

Attachment "A"

STATE REVOLVING FUND AMENDMENT 1 TO LOAN AGREEMENT WW670150 CITY OF CHIPLEY

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF CHIPLEY, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as "Parties" or individually as "Party".

The Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number WW670150; and

Loan repayment activities need rescheduling to give the Local Government additional time to complete planning; and

Certain provisions of the Agreement need revision.

The Parties hereto agree as follows:

1. Section 1.01(19) of the Agreement is deleted and replaced as follows:

(19) "Planning Activities" shall mean the planning or administrative work necessary for the Local Government to submit a facilities plan for review and acceptance from Clean Water State Revolving Fund. Required documentation is described in Subsection 62-503.700(2), FAC.

2. Section 4.03 of the Agreement is deleted and replaced as follows:

This Agreement allows for funds to be advanced to the Local Government for allowable invoiced costs, under the provisions of 216.181, Florida Statutes. Disbursements shall be made directly to the Local Government only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. In addition to the invoices for costs incurred, proof of payment will be required with the next disbursement request.

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work. Proof of payment will be required with the next disbursement request.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Local Government is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

The Department will review the submitted disbursement request to verify that documentation, as described above, is complete and accurate. Upon review and written acceptance by the Department, the disbursement request may be processed.

Requests by the Local Government for disbursement of funds for tasks identified in the project cost table shall be made using the Department's disbursement request form, no more frequently than monthly.

3. Section 10.06 of the Agreement is deleted and replaced as follows:

10.06. PROJECT COSTS.

The Local Government and the Department acknowledge that actual Project costs have not been determined as of the effective date of this Agreement. An adjustment may be made due to a reduction in the scope of work proposed for Loan funding as a result of the facilities planning process. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. The final costs shall be established in the final amendment. Changes in costs may also occur as a result of the Local Government's audit or the Department's audit.

Funds disbursed in accordance with Section 4.03 of this Agreement shall be disbursed in the order in which they have been obligated without respect to budgetary line item estimates. All disbursements shall be made first from the original Loan amount until that amount has been disbursed. The Financing Rate established for the original Loan amount shall apply to such disbursements for the purpose of determining the associated Capitalized Interest and repayment amounts. The Financing Rate established for any additional increment of Loan funds shall be used to determine the Capitalized Interest and repayment amounts associated with the funds disbursed from that increment.

The estimated Project costs are revised as follows:

TASK	PROJECT COSTS (\$)
Planning Activities (Disbursable Amount)	90,000
Less Principal Forgiveness	(45,000)
SUBTOTAL (Loan Amount)	45,000
Capitalized Interest	300
TOTAL (Loan Principal Amount)	45,300

4. Unless repayment is further deferred by amendment of the Agreement, the Loan Payment as set forth in Section 10.05 shall be received by the Department beginning on August 15, 2027.

5. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

(2) Completion of Planning Activities is scheduled for February 15, 2027.

(4) The Loan Payment in the amount of \$47,100 shall be due August 15, 2027.

6. All other terms and provisions of the Loan Agreement shall remain in effect.

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This Amendment 1 to Loan Agreement WW670150 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
CITY OF CHIPLEY

Mayor

Attest:

Approved as to form and legal sufficiency:

SEAL

City Clerk

City Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date