prepared and provided by the department of public works.

(Code 1985, § 1-29.2-75)

Sec. 86-166. Format.

(a) The disclosure shall be a separate document which shall be prominently titled "Abutting Roadway Maintenance Disclosure" and "Subdivision Certification." In addition, the document must be signed by both the seller and the buyer and witnessed by two persons. If the property abuts more than one roadway, the seller may use one form to indicate the status of all such roadways.

(b) The board of county commissioners shall provide such forms, however, sellers may produce their own forms provided the types sizes for the title and body are no smaller than those on the

forms provided by the board of county commissioners and the forms otherwise comply with the disclosure requirements of this article.

(Code 1985, § 1-29.2-76)

Sec. 86-167. Additional language.

The disclosures shall additionally provide that the county will not accept for maintenance roadways not built or improved to meet county standards. However the preceding provision shall not be construed to enlarge or create any responsibility of the county to accept roadways for maintenance.

(Code 1985, § 1-29.2-77)

Sec. 86-168. Filing.

The disclosure documents shall be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of the county. However, failure to comply with this article shall not jeopardize the validity of any deed, nor effect the date of filing of the deed. Moreover, the acceptance of the disclosures by county employees for filing in the public records shall in no way be construed as an acknowledgement by the county of the truth of the statements therein. In addition, the acceptance for filing of any deed or other instrument shall not be an acknowledgement of compliance with the requirements of this article.

(Code 1985, § 1-29.2-78)

Sec. 86-169. Effect on title.

No transfer subject to this article shall be invalidated solely because of the failure of any person to comply with any provisions of this article.

(Code 1985, § 1-29.2-79)

Sec. 86-170. Penalties.

Any seller who shall violate any provision of this article, or who shall fail, neglect or refuse to comply with the requirements of this article, shall be prosecuted in the same manner as a misdemeanor in the second degree, and upon conviction shall be punished by a fine not to exceed \$500.00 or imprisonment in the county jail not to exceed 60 days or by both such fine and imprisonment

pursuant to F.S. §§ 775.08, 775.081, 775.082 and 775.083. A separate offense shall be deemed committed for each transaction wherein the requirements of this article are not followed. (Code 1985, § 1-29.2-80)

Secs. 86-171—86-190. Reserved.

ARTICLE VI. PARADES, PROCESSIONS AND PUBLIC DEMONSTRATIONS*

DIVISION 1. GENERALLY

Sec. 86-191. Hindering or interference.

It shall be unlawful for any person to willfully hinder or impede the progress or interfere in any manner in the holding of a lawfully authorized parade or procession. (Code 1985, § 1-21-2; Ord. No. 2004-15, § 1, 3-18-2004)

Secs. 86-192—86-210. Reserved.

DIVISION 2. RESERVED†

Secs. 86-211—86-240. Reserved.

ARTICLE VII. BRIDGE TOLLS

Sec. 86-241. Findings.

It is hereby found and determined that:

- (1) The proper maintenance, repair and administration of the bridge is vital to the health and welfare of the people of the county, especially those using the properties and facilities of Santa Rosa Island.

*Cross reference—Traffic and vehicles, pt. I, ch. 94.

State law reference—Power of county to regulate assemblages, F.S. § 316.008(1)(c).

†Editor's note—Sections 2—5 of Ord. No. 2004-15, adopted March 18, 2004, repealed §§ 86-211—86-214, which had been codified under Div. 2, Permits, and derived from the 1985 Code §§ 1-21-19—1-12-22; and Ord. No. 99-21, adopted April 22, 1999.

- (2) It is necessary to identify a source of funding for the maintenance, repair and administration of the bridge. The county hereby determines and finds that it is most equitable and appropriate that those persons using the properties and facilities of Santa Rosa Island should bear the majority of the cost of the maintenance, repair and administration of the bridge, and that such burden should be most appropriately distributed by establishing a schedule of tolls for those persons using the bridge.

- (3) It is equitable to establish a schedule of fees for the bridge taking into account different classifications of use of the bridge.

(Code 1985, § 1-30.5-2(a))

Sec. 86-242. Establishment of tolls.

The schedule of tolls attached hereto as Exhibit A is hereby established for those persons using the bridge. Such schedule of tolls may be amended and revised from time to time as necessary by resolution of the board of county commissioners. (Code 1985, § 1-30.5-2(b))

Editor's note—Exhibit A, as referenced above, is not set out at length in this Code but is available for inspection in the offices of the county.

Sec. 86-243. Use of toll revenues.

The revenues collected from the tolls established as described in section 86-242 shall be used as determined by the board of county commissioners.

(Code 1985, § 1-30.5-2(c))

Sec. 86-244. Collection of tolls.

The board of county commissioners shall be responsible for collection of the tolls established as described in this article; provided, however, that the board of county commissioners may, from time to time, delegate to the Santa Rosa Island Authority the administrative duties of actually collecting and accounting for such tolls. Any tolls so collected by the Santa Rosa Island Authority shall be remitted to the county.

(Code 1985, § 1-30.5-2(d))

Committee of the Whole

6.

Meeting Date: 12/15/2016

Issue: Stipends for the Design/Build of the Escambia County Correctional Facility

From: Amy Lovoy, Assistant County Administrator

Information

Recommendation:

Stipends for the Design/Build of the Escambia County Correctional Facility

(Paul Nobles/Amy Lovoy - 30 min)

A. Board Discussion

B. Board Direction

Attachments

Stipends

DBIA Position on Stipends

Stipends and Payments for Work Product

Responses to Stipend Survey



Design-Build Services for the New Escambia County Correctional Facility

Possible Stipend Payments



- Survey responses were received from five of the firms that indicated their interest in the project on Tuesday, December 6, 2016.
- The questions related to:
 - The number of Design-Build project the firms had submitted on
 - Whether they were private or public
 - Whether stipends were provided or not
 - Whether not providing stipends would affect their response or not



Public Solicitations	Combined Experience
1. In the last fifteen years how many Design-Build solicitations has your firm submitted a response to?	1022
2. Of those Design-Build solicitations, how many were issued by a governmental entity?	998
3. Of those Design-Build solicitations issued by governmental entities, how many offered stipends?	428



Private Solicitations	Combined Experience
1. In the last fifteen years how many Design-Build solicitations has your firm submitted a response to?	1022
5. Of those Design-Build solicitations, how many were issued by a private entity?	119
6. Of those Design-Build solicitations issued by private entities, how many offered stipends?	45



7. Has the prospect of not being provided a stipend ever caused your firm to not submit on a project?
8. Would your firm consider not submitting on this project if stipends were not offered?

Response – 6 - Yes

1 - Maybe

1 - No



What Do Stipends Provide?

- Enhanced Competition
- Enhanced Proposal Quality
- Owner Ability to Use Work Product



Design Build Institute of America Position Paper

- Enhance competition by generating market interest in the project
- Help defray the cost of proposal development
- Signal the owner's serious intention to carry the project forward
- Encourage proposers to expend the time, money and resources



How Much Should the Stipend Be?

- DBIA – 0.01 – 0.25%
- FDOT – Before rule change dated 11/20/14
 - Complex, Urban & Rehab 0.12%
 - New Construction 0.10%
- Various DOTs - 0.18 - 0.20%

DBIA POSITION STATEMENT

USE OF STIPENDS

Background

A stipend is an amount paid by the owner to those shortlisted responsive proposers who are unsuccessful in obtaining contract award. Many owners use stipends as an integral part of their design-build procurement process, based on the fact that stipends:

- Enhance competition by generating market interest in the project from the most highly qualified design-build teams;
- Help defray the cost of proposal development incurred by the design-build teams;
- Signal the owner's serious intention to carry the project forward; and
- Encourage proposers to expend the time, money and resources to provide more creative and comprehensive solutions.

Position

The cost of preparing proposals for best-value design-build competitions can constitute a considerable burden upon the proposers. The stipend helps cover a portion of the design-build proposal costs and can provide an effective financial incentive that increases competition. While many firms will submit proposals in the absence of a stipend, some qualified firms may evaluate the proposal process skeptically, particularly when the RFP contains substantial submittal requirements that necessitate the expenditure of significant monies by the design-build proposers. In view of all these factors, DBIA believes that payment of a stipend is a best practice on most design-build projects.

While DBIA endorses the use of stipends, DBIA does not view the awarding of a stipend as a justification for making excessive demands upon the proposers. A stipend rarely covers the cost of proposal preparation, which can require a substantial investment on the part of the proposers.

When the RFP requires significant preliminary design work and submittals, for example, the difference between the stipend and the cost of creating the proposal may become so substantial that the stipend is relatively meaningless.

The amount of the stipend offered by owners should reflect a variety of factors. Industry surveys show stipends awarded to each responsive proposer commonly range between 0.01 percent and 0.25 percent of the project budget, although stipends of greater value have been



USE OF STIPENDS

distributed. DBIA believes that an owner should determine stipend amount based on the particular needs and complexities of a project, considering what is required to generate sufficient market interest from the most highly qualified design-build teams and the level of effort involved in proposal preparation.

DBIA maintains that public owners receive substantial value through the proposal process and that public interests are well served when an owner offers a stipend. In the Federal sector, OMB Circular No. A-11 (2006) encourages the use of stipends for the reasons described above. Other public owners have taken the position that they are precluded by applicable law from giving a stipend, based on arguments of the misuse or imprudent use of public funds. While this owner decision will be governed by applicable procurement laws, DBIA suggests that the policies reflected in the OMB Circular be considered by procurement authorities.

Some owners have conditioned their provision of a stipend upon a requirement that the proposer grant the owner the right to use the ideas in their technical proposals. However, DBIA does not believe that the payment of the stipend should be tied to ownership rights to the proposal documents. Nonetheless, the availability of a stipend and the terms governing its use should be identified in the RFQ and RFP.

In summary, DBIA considers the use of stipends one means to encourage participation in the proposal process. DBIA also believes that owners will be well served by looking beyond stipends and carefully examining the totality of their process for soliciting proposals. In this regard, DBIA recommends that owners incorporate all DBIA best practices regarding the source selection process, as contained in the DBIA Position Statement on Best Value Selection. These measures will not only reduce the burden upon proposers, but will also meet the legitimate needs and interests of the owner by encouraging active competition among quality design-build teams for the project award.

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This document should not be understood to offer legal or other professional service. If legal advice or other expert assistance is required, the services of a competent professional person should be sought.
Design-Build Institute of America, 1100 H Street, NW, Suite 500, Washington, DC 20005 – (202) 682-0110.

Stipends & Payment for Work Product in Design-Build Procurements

Q. Why should public agencies consider paying stipends to unsuccessful proposers in public agency design-build procurements? What are the legal considerations associated with such a decision and what is the appropriate amount payable?

Christine Ryan provides some guidance as to how and why you should consider stipends.

Justification for Decision to Pay a Stipend

While an offer to pay compensation to unsuccessful proposers (whether such compensation is called a stipulated fee, honorarium, payment for work product, or stipend) may increase the owner's direct costs of procurement, often substantially, public agencies that offer a stipend to shortlisted proposers believe that this expenditure is more than offset by the potential benefits of increased proposal competition, increased proposal quality and the potential for savings or other improvements in the agency's program through use of the unsuccessful proposers' ideas.

Enhanced Competition

In today's market, potential design-build contractors must select among many different business opportunities, and will consider many different factors in deciding which projects they want to compete for. Factors considered in making this decision include the anticipated cost and level of effort involved in participating in the competition, the likelihood of success, the level of potential profits if successful, and the owner's reputation in the industry. Design-build procurements require a higher level of effort than design-bid-build procurements, and design-build projects involve a higher level of risk than design-bid-build projects, which reduces the pool of firms interested in participating in any particular design-build procurement. The promise of a stipend helps to increase the number of firms within that pool.

Payment of a stipend can be critical to the success of a procurement where the owner has decided to establish a short list of firms eligible to compete in the procurement, and is of greatest concern for larger projects where the number of firms eligible to compete is limited. As

noted above, the likelihood of success is one of the factors evaluated by potential contractors in deciding whether to participate in a procurement. Experts recommend establishing a short list of three to five firms, which provides sufficient competition to ensure that the firms will sharpen their pencils in pricing the job, but also allows the more highly qualified firms to be comfortable with their chances of success. If one or more of the teams drops out of the competition after the short list is established, the list may become shorter than desired, possibly resulting in higher prices. The owner's promise to pay a stipend to defray the cost of the proposals encourages the short listed firms to remain in the competition.

Enhanced Proposal Quality

The likelihood that proposers will submit high quality proposals is increased by payment of a significant stipend. In order for a design-builder to provide the most innovative and cost effective proposal, a considerable amount of time must be spent up front to take the project design to a level that allows the contractor to determine an appropriate bid price. Much of the upfront effort belongs to the design members of the team, whose incentive to spend their own money on the proposal is limited due to their relatively small share of the work under the design-build contract. As with any business, it is difficult for design-build proposers to justify expenditures without a reasonable chance of recovering that cost. The better the chance of recovery of all or part of the investment, the more a proposer will be willing to spend in preparing the proposal. A significant portion of any stipend payment is often passed through to the designers to compensate them for the extensive work required to prepare the proposal. This allows them to perform additional work

and enhances the overall proposal quality.

Some owners are concerned about the possibility of below-standard proposals (i.e. a proposer participates in the process just to collect the payment). Owners have taken various steps to address this concern, including imposing responsiveness standards as a condition to payment of the stipend, requiring that payment be made only to proposers within the competitive range, or tying the amount of the stipend to the quality of the proposal.

Owner Ability to Use Work Product

Yet another advantage to owners — and one that has measurable benefits — is the fact that the payment can be structured as consideration for delivery of a work product. By payment of a stipend, the owner can thus gain clear rights of ownership, including the right to use ideas and concepts presented by unsuccessful proposers. Payment of compensation also avoids potential disputes and ill-will associated with the owner's use of an unsuccessful proposer's ideas.

Legal Considerations

A decision to pay a stipend triggers certain legal considerations for public agencies, including potential constitutional prohibitions on gifts of public funds as well as the individual agency's contracting policies and procedures. Owners should consult with their counsel regarding authority to pay payment stipends before including such a provision in procurement documents. Some agencies have determined that they can pay a stipend only if the proposers have entered into a formal contract agreeing to deliver work product in consideration for the stipend. Other agencies simply state the terms and conditions of payment of stipends in the request

for proposals. In such cases, the contract is created when the offer is accepted by the proposer through its submittal of a proposal.

Amount of Stipend

There is no established formula for determining stipend amounts. The amount can be based on the project budget or estimated construction costs, it can be a fraction of the estimated proposal costs, or it can be determined on some other basis. In some cases, the owner reserves the right to determine the value of the work product included in the proposal and to limit the amount payable based on that determination.¹

Federal Highway Administration (FHWA) regulations provide that FHWA will participate in stipends paid to unsuccessful proposers for federal-aid projects, stating that the stipend amount is “usually one-third to one-half of the estimated proposal development cost.”² This amount is generally equivalent to 0.2 percent of the estimated contract value.³

The chart below provides information regarding the stipends that were paid for various design-build procurements over the last several years, as well as the stipends that are required by law for several states. In general, owners of larger

projects pay a lower percentage than owners of smaller projects.

Notes:

- 1 This approach applies for stipends paid by TxDot
- 2 23 CFR 636.113.
- 3 Jennifer S. Shane et al, Variations in State Highway Agency Design-Build Programs (November 15, 2005) (Manuscript submitted to the Transportation Research Board for presentation at the Transportation Research Board’s 2006 Annual Meeting and published in the conference proceedings) (see http://www.mdt.mt.gov/research/docs/trb_cd/Files/06-2640.pdf)

INFO: Nossaman Guthner Knox & Elliott (www.nossaman.com)

Survey of Stipend Amounts Paid on Selected Projects

Project Owner	Stipend Amount	% DB Price	Comments
Arizona DOT	0.2% of estimated DB price	0.2%	See ADOT Design-Build Procurement and Administration Guide at http://www.azdot.gov/Highways/ConstGrp/DesignBuildGuide.asp
Colorado DOT (T-REX)	\$1,000,000	0.08%	Contract price \$1.186 billion
Florida DOT	Varies	0.1 to 0.5%	See guidelines at http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/625020010.pdf
Maryland State Highway Administration	0.2% of estimated design-build cost		See presentation at http://www.iccproject.com/PDFs/june29_presentation/ICC%20Contract%20Packaging%20A-E.pdf
Minnesota DOT	≥ 0.2% of estimated design-build cost	≥ 0.2%	Minnesota Statutes §161.3426 requires payment of a stipulated fee of at least 0.2% of the estimated design-build cost to the unsuccessful proposers
Nevada DOT	Up to 0.3% of estimated design-build cost		NRS 408.3886(6)
TxDOT (SH 130)	\$1,300,000	0.1%	Contract price \$1.3 billion
Utah DOT (I-15)	\$950,000	0.07%	Contract price \$1.36 billion
Utah DOT (Legacy Parkway)	\$500,000	0.12%	Contract price \$400 million
WSDOT (Everett and Kirkland projects)	One-third of estimated proposal development cost		See http://www.wsdot.wa.gov/NR/rdonlyres/4D24769E-873E-4238-8600-75B608363ADC/0/061506WSDOT_AGC_ACEC_DB.pdf

Stipend Survey

PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility

This survey is for informational purposes only and has no value either for or against your firm's RFQ submittal. The results of this survey will be used to assist with advising the Board of County Commissioners.

Question	Response
1. In the last fifteen years how many Design-Build solicitations has your firm submitted a response to?	Over 250
2. Of those Design-Build solicitations, how many were issued by a governmental entity?	Over 200* (80%)
3. Of those Design-Build solicitations issued by governmental entities, how many offered stipends?	15
4. Of those Design-Build solicitations, how many were issued by a private sector entity?	50 (20%)
5. Of those Design-Build solicitations issued by private sector entities, how many offered stipends?	Numerous**
6. Has the prospect of not being provided a stipend ever caused your firm to not submit on a project?	Yes
7. Would your firm consider not submitting on this project if stipends were not offered?	Yes
<p>General Comments regarding stipends –</p> <p>Ranked as the 8th Largest Design-Build Firm according to the Engineering News-Record's Top Contractors list, Archer Western Construction submits RFQ/RFP's for over a billion-dollar worth of design build solicitations each year. These include vertical buildings (statics referenced above) to heavy civil projects (not included above). For a project of similar magnitude and complexity, we would typically see a stipend offered to the unsuccessful shortlisted firms.</p> <p>*A large quantity of our government Design-Build solicitations are with the Federal Government such as the Department of Defense.</p> <p>**Quantity is undefinable as each depends on the delivery method as they may include a preconstruction services contract as there are no other offerors.</p>	

Firm Name Archer Wester Construction, LLC

Stipend Survey

PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility
 This survey is for informational purposes only and has no value either for or against your firm's RFQ submittal. The results of this survey will be used to assist with advising the Board of County Commissioners.

Question	Response
1. In the last fifteen years how many Design-Build solicitations has your firm submitted a response to?	392
2. Of those Design-Build solicitations, how many were issued by a governmental entity?	353 90%
3. Of those Design-Build solicitations issued by governmental entities, how many offered stipends?	317 90%
4. Of those Design-Build solicitations, how many were issued by a private sector entity?	39 10%
5. Of those Design-Build solicitations issued by private sector entities, how many offered stipends?	35 90%
6. Has the prospect of not being provided a stipend ever caused your firm to not submit on a project?	Yes
7. Would your firm consider not submitting on this project if stipends were not offered?	Yes
General Comments regarding stipends – <ul style="list-style-type: none"> • The County is rightfully expecting dependable pricing. We understand DLR is providing a "limited" amount of information that will not allow teams to accurately price this project without a considerable amount of work. The business model of the construction and architectural industry does not enable them to perform a substantial amount of work for free - not even the larger firms. • In order to accurately meet your expectations and requirements the architect and engineering firms on our team will all have to design, draw and provide a SIGNIFICANT amount of detail to reach the appropriate point for "dependable" pricing. Additionally, the General Contractor and his team will expend a lot of time, effort, and money to accurately validate and estimate the project's ultimate cost. • As one can imagine the better and busier firms do not prefer to take their staff away from revenue generating efforts. They are often content in investing in a large project and NOT collecting a stipend IF they are selected. The County can increase the number of interested teams by providing a significant stipend to the #2 and #3 ranked DBE teams generally in the amount ranging from .0015 to .0025 of the budget. 	

Firm Name: Charles N. White Construction Company

Stipend Survey

PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility

This survey is for informational purposes only and has no value either for or against your firm's RFQ submittal. The results of this survey will be used to assist with advising the Board of County Commissioners.

Question	Response
1. In the last fifteen years how many Design-Build solicitations has your firm submitted a response to?	160
2. Of those Design-Build solicitations, how many were issued by a governmental entity?	100
3. Of those Design-Build solicitations issued by governmental entities, how many offered stipends?	50
4. Of those Design-Build solicitations, how many were issued by a private sector entity?	28
5. Of those Design-Build solicitations issued by private sector entities, how many offered stipends?	10
6. Has the prospect of not being provided a stipend ever caused your firm to not submit on a project?	Yes
7. Would your firm consider not submitting on this project if stipends were not offered?	Yes
<p>General Comments regarding stipends – It must be noted that the majority of these proposals did not have a stipend because they were qualifications based selections. In accordance with DBIA best practices they were selecting the best team to help them establish the appropriate budget or were providing the budget and working with the selected team to determine the "Best Value". Best quality scope for their given budget.</p> <p>When there were stipends the amount was determined by the level of deliverables required. It is not necessary to do an extensive level of drawings to establish a maximum cost to construct. Our team can provide simple renderings and a couple of floor plans to establish a look for the client, provide additional detail through narratives, and establish a GMP guaranteed maximum price without a stipend. We would need a stipend if the requirement was for a complex set of documents and a lump sum price. When a team comes together under DBIA "Best Practices" and with an (IPD) integrated project delivery attitude, success will follow. Under a GMP the client can share in the savings and help control its own destiny.</p>	

Firm Name Moss & Associates Design Build Team (combined experience)

Stipend Survey

PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility

This survey is for informational purposes only and has no value either for or against your firm's RFQ submittal. The results of this survey will be used to assist with advising the Board of County Commissioners.

Question	Response
1. In the last fifteen years how many Design-Build solicitations has your firm submitted a response to?	Over 150
2. Of those Design-Build solicitations, how many were issued by a governmental entity?	Approximately 50%
3. Of those Design-Build solicitations issued by governmental entities, how many offered stipends?	Less than 5
4. Of those Design-Build solicitations, how many were issued by a private sector entity?	Approximately 50%
5. Of those Design-Build solicitations issued by private sector entities, how many offered stipends?	None
6. Has the prospect of not being provided a stipend ever caused your firm to not submit on a project?	Not by itself but in conjunction with other factors.
7. Would your firm consider not submitting on this project if stipends were not offered?	We would evaluate the submittal requirements and consider all factors.
General Comments regarding stipends -	

Firm Name W.G. Yates & Sons Construction Company

Stipend Survey

PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility

This survey is for informational purposes only and has no value either for or against your firm's RFQ submittal. The results of this survey will be used to assist with advising the Board of County Commissioners.

Question	Response
1. In the last fifteen years how many Design-Build solicitations has your firm submitted a response to?	Approx. 270
2. Of those Design-Build solicitations, how many were issued by a governmental entity?	Approx. 270
3. Of those Design-Build solicitations issued by governmental entities, how many offered stipends?	Approx. 35
4. Of those Design-Build solicitations, how many were issued by a private sector entity?	none
5. Of those Design-Build solicitations issued by private sector entities, how many offered stipends?	none
6. Has the prospect of not being provided a stipend ever caused your firm to not submit on a project?	no
7. Would your firm consider not submitting on this project if stipends were not offered?	no
General Comments regarding stipends –	

Firm Name Whitesell-Green/Caddell Joint Venture

Committee of the Whole

7.

Meeting Date: 12/15/2016

Issue: Legislative Priorities

From: Jack Brown, County Administrator

Information

Recommendation:

Legislative Priorities

(Jack Brown - 20 min)

A. Board Discussion

B. Board Direction

Attachments

No file(s) attached.

Committee of the Whole

8.

Meeting Date: 12/15/2016

Issue: Incentive for No Insurance

From: Thomas Turner, Department Director

Information

Recommendation:

Incentive for No Insurance

(Tom Turner - 15 min)

A. Board Discussion

B. Board Direction

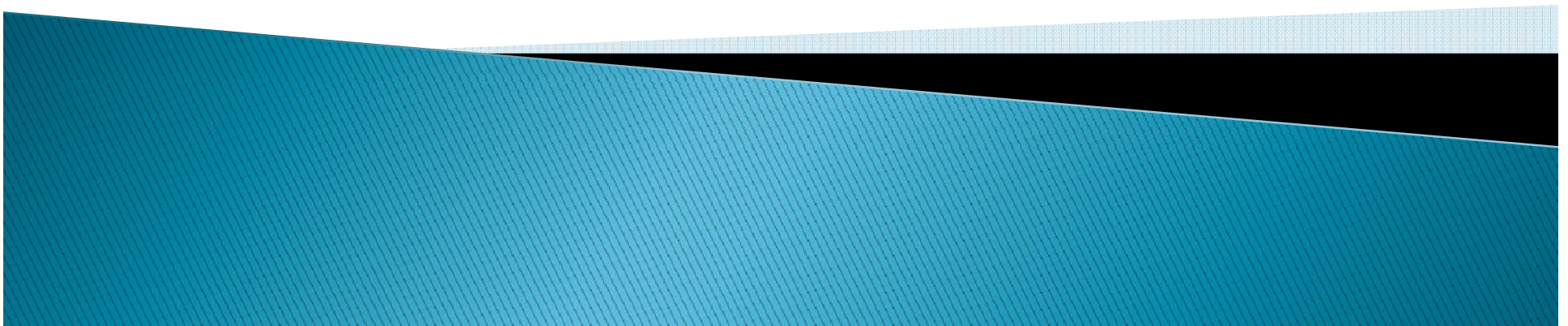
Attachments

Power Point for Dec 15 OPT OUT PAYMENTS

OPT OUT PAYMENTS

Health Insurance

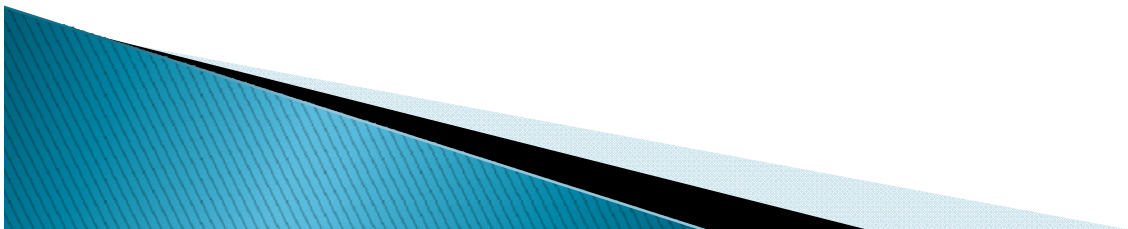
DECEMBER 15, 2016



OPT OUT PAYMENTS

Health Insurance

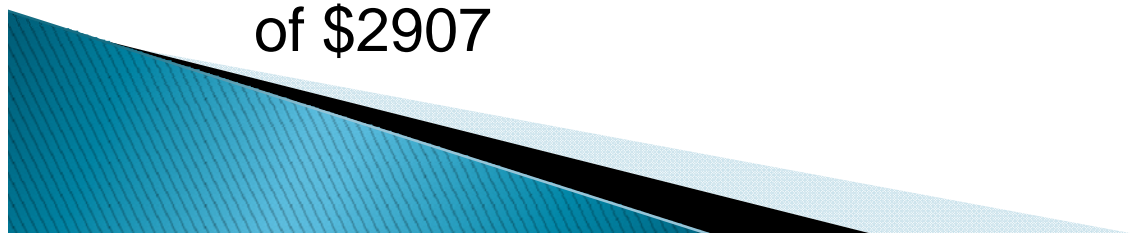
- ▶ Payments made to plan participants to encourage them to enroll in another health plan
- ▶ They are permissible under the Affordable Care Act, but...



OPT OUT PAYMENTS

Health Insurance

- ▶ Unless you assure participants are enrolled in a compliant plan at least annually:
 - Amounts paid as the incentive count as required premium payments under the plan
 - Required premiums for single coverage cannot exceed 9.69% of the person's annual household income
 - A \$30,000 per year employee has a maximum payment of \$2907



OPT OUT PAYMENTS

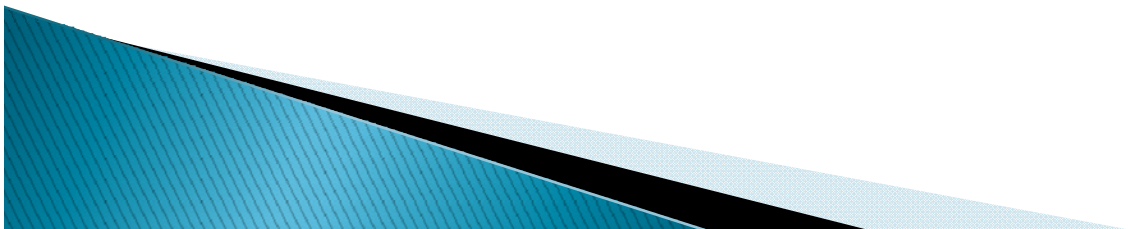
Health Insurance

- ▶ WHAT THE BCC DOES NOW

\$10,000 additional life insurance - Costs \$1/mo or \$12/yr

\$13/mo or \$156/yr discount for the high option dental insurance

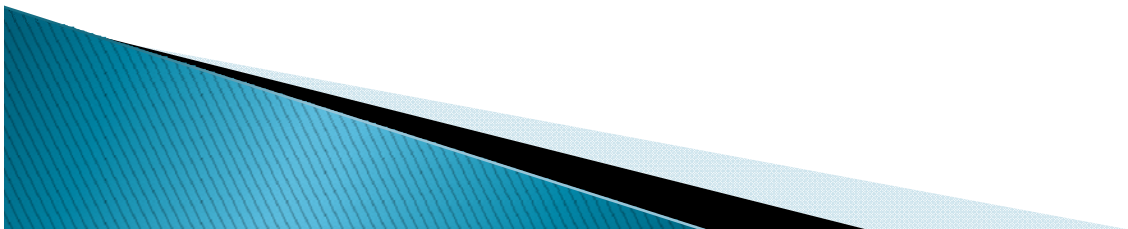
Total cost for about 215 who opt out is \$22,000 as several do not use the dental portion of the incentive



OPT OUT PAYMENTS

Health Insurance

- ▶ Current Cost Savings
- ▶ Hard cost is the administration and stop loss coverage costs of about \$90 per month or \$1100 annually. – Total from this is \$236,500
- ▶ Net savings of hard cost is \$214,500
- ▶ Soft cost is the avoided claims assuming average claim cost per employee. Average claim cost is \$950/mo or \$11,400/yr
- ▶ Net soft cost savings - \$2,451,000

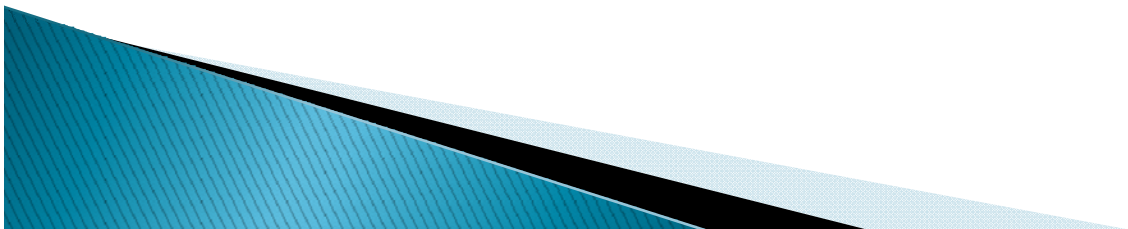


OPT OUT PAYMENTS

Health Insurance

- ▶ Cost of additional incentives (Assumes no added opt outs)
- ▶ \$1200/yr - \$258,000 – reduces savings by \$236,000
- ▶ \$1800/yr - \$387,000 – reduces savings by \$365,000
- ▶ \$2400/yr - \$516,000 – reduces savings by \$494,000
- ▶ \$3,270/yr - \$703,050 – reduces savings by \$703,050*

*Sheriff department offers this level



OPT OUT PAYMENTS

Health Insurance

- ▶ If the BCC decides to increase the incentive –

Require the employee secure health insurance from a source other than one funded by the BCC.

Plan on potentially additional funding in subsequent years, depending on the claim experience of the remaining employees.

Do not exhaust the reserve funds required by state law.



OPT OUT PAYMENTS

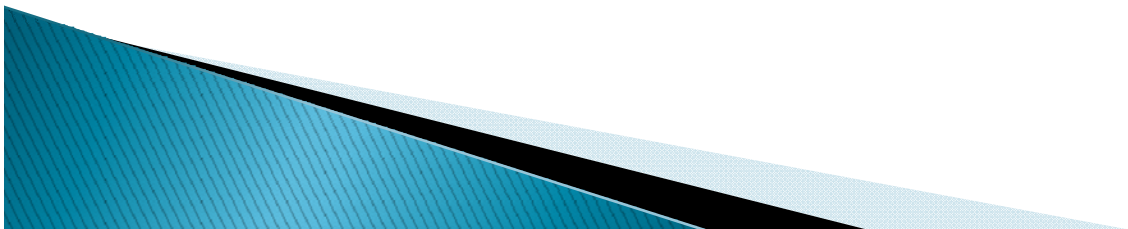
Health Insurance

- ▶ Required Reserves

Surplus Contingency – Required under F.S. 112.08

Two months of claim and administration cost

Incurred But Not Reported (IBNR) – This represents the costs of claims that are in process of being paid at any one time. Often described as claims lag.



OPT OUT PAYMENTS

Health Insurance

THANK YOU

