



NOTICE OF AWARD

DATE: January 20, 2022

BID: ITB 22-005

PROJECT NAME: Panther Parkway / Little Red Water Lake
Force Main Extension

CONTRACTOR: Go Underground Utilities LLC

This award was approved by the City Council on January 18, 2022 (see attached).

If not already provided, please 1) submit your certificate of insurance with coverage amounts described in the ITB documents, endorsement listing the City of Sebring as additional insured for all coverages except worker's compensation, 2) complete the vendor application online at vendorregistry.com within the next (10) ten days or prior to beginning work, whichever comes first, and 3) submit the signed contract within ten (10) days of receipt.

Bid bonds and bid guarantees received, if any, are released for all vendors other than the vendor being recommended for award.

Lisa Osha
City of Sebring, Purchasing Agent
368 South Commerce Avenue; Sebring, Florida 33870
Phone: 863-471-5110

CITY OF SEBRING

AGENDA ITEM SUMMARY

MEETING DATE: January 18, 2022

PRESENTER: Boggus

AGENDA ITEM#: 9 A - Bid acceptance for the interconnection of CRF-Sebring MHP, LLC. Budget Resolution No. 2022-01 and Budget Amendment No. 45

BACKGROUND: This agenda item was presented during Council's January 4, 2022 meeting and was tabled due to concerns related to the project contribution split with the developer and the lack of an easement needed for project construction (the Agenda Item Summary presented at the January 4th meeting is attached). Just to recap, ITB#22-005 low bid was submitted by Go Underground Utilities, Inc. in the amount of \$526,255.00.

To address Council's concerns, staff has reached out to Mr. Bill Drost, President Century Properties concerning the overage on this project. Mr. Drost has agreed to split the overage for the project which increases his contribution from \$200,000.00 to \$263,000.00. Mr. Drost is also assisting City staff in dealing with Gapway Groves, Inc. (Gapway) to obtain the required utility easement. Gapway's easement concerns are being addressed and the easement should be obtainable soon after a land survey can be completed.

The approved 2021-2022 fiscal year budget does not include funds for this sewer interconnection project. Attached for Council's consideration is Budget Amendment #45 budgeting for the Developer Cost Contribution in the amount of \$263,000.00 and using Utilities Fund Balance brought Forward for the remainder of the costs, \$263,255.00, for this project.

Attachments:

- A. AIS presented to Council at the January 4, 2022 meeting.
B. AIS 10G dated January 5, 2021
C. Development Agreement between the City and CRF-Sebring MHP, LLC.
D. ITB #22-005 Notice of Staff Recommendation and Tabulation Sheet
E. Polston Engineering, Inc. Bid Review and Recommendation Letter
F. Budget Resolution No. 2022-01
G. Budget Amendment No. 45

For Council's consideration, Staff submits the following recommendations:

- 1. Accept Go Underground Utilities, LLC. Bid in the amount of \$526,255.00 to interconnect Little Redwater Lake Mobile Home Community.
2. Approve Budget Resolution No. 2022-01
3. Approve Budget Amendment No. 45
4. Instruct the City's Attorney to prepare the necessary contract for the completion of this Project.

REQUESTED MOTION: Approve Staff's recommendations as presented

COUNCIL ACTION:

APPROVED Moved by: ; Seconded by:
DENIED Bishop ___ Carlisle ___ Dettman ___ Stewart ___ Lowrance ___
TABLED TO:
OTHER

Attachment - A

CITY OF SEBRING

AGENDA ITEM SUMMARY

MEETING DATE: January 4, 2022

PRESENTER: Boggus

AGENDA ITEM#: _____ Bid acceptance for the interconnection of CRF-Sebring MHP, LLC.
Budget Resolution No. 2022-01 and Budget Amendment No. 45

BACKGROUND: At your January 5, 2021 meeting, Council (1) approved a Development Agreement with CRF – Sebring MHP, LLC obligating the City to provide water and sewer and (2) accepted a proposal from Polston Engineering to provide engineering services including bid ready specifications for the new sanitary sewer forcemain needed to provide service to Waterside Mobile Home Park (a new development). City water service is presently available. Per the Development Agreement, CRF – Sebring MHP, LLC. will reimburse the City for one-half of the project costs up to \$200,000.00.

On December 21, 2021, submittals for ITB#22-005 were opened. Staff, with the assistance of Polston Engineering, reviewed the bids received and can find no reason not to accept the low bid from Go Underground Utilities, LLC in the amount of \$526,255.00.

The approved 2021-2022 fiscal year budget does not include funds for this sewer interconnection project. Attached for Council’s consideration is Budget Amendment #45 budgeting for the Developer Cost Contribution in the amount \$200,000 and using Utilities Fund Balance Brought Forward for the remainder of the cost, \$326,255, for this project.

Attachments:

- A. AIS 10G dated January 5, 2021
- B. Development Agreement between the City and CRF-Sebring MHP, LLC.
- C. ITB #22-005 Notice of Staff Recommendation and Tabulation Sheet
- D. Polston Engineering, Inc. Bid Review and Recommendation Letter
- E. Budget Resolution No. 2022-01
- F. Budget Amendment No. 45

For Council's consideration, Staff submits the following recommendations:

1. Accept Go Underground Utilities, LLC. Bid in the amount of \$526,255.00 to Interconnect Little Redwater Lake Mobile Home Community.
2. Approve Budget Resolution No. 2022-01
3. Approve Budget Amendment No. 45
4. Instruct the City’s Attorney to prepare the necessary contract for the completion of this Project.

REQUESTED MOTION: Approve Staff’s recommendations as presented

COUNCIL ACTION:

_____ APPROVED
 _____ DENIED
 _____ TABLED TO: _____
 _____ OTHER

Moved by: _____; Seconded by: _____
 Bishop ___ Carlisle ___ Dettman ___ Stewart ___ Lowrance _____

Attachment - B

CITY OF SEBRING

AGENDA ITEM SUMMARY

MEETING DATE: January 5, 2021

PRESENTER: Boggus

AGENDA ITEM: #10 G Budget Amendment #31 – Little Redwater Lake Mobile Home Community Force Main Engineering / Permitting

BACKGROUND: As per the development agreement (subject to Council approval), the City will design, engineer, permit and construct an extension (force main) of the City's existing sanitary sewer collection system. Century Companies will reimburse the city for one-half of these costs up to \$200,000.00. Staff has requested and received a proposal from Polston Engineering to provide engineering services for the new sanitary sewer force main in the amount of \$56,000.00 (please see Attachment A).

The Utilities Department's approved 2020/2021 budget for engineering does not have sufficient funds to cover the expense for this project. However, there are sufficient funds available in the department's Contingency Account. Budget Amendment # 31 transfers funds from Contingency to Engineering Services to fully fund the engineering phase of this project.

REQUESTED MOTION: Accept Polston Engineering Proposal in the amount of \$56,000.00 and Approve Budget Amendment #31

COUNCIL ACTION:

APPROVED Moved by: _____ ; Seconded : _____
 DENIED Dettman _____ Ivy _____ Lowrance _____ Stewart _____ Carlisle _____
 TABLED TO _____
 OTHER _____

Attachment - C

Prepared by and Return to:
Timothy F. Campbell, Esquire
Clark, Campbell, Lancaster & Munson, P.A.
500 South Florida Avenue, Suite 800
Lakeland, Florida 33801
tcampbell@ccimlaw.com

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made as of the 5th day of January, 2021, by and between the City of Sebring, 368 S. Commerce Avenue, Sebring, Florida 33870, (the "City"), and CRF – Sebring MHP, LLC, a Florida limited liability company, or its assigns, whose address is 500 South Florida Avenue, Suite 700, Lakeland, Florida 33801 (the "Developer").

WHEREAS, Developer is considering the purchase of all or a portion of a parcel of real property described in Exhibit "A," attached hereto and incorporated herein by reference ("Property"), that is located within the City of Sebring utility service area, for the development of an approximately 340-unit mobile home community ("Development Project"); and

WHEREAS, the Development Project will generate significant utility revenues and provide an economic benefit to the City, and;

WHEREAS, in order for Developer to purchase the Property and make the investment to develop the Development Project, it is necessary that wastewater utilities be available at the property boundary of the Property; and

WHEREAS, the City is interested in encouraging the Development Project, in part, as a result of the economic benefit to the City and the additional City utility revenues that the Development Project will generate, and;

WHEREAS, Florida state law requires that real property annexed to the boundary of an incorporated municipality must lie contiguous to the boundary of the municipality, and;

WHEREAS, at the present time, the Property is not contiguous to the municipal boundary of the City, and;

WHEREAS, the Developer has agreed to execute a voluntary annexation agreement so that the Property can be annexed by the City at such time that the Property becomes contiguous to the municipal boundary of the City; and

WHEREAS, in order for the City to receive the benefits set forth herein, and as an inducement for Developer to purchase the Property, execute a voluntary annexation agreement, and develop the Development Project, the City and Developer hereby enter into this Development Agreement.

NOW, THEREFORE, for and in consideration of the covenants and promises set forth herein, the sum of Ten and no/100 (\$10.00) Dollars, and other good and valuable consideration herein specified, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The Recitals set forth at the beginning of this Agreement are hereby incorporated into this Agreement as if more specifically set forth herein as findings of fact to serve as the public purpose and legal basis for this Agreement.

2. Developer Obligations. As a condition precedent to receiving the benefit of this Agreement, Developer shall do the following (the "**Developer Obligations**"):

- a. Purchase all or a portion of the Property for the Development Project;
- b. Execute a declaration of covenants in the form set forth in Exhibit "B."
- c. Develop all or a portion of the Development Project;
- d. Design, engineer, permit and construct all wastewater improvements within the Property from the connection with the City's Wastewater Forcemain Extension that are necessary to serve the Development Project (collectively, the "**Wastewater Improvements**") at Developer's sole cost and expense, pursuant to final construction plans approved by the City in an expedited manner in accordance with the City's customary plan approval process;
- e. Dedicate the Wastewater Improvements and a utility easement at least fifteen feet wide for the ownership, operation and maintenance of the Wastewater Improvements to the City;
- f. Own, operate and maintain the wastewater lines between the sewer collection line and each home within the Development Project;
- g. Pay the standard wastewater connection fees and charges to the City for each connection to the City's wastewater system;
- h. Design, engineer, permit and construct a connection from the City's existing twelve inch (12") potable water line, and all water lines and fire hydrants within the Property to serve the Development Project pursuant to City specifications (collectively, the "**Public Water Improvements**") at Developer's sole cost and expense, pursuant to

final construction plans approved by the City in an expedited manner in accordance with its customary plan approval process;

i. Dedicate the Public Water Improvements and a utility easement at least fifteen feet wide for the ownership, operation and maintenance of the Public Water Improvements to the City;

j. Own, operate and maintain the water lines between the meter for the Public Water Improvements and each home within the Development Project; and

k. Pay the standard water connection fees and charges to the City for each home that connects to the City's potable water system.

l. If the City completes the design, permitting and construction of the Wastewater Force Main Extension and receives the final approval from the Florida Department of Environmental Protection or other applicable agencies to operate the Wastewater Force Main Extension, Developer shall pay the City, within thirty (30) days after the receipt of an invoice, supported by appropriate invoices and documentation, one-half of the City Force Main Construction Costs Incurred (defined below) (the "**Developer's Cost Contribution**"), but in no event shall Developer's Cost Contribution be greater than \$200,000.00 (the "**Developer's Maximum Cost Contribution**").

3. City Obligations. Subject to the Developer's completion of the Developer Obligations as set forth above, the City shall be obligated as follows (the "**City Obligations**"):

a. Design, engineer, permit and construct (the "**City's Work**") an extension of the City's existing eight inch (8") municipal wastewater force main to the Property as generally depicted in Exhibit "C" (the "**Wastewater Force Main Extension**"), all pursuant to the City's competitive bid process and substantially within the following time line:

- **Design:** Commence within thirty (30) days after the Effective Date, and diligently pursue until completion.
- **Permitting:** Commence within thirty (30) days after the completion of the design plans, and diligently pursue until completion.
- **Bidding Process:** Commence bid process for the approved and permitted plans for the Wastewater Force Main Extension within thirty (30) days after receipt of written notice from Developer that it has closed on the purchase of the Property, and diligently pursue until completion.
- **Construction Contract:** Enter into construction contract with City's selected contractor to construct the Wastewater Force Main Extension within sixty (60) days after the bidding process providing for commencement of construction of the Wastewater Force Main Extension pursuant to the approved and permitted plans within thirty (30) days after the effective date of the construction

contract and completion of construction within thirty (30) days after commencement of construction.

b. Promptly and diligently pursue the City's Work for the Wastewater Force Main Extension, provide monthly status reports to Developer regarding the City's Work, and provide an invitation to Developer to attend any design, engineering, construction or regulatory meeting whether it be in person, or by video or telephone conference;

c. Provide the Developer with a report of the final costs incurred by the City to design, engineer, permit (including any reimbursements to the Developer, if any, as set forth above) and construct (or the portion thereof completed by the City) the Wastewater Force Main Extension, supported by appropriate invoices and documentation, ("**City Force Main Construction Costs Incurred**");

d. Own, operate, maintain and replace, if and when necessary, the Wastewater Force Main Extension, the Wastewater Improvements, the Public Water Improvements (including the individual house meters), and all other City owned wastewater improvements and Public Water Improvements at the City's sole cost and expense, except those portions described in paragraphs 2.f. and 2.j. of this Agreement that Developer shall continue to own, operate and maintain.

4. This Agreement may be duly recorded in the public records of Highlands County, Florida.

5. This Agreement is governed by and interpreted in accordance with the laws of the State of Florida.

6. Any notice hereunder shall be given in writing to the party for whom it is intended, in person or by certified mail, at the addresses first set forth above.

7. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. All rights hereunder may be assigned by the Developer to successors in interest to all or any portion of the Property and to other parties as specifically authorized above, provided that notice of each assignment shall be given in writing to the City.

8. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated, and signed by both parties. This constitutes the entire agreement between the parties. Neither party shall be bound by any term, conditions, statement, or representations, oral or written, not contained herein.

9. Further Assurances. In addition to the obligations required to be performed by the parties hereto, the parties agree to perform such other acts, and to execute, acknowledge, and

deliver such instruments, documents and other materials, as either party may reasonably request in order to effectuate the consummation of the matters contemplated herein.

10. Time of Essence. Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party hereto. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by one party shall not be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date specified herein shall fall on a Saturday, Sunday or legal holiday, the date shall be extended to the next succeeding business day. For purposes of the foregoing, "**Business Day**" will mean any day, other than a Saturday, Sunday or legal holiday, on which the City of Sebring is open for business.

11. The effective date of this Agreement ("**Effective Date**") shall be the date upon which the last of the parties hereto executes this document, which date shall be inserted at the beginning of this Agreement.

IN WITNESS WHEREOF, and as authorized by the City Commissioners, the parties have executed this Agreement to be effective as of the Effective Date.

Two Witnesses as to City:

Tiffany Hill
(Printed Name) Tiffany Hill

Jessica R
(Printed Name) Jessica R

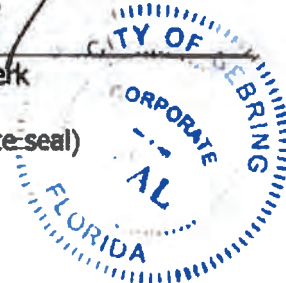
Date: January 5, 2021

CITY OF SEBRING, a Florida municipal corporation

By: Leonard B. Carlisle, Jr.
Leonard B. Carlisle, Jr., Council President

Attest:
By: Kathy Haley
Kathy Haley, City Clerk

(corporate seal)



STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5th day of January, 2021, by Leonard B. Carlisle Jr, as President City Council of the City of Sebring, a Florida municipal corporation, who is personally known to me or who produced _____ as identification.

(NOTARY SEAL)



[Signature]

Notary Public - State of Florida
Print Name: _____
My Commission Expires: _____

Two Witnesses as to Developer:

Ann Luchka
(Printed Name) Ann Luchka

Edin C. Geiger
(Printed Name) Edin C. Geiger

Date: December 31, 2020

CRF-SEBRING MHP, LLC, a
Florida limited liability company

By: Century Properties - MHP, LLC, a
Florida limited liability company, its Manager

BY: *William D. Drost*
William D. Drost, President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 31st day of December, 2020, by William D. Drost, as President of Century Properties - MHP, LLC, a Florida limited liability company, the Manager of CRF-SEBRING MHP, LLC, a Florida limited liability company, who is personally known to me or who produced _____ as identification.

(NOTARY SEAL)



Elizabeth A. Suco
Notary Public - State of Florida
Print Name: Elizabeth A. Suco
My Commission Expires: 04/19/2022

Exhibit "A"
(Property)

PARCEL (C123428-A0000500000):

All of Government Lots 6 and 7, a/k/a the East 1/2 of the Southeast 1/4, of Section 12, Township 34 South, Range 28 East, Highlands County, Florida, and that portion of Government Lots 5 and 8 a/k/a West 1/2 of the Southeast 1/4 of Section 12, Township 34 South, Range 28 East, Highlands County, Florida, particularly described as follows: Beginning at a point on the Southeast corner of said Government Lot 8, which is 59 feet North of the Southeast corner of said Government Lot 8, thence N 40° W, along the Northernly side of a county road, 930 feet to a point, thence N 34°28' E to a point of the East line of said Government Lot 5, thence South along the East line of said Government Lots 5 and 8 to the point of beginning; AND

PARCEL (C123428-A0000500000):

The South 3/4 of the West 1/2 of the Southeast 1/4 of the Northwest 1/4, and the South 3/4 of the East 1/2 of the Southwest 1/4 of the Northwest 1/4, and the West 1/2 of the Southwest 1/4 of the Northwest 1/4, and Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4, and Northwest 1/4 of the Southwest 1/4, and Southwest 1/4 of the Southwest 1/4, all lying in Section 7, Township 34 South, Range 29 East, Highlands County, Florida; AND

PARCEL (C123428-A0000500000):

The West four acres of the East 1/4 of Section 13, Township 34 South, Range 28 East, Highlands County, Florida, lying Northeast of abandoned railroad

Exhibit "B"

Prepared by:
Robert S. Swaine
Swaine, Harris & Wohl, P.A.
425 South Commerce Avenue
Sebring, FL 33870-3702

DECLARATION OF COVENANTS

SUBDIVISION: Bowers Block

CRF – Sebring MHP, LLC, a Florida limited liability company (herein called "Declarant"), is the owner in fee simple of certain real property (herein called the "Property"), located at 2534 Beacon Avenue, Sebring, FL 33870 in Highlands County, Florida, more particularly described on Schedule "A" attached hereto. For good and valuable consideration, and in exchange for the right for the owner of the Property to pay for and receive the service(s) with respect to the Property checked below from the City of Sebring:

- | | | | |
|-------------------------------------|------------------------|-------------------------------------|-------------------------|
| <input checked="" type="checkbox"/> | water service | <input checked="" type="checkbox"/> | fire hydrants |
| <input checked="" type="checkbox"/> | sanitary sewer service | <input type="checkbox"/> | fire protection service |

Declarant hereby declares that the Property shall be subject to the following covenant, which shall constitute a covenant running with the Property and shall be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns.

When the Property becomes contiguous to the city limits of the City of Sebring, the Property shall be subject to annexation into said city limits if and when the City of Sebring City Council determines such annexation is in the best interest of the City. This declaration shall be considered an irrevocable petition to the City of Sebring for such annexation and Declarant further agrees, for itself, its successors and assigns, to execute any additional instrument or documents requested by the City of Sebring to facilitate any future annexation of the Property.

The Declarant agrees further to consent to the annexation of this Property in connection with any future referendum election under Section 171.0413, Florida Statutes, as the same may be amended from time to time. If annexed, Declarant consents to all applicable non-ad valorem assessments levied on the Property within the City of Sebring.

This covenant shall run perpetually with and bind the Property, and shall inure to the benefit of and be enforceable by the City of Sebring.

The undersigned covenants under the penalty of perjury that they are fully authorized to sign this Declaration for the Declarant and that it is fully enforceable under its terms.

Dated this ___ day of _____, 20__.

Two Witnesses:

(Printed Name)

(Printed Name)

Declarant: CRF – Sebring MHP, LLC, a
Florida limited liability company

By: Century Properties - MHP, LLC, a
Florida limited liability company, its Manager

By: William D. Drost, its President

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this ____ day
of December, 2020, by means of physical presence or online notarization, by William D. Drost, as
President of Century Properties - MHP, LLC, a Florida limited liability company, the manager of CRF –
Sebring MHP, LLC, a Florida limited liability company, who is personally known to me or who produced
_____ as identification.

Return to:
City of Sebring Utilities Dept.
321 N Mango St
Sebring, FL 33870

Notary Public
Commission No.: _____
(affix notarial seal)

Exhibit "B" (Three Pages)

Schedule "A"
to Declaration of Covenants

PARCEL (C123428-A0000500000):

All of Government Lots 6 and 7, a/k/a the East 1/2 of the Southeast 1/4, of Section 12, Township 34 South, Range 28 East, Highlands County, Florida, and that portion of Government Lots 5 and 8 a/k/a West 1/2 of the Southeast 1/4 of Section 12, Township 34 South, Range 28 East, Highlands County, Florida, particularly described as follows: Beginning at a point on the Southeast corner of said Government Lot 8, which is 59 feet North of the Southeast corner of said Government Lot 8, thence N 40° W, along the Northerly side of a county road, 950 feet to a point, thence N 34°28' E to a point of the East line of said Government Lot 5, thence South along the East line of said Government Lots 5 and 8 to the point of beginning; AND

PARCEL (C123428-A0000500000):

The South 3/4 of the West 1/2 of the Southeast 1/4 of the Northwest 1/4, and the South 3/4 of the East 1/2 of the Southwest 1/4 of the Northwest 1/4, and the West 1/2 of the Southwest 1/4 of the Northwest 1/4, and Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4, and Northwest 1/4 of the Southwest 1/4, and Southwest 1/4 of the Southwest 1/4, all lying in Section 7, Township 34 South, Range 29 East, Highlands County, Florida; AND

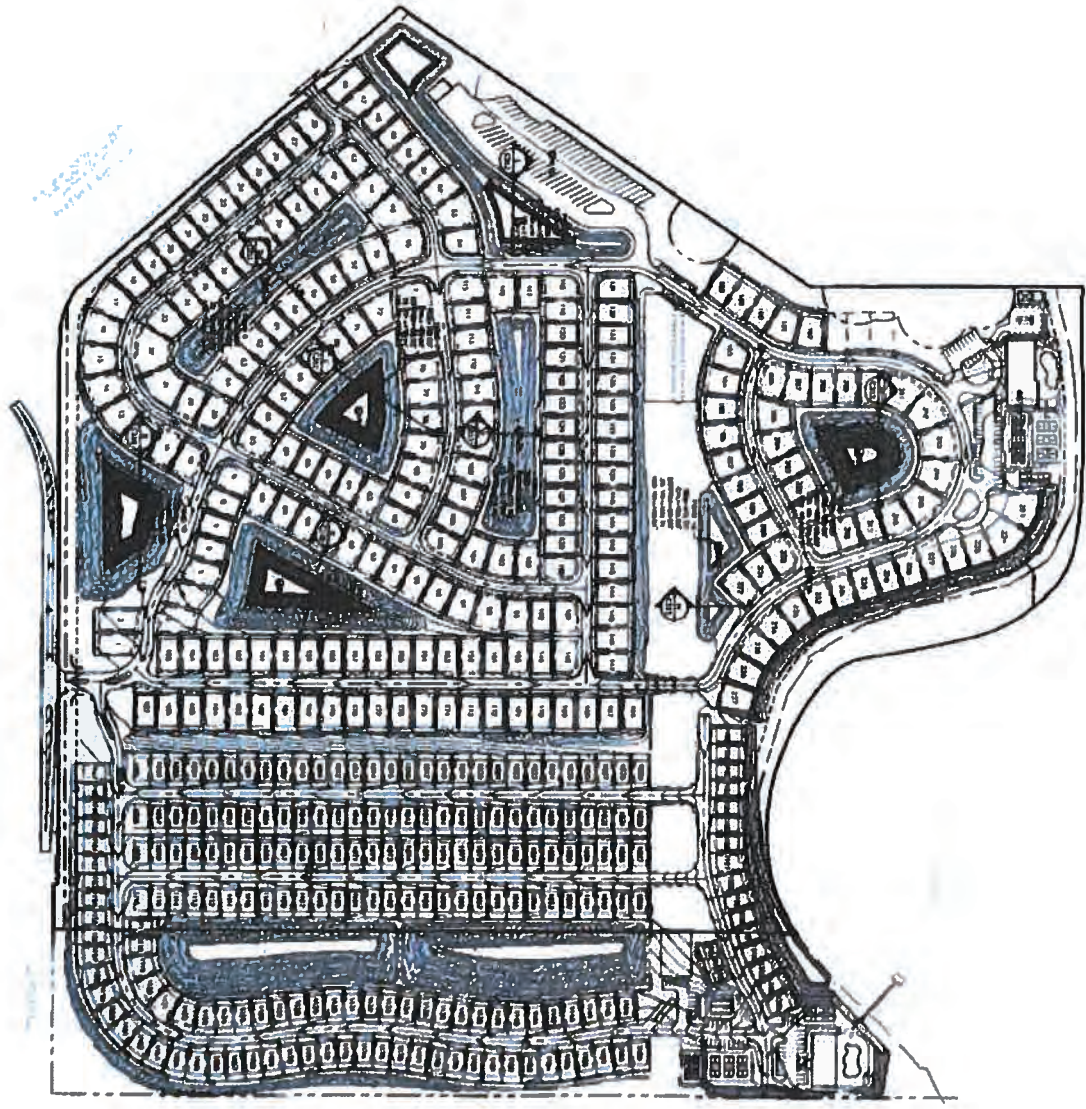
PARCEL (C123428-A0000500000):

The West four acres of the East 1/4 of Section 13, Township 34 South, Range 28 East, Highlands County, Florida, lying Northeast of abandoned railroad

Exhibit "C"



Exhibit "C"



1/25/2007
 11/15/2007
 11/15/2007

NOTES

1. All construction shall be in accordance with the latest editions of the International Building Code, International Residential Code, and all applicable local, state and federal codes and regulations.
2. All construction shall be in accordance with the latest editions of the International Building Code, International Residential Code, and all applicable local, state and federal codes and regulations.
3. All construction shall be in accordance with the latest editions of the International Building Code, International Residential Code, and all applicable local, state and federal codes and regulations.
4. All construction shall be in accordance with the latest editions of the International Building Code, International Residential Code, and all applicable local, state and federal codes and regulations.
5. All construction shall be in accordance with the latest editions of the International Building Code, International Residential Code, and all applicable local, state and federal codes and regulations.
6. All construction shall be in accordance with the latest editions of the International Building Code, International Residential Code, and all applicable local, state and federal codes and regulations.
7. All construction shall be in accordance with the latest editions of the International Building Code, International Residential Code, and all applicable local, state and federal codes and regulations.
8. All construction shall be in accordance with the latest editions of the International Building Code, International Residential Code, and all applicable local, state and federal codes and regulations.
9. All construction shall be in accordance with the latest editions of the International Building Code, International Residential Code, and all applicable local, state and federal codes and regulations.
10. All construction shall be in accordance with the latest editions of the International Building Code, International Residential Code, and all applicable local, state and federal codes and regulations.
11. All construction shall be in accordance with the latest editions of the International Building Code, International Residential Code, and all applicable local, state and federal codes and regulations.
12. All construction shall be in accordance with the latest editions of the International Building Code, International Residential Code, and all applicable local, state and federal codes and regulations.
13. All construction shall be in accordance with the latest editions of the International Building Code, International Residential Code, and all applicable local, state and federal codes and regulations.
14. All construction shall be in accordance with the latest editions of the International Building Code, International Residential Code, and all applicable local, state and federal codes and regulations.
15. All construction shall be in accordance with the latest editions of the International Building Code, International Residential Code, and all applicable local, state and federal codes and regulations.
16. All construction shall be in accordance with the latest editions of the International Building Code, International Residential Code, and all applicable local, state and federal codes and regulations.
17. All construction shall be in accordance with the latest editions of the International Building Code, International Residential Code, and all applicable local, state and federal codes and regulations.
18. All construction shall be in accordance with the latest editions of the International Building Code, International Residential Code, and all applicable local, state and federal codes and regulations.
19. All construction shall be in accordance with the latest editions of the International Building Code, International Residential Code, and all applicable local, state and federal codes and regulations.
20. All construction shall be in accordance with the latest editions of the International Building Code, International Residential Code, and all applicable local, state and federal codes and regulations.



CALL 888-888-8888
 DAVIS ENGINEERING
 10000 W. 100th Ave.
 Suite 1111
 Centennial, CO 80112

WATERSIDE MOBILE HOME PARK PREPARED FOR CENTURY COMPANIES, LLC	MASTER GRADING AND DRAINAGE PLAN	PROJECT NO. 045780002 DATE: JAN 2007 DRAWN BY: DMM CHECKED BY: MJD		Kimley-Horn 1100 KIMLEY-HORN AND KNUDSEN, INC. 1100 SOUTH UNIVERSITY AVENUE, SUITE 200, DENVER, CO 80202 PHONE: 303-733-8700 WWW.KIMLEY-HORN.COM CA 00002006	REV#	DATE	BY

Attachment - D



NOTICE OF STAFF RECOMMENDATION

DATE: December 28, 2021

BID: 22-005

PROJECT NAME: Panther Parkway / Little Red Water Lake
Force Main Extension

CONTRACTOR: Go Underground Utilities, LLC.

This notice is to inform all respondents to the above referenced solicitation of the City of Sebring's intent to recommend the above contractor as the lowest responsive and responsible bidder to the City Council for award.

A final decision based on the best interest of the City of Sebring will be made by the City Council at the January 4, 2022 meeting.

Any person who is adversely affected by the agency decision or intended decision can file with the City a notice of protest as directed in the City's Purchasing Policy within three (3) business days after the posting of the notice of staff recommendation.

Lisa Osha
City of Sebring, Purchasing Agent
368 South Commerce Avenue; Sebring, Florida 33870

Phone: 863-471-5110



ITB # 22-005
 PANTHER PARKWAY - RED WATER LAKE
 FORCEMAIN EXTENSION
 BID OPENING
 TUESDAY, DECEMBER 21, 2021 @ 3:00 P.M.

	VENDOR	BIDS 1 ORIG / 3 COPIES	CHECKLIST INCLUDED	TOTAL COST	NO BID
1	EXCAVATION POINT	1 1 2	✓	535,426. ⁰⁰	
2	ACCURATE DRILLING SYSTEMS INC	1 1 3	✓	639,904. ⁰⁰	
3	GO UNDERGROUND UTILITIES	1 1 3	✓	526,255. ⁰⁰	
4		1			
5		1			
6		1			
7		1			
8		1			
9		1			
10		1			

BID OPENING RESULTS ONLY. TOTALS ARE ANNOUNCED BUT ARE NOT VERIFIED TO BE ACCURATE OR COMPLETE AT TIME OF BID OPENING.
 ALL BIDS MUST BE APPROVED BY SEBRING CITY COUNCIL BEFORE BECOMING OFFICIAL.

Opened by

Lisa Osha, Purchasing Agent

Witnessed by:

Bob Poggus

Attachment - E



LAND PLANNING
SITE DESIGN
SOIL SCIENCE
ROAD DESIGN
WATER SYSTEM DESIGN
WASTE WATER DESIGN

P.O. BOX 588, SEBRING, FLORIDA 33871-0588 * (863) 385-5564 * FAX (863) 385-2462

December 27, 2021

City of Sebring
Attention: Scott Noethlich, City Administrator
368 South Commerce Avenue
Sebring, FL 33870

Re: City of Sebring - Panther Parkway / Little Red Water Lake Force Main Extension,
ITB#22-005

Dear Scott,

The City of Sebring received three (3) bids for the City of Sebring - Panther Parkway / Little Red Water Lake Force Main Extension, ITB#22-005. We have reviewed the three (3) bids received for the project. Bids were submitted by Go Underground Utilities, LLC, Excavation Point, Inc. and Accurate Drilling Systems, Inc. The apparent low bidder was Go Underground Utilities, LLC. with a bid of \$526,255.00, five hundred twenty-six thousand two hundred fifty-five dollars and no cents. To the best of my knowledge this bidder is qualified to do the work.

It is our recommendation that if the insurance and bond requirements are met, that the project be awarded to the low bidder Go Underground Utilities, LLC. for \$526,255.00, five hundred twenty-six thousand two hundred fifty-five dollars and no cents.

If you have any questions or need any additional information, please let me know.

Sincerely,

Roger Dale Polston, FL PE #33222
Polston Engineering Inc. BPE CA #5684

Attachment - F

RESOLUTION NO. 2022-01

A RESOLUTION OF THE CITY OF SEBRING, AUTHORIZING A BUDGET AMENDMENT TO THE ADOPTED FY 2021-2022 BUDGET.

WHEREAS, Florida Statute 216.011 defines an APPROPRIATION AS “a legal authorization to make expenditure”, then, no authorizations exist to exceed appropriated line item amounts in the budget. Should any cost requirements bring about a need for more funds than provided in a budget line item, no expenditure may be made until there is an authorized and approved budget amendment to provide more available fund, as set fourth in the provisions herein.

WHEREAS, the City approved a Development Agreement with CRF – Sebring MHP, LLC. to provide potable water and sanitary sewer to the Waterside Mobile Home Park; and

WHEREAS, potable water infrastructure is already available to serve the new MHP; and

WHEREAS, the costs to construct a new sanitary sewer force main is \$526,255.00; and

WHEREAS, CRF – Sebring MHP, LLC. has agreed to reimburse the City for one-half of the project costs up to \$263,000.00 towards the construction of the new sanitary sewer forcemain; and

WHEREAS, the adopted budget for FY 2021-2022 does not included funding for this project; and

WHEREAS, the adopted budget for FY 2021-2022 must be increased by \$526,255 to appropriate funds for the sanitary sewer interconnection; and

WHEREAS, Fund Balance Brought Forward in the amount \$263,255.00 and a Developer’s Cost Contribution of \$263,000.00 will be used to fund this project.

NOW THEREFORE, BE IT RESOLVED by the City Council of Sebring, Florida this 4th day of January 2022 that Budget Amendment # 45 is hereby approved and authorized.

Charlie Lowrance, Council President
City of Sebring, Florida

Attest: _____
Kathy Haley, CMC, City Clerk

Attachment - G

Request for Budget Amendment



Budget Amendment #45

Department: 2510 Dept. Head: Boggus
 Date of Request: 1/13/2022 Date of Council Mtg, if req'd: 1/18/2022

Budget Line Item Transfer

Account Number	Project	Account Name	Current Budget	Increase	Decrease	Amended Budget
401-2510-389-90-00		Fund Balance Brought Forward	\$ -	\$ 263,255		\$ 263,255
401-2810-389-80-15	22005	Capital Contribution - Private Source	\$ -	\$ 263,000		\$ 263,000
401-2810-563-63-70	22005	Infrastructure - WWC	\$ 131,197	\$ 526,255		\$ 657,452
						\$ -
						\$ -
						\$ -
						\$ -
Totals				\$ 1,052,510	\$ -	

Explain why these funds were not originally budgeted and the justification for your request now:
This Budget Amendment will provide the necessary funding to cover the sewer interconnection costs per ITB #22-005 of the
Waterside Mobile Home Park.

Request submitted by: Bob Boggus Dept Approval: *Bob Boggus*

Request approved by: _____ Date: _____
 Finance Director

Request authorized by: _____ Date: _____
 (City Clerk or City Administrator)