

**STATE REVOLVING FUND
AMENDMENT 2 TO LOAN AGREEMENT WW480420
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. Collectively, the Department and the Local Government shall be referred to as “Parties” or individually as a “Party”.

The Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number WW480420, as amended, authorizing a Loan amount of \$2,916,058, excluding Capitalized Interest; and

The Loan Amount, Loan Service Fee, and Project costs need adjustment to reflect actual costs; and

Certain provisions of the Agreement need to be revised; and

The Semiannual Loan Payment amount needs revision to reflect adjustment of Project costs and the two Semiannual Loan Payments received by the Department from the Local Government.

The Parties hereto agree as follows:

1. The Loan amount is hereby reduced by \$293,348, and the adjusted total disbursed amount for this loan is \$2,622,710.

2. The Loan Service Fee is reduced by \$5,867, and the adjusted total service fee for this Loan is \$52,454. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$2,622,710. The Loan Service Fee is assessed as of the effective date of March 24, 2017.

3. The total amount to repay by the Local Government is \$2,701,962.74, which consists of \$2,622,710.00 disbursed to the Local Government, \$26,798.74 of accrued Capitalized Interest and \$52,454.00 of service fee charges.

4. The total amount remaining to repay which amount accounts for the Department's receipt of two Semiannual Loan Payments is \$2,556,724.94, consisting of unpaid principal of the Loan of \$2,504,270.94 and an unpaid service fee charge of 52,454.00 both at a Financing Rate of 1.59 percent per annum (the interest rate is 1.59 percent per annum, and the Grant Allocation Assessment rate is 0 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 \$78,210.36. Such payments shall be received by the Department on July 15, 2017 and semiannually thereafter on January 15 and July 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:

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
CS-12000114-0	EPA	66.458	Capitalization Grants for State Revolving Funds	\$2,622,710	140131

7. 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.

8. Project Costs are revised as follows:

The Local Government and the Department acknowledge that changes in Project costs may occur as a result of the Local Government's Project audit or a Department audit pursuant to Chapter 62-503 of the Florida Administrative Code. Unless this Agreement is amended subsequent to an audit, the following Project disbursements shall be final.

CATEGORY	PROJECT COST (\$)
Construction and Demolition	2,622,710.00
Capitalized Interest	26,798.74
TOTAL (Loan Principal Amount)	2,649,508.74

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 2 to Loan Agreement WW480420 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

SEAL

City Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date