

**STATE REVOLVING FUND
AMENDMENT 1 TO LOAN AGREEMENT SW580460
CITY OF VENICE**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF VENICE, FLORIDA, (the “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 Clean Water State Revolving Fund Loan Agreement, Number SW580460, authorizing a Loan amount of \$523,982, excluding Capitalized Interest; and

The Local Government is entitled to additional financing of \$87,081, excluding Capitalized Interest; and

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

Certain provisions of the Agreement need revision.

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:

State Resources Awarded to the Local Borrower Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Wastewater Treatment and Stormwater Management TF	37.077	Wastewater Treatment Facility Construction	\$611,063	140131

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

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Local Government 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 Local Government, suspend or terminate this Agreement.

(1) Failure of the Local Government 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 Local Government, 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 4.07) and provide written notification of Final Unilateral Amendment to the Local Government.

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

4. Additional financing in the amount of \$87,081, excluding Capitalized Interest, is hereby awarded to the Local Government.

5. A Financing Rate of 0 percent per annum is established for the additional financing amount awarded in this amendment. Individually, the interest rate is 0 percent per annum and the Grant Allocation Assessment rate is 0 percent per annum. However, if this amendment is not executed by the Local Government and returned to the Department before April 1, 2020, the Financing Rate may be adjusted.

6. The estimated principal amount of the Loan is hereby revised to \$615,563, which consists of \$611,063 authorized for disbursement to the Local Government and \$4,500 of Capitalized Interest. This total consists of the following:

(a) Original Agreement of \$528,482, including \$523,982 authorized for disbursement to the Local Government and \$4,500 of Capitalized Interest, at a Financing Rate of 0.88 percent per annum (the interest rate is 0.44 percent per annum and the Grant Allocation Assessment rate is 0.44 percent per annum); and

(b) Amendment 1 of \$87,081, including \$87,081 authorized for disbursement to the Local Government and \$0 of Capitalized Interest, at a Financing Rate of 0 percent per annum (the interest rate is 0 percent per annum and the Grant Allocation Assessment rate is 0 percent per annum).

7. An additional Loan Service Fee in the amount of \$1,742, for a total of \$12,222, is hereby estimated. The fee represents two percent of the Loan amount excluding Capitalized Interest, that is, two percent of \$611,063.

8. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of \$16,945. Such payments shall be paid to, and must be received by, the Department beginning on June 15, 2021 and semiannually thereafter on December 15 and June 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 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 \$627,785, which consists of the Loan principal plus the estimated Loan Service Fee.

9. Section 10.06 of the Agreement is revised as follows:

The Local Government and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this agreement. Project cost adjustments may be made as a result of Project changes agreed upon by the Department. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Local Government 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.

Funds disbursed in accordance with Section 4.08 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 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 amount. The Financing Rate established for any additional increment of Loan financing shall be used to determine the Capitalized Interest and repayment amount associated with the funds disbursed from that increment.

The estimated Project costs are revised as follows:

CATEGORY	PROJECT COSTS (\$)
Construction and Demolition	522,669
Technical Services After Bid Opening	88,394
SUBTOTAL (Disbursable Amount)	611,063
Capitalized Interest	4,500
TOTAL (Loan Principal Amount)	615,563

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

(2) Completion of Project construction is scheduled for December 15, 2020.

(3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than December 15, 2020.

(4) The first Semiannual Loan Payment in the amount of \$16,945 shall be due June 15, 2021.

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

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This Amendment 1 to Loan Agreement SW580460 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 VENICE

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