

**STATE REVOLVING FUND
AMENDMENT 1 TO LOAN AGREEMENT DW100102
CITY OF GREEN COVE SPRINGS**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF GREEN COVE SPRINGS, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as “Parties” or individually as “Party”.

The Department and the Project Sponsor entered into a Drinking Water State Revolving Fund Loan Agreement, Number DW100102, authorizing a Loan amount of \$356,800 excluding Capitalized Interest; and a Principal Forgiveness amount of \$178,400; and

The Project Sponsor is entitled to additional financing in the amount of \$56,100, excluding Capitalized Interest; and

Loan repayment activities need rescheduling to give the Project Sponsor additional time to complete design; and

Certain provisions of the Agreement need revision and provisions need to be added to the Agreement.

The Parties hereto agree as follows:

1. Section 1.01 of the Agreement is amended to include the following definition:

“Final Unilateral Amendment” shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06 that establishes the final amortization schedule for the Loan.

2. Subsection 2.03(1) of the Agreement is deleted and replaced as follows:

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
FS98452218-0	EPA	66.468	Capitalization Grants for Drinking Water State Revolving Fund	\$412,900	140129

3. Section 8.06 of the Agreement is deleted and replaced as follows:

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Project Sponsor to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Project Sponsor, suspend or terminate this Agreement.

(1) Failure of the Project Sponsor to draw Loan proceeds within eighteen months after the effective date of this Agreement, or by the date set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first.

(2) Failure of the Project Sponsor, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.02) and provide written notification of Final Unilateral Amendment to the Project Sponsor.

In the event that following the execution of this Agreement, the Project Sponsor decides not to proceed with this Loan, this Agreement can be cancelled by the Project Sponsor, without penalty, if no funds have been disbursed.

4. Additional financing in the amount of \$56,100, excluding Capitalized Interest, is hereby awarded to the Project Sponsor.

5. An interest rate of 1.71 percent per annum is established for the additional financing amount awarded in this amendment.

6. The estimated principal amount of the Loan is hereby revised to \$237,100, which consists of \$234,500 authorized for disbursement to the Project Sponsor and \$2,600 of Capitalized Interest. This total consists of the following:

(a) Original Agreement in the amount of \$180,800, including \$178,400 authorized for disbursement to the Project Sponsor and \$2,400 of Capitalized Interest, at an interest rate of 1.71 percent per annum; and

(b) Amendment 1 in the amount of \$56,300, including \$56,100 authorized for disbursement to the Project Sponsor and \$200 of Capitalized Interest, at an interest rate of 1.71 percent per annum.

7. An additional Loan Service Fee in the amount of \$1,122, for a total of \$4,690, is hereby estimated. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$234,500.

8. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of \$13,204. Such payments shall be received by the Department on February 15, 2022 and semiannually thereafter on August 15 and February 15 of each year until all amounts due hereunder have been fully paid. Until this Agreement is further amended, each Semiannual Loan Payment will be proportionally applied, after deduction of the Loan Service Fee is complete, toward repayment of the amounts owed on each incremental Loan amount at the date such payment is due.

The Semiannual Loan Payment amount is based on the total amount owed of \$241,790, which consists of the Loan principal plus the estimated Loan Service Fee.

9. The Project Sponsor and the Department acknowledge that the actual cost of the Project has not been determined. Project cost adjustments may be made as a result of mutually agreed upon Project changes. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Project Sponsor receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of an audit.

The estimated Project costs are revised as follows:

CATEGORY	PROJECT COSTS (\$)
Design costs	412,900
Less Principal Forgiveness	(178,400)
SUBTOTAL (Loan Amount)	234,500
Capitalized Interest	2,600
TOTAL (Loan Principal Amount)	237,100

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

(2) Completion of Project Design Activities is scheduled for August 15, 2021.

(3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than August 15, 2021.

(4) The first Semiannual Loan Payment in the amount of \$13,204 shall be due February 15, 2022.

11. Section 10.08 is added the Agreement as follows:

10.08. SPECIAL CONDITION.

Prior to the Department’s execution of this amendment, the Project Sponsor shall submit an updated Legal Opinion addressing the availability of Pledged Revenues, the right to increase rates, and subordination of the pledge.

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

This Amendment 1 to Loan Agreement DW100102 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 Project Sponsor 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 GREEN COVE SPRINGS

Mayor

Attest:

Approved as to form and legal sufficiency:

City Clerk

City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date