

**STATE REVOLVING FUND
AMENDMENT 2 TO LOAN AGREEMENT WW480430
CITY OF ORLANDO**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF ORLANDO, FLORIDA, (Local Government) existing as a local government agency under the laws of the State of Florida.

WITNESSETH:

WHEREAS, the Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number WW480430, as amended, authorizing a Loan amount of \$2,855,923, excluding Capitalized Interest; and

WHEREAS, the Loan Amount, Semiannual Loan Payment amount, Loan Service Fee, and Project costs need adjustment to reflect actual costs; and

WHEREAS, certain provisions of the Agreement need to be revised.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Loan amount is hereby reduced by \$299,602, and the adjusted total disbursed amount for this loan is \$2,556,321.

2. The Loan Service Fee is reduced by \$5,992, and the adjusted total service fee for this Loan is \$51,126. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$2,556,321.

3. The total amount to repay by the Local Government is \$2,607,536.06, which consists of \$2,556,321.00 disbursed to the Local Government, \$89.06 of accrued Capitalized Interest and \$51,126.00 of service fee charges.

4. The total amount remaining to repay which amount accounts for the Department's receipt of four Semiannual Loan Payments is \$2,319,171.82, consisting of unpaid principal of the Loan of \$2,268,045.82 and an unpaid service fee charge of \$51,126.00 both at a Financing Rate of 1.72 percent per annum (the interest rate is 0.86 percent per annum, and the Grant Allocation Assessment rate is 0.86 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 \$75,181.48. Such payments shall be received by the Department on May 15, 2017 and semiannually thereafter on November 15 and May 15 of each year until all amounts due hereunder have been fully paid.

6. Subsection 2.03(1) is hereby 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 Government 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	\$2,556,321	140131

7. Subsection 2.03(4) is hereby 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 and the U.S. Environmental Protection Agency's Inspector General for inspection at any reasonable time after the Local Government has received a disbursement and until five years after the final amendment date.

9. Project Costs are revised as follows:

The Local Government 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 COST(\$)
Construction and Demolition	2,556,321.00
Capitalized Interest	89.06
TOTAL (Loan Principal Amount)	2,556,410.06

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

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This Amendment 2 to Loan Agreement WW480430 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 Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for
CITY OF ORLANDO

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