

Levy County Board of County Commissioners

Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE:
 Wilbur Dean ,County Coordinator

2. MEETING DATE:
 March 7, 2017

3. REQUESTED MOTION/ACTION:

Request approval and signature of letter requesting Levy County Solid Waste to waive dumping fees for Cedar Keys Trash Tour held on March 25, 2017.

4. Agenda Presentation

Time Requested: _____
 (Request will be granted if possible)

ALLOTTED TIME NOT MORE THAN 15 MINUTES

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES_ NO_ IF NO, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES__ No__ BUDGET OFFICER APPROVAL _____ DATE

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED

7. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
Yes__ No	Yes__ No	Yes__ No	Yes__ No	Yes__ No	Yes__ No

8. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

COUNTY COMMISSIONERS LEVY COUNTY, FLORIDA



GOVERNMENT
SERVING
CITIZENS

John Meeks
District 1

Rock Meeks
District 2

Mike Joyner
District 3

Lilly Rooks
District 4

Matt Brooks
District 5

March 7, 2017

Mayor Heath Davis
City of Cedar Key
P.O. BOX 339
Cedar Key, FL 32626

Dear Mayor Davis,

In response to your request of the dumping fees for Waste Pro USA to be waived for your city cleanup to be held on; March 25, 2017 our Board agreed to waive fees charged by Levy County Solid Waste for this event.

We wish you much success with your planned event. Should you require any additional assistance, please feel free to contact our office.

Sincerely,

John Meeks
Levy County Chairman

cc: file
Benny Jerrels, Director

TRASH TOUR



A SPECIAL THANKS TO OUR SPONSORS



| SATURDAY, MARCH 25TH | 6AM TO 1PM |

⚓ CEDAR COVE HOTEL ⚓

JOIN SWAMP HEAD BREWERY, HELL'S BAY BOATWORKS & THE COASTAL CONSERVATION ASSOCIATION IN CLEANING UP OUR WATERWAYS FOR THE 2017 FLORIDA TRASH TOUR!

FREE FOOD, FREE BEER & TONS OF GIVEAWAYS FOR EVERYONE WHO PARTICIPATES!



FULL INFORMATION & REGISTRATION LINKS ON SWAMP HEAD'S WEBSITE & THE TRASH TOUR FACEBOOK EVENT PAGE!

WWW.SWAMPHEAD.COM/TRASH-TOUR



Levy County Board of County Commissioners

Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE:
 Wilbur Dean ,County Coordinator

2. MEETING DATE:
 March 7, 2017

3. REQUESTED MOTION/ACTION:

Request approval and signature of Resolution 2017-008 requesting the protection of The Historical Suwannee River in North Florida.

4. Agenda Presentation

Time Requested: _____
 (Request will be granted if possible)

**ALLOTTED TIME NOT
 MORE THAN 15 MINUTES**

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES ___ NO ___ IF NO, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES ___ NO ___ BUDGET OFFICER APPROVAL _____ DATE

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED

7. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES ___ NO	YES ___ NO	YES ___ NO	YES ___ NO	YES ___ NO	YES ___ NO

8. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

**RESOLUTION
2017-008**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA, REQUESTING THE PROTECTION
OF THE HISTORIC SUWANNEE RIVER IN NORTH FLORIDA.**

WHEREAS, Levy County is located in North Central Florida and is bordered by the Historic Suwannee River on its western side; and

WHEREAS, the Historic Suwannee River is one of the most widely known and recognized river systems in the world; and

WHEREAS, the Withlacoochee River (North) begins at its headwaters in South Georgia, and flows into the Historic Suwannee River in northern Florida; and

WHEREAS, Levy County and each of the Florida counties bordered by the Historic Suwannee River share a great passion for the vitality and life of the river; and

WHEREAS, the Historic Suwannee River is a vital economic engine in the Suwannee valley region, providing nature based recreation opportunities including numerous springs, paddling, swimming, fishing, bike trails, hiking, and wildlife viewing, all of which provide local residents and visitors increased health benefits for participation in outdoor recreational activities; and

WHEREAS, beginning in 2009 and continuing over the past several years, the City of Valdosta, Georgia has experienced numerous failures and spills at their wastewater treatment facilities resulting in the release of millions of gallons of raw sewage into the Withlacoochee River, which in turn, flows directly into the Historic Suwannee River; and

WHEREAS, these failures have resulted in numerous Florida Department of Health advisories to the residents of and visitors to several North Florida counties, including Levy County, to avoid contact with the Withlacoochee River and the

Historic Suwannee River, and numerous residents along the rivers have reported positive tests of bacterial contamination of residential wells; and

WHEREAS, these failures also resulted in a 2013 consent decree between the City of Valdosta and Georgia's Environmental Protection Department regarding the construction of new wastewater treatment facilities and the institution of updated response and reporting procedures; and

WHEREAS, yet again, on January 22, 2017, the City of Valdosta had another failure resulting in the release of million gallons of raw sewage and contaminated stormwater into the Withlacoochee River which again resulted in the Florida Department of Health issuing public health advisories warning the public of wastewater contamination in the Withlacoochee River and portions of the Historic Suwannee River, which resulted in warnings being posted at all public access areas along the rivers stating that the rivers were not safe for recreational use and every precaution should be taken to avoid any contact with the river; and

WHEREAS, Levy County takes note of and supports the January 27, 2017 letter of District 10 Representative Elizabeth Porter, and the February 3, 2017 letter of Senator Bill Nelson to the U.S. Environmental Protection Agency requesting, respectively, that "...EPA take all necessary actions toward ensuring unauthorized and unlawful discharges from the City's wastewater treatment plant are prevented..." and that "Environmental Protection Agency should help both states find a long-term solution to fix the problems causing these recurring spills" and fully pledges its support to Representative Porter's and Senator Nelson's efforts; and

WHEREAS, Levy County has worked tirelessly with its municipalities and business community to attract businesses and increase outdoor river based eco-tourism to create jobs and grow the economies of our communities; and

WHEREAS, as a fiscally constrained county, Levy County must rely on the State of Florida to help insure that Valdosta, Georgia eliminates the dumping of raw sewage into our rivers.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners, of Levy County, Florida that:

1. Levy County requests the Honorable Governor Rick Scott, other elected Florida State leaders, and Florida's State agencies, to use the resources of the State of Florida to protect the Historic Suwannee River and the Withlacoochee River, to protect the personal health and business interests of the citizens of North Florida, including Levy County, to support the efforts of Representative Porter and Senator Nelson to take appropriate aggressive and timely actions as are necessary to ensure that Valdosta, Georgia eliminates the dumping of raw sewage into our rivers and help provide Levy County the resources its citizens so desperately need to restore the image of our rivers and our communities as a great place to live, visit, and do business.

2. The Clerk of the Circuit Court and Ex-Officio Clerk to the Board of the County Commissioners is hereby directed to transmit certified copies of the resolution to the Governor, Senate President, House Speaker, the Chair and members of the Levy Legislative Delegation, members of the Florida Congressional Delegation, the Florida Department of Health and the United States Environmental Protection Agency.

PASSED AND DULY ADOPTED this 7th day of March, 2016.

**BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA**

John Meeks, Chairman

ATTEST:

Danny J. Shipp, Clerk of the Circuit
Court and Ex Officio Clerk to the
Board of County Commissioners

Danny J. Shipp, Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Anne Bast Brown

Anne Bast Brown, County Attorney

z:\res\suannee river protection
LR2017-004

Levy County Board of County Commissioners
Agenda Item Summary

1. **NAME/ORGANIZATION/TELEPHONE:**
 Wilbur Dean ,County Coordinator

2. **MEETING DATE:**
 March 7, 2017

3. **REQUESTED MOTION/ACTION:**
 Direction from the Board concerning agricultural hook-ups with 911 addressing

4. **Agenda Presentation**

Time Requested: _____
 (Request will be granted if possible)

**ALLOTTED TIME NOT
 MORE THAN 15 MINUTES**

5. **Is THIS ITEM BUDGETED (IF APPLICABLE) ? : Yes_ No_ IF No, STATE ACTION REQUIRED**

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: Yes__ No__ BUDGET OFFICER APPROVAL _____ DATE

6. **BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)**

ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED

7. **RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)**

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES__ NO	YES__ NO	YES__ NO	YES__ NO	YES__ NO	YES__ NO

8. **COMMISSION ACTION:**

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

Levy County Board of County Commissioners

Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE:
 Wilbur Dean ,County Coordinator

2. MEETING DATE:
 March 7, 2017

3. REQUESTED MOTION/ACTION:
 Request signature of chairman for letter of support for the JAGS grant

4. Agenda Presentation

Time Requested: _____
 (Request will be granted if possible)

**ALLOTTED TIME NOT
 MORE THAN 15 MINUTES**

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes_ No_ IF NO, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: Yes ___ No ___ BUDGET OFFICER APPROVAL _____ DATE

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED

7. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
Yes_ No	Yes_ No	Yes_ No	Yes_ No	Yes_ No	Yes_ No

8. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:



COUNTY COMMISSIONERS LEVY COUNTY, FLORIDA



GOVERNMENT
SERVING
CITIZENS

John Meeks
District 1

Rock Meeks
District 2

Mike Joyner
District 3

Lilly Rooks
District 4

Matt Brooks
District 5

February 28, 2017

Ms. Petrina T. Herring, Administrator
Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, FL 32308

Dear Ms. Herring:

In compliance with State of Florida *Rule 11D-9, F.A.C.*, the Levy County Board of County Commissioners (city or county) approves the distribution of \$ 33,697 (total allocation available) of Federal Fiscal Year 2016 Edward Byrne Memorial JAGC Program funds for the following projects within Levy (county):

<u>Subgrantee (City or County)</u>	<u>Title of Project</u>	<u>Dollar Amount (Federal Funds)</u>
City of Williston Police Department	PD Equipment Grant	\$13,697
City of Chiefland Police Department	PD Equipment Grant	\$10,000
City of Cedar Key Police Department	PD Equipment Grant	\$10,000

Respectfully yours,

John Meeks,
Chairman
Levy County Board
of Commissioners

P.O. Box 310 Bronson Florida 32621
Telephone (352) 486-5218 Fax (352) 486-5167
e-mail: levybocc@circuit8.org Website: Levycounty.org

Jessica Berryhill

From: Anne Brown <annebrownlevy@bellsouth.net>
Sent: Thursday, March 02, 2017 1:10 PM
To: Wilbur Dean; Levy County Commission District 1
Cc: Jessica Berryhill
Subject: RE: FW: Generic Letter

Wilbur,

I reviewed the letter and it is legally sufficient to be placed on the agenda for BCC review.

-Anne

Anne Bast Brown
Levy County Attorney
612 East Hathaway Avenue
Bronson, FL 32621
(352) 486-3389
(352) 486-3393 (fax)
annebrownlevy@bellsouth.net

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. Your e-mail communications may therefore be subject to public disclosure. The information contained in this email may be privileged and confidential information intended only for the entity to which it is addressed. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, copying or taking action in reliance upon this email is strictly prohibited. If you have received this email in error, please immediately notify the sender and delete this email entirely.

From: Wilbur Dean [<mailto:dean-wilbur@levycounty.org>]
Sent: Wednesday, March 01, 2017 12:46 PM
To: Levy County Commission District 1
Cc: 'Anne Brown'; Jessica Berryhill
Subject: RE: FW: Generic Letter

I will have it placed on the agenda.

Wilbur Dean
Levy County Board of County Commission
P.O. Box 310
Bronson, FL 32621
Office: 352-486-5218
Fax: 352-486-5167
Cell: 352-443-9346
dean-wilbur@levycounty.org

The information in this email transmission may be considered privileged and confidential. If you are not the intended recipient, not the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this transmission (including any attachments) is strictly prohibited. If you have received this email in error, please notify the sender by email reply.

Levy County Board of County Commissioners

Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE:

MATT WELDON, DIRECTOR - MOSQUITO CONTROL - 486-5127

2. MEETING DATE:

03/07/17

3. REQUESTED MOTION/ACTION:

Mosquito Control - Matt Weldon, Director
Request approval of Work performed on Mosquito Control Chemical Tank.

4. Agenda Presentation

Time Requested: 10
minutes

(Request will be granted if possible)

ALLOTTED TIME NOT

5. IS THIS ITEM BUDGETED (IF APPLICABLE) ? : YES NO IF NO, STATE ACTION

REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES NO BUDGET OFFICER APPROVAL DATE

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

MOSQUITO CONTROL CHEMICAL STORAGE TANK LEAKING. PER DEPT OF ENVIRONMENTAL PROTECTION AN ENVIRONMENTAL COMPANY WAS CONTACTED FOR CLEAN UP OF (2) TANKS: 1@1200GAL, 1@500GAL. QUOTE RECEIVED \$4850.00

DUE TO THE THE 1200GAL TANK LEAK INCREASING OVER A 5 DAY PERIOD THE SITUATION BECAME MORE SERIOUS AND PERMISSION TO HIRE AAG ENVIRONMENTAL FROM NEWBERRY, FL WAS OBTAINED BY THE COUNTY COORDINATOR. REQUESTING THE BOARD TO RETROACTIVELY APPROVE THIS EXPENDITURE.

ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED

7. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

8. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:



AAG ENVIRONMENTAL

Post Office Box 959 Newberry, FL 32669-1199
 800-472-9251 352-472-7295 FAX 352-472-6087

We'll Take It From Here...

COST ESTIMATE

Client
Matt Weldon Levy Co Parks & Mosquito Control 620 North Hathaway Avenue Bronson, FL 32621

Date of Estimate	Estimate Name
2/16/2017	AST clean
Proposal No.	Proposal Good Thru
17-019 P	open

DESCRIPTION	QTY	COST	TOTAL
Clean the interior of 2 ASTs at the Levy County Mosquito Control facility. The tank capacities are 1,200-gallon and 500-gallon. There is 70 gallons of Malathion in one tank and about 10 gallons in the second. The liquids will be removed by the county before the cleaning begins. AAG is authorized to cut an access hole in the larger tank.			
Assumptions are:			
•Tanks are empty – Less than 1” or remaining material			
•A water source for a pressure washer			
Environmental Response Supervisor (DAY)	1	850.00	850.00
Environmental Response Technician (2 men) (DAY)	2	650.00	1,300.00
Vac-Tron Vacuum System (DAY)	1	850.00	850.00
Transport and Disposal of Waste Rinse Water (LS)	1	1,675.00	1,675.00
Field Equipment (includes 3,000-psi pressure washer) (LS)	1	175.00	175.00
If this is acceptable, either sign below or provide a Purchase Order Number, please. Thank you, Alan Chandler			
TOTAL			\$4,850.00

**Levy County Board of County Commissioners
Agenda Item Summary**

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:
SHIP-

2. MEETING DATE:
March 7, 2017

3. REQUESTED MOTION/ACTION:

A motion to approve Deferred Payment Loan Agreement Andrey Gongora Alfaro and Brandi Strickland for the purchase of an existing housing unit in Fanning Spring, Florida 32693.

4. IS THIS ITEM BUDGETED (IF APPLICABLE) ? : Yes No IF NO, STATE ACTION REQUIRED

BUDGET ACTION: NONE

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES NO BUDGET OFFICER APPROVAL _____ DATE _____

5. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

A motion to approve Deferred Payment Loan Agreement Andrey Gongora Alfaro and Brandi Strickland in the amount of Eighteen Thousand Nine Hundred and Seventy Two Dollars (\$18,972.00) for the purchase of an existing housing unit in Fanning Spring, Florida 32693.

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:



LEVY COUNTY DEFERRED PAYMENT LOAN AGREEMENT

THIS AGREEMENT, MADE THIS _____ DAY OF _____, 20____, BY AND BETWEEN Andrey Gongora Alfaro/Brandi Strickland OF _____ County, Florida, hereinafter referred to as "Owner", and Levy County, a political subdivision of the State of Florida, hereinafter referred to as "County", pursuant to County's Down Payment/Closing Cost and Rehabilitation Assistance Program, hereinafter referred to as "DCCRAP", relates to the real property lying in the County of Levy, Florida, described as follows (herein "the property"):

LEGAL DESCRIPTION:

*Lot 7, of Fanning Springs wooded estates, 1st Addition,
According to the plat thereof as recorded in plat book 8,
at page 1, of the public records of Levy County, Florida.*

WITNESSETH:

WHEREAS, County has set-aside housing assistance funds under its DCCRAP which was prepared for County's participation in the State Housing Initiative Partnership (herein "SHIP") Program, in compliance with Part VI, Chapter 420, Florida Statutes, and Chapter 67-37, Florida Administrative Code; and

WHEREAS, Owner proposes to finance either a portion of down payment or closing cost payments associated with the purchase of the above-described property, or both, with the proceeds of a Deferred Payment Loan made pursuant to this Agreement and made available under said DCCRAP (herein "DPL");

NOW, THEREFORE, in consideration of the covenants contained herein, it is agreed:

1. The principal amount of the DPL is Eighteen thousand nine hundred seventy-two Dollars (\$18,972.⁰⁰). County will provide the principal amount of the DPL to the seller at the closing of the purchase of the property. The DPL funds will not be provided directly to the Owner.
2. There will be no interest due on the DPL, except as otherwise provided in this Agreement.
3. County will require repayment of the principal amount of the DPL if Owner fails to abide by any of the following provisions of this Agreement:

- a. Owner must continue to own the property and not transfer any of Owner's interest in the property for a minimum of ten (10) years from the date of execution of this Agreement by all parties to this Agreement (hereinafter "the Effective Date").
- b. Owner must occupy, establish and use the property as Owner's principal residence and continue to occupy said property for ten (10) years after the Effective Date.
- c. Owner must maintain the residence in conformance with all local building, zoning and other applicable ordinances or codes for ten (10) years beginning with the Effective Date.

4. County agrees to forgive the DPL after ten (10) years from the Effective Date; provided that all of the following requirements have been met: (a) the home located on the property remains occupied by Owner for such ten (10) year period; (b) Owner has continued to own the property and no interest in the property of Owner has been transferred during such ten (10) year period; and (c) Owner honors all requirements of this Agreement, of any promissory note provided by Owner to County in connection with the DPL or with the property, and of any mortgage entered into by Owner for the benefit of County that uses the property as security for the DPL or for any such promissory note.

5. If Owner violates this Agreement by selling the property or by the transferring of any of Owner's interest in the property by whatever means, prior to the expiration of the ten (10) year period provided in this Agreement, then the DPL principal amount shall be recaptured and the entire principal of the DPL shall be due within thirty (30) days of the date of the sale of the property by Owner, or within thirty (30) days of the date of transfer of any of Owner's interest in the property, whichever is applicable, and such amount shall be returned to County within such thirty (30) days. If Owner fails to occupy the home located on the property as Owner's primary residence prior to the expiration of the ten (10) year period provided in this Agreement, the entire DPL principal amount shall be due within thirty (30) days from the date that Owner fails to occupy the home located on the property as Owner's primary residence.

6. In the event that Owner is cited for violation of any local building, zoning or other ordinance or code, County will notify Owner to correct such violation(s) within thirty (30) days. If Owner does not correct such violation(s) within the time period stated, County will notify Owner by certified mail of its intent to exercise its rights under this paragraph. Upon delivery or attempted delivery of such notice to Owner, Owner shall be required to pay County 1/120th of the principal amount of the DPL each month until said violation(s) are corrected. If Owner continues to fail to correct such violation(s) within a reasonable amount of time, not to exceed one hundred twenty (120) days, the entire principal amount of the DPL will be due and payable immediately upon the expiration of such one hundred twenty (120) days.

7. The entire principal amount of the DPL will be due and payable immediately if Owner is found to have given materially false or inaccurate information or statements to County (or failed to provide County with any material information) in connection with the DPL or the DPL application, including, but not limited to, representations concerning (i) Owner's occupancy

of the property as a principal residence or (ii) Owner's household income. The DPL application submitted by Owner is hereby incorporated by reference in its entirety.

8. This Agreement shall constitute a lien on the property in the amount stated in paragraph 1 above. Said lien shall be satisfied in full when Owner has complied with the provisions of paragraph 4 of this Agreement or when Owner has paid to County the total principal amount of the DPL.

9. If Owner violates any of the provisions of this Agreement but is unable to pay the total amount due when due, County may allow repayment of the amount due over a term not to exceed ten (10) years, at a yield of four percent (4%) interest per annum, calculated from the date the amount became due. Additional collateral may be substituted for the property or a notice of lien may extend the lien currently on the property.

10. If any of the provisions set forth in this Agreement are violated, and the lien created by such violation are in default for a period of thirty (30) days, County may enforce the lien by a suit in equity according to the provisions of the Florida Statutes or other applicable law and Owner shall be responsible for all costs incurred in such proceedings or in any proceedings Owner may pursue to enforce its rights under the terms of this Agreement, including reasonable attorney's fees. Failure of County to exercise any option or right provided under this Agreement, or at law or in equity, shall not constitute a waiver of such option on any subsequent occasions.

11. In addition to this DPL, Owner has obtained a mortgage loan (the "First Mortgage Loan") from FBT Mortgage, the ("Senior Lien holder"), which loan is secured by a first mortgage lien (the "First Mortgage") on the property. County acknowledges and agrees that this DPL Agreement, and the lien created hereby, is subject and subordinate in all respects to the liens, terms, covenants, and conditions of the First Mortgage Loan, and to all advances heretofore made, or which may hereafter be made, pursuant to the First Mortgage Loan, including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Mortgage Loan or for any other purpose expressly permitted by the First Mortgage, or (b) constructing, renovating, repairing, furnishing, fixing or equipping the mortgaged premises. The terms and provisions of the First Mortgage are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith.

In the event of a foreclosure of the First Mortgage any provisions herein or any provisions of any other collateral agreement restricting the Owner's ability to sell the property shall have no further force or effect. The lien of this DPL Agreement shall automatically terminate upon the Senior Lien holder's acquisition of title through a foreclosure of the First Mortgage; provided, however, that (i) County has been given thirty (30) days written notice of a default under the First Mortgage, and (ii) County has not cured the default under the First Mortgage within the 30-day period provided in such notice.

12. Owner shall keep any improvements to the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Senior Lien holder requires insurance. This insurance shall be maintained

for the full replacement value of such improvements and shall be kept in force during the ten (10) year term beginning on the Effective Date.

BY SIGNING BELOW, Owner and County accept and agree to the terms and covenants contained in this Deferred Payment Loan Agreement.

AGAR
Owner

[Signature]
Witness Print Name: Robert N Fillyar

[Signature]
Witness Print Name: MIKE WHITEAKER

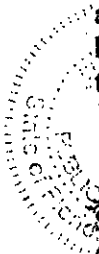
Bran Strickland
Owner

[Signature]
Witness Print Name: Robert N Fillyar

[Signature]
Witness Print Name: MIKE WHITEAKER

STATE OF FLORIDA
COUNTY OF LEVY

Before me, the undersigned authority, this 26th day of January, 20 17, personally appeared: Andrey Gongora Alfaro / Brandi Strickland who acknowledge(s) before me that They (he/she/they) freely and voluntarily executed this Agreement for the purposes therein expressed.



Ginger Ann Russell
Signature
GINGER ANN RUSSELL
MY COMMISSION # FF206964
EXPIRES March 05, 2019
FloridaNotaryService.com
1107-398-0133

Personally known or Produced I.D. _____
Type of identification produced _____

Attest:

**BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA**

Danny J. Shipp, Clerk of Court

John Meeks, Chairman

Approved as to form and legal sufficiency:

Anne Bast Brown, County Attorney