

RESOLUTION NO. 2018 - 310

RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, RELATING TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE REVOLVING LOAN PROGRAM; APPROVING THE TERMS, PROVISIONS, CONDITIONS AND REQUIREMENTS OF A CLEAN WATER STATE REVOLVING FUND LOAN AMENDMENT RELATING TO THE CONSTRUCTION AND FINANCING OF THE PONTE VEDRA PLAYERS CLUB WATER RECLAMATION FACILITY; AUTHORIZING THE EXECUTION AND DELIVERY OF SAID LOAN AMENDMENT ON BEHALF OF ST. JOHNS COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for state revolving loan program loans to local government agencies to finance the construction of wastewater treatment facilities; and

WHEREAS, the St. Johns County Utility Department has determined that projects proposed in its Facilities Plan relating to St. Johns County's utility system (the "System"), including construction of a water reclamation facility in Ponte Vedra Beach, designated lift station improvements, and related interconnect projects (collectively, the "Projects"), are eligible for available financing under the State Revolving Loan Program and the principal amount of such financing will not exceed \$38,600,000, including capitalized interest, and recommends St. Johns County submit a loan application for such financing; and

WHEREAS; pursuant to St. Johns County Resolution No. 2017-359 adopted November 7th, 2017, St. Johns County submitted a loan application for such financing; and the State of Florida Department of Environmental Protection ("FDEP") has awarded a State Revolving Loan program loan to St. Johns County for the Projects; and

WHEREAS; pursuant to St. Johns County Resolution No. 2018-13 adopted January 16th, 2018, St. Johns County executed a loan agreement with the State of Florida Department of Environmental Protection ("FDEP") for an amount of \$20,299,200 including capitalized interest; and

WHEREAS, the St. Johns County Utility Department was awarded an additional allocation of \$15,791,390, excluding capitalized interest, to fund the remaining portion of the Projects at the FDEP Water Pollution Control State Priority List meeting on August 8th, 2018; and

WHEREAS, the attached FDEP Loan Amendment, provided in Appendix A, provides funding for the authorized loan amendment amount, or \$15,791,390, excluding capitalized interest;

WHEREAS, St. Johns County has determined that participation in the State Revolving Loan Program will serve the interests of St. Johns County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners of St. Johns County, Florida, hereby approves the terms, provisions, conditions and requirements of the Loan Amendment and authorizes the Chair of the Board of County Commissioners to execute the Loan Amendment on behalf of St. Johns County.

Section 3. The St. Johns County Administrator is hereby authorized to provide assurances required by the Loan Amendment, represent St. Johns County in carrying out St. Johns County's responsibilities under the Loan Amendment, execute disbursement requests and delegate responsibility to appropriate St. Johns County staff to carry out technical, financial and administrative activities associated with the Loan Amendment.

Section 4. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners of St. Johns County.

Section 5. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 18 day of September, 2018.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest: Hunter S. Conrad, Clerk

By:

Pam Halterman

Deputy Clerk

Paul M. Waldron

Paul M. Waldron, Vice Chairman

RENDITION DATE 9/20/18



**STATE REVOLVING FUND
AMENDMENT 1 TO LOAN AGREEMENT WW550120
ST. JOHNS COUNTY**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and ST. JOHNS COUNTY, 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 a "Party".

The Department and the Local Government entered into a Clean Water State Revolving Fund Loan Agreement, Number WW550120, authorizing a Loan amount of \$20,000,000, excluding Capitalized Interest, and

The Local Government is entitled to additional financing of \$15,791,390, excluding Capitalized Interest; and

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

The Parties hereto agree as follows:

1. Subsection 1.01(20) of the Agreement is deleted and replaced as follows:

"Project" shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to construct the New Advanced Wastewater Treatment Plant in accordance with the plans and specifications accepted by the Department for the following contracts:

- (a) "Players Club Water Reclamation Facility"; and
- (b) "Innlet Beach WWTP Master Pump Station Improvements".

The Project is in agreement with the planning documentation accepted by the Department effective July 31, 2017. A Florida Categorical Exclusion Notification was published on April 21, 2017 and no adverse comments were received.

2. Subsections 2.03(1) and (5) of the Agreement are deleted and replaced as follows:

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(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	\$35,791,390	140131

(5) Monitoring.

In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, the Local Government agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Local Government is appropriate, the Local Government agrees to comply with any additional instructions provided by the Department to the Local Government regarding such audit. The Local Government understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

3. Section 8.13 of the Agreement is deleted and replaced as follows:

8.13. SCRUTINIZED COMPANIES.

(1) The Local Government certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Government or its subcontractors are found to have submitted a false certification; or if the Local Government, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Local Government certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Government, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Local Government, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Local Government agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

4. Additional financing in the amount of \$15,791,390, excluding Capitalized Interest, is hereby awarded to the Local Government.

5. A Financing Rate of 1.38 percent per annum is established for the additional financing amount awarded in this amendment. Individually, the interest rate is 0.69 percent per annum and the Grant Allocation Assessment rate is 0.69 percent per annum. However, if this amendment is not executed by the Local Government and returned to the Department before October 1, 2018, the Financing Rate may be adjusted.

6. The estimated principal amount of the Loan is hereby revised to \$36,306,590, which consists of \$35,791,390 authorized for disbursement to the Local Government and \$515,200 of Capitalized Interest. This total consists of the following:

(a) Original Agreement of \$20,283,200, including \$20,000,000 authorized for disbursement to the Local Government and \$283,200 of Capitalized Interest, at a Financing Rate of 1.04 percent per annum (the interest rate is 0.52 percent per annum and the Grant Allocation Assessment rate is 0.52 percent per annum); and

(b) Amendment 1 of \$16,023,390, including \$15,791,390 authorized for disbursement to the Local Government and \$232,000 of Capitalized Interest, at a Financing Rate of 1.38 percent per annum (the interest rate is 0.69 percent per annum and the Grant Allocation Assessment rate is 0.69 percent per annum).

7. An additional Loan Service Fee in the amount of \$315,828, for a total of \$715,828, is hereby estimated. The fee represents two percent of the Loan amount excluding Capitalized Interest, that is, two percent of \$35,791,390.

8. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of \$1,042,897. Such payments shall be paid to, and must be received by, the Department beginning on April 15, 2021 and semiannually thereafter on October 15 and April 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 \$37,022,418, which consists of the Loan principal plus the estimated Loan Service Fee.

9. 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 construction bidding or 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:

<u>CATEGORY</u>	<u>PROJECT COSTS (\$)</u>
Construction and Demolition	33,425,500
Contingencies	1,703,650
Technical Services After Bid Opening	2,662,240
SUBTOTAL (Disbursable Amount)	37,791,390
Less SJRWMD Grant	(2,000,000)
SUBTOTAL (Loan Amount)	35,791,390
Capitalized Interest	515,200
TOTAL (Loan Principal Amount)	36,306,590

10. Subsection 10.07(4) of the Agreement is revised as follows:

(4) The first Semiannual Loan Payment in the amount of \$1,042,897 shall be due April 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 WW550120 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
ST. JOHNS COUNTY

Chairperson, Board of County Commissioners

Attest:

Approved as to form and legal sufficiency:

County Clerk

County Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date