

RESOLUTION NO. 2021- 198

A RESOLUTION OF THE DISTRICT BOARD OF THE AMERICAN BEACH WATER AND SEWER DISTRICT, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of drinking water facilities; and

WHEREAS, Florida Administrative Code rules require the borrower to adopt a resolution to authorize its loan application, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the State Revolving Fund loan priority list designates the American Beach Water and Sewer District Well Phase-Out Project, FDEP Project No. DW45051 (the "Project") as eligible for available funding; and

WHEREAS, the American Beach Water and Sewer District intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing; and

NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT BOARD OF THE AMERICAN BEACH WATER AND SEWER DISTRICT AS FOLLOWS:

SECTION I. This Resolution is adopted pursuant to the provisions of the Nassau County Board of County Commissioners Ordinance No. 2020-26 relating to the establishment of the American Beach Water and Sewer District, dated as of August 24, 2020, as it may be amended, and Section 125.01 and 189.02, Florida Statutes.

SECTION II. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION III. The American Beach Water and Sewer District is authorized by Section 125.01 and 189.02, Florida Statutes, and Nassau County Ordinance No, 2020-26 to apply for a loan to finance the construction phase of the Project.

SECTION IV. Whereas the revenues pledged for the repayment of the loan are the net special assessment revenues (the "Pledged Funds") collected by American Beach Water and Sewer District.

SECTION V. The Board Chairman is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application, see Exhibit A.

SECTION VI. At such time as the agreement is required the Board Chairman is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation of the American Beach Water and Sewer District in accordance with its terms when signed by both parties. The Board Chair is authorized to represent the American Beach Water and Sewer District in carrying out the District's responsibilities under the loan agreement. The Board Chair is authorized to designate responsibility to the District's project developer, Florida Governmental Utility Authority, to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION VII. The legal authority for borrowing moneys to construct this Project is Section 125.01 and 189.02, Florida Statutes, and Nassau County Ordinance No, 2020-26.

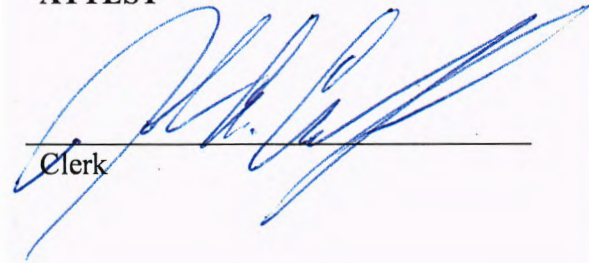
SECTION VIII. All resolutions or part of resolutions regarding the American Beach Water and Sewer District in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION IX. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION X. This Resolution shall become effective immediately upon its passage and adoption by the American Beach Water and Sewer District Board of Directors

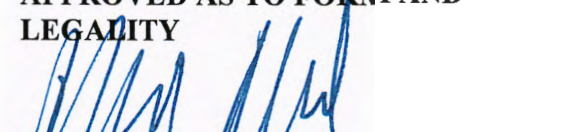
PASSED and ADOPTED this 11th day of October, _____, 2021.

ATTEST

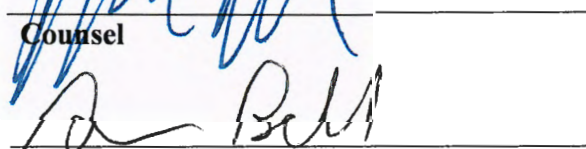


Clerk

APPROVED AS TO FORM AND LEGALITY



Counsel



Chair/Vice Chair

ATTEST AS TO CHAIRMAN'S SIGNATURE ONLY

Exhibit A
Loan Application

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

**STATE REVOLVING LOAN PROGRAM
FOR
DRINKING WATER FACILITIES**

LOAN APPLICATION



Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399-3000

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LOAN APPLICATION

- (1) SUBMITTAL. Submit the application and attachments to the Department of Environmental Protection, MS 3505, State Revolving Fund Program, Marjorie Stoneman Douglas Building, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. The application (and supporting documentation) may be submitted electronically to the Department's Project Manager.
(2) COMPLETING THE APPLICATION.
(a) This application consists of five parts: (I) ADMINISTRATIVE INFORMATION; (II) PROJECT INFORMATION; (III) FINANCIAL INFORMATION; (IV) AUTHORIZATION AND ASSURANCES; and (V) SUPPLEMENTARY INFORMATION.
(b) All information provided on this application must be printed. Monetary amounts may be rounded.
(c) Forms and attachments to be submitted are denoted with italic print.
(3) ASSISTANCE. Completing this application may require information that can be obtained from the Drinking Water State Revolving Fund Program staff. Please email SRF_Reporting@dep.state.fl.us for assistance in completing this application.

PART I - ADMINISTRATIVE INFORMATION

(1) PROJECT SPONSOR The American Beach Water and Sewer District
Federal Employer Identification Number 87-1870872
DUNS Number

(2) AUTHORIZED REPRESENTATIVE (person authorized to sign or attest loan documents).
Name Thomas R. Ford Title Chairman, Nassau County, Florida
Telephone 904-530-6010 FAX 904-321-5784 Email tford@nassaucountyfl.com
Mailing Address 96135 Nassau Place, Suite 1, Yulee, FL 32097

(3) PRIMARY CONTACT (person to answer questions regarding this application).
Name Rob Dickson Title Capital Program Manager, FGUA
Telephone 407-629-6900 FAX 407-629-6968 Email rdickson@govmserv.com
Employer Government Services Group
Mailing Address 280 Wekiva Springs Road, 2070, Longwood, FL 32779

(4) ADDITIONAL CONTACTS. If more than one additional person is to receive copies of Department correspondence, attach the information (Attachment # ____).
Name Mickey Joseph Title Assistant Finance Director
Telephone 407-629-6900 FAX 407-629-6968 Email mjoseph@govmserv.com
Employer Government Services Group
Mailing Address 280 Wekiva Springs Road, 2070, Longwood, FL 32779

(5) PROJECT NUMBER (listed on the Department's priority list). DW45051

(6) INTERIM FINANCING. A local government project sponsor that has interim financing may be subject to certain conditions regarding such financing.

Is the project currently being funded with interim financing? [] Yes [x] No

PART II – PROJECT INFORMATION

If you are applying for a planning or design loan for a project that will involve construction, complete only Subpart A below. If you are applying for a loan to construct a project that is already planned and designed, complete only Subpart B below.

A. PLANNING OR DESIGN PROJECT

Information should be provided for each separate facility to be planned and designed as appropriate. For design/build projects (not eligible for design loans) or those where multiple facilities, segments, or phases are involved, please attach information for activities, schedule, and cost for each. (Attachment #N/A)

- (1) **ACTIVITIES.** Attach a brief description of the scope of planning and design activities to be financed by this loan. Include a list of any engineering services to be performed. (Attachment #N/A) Are these activities the same as those scheduled on the Request for Inclusion Form? Yes No. If "No", please explain. (Attachment #_____)
- (2) **SCHEDULE.**
 - (a) Provide proposed completion dates for the items. (Please call Department staff to discuss time frames needed to complete required tasks.)

Planning documentation	
Engineering design	
Certification of site availability	
Permitting	
 - (b) Do you anticipate that an interlocal agreement with another party will be necessary to implement the project? If "Yes", please explain. (Attachment #N/A) Yes No
 - (c) Is this a design/build project? Yes No
 - (3) **COST.** Is the cost information submitted for the planning or design loan priority list current? If "No", please explain and submit revised cost information using the appropriate page of the Request for Inclusion Form. (Attachment #_____) Note that the disbursable amount will be limited to the priority list amount. Yes No

PLANNING OR DESIGN APPLICANTS PROCEED TO PART III.

B. CONSTRUCTION PROJECT

- (1) **ACTIVITIES.**
 - (a) Attach a brief description of construction activities to be financed by this loan. Include a list of the contracts (by title) corresponding to the plans and specifications accepted by the Department (Attachment #1).

Are these contracts the same as those scheduled on the Request for Inclusion Form?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If "No", please explain. (Attachment #_____)	
 - (b) Have any of the contracts been bid? Yes No

If "Yes", indicate which contracts have been bid. (Attachment #_____)
 - (c) Was planning or design for this project financed in another SRF loan? Yes No

If "Yes", give the SRF loan number. DW450510
 - (d) Does this project involve an interlocal agreement with other local governments or other entities? Yes No

If "Yes", attach a copy of the Department letter accepting the interlocal agreement. (Attachment #2)

Is the interlocal agreement, as accepted by the Department, fully executed and enforceable? Yes No

If "No", please explain (*Attachment #* _____).

- (2) SCHEDULE. (month and year)
- (a) Anticipated notice to proceed for first construction contract. 1/1/2022
- (b) Anticipated completion of all construction contracts. 4/1/2023
- (3) COST. Is the cost information submitted for the priority list current? Yes No

If "No", please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (*Attachment #* _____) Note that the disbursable amount will be limited to the priority list amount.

PART III - FINANCIAL INFORMATION

Estimates of the capitalized interest, interest rate, pledged revenue coverage, limitations on annual loan amounts for large projects, applicability and amount of repayment reserves, amount of the loan service fee and any other information may be obtained by contacting staff in the State Revolving Fund Management Section.

- (1) PRINCIPAL. The requested amount of the loan which does not include capitalized interest is \$2,523,500

Note that the disbursable amount will be limited to the priority list amount and must be consistent with the project information provided under **PART II** of this application. Also note that the capitalized interest is an inexact estimate, and it is subject to adjustment by the Department to reflect actual disbursement timing. The principal amount of the loan does not include the loan service fee.

- (2) TERMS AND REPAYMENT.

- (a) Loans for planning and design shall be amortized over 10 years. Construction loans to local government project sponsors are amortized over the lesser of useful life of the project or 20 years unless the project is to serve a small community qualifying as financially disadvantaged. Construction loans to financially disadvantaged small communities may be amortized over the lesser of useful life of the project or 30 years. Construction loans to non-governmental project sponsors are amortized over the lesser of the useful life of the project or 20 years. Interest charges and principal are paid semiannually.

What is the useful life of the project? 40 (years)

Over how many years would you like to amortize the loan? 20 (years)

- (b) List all revenues that are to be pledged for repayment of this loan. Special Assessment Revenues.
- (c) Pledged revenue receipts or collections by the project sponsor must exceed the amount of the repayments due to the Department unless there are other collateral provisions. The excess revenue, or coverage, generally is 15% of each repayment.
- What coverage is proposed for the loan? 15% (coverage percentage)
- (d) Is any other financial assistance being applied to this project? Yes No

If "Yes", please list. (*Attachment #* _____)

- (3) ANNUAL FUNDING LIMIT. Large project funding (generally, loans in excess of \$10 million) may be provided in increments pursuant to the initial loan agreement and subsequent amendments.
- (4) INFORMATION ON LIENS.
- (a) Describe, if applicable, all debt obligations having a prior or parity lien on the revenues pledged to repay this loan. (*Attachment #* N/A)
- (b) Using the Part V, *Schedule of Prior and Parity Liens*, provide debt service information, if applicable, on each prior and parity obligation.

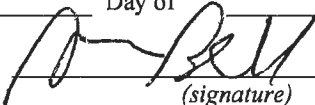
- (c) For the listed obligations, provide a copy of the ordinance(s), resolution(s), official statement(s), or pages thereof, setting forth the definitions, use of proceeds, debt service schedule, pledged revenues, rate covenants, provisions for issuing additional debt, provisions for bond insurance, and debt rating. (*Attachment #N/A*).
- (d) Describe any other notes and loans payable from the revenues pledged to repay this loan. (*Attachment #N/A*).
- (5) ACTUAL AND PROJECTED REVENUES.
 - (a) Complete the Part V, *Schedule of Actual Revenues and Debt Coverage* for the past two fiscal years.
 - (b) Complete the Part V, *Schedule of Projected Revenues and Debt Coverage*, demonstrating the availability of pledged revenues for loan repayment.
- (6) AVAILABILITY OF PLEDGED REVENUES. All sources must be supported by a written legal opinion. (*Attachment #3*) The opinion must address the following:
 - (a) Availability of the revenues to repay the loan.
 - (b) Right to increase rates at which revenues shall be collected to repay the loan.
 - (c) Subordination of the pledge if pledged revenues are subject to a prior or parity lien.
- (7) LOAN SERVICE FEE. A loan service fee is assessed on each loan. The fee is not part of the loan. The fee along with interest thereon will be deducted from the first available repayments after the final amendment to the loan agreement.

PART IV – AUTHORIZATION AND ASSURANCES

- (1) AUTHORIZATION. Provide an authorizing resolution of the Applicant's governing body or other evidence of authorization (*Attachment #4*) for the following:
 - (a) Pledging revenues to repay the loan.
 - (b) Designation of the Authorized Representative(s) to file this application, provide assurances, execute the loan agreement, and represent the Applicant in carrying out responsibilities (including that of requesting loan disbursements) under the loan agreement.
- (2) ASSURANCES. The Applicant agrees to comply with the laws, rules, regulations, policies and conditions relating to the loan for this project. Applicants should seek further information from the Drinking Water State Revolving Fund Program staff as to the applicability of the requirements if the necessity for the assurances is of concern. Specifically, the Applicant certifies that it has complied, as appropriate, and will comply with the following requirements, as appropriate, in undertaking the Project:
 - (a) Assurances for capitalization grant projects.
 - 1. Complete all facilities for which funding has been provided.
 - 2. The Applicant is advised, pursuant to 40 CFR 35 Section 35.3575, that a number of Federal law, executive orders, and government-wide policies can apply to your project or activity that is receiving Federal financial assistance. The Applicant agrees to read those provisions regarding the application of Federal cross-cutting authorities (cross-cutters) to determine their applicability to your specific project or activity.
 - (b) Assurances for other projects. Please note that Florida Statutes are available at <http://www.leg.state.fl.us>. They are also available at the following physical address: Florida Department of State Division of Library and Information Services R.A. Gray Building 500 South Bronough Street Tallahassee, Florida 32399-0250.
 - 1. Chapter 161, Part I, F.S., "Beach and Shore Preservation Act" and Part III, "Coastal Zone Protection Act of 1985" which regulate coastal zone construction and all activities likely to affect the condition of the beaches or shore.
 - 2. Chapter 163, Part II, F.S., the "Local Government Comprehensive Planning and Land Development Regulation Act" which requires units of local government to establish and implement comprehensive planning programs to control future development.
 - 3. Chapter 186, F.S., State and Regional Planning, which requires conformance of projects with Regional Plans and the State Comprehensive Plan.
 - 4. Chapter 253, F.S., "Emergency Archaeological Property Acquisition Act of 1988" which requires protection of archaeological properties of major statewide significance discovered during construction activities.

5. Chapter 258, Part III, F.S., which requires protection of components or potential components of the national wild and scenic rivers system.
6. Chapter 267, F.S., the "Florida Historical Resources Act" which requires identification, protection, and preservation of historic properties, archaeological and anthropological sites.
7. Chapter 287, Part I, F.S., which prohibits parties convicted of public entity crimes or discrimination from participating in State-assisted projects and which requires consideration of the utilization of Minority Business Enterprises in State-assisted projects.
8. Chapter 372, F.S., the Florida Endangered and Threatened Species Act which prohibits the killing or wounding of an endangered, threatened, or special concern species or intentionally destroying their eggs or nest.
9. Chapter 373, Part IV, F.S., Florida Water Resources Act of 1972, which requires that activities on surface waters or wetlands avoid adversely affecting: public health, safety, welfare, or property; conservation of fish and wildlife, including endangered or threatened species or their habitats; navigation or the flow of water; the fishing or recreational values or marine productivity; and significant historical and archaeological resources.
10. Chapter 380, Part I, F.S., Florida Environmental Land and Water Management Act of 1972 as it pertains to regulation of developments and implementation of land and water management policies.
11. Chapter 381, F.S., Public Health, as it pertains to regulation of onsite wastewater systems.
12. Chapter 403, Part I, F.S., Florida Air and Water Pollution Control which requires protection of all waters of the state.
13. Chapter 582, F.S., Soil and Water Conservation Act which requires conformance with Water Management District's regulations governing the use of land and water resources.
14. Governor's Executive Order 95-359, which requires State Clearinghouse review of project planning documentation and intergovernmental coordination.

I, the undersigned Authorized Representative of the Applicant, hereby certify that all information contained herein and in the attached is true, correct, and complete to the best of my knowledge and belief. I further certify that I have been duly authorized to file the application and to provide these assurances.

Signed this 11th Day of October, 20 21
 Authorized Representative  Aaron Bell, Vice Chair
(signature) *(name typed or printed)*

Attachments

PART V - SUPPLEMENTARY INFORMATION

**SCHEDULE OF PRIOR AND PARITY LIENS
(EXCLUDING SRF LOANS)**

List annual debt service beginning two years before the anticipated loan agreement date and continuing at least three additional fiscal years. Use additional pages as necessary.

**Identify Each
Obligation** N/A _____

Coverage N/A _____

Insured? N/A _____

Fiscal Year	Annual Debt Service (Principal + Interest)			Total Debt Service	Total Debt Service w/coverage
	#1	#2	#3		

PART V - SUPPLEMENTARY INFORMATION

SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE

(Provide information for the two fiscal years preceding the anticipated date of the SRF loan agreement.)

	FY 2019	FY 2020
(a) Operating Revenues (Source)		
Water & Wastewater	0	0
Other Operating Revenues	0	0
(b) Interest Income	0	0
(c) Other Incomes or Revenues		
Misc. Income	0	0
Connection Fees (Impact Fees) and Developer Contributions	0	0
(d) Total Revenues	0	0
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	0	0
(f) Net Revenues (f = d - e)	0	0
(g) Debt Service (including any required coverage) Excluding SRF Loans	0	0
(i) Debt Service (including coverage) for Outstanding SRF Loans	0	0
Net Revenues After Debt Service	0	0

Source: Board of County Commissioners of Nassau County Ordinance No. 2020-26

Notes

The American Beach Water and Sewer District was created on August 24, 2020, and did not have any operating activity, including revenues or expenses, for Fiscal Years 2019 and 2020.

PART V - SUPPLEMENTARY INFORMATION

SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE

Begin with the fiscal year preceding first anticipated semiannual loan payment and continuing for at least three additional years. Attach a separate page for previous State Revolving Fund loans. (Attachment #N/A)

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
(a) Operating Revenues					
Water and Wastewater Revenues	-	-	-	-	-
Other Operating Revenues - Special Assessments	-	211,726	211,726	211,726	211,726
(b) Interest Income	-	-	-	-	-
(c) Other Incomes or Revenues					
Misc. Income	-	-	-	-	-
Connection Fees (Impact Fees)	-	-	-	-	-
(d) Total Revenues	-	211,726	211,726	211,726	211,726
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	-	29,055	29,055	29,055	29,055
(f) Net Revenues (f = d - e)	-	182,671	182,671	182,671	182,671
(g) Existing Debt Service on Non-SRF Projects (including coverage)	-	-	-	-	-
(h) Existing SRF Loan Debt Service (including coverage)	-	-	-	-	-
(i) Total Existing Debt Service (i = g + h)	-	-	-	-	-
(j) Projected Debt Service on Non-SRF Future Projects (including coverage)	-	-	-	-	-
(k) Projected SRF Loan Debt Service (including coverage)	-	182,671	182,671	182,671	182,671
(l) Total Debt Service (Existing and Projected) (l = i + j + k)	-	182,671	182,671	182,671	182,671
(m) Net Revenues After Debt Service (m = f - l)	-	-	-	-	-

Please see Attachment (#5) for an explanation of projections.

PART V – SUPPLEMENTARY INFORMATION

LIST OF ATTACHMENTS

LIST OF ATTACHMENTS. This application requires the submittal of *Attachments* to provide supplemental information. The application is not complete without the completed *List of Attachments*. Please list all attachments that you are including with this application form.

Attachment	Number
Description of Construction Activities	1
Interlocal Agreement between American Beach Water and Sewer District, Nassau County, and FGUA	2
Legal Opinion	3
Authorizing Resolution	4
Explanation of Projections	5

Description of Construction Activities for American Beach Well Phase-Out Project

Drinking Water Construction Components

- a. Sitework including Gopher Tortoise Relocation
- b. 3,040 feet 2-inch water main
- c. 2,480 feet 4-inch water main
- d. 4,600 feet 6-inch water main
- e. 2,200 feet 8-inch water main
- f. 20 feet 10-inch water main
- g. 54 gate valves
- h. 15 fire hydrants
- i. 4 automatic flusher assemblies
- j. 304 service laterals
- k. 148 water meter and meter boxes
- l. 4 connections to existing mains

CS-20-223
CM3014

Interlocal Agreement
Between
Nassau County (the "County"), a political subdivision of the State of Florida
and the American Beach Water and Sewer District (the "District"), a dependent special district
and the
Florida Governmental Utility Authority (the "FGUA"), a legal entity and public body
created by interlocal agreement pursuant to Section 163.01(7) Florida Statutes
for Water and Wastewater Utility Capital Project Services and related Grant/Loan Administration and Special
Assessment Services

This interlocal agreement ("Agreement") is made and entered into this 2nd day of June, 2021, by and between Nassau County, Florida (the "County"), a political subdivision of the State of Florida, and the American Beach Water and Sewer District (the "District"), a dependent special district and the Florida Governmental Utility Authority (the "FGUA" or "Authority"), a legal entity and public body created by interlocal agreement pursuant to Section 163.01(7), Florida Statutes.

WITNESSETH:

WHEREAS, the County and the FGUA previously entered into that certain Interlocal Agreement Relating to the Provision of Utility Services to the Nassau County Amelia Utility (NAU) Water and Wastewater Utility System pursuant to which the FGUA provides utility services to the County; and

WHEREAS, the agreement provides for the FGUA to perform certain operations, maintenance, customer services, and capital repair and replacement (R&R) project administration services as directed by the County and consistent with the budget; and

WHEREAS, the County recognizes the need to prosecute certain additional capital improvement projects, minor and major, to improve utility infrastructure and expand services beyond R&R which have been identified in the course of the FGUA's management services role, and

WHEREAS, these projects include a complex water and sewer conversion construction project in the American Beach community, a water system booster station rehabilitation project, and other priority service improvement activities within the (NAU) service area which may also involve the pursuit, securing and administration of external grant and loan funding resources with other governmental support agencies to support these projects, and

WHEREAS, certain projects, particularly the American Beach water and sewer conversion project, involve the development of a special assessment revenue component which will require specialized expertise to comply with applicable law, and

WHEREAS, the County, has created the American Beach Water and Sewer District to assist in advancing the water and wastewater infrastructure improvements in and for the American Beach community within the NAU service area utilizing dedicated State revenues, special assessment revenue and other available sources, and

WHEREAS, the Nassau County Board of County Commissioners serves as the governing Board of the District and the county administration and attorney serve as staff to the District, and

WHEREAS, the FGUA possesses the unique experience and expertise to provide the County and District with water and wastewater utility capital project and related grant administration and special assessment services, having performed this work for over twenty years throughout the State, and

WHEREAS, the FGUA has familiarity with the County's NAU system and the District infrastructure requirements and has developed relationships with various water and wastewater funding agencies and has assisted the County and District secure funds to facilitate the County and District prosecution of these projects,

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. Incorporation. The above recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. Scope of Services.

A. Summary of Services to be Rendered

The FGUA will perform the "Scope of Services" set forth in Attachment A, which is incorporated herein by reference, to assist the County and District in advancing various capital improvement projects, including the American Beach Water and Sewer Conversion project and others as assigned by the County pursuant to individual work authorizations from the County Manager. As a special purpose government focused solely on the management, operation, maintenance, and improvement of water and wastewater services, the FGUA will utilize the services of various contractors under contract with the FGUA which possess the necessary skills and expertise to provide relevant portions of the Scope of Services in a professional and workmanlike manner. These contractors include, but are not limited to, a pool of consulting engineering firms selected in accordance with State Law, Raftelis Financial Consultants, Inc. ("Raftelis", and formerly known as Public Resources Management Group, Inc.), Government Services Group, Inc. ("GSG"), U.S. Water Services Corporation ("USWSC") and Nabors, Giblin Nickerson (NGN) law firm. GSG will provide the overall capital program and project planning, administration, construction contracting and inspection services, grant/loan administration and special assessment services. The FGUA and its contractors will exercise the same degree of care, skill, and diligence in the performance of the Scope of Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

B. County Responsibilities

For the FGUA to complete the Scope of Services, the County agrees to assist the FGUA and District in securing all data, plans and related information concerning the projects assigned and reasonably required by the FGUA. The County shall also provide to the FGUA all available community planning information, including but not limited to estimated utility customer demand forecasts consistent with its comprehensive plans and financial information for grant and loan applications which may assist in the execution of capital

projects. The County also agrees to provide the FGUA and the District with all financial, budget and grant application information and financial services support necessary to carry out these activities. The County will provide all required financial accounting services, including, but not limited to revenue collection and accounts payable, debt management, auditing and reporting for the District, in accordance with funding agency and/or lender requirements.

SECTION 3. Compensation.

A. Fees

1. The County and/or District shall pay the FGUA for Capital Project Administration services, excluding Construction Inspection services, a fee equal to five percent (5%) of the estimated capital project cost and shall pay the FGUA for Construction Inspection Services, on an hourly basis at the FGUA adopted hourly rates reflected in Attachment B.
2. The County and/or District shall pay the FGUA for Special Assessment Services, as provided in Attachment A, on a time and materials basis in accordance with the hourly rates set forth in Attachment B, which is incorporated herein by reference. The not to exceed total compensation, including fees and costs (specified in Section 3, B. below) shall be determined on a project by project basis based upon negotiation between the County and District and the FGUA.
3. The County and/or District shall pay the FGUA for Grant/Loan Administration Services, as outlined in Attachment A based upon the higher of: a.) fixed percentage of grant/loan dollar value allocation administrative fee limits as prescribed by the grantor/lending agency or, b.) on a time and materials basis in accordance with the hourly rates set forth in Attachment B. The not to exceed total compensation, including fees and costs (specified in Section 3, B. below) shall be determined on a project-by-project basis based upon negotiation between the County, the District and FGUA.

B. Costs

In addition to fees specified above, expenses incurred in the provision of the Scope of Services will be reimbursed by the County and/or District to the FGUA, including, but not limited to copy costs, long distance telephone costs, and express mail costs. Travel expenses, to the extent required, will be reimbursed in accordance with the provisions governing the travel of public officers and employees contained in Section 112.061, Florida Statutes.

C. Payment

Where required the FGUA will provide an itemized statement outlining the services rendered and costs incurred to the County and/or District on a monthly basis for fees and costs incurred the previous month as required by individual project work authorizations. When compensation is based upon fixed fee project percentage values or negotiation, invoices shall be submitted monthly in accordance with work authorizations. All invoices shall be paid in accordance with the Florida Prompt Payment Act.

SECTION 4. Schedule.

A. Timing.

The Scope of Services will be substantially completed in accordance with individual project schedules on a project-by-project basis as mutually agreed upon by the County, the District and the FGUA

B. Uncontrollable Forces

The FGUA shall not be in default of this agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

SECTION 5. Records.**A. Public Records**

The FGUA, the County and District shall comply with public records laws embodied in Chapter 119, Florida Statutes, and specifically shall:

1. Keep and maintain public records required by the County, District or the FGUA in order to perform the Scope of Services described herein.
2. Upon request from the other party provide any requested public records or allow the requested records to be inspected or copied within a reasonable time by the other party.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term, and thereafter.
4. Transfer, at no cost, all public records in possession of the other party upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided upon request from the other party, in a format that is compatible with the information technology systems of that party. If the FGUA keeps and maintains public records upon the conclusion of this Agreement, the FGUA shall meet all applicable requirements for retaining public records that would apply to the County and District.
5. If either party does not comply with a public record request related to the Scope of Services, that failure shall be treated as breach of this Agreement and the contract provisions shall be enforced accordingly. Additionally, if either party fails to provide records when requested, they may be subject to penalties under Section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

IF ANY PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE COUNTY AND DISTRICT AT (904)-548-4600, www.nassauclerk.com, 76347 Veterans Way, Yulee, FL 32097 OR FOR THE FGUA

AT (407)-629-6900, lduckworth@govmserv.com, 280 Wekiva Springs Road, Suite 2070, Longwood, FL 32779-6026

SECTION 6. Miscellaneous Provisions.

A. Notice/Project Manager

The project manager for the FGUA will be Stephen M. Spratt, System Manager. The project manager for the County and the District shall be Taco Pope. All notices and correspondence shall be addressed as follows:

Nassau County/

**American Beach Water and Sewer District
Taco Pope, County Manager
Nassau County Administration Building
96135 Nassau Place
Yulee, FL 32097**

FGUA

**Stephen M. Spratt, System Manager
Government Services Group, Inc.
280 Wekiva Springs Road, Suite 2070
Longwood, FL 32779-6026**

B. Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

C. Termination

This Agreement may be terminated by either party for convenience upon thirty (30) days' prior written notice to the other party. This Agreement may be terminated by either party immediately upon written notice to the other party in the event of the substantial failure of that party to perform in accordance with the terms of this Agreement. Unless the FGUA is in breach of this Agreement, the FGUA shall be paid for services rendered through the date of termination.

D. Entirety of Agreement

The County and the FGUA agree that this Agreement sets forth the entire Agreement between the parties related to the matters contained with the Scope of Services, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the County, the District and FGUA pertaining to the Scope of Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

E. Filing

This Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Nassau County and with the Clerk of the Circuit Court of Leon County.

IN WITNESS WHEREOF, the County and the FGUA have caused this Interlocal Agreement to be duly executed and entered into on the date first above written.

FLORIDA GOVERNMENTAL UTILITY AUTHORITY

By: Ken Chick
561AF2D140DC1F8...

Its: FGUA Board Chair

Date: June 17, 2021

Attest: DocuSigned by:
Lauren Duckworth
FEAF0086A06B4D3...

Clerk

Date: June 17, 2021

NASSAU COUNTY, FLORIDA

By: [Signature]

Its: Chairman

Date: June 2, 2021

Attestation: Only to Authenticity as to
Chairman's Signature:

Clerk [Signature]

Date: 6/3/2021

AMERICAN BEACH WATER AND SEWER DISTRICT

By: [Signature]

Its: Chairman

Date: June 2, 2021

Attachment A
Scope of Services

Capital Projects Administration Services

The FGUA will perform the following capital projects administration services to the County and/or District.

- (A) Assist the County and/or District in establishing appropriate cost estimates and budgets for capital projects assigned to the FGUA.
- (B) Secure necessary work orders for design and supervision of construction of capital improvements, including repair and replacement activities, from the Authority's consulting engineers, hydro-geologists, and other professionals for Board approval, including:
 - (1) The preparation of all bid specification documents by the engineers;
 - (2) Review of all responses, work orders and contracts from the respondents from a technical aspect;
 - (3) Determination of the availability of funds and ensure consistency with programs and budgets; and
 - (4) Ensure consistency with overall goals and objectives of the County, District and/or Authority..
- (C) Manage activities of the consulting engineers, hydrogeologists, and other professionals to facilitate timely completion and permitting of capital improvement facilities in the following manner:
 - (1) The FGUA will meet on an ongoing basis with the professionals selected by the Authority to ensure that design concepts, construction standards, time frames and budgets are adhered to according to contract commitments.
 - (2) The FGUA will ensure that requirements necessary for the timely permitting of capital improvement facilities are coordinated and monitored.
 - (3) Issues regarding acquisition of easements or right-of-way permits will be reviewed by the FGUA and recommendations made to the County concerning interests to be acquired.
- (D) Coordinate new facility construction with activities of the County and/or District staff or operations contractor to minimize service disruption as follows:
 - (1) The FGUA will serve as liaison for coordination between the contract operators, customer service providers, and the design and construction engineers responsible for these projects. This will require numerous meetings regarding tie-ins to existing facilities, potential service interruption to customers, and any other impairment that may hinder the timely completion of these projects.
 - (2) The FGUA will meet on an ongoing basis with the engineers and the construction managers to provide an independent review of all design drawings, and construction documents. For each project, an analysis will be conducted to determine the potential for additional savings, to determine how to enhance continuing operations, to minimize maintenance costs, to resolve issues regarding design modifications, and to ascertain the impact of those modifications on the budget and schedule.
- (E) Ensure that recommendations for award of contract for the construction of capital improvement facilities are in accordance with Florida law and Authority policy.

- (1) The FGUA shall prepare the initial specifications for design of improvements. In addition, once design concepts have been developed, the FGUA will oversee development of construction standards, procedures and documents. The FGUA will work with the consulting engineers to determine contract specifications, performance standards, and budget. Each project will be reviewed and analyzed from the standpoint of inspection responsibility.
- (F) The FGUA shall provide for onsite general construction inspection services for all capital projects. The FGUA shall conduct necessary inspections and provide information collected and recorded to the engineer of record for preparation of record drawings and certification of construction as required by regulatory authorities. For each occasion where inspection services are required, the FGUA shall submit to the County and/or District for consideration a work authorization detailing the scope of services required and the estimated cost for said services. Notwithstanding the foregoing requirement, for small repair or replacement projects funded under the Miscellaneous Renewal and Replacement budget, the FGUA shall submit a work authorization for projected labor and associated costs related to inspection services for said projects.
- (G) As a part of project administration, the FGUA will be involved in and assist in the resolution of conflicts, relative to projects carried out by the Authority. These disputes may include: contract issues, change orders, service interruption issues, coordination with other utilities or governmental entities, and customer relations.
- (H) The FGUA will independently review project cost estimates.
 - (1) Due to the nature of these projects and the complexity of the agreements, independent cost estimates may be developed to ensure that the prices and fees being quoted by the contractors are reasonable.
 - (2) Pay request reviews and change order reviews will be performed by the FGUA.
- (I) The FGUA will attend and participate in presentations required to assure the County and/or District that projects are on schedule, and that appropriate information is being maintained to track and monitor such compliance. Periodic meetings will be held as necessary with neighborhood groups with the engineers and contract managers to explain the purpose of the projects, the interruptions that may occur, and a point of contact for customer complaints or anticipated concerns. Meetings with local governmental entities or other interested parties to provide necessary information regarding the progress of these projects will be conducted as necessary.

Special Assessment Services

(A) Establish the Full Revenue Requirement Establish the full cost of the County's most current project requirements. Advise the County and/or District in determining the total Capital Project revenue requirements to ensure the County and/or District recovers the costs of:

- (1) capital project revenue requirements
- (2) implementing the program
- (3) collecting the assessments.

(B) Update the Preliminary Assessment Roll Database Using the current ad valorem tax roll, update the preliminary assessment roll database. Test the sufficiency of the database by developing reports to access property information.

(C) Apply Apportionment Methodology to Database Apply the apportionment methodology to the updated preliminary assessment roll database to test the data validity and legal sufficiency.

(D) Calculate a Preliminary Proforma Schedule of Rates Using the developed assessment roll, calculate a proforma schedule of rates based on the developed apportionment methodology and revenue requirements for the assessment program.

(E) Prepare Assessment Memorandum Prepare the Assessment Memorandum, which documents the proposed apportionment methodology and proforma assessment rates

(F) Assist with Assessment Ordinance Advise and assist the County's and/or District's legal counsel in the drafting of an assessment ordinance to establish the procedures for implementation of the assessment program.

(G) Assist with Assessment Resolutions Advise and assist the County's and/or District's legal counsel in drafting the assessment resolutions that conform to the assessment ordinance and that implement the County's policy decisions and proposed methodology.

(H) Assist with Rate Adoption Process GSG will advise and assist with fulfilling the legal requirements for the adoption of the annual assessment rate resolution and certification of the assessment roll in accordance with section 197.3632, Florida Statutes, including:

- (1) **Produce Notice Roll** After verification of rates for the assessment program, GSG will create the notice roll by applying the rates to the assessment roll.
- (2) **Distribution of First-Class Notice** GSG will develop the first class notice and distribute to any affected property owners (only if required).

(I) Create Final Assessment Roll GSG will update the assessment roll with any corrections and updates received from the County. Final rates will be verified and extended to the updated data in order to create the final assessment roll. The final roll will be provided to the County and/or District.

(J) Certify, Export and Transmit the Final Assessment Roll in Conformance with Uniform Method Using the final assessment roll, GSG will prepare export files on compatible electronic medium capable of merger with the ad valorem tax roll files and will transmit the file to the Tax Collector in the prescribed format.

Grant/Loan Administration Services

Grant/Loan Administration services shall include, but not be limited to:

1. Serve as the County's and/or District's consultant to seek and secure funding as well as manage the grant until close out, making sure all reporting requirements are met.
2. Research, seek, identify and write Federal, State, County and private grant proposals that are applicable to the County and/or District.
3. Develop strategies and prioritize schedules and timelines for each identified grant.
4. Manage the process of submitting required post-award reports to grantor/lender and assure that ongoing compliance is met.
5. Manage and monitor the funding agency requirements and file a progress report with the County and/or District staff assistance, as required.

6. Administer the grants in accordance with the requirement of the funding agency and attend meetings, audits, and prepare and file all necessary documentation to maintain compliance with the grant requirements.
7. Prepare and submit appropriate claim reimbursement requests and respond to questions associated therewith.
8. Meet with the County Manager or designees to identify grant/loan resource needs and opportunities for funding as directed.

ATTACHMENT B

**CONSULTING SERVICES FOR ASSISTING NASSAU COUNTY AND THE
AMERICAN BEACH WATER AND SEWER DISTRICT
WITH THE PROVISION OF CAPITAL PROJECT ADMINISTRATION,
GRANT/LOAN ADMINISTRATION AND SPECIAL ASSESSMENT SUPPORT
SERVICES**

DIRECT LABOR HOURLY RATES

Project Team Firm and Title	Direct Labor Hourly Rates [*]
Raftelis Financial Consultants, Inc.	
Principal	\$214.00
Associate	\$174.00
Managing Consultant	\$158.00
Supervising Consultant	\$143.00
Senior Consultant	\$128.00
Rate Consultant	\$118.00
Consultant	\$107.00
Senior Rate Analyst	\$ 97.00
Rate Analyst	\$ 87.00
Analyst	\$ 77.00
Assistant Analyst	\$ 67.00
U.S. Water Services Corporation	
Principal	\$199.00
Senior Project Manager	\$155.00
Project Manager	\$131.00
Government Services Group, Inc.	
Project/Operations Coordinator	\$92.00
Senior Inspector	\$115.00
Engineer Support	\$146.00
Admin Assistant/Account Clerk	\$71.00
Senior Management	\$246.00
Legal Services- Nabors, Giblin, Nickerson	
Partners	\$250.00
Associates	\$225.00

[*] Direct labor hourly rates effective twelve months after the date of execution of the Agreement; rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index - Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties.

STANDARD COST RATES

Expense Description	Standard Cost Rates [1]
Mileage Allowance	IRS Standard Mileage Rate
Reproduction (Black and White) (In-House)	\$0.05 per Page
Reproduction (Color) (In-House)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost

Delivery Charges
Lodging/ Other Travel Costs

Actual Cost
Per State Statute

Meals

Not-to-Exceed per Employee:
\$6.00 – Breakfast
\$11.00 – Lunch
\$19.00 – Dinner

Subconsultant Services

Not to exceed above labor rates



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
96135 Nassau Place, Suite 1
Yulee, Florida 32097

John F. Martin
Aaron C. Bell
Jeff Gray
Thomas R. Ford
Klynt A. Farmer

Dist. No. 1 Fernandina Beach
Dist. No. 2 Amelia Island/Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Bryceville/Hilliard
Dist. No. 5 Callahan/West Yulee

TACO E. POPE, AICP
County Manager

JOHN A. CRAWFORD
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

October 11, 2021

Ms. Angela Knecht
Program Administrator
State Revolving Fund Management
3900 Commonwealth Blvd., Mail Station 3505
Tallahassee, Florida 32399-3000

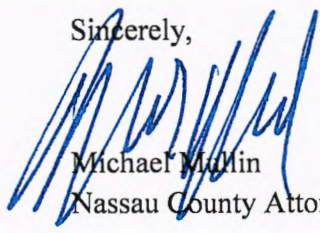
Re: DW45051 – American Beach Water and Sewer District
Well Phase-Out Project

Dear Ms. Knecht:

I am the duly appointed Counsel for the American Beach Water and Sewer District. The American Beach Water and Sewer District proposes to borrow \$2,523,500 from the State Revolving Fund for the construction of Well Phase-Out Project. Of this total amount, \$2,064,825 is designated as forgivable, leaving \$458,675 to be repaid. Pledged Revenues are the net special assessment revenues collected by the American Beach Water and Sewer District. The special assessment revenues are legally available to pledge. The American Beach Water and Sewer District has the legal authority to impose special assessments to ensure repayment of any State Revolving Fund (SRF) loan.

The Pledged Funds have no prior lien obligations.

Sincerely,



Michael Mullin
Nassau County Attorney

(904) 530-6010 or (866) 474-1446

An Affirmative Action / Equal Opportunity Employer

RESOLUTION NO. 2021- 198

A RESOLUTION OF THE DISTRICT BOARD OF THE AMERICAN BEACH WATER AND SEWER DISTRICT, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of drinking water facilities; and

WHEREAS, Florida Administrative Code rules require the borrower to adopt a resolution to authorize its loan application, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the State Revolving Fund loan priority list designates the American Beach Water and Sewer District Well Phase-Out Project, FDEP Project No. DW45051 (the "Project") as eligible for available funding; and

WHEREAS, the American Beach Water and Sewer District intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing; and

NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT BOARD OF THE AMERICAN BEACH WATER AND SEWER DISTRICT AS FOLLOWS:

SECTION I. This Resolution is adopted pursuant to the provisions of the Nassau County Board of County Commissioners Ordinance No. 2020-26 relating to the establishment of the American Beach Water and Sewer District, dated as of August 24, 2020, as it may be amended, and Section 125.01 and 189.02, Florida Statutes.

SECTION II. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION III. The American Beach Water and Sewer District is authorized by Section 125.01 and 189.02, Florida Statutes, and Nassau County Ordinance No. 2020-26 to apply for a loan to finance the construction phase of the Project.

SECTION IV. Whereas the revenues pledged for the repayment of the loan are the net special assessment revenues (the "Pledged Funds") collected by American Beach Water and Sewer District.

SECTION V. The Board Chairman is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application, see Exhibit A.

SECTION VI. At such time as the agreement is required the Board Chairman is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation of the American Beach Water and Sewer District in accordance with its terms when signed by both parties. The Board Chair is authorized to represent the American Beach Water and Sewer District in carrying out the District's responsibilities under the loan agreement. The Board Chair is authorized to designate responsibility to the District's project developer, Florida Governmental Utility Authority, to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION VII. The legal authority for borrowing moneys to construct this Project is Section 125.01 and 189.02, Florida Statutes, and Nassau County Ordinance No, 2020-26.

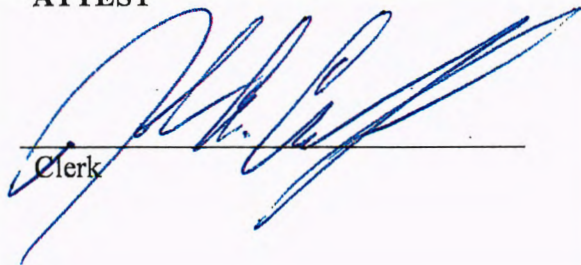
SECTION VIII. All resolutions or part of resolutions regarding the American Beach Water and Sewer District in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION IX. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

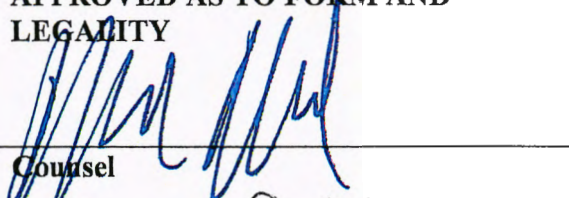
SECTION X. This Resolution shall become effective immediately upon its passage and adoption by the American Beach Water and Sewer District Board of Directors

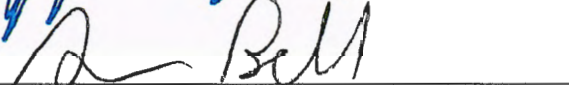
PASSED and ADOPTED this 11th day of October, 2021.

ATTEST


Clerk

APPROVED AS TO FORM AND LEGALITY


Counsel


Chair/Vice Chair

ATTEST AS TO CHAIRMAN'S SIGNATURE ONLY

Attachment #5

Part V Schedule of Projected Revenues and Debt Coverage

Explanation of Projections

Note: There was no operating activity for Fiscal Year 2021. The projections are based on an anticipated debt principal forgiveness.

(a) Operating Revenue

Special assessment revenue is projected to cover the expected debt service after principal forgiveness, including 15% coverage. This amount is projected to be \$211,726 annually. The special assessment revenue will also be used to cover operating expenses to cover Annual Assessment Maintenance Costs, Annual Assessment Legal Costs, Tax Collector Costs, Property Appraiser Costs, and Statutory Discounts.

(b) Interest Income

No interest income is projected for this Special District

(c) Other Income or Revenues

No other Income or Revenues are projected for this special district

(e) Operating Expenses

Operating expenses include Annual Assessment Maintenance Costs (\$5,000), Annual Assessment Legal Costs (\$5,000), Tax Collector Costs (2% of Assessment), Property Appraiser Costs (2% of Assessment), and Statutory Discounts (5% of Assessment).