

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, November 07, 2023
9:15 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

1 ADDENDUM TO THE REGULAR AGENDA OF THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

2 REGULAR SESSION BEGINS AT 9:00 A.M.

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

- 6.G. *Request approval of a Proclamation recognizing November 15-22, 2023, as "Farm-City Week" in Highlands County, Florida*
Chairman Chris Campbell
[2023 Farm City Week Proclamation.SGS.docx](#)

11 ACTION AGENDA

11. F. *Request approval to purchase property located at 618 S. Commerce Ave., Sebring, Florida 33870 and request adoption of Resolution 23-24-19 for Budget Amendment 23-24-014 provide funding to purchase office building for county expansion.* .
Sherry G. Sutphen, County Attorney
The fiscal impact is an increase to Fund 151 (Infrastructure Surtax) in the amount of \$280,000. Fund Balance is being rolled forward in Project 21038 (Property Acquisition Set-a-side) in the amount of \$210,000 and an additional amount of \$70,000 of current year Property Acquisition allocation in the CFS is being moved to Project 23014 (County Expansion Office Bldg) for a total amount of \$280,000.
[Real Property Purchase Agreement - signed by seller.pdf](#)
[23-24-014R Proj 23014 County Expansion Office Bldg \(Resolution\).pdf](#)
[23-24-014 Proj 23014 County Expansion Office Bldg \(BA\).pdf](#)

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: November 7, 2023

PRESENTER: Chairman Chris Campbell

SUBJECT/TITLE: Request approval of a Proclamation recognizing November 15-22, 2023, as "Farm-City Week" in Highlands County, Florida

RECOMMENDED ACTION

Move approval of a Proclamation recognizing November 15-22, 2023, as "Farm-City Week" in Highlands County, Florida

Attachments: [2023 Farm City Week Proclamation.SGS.docx](#)

**HIGHLANDS COUNTY
FARM-CITY WEEK
NOVEMBER 15 - NOVEMBER 22, 2023**

WHEREAS, Florida farmers and ranchers help feed the world by producing a bounty of nutritious foods; and

WHEREAS, to do this, Florida farmers and ranchers rely on essential partnerships with urban and suburban communities to supply, sell and deliver finished products to consumers across Florida and around the globe; and

WHEREAS, rural and urban communities working together have built our nation's rich agricultural resources so that they contribute to the health and well-being of our country and the strength of our economy and during National Farm-City Week, we recognize the importance of this cooperative network; and

WHEREAS, agriculture and related enterprises employ more than 2 million workers, including farmers, ranchers, shippers, processors, marketers, retailers, inspectors and others, who contribute an annual impact of 149 billion dollars to Florida's economy; and

WHEREAS, as part of their daily responsibilities, farmers and ranchers preserve freshwater recharge areas, wildlife habitats and greenspace; and

WHEREAS, consumers help farm families maintain their superior natural resource conservation practices by purchasing Florida's agricultural products; and

WHEREAS, Farm-City Week activities celebrate the mutually beneficial relationships that support the quality of life we all enjoy and as we gather with family and friends around our Thanksgiving tables, we count these relationships among our many blessings; and

WHEREAS, we hereby commend the many Floridians whose hard work and ingenuity provide us with food abundance and reflect the true spirit of our state and nation.

NOW, THEREFORE, BE IT PROCLAIMED, that the Highlands County Board of County Commissioners, hereby declare the week of November 15-22, 2023, as Farm-City Week and call upon all citizens to acknowledge and celebrate the achievements of all those who, working together, produce and supply our community, our nation and the world with an abundance of agricultural products.

DONE AND ADOPTED this 7th day of November, 2023.

**BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA**

Chris Campbell, Chairman

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: November 7, 2023

PRESENTER: Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: Request approval to purchase property located at 618 S. Commerce Ave., Sebring, Florida 33870 and request adoption of Resolution 23-24-19 for Budget Amendment 23-24-014 provide funding to purchase office building for county expansion. .

STATEMENT OF ISSUE

Board Staff entered negotiations and delivered a signed notice of intent to move forward with the purchase of the property located at 618 S. Commerce Ave., Sebring, FL for future County use. A survey has been performed and the County prepared an offer of \$280,000 for the property as outlined in the survey.

RECOMMENDED ACTION

Move to approve and execute the Real Property Purchase Agreement for the property located at 618 S. Commerce Ave., Sebring, Florida 33870 and move to adopt Resolution 23-24-19 for Budget Amendment 23-24-014 provide funding to purchase office building for county expansion.

FISCAL IMPACT

The fiscal impact is an increase to Fund 151 (Infrastructure Surtax) in the amount of \$280,000. Fund Balance is being rolled forward in Project 21038 (Property Acquisition Set-a-side) in the amount of \$210,000 and an additional amount of \$70,000 of current year Property Acquisition allocation in the CFS is being moved to Project 23014 (County Expansion Office Bldg) for a total amount of \$280,000.

Attachments: [Real Property Purchase Agreement - signed by seller.pdf](#)
[23-24-014R Proj 23014 County Expansion Office Bldg \(Resolution\).pdf](#)
[23-24-014 Proj 23014 County Expansion Office Bldg \(BA\).pdf](#)

REAL PROPERTY PURCHASE AGREEMENT

THIS AGREEMENT made by and between New Age Services & Supplies, LLC, 9101 Northwest 83rd Street, Tamarac, Florida 33321, hereinafter referred to as "SELLER" and Highlands County, a political subdivision of the State of Florida, 600 N. Commerce Avenue, Sebring, Florida, 33870, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

For and in consideration of the mutual covenants and conditions herein contained, and under threat of condemnation, SELLER hereby agrees to sell and COUNTY hereby agrees to purchase the following described property, upon the terms and conditions hereof:

1. **RECITALS.**

The above recitals are hereby adopted by the parties and incorporated herein by this reference.

2. **PROPERTY.**

The property is located at 618 S. Commerce Avenue, Sebring, Florida, and the legal description of the property is attached hereto as **Exhibit "A"**, made a binding part hereof by this reference and shall hereafter be referred to as "Property".

3. **EFFECTIVE DATE.**

The "Effective Date" of this Agreement is the date on which the last one of the Seller and Buyer has signed this Agreement.

4. **CONDITIONS AND LIMITATIONS.**

A. It is mutually understood that this Purchase Agreement is subject to final COUNTY acceptance. Final COUNTY acceptance shall be evidenced by the signature of the Chair of the Board of County Commissioners of Highlands County. The date of final COUNTY acceptance shall hereafter be referred to as the "Effective Date."

B. It is understood and agreed by the parties that the COUNTY specifically appoints the County Attorney and/or County Administrator for the COUNTY to execute, on its behalf, all documents necessary to complete this transaction, including but not limited to, any further documentation as referenced hereinafter.

5. **PURCHASE PRICE AND EXPENSES.**

At Closing the COUNTY shall remit the amount of Two Hundred Eighty Thousand 00/100 Dollars (\$280,000.00) to SELLER for the purchase of the Property. The Seller shall pay for the title commitment COUNTY shall pay for all recording fees and costs associated with closing this transaction.

6. **INVESTIGATIONS AND INSPECTIONS OF PROPERTY.**

- A. COUNTY and its architects, engineers and/or other agents shall have a period of forty-five (45) days following the Effective Date of this Contract (hereinafter referred to as the "Inspection Period") within which to undertake such physical inspections and other investigations of and concerning the Property as may be necessary in order to evaluate the physical characteristics of the Property, including those matters disclosed by any survey, as well as such other matters as shall be deemed by the COUNTY to be necessary in order for the COUNTY to evaluate the Property and determine the feasibility of the COUNTY'S purchase of same. For such purpose, SELLER hereby grants to COUNTY and its agents or assigns full right of entry upon the Property and any part thereof during the Inspection Period for the purpose of undertaking such inspections and investigations. Any such investigations and/or inspections shall be done at the COUNTY'S expense except for those reports, analyses, and the like, referred to in sub-paragraph (B) hereof.
- B. SELLER shall provide to COUNTY, at no cost to COUNTY, copies of all reports and analyses that SELLER may have obtained, or been provided, at any time, regarding any portion of the Property prior to the Effective Date. COUNTY acknowledges that it will return same to SELLER in the event that the transaction contemplated by this Agreement does not timely close or the Agreement is terminated for any reason.

7. **SURVEY.**

COUNTY may have the Property surveyed at its expense. If the survey obtained by the COUNTY discloses any encroachments or other adverse matters, which are unacceptable to the COUNTY in its sole discretion, the COUNTY shall be entitled to terminate this Contract by delivering written notice thereof to SELLER prior to the expiration of the Inspection Period, whereupon this Contract shall terminate as provided for herein.

8. **UNACCEPTABILITY OF INSPECTIONS.**

In the event that the results of the inspections, investigations, reviews and/or feasibility studies are, in the COUNTY'S sole opinion and within the COUNTY'S sole discretion, unacceptable to COUNTY for any reason whatsoever, and COUNTY so notifies SELLER of that fact on or before the expiration of the Inspection Period provided for herein, then at COUNTY'S option and upon COUNTY'S request, COUNTY may terminate the Contract. If the Contract is terminated by COUNTY, it shall be rendered, null and void, and be of no further force and effect and all parties hereof shall thereupon be relieved and absolved of any other further liabilities or obligations whatsoever to each other hereunder, except with respect to the liabilities or obligations hereunder which are expressly stated to survive the termination of this Contract. In the event COUNTY does not terminate this contract during the Inspection Period, COUNTY shall be deemed to have agreed to purchase the Property subject to any matters disclosed by the investigations and/or inspections of the Property obtained by COUNTY.

9. **CLOSING.**

Documents and funds shall be delivered in consummation of this Contract at a closing (the "Closing"). The Closing shall occur at title company of the SELLER's choosing and may be

completed through an electronic or mail away process within thirty (30) days after the expiration of the Due Diligence Period or such other time agreed to by the parties through written instrument amending this Agreement. If the Closing or any other date for performance under this Contract would occur on a day that is a Saturday, Sunday, or United States National Holiday, the Closing or such other date for performance shall occur on the next succeeding day that is neither a Saturday, Sunday, nor United States National Holiday. Personal attendance by Seller or Buyer at the Closing will not be required provided the absent party furnishes all documents and funds required for Closing to the chosen title company no later than the Closing date with instructions authorizing release and disbursement at Closing.

10. CONVEYANCE.

SELLER shall deliver a fee simple interest by Warranty Deed and possession of the Property to COUNTY at Closing.

11. REPRESENTATION AND WARRANTIES OF SELLER.

Seller represents and warrants (which warranties shall survive the closing hereunder) to the COUNTY that:

- A. From and after the Effective Date, SELLER shall not perform or permit any act or event that might diminish, encumber or adversely and materially affect the condition of or title to the Property or COUNTY'S rights under this Contract.
- B. SELLER has not received notice from any governmental or quasi-governmental body or agency or from any person or entity with respect to any actual or threatened taking of the Property or any portion thereof for any public or quasi- public purpose by the exercise of the right of condemnation or eminent domain, nor does SELLER have any knowledge of any such actual or threatened lawsuit by which any party claims an interest in the Property.
- C. SELLER is in full compliance with requirements of all governmental authorities with respect to the Property and this Contract. SELLER has not received any notices from any city, county, state or other governmental authority or other person or entity regarding violations existing on the Property.
- D. SELLER warrants that there are no tenants, or any other occupant of the Property, having any right or claim to possession or use of the Property. Possession of the Property shall be delivered to COUNTY by SELLER free of rights or claims of any tenants, occupants or parties in possession which are unknown to COUNTY.
- E. SELLER warrants that there has not been and there is not now: (i) any presence of any Hazardous Substances (as hereinafter defined) on, over, under or around the Property; (ii) any present or past generation, recycling, use, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substances on, over, under or around the Property; (iii) any failure to comply with any applicable local, state or federal environmental laws; (iv) any spills, releases, discharges or disposal of Hazardous Substances that have occurred or are presently occurring on or onto the Property or any adjacent properties; or (v) any spills or disposal of Hazardous

Substances that have occurred or are presently occurring off the Property as a result of any construction or operation and use of the Property. For purposes of this agreement, the term "Hazardous Substances" means and includes, without limitation, any toxic or hazardous substances or materials, petroleum or other pollutants and substances, whether or not naturally occurring, including, without limitation, asbestos, radon, and methane gas, generated, treated, stored or disposed of, or otherwise deposited in or located on or under the Property, and also includes, without limitation, the surface and subsurface waters of the Property, and any activity undertaken or hereafter undertaken on the Property which would cause: (i) the Property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. 6901, or any similar state law or local ordinance; (ii) a release or threatened release of hazardous waste from the Property within the ambit of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601, or any similar state law or local ordinance or any other environmental law; (iii) the discharge of pollutants or effluent into any water source or system, or the discharge into the air of any emissions which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. 1251, or the Clean Air Act, 42 U.S.C. 7401, or any similar state law or local ordinance; or (iv) any substances or conditions in, on or under the Property which may support a claim or cause of action under RCRA, CERCLA or any other federal, state or local environmental statute, regulation, ordinance or other environmental regulatory requirement, including the presence of any underground storage tanks or underground deposits located on the Property.

- F. SELLER has received no notice, and has no knowledge, of any existing or pending special assessments affecting the Property which may be assessed by any governmental authority, water or sewer authority, drainage district or any other special taxing district or other entity.
- G. There is no litigation, investigation or proceeding pending or threatened, or any other condition which relates to or affects the Property, or which would impair or otherwise adversely affect this Contract, SELLER'S performance hereunder and/or the COUNTY'S intended use of the Property.
- H. SELLER has not entered into any other contracts, agreements or understandings, verbal or written, for the sale or transfer of any portion of the Property.
- I. SELLER has not made any commitments to any governmental unit or agency, utility company, authority, school board, church or other religious body, or to any other organization, group or individual, relating to the Property, which would impose any obligations upon COUNTY to make any contributions of money or land or to install or maintain any improvements, except as may be set forth in the Commitment.

- J. The Property has not been registered or certified as “historic” by any local, state or federal governmental entity or historic commission.
- K. There are no representations, statements or warranties made by SELLER, included in this Contract or in any exhibit attached hereto, which contain any untrue statements or omissions of a material fact which are necessary to make a statement of fact set forth herein not misleading.
- L. Neither the execution and delivery of this Agreement, compliance with the terms and conditions of this Contract, nor consummation of the sale, by SELLER, constitute or will constitute a violation or breach of any agreement or other instrument to which SELLER is a party, to which SELLER is subject or by which SELLER is bound. The statements and representations of SELLER set forth in this Contract shall be true and reaffirmed in writing at the closing and shall survive the closing.
- M. SELLER warrants that there are no facts known to the SELLER which materially affect the value of the Property, which are not readily observable by the COUNTY or which have not been disclosed to the COUNTY.
- N. If, after the Effective Date, any event occurs or condition exists of which SELLER has knowledge or about which SELLER receives information which renders any of the representations contained herein untrue or misleading, SELLER shall promptly notify COUNTY in writing and COUNTY shall thereafter have the option to terminate this Contract prior to closing. In such an event all payments made by COUNTY to SELLER shall remain the sole property of SELLER, this Contract shall be deemed null and void and COUNTY and SELLER shall be relieved from all liabilities and responsibilities hereunder except as specifically provided otherwise herein.
- O. The SELLER will make the property free of tenants or lease hold interests prior to the closing and the owner shall disconnect all utilities prior to the closing on the property.

12. DISCLOSURE.

In the event the subject property is held by SELLER in a representative capacity as stated in Florida Statutes, section 286.23, SELLER must comply with all requirements set forth therein. SELLER accepts this provision as the notice required by Florida Statutes, section 286.23, acknowledging that its disclosure must be made under oath, subject to the penalties for perjury and hereby waives its right to receive notice by registered mail.

13. WAIVER OF CONFIDENTIALITY.

The parties to this Agreement hereby waive and forego the procedures of Florida Statutes, Section 166.045 and, by doing so, also waive the confidentiality of the documents set forth in said statute. This Agreement does not constitute an “option contract” within the meaning of said statute.

14. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire Agreement between the parties and shall supersede, replace and nullify any and all prior Agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior Agreements or understandings shall have no force or effect whatsoever on this Agreement.

15. DEFAULT AND REMEDIES.

- A. Notwithstanding any provision contained in this Agreement to the contrary, neither party shall be entitled to declare the other party in default unless they have first given the other party ten (10) days written notice of such default and the other party has failed to cure such default within said ten (10) day period.
- B. If for any reason, other than failure of SELLER to make SELLER'S title marketable after diligent effort, SELLER fails, neglects or refuses to perform this Contract, the COUNTY may seek specific performance.

16. NOTICES.

Whenever in this Agreement it shall be required or permitted that notice be given or served by either party hereto on the other, such notice shall be in writing and shall be deemed served when either delivered in person to the following designated agents for that purpose, sent by facsimile, nationally recognized overnight carrier, or deposited in the United States Mail overnight delivery, or by certified or registered mail, postage prepaid, return receipt requested, addressed to the other party as follows:

If to SELLER: New Age Services & Supplies, LLC
9101 Northwest 83rd Street
Tamarac, Florida 33321

or such other addresses as SELLER may hereinafter designate by written notice to COUNTY. Any notice to be served on COUNTY shall be addressed as follows:

If to COUNTY: Highlands County
Attn: County Administrator
600 South Commerce Avenue
Sebring, Florida 33870

copy to: Highlands County
Attn: County Attorney
600 South Commerce Avenue
Sebring, Florida 33870

17. FURTHER DOCUMENTATION.

The parties agree that at any time following a request therefore by the other party, each shall execute and deliver to the other party such further documents and/or instruments, in

form and substance reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby. The cost associated with providing and/or recording any such document and/or instruments shall be paid by the party obligated to provide same.

18. ATTORNEYS' FEES/BROKER FEES.

Each party shall bear its own legal expenses in connection with the negotiation and closing of this Agreement. To the extent there are any Broker fees, the same shall be the sole responsibility of the SELLER.

19. MISCELLANEOUS.

A. If all or any portion of the provisions of this Agreement shall be declared invalid by laws applicable thereto and if the intent of this Agreement is not thereby precluded, then such invalid portion shall be ineffective and unenforceable without invalidating the remaining provisions hereof.

B. This Agreement shall bind and inure to the benefit and burden of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

C. The parties hereto stipulate and agree that the venue of any litigation arising hereunder shall be in the Florida Circuit Court for Highlands County.

D. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement.

20. RADON GAS.

Pursuant to the provisions of Section 404.056(5), Florida Statutes, SELLER hereby notifies COUNTY as follows with respect to the Property: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

21. OFFER AND ACCEPTANCE.

In the event this Agreement is not executed by the COUNTY and delivered to SELLER or the fact of execution by COUNTY communicated in writing to SELLER on or before the 30th day following the date of execution of this Agreement by SELLER, then this Agreement shall be null and void and of no further force and effect.

22. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

23. **ELECTRONIC SIGNATURES.**

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their respective names on the _____ day of _____, 2023.

SELLER: NEW AGE SERVICES & SUPPLIES, LLC

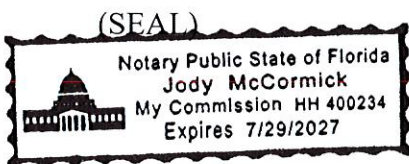
ROXANA S RODRIGUEZ October 27, 2023

Print: ROXANA S RODRIGUEZ

Title: OWNER

STATE OF FLORIDA
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of Roxana Rodriguez, who is personally known to me or who produced drivers license as identification, and who did/did not take an oath this 27 day of October, 2023.



[Signature]
Notary Public, State of Florida

HIGHLANDS COUNTY

Chris Campbell, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

Exhibit "A"
(Legal Description of Property)

The Southeast $\frac{1}{4}$ of Lot 6, Block 76, Fourth Addition of the Town of Sebring, Highlands County, Florida, said lot being situate in and lying in a portion of Government Lot 6, Section 29, Township 34 South, Range 29 East, of the official records of Highlands County, Florida.

Parcel ID Number: S-29-34-29-070-0760-0061

Digital Signature Verification Report

Process and Intent Verification

The appFiles digital signature platform provides for two types of digital signatures each with their own type of authentication. The purpose of this report is to provide the parties of the documents listed below with the proof of intent and verification information collected at the time of digital signature.

The first type of digital signature is an in-person digital signature which is administered in the presence of personnel experienced with the collection of digital signatures. For this style of signature we record not only the required verification information consisting of the signature ID, device IP address and timestamp that the signature was collected but also the name of the experienced digital signature administrator who personally observed and explained the digital signature process to the client.

The second type of digital signature is a send-away digital signature. In this type of signature, the digital signature administrator prepares a set of documents to be sent and signed on the client's own computer or mobile device. During the process of preparing the package of documents, the administrator assigns a role to the client and places/activates the correct signature and initial locations on the document for that individual. A link is then generated and emailed that is unique to that individual that will begin the review and digital signature process.

Due to the nature of the send-away signatures being remotely administered, the signer, upon receiving and opening the link to the document package, must agree to the digital signature terms and conditions that indicate that they have read and reviewed the documents before signing and that they further agree that their digital signature will be as legally binding as a physical pen and paper signature. Once they have agreed to these terms and conditions, the signature request system will guide them through the process of reviewing each page of the document package before initialing or signing. For this type of digital signature, the verification information consisting of signature ID, device IP address and timestamp is collected as the signatures and initials are completed.

RPPA.New Age Services.SGS

Page 8

Seller Signature (position 303, 372)

ID: w5AQ4HZUNNpJnRvV4Y0O

Name:

ROXANA S RODRIGUEZ

Signed

10/27/23 @ 10:22 AM

ROXANA S RODRIGUEZ

Email Address:

sarahi26@live.com

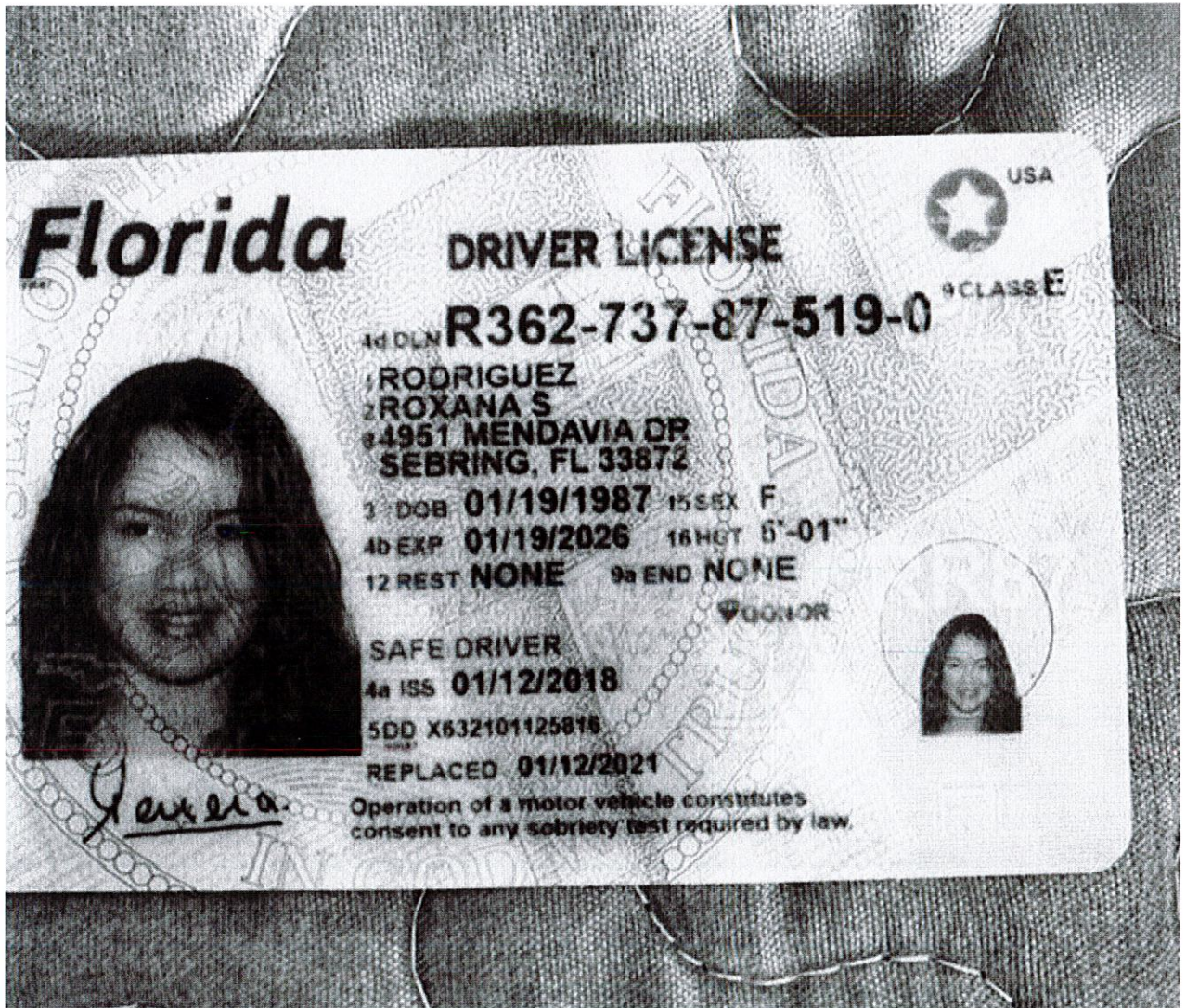
IP Address

73.28.153.102

Search mail

Re: Signature Request for: ROXANA S RODRIGUEZ Inbox x

roxy h
to me



Sent from my iPhone

On Oct 27, 2023, at 10:03 AM, signatureRequests@appfiles.com wrote:

RESOLUTION NO. 23-24-19

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-014 TO THE INFRASTRUCTURE SURTAX FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 129.06, (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution amend its budget; and

WHEREAS, Highlands County has determined that the following budget amendment is necessary and proper within the Infrastructure Surtax Fund.

NOW, THEREFORE, BE IT RESOLVED BY HIGHLANDS COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. Highlands County has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Approval of Budget Amendment. Budget Amendment 23-24-014 is hereby approved and authorized to appropriate Fund Balance Forward in Project 21038 (Property Acquisition) in the amount of \$210,000 as well as current year allocation to the same project in the amount of \$70,000 and transfer to Project 23014 (County Expansion Office Building) for FY23/24. The net fiscal impact is an increase in the amount of \$280,000.00.

SECTION 3. Implementation of Administrative Actions. The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to the budget amendment approved hereby, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 7th day of November, 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over \$5,000 require Board approval)

REVIEWED

O.M.B DEPARTMENT

November 06, 2023

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

DATE: 9/25/2023

SUBMITTED BY: OMB

FUND(S): 151 FUND TITLE(S): Infrastructure Surtax COST CENTER(S) #: 2672A
 PROJECT(S) #: 21038; 23014 PROJECT TITLE(S): Office Bldg COST CENTER TITLE(S): Facilities Mgmt 151
 *list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3999100Z	Project Fund Balance Brought Forward	21038	0.00	210,000.00		210,000.00
E	151	2672A	56100Z	Project Land	21038	220,000.00	210,000.00		430,000.00
E	151	2672A	56200Z	Project Land	21038	430,000.00		280,000.00	150,000.00
E	151	2672A	56200Z	Project Buildings	23014	0.00	280,000.00		280,000.00
									0.00
									0.00
									0.00

REASON: To appropriate fund balance brought forward to Proj 21038 and transfer \$280,000 to 23014 for building acquisition.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 23-24-014

TRANSFER TYPE:

Approval

ACTION:

Denial

Board Approved Denied
 County Administrator Approved Denied

XX ITEM TO ITEM
RESERVE
XX BY RESOLUTION
SUPPLEMENTAL BUDGET

SIGNATURE: _____

Signature: _____

DATE: / /

Posted by Clerk: _____

Form Revised 08/05/2020