

Sponsored by: Hernstadt

**CITY OF MARATHON, FLORIDA
RESOLUTION 2010-53**

A RESOLUTION ON THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AMENDMENT NO. 2 TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION BUREAU OF WATER FACILITIES FUNDING – FLORIDA WATER POLLUTION CONTROL, FINANCING CORPORATION LOAN SW63703P TO ADJUST COSTS AND SEMIANNUAL LOAN PAYMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Marathon (the “City”) entered into a Clean Water State Revolving Fund Loan Agreement SW63703P with the Florida Department of Environmental Protection (the “FDEP”) in the amount of \$418,318.41 excluding capitalized interest (the “Loan”) to help pay for the construction of the stormwater and wastewater collection systems in service area 4; and

WHEREAS, the City and FDEP desire to amend the Loan to adjust the annual payment schedule and to reflect actual costs incurred by the City, as outlined in amendment no. 2 to the Loan (the “Loan Amendment No. 2”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. Loan Amendment No. 2 attached hereto as Exhibit “A” is hereby approved. The City Manager is authorized to execute Loan Amendment No. 2 on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 8th DAY OF June, 2010.

THE CITY OF MARATHON, FLORIDA



Ginger Snead, Mayor

AYES: Cinque, Keating, Ramsay, Worthington, Snead
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:



Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

City Attorney



STATE REVOLVING FUND
AMENDMENT 2 TO LOAN AGREEMENT SW63703P
CITY OF MARATHON

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF MARATHON, 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 SW63703P, as amended, authorizing a Loan amount of \$395,302, excluding Capitalized Interest; and

WHEREAS, the Project costs need adjustment to reflect actual costs; and

WHEREAS, the Semiannual Loan Payment amount needs revision to reflect a adjustment of Project costs.

NOW, THEREFORE, the parties hereto agree as follows:

1. The total disbursed amount for this loan is \$395,302.
2. The Loan Service Fee of \$7,906 will be paid by the City in the February 15, 2011 payment. This amount represents two percent of the Loan amount excluding Capitalized Interest; that is, 2.0 percent of \$395,302 is \$7,906. This amount represents the Service Fee established in the original Agreement.
3. The total amount to repay by the Local Government is \$426,224.41, which consists of \$395,302.00 disbursed to the Local Government, \$23,016.41 of accrued Capitalized Interest and \$7,906.00 of service fee charges. The unpaid principal of the Loan and the service fee charge are both at a Financing Rate of 2.46 percent per annum (the interest rate is 1.23 percent per annum, and the Grant Allocation Assessment rate is 1.23 percent per annum).
4. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of \$13,555.08. Such payments shall be received by the Department on February 15, 2011 and semiannually thereafter on August 15 and February 15 of each year until all amounts due hereunder have been fully paid.
5. Subsections 2.03(2)(d), (3)(a)(ii), and (5) of the Agreement, as amended, are deleted and replaced as follows:
 - (2) Audits.
 - (d) The Local Government may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov/index?cck=1&au=&cck=.

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Local Government directly to each of the following:

(ii) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, **must be** submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

(5) Record Retention.

The Local Government shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Government shall ensure that audit 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 the audit report is issued, unless extended in writing by the Department.

The Local Government is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, the Local Government shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ____210 for determining whether the relationship represents that of a subrecipient or vendor.

The Local Government should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

In addition, the Local Government agrees to complete and submit the Certification of Applicability to Single Audit Act Reporting, Attachment A, attached hereto and made a part hereof, within four (4) months following the end of the Local Government's fiscal year. Attachment A should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.

6. 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 date that the Project-specific audit report, required under Subsection 2.03(4), is issued.

7. 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	DISBURSED (\$)
Allowance Cost	395,302.00
Capitalized Interest	23,016.41
TOTAL (Loan Principal Amount)	418,318.41

8. 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 SW63703P shall be executed in three 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 Deputy Director, 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 Deputy Director.

for

CITY OF MARATHON



City Manager


Attest




City Clerk

SEAL

Approved as to Form and Correctness



City Attorney

for

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION



Deputy Director
Division of Water Resource Management



Date

Attachment included as part of this Agreement:

Attachment A - Certification of Applicability to Single Audit Act Reporting

ATTACHMENT A

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Local Government's Name:

Local Government's Fiscal Year Period: FROM: _____ TO: _____

Total State Financial Assistance Expended during Local Government's most recently completed Fiscal Year: \$ _____

Total Federal Financial Assistance Expended during Local Government's most recently completed Fiscal Year: \$ _____

Please identify grants to be included in the Single Audit that are provided by the Department of Environmental Protection

CSFA#CFDA# DEP LOAN AGREEMENT NUMBER

CERTIFICATION STATEMENT:

I hereby certify that the above information is correct:

Name

Date

Title

INSTRUCTIONS FOR COMPLETING THE ATTACHMENT

Local Government Fiscal Year Period: FROM: Month/Year TO: Month/Year

NOTE: THIS SHOULD BE THE LOCAL GOVERNMENT'S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).

Total State Financial Assistance Expended during Local Government's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.

\$ _____

Total Federal Financial Assistance Expended during Local Government's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.

\$ _____

Please identify loans and/or grants to be included in the Single Audit that are provided by the Department of Environmental Protection.

CSFA/CFDA Number

DEP Grant Agreement Number

THIS INFORMATION SHOULD ONLY BE THOSE LOANS OR GRANTS RECEIVED FROM/THROUGH THE DEP. THE INFORMATION REQUESTED (CSFA/CFDA# SHOULD BE FOUND IN THE SINGLE AUDIT ATTACHMENT TO THE AGREEMENT AND THE DEP AGREEMENT NUMBER SHOULD BE FOUND ON THE AGREEMENT.)

The Certification should be signed by your Chief Financial Officer. Please print the name and include the title and date of the signature. The form is to be returned to me, not the DEP Project Manager. If I don't get the form four (4) months after the end of the Local Government's fiscal year, I will send them a letter, along with the form and instructions, six (6) months after the end of their fiscal year to complete and return to me.

Don't hesitate to give me a call if you have any questions.

Debbie Skelton, OMC Manager
Grants Development and Review Section
Carr Building, Room 235G
3900 Commonwealth Boulevard, MS# 93
Tallahassee, Florida 32399-3000
Phone: (850) 245-2371
Fax: (850) 245-2411
Email: debbie.skelton@dep.state.fl.us

**CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING
FREQUENTLY ASKED QUESTIONS**

1. **Question:** Can I fax the form to you?

Answer: Yes, you can fax the Certification form, the fax number is 850/245-2411.

2. **Question:** How can I submit the form if our audit is not completed by the due date of this letter?

Answer: You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

3. **Question:** Do you only want what we received from DEP?

Answer: No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal loans or grants that you receive. You should list those that are specific to DEP on the form.

4. **Question:** How do I know what the CSFA/CFDA Number is?

Answer: These numbers should be identified in the loan or grant agreement. If you cannot locate them you should call your DEP Project manager and ask them for the needed information. If it is a grant funded by DEP, you may contact Debbie Skelton, DEP Grants Development and Review Manager at (850) 245-2371.

5. **Question:** Do I have to submit the completed form and a copy of my audit?

Answer: No, you do not have to submit your audit unless you are over the threshold of \$500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine.

6. **Question:** Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

Answer: Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2nd notice.

Calculation of Semiannual Payment for Remaining Years

Sponsor: Marathon
 Beginning of Repayment Period: 08/15/2010

Funding Number: 63703P
 Payments Remaining: 40

Original Loan

Combined Rate: 2.46

Date	Disbursement Or Serv. Fee	Cap. Int. At 02/15/2011	Amount To Repay	Interest At 02/15/2011	Total Owed At 02/15/2011	Present Value* At 08/15/2010	Payment Amount
04/18/2008	395,302.00	23,016.41	418,318.41	5,145.32	423,463.73		
08/16/2010	7,906.00	0.00	7,906.00	97.51	8,003.51		
Subtotals:	403,208.00	23,016.41	426,224.41	5,047.81	431,272.22	426,032.03	13,555.08

*Present value is the total owed divided by $(1 + (\text{Combined interest rate})/2)$
 The Payment Amount is computed using the present value.

State Revolving Fund Loan
 *** Amortized Repayment Schedule ***

Sponsor: Marathon

Funding Number: 63703P

Original Loan		Interest: 1.23	GAA Rate: 1.23					
Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
08/15/2010		0.00	0.00	0.00	0.00	0.00	0.00	426,224.41
02/15/2011	1	13,555.08	7,906.00	97.51	2,572.66	2,572.66	406.25	417,912.16
08/15/2011	2	13,555.08	0.00	0.00	2,570.16	2,570.16	8,414.76	409,497.40
02/15/2012	3	13,555.08	0.00	0.00	2,518.41	2,518.41	8,518.26	400,979.14
08/15/2012	4	13,555.08	0.00	0.00	2,466.02	2,466.02	8,623.04	392,356.10
02/15/2013	5	13,555.08	0.00	0.00	2,412.99	2,412.99	8,729.10	383,627.00
08/15/2013	6	13,555.08	0.00	0.00	2,359.31	2,359.31	8,836.46	374,790.54
02/15/2014	7	13,555.08	0.00	0.00	2,304.96	2,304.96	8,945.16	365,845.38
08/15/2014	8	13,555.08	0.00	0.00	2,249.95	2,249.95	9,055.18	356,790.20
02/15/2015	9	13,555.08	0.00	0.00	2,194.26	2,194.26	9,166.56	347,623.64
08/15/2015	10	13,555.08	0.00	0.00	2,137.89	2,137.89	9,279.30	338,344.34
02/15/2016	11	13,555.08	0.00	0.00	2,080.82	2,080.82	9,393.44	328,950.90
08/15/2016	12	13,555.08	0.00	0.00	2,023.05	2,023.05	9,508.98	319,441.92
02/15/2017	13	13,555.08	0.00	0.00	1,964.57	1,964.57	9,625.94	309,815.98
08/15/2017	14	13,555.08	0.00	0.00	1,905.37	1,905.37	9,744.34	300,071.64
02/15/2018	15	13,555.08	0.00	0.00	1,845.44	1,845.44	9,864.20	290,207.44
08/15/2018	16	13,555.08	0.00	0.00	1,784.78	1,784.78	9,985.52	280,221.92
02/15/2019	17	13,555.08	0.00	0.00	1,723.36	1,723.36	10,108.36	270,113.56
08/15/2019	18	13,555.08	0.00	0.00	1,661.20	1,661.20	10,232.68	259,880.88
02/15/2020	19	13,555.08	0.00	0.00	1,598.27	1,598.27	10,358.54	249,522.34

State Revolving Fund Loan
 *** Amortized Repayment Schedule ***

Sponsor: Marathon

Funding Number: 63703P

Original Loan		Interest: 1.23	GAA Rate: 1.23					
Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
08/15/2020	20	13,555.08	0.00	0.00	1,534.56	1,534.56	10,485.96	239,036.38
02/15/2021	21	13,555.08	0.00	0.00	1,470.07	1,470.07	10,614.94	228,421.44
08/15/2021	22	13,555.08	0.00	0.00	1,404.79	1,404.79	10,745.50	217,675.94
02/15/2022	23	13,555.08	0.00	0.00	1,338.71	1,338.71	10,877.66	206,798.28
08/15/2022	24	13,555.08	0.00	0.00	1,271.81	1,271.81	11,011.46	195,786.82
02/15/2023	25	13,555.08	0.00	0.00	1,204.09	1,204.09	11,146.90	184,639.92
08/15/2023	26	13,555.08	0.00	0.00	1,135.54	1,135.54	11,284.00	173,355.92
02/15/2024	27	13,555.08	0.00	0.00	1,066.14	1,066.14	11,422.80	161,933.12
08/15/2024	28	13,555.08	0.00	0.00	995.89	995.89	11,563.30	150,369.82
02/15/2025	29	13,555.08	0.00	0.00	924.77	924.77	11,705.54	138,664.28
08/15/2025	30	13,555.08	0.00	0.00	852.79	852.79	11,849.50	126,814.78
02/15/2026	31	13,555.08	0.00	0.00	779.91	779.91	11,995.26	114,819.52
08/15/2026	32	13,555.08	0.00	0.00	706.14	706.14	12,142.80	102,676.72
02/15/2027	33	13,555.08	0.00	0.00	631.46	631.46	12,292.16	90,384.56
08/15/2027	34	13,555.08	0.00	0.00	555.87	555.87	12,443.34	77,941.22
02/15/2028	35	13,555.08	0.00	0.00	479.34	479.34	12,596.40	65,344.82
08/15/2028	36	13,555.08	0.00	0.00	401.87	401.87	12,751.34	52,593.48
02/15/2029	37	13,555.08	0.00	0.00	323.45	323.45	12,908.18	39,685.30
08/15/2029	38	13,555.08	0.00	0.00	244.06	244.06	13,066.96	26,618.34
02/15/2030	39	13,555.08	0.00	0.00	163.70	163.70	13,227.68	13,390.66
08/15/2030	40	13,555.36	0.00	0.00	82.35	82.35	13,390.66	0.00

State Revolving Fund Loan
*** Amortized Repayment Schedule ***

Sponsor: Marathon

Funding Number: 63703P

Original Loan Interest: 1.23 GAA Rate: 1.23

Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
Subtotals:		542,203.48	7,906.00	97.51	57,940.78	57,940.78	418,318.41	

*Total to pay may reflect activity during repayment term

State Revolving Fund Loan
 *** Amortized Repayment Schedule ***

Sponsor: Marathon

Funding Number: 63703P

All Increments Combined

Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
08/15/2010		0.00	0.00	0.00	0.00	0.00	0.00	426,224.41
02/15/2011	1	13,555.08	7,906.00	97.51	2,572.66	2,572.66	406.25	417,912.16
08/15/2011	2	13,555.08	0.00	0.00	2,570.16	2,570.16	8,414.76	409,497.40
02/15/2012	3	13,555.08	0.00	0.00	2,518.41	2,518.41	8,518.26	400,979.14
08/15/2012	4	13,555.08	0.00	0.00	2,466.02	2,466.02	8,623.04	392,356.10
02/15/2013	5	13,555.08	0.00	0.00	2,412.99	2,412.99	8,729.10	383,627.00
08/15/2013	6	13,555.08	0.00	0.00	2,359.31	2,359.31	8,836.46	374,790.54
02/15/2014	7	13,555.08	0.00	0.00	2,304.96	2,304.96	8,945.16	365,845.38
08/15/2014	8	13,555.08	0.00	0.00	2,249.95	2,249.95	9,055.18	356,790.20
02/15/2015	9	13,555.08	0.00	0.00	2,194.26	2,194.26	9,166.56	347,623.64
08/15/2015	10	13,555.08	0.00	0.00	2,137.89	2,137.89	9,279.30	338,344.34
02/15/2016	11	13,555.08	0.00	0.00	2,080.82	2,080.82	9,393.44	328,950.90
08/15/2016	12	13,555.08	0.00	0.00	2,023.05	2,023.05	9,508.98	319,441.92
02/15/2017	13	13,555.08	0.00	0.00	1,964.57	1,964.57	9,625.94	309,815.98
08/15/2017	14	13,555.08	0.00	0.00	1,905.37	1,905.37	9,744.34	300,071.64
02/15/2018	15	13,555.08	0.00	0.00	1,845.44	1,845.44	9,864.20	290,207.44
08/15/2018	16	13,555.08	0.00	0.00	1,784.78	1,784.78	9,985.52	280,221.92
02/15/2019	17	13,555.08	0.00	0.00	1,723.36	1,723.36	10,108.36	270,113.56
08/15/2019	18	13,555.08	0.00	0.00	1,661.20	1,661.20	10,232.68	259,880.88
02/15/2020	19	13,555.08	0.00	0.00	1,598.27	1,598.27	10,358.54	249,522.34

State Revolving Fund Loan
 *** Amortized Repayment Schedule ***

Sponsor: Marathon

Funding Number: 63703P

All Increments Combined

Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
08/15/2020	20	13,555.08	0.00	0.00	1,534.56	1,534.56	10,485.96	239,036.38
02/15/2021	21	13,555.08	0.00	0.00	1,470.07	1,470.07	10,614.94	228,421.44
08/15/2021	22	13,555.08	0.00	0.00	1,404.79	1,404.79	10,745.50	217,675.94
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08/15/2022	24	13,555.08	0.00	0.00	1,271.81	1,271.81	11,011.46	195,786.82
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08/15/2023	26	13,555.08	0.00	0.00	1,135.54	1,135.54	11,284.00	173,355.92
02/15/2024	27	13,555.08	0.00	0.00	1,066.14	1,066.14	11,422.80	161,933.12
08/15/2024	28	13,555.08	0.00	0.00	995.89	995.89	11,563.30	150,369.82
02/15/2025	29	13,555.08	0.00	0.00	924.77	924.77	11,705.54	138,664.28
08/15/2025	30	13,555.08	0.00	0.00	852.79	852.79	11,849.50	126,814.78
02/15/2026	31	13,555.08	0.00	0.00	779.91	779.91	11,995.26	114,819.52
08/15/2026	32	13,555.08	0.00	0.00	706.14	706.14	12,142.80	102,676.72
02/15/2027	33	13,555.08	0.00	0.00	631.46	631.46	12,292.16	90,384.56
08/15/2027	34	13,555.08	0.00	0.00	555.87	555.87	12,443.34	77,941.22
02/15/2028	35	13,555.08	0.00	0.00	479.34	479.34	12,596.40	65,344.82
08/15/2028	36	13,555.08	0.00	0.00	401.87	401.87	12,751.34	52,593.48
02/15/2029	37	13,555.08	0.00	0.00	323.45	323.45	12,908.18	39,685.30
08/15/2029	38	13,555.08	0.00	0.00	244.06	244.06	13,066.96	26,618.34
02/15/2030	39	13,555.08	0.00	0.00	163.70	163.70	13,227.68	13,390.66
08/15/2030	40	13,555.36	0.00	0.00	82.35	82.35	13,390.66	0.00

State Revolving Fund Loan
*** Amortized Repayment Schedule ***

Sponsor: Marathon

Funding Number: 63703P

All Increments Combined

Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
Totals:		542,203.48	7,906.00	97.51	57,940.78	57,940.78	418,318.41	

*Total to pay may reflect activity during repayment term
