

**STATE REVOLVING FUND  
AMENDMENT 3 TO LOAN AGREEMENT DW501710  
CITY OF LAKE WORTH BEACH**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF LAKE WORTH BEACH, 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 DW501710, as amended, authorizing a Loan amount of \$4,316,528, excluding Capitalized Interest; and

The Loan Amount, Semiannual Loan Payment amount, and Project costs need adjustment to reflect actual costs; and

Certain provisions of the Agreement need to be revised.

The Parties hereto agree as follows:

1. The total amount awarded is reduced by \$277,438. The revised total amount awarded is \$4,039,090.
2. The Loan Service Fee is \$86,331, and the capitalized Loan Service Fee interest is \$806.99.
3. The total amount of the Loan is \$4,131,353.22, which consists of \$4,039,090.00 disbursed to the Project Sponsor, \$5,125.23 of accrued Capitalized Interest and \$87,137.99 of service fee charges.
4. The total amount remaining to repay on the Loan is \$3,917,327.54, which amount accounts for the Department's receipt of 3 Semiannual Loan Payments and consists of the following:
  - (a) The unpaid principal of the original loan of \$556,362.86 at an interest rate of 1.08 percent per annum.
  - (b) Amendment 1 unpaid principal of \$3,360,964.68 at an interest rate of 0.62 percent per annum.
5. The Semiannual Loan Payment amount, adjusted to account for repayments received to date, is hereby revised and shall be in the amount of \$75,784.24. Such payments shall be received by the Department on March 15, 2020 and semiannually thereafter on September 15 and March 15 of each year until all amounts due hereunder have been fully paid.

6. Subsections 2.03(1) and (5) of the Agreement are 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 |
| FS984522-160  | EPA            | 66.468      | Capitalization Grants for Drinking Water State Revolving Fund | \$4,039,090    | 140129                       |

(5) Record Retention.

The Project Sponsor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the final amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Project Sponsor shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the final amendment, unless extended in writing by the Department.

7. Subsection 2.03(4) of the Agreement is deleted.

8. Section 8.02 of the Agreement is deleted and replaced as follows:

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Project Sponsor has received a disbursement and until five years after the Final Amendment date.

9. The Project Sponsor and the Department acknowledge that changes in Project costs may occur as a result of an audit. Unless this Agreement is amended subsequent to an audit, the following Project disbursements shall be final.

| CATEGORY                             | PROJECT COSTS (\$) |
|--------------------------------------|--------------------|
| Administrative Allowance             | 23,033.00          |
| Engineering Allowance                | 261,043.00         |
| Construction and Demolition          | 3,398,062.00       |
| Technical Services After Bid Opening | 356,952.00         |
| SUBTOTAL (Total Disbursed)           | 4,039,090.00       |
| Capitalized Interest                 | 5,125.23           |
| TOTAL (Loan Principal Amount)        | 4,044,215.23       |

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 3 to Loan Agreement DW501710 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 LAKE WORTH BEACH**

\_\_\_\_\_  
Mayor

Attest:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
City Clerk  
SEAL

\_\_\_\_\_  
City Attorney

for  
**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

\_\_\_\_\_  
Secretary or Designee

\_\_\_\_\_  
Date