

City of Columbia City Council Agenda

April 9, 2026 - 5:30 PM

City Hall Council Chambers
700 North Garden Street
Columbia, TN 38401
Phone: 931-560-1510

Chaz Molder, Mayor
Randy McBroom, Vice Mayor
Council Member Carl McCullen, Ward 1
Council Member Charlie Huffman, Ward 2
Council Member Cheryl E. Secrest, Ward 3
Council Member Kenny Marshall, Ward 4
Council Member Brian McKelvy, Ward 5

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Tony Massey, City Manager
Jake Hubbell, City Attorney
Thad H. Jablonski, City Recorder
Liz Bermudez, Recording Secretary

The City Council of the City of Columbia welcomes your presence and participation at this meeting. If you wish to address Council regarding any item on the Agenda, please sign the sign-up sheet and indicate which agenda item you would like to comment on. You will have the opportunity to comment on an item when it comes up on the Agenda and before Council votes on the item. Once recognized, you may then come to the podium and state your name and address. Anyone requesting accommodations due to disabilities should contact the ADA Coordinator, Wanda McClain, at 931-560-1570 prior to the meeting.

REGULAR MEETING

1 CALL TO ORDER/ROLL CALL.

2 INVOCATION.

3 PLEDGE OF ALLEGIANCE.

4 APPROVAL OF AGENDA.

5 PRESENTATIONS.

6 ORGANIZATIONAL BUSINESS.

6.1. APPROVE THE MINUTES OF THE MARCH 12, 2026 CITY COUNCIL MEETING - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

ATTACHMENTS: March 12, 2026 City Council Minutes.

6.2. APPROVE THE RETIREMENT BENEFITS FOR ELMER RIGGS JR, FIRE CAPTAIN, COLUMBIA FIRE & RESCUE, PRESENTATION OF RETIREMENT PLAQUE BY MAYOR MOLDER - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: Elmer Riggs Jr. has been an employee of the City of Columbia for 21 years. His effective retirement date is May 1, 2026 with pension payments to begin on May 1, 2026.

ATTACHMENTS: Staff Report Elmer Riggs.

6.3. APPROVE THE MAYOR'S APPOINTMENT OF KATHRYN YORK TO THE CITY OF COLUMBIA HISTORIC ZONING COMMISSION FOR A FIVE-YEAR TERM BEGINNING ON APRIL 9, 2026 AND EXPIRING ON APRIL 9, 2031.

RECOMMENDATION: Approve.

7 CONSENT AGENDA

7.1. APPROVE DISBURSEMENTS FOR THE MONTH OF FEBRUARY 2026 IN THE AMOUNT OF $8,642,801.90 - FINANCE.

RECOMMENDATION: Approve.

ATTACHMENTS: February 2026 Disbursements.

7.2. APPROVE AND AUTHORIZE THE CITY OF COLUMBIA TO REMOVE THE RIDER FOR BCBS VISION AND ADD A SEPARATE VISION PLAN WITH BCBS OF TENNESSEE, EFFECTIVE JULY 1, 2026 - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia to remove the rider on our BCBS medical for vision and add a standalone VisionBlue plan with BlueCross BlueShield of Tennessee, effective July 1, 2026. The projected savings to the City on the claims side is $6.73 per employee per month due to the network discounts. There is a $1.15 per employee per month admin fee that is expected to more than offset by the claim savings from the network discounts. The benefit to the members is a larger network of vision providers using the EyeMed network as well as discounts on vision-related products.

ATTACHMENTS: Staff Report VisionBlue BCBS, VisionBlue Flyer and Savings Illustration.

7.3. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND THE SMYRNA ADULT SOFTBALL LEAGUE FOR THEIR 2026 SEASON - WARD 4 - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The Smyrna Adult Softball League requests an annual Non-Exclusive Use Permit with the City of Columbia to utilize the fields at Ridley Sports Complex "A" for their 2026 season.

ATTACHMENTS: Staff Report Smyrna Adult Softball League, Non-Exclusive Use and Occupancy Permit Smyrna Adult Softball 2026, Certificate of Insurance.

7.4. APPROVE BID AWARD TO B.A.M.2, INC. FOR CONSTRUCTION OF THE ROYAL OAKS SEWAGE PUMP STATION REPLACEMENT IN THE AMOUNT OF $948,803 - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia's Wastewater Department requests approval of the bid award to B.A.M.2, Inc. for construction of the Royal Oaks Sewage Pump Station Replacement in the amount of $948,803. This would replace an outdated pump station and provide continued quality service to the citizens of the City of Columbia.

CERTIFICATION: The Chief Financial Officer certifies that $948,803 will be budgeted in the forthcoming appropriation amendment #4 in Wastewater-Pumping Stations – Projects.

ATTACHMENTS: Staff Report Royal Oaks Sewage Pump Station , Award Letter, Bid Tabulation.

7.5. APPROVE AND AUTHORIZE THE CITY OF COLUMBIA TO ADD TELADOC HEALTH SERVICES FOR ACTIVE BCBS OF TENNESSEE MEMBERS - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: The City proposes adding Teladoc health services for members of the health insurance plan. Teladoc services will include general 24/7 care, mental health care, dermatology, nutrition and tobacco cessation. Additionally, there are programs for members specific to Hypertension Management, Diabetes Management Program and Weight Management. There will be no fee to the participant for these services. The cost to the City’s health plan to add Teladoc services is $0.74 per person per month in addition to a per-service fee.

General 24/7 care Teladoc services cost less than using the City's offsite health clinic. For example, a traditional clinic office visit costs a minimum of $100 per visit versus $55 per visit for Teladoc. With an average of 50 visits per month to the clinic. The approximate annual savings to the City will be $13,500 if half the members opt for using the Teladoc service versus a traditional clinic visit.

CERTIFICATION: The Chief Financial Officer certifies that funds are available and unencumbered in Health Insurance – Clinic.

ATTACHMENTS: Staff Report Teladoc, Teladoc Flyers.

7.6. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE CONTRACT BETWEEN THE CITY OF COLUMBIA AND J. R. WAUFORD & COMPANY, CONSULTING ENGINEERS, INC. FOR THE ENGINEERING OF THE PUMPKIN CREEK SEWERSHED IMPROVEMENTS IN THE AMOUNT OF $550,000 - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia's Wastewater Department requests the mayor to sign the Contract between the City of Columbia and J. R. Wauford & Company, Consulting Engineers, Inc. for the engineering of the Pumpkin Creek Sewershed improvements in the amount of $550,000.

CERTIFICATION: The Chief Financial Officer certifies that $550,000 will be budgeted in the forthcoming appropriation amendment #4 in Wastewater-Pumping Stations – Projects.

ATTACHMENTS: Staff Report Pumpkin Creek Sewershed Improvements Contract, J. R. Wauford Pumpkin Creek Sewershed Improvements Contract, Pumpkin Creek Sewershed Estimated Project Costs.

7.7. APPROVE PAYMENT IN THE AMOUNT OF $151,596 TO WAYPOINT BUSINESS SOLUTIONS FOR THE ANNUAL RENEWAL OF MICROSOFT OFFICE 365 AND RELATED SERVICES - MIS.

RECOMMENDATION: Approve.

INFORMATION: This is for the annual renewal for Microsoft Office 365 and related services for all 489 employees of the City of Columbia. The services include email, office applications both online and on desktop or laptop. applications to include, outlook, word, excel, access database, teams, one drive, sharepoint and other security enhancements with intra p1 tier.

CERTIFICATION: The Chief Financial Officer certifies that $151,596 is budgeted and unencumbered in General City Admin-Misc. – Software.

ATTACHMENTS: Staff Report MS 365 Renewal, Microsoft365 Quote-Waypoint.

7.8. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND AIRDNA IN THE AMOUNT OF $5,500 FOR AN ANNUAL LICENSE FOR MONTHLY LODGING PERFORMANCE DATA REPORTING - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: Visit Columbia will contract with AIRDNA, the leading provider in the hospitality industry for property performance data reporting for short-term rentals along with Kalibri's performance metrics, trends and consumer behaviors for the hotel industry. This comprehensive database is a tool for compiling and disseminating lodging data, resulting in countless ways to configure data reporting options.

CERTIFICATION: The Chief Financial Officer certifies that $5,500 is budgeted and unencumbered in Tourism Enhancement-General Fund - Professional Services.

ATTACHMENTS: Staff Report AirDNA, AirDNA- Property Performance Data + Kalibri Hotel Module Agreement.

7.9. APPROVE AND AUTHORIZE THE SOLE SOURCE PURCHASE OF A 2025 ARMORED POINTER SWAT/APC VAN FROM ALPINE

ARMORING IN THE AMOUNT OF $259,200 - POLICE DEPARTMENT.

RECOMMENDATION: Approve the purchase of an Armored Pointer van from Alpine Armoring total amount of $259,200 utilizing the Violent Crime Intervention Funding (VCIF) Grant.

INFORMATION: This entire purchase of the Alpine Armor Armored pointer van is $259,200. The Alpine Armoring Pointer is configured for tactical and secure transport use, with seating for up to 10 occupants including the driver. It incorporates a reinforced suspension, heavy-duty braking system, and standard powertrain consistent with the Ford F-350HD platform.

The vehicle is armored to Alpine Level A9 (B6+), using certified ballistic steel and transparent armor to provide protection against rifle-caliber threats.

The platform is designed for law enforcement operations requiring enhanced occupant protection and secure transport capability. It will function as the primary response vehicle for the SWAT team when responding to situations involving known or anticipated threats of violence during approach and engagement.

CERTIFICATION: The Chief Financial Officer certifies that $259,200 will be budgeted in the forthcoming appropriation amendment #4 in Grants - Police - Violent Crime Projects.

ATTACHMENTS: Staff Report Armored Van, Alpine Armoring Technical Specs, Alpine Armoring Quote, Alpine Armoring Sole Source Purchase Letter.

7.10. APPROVE AND AUTHORIZE THE SOLE SOURCE PURCHASE OF SEVENTY (70) AXON TASER 10 CONDUCTED ENERGY WEAPON IN THE AMOUNT OF $349,986 - POLICE DEPARTMENT.

RECOMMENDATION: Approve the purchase of seventy Axon Taser 10 Conducted energy weapons for the total amount of

$349,986 utilizing the Violent Crime Intervention Funding (VCIF) Grant.

INFORMATION: This entire purchase of the Axon Taser 10 Conducted energy weapon will cost a total of $349,986. Columbia Police Department is currently using the Axon Taser x26p model that has been discontinued by Axon Enterprise.

The TASER 10 is the newest model of conducted energy weapon (CEW) produced by Axon Enterprise. This next-generation system offers significant advancements: improved probe deployment capability, increased engagement effectiveness, enhanced safety features, and integrated digital evidence and accountability systems.

Transitioning to Axon Taser 10 is necessary to maintain operational effectiveness, continued manufacturer support, and align with modern law enforcement standards. Its superior performance, reliability, and technological integration directly enhance officer safety, subject outcomes, and overall mission readiness.

CERTIFICATION: The Chief Financial Officer certifies that $259,200 will be budgeted in the forthcoming appropriation amendment #4 in Grants - Police - Violent Crime Projects.

ATTACHMENTS: Staff Report Axon Tasers, Columbia 2026 Proposal, Sole Manufacturer Letter.

7.11. APPROVE AND AUTHORIZE THE PURCHASE OF A BURN BOX AND CERTIFICATION TRAINING FROM AIRBURNERS IN THE AMOUNT OF $213,862.53 UTILIZING GSA CONTRACT NO. 47QMCA20D004T - PUBLIC WORKS DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: Public Works has used a grinding service in the past for all brush collected within the city limits, and initially requested the purchase of a burn box in the 2027 fiscal year budget. Due to the added brush volume from the January 2026 ice storm and March 2026 tornado, this burn box will need to be purchased before the 2027 fiscal year. AirBurners, Inc. has GSA

Contract Number 47QMCA20D004T for a 2026 Air Burner Model S223 and Ash Rake. Public Works wishes to utilize this GSA contract for the purchase of this air burner and certification training in the amount of $213,862.53.

CERTIFICATION: The Chief Financial Officer certifies that $213,862.53 will be proposed in Capital Projects – Sanitation - Machinery and Equipment.

ATTACHMENTS: Staff Report AirBurners, AirBurners Documents.

8 ADMINISTRATION.

8.1. REQUEST FROM COLUMBIA POWER AND WATER SYSTEM TO WAIVE FEES ASSOCIATED WITH THE NEW WATER TREATMENT PLANT FOR THE LONG-TERM WATER SUPPLY PROJECT.

RECOMMENDATION: Approve.

INFORMATION: City Council has been asked to waive the approximate $1,300,000 in fees associated with the construction of the new Water Treatment Plant for the long-term water supply project.

ATTACHMENTS: Staff Report Fee Waive Request.

9 RESOLUTIONS.

9.1. RESOLUTION NO. 26-29 - A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF WATER SYSTEM REVENUE INDEBTEDNESS, PROVIDING FOR THE COLLECTION AND DISPOSITION OF REVENUES FROM THE WATER SYSTEM OF THE CITY OF COLUMBIA, TENNESSEE, MAKING PROVISION FOR THE OPERATION OF SAID SYSTEM, AND AUTHORIZING THE RETIREMENT OF THE CITY'S OUTSTANDING WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2021 - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 26-29.

INFORMATION: Resolution No. 26-29 governs the terms of all senior lien water revenue debt. These include existing Truist notes as well as pending funding from WIFIA, SRF, and any bonds issued for the project. In addition, the resolution authorizes the prepayment/discharge of the CPWS 2021 water bonds.

ATTACHMENTS: Staff Report Resolution No. 26-29, Resolution No. 26-29.

9.2. RESOLUTION NO. 26-30 - FIRST RESOLUTION SUPPLEMENTING AND AMENDING THE CITY'S MASTER WATER BOND RESOLUTION TO IDENTIFY THE CITY'S OUTSTANDING WATER SYSTEM REVENUE ANTICIPATION NOTES, SERIES 2023 AND 2025 AS SERIES OF DEBT OBLIGATIONS THEREUNDER - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 29-30.

INFORMATION: Resolution No. 29-30 identifies Truist notes as senior lien debt under the master resolution. The resolution does not change any other terms.

ATTACHMENTS: Staff Report Resolution No. 26-30, Resolution No. 26-30.

9.3. RESOLUTION NO. 26-31 - INITIAL RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF WATER SYSTEM REVENUE BONDS OF THE CITY OF COLUMBIA, TENNESSEE - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 26-31.

INFORMATION: Resolution No. 26-31 is required by state law in advance of entering into WIFIA loan agreement.

ATTACHMENTS: Staff Report Resolution No. 26-31, Resolution No. 26-31.

9.4. RESOLUTION NO. 26-32 - A RESOLUTION SUPPLEMENTING AND AMENDING THE CITY'S MASTER WATER BOND RESOLUTION TO AUTHORIZE THE EXECUTION, TERMS AND DELIVERY OF A LOAN AGREEMENT BY AND BETWEEN THE

CITY AND THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, ACTING BY AND THROUGH THE ADMINISTRATOR OF THE ENVIRONMENTAL PROTECTION AGENCY, PROVIDING FOR THE FINANCING OF CERTAIN WATER SYSTEM PROJECTS OWNED BY OR LEASED TO AND OPERATED BY THE CITY, AND TO AUTHORIZE THE EXECUTION, TERMS, ISSUANCE, SALE AND PAYMENT OF ONE OR MORE WATER REVENUE BONDS IN CONNECTION WITH AND AS EVIDENCE OF SAID LOAN AGREEMENT - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 26-32.

INFORMATION: Resolution No. 26-32 authorizes the issuance of the WIFIA loan/bond for the purpose of financing the long-term water supply project.

ATTACHMENTS: Staff Report Resolution No. 26-32, Resolution No. 26-32, Resollution No. 26-32 Draft Term Sheet, Resolution No. 26-32 Draft Loan Agreement.

9.5. RESOLUTION NO. 26-23 - A RESOLUTION TO ACCEPT THE PUBLIC STREETS AND DRAINAGE IMPROVEMENTS SERVING ARLINGTON HEIGHTS SUBDIVISION, PHASE 1 SECTION 2, AND PHASE 2 SECTION 2 FOR OWNERSHIP AND MAINTENANCE - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 26-23

INFORMATION: This Resolution refers to the acceptance of public streets and drainage improvements serving Arlingtin Heights Subdivision, Phase 1 Section 2, and Phase 2 Section 2 for ownership and maintenance in the City of Columbia. The Engineering Division has made inspections and recommends the acceptance of the public streets and drainage improvements.

ATTACHMENTS: Staff Report Resolution No. 26-23, Resolution No. 26-23, Arlington Heights Phase 1, Section 2- Request for Final Acceptance-signed, Arlington Heights Phase 2, Section 2- Request for Final Acceptance-signed, Arlington Heights Ph1 Sec2 - Final Plat, Arlington Heights Ph2 Sec2 - Final Plat.

9.6. RESOLUTION NO. 26-24 – TAX CORRECTIONS - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 26-24.

INFORMATION: The City Recorder is presenting tax corrections through 3/19/2026 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

ATTACHMENTS: Staff Report Resolution No. 26-24, Resolution No. 26-24, Resolution No. 26-24 Exhibit A.

9.7. RESOLUTION NO. 26-25 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING SUMMIT AT CARTER'S STATION WEST PHASE 4 - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 26-25.

INFORMATION: Summit at Carter's Station West Phase 4 consists of 3408 linear feet of sanitary sewer main. The Developers met all of the qualifications for acceptance. The Wastewater Department has performed the necessary testing and inspections.

ATTACHMENTS: Staff Report Resolution No. 26-25, Resolution No. 26-25, Resolution No. 26-25 Lien Affidavit, Resolution No. 26-25 Dedication Letter.

9.8. RESOLUTION NO. 26-26 - A RESOLUTION TO REPEAL RESOLUTION 19-49 AND REPLACE WITH A RESOLUTION TO AUTHORIZE THE CITY OF COLUMBIA TO ADOPT THE UPDATED MAURY COUNTY BASIC EMERGENCY OPERATIONS PLAN (BEOP) - FIRE & RESCUE.

RECOMMENDATION: Approve Resolution No. 26-26.

INFORMATION: The State of Tennessee, through the Tennessee Emergency Management Agency, requires jurisdictions to maintain an Emergency Operations Plan consistent with the National Incident Management System (NIMS) and Incident Command System (ICS). Maury County maintains a countywide Basic Emergency Operations Plan (BEOP) that provides a coordinated approach to

emergency response, resouce management, and disaster recovery.

The City of Columbia currently operates within this framework during large-scale incidents. Resolution No. 19-49 previously addressed emergency operations planning; however, updates to the Maury County BEOP and evolving operational needs require adoption of the current plan. Adoption of the updated Maury County BEOP will:
1) Ensure compliance with state and federal emergency management requirements
2) Maintain eligibility for FEMA reimbursement and grant funding
3) Strengthen coordination with Maury County and regional partners
4) Provide a standardized framework for emergency response and recovery

This resolution also clarifies the operational structure within the City of Columbia:
1) Operational Authority: Columbia Fire & Rescue and Columbia Police Department will retain command and control of incidents within the corporate limits of the City of Columbia
2) City Emergency Management: will coordinate local preparedness, response, and recovery efforts and serve as the central point of coordination for city departments
3) County Emergency Management: will provide support, resource coordination, and liaison
functions, without superseding city authority except as requires by law.

Additionally, the City may develop a city-specific annex to further define internal roles, procedures, and coordination protocols.

ATTACHMENTS: Staff Report Resolution No. 26-26, Resolution No. 26-26.

9.9. RESOLUTION NO. 26-27 - A RESOLUTION TO ESTABLISH THE MAXIMUM AMOUNT OF $75 FOR THE 2026 CITY OF COLUMBIA PROPERTY TAX RELIEF FOR THE ELDERLY LOW-INCOME HOMEOWNERS. - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 26-27.

INFORMATION: The Columbia City Council adopted Ordinance No. 3770 on December 4, 2008. This Ordinance was adopted to implement a Property Tax Relief Program for elderly and low-income property tax payers and is subject only to the availability of funds, which must be appropriated in each annual budget adopted by the City. The maximum amount of relief that can be granted is established at $75. The relief will only be granted for any taxes due after the State Property Tax Relief has been applied to the tax bill. If the State pays the entire amount of taxes owed then the City will not be liable for any further disbursement.

ATTACHMENTS: Staff Report Resolution No. 26-27, Resolution No. 26-27.

9.10. RESOLUTION NO. 26-28 - A RESOLUTION AUTHORIZING MAIN STREET MAURY AS THE OFFICIAL LOCAL NEWSPAPER FOR THE CITY OF COLUMBIA - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 26-28.

INFORMATION: The City Charter, Section 1.04 (8), requires the Council to designate an official newspaper published and circulating in the City for the publishing of all advertising, notices and other matters of every description that the City may publish. This Resolution designates Main Street Maury as the official local newspaper for the City of Columbia.

ATTACHMENTS: Staff Report Resolution 26-28, Resolution No. 26-28.

10 ORDINANCES.

10.1. 2ND CONSIDERATION OF ORDINANCE NO. 4583 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY APPROVING THE PRELIMINARY PLANNED UNIT DEVELOPMENT MASTER PLAN FOR LOT 8A OF THE BEECHCROFT PLAZA PUD, OFF CAYER LANE AND

NASHVILLE HIGHWAY AT TAX MAP 42 PARCEL 14.05 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4583 on second consideration.

INFORMATION: The applicant is requesting approval of a Preliminary PUD Master Plan for property at Nashville Highway and Cayer Lane, being Lot 8A of the Beechcroft Plaza Planned Unit Development. The proposed plan is for a new commercial build of an approximate 7,000 square foot AutoZone retailer. The Planning Commission reviewed this request at the February 11, 2026 meeting and recommended approval by a vote of five to zero.

ATTACHMENTS: Staff Report Ordinance No. 4583, Ordinance No. 4583, Ordinance No. 4583 Exhibit A, DS Staff Report.

10.2. 2ND CONSIDERATION OF ORDINANCE NO. 4584 - AN ORDINANCE TO TERMINATE AN ELECTRIC POWER EASEMENT LOCATED ON TAX MAP 051 PARCEL 058.07 AT HONEY FARM WAY AND U.S. 31/NASHVILLE HIGHWAY AND TO AUTHORIZE THE MAYOR TO EXECUTE ANY RELATED DOCUMENTS - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve Ordinance No. 4584 on second consideration.

INFORMATION: CPWS has forwarded the request for the City to terminate an electric power easement located on Tax Map 051 Parcel 058.07 at Honey Farm Way and U.S. 31.

ATTACHMENTS: Staff Report Ordinance No. 4584, Ordinance No. 4584, Ordinance No. 4584 Exhibit A.

11 OTHER BUSINESS.

12 EXECUTIVE SESSION.

13 ADJOURNMENT.

14 UPCOMING EVENTS.

14.1. MULE DAY RECEPTION - SATURDAY, APRIL 11, 2026 - COLUMBIA ACADEMY, VEST HALL - 9:00-10:30 A.M.

14.2. MULE DAY PARADE - SATURDAY, APRIL 11, 2026 - DOWNTOWN COLUMBIA - 11:00 A.M.

PUBLIC HEARINGS

Item 1. - **PUBLIC HEARING ON ORDINANCE NO. 4581 – AN ORDINANCE TO AMEND THE FISCAL YEAR 2025-2026 BUDGET ORDINANCE NO. 4544, AS AMENDED, PROVIDING FOR REVISIONS TO THE GENERAL, STATE STREET AID, CAPITAL PROJECTS, GRANTS AND WASTEWATER FUNDS**

Mayor Chaz Molder called the Public Hearing to order, pursuant to proper notice having been given. Present were Council Member Carl McCullen, Council Member Cheryl Secrest, Council Member Kenny Marshall, Council Member Brian McKelvy, Vice Mayor Randy McBroom, Mayor Chaz Molder, City Manager Tony Massey, City Attorney Jake Hubbell, Acting City Recorder Kim Dale and Recording Secretary Liz Bermudez. Council Member Charlie Huffman and City Recorder Thad Jablonski were absent.

There being no one present to speak on the Public Hearing for Ordinance No. 4581, Council Member McKelvy moved to close the Public Hearing. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 2. - **PUBLIC HEARING ON ORDINANCE 4583 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY APPROVING THE PRELIMINARY PLANNED UNIT DEVELOPMENT MASTER PLAN FOR LOT 8A OF THE BEECHCROFT PLAZA PUD, OFF CAYER LANE AND NASHVILLE HIGHWAY AT TAX MAP 42 PARCEL 14.05**

Mayor Chaz Molder called the Public Hearing to order, pursuant to proper notice having been given. Present were Council Member Carl McCullen, Council Member Cheryl Secrest, Council Member Kenny Marshall, Council Member Brian McKelvy, Vice Mayor Randy McBroom, Mayor Chaz Molder, City Manager Tony Massey, City Attorney Jake Hubbell, Acting City Recorder Kim Dale and Recording Secretary Liz Bermudez. Council Member Charlie Huffman and City Recorder Thad Jablonski were absent.

There being no one present to speak on the Public Hearing for Ordinance No. 4583, Council Member McKelvy moved to close the Public Hearing. Council Member Marshall seconded the motion.

All Council Members present voted aye.

REGULAR MEETING

CALL TO ORDER/ROLL CALL

Mayor Chaz Molder called the meeting to order, pursuant to proper public notice having been given. Present were Council Member Carl McCullen, Council Member Cheryl Secrest, Council Member Kenny Marshall, Council Member Brian McKelvy, Vice Mayor Randy McBroom, Mayor Chaz Molder, City Manager Tony Massey, City Attorney Jake

Hubbell, Acting City Recorder Kim Dale and Recording Secretary Liz Bermudez. Council Member Charlie Huffman and City Recorder Thad Jablonski were absent.

INVOCATION

Council Member McKelvy offered the Invocation.

PLEDGE OF ALLEGIANCE

Recording Secretary Liz Bermudez led the Pledge of Allegiance.

APPROVAL OF AGENDA

Council Member McCullen moved to approve the agenda. Council Member Marshall seconded the motion.

All Council Members present voted aye.

PRESENTATIONS

ORGANIZATIONAL BUSINESS

Item 6.1. - **APPROVE THE MINUTES OF THE FEBRUARY 12, 2026 CITY COUNCIL MEETING**

Council Member McKelvy moved to approve the February 12, 2026 City Council Meeting Minutes. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 6.2. - **APPROVE THE APPOINTMENT OF ANDREW PEARSON TO THE CITY OF COLUMBIA ARTS COUNCIL FOR A THREE-YEAR TERM BEGINNING ON MARCH 12, 2026 AND EXPIRING ON MARCH 12, 2029**

Council Member Marshall moved to approve the appointment of Andrew Pearson to the City of Columbia Arts Council for a three-year term. Vice Mayor McBroom seconded the motion.

All Council Members present voted aye.

Mayor Molder thanked Mr. Pearson for his willingness to serve.

CONSENT AGENDA

Council Member McKelvy moved to approve consent agenda. Council Member Marshall seconded the motion.

All Council Members present voted aye and the following items were approved:

Item 7.1. - **APPROVE DISBURSEMENTS FOR THE MONTH OF JANUARY 2026 IN THE AMOUNT OF $10,967,212.19**

Item 7.2. - **APPROVE AND AUTHORIZE THE DISPOSAL OF SURPLUS EQUIPMENT**

Item 7.3. - **APPROVE AND AUTHORIZE THE CITY OF COLUMBIA TO REVISE THE CURRENT FEE STRUCTURE WITH MUTUAL OF OMAHA TO INCLUDE COMPREHENSIVE SERVICES FOR EMPLOYEE ASSISTANCE PROGRAM SERVICES WITH AN ESTIMATED COST OF $4,644.60 PER YEAR**

Item 7.4. - **APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT AND ALL RELATED DOCUMENTS WITH AMERIFLEX FOR SECTION 125 FLEXIBLE SPENDING ACCOUNTS FOR UNREIMBURSED MEDICAL AND DEPENDENT CARE FOR ELIGIBLE EMPLOYEES**

Item 7.5. - **APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND LAMAR ADVERTISING IN THE AMOUNT OF $4,000 FOR DIGITAL BILLBOARD ADVERTISING IN THE NASHVILLE/MIDDLE TN AREA**

Item 7.6. - **APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT BETWEEN THE CITY OF COLUMBIA AND CAITLIN LUCIA CONTENT CREATOR IN THE AMOUNT OF $4,000 FOR A SPRING SOCIAL MEDIA COLLABORATION**

Item 7.7. - **APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND JOURNAL COMMUNICATIONS IN THE AMOUNT OF $6,595 FOR ADVERTISING IN THE 2026-27 MAURY COUNTY LIVABILITY MAGAZINE**

Item 7.8. - **APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND STYLEBLUEPRINT FOR A SUMMER TRAVEL DIGITAL MARKETING CAMPAIGN IN THE AMOUNT OF $1,995**

Item 7.9. - **APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE AMENDMENT TO THE HEALTHY BUILT ENVIRONMENT (HBE) GRANT CONTRACT MOVING FUNDS FROM FY2025 TO FY2026 IN THE AMOUNT OF $50,000**

Item 7.10. - **APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT WITH ALFRED BENESCH & COMPANY FOR PROFESSIONAL CONSULTANT ENGINEERING TO PROVIDE SERVICES RELATED TO THE CITY OF COLUMBIA'S PAVEMENT MANAGEMENT AND PRESERVATION PROGRAM IN AN AMOUNT TO NOT EXCEED $145,680, AND AUTHORIZE THE MAYOR TO ENTER INTO A SOFTWARE AGREEMENT WITH CITYLOGIX IN AN AMOUNT NOT TO EXCEED $18,900**

Item 7.11. - **APPROVE THE PURCHASE OF THREE (3) LICENSE PLATE READERS WITH FIVE (5) YEAR SUBSCRIPTIONS FOR EACH READER FROM MOTOROLA SOLUTIONS IN THE AMOUNT OF $8,541.65 FOR YEAR ONE WITH $4,310.93 DUE ANNUALLY FOR YEARS TWO (2) THROUGH FIVE (5)**

Item 7.12. - **APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE AMENDMENT TO THE TENNESSEE HIGHWAY SAFETY (THSO) GRANT CONTRACT WHICH REDUCES THE GRANT CONTRACT AMOUNT FROM $28,442.32 TO $22,753.86**

Item 7.13. - **APPROVE PURCHASE OF CROWD PROTECTION BARRIERS UTILIZING THE VCIF (VIOLENT CRIMES INTERVENTION FUNDS) GRANT IN THE AMOUNT OF $261,520 FROM GSA CONTRACT #47QSWA19D001F**

ADMINISTRATION

RESOLUTIONS

Item 9.1. - **RESOLUTION NO. 26-12 - A RESOLUTION REQUESTING THE MAURY COUNTY ELECTION COMMISSION TO CONDUCT A CITY ELECTION FOR THE OFFICES OF MAYOR AND VICE-MAYOR ON TUESDAY, NOVEMBER 3, 2026**

Mayor Molder moved to approve Resolution No. 26-12. Vice Mayor McBroom seconded the motion.

All Council Members present voted aye.

Item 9.2. - **RESOLUTION NO. 26-13 – TAX CORRECTIONS**

Council Member McKelvy moved to approve Resolution No. 26-13. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 9.3. - **RESOLUTION NO. 26-14 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING WOODWARD ESTATES**

Council Member McKelvy moved to approve Resolution No. 26-14. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 9.4. - **RESOLUTION NO. 26-15 - A RESOLUTION RATIFYING THE ACCEPTANCE OF SPONSORSHIP DONATIONS FOR THE 2026 MIDSTATE CLASSIC SOFTBALL GAMES TO BE HELD AT RIDLEY SPORTS COMPLEX ON MARCH 10, 2026, IN THE AMOUNT OF NINETEEN THOUSAND DOLLARS ($19,000) – WARD 4**

Council Member McCullen moved to approve Resolution No. 26-15. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Mayor Molder complimented all those involved in this event and mentioned how it gets better and better over time.

Item 9.5. - **RESOLUTION NO. 26-16 - A RESOLUTION RATIFYING THE CITY OF COLUMBIA'S APPLICATION FOR THE GM ON MAIN STREET GRANT; ACCEPTING THE GRANT AWARD FOR $60,000 AND AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS RELATED TO ACCEPTING AND ADMINISTERING THE GRANT PROJECT**

Council Member McKelvy moved to approve Resolution No. 26-16. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 9.6. - **RESOLUTION NO. 26-17 – A RESOLUTION ESTABLISHING A CASH MANAGEMENT POLICY FOR THE CITY OF COLUMBIA**

Council Member Marshall moved to approve Resolution No. 26-17. Council Member McCullen seconded the motion.

All Council Members present voted aye.

Item 9.7. - **RESOLUTION NO. 26-18 – A RESOLUTION ESTABLISHING A CAPITAL ASSET MANAGEMENT POLICY FOR THE CITY OF COLUMBIA**

Council Member McKelvy moved to approve Resolution No. 26-18 Council Member Secrest seconded the motion.

All Council Members present voted aye.

Item 9.8. - **RESOLUTION NO. 26-19 – A RESOLUTION ESTABLISHING A BUDGET MONITORING POLICY FOR THE CITY OF COLUMBIA**

Council Member Marshall moved to approve Resolution No. 26-19. Council Member Secrest seconded the motion.

All Council Members present voted aye.

Item 9.9. - **RESOLUTION NO. 26-22 - A RESOLUTION ADOPTING "COLUMBIA 2026" AS THE ANNUAL STRATEGIC PLAN FOR THE CITY OF COLUMBIA**

Council Member Secrest moved to approve Resolution No. 26-22. Council Member Marshall seconded the motion.

All Council Members present voted aye.

ORDINANCES

Item 10.1. - **2ND CONSIDERATION OF ORDINANCE NO. 4578 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY AMENDING THE COMMERCIAL DOWNTOWN HISTORIC DISTRICT OVERLAY TO INCLUDE PROPERTY AT 810 WOODLAND STREET, BEING TAX MAP 99A GROUP K PARCEL 11.00 - WARD 3**

Mayor Molder recused himself from this item. Vice Mayor McBroom read the item.

Council Member Marshall moved to approve Ordinance No. 4578 on second consideration. Council Member Secrest seconded the motion.

All members present voted aye with the exception Mayor Molder who abstained. The motion Passed with a vote of 5-0.

Item 10.2. - **2ND CONSIDERATION OF ORDINANCE NO. 4581 AS AMENDED - AN ORDINANCE TO AMEND THE FISCAL YEAR 2025-2026 BUDGET ORDINANCE NO. 4544, AS AMENDED, PROVIDING FOR REVISIONS TO THE GENERAL, CAPITAL PROJECTS, AND GRANTS FUNDS**

Council Member McKelvy moved to approve Ordinance No. 4581 as amended on second consideration. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 10.3. - **2ND CONSIDERATION OF ORDINANCE NO. 4582 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY APPROVING THE MORNING POINTE PRELIMINARY PLANNED UNIT DEVELOPMENT MASTER PLAN, FORMERLY PART OF THE RUTHERFORD LANE WESTFIELD PARK MIXED USE PUD, OFF RUTHERFORD LANE AND WESTFIELD DRIVE, BEING A PORTION OF TAX MAP 112 PARCEL 3.07- WARD 1**

Council Member McCullen moved to approve Ordinance No. 4582 on second consideration. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

Item 10.4. - **1ST CONSIDERATION OF ORDINANCE 4583 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY APPROVING THE PRELIMINARY PLANNED UNIT DEVELOPMENT MASTER PLAN FOR LOT 8A OF THE BEECHCROFT PLAZA PUD, OFF CAYER LANE AND NASHVILLE HIGHWAY AT TAX MAP 42 PARCEL 14.05**

Council Member McKelvy moved to approve Ordinance No. 4583 on first consideration. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 10.5. - **1ST CONSIDERATION OF ORDINANCE NO. 4584 - AN ORDINANCE TO TERMINATE AN ELECTRIC POWER EASEMENT LOCATED ON TAX MAP 051**

PARCEL 058.07 AT HONEY FARM WAY AND U.S. 31/NASHVILLE HIGHWAY AND TO AUTHORIZE THE MAYOR TO EXECUTE ANY RELATED DOCUMENTS

Council Member McKelvy moved to approve Ordinance No. 4584 on first consideration. Council Member Marshall seconded the motion.

All Council Members present voted aye.

OTHER BUSINESS

EXECUTIVE SESSION

ADJOURNMENT

There being no further business Council Member McKelvy moved to adjourn the meeting. Council Member Marshall seconded the motion. All members present voted aye. The meeting adjourned at 05:50 PM.

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Tara Smith, Benefits Administrator, tsmith@columbiatn.gov, (931) 560-1572

AGENDA ITEM TITLE: APPROVE THE RETIREMENT BENEFITS FOR ELMER RIGGS JR, FIRE CAPTAIN, COLUMBIA FIRE & RESCUE, PRESENTATION OF RETIREMENT PLAQUE BY MAYOR MOLDER.

RECOMMENDATION: Approve.

INFORMATION: Elmer Riggs Jr. has been an employee of the City of Columbia for 21 years. His effective retirement date is May 1, 2026 with pension payments to begin on May 1, 2026.

CERTIFICATION:

ATTACHMENTS: Staff Report.

CITY OF COLUMBIA

DISBURSEMENTS FOR MONTH ENDING FEBRUARY 28, 2026

FUND	GROSS	TRANSFERS & CD's	PAYROLL TRANSFERS	NET TOTAL
General Fund	3,796,891.20	553,958.27	1,672,775.64	1,570,157.29
Sanitation Fund	520,158.04	33,165.88	100,613.67	386,378.49
Wastewater Fund	3,413,478.38	61,020.00	211,338.16	3,141,120.22
Street & Transportation Fund				-
State Street Aid	44,345.30	-		44,345.30
Drug Fund	918.11			918.11
Debt Service Fund	-			-
Capital Projects Fund	337,607.51	19,800.00		317,807.51
Sewer Revenue & Tax Bond Issue				-
Sewer Impact Fee #2				-
Insurance Fund	239,097.75	26,862.73		212,235.02
2017 GO Public Imp Bonds				-
2010 GO Bond Issue				-
Cleary Construction Escrow				-
Industrial Development Board	-			-
Grant Fund	290,305.61	-		290,305.61
	$ 8,642,801.90	$ 694,806.88	$ 1,984,727.47	$ 5,963,267.55

POOLED CASH CHECK LISTING

206280	02/05/2026	8X8 INC	5,463.13
206281	02/05/2026	AMER FAMILY LIFE ASSURANCE	80.60
206282	02/05/2026	AT&T	1,349.72
206283	02/05/2026	AT&T	51.81
206284	02/05/2026	Atmos Energy	2,682.87
206285	02/05/2026	BACKYARD LAWN MASTER, LLC	44,468.00
206286	02/05/2026	Benchmark Companies	118,125.00
206287	02/05/2026	Best One Tire	3,994.20
206288	02/05/2026	BIG TRUCK RENTAL, LLC	9,200.00
206289	02/05/2026	CARRIE ANN BELL	150.00
206290	02/05/2026	Cedarchem Llc	11,869.71
206291	02/05/2026	CHARTER COMMUNICATIONS	1,099.00
206292	02/05/2026	Chrysler Dodge Jeep Ram of Columbia	11,530.00
206293	02/05/2026	Cintas Corporation #241	3,057.10
206294	02/05/2026	Colonial Life	10,094.43
206295	02/05/2026	Columbia Oil Company Inc	54,469.55
206296	02/05/2026	COLUMBIA POWER & WATER SYSTEMS	30,339.17
206297	02/05/2026	COLUMBIA POWER & WATER SYSTEMS	74.20
206298	02/05/2026	COLUMBIA POWER & WATER SYSTEMS	1,916.29
206299	02/05/2026	COLUMBIA POWER & WATER SYSTEMS	735.07
206300	02/05/2026	COLUMBIA POWER & WATER SYSTEMS	155.56
206301	02/05/2026	COLUMBIA POWER & WATER SYSTEMS	5,285.26
206302	02/05/2026	COLUMBIA POWER & WATER SYSTEMS	4,772.18
206303	02/05/2026	COLUMBIA POWER & WATER SYSTEMS	158.64
206304	02/05/2026	Cook's Pest Control Inc	129.00
206305	02/05/2026	Copycats Print Services Llc	38.50
206306	02/05/2026	CPWS - Broadband	300.00
206307	02/05/2026	Culleoka Company LLC	657.00
206308	02/05/2026	CUMBERLAND VALLEY CONSTRUCTORS, INC	90,810.50
206309	02/05/2026	D & D Towing & Recovery	175.00
206310	02/05/2026	DAVID S LUNA	1,925.00
206311	02/05/2026	Dell Marketing L P	1,180.00
206312	02/05/2026	Duck River Electric	328.27
206313	02/05/2026	FREDA SCOTT	75.00
206314	02/05/2026	GRANICUS LLC	4,524.79
206315	02/05/2026	J & M Supply Solutions	109.74
206316	02/05/2026	J R Wauford & Co Cons Eng, Inc	4,400.00
206317	02/05/2026	KATE FREEMAN	50.00
206318	02/05/2026	KRISTEN MEYERS	300.00
206319	02/05/2026	Line to Line LLC	300.00
206320	02/05/2026	MARIA CATHARINA VAN DEVENTER	50.00
206321	02/05/2026	Marshall County Solid Waste and Recycling	3,918.85
206322	02/05/2026	Mary E Mills	75.00
206323	02/05/2026	Maury County 911	30,236.64
206324	02/05/2026	MEGAN FITZGERALD	125.00
206325	02/05/2026	Needle And Grain	835.00
206326	02/05/2026	PROCARE PBM	84,596.93
206327	02/05/2026	Goodall Homes	5,389.00
206328	02/05/2026	Lisa Webster	3,500.00
206329	02/05/2026	VOID-VOID-VOID	0.00
206330	02/05/2026	Patsy J South	75.00
206331	02/05/2026	RYAN, LLC PAYING FOR VERTICAL BRIDGE	69.46

206332	02/05/2026	TADD THOMPSON	776.00
206333	02/05/2026	Robert J Young Company LLC	381.65
206334	02/05/2026	Safe Industries	14,438.00
206335	02/05/2026	Samsara Inc	96.00
206336	02/05/2026	SHANNA BLACKMON	200.00
206337	02/05/2026	SONIA M SACHA	50.00
206338	02/05/2026	SOUTHERN PIPE & SUPPLY	154.10
206339	02/05/2026	Southwest Electric Company	4,996.00
206340	02/05/2026	State Of TN Attn: Lily White	270.75
206341	02/05/2026	TN DEPT ENV & CONSERVATION	675.02
206342	02/05/2026	STEP FITNESS & RECREATION, INC	5,356.57
206343	02/05/2026	Temple Inc	954.00
206344	02/05/2026	TN DEPT ENV & CONSERVATION	1,380.00
206345	02/05/2026	Tn Dept Of Revenue	380.94
206346	02/05/2026	UDP MT PLEASANT DISPOSAL LLC	14,042.89
206347	02/05/2026	United Waste Haulers Of TN LLC	391.87
206348	02/05/2026	VERIZON WIRELESS 06	1,367.99
206349	02/05/2026	Vulcan Materials Co	599.48
206350	02/05/2026	W W Grainger Inc	310.30
206351	02/05/2026	Waypoint Analytical, LLC	736.00
206352	02/05/2026	Wells Fargo Financial Leasing, Inc	366.91
206353	02/05/2026	WILCOLOCAL MEDIA	810.00
206354	02/05/2026	WITMER PUBLIC SAFETY GROUP, INC	125.30
206355	02/13/2026	8X8 INC	5,355.35
206356	02/13/2026	Aaron Jackson Lancaster Jr.	216.00
206357	02/13/2026	ACE HARDWARE	196.00
206358	02/13/2026	ADOBE INC.	1,423.60
206359	02/13/2026	AMER FAMILY LIFE ASSURANCE	40.30
206360	02/13/2026	Airgas USA, LLC	178.54
206361	02/13/2026	ALAN JAY FLEET SALES	31,886.00
206362	02/13/2026	Amisael Jonardo Jimenez	216.00
206363	02/13/2026	APRIL BRYS	216.00
206364	02/13/2026	AT&T (Fiber Optics)	726.44
206365	02/13/2026	Atlantic Pools & Spas	1,300.00
206366	02/13/2026	Atmos Energy	4,620.05
206367	02/13/2026	BEST CLEANERS OF COLUMBIA, LLC	707.12
206368	02/13/2026	Best One Tire	2,501.22
206369	02/13/2026	Blue Cardinal Chemical, LLC	3,246.65
206370	02/13/2026	BOBCAT OF MAURY COUNTY	3,395.00
206371	02/13/2026	Brookmeade Hardware & Supply	346.20
206372	02/13/2026	Cintas Corporation #241	2,514.32
206373	02/13/2026	Columbia Firefighter Assn	397.50
206374	02/13/2026	Columbia Oil Company Inc	2,710.29
206375	02/13/2026	Columbia Paint & Wallcover	260.88
206376	02/13/2026	COLUMBIA POWER & WATER SYSTEMS	33,956.26
206377	02/13/2026	COLUMBIA POWER & WATER SYSTEMS	1,361.17
206378	02/13/2026	COLUMBIA POWER & WATER SYSTEMS	2,694.38
206379	02/13/2026	COLUMBIA POWER & WATER SYSTEMS	48,211.78
206380	02/13/2026	COLUMBIA POWER & WATER SYSTEMS	1,268.69
206381	02/13/2026	COLUMBIA POWER & WATER SYSTEMS	1,831.64
206382	02/13/2026	COMBINED INSURANCE, A CHUBB COMPANY	1,358.58
206383	02/13/2026	Complete Forms Supply Co LLC	200.55

206384	02/13/2026	Complete Forms Supply Co LLC	4,485.46
206385	02/13/2026	CONCIERGE RIDE TN INC	2,067.70
206386	02/13/2026	Copycats Print Services Llc	177.06
206387	02/13/2026	CPWS - Broadband	1,014.97
206388	02/13/2026	CSL SERVICES, INC	6,250.00
206389	02/13/2026	CUMBERLAND ESCROW - BEAR CREEK	10,088.20
206390	02/13/2026	CUMBERLAND VALLEY CONSTRUCTORS, INC	191,675.80
206391	02/13/2026	David's Lock & Key Inc	273.32
206392	02/13/2026	Defense Technology LLC	2,100.00
206393	02/13/2026	Dixie Diesel Service	5,014.31
206394	02/13/2026	Dixie Diesel Service	621.73
206395	02/13/2026	Doris Flowers & Gifts	312.95
206396	02/13/2026	Duck River Electric	3,355.19
206397	02/13/2026	DWR AQUATICS, INC	173,500.00
206398	02/13/2026	Jeremy Lancaster	134.99
206399	02/13/2026	FIVE STAR BREAKTIME SOLUTIONS	555.11
206400	02/13/2026	Henderson, Hutcherson & McCullough	12,601.71
206401	02/13/2026	Heritage-Crystal Clean, LLC	514.00
206402	02/13/2026	IDEXX Distribution, Inc.	1,589.76
206403	02/13/2026	Impressions	63.00
206404	02/13/2026	INTEGRATION TECHNOLOGY, LLC	115,875.00
206405	02/13/2026	ITPIPES OPCO, LLC	15,555.00
206406	02/13/2026	J R Wauford & Co Cons Eng, Inc	22,500.00
206407	02/13/2026	Jim's Auto Accessories Inc	350.06
206408	02/13/2026	Jones & Lang Sporting Goods	7,500.00
206409	02/13/2026	JOURNAL COMMUNICATIONS INC	19,340.00
206410	02/13/2026	L Robert Grefseng	600.00
206411	02/13/2026	Lively Florist	83.83
206412	02/13/2026	MAIN STREET MEDIA OF TN	77.10
206413	02/13/2026	Maury Co United Way	737.00
206414	02/13/2026	Maury Regional Medical Center	43,115.00
206415	02/13/2026	McNeece Service Company	785.00
206416	02/13/2026	Morgan Brothers Electric Inc	149.13
206417	02/13/2026	Motorola Solutions Inc	1,380.00
206418	02/13/2026	Neel-Schaffer	810.00
206419	02/13/2026	NexAir LLC	54.92
206420	02/13/2026	Powers People LP	44,871.23
206421	02/13/2026	Walker Family Limited Partnership	37,385.30
206422	02/13/2026	PROCARE PBM	32,326.65
206423	02/13/2026	Clayton Properties Group	4,475.25
206425	02/13/2026	Robert J Young Company LLC	33.00
206426	02/13/2026	Ronald & Suzanne Ganser	7,380.00
206427	02/13/2026	SAFE HAVEN BABY BOXES INC	500.00
206428	02/13/2026	Sewah Studios Inc	2,970.00
206429	02/13/2026	SIKES SERVICES, LLC	12,150.00
206430	02/13/2026	SMITH SHOLAR ASSOCIATES PLLC	36,569.46
206431	02/13/2026	Southern Duplicating of Middle Tennessee	506.77
206432	02/13/2026	Southern Software Inc	7,331.00
206433	02/13/2026	SRM Concrete	760.00
206434	02/13/2026	Sun Life Financial	41,424.96
206435	02/13/2026	Tennessee Electrical Inc	356.00
206436	02/13/2026	Thad Jablonski	138.36

206437	02/13/2026	THE DAILY HERALD	35.00
206438	02/13/2026	Thomson Reuters - West	98.00
206439	02/13/2026	TN DEPT OF TRANSPORTATION	1,100.00
206440	02/13/2026	TN Fire Svs & Codes Enf Academy	457.00
206441	02/13/2026	TN Property Management	14,591.93
206442	02/13/2026	Tyler Technologies, Inc	2,100.00
206443	02/13/2026	UDP MT PLEASANT DISPOSAL LLC	29,111.71
206444	02/13/2026	United Waste Haulers Of TN LLC	265.98
206445	02/13/2026	VERIZON CONNECT	265.30
206446	02/13/2026	VISUAL MEDIA CO LLC	75.00
206447	02/13/2026	Volunteer Paving LLC	75.68
206448	02/13/2026	Vulcan Materials Co	581.76
206449	02/13/2026	W W Grainger Inc	163.02
206450	02/13/2026	Waypoint Business Solutions LLC	22,552.45
206451	02/13/2026	Wells Fargo Financial Leasing, Inc	276.31
206452	02/13/2026	WITMER PUBLIC SAFETY GROUP, INC	60.14
206453	02/13/2026	WM CORPORATE SERVICES, INC	20,682.71
206454	02/19/2026	ARDURRA GROUP INC	37,000.00
206455	02/19/2026	JUDY - ESCROW	118,708.50
206456	02/19/2026	JUDY CONSTRUCTION COMPANY	2,303,783.73
206457	02/19/2026	AT&T	175.00
206458	02/19/2026	Atmos Energy	5,383.33
206459	02/19/2026	BEST CLEANERS OF COLUMBIA, LLC	51.84
206460	02/19/2026	Break Time Services	144.00
206461	02/19/2026	BTA CONSULTING	75.00
206462	02/19/2026	CARRIE ANN BELL	200.00
206463	02/19/2026	Cedarchem Llc	425.10
206464	02/19/2026	Certified Languages International	46.40
206465	02/19/2026	CHOICE SCREENING	270.50
206466	02/19/2026	Cintas Corporation #241	1,248.40
206467	02/19/2026	Columbia Oil Company Inc	2,128.86
206468	02/19/2026	COLUMBIA POWER & WATER SYSTEMS	13,208.68
206469	02/19/2026	COLUMBIA POWER & WATER SYSTEMS	2,893.10
206470	02/19/2026	COLUMBIA POWER & WATER SYSTEMS	943.65
206471	02/19/2026	COLUMBIA POWER & WATER SYSTEMS	25.42
206472	02/19/2026	Corey Stanage	122.00
206473	02/19/2026	CUMBERLAND ESCROW - DUCK RIVER	4,779.50
206474	02/19/2026	D & D Towing & Recovery	350.00
206475	02/19/2026	Dixie Diesel Service	296.52
206476	02/19/2026	DLT Solutions LLC	2,819.20
206477	02/19/2026	G & C SUPPLY CO INC	2,045.00
206478	02/19/2026	Guthrie Sales & Service Inc	1,286.00
206479	02/19/2026	Impressions	414.60
206480	02/19/2026	Jeff Segroves	122.00
206481	02/19/2026	K & K SAFETY	361.16
206482	02/19/2026	KATE FREEMAN	100.00
206483	02/19/2026	KRISTEN MEYERS	725.00
206484	02/19/2026	L Robert Grefseng	300.00
206485	02/19/2026	LOCALITY MEDIA, INC	615.00
206486	02/19/2026	LPT LLC	16,650.00
206487	02/19/2026	Mail Call	7,772.42
206488	02/19/2026	MAIN STREET MEDIA OF TN	404.78

206489	02/19/2026	MARIA CATHARINA VAN DEVENTER	125.00
206490	02/19/2026	Maury Regional Hospital Marshall Medical Ctr	11,124.00
206491	02/19/2026	Maury Regional Medical Group	164.00
206492	02/19/2026	MEGAN FITZGERALD	200.00
206493	02/19/2026	MARYBETH COLEMAN	75.00
206494	02/19/2026	Novatech Inc	809.13
206495	02/19/2026	Patricia A Barrenechea	75.00
206496	02/19/2026	Shibay, Inc	100.00
206497	02/19/2026	Safe Industries	350.00
206498	02/19/2026	SHANNA BLACKMON	250.00
206499	02/19/2026	SONIA M SACHA	125.00
206500	02/19/2026	South Central Tennessee Development District	19,800.00
206501	02/19/2026	SRM Concrete	837.50
206502	02/19/2026	Summit Uniforms	450.00
206503	02/19/2026	Temple Inc	29,667.00
206504	02/19/2026	TN DEPT OF LABOR & WORKFORCE	410.00
206505	02/19/2026	TN GUARDRAIL	27,334.80
206506	02/19/2026	Tyler Technologies, Inc	175.00
206507	02/19/2026	UDP MT PLEASANT DISPOSAL LLC	26,248.50
206508	02/19/2026	United Waste Haulers Of TN LLC	356.84
206509	02/19/2026	Vulcan Materials Co	405.40
206510	02/19/2026	WARF SERVICES, LLC	175.00
206511	02/19/2026	Waypoint Analytical, LLC	80.00
206512	02/25/2026	Advance Paving	3,950.00
206513	02/25/2026	ROTO-ROOTER PLUMBERS	474.00
206514	02/25/2026	SDH NASHVILLE LLC	427,500.00
206515	02/26/2026	ACE HARDWARE	10.00
206516	02/26/2026	Atmos Energy	7,684.71
206517	02/26/2026	Best One Tire	324.26
206518	02/26/2026	C & C Bucket Truck and Tree Service	2,200.00
206519	02/26/2026	Chrysler Dodge Jeep Ram of Columbia	37,519.00
206520	02/26/2026	Cintas Corporation #241	666.89
206521	02/26/2026	Columbia Oil Company Inc	19,698.99
206522	02/26/2026	COLUMBIA POWER & WATER SYSTEMS	11,950.81
206523	02/26/2026	COLUMBIA POWER & WATER SYSTEMS	2,733.67
206524	02/26/2026	COLUMBIA POWER & WATER SYSTEMS	2,105.06
206525	02/26/2026	COLUMBIA POWER & WATER SYSTEMS	1,017.94
206526	02/26/2026	COLUMBIA POWER & WATER SYSTEMS	2,073.89
206527	02/26/2026	COMPASS MEDIA LLC	1,000.00
206528	02/26/2026	Copycats Print Services Llc	106.00
206529	02/26/2026	Culleoka Company LLC	790.00
206530	02/26/2026	David's Lock & Key Inc	6.80
206531	02/26/2026	DLT Solutions LLC	1,740.76
206532	02/26/2026	Duck River Electric	532.17
206533	02/26/2026	Firstnet Services Provided By AT&T Mobility	2,975.83
206534	02/26/2026	Fleming Sheet Metal Shop	1,200.00
206535	02/26/2026	Glass Doctor	350.21
206536	02/26/2026	Gresham Smith & Partners	28,424.62
206537	02/26/2026	Hawkins, Inc.	326.50
206538	02/26/2026	J & M Supply Solutions	2,676.47
206539	02/26/2026	JEFF ELLIS & ASSOCIATES, INC	45.00
206540	02/26/2026	Jim's Auto Accessories Inc	308.02

POOLED CASH CHECK LISTING

206541	02/26/2026	Jones & Lang Sporting Goods	20.00
206542	02/26/2026	KREBS KUBOTA	265.03
206543	02/26/2026	L Robert Grefseng	300.00
206544	02/26/2026	Lee Company	3,654.00
206545	02/26/2026	MAIN STREET MEDIA OF TN	697.14
206546	02/26/2026	Maury Co Animal Shelter	121,000.00
206547	02/26/2026	Maury Co Government	17,657.25
206548	02/26/2026	MAURY COUNTY CHAMBER &	220.00
206549	02/26/2026	MSD Environmental Services, Inc	13,500.00
206550	02/26/2026	NAFECO Inc	3,318.74
206551	02/26/2026	Needle And Grain	3,274.75
206552	02/26/2026	Preventia Security	6,761.69
206553	02/26/2026	PROCARE PBM	42,762.48
206554	02/26/2026	Public Entity Partners	578,175.00
206555	02/26/2026	Automotive Rentals Inc	64.26
206556	02/26/2026	DREES PREMIER HOMES, INC.	28.32
206557	02/26/2026	Robert J Young Company LLC	163.18
206558	02/26/2026	ROTO-ROOTER PLUMBERS	1,130.02
206559	02/26/2026	SAVE THE DAY PORTABLES	220.00
206560	02/26/2026	SCHAEFER PLASTICS NORTH AMERICA, LLC	42,490.00
206561	02/26/2026	SiteOne Landscape Supply LLC	337.89
206562	02/26/2026	SOUTHERN PIPE & SUPPLY	699.25
206563	02/26/2026	SRM Concrete	682.50
206564	02/26/2026	Temple Inc	1,308.00
206565	02/26/2026	THE CEDARSTREAM COMPANY INC	350.00
206566	02/26/2026	UDP MT PLEASANT DISPOSAL LLC	24,883.51
206567	02/26/2026	United Farm & Home Cooperative	150.00
206568	02/26/2026	CFS	104.99
206569	02/26/2026	United Waste Haulers Of TN LLC	343.71
206570	02/26/2026	Unum Life Insurance Co Of Amer	3,461.40
206571	02/26/2026	VERIZON WIRELESS 00028	164.90
206572	02/26/2026	Verizon Wireless 03	41.97
206573	02/26/2026	Verizon Wireless 05	1,942.34
206574	02/26/2026	Verizon Wireless 07	1,160.80
206575	02/26/2026	Verizon Wireless 09	88.94
206576	02/26/2026	Verizon Wireless 10	767.15
206577	02/26/2026	VISUAL MEDIA CO LLC	1,800.00
206578	02/26/2026	Vulcan Materials Co	1,027.53
206579	02/26/2026	W W Grainger Inc	393.88
206580	02/26/2026	Water Management Services LLC	620.00
206581	02/26/2026	Waynes Pest Control	325.00
206582	02/26/2026	WILCOLOCAL MEDIA	810.00
206583	02/26/2026	WM CORPORATE SERVICES, INC	17,082.03

GENERAL

Total Purchase Cards:	$	118,856.90
Total Payroll Transfers:	$	1,672,775.64
Total Misc. Transfers:	$	553,958.27
Total Checks:	$	1,451,300.39
Total:	$	3,796,891.20

STATE STREET AID

Total Purchase Cards:	$	314.52
Total Misc. Transfers:	$	-
Total Checks:	$	44,030.78
Total:	$	44,345.30

SANITATION

Total Purchase Cards:	$	7,109.89
Total Payroll Transfers:	$	100,613.67
Total Misc. Transfers:	$	33,165.88
Total Checks:	$	379,268.60
Total:	$	520,158.04

WASTEWATER

Total Purchase Cards:	$	9,895.24
Total Payroll Transfers:	$	211,338.16
Total Misc. Transfers:	$	61,020.00
Total Checks:	$	3,131,224.98
Total:	$	3,413,478.38

DRUG

Total Purchase Cards:	$	820.11
Total Checks:	$	98.00
Total:	$	918.11

INSURANCE

Total Misc. Transfers:	$	26,862.73
Total Checks:	$	212,235.02
Total:	$	239,097.75

CAPITAL PROJECTS

Total Purchase Cards:	$	1,942.06
Total Misc. Transfers:	$	19,800.00
Total Checks:	$	315,865.45
Total:	$	337,607.51

GRANT

Total Purchase Cards:	$	-
Total Misc. Transfers:	$	-
Total Checks:	$	290,305.61
Total:	$	290,305.61

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Tara Smith, Benefits Administrator, tsmith@columbiatn.gov, (931) 560-1572

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE CITY OF COLUMBIA TO REMOVE THE RIDER FOR BCBS VISION AND ADD A SEPARATE VISION PLAN WITH BCBS OF TENNESSEE, JULY 1, 2026.

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia to remove the rider on our BCBS medical for vision and add a standalone VisionBlue plan with BlueCross BlueShield of Tennessee, effective July 1, 2026. The projected savings to the City on the claims side is $6.73 per employee per month due to the network discounts. There is a $1.15 per employee per month admin fee that is expected to more than offset by the claim savings from the network discounts. The benefit to the members is a larger network of vision providers using the EyeMed network as well as discounts on vision related products.

CERTIFICATION:

ATTACHMENTS: Staff Report, VisionBlue Flyer and Savings Illustration

of Tennessee

Premium Progressive Lens Transaction Illustration

BlueCross Vision Rider (Current)

Benefit: Covered 100% up to $85

Assumptions: $450 retail price; Varilux Comfort 2 Premium Progressive Lenses

$450	Retail Cost of Premium Progressive Lenses
($85)	Less $85 Covered Cost
$365	Total Member Out of Pocket Costs.

BlueCross Vision Insight

Benefit: Fixed Tier Pricing, Tier 2, $95 additional copay

Assumptions: $0 Materials Copay
$450 retail price; Varilux Comfort 2 Premium Progressive Lenses

$0	Materials Copay
$95	Tier 2 Copay
$95	Total Member Out of Pocket Costs.

$270 Out of Pocket Savings with Insight

VisionBlue℠
BlueCross BlueShield of Tennessee

VisionBlue: Broad Network, More Benefits



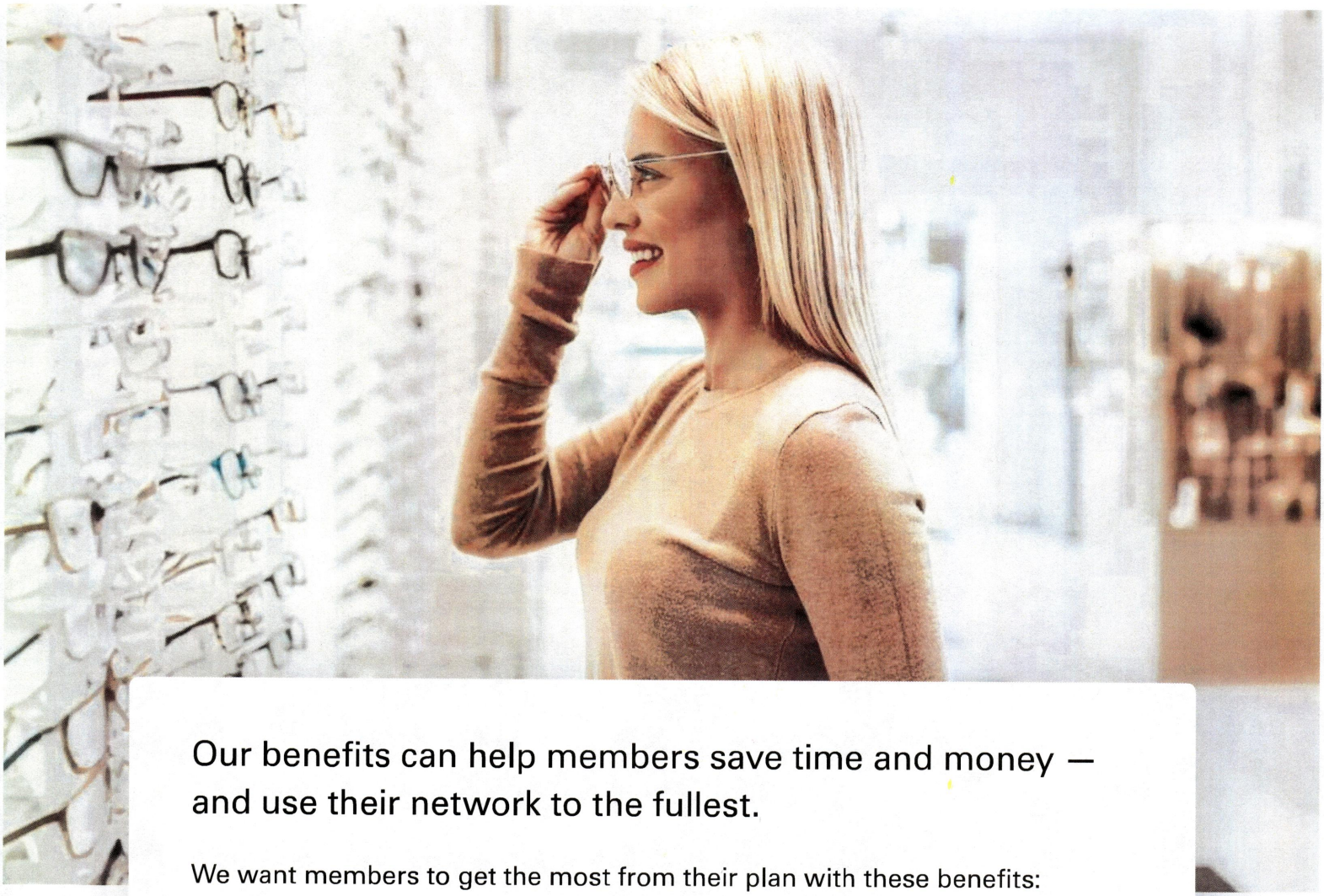
Choice, value and convenience define our *Insight* network.

Members in our VisionBlue plan have access to one of the largest vision networks in the country. With new additions to bring even more value to our members, it just keeps getting better.

Members in our *Insight* network can take advantage of:

- More than **110,000 locations and 26,000 providers** across the U.S.
  - 19,500+ independent providers 6,500+ retail providers
- A robust choice of **six online retail providers**
  - Oakley.com
  - Rayban.com
  - Lenscrafters.com
  - TargetOptical.com
  - Contactsdirect.com
  - Glasses.com
- Optical supplies and materials at all **Walmart Vision Center and Sam's Club** locations
  - Network providers at these locations may offer additional services

Contact your BlueCross Sales or Account Executive to learn more.



Our benefits can help members save time and money — and use their network to the fullest.

We want members to get the most from their plan with these benefits:

- **Online and mobile search tool** that lets members find doctors by location, store hours and more
  - Some locations also allow online appointment scheduling
- **Material allowances** to purchase frames, contacts and more
  - Frame allowance and contact allowance can be used in the same benefits period
- **Exclusive discounts and offers** from network providers and retailers
  - Includes 40% off additional pairs of glasses, discounts on hearing aids and more
- **Extra benefits** for members with diabetes, including an extra eye exam at no cost

Learn about these benefits and more by contacting your BlueCross Sales or Account Executive.

BlueCross BlueShield of Tennessee, Inc., an Independent Licensee of the BlueCross BlueShield Association.

24SPP2676500 (6/24)

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Jill Carlson, Sr. Administrative Assistant, jcarlson@columbiatn.gov 931-560-1451

AGENDA ITEM TITLE:
APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND THE SMYRNA ADULT SOFTBALL LEAGUE - WARD 4

RECOMMENDATION: Approve.

INFORMATION: The Smyrna Adult Softball League, formerly known as The Maury County Co-Ed Softball League, requests an annual Non-Exclusive Use Permit with the City of Columbia to utilize the fields at Ridley Sports Complex "A" for their 2026 season.

CITY OF COLUMBIA
TENNESSEE

Parks and Recreation Department

NON-EXCLUSIVE
USE AND OCCUPANCY PERMIT
2026

This permit is executed by and between the City of Columbia, hereinafter called "City", and Smyrna Adult Softball League Inc., whose address is 201 Carrol Drive, Columbia, TN 38401, hereinafter called "Permittee".

WHEREAS, the City desires to provide facilities to its citizens, and non-commercial local societies, clubs and organizations engaged in civic, social, educational, cultural, recreational or philanthropic work or activities.

WHEREAS, the Permittee is such an organization and, in the promotion and sponsorship of such activities, generates revenues from voluntary contributions, special events, membership dues, fees and charges, and fund-raising projects.

NOW, THEREFORE, it is mutually agreed by and between the City and Permittee as follows:

1. PREMISES

City does hereby grant to Permittee a Non-Exclusive Use Permit for the use and occupancy of those certain premises described as, Ridley Sports Complex "A" hereinafter called "Premises."

2. TERM

The term of this permit shall begin on April 14, 2026, and shall terminate on April 13, 2027, unless sooner terminated as specified herein.

3. PURPOSE

The premises specified in this permit shall be used only for the purposes of developing, operating and maintaining a sports field complex in accordance with Permittee's league franchise(s) and for no other purpose other than provided herein.

4. PUBLIC USE

The general public shall not be excluded from these premises or any portion thereof. Permittee shall open premises to the public in accordance with the schedule approved by the Parks and Recreation Department Director or designated representative. Whenever the facility is not in use and it is reasonably practical, Permittee shall allow other organizations to utilize the premises for activities; provided said organizations have prior authorization by the Parks and Recreation Department Director or designated representative.

5. FEES

The Permittee shall pay the Columbia Parks & Recreation Department the following user fee with payments due on or before the 1st Friday of each month preceding use.

A. Spring Season, May – July, $50.00 per game day beginning April 14, 2026, and continuing through June 10, 2026. Permittee reserves the right to request extension of user fee rights through June 18, 2026, should such extension be necessary to complete the regular season schedule.

Games will be scheduled on Monday evenings. The necessary fields will be drug and lined each day that games are scheduled according to the Leagues Master Schedule provided to the Columbia Parks & Recreation Department. The Columbia Parks & Recreation Department will be notified of any schedule changes within 24 hours.

B. Fall Season, August – October, $100.00 per game day beginning August 17, 2026, and continuing through October 28, 2026. Games will be scheduled on Sunday evenings.

Permittee shall have the right to charge participants a reasonable fee designed to cover maintenance and program operation. Said fees will be subject to prior written approval of the Parks and Recreation Department Director or designated representative. Excessive fees or charges, which will have the effect of precluding low and moderate-income persons from using the site, shall not be permitted. All funds collected by the Permittee from the operation of the premises shall be used for the development, maintenance and program operation on the premises.

6. BY-LAWS

Membership in Permittee's organization shall be open to anyone meeting the requirements of its rules and by-laws. Permittee will not discriminate against a member because of age, race, color, religion, physical handicap, ancestry, sex or national origin. All restrictions, rules, and by-laws, if any, and changes thereto proposed by Permittee's organization shall require prior written approval from the Parks and Recreation Department Director or designated representative. A current copy of by-laws shall be on file in the Parks and Recreation Department office.

7. MAINTENANCE

Permittee shall assist in Premises maintenance by following means:

A. Permittee shall assist with routine janitorial services to include litter pick-up, monitoring of restrooms, press boxes, dug outs and any trash removal.

B. Permittee shall provide all maintenance of improvements and structures installed by Permittee. The premises shall remain in a safe, clean, and sanitary condition acceptable to the Parks and Recreation Department Director, or designated representative.

C. City shall provide routine maintenance to restrooms to ensure overall cleanliness, sanitation and operation including maintaining adequate supplies for use. Permittee shall monitor supplies in the City's absence to help prevent misuse.

D. City shall provide all routine and major maintenance for all grounds and facilities, other than improvements and structures installed by Permittee, to include but not limited to fertilizing, watering, mowing, weeding, dragging and lining of fields, the repair of water and sewer lines, roadways and parking lots, and drainage systems.

E. City shall provide field marking supplies (chalk, paint, string), equipment (chalk machine, paint machine, field groomer), and personnel as necessary to prep all scheduled fields before games as agreed under Fee, Item #5: bullets A and B above.

8. IMPROVEMENTS/DEVELOPMENT

Permittee shall not make any improvements, changes or alterations or cause same to be made to the premises, without written authorization and approval from the Parks and Recreation Department Director or designated representative. All improvements shall be at no cost to City.

9. REMOVAL OF IMPROVEMENTS

City agrees that all fixtures and improvements installed by Permittee in accordance with the provisions herein provided, and not being a replacement or repair of or for any improvement or improvements now existing and belonging to City, shall be and remain the property of Permittee. Permittee shall have the right to remove at Permittee's own expense said fixtures and improvements prior to the automatic termination of this agreement or within fifteen (15) days after such earlier termination; provided that any damage to City's property or improvements shall be repaired and the premises left in as good order and condition as when Permittee took possession of the premises. In the event Permittee does not so remove said fixtures and improvements within the above specified time, the City may remove, or sell, or destroy the same at the expense of Permittee, and Permittee shall pay to City the reasonable cost of any such removal, sale or destruction together with the reasonable cost of repair of damages to City's property or improvements resulting from such removal, sale or destruction. At the option of the City, any property, real or personal, not so removed by Permittee may be deemed abandoned.

10. OPERATION

All recreational programs, events, and activities sponsored by Permittee at said premises shall be at the sole cost and expense of Permittee and shall be approved by the Parks and Recreation Department Director, or designated representative, at least two weeks prior to the activity.

11. INDEMNITY

Permittee agrees to indemnify and save the City of Columbia and its agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to Permittee or any of Permittee's employees, representatives, agents, guests, licensees, patrons or of any other person whomsoever, and all expenses of investigating and defending against same:

A. Arising from or alleged to have arisen from or connected with the use of or operations on the permit premises; or

B. Caused or claimed to be caused by the independent acts of Permittee, Permittee's agents or employees, or the concurrent acts of the Permittee, the City or their agents or employees.

12. ADVERTISING

Permittee shall not place or cause to be placed upon the premises any billboards, banners, posters, or any other media advertising products or services, without the approval of Columbia Parks & Recreation Department. Signs of any nature installed on said premises must be first authorized and approved by City. This provision does not include uniforms as provided by team sponsors.

13. POSSESSOR INTEREST AND TAXES

This permit may create a taxable possessor interest in Permittee; therefore, as further consideration for the execution of this permit, Permittee agrees to pay and discharge before delinquency, all taxes and assessments, which may be levied against said premises by reason of any interest of Permittee during, said term.

14. NON-EXCLUSIVE OCCUPANCY

It is specifically understood and agreed that Permittee's use hereunder shall be non-exclusive and shall not result in any proprietary rights. City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition thereof, or to protect its interest in the premises or to inspect the operations.

15. COMPLIANCE WITH THE LAW

Permittee shall, at its sole cost and expense, comply with all the requirements of all Municipal, State and Federal authorities now in effect or which may be in effect which pertain to the permit premises or any operations of the Permittee conducted thereon.

16. INSURANCE

On or before the execution date of this Permit by the City, Permittee shall submit to City an insurance policy or Certificate of Insurance evidencing that Permittee has obtained from a generally recognized insurer, insurance in the following form and minimum amounts specified.

Comprehensive General Liability insurance of:

A.	$1,000,000	Bodily Injury - per person
B.	$2,000,000	Bodily Injury - Each Occurrence
C.	$ 250,000	Property Damage

The Policy shall name the City of Columbia as additional insured. The Policy of Insurance shall contain the following clauses:

"It is agreed that the Policy shall not be cancelled nor the coverage reduced until thirty (30) days after the Parks and Recreation Department Director of the City of Columbia, shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to said Director, as evidenced by properly validated return receipt."

"The insured waives any right of subrogation against City of Columbia which might arise by reason of any payment under this Policy."

The City reserves the right to evaluate the amount and type of insurance required during the term of this permit. Permittee shall provide the amount and type of insurance as required by the Parks and Recreation Department Director within thirty (30) days after Permittee shall have received written notice of such requirement.

17. EQUAL OPPORTUNITY

Permittee will not discriminate against any employee or applicant for employment because of age, race, color, religion, physical handicap, ancestry, sex or national origin. This provision shall include, but is not limited to, the following: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

18. NON-DISCRIMINATION

Permittee, in the operations to be conducted pursuant to the provisions of this permit and otherwise in the use of the facility, will not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed or national origin, sex, age, handicap, or marital status in any manner.

19. DRUG AND ALCOHOL POLICY

In accordance with City of Columbia Substance Abuse Policy (Change 1) dated November 1, 1993, neither Permittee nor its employees, consultants agents or contractors while in any way using the permitted property, shall be in any way impaired because of being under the influence of alcohol or a drug, shall possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug, or shall sell, offer or provide alcohol or a drug to another person.

20. UTILITIES AND SERVICES

The City shall provide all utilities and services on the Ridley Park Sports Complex.

21. AMENDMENT TO PERMIT

This Permit fully expresses all understanding of the parties to this Permit and no verbal understanding of the parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Permit and duly approved and executed by Permittee and Parks and Recreation Department Director.

22. PARTIAL INVALIDITY

If any provision of this Permit or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Permit, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Permit shall be valid and be enforced to the fullest extent permitted by law.

23. GOVERNING LAW

This Permit shall in every respect be binding upon the parties hereto and their respective successors and assigns. The laws of the State of Tennessee shall govern this Permit.

24. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Permit shall be deemed to be inserted herein and the Permit shall be read and enforced as though it were included herein, and if for any reason any such provision is not inserted, or is not correctly stated, then upon application of either party the Permit shall forthwith be physically amended to make such insertion or correction.

25. NOTICE

Any notices required or permitted to be given pursuant to this Permit may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following address:

PERMITTEE
Smyrna Adult League Softball, Inc
c/o Daniel Doubler, President
201 Carroll Drive
Columbia, TN 38401
Phone: (931) 216-2594

CITY
Columbia Parks & Recreation Department
c/o Mackel Reagan, Director
1446 Oak Springs Drive
Columbia, TN 38401
Phone: (931) 388-8119

26. SPECIAL PROVISIONS

In the event there is any conflict between the following special provisions and any other provisions of this permit, the special provisions shall govern. The special provisions are as follows:

- The Permittee shall provide proof of indemnification insurance to the Parks and Recreation Department to be submitted with the agenda packet for council approval.
- Permittee must also provide a copy of the league rules and by-laws when returning this document to Columbia Parks & Recreation Department. A copy of the weekly game schedule must be provided when it is completed.
- The Permittee shall not commence practice sessions or games at premises until contract terms are approved by Council and signed by all parties as required.
- Permittee shall not sublet, transfer, or assign the fields to any other organizations or groups outside of Permittee for any reason. This includes non-food items to be sold as concessions: hats, helmets, t-shirts, customizations, and etc.
- All organizations and groups outside of Permittee must have written permission from the Parks & Recreation Director or Designee prior to use of fields.
- The City's Logo may not be used on any concession products without the City's approval.
- The Parks & Recreation Director or his Designee will coordinate efforts with the Permittee to confirm field availability prior to approving other organizations' usage of the facilities during the term of this agreement.
- Permittee shall have the right to charge a fee for groups or individuals to provide clinics, teachings, or instructional classes for league participants. All funds collected by Permittee shall be used for premises development, maintenance, and program operation.
- The Permittee reserves the right to govern its membership according to the published by laws provided and on-file with Columbia Parks & Recreation Department
- The parties agree to attempt to execute any renewal of this agreement with such revisions as necessary within 30 days of the expiration date on this agreement.

27. TERMINATION

A. FOR CAUSE: The Parks and Recreation Department Director, by giving written notification specifying an effective date, not less than five (5) days after the date of written notification, may terminate this Permit on behalf of the City, in whole or part, for cause which shall include:

1.) Failure for any reason of Permittee to fulfill its obligations under this Permit in a timely manner acceptable to the Parks and Recreation Department Director, including non-compliance with other City directives, Federal, State and local statutes, rules, laws, regulations or directives non-applicable or as may become applicable.

2.) Any ineffective or improper use of the site by Permittee, its employees, agents, subcontractors, guests, or any person or group under Permittee's responsibility.

3.) Any conduct on the site by Permittee, its employees, agents or subcontractors unacceptable to the Parks and Recreation Department Director.

B. FOR CONVENIENCE: Either City or Permittee may seek termination of this Permit upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the City and the Permittee have caused this Permit to be executed, effective the date first above written, by their duly authorized agents.

PERMITTEE

By _____
Daniel Doubler, President
Maury County Co-Ed Softball League
Date 3-19-26

CITY OF COLUMBIA

By _____
Mackel Reagan, Director
Parks & Recreation
Date 3/19/26

By _____
Charles (Chaz) M. Molder,
Mayor
Date _____

Legal Form Approved:

By _____
Jake Hubbell,
City Attorney
Date: 3/25/26

By _____
Thad H. Jablonski, City Recorder
Date _____

Title VI Policy
City of Columbia, Tennessee

It is the policy of the City of Columbia to ensure that no citizen shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/26/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Chappell Insurance
4335 Cox Rd, Ste 4335
Glen Allen, VA, 23060

CONTACT NAME: Daryl Chappell
PHONE (A/C, No. Ext): 804-733-2020 FAX (A/C, No): 804-591-1603
E-MAIL ADDRESS: support@chappellinsurance.com

INSURED

Smyrna Adult Softball League, Inc.
201 Carol Drive
Columbia, TN 38401

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: SiriusPoint America Insurance Company	38776
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: NS-AI-520 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PROJECT [ ] LOC X OTHER:	X		PLH03GL00000691	01/01/2026 12:01 AM	01/01/2027 12:01 AM	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS-COMP/OP AGG	$ 2,000,000
							Participant Legal Liability	$ 1,000,000
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION						EACH OCCURRENCE	$
							AGGREGATE	$
								$
							EXCESS MEDICAL	$
							DEDUCTIBLE	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is an additional insured but only with respect to the operations of the named insured. Smyrna Adult Softball League, Inc. and its director (s) is a named insured on this policy.This policy covers Smyrna Adult Softball League, Inc. activities only.

Coverage Effective From 04:23 PM on 02/26/2026 TO 01/01/2027

CERTIFICATE HOLDER

City of Columbia
700 Garden Street
Columbia, TN 38401

Certificate Number: NS-AI-520

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Daryl Chappell

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Notice to Texas Insureds: The insurer for the purchasing group may not be covered by an insurance insolvency guarantee fund or similar mechanism and the insurer of the group is not subject to all the insurance laws and regulations of this state.

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Kristie Basile, Administrative Assistant, kbasile@columbiatn.gov 931.560.1010

AGENDA ITEM TITLE: APPROVE BID AWARD TO B.A.M.2, INC. FOR CONSTRUCTION OF THE ROYAL OAKS SEWAGE PUMP STATION REPLACEMENT IN THE AMOUNT OF $948,803

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia's Wastewater Department requests approval of the bid award to B.A.M.2, Inc. for construction of the Royal Oaks Sewage Pump Station Replacement in the amount of $948,803. This would replace an outdated pump station and provide continued quality service to the citizens of the City of Columbia.

CERTIFICATION: The Chief Financial Officer certifies that $948,803 will be budgeted in the forthcoming appropriation amendment #4 in Wastewater-Pumping Stations – Projects.

ATTACHMENTS: Staff Report, Award Letter, Bid Tabulation.

SUITE 401
2 INTERNATIONAL PLAZA
NASHVILLE, TENNESSEE 37217

TELEPHONE: 615/366-6088
FAX: 615/366-6203

Water Management Services, LLC

ENGINEERING • PLANNING • OPERATIONS • RATE STUDIES

February 12, 2025

Mr. Donnie Boshers, Wastewater Director
Columbia Wastewater Treatment System
1244 Treatment Plant Road
Columbia, Tennessee 38401

RE: City of Columbia, Wastewater System
Royal Oaks Pump Station Replacement
(WMS No. 24135)

Dear Mr. Boshers,

We have completed our tabulation of the bids received at 2:00 p.m. on February 5, 2026 for the above referenced project. Our review of the bids found that one bidders proposal did not conform to the requirements of the bidding documents and as such that bid has been rejected and is not included in the bid tabulation. A copy of the bid tabulation is attached for your review, and a ranking of these bids is as follows:

	CONTRACTOR RANKING	TOTAL BID
1	B.A.M.2 Inc.	$948,803.00
2	W & O Construction Co., Inc.	$959,500.00
3	Contracting Services, Inc.	$1,074,269.00
4	B.H. Craig Construction Company Inc.	$1,107,500.00
5	Jarrett Builders Inc.	$1,221,460.00
6	J. Cumby Construction, Inc.	$1,280,900.00

Based on the bids listed above, B.A.M.2 Inc., was found to be the lowest responsive bidder in the amount of $948,803.00 for the project. Based on our review of the provided references of this firm, we find that B.A.M.2 Inc. does have a has a satisfactory “track record” of completed work on projects with a similar scope.

Accordingly, under the provisions of the Bid Documents, B.A.M.2 Inc. qualifies as the lowest responsive responsible bidder in the amount of $948,803.00 for the project. Therefore, we recommend award of the project to B.A.M.2 Inc. Subject to the approval of this recommendation of award, a contract can be entered into between the City of Columbia and B.A.M.2 Inc. provided they can obtain the required bonds and insurance.

If you should have any questions regarding the above, please contact us.

Respectfully Submitted,

Steven M. Jones, P.E.

Enclosures

COLUMBIA WASTEWATER SYSTEM
ROYAL OAKS PUMP STATION UPGRADE
BID DATE: Thursday, February 5th 2026 @ 2:00pm
WMS PROJECT NO. 24135

ITEM	DESCRIPTION	QUANTITY	B.A.M.2 Inc. 107 West Union St. Gleason, TN 38229 TN License No 62448		W & O Construction Co., Inc. 150 Construction Dr. Livingston, TN 38570 TN License No. 8039		Contracting Services Inc. 2267 Baptist Church Rd. Culleoka, TN 38451 TN License No. 45857		B.H. Craig Construction Company Inc 835 Wall Street Florence, AL 35630 TN License No. 5047U		Jarrett Builders Inc. 1106 Lebanon Pike Nashville, TN 37210 TN License No. 40392		J. Cumby Construction, Inc. 165 West Broad Street Cookeville, TN 38501 TN License No. 60508	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A.	LUMP SUM BID													
1	Total Lump Sum for the furnishing of all labor and materials for the construction work associated with the replacement of the Royal Oaks pump station, complete in place and ready for use as described in the Contract Documents for the Lump Sum of	1 LS	$840,313.00	$840,313.00	$889,000.00	$889,000.00	$985,329.00	$985,329.00	$998,000.00	$998,000.00	$1,111,150.00	$1,111,150.00	$1,151,000.00	$1,151,000.00
B.	UNIT PRICE CONSTRUCTION ITEMS													
2	100 square yards of 6 inches Class A compacted aggregate stone base, complete in	100 SY	$58.85	$5,885.00	$60.00	$6,000.00	$76.00	$7,600.00	$70.00	$7,000.00	$58.00	$5,800.00	$80.00	$8,000.00
3	300 linear feet of asphalt drive replacement with 6-inches of binder and 2-inch top coat,	300 LF	$224.00	$67,200.00	$165.00	$49,500.00	$238.00	$71,400.00	$215.00	$64,500.00	$219.00	$65,700.00	$358.00	$107,400.00
C.	SUPPLEMENTAL UNIT PRICE FOUNDATION ITEMS ORDERED BY THE													
4	20 cubic yards of supplemental unclassified excavation, complete in place.	20 CY	$345.00	$6,900.00	$50.00	$1,000.00	$30.00	$600.00	$50.00	$1,000.00	$225.00	$4,500.00	$100.00	$2,000.00
5	20 cubic yards of granular refill material, complete in place.	20 CY	$285.00	$5,700.00	$75.00	$1,500.00	$67.00	$1,340.00	$100.00	$2,000.00	$132.00	$2,640.00	$100.00	$2,000.00
6	10 cubic yards of Class A concrete material, complete in place.	10 CY	$1,300.50	$13,005.00	$1,000.00	$10,000.00	$400.00	$4,000.00	$1,500.00	$15,000.00	$1,267.00	$12,670.00	$750.00	$7,500.00
7	10 cubic yards of Class C concrete refill material, complete in place.	10 CY	$980.00	$9,800.00	$250.00	$2,500.00	$400.00	$4,000.00 *	$2,000.00	$20,000.00	$1,900.00	$19,000.00	$300.00	$3,000.00
	Total of All Unit Price and Lump Sum Construction Items 1 - 10			$948,803.00		$959,500.00		$1,074,269.00		$1,107,500.00		$1,221,460.00		$1,280,900.00

TABULATION OF MAJOR EQUIPMENT ITEMS

Section No.	Item No.	Description	Manufacturer Or Supplier											
M	1	Suction Lift Pump Station	(a) Gorman Rupp	$840,313.00	No Bid		No Bid		$998,000.00		$1,111,150.00		$535,000.00	
			(b)											

** error corrected*

I hereby certify that this is a true and correct bid tab with all arithmetic errors corrected.

Water Management Services, LLC

2/12/2025
Date

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Tara Smith, Benefits Administrator, tsmith@columbiatn.gov, (931) 560-1572

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE CITY OF COLUMBIA TO ADD TELADOC HEALTH SERVICES FOR ACTIVE BCBS OF TENNESSEE MEMBERS.

RECOMMENDATION: Approve.

INFORMATION: The City proposes adding Teladoc health services for members of the health insurance plan. Teladoc services will include general 24/7 care, mental health care, dermatology, nutrition and tobacco cessation. Additionally, there are programs for members specific to Hypertension Management, Diabetes Management Program and Weight Management. There will be no fee to the participant for these services. The cost to the City's heath plan to add Teladoc services is $0.74 per person per month in addition to a per service fee.

General 24/7 care Teladoc services cost less than using the City's offsite health clinic. For example, a traditional clinic office visit costs a minimum of $100 per visit versus $55 per visit for Teladoc. With an average of 50 visits per month to the clinic. The approximate annual savings to the City will be $13,500 if half the members opt for using the Teladoc service versus a traditional clinic visit.

CERTIFICATION: The Chief Financial Officer certifies that funds are available and unencumbered in Health Insurance – Clinic.

ATTACHMENTS: Staff Report, Teladoc Flyers

Teladoc® HEALTH

Healthcare from the break room, living room or anywhere else

Access your healthcare by phone, video or app.



24/7 Care

Need care for non-urgent and common conditions? Get a same-day appointment with a certified provider from wherever you are.

Mental Health

Have real conversations and see progress with a therapist of your choice. Available 7 days a week from the privacy of your own home.

Dermatology

Start an online skin review with a dermatologist by uploading images and details of your concern. Get a treatment plan and prescription if needed in 24 hours or less.

Nutrition

Work with a registered dietitian to get personalized help with meal planning, healthy eating tips or even managing a condition like diabetes or high blood pressure.

Tobacco Cessation

Start a program to help quit tobacco for good. Get the help you need with medications (if necessary) and ongoing virtual support from registered nurses.

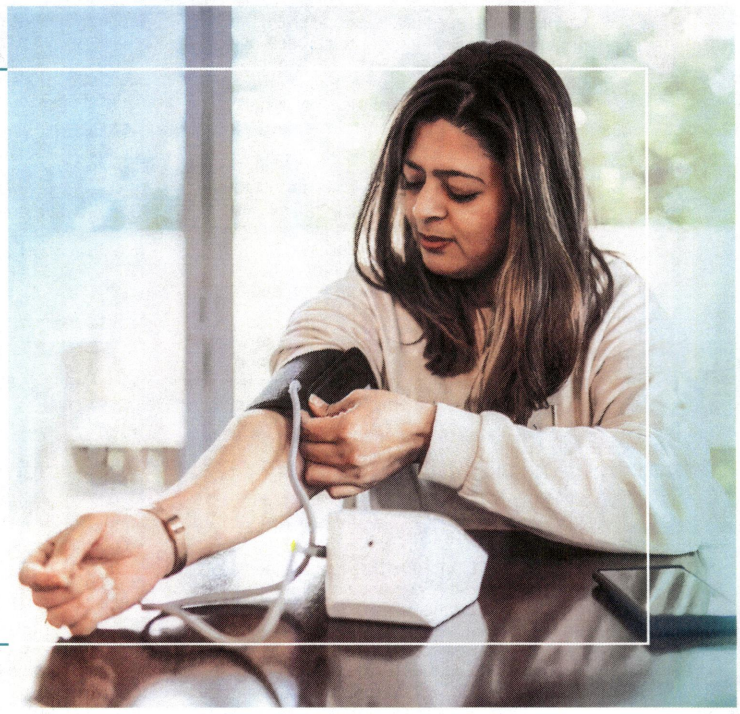
Schedule a visit today and get peace of mind

Visit TeladocHealth.com | Call 1-800-835-2362 | Download the app

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of Tennessee

A Smarter Way to Lower Blood Pressure



According to the CDC, almost half of all American adults have high blood pressure (hypertension). But only one in four who have hypertension have it under control.

Our no-cost **Blood Pressure Management program**, offered through Teladoc Health®, can help you make a habit of checking your blood pressure, understand what causes your blood pressure to change and what you can do about it.

The program gives you:

- On-demand health coach support
- An app with food and activity trackers
- A connected blood pressure monitor
- Tips on nutrition, activity and more

Getting Started

Log in at **bcbst.com/bloodpressure**. Once they confirm you're eligible, Teladoc Health will send you your welcome kit. If you have questions or need help enrolling, call Teladoc Health at **1-800-835-2362**.

of Tennessee

Extra Help for Better Health



Living with diabetes can give you a lot to juggle. We're here to help. We can give you personalized tips, smart tracking technology and coaching, so you can manage your diabetes and live healthier.

We partner with a company called Teladoc Health® to offer diabetes management help to eligible members. It's available to you on your medical plan at no extra cost.

When you sign up, you'll get:

- **A smart blood glucose meter:** It uploads your results to your personal account, so you don't have to keep a log.
- **Unlimited test strips and lancets:** Order refills straight from your meter and get them sent to your door at no cost to you.
- **Personalized tips and real-time support:** Your meter gives you tips after each reading to help you stay on track. Plus you can talk with certified diabetes educators for help with anything from nutrition to lifestyle changes.

To get started, log in at **bcbst.com/diabetes**. Or if you have questions or need help enrolling, call Teladoc at **1-800-835-2362**.

of Tennessee

Teladoc Health® Weight Management



A Helping Hand for Better Health

Losing weight can help improve your health and even reduce how much you spend on health care. But losing weight can be hard. That's why your plan includes Teladoc Health's Weight Management program.

How It Works

The Weight Management program focuses on lasting change through lifestyle behavior. After you set your goals and create an action plan in the free app, you can request a session with a health coach who will support you with personalized one-on-one support and encouragement. They'll be in your corner and available through live video chats and instant messaging.

The program also includes:

- A connected scale for seamless weigh-ins
- Food and activity trackers
- Health challenges to motivate you
- Live and recorded learning events

Thanks to the Weight Management program:

- 63% of participants lost weight after 6 months.
- The average weight loss after 12 months was 5% of body weight.
- That amount of weight loss can reduce the risk of type 2 diabetes by 58%.

Next Steps

Sign up for the Weight Management program at **bcbst.com/weight**.

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Kristie Basile, Senior Administrative Assistant, kbasile@columbiatn.gov, 931-560-1010

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE CONTRACT BETWEEN THE CITY OF COLUMBIA AND J. R. WAUFORD & COMPANY, CONSULTING ENGINEERS, INC. FOR THE ENGINEERING OF THE PUMPKIN CREEK SEWERSHED IMPROVEMENTS IN THE AMOUNT OF $550,000.00

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia's Wastewater Department requests the Mayor to sign the Contract between the City of Columbia and J. R. Wauford & Company, Consulting Engineers, Inc. for the engineering of the Pumpkin Creek Sewershed improvements in the amount of $550,000.00.

CERTIFICATION: The Chief Financial Officer certifies that $550,000 will be budgeted in the forthcoming appropriation amendment #4 in Wastewater-Pumping Stations – Projects.

ATTACHMENTS: Staff Report, J. R. Wauford Pumpkin Creek Sewershed Improvements Contract Pumpkin Creek Sewershed Estimated Project Costs.

AGREEMENT FOR ENGINEERING SERVICES
PUMPKIN CREEK SEWERSHED IMPROVEMENTS
COLUMBIA, TENNESSEE

THIS AGREEMENT, made this _____ day of _____, 2026, by and between the CITY OF COLUMBIA, TENNESSEE, hereinafter called the OWNER, and J. R. WAUFORD & COMPANY, CONSULTING ENGINEERS, INC., a Tennessee corporation, hereinafter called the ENGINEER.

WHEREAS, that the OWNER owns and operates a sanitary sewer collection system serving the Pumpkin Creek Sewershed, and

WHEREAS, that the OWNER has approved proposed developments expected to discharge sewer to the existing Pumpkin Creek Sewage Pumping Station (SPS), and

WHEREAS, the estimated flows emanating from the proposed developments are estimated to exceed the capacity of the existing gravity sewers and pumping station in the Pumpkin Creek Sewershed, and

WHEREAS, that the OWNER desires to construct facilities to increase the sewage conveyance capacity at the facilities serving the Pumpkin Creek Sewershed, hereinafter referred to as the Project; and

WHEREAS, the OWNER desires to employ the ENGINEER to provide engineering services for the Project as described hereinafter.

FOR AND IN CONSIDERATION of the covenants contained herein, the OWNER hereby retains the ENGINEER to perform the engineering services described hereinafter and the ENGINEER agrees to perform such work for the consideration enumerated.

1. SCOPE OF SERVICES

   a. Preliminary Engineering Services

      (1) Evaluate the capacity of existing infrastructure in the Pumpkin Creek Sewershed including gravity sewer lines, force mains, and sewage pumping stations.

      (2) Review currently proposed developments in the Sewershed to estimate the amount of proposed sewage to be added into the collection system.

(3) Evaluate improvements necessary for the Sewershed for increased capacity including new gravity sewer lines, force mains, sewage pumping station renovations, and/or new sewage pumping stations.

(4) Prepare exhibits and estimates of construction costs for proposed improvements.

b. Engineering Survey, Preparation of Technical Specifications, Construction Drawings and Contract Documents

(1) Scope of Work

The scope of work to be performed as part of this AGREEMENT consists of the preparation of Plans and Specifications for the following project:

- Task S - 1: Replacement of existing 8-inch and 10-inch gravity sewers with approximately 3,300 L. F. of new 15-inch gravity sewer involving crossings of State Hwy 99 and Interstate 65.

- Task S - 2: New Intermediate Pumpkin Creek Sewage Pumping Station including site development, piping, wet pit submersible pumps, standby generator, electrical building, and connections to existing facilities.

- Task S - 3: Replace approximately 3,800 L. F. of existing 10-inch force main with new 12-inch force main, and approximately 9,800 L. F. of existing 8-inch force main with 10-inch force main

(2) Services to be Performed

(a) The ENGINEER shall attend conferences with the OWNER or other interested parties as may be reasonably necessary.

(b) The ENGINEER shall perform the necessary design surveys, accomplish the detailed design, and prepare specifications and contract documents. If, after the OWNER approves the proposed site or design, changes are made by the OWNER, the ENGINEER shall be paid the ENGINEER's standard hourly rates as set forth in Attachment No. 1 – Standard Charges.

(c) The ENGINEER shall consult with the OWNER during the Design, securing the OWNER'S input and approval. The ENGINEER shall present to the OWNER for comment Draft Plans and Specifications.

(d) The ENGINEER shall, with the OWNER's concurrence, make such revisions to the Plans as may be required by the Tennessee Department of Environment and Conservation at no extra cost to the OWNER.

(e) The Plans and Detailed Specifications furnished by the ENGINEER shall be approved by the OWNER and the STATE.

(f) Prior to the advertisement for bids, the ENGINEER shall provide for each construction contract, digital copies detailed drawings, specifications, and contract documents for use by the OWNER, and appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.

(g) The ENGINEER shall furnish digital copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of the contract, the ENGINEER will furnish to the OWNER six (6) sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.

(h) The drawings prepared by the ENGINEER shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish the OWNER without any additional compensation, three (3) copies of a map(s) showing the general location of construction easements and permanent easements and the land to be acquired if such are needed. Property surveys, property plats, property descriptions, abstracting and

negotiations for land rights shall be accomplished by the OWNER. The ENGINEER will not furnish metes-and-bounds descriptions which meet the standards of Registered Land Surveyors for awarding the contracts for construction.

c. Additional Engineering Services

In addition to the scope of services described at Paragraph 1, Subparagraphs a. through b. being performed, the following services may be provided by the ENGINEER upon prior written authorization of the OWNER.

(1) Hydraulic or other studies that may be required.
(2) Preparation of descriptions of any easements or acquisitions of any required to construct the project.
(3) Redesigns ordered by the OWNER after final technical specifications and construction drawings have been accepted by the OWNER.
(4) Appearances before courts or boards on matters of litigation or hearings related to the Project.
(5) Preparation of environmental assessments or environmental impact statements.
(6) Preparation of information necessary for project financing including grant and/or loan applications.
(7) Engineering services related to the project, but not specifically included at Paragraph 1. SCOPE OF SERVICES Subparagraphs a. through b. hereinbefore.

2. COMPENSATION

The OWNER agrees to pay the ENGINEER for the scope of services performed as stated hereinafter. The amount of any excise, value added or gross receipts tax that may be imposed shall be added to the compensation enumerated herein. The ENGINEER shall present the OWNER with invoices on a monthly basis and the OWNER shall promptly pay the ENGINEER within thirty (30) days of receipt of each invoice.

a. Preliminary Engineering Services

For performance of the scope of services described at Paragraph 1.a. hereinbefore, the Owner agrees to pay the Engineer the lump sum amount of TWENTY THOUSAND DOLLARS ($20,000), payable on a monthly pro rata basis upon submission of invoices as work proceeds.

b. Engineering Survey, Preparation of Technical Specifications, Construction Drawings and Contract Documents

For performance of the scope of services described at Paragraph 1.b. hereinbefore, the OWNER agrees to pay the ENGINEER the following lump sum amounts, payable on a monthly pro rata basis upon submission of invoices as work proceeds:

Item 1.b.(1) Task S - 1	$150,000 Lump Sum
Item 1.b.(1) Task S - 2	$175,000 Lump Sum
Item 1.b.(1) Task S - 3	$150,000 Lump Sum

c. Additional Engineering Services

For performance of any additional engineering services described at Paragraph 1.c. hereinbefore which are requested in writing by the OWNER, the OWNER agrees to pay the ENGINEER based on the Standard Charges listed in Attachment No. 1.

3. EXCLUSIONS

a. The ENGINEER shall not and will not be considered in charge of or responsible for acts of the construction contractor(s)' methods of construction, construction, construction progress, construction forces or equipment or safety procedures.

b. The ENGINEER will not be considered responsible for or in charge of nontechnical items not within his purview and/or control including, but not limited to, legal services.

c. No inclusion or allowance is made for extra work caused by changes in State or Federal laws or regulations after the execution of this AGREEMENT.

d. No inclusion or allowance is made for boundary surveys required to prepare easement descriptions or acquisition documents; however, the ENGINEER will furnish the OWNER a topographic survey from which proposed boundary lines can be established by an OWNER-procured Registered Land Surveyor.

e. The ENGINEER will not perform geotechnical analysis nor subcontract directly for these services. In the event geotechnical analysis is determined to be necessary for the successful completion of the Project, the

ENGINEER will provide the OWNER with a proposal form for directly procuring geotechnical engineering services and a list of geotechnical firms for solicitation of proposals.

f. The ENGINEER and its consultants are not product developers or engineers, chemists, or materials scientists. The ENGINEER has no ability or responsibility to determine the detailed physical properties or chemical composition of building materials, systems, and equipment that may be specified for use on the project. The ENGINEER has no ability or responsibility to test products or systems until fully integrated into the construction. The ENGINEER and its consultants are entitled to rely upon the information contained in submittals, product catalogs, and otherwise published by suppliers and product manufacturers regarding the physical characteristics, composition, properties, durability, and suitability for use of all materials, products, and systems.

4. OWNER'S RESPONSIBILITIES

a. The OWNER will furnish access to all lands required.

b. The OWNER will furnish any records required.

c. The OWNER will furnish plans of existing facilities to the extent such plans are available.

d. The OWNER will furnish liaison with and will be responsible for securing and paying any fees associated with permits, licenses, or other approvals from utility, transportation, building code enforcement, and environmental agencies including electric, gas, water, wastewater, and telephone system owners; railroad and roadway owners; city and county building code departments; and state and federal environmental regulatory agencies.

e. The OWNER will pay all fees required by STATE review agencies for their review of the technical specifications, construction drawings and contract documents prepared under the terms of this AGREEMENT.

f. The OWNER will pay all fees associated with the advertisement of required public notices and of notices for bids for the construction contract published in newspapers and/or other publications.

g. The OWNER shall verify the location and/or elevation of its related underground facilities by excavations if it is uncertain of their size and/or location.

h. The OWNER agrees to contract directly for geotechnical engineering services if required. The ENGINEER agrees to assist the OWNER during procurement of a geotechnical engineering firm to perform the work at no additional charge.

5. CONFINED SPACES

During the performance of the services under this AGREEMENT, the ENGINEER may find it necessary to enter "confined space(s)" as defined by OSHA regulations in order to observe conditions and/or obtain necessary data. The OWNER is required by regulation to have in place a "Confined Space Permit Program" including the necessary testing and safety equipment. The OWNER shall provide without cost to the ENGINEER the proper "Permit", the "Attendant" and/or the "Entry Supervisor" together with all necessary testing, safety and emergency equipment and all other means of compliance with OSHA regulations. The ENGINEER will provide general training to its proposed "Authorized Entrant(s)"; however, the OWNER shall provide training required for the equipment furnished, the OWNER's Permit System or any other condition special to the OWNER's facilities. The OWNER shall be fully responsible for compliance with the appropriate regulations.

6. DISPUTE RESOLUTION BY MEDIATION

In an effort to resolve any conflicts that arise during the performance of the services or following the completion thereof, the OWNER and the ENGINEER agree that all disputes between them arising out of or relating to this AGREEMENT or the Project shall be submitted to nonbinding mediation. The mediator shall be selected from a panel of persons having experience with and knowledge of the practice of environmental engineering. The place of mediation shall be as mutually agreed upon by the OWNER and the ENGINEER.

7. TERMINATION / SUSPENSION / FORCE MAJEURE

This AGREEMENT may be terminated or suspended, for convenience, by either party upon 30 days advance written notice. Upon termination or suspension, the ENGINEER will be paid for all services performed up through the termination or suspension date. Neither Party shall be liable to the other for any failure or delay in performing an obligation under this AGREEMENT that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural disasters and catastrophes, governmental acts or omissions, orders of health departments or other government officials, changes in laws or regulations, national strikes, fire, explosion, or other causes of damage to

the Project site, or generalized lack of availability of raw materials or energy. The ENGINEER and its consultants shall not be required to perform any service that would require or may result in exposure of their employees to hazardous or unsafe conditions. Remote meetings and remote site observation and inspection by camera, web camera, video camera, unmanned aerial vehicle, or similar platform is authorized for all purposes if reasonably necessary to avoid exposing such employees to unsafe conditions. Force Majeure shall not include: (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

8. LIMITATION OF LIABILITY

Neither the ENGINEER, ENGINEER's subconsultants, nor their agents or employees shall be jointly, severally, or individually liable to the OWNER, and anyone claiming through or under client, for any claims, losses, costs, or damages in an amount in excess of the proceeds of the available professional liability insurance (see Attachment No. 2 – Certificate of Liability Insurance) coverage required by this AGREEMENT by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence.

9. DESIGNATED REPRESENTATIVES

The services to be performed by the ENGINEER under this AGREEMENT are intended solely for the benefit of the OWNER. Nothing contained herein shall confer any rights upon or create any duties on the part of the ENGINEER toward any person or persons not a party to this AGREEMENT including, but not limited to, any construction contractor, construction subcontractor, material or equipment supplier, or sureties of any of them.

The designated representative of the OWNER empowered to receive all correspondence from the ENGINEER and give the ENGINEER instructions within the scope of this AGREEMENT shall be:

Donnie Boshers
Director
Columbia Wastewater System
1244 Treatment Plant Road
Columbia, Tennessee 38401
(931) 560-1001 ext 3113

The designated representative of the ENGINEER empowered to receive all correspondence, instructions and payments from the OWNER and to speak for the ENGINEER within the scope of this AGREEMENT shall be:

J. Gregory Davenport, P.E.
Vice President
J. R. Wauford & Company,
Consulting Engineers, Inc.
2835 Lebanon Pike
Nashville, Tennessee 37214
615-883-3243

The OWNER and the ENGINEER each bind itself, its partners, successors, legal representatives, and assigns to the other party to this AGREEMENT, and to its partners, successors, legal representatives and assigns of such other party in respect to all covenants of this AGREEMENT.

The OWNER and the ENGINEER hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, they have executed this AGREEMENT the day and year first written above.

ENGINEER:

J. R. WAUFORD & COMPANY
CONSULTING ENGINEERS, INC.

BY:_____
J. Gregory Davenport, P.E.
Vice President

ATTEST:

BY:_____
Daniel G. Tribble, P.E.
Group Leader

OWNER:

CITY OF COLUMBIA, TENNESSEE

BY:_____
Charles (Chaz) M. Molder
Mayor

ATTEST:

BY:_____
Thad H. Jablonski
City Recorder

LEGAL FORM APPROVED

BY:_____

Attachments:
Attachment No. 1: Standard Charges
Attachment No. 2: Certificate of Professional Liability Insurance

WAUFORD

Attachment No. 1

STANDARD CHARGES

Effective January 1, 2025

Statements will be issued on a monthly basis in accordance with the following method:

Salary Cost Plus a Multiplier

Two times the salary cost of employees for time properly chargeable to the work. Salary cost includes the actual payroll charge plus direct additives which was calculated to be 76.18% for F.Y. ending 12-31-24. Salary cost includes any overtime pay as mandated by the Department of Labor.

Plus expenses properly chargeable to the work, as listed below, reimbursable at cost.

EXPENSES REIMBURSABLE AT COST

A. Travel by private vehicle at the rate approved by the IRS.

B. Travel by scheduled airline or charter plane at cost.

C. Travel and living expenses for all personnel when required to be away from headquarters in connection with the work.

D. Printing, reproduction, photography, testing laboratories, or special materials in connection with the work.

E. Mobile phone bills for resident observers and surveyors.

F. Other consultant fees as approved by client.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/01/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RSG Insurance Brokerage, Inc. 104 Woodmont Blvd. Suite 400 Nashville TN 37205	CONTACT NAME: Canessa Jones PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: cjones@risk-strategies.com
INSURED J.R. Wauford & Company Consulting Engineers, Inc. P.O. Box 140350 Nashville TN 37214	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: XL Specialty Insurance Company — 37885 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR5046363	07/28/2025	07/28/2026	Each Claim	$3,000,000
							Aggregate	$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance Only.

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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OPINION OF PROBABLE COST NO. 1
PUMPKIN CREEK SEWERSHED IMPROVEMENTS
COLUMBIA, TENNESSEE
WAUFORD PROJECT NO. 2261

Item	Quantity	Description	Unit Price	Cost
1.	2,700 L.F.	15-inch Open Cut Gravity Sewer	$300/L.F.	$810,000
2.	600 L.F.	24-inch Bored Hwy Crossing	$1,200/L.F.	$720,000
3.	600 L.F.	15-inch Sewer in Bored Hwy Crossing	$300/L.F.	$180,000
4.	20 Each	4'0 Diameter Standard Manholes	$10,000/Ea.	$200,000
5.	Lump Sum	Open Cut Creek Crossing	Lump Sum	$50,000
6.	3,800 L.F.	12-inch Force Main Open Cut	$140/L.F.	$532,000
7.	9,800 L.F.	10-inch Force Main Open Cut	$120/L.F.	$1,176,000
8.	350 L.F.	10-inch Force Main in Road Crossings	$400/L.F.	$140,000
9.	Lump Sum	New Intermediate Pumpkin Creek SPS (CE-1)	Lump Sum	$2,990,000
10.	16,000 L.F.	Easement Repair	$5/L.F.	$80,000

ESTIMATED CONSTRUCTION COST		$6,878,000
CONSTRUCTION CONTINGENCIES (15%)		$1,022,000
BUDGETED FOR CONSTRUCTION		$7,900,000
Engineering:	Preliminary	$20,000
	Geotechnical Investigation	$15,000
	Design	$475,000
	Permitting	$30,000
	Award	$10,000
	General Engineering and Resident Project Representation (18 Month Construction Time)	$450,000
	Easements	$50,000
TOTAL ESTIMATED PROJECT COST		$8,950,000

ENR CONSTRUCTION COST INDEX – 14119 (January 2026)

OPINION OF PROBABLE COST NO. 2
PUMPKIN CREEK SEWERSHED IMPROVEMENTS
COLUMBIA, TENNESSEE
WAUFORD PROJECT NO. 2261

Item	Description	Cost
1.	Site Development, Excavation, and Grading	$200,000
2.	Piping, Valves, and Pre-Cast Manholes	$75,000
3.	Structural Concrete	$400,000
4.	Miscellaneous Metals	$25,000
5.	Equipment Installation	$60,000
6.	Electrical and Electrical Building	$1,000,000
7.	Process Painting and Coating	$10,000
8.	Miscellaneous Concrete, Paving, and Fencing	$30,000
9.	Three Wet Pit Submersible Pumps and Variable Frequency Drives and Controls	$500,000
10.	Standby Power System including Automatic Transfer Switch and Diesel-Powered Generator	$300,000
	ESTIMATED CONSTRUCTION COST	$2,600,000
	CONSTRUCTION CONTINGENCY (15%)	$390,000
	BUDGETED FOR CONSTRUCTION	$2,990,000

ENR CONSTRUCTION COST INDEX – 14118.46 (December 2025)

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Jonathan Stotler, MIS Director jstotler@columbiatn.gov 931-560-1549

AGENDA ITEM TITLE: APPROVE PAYMENT IN THE AMOUNT OF $151,596 TO WAYPOINT BUSINESS SOLUTIONS FOR THE ANNUAL RENEWAL OF MICROSOFT OFFICE 365 AND RELATED SERVICES

RECOMMENDATION: Approve

INFORMATION: This is for the annual renewal for Microsoft Office 365 and related services for all 489 employees of the City of Columbia. The services include email, Office applications both online and on desktop or laptop, applicatoins to include Outlook, Word, Excel, Access Databse Teams, One Drive, Sharepoint and other security enhancements with Intra P1 Tier.

CERTIFICATION: The Chief Financial Officer certifies that $151,596 is budgeted and unencumbered in General City Admin-Misc. – Software.

ATTACHMENTS: Quote

QUOTE

Number AAAQ26646

Date Feb 4, 2026

118 Vintage Park Blvd, W414, Houston, TX 77070
Phone: 832-479-8540

Bill To

City of Columbia Tennessee
Jonathan Stotler
700 North Garden Street
Columbia, TN 38401

Phone (931) 560-1500
Email jstotler@columbiatn.com

Ship To

City of Columbia Tennessee
Jonathan Stotler
700 North Garden Street
Columbia, TN 38401

Phone (931) 560-1500
Email jstotler@columbiatn.com

Account Manager



Darren Orsag
979-325-0523
DOrsag@waypointsolutions.com

Contract

Notes:

Line	Qty	Description	Unit Price	Ext. Price
1	80	Microsoft 365 F3 GCC (Governmental Community Cloud Pricing) - Annual	$96.00	$7,680.00
2	397	Office 365 G3 (Governmental Community Cloud Pricing) - Annual	$276.00	$109,572.00
3	477	Microsoft Entra ID P1 (Governmental Community Cloud Pricing) - Annual	$72.00	$34,344.00

SubTotal	$151,596.00
Tax	$0.00
Shipping	$0.00
Total	**$151,596.00**

Purchase Options

Select your preferred payment option / purchase terms*:

[ ] Net 30 Days Purchase (purchase amount $151,596.00)

* If this quote contains finance payment options, the options are provided as an estimate only. Final payment amount is subject to credit verification and applicable taxes as required by law.

Shipping charges will be determined at the time of invoice.

RETURNS ARE NOT PERMITTED FROM COMMERCIAL CUSTOMERS. YOU CAN VIEW OUR FULL RETURN POLICY AT https://www.waypointsolutions.com/return-policy. PRICES ARE SUBJECT TO CHANGE AND ARE BASED UPON TOTAL PURCHASE. WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, OR INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, OR DAMAGES RELATED TO THIS AGREEMENT.

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CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Tourism & Marketing Department -Kellye Murphy

AGENDA ITEM TITLE: 8.7 - APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND AIRDNA IN THE AMOUNT OF $5,500 FOR AN ANNUAL LICENSE FOR MONTHLY LODGING PERFORMANCE DATA REPORTING.

RECOMMENDATION: Approve.

INFORMATION: Visit Columbia will contract with AIRDNA, the leading provider in the hospitality industry for property performance data reporting for short-term rentals along with Kalibri's performance metrics, trends and consumer behaviors for the hotel industry. This comprehensive database is a tool for compiling and disseminating lodging data, resulting in countless ways to configure data reporting options.

CERTIFICATION: The Chief Financial Officer certifies that $5500 is budgeted and unencumbered in Tourism Enhancement-General Fund - Professional Services.

ATTACHMENTS: Staff Report
AIRDNA Agreement

AIRDNA

City of Columbia - Property Performance Data + Kalibri Hotel Module

City of Columbia

700 N Garden St

Columbia, TN 38401

United States

Airdna, LLC (Licensor)

1321 15th Street

Denver, CO 80202

United States

Prepared by: Amanda Norton

amanda.norton@airdna.co

Reference: 20260302-093349392

Quote created: March 2, 2026

Quote expires: April 15, 2026

Order Information

Terms of this Order Form: 12 months ("Initial Term")

Subscription Term Start Date: April 15, 2026 ("Effective Date")

The Parties agree that this Agreement is in full force and effect as of the date of its signature and the Effective Date of the subscription will be: April 15, 2026.

Payment Terms

Billing Period: Annually

Billing Method: Invoice - Bank transfer/ACH

Payment Terms: Net 30

Method of Payment: Invoice - Bank transfer/ACH

Currency: USD

Subscription Products ("Data Services")

PRODUCTS & SERVICES	GEOGRAPHY	QUANTITY	PRICE	DISCOUNT	PRE-TAX TOTAL AMOUNT
Hotel Performance Dashboard Tier 3		1	$4,000.00 / year for 1 year		$4,000.00 / year

PRODUCTS & SERVICES	GEOGRAPHY	QUANTITY	PRICE	DISCOUNT	PRE-TAX TOTAL AMOUNT
PPD Tier 2 City - 12 month subscription		1	$1,500.00 / year for 1 year		$1,500.00 / year

Pre-Tax Total	**$5,500.00 / year**

Applicable sales tax, VAT, or similar indirect taxes will be added to Customer's invoices and are payable in addition to the subscription fees, based on the Company's tax registration status and applicable laws at the time of invoicing, which may be subject to change.

Purchase Terms

Airdna, LLC ("AirDNA") Data Services provided under this Order Form are governed by the Terms of Service available at https://www.airdna.co/legal/enterprise-terms-of-service, which are incorporated into this Order Form. The Terms of Service apply to Customer to the extent the specific Data Service is included in this Order Form. No changes or modifications of any kind to this Order Form shall be accepted after execution unless signed in writing by both Parties.

Permitted Use

Customer shall only use the Data Services for internal business purposes and in accordance with the provisions in the Terms of Service referenced above (the "Permitted Use"). This means no Derivative products are permitted to include AirDNA Data Services unless agreed in writing by both Parties, nor is the resale or use by any business other than the Customer signing this Order Form. This restriction includes affiliate companies.

Login credentials cannot be shared or used by more than one individual authorized user. Each user account must be associated with an individual user's email and cannot be shared. Generic or shared emails cannot be used for accounts.

Subscription Renewal

Customer acknowledges and agrees that, in order to ensure that Customer does not experience any interruption or loss of service, the Agreement will automatically renew for a period equal in time to the original subscription period ("Initial Term"), unless Customer gives AirDNA written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term"). At the time of renewal, a 10% increase to the Fees will be applied. Notice of non-renewal shall be emailed to am@airdna.co. Accordingly, upon the Renewal Term, AirDNA will automatically charge Customer the applicable Fees for the Renewal Term, using the same Billing Period, Billing Method, and Payment Terms established herein.

Delivery Information

Delivery Schedule:

Negotiated Exceptions to the Terms of Services

13.8 Governing Law; Submission to Jurisdiction. The Agreement is governed by and construed in accordance with the laws of the State of Tennessee giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Tennessee. Subject to Section 13.9 hereto, any legal suit, action, or proceeding arising out of or related to the Agreement will be instituted exclusively in the federal courts of the United States or the courts of the State of Tennessee, in each case located in the city of Columbia and County of Maury, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

Signature

I HEREBY REPRESENT THAT: (I) I AM AN AUTHORIZED SIGNATORY FOR CUSTOMER; (II) I HAVE READ AND AGREED TO THE TERMS OF THIS Order Form; AND (III) BY SIGNING THIS Order Form, I AM ENTERING INTO A LEGALLY BINDING CONTRACT.

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name

Approved as to Legal Form:

Jake Hubbell, City Attorney

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT

Bailey Fitzgerald, Chief's Administrative Assistant, bfitzgerald@columbiatn.gov, 931-560-1612

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE PURCHASE OF A 2025 ARMORED POINTER SWAT/APC VAN FROM ALPINE ARMORING – POLICE DEPARTMENT.

RECOMMENDATION: Approve the purchase of an Armored Pointer van from Alpine Armoring total amount of $259,200.00 utilizing the Violent Crime Intervention Funding (VCIF) Grant.

INFORMATION: This entire purchase of the Alpine Armor Armored pointer van is $259,200.00.

The Alpine Armoring Pointer is configured for tactical and secure transport use, with seating for up to 10 occupants including the driver. It incorporates a reinforced suspension, heavy-duty braking system, and standard powertrain consistent with the Ford F-350HD platform.

The vehicle is armored to Alpine Level A9 (B6+), using certified ballistic steel and transparent armor to provide protection against rifle-caliber threats.

The platform is designed for law enforcement operations requiring enhanced occupant protection and secure transport capability. It will function as the primary response vehicle for the SWAT team when responding to situations involving known or anticipated threats of violence during approach and engagement.

CERTIFICATION: The Chief Financial Officer certifies that $259,200 will be budgeted in the forthcoming appropriation amendment #4 in Grants - Police - Violent Crime Projects.

ATTACHMENTS: Staff Report; Sales Quote with vehicle options, Sole Source letter, W-9 for Alpine Armoring

ARMORED POINTER® SWAT/APC VAN

BASED ON FORD TRANSIT 350HD VAN



LEVEL A9

AGAINST 7.62 x 39mm, 5.56 x 45mm, 7.62 x 51mm Rounds

Alpine Armoring

Alpine Armoring Inc., a USA owned multinational corporation, headquartered in a Virginia suburb of Washington, D.C., has specialized in the integration and manufacturing of high-quality armored vehicles for over 23 years. As an ISO-9001 certified company, Alpine Armoring has pioneered the engineering and technology of armoring on many different types of vehicles for various applications. In the past two decades, Alpine Armoring has achieved its leadership role in the industry focusing on innovation and cutting-edge technology with the ultimate objective of developing the right armored vehicles for any application tailored to our client's specific needs. These include vehicles for personal protection, cash carrying businesses, and governmental needs for thousands of clients both in the U.S. and worldwide. With unparalleled attention to details and commitment to service, Alpine Armoring sets the standard for others to follow. Our long list of clients includes the United States government, the U.S. military, multinational corporations, embassies, VIPs, numerous foreign governments/militaries, and law enforcement agencies in the U.S. and around the world. Alpine Armoring has ballistic testing certificates both from Germany and the US Military, and for decades has consistently remained a preferred GSA contractor and a registered/certified contractor for the United Nations and U.S. Dept. of Defense.








Alpine Armoring offers its clients a wide array of armored vehicles including VIP luxury armored sedans, SUVs, SWAT trucks, Riot Control trucks, and Cash In-Transit (CIT) vehicles. Our clients' safety and confidentiality are matters we NEVER take for granted. Utilizing the latest technology, Alpine Armoring strives to offer its clients the most advanced manufacturing processes incorporating lighter ballistic materials, including opaque and transparent armor and a variety of composites, resulting in developing safer, professionally armored, and simply better performing vehicles.

NO ONE PROTECTS YOU BETTER®… This is not only our mission and our standard of excellence, but also our promise to each and every one of our clients. Alpine Armoring has maintained an impeccable record of quality and performance in the manufacturing of its numerous armored vehicles for its clients across the world. We are proud to say that during the past 23 years and since our inception, not even a single incident of armor penetration has ever occurred on any of Alpine's armored vehicles sold to well over two thousand of our clients worldwide.






THE HOME OF ARMOREDVEHICLES.COM



CERTIFIED ARMORED VEHICLES

Alpine Armoring, headquartered in the USA, is the only high-quality custom-manufacturer of armored vehicles whose tested vehicles not only passed by the German Government (VR7 VPAM - BRV 2009 and ERV 2010), but also by the US Army (Aberdeen Proving Ground - APG/ATC). Our finished vehicles are uniquely integrated and exclusively custom-engineered to meet (and often exceed) the rigorous standards set by conducting frequently live-fire and driving tests using state of the art ballistic material are unmatched in the industry.

Chief Mark Coil
Shelby Township Police Dept.
586-291-4244
mcoil@shelvytwp.org

LT. Barry Kittoe
Frederick County Sheriff's Office
540-818-8684
bkittoe@fcva.us

Commander Pat Darrow
Michigan State Police – BAYANET
517-282-9559
darrowp1@michigan.gov

Detective Justin Bell
Transylvania County Sheriff's Office
828-577-6706
jbell@tcsonc.org

Chief Carl Rowan
George Mason Univ Police Dept.
703-993-3840
crowan2@gmu.edu







VEHICLE SPECIFICATIONS FOR POINTER®

ARMOR LEVEL:	**A9**
MAKE:	**Ford Transit**
MODEL:	**350 HD 4x4 148” WB**
ENGINE:	3.5L Ecoboost V6 Gas
TRANSMISSION:	10 Speed Automatic
POWER:	275 HP & 400 lb-ft.
SEATING:	2 - 2 + 3 + 4 Crew
WHEELS:	16” with Run-Flat System
TIRES:	T/A BFGoodrich LT225/75R16
FINAL WEIGHT:	Approx. 00,000 lbs (0,000 Kg)
DRIVETRAIN:	AWD
LENGTH:	235 in (596 cm)
WHEELBASE:	148 in (375 cm)
HEIGHT:	114 in (289 cm)
WIDTH:	97.4 in (247 cm)
CLEARANCE:	10 in (25 cm)



"no one protects you better."



Firewall & Engine Protection

Ballistic steel lines the firewall and provides protection up front. Engine Compartment Protection will be added as well.

5-1

Roof

Roof is lined with ballistic steel to protect against any threats at an angle.

5-5





Rear Doors

The rear doors are lined with light ballistic composite material

5-2

Doors

All doors are lined with light ballistic composite material.

5-6





Exhaust Protection

The exhaust is protected by a steel mesh to prevent sabotage.

5-3

Heavy-Duty Hinges

Custom hinges that will withstand the weight of the armored doors.

5-7





Overlaps

All doors and windows feature ballistic steel overlaps to keep shrapnel from angle shots from entering the cabin.

5-4

Battery/ECM Protection

Battery, ECM will be protected with ballistic steel

5-8



"no one protects you better."



Glass Thickness

Minimum 40 mm thick glass/polycarbonate composite transparent armor.

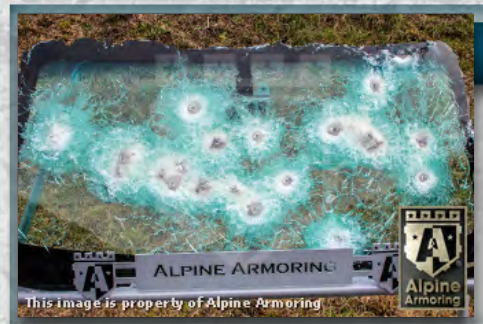
6-1



Anti-Spall Layer

Inner-most anti-spall layer prevents glass and bullet fragments from penetrating into passenger cabin area and is free of any optical distortion and discoloration.

6-2



Multi-Hit Protection

All windows are capable of sustaining multiple hits while providing protection to passengers.

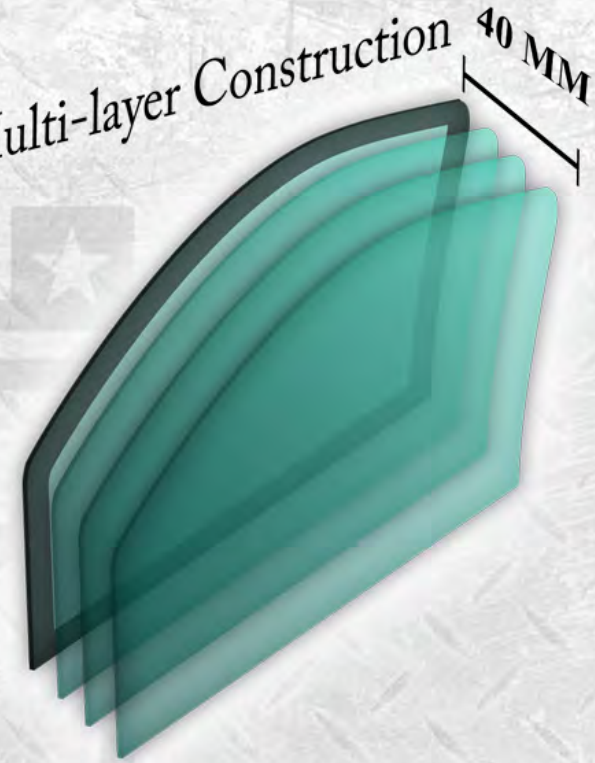
6-3



Windows

All windows will be fixed for this level of protection.

6-4







Side Camera

High Resolution surveillance side camera with dash mounted split screen monitor.

7-1



Rear Backup Camera

Backup camera with distance sensor default with parking guidelines, it will automatically show the rear images and parking guidelines full time.

7-2



Front Camera

High-resolution front camera installed in front dashboard with a view at 1080p high resolution.

7-3



Front Dashboard 360 Monitor

Added 1080p Monitor for front passenger viewing on 360 Degree camera system.

7-4

Privacy Curtain

Added privacy curtain to protect rear crew. Curtain slides close & open manually.

7-5



360 Monitor - Crew

24” Monitor. 360 Degree Camera System (4 cameras) for additional security

7-6



GoLight Controller

2 hand-held wireless remotes for search lights located in the glove box.

7-7



360 LED Light Package

Red/Blue Led police lights are installed in the front grille, windshield, side mirrors, sidestep rear hideaway strobes and top of the vehicle.

7-8





Switch Controller

Automatic dimmable switch panel controls 6 LED lights & electrical accessories at the same time.

8-1



Battery Kill Switch

Added Battery Kill Switch for ease of shutting down power to the batteries.

8-2



Rear Mounted AC Unit

On the rear passenger side is a fully independent cooling and heating system with direct controls on the right side of the unit. This unit is capable of an output of 33,000 BTU.

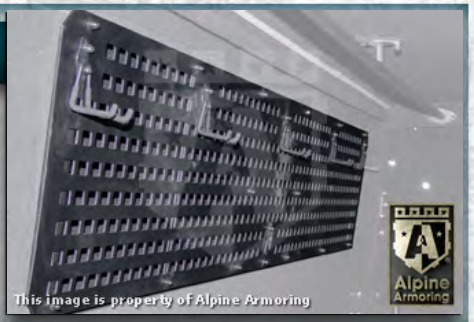
8-3



Jump Seats

Located behind the driver and passenger seats. The seat bottoms are spring-loaded and retract automatically.

8-4



Tactical Molle Racks

Customized mole racks durable panels for extra gear and equipment organization.

8-5



Tactical Grab Handles

Vertical and horizontal interior grab rails are built into the interior of the vehicle.

8-6



Fold Up Table

Folding & Lockable table added for command chair.

8-7



Electric Power & USB Outlet

USB Ports & Power outlets is installed in the bench seat. You can attach mobile devices. It is also used for charging portable products

8-8

"no one protects you better."



Interior White/Red LED Lights

Multiple interior LED lighting available in red and white options.

9-1



Heavy Duty Vinyl Floor

Rubberized top surface with sandpaper texture for a hard/firm floor.

9-2



Door Overlaps

All doors are equipped with overlaps for added ballistic protection.

9-3



Roof Hatch

Built in and constructed out of ballistic steel. Hatch locks in place at 90 degrees with added struts for ease of opening.

9-4

Fold Down Roof Ladder

Added fold down ladder provides practical and safe access to roof hatch.

9-5



Padded Bench Seats

Lift up the seat cushion to reveal the storage area. Each storage bin is fitted with a locking mechanism

9-6



Electric Power & USB Outlet

USB Ports & Power outlets is installed in the bench seat. You can attach mobile devices. It is also used for charging portable products

9-7



Roof Hatch Gunport

Built in and constructed out of ballistic steel in the roof hatch.

9-8





Fire Extinguisher

Located under-gear storage for quick access.

10-1



HD - Hangers

This is to hang gear and law enforcement equipment, along with helmets.

10-2



Heavy Duty Bumper

Installed directly to the frame. Constructed out of heavy-duty steel.

10-3



Gear Storage

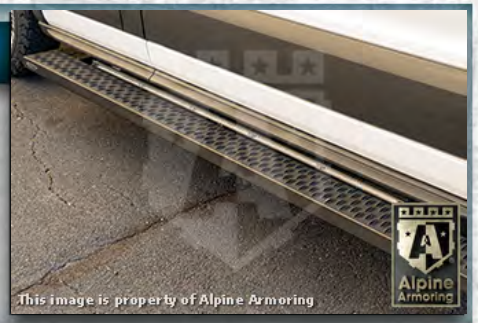
On both sides of the rear crew cabin, underneath the seats, are the gear storage bins.

10-4

Heavy Duty Side Steps

Running boards are built in on both sides of the vehicle.

10-5



Sniper Overwatch

Added Roof Platform for sniper overwatch and foot traffic.

10-6



Detachable Rear Step

Detachable rear step for easier and faster crew deployment.

This item is additional

10-7



Reinforced Door Strap

Reinforced door straps are installed to provide additional support on the weight of the armor door.

10-8



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Heavy Duty Winch

Added 12,000 lb. winch in front bumper with wireless & handheld controller.

11-1

Shackle Hitch (Additional)

Horizontally or Vertically provides Extensive Recovery Anchor Point Options

11-5





Run-Flats

Six (6) Full size tires including spare with run-flat insert are included and installed on the vehicle.

11-2

Door Stopper

Read door custom door stops to lock at 90 degrees.

11-6





Tail Pipe Protection

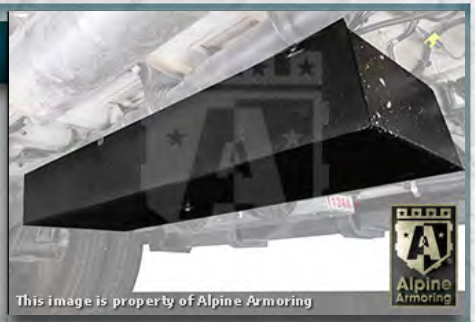
This protects the exhaust system from sabotage that can damage or destroy the motor.

11-3

Fuel Tank Protection

Fuel tank is protected by a ballistic steel box. Protects from two simultaneous grenades.

11-7





Custom Swing Door

Added Custom cutout swing door with Heavy-Duty hinges for ease of deployment.

11-4

GoLight Search Light

Added LED GoLight Search Light with wireless interior controller.

11-8



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12-1



12-2



12-3


12-4

"no one protects you better."



13-1


13-2


13-3


13-4

"no one protects you better."


14-1


14-2


14-3



14-4

Warranty

Armored SWAT Van pointer

This vehicle, as proposed to the client in this quote, would be under Alpine Armoring's premium warranty covering the entire conversion parts including all armored parts and labor as well as all added accessories for one full year, effective the day of sale. Additional warranty for longer period is available upon request.

Alpine Armoring Inc. hereby honors this warranty in the United States and around the world against any and all related manufacturer's defects, including parts & labor.

Management Authorized
Alpine Armoring Inc.
Chantilly, Virginia, USA

Date Issued

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BESCHUSSAMT MÜNCHEN

Prüfzeugnis
Test Certificate
14Z017A11

Inhaber des Dokumentes:
Holder of the document

Alpine Armoring Inc
570 Herndon Parkway
Herndon, VA 20170
Vereinigte Staaten von Amerika

Prüfung der durchschusshemmenden Eigenschaften von Material nach:
Test of the bullet resistance of material according to:
VPAM Durchschusshemmende plattenartige Materialien (PM) 2007, 08.05.2008

Hersteller: *Manufacturer*	SSAB
Auftraggeber: *Applicant*	Alpine Armoring Inc
Prüfgegenstand: *Sample*	Stahlblech (500 x 500 x 7,1mm) *steel plate*
Probenbezeichnung: *Designation*	ARMOX 600
Prüfdatum: *Test date*	16. Januar 2014
Detailergebnisse siehe Prüfbericht Nr.: *Detailed results see test report No.*	14M017A01



Die vorgelegte Probe erfüllte die Anforderungen nach:
The submitted sample met the requirements according to:

VPAM PM 2007

Klasse 7

inklusive Multihitprüfung



Die Prüfergebnisse beziehen sich ausschließlich auf die im zugehörigen Prüfbericht beschriebenen Prüfgegenstände. Die Verwendbarkeit die Jahre ab dem Tag der Prüfung begrenzt und erlischt vorzeitig, wenn Veränderungen oder Modifizierungen des Herstellungsprozesses, Qualitätsmanagementsystems vorgenommen werden, die zu einer Beeinflussung der Produktkonformität führen können. Dieses Dokument Dienstsiegel gültig. Original nur mit Prägung im Staatswappen. Die auszugsweise Vervielfältigung dieses Dokumentes ist nur mit sc Beschussamtes München erlaubt.
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Beschussamt München, 20. Januar 2014

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BESCHUSSAMT MÜNCHEN

Prüfbescheinigung
Verification Certificate

14P114A11

Inhaber des Dokumentes:
Holder of the document

Alpine Armoring Inc
570 Herndon Parkway
Herndon, VA 20170
Vereinigte Staaten von Amerika

Prüfung der durchschusshemmenden Eigenschaften von durchsichtigem Material
Test of bullet resistence of transparent material accoding to

VPAM Durchschusshemmende plattenartige Materialien PM 2007 Fassung 2

Hersteller: *Manufacturer*	AGP Columbia S.A.
Auftraggeber: *Applicant*	Alpine Armoring Inc
Prüfgegenstand: *Sample*	Verbundglasscheibe (40,2 mm) *laminated glass panel*
Probenbezeichnung: *Designation*	Orginalscheibe Toyota Land Cruiser
Prüfdatum: *Test date*	27. Oktober 2014
Detailergebnisse siehe Prüfbericht Nr.: *Detailed results see test report No.*	14G114A01

Die vorgelegte Probe erfüllt die Anforderung nach :
The submitted sample met the requirements according to:

VPAM PM 2007 Fassung 2

5,56x45 FMJ/PB/SCP(SS109) **7,62x51 FMJ/PB/SC(DM111)**

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The test results relate only to the tested samples described in the accompanying test report. This document loses its validity, if an alteration or modification to the manufacturing process, materials and/or quality management system could impact the product conformity. This document is only valid with signature and official seal. Only the original document has an embossed coat of arms. The duplication in extracts only is allowed with written approval of Beschussamt München.

Beschussamt München, 31. Oktober 2014

BAYERN BESCHUSSAMT MÜNCHEN

Uschold

Beschussamt München (Munich Ballistics Agency) - Franz-Schrank-Str. 9 - 80638 München
Telefon +49-89-17901-339 - Telefax +49-89-17901-260 - muenchen@beschussamt.bayern.de - Germany







BESCHUSSAMT MÜNCHEN

Prüfzeugnis
Test Certificate
14Z080A11

Inhaber des Dokumentes: *Holder of the document*
Alpine Armoring Inc
570 Herndon Parkway
Herndon, VA 20170
Vereinigte Staaten von Amerika

Prüfung der sprenghemmenden Eigenschaften eines Fahrzeuges nach:
Test of the resistance against explosives of a vehicle according to:
VPAM Sondergeschützte Fahrzeuge (ERV) 2010, 06.10.2010

Hersteller: *Manufacturer*	Alpine Armoring Inc
Auftraggeber: *Applicant*	Alpine Armoring Inc
Prüfgegenstand: *Sample*	gepanzertes Fahrzeug (Linkslenker) *armoured vehicle (left hand drive)*
Probenbezeichnung: *Designation*	Toyota Land Cruiser LC 200
Prüfdatum: *Test date*	1. August 2014
Detailergebnisse siehe Prüfbericht Nr.: *Detailed results see test report No.*	14V080A01





Das vorgestellte Fahrzeug erfüllte die Anforderungen für folgende Angriffe nach:
The submitted vehicle met the requirements for following attacks according to:
ERV 2010

Beanspruchung der Bodengruppe: *Stress of the undercarriage*	Splitterladung	Anzahl
	DM 51	2
	HG 85 (CH)	1



Die Prüfergebnisse beziehen sich ausschließlich auf die im zugehörigen Prüfbericht beschriebenen Prüfgegenstände. Die Gültigkeit dieses Dokumentes erlisch wenn Veränderungen oder Modifizierungen des Herstellungsprozesses, der Materialien und/oder des Qualitätsmanagementsystems vorgenommen werden, d zu einer Beeinflussung der Produktkonformität führen können. Dieses Dokument ist nur mit Unterschrift und Dienstsiegel gültig. Original nur mit Prägung i Staatswappen. Die auszugsweise Vervielfältigung dieses Dokumentes ist nur mit schriftlicher Genehmigung des Beschussamtes München erlaubt.
The test results relate only to the tested samples described in the accompanying test report. This document loses its validity, if an alteration or modification to th manufacturing process, materials and/or quality management system could impact the product conformity. This document is only valid with signature and offici seal. Only the original document has an embossed coat of arms. The duplication in extracts only is allowed with written approval of Beschussamt Münchnen.

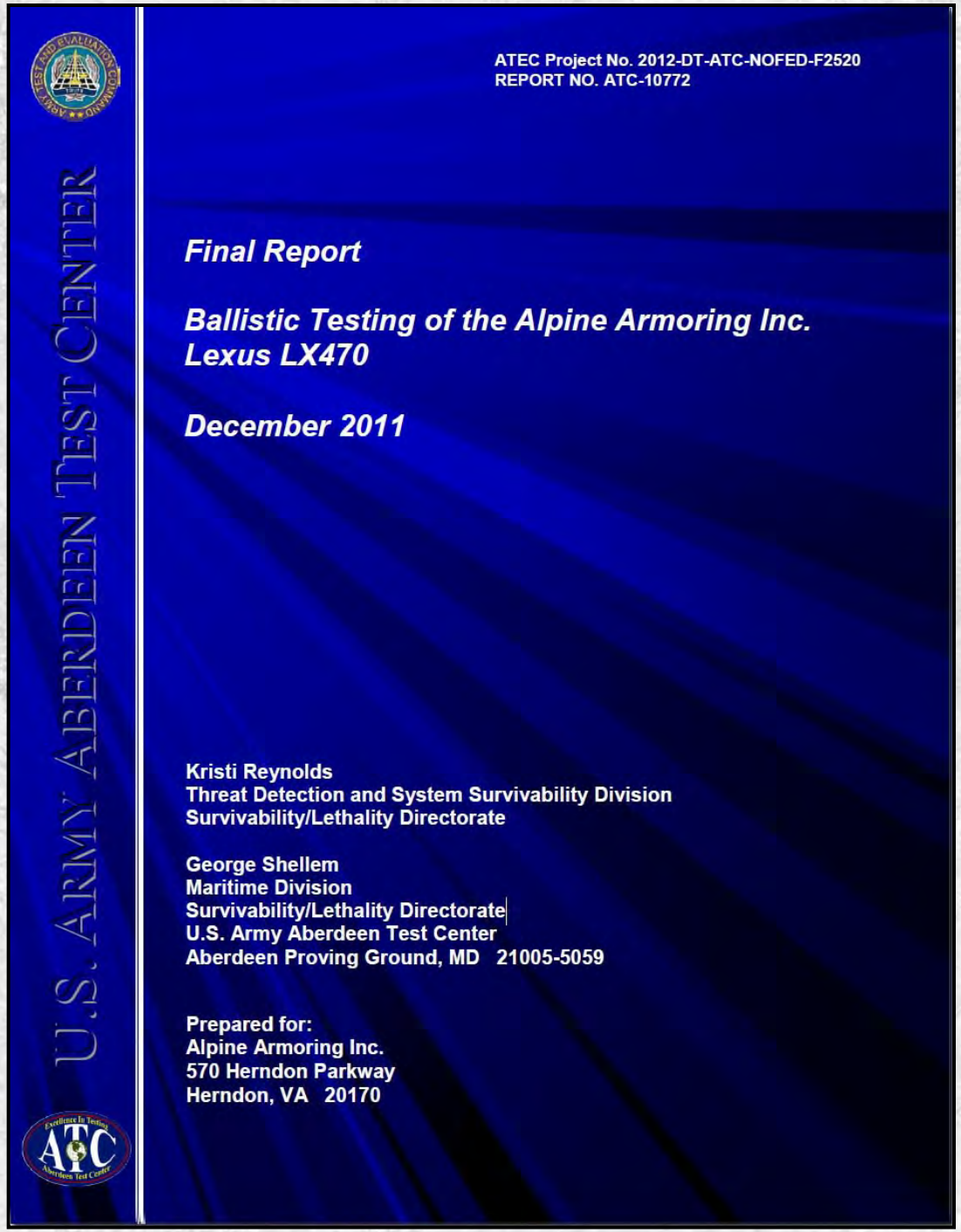
Beschussamt München, 14. August 2014

Unseld

Beschussamt München (Munich Ballistics Agency) - Franz-Schrank-Str. 9 - 80638 Münchnen
Telefon +49-89-17901-339 - Telefax +49-89-17901-260 - muenchen@beschussamt.bayern.de - Germany

Konstruktion_Rev_AJ0614

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U.S. ARMY ABERDEEN TEST CENTER

ATEC Project No. 2012-DT-ATC-NOFED-F2520
REPORT NO. ATC-10772

Final Report

Ballistic Testing of the Alpine Armoring Inc. Lexus LX470

December 2011

Kristi Reynolds
Threat Detection and System Survivability Division
Survivability/Lethality Directorate

George Shellem
Maritime Division
Survivability/Lethality Directorate
U.S. Army Aberdeen Test Center
Aberdeen Proving Ground, MD 21005-5059

Prepared for:
Alpine Armoring Inc.
570 Herndon Parkway
Herndon, VA 20170

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BALLISTIC RESISTANCE TEST

NTS-Belcamp
4603B Compass Point Road
Belcamp, MD 21017

Client: Alpine Armoring Inc.
Project No.: PH00009051-1
Test Date: 11/02/2023
Page 1 of 1

Test Panel | **Description:** Steel sample

Manufacturer: Alpine Armoring Inc. | **Sample No.:** (M80, V0) AR500 Plate

Size: 11.00 x 11.75 in
Avg. Thickness: 0.267 in
Thicknesses: 0.267 in, 0.268 in, 0.267 in, 0.267 in

Weight: 9.710 lbs
Plies/Laminates: N/A

Date Received: 08/31/2023
Received Via: FEDEX Ground
Returned Via: FEDEX Ground

Setup

Shot Spacing: Customer Request
Witness Panel: .001 in Aluminum foil with splinter box
Backing Material: N/A
Condition: Ambient

Primary Vel. Screens (ft): 20.000, 20.333, 29.666, 30.000
Primary Vel. Location (ft): 25.000
Range to Target (ft): 32.800
Target to Witness (in): 19.680

Range No.: Range 2
Temp: 71.0 °F
BP: 30 inHg
RH: 46 %
Barrel/Gun: EL00004019
Gunner: Kyler Reisler
Recorder: Bernard Carr

Ammunition

Projectile	Lot No.	Manufacturer	Powder
(1) 7.62 x 51-mm, 149-grain M80 FMJ	LC/14	Military	N133

Applicable Standards or Procedures

(1) BS EN 1063 Level BR6 (Modified)
(2) Customer Request

Shot No.	Ammo	Powder/ Seating	Weight (gr)	Time 1 (µs)	Vel. 1 (ft/s)	Time 2 (µs)	Vel.2 (ft/s)	Avg. Vel. (ft/s)	Striking Vel. (ft/s)	Penetration	Obliq. (°)	Footnotes
1	1	39.6	149.0	3651	2739	3404	2742	2740	2735	None	0.0	(a)
2	1	39.6	149.0	3668	2726	3420	2729	2728	2722	None	0.0	
3	1	39.6	149.0	3672	2723	3425	2725	2724	2718	None	0.0	
4	1	39.6	149.0	3689	2711	3442	2712	2711	2705	None	0.0	
5	1	39.6	149.0	3637	2750	3394	2750	2750	2744	None	0.0	
6	1	39.6	149.0	3633	2753	3390	2753	2753	2747	None	0.0	
7	1	39.6	149.0	3698	2704	3451	2704	2704	2699	None	0.0	
8	1	39.6	149.0	3689	2711	3446	2708	2710	2704	None	0.0	
9	1	39.6	149.0	3698	2704	3451	2704	2704	2699	None	0.0	
10	1	39.6	149.0	3681	2717	3433	2719	2718	2712	None	0.0	

Remarks:
Required Velocity: 2691-2755 ft/s.
Projectile Yaw Check: 0° Yaw on all Impacts.

Footnotes:
(a) First three shots placed on a 120mm triangle

BALLISTIC RESISTANCE TEST

NTS-Chesapeake Testing
4603B Compass Point Road
Belcamp, MD 21017

Client: Alpine Armoring Inc.
Project No.: PR162381-4
Test Date: 07/05/2022
Page 1 of 1

Test Panel | **Description:** Curved Steel panel.

Manufacturer: Alpine Armoring Inc. | **Sample No.:** (M855, V0) M855-1-2

Size: 20.00 x 19.75 in
Avg. Thickness: 0.385 in
Thicknesses: 0.386 in, 0.383 in, 0.386 in, 0.384 in

Weight: 41.700 lbs
Plies/Laminates: N/A

Date Received: 07/05/2022
Received Via: FEDEX Ground
Returned Via: FEDEX Ground

Setup

Shot Spacing: Customer Request
Witness Panel: 0.02 in 2024-T3 Aluminum
Backing Material: N/A
Condition: Ambient

Primary Vel. Screens (ft): 5.000, 5.333, 9.666, 10.000
Primary Vel. Location (ft): 7.500
Range to Target (ft): 15.000
Target to Witness (in): 6.000

Range No.: Range 5
Temp: 69.0 °F
BP: 29.9 inHg
RH: 45.7 %
Barrel/Gun: WC024524
Gunner: Gregory Bonilla
Recorder: Joseph Gerdes

Ammunition

Projectile	Lot No.	Manufacturer	Powder
(1) 5.56 x 45-mm, 62-grain M855	N/A	Military	N 110

Applicable Standards or Procedures

(1) Customer Request

Shot No.	Ammo	Powder/ Seating	Weight (gr)	Time 1 (µs)	Vel. 1 (ft/s)	Time 2 (µs)	Vel.2 (ft/s)	Avg. Vel. (ft/s)	Penetration	Obliq. (°)	Footnotes
1	1	19.0	62.0	1613	3100	1395	3106	3103	None	0.0	
2	1	19.0	62.0	1601	3123	1386	3126	3125	None	0.0	
3	1	19.0	62.0	1593	3139	1378	3144	3142	None	0.0	
4	1	18.9	62.0	1605	3115	1388	3122	3119	None	0.0	
5	1	18.9	62.0	1613	3100	1395	3106	3103	None	0.0	
6	1	18.9	62.0	1603	3119	1386	3126	3123	None	0.0	
7	1	18.9	62.0	1608	3109	1390	3117	3113	None	0.0	
8	1	18.9	62.0	1600	3125	1383	3133	3129	None	0.0	
9	1	18.9	62.0	1610	3106	1393	3111	3108	None	0.0	
10	1	18.9	62.0	1613	3100	1395	3106	3103	None	0.0	

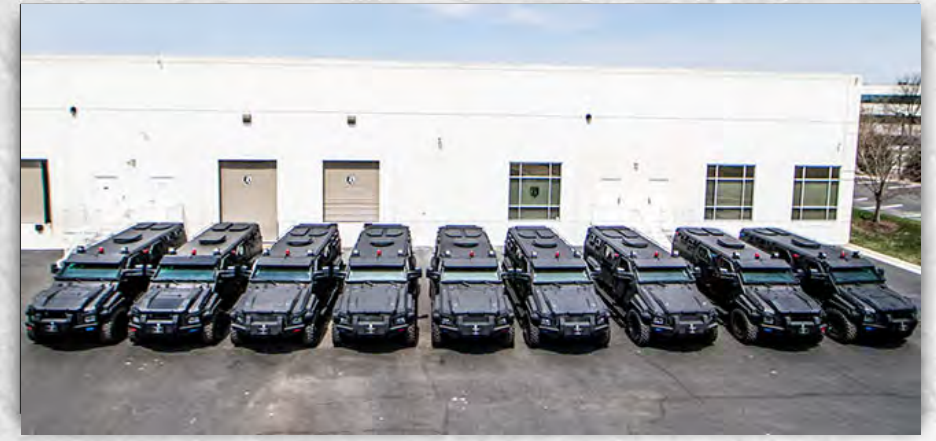
Remarks:
Required velocity: 3085 - 3145 ft/s.

Footnotes:
N/A

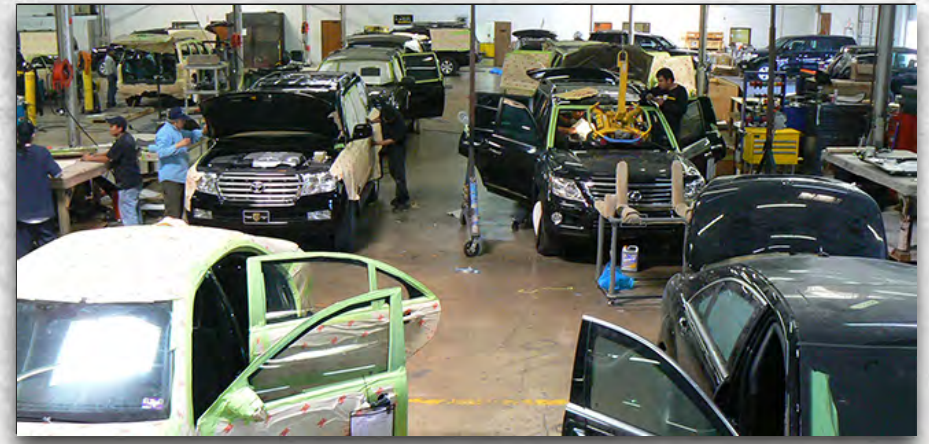












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Alpine Armoring Inc.
4170 Lafayette Center Drive
Chantilly, Virginia 20151
USA

Tel: +1.703.471.0002
Fax: +1.703.471.0202
Armor@AlpineCo.com





THE HOME OF ARMOREDVEHICLES.COM

STOCK QUOTE

Alpine Armoring

Quote No: 4797739000028805008
Quote Date: Mar 23, 2026
Rep: Erik Stern
Tel: (703) 471-0002
Mobile:
Email: erik.stern@alpineco.com

Buyer: Columbia PD
Address: 707 North Main Street
City: Columbia
State: Tennessee
Country: USA

Contact: Captain Joshua Davis
Email: JDavis@Columbiatn.gov
Mobile: 931-797-5127
Tel: 931-560-1659
Web:

QTY	DESCRIPTION	EACH	TOTAL
1	**Make:** Pointer® ● **Model:** Transit 350HD AWD ● **Armor Level:** A9 **Year:** 2025 ● **VIN:** 1FTRU8UG5SKA12590 ● **Ext. / Int. Color:** Oxford White / Black Leather  **ARMORING FEATURES & ADDED EQUIPMENT** ✔ ARMOR LEVEL: A9 Protection against rifles (AK47, 7.62 x 39, 5.56 x 45, 7.62 x 51, AR-15) and other equally high-power weapons. ✔ TRANSPARENT: All original glass pieces are replaced with high quality no spall laboratory-tested certified Level A9 ballistic polycarbonate/glass ✔ OPAQUE: All opaque material for the vertical passenger area are retrofitted with hardened lab-tested certified LIGHTWEIGHT ballistic steel at Level A9. **INCLUDED OPTIONAL EQUIPMENT** ✔ Battery Protection ✔ Run-Flats ✔ Exhaust Protection ✔ Heavy Duty Upgraded Suspension ✔ PA/Intercom/Multi-Siren System ✔ Heavy Duty Upgraded Brake Kit (Stage 1) ✔ Reinforced Door Hinges/Straps ✔ 360-Degree Red/Blue Lighting Kit Per the Technical Specifications Provided	$ 255,700	$ 255,700

SUBTOTAL (F.O.B Chantilly, VA):	$ 255,700
OTHER COSTS:	$ 0
TAX:	$ 0
SHIPPING:	$ 3,500
TOTAL:	**$ 259,200**

ESTIMATED COMPLETION TIME

Vehicle is completed and ready for shipment.

PAYMENT TERMS

Upon acceptance of this quote, a Purchase Order is due, as this vehicle is completed and ready to ship.

- www.bis.doc.gov/index.php/policy-guidance/country-guidance/sanctioned-destinations
- www.treasury.gov/resource-center/sanctions/sdn-list/pages/default.aspx
- www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern/denied-persons-list

Client agrees that it may NOT loan, rent, lease, resell or export "the referenced armored vehicles" shown here with to any person(s), entity or country listed on the United Nation's embargo lists per the following links.

WARRANTY

The purchased vehicle(s) stated in this invoice come with Alpine's premium warranty for one (1) year being valid in the USA and worldwide, limited to all retrofitted components and added accessories to the vehicle(s). For extended warranty coverage and costs, please contact your sale representative.

VALIDITY

THIS QUOTE IS VALID UNTIL Apr 30, 2026

This document is CONFIDENTIAL. Its dissemination to a third party is strictly prohibited unless written authorization from Alpine Armoring is provided to the receiving party.

Subject: Purchase of New Armored Pointer® SWAT Van
Date: March 23, 2026
Attention: Captain Joshua Davis (Columbia Police Dept.)

Sole Source Letter

This *"sole source letter"* with supporting documentation mentioned below is intended for the purchase of Alpine's *New 2025 Armored Pointer® SWAT Van* (VIN: 1FTRU8UG5SKA12590) by Columbia Police Dept. in Tennessee.

Alpine Armoring Inc. is a USA owned multinational corporation, headquartered in a Virginia, suburb of Washington, D.C., specializing in the integration and manufacturing of high-quality armored vehicles for over 30 years. Our long list of clients includes various department and agencies within the United States government (including DOS, DOJ, DOD and DHS), and law enforcement agencies in the U.S. and around the world. Alpine Armoring has been a GSA contractor (contract # GS-07F-9376S) since 2007.

Alpine Armoring is the "Go-to" and preferred choice Government vendor for various US government agencies for all armoring related items. This order for Columbia Police Dept. for a *New 2025 Armored Pointer® SWAT Van* (VIN: 2590) *is immediately available and can be seen/inspected at our headquarters in Chantilly, Virginia*. This Armored Van can be sole source justified as the only known source (Alpine Armoring) that can fulfill this requirement immediately, as no other manufacturer can produce a vehicle equivalent to this Van's ballistic protection level and capabilities within that time period, making this a noncompetitive proposal. Alpine Armoring is dedicated to any maintenance, warranty, and after-sales items, therefore the procurement can be entered without competitive process."

For any questions, please feel free to reach me on my cell **(703-371-7371)** or via the email below.

Sincerely,

Dan Diana
General Manager
Alpine Armoring Inc.
Chantilly, Virginia, USA
Dan.Diana@alpineco.com

ALPINE ARMORING INC. CORPORATE SEAL VIRGINIA, USA

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT
Bailey Fitzgerald, Chief's Administrative Assistant, bfitzgerald@columbiatn.gov, 931-560-1612

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE SOLE SOURCE PURCHASE OF SEVENTY (70) AXON TASER 10 CONDUCTED ENERGY WEAPON IN THE AMOUNT OF $349,986

RECOMMENDATION: Approve the purchase of seventy Axon Taser 10 Conducted energy weapons for the total amount of $349,986 utilizing the Violent Crime Intervention Funding (VCIF) Grant.

INFORMATION: This entire purchase of the Axon Taser 10 Conducted energy weapon will cost a total of $349,986. Columbia Police Department is currently using the Axon Taser x26p model that has been discontinued by Axon Enterprise.

The TASER 10 is the newest model of conducted energy weapon (CEW) produced by Axon Enterprise. This next-generation system offers significant advancements: improved probe deployment capability, increased engagement effectiveness, enhanced safety features, and integrated digital evidence and accountability systems.

Transitioning to Axon Taser 10 is necessary to maintain operational effectiveness, continued manufacturer support, and align with modern law enforcement standards. Its superior performance, reliability, and technological integration directly enhance officer safety, subject outcomes, and overall mission readiness.

CERTIFICATION: The Chief Financial Officer certifies that $259,200 will be budgeted in the forthcoming appropriation amendment #4 in Grants - Police - Violent Crime Projects.

ATTACHMENTS: Staff Report, Proposal, Sole Source Letter.

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-827251-46100DP

Issued: 03/19/2026

Quote Expiration: 04/30/2026

Estimated Contract Start Date: 07/01/2026

Account Number: 113503

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Columbia Police Dept. - TN 707 N Main St Columbia, TN 38401-3317 USA	Columbia Police Dept. - TN 800 Westover Dr Columbia TN 38401-4843 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Drew Patterson Phone: +1 5132038037 Email: dpatterson@axon.com Fax:	Joshua Davis Phone: 9317975127 Email: jdavis@columbiatn.gov Fax: (931) 540-5227

Quote Summary

Program Length	60 Months
TOTAL COST	$349,986.00
ESTIMATED TOTAL W/ TAX	$349,986.00

Discount Summary

Average Savings Per Year	$25,612.80
TOTAL SAVINGS	$128,064.01

Payment Summary

Date	Subtotal	Tax	Total
Jun 2026	$349,986.00	$0.00	$349,986.00
Total	**$349,986.00**	**$0.00**	**$349,986.00**

Quote Unbundled Price:	**$478,058.00**
Quote List Price:	**$385,658.00**
Quote Subtotal:	**$349,986.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00032	TASER 10 CERTIFICATION STANDARD PLAN	70	60	$112.99	$90.99	$83.33	$349,986.00	$0.00	$349,986.00
A la Carte Services									
102605	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (INSIDE SALES)	1			$3,500.00	$0.00	$0.00	$0.00	$0.00
Total							**$349,986.00**	**$0.00**	**$349,986.00**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
TASER 10 CERTIFICATION STANDARD PLAN	100122	AXON VR - HEADSET - BATTERY	3	1	06/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100126	AXON VR - TACTICAL BAG	3	1	06/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	70	2	06/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	2	2	06/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	06/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	06/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100399	AXON TASER 10 - CARTRIDGE - LIVE	1050	1	06/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	490	1	06/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	06/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100591	AXON TASER - CLEANING KIT	1	1	06/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	10	1	06/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	60	1	06/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	06/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100748	AXON VR - CONTROLLER - TASER 10	3	1	06/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101125	AXON VR - HOLSTER - T10 BLACKHAWK GRAY - LH	6	1	06/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	06/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	7	1	06/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101751	AXON VR - HEADSET - HTC FOCUS VISION	3	1	06/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	70	1	06/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	2	1	06/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	30	1	06/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	102186	AXON TASER 10 - COMMAND BOX	1	1	06/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	06/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	7	1	06/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	70	1	06/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	06/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	06/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
TASER 10 CERTIFICATION STANDARD PLAN	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	06/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	06/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	06/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	350	1	06/01/2027
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	350	1	06/01/2028
TASER 10 CERTIFICATION STANDARD PLAN	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	3	1	12/01/2028
TASER 10 CERTIFICATION STANDARD PLAN	20373	AXON VR - TAP REFRESH 1 - HEADSET	3	1	12/01/2028
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	350	1	06/01/2029
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	350	1	06/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 CERTIFICATION STANDARD PLAN	101180	AXON TASER - DATA SCIENCE PROGRAM	70	07/01/2026	06/30/2031
TASER 10 CERTIFICATION STANDARD PLAN	101703	AXON VR - USER ACCESS - TASER SKILLS	70	07/01/2026	06/30/2031
TASER 10 CERTIFICATION STANDARD PLAN	20248	AXON TASER - EVIDENCE.COM LICENSE	1	07/01/2026	06/30/2031
TASER 10 CERTIFICATION STANDARD PLAN	20248	AXON TASER - EVIDENCE.COM LICENSE	70	07/01/2026	06/30/2031

Services

Bundle	Item	Description	QTY
TASER 10 CERTIFICATION STANDARD PLAN	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	70
TASER 10 CERTIFICATION STANDARD PLAN	101193	AXON TASER - ON DEMAND CERTIFICATION	70
A la Carte	102605	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (INSIDE SALES)	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 CERTIFICATION STANDARD PLAN	100197	AXON VR - EXT WARRANTY - HEADSET	3	06/01/2027	06/30/2031
TASER 10 CERTIFICATION STANDARD PLAN	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	70	06/01/2027	06/30/2031
TASER 10 CERTIFICATION STANDARD PLAN	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	2	06/01/2027	06/30/2031
TASER 10 CERTIFICATION STANDARD PLAN	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	3	06/01/2027	06/30/2031
TASER 10 CERTIFICATION STANDARD PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	70	06/01/2027	06/30/2031
TASER 10 CERTIFICATION STANDARD PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	2	06/01/2027	06/30/2031
TASER 10 CERTIFICATION STANDARD PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	7	06/01/2027	06/30/2031
TASER 10 CERTIFICATION STANDARD PLAN	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	06/01/2027	06/30/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	707 N Main St	Columbia	TN	38401-3317	USA
2	707 N Main St	Columbia	TN	38401-3317	USA

Payment Details

Jun 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
aDXRI0000017bYX	102605	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (INSIDE SALES)	1	$0.00	$0.00	$0.00
aDXRI0000017bYX	C00032	TASER 10 CERTIFICATION STANDARD PLAN	70	$349,986.00	$0.00	$349,986.00
Total				**$349,986.00**	**$0.00**	**$349,986.00**

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	C00032	TASER 10 CERTIFICATION STANDARD PLAN	70	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

3/19/2026



17800 N. 85th St., Scottsdale, Arizona 85255 * 480-991-0797 * Fax 480-991-0791 * www.axon.com

January 16, 2026

To: United States state, local and municipal law enforcement agencies

Re: Sole Manufacturer Letter for Axon Enterprise, Inc.'s Conducted Electrical Weapons, on-Officer Cameras, and Evidence.com Data Management Solutions

Axon Enterprise, Inc. (Axon), is the sole manufacturer for TASER brand energy weapons and Axon brand products. Axon is also the sole distributor of all Axon brand products in the USA and the sole distributor of all TASER brand products in the States of AR, CT, DE, FL, GA, HI, IA, IL, IN, KS, LA, MA, MD, ME, MN, MO, MS, NC, ND, NE, NH, NJ, NY, OK, OR, PA, RI, SC, SD, VA, VI, VT, WI, WV, and the District of Columbia. Axon is also the sole developer and offeror of the Evidence.com data management services.[1]

TASER Energy Weapon Descriptions

TASER 10 Energy Weapon

- Multi-shot energy weapon
- Detachable magazine holding 10 TASER 10 Cartridges
- 45-foot (13.7-meter) range
- High-efficiency flashlight
- Green LASER sight
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous selector switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 10 Cartridges only

TASER 7 Energy Weapon

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence services

[1] Evidence.com is both a division of Axon and a data management product solution offered by Axon. Evidence.com is not a separate corporate entity.

- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

TASER 7 CQ Energy Weapon

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

X2 Energy Weapon

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Axon Evidence services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER Smart Cartridges only

X26P Energy Weapon

- High efficiency flashlight
- Red LASER (used for target acquisition)

- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Axon Evidence services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

TASER Brand Energy Weapon Model Numbers

1. Energy Weapons:
   - TASER 10 Models: 100390, 100391
   - TASER 10 Inert Device Model: 100392
   - TASER 7 Models: 20008, 20009, 20010, and 20011
   - TASER 7 CQ Models 20213, 20214
   - TASER X2 Models: 22002 and 22003
   - TASER X26P Models: 11002 and 11003

2. Optional Extended Warranties for Energy Weapons:
   - TASER 7 – 4-year extended warranty, item number 20040
   - X2 – 4-year extended warranty, item number 22014
   - X26P – 2-year extended warranty, item number 11008
   - X26P – 4-year extended warranty, item number 11004

3. TASER 10 Magazines
   - TASER 10 live duty magazine (black), item number 100393
   - TASER 10 Hook and Loop Training (HALT) magazine (blue), item number 100394
   - TASER 10 live training magazine (purple), item number 100395
   - TASER 10 inert training magazine (red), item number 100396

4. TASER 10 Cartridges (compatible with the TASER 10, required for this energy weapon to function in the probe deployment mode)
   - TASER 10 live cartridge, item number 100399
   - TASER 10 HALT cartridge, item number 10400

- TASER 10 inert cartridge, item number 100401

5. TASER 7 Cartridges (compatible with the TASER 7; required for this energy weapon to function in the probe deployment mode)
   - Standoff cartridge, 3.5 degrees, Model 20012
   - Close Quarter cartridge, 12 degrees, Model 20013

6. TASER standard cartridges (compatible with the X26P; required for this energy weapon to function in the probe deployment mode):
   - 15-foot Model: 34200
   - 21-foot Model: 44200
   - 21-foot non-conductive Model: 44205
   - 25-foot Model: 44203
   - 35-foot Model: 44206

7. TASER Smart Cartridges (compatible with the X2; required for this energy weapon to function in the probe deployment mode):
   - 15-foot Model: 22150
   - 25-foot Model: 22151
   - 25-foot inert simulation Model: 22155
   - 25-foot non-conductive Model: 22157
   - 35-foot Model: 22152
   - Inert Smart Cartridge Model: 22153

8. Power Modules for TASER 7 and TASER 10 energy weapons:
   - Tactical battery pack Model 22018
   - Compact battery pack Model 22019
   - Non-Rechargeable battery pack Model 22020
   - Disconnect battery pack Model 20027 (currently only for the TASER 7 energy weapon)

9. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.
   - TASER CAM HD replacement battery Model: 26764
   - TASER CAM HD Download Kit Model: 26762
   - TASER CAM HD optional 4-year extended warranty, item number 26763

10. TASER Weapons Dock, used with TASER 7 and TASER 10 battery packs:
    - TASER Weapons Dock Core and Multi-bay Module: 74200
    - TASER Weapons Dock Core and Single-bay Module: 74201
    - TASER Weapons Dock Single Bay Dataport: 74208

11. Power Modules (Battery Packs) for X26P and X2 energy weapons:
    - Performance Power Magazine (PPM) Model: 22010
    - Tactical Performance Power Magazine (TPPM) Model: 22012
    - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
    - eXtended Performance Power Magazine (XPPM) Model: 11010
    - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
    - Axon Signal Performance Power Magazine (SPPM) Model: 70116

12. TASER Dataport Download Kits:
    - Dataport Download Kit for the X2 and X26P Model: 22013

13. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023

14. TASER Simulation Suit II Model 44550

Axon Digital Evidence Solution Description

Axon Body 4 Video Camera (DVR)

- Improved, 160-degree field of view
- Upgraded sensor provides sharper, more detailed images
- Full-shift battery, even when using Axon Respond real-time services
- Bi-directional communications with Watch Me button allowing support teams to view wearer's footage. (Requires Axon Respond)
- Real-time support allows wearer to view user locations on live maps, receive alerts, and view live streams. (Requires Axon Respond location services)
- Faster recharging
- Optional point-of-view (Flex POV) camera module
- Thirteen-hour battery
- Up to 120-second buffering period to record footage before pressing the record button
- Simplified registration

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- "Find my camera" feature
- Verbal transcription with Axon Records (coming soon)
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens. 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to two-minute buffering period to record footage before pressing record button

- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 2 Camera

- High-definition video system with wide field of view, zoom, infrared for the back seat and wireless microphone integration
- Intuitive mobile data terminal app, Axon View XL, for quick tagging, uploads and more on the fly
- Ability to efficiently categorize, play back and share all video alongside other digital files on Axon Evidence
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Best-in-class install times and quick remote troubleshooting
- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit

Axon Fleet Camera

- In-car camera with the technological advantages of the Axon Body 2 camera
- Flexible mount that enables pointing the camera in multiple directions
- Automatic transition from buffering to event mode in an emergency vehicle equipped with the Axon Signal Unit

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected.
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 N0.60950-I-07+AI:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within 7 days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search seven fields in addition to five category-based fields, create cases for multiple evidence files

Axon Evidence for Prosecutors

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Axon Capture Application

- Free app for IOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Commander Services

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application

- Free app for IOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



Axon Brand Model Numbers

1. Axon Body 4 Cameras:
   - Axon Body 4 Camera Model: 100147
   - Axon Body 4 Flex POV Module Model: 100200
2. Axon Body 3 Camera Model: 73202
3. Axon Flex 2 Cameras:
   - Axon Flex 2 Camera (online) Model: 11528
   - Axon Flex 2 Camera (offline) Model: 11529
4. Axon Flex 2 Controller Model: 11532
5. Axon Flex 2 USB Sync Cable Model: 11534
6. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48″ (1.2 m)
7. Axon Flex 2 Camera Mounts:
   - Oakley Flak Jacket Kit Model: 11544
   - Collar Mount Model: 11545
   - Oakley Clip Model: 11554
   - Epaulette Mount Model: 11546
   - Ballcap Mount Model: 11547
   - Ballistic Vest Mount Model: 11555
   - Universal Helmet Mount Model: 11548
8. Axon Body 2 Camera Model: 74001
9. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
   - Z-Bracket, Men's, Axon RapidLock Model: 74018
   - Z-Bracket, Women's Axon RapidLock Model: 74019
   - Magnet, Flexible, Axon RapidLock Model: 74020
   - Magnet, Outerwear, Axon RapidLock Model: 74021
   - Small Pocket, 4″ (10.1 cm), Axon RapidLock Model: 74022
   - Large Pocket, 6″ (15.2 cm), Axon RapidLock Model: 74023
   - MOLLE Mount, Single, Axon RapidLock Model: 11507
   - MOLLE Mount, Double, Axon RapidLock Model: 11508
   - Belt Clip Mount, Axon RapidLock Model: 11509
10. Axon Fleet 3 Camera
    - High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
    - High-definition Interior Camera with infrared illumination for back seat view in complete darkness
    - Wireless Mic and Charging Base for capturing audio when outside of vehicle
    - Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
    - Automatic transition from Buffering to Event mode with configurable Signals
    - Video Recall records last 24 hours of each camera in case camera not activated for an event
    - Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more

- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Axon Evidence
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Prioritized upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Aware live stream, alerts, and location updates for situational awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search

11. Axon Fleet 2 Camera
    - High-definition video system with wide field of view, zoom, infrared for the back seat and wireless microphone integration
    - Intuitive mobile data terminal app, Axon View XL, for quick tagging, uploads and more on the fly
    - Ability to efficiently categorize, play back and share all video alongside other digital files on Axon Evidence
    - Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
    - Best-in-class install times and quick remote troubleshooting
    - Fully integrated with Axon Evidence services and Axon devices
    - Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
    - Immediate upload to Axon Evidence of critical event videos via 4G/LTE
    - Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM).
    - Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit

12. Axon Fleet Camera
    - Axon Fleet 2 Front Camera: 71079
    - Axon Fleet 2 Front Camera Mount: 71080
    - Axon Fleet 2 Rear Camera: 71081
    - Axon Fleet 2 Rear Camera Controller: 71082
    - Axon Fleet 2 Rear Camera Controller Mount: 71083
    - Axon Fleet Battery System: 74024
    - Axon Fleet Bluetooth Dongle: 74027
    - Axon Fleet 3 Dual View Camera: 72000
    - Axon Fleet 3 Interior Camera: 72037
    - Axon Fleet Hub: 72010

13. Axon Signal Unit Model: 70112

14. Axon Dock Models:
    - Axon Dock – Individual Bay and Core for Axon Flex 2 Model: 11536
    - Axon Dock – 6-Bay and Core for Axon Flex 2 Model: 11537
    - Individual Bay for Axon Flex 2 Model: 11538
    - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
    - Wall Mount Bracket Assembly for Axon Dock: 70033
    - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
    - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
    - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
    - Axon Dock – 1-Bay for Axon Body 3 Model: 71104

- Axon Dock – 8-Bay for Axon Body 3 Model: 74210

TASER Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Respond, and Axon Records Core.
3. **Officer Safety Plan 7 Plus**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **Officer Safety Plan 7 Plus Premium**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.
5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
6. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
7. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
8. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
9. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.
10. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
11. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
12. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
13. **Officer Safety Plan 10**: Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),[2] Axon Evidence, unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, and Axon Respond.
14. **Officer Safety Plan 10 Plus**: Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),[2] Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (3), third-party video

[2] Axon Body 3 or Axon Body 4 & Axon Dock (for cameras) hardware purchased separately. Includes two Axon camera upgrades and one camera dock upgrade, which apply to 5-year contracts only.

storage (100 GB), third-party video playback, and Axon Records.

15. **Officer Safety Plan 10 Premium**: Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),[3] Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (unlimited), third-party video storage (100 GB), third-party video playback, Axon Records, Axon VR training, Axon Auto-Transcribe, and My90 by Axon.
16. **TASER 10 Basic:** Pays for the TASER 10 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
17. **TASER 10 Certification:** Pays for TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
18. **TASER 10 Certification with Virtual Reality (VR):** Pays for the TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
19. **Axon Core:** Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
20. **Axon Core+**: Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
21. **Corrections Officer Safety Plan**: Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
22. **Corrections Post OSP**: Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



Josh Isner
President
Axon Enterprise, Inc.

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, AXON, Axon, Axon Auto-Transcribe, Axon Body, Axon Capture, Axon Citizen, Axon Commander, Axon Evidence, Axon Fleet, Axon Flex, Axon Interview, Axon Records, Axon Respond, Axon Signal, Axon Standards, Axon View, My90, X2, X26P, TASER 7, TASER 10, TASER, and are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2026 Axon Enterprise, Inc.

[3] Axon Body 3 or Axon Body 4 & Axon Dock (for cameras) hardware purchased separately. Includes two Axon camera upgrades and one camera dock upgrade, which apply to 5-year contracts only.

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Donna Osmon - Senior Administrative Assistant, dosmon@columbiatn.gov, (931) 560-1472

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE PURCHASE OF A BURN BOX AND CERTIFICATION TRAINING FROM AIRBURNERS IN THE AMOUNT OF $213,862.53 UTILIZING GSA CONTRACT NO. 47QMCA20D004T

RECOMMENDATION: Approve.

INFORMATION: Public Works has used a grinding service in the past for all brush collected within the city limits, and initially requested the purchase of a burn box in the 2027 fiscal year budget. Due to the added brush volume from the January 2026 ice storm and March 2026 tornado, this burn box will need to be purchased before the 2027 fiscal year. AirBurners, Inc. has GSA Contract Number 47QMCA20D004T for a 2026 Air Burner Model S223 and Ash Rake. Public Works wishes to utilize this GSA contract for the purchase of this air burner and certification training in the amount of $213,862.53.

CERTIFICATION: The Chief Financial Officer certifies that $213,862.53 will be proposed in Capital Projects – Sanitation - Machinery and Equipment.

ATTACHMENTS: Staff Report, AirBurners Documents.

Proforma Quote

DATE April 7th, 2026

Our Reference # Training0226

Mobile Phone: 772-349-2394

AIR BURNERS, INC.
4390 SW Cargo Way
Palm City, FL 34990 USA
Phone 772-220-7303
www.AirBurners.com

Bill To:
City of Columbia
110 Santa Fe Pike, Columbia, TN 38401, USA

Ship To:
City of Columbia
110 Santa Fe Pike, Columbia, TN 38401, USA

Phone	Jeff Riggins (931) 334-4303	
Email	jriggins@columbiatn.gov	

FOB POINT	SHIP DATE ARO	SHIP VIA	PAYMENT TERMS
Palm City, FL	ASAP	SERVICE	Note 1

ITEM	QUANTITY	DESCRIPTION	P/N	UNIT PRICE $	AMOUNT $
1	1	Two day in-person Training Certificiation w/ Starter Kit 5000-2991Starter kit includes (1) In-person training certification course, (1) PM service pack, (1) Thermal Ceramic patch compound, (1) lighting torch		8,995.00	8,995.00
			TOTAL DELIVERED TO DESTINATION AREA		**$ 8,995.00**

NOTES:

Note 1 Payment due before machine ships.

Note 2 *Virtual training is also available at $3,995*. Please also see: https://airburners.com/support/operator-training-and-certification/

Note 3 The prices stated in this Quotation are valid for 30 days.

https://www.airburners.com/ab-operator_training.htm

We thank you for the opportunity to be of service!

Triston Morris
North American Sales

Signature

Date

Approved as to Legal Form:

Jake Hubbell, City Attorney

AirBurners

Proforma Invoice

DATE 7-Apr-2026

Our Reference # S2230226GSA

Serial #

GSA Contract Number
47QMCA20D004T

AIR BURNERS, INC.
4390 SW Cargo Way
Palm City, FL 34990 USA
Phone 772-220-7303

Bill To:

City of Columbia
110 Santa Fe Pike, Columbia, TN 38401, USA

Ship To:
City of Columbia
110 Santa Fe Pike, Columbia, TN 38401, USA

Phone	Jeff Riggins (931) 334-4303
Email	jriggins@columbiatn.gov

FOB POINT	SHIP DATE	SHIP VIA	PAYMENT TERMS
Palm City, FL	ASAP	Truck	See Note 1

ITEM	QUANTITY	DESCRIPTION	P/N		AMOUNT USD
1	1	2026 Air Burner Model S223 Four-cylinder 74 hp Turbo Diesel Engine; Does not require DEF; Emissions certified U.S. EPA Tier 4F; Engine mounted fluid coupling (automatic clutch);	S223	$ 195,017.53	$ 195,017.53
2	1	S223 Ash Rake	5000-2546	$ 9,850.00	$ 9,850.00
3	LOT	Estimated Trucking by Common Carrier (See Notes 1 & 2)	Service	Included	Included
				SUBTOTAL	$ 204,867.53
				TOTAL DELIVERED TO DESTINATION AREA	**$ 204,867.53**

NOTES:

Note 1 Payment Terms: US $'s only, Signed Quote or Purchase Order to begin production, payment in full due prior to shipment.

Note 2 "The S223 will be shipped as standard load on a Common Carrier Truck. Unloading cost, if any, at destination is not included in Line Item 3 and is to the account of Buyer.

Note 3 The optional ash rake implement with universal quick disconnect face-plate for Skidsteer, Bobcat, etc. will travel inside the FireBox.

Note 4 The prices stated in this Quotation are valid for 30 days.

Note 5 The published specifications for the S223 apply. Please, see www.airburners.com .

We thank you for the opportunity to be of service!

Triston Morris
North American Sales

_____
Signature

_____
Date

Approved as to Legal Form:

Jake Hubbell, City Attorney

Air Burners, Inc.
Standard Terms and Conditions of Sale and Delivery

1. **General.** In these terms and conditions of sale, Air Burners, Inc. is referred to as "Seller" and the party to whom Seller's quotation is addressed is referred to as "Buyer". All sales of Seller are subject to the following terms and conditions. Any purchase order or other communication from Buyer that contains terms and conditions in addition to or inconsistent with the following will not be binding upon Seller unless acceptance of those terms and conditions is made in writing by an authorized representative of Seller. Failure of Seller to object to provisions contained in any purchase order or other communication from Buyer will not be construed as a waiver of these terms and conditions nor an acceptance of any such provisions. Seller's quotation, these terms and conditions and Seller's order acknowledgment constitute the entire agreement between Buyer and Seller with respect to the sale of Seller's products, and supersede all oral and written proposals, representations, understandings and agreements previously made or existing with respect to the sale of Seller's products. Seller's quotation, these terms and conditions and Seller's order acknowledgment are governed by and must be construed according to the laws of the State of Florida without reference to the laws of any other jurisdiction. Any action or proceeding relating to the sale of Seller's products must be commenced and will remain in Florida Circuit Court, 19th Circuit, or in the United States District Court for the Southern District of Florida.

2. **Quotations.** Written quotations automatically expire 30 days from the date issued unless otherwise specified in the quotation. A verbal quotation expires on the day that it was made. All quotations are subject to the terms and conditions of Seller's regular form of order acknowledgment and these terms and conditions. All quotations, to be binding, must list the actual quantities required and be signed by Seller.

3. **Acceptance of Orders.** Orders become effective only when accepted by Seller's written order acknowledgment. To avoid delay, new Buyers should include credit information or references with their first order, or remit cash. Transportation costs must not be deducted from the selling price.

4. **Proprietary Information.** All proprietary design and manufacturing know-how and/or trade secrets or formulae or product information including, without limitation, all improvements, developments or modifications ("Intellectual Property") is and at all times shall remain owned by the Seller and Buyer will have no right to use such Intellectual Property.

5. **Cancellation.** If Buyer cancels or repudiates Buyer's obligations under an order, or Seller terminates its performance because of Buyer's failure to perform in accordance with the these terms and conditions, Buyer shall pay to Seller at Seller's option (a) the price of the products covered by the order, (b) damages equal to the profit (including reasonable overhead) which Seller would have received had Buyer fully performed, or, (c) 25% of the price of such products as liquidated damages, plus, in the case of special orders, Seller's expense, if any, incurred prior to receipt by Seller of notice of non-acceptance, rejection, repudiation or cancellation by Buyer or termination by Seller, in connection with providing special services, purchasing special supplies and the like.

6. **Delay.** Shipping dates are estimated. If the Buyer delays in supplying information necessary to proceed with an order, the estimated date of shipment may be extended by Seller accordingly. Seller is not liable for late shipments. Any penalty clause for failure to meet shipment dates is not binding upon Seller unless specifically approved in writing by an officer of Seller. If Buyer causes a delay in shipment, Seller may invoice Buyer and hold the products at Buyer's risk, cost and expense pending Buyer's instructions.

7. **Payment.** If satisfactory credit is established with Seller, terms of payment are fifty percent (50%) due at the time of order, and the balance due prior to Seller shipping the goods unless separate payment terms are set forth in the purchase order or quotation. If Buyer defaults in any payments when due, Seller reserves the right to defer delivery or cancel the order, without prejudice to its other lawful remedies. In the event Seller engages the services of an attorney to collect such overdue amounts, Buyer agrees to pay the attorney's fees and disbursements. Seller reserves the right to ship its order and make collection by sight draft with bill of lading attached or on a C.O.D. basis or any other terms. A finance charge of the lesser of (a) 1½% per month, which is an annual percentage rate of 18% or (b) the highest rate permissible under applicable law, will be charged on all past due accounts.

8. **Taxes and Other Charges.** Buyer will pay any retailer's occupation tax, use tax, sales tax, duty, custom inspection or testing fee, or any other tax, fee or charge of any nature whatsoever, imposed by any government authority, on or measured by any transaction between Seller and Buyer.

9. **Freight; Title and Risk of Loss.** Unless otherwise specified in writing, all prices quoted are F.O.B. Seller's warehouse, no freight allowed. Title and risk of loss pass to Buyer upon delivery to carrier.

10. **Acceptance and Return of Products.** Buyer's receipt of any products delivered hereunder shall be an unqualified acceptance of, and a waiver by Buyer of its right to make any claim with respect to such product unless Buyer gives Seller notice of claim within one (1) day after receipt. Buyer must obtain authorization and shipping instructions from Seller before returning any products. All defective products must be returned by Buyer, freight prepaid.

11. **Warranty.** All goods will be subject to Seller's Limited Warranty in effect at the time of delivery, copies of which are available to Buyer upon request.

12. **Limitation of Liability.** Seller will not be liable for damages to products, other property or persons due to improper use, storage or use after recommended time. SELLER WILL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY SPECIAL, CONTINGENT, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE. Seller's liability with respect to a claim for any other damages arising out of or connected with the sale, purchase, non-delivery, use or performance of any product sold by Seller will in no event exceed the price paid for the product. Any claim by Buyer or any third party related to any products sold hereunder must be brought within one (1) year of the date of sale of the products giving rise to such claim.

13. **Force Majeure.** Seller shall not be liable for its failure to perform hereunder if said performance is made impracticable due to any occurrence beyond its control, including without limitation acts of God, fires, floods, wars, sabotage, accidents, labor disputes or shortages, governmental laws, ordinances, rules and regulations, whether valid or invalid (including, but not limited to, priorities, requisitions, allocations, and price adjustments), inability to obtain raw material, equipment or transportation, and any other similar or different occurrence. Seller shall have the right to omit during the period of such occurrence all or any portion of the quantity deliverable during such period, whereupon the total quantity deliverable hereunder shall be reduced by the quantity so omitted. In no event shall Seller be obligated to purchase material from others in order to enable it to deliver material to Buyer.

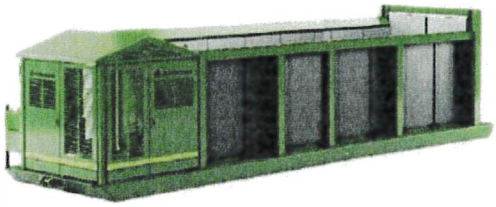
14. **Indemnification.** If Seller is made a party to any proceeding, action or arbitration related to or arising out of the manufacture, sale or use of any products, on the basis of breach of warranty, negligence, strict liability, tort or otherwise, by Buyer, or any persons deriving title from Buyer, or any third party, unless it shall be determined that Seller was solely and grossly negligent or solely at fault, then Buyer will indemnify and hold Seller harmless for all damages, costs and expenses in connection with such proceeding, action or arbitration, including attorney's fees.

15. **Termination; Other Provisions.** These terms may not be modified or amended except by an agreement duly signed by the parties. Buyer may not assign any of its rights under these terms without the prior written consent of Seller. Any assignment of these terms shall be void and be grounds for immediate termination of any obligation of Seller to Buyer. Seller may also immediately terminate any obligation to Buyer if: Buyer fails to make any payment by the due date or to accept delivery of any products ready for delivery; any petition or proceeding shall be filed or instituted by or against Buyer under any bankruptcy, reorganization or similar law; Buyer becomes insolvent or unable to pay its debts as they mature or suspends its operations; or Seller has reasonable grounds for insecurity as to Buyer's performance of its obligations to Seller, and Buyer fails to provide Seller adequate assurance of Buyer's performance within 30 days of Seller's demand. No failure by Seller to enforce at any time any provision of these terms shall be construed as a waiver of Seller's right to act or to enforce each and every provision of these terms. In the event of breach by Buyer of any provision of these terms, Buyer's cancellation of this contract, or termination by Seller of its obligations in accordance with the terms of these terms, and without limitation of any other rights and remedies of Seller, Seller may retain any deposit provided by Buyer or draw on any letter of credit issued to Seller. In any proceeding by Seller to enforce these terms and conditions, Seller will be entitled to recover from Buyer Seller's reasonable attorneys' fees and costs.

AirBurners

S223

FIREBOX SPECIFICATIONS



MADE IN THE USA

General: A self-contained above ground Air Curtain Burner (FireBox or air curtain incinerator) with a refractory lined burn-container for portable and stationary applications. Designed for the environmentally friendly high temperature reduction of clean wood waste in forestry, agriculture, land clearing, at landfills, transfer stations, etc. in compliance with the requirements of US EPA 40CFR60.

Shipped from the factory completely assembled ready for immediate use and does not require disassembly for relocation. The FireBox is also used for disaster recovery and Department of Homeland Security (FEMA) contingencies. Electrically powered FireBox (S223E) also available.

1	Power	Four-cylinder 74 hp Turbo Diesel Engine, HATZ 4H50TIC or equivalent engine; Does not require DEF; Emissions certified U.S. EPA Tier 4F; Engine mounted fluid coupling (automatic clutch); Option: Three-cylinder 49 hp Turbo Diesel Engine, HATZ 3H50TIC.
2	Burn Container (FireBox)	4 in. (102 mm) thick refractory wall panels filled with proprietary thermal ceramic material; Two full height refractory rear doors; Two ignition holes; Firebox open to the ground.
3	Safety Systems	Engine over temperature shut down; Loss of cooling fluid shutdown; Loss of oil pressure shutdown; Front deck security enclosure.
4	Instrument Panel	MBW electronic engine control with preset throttle settings: key switch, tachometer, hour meter, fuel gauge, oil pressure and water temperature and safety shutdown features.
5	Air Supply	Custom heavy duty air fan.
6	Fuel Tank	58 gal. (220 L) minimum fuel tank capacity.
7	Transportation & Set-up	Shipped completely assembled; Ready for immediate use; Lifting pads provided for crane lifting; Unit can be dragged onsite on its skids.
8	Options	Ash clean-out rake with standard universal quick disconnect for *Skidsteer* or *Bobcat*.
9	Average Through-put	7-9 t/hr. (Average – See Note).
10	Fuel Consumption	Approx. 2 gal./hr. (7.6 L/hr.) Ultra-low sulfur (ULSD) Diesel fuel (ULSD).
11	Weight	40,350 lb. (18,300 kg)
12	Dimensions	Overall Size L × W × H: 33' 3" × 8' 6" × 8' 6" (10.2 m × 2.6 m × 2.6 m); Fire Box L × W × H: 22' 11" × 6' 2" × 7' 1" (7 m × 1.9 m × 2.2 m)

Note: Achievable through-put depends on several variables, especially the nature of the wood waste feedstock, the firebox temperature and the loading rate. All weights and dimensions are approximate and metric conversions are rounded. Specifications are subject to change without notice. The FireBox is offered for the reduction of clean wood waste. For detailed operating instructions and safety precautions, refer to the S200 Operating Manual.

GSA

AIR BURNERS, INC.
4390 SW Cargo Way • Palm City, FL 34990
Phone 772-220-7303
E-mail: info@airburners.com • www.AirBurners.com
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Rev. 02.27.2024

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Phone 772-220-7303
Fax 772-220-7302
Email: info@AirBurners.com
www.AirBurners.com

Air Burners, Inc.

Domestic and International

Bank Wire Transfer Instructions (EFT information)

Account Holder:	Air Burners, Inc.
ABA #:	063114030
Swift Code #:	CSBKUS33 (for International EFT only)
Account #:	150051001
Bank Name:	South State Bank
Bank Address:	1101 First Street South Winter Haven, Florida 33880
Bank Phone #:	863-291-3900
Remit Funds:	Air Burners, Inc. 4390 SW Cargo Way Palm City, Florida 34990

Revised 6/29/2020

Limited Warranty
Air Curtain Burners

Equipment of our manufacture ("Equipment") is warranted against defects in workmanship and materials under normal use for a period of one (1) year from date of shipment from the factory or from the date of shipment from an authorized distributor of Air Burners, Inc. ("Air Burners"), if that the Equipment is unused and re-sold within two years from the date it was first shipped from the factory to the distributor, provided the purchaser shall have given Air Burners written notice of any such defect during such one (1) year period, immediately upon discovery by the purchaser thereof.

THE WARRANTY PROVIDED HEREUNDER IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY AIR BURNERS WITH RESPECT TO THE EQUIPMENT. AIR BURNERS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NO IMPLIED WARRANTY SHALL ARISE FROM A COURSE OF DEALING OR USAGE OF TRADE. NO REPRESENTATIVE OF AIR BURNERS IS AUTHORIZED TO GIVE OR MAKE ANY OTHER REPRESENTATION OR WARRANTY OR MODIFY THE FOREGOING WARRANTY.

The obligation of Air Burners under this warranty shall be limited to replacing or repairing any defective parts. The cost of labor for repairs under warranty shall only be included if repairs are completed (at Air Burners' direction) at Air Burners' factory. Air Burners' obligations shall not include any transportation charges with respect to any Equipment or any part thereof or replacement part therefore, to or from any location, or the costs of installation. Any such labor costs, not covered hereby, or transportation costs are the responsibility of the purchaser and Air Burners may require the purchaser to prepay them as a condition to Air Burners' performance hereunder.

The warranty is transferrable during the warranty period, provided the subsequent purchaser has registered its purchase with Air Burners in writing.

This warranty shall not apply to any Equipment: (1) that has been repaired or altered by anyone other than Air Burners' authorized service personnel; (2) that has been subject to misuse or abuse, improper maintenance or installation or careless handling; (3) that is not operated in accordance with Air Burners' written instructions or operating manual as provided by Air Burners from time to time; (4) has been operated beyond the rated capacity of the Equipment; or (5) that is a non-standard customized optional component. Without limiting any other provision of this warranty, this warranty shall not apply to any Equipment failure or defect caused (a) by the operation of any Trench Burner Equipment other than at an "open pit" as described in the operating manual, or (b) corrosion or fire.

Air Burners will not be responsible for any direct, indirect, consequential, exemplary or special damages of any kind. The remedies set for herein are exclusive and the maximum liability of Air Burners for breach of the warranty or breach of any contract relating to the Equipment, or under any other theory, shall not exceed the price of the defective part or parts that give rise to the claim.

WARRANTY PROCEDURE

Contact Air Burners for ALL warranty related issues. Air Burners' obligations under this warranty shall not apply to the following items as applicable to your machine (Equipment): engine (motor), power take-off, tires and battery, as they are subject to a separate manufacturer's warranty. Air Burners will process and coordinate any such claim, and at the time of purchase your information has been recorded for these additional warranties. (See reverse side of this page).

Air Burners, Inc.
4390 SW Cargo Way, Palm City, Florida 34990
PH (772) 220-7303
Email: support@airburners.com

Rev. 06.24.2024

7

GENERAL SERVICES ADMINISTRATION

AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

AIR BURNERS, INC.

CONTRACT NUMBER: 47QMCA20D004T

CONTRACT PERIOD: 11/07/2019 through 11/06/2029

MULTIPLE AWARD SCHEDULE (MAS) (MOD PO-0024)

Industrial Products

SIN 333120 – Street Repair and Cleaning Equipment and Attachments

CLEARING EQUIPMENT

Forestry/Agriculture Wood Waste Disposal and Land Clearing Equipment:
Including Biomass Conversion and Biochar Production from Unwanted Wood
NAICS Code 333120 - Construction Machinery Manufacturing

CONTRACTOR:

Air Burners, Inc.
4390 SW Cargo Way
Palm City, FL, 34990-5577
Tel: (772) 220-7303
Web: www.airburners.com

CONTRACT ADMINSTRATOR:

Michael Schmitt
Director of Sales
4390 SW Cargo Way
Palm City, FL, 34990-5577
Tel: (772) 220-7303
mschmitt@airburners.com

BUSINESS SIZE: Small Business

Online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: GSAAdvantage.gov. For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov. Prices Shown Herein are Net (discount deducted).

Contractor Information

1a. **TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs):** *SIN 333120 - Street Repair and Cleaning Equipment and Attachments (Specifically: CLEARING EQUIPMENT - Forestry/Agriculture Wood Waste Disposal and Land Clearing Equipment: Including Biomass Conversion and Biochar Production from Unwanted Wood)*

1b. **LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH AWARDED SIN:** *T24: $98,536.16*

1c. **HOURLY RATES (Services only):** *Not Applicable*

2. **MAXIMUM ORDER THRESHOLD:** *$1,000,000*

3. **MINIMUM ORDER THRESHOLD:** *$100.00*

4. **GEOGRAPHIC COVERAGE:** *Worldwide*

5. **POINT(S) OF PRODUCTION:** *Palm City, FL*

6. **DISCOUNT FROM BEST MARKET RATE:** *GSA Net Prices are as set forth in the contractor's GSA Advantage! electronic catalog. The negotiated discounts have been applied and the Industrial Funding Fee (IFF) has been included.*

7. **QUANTITY DISCOUNT(S):** *None*

8. **PROMPT PAYMENT TERMS:** *Net 30. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.*

9. **Foreign items (list items by country of origin):** *None*

10a. **TIME OF DELIVERY:** *95 days.*

10b. **EXPEDITED DELIVERY:** *Not Available*

10c. **OVERNIGHT AND 2-DAY DELIVERY:** *Not Available*

10d. **URGENT REQUIRMENTS:** *Agencies can contact the Contractor's representative to effect a faster delivery. Customers are encouraged to contact the Contractor for the purpose of requesting accelerated delivery.*

11. **FOB POINT:** *Destination, Contiguous United States (D-CONUS/O-AK, PR, HI)*

12a. **ORDERING ADDRESS:** *Air Burners, Inc.*
ATTN: Michael Schmitt
Director of Sales
4390 SW Cargo Way
Palm City, FL 34990 -5577

12b. **ORDERING PROCEDURES:** *Ordering Activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Homepage (www.gsa.gov).*

13. **PAYMENT ADDRESS:** *Air Burners, Inc.*
ATTN: Michael Schmitt
4390 SW Cargo Way
Palm City, FL 3490-5577

14. **WARRANTY PROVISION:** *Standard Commercial*

15. **EXPORT PACKING CHARGES:** *None*

16. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** *Not Applicable*

17. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** *Not Applicable*

18a. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** *Not Applicable*

18b. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** *Same as Above*

19. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** *Not Applicable*

20. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** *Not Applicable*

21. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** *Not Applicable*

22a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g., recycled content, energy efficiency, and/or reduced pollutants):** *Not Applicable*

22b. **SECTION 508 COMPLIANCE FOR ELECTRONIC AND INFORMATION TECHNOLOGY (EIT):** *Compliant. The EIT standards can be found at: www.Section508.gov/.*

23. **UEI:** *JR2QFLMF4CG5*

24. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** *Contractor has an active registration in the System for Award Management (SAM) database.*

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT
Liz Bermudez, Executive Secretary, lbermudez@columbiatn.gov 931.560.1510

AGENDA ITEM TITLE: REQUEST FROM COLUMBIA POWER AND WATER SYSTEM TO WAIVE FEES ASSOCIATED WITH THE NEW WATER TREATMENT PLANT FOR THE LONG-TERM WATER SUPPLY PROJECT

RECOMMENDATION: Approve.

INFORMATION: City Council has been asked to waive the approximate $1,300,000 in fees associated with the construction of the new Water Treatment Plant for the long-term water supply project.

CERTIFICATION:

ATTACHMENTS: Staff Report.

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Liz Bermudez, Executive Secretary, lbermudez@columbiatn.gov 931.560.1510

AGENDA ITEM TITLE: RESOLUTION NO. 26-29 - A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF WATER SYSTEM REVENUE INDEBTEDNESS, PROVIDING FOR THE COLLECTION AND DISPOSITION OF REVENUES FROM THE WATER SYSTEM OF THE CITY OF COLUMBIA, TENNESSEE, MAKING PROVISION FOR THE OPERATION OF SAID SYSTEM, AND AUTHORIZING THE RETIREMENT OF THE CITY'S OUTSTANDING WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2021.

RECOMMENDATION: Approve Resolution No. 26-29.

INFORMATION: Resolution No. 26-29 governs the terms of all senior lien water revenue debt. These include existing Truist notes as well as pending funding from WIFIA, SRF, and any bonds issued for the project. In addition, the resolution authorizes the prepayment/discharge of the CPWS 2021 water bonds.

ATTACHMENTS: Staff Report, Resolution No. 26-29.

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF WATER SYSTEM REVENUE INDEBTEDNESS, PROVIDING FOR THE COLLECTION AND DISPOSITION OF REVENUES FROM THE WATER SYSTEM OF THE CITY OF COLUMBIA, TENNESSEE, MAKING PROVISION FOR THE OPERATION OF SAID SYSTEM, AND AUTHORIZING THE RETIREMENT OF THE CITY'S OUTSTANDING WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2021.

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NOW, THEREFORE, be it resolved by the City Council of the City of Columbia, Tennessee, as follows:

ARTICLE I
DEFINITIONS AND STATUTORY AUTHORITY

SECTION 101. Definitions.

The following terms shall, for all purposes of this Resolution, have the following meanings:

Account or Accounts shall mean, as the case may be, each or all of the accounts established in Section 502(a).

Accountant's Certificate shall mean a certificate signed by an independent certified public accountant of recognized national standing or a firm of certified public accountants of recognized national standing, selected by the City or the Board, who may be the accountant or firm of accountants who regularly audit the books of the City relating to the System.

Accreted Value shall mean, as of any date of computation with respect to any Capital Appreciation Bond, an amount equal to the principal amount of such Bond plus the interest accrued on such Bond from the date of original issuance of such Bond to the periodic date specified in the Supplemental Resolution authorizing such Capital Appreciation Bond on which interest on such Bond is to be compounded (hereinafter, a "**Periodic Compounding Date**") next preceding the date of computation or the date of computation if a Periodic Compounding Date, such interest to accrue at the interest rate per annum of the Capital Appreciation Bonds, compounded periodically on each Periodic Compounding Date, plus, if such date of computation shall not be a Periodic Compounding Date, a portion of the difference between the Accreted Value as of the immediately preceding Periodic Compounding Date (or the date of original issuance if the date of computation is prior to the first Periodic Compounding Date succeeding the date of original issuance) and the Accreted Value as of the immediately succeeding Periodic Compounding Date, calculated based upon an assumption that, unless otherwise provided in the Supplemental Resolution authorizing such Capital Appreciation Bonds, Accreted Value accrues in equal daily amounts on the basis of a year consisting of twelve 30-day months.

Acquired System shall mean any waterworks intake, treatment, transmission and/or distribution system hereafter acquired by the City pursuant to the Act.

Act shall mean, collectively, Sections 9-21-101, *et seq.* and 7-34-101, *et seq.*, Tennessee Code Annotated, as amended.

Additionally Secured Series shall mean a Series of Bonds for which the payment of the principal or Redemption Price, if any, of, and interest on, the Bonds of such Series shall be secured, in addition to the pledge created pursuant to Section 501(a) hereof in favor of all of the Bonds, by amounts on deposit in a separate subaccount to be designated therefor in a Bond Reserve Account.

Annual Budget shall mean the annual budget or budgets of the System, as amended or supplemented, adopted or in effect for a particular Fiscal Year as provided in Section 708.

Appreciated Value shall mean, with respect to any Deferred Income Bond, (i) as of any date of computation prior to the Current Interest Commencement Date with respect to such Deferred Income Bond, an amount equal to the principal amount of such Bond plus the interest accrued on such Bond from the date of original issuance of such Bond to the periodic date specified in the Supplemental Resolution authorizing

such Deferred Income Bond on which interest on such Bond is to be compounded (hereinafter, a "**Periodic Compounding Date**") next preceding the date of computation or the date of computation if a Periodic Compounding Date, such interest to accrue at the interest rate per annum of the Deferred Income Bonds, compounded periodically on each Periodic Compounding Date, plus, if such date of computation shall not be a Periodic Compounding Date, a portion of the difference between the Appreciated Value as of the immediately preceding Periodic Compounding Date (or the date of original issuance if the date of computation is prior to the first Periodic Compounding Date succeeding the date of original issuance) and the Appreciated Value as of the immediately succeeding Periodic Compounding Date, calculated based upon an assumption that, unless otherwise provided in the Supplemental Resolution authorizing such Deferred Income Bonds, Appreciated Value accrues in equal daily amounts on the basis of a year consisting of twelve 30-day months and (ii) as of any date of computation on and after the Current Interest Commencement Date, the Appreciated Value shall mean the principal amount and accrued interest on such Deferred Income Bond.

Authorized Finance Officer shall mean the Chief Financial Officer of the City and the Chief Financial Officer of the Board, or either of them.

Balloon Date means any date of a Principal Installment or any date on which a Holder may elect to have Balloon Obligations redeemed, prepaid, purchased directly or indirectly by the City or the Board, or otherwise paid, in a Balloon Year.

Balloon Obligations means any Series of Bonds, at the date of its issuance, 25% or more of the Principal Installments of which is due or may be required to be paid in any 12-month period; provided that, in calculating the principal amount of such Bonds due or required to be redeemed, prepaid, purchased, or otherwise paid in any 12-month period, such principal amount shall be reduced to the extent that all or any portion of such amount is required to be redeemed or amortized prior to such 12-month period.

Balloon Year means any 12-month period in which more than 25% of the original principal amount of related Balloon Obligations mature or are subject to mandatory redemption or could, at the option of the holders thereof, be required to be redeemed, prepaid, purchased directly or indirectly by the City, or otherwise paid.

Board shall mean the Board of Public Utilities of the City, which does business as Columbia Power and Water Systems and operates the System. In the event the City elects to operate the System other than through the Board, all references herein to the Board shall be deemed instead to refer to the City.

Bonds shall mean any bonds, notes, loan agreements or other obligations or evidences of indebtedness, as the case may be, authenticated and delivered under and Outstanding pursuant to this Resolution, and that are payable from and secured a pledge of and lien on the Pledged Collateral on a first and senior basis, superior to the pledge of and lien on Revenues (as part of the Pledged Collateral) in favor of the Subordinated Indebtedness.

Bond Account shall mean the Bond Account of the Debt Service Fund established in Section 502(a).

Bond Registrar shall mean the officer of the City, such transfer agent duly registered pursuant to the Securities Exchange Act of 1934, as amended (or successor provision of law), or such bank or trust company organized under the laws of the United States of America or of any State of the United States of America or national banking association, located within or without the State of Tennessee, appointed by the City to perform the duties of Bond Registrar enumerated in Section 703 with respect to one or more Series of Bonds.

Bond Reserve Account shall mean the Bond Reserve Account of the Debt Service Fund established in Section 502(a).

Book-Entry Bond shall mean a Bond authorized to be issued to, and issued to and, except as provided in Section 309(d), restricted to being registered in the name of, a Securities Depository for the participants in such Securities Depository or the beneficial owners of such Bond.

Capital Appreciation Bonds shall mean any Bonds issued under this Resolution as to which interest is (a) compounded periodically on dates that are specified in the Supplemental Resolution authorizing such Capital Appreciation Bonds and (b) payable only at the maturity, earlier redemption or other payment thereof pursuant to this Resolution or the Supplemental Resolution authorizing such Capital Appreciation Bonds.

Capitalized Interest Account shall mean the Capitalized Interest Account established within the Construction Fund in Section 502(a).

Certified Interest Rate shall mean, as of any date of determination:

(a) with respect to Bonds that were or will be, at the date of the original issuance thereof, the subject of a Counsel's Opinion to the effect that the interest thereon is excluded from gross income for federal income tax purposes pursuant to Section 103 of the Code, a rate of interest equal to the average of the Variable Rate Tax-Exempt Index for the five (5) years preceding such date of determination; and

(b) with respect to Bonds that were not and will not be, at the date of the original issuance thereof, the subject of a Counsel's Opinion to the effect that the interest thereon is excluded from gross income for federal income tax purposes pursuant to Section 103 of the Code, a rate of interest equal to the average of the Variable Rate Taxable Index for the five (5) years preceding such date of determination.

Charter shall mean the Charter of the City, as amended from time to time.

City shall mean the City of Columbia, Tennessee.

City Council shall mean the City Council of the City.

City Recorder shall mean the duly appointed and acting City Recorder of the City or any other person lawfully acting in the capacity of City Recorder when the appointed City Recorder is unavailable or incapable of acting.

Code shall mean the Internal Revenue Code of 1986, as amended, or any successor, and the applicable regulations (including final, temporary and proposed) promulgated by the United States Department of the Treasury thereunder, including Treasury Regulations issued pursuant to Sections 103 and 141 through 150, inclusive, of said Internal Revenue Code of 1986.

Commitment, when used with respect to Balloon Obligations, shall mean a binding written commitment from a financial institution, surety, or insurance company to refinance such Balloon Obligations on or prior to any Balloon Date thereof, including without limitation any Credit Facility for such Balloon Obligations.

Construction Fund shall mean the Construction Fund established in Section 502(a).

Consultant shall mean a firm of engineers, accountants or water system consultants of national reputation for advising municipalities with respect to the setting of rates and charges for the use of water systems, as selected by an Authorized Finance Officer.

Consulting Engineer shall mean the engineer or engineering firm or corporation, if any, retained by the Board to perform the acts and carry out the duties provided for such Consulting Engineer in this Resolution. In the event that the Board shall retain an engineer or engineering firm or corporation as aforesaid, such engineer or engineering firm or corporation shall have a nationwide and favorable reputation for skill and experience in such work.

Contracts means all Credit Facility Agreements, including any Reimbursement Obligations, and all Qualified Hedge Agreements.

Costs shall mean any and all costs permitted to be financed by applicable Tennessee law through the issuance of a Series of Bonds.

Counsel's Opinion shall mean an opinion signed by an attorney or firm of attorneys of recognized standing in the field of law relating to municipal bonds (who may be counsel to the City) selected by the City and/or the Board.

Credit Facility means any letter of credit, insurance policy, guaranty, surety bond, standby bond purchase agreement, line of credit, revolving credit agreement, or similar obligation, arrangement or instrument (other than a Reserve Fund Credit Facility) issued by a bank, insurance company, or any entity that is used by the City to perform one or more of the following tasks: (i) enhancing the City's credit by assuring owners of any of the Bonds that principal of and interest on such Bonds will be paid promptly when due; (ii) providing liquidity for the owners of Bonds through undertaking to cause Bonds to be bought from the owners thereof when submitted pursuant to an arrangement prescribed by a Supplemental Resolution; or (iii) remarketing any Bonds so submitted to the Credit Issuer (whether or not the same Credit Issuer is remarketing the Bonds).

Credit Facility Agreement means an agreement between the City and a Credit Issuer pursuant to which the Credit Issuer issues a Credit Facility.

Credit Issuer means any issuer of a Credit Facility then in effect for all or part of the Bonds.

Current Interest Commencement Date shall mean, with respect to any particular Deferred Income Bonds, the date specified in the Supplemental Resolution authorizing such Deferred Income Bonds (which date must be prior to the maturity date for such Deferred Income Bonds) after which interest accruing on such Deferred Income Bonds shall be payable periodically on dates specified in such Supplemental Resolution, with the first such payment date being the first such periodic date immediately succeeding such Current Interest Commencement Date.

Date of Issuance shall mean, with respect to any Series of Bonds, the date upon which such Bonds are or have been authenticated and delivered by the Bond Registrar therefor.

Debt Service Fund shall mean the Debt Service Fund established in Section 502(a).

Debt Service Requirement shall mean:

(a) with respect to the Subordinated Indebtedness, the total principal and interest accruing in any specified period.

(b) with respect to the Bonds, the total Principal Installments and interest accruing in any specified period, provided that:

(i) If any Bonds Outstanding or proposed to be issued shall bear interest at a different rate or rates upon an Event of a Default and no Event of Default is then-existing with respect to such Bonds or would be existing for any proposed Bonds if then-issued, then the interest coming due for such Bonds in any specified future period may be determined as if no Event of Default exists or will exist.

(ii) If any Bonds Outstanding or proposed to be issued shall bear interest at a Variable Rate, including Hedged Obligations if the interest thereon calculated as set forth below is expected to vary and including Bonds secured by a Credit Facility if the interest thereon calculated as set forth below is expected to vary, the interest coming due in any specified future period shall be determined as if the Variable Rate in effect at all times during such future period equaled, at the option of the City, (1) the average of the actual Variable Rates which were in effect (weighted according to the length of the period during which each such Variable Rate was in effect) for the most recent 12-month period immediately preceding the date of calculation for which such information is available (or shorter period if such information is not available for a 12-month period), or (2) the Certified Interest Rate.

(iii) With respect to Drawdown Bonds, for the purpose of determining the Debt Service Requirement therefor for purposes of Section 202, the Principal Installments for such Drawdown Bonds shall be calculated based on the maximum amount of principal that may be drawn under such Drawdown Bonds, whether or not so drawn, plus, if applicable, any capitalized interest added or projected to be added to such maximum principal amount in accordance with the Supplemental Resolutions authorizing such Drawdown Bonds; provided, however, that if the City or the Board shall have made an irrevocable determination, as evidenced by resolution or certificate of the City or the Board, on or after the Date of Issuance of a Drawdown Bond, to draw down less than the full principal amount available to be drawn under such Drawdown Bond, then the Debt Service Requirement for such Drawdown Bond shall be calculated based on such lesser principal amount.

(iv) With respect to any Bonds secured by a Credit Facility, the Debt Service Requirement therefor shall include (1) any commission or commitment fee obligations with respect to such Credit Facility, (2) the outstanding and unpaid amount of any Reimbursement Obligation and interest thereon, (3) any additional interest owed on Bonds which have been purchased by a Credit Issuer pursuant to a Credit Facility Agreement to the extent not included in clause (2) of this paragraph, and (4) any remarketing agent fees. In determining the amounts described in this paragraph for any future period, the City (A) may assume that any Credit Facility presently in effect will remain in effect even if such Credit Facility has an expiration date prior to the maturity of the related Bonds and (B) may assume that the current payments relating to the Credit Facility will remain in effect or may estimate such payments in the future provided that the City obtains a certificate from a Financial Advisor that such estimates are reasonable.

(v) With respect to any Hedged Obligations, the interest on such Hedged Obligations during any Hedge Period and for so long as the provider of the related Hedge Agreement has not defaulted on its payment obligations thereunder shall be calculated by adding (x) the amount of interest payable by the City on such Hedged Obligations pursuant to their terms and (y) the amount of Hedge Payments payable by the City under the related

Hedge Agreement and subtracting (z) the amount of Hedge Receipts payable by the provider of the related Hedge Agreement at the rate specified in the related Hedge Agreement; provided, however, that to the extent that the provider of any Hedge Agreement is in default thereunder, the amount of interest payable by the City on the related Hedged Obligations shall be the interest calculated as if such Hedge Agreement had not been executed. In determining the amount of Hedge Payments or Hedge Receipts that are not fixed throughout the Hedge Period (i.e., which are variable), payable or receivable for any future period, such Hedge Payments or Hedge Receipts for any period of calculation (the "**Determination Period**") shall be computed by assuming that the variables comprising the calculation (e.g., indices) applicable to the Determination Period are equal to the average of the actual variables which were in effect (weighted according to the length of the period during which each such variable was in effect) for the most recent 12-month period immediately preceding the date of calculation for which such information is available (or shorter period if such information is not available for a 12-month period).

(vi) For the purpose of calculating the Debt Service Requirement on Balloon Obligations (1) which are subject to a Commitment or (2) which do not have a Balloon Year commencing within 12 months from the date of calculation or (3) which are issued in anticipation of the issuance of Bonds that are not Balloon Obligations or (4) which are issued pursuant to a Supplemental Resolution which contemplates that the principal of Bonds tendered for payment at the option of the holder thereof prior to the stated maturity of such Bonds will be paid from the proceeds of the remarketing of such tendered Bonds (or from the issuance of new Bonds authorized by such Supplemental Resolution), at the option of the City, the actual principal and interest on such Balloon Obligations shall be included in the Debt Service Requirement, subject to the other assumptions contained herein, or such Balloon Obligations shall be assumed to be amortized in substantially equal annual amounts to be paid for principal and interest over an assumed amortization period of 30 years from the date of such calculation at an assumed interest rate (which shall be the interest rate certified by a Financial Advisor to be the interest rate at which the City could reasonably expect to borrow the same amount by issuing Bonds with the same priority of lien as such Balloon Obligations and with a 30-year term). For the purpose of calculating the Debt Service Requirement on Balloon Obligations not described in the preceding sentence, the principal payable on such Bonds during the Balloon Year shall be calculated as if paid on the Balloon Date.

(vii) The principal and interest portions of the Accreted Value of Capital Appreciation Bonds or the Appreciated Value of Deferred Income Bonds (prior to the applicable Current Interest Commencement Date for such Deferred Income Bond) shall be included in the calculation of Debt Service Requirement in the manner prescribed in Section 207(a).

(viii) Interest on Bonds shall be excluded from the determination of Debt Service Requirement to the extent amounts on deposit in the Capitalized Interest Account of the Construction Fund are scheduled to be applied thereto during such period.

(ix) Scheduled interest payments on Tax Credit Bonds during any period shall be reduced to reflect Tax Credit Payments attributable to such scheduled interest payments.

(c) For purposes of calculating the accrual of Principal Installments and interest on the Bonds, (i) Principal Installments of a Series will be deemed to accrue daily in equal amounts from the preceding Principal Installment date for such Series (but in no event shall any accrual be made

for any Principal Installment more than one year prior to the due date of such Principal Installment or from the Date of Issuance of Bonds of such Series, whichever date is later); (ii) each fixed payment obligation (other than Principal Installments) will be deemed to accrue daily in equal amounts from the preceding relevant payment obligation date (but in no event more than one year prior to such payment obligation date or the initial incurrence of the payment obligation, whichever is later); and (iii) principal and interest portions of the Accreted Value of Capital Appreciation Bonds or the Appreciated Value of Deferred Income Bonds shall accrue in the manner provided in Section 207(a).

Debt Service Reserve Requirement shall mean, with respect to each separate subaccount in a Bond Reserve Account, the amount specified in the Supplemental Resolution establishing such subaccount.

Defaulted Interest shall have the meaning given to such term in Section 308.

Defeasance Securities shall mean, unless otherwise provided with respect to the Bonds of a Series in the Supplemental Resolution authorizing such Bonds, such securities as are described by applicable provisions of Tennessee law as permitted to be acquired for the purpose of providing for the refunding of outstanding debt service obligations.

Deferred Income Bonds shall mean any Bonds issued under this Resolution as to which interest accruing prior to the Current Interest Commencement Date is (i) compounded periodically on dates specified in the Supplemental Resolution authorizing such Deferred Income Bonds and (ii) payable only at the maturity, earlier redemption or other payment thereof pursuant to this Resolution or the Supplemental Resolution authorizing such Deferred Income Bonds.

Depository shall mean any bank, trust company, national banking association, savings and loan association, savings bank or other banking association or state or federal agency selected by the City as a depository of moneys and securities held under the provisions of this Resolution.

Drawdown Bond shall mean any Bond, the proceeds of which may be disbursed over a period of time after issuance of the Bond. For purposes of determining the rights of Holders of Outstanding Bonds under this Resolution, a Drawdown Bond shall be deemed to be Outstanding in a principal amount equal to the full principal amount available to be disbursed pursuant to the terms of such Drawdown Bond, plus, if applicable, any capitalized interest added or projected to be added to such principal amount in accordance with the Supplemental Resolution authorizing such Drawdown Bond, if and to the extent such Drawdown Bond may be deemed "Outstanding" as defined in this Section 101, whether or not any proceeds of such Drawdown Bond shall have been disbursed, except that (i) if the City or the Board shall have made an irrevocable determination, as evidenced by resolution or certificate of the City or the Board, on or after the Date of Issuance of a Drawdown Bond, to draw down less than the full principal amount available to be drawn under such Drawdown Bond, then such Drawdown Bond shall be deemed to be Outstanding, if and to the extent applicable, in such lesser principal amount (plus, if applicable, any capitalized interest added or projected to be added to such lesser principal amount in accordance with the Supplemental Resolution authorizing such Drawdown Bond) and (ii) notwithstanding anything herein to the contrary, for purposes of determining the Holders of Outstanding Bonds who may exercise remedies upon an Event of a Default as provided in Article VIII, a Drawdown Bond shall be deemed to be Outstanding in a principal amount equal to the actual principal amount disbursed pursuant to such Drawdown Bond, plus, if applicable, any capitalized interest added to such actual principal amount in accordance with the Supplemental Resolution authorizing such Drawdown Bond.

Escrow Agent shall mean, with respect to the refunding or defeasance of any particular Bond or Bonds at any one time, the entity with which moneys or investments shall be deposited in trust for the

Holders of such Bond or Bonds to be refunded or defeased, and who shall agree, through an appropriate agreement with the City, to perform the duties of Escrow Agent with respect to such Bond or Bonds as provided in this Resolution or the Supplemental Resolution authorizing the Series of which such Bond or Bonds are a part.

Event of Default shall have the meaning given to such term in Section 801.

Fiduciary or Fiduciaries shall mean the Bond Registrars, the Paying Agents, any Escrow Agent in respect of the refunding or defeasance of Bonds, or any or all of them, as may be appropriate.

Financial Advisor shall mean an investment banking or financial advisory firm, commercial bank, or any other person who or which is retained by the City or the Board for the purpose of passing on questions relating to the availability and terms of specified types of bonds or the financial condition or operation of the System and is actively engaged in and, in the good faith opinion of the City or Board, as applicable, has a favorable reputation for skill and experience in providing financial advisory services of the type with respect to which the Financial Advisor has been retained.

Fiscal Year shall mean the 12-month period established by the City Council or provided by law from time to time as the fiscal year for the System, and which, as of the date of adoption of this Resolution, is the 12 month period commencing on July 1 of any year and ending on June 30 of the following year.

Fund or **Funds** shall mean, as the case may be, each or all of the Funds established in Section 502.

Hedge Agreement means, without limitation, (i) any contract known as or referred to or which performs the function of an interest rate swap agreement, currency swap agreement, forward payment conversion agreement, or futures contract; (ii) any contract providing for payments based on levels of, or changes or differences in, interest rates, currency exchange rates, or stock or other indices; (iii) any contract to exchange cash flows or payments or series of payments; (iv) any type of contract called, or designed to perform the function of, interest rate floors, collars, or caps, options, puts, or calls, to hedge or minimize any type of financial risk, including, without limitation, payment, currency, rate, or other financial risk; and (v) any other type of contract or arrangement that the City determines is to be used, or is intended to be used, to manage or reduce the cost of any Bonds, to convert any element of any Bonds from one form to another, to maximize or increase investment return, to minimize investment return risk, or to protect against any type of financial risk or uncertainty.

Hedge Payments means amounts payable by the City pursuant to any Hedge Agreement, other than Termination Payments.

Hedge Receipts means amounts payable by any provider of a Hedge Agreement pursuant to such Hedge Agreement, other than Termination Payments.

Hedge Period means the period during which a Hedge Agreement is in effect.

Hedged Obligations means any Bonds with respect to which the City shall have entered into a Qualified Hedge Agreement.

Holder shall mean any person who shall be the registered owner of any Bond or Bonds.

Initial Capital Improvement Project shall mean those System capital improvement projects described more fully in Exhibit A hereto.

Investment Securities shall mean and include any securities which are legal investments for monies of the System, as prescribed by applicable provisions of Tennessee law.

Mayor shall mean the duly elected and acting Mayor of the City or any person lawfully acting in the capacity of Mayor when the elected Mayor is unavailable or incapable of acting.

Net Revenues shall mean, for any period, the Revenues during such period, minus the Operation and Maintenance Expenses during such period.

Operation and Maintenance Expenses shall mean the current expenses, paid or accrued, of operation, maintenance and repair of the System, including administration costs, as calculated in accordance with generally accepted accounting principles. Notwithstanding the foregoing, Operation and Maintenance Expenses shall not include payments in lieu of taxes or interest on any bonds, notes or other obligations of the System or any reserve for renewals or replacements or any allowance for depreciation or amortization, and there shall be included in Operation and Maintenance Expenses only that portion of the total administrative, general and other expenses of the City and the Board which are properly allocable to the System.

Outstanding shall mean, as of any date, Bonds theretofore or thereupon being authenticated and delivered under this Resolution except:

(a) Bonds cancelled (or, in the case of Book-Entry Bonds, to the extent provided in Section 309(f), portions thereof deemed to have been cancelled) by the Bond Registrar therefor at or prior to such date;

(b) Bonds (or portions of Bonds) for the payment or redemption of which moneys, equal to the principal amount or Redemption Price thereof, as the case may be, with interest to the date of maturity or redemption date, shall be held in trust under this Resolution and set aside for such payment or redemption (whether at or prior to the maturity or redemption date), provided that if such Bonds (or portions of Bonds) are to be redeemed, notice of such redemption shall have been given as provided in Article IV or in the Supplemental Resolution authorizing the Series of which such Bonds are a part or provision shall have been made for the giving of such notice;

(c) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to Article III or Section 405 or 1106 unless proof satisfactory to the City is presented that any such Bonds are held by a bona fide purchaser in due course; and

(d) Bonds (or, in the case of Book-Entry Bonds, to the extent provided in Section 309(h), portions thereof) deemed to have been paid as provided in Section 1201 or in the Supplemental Resolution authorizing the Series of which such Bonds are a part.

Paying Agent shall mean an officer of the City, a transfer agent duly registered pursuant to the Securities Exchange Act of 1934, as amended, or a bank or trust company organized under the laws of any state of the United States of America or a national banking association appointed to act in such capacity hereunder.

Pledged Collateral shall mean the Revenues and amounts on deposit in all Funds and Accounts established by this Resolution (other than the Bond Reserve Accounts and the Tax Credit Payment Accounts within the Debt Service Fund).

Principal Installment shall mean, as of any date of calculation and with respect to any Series, so long as any Bonds thereof are Outstanding, the principal amount of Bonds of such Series due on a certain future date, whether at stated maturity or as a result of mandatory redemption requirements, or which may, at the option of the holders thereof, be required to be redeemed, prepaid, purchased or otherwise paid, as set forth in a Supplemental Resolution.

Project Account shall mean the Project Account established within the Construction Fund in Section 502(a).

Prudent Utility Practice shall mean, in respect of any particular utility industry, any of the practices, methods and acts which, in the exercise of reasonable judgment, in light of the facts, including but not limited to the practices, methods and acts engaged in or approved by a significant portion of such utility industry prior thereto, known at the time the decision was made, would have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. It is recognized that Prudent Utility Practice is not intended to be limited to the optimum practice or act to the exclusion of all others, but rather is a spectrum of possible practices, methods or acts which could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition.

Qualified Hedge Agreement means any Hedge Agreement with a Qualified Hedge Provider.

Qualified Hedge Provider means an entity whose senior unsecured long term obligations, financial program rating, counterparty rating, or claims paying ability, or whose payment obligations under the related Hedge Agreement are absolutely and unconditionally guaranteed or insured or collateralized by an entity whose senior unsecured long term obligations, financial program rating, counterparty rating, or claims paying ability, is sufficient to satisfy applicable Tennessee law, including any rating requirements promulgated by the Comptroller of the State of Tennessee or his designee.

Rating means a rating in one of the categories by a Rating Agency, disregarding pluses, minuses, and numerical gradations.

Rating Agencies or **Rating Agency** means any nationally recognized credit rating agency.

Redemption Price shall mean, with respect to any Bond, the principal amount thereof plus the applicable premium, if any, payable upon redemption thereof pursuant to such Bond or a Supplemental Resolution.

Refunding Bonds shall mean Bonds authenticated and delivered pursuant to Section 204, and all Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article III or Section 405 or Section 1106.

Regular Record Date shall have the meaning given to such term in Section 308.

Reimbursement Obligation means the obligation of the City to directly reimburse any Credit Issuer for amounts paid by such Credit Issuer under a Credit Facility, whether or not such obligation to so reimburse is evidenced by a promissory note or other similar instrument.

Reserve Fund Credit Facility means a municipal bond insurance policy, surety bond, letter of credit, line of credit, guarantee or other agreement which provides for payment of amounts equal to all or any portion of the Debt Service Reserve Requirement.

Resolution shall mean this resolution, sometimes referred to herein as the "Water System Revenue Bond Resolution", as from time to time amended or supplemented by Supplemental Resolutions in accordance with the terms hereof.

Revenue Fund shall mean the Revenue Fund established in Section 502(a).

Revenues shall mean (a) all revenues, income, rents, service fees and receipts properly allocable to the System resulting from ownership and operation of the System, excluding any customer deposits or other deposits subject to refund, unless such deposits have become property of the City, (b) the proceeds of any insurance covering business interruption loss relating to the System and (c) interest received or to be received on any moneys or securities held in any of the funds or accounts established by this Resolution, with the exception of (i) moneys held in the Construction Fund or any account thereof and (ii) moneys held in the Bond Reserve Accounts during any period in which the investment earnings thereon are directed by Supplemental Resolution to the Construction Fund or an account thereof. "Revenues" shall not include any Tax Credit Payments, grant proceeds or, except as set forth in (b) above, insurance proceeds. If so determined by the City Council, "Revenues" shall not include any revenues, income, rents, service fees or receipts received by the City or the Board from the operation of an Acquired System, and any debt obligations issued in connection with such Acquired System shall not be payable from or secured by Revenues.

Securities Depository shall mean, with respect to a Book-Entry Bond, the person, association or corporation specified in the Supplemental Resolution authorizing the Bonds of the Series of which such Book-Entry Bond is a part to serve as the securities depository for such Book-Entry Bond, or its nominee, and its successor or successors and any other person, firm, association or corporation which may at any time be substituted in its place pursuant to this Resolution or such Supplemental Resolution.

Series shall mean that portion of the Bonds authenticated and delivered in a single transaction and identified pursuant to the Supplemental Resolution authorizing such Bonds as a separate Series of Bonds, regardless of variations in maturity, interest rate or other provisions, together with any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article III or Section 405 or Section 1106.

Special Record Date shall have the meaning given to such term in Section 308.

Subordinated Indebtedness shall mean any bonds, notes, loan agreements or other evidences of indebtedness issued from time to time and payable from and, if applicable, secured by a pledge of and lien on Revenues on a basis subordinate to the pledge of and lien on Revenues (as part of the Pledged Collateral) in favor of the Bonds.

Supplemental Resolution shall mean any resolution supplemental to or amendatory of this Resolution adopted by the City in accordance with Article X hereof.

Surplus Fund shall mean the Surplus Fund established in Section 502(a).

System shall mean each and every part of the water system of the City that shall be owned and operated by the City, through the Board, for water supply, transmission, treatment and/or distribution now existing and hereafter acquired by lease, contract, purchase or otherwise or constructed, including any interest or participation of the City or the Board in any facilities in connection with said system, together with all additions, betterments, extensions and improvements to said system or any part thereof hereafter constructed or acquired and together with all lands, easements, licenses and rights of way and all other works, property or structures and contract rights and other tangible and intangible assets now or hereafter

owned or used in connection with or related to said System. At the election of the City Council, "System" may include an Acquired System; provided, however, and notwithstanding anything herein to the contrary, "System" shall not include any Acquired System or other properties or interests in properties of the City (a) which the City determines shall not constitute a part of the System for the purpose of this Resolution or (b) as to which there shall be filed with the records of the City a certificate of a Consultant stating, in its opinion, that the exclusion of such properties or interests in properties from the System will not materially impair the ability of the City to comply during the current or any future Fiscal Year with the provisions of Section 710.

Tax Credit Bonds shall mean any Bonds with respect to which the City has received a Counsel's Opinion to the effect that the City is entitled to receive payments by the United States Department of the Treasury or other agency of the United States government in offset of the debt service on such Bonds.

Tax Credit Payment Account shall mean a Tax Credit Payment Account established as a subaccount of the Bond Account pursuant to Section 502(a) and 507(c).

Tax Credit Payments shall mean any amounts payable to the City by the United States Department of the Treasury or other agency of the United States government with respect to Tax Credit Bonds.

Termination Payment means an amount payable by the City or a Qualified Hedge Provider upon termination of a Qualified Hedge Agreement.

Variable Rate shall mean a rate of interest applicable to the Bonds, other than a fixed rate of interest which applies to a particular maturity of the Bonds so long as that maturity of the Bonds remains Outstanding.

Variable Rate Taxable Index shall mean such index as, at the time, is in general use as a proxy for short-term interest rates on debt obligations of state and local governments the interest on which is not excluded from gross income for federal income tax purposes, as determined by an Authorized Finance Officer; provided, however, that if multiple such indexes shall exist, then the index to be used shall be determined by an Authorized Finance Officer.

Variable Rate Tax-Exempt Index shall mean such index as, at the time, is in general use as a proxy for short-term interest rates on debt obligations of state and local governments the interest on which is excluded from gross income for federal income tax purposes, as determined by an Authorized Finance Officer; provided, however, that if multiple such indexes shall exist, then the index to be used shall be determined by an Authorized Finance Officer.

WIFIA Bonds shall mean any bonds, notes, loan agreements or other obligations or evidences of indebtedness, as the case may be, authenticated and delivered as Bonds under and Outstanding pursuant to this Resolution and issued by the City to the WIFIA Lender, pursuant to the Water Infrastructure Finance and Innovation Act of 2014, as amended, and payable from and secured by a pledge of and lien on the Pledged Collateral.

WIFIA Lender shall mean the United States Environmental Protection Agency, an agency of the United States of America, acting by and through the Administrator of the Environmental Protection Agency, including its successors and assigns, as lender to the City under, and purchaser of, any WIFIA Bond.

Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, districts, agencies and bodies.

SECTION 102. **Authority for this Resolution**. This Resolution is adopted pursuant to the provisions of the Act and all other applicable provisions of Tennessee law.

SECTION 103. **Resolution to Constitute Contract**. In consideration of the acceptance of any and all of the Bonds by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the City and the Holders from time to time of the Bonds and any Credit Issuer or Qualified Hedge Provider; and the pledges made in this Resolution and the covenants and agreements therein set forth to be performed on behalf of the City shall be, except as expressly set forth in this Resolution or in a Supplemental Resolution and subject to any limitations set forth therein, for the equal benefit, protection and security of the Holders of any and all of the Bonds and any related Credit Issuer or Qualified Hedge Provider, all of which Bonds, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or permitted by this Resolution.

ARTICLE II
ISSUANCE OF BONDS; SUBORDINATE INDEBTEDNESS; CREDIT FACILITIES AND HEDGE AGREEMENTS; DISCHARGE OF SERIES 2021 BONDS

SECTION 201. **Authorization of Bonds**. The City is hereby authorized to issue from time to time, as hereinafter provided, Bonds of the City. The aggregate principal amount of the Bonds which may be executed, authenticated and delivered under this Resolution is not limited except as may hereafter be provided in this Resolution or in any Supplemental Resolution or as may be limited by law.

(b) The Bonds may, if and when authorized by the City pursuant to one or more Supplemental Resolutions, be issued in one or more Series. The designation of each Series shall bear such designation as the City may determine. Each Bond shall bear upon its face the designation so determined by the City for the Series to which it belongs.

(c) All Bonds and, if and to the extent applicable, related Contracts (other than Termination Payments under such related Contracts) shall be payable from and secured by a pledge of and lien on the Pledged Collateral on a parity and equality of lien with all other Bonds and, if and to the extent applicable, related Contracts (other than Termination Payments under such related Contracts). Any Termination Payments under any Contract, notwithstanding any provision herein to the contrary, shall, to the extent secured, be secured by a pledge of and lien on the Pledged Collateral on a basis subordinate to the pledge of and lien on the Pledged Collateral in favor of the Bonds and related Contracts, if any, and all Termination Payments under any Contract shall be payable solely from the Surplus Fund pursuant to Section 509.

SECTION 202. **General Provisions for Issuance of Bonds of Each Series**. When authorized pursuant to a Supplemental Resolution, the officers of the City specified in Section 303 may execute all (but not less than all) the Bonds of each Series for issuance under this Resolution and deliver such Bonds to the Bond Registrar therefor for completion, authentication and delivery. Such Bond Registrar shall authenticate and deliver such Bonds upon the order of the City, but only upon satisfaction by the City of the conditions specified in Article X of this Resolution and in the Supplemental Resolution authorizing the Series of which such Bonds are a part, and upon satisfaction by the City of the following conditions:

(i) receipt of a Counsel's Opinion to the effect that (A) the City has the right and power under applicable Tennessee law to adopt this Resolution, and this Resolution has been duly

and lawfully adopted by the City, is in full force and effect and is valid and binding upon the City in accordance with its terms, and no other authorization for this Resolution is required; (B) this Resolution creates the valid pledge which it purports to create of the Pledged Collateral and, if such Series of Bonds shall be an Additionally Secured Series, the separate subaccount in a Bond Reserve Account established for the benefit of such Bonds, subject to the provisions of this Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in this Resolution; and (C) the Bonds of such Series are valid and binding obligations of the City as provided in this Resolution and are entitled to the benefits of this Resolution and of applicable Tennessee law, and such Bonds have been duly and validly authorized and issued in accordance with applicable Tennessee law and in accordance with this Resolution. Such Opinion may take exception as to the effect of, or for restrictions or limitations imposed by or resulting from, bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights and may state that no opinion is being rendered as to the availability of any particular remedy. No opinion need be expressed as to the priority of the pledge created by this Resolution over the rights of other persons in the Pledged Collateral and, if applicable, such separate subaccount in a Bond Reserve Account;

(ii) adoption of a Supplemental Resolution authorizing such Bonds, which shall specify such terms and conditions relative to the Bonds of such Series, and such other matters relative thereto, as the City may determine and as may be required herein;

(iii) if such Series shall be an Additionally Secured Series, evidence of the funding of the subaccount within the Bond Reserve Account designated therefor in the manner prescribed by the Supplemental Resolution;

(iv) execution by an Authorized Finance Officer of a certificate stating that, upon the issuance of such Series, the City will not be in default in the performance of any of the covenants, conditions, agreements or provisions contained in this Resolution;

(v) except for the first Series of Bonds issued hereunder, either:

(1) execution by an Authorized Finance Officer of a certificate (A) setting forth the amounts of Net Revenues for any twelve (12) consecutive month period within the twenty-four (24) consecutive months immediately preceding the date of issuance of the Bonds of the Series with respect to which such certificate is being given; and (B) stating that the Net Revenues for such 12-month period were at least equal to 120% of the maximum Debt Service Requirement on the Bonds in any future Fiscal Year (calculated with respect to the Bonds of all Series then Outstanding and the Series of Bonds with respect to which such certificate is given); provided, however, that the Net Revenues for such twelve (12) month period may be adjusted for the purposes of such certificate (1) to reflect for such period, revisions in the rates, fees, rentals and other charges of the City for the services of the System made after the commencement of such period and preceding the Date of Issuance of the Series of Bonds with respect to which such certificate is given; (2) to reflect an expected increase in Net Revenues due to an already authorized rate, fee, rental or charge increase that will go into effect subsequent to the Date of Issuance of the Series of Bonds with respect to which such certificate is given, as certified by a Consultant or an appropriate officer of the City or Board; (3) to reflect any increase in Net Revenues due to any new facilities of the System having been placed into use and operation subsequent to the commencement of such period and prior to the Date of Issuance of such Bonds, as certified by a Consultant or an appropriate officer of the City or Board; (4) to include an amount equal to the average annual contribution to Net Revenues for the first three (3) full

Fiscal Years commencing after the date of acquisition of any Acquired System expected to be placed into use and operation as part of the System within two (2) years of the Date of Issuance of such Bonds, as certified by a Consultant or an appropriate officer of the City or Board, or to include the anticipated Net Revenues from an Acquired System if the City has a contract to purchase or otherwise acquire an Acquired System that will become part of the System (and such Acquired System has not been excluded from the System and the Revenues as contemplated in the definition of "Revenues" and "System" in this Resolution); and (5) to include the anticipated Net Revenues from a contract to furnish services of the System if the City has entered into such a contract that is not fully reflected in the historical Net Revenues of the System; or

(2) in the case of a Series of Bonds issued solely for the purpose of funding the costs of the Initial Capital Improvements Project (including related issuance costs, debt service reserves and capitalized interest, as applicable), as certified by a Consulting Engineer, receipt by the City from a Consultant of a forecast of Net Revenues for the ensuing ten Fiscal Years, which such forecast projects that Net Revenues for each Fiscal Year of the forecast period are at least equal to 120% of the Debt Service Requirement on the Bonds in such Fiscal Year, and which such forecast shall take into account (A) the implementation of previously-approved revisions in the rates, fees, rentals and other charges of the City for the services of the System, and (B) to the extent determined by the Consultant to be reasonable, the Board's projections of changes in demand for the services of the System and changes in operating revenues and expenses of the System during the forecast period; provided, however that in no event shall this subsection (2) be utilized if the sum of (x) the par amount of Bonds proposed to be issued pursuant to this subsection (2), plus (y) the par amount of any Bonds previously issued under this Resolution for purposes of funding the Initial Capital Improvements Project (regardless of whether issued under the authority of this subsection (2) or otherwise), plus (z) the net original issue premium associated with the Bonds described in (x) and (y), exceed $560,000,000.

(vi) in the case of a Series of Tax Credit Bonds, a Counsel's Opinion addressed to the City regarding the status of such Series of Bonds as Tax Credit Bonds; and

(vii) delivery of such further documents, moneys and securities as are required by the provisions of this Article II or Article X or any Supplemental Resolution adopted pursuant to Article X.

(b) All the Bonds of each Series of like maturity shall be identical in all respects, except as to interest rates, redemption provisions, denominations, numbers and letters. After the issuance of the Bonds of any Series, no Bonds of such Series shall be issued except in lieu of or in substitution for other Bonds of such Series pursuant to Article III or Section 405 or Section 1106.

(c) Notwithstanding anything herein to the contrary, (i) if requested by the WIFIA Lender in connection with a proposed issuance by the City of a WIFIA Bond or (ii) at any time that a WIFIA Bond is Outstanding, (x) the certificate required by Section 202(a)(v) above shall be executed by a Financial Advisor, Consultant or independent certified public accountant instead of an Authorized Finance Officer and (y) wherever such certificate may include adjustments to Net Revenues as certified by a Consultant or appropriate officer of the City or Board, such adjustments shall be certified by a Consultant.

SECTION 203. Bonds Other Than Refunding Bonds. One or more Series of Bonds may be issued at any time for the purpose of financing capital improvements to the System, including without limitation the acquisition of the capital assets of an Acquired System which the City Council has elected to

include as part of the System, and any and all other Costs related thereto or to the issuance of the Bonds. Bonds of each such Series shall be authenticated and delivered only upon compliance with the terms and conditions set forth in Section 202.

(b) The proceeds of each Series of Bonds authorized under this Section 203 shall be applied simultaneously with the delivery of such Bonds as provided in the Supplemental Resolution authorizing such Series; provided, however, that the City is authorized to issue Drawdown Bonds pursuant to this Resolution and to apply the proceeds thereof in accordance with the Supplemental Resolution authorizing such Drawdown Bonds.

SECTION 204. Refunding Bonds. One or more Series of Refunding Bonds may be issued at any time to refund all or any Outstanding Bonds or Subordinated Indebtedness. Refunding Bonds shall be issued in a principal amount sufficient, together with other moneys available therefor, to accomplish such refunding and to make the deposits in the Funds and Accounts under this Resolution required by the provisions of the Supplemental Resolution authorizing such Bonds or to make any deposits or payments required by any resolution authorizing Subordinate Indebtedness.

(b) In addition to the conditions set forth in Section 202, the Bonds of each Series of Refunding Bonds issued pursuant to subsection (a) of this Section 204 may be authenticated and delivered only upon the filing with the records of the City of a certificate of an Authorized Finance Officer certifying that all conditions relating to the payment or prepayment of such Bonds or Subordinated Indebtedness as set forth in the documents relating thereto have been satisfied.

(c) The proceeds, including accrued interest, of the Refunding Bonds of each Series shall be applied simultaneously with the delivery of such Bonds for the purposes of making deposits in such Funds and Accounts under this Resolution as shall be provided by the Supplemental Resolution authorizing such Series of Refunding Bonds and shall be applied to the refunding purposes thereof or to the payment or prepayment purposes thereof in the manner provided in said Supplemental Resolution.

(d) In lieu of compliance with Section 202(a)(v), Refunding Bonds may be issued to refund Outstanding Bonds (but not Subordinated Indebtedness) (i) if the refunding will constitute a refunding of all Outstanding Bonds, including the retirement of related Contracts, or (ii) upon the execution by an Authorized Finance Officer of a certificate stating that the issuance of the Refunding Bonds and the refunding of any Bonds in connection therewith will not result in an increase in the maximum Debt Service Requirement with respect to the Bonds, measured on a Fiscal Year basis.

(e) In complying with Section 202(a)(v), there shall be deleted from the calculation of maximum Debt Service Requirement the Debt Service Requirement on any Bonds being refunded by the Bonds with respect to which the certificate described in Section 202(a)(v) is being given.

SECTION 205. Credit Facilities and Hedge Agreements. The City may obtain or cause to be obtained one or more Credit Facilities providing for payment of all or a portion of the principal of, premium, if any, or interest due or to become due on such Bonds, providing for the purchase of such Bonds by the Credit Issuer, or providing funds for the purchase of such Bonds by the City. In connection therewith, the City may enter into Credit Facility Agreements with such Credit Issuers providing for, among other things, (i) the payment of fees and expenses to such Credit Issuers for the issuance of such Credit Facilities; (ii) the terms and conditions of such Credit Facilities and the Bonds affected thereby; and (iii) the security, if any, to be provided for the issuance of such Credit Facilities.

(b) The City may obtain or cause to be obtained any Credit Facility pursuant to a Credit Facility Agreement providing for Reimbursement Obligations with such adjustments to the rate of interest, method

of determining interest, maturity, or redemption provisions for such Reimbursement Obligations as are specified by the City in the applicable Supplemental Resolution. The City may in a Credit Facility Agreement agree to directly reimburse such Credit Issuer for amounts paid under the terms of such Credit Facility, together with interest thereon; provided, however, that no Reimbursement Obligation shall be created for purposes of this Resolution until amounts are paid under such Credit Facility. Any such Credit Facility shall be for the benefit of and secure such Bonds or portion thereof as specified in the applicable Supplemental Resolution. The City's obligations under a Credit Facility may be payable from and/or secured by a pledge of, and lien on, the Pledged Collateral as described Section 501, if and as set forth in a Supplemental Resolution, so long as any such pledge of, or lien on, the Pledged Collateral is not senior to the pledge of or lien on the Pledged Collateral of the Bonds secured thereby.

(c) In connection with the issuance of any Bonds or at any time thereafter so long as such Bonds remain Outstanding, the City may enter into Hedge Agreements with Qualified Hedge Providers, and no other providers, with respect to any Bonds. The City shall authorize the execution, delivery, and performance of each Qualified Hedge Agreement in a Supplemental Resolution, in which it shall designate the Bonds to which such Qualified Hedge Agreement relates. The City's obligation to pay Hedge Payments on a Qualified Hedge Agreement may be payable from and/or secured by a pledge of, and lien on, the Pledged Collateral as described in Section 501 (other than with respect to Termination Payments), if and as set forth in a Supplemental Resolution, so long as any such pledge of, or lien on, the Pledged Collateral is not senior to the pledge of or lien on the Pledged Collateral of the related Bonds.

SECTION 206. No Other Obligations; No Obligations Senior to Bonds. No obligations payable from the Pledged Collateral or any portion thereof, other than Subordinated Indebtedness, shall be issued or incurred by the City, except as set forth in this Article II. Neither the City nor the Board shall issue indebtedness or obligations of any kind or nature payable from or enjoying a lien on the Pledged Collateral, or any portion thereof, having priority over the Bonds.

SECTION 207. Special Provisions Relating to Capital Appreciation Bonds and Deferred Income Bonds.

(a) The principal and interest portions of the Accreted Value of Capital Appreciation Bonds or the Appreciated Value of Deferred Income Bonds (prior to the applicable Current Interest Commencement Date for such Deferred Income Bond) becoming due at maturity or by virtue of mandatory redemption requirements shall be included in the calculations of accrued and unpaid and accruing interest or Principal Installments made under the definitions of Debt Service Requirement only from and after the date (the "**Calculation Date**") which is one year prior to the date on which such Accreted Value or Appreciated Value, as the case may be, becomes so due, and the principal and interest portions of such Accreted Value or Appreciated Value shall be deemed to accrue in equal daily installments from the Calculation Date to such due date.

(b) For the purposes of (i) receiving payment of the Redemption Price if a Capital Appreciation Bond is redeemed prior to maturity, or (ii) receiving payment of a Capital Appreciation Bond if the principal of all Bonds is declared immediately due and payable following a default as provided in a Supplemental Resolution or Bond or (iii) computing the principal amount of Bonds held by the Holder of a Capital Appreciation Bond in giving to the City any notice, consent, request, or demand pursuant to this Resolution for any purpose whatsoever, the principal amount of a Capital Appreciation Bond shall be deemed to be its then-current Accreted Value.

(c) For the purposes of (i) receiving payment of the Redemption Price if a Deferred Income Bond is redeemed prior to maturity, or (ii) receiving payment of a Deferred Income Bond if the principal of all Bonds is declared immediately due and payable following a default as provided in a Supplemental

Resolution or Bond or (iii) computing the principal amount of Bonds held by the Holder of a Deferred Income Bond in giving to the City any notice, consent, request, or demand pursuant to this Resolution for any purpose whatsoever, the principal amount of a Deferred Income Bond shall be deemed to be its then current Appreciated Value.

SECTION 208. Discharge of Series 2021 Bonds. Notwithstanding anything herein to the contrary, no Bonds shall be issued hereunder until the City has first defeased its outstanding Water System Revenue Refunding Bonds, Series 2021 (the "Series 2021 Bonds") in accordance with the terms of the resolution of the City Council authorizing the issuance of the Series 2021 Bonds. The Board is hereby directed to cause moneys of the System to be used to defease the Series 2021 Bonds, and the officers of the City are hereby authorized and directed to take all such actions as may be necessary to cause such defeasance.

ARTICLE III
GENERAL TERMS AND PROVISIONS OF BONDS

SECTION 301. Medium of Payment; Form and Date; Letters and Numbers.

(a) The Bonds of each Series shall be payable, with respect to interest, principal and Redemption Price, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(b) Unless otherwise provided in a Supplemental Resolution, the Bonds of each Series shall be issued in the form of fully registered Bonds without coupons. The Bonds of each Series shall be in substantially the form set forth in the Supplemental Resolution authorizing the Series of which such Bonds are a part.

(c) Each Bond shall be lettered and numbered as provided in the Supplemental Resolution or Supplemental Resolutions authorizing the Series of which such Bond is a part and so as to be distinguished from every other Bond.

(d) The Bonds of each Series shall be dated the date of their authentication, except as otherwise may be provided in the Supplemental Resolution authorizing the Series of which such Bonds are a part, and shall bear interest as provided in such Supplemental Resolution.

SECTION 302. Legends. The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Resolution as may be necessary or desirable to comply with custom, the rules of any securities exchange or commission or brokerage board, or otherwise, as may be determined by the City prior to the authentication and delivery thereof.

SECTION 303. Execution and Authentication. Except as may otherwise be provided in a Supplemental Resolution, the Bonds executed and delivered on or after the effective date of this Resolution shall be executed in the name of the City by the manual or facsimile signature of the Mayor, and its corporate seal (or a facsimile thereof) shall be impressed, imprinted, engraved or otherwise reproduced thereon and attested by the manual or facsimile signature of its City Recorder, or in such other manner as may be required or permitted by the Charter and applicable law. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer before the Bonds so signed and sealed shall have been authenticated and delivered by the Bond Registrar therefor, such Bonds may, nevertheless, be authenticated and delivered as herein provided, and may be issued as if the persons who signed or sealed such Bonds had not ceased to hold such offices. Any Bond of a Series may be signed and sealed on behalf of the City by such persons as at the time of the execution of such Bonds shall be duly authorized or hold

the proper office in the City, although at the date borne by the Bonds of such Series such persons may not have been so authorized or have held such office.

(b) The Bonds of each Series shall bear thereon a certificate of authentication, in the form set forth in the Supplemental Resolution authorizing the Series of which such Bonds are a part, executed manually by the Bond Registrar therefor. Only such Bonds as shall bear thereon such certificate of authentication shall be entitled to any right or benefit under this Resolution, and no such Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Bond Registrar therefor. Such certificate of the Bond Registrar upon any Bond executed on behalf of the City shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered under this Resolution and that the Holder thereof is entitled to the benefits of this Resolution.

SECTION 304. Interchangeability of Bonds. Except as otherwise provided in a Supplemental Resolution, the Bonds, upon surrender thereof at the office of the Bond Registrar therefor with a written instrument of transfer satisfactory to such Bond Registrar, duly executed by the registered owner or its duly authorized attorney, may, at the option of the registered owner thereof, and upon payment by such registered owner of any charges which such Bond Registrar may make as provided in Section 306, be exchanged for an equal aggregate principal amount of Bonds of the same Series, maturity, interest rate and redemption provisions of any other authorized denominations.

SECTION 305. Negotiability, Transfer and Registry. Except as otherwise provided in a Supplemental Resolution, the Bonds shall be transferable only upon the books of the City, which shall be kept for such purposes at the respective offices of the Bond Registrar(s) therefor, by the registered owner thereof or by its attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to such Bond Registrar duly executed by the registered owner or its duly authorized attorney. Upon the transfer of any Bond, there shall be issued in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and Series, maturity, interest rate and redemption provisions as the surrendered Bond.

(b) The City and each Fiduciary may deem and treat the person in whose name any Bond shall be registered upon the books of the City as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if any, of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon its order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor any Fiduciary shall be affected by any notice to the contrary.

SECTION 306. Regulations with Respect to Exchanges and Transfers. In all cases in which the privilege of exchanging or transferring Bonds is exercised, the appropriate officers of the City shall execute and the Bond Registrar therefor shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All Bonds surrendered in any such exchanges or transfers shall forthwith be delivered to the Bond Registrar therefor and cancelled or retained by such Bond Registrar. For every such exchange or transfer of Bonds, the City or the Bond Registrar therefor may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. Unless otherwise provided in a Supplemental Resolution, neither the City nor the Bond Registrar therefor shall be required (a) to transfer or exchange Bonds of any Series for the period next preceding any interest payment date for the Bonds of such Series beginning with the Regular Record Date for such interest payment date and ending on such interest payment date, or for the period next preceding any date for the proposed payment of Defaulted Interest with respect to such Bonds beginning with the Special Record Date for the date of such proposed payment and ending on the date of such proposed payment, (b) to transfer or

exchange Bonds of any Series for a period beginning 15 days before the mailing of any notice of redemption and ending on the day of such mailing, or (c) to transfer or exchange any Bonds called for redemption.

SECTION 307. Bonds Mutilated, Lost, Stolen or Destroyed. If any Bond becomes mutilated or is lost, stolen or destroyed, an Authorized Finance Officer may cause to be executed and the Bond Registrar therefor shall authenticate and deliver a new Bond of like Series, date of issue, maturity date, principal amount, interest rate per annum and redemption provisions as the Bond so mutilated, lost, stolen or destroyed, provided that (a) in the case of such mutilated Bond, such Bond is first surrendered to the City, (b) in the case of any such lost, stolen or destroyed Bond, there is first furnished evidence of such loss, theft or destruction satisfactory to such Authorized Finance Officer together with indemnity satisfactory to such Authorized Finance Officer, (c) all other reasonable requirements of such Authorized Finance Officer are complied with, and (d) expenses in connection with such transaction are paid by the Holder. Any Bond surrendered for exchange shall be cancelled. Any such new Bonds issued pursuant to this Section in substitution for Bonds alleged to be lost, stolen or destroyed shall constitute original additional contractual obligations on the part of the City, whether or not the Bonds so alleged to be lost, stolen or destroyed be at any time enforceable by anyone, and shall be equally secured by, and entitled to equal and proportionate benefits with all other Bonds issued under this Resolution in, the Pledged Collateral and, if such new Bond shall be part of an Additionally Secured Series, in the amounts on deposit in the separate subaccount in the Bond Reserve Account in the Debt Service Fund established for the benefit of such Series. If any such Bond lost, stolen or destroyed shall have matured or be about to mature, instead of issuing a new Bond pursuant to this Section, an Authorized Finance Officer may cause the same to be paid, upon being indemnified as aforesaid, without surrender thereof.

SECTION 308. Payment of Interest on Bonds; Interest Rights Preserved. Interest on any Bond which is payable, and is punctually paid or duly provided for, on any interest payment date shall be paid to the person in whose name that Bond is registered at the close of business on the date (hereinafter, the "**Regular Record Date**") which is the 15th day of the calendar month next preceding such interest payment date (or such other date as may be provided in the Supplemental Resolution authorizing the Series of which such Bond is a part). Except as may otherwise be provided by Supplemental Resolution, any interest on any Bond which is payable, but is not punctually paid or duly provided for, on any interest payment date (hereinafter, "**Defaulted Interest**") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date by virtue of having been such owner; and such Defaulted Interest shall be paid by the City to the persons in whose names the Bonds are registered at the close of business on a date (hereinafter, the "**Special Record Date**") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the City shall notify the Bond Registrar therefor in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the City shall deposit with the Paying Agents an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agents for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon such Bond Registrar shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by such Bond Registrar of the notice of the proposed payment. Such Bond Registrar shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each Holder of a Bond at its address as it appears upon the registry books, not less than 10 days prior to such Special Record Date. Subject to the foregoing provisions of this Section, each Bond delivered under this Resolution upon transfer of or in exchange for or in lieu of any other Bond shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

SECTION 309. Book-Entry Bonds.

(a) Anything in this Resolution to the contrary notwithstanding, if and to the extent provided in the Supplemental Resolution authorizing the Bonds of the Series of which such Bond is a part, any Bond may be authorized and issued as a Book-Entry Bond.

(b) For all purposes of this Resolution, the Holder of a Book-Entry Bond shall be the Securities Depository therefor and neither the City nor any Fiduciary shall have any responsibility or obligation to the beneficial owner of such Bond or to any direct or indirect participant in such Securities Depository. Without limiting the generality of the foregoing, neither the City nor any Fiduciary shall have any responsibility or obligation to any such participant or to the beneficial owner of a Book-Entry Bond with respect to (i) the accuracy of the records of the Securities Depository or any participant with respect to any beneficial ownership interest in such Bond, (ii) the delivery to any participant of the Securities Depository, the beneficial owner of such Bond or any other person, other than the Securities Depository, of any notice with respect to such Bond, including any notice of the redemption thereof, or (iii) the payment to any participant of the Securities Depository, the beneficial owner of such Bond or any other person, other than the Securities Depository, of any amount with respect to the principal or Redemption Price of, or interest on, such Bond. The City and the Fiduciaries may treat the Securities Depository therefor as, and deem such Securities Depository to be, the absolute owner of a Book-Entry Bond for all purposes whatsoever, including (w) payment of the principal or Redemption Price of, and interest on, such Bond, (x) giving notices of redemption and of other matters with respect to such Bond, (y) registering transfers with respect to such Bond and (z) giving to the City any notice, consent, request or demand pursuant to this Resolution for any purpose whatsoever. The Paying Agents shall pay the principal or Redemption Price of, and interest on, a Book-Entry Bond only to or upon the order of the Securities Depository therefor, and all such payments shall be valid and effective to satisfy fully and discharge the City's obligations with respect to such principal or Redemption Price, and interest, to the extent of the sum or sums so paid. Except as otherwise provided in Section 309(d) or in any Supplemental Resolution authorizing a Book-Entry Bond, no person other than the Securities Depository shall receive a Bond or other instrument evidencing the City's obligation to make payments of the principal or Redemption Price thereof, and interest thereon.

(c) The City, in its sole discretion and without the consent of any other person, may, to the extent permitted by the rules of the applicable Securities Depository. by notice to the Bond Registrar therefor and a Securities Depository, terminate the services of such Securities Depository with respect to the Book-Entry Bonds for which such Securities Depository serves as securities depository if the City determines that (i) the Securities Depository is unable to discharge its responsibilities with respect to such Bond or (ii) a continuation of the requirement that all of the Bonds issued as Book-Entry Bonds be registered in the registration books of the City in the name of the Securities Depository, is not in the best interests of the beneficial owners of such Bonds or of the City. Additional or other terms and provisions relating to the termination or resignation of a Securities Depository may be provided in the Supplemental Resolution authorizing a Book-Entry Bond.

(d) Upon the termination of the services of a Securities Depository with respect to a Book-Entry Bond pursuant to Section 309(c)(ii), such Bond shall no longer be restricted to being registered in the registration books kept by the Bond Registrar therefor in the name of a Securities Depository. Upon the termination of the services of a Securities Depository with respect to a Book-Entry Bond pursuant to Section 309(c)(i), the City may within 90 days thereafter appoint a substitute securities depository which, in the opinion of the City, is willing and able to undertake the functions of Securities Depository under this Resolution upon reasonable and customary terms. If no such successor can be found within such period, such Book-Entry Bond shall no longer be restricted to being registered in the registration books kept by such Bond Registrar in the name of a Securities Depository. In the event that a Book-Entry Bond shall no longer be restricted to being registered in the registration books kept by such Bond Registrar in the name

of a Securities Depository, (i) the City shall execute and such Bond Registrar shall authenticate and deliver, upon presentation and surrender of the Book-Entry Bond, Bond certificates as requested by the Securities Depository so terminated of like Series, principal amount, maturity, interest rate and redemption provisions, in authorized denominations, to the identifiable beneficial owners in replacement of such beneficial owners' beneficial ownership interests in such Book-Entry Bond and (ii) the City shall notify such Bond Registrar and the Paying Agents that such Bond is no longer restricted to being registered in the registration books kept by such Bond Registrar in the name of a Securities Depository.

(e) Anything in this Resolution to the contrary notwithstanding, payment of the Redemption Price of a Book-Entry Bond, or portion thereof, called for redemption prior to maturity may be paid to the Securities Depository by check or draft mailed to the Securities Depository or by wire transfer. Anything in this Resolution to the contrary notwithstanding, such Redemption Price may be paid without presentation and surrender to the Paying Agent of the Book-Entry Bond, or portion thereof, called for redemption; provided, however, that payment of (i) the principal payable at maturity of a Book-Entry Bond and (ii) the Redemption Price of a Book-Entry Bond as to which the entire principal amount thereof has been called for redemption shall be payable only upon presentation and surrender of such Book-Entry Bond to the Paying Agent; and provided, further, that no such Redemption Price shall be so payable without presentation and surrender unless the Securities Depository therefor shall have procedures in effect that provide for the reduction, on its records, of the aggregate amount of securities (and related positions therein) held by it upon such payment without presentation and surrender. Anything in this Resolution to the contrary notwithstanding, upon any such payment to the Securities Depository without presentation and surrender, for all purposes of (x) the Book-Entry Bond as to which such payment has been made and (y) this Resolution, the unpaid principal amount of such Book-Entry Bond Outstanding shall be reduced automatically by the principal amount so paid. In such event, the Paying Agent shall notify forthwith the Bond Registrar therefor as to the particular Book-Entry Bond as to which such payment has been made, and the principal amount of such Bond so paid, and such Bond Registrar shall note such payment on the registration books of the City maintained by it, but failure to make any such notation shall not affect the automatic reduction of the principal amount of such Book-Entry Bond Outstanding as provided in this subsection.

(f) For all purposes of this Resolution authorizing or permitting the purchase of Bonds, or portions thereof, by, or for the account of, the City for cancellation, and anything in this Resolution to the contrary notwithstanding, a portion of a Book-Entry Bond may be deemed to have been purchased and cancelled without surrender thereof upon delivery to the Bond Registrar therefor of a certificate executed by the City and a participant of the Securities Depository therefor to the effect that a beneficial ownership interest in such Bond, in the principal amount stated therein, has been purchased by, or for the account of, the City through the participant of the Securities Depository executing such certificate; provided, however, that any purchase for cancellation of the entire principal amount of a Book-Entry Bond shall be effective for purposes of this Resolution only upon surrender of such Book-Entry Bond to such Bond Registrar; and provided, further, that no portion of a Book-Entry Bond may be deemed to have been so purchased and cancelled without surrender thereof unless the condition set forth in the second proviso to the second sentence of Section 309(e) shall have been satisfied. Anything in this Resolution to the contrary notwithstanding, upon delivery of any such certificate to such Bond Registrar, for all purposes of (i) the Book-Entry Bond to which such certificate relates and (ii) this Resolution, the unpaid principal amount of such Book-Entry Bond Outstanding shall be reduced automatically by the principal amount so purchased. In such event, such Bond Registrar shall note such reduction on the registration books of the City maintained by it, but failure to make any such notation shall not affect the automatic reduction of the principal amount of such Book-Entry Bond Outstanding as provided in this subsection.

(g) Anything in this Resolution to the contrary notwithstanding, a Securities Depository may make a notation on a Book-Entry Bond (i) redeemed in part or (ii) purchased by, or for the account of, the

City in part for cancellation, to reflect, for informational purposes only, the date of such redemption or purchase and the principal amount thereof redeemed or deemed cancelled, but failure to make any such notation shall not affect the automatic reduction of the principal amount of such Book-Entry Bond Outstanding as provided in Section 309(e) or (f), as the case may be.

(h) Anything in this Resolution to the contrary notwithstanding, in the case of a Book-Entry Bond, the City shall be authorized to defease, redeem or purchase (by or for the account of the City), or issue Refunding Bonds to refund, less than all of the entire Outstanding principal amount thereof (in portions thereof of $5,000 or integral multiples thereof, or such other denominations as shall be specified in the Supplemental Resolution authorizing such Book-Entry Bond), and in the event of such partial defeasance, redemption, purchase or refunding, the provisions of this Resolution relating to the defeasance, redemption, purchase or refunding of a Bond or Bonds shall be deemed to refer to the defeasance, redemption, purchase or refunding of a portion of a Bond.

SECTION 310. Cancellation and Destruction of Bonds. Except as provided in Section 309, and except as may be otherwise provided in a Supplemental Resolution providing for the issuance thereof, all Bonds paid or redeemed, either at or before maturity, shall be delivered to the Bond Registrar(s) therefor when such payment or redemption is made, and such Bonds, together with all Bonds purchased by the City and delivered to such Bond Registrar(s) for cancellation, shall thereupon promptly be cancelled (other than Book-Entry Bonds, to the extent provided in Section 309(f), that have been deemed to have been cancelled). Bonds so cancelled may at any time be destroyed by such Bond Registrar(s), who shall execute a certificate of destruction in duplicate by the signature of one of its authorized officers describing the Bonds so destroyed, and one executed certificate shall be filed with the City and the other executed certificate shall be retained by such Bond Registrar(s).

ARTICLE IV
REDEMPTION OF BONDS

SECTION 401. Privilege of Redemption and Redemption Price. Bonds subject to redemption prior to maturity pursuant to their terms or the terms of this Resolution shall be redeemable, upon notice given as provided in this Article IV, at such times, at such Redemption Prices and upon such terms, in addition to the terms contained in this Article IV, as may be specified in such Bonds or in the Supplemental Resolution authorizing the Series of which such Bonds are a part.

SECTION 402. Redemption of Bonds. Unless other requirements are specified in the applicable Supplemental Resolution, in the case of any redemption of Bonds other than a mandatory redemption, the City shall give written notice to the Bond Registrar(s) therefor and the Paying Agents of the redemption date, of the Series, and of the principal amounts of the Bonds of each maturity of such Series and of the Bonds of each interest rate within a maturity to be redeemed (which Series, maturities, interest rates within a maturity and principal amounts thereof to be redeemed shall be determined by the City in its sole discretion, subject to any limitations with respect thereto contained in this Resolution or any Supplemental Resolution authorizing the Series of which such Bonds are a part). Such notice shall be filed with such Bond Registrars and the Paying Agents for the Bonds to be redeemed at least 40 days prior to the redemption date (or such shorter period (a) as shall be specified in the Supplemental Resolution authorizing the Series of the Bonds to be redeemed or (b) as shall be acceptable to such Bond Registrars and Paying Agents). In the event a notice of redemption shall have been given as in Section 404 provided, and unless such notice shall have been revoked or shall cease to be in effect in accordance with the terms thereof, there shall be paid on or prior to the redemption date to the appropriate Paying Agents an amount which, in addition to other moneys, if any, available therefor held by such Paying Agents, will be sufficient to redeem on the redemption date at the Redemption Price thereof, plus interest accrued and unpaid to the redemption date, all of the Bonds to be redeemed.

SECTION 403. **Selection of Bonds to be Redeemed**. If less than all of the Bonds of like maturity or interest rate within a maturity of any Series shall be called for prior redemption, the particular Bonds or portions of Bonds to be redeemed shall be selected in such manner as the City in its discretion may deem fair and appropriate; provided, however, that for any Bond of a denomination of more than the minimum denomination for such Series, the portion of such Bond to be redeemed shall, unless otherwise specified in the Supplemental Resolution relating to such Series, be in a principal amount equal to such minimum denomination or an integral multiple thereof, and that, in selecting portions of such Bonds for redemption, each such Bond shall be treated as representing that number of Bonds of such minimum denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by the amount of such minimum denomination. Notwithstanding the foregoing, the Securities Depository for any Book-Entry Bonds shall select Bonds for redemption within particular maturities according to its stated procedures.

SECTION 404. **Notice of Redemption**. Except as may otherwise be provided in a Supplemental Resolution, when any Bonds shall become subject to redemption pursuant to the provisions of this Resolution or a Supplemental Resolution, the City shall give notice, or provide for the giving of notice, of the redemption of such Bonds, which notice shall specify the Series, maturities and interest rates within maturities of the Bonds to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable and, if less than all of the Bonds of any like Series, maturity and interest rate are to be redeemed the letters and numbers or other distinguishing marks of such Bonds so to be redeemed, and, in the case of Bonds to be redeemed in part only, such notice shall also specify the respective portions of the principal amount thereof to be redeemed. Such notice shall further state that on such date, if there shall be sufficient moneys available therefor, then there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portions of the principal thereof in the case of Bonds to be redeemed in part only, together with interest accrued to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable. Such notice shall be mailed by first class mail, postage prepaid, by or on behalf of the City, not less than 20 days nor more than 60 days prior to the redemption date, to the Holders of any Bonds or portions of Bonds which are to be redeemed, at their last addresses, if any, appearing upon the registry books. Failure to give notice of redemption by mail, or any defect in such notice, to the Holder of any Bond shall not affect the validity of the proceedings for the redemption of any other Bonds. Any such notice may, by Supplemental Resolution, be made conditional upon the occurrence of certain events, including without limitation the receipt of funds sufficient to make the redemption or the issuance of Bonds by the City. Notwithstanding the foregoing, a Supplemental Resolution authorizing the Bonds of a Series may specify a different method for the giving of a notice of redemption, or a different time by which such notice shall be given.

SECTION 405. **Payment of Redeemed Bonds**. Unless otherwise set forth in a Supplemental Resolution, notice having been given in the manner provided in Section 404 or in the manner provided in the Supplemental Resolution authorizing the Bonds of a Series, on the redemption date so designated, (a) unless such notice shall have been revoked or shall cease to be in effect in accordance with the terms thereof and (b) if there shall be sufficient moneys available therefor, then the Bonds or portions thereof so called for redemption shall become due and payable on such redemption date at the Redemption Price, plus interest accrued and unpaid to the redemption date, and, if presentation and surrender shall be required hereby, upon presentation and surrender thereof at the office specified in such notice, such Bonds, or portions thereof, shall be paid at the Redemption Price, plus interest accrued and unpaid to the redemption date. If there shall be drawn for redemption less than all of a Bond, if presentation and surrender thereof are required hereby, the City shall execute and the Bond Registrar shall authenticate and the Paying Agent shall deliver, upon the surrender of such Bond, without charge to the owner thereof, for the unredeemed balance of the principal amount of the Bond so surrendered, Bonds of like Series, maturity, interest rate and redemption provisions in any of the authorized denominations. If, on the redemption date, moneys for the redemption of all the

Bonds or portions thereof of any like Series, maturity and interest rate to be redeemed, together with interest to the redemption date, shall be held by the Paying Agents so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the redemption date interest on the Bonds or portions thereof of such Series, maturity and interest rate so called for redemption shall cease to accrue and become payable. If said moneys shall not be so available on the redemption date, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

ARTICLE V
ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF

SECTION 501. **The Pledges Effected by this Resolution**. The Bonds are special obligations of the City payable solely from and secured solely by the Pledged Collateral. In no event shall this Resolution constitute a pledge of the taxing power of the City to the payment of the Bonds; provided that nothing herein shall preclude the City from electing to further secure a Series of Bonds with a pledge of all or any portion of the revenues and income of the City. The Pledged Collateral is hereby pledged for the payment of the principal and Redemption Price of, and interest on, the Bonds in accordance with their terms and the provisions of this Resolution, subject only to the provisions of this Resolution requiring or permitting the application thereof for the purposes and on the terms and conditions set forth in this Resolution. The Pledged Collateral shall immediately be subject to the liens of these pledges without physical delivery thereof or further act, and the liens of these pledges shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City, without regard to whether such parties have notice thereof.

(b) There are hereby pledged, as additional security for the payment of the principal or Redemption Price, if any, of, and interest on, the Bonds of each Additionally Secured Series secured thereby, subject only to the provisions of this Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in this Resolution, amounts on deposit in a separate subaccount established in a Bond Reserve Account with respect to such Additionally Secured Series. Such amounts on deposit in such separate subaccount established in a Bond Reserve Account shall immediately be subject to the lien of this pledge without physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City, without regard to whether such parties have notice thereof.

(c) There are hereby pledged, as additional security for the payment of the principal or Redemption Price, if any, of, and interest on, any Series of Tax Credit Bonds, any Tax Credit Payments attributable to such Series of Tax Credit Bonds and all amounts on deposit in the applicable Tax Credit Payment Account in the Debt Service Fund. Such amounts on deposit in any separate Tax Credit Payment Account shall immediately be subject to the lien of this pledge without physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City, without regard to whether such parties have notice thereof.

(d) To the extent permitted by applicable law, a Supplemental Resolution may extend the pledge of the Pledged Collateral to the payment of all or a portion of the City's obligations under a Contract, provide that such obligations are payable from the Pledged Collateral, and establish the priority of the payment of such obligations (provided that no Contract payment shall be made prior to the payment of debt service on Bonds, and no Termination Payment shall be made except from the Surplus Fund), in any case subject to the requirements and limitations set forth in this Article V.

(e) Nothing contained in this Resolution shall be construed to prevent the City from acquiring, constructing or financing through the issuance of its bonds, notes or other evidences of indebtedness any

facilities which do not constitute a part of the System for the purposes of this Resolution; provided that such bonds, notes or other evidences of indebtedness shall not be payable out of or secured by the Revenues or any Fund or Account held under this Resolution and neither the cost of such facilities nor any expenditure in connection therewith or with the financing thereof shall be payable from the Revenues or from any such Fund or Account.

SECTION 502. Establishment of Funds and Accounts. The following Funds and Accounts, to be held by the Board, are hereby established:

(i) Construction Fund, which shall contain a (1) Project Account and (2) Capitalized Interest Account;

(ii) Revenue Fund;

(iii) Debt Service Fund, which shall contain the (1) Bond Account (which shall include one or more Tax Credit Payment Accounts, if applicable) and (2) Bond Reserve Account (containing one or more subaccounts as Additionally Secured Series of Bonds are issued); and

(iv) Surplus Fund.

(b) There may be established within any Fund or Account established hereunder such further accounts or subaccounts as set forth in a Supplemental Resolution or as an Authorized Finance Officer may determine.

SECTION 503. Construction Fund. The proceeds of each Series of Bonds issued pursuant to Section 203 hereof shall be deposited in the Construction Fund, for further allocation between the Project Account and a Capitalized Interest Account for such Series, all as directed by the provisions of the Supplemental Resolution authorizing such Series of Bonds. Amounts deposited in the Project Account for a Series of Bonds shall be applied to the Costs as directed by the Supplemental Resolution. Amounts deposited in the Capitalized Interest Account for a Series of Bonds shall be transferred to the Bond Account as and when needed to pay interest on such Series of Bonds, all as directed by the Supplemental Resolution. Amounts remaining on deposit in a Capitalized Interest Account beyond the period of time prescribed by the Supplemental Resolution for payment of interest on a Series of Bonds shall be transferred to the Project Account established by such Supplemental Resolution.

(b) The Board shall withdraw amounts from the Project Account for the payment of amounts due and owing on account of the Costs of the System upon determination of an Authorized Finance Officer that an obligation in the amount to be paid from the Project Account has been incurred by the Board and that each item thereof is a proper and reasonable charge against such Project Account, and that such amount has not been paid theretofore.

(c) At such time as there are no additional Costs to be paid from a Project Account, any moneys remaining therein may be transferred to another Project Account, to the Bond Account to redeem Bonds of such Series, to the subaccount within a Bond Reserve Account attributable to such Series of Bonds, if applicable, or put to another use, in any case as directed by an Authorized Finance Officer and subject to a Counsel's Opinion to the effect that such application is permitted by applicable law and will not adversely affect any applicable exemption from federal income taxation of the interest on any Series of Bonds (or the City's right to any Tax Credit Payments attributable thereto).

(d) Nothing in this Section 503 shall be construed to prevent the City or the Board from permanently discontinuing the acquisition or construction of any portion of the System, the Costs of which

are at the time being paid out of the Construction Fund, if the Board determines by resolution that such discontinuance is necessary or desirable in the conduct of the business of the System and not disadvantageous to the Holders of the Bonds.

(e) Notwithstanding anything herein to the contrary, to the extent that an Event of Default described in Section 801(a) shall have occurred and be continuing and no other moneys are available hereunder to cure such Event of Default, no moneys on deposit in the Construction Fund may be applied as set forth above in this Section 503. In such event, moneys on deposit in the Construction Fund shall be applied in accordance with Article VIII hereof.

SECTION 504. **Revenues and Revenue Fund**. Except as provided by Section 603, all Revenues shall be deposited promptly as collected by the Board to the credit of the Revenue Fund.

SECTION 505. **Payment of Operation and Maintenance Expenses**. Operation and Maintenance Expenses shall be paid from the Revenue Fund as they become due and payable.

SECTION 506. **Payments into Certain Funds**. The Board shall make monthly withdrawals from the Revenue Fund, to the extent of amounts available therein, in order to make the following deposits and payments, in the order and amounts set forth below:for deposit in the Debt Service Fund, an amount sufficient to provide for the timely payments required by Section 507(a) or, if applicable, for the payment of any Principal Installments or interest which are payable as to a Series of Bonds on a monthly basis; then

(b) for payment of Subordinated Indebtedness, the funding of such debt service reserves as may be required therewith and the payment of all related financing costs thereof, including without limitation any liquidity and credit enhancement charges or fees; then

(c) for deposit in the Surplus Fund, the balance of any such remaining amounts in the Revenue Fund.

SECTION 507. **Debt Service Fund**. Sufficient moneys shall be deposited to the Debt Service Fund from the Revenue Fund for the purpose of paying the Bonds as they become due and payable and, if and to the extent directed by a Supplemental Resolution, for the purpose of making payments under Contracts and to make any required deposits to a Bond Reserve Account. Specifically, in amounts calculated as prescribed by Section 507(b):

(i) First, for deposit in the Bond Account,

(1) Unless otherwise provided in a Supplemental Resolution related to Bonds, on or before each interest payment date for a Series of Bonds, there shall be deposited in the Bond Account of the Debt Service Fund an amount which, together with available moneys already on deposit therein (including Capitalized Interest Account transfers and Hedge Receipts and Termination Payments, which shall be deposited directly to the Bond Account of the Debt Service Fund) and amounts scheduled to be deposited therein from a Bond Tax Credit Payment Account, is not less than the interest coming due on such Bonds on such interest payment date. Such amount shall be used solely to pay interest on the Bonds when due or pay Reimbursement Obligations for Credit Facilities under which the Credit Issuer makes interest payments on the Bonds.

(2) Unless otherwise provided in a Supplemental Resolution or a Hedge Agreement related to Bonds, on or before each payment date for Hedge Payments under a Qualified Hedge Agreement related to Bonds, the City shall deposit in the Bond Account

of the Debt Service Fund an amount which, together with any Hedge Receipts and other moneys already on deposit therein and available to make such payment, is not less than such Hedge Payments related to Bonds coming due on such payment date. Such amount shall be used solely to pay Hedge Payments under Qualified Hedge Agreements related to Bonds when due.

(3) Unless otherwise provided in a Supplemental Resolution or a Contract related to Bonds, on or before each payment date for amounts due on Contracts related to Bonds, other than for Reimbursement Obligations and Qualified Hedge Agreements related to Bonds and other than for Termination Payments under a Contract related to any Bonds, the City shall deposit in the Bond Account of the Debt Service Fund an amount which, together with any other moneys already on deposit therein and available to make such payment, is not less than the amount coming due on such payment date. Such amount shall be used solely for such Contract payments related to Bonds when due.

(4) Unless otherwise provided in a Supplemental Resolution related to Bonds, on or before each Principal Installment date for a Series of Bonds, the City shall deposit in the Bond Account of the Debt Service Fund an amount which, together with any other moneys already on deposit therein and available to make such payment, is not less than the principal payable on such Bonds on such Principal Installment date, other than principal to be paid from a source other than Revenues. Such amount shall be used solely for the payment of principal of the Bonds as the same shall become due and payable or to pay Reimbursement Obligations for Credit Facilities under which the Credit Issuer makes principal payments on the Bonds.

(ii) Then, there shall be deposited in the Bond Reserve Account the amounts specified, if any, in Supplemental Resolutions with respect to one or more Additionally Secured Series of Bonds and as set forth in Section 508.

(b) Without limiting Section 507(a), and except as may otherwise be set forth in a Supplemental Resolution, the payment required to be made each month from the Revenue Fund to the Bond Account shall be calculated to provide for the deposit obligations described in Section 507(a) (excluding any obligations related to Bond Reserve Accounts) which will have accrued by the end of the month of such payment to the Bond Account. For purposes of calculating the accrual of such deposit obligations, (i) Principal Installments of a Series will be deemed to accrue daily in equal amounts from the preceding Principal Installment date for such Series (but in no event shall any accrual be made for any Principal Installment more than one year prior to the due date of such Principal Installment or from the Date of Issuance of Bonds of such Series, whichever date is later); (ii) each fixed payment obligation (other than Principal Installments) will be deemed to accrue daily in equal amounts from the preceding relevant payment obligation date (but in no event more than one year prior to such payment obligation date or the initial incurrence of the payment obligation, whichever is later); (iii) principal and interest portions of the Accreted Value of Capital Appreciation Bonds or the Appreciated Value of Deferred Income Bonds shall accrue in the manner provided in Section 207(a); and (iv) variable payment obligations, whether interest related to Bonds issued with Variable Rates or otherwise, shall accrue as estimated by the Board. Any monthly deposit to the Bond Account in excess of the amount required by this subsection (b) shall be credited against the next ensuing monthly payment or payments.

(c) There shall be established within the Bond Account a Bond Tax Credit Payment Account for each Series of Bonds that are Tax Credit Bonds, as applicable. Tax Credit Payments received by the City shall be deposited directly into the applicable Tax Credit Payment Account, and such amounts shall

be applied solely to the payment of debt service on the applicable Series of Tax Credit Bonds, at the times and in the manner otherwise described in this Section 507.

(d) Nothing herein shall limit the right of the Board or the City to use amounts on deposit in the Bond Account together with such other amounts as may be determined by an Authorized Finance Officer, to defease all or a portion of Bonds attributable to such Bond Account deposits, purchase all or a portion of such Bonds in the open market, or redeem all or a portion of such Bonds at their Redemption Price; provided that the amount thereafter remaining in the Bond Account shall not be less than the remaining requirement of such Account, as set forth in Section 506(a) and this Section 507. Any Bonds so purchased or redeemed by the Board or the City which are subject to mandatory redemption requirements may be applied as a credit against such mandatory redemption requirements as prescribed by the Supplemental Resolution authorizing such Bonds.

SECTION 508. Bond Reserve Accounts. The City shall establish by Supplemental Resolution a subaccount within the Bond Reserve Account for each Additionally Secured Series of Bonds. Each such subaccount shall be for the benefit and security of one or more Additionally Secured Series of Bonds and need not secure all Additionally Secured Series of Bonds. Each such subaccount shall be initially funded, maintained and replenished as prescribed by Supplemental Resolution. In the event that deposits are required hereunder for two or more subaccounts within a Bond Reserve Account, transfers from the Revenue Fund to such subaccounts shall be made on a pro rata basis in proportion to the respective monthly funding requirements. Whenever, on the date that interest or principal is due on any Additionally Secured Series, there are insufficient moneys therefor in the Bond Account, the Board shall, without further instructions, apply so much as may be needed of the moneys in the applicable subaccount of a Bond Reserve Account to prevent default in the payment of such interest or principal, with priority to interest payments.

(b) Whenever the moneys on deposit in a subaccount of the Bond Reserve Account shall exceed the Debt Service Reserve Requirement related thereto, and after giving effect to any Reserve Fund Credit Facility that may be credited to such subaccount in accordance with the provisions of the Supplemental Resolution establishing such subaccount, such excess shall be transferred from such subaccount of the Bond Reserve Account to the Bond Account to redeem Bonds allocable thereto or to such other Fund or Account to be applied for such other purpose as may be directed by an Authorized Finance Officer, subject to a Counsel's Opinion to the effect that such application is permitted by applicable law and will not adversely affect any applicable exemption from federal income taxation of the interest on any Series of Bonds (or the City's right to any Tax Credit Payments applicable thereto).

(c) Whenever the amount in a subaccount of the Bond Reserve Account attributable to an Additionally Secured Series, together with the amount attributable to such Series in the Bond Account, is sufficient to pay in full all such Bonds secured thereby in accordance with their terms (including the maximum amount of principal or applicable sinking fund Redemption Price and interest which could become payable thereon), the applicable funds on deposit in such subaccount of the Bond Reserve Account may be transferred to the Bond Account and applied to the timely payment of principal or Redemption Price, if applicable, and interest on the outstanding Bonds secured thereby.

(d) In the event of the refunding or defeasance of any Bonds of an Additionally Secured Series, the Board may withdraw from the separate subaccount in the Bond Reserve Account established for the benefit of the Bonds of such Additionally Secured Series all or any portion of the amounts accumulated therein and deposit such amounts with the Escrow Agent for the Bonds being refunded or defeased to be held for the payment of the principal or Redemption Price, if applicable, and interest on the Bonds being refunded or defeased; provided that such withdrawal shall not be made unless the amount thereafter remaining in such subaccount in a Bond Reserve Account shall not be less than the remaining Debt Service Reserve Requirement related thereto.

(e) The City may satisfy the Debt Service Reserve Requirement for an Additionally Secured Series by purchasing and depositing to the applicable subaccount of the Bond Reserve Account one or more Reserve Fund Credit Facilities, and may provide for the reimbursement of payments made by the providers of such Reserve Fund Credit Facilities from amounts required to be deposited to such subaccount of the Bond Reserve Account, all as may be set forth in a Supplemental Resolution.

SECTION 509. **Surplus Fund**. Amounts in the Surplus Fund shall be applied first to remedy any deficiencies in the amounts required to be withdrawn from the Revenue Fund pursuant to Sections 505 and 506(a) and (b), which such deficiencies shall be remedied from amounts on deposit in the Surplus Fund in the order set forth in Sections 505 and 506(a) and (b). Amounts at any time not needed therefor may be applied to the payment of the cost of capital improvements to the System; the purchase, redemption, payment or provision for payment of Bonds or Subordinated Indebtedness; the payment of Contracts that are not related to any Bonds; any Termination Payments under any Contracts (whether or not related to Bonds); any transfer to the general fund of the City required to be made by the System, including any payment in lieu of tax required to be paid by the System, and any other legal expenditure of System funds.

ARTICLE VI
DEPOSITORIES OF MONEYS, SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

SECTION 601. **Depositories**. All moneys held by the City or the Board under this Resolution shall be deposited with one or more Depositories in the name of the City or the Board and shall be held in trust and applied only in accordance with the provisions of this Resolution, and each of the Funds and Accounts established by this Resolution shall be a trust fund for the purposes thereof.

(b) Each Depository shall be qualified to serve as such under applicable Tennessee law, and be willing and able to accept the office on reasonable and customary terms and authorized by law to act in accordance with the provisions of this Resolution.

SECTION 602. **Deposits**. All Revenues and moneys held by any Depository under this Resolution shall be in held on deposit in a manner permitted by applicable Tennessee law. Any such deposit may be made in the commercial banking department of any Fiduciary which may honor checks and drafts on such deposit with the same force and effect as if it were not a Fiduciary. To the extent permitted by applicable law, all moneys held by any Fiduciary, as such, may be deposited by such Fiduciary in its banking department on demand or, if and to the extent directed by the City or the Board and acceptable to such Fiduciary, on savings or time deposit, provided that such moneys on deposit be available for use at the time when needed. Such Fiduciary shall allow and credit on such moneys such interest, if any, as it customarily allows upon similar funds of similar size and under similar conditions or as required by law.

(b) All moneys held under this Resolution by any Depository shall be held in such manner as may then be required by applicable Federal or State of Tennessee laws and regulations and applicable state laws and regulations of the state in which such Depository is located, regarding security for, or granting a preference in the case of, the deposit of public or trust funds.

(c) All moneys deposited with each Depository shall be credited to the particular Fund or Account to which such moneys belong.

SECTION 603. **Investment of Funds**. Unless further limited as to maturity by the provisions of a Supplemental Resolution, moneys held in the Funds and Accounts established under this Resolution may be invested and reinvested by the City or the Board in Investment Securities which will provide moneys not later than such times as shall be needed for payments to be made from such Funds and Accounts. In making any investment in any Investment Securities with moneys in any Fund or Account established under

this Resolution and held by the City or the Board, the City or the Board may combine such moneys with moneys in any other Fund or Account held by the City or the Board, but solely for purposes of making such investment in such Investment Securities. If provided in a Supplemental Indenture, interest earned on any moneys or investments in a Bond Reserve Account shall be deposited in the Construction Fund. Otherwise, interest earned on any moneys or investments in each subaccount of a Bond Reserve Account shall be deposited in the respective subaccount of a Bond Reserve Account and applied to the payment of the Bonds of the Additionally Secured Series secured thereby. Interest earned on any moneys or investments in all such other Funds and Accounts established herein shall be held in such Fund or Account for the purposes thereof.

SECTION 604. Valuation and Sale of Investments. Obligations purchased as an investment of moneys in any Fund created under the provisions of this Resolution shall be deemed at all times to be a part of such Fund and any profit realized from the liquidation of such investment shall be credited to such Fund, and any loss resulting from the liquidation of such investment shall be charged to the respective Fund. In computing the amount in any Fund created under the provisions of this Resolution for any purpose provided in this Resolution, obligations purchased as an investment of moneys therein shall be valued at the amortized cost of such obligations. Such computation shall be determined as of June 30 each year. Each Reserve Fund Credit Facility shall be valued at the lesser of the face amount thereof or the maximum amount available thereunder.

ARTICLE VII
PARTICULAR COVENANTS OF THE CITY

The City covenants and agrees with the Holders of the Bonds as follows:

SECTION 701. Payment of Bonds and Contracts. The City shall duly and punctually pay or cause to be paid, but solely from the Pledged Collateral, and, in the case of the Bonds of each Additionally Secured Series, the subaccount in the Bond Reserve Account attributable thereto, and in the case of Tax Credit Bonds, the Tax Credit Payment Account attributable thereto, the principal or Redemption Price, if any, of every Bond and the interest thereon, at the dates and places and in the manner provided in the Bonds, according to the true intent and meaning thereof, and all amounts due and owing under the Contracts, all according to the priority of lien provided in this Resolution and the Supplemental Resolution authorizing such Bond.

SECTION 702. Extension of Payment of Bonds. The City shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase or funding of such Bonds or claims for interest or by any other arrangement, and in case the maturity of any of the Bonds or the time for payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled, in case of any default under this Resolution, to the benefit of this Resolution or to any payment out of Revenues or Funds established by this Resolution, including the investments and investment income, if any, thereof, or the moneys (except moneys held in trust for the payment of particular Bonds or claims for interest pursuant to this Resolution) held by the City or the Fiduciaries, except subject to the prior payment of the principal of all Bonds Outstanding the maturity of which has not been extended and of such portion of the accrued interest on the Bonds as shall not be represented by such extended claims for interest. Nothing herein shall be deemed to limit the right of the City to issue Refunding Bonds.

SECTION 703. Offices for Servicing Bonds. Except as may be otherwise provided in any Supplemental Resolution with respect to any Series of Bonds, the City shall at all times maintain one or more agencies where Bonds may be presented for payment and shall at all times maintain one or more agencies where Bonds may be presented for registration, transfer or exchange, and where notices, demands

and other documents may be served upon the City in respect of the Bonds or of this Resolution. The City hereby appoints each Bond Registrar to maintain an agency for the registration, transfer or exchange of Bonds, and for the service upon the City of such notices, demands and other documents and the Bond Registrars shall continuously maintain or make arrangements to provide such services. The City hereby appoints the Paying Agent or Agents in such cities as its respective agents to maintain such agencies for the payment or redemption of Bonds.

SECTION 704. **Further Assurance**. At any and all times the City or the Board shall, as far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, pledging, assigning and confirming all and singular rights, Revenues and other moneys, securities and funds hereby pledged, or intended so to be, or which the City or the Board may become bound to pledge.

SECTION 705. **Power to Issue Bonds and Pledge Revenues and Other Funds**. The City is duly authorized under all applicable laws to create and issue the Bonds and to adopt this Resolution and to pledge the Pledged Collateral and, in the case of the Bonds of Additionally Secured Series, the related subaccount in a Bond Reserve Account, and, in the case of Tax Credit Bonds, the related Tax Credit Payment Account, in the manner and to the extent provided in this Resolution. Except to the extent otherwise provided in this Resolution, the Pledged Collateral, each separate subaccount in a Bond Reserve Account and each Tax Credit Payment Account are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto superior to, or of equal rank with, the respective pledges created by this Resolution, and all corporate or other action on the part of the City or the Board to that end has been and will be duly and validly taken. The Bonds and the provisions of this Resolution are and will be the valid and legally enforceable obligations of the City in accordance with their terms and the terms of this Resolution. The City and the Board shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Pledged Collateral, each separate subaccount in a Bond Reserve Account, each Tax Credit Payment Account and all the rights of the Holders of the Bonds under this Resolution against all claims and demands of all persons whomsoever.

SECTION 706. **Power to Fix and Collect Rates, Fees and Charges**. The City and/or the Board has, and will have as long as any Bonds are Outstanding, good right and lawful power to acquire, construct, reconstruct, improve, maintain, operate and repair the System and to fix, establish, maintain and collect rates, fees and charges with respect to the use of the capability of and sale of the output, capacity, use or service of the System subject to the terms of contracts relating thereto and subject to the jurisdiction of any applicable regulatory authority.

SECTION 707. **Creation of Liens; Sale and Lease of Property**. Except as described in Article II, the City and the Board shall not issue any bonds, notes, debentures or other evidences of indebtedness of similar nature, other than the Bonds, payable out of or secured by a security interest in or pledge of the Pledged Collateral, any separate subaccount in a Bond Reserve Account, any Tax Credit Payment Account or other moneys, securities or funds held or set aside by the City, the Board or by the Fiduciaries under this Resolution and shall not create or cause to be created any lien or charge on the Pledged Collateral, any separate subaccount in a Bond Reserve Account, any Tax Credit Payment Account or such moneys, securities or funds.

(b) No part of the System shall be sold, mortgaged, leased or otherwise disposed of, except as follows:

(i) the City or the Board may sell or exchange at any time and from time to time any property or facilities constituting part of the System only if (A) the City or the Board shall determine

that such property or facilities are not needed or useful in the operation of the System, or (B) the net book value of the property or facilities sold or exchanged is not more than 5% of the net book value of the property and facilities of the System, or (C) there shall be filed with the records of the City or the Board a certificate of a Consultant or a Consulting Engineer stating, in its opinion, that the sale or exchange of such property or facilities will not materially impair the ability of the City to comply during the current or any future Fiscal Year with the provisions of Section 710. The proceeds of any sale or exchange of any property or facilities constituting a part of the System not used to acquire other property necessary or desirable for the safe or efficient operation of the System shall forthwith be deposited in the Revenue Fund; provided, however, that the amount of any such deposit to the Revenue Fund shall not constitute or be deemed to constitute Revenues for purposes of Section 710 of this Resolution;

(ii) The City and the Board may lease or make contracts or grant licenses for the operation of, or make arrangements for the use of, or grant easements or other rights with respect to, any part of the System, provided that any such lease, contract, license, arrangement, easement or right (A) does not impede the operation by the City or the Board or their respective agents of the System and (B) does not materially adversely affect the rights or security of the Holders of the Bonds under this Resolution. Any payments received by the City or the Board under or in connection with any such lease, contract, license, arrangement, easement or right in respect of the System or any part thereof shall constitute Revenues for all purposes of this Resolution;

(iii) The limitations imposed upon the City and the Board by subsection (b)(ii)(A) and (B) shall not apply to any disposition of property by the City or the Board where: (A) such property is leased back to the City or the Board under a lease having a term of years (including renewal options) (1) of not less than 75% of the remaining useful life of the property as estimated by the City or the Board computed from the date of disposition and lease if such property is disposed of by sale or a lease for more than 90% of the remaining estimated useful life or any other means of disposition except as set forth in the following clause (2), or (2) 75% of the term of the lease out by the City or the Board if such property is disposed of by a lease for less than 90% of the useful life of the property so estimated, (B) fair value to the City or the Board (as determined by the City or the Board, as applicable) is received by the City or the Board for the property subject to such transaction, and (C) there shall have been delivered to the City or the Board a Counsel's Opinion to the effect that the disposition and lease will not have a material adverse effect on the interests of the Holders of Outstanding Bonds (in rendering such opinion, such counsel may rely on such certifications of (1) a Financial Advisor, (2) a Consulting Engineer, as to matters within its field of expertise and/or (3) such other experts, as to matters within their fields of expertise as it, in its reasonable judgment, determines necessary or appropriate). The proceeds of any such transaction not used to acquire other property necessary or desirable for the safe or efficient operation of the System shall forthwith be deposited in the Revenue Fund; and

(iv) The City or the Board may permanently discontinue the acquisition or construction of any portion of the System as provided in Section 503(d).

SECTION 708. **Annual Budget**. The City shall adopt an operating budget ("**Annual Budget**") covering the fiscal operations of the System prior to the beginning of each Fiscal Year. The Annual Budget need not necessarily be the budget prepared by the City for City budgeting purposes. The Annual Budget for the ensuing Fiscal Year shall set forth in reasonable detail the estimated Revenues, payments with respect to all obligations assumed or incurred by the City with respect to the System (including, without limitation, the Bonds and Subordinated Indebtedness) and Operation and Maintenance Expenses and other expenditures for the System for such Fiscal Year, and shall include appropriations for the estimated payments with respect to such obligations for such Fiscal Year, the estimated Operation and Maintenance

Expenses for the System for such Fiscal Year, including provisions for any general reserve for Operation and Maintenance Expenses or other reserves determined necessary or desirable by the City, and the estimated amount to be expended during such Fiscal Year from the Surplus Fund established by this Resolution. Such Annual Budget also shall set forth such detail with respect to such Revenues, payments with respect to such obligations, Operation and Maintenance Expenses and other expenditures and may set forth such additional material as the City may determine. The City may at any time, as necessary, adopt an amended Annual Budget for the remainder of the then-current Fiscal Year. In the event the City does not adopt an Annual Budget for a Fiscal Year on or before the first day of such Fiscal Year, the Annual Budget for the preceding Fiscal Year (other than any capital budget included therein) shall be deemed to have been adopted and be in effect for such Fiscal Year until the Annual Budget for such Fiscal Year has been adopted.

SECTION 709. **Operation and Maintenance of the System**. The City and Board shall at all times use their best efforts to operate or cause to be operated the System properly and in an efficient and economical manner, consistent with Prudent Utility Practice, and shall use their best efforts to maintain, preserve, reconstruct and keep the same or cause the same to be so maintained, preserved, reconstructed and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make, or use their best efforts to cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation of the System may be properly and advantageously conducted.

SECTION 710. **Rates, Fees and Charges**. The City shall at all times fix, establish, maintain, charge and collect rates, fees and charges for the use or the sale of the output, capacity or service of the System which shall be sufficient to produce Net Revenues in each Fiscal Year at least equal to the greater of:

(i) 120% of the Debt Service Requirement on the Outstanding Bonds in such Fiscal Year; and

(ii) 100% of the sum of:

(A) the Debt Service Requirement on the Outstanding Bonds and Subordinated Indebtedness in such Fiscal Year,

(B) the amounts required to be paid during such Fiscal Year into the Bond Reserve Accounts pursuant to the Resolution, and

(C) the amount of all other charges and liens whatsoever payable out of Revenues during such Fiscal Year, including payments in lieu of taxes and any payments required during such Fiscal Year under Contracts to the extent not otherwise provided for in this subsection (ii).

(b) For purposes of this Section 710, the City may, when calculating the Debt Service Requirement on Subordinated Indebtedness, make the adjustments and assumptions set forth in subsections (b) and (c) of the definition of "Debt Service Requirement", as if such provisions were applicable to Subordinated Indebtedness; provided however, that there shall be disregarded any scheduled principal amount of Subordinated Indebtedness which are notes or other evidences of indebtedness issued in anticipation of the issuance of Bonds, the payment of which is to be paid from the proceeds of such Bonds.

(c) If the City fails to prescribe, fix, maintain, and collect rates, fees, and other charges, or to revise such rates, fees, and other charges, in accordance with the provisions of this section in any Fiscal Year, but the City in the next Fiscal Year has promptly taken all available measures to revise such rates,

fees and other charges as advised by a Consultant retained by the City and/or Board to review the operations of the System, there shall be no Event of Default as described in Section 801 until the end of such next Fiscal Year and only then if Net Revenues are less than the amount required by this section. The City shall retain a Consultant to review the operations of the System in accordance with this subsection (c) promptly following the initial determination of the City's failure to prescribe, fix, maintain, and collect rates, fees, and other charges, or to revise such rates, fees, and other charges, in accordance with the provisions of this section.

SECTION 711. **Maintenance of Insurance**. With respect to the System, the City or the Board will carry adequate public liability, fidelity, and property insurance, such as is maintained by similar utility systems; provided, the City and the Board shall not be required to insure beyond the limits of immunity provided by Sections 29-20-101, *et seq*., Tennessee Code Annotated, as amended, and provided further, the City and the Board may self-insure against any risks that the City Council or the Board deems appropriate provided the City or the Board maintains adequate reserves, in such amounts as the City or the Board determines is reasonable, for such self-insurance. All such policies shall be for the benefit of and made payable to the City or the Board and shall be on deposit with the City or the Board.

(b) The proceeds received by the City or the Board from any insurance policy shall be deposited in the Surplus Fund; provided that proceeds of any insurance covering business interruption loss shall be deposited to the Revenue Fund.

SECTION 712. **Accounts and Reports**. The City shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in accordance with generally accepted accounting principles (or other comprehensive basis of accounting) in which complete and correct entries shall be made of its transactions relating to the System, the amount of Revenues and the application thereof and each Fund and Account established under this Resolution, and which, together with all other books and papers of the City, including insurance policies, relating to the System, shall, subject to the terms thereof, at all times be subject to the inspection of the Holders of an aggregate of not less than 5% in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing.

(b) The City shall annually, within 270 days after the close of each Fiscal Year, file with the records of the City and otherwise as provided by law, a copy of an annual report for such Fiscal Year, accompanied by an Accountant's Certificate, relating to the System and including reasonably detailed information relating to the following: (i) the assets and liabilities of the System as of the end of such Fiscal Year; (ii) the Revenues and Operation and Maintenance Expenses of the System for such Fiscal Year; and (iii) a summary, with respect to each Fund and Account established under this Resolution, of the receipts therein and disbursements therefrom during such Fiscal Year and the amount held therein at the end of such Fiscal Year; provided, however, that nothing herein shall preclude such annual report from being included as part of the audited financial statements of the City generally. Such Accountant's Certificate shall state whether or not, to the knowledge of the signer, the City is in default with respect to any of the covenants, agreements or conditions on its part contained in this Resolution, and if so, the nature of such default.

(c) The reports, statements and other documents required to be prepared or obtained by the City pursuant to any provisions of this Resolution shall be available for the inspection of Holders of the Bonds at the office of the City and shall be mailed to each Holder of a Bond who shall file a written request therefor with the City. The City may charge each Holder of a Bond requesting such reports, statements and other documents a reasonable fee to cover reproduction, handling and postage.

SECTION 713. **Payment of Taxes and Charges**. The City or the Board will, from time to time, duly pay and discharge, or cause to be paid and discharged, all taxes, assessments and other governmental charges, or required payments in lieu thereof, lawfully imposed upon the properties of the City or the Board or upon the rights, revenues, income, receipts, and other moneys, securities and funds of the City or the Board when the same shall become due (including all rights, moneys and other property transferred, assigned or pledged under this Resolution), and all lawful claims for labor and material and supplies, except those taxes, assessments, charges or claims which the City or the Board shall in good faith contest by proper legal proceedings if the City or the Board shall in all such cases have set aside of its books reserves deemed adequate with respect thereto. Notwithstanding the foregoing, no payments in lieu of taxes may be paid to the City from Revenues prior the payment of debt service on the Bonds.

SECTION 714. **Additional Covenants**. In accordance with Article X, the City may adopt Supplemental Resolutions providing for additional covenants, agreements, limitations and/or restrictions not contrary to or inconsistent with the covenants, agreements, limitations and restrictions contained in this Resolution.

SECTION 715. **General**. The City shall at all times maintain its corporate existence (or, if the City shall be dissolved or abolished, a successor shall be named to assume the rights and obligations of the City) and shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of applicable Tennessee law and this Resolution.

(b) The City shall cause the Board to comply with all obligations imposed on the Board by this Resolution.

(c) Upon the date of authentication and delivery of any of the Bonds, all conditions, acts and things required by law and this Resolution to exist, to have happened and to have been performed prior to and in connection with the issuance of such Bonds shall exist, have happened and have been performed, and the issuance of such Bonds, together with all other obligations of the City and the Board, shall comply in all respects with the applicable laws of the State of Tennessee.

ARTICLE VIII
REMEDIES OF HOLDERS OF THE BONDS

SECTION 801. **Events of Default**. If one or more of the following Events of Default shall happen:if default shall be made in the due and punctual payment of any Principal Installment of or any interest on any Bond when and as the same shall become due and payable (determined without giving effect to any payments made with funds provided by any Credit Issuer pursuant to any Credit Facility);

(b) if default shall be made by the City or the Board in the performance or observance of any other of the covenants, agreements or conditions on its part in this Resolution, as supplemented, or in the Bonds contained, and such default shall continue for a period of 90 days after written notice thereof to the City by the Holders of not less than 10% in principal amount of the Bonds Outstanding;

(c) if there shall occur the dissolution (without a successor being named to assume the rights and obligations) or liquidation of the City or the filing by the City of a voluntary petition in bankruptcy, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of its creditors, or the entry by the City into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceeding for its reorganization instituted under the provisions of the Bankruptcy Code, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter enacted; or

(d) if an order or decree shall be entered, with the consent or acquiescence of the City, appointing a receiver or receivers of the System, or any part thereof, or of the rents, fees, charges or other revenues therefrom, or if such order or decree, having been entered without the consent or acquiescence of the City, shall not be vacated or discharged or stayed within 90 days after the entry thereof;

then, and in each and every such case, the remedies available to the Holders of any Bonds (or any Credit Issuer, on behalf of the Holders) shall be those set forth in Sections 802, 804 and 805; provided however, that the terms of a Supplemental Resolution or Bond may provide for additional remedies in the Event of Default, or other default therein, that are available to Holders of the Bonds authorized and/or provided for therein and which remedies may include the right to declare principal of all such Bonds then Outstanding, and the interest accrued thereon, to be due and payable immediately. If the principal of any Bonds, and the interest accrued thereon, are declared to be immediately due and payable pursuant to the terms of a Supplemental Resolution or Bond, then the principal of all Bonds, and the interest accrued thereon, shall be immediately due and payable.

SECTION 802. **Accounting and Examination of Records After Default**. The City covenants that if an Event of Default shall have happened and shall not have been remedied, the books of record and account of the City, the Board and all other records relating to the System shall at all times be subject to the inspection and use of the Holders and of their agents and attorneys.

(b) The City covenants that if an Event of Default shall have happened and shall not have been remedied, the City, upon demand of the Holders of not less than 25% in principal amount of the Bonds of the time Outstanding, will account, as if it were the trustee of an express trust, for all Revenues and other

moneys, securities and funds pledged or held under this Resolution for such period as shall be stated in such demand.

SECTION 803. Application of Revenues and Other Moneys After Default. During the continuance of an Event of Default, the City and the Board shall apply all moneys, securities, funds and Revenues held or received by the City or the Board under this Resolution (other than amounts on deposit in a Bond Reserve Account and a Tax Credit Payment Account of the Debt Service Fund) as follows and in the following order:

(i) Expenses of Receiver, Paying Agent and Bond Registrar - to the payment of the reasonable and proper charges, expenses, and liabilities of the receiver and the Paying Agent and Bond Registrar under this Resolution, and any receiver appointed pursuant to Section 804;

(ii) Operation and Maintenance Expenses -- to the payment of the amounts required for Operation and Maintenance Expenses and for the reasonable renewals, repairs and replacements of the System necessary in the judgment of the City or the Board to prevent a loss of Revenues. For this purpose, the books of record and accounts of the City and Board relating to the System shall at all times be subject to the inspection of the Holders and their representatives and agents during the continuance of such Event of Default;

(iii) Principal Installments, Interest and Contract Payments for Bonds -- to the payment of the interest and Principal Installments then due on the Bonds, and payment under related Contracts, as follows:

(A) unless the principal of all the Bonds shall have become or have been declared due and payable,

First: Interest -- to the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, together with accrued and unpaid interest on the Bonds theretofore called for redemption, and/or to the payment of amounts due under related Contracts (other than Termination Payments under a Contract related to any Bonds) and otherwise payable pursuant to Section 507(a)(i)(1) and (2) hereof, and, if the amount available shall not be sufficient therefor, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and

Second: Principal Installments -- to the payment to the persons entitled thereto of the unpaid Principal Installments of any Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and/or to the payment of amounts due under related Contracts (other than Termination Payments under a Contract related to any Bonds) and otherwise payable pursuant to Section 507(a)(i)(3) hereof and, if the amount available shall not be sufficient therefor, then to the payment thereof ratably, according to the amounts of the Principal Installments due on such date, to the persons entitled thereto, without any discrimination or preference; or

(B) if the principal of all the Bonds shall have become or have been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Bonds, and of amounts then due and unpaid on related Contracts (other than Termination Payments under a Contract related to any Bonds) and otherwise payable pursuant to Section 507(a)(i), without preference or priority, ratably, according to the amounts due respectively for principal and interest and such Contract payments, to the persons entitled thereto

without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds;

(iv) Subordinated Indebtedness -- to the payment of principal, redemption price and interest then due on Subordinated Indebtedness in accordance with the resolutions authorizing such Subordinated Indebtedness; and

(v) Contract Payments Otherwise Payable from Surplus Fund – to the payment of amounts due under Contracts and otherwise payable from the Surplus Fund.

(b) During the continuance of an Event of Default, the City and the Board shall apply all amounts on deposit in each separate subaccount in a Bond Reserve Account in the following order:

(i) unless the principal of all of the Bonds shall have become or have been declared due and payable,

First: Interest -- to the payment to the persons entitled thereto of all installments of interest then due on the Bonds of each Additionally Secured Series secured by such separate account in the order of the maturity of such installments, together with accrued and unpaid interest on the Bonds of such Additionally Secured Series theretofore called for redemption, and, if the amount available shall not be sufficient to pay in full any such installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and

Second: Principal Installments -- to the payment to the persons entitled thereto of the unpaid Principal Installments of any Bonds of such Additionally Secured Series which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full all such Bonds due on any date, then to the payment thereof ratably, according to the amounts of Principal Installments due on such date, to the persons entitled thereto, without any discrimination or preference; or

(ii) if the principal of all of the Bonds shall have become or have been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Bonds of each Additionally Secured Series secured by such separate subaccount without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any such Bond over any other such Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in such Bonds.

(c) During the continuance of an Event of Default, the City and the Board shall apply all amounts on deposit in each separate Tax Credit Payment Account of a Bond Account in the Debt Service Fund first to the payment of interest and then to the payment of Principal Installments on the related Series of Tax Credit Bonds.

(d) For the avoidance of doubt, during the continuance of an Event of Default, Net Revenues shall not be deposited to the Surplus Fund. Unless the principal of all of the Bonds shall have become or have been declared due and payable, the City and the Board shall continue to fund the Debt Service Fund on a monthly basis in accordance with Section 507(b) during the continuance of an Event of Default, and

any amounts remaining after such funding and the payments required pursuant to this Section 803 shall remain in the Revenue Account for subsequent monthly funding and payment.

(e) If and whenever all overdue installments of interest on all Bonds, together with the reasonable and proper charges, expenses and liabilities of the Fiduciaries, and all other sums payable by the City or the Board under this Resolution including the principal and Redemption Price of and accrued unpaid interest on all Bonds which shall then be payable by declaration or otherwise, and including all payments under the Contracts, shall either be paid by or for the account of the City, and all defaults under this Resolution or the Bonds shall be made good, the City, the Board and the Holders shall be restored, respectively, to their former positions and rights under this Resolution. No such restoration of the City, the Board and the Holders to their former positions and rights shall extend to or affect any subsequent default under this Resolution or impair any right consequent thereon.

SECTION 804. **Appointment of Receiver**. If an Event of Default shall happen and shall not have been remedied, the Holders of not less than 25% in principal amount of the Bonds Outstanding or any Credit Issuer securing not less than 25% in principal amount of the Bonds Outstanding shall be entitled as a matter of right, upon application to a court of competent jurisdiction, to have appointed a receiver of the System.

SECTION 805. **Remedies Not Exclusive**. No remedy by the terms of this Resolution conferred upon or reserved to the Holders of the Bonds is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Resolution or existing at law or in equity or by statute on or after the date of adoption of this Resolution.

SECTION 806. **Effect of Waiver and Other Circumstances**. No delay or omission of any Holder of a Bond to exercise any right or power arising upon the happening of an Event of Default shall impair any right or power or shall be construed to be a waiver of any such Event of Default or be an acquiescence therein; and every power and remedy given by this Article to the Holders of the Bonds may be exercised from time to time and as often as may be deemed expedient by the Holders of the Bonds.

(b) Prior to the declaration of maturity of the Bonds upon a default as provided in a Supplemental Resolution or Bond, the Holders of not less than a majority in principal amount of the Bonds at the time Outstanding, or their attorneys-in-fact duly authorized, may on behalf of the Holders of all of the Bonds waive any past default under this Resolution and its consequences, except a default in the payment of interest on or principal or Redemption Price, if any, of any of the Bonds. No such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

SECTION 807. **Notice of Default**. The City or the Board shall promptly mail written notice of the occurrence of any Event of Default to each Holder of Bonds then Outstanding at its address, if any, appearing upon the registry books of the City.

ARTICLE IX
THE FIDUCIARIES

SECTION 901. **Paying Agents**. The City shall appoint one or more Paying Agents for the Bonds of each Series, and may at any time or from time to time appoint one or more other Paying Agents. Each Paying Agent shall be an officer of the City, a transfer agent duly registered pursuant to the Securities Exchange Act of 1934, as amended, or a bank or trust company organized under the laws of any state of the United States or a national banking association, having capital stock, surplus and undivided earnings aggregating at least $25,000,000, and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Resolution.

(b) Each Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the City a written acceptance thereof.

(c) Unless otherwise provided in a Supplemental Resolution, the principal offices of the Paying Agents are designated as the respective offices or agencies of the City for the payment of the interest on and principal or Redemption Price of the Bonds.

(d) Any Paying Agent may at any time resign and be discharged of the duties and obligations created by this Resolution by giving at least 60 days' written notice to the City and the other Paying Agents, provided that no such resignation shall be effective until a successor shall have been appointed. Any Paying Agent may be removed at any time by an instrument filed with such Paying Agent and signed by an Authorized Finance Officer, provided that no such removal shall be effective until a successor shall have been appointed. In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys and records held by it in such capacity to its successor.

SECTION 902. Responsibilities of Fiduciaries. The recitals of fact herein and in the Bonds contained shall be taken as the statements of the City and no Fiduciary assumes any responsibility for the correctness of the same. No Fiduciary makes any representations as to the validity or sufficiency of this Resolution or of any Bonds or as to the security afforded by this Resolution, and no Fiduciary shall incur any liability in respect thereof. Each Bond Registrar shall, however, be responsible for its representation contained in its certificate of authentication on the Bonds. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid by such Fiduciary in accordance with the provisions of this Resolution to the City or to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect thereof, or to advance any of its own moneys, unless properly indemnified. No Fiduciary shall be liable in connection with the performance of its duties hereunder except for its own negligence, misconduct or default.

SECTION 903. Evidence on Which Fiduciaries May Act. Each Fiduciary, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document furnished to it pursuant to any provision of this Resolution, shall examine such instrument to determine whether it conforms to the requirements of this Resolution and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. Each Fiduciary may consult with counsel, who may or may not be counsel to the City or the Board, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Resolution in good faith and in accordance therewith.

(b) Whenever any Fiduciary shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Resolution, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of an Authorized Finance Officer, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Resolution upon the faith thereof; but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may seem reasonable.

(c) Except as otherwise expressly provided in this Resolution, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision thereof by the City to any Fiduciary shall be sufficiently executed in the name of the City by an Authorized Finance Officer.

SECTION 904. Compensation. The City or the Board shall pay to each Fiduciary from time to time from Revenues reasonable compensation for all services rendered under this Resolution, and also all

reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents and employees, incurred in and about the performance of its powers and duties under this Resolution, in accordance with the agreements made from time to time between the City and the Fiduciary. Subject to the provisions of Section 902 and to the extent permitted by applicable law, the City further agrees to indemnify and save each Fiduciary harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder and which are not due to its negligence, misconduct or default.

SECTION 905. **Certain Permitted Acts**. Any Fiduciary may become the owner of any Bonds, with the same rights it would have if it were not a Fiduciary. To the extent permitted by law, any Fiduciary may act as depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Holders of the Bonds or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Resolution, whether or not any such committee shall represent the Holders of a majority in principal amount of the Bonds then Outstanding.

SECTION 906. **Merger or Consolidation**. Any company into which any Fiduciary may be merged or converted or with which it may be consolidated, or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which any Fiduciary may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a bank or trust company organized under the laws of any state of the United States or a national banking association and shall be authorized by law to perform all the duties imposed upon it by this Resolution, shall be the successor to such Fiduciary without the execution or filing of any paper or the performance of any further act.

SECTION 907. **Adoption of Authentication**. In case any of the Bonds shall have been authenticated but not delivered, any successor Bond Registrar may adopt the certificate of authentication of any predecessor Bond Registrar so authenticating such Bonds and deliver such Bonds so authenticated; and in case any of the said Bonds shall not have been authenticated, any successor Bond Registrar may authenticate such Bonds in the name of the predecessor Bond Registrar, or in the name of the successor Bond Registrar, and in all such cases such certificate shall have the full force which it is anywhere in said Bonds or in this Resolution.

ARTICLE X
SUPPLEMENTAL RESOLUTIONS

SECTION 1001. **Supplemental Resolutions Effective Without Delivery of Counsel's Opinion as to No Material Adverse Effect and Without Consent of Holders of the Bonds**. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the City may be adopted, which, upon its adoption and compliance with the provisions of Section 1004, shall be fully effective in accordance with its terms:to close this Resolution against, or provide limitations and restrictions in addition to the limitations and restrictions contained in this Resolution on, the authentication and delivery of Bonds or the issuance of other evidences of indebtedness;

(b) to add to the covenants and agreements of the City and the Board in this Resolution other covenants and agreements to be observed by the City and the Board which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(c) to add to the limitations and restrictions in this Resolution other limitations and restrictions to be observed by the City and the Board which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(d) to authorize Bonds of a Series and, in connection therewith, specify and determine the matters and things referred to in Article II, and also any other matters and things relative to such Bonds which are not contrary to or inconsistent with this Resolution as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first authentication and delivery of such Bonds;

(e) to provide for the issuance, execution, delivery, authentication, payment, registration, transfer and exchange of Bonds in loan agreement form payable to the counterparty thereto, and, in connection therewith, to specify and determine any matters and things relative thereto;

(f) to confirm, as further assurance, any security interest or pledge under, and the subjection to any security interest or pledge created or to be created by, this Resolution of the Pledged Collateral;

(g) if and to the extent authorized in a Supplemental Resolution authorizing an Additionally Secured Series of Bonds, to specify the qualifications of any provider of a Reserve Fund Credit Facility and to establish the terms of reimbursement of such a provider of a Reserve Fund Credit Facility from amounts on deposit in a Bond Reserve Account; and

(h) to modify any of the provisions of this Resolution in any other respect whatsoever, provided that (i) such modification shall be, and be expressed to be, effective only after all Bonds of each Series Outstanding at the date of the adoption of such Supplemental Resolution shall cease to be Outstanding, and (ii) such Supplemental Resolution shall be specifically referred to in the text of all Bonds of any Series authenticated and delivered after the date of the adoption of such Supplemental Resolution and of Bonds issued in exchange therefor or in place thereof.

SECTION 1002. Supplemental Resolutions Effective Upon Delivery of Counsel's Opinion as to No Material Adverse Effect. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution may be adopted, which, upon delivery of a Counsel's Opinion to the effect that the provisions of such Supplemental Resolution will not have a material adverse effect on the interests of the Holders of Outstanding Bonds (in rendering such opinion, such counsel may rely on certifications of the Financial Advisor or a Consultant as to financial and economic matters, the Consulting Engineer, as to matters within its field of expertise and such other experts, as to matters within their fields of expertise as it, in its reasonable judgment, determines necessary or appropriate) and compliance with the provision of Section 1004, shall be fully effective in accordance with its terms:to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution;

(b) to insert such provisions clarifying matters or questions arising under this Resolution as are necessary or desirable and are not contrary to or inconsistent with this Resolution as theretofore in effect; or

(c) to make any other modification to or amendment of this Resolution which such counsel in its reasonable judgment shall determine will not have a material adverse effect on the interests of Holders of the Bonds.

Notwithstanding any other provision of this Resolution, in determining whether the interests of the Holders of Outstanding Bonds are materially adversely affected, such counsel shall consider the effect on the Holders of any Bonds for which a Credit Facility has been provided without regard to such Credit Facility.

SECTION 1003. Supplemental Resolutions Effective with Consent of Holders of the Bonds. At any time or from time to time, a Supplemental Resolution may be adopted subject to consent by Holders of the Bonds in accordance with and subject to the provisions of Article XI, which Supplemental

Resolution, upon compliance with the provisions of said Article XI, shall become fully effective in accordance with its terms as provided in said Article XI.

SECTION 1004. General Provisions. This Resolution shall not be modified or amended in any respect except as provided in and in accordance with and subject to the provisions of this Article X and Article XI. Nothing in this Article X or Article XI contained shall affect or limit the right or obligation of the City to adopt, make, do, execute, acknowledge or deliver any resolution, act or other instrument pursuant to the provisions of Section 704 or the right or obligation of the City to execute and deliver to any Fiduciary any instrument which elsewhere in this Resolution it is provided shall be delivered to said Fiduciary.

(b) Any Supplemental Resolution referred to and permitted or authorized by Section 1001 or 1002 may be adopted by the City without the consent of any of the Holders of the Bonds, but shall become effective only on the conditions, to the extent and at the time provided in said Sections, respectively. Prior to the effectiveness of any such Supplemental Resolution, the City shall secure a Counsel's Opinion stating that such Supplemental Resolution has been duly and lawfully adopted in accordance with the provisions of this Resolution, is authorized or permitted by this Resolution, and is valid and binding upon the City in accordance with its terms.

(c) No Supplemental Resolution shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto.

(d) Promptly following the adoption thereof, the City shall send to each Credit Issuer and, if a WIFIA Bond is Outstanding, the WIFIA Lender a copy of each Supplemental Resolution adopted pursuant to Section 1002 or Article XI of this Resolution, together with a full transcript of all proceedings relating to the adoption thereof.

ARTICLE XI
AMENDMENTS

SECTION 1101. Mailing. Except as otherwise provided in this Section, any provision in this Article for the mailing of a notice or other paper to Holders of the Bonds shall be fully complied with if it is mailed postage prepaid to each Holder of affected Bonds then Outstanding at its address, if any, appearing upon the registry books of the City. In the case of Book-Entry Bonds (but excluding any notices or other paper required to be given to a Credit Issuer pursuant to this Resolution), any notices or other paper required to be mailed to Holders of Bonds pursuant to this Resolution shall be deemed to have been given to the Holders of Book-Entry Bonds if such notices or other paper are electronically disseminated to the applicable Securities Depository, or nominee thereof, for the Book-Entry Bonds by the Fiduciary or Fiduciaries for the Book-Entry Bonds according to such Fiduciary's or Fiduciaries' customary means of electronic communication with the applicable Securities Depository, or nominee thereof, and in accordance with any applicable rules and/or practices of the Securities Depository or nominee thereof.

SECTION 1102. Powers of Amendment. Any modification or amendment of this Resolution and of the rights and obligations of the City, the Board and the Holders of the Bonds thereunder may be made by a Supplemental Resolution, with the written consent given as provided in Section 1103 of the Holders of not less than a majority in principal amount of the Bonds affected by such modification or amendment Outstanding at the time such consent is given; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like Series and maturity remain Outstanding, the consent of the Holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bond or of any installment of interest thereon or a reduction in the

principal amount or the Redemption Price thereof or in the rate of interest thereon without the consent of the Holder of such Bond, or shall reduce the percentages or otherwise affect the classes of Bonds the consent of the Holders of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto. For purposes of this Section, a Series shall be deemed to be affected by a modification or amendment of this Resolution if the same adversely affects or diminishes the rights of the Holders of Bonds of such Series. The City may in its discretion determine whether or not in accordance with the foregoing powers of amendment Bonds of any particular Series or maturity would be affected by any modification or amendment of this Resolution and any such determination shall, absent manifest error, be binding and conclusive on the City and all Holders of Bonds. For purposes of this Section, a change in the terms of redemption of any Outstanding Bond shall be deemed only to affect such Bond, and shall be deemed not to affect any other Bond. For purposes of this Section, the Holders of any Bonds may include the initial Holder or Holders thereof, which shall in all cases be deemed to include the underwriter of such Bonds, and the consent of such initial Holder shall be fully binding on all subsequent Holders of such Bonds.

SECTION 1103. Consent of Holders of the Bonds. The City may at any time adopt a Supplemental Resolution making a modification or amendment permitted by the provisions of Section 1102 to take effect when and as provided in this Section. A copy of such Supplemental Resolution (or brief summary thereof or reference thereto), together with a request to affected Holders of the Bonds for their consent thereto, shall be mailed by the City to affected Holders of the Bonds (but failure of any affected Holder of a Bond to receive such copy and request shall not affect the validity of the Supplemental Resolution when consented to as in this Section provided). Such Supplemental Resolution shall not be effective unless and until (i) there shall have been filed with the City (a) the written consents of Holders of the percentages of affected Outstanding Bonds specified in Section 1102 and (b) a Counsel's Opinion stating that such Supplemental Resolution has been duly and lawfully adopted and filed by the City in accordance with the provisions of this Resolution, is authorized or permitted by this Resolution, and is valid and binding upon the City in accordance with its terms, and (ii) a notice shall have been mailed as hereinafter in this Section 1103 provided. It shall not be necessary that the consents of Holders of Bonds approve the particular form of wording of the proposed modification or amendment or of the proposed Supplemental Resolution effecting such modification or amendment, but it shall be sufficient if such consents approve the substance of the proposed amendment or modification. Each such consent shall be effective only if accompanied by proof of the holding, at the date of such consent, of the Bonds with respect to which such consent is given, which proof shall be such as is permitted by Section 1202. A certificate or certificates executed by an Authorized Finance Officer stating that such Officer has examined such proof and that such proof is sufficient in accordance with Section 1202 shall be prima facie evidence that the consents have been given by the Holders of the Bonds described in such certificate or certificates. Any such consent shall be binding upon the Holder of the affected Bonds giving such consent and, anything in Section 1202 to the contrary notwithstanding, upon any subsequent Holder of such affected Bonds and of any Bonds issued in exchange therefor (whether or not such subsequent Holder thereof has notice thereof) unless such consent is revoked in writing by the Holder of such Bonds giving such consent or a subsequent Holder thereof by filing with the City, prior to the time when the written statement of the City hereinafter in this Section 1103 provided for is filed, such revocation. The fact that a consent has not been revoked may likewise be proved by a certificate of an Authorized Finance Officer filed with the records of the City to the effect that no revocation thereof is on file with the City. At any time after the Holders of the required percentages of affected Bonds shall have filed their consents to the Supplemental Resolution, an Authorized Finance Officer shall make and file with the records of the City a written statement that the Holders of such required percentages of affected Bonds have filed consents. Such written statements shall be prima facie evidence that such consents have been so filed. At any time thereafter, notice stating in substance that the Supplemental Resolution adopted by the City on a stated date (a copy of which is on file with the City) has been consented to by the Holders of the required percentages of affected Bonds and will be effective as provided in this Section 1103, may be given to affected Holders of the Bonds by the City by mailing such

notice to affected Holders of the Bonds (but failure of any affected Holder of a Bond to receive such notice shall not prevent such Supplemental Resolution from becoming effective and binding as in this Section 1103 provided) not more than 90 days after the Holders of the required percentages of affected Bonds shall have filed their consents to the Supplemental Resolution and the written statement of an Authorized Finance Officer hereinabove provided for is filed. The City shall file with its records proof of the mailing of such notice. A record, consisting of the certificates or statements required or permitted by this Section 1103 to be made by the City, shall be proof of the matters therein stated. Such Supplemental Resolution making such amendment or modification shall be deemed conclusively binding upon the City, the Fiduciaries and the Holders of all Bonds at the expiration of 40 days after the filing with the records of the City of the proof of the mailing of such last mentioned notice, except in the event of a final decree of a court of competent jurisdiction setting aside such Supplemental Resolution in a legal action or equitable proceeding for such purpose commenced within such 40 day period; provided, however, that any Fiduciary and the City during such 40 day period and any such further period during which any such action or proceeding may be pending shall be entitled in their absolute discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Resolution as they may deem expedient.

SECTION 1104. Modifications by Unanimous Consent. The terms and provisions of this Resolution and the rights and obligations of the City and of the Holders of the Bonds thereunder may be modified or amended in any respect upon the adoption by the City of a Supplemental Resolution and the consent of the Holders of all of the affected Bonds then Outstanding, such consents to be given as provided in Section 1103 except that no notice to affected Holders of the Bonds by mailing shall be required; provided, however, that no such modification or amendment shall change or modify any of the rights or obligations of any Fiduciary without the filing with the records of the City of the written assent thereto of such Fiduciary in addition to the consent of the affected Holders of the Bonds.

SECTION 1105. Exclusion of Bonds. Bonds owned or held by or for the account of the City shall not be deemed Outstanding for the purpose of consent or other action or any calculation of affected Outstanding Bonds provided for in this Article XI, and the City shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Article. At the time of any consent or other action taken under this Article, an Authorized Finance Officer shall file with the records of the City a certificate as to all Bonds so to be excluded.

SECTION 1106. Notation on Bonds. Bonds authenticated and delivered after the effective date of any action taken as in Article X or this Article XI provided may, if the City so determines, bear a notation by endorsement or otherwise in form approved by the City as to such action, and in that case upon demand of the Holder of any Bond Outstanding at such effective date and presentation of its Bond for the purpose at the principal office of the Bond Registrar therefor or upon any transfer or exchange of any Bond Outstanding at such effective date, suitable notation shall be made on such Bond or upon any Bond issued upon any such transfer or exchange by such Bond Registrar as to any such action. If the City shall so determine, new Bonds so modified as in the opinion of the City to conform to such action shall be prepared, authenticated and delivered, and upon demand of the Holder of any Bond then Outstanding shall be exchanged, without cost to such Holder, for Bonds of the same Series, principal amount, maturity, interest rate and redemption provisions then Outstanding, upon surrender of such Bonds. Any action taken as in Article X or this Article XI provided shall be effective and binding upon all Holders of Bonds notwithstanding that the notation is not endorsed on all Bonds.

ARTICLE XII
MISCELLANEOUS

SECTION 1201. Defeasance.

(a) Except as otherwise set forth in a Supplemental Resolution authorizing Bonds, all or any portion of the Bonds for the payment, prepayment or redemption of which sufficient moneys or sufficient Defeasance Securities shall have been deposited with the Paying Agent or an Escrow Agent (whether upon or prior to the maturity or the redemption date of such Bonds) shall be deemed to be paid and no longer Outstanding under this Resolution; provided, however, that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given as provided in Article IV or firm and irrevocable arrangements shall have been made for the giving of such notice. Defeasance Securities shall be considered sufficient for purposes of this Section 1201 only: (i) if such Defeasance Securities are not callable by the issuer of the Defeasance Securities prior to their stated maturity, and (ii) if such Defeasance Securities fall due and bear interest in such amounts and at such times as will assure sufficient cash (whether or not such Defeasance Securities are redeemed by the City pursuant to any right of redemption) to pay currently maturing interest and to pay principal and redemption premiums, if any, when due on the Bonds without rendering the interest on any tax-exempt Bonds includable in gross income of any owner thereof for federal income tax purposes.

(b) For purposes of determining whether Bonds bearing interest at Variable Rates shall be deemed to have been paid prior to the maturity or redemption date thereof, as the case may be, in accordance with subsection (a) above, the interest to come due on such Bonds on or prior to the maturity date or redemption date thereof, as the case may be, shall be calculated at the maximum rate permitted by the terms thereof; provided, however, that if on any date, as a result of such Bonds having borne interest at less than such maximum rate for any period, the total amount of moneys and Defeasance Securities on deposit with the Escrow Agent for the payment of interest on such Bonds is in excess of the total amount which would have been required to be deposited with the Escrow Agent on such date in respect of such Bonds in order to satisfy subsection (a) above, the Escrow Agent shall, if requested by the City, pay the amount of such excess to the City free and clear of any trust, lien or pledge securing the Bonds or otherwise existing under this Resolution.

(c) The City may at any time surrender to the Bond Registrar for cancellation by it any Bonds previously authenticated and delivered under this Resolution which the City may have acquired in any manner whatsoever. All such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(d) If all Bonds and related obligations secured by a lien on the Pledged Collateral have been paid or provision for payment thereof made pursuant to this Section 1201 and any related Supplemental Resolutions, then at the option of the City, the terms and provisions of this Resolution may be determined as void and of no further force or effect.

SECTION 1202. Evidence of Signatures of Holders of the Bonds and Ownership of Bonds.

(a) Any request, consent, revocation of consent or other instrument which this Resolution may require or permit to be signed and executed by the Holders of the Bonds may be in one or more instruments of similar tenor, and shall be signed or executed by such Holders or by their attorneys appointed in writing. Proof of the execution of any such instrument, or of an instrument appointing any such attorney, shall be sufficient for any purpose of this Resolution (except as otherwise therein expressly provided) if made in the following manner, or in any other manner satisfactory to the City, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

The fact and date of the execution by any Holder of a Bond or its attorney of such instrument may be proved by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgements of deeds, that the person signing such

request or other instrument acknowledged to such person the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature, guarantee, certificate or affidavit shall also constitute sufficient proof of the authority of such officer or member.

(b) The ownership of Bonds and the amount, numbers and other identification, and date of holding the same shall be proved by the registry books.

(c) Any request or consent by the owner of any Bond shall bind all future owners of such Bond in respect of anything done or suffered to be done by the City or any Fiduciary in accordance therewith.

SECTION 1203. Moneys Held for Particular Bonds. The amounts held by any Fiduciary for the payment of the interest, principal or Redemption Price due on any date with respect to particular Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Holders of the Bonds entitled thereto.

SECTION 1204. Preservation and Inspection of Documents. All documents received by any Fiduciary under the provisions of this Resolution shall be retained in its possession and shall be subject at all reasonable times to the inspection of the City, Board, any other Fiduciary, and by Holders of the Bonds and their agents and their representatives, any of whom may make copies thereof.

SECTION 1205. Parties Interested Herein. Nothing in this Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the City, the Board, the Fiduciaries, the Holders of the Bonds and any Credit Issuers and Qualified Hedge Providers, any right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in this Resolution contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Fiduciaries, the Holders of the Bonds and any Credit Issuers and Qualified Hedge Providers; provided, however, that the foregoing shall not be construed so as to limit or restrict the City's right to covenant in any other instrument for the benefit of any other entity that the City will comply with any or all of such covenants, stipulations, promises or agreements, and that the City will not amend, modify, supplement or change the same.

SECTION 1206. No Recourse on the Bonds. No recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Resolution against any present or former member or officer of the City or the Board or any person executing the Bonds.

SECTION 1207. Action by Credit Issuer When Action by Holders of the Bonds Required. Except as otherwise provided in a Supplemental Resolution authorizing Bonds for which a Credit Facility is being provided, if not in default in respect of any of its obligations with respect to the Credit Facility for the Bonds of a Series, or a maturity within a Series, the Credit Issuer for, and not the actual Holders of, the Bonds of a Series, or a maturity within a Series, for which such Credit Facility is being provided, shall be deemed to be the Holder of Bonds of any Series, or maturity within a Series, as to which it is the Credit Issuer at all times for the purpose of (a) giving any approval or consent to the effectiveness of any Supplemental Resolution or any amendment, change or modification of this Resolution as specified in Sections 1003, 1102, 1103 and 1104 or any other provision hereof, which requires the written approval or consent of Holders; provided, however, that the provisions of this Section shall not apply to any change in the terms of redemption or maturity of the principal of any Outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon, or shall reduce the percentages or otherwise affect the classes of Bonds the

consent of the Holders of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto and (b) giving any approval or consent, exercising any remedies or taking any other action in accordance with the provisions of Article VIII hereof.

SECTION 1208. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Resolution on the part of the City, the Board or any Fiduciary to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Resolution.

SECTION 1209. Holidays. Except as may be provided otherwise in a Supplemental Resolution, if the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Resolution, shall be a legal holiday or a day on which banking institutions in the cities in which are located the principal offices of the Paying Agents are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Resolution, and no interest shall accrue for the period after such nominal date.

ARTICLE XIII
EFFECTIVE DATE

SECTION 1301. Effective Date. This Water System Revenue Bond Resolution shall become effective upon adoption hereof.

(*signature page follows*)

Adopted and approved this _____, 2026:

_____
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

[SEAL]

LEGAL FORM APPROVED:

_____
JAKE HUBBELL, CITY ATTORNEY

EXHIBIT A

INITIAL CAPITAL IMPROVEMENT PROJECT

Long Term Water Supply Program

1. A new intake on the Duck River and 32 million gallons per day (MGD) raw water pump station
2. Approximately 16.8 miles of new 36" diameter welded steel raw water transmission main
3. A 12 MGD expansion of the existing Columbia Water Treatment Plant utilizing conventional surface water pretreatment followed by membrane filtration and granular activated carbon adsorption (Phase II Improvements)
4. Early Action Improvements to the existing Columbia Water Treatment Plant (Project TEAL) to include piping, valve and equipment replacement to improve the reliability of the existing plant
5. Phase III Improvements to the existing Columbia Water Treatment Plant to include control system improvements, structural improvements and equipment replacements

Distribution System Improvements Program

1. Creation of a Southside Pressure Zone
    a. Approximately 5100 linear feet (LF) of new 16" diameter transmission main from the Intown Pressure Zone to a Southside Booster Pump Station (BPS)
    b. A new 1500 gpm Southside BPS
    c. Approximately 8,800 LF of new 16" diameter transmission main from the new Southside BPS to a new Southside Tank
    d. A new 1.5 MG elevated Southside Tank
    e. Distribution system watermain improvements in the new Southside Pressure Zone to increase fire flow to vulnerable areas
2. Bear Creek Pike Corridor Improvements
    a. A new 1850 gpm Bear Creek Pike BPS
    b. Approximately 14,000 LF of new 12" transmission main from the Bear Creek Pike BPS to the existing Old Highway 99 Tanks and a new Nicholson Schoolhouse Rd Tank
    c. A new 1.5 MG elevated Nicholson Schoolhouse Rd Tank
3. Hampshire Pike Corridor Improvements
    a. Approximately 24,300 LF of new 8" diameter transmission main from the Intown Pressure Zone to a new Hampshire Pike BPS
    b. A new 370 gpm Hampshire Pike BPS
4. Cayce Area Improvements
    a. Approximately 5,800 LF of new 24" diameter transmission main from the Intown Pressure Zone to a new Cayce BPS
    b. A new 1500 gpm Cayce BPS
    c. Approximately 9,400 LF of new 24" diameter transmission main from the Cayce BPS to the west side of the Cayce area

5. Saturn Zone Improvements
    a. Approximately 5,800 LF of new 16" diameter transmission main from the Saturn Transmission main to Nashville Highway
    b. Approximately 900 LF of new 12" diameter watermain under Rutherford Creek along Nashville Highway

Watermain Replacement Program

1. An annual capital program meant to replace old, undersized and at risk watermain within the CPWS distribution system

Other Capital Projects

1. Annual capital program to replace old water meters in the CPWS distribution system
2. A Distribution System Master Plan to provide a road map for future distribution system improvements to meet demand and replace aging infrastructure
3. Implementation of an Asset Management System which allows CPWS to proactively manage their plant and distribution system assets using technology to track installation, maintenance and replacement activities for easy retrieval.
4. Miscellaneous, small distribution system projects that are required each year for proper operation and maintenance of the distribution system

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Liz Bermudez, Executive Secretary, lbermudez@columbiatn.gov 931.560.1510

AGENDA ITEM TITLE: RESOLUTION NO. 26-30 - FIRST RESOLUTION SUPPLEMENTING AND AMENDING THE CITY'S MASTER WATER BOND RESOLUTION TO IDENTIFY THE CITY'S OUTSTANDING WATER SYSTEM REVENUE ANTICIPATION NOTES, SERIES 2023 AND 2025 AS SERIES OF DEBT OBLIGATIONS THEREUNDER.

RECOMMENDATION: Approve Resolution No. 26-30.

INFORMATION: Resolution No. 29-30 identifies Truist notes as senior lien debt under the master resolution. The resolution does not change any other terms.

ATTACHMENTS: Staff Report, Resolution No. 26-30.

FIRST RESOLUTION SUPPLEMENTING AND AMENDING THE CITY'S MASTER WATER BOND RESOLUTION TO IDENTIFY THE CITY'S OUTSTANDING WATER SYSTEM REVENUE ANTICIPATION NOTES, SERIES 2023 AND 2025 AS SERIES OF DEBT OBLIGATIONS THEREUNDER.

WHEREAS, pursuant to the Act, the City of Columbia, Tennessee (the "City") owns or leases and operates a waterworks system (as more particularly described in the hereinafter defined Master Bond Resolution, the "System"), which is operated on behalf of the City by Columbia Power and Water Systems, and instrumentality of the City ("CPWS"); and

WHEREAS, the City is authorized under the Act to issue its water revenue bonds, notes and other debt obligations for the purposes of funding capital improvements to the System; and

WHEREAS, the City Council of the City (the "City Council"), on the date hereof, adopted a resolution (the "Master Bond Resolution"), authorizing the issuance from time to time of water revenue bonds, notes and other debt obligations upon the adoption by the City Council of a supplemental resolution, providing for the terms of such water revenue debt obligations; and

WHEREAS, the City currently has outstanding its $40,000,000 Water System Revenue Anticipation Note, Series 2023, dated December 22, 2023, as amended on December 18, 2025 (the "Series 2023 Note") and $30,000,000 Water System Revenue Anticipation Note, Series 2025, dated December 18, 2025 (the "Series 2025 Note" and, together with the Series 2023 Note, the "Notes"), which were issued to provide funding for the City's long-term water supply project; and

WHEREAS, the City wishes to identify the Notes as series of debt obligations under the terms and conditions of the Master Resolution and make certain other amendments to the terms of the Notes and the Credit Agreements between the City and the holder of the Notes;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE AS FOLLOWS:

ARTICLE I.
AUTHORITY; FINDINGS; DEFINITIONS

Section 1.1. Resolution Supplemental to the Master Bond Resolution. This First Supplemental Resolution is a Supplemental Resolution, as defined in the Master Bond Resolution, providing for the issuance of series of Bonds thereunder.

Section 1.2. Findings. The City Council hereby finds that identifying the Notes as debt obligations issued pursuant to the terms of the Master Resolution is advisable because it will better facilitate the City's funding of the long-term water supply project heretofore approved by the City and CPWS.

Section 1.3. Definition of Terms. Capitalized terms not otherwise defined herein shall have the meaning ascribed in the Master Bond Resolution. The following words and terms as used herein, whether or not capitalized, shall have the following meanings, unless the context or use indicates another or different meaning or intent, and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined:

Act means Tennessee Code Annotated Sections 7-34-101 et seq. and 9-21-101 et seq., as amended.

Credit Agreements means (i) the Credit Agreement between the City and the Noteholder, dated December 22, 2023, as amended on December 18, 2025, relating to the Series 2023 Note; and (ii) the Credit

Agreement between the City and the Noteholder, dated December 18, 2025, relating to the Series 2025 Note.

First Supplemental Resolution means this Supplemental Resolution, which is the first resolution supplemental to the Master Bond Resolution.

Paying Agent means the City Financial Officer of the Board or such other officer of the City or the Board as may be designated by the Mayor.

Master Bond Resolution has the meaning ascribed in the preamble.

Project means the City's long term water supply project.

Series 2023 Note means the City's outstanding $40,000,000 Water System Revenue Anticipation Note, Series 2023, dated December 22, 2023, as amended on December 18, 2025.

Series 2025 Note means the City's outstanding $30,000,000 Water System Revenue Anticipation Note, Series 2025, dated December 18, 2025.

Noteholder means Truist Commercial Equity, Inc.

ARTICLE II.
AUTHORITY AND PLEDGE OF PLEDGED COLLATERAL

Section 2.1. Authority. Each series of the Notes, which was issued for the purposes of financing the Project, For the purposes of financing a portion of the costs of the Project, is hereby authorized to be identified as having been issued pursuant to, and in accordance with, the provisions of the Master Bond Resolution.

Section 2.2. Pledge of Pledged Collateral. Each of the Notes shall be payable from and secured by the pledged Collateral, as set forth in the Master Bond Resolution, on a parity and equality of lien with the other Note.

Section 2.3. Not Additionally Secured Obligations. The Notes shall not be Additionally Secured Series of Bonds for purposes of the Master Resolution.

ARTICLE III.
ADDENDA TO NOTES AND AMENDMENTS TO CREDIT AGREEMENTS

Section 3.1. Addenda to Notes. The Mayor and City Recorder are authorized to execute and deliver addenda to the Notes in substantially the form attached hereto as Exhibit A for the purpose of better identifying the Notes as Bonds for purposes of the Master Resolution.

Section 3.2. Amendments to Credit Agreements. The Mayor and City Recorder are authorized to execute and deliver amendments to the Credit Agreements in substantially the forms attached hereto as Exhibits B-1 and B-2 for the purpose of better identifying the Notes as Bonds for purposes of the Master Resolution.

Section 3.3. Defeasance of Series 2021 Bonds. The effectiveness of this First Supplemental Resolution and the actions authorized hereunder is conditioned on the prior defeasance of the City's Water System Revenue Bonds, Series 2021, as contemplated by the Master Bond Resolution.

ARTICLE IV.
PAYING AGENT AND BOND REGISTRAR

The City hereby authorizes and directs the Paying Agent to serve in the capacity as paying agent and as Bond Registrar for the Notes for all purposes of the Master Resolution.

ARTICLE V.
MISCELLANEOUS

Section 5.1. Miscellaneous Acts. The appropriate officers of the City are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, deliver, and, if applicable file or record, or cause to be filed or recorded, in any appropriate public offices, all such documents, notices, instruments, and certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may, in their discretion, be necessary or desirable to implement or comply with the intent of this First Supplemental Resolution, or any of the documents herein authorized and approved.

Section 5.2. No Recourse to Officials of the City. All stipulations, promises, agreements, and obligations of the City contained in the Master Bond Resolution or this First Supplemental Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the City and not of any officer, director, or employee of the City in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Notes for any claim based thereon or on the Master Bond Resolution or this First Supplemental Resolution against any officer, director, or employee of the City or against any official or individual executing the Notes.

Section 5.3. Partial Invalidity. If any one or more of the provisions of this First Supplemental Resolution, or of any exhibit or attachment hereto, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment hereto, but this First Supplemental Resolution, and the exhibits and attachments hereto, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 5.4. Conflicting Resolutions Repealed. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 5.5. Effective Date. This First Supplemental Resolution shall take effect from and after its adoption, the welfare of the City requiring it.

[signature page follows]

Adopted and approved this ____ day of _____, 2026:

_____
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

[SEAL]

LEGAL FORM APPROVED:

_____
JAKE HUBBELL, CITY ATTORNEY

EXHIBIT A

FORM OF ADDENDA TO NOTES

This Addendum to that certain Water System Revenue Anticipation Note, Series [2023][2025], dated as of [December 22, 2023, as amended on December 18, 2025][December 18, 2025] (the "Note") is executed this _____ day of _____, 2026.

1. The term "Resolution," as included in the Note, shall hereafter mean the Master Bond Resolution adopted by the City Council on _____, 2026, as supplemented by that certain First Supplemental resolution adopted by the City Council on _____, 2026.

2. All references to any Series 2021 Bonds or the prior pledge of revenues in favor of the Series 2021 Bonds shall be hereafter deleted form the Note.

THE CITY OF COLUMBIA, TENNESSEE

By: _____
Mayor

(SEAL)

ATTESTED:

_____
City Recorder

Receipt Acknowledged by: Office of the Chief Financial Officer,
Columbia Board of Public Utilities,
Columbia, Tennessee,
Registration and Paying Agent

_____
Chief Financial Officer

Receipt Acknowledged by: TRUSIT COMMERCIAL EQUITY, INC.

By:_____
Name:_____
Title:_____

EXHIBIT B-1

FORM OF AMENDMENT TO 2023 AGREEMENT

SECOND AMENDMENT TO CREDIT AGREEMENT

THIS SECOND AMENDMENT TO CREDIT AGREEMENT (the "Amendment") is dated _____, 2026, by and among the City of Columbia, Tennessee (the "Issuer"), the Board of Public Utilities of the City of Columbia (the "Board") and Truist Commercial Equity, Inc. (the "Lender").

RECITALS:

A. The Issuer previously issued to the Lender its Water System Revenue Anticipation Note, Series 2023, in the maximum principal amount of $40,000,000, dated December 22, 2023 (the "Series 2023 Note").

B. The Issuer, the Board and the Lender entered into a Credit Agreement dated December 22, 2023, as amended on December 18, 2025 (the "Credit Agreement"), to further set forth the rights and responsibilities of the parties regarding the Series 2023 Note.

C. The Issuer, the Board and the Lender have agreed to identify the Series 2023 Note as a series of debt obligations issued under the Issuer's Master Bond Resolution, adopted by the City Council on _____, 2026 (the "Master Bond Resolution"), as supplemented by that certain First Supplement Resolution thereto, adopted by the City Council on _____, 2026 (the "First Supplemental Resolution").

D. The Issuer, the Board and the Lender agree to amend the Credit Agreement as set forth herein.

E. Capitalized terms used in this Amendment, to the extent not otherwise defined herein, shall have the meanings ascribed to such terms in the Credit Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendments.

(a) The following definitions set forth in the Credit Agreement are hereby amended as follows:

"Resolution" shall mean the Issuer's Master Bond Resolution, adopted by the City Council on _____, 2026, as supplemented by that certain First Supplement Resolution thereto, adopted by the City Council on _____, 2026.

(b) Section 4 of the Credit Agreement is hereby amended by adding the following as a new subsection (m):

"m. Lender hereby consents to the Issuer's issuance of its Water Revenue Bond, Series 2026 (WIFIA ID – 19133TN) (the "WIFIA Bond") in a maximum principal amount of $272,487,220 as a Bond (as defined by the Resolution), payable from and

secured by a pledge of the Pledged Collateral (as defined by the Resolution), on parity with the Series 2023 Note. The Issuer and CPWS agree that (i) they shall in no event request any Disbursement of the proceeds of the Series 2023 Note for costs that are not eligible for funding from the WIFIA Bond, and (ii) as long as the Series 2023 Note remains outstanding, the undrawn principal amount of the WIFIA Bond shall not be less than the maximum par amount of the Series 2023 Note."

2. No Other Amendments. Except as specifically set forth in Section 1, no other amendment or modification is hereby made to the Credit Agreement or any other document or instrument executed and delivered in connection with the Credit Agreement. The Issuer, the Board and the Lender agree that any documents and instruments securing the Credit Agreement, if any, shall not be otherwise amended, modified, terminated or released by the execution hereof.

3. Representations and Warranties. To induce the Lender to enter into this Amendment, the Borrower represents and warrants to the Lender that: (i) as of the date hereof, the representations and warranties set forth in Section 4 of the Credit Agreement (as amended in the manner set forth in Section 1 above) are true and correct in all material respects (except to the extent that any such representation or warranty expressly relates to an earlier date); and (ii) as of the date hereof and taking into account the waiver set forth above, the Issuer and the Board are not in default thereunder.

4. Conditions to Effectiveness. This Amendment shall not be effective until the following shall have occurred:

(a) the Issuer shall have delivered to the Lender a fully executed addendum to the Series 2023 Note in the form attached hereto as Appendix A;

(b) the Board shall have paid the fees of counsel to the Lender in amount agreed to be lender and the Board; and

(c) the Lender shall have received:

(i) An opinion of City's counsel covering matters customary to transactions such as this and in all respects acceptable to the Lender and its counsel;

(ii) An approving opinion of bond counsel related to the Series 2023 Note in form and substance satisfactory to the Lender, which shall include, without limitation, an opinion that the interest on the Series 2023 Note is excludable from gross income for Federal income tax purposes; and

(iii) such other documents, instruments, approvals or opinions as may be reasonably requested.

5. Counterparts. This Amendment may be executed in any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one instrument.

6. Continuing Effect of Other Documents. This Amendment shall not constitute a waiver of any other provision of the Credit Agreement not expressly referred to herein and shall not be construed as a waiver or consent to any further or future action on the part of the Borrower that would require a waiver or consent of the Lender.

7. Governing Law. The laws of the State of Tennessee shall govern this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and date first set forth above.

TRUIST COMMERCIAL EQUITY, INC.

By: _____
Name: _____
Title: _____

CITY OF COLUMBIA, TENNESSEE

By: _____
Title: Mayor

Attest:

By: _____
City Recorder

BOARD OF PUBLIC UTILITIES OF THE CITY OF COLUMBIA, TENNESSEE

By: _____
Title: Chairman

EXHIBIT B-2

FORM OF AMENDMENT TO 2025 AGREEMENT

FIRST AMENDMENT TO CREDIT AGREEMENT

THIS FIRST AMENDMENT TO CREDIT AGREEMENT (the "Amendment") is dated _____, 2026, by and among the City of Columbia, Tennessee (the "Issuer"), the Board of Public Utilities of the City of Columbia (the "Board") and Truist Commercial Equity, Inc. (the "Lender").

RECITALS:

F. The Issuer previously issued to the Lender its Water System Revenue Anticipation Note, Series 2025, in the maximum principal amount of $30,000,000, dated December 22, 2023 (the "Series 2023 Note").

G. The Issuer, the Board and the Lender entered into a Credit Agreement dated December 18, 2025 (the "Credit Agreement"), to further set forth the rights and responsibilities of the parties regarding the Series 2025 Note.

H. The Issuer, the Board and the Lender have agreed to identify the Series 2025 Note as a series of debt obligations issued under the Issuer's Master Bond Resolution, adopted by the City Council on _____, 2026 (the "Master Bond Resolution"), as supplemented by that certain First Supplement Resolution thereto, adopted by the City Council on _____, 2026 (the "First Supplemental Resolution").

I. The Issuer, the Board and the Lender agree to amend the Credit Agreement as set forth herein.

J. Capitalized terms used in this Amendment, to the extent not otherwise defined herein, shall have the meanings ascribed to such terms in the Credit Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

8. Amendments.

(a) The following definitions set forth in the Credit Agreement are hereby amended as follows:

"Resolution" shall mean the Issuer's Master Bond Resolution, adopted by the City Council on _____, 2026, as supplemented by that certain First Supplement Resolution thereto, adopted by the City Council on _____, 2026.

(b) Section 4 of the Credit Agreement is hereby amended by adding the following as a new subsection (m):

"m. Lender hereby consents to the Issuer's issuance of its Water Revenue Bond, Series 2026 (WIFIA ID – 19133TN) (the "WIFIA Bond") in a maximum principal amount of $272,487,220 as a Bond (as defined by the Resolution), payable from and

secured by a pledge of the Pledged Collateral (as defined by the Resolution), on parity with the Series 2025 Note. The Issuer and CPWS agree that (i) they shall in no event request any Disbursement of the proceeds of the Series 2025 Note for costs that are not eligible for funding from the WIFIA Bond, and (ii) as long as the Series 2025 Note remains outstanding, the undrawn principal amount of the WIFIA Bond shall not be less than the maximum par amount of the Series 2025 Note."

9. No Other Amendments. Except as specifically set forth in Section 1, no other amendment or modification is hereby made to the Credit Agreement or any other document or instrument executed and delivered in connection with the Credit Agreement. The Issuer, the Board and the Lender agree that any documents and instruments securing the Credit Agreement, if any, shall not be otherwise amended, modified, terminated or released by the execution hereof.

10. Representations and Warranties. To induce the Lender to enter into this Amendment, the Borrower represents and warrants to the Lender that: (i) as of the date hereof, the representations and warranties set forth in Section 4 of the Credit Agreement (as amended in the manner set forth in Section 1 above) are true and correct in all material respects (except to the extent that any such representation or warranty expressly relates to an earlier date); and (ii) as of the date hereof and taking into account the waiver set forth above, the Issuer and the Board are not in default thereunder.

11. Conditions to Effectiveness. This Amendment shall not be effective until the following shall have occurred:

(a) the Issuer shall have delivered to the Lender a fully executed addendum to the Series 2023 Note in the form attached hereto as Appendix A;

(b) the Board shall have paid the fees of counsel to the Lender in amount agreed to between the Lender and the Board; and

(c) the Lender shall have received:

(i) An opinion of City's counsel covering matters customary to transactions such as this and in all respects acceptable to the Lender and its counsel;

(ii) An approving opinion of bond counsel related to the Series 2025 Note in form and substance satisfactory to the Lender, which shall include, without limitation, an opinion that the interest on the Series 2025 Note is excludable from gross income for Federal income tax purposes; and

(iii) such other documents, instruments, approvals or opinions as may be reasonably requested.

12. Counterparts. This Amendment may be executed in any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one instrument.

13. Continuing Effect of Other Documents. This Amendment shall not constitute a waiver of any other provision of the Credit Agreement not expressly referred to herein and shall not be construed as a waiver or consent to any further or future action on the part of the Borrower that would require a waiver or consent of the Lender.

14. Governing Law. The laws of the State of Tennessee shall govern this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and date first set forth above.

TRUIST COMMERCIAL EQUITY, INC.

By: _____
Name: _____
Title: _____

CITY OF COLUMBIA, TENNESSEE

By: _____
Title: Mayor

Attest:

By: _____
City Recorder

BOARD OF PUBLIC UTILITIES OF THE CITY OF COLUMBIA, TENNESSEE

By: _____
Title: Chairman

49319350.2

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Liz Bermudez, Executive Secretary, lbermudez@columbiatn.gov 931.560.1510

AGENDA ITEM TITLE: RESOLUTION NO. 26-31 - INITIAL RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF WATER SYSTEM REVENUE BONDS OF THE CITY OF COLUMBIA, TENNESSEE

RECOMMENDATION: Approve Resolution No. 26-31.

INFORMATION: Resolution No. 26-31 is required by state law in advance of entering into WIFIA loan agreement.

ATTACHMENTS: Staff Report, Resolution No. 26-31.

INITIAL RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF WATER SYSTEM REVENUE BONDS OF THE CITY OF COLUMBIA, TENNESSEE

WHEREAS, under the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, and Title 7, Chapter 34, Tennessee Code Annotated, as amended, the City of Columbia, Tennessee (the "City") is authorized to issue and sell from time to time its water system revenue bonds for the purpose of financing capital improvements to the water system of the City that shall be owned or leased and operated by the City (the "System"); and

WHEREAS, pursuant to Section 9-21-304, Tennessee Code Annotated, prior to the issuance of any water revenue bonds, the governing body of the local government proposing to issue said bonds shall adopt an initial resolution determining to issue the same; and

WHEREAS, for the purpose of complying with the requirements of said statute, the City Council of the City adopts this Resolution.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE:

Section 1. Purpose. For the purpose of financing, in whole or in part, public works projects within the System, which shall include the (i) construction of extensions and improvements to the System; (ii) acquisition of all property, real and personal, appurtenant thereto or connected therewith; (iii) payment or reimbursement of the payment of principal of and interest on any bonds, notes or other debt obligations issued in anticipation of the Bonds and (iv) any other related costs permitted to be financed by Section 9-21-109, Tennessee Code Annotated, there are hereby authorized to be issued water revenue bonds (the "Bonds"), in one or more emissions, of the City in the aggregate principal amount not to exceed the sum of $285,000,000 and any capitalized interest funded from the proceeds of the Bonds.

Section 2. Authorization. The Bonds described herein shall be issued pursuant to the Local Government Public Obligations Act of 1986, as amended, codified as Title 9, Chapter 21, Tennessee Code Annotated, and pursuant to the Revenue Bond Law, as amended, codified as Title 7, Chapter 34, Tennessee Code Annotated.

Section 3. Interest. The maximum rate of interest of the Bonds shall not exceed the maximum rate permitted by applicable law.

Section 4. Source of Payment. The principal of, premium, if any, and interest on the Bonds shall be payable solely from and secured solely by a pledge of the income and revenues of the System.

Section 5. Publication of Resolution. The Clerk of the City is hereby directed pursuant to Section 9-21-304, Tennessee Code Annotated, to cause this Resolution, upon its adoption, to be published in full once in a newspaper published and having general circulation in the City.

Section 6. Effective Date. This Resolution shall take effect from and after its adoption, the welfare of the City requiring it.

Adopted and approved this _____, 2026.

_____
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

[SEAL]

LEGAL FORM APPROVED:

_____
JAKE HUBBELL, CITY ATTORNEY

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Liz Bermudez, Executive Secretary, lbermudez@columbiatn.gov 931.560.1510

AGENDA ITEM TITLE: RESOLUTION NO. 26-32 - A RESOLUTION SUPPLEMENTING AND AMENDING THE CITY'S MASTER WATER BOND RESOLUTION TO AUTHORIZE THE EXECUTION, TERMS AND DELIVERY OF A LOAN AGREEMENT BY AND BETWEEN THE CITY AND THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, ACTING BY AND THROUGH THE ADMINISTRATOR OF THE ENVIRONMENTAL PROTECTION AGENCY, PROVIDING FOR THE FINANCING OF CERTAIN WATER SYSTEM PROJECTS OWNED BY OR LEASED TO AND OPERATED BY THE CITY, AND TO AUTHORIZE THE EXECUTION, TERMS, ISSUANCE, SALE AND PAYMENT OF ONE OR MORE WATER REVENUE BONDS IN CONNECTION WITH AND AS EVIDENCE OF SAID LOAN AGREEMENT.

RECOMMENDATION: Approve Resolution No. 26-32.

INFORMATION: Resolution No. 26-32 authorizes the issuance of the WIFIA loan/bond for the purpose of financing the long-term water supply project.

ATTACHMENTS: Staff Report, Resolution No. 26-32, Draft Term Sheet, Draft Loan Agreement.

RESOLUTION SUPPLEMENTING AND AMENDING THE CITY'S MASTER WATER BOND RESOLUTION TO AUTHORIZE THE EXECUTION, TERMS AND DELIVERY OF A LOAN AGREEMENT BY AND BETWEEN THE CITY AND THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, ACTING BY AND THROUGH THE ADMINISTRATOR OF THE ENVIRONMENTAL PROTECTION AGENCY, PROVIDING FOR THE FINANCING OF CERTAIN WATER SYSTEM PROJECTS OWNED BY OR LEASED TO AND OPERATED BY THE CITY, AND TO AUTHORIZE THE EXECUTION, TERMS, ISSUANCE, SALE AND PAYMENT OF ONE OR MORE WATER REVENUE BONDS IN CONNECTION WITH AND AS EVIDENCE OF SAID LOAN AGREEMENT.

WHEREAS, pursuant to the Act, the City of Columbia, Tennessee (the "City") owns or leases and operates a waterworks system (as more particularly described in the hereinafter defined Master Bond Resolution, the "System"), which is operated on behalf of the City by Columbia Power and Water Systems, and instrumentality of the City ("CPWS"); and

WHEREAS, the City is authorized under the Act to issue its water revenue bonds for the purposes of funding capital improvements to the System; and

WHEREAS, the City Council of the City (the "City Council"), on the date hereof, adopted a resolution (the "Master Bond Resolution"), authorizing the issuance from time to time of water revenue bonds upon the adoption by the City Council of a supplemental resolution, providing for the terms of such water revenue bonds; and

WHEREAS, the City Council of the City (the "City Council"), on the date hereof, adopted a first supplemental resolution (the "First Supplemental Resolution"), amending the terms of the City's outstanding Water System Revenue Anticipation Notes, Series 2023 and Series 2025 (the "Notes") to identify the Notes as the first series of debt obligations issued pursuant to the terms of the Master Resolution; and

WHEREAS, the City has determined it is necessary to finance certain capital improvements to the System (as further defined herein, the "Project") and advisable to finance such improvements by entering into a loan agreement (the "WIFIA Loan Agreement") with the United States Environmental Protection Agency, acting by and through the Administrator of the Environmental Protection Agency, pursuant to the Water Infrastructure Finance and Innovation Act, § 5021 *et seq.* of Public Law 113-121, as amended and as may be further amended from time to time, pursuant to which the WIFIA Lender (as hereinafter defined) will make a loan to the City (the "WIFIA Loan") to finance such improvements, and by issuing the Series 2026 Bond (as hereinafter defined) in connection with and as evidence of the WIFIA Loan; and

WHEREAS, the City Council hereby finds that it is in the best interest of the citizens of the City to adopt this Second Supplemental Resolution (as hereinafter defined) to the Master Bond Resolution for the purpose of (i) entering into the WIFIA Loan Agreement with the WIFIA Lender, providing for the WIFIA Loan to provide funds to finance a portion of the costs of the Project, and (ii) issuing the Series 2026 Bond, in connection with and as evidence of the WIFIA Loan, on parity with the Notes; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE AS FOLLOWS:

ARTICLE I.
AUTHORITY; FINDINGS; DEFINITIONS

Section 1.1. Resolution Supplemental to the Master Bond Resolution. This Second Supplemental Resolution is a Supplemental Resolution, as defined in the Master Bond Resolution, providing for the issuance of a series of Bonds thereunder.

Section 1.2. Findings. The City Council hereby finds that financing a portion of the costs of the Project pursuant to the WIFIA Loan, as evidenced by the Series 2026 Bond, is advisable because of the advantageous interest rate or rates available to the City from the WIFIA Lender.

Section 1.3. Definition of Terms. Capitalized terms not otherwise defined herein shall have the meaning ascribed in the Master Bond Resolution. The following words and terms as used herein, whether or not capitalized, shall have the following meanings, unless the context or use indicates another or different meaning or intent, and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined:

Act means Tennessee Code Annotated Sections 7-34-101 et seq. and 9-21-101 et seq., as amended.

Initial Resolution has the meaning ascribed in the preamble.

Paying Agent means the City Financial Officer of the Board or such other officer of the City or the Board as may be designated by the Mayor.

Project means those capital improvement projects described in the WIFIA Loan Agreement and all costs related thereto which are permitted by the Act and the WIFIA Loan Agreement to be financed with the proceeds of the Series 2026 Bond.

Series 2026 Bond means the Initial WIFIA Bond authorized by this Second Supplemental Resolution, as evidence of the WIFIA Loan.

Master Bond Resolution has the meaning ascribed in the preamble.

Second Supplemental Resolution means this Supplemental Resolution, which is the second resolution supplemental to the Master Bond Resolution.

WIFIA Debt Service Reserve Account shall mean an account within the Debt Service Reserve Fund further securing the payment of the Series 2026 Bond, if applicable.

WIFIA Debt Service Reserve Requirement has the meaning ascribed in the WIFIA Loan Agreement, if any.

WIFIA Lender means the United States Environmental Protection Agency, acting by and through the Administrator of the Environmental Protection Agency, including any successors and assigns, as lender under the WIFIA Loan Agreement and purchaser of the Series 2026 Bond.

WIFIA Loan has the meaning ascribed in the preamble.

WIFIA Loan Agreement has the meaning ascribed in the preamble and is set forth in substantial form in Exhibit B attached hereto, with such modifications thereto as may be approved by the Mayor (whose signature thereon shall constitute conclusive evidence of such approval).

WIFIA Term Sheet means the term sheet by and between the City and the WIFIA Lender providing for the terms of the WIFIA Loan and is set forth in substantial form in Exhibit A attached hereto, with such modifications thereto as may be approved by the Mayor (whose signature thereon shall constitute conclusive evidence of such approval).

ARTICLE II.
AUTHORITY AND PLEDGE OF PLEDGED COLLATERAL

Section 2.1. Authority. For the purposes of financing a portion of the costs of the Project and funding the WIFIA Debt Service Reserve Requirement, if required by the WIFIA Lender, the City shall execute, issue and deliver the WIFIA Loan Agreement and, as evidence of the WIFIA Loan made by the WIFIA Lender thereunder, the Series 2026 Bond to the WIFIA Lender, in an aggregate principal amount not to exceed the sum of $285,000,000 and any capitalized interest funded from the proceeds of the Series 2026 Bond, all pursuant to, and in accordance with, the provisions of the Act, the Initial Resolution, the Master Bond Resolution and other applicable provisions of law.

Section 2.2. Pledge of Pledged Collateral. The Series 2026 Bond shall be payable from and secured by the Pledged Collateral, as set forth in the Master Bond Resolution, on a parity and equality of lien with the Notes.

Section 2.3. Additionally Secured Obligations. If required by the WIFIA Lender and set forth in the WIFIA Loan Agreement, the Series 2026 Bond shall be an Additionally Secured Series and beneficiary of the WIFIA Debt Service Reserve Account hereby established in accordance with the provisions of the WIFIA Loan Agreement. In that case, upon each draw on the Series 2026 Bond, a portion of the proceeds of thereof, together with any moneys of the System identified by the Chief Financial Officer of the Board, shall be deposited to the WIFIA Debt Service Reserve Account in an amount equal to the WIFIA Debt Service Reserve Requirement.

ARTICLE III.
FORM AND TERMS OF WIFIA LOAN AGREEMENT AND SERIES 2026 BOND

Section 3.1. Authorized Loan and Bonds. The principal amount borrowed by the City pursuant to the WIFIA Loan shall not exceed the sum of $285,000,000 and any capitalized interest funded from the proceeds of the Series 2026 Bond. Accordingly, the aggregate principal amount of the Series 2026 Bond that may be issued under this Second Supplemental Resolution shall not exceed the sum of $285,000,000 and any capitalized interest funded from the proceeds of the Series 2026 Bond. The Series 2026 Bond shall be structured as a Drawdown Bond, and disbursements of proceeds of the Series 2026 Bond shall be made upon draws of such proceeds by the City, as needed, pursuant to the terms of the WIFIA Loan Agreement.

Section 3.2. Form of Bonds. The Series 2026 Bond shall be in the form set forth in the WIFIA Loan Agreement and with such appropriate variations, omissions, and insertions as are permitted or required by this Second Supplemental Resolution, the blanks therein to be appropriately completed when the Series 2026 Bond is prepared, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto or as otherwise desired by the City.

Section 3.3. Terms of the Bond. The Series 2026 Bond shall be designated "Water Revenue Bond, Series 2026 (WIFIA ID – 19133TN)" or such other name or designation determined by the Mayor as may identify such Series 2026 Bond. The Series 2026 Bond shall bear interest, from the date specified therein, at a fixed rate calculated in the manner described in the WIFIA Term Sheet and subject to the Default Rate (as defined in the WIFIA Loan Agreement) in accordance with the WIFIA Loan Agreement,

but in no event exceeding the maximum rate permitted under applicable law, such interest being payable semi-annually pursuant to the schedule provided in the WIFIA Loan Agreement. The Series 2026 Bond shall mature, subject to prepayment and redemption, in the manner, on the dates and in such amounts as shall be established by the Mayor and set forth in the WIFIA Loan Agreement. The terms of the WIFIA Loan are set forth in the WIFIA Loan Agreement.

Section 3.4. Remedies upon Default. Pursuant to Section 801 of the Master Bond Resolution, the remedies of the WIFIA Lender upon an Event of Default (as defined in the WIFIA Loan Agreement) shall be as specified in the WIFIA Loan Agreement, including in certain circumstances set forth therein, without limitation, the right to declare principal of the Series 2026 Bond then Outstanding, and the interest accrued thereon, to be due and payable immediately in accordance with the WIFIA Loan Agreement.

ARTICLE IV.
PAYING AGENT AND BOND REGISTRAR

The City hereby authorizes and directs the Paying Agent to serve in the capacity as paying agent and as Bond Registrar for the Series 2026 Bond and to maintain registration records with respect to the Series 2026 Bond, to authenticate and deliver the Series 2026 Bond at original issuance, upon transfer, or as otherwise directed by the City, to effect transfers, if any, of the Series 2026 Bond, to give all notices of redemption or prepayment as required, to make all payments of principal and interest with respect to the Series 2026 Bond, to cancel and destroy the Series 2026 Bond if and to the extent paid at maturity or upon earlier redemption or prepayment or submitted for exchange or transfer, to furnish the City at least annually a certificate of cancellation and destruction, if and to the extent applicable, and to furnish the City at least annually an audit confirmation of payments made and Outstanding with respect to the Series 2026 Bond, all in accordance with the terms of the WIFIA Loan Agreement.

ARTICLE V.
EXECUTION OF LOAN, SALE OF BOND AND APPLICATION OF PROCEEDS

Section 5.1. Execution of WIFIA Term Sheet and WIFIA Loan Agreement and Sale of the Series 2026 Bond.

(a) The Mayor is hereby authorized to execute and City Recorder to attest the WIFIA Term Sheet and the WIFIA Loan Agreement with the WIFIA Lender. The Series 2026 Bond shall be sold by the Mayor to the WIFIA Lender, and issued to the WIFIA Lender upon execution of the WIFIA Loan Agreement, as evidence of the WIFIA Loan. The execution of the WIFIA Term Sheet and WIFIA Loan Agreement and sale and issuance of the Series 2026 Bond to the WIFIA Lender shall be binding on the City, and no further action of the City Council with respect thereto shall be required.

(b) The Mayor is further authorized to make such modifications or adjustments to the Series 2026 Bond, as necessary, to correspond with the terms of the WIFIA Term Sheet and the WIFIA Loan Agreement, in accordance with the provisions herein.

(c) The Mayor is authorized to cause the Series 2026 Bond to be authenticated and delivered by the Paying Agent to the WIFIA Lender, and the City Recorder is authorized to attest the execution of documents by the Mayor in connection therewith. The Mayor, the Authorized Finance Officers, and any other employee or officer of the City designated by the foregoing, are authorized to execute, publish, and deliver all certificates and documents, as shall be required by the WIFIA Lender or as such officers otherwise shall deem necessary or advisable in connection with the execution, sale and delivery of the WIFIA Loan Agreement and Series 2026 Bond.

Section 5.2. Disposition of Bond Proceeds. Proceeds of the Series 2026 Bond, as received, shall be deposited either (i) to a Project Account which is hereby established within the Construction Fund and which is designated as the "Series 2026 Project Account" or (ii) to the WIFIA Debt Service Reserve Account as described in Section 2.3. Amounts on deposit in the Series 2026 Project Account shall be expended on costs of the Project in accordance with the terms of the WIFIA Loan Agreement and as permitted by the Master Bond Resolution.

ARTICLE VI.
MISCELLANEOUS

Section 6.1. Miscellaneous Acts. The appropriate officers of the City are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, deliver, and, if applicable file or record, or cause to be filed or recorded, in any appropriate public offices, all such documents, notices, instruments, and certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may, in their discretion, be necessary or desirable to implement or comply with the intent of this Second Supplemental Resolution, or any of the documents herein authorized and approved, or for the authorization, execution, issuance, and delivery by the City of the WIFIA Loan Agreement and Series 2026 Bond.

Section 6.2. No Recourse Under Resolution, WIFIA Loan Agreement or Series 2026 Bond. All stipulations, promises, agreements, and obligations of the City contained in the Initial Resolution, the Master Bond Resolution or this Second Supplemental Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the City and not of any officer, director, or employee of the City in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Series 2026 Bond or the WIFIA Loan for any claim based thereon or on the Initial Resolution, the Master Bond Resolution or this Second Supplemental Resolution against any officer, director, or employee of the City or against any official or individual executing the Series 2026 Bond or the WIFIA Loan Agreement.

Section 6.3. Partial Invalidity. If any one or more of the provisions of this Second Supplemental Resolution, or of any exhibit or attachment hereto, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment hereto, but this Second Supplemental Resolution, and the exhibits and attachments hereto, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 6.4. Conflicting Resolutions Repealed. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 6.5. Effective Date. This Second Supplemental Resolution shall take effect from and after its adoption, the welfare of the City requiring it.

Adopted and approved this ____ day of _____, 2026:

_____
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

[SEAL]

LEGAL FORM APPROVED:

_____
JAKE HUBBELL, CITY ATTORNEY

EXHIBIT A

WIFIA TERM SHEET

(ATTACHED)

EXHIBIT B

WIFIA LOAN AGREEMENT

(ATTACHED)

45461269.5

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

[___], 2026

Columbia Power and Water Systems
201 Pickens Lane
Columbia, TN
Phone: 931-388-4833
E-mail: jonathan.hardin@cpws.com

RE: WIFIA Term Sheet for the Columbia Power and Water Systems and Long Term Water Supply Program (WIFIA ID - 19133TN)

Ladies and Gentlemen:

This WIFIA Term Sheet (this "**Term Sheet**") constitutes (a) the approval of the United States Environmental Protection Agency, acting by and through the Administrator of the Environmental Protection Agency (hereinafter, the "**USEPA**"), of the application for credit assistance of the Borrower (as defined below) received WIFIA Program Application (the "**Application**") and (b) the agreement of USEPA to provide financing for the above-referenced project (as further described below, the "**Project**") in the form of a secured loan (the "**WIFIA Loan**"), pursuant to the Water Infrastructure Finance and Innovation Act ("**WIFIA**"), § 5021 *et seq.* of Public Law 113-121 (as amended, and as may be further amended from time to time, the "**Act**"), codified as 33 U.S.C. §§ 3901-3914, subject in all respects to (i) the terms and conditions contained herein and (ii) the execution and delivery of the WIFIA loan agreement to be entered into on or after the date hereof (the "**WIFIA Loan Agreement**") on the terms and conditions acceptable to the USEPA contained therein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the WIFIA Loan Agreement.

By executing this Term Sheet, Columbia Power and Water Systems, on behalf of the Borrower, confirms its agreement to reimburse USEPA for any and all fees and expenses that USEPA incurs for legal counsel, financial advice, and other consultants in connection with the evaluation of the Project and the negotiation and preparation of the WIFIA Loan Agreement and related documents, whether or not such agreement is ultimately executed.

This Term Sheet shall be governed by the federal laws of the United States of America if and to the extent such federal laws are applicable, and the internal laws of the State of Tennessee, if and to the extent such federal laws are not applicable. This Term Sheet, and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Electronic delivery of an executed counterpart of a signature page shall be effective as delivery of an original executed counterpart.

THIS DRAFT DOCUMENT IS NOT A CONTRACT OR AN OFFER TO ENTER INTO A CONTRACT. IT HAS NOT BEEN APPROVED BY THE ENVIRONMENTAL PROTECTION AGENCY ("USEPA") AND DOES NOT INDICATE A COMMITMENT BY USEPA TO PARTICIPATE IN ANY TRANSACTION OR TO BE BOUND IN ACCORDANCE WITH ANY TERM OR CONDITION SET FORTH HEREIN. ONLY A DOCUMENT AS EXECUTED BY THE PARTIES WILL CONTAIN THE TERMS THAT BIND THEM.

INDICATIVE TERMS OF THE WIFIA LOAN

WIFIA LENDER	United States Environmental Protection Agency, an agency of the United States of America, acting by and through the Administrator of the Environmental Protection Agency (the "**WIFIA Lender**").
BORROWER	City of Columbia, Tennessee, a municipal government organized and existing under the laws of Tennessee (the "**Borrower**").
PROJECT	The Long Term Water Supply Program, which consists of three sub-projects: (a) the downstream intake, which consists of construction of a new raw water intake structure along the Duck River and a new raw water pump station; (b) the raw water transmission main, which consists of the construction of a new raw water transmission main from the downstream intake to the water treatment plant; and, (c) the Columbia WTP improvements at the existing water treatment plant to improve reliability of the treatment train and expand capacity of the treatment plant.
WIFIA LOAN AMOUNT	A maximum principal amount (sum of disbursements and excluding capitalized interest) not to exceed $[272,487,220]; provided that (1) the maximum principal amount of the WIFIA Loan (excluding any interest that is capitalized in accordance with the terms hereof), together with the amount of any other credit assistance provided under the Act to the Borrower, does not exceed forty-nine percent (49%) of reasonably anticipated Eligible Project Costs; (2) the aggregate amount of Eligible Project Costs previously incurred prior to the Effective Date does not exceed fifty-one percent (51%) of Eligible Project Costs; and (3) the total federal assistance provided to the Project, including the maximum principal amount of the WIFIA Loan (excluding any interest that is capitalized in accordance with the terms hereof), does not exceed eighty percent (80%) of Total Project Costs.
INTEREST RATE	The WIFIA Loan shall bear interest at a fixed rate, calculated by adding one basis point (0.01%) to the rate of securities of a similar maturity (based on the weighted-average life of the WIFIA Loan) as published, on the execution date of the

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	WIFIA Loan Agreement, in the United States Treasury Bureau of Public Debt's daily rate table for State and Local Government Series (SLGS) securities. The WIFIA Loan shall also bear default interest at a rate of 200 basis points above the otherwise applicable interest rate, at such times and upon such terms as provided in the WIFIA Loan Agreement.
PAYMENT DATES	Principal and interest on the WIFIA Loan shall be repaid in accordance with the terms set forth in the WIFIA Loan Agreement. The interest payment date shall be each June 1 and December 1, beginning on the debt service payment commencement date. The debt service payment commencement date of the WIFIA Loan shall be the earlier to occur of (a) the first Payment Date immediately following the later of (i) the first disbursement of the WIFIA Loan or (ii) if there is a capitalized interest period, the end of the capitalized interest period, in each case as will be set forth in the WIFIA Loan amortization schedule attached to the WIFIA Loan Agreement; or (b) the Payment Date falling closest to, but not later than, the fifth anniversary of the Substantial Completion Date.
FINAL MATURITY DATE	The earliest of (a) December 1, 2064, (b) the date on which the maturity of the WIFIA Loan and corresponding WIFIA Bond have been accelerated or subject to mandatory redemption or prepayment (as the case may be) prior to maturity thereof; and (c) the Payment Date immediately preceding the date that is thirty-five (35) years following the Substantial Completion Date.
PROJECTED SUBSTANTIAL COMPLETION DATE	August 15, 2030
DEDICATED SOURCE OF REPAYMENT	The dedicated source of repayment for the WIFIA Loan shall be waterworks system revenues net current expenses ("**Net Revenues**").
SECURITY AND LIEN PRIORITY	The WIFIA Loan shall be secured by a senior lien on the Net Revenues and amounts on deposit in all funds and accounts established by the Resolution (excluding reserve accounts dedicated to Obligations other than the WIFIA Loan and the Tax Credit Payment Accounts within the Debt Service Fund).

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RATE COVENANT	As set forth in further detail in the WIFIA Loan Agreement, the Borrower shall at all times fix, establish, maintain, charge and collect rates, fees and charges for the use or the sale of the output, capacity or service of the System which shall be sufficient to produce Net Revenues in each Fiscal Year at least equal to the greater of: (i) 120% of the Debt Service Requirement on the Outstanding Bonds in such Fiscal Year; and (ii) 100% of the sum of: (A) the Debt Service Requirement on the Outstanding Bonds and Subordinated Indebtedness in such Fiscal Year, (B) the amounts required to be paid during such Fiscal Year into the Bond Reserve Accounts pursuant to the Resolution, and (C) the amount of all other charges and liens whatsoever payable out of Revenues during such Fiscal Year, including payments in lieu of taxes and any payments required during such Fiscal Year under Contracts to the extent not otherwise provided for in this subsection (ii).
ADDITIONAL INDEBTEDNESS	The Borrower shall not issue or incur any Additional Senior Obligations unless the conditions set forth in Section 15(a) of the WIFIA Loan Agreement are satisfied.
RESTRICTED PAYMENTS AND TRANSFERS	The Borrower shall not permit Revenues, or any funds in any accounts held under the Resolution or in any other waterworks system fund or account held by or on behalf of the Borrower, to be paid or transferred or otherwise applied for purposes other than ownership, operation or maintenance of the System, provided, that so long as no Payment Default or failure of compliance with the Rate Covenant has occurred and is continuing, the Borrower may use Revenues or other assets of the System, or any funds in any accounts held under the Resolution or in any other fund or account held by or on behalf of the Borrower with Revenues on deposit therein for the purpose of making payments in lieu of taxes pursuant to Tennessee Code Annotated Section 7-34-115.

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WIFIA LOAN DOCUMENTATION	The WIFIA Loan shall be subject to the preparation, execution and delivery of the WIFIA Loan Agreement, the WIFIA Bond and any other loan documentation required by the WIFIA Lender in connection therewith, in each case acceptable to the WIFIA Lender and the Borrower, which will contain certain conditions precedent, representations and warranties, affirmative and negative covenants, events of default, and other provisions as agreed between the WIFIA Lender and the Borrower.

[*Signature pages follow*]

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If the foregoing terms are acceptable, please countersign this letter in the space indicated below.

Sincerely,

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, acting by and through the Administrator of the United States Environmental Protection Agency

By: _____
Name: Lee M. Zeldin
Title: Administrator

THIS TEMPLATE TERM SHEET IS NOT A CONTRACT OR AN OFFER TO ENTER INTO A CONTRACT. IT HAS NOT BEEN APPROVED BY THE ENVIRONMENTAL PROTECTION AGENCY ("USEPA") AND DOES NOT INDICATE A COMMITMENT BY USEPA TO PARTICIPATE IN ANY TRANSACTION OR TO BE BOUND IN ACCORDANCE WITH ANY TERM OR CONDITION SET FORTH HEREIN. ANY REPRESENTATION TO THE CONTRARY IS VOID. THIS TEMPLATE TERM SHEET IS BEING PROVIDED FOR REFERENCE PURPOSES ONLY AND IS SUBJECT TO CHANGE AT ANY TIME AT THE SOLE DISCRETION OF THE USEPA. IT MAY NOT BE RELIED UPON BY ANY PERSON OR ENTITY. ONLY A DOCUMENT AS EXECUTED BY USEPA WILL CONTAIN THE TERMS THAT BIND IT.

ACKNOWLEDGED AND AGREED:

COLUMBIA POWER AND WATER SYSTEMS,
by its authorized representative

By: _____
Name:
Title:

49620735.1

THIS TEMPLATE TERM SHEET IS NOT A CONTRACT OR AN OFFER TO ENTER INTO A CONTRACT. IT HAS NOT BEEN APPROVED BY THE ENVIRONMENTAL PROTECTION AGENCY ("USEPA") AND DOES NOT INDICATE A COMMITMENT BY USEPA TO PARTICIPATE IN ANY TRANSACTION OR TO BE BOUND IN ACCORDANCE WITH ANY TERM OR CONDITION SET FORTH HEREIN. ANY REPRESENTATION TO THE CONTRARY IS VOID. THIS TEMPLATE TERM SHEET IS BEING PROVIDED FOR REFERENCE PURPOSES ONLY AND IS SUBJECT TO CHANGE AT ANY TIME AT THE SOLE DISCRETION OF THE USEPA. IT MAY NOT BE RELIED UPON BY ANY PERSON OR ENTITY. ONLY A DOCUMENT AS EXECUTED BY USEPA WILL CONTAIN THE TERMS THAT BIND IT.

WIFIA CUSIP Number: [___]

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY

WIFIA LOAN AGREEMENT

For Up to $[272,487,220]

With

THE CITY OF COLUMBIA, TENNESSEE

For the

LONG TERM WATER SUPPLY PROGRAM PROJECT
(WIFIA ID – 19133TN)

Dated as of [___], 2026

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EXHIBIT C – Form of Public Benefits Report
EXHIBIT D – Form of Requisition

SCHEDULE V – Reporting Requirements
SCHEDULE VI – WIFIA Loan Amortization Schedule

EXHIBIT E – Form of Certification of Eligible Project Costs Documentation

EXHIBIT F – Form of Construction Monitoring Report
EXHIBIT G – Form of Certificate of Substantial Completion
EXHIBIT H-1 – Opinions Required from General Counsel
EXHIBIT H-2 – Opinions Required from Bond Counsel

WIFIA LOAN AGREEMENT

THIS WIFIA LOAN AGREEMENT (this "**Agreement**"), dated as of the Effective Date, is by and between the Borrower (as defined herein) and the **UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**, an agency of the United States of America ("**EPA**"), acting by and through the Administrator of the Environmental Protection Agency (the "**Administrator**"), with an address at 1200 Pennsylvania Avenue NW, Washington, DC 20460 (the "**WIFIA Lender**").

RECITALS:

WHEREAS, the Congress of the United States of America enacted the Water Infrastructure Finance and Innovation Act ("**WIFIA**"), § 5021 et seq. of Public Law 113-121 (as amended, and as may be further amended from time to time, the "**Act**"), which is codified as 33 U.S.C. §§ 3901-3915;

WHEREAS, the Act authorizes the WIFIA Lender to enter into agreements to provide financial assistance with one or more eligible entities to make secured loans with appropriate security features to finance a portion of the eligible costs of projects eligible for assistance;

WHEREAS, the Borrower has requested that the WIFIA Lender make the WIFIA Loan (as defined herein) in a principal amount not to exceed the Maximum Principal Amount (as defined herein) to be used to pay a portion of the Eligible Project Costs (as defined herein) pursuant to the Application (as defined herein);

WHEREAS, pursuant to the WIFIA Term Sheet (as defined herein), the Administrator has approved WIFIA financial assistance for the Project to be provided in the form of the WIFIA Loan, subject to the terms and conditions contained herein;

WHEREAS, based on the Application and the representations, warranties and covenants set forth herein, the WIFIA Lender proposes to make funding available to the Borrower for a portion of the costs of the Project through the issuance of the WIFIA Bond (as defined herein), upon the terms and conditions set forth herein;

WHEREAS, the Borrower agrees to repay any amount due pursuant to this Agreement and the WIFIA Bond in accordance with the terms and provisions hereof and of the WIFIA Bond; and

WHEREAS, the WIFIA Lender has entered into this Agreement in reliance upon, among other things, the information and representations of the Borrower set forth in the Application and the supporting information provided by the Borrower.

NOW, THEREFORE, the premises being as stated above, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged to be adequate, and intending to be legally bound hereby, it is hereby mutually agreed by and between the Borrower and the WIFIA Lender as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

Section 1. Definitions. Capitalized terms used in this Agreement shall have the meanings set forth below in this Section 1 or as otherwise defined in this Agreement, except as otherwise expressly provided herein. Any term used in this Agreement that is defined by reference to any other agreement shall continue to have the meaning specified in such agreement, whether or not such agreement remains in effect.

"**Act**" has the meaning provided in the recitals hereto.

"**Additional Bonds Test**" has the meaning ascribed to such term in **Part D of Schedule I** (*WIFIA Loan Specific Terms*).

"**Additional Construction Contract**" means, with respect to the Project, each Construction Contract entered into after the Effective Date.

"**Additional Obligations**" means Additional Senior Obligations and Additional Subordinated Obligations.

"**Additional Senior Obligations**" means Bonds issued or incurred after the Effective Date that are permitted under Section 15(a) (*Indebtedness*) and the Resolution.

"**Additional Subordinated Obligations**" means any Subordinated Obligations permitted under Section 15(a) (*Indebtedness*) and under the Resolution, which Subordinated Obligations are issued or incurred after the Effective Date.

"**Administrator**" has the meaning provided in the preamble hereto.

"**Agreement**" has the meaning provided in the preamble hereto.

"**Application**" means the Borrower's application for WIFIA financial assistance received by the WIFIA Lender on the Application Receipt Date.

"**Application Receipt Date**" has the meaning ascribed to such term in **Part A of Schedule I** (*WIFIA Loan Specific Terms*).

"**Bankruptcy Related Event**" means, with respect to the Borrower, (a) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Borrower or any of its debts, or of a substantial part of the assets thereof, under any Insolvency Laws, or (ii) the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official for the Borrower or for a substantial part of the assets thereof and, in any case referred to in the foregoing subclauses (i) and (ii), such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered; (b) the Borrower shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official therefor or for a substantial part of the assets thereof, (ii) generally not be paying its debts as they become due unless such debts are the subject of a bona fide dispute, or become

unable to pay its debts generally as they become due, (iii) fail to make a payment of WIFIA Debt Service in accordance with the provisions of Section 8 (*Repayments*) and such failure is not cured within thirty (30) days following notification by the WIFIA Lender of failure to make such payment, (iv) make a general assignment for the benefit of creditors, (v) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition with respect to it described in clause (a) of this definition, (vi) commence a voluntary proceeding under any Insolvency Law, or file a voluntary petition seeking liquidation, reorganization, an arrangement with creditors or an order for relief, in each case under any Insolvency Law, (vii) file an answer admitting the material allegations of a petition filed against it in any proceeding referred to in the foregoing subclauses (i) through (v), inclusive, of this clause (b), or (viii) take any action for the purpose of effecting any of the foregoing, including seeking approval or legislative enactment by any Governmental Authority to authorize commencement of a voluntary proceeding under any Insolvency Law; (c) (i) any Person shall commence a process pursuant to which all or a substantial part of the Pledged Collateral may be sold or otherwise disposed of in a public or private sale or disposition pursuant to a foreclosure of the Liens thereon securing the Senior Obligations, or (ii) any Person shall commence a process pursuant to which all or a substantial part of the Pledged Collateral may be sold or otherwise disposed of pursuant to a sale or disposition of such Pledged Collateral in lieu of foreclosure; or (d) any receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official shall transfer, pursuant to directions issued by the holders of the Obligations, funds on deposit in any of the System Accounts upon the occurrence and during the continuation of an Event of Default under this Agreement or an event of default under the Resolution Documents for application to the prepayment or repayment of any principal amount of the Senior Obligations other than in accordance with the provisions of the Resolution.

"**Base Case Financial Model**" means the financial model or plan, prepared by the Borrower and delivered to the WIFIA Lender as part of the Application, forecasting the capital costs of the System (including the Project) and the estimated debt service coverage, rates, revenues, operating expenses and major maintenance requirements of the System (as may be applicable) for the Forecast Period and based upon assumptions and methodology provided by the Borrower and acceptable to the WIFIA Lender as of the Effective Date, which model or plan shall have been provided to the WIFIA Lender as a fully functional Microsoft Excel-based financial model or such other format agreed with the WIFIA Lender.

"**Bonds**" shall mean any bonds, notes, loan agreements or other obligations or evidences of indebtedness, as the case may be, authenticated and delivered under and Outstanding pursuant to the Resolution, and that are payable from and secured a pledge of and lien on the Pledged Collateral on a basis senior to the pledge of and lien on Revenues (as part of the Pledged Collateral) in favor of the Subordinated Obligations.

"**Bond Account**" shall mean the Bond Account of the Debt Service Fund established in Section 502(a) of the Resolution.[1]

[1] **Note to Borrower**: Please confirm whether there will be a single Bond Account or several Bond Accounts under the Resolution. The draft Resolution in some places contemplates a single Bond Account and in other places (e.g., Sections 503, 507(d), 508 and 803(c)) multiple Bond Accounts.

"**Bond Reserve Account**" shall mean the Bond Reserve Account of the Debt Service Fund established in Section 502(a) of the Resolution.

"**Borrower**" has the meaning ascribed to such term in **Part A of Schedule I** (*Loan Specific Terms*).

"**Borrower Fiscal Year**" means (a) as of the Effective Date, the Initial Borrower Fiscal Year or (b) such other fiscal year as the Borrower may hereafter adopt with respect to the System after giving thirty (30) days' prior written notice to the WIFIA Lender in accordance with **Part E of Schedule V** (*Reporting Requirements*).

"**Borrower's Authorized Representative**" means any Person who shall be designated as such pursuant to Section 21 (*Borrower's Authorized Representative*).

"**Business Day**" means any day other than a Saturday, a Sunday or a day on which offices of the Federal Government or the State are authorized to be closed or on which commercial banks are authorized or required by law, regulation or executive order to be closed in New York, New York or the Project Location.

"**Capitalized Interest Period**" has, if applicable, the meaning ascribed to such term in **Part C of Schedule I** (*WIFIA Loan Specific Terms*), or if designated as "Not Applicable" in **Schedule I**, means capitalized interest shall not be applicable with respect to the WIFIA Loan hereunder.

"**Closing Certificate**" has the meaning provided in Section 11(a) (*Conditions Precedent to Effectiveness*).

"**Construction Contract**" means, with respect to the Project, any prime contract entered into by the Borrower that involves any construction activity (such as demolition, site preparation, civil works construction, installation, remediation, refurbishment, rehabilitation, or removal and replacement services) for the Project. For the avoidance of doubt, "**Construction Contract**" shall include each Existing Construction Contract and, upon the effectiveness thereof, each Additional Construction Contract.

"**Construction Fund**" has the meaning set forth in Section 502(a) of the Resolution.

"**Construction Monitoring Report**" means a report on the status of the Project, substantially in the form of **Exhibit F** (*Form of Construction Monitoring Report*), unless otherwise agreed to be in a different form by the WIFIA Lender.

"**Construction Period**" means the period from the Effective Date through (and including) the end of the Federal Fiscal Year during which the Substantial Completion Date occurs.

"**Construction Period Servicing Fee**" has the meaning ascribed to such term in **Part F of Schedule I** (*WIFIA Loan Specific Terms*).

"**Construction Schedule**" means (a) the initial schedule or schedules on which the construction timetables for the Project are set forth, attached hereto as **Part B of Schedule II**

(*Project Details*), and (b) any updates thereto included in the Construction Monitoring Report most recently submitted to the WIFIA Lender in accordance with **Part C of Schedule V** (*Reporting Requirements*).

"**Consultant**" shall mean a firm of engineers, accountants or water system consultants of national reputation for advising municipalities with respect to the setting of rates and charges for the use of water systems, as selected by a Borrower's Authorized Representative.

"**CPI**" means the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100 (not seasonally adjusted) or its successor, published by the Bureau of Labor Statistics and located at https://www.bls.gov/news.release/cpi.t01.htm.

"**Debt Service Fund**" has the meaning set forth in Section 507 of the Resolution.

"**Debt Service Payment Commencement Date**" means the earlier to occur of (a) the first Payment Date immediately following the later of (i) the first Disbursement or (ii) if there is a Capitalized Interest Period, the end of the Capitalized Interest Period, in each case as set forth in the WIFIA Loan Amortization Schedule; or (b) the Payment Date falling closest to, but not later than, the fifth anniversary of the Substantial Completion Date.

"**Default**" means any event or condition that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"**Default Rate**" has the meaning ascribed to such term in **Part C of Schedule I** (*WIFIA Loan Specific Terms*).

"**Development Default**" means (a) the Borrower abandons work or fails, in the reasonable judgment of the WIFIA Lender, to diligently prosecute the work related to the Project or (b) the Borrower fails to achieve Substantial Completion of the Project by the Development Default Date, unless such failure to achieve Substantial Completion shall occur by reason of an Uncontrollable Force that is not due to the fault or gross negligence of the Borrower (and which the Borrower could not reasonably have avoided or mitigated), in which case the Development Default Date shall be extended by the number of days equal to the duration of such Uncontrollable Force.

"**Development Default Date**" has the meaning ascribed to such term in **Part B of Schedule I** (*WIFIA Loan Specific Terms*).

"**Disbursement**" means a disbursement of WIFIA Loan proceeds, subject to and in accordance with this Agreement.

"**Dollars**" and "**$**" means the lawful currency of the U.S.

"**Effective Date**" means the date of this Agreement, as specified in **Part A of Schedule I** (*WIFIA Loan Specific Terms*).

"**Eligible Project Costs**" means amounts in the Project Budget approved by the WIFIA Lender, which are paid by or for the account of the Borrower in connection with the Project

(including, as applicable, Project expenditures incurred prior to the receipt of WIFIA credit assistance), which shall arise from the following:

(a) development-phase activities, including planning, feasibility analysis (including any related analysis necessary to carry out an eligible project), revenue forecasting, environmental review, permitting, preliminary engineering and design work and other preconstruction activities;

(b) construction, reconstruction, rehabilitation, and replacement activities;

(c) the acquisition of real property or an interest in real property (including water rights, land relating to the Project and improvements to land), environmental mitigation (including acquisitions pursuant to 33 U.S.C. §3905(8)), construction contingencies, and acquisition of equipment; or

(d) capitalized interest (with respect to Obligations other than the WIFIA Loan) necessary to meet market requirements, reasonably required reserve funds, capital issuance expenses, and other carrying costs during construction;

provided, that Eligible Project Costs must be consistent with all other applicable federal law, including the Act.

"**Eligible Project Costs Documentation**" means all supporting documentation with respect to the Eligible Project Costs, including copies of invoices and records evidencing incurred or previously paid Eligible Project Costs, which documentation should contain sufficient detail satisfactory to the WIFIA Lender (e.g. if the Borrower intends to utilize WIFIA Loan proceeds to make construction progress payments for Eligible Project Costs, the documentation should demonstrate that such progress payments are commensurate with the cost of the work that has been completed).

"**EMMA**" means the Electronic Municipal Market Access system as described in 1934 Act Release No. 59062 and maintained by the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)1 of the Securities Exchange Act of 1934, as amended, and its successors.

"**EPA**" has the meaning provided in the preamble hereto.

"**Event of Default**" has the meaning provided in Section 17(a) (*Events of Default and Remedies*).

"**Event of Loss**" means any event or series of events that causes any portion of the System to be damaged, destroyed or rendered unfit for normal use for any reason whatsoever, including through a casualty, a failure of title, or any loss of such property through eminent domain.

"**Existing Construction Contract**" means each Construction Contract of the Borrower in effect as of the Effective Date as set forth in **Part C of Schedule II** (*Project Details*).

"**Existing Indebtedness**" means indebtedness of the Borrower that has been issued or incurred prior to the Effective Date, as listed and described in **Part A of Schedule III** (*Borrower Disclosures*).

"**Federal Fiscal Year**" means the fiscal year of the Federal Government, which is the twelve (12) month period that ends on September 30 of the specified calendar year and begins on October 1 of the preceding calendar year.

"**Federal Government**" means the U.S. and its departments and agencies.

"**FEIN**" means a Federal Employer Identification Number.

"**Final Disbursement Date**" means the earliest of (a) the date on which the WIFIA Loan has been disbursed in full; (b) the last anticipated date of disbursement set forth in the then-current WIFIA Loan Disbursement Schedule; (c) the date as of which the Borrower has certified to the WIFIA Lender that it will not request any further disbursements under the WIFIA Loan; (d) the date on which the WIFIA Lender terminates its obligations relating to disbursements of any undisbursed amounts of the WIFIA Loan in accordance with Section 17 (*Events of Default and Remedies*); and (e) the date that is one (1) year after the Substantial Completion Date.

"**Final Maturity Date**" has the meaning ascribed to such term in **Part C of Schedule I** (*WIFIA Loan Specific Terms*).

"**Financial Statements**" has the meaning provided in Section 12(q) (*Financial Statements*).

"**Flow of Funds**" has the meaning ascribed to such term in **Part D of Schedule I** (*WIFIA Loan Specific Terms*).

"**Forecast Period**" means, as of any date, the time period from and including the then-current Borrower Fiscal Year until the later ending date of either (a) the five (5) immediately succeeding Borrower Fiscal Years or (b) the end of the Borrower Fiscal Year in which the Borrower's then-currently effective capital improvement plan for the System concludes.

"**GAAP**" means generally accepted accounting principles for U.S. state and local governments, as established by the Government Accounting Standards Board (or any successor entity with responsibility for establishing accounting rules for governmental entities), in effect from time to time in the U.S.

"**Governmental Approvals**" means all authorizations, consents, approvals, waivers, exceptions, variances, filings, registrations, permits, orders, licenses, exemptions and declarations of or with any Governmental Authority.

"**Governmental Authority**" means any federal, state, provincial, county, city, town, village, municipal or other government or governmental department, commission, council, court, board, bureau, agency, authority or instrumentality (whether executive, legislative, judicial, administrative or regulatory), of or within the U.S. or its territories or possessions, including the State and its counties and municipalities, and their respective courts, agencies, instrumentalities

and regulatory bodies, or any entity that acts "on behalf of" any of the foregoing, whether as an agency or authority of such body.

"**Government Obligations**" means (a) direct obligations of, or obligations on which the timely payment of principal and interest are fully and unconditionally guaranteed by, the Federal Government, (b) bonds, debentures or notes issued by any of the following federal agencies: Banks for Cooperatives, Federal Intermediate Credit Banks, Federal Home Loan Banks, Export-Import Bank of the United States, Government National Mortgage Association or Federal Land Banks, (c) obligations issued or guaranteed by a Person controlled or supervised by and acting as an instrumentality of the Federal Government pursuant to authority granted by the U.S. Congress, and (d) evidences of ownership of proportionate interests in future interest or principal payments on obligations specified in clauses (a), (b) and (c) of this definition held by a bank or trust company as custodian and which underlying obligations are not available to satisfy any claim of the custodian or any Person claiming through the custodian or to whom the custodian may be obligated, in each case.

"**Indemnitee**" has the meaning provided in Section 32 (*Indemnification*).

"**Initial Borrower Fiscal Year**" has the meaning ascribed to such term in **Part A of Schedule I** (*Loan Specific Terms*).

"**Initial Construction Period Servicing Fee**" has the meaning ascribed to such term in **Part F of Schedule I** (*WIFIA Loan Specific Terms*).

"**Insolvency Laws**" means the U.S. Bankruptcy Code, 11 U.S.C. § 101 et seq., as from time to time amended and in effect, and any state bankruptcy, insolvency, receivership, conservatorship or similar law now or hereafter in effect.

"**Interest Only Period**" has, if applicable, the meaning ascribed to such term in **Part C of Schedule I** (*WIFIA Loan Specific Terms*), or if designated as "Not Applicable" in **Schedule I**, means no interest only period shall be applicable with respect to the WIFIA Loan hereunder.

"**Interest Payment Date**" has the meaning ascribed to such term in **Part C of Schedule I** (*WIFIA Loan Specific Terms*).

"**Interim Financing**" means interim bond anticipation notes, commercial paper or other short-term temporary financing, in each case with a maturity not later than five (5) years following the issuance or incurrence thereof, the proceeds of which are applied to pay Eligible Project Costs. Interim Financing includes the Existing Indebtedness.

"**Investment Grade Rating**" means a rating of 'BBB-', 'Baa3', 'bbb-', or 'BBB (low)', or higher, from a Nationally Recognized Rating Agency.

"**Investment Securities**" has the meaning set forth in the Resolution.

"**Legal Entity**" has the meaning ascribed to such term in **Part A of Schedule I** (*WIFIA Loan Specific Terms*).

"**Lien**" means any mortgage, pledge, hypothecation, assignment, mandatory deposit arrangement, encumbrance, attachment, lien (statutory or other), charge or other security interest, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever, including any sale-leaseback arrangement, any conditional sale or other title retention agreement, any financing lease having substantially the same effect as any of the foregoing, and the filing of any financing statement or similar instrument under the UCC or any other applicable law.

"**Loss Proceeds**" means any proceeds of builders' risk or casualty insurance (other than any proceeds from any policy of business interruption insurance insuring against loss of revenues upon the occurrence of certain casualties or events covered by such policy of insurance) or proceeds of eminent domain proceedings resulting from any Event of Loss.

"**Material Adverse Effect**" means a material adverse effect on (a) the System, the Project or the Revenues, (b) the business, operations, properties, condition (financial or otherwise) or prospects of the Borrower, (c) the legality, validity or enforceability of any material provision of any Resolution Document or WIFIA Loan Document, (d) the ability of the Borrower to enter into, perform or comply with any of its material obligations under any Resolution Document or WIFIA Loan Document, (e) the validity, enforceability or priority of the Liens provided under the Resolution Documents on the Pledged Collateral or (f) the WIFIA Lender's rights or remedies available under any WIFIA Loan Document.

"**Maximum Principal Amount**" has the meaning ascribed to such term in **Part C of Schedule I** (*WIFIA Loan Specific Terms*).

"**Nationally Recognized Rating Agency**" means any nationally recognized statistical rating organization registered with, and identified as such by, the Securities and Exchange Commission.

"**NEPA**" means the National Environmental Policy Act of 1969, as amended, and any successor statute of similar import, and regulations thereunder, in each case as in effect from time to time.

"**NEPA Determination**" has the meaning ascribed to such term in **Part B of Schedule I** (*WIFIA Loan Specific Terms*).

"**Net Revenues**" means, for any Borrower Fiscal Year, the Revenues for such Borrower Fiscal Year, less Operations and Maintenance Expenses for such Borrower Fiscal Year.

"**Obligations**" means debt of the Borrower that is secured by a pledge and lien on all or a portion of the Revenues, including the Bonds and Subordinated Obligations.

"**Operating Period Servicing Fee**" has the meaning ascribed to such term in **Part F of Schedule I** (*WIFIA Loan Specific Terms*).

"**Operations and Maintenance Expenses**" has the meaning in the Resolution.

"**Organizational Documents**" means: (a) the constitutional and statutory provisions that are the basis for the existence and authority of the Borrower, including any enabling statutes, ordinances or public charters and any other organic laws establishing the Borrower and (b) the resolutions, bylaws, or other organizational documents (including any amendments, modifications or supplements thereto) of or adopted by the Borrower by which the Borrower, its powers, operations or procedures or its securities, bonds, notes or other obligations are governed or from which such powers are derived.

"**Other Financing Documents**" means any agreement, instrument, or document (excluding the Resolution Documents and the WIFIA Loan Documents) entered into between the Borrower and a holder of Obligations providing for the issuance of Obligations secured by a pledge and lien on all or a portion of the Pledged Collateral.

"**Outstanding Obligations**" means (a) with respect to Obligations other than the WIFIA Loan, Obligations that have not been cancelled or legally defeased or discharged within the meaning of the Resolution, and (b) with respect to the WIFIA Loan, the (i) entire amount available to be drawn under this Agreement (including amounts drawn and amounts that remain available to be drawn), less (ii) any amount that has been irrevocably determined will not be drawn under this Agreement, less (iii) the aggregate principal amount of the WIFIA Loan Balance that has been repaid or prepaid.

"**Patriot Act**" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended, and all regulations promulgated thereunder.

"**Payment Date**" means each Interest Payment Date and each Principal Payment Date.

"**Payment Default**" has the meaning provided in Section 17(a)(i) (*Payment Default*).

"**Permitted Debt**" means:

(a) Existing Indebtedness;

(b) the WIFIA Loan;

(c) Additional Bonds that satisfy the requirements of Section 15(a) (*Indebtedness*) and the Resolution;

(d) Additional Subordinated Obligations that satisfy the requirements of Section 15(a) (*Indebtedness*) and the Resolution; and

(e) indebtedness incurred in respect of hedging transactions permitted under the Resolution and the WIFIA Loan Documents.

"**Permitted Investments**" means (with respect to the investment of the proceeds of the WIFIA Loan in the Project Account or in any subaccount within the Bond Reserve Account established and maintained pursuant to the Resolution for the benefit of the WIFIA Bond):

(a) Government Obligations;

(b) certificates of deposit where the certificates are collaterally secured by securities of the type described in clause (a) of this definition and held by a third party as escrow agent or custodian, of a market value not less than the amount of the certificates of deposit so secured, including interest, but this collateral is not required to the extent the certificates of deposit are insured by the Federal Government;

(c) repurchase agreements with creditworthy counterparties, when collateralized by securities of the type described in clause (a) of this definition and held by a third party as escrow agent or custodian, of a market value not less than the amount of the repurchase agreement so collateralized, including interest;

(d) investment agreements or guaranteed investment contracts rated, or with any financial institution whose senior long-term debt obligations are rated, or guaranteed by a financial institution whose senior long-term debt obligations are rated in one of the two (2) highest rating categories for comparable types of obligations by any Nationally Recognized Rating Agency; and

(e) money market funds that invest solely in obligations of the U.S., its agencies and instrumentalities, and having a rating by a Nationally Recognized Rating Agency equal to the then applicable rating of the U.S. by such Nationally Recognized Rating Agency.

"**Permitted Liens**" means:

(a) Liens imposed pursuant to the WIFIA Loan Documents;

(b) Liens imposed pursuant to the Resolution;

(c) Liens imposed by law, including Liens for taxes that are not yet due or are being contested in compliance with Section 14(j) (*Material Obligations*);

(d) carriers', warehousemen's, mechanics', materialmen's, repairmen's and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than thirty (30) days or are being contested in compliance with Section 14(j) (*Material Obligations*);

(e) pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance, and other social security laws or regulations;

(f) deposits to secure the performance of trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business;

(g) judgment Liens in respect of judgments that do not constitute an Event of Default under Section 17(a)(viii) (*Material Adverse Judgment*); and

(h) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that, in any case, do not secure any monetary obligations and do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of the Borrower.

"**Person**" means and includes an individual, a general or limited partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization and any Governmental Authority, including in each case such Person's successors and permitted assigns.

"**Pledged Collateral**" has the meaning ascribed to such term in **Part D of Schedule I** (*WIFIA Loan Specific Terms*).

"**Principal Payment Date**" has the meaning ascribed to such term in **Part C of Schedule I** (*WIFIA Loan Specific Terms*).

"**Project**" has the meaning ascribed to such term in **Part B of Schedule I** (*WIFIA Loan Specific Terms*).

"**Project Account**" shall mean the Series 2026 Project Account established pursuant to Section 5.2 of the WIFIA Supplemental Resolution.

"**Project Budget**" means the budget for the Project attached to this Agreement as **Part A of Schedule II** (*Project Details*) showing a summary of Total Project Costs with a breakdown of all Eligible Project Costs and the estimated sources and uses of funds for the Project.

"**Project Location**" has the meaning ascribed to such term in **Part B of Schedule I** (*Loan Specific Terms*).

"**Projected Substantial Completion Date**" has the meaning ascribed to such term in **Part B of Schedule I** (*WIFIA Loan Specific Terms*).

"**Public Benefits Report**" means the report, in the form attached hereto as **Exhibit C** (*Form of Public Benefits Report*).

"**Rate Covenant**" has the meaning ascribed to such term in **Part D of Schedule I** (*WIFIA Loan Specific Terms*).

"**Related Documents**" means the WIFIA Loan Documents, the Resolution Documents and the Other Financing Documents.

"**Requisition**" means the request for Disbursement in the form attached hereto as **Exhibit D** (*Form of Requisition*).

"**Resolution**" has the meaning ascribed to such term in **Part E of Schedule I** (*WIFIA Loan Specific Terms*).

"**Resolution Documents**" means the Resolution, each Supplemental Resolution, and each other agreement, instrument and document executed and delivered pursuant to or in connection with any of the foregoing.

"**Revenue Fund**" has the meaning ascribed to such term in **Part D of Schedule I** (*WIFIA Loan Specific Terms*).

"**Revenues**" has the meaning ascribed to such term in **Part A of Schedule I** (*WIFIA Loan Specific Terms*).

"**SAM**" means the federal System for Award Management (www.SAM.gov) (or any successor system or registry).

"**Sanctions Laws**" means collectively, any applicable anti-drug trafficking, anti-terrorism, anti-money laundering, anti-bribery, or anti-corruption laws or regulations, as applicable, including those contained in the Bank Secrecy Act of 1970 (as amended) and the U.S. Patriot Act.

"**Senior Obligations**" means (a) the Existing Indebtedness and (b) Additional Senior Obligations.

"**Servicer**" means such entity or entities as the WIFIA Lender shall designate from time to time to perform, or assist the WIFIA Lender in performing, certain duties hereunder.

"**Servicing Fee**" means the Servicing Set-Up Fee and any Construction Period Servicing Fee or Operating Period Servicing Fee.

"**Servicing Set-Up Fee**" has the meaning ascribed to such term in **Part F of Schedule I** (*WIFIA Loan Specific Terms*).

"**State**" has the meaning ascribed to such term in **Part A of Schedule I** (*WIFIA Loan Specific Terms*).

"**Substantial Completion**" means, with respect to the Project, the stage at which the Project is able to perform the functions for which the Project is designed.

"**Substantial Completion Date**" means the date on which the Borrower certifies to the WIFIA Lender, with evidence satisfactory to the WIFIA Lender and notice to the WIFIA Lender in accordance with **Part E of Schedule V** (*Reporting Requirements*), that Substantial Completion has occurred.

"**Subordinated Obligations**" shall mean any bonds, notes, loan agreements or other evidences of indebtedness issued from time to time and payable from and, if applicable, secured by a pledge of and lien on Revenues on a basis subordinate to the pledge of and lien on Revenues (as part of the Pledged Collateral) in favor of the Bonds.

"**Supplemental Resolution**" means any resolution supplemental to or amendatory of the Resolution adopted by the Borrower in accordance with Article X thereof."

"**Surplus Fund**" has the meaning set forth in Section 502(a) of the Resolution.

"**System**" has the meaning ascribed to such term in **Part A of Schedule I** (*WIFIA Loan Specific Terms*).

"**System Accounts**" has the meaning ascribed to such term in **Part D of Schedule I** (*WIFIA Loan Specific Terms*).

"**Tax Credit Payment Account**" shall mean a Tax Credit Payment Account established as a subaccount of the Bond Account pursuant to Section 502(a) and 507(c) of the Resolution.

"**Total Project Costs**" means (a) the costs paid or incurred or to be paid or incurred by the Borrower in connection with or incidental to the acquisition, design, construction and equipping of the Project, including legal, administrative, engineering, planning, design, insurance and financing (including costs of issuance); (b) amounts, if any, required by the Resolution Documents or the WIFIA Loan Documents to be paid into any fund or account upon the incurrence of the WIFIA Loan or any other Obligations, in each case in respect of the Project; (c) payments when due (whether at the maturity of principal, the due date of interest, or upon optional or mandatory prepayment) in respect of any indebtedness of the Borrower (other than the WIFIA Loan), in each case in connection with the acquisition, design, construction and equipping of the Project; and (d) costs of equipment and supplies and initial working capital and reserves required by the Borrower for the commencement of operation of the Project, including general administrative expenses and overhead of the Borrower.

"**Trustee**" has, if applicable, the meaning ascribed to such term in **Part A of Schedule I** (*WIFIA Loan Specific Terms*), or if designated as "Not Applicable" in **Schedule I**, means a trustee shall not be applicable with respect to the WIFIA Loan hereunder.

"**Trustee Location**" has, if applicable, the meaning ascribed to such term in **Part A of Schedule I** (*WIFIA Loan Specific Terms*), or if designated as "Not Applicable" in **Schedule I**, means a trustee location shall not be applicable with respect to the WIFIA Loan hereunder.

"**UEI Number**" means, with respect to any Person, a number issued by the Federal Government (through SAM.gov) as the unique entity identifier for such Person.

"**Uncontrollable Force**" means any cause beyond the control of the Borrower, including: (a) a hurricane, tornado, flood or similar occurrence, landslide, earthquake, fire or other casualty, strike or labor disturbance, freight embargo, act of a public enemy, explosion, war, blockade, terrorist act, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, sabotage, pandemic, or act of God (provided, that the Borrower shall not be required to settle any strike or labor disturbance in which it may be involved) or (b) the order or judgment of any federal, state or local court, administrative agency or governmental officer or body, if it is not also the result of willful or negligent action or a lack of reasonable diligence of the Borrower and the Borrower does not control the administrative agency or governmental officer or body; provided, that the diligent contest in good faith of any such order or judgment shall not constitute or be construed as a willful or negligent action or a lack of reasonable diligence of the Borrower.

"**Uniform Commercial Code**" or "**UCC**" means the Uniform Commercial Code, as in effect from time to time in the State.

"**Updated Financial Model/Plan**" means (a) an updated Base Case Financial Model or (b) a financial plan in a format agreed with the WIFIA Lender, in each case reflecting the then-current and projected conditions for the Forecast Period, in accordance with **Part A of Schedule V** (*Reporting Requirements*).

"**U.S.**" means the United States of America.

"**WIFIA**" has the meaning provided in the recitals hereto.

"**WIFIA Bond**" has, if applicable, the meaning ascribed to such term in **Part D of Schedule I** (*WIFIA Loan Specific Terms*), or if designated as "Not Applicable" in **Schedule I**, means a bond as evidence of the Borrower's Obligation shall not be applicable with respect to the WIFIA Loan hereunder.

"**WIFIA CUSIP Number**" has the meaning ascribed to such term in **Part A of Schedule I** (*WIFIA Loan Specific Terms*).

"**WIFIA Debt Service**" means with respect to any Payment Date occurring on or after the Debt Service Payment Commencement Date, the principal portion of the WIFIA Loan Balance and any interest payable thereon (including interest accruing after the date of any filing by the Borrower of any petition in bankruptcy or the commencement of any bankruptcy, insolvency or similar proceeding with respect to the Borrower), in each case, (a) as set forth on the WIFIA Loan Amortization Schedule and (b) due and payable on such Payment Date in accordance with the provisions of Section 8(a) (*Payment of WIFIA Debt Service*).

"**WIFIA Debt Service Reserve Account**" has, if applicable, the meaning ascribed to such term in **Part D of Schedule I** (*WIFIA Loan Specific Terms*), or if designated as "Not Applicable" in **Schedule I**, means a separate debt service reserve account designated for the WIFIA Lender shall not be applicable with respect to the WIFIA Loan hereunder.

"**WIFIA Debt Service Reserve Requirement**" has, if applicable, the meaning ascribed to such term in **Part D of Schedule I** (*WIFIA Loan Specific Terms*), or if designated as "Not Applicable" in **Schedule I**, means a separate debt service reserve requirement shall not be applicable with respect to the WIFIA Loan hereunder.

"**WIFIA Interest Rate**" has the meaning ascribed to such term in **Part C of Schedule I** (*WIFIA Loan Specific Term*).

"**WIFIA Lender**" has the meaning provided in the preamble hereto.

"**WIFIA Lender's Authorized Representative**" means the Administrator and any other Person who shall be designated as such pursuant to Section 22 (*WIFIA Lender's Authorized Representative*).

"**WIFIA Loan**" means the secured loan made by the WIFIA Lender to the Borrower on the terms and conditions set forth herein, pursuant to the Act, in a principal amount not to exceed the Maximum Principal Amount, to be used in respect of Eligible Project Costs.

"**WIFIA Loan Amortization Schedule**" means the loan amortization schedule reflected in **Schedule VI** (*WIFIA Loan Amortization Schedule*), as amended from time to time in accordance with Section 8(c) (*Adjustments to WIFIA Loan Amortization Schedule*).

"**WIFIA Loan Balance**" means (a) the aggregate principal amount of the WIFIA Loan disbursed by the WIFIA Lender to the Borrower hereunder, *plus* (b) if applicable, capitalized interest added to the principal balance of the WIFIA Loan pursuant to Section 8(a)(iii) (*Payments of WIFIA Debt Service*), *minus* (c) the aggregate principal amount of the WIFIA Loan repaid or prepaid by the Borrower, as reflected from time to time in the WIFIA Loan Amortization Schedule in accordance with Section 8(c) (*Adjustments to WIFIA Loan Amortization Schedule*).

"**WIFIA Loan Disbursement Schedule**" means the disbursement schedule set forth in **Schedule VI** (*WIFIA Loan Amortization Schedule*), reflecting the anticipated disbursement of proceeds of the WIFIA Loan, as such schedule may be amended from time to time pursuant to Section 4(b) (*Disbursement Conditions*).

"**WIFIA Loan Documents**" means this Agreement, the WIFIA Bond and the other Resolution Documents.

"**WIFIA Supplemental Resolution**" has the meaning ascribed to such term in Part E of Schedule I (*WIFIA Loan Specific Terms*).

"**WIFIA Term Sheet**" has the meaning ascribed to such term in **Part E of Schedule I** (*WIFIA Loan Specific Terms*).

Section 2. Interpretation. The rules of interpretation set forth below in this Section 2 shall apply to this Agreement, except as otherwise expressly provided herein.

(a) Unless the context shall otherwise require, the words "hereto," "herein," "hereof" and other words of similar import refer to this Agreement as a whole.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders and vice versa.

(c) Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise require.

(d) The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

(e) Whenever the Borrower's knowledge is implicated in this Agreement or the phrase "to the Borrower's knowledge" or a similar phrase is used in this Agreement, the Borrower's knowledge or such phrase(s) shall be interpreted to mean to the best of the Borrower's knowledge after reasonable and diligent inquiry.

(f) Unless the context shall otherwise require, references to preambles, recitals, sections, subsections, clauses, schedules, exhibits, appendices and provisions are to the applicable preambles, recitals, sections, subsections, clauses, schedules, exhibits, appendices and provisions of this Agreement.

(g) The recitals, schedules and exhibits to this Agreement, and the appendices and schedules to such exhibits, are hereby incorporated by reference and made an integral part of this Agreement.

(h) The headings or titles of this Agreement and its sections, schedules or exhibits, as well as any table of contents, are for convenience of reference only and shall not define or limit its provisions.

(i) Unless the context shall otherwise require, all references to any resolution, contract, agreement, lease or other document shall be deemed to include any amendments or supplements to, or modifications or restatements or replacements of, such documents that are approved from time to time in accordance with the terms thereof and hereof.

(j) Every request, order, demand, application, appointment, notice, statement, certificate, consent or similar communication or action hereunder by any party shall, unless otherwise specifically provided, be delivered in writing in accordance with Section 31 (*Notices*) and signed by a duly authorized representative of such party.

(k) References to "disbursements of WIFIA Loan proceeds" or similar phrasing shall be construed as meaning the same thing as "paying the purchase price of the WIFIA Bond."

(l) Whenever this Agreement requires a change in principal amount, interest rate or amortization schedule of the WIFIA Loan, it is intended that such change be reflected in the WIFIA Bond. Whenever there is a prepayment of the WIFIA Loan, it is intended that such prepayment be implemented through a prepayment of the WIFIA Bond.

(m) Whenever this Agreement sets forth a time period for a number of days by when a deliverable must be provided or an action must be taken, such time period shall be computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months.

ARTICLE II
THE WIFIA LOAN

Section 3. WIFIA Loan Amount. The principal amount of the WIFIA Loan shall not exceed the Maximum Principal Amount.

Section 4. Disbursement Conditions.

(a) WIFIA Loan proceeds shall be disbursed solely in respect of Eligible Project Costs paid or incurred and approved for payment by or on behalf of the Borrower in connection with the Project, including, for the avoidance of doubt, Eligible Project Costs that were initially funded with Interim Financing proceeds. Each Disbursement of the WIFIA Loan shall be

made pursuant to the procedures of **Schedule IV** (*Requisition Procedures*) and subject to the requirements of this Section 4 and the conditions set forth in Section 11(b) (*Conditions Precedent to Disbursements*); provided, that no Disbursements shall be made after the Final Disbursement Date.

(b) Subject to this Section 4, any scheduled Disbursement (as reflected in the WIFIA Loan Disbursement Schedule) that remains undrawn as of its scheduled date shall automatically be available for the next scheduled Disbursement date, up to the Final Disbursement Date, with the effect of automatically updating the WIFIA Loan Disbursement Schedule (and the WIFIA Loan Amortization Schedule) without need for the WIFIA Lender's approval. The Borrower may also amend the WIFIA Loan Disbursement Schedule by submitting a revised version thereof to the WIFIA Lender no later than thirty (30) days prior to the proposed effective date of such amendment, together with a detailed explanation of the reasons for such revisions. Such revised WIFIA Loan Disbursement Schedule shall become effective upon the WIFIA Lender's approval thereof, which approval shall be deemed granted if the WIFIA Lender has not objected within thirty (30) days from receipt of the revised schedule, and which approval shall have the effect of updating the WIFIA Loan Amortization Schedule to reflect the updated WIFIA Loan Disbursement Schedule. Notwithstanding the foregoing, the date of the first Disbursement shall not be earlier than the initial date of Disbursement set out in the WIFIA Loan Amortization Schedule as of the Effective Date.

Section 5. Term. The term of the WIFIA Loan shall extend from the Effective Date to the Final Maturity Date or to such earlier date as all amounts due or to become due to the WIFIA Lender hereunder have been irrevocably paid in full in immediately available funds.

Section 6. Interest Rate. The Borrower shall pay interest on the WIFIA Loan Balance at the WIFIA Interest Rate; provided, that, upon the occurrence of an Event of Default, the Borrower shall pay interest on the WIFIA Loan Balance at the Default Rate, (a) in the case of any Payment Default, from (and including) its due date to (but excluding) the date of actual payment of the overdue amount of principal of the WIFIA Loan and accrued interest thereon and (b) in the case of any other Event of Default, from (and including) the date of such occurrence to (but excluding) the earlier of the date on which (i) such Event of Default has been cured (if applicable) in accordance with the terms of this Agreement or waived by the WIFIA Lender and (ii) the WIFIA Loan Balance has been irrevocably paid in full in immediately available funds. Interest shall (x) accrue on the WIFIA Loan commencing on the date of the first disbursement of the WIFIA Loan, (y) be payable commencing on the Debt Service Payment Commencement Date and (z) be computed on the WIFIA Loan Balance on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months.

Section 7. Security and Priority; Flow of Funds.

(a) As security for the WIFIA Loan, and concurrently with the issuance and delivery of this Agreement, the Borrower has pledged, assigned and granted to the WIFIA Lender for its benefit, Liens on the Pledged Collateral to the extent and in the manner and priority set forth in the WIFIA Loan Documents. The Lien on the Pledged Collateral to secure the WIFIA Loan for the benefit of the WIFIA Lender is and shall be (i) on a parity in right of payment and right of security to the Lien on the Pledged Collateral in favor of the Senior Obligations and (ii) senior in

right of payment and right of security to the Lien on the Pledged Collateral in favor of the Subordinated Obligations. As evidence of the Borrower's obligation to repay the WIFIA Loan, the Borrower shall issue and deliver to the WIFIA Lender, as the registered owner, on or prior to the Effective Date, the WIFIA Bond. The WIFIA Bond shall be a Bond under the Resolution, entitled to all of the benefits of a Bond under the Resolution Documents.

(b) Amounts deposited in the Revenue Fund shall be applied in the order of priority described in, and in accordance with, the Flow of Funds.

Section 8. Repayments.

(a) Payment of WIFIA Debt Service.

(i) No WIFIA Debt Service shall be due or payable prior to the Debt Service Payment Commencement Date. The Borrower shall pay (A) WIFIA Debt Service in the amounts and manner and on the Payment Dates as set forth in the WIFIA Loan Amortization Schedule, as the same may be revised pursuant to Section 8(c) (*Adjustments to WIFIA Loan Amortization Schedule*) and (B) payments of any other amounts on each other date on which payment thereof is required to be made hereunder; provided, that, in either case if any such date is not a Business Day, payment shall be made on the next Business Day following such date. WIFIA Loan proceeds borrowed and repaid may not be reborrowed.

(ii) Notwithstanding anything herein to the contrary, the WIFIA Loan Balance and any accrued interest thereon shall be due and payable in full on the Final Maturity Date.

(iii) If a Capitalized Interest Period is applicable as set forth in **Part C of Schedule I** (*WIFIA Loan Specific Terms*), during the Capitalized Interest Period, no payment of principal or interest on the WIFIA Loan will be required to be made. On each Interest Payment Date occurring during the Capitalized Interest Period (including the day immediately following the end of the Capitalized Interest Period), interest accrued and not paid on the WIFIA Loan during each such six (6) month period shall be capitalized and added to the WIFIA Loan Balance, as set forth in the WIFIA Loan Amortization Schedule. Within thirty (30) days after the end of the Capitalized Interest Period, the WIFIA Lender shall give written notice to the Borrower stating the WIFIA Loan Balance as of the close of business on the last day of the Capitalized Interest Period, which statement thereof shall be deemed conclusive absent manifest error; provided, however, that no failure to give or delay in giving such notice shall affect any of the obligations of the Borrower hereunder or under any of the other WIFIA Loan Documents. Notwithstanding the foregoing, the Capitalized Interest Period shall end immediately upon written notification to the Borrower by the WIFIA Lender that an Event of Default has occurred and that the WIFIA Lender is ending the Capitalized Interest Period, in which case interest shall no longer be capitalized, payments of interest shall be due and payable beginning on the next Interest Payment Date

and payments of principal shall be due and payable beginning on the next Principal Payment Date, in each case in accordance with the terms hereof.

(iv) If an Interest Only Period is applicable as set forth in **Part C of Schedule I** (*WIFIA Loan Specific Terms*), during the Interest Only Period, the WIFIA Debt Service payable by the Borrower shall consist of one hundred percent (100%) of the amount of interest then due and payable on the WIFIA Loan Balance, and no payment of principal on the WIFIA Loan will be due and payable during the Interest Only Period.

(v) Any defeasance of the WIFIA Loan in accordance with Section 1201 (*Defeasance*) of the Resolution and applicable law shall not be deemed a repayment or prepayment of the WIFIA Loan in full, and the Borrower shall comply with all of its obligations hereunder and under the other WIFIA Loan Documents (other than with respect to payments of WIFIA Debt Service, which payments shall continue to be made in accordance with the WIFIA Loan Amortization Schedule by the succeeding entity assuming the Borrower's payment obligations), unless otherwise agreed by the WIFIA Lender, until the irrevocable payment in full in immediately available funds of the WIFIA Loan Balance, together with all accrued interest, fees and expenses with respect thereto.

(b) Manner of Payment. Payments under this Agreement (and the WIFIA Bond, which payments shall not be duplicative) shall be made in Dollars and in immediately available funds (without counterclaim, offset or deduction) in accordance with the payment instructions provided by the WIFIA Lender prior to the relevant payment, as may be modified in writing from time to time by the WIFIA Lender; provided, that the failure to provide updated payment instructions shall not affect in any manner the Borrower's obligations hereunder or under any other WIFIA Loan Document.

(c) Adjustments to WIFIA Loan Amortization Schedule.

(i) The WIFIA Lender may, from time to time, modify the WIFIA Loan Amortization Schedule included in **Schedule VI** (*WIFIA Loan Amortization Schedule*) to reflect (A) any change to the WIFIA Loan Balance, (B) any change to the date and amount of any principal or interest due and payable or to become due and payable by the Borrower hereunder in accordance with this Agreement, (C) any mathematical corrections as the WIFIA Lender may determine are necessary, and (D) with the consent of the Borrower (not to be unreasonably withheld), such other information as the WIFIA Lender may determine is necessary for administering the WIFIA Loan and this Agreement. Any calculations described above shall be rounded up to the nearest whole cent. Any adjustments or revisions to the WIFIA Loan Amortization Schedule as a result of a decrease in the WIFIA Loan Balance shall be applied to reduce future payments due on the WIFIA Loan in inverse order of maturity, other than prepayments which shall be applied in accordance with Section 9(b) (*General Prepayment Instructions*). If the WIFIA Loan Amortization Schedule is modified pursuant to this Section 8(c), the WIFIA Lender shall provide the Borrower with a copy of such revised WIFIA Loan Amortization Schedule, but no failure to provide or delay in providing the Borrower with such copy shall affect any of the obligations of the Borrower under this Agreement or the other WIFIA Loan Documents. The WIFIA Lender may also, from time to time or when so requested by the

Borrower, advise the Borrower by written notice of the amount of the WIFIA Loan Balance as of the date of such notice. Absent manifest error, the WIFIA Lender's determination of the WIFIA Loan Balance and all matters as set forth on the WIFIA Loan Amortization Schedule shall be deemed conclusive evidence thereof absent manifest error; provided, that neither the failure to make any such determination, modification, or recordation nor any error in such determination, modification, or recordation shall affect in any manner the Borrower's obligations hereunder or under any other WIFIA Loan Document.

(ii) The Borrower shall have the right to propose modifications to the WIFIA Loan Amortization Schedule with respect to the WIFIA Loan exercisable once on or prior to the date that is forty-five (45) days preceding the Debt Service Payment Commencement Date, such modifications to be submitted by the Borrower to the WIFIA Lender in an updated **Schedule VI** (*WIFIA Loan Amortization Schedule*) with adjustments to the column titled "Principal Payment as a % of Aggregate Amount of All Disbursements"; provided, that (x) the form of and any modification to the WIFIA Loan Amortization Schedule shall be subject to approval by the WIFIA Lender in its sole discretion, (y) the weighted average life of the WIFIA Loan shall not exceed forty two (42) years measured as of the initial disbursement date of the WIFIA Loan and (z) the WIFIA Loan Amortization Schedule shall comply with all applicable requirements under this Agreement and law and be approved by bond counsel to the Borrower.

Section 9. Prepayment.

(a) Optional Prepayments. The Borrower may prepay the WIFIA Loan, without penalty or premium, (i) in full on any date or (ii) in part on any Payment Date (and, if in part, the amounts thereof to be prepaid shall be determined by the Borrower; provided, that such prepayment shall be in principal amounts of $1,000,000 or any integral multiple of $1.00 in excess thereof), in each case from time to time but not more than once annually in accordance with 33 U.S.C. § 3908(c)(4)(A). The Borrower may make such prepayment by paying to the WIFIA Lender such principal amount of the WIFIA Loan to be prepaid, together with the unpaid interest accrued on the amount of principal so prepaid to the date of such prepayment and all fees and expenses then due and payable to the WIFIA Lender. Each prepayment of the WIFIA Loan pursuant to this Section 9(a) shall be made on such date and in such principal amount as shall be specified by the Borrower in a written notice, signed by the Borrower's Authorized Representative and delivered to the WIFIA Lender not less than thirty (30) days prior to the requested date of prepayment, unless otherwise agreed by the WIFIA Lender. At any time between delivery of such written notice and the applicable optional prepayment, the Borrower may, without penalty or premium, rescind its announced optional prepayment by further written notice to the WIFIA Lender. Anything in this Section 9(a) to the contrary notwithstanding, the failure by the Borrower to make any optional prepayment shall not constitute a breach or default under this Agreement.

(b) General Prepayment Instructions. Upon the WIFIA Lender's receipt of confirmation that payment in full in immediately available funds of the entire WIFIA Loan Balance and any unpaid interest, fees and expenses with respect thereto has occurred as a result of a prepayment, the WIFIA Lender shall surrender the WIFIA Bond to the Borrower or its authorized representative, by mail in accordance with Section 31 (*Notices*) or as otherwise agreed between the parties hereto. If the Borrower prepays only part of the unpaid balance of principal of the

WIFIA Loan, the WIFIA Lender may make a notation on the WIFIA Loan Amortization Schedule indicating the amount of principal of and interest on the WIFIA Loan then being prepaid. Absent manifest error, the WIFIA Lender's determination of such matters as set forth on an updated WIFIA Loan Amortization Schedule shall be conclusive evidence thereof; provided, that neither the failure to make any such recordation nor any error in such recordation shall affect in any manner the Borrower's obligations hereunder or under any other WIFIA Loan Document. All partial prepayments of principal shall be applied to reduce the WIFIA Loan Balance such that the remaining scheduled principal payments for the WIFIA Loan set out in the WIFIA Loan Amortization Schedule are reduced substantially pro rata. If such funds have not been so paid on the prepayment date, such principal amount of the WIFIA Loan shall continue to bear interest until payment thereof at the rate provided for in Section 6 (*Interest Rate*).

Section 10. Fees and Expenses.

(a) Fees. The Borrower shall pay to the WIFIA Lender:

(i) the Servicing Set-Up Fee, which shall be due and payable within thirty (30) days after receipt by the Borrower of an invoice from the WIFIA Lender with respect thereto (or, if earlier, the date of the first Disbursement of the WIFIA Loan);

(ii) the Construction Period Servicing Fee, which shall accrue on the first Business Day of the then-current Federal Fiscal Year and shall be due and payable on or prior to each November 15 during the period beginning from the Effective Date through (and including) the end of the Federal Fiscal Year during which the Substantial Completion Date occurs; provided, that the Initial Construction Period Servicing Fee shall be due and payable within thirty (30) days after receipt by the Borrower of an invoice from the WIFIA Lender with respect thereto (or, if earlier, the date of the first Disbursement of the WIFIA Loan); and

(iii) the Operating Period Servicing Fee, which shall accrue on the first Business Day of the then-current Federal Fiscal Year and shall be due and payable on or prior to each November 15, beginning with the first November 15 following the end of the Federal Fiscal Year during which the Substantial Completion Date occurs, until (and including) the Final Maturity Date; provided, that the Operating Period Servicing Fee due and payable with respect to the Federal Fiscal Year during which the Final Maturity Date occurs shall be equal to the *pro-rata* monthly portion of the then applicable Operating Period Servicing Fee multiplied by the number of partial or whole months remaining between October 1 and the Final Maturity Date.

(b) The amount of each Construction Period Servicing Fee (other than the initial Construction Period Servicing Fee) and each Operating Period Servicing Fee shall be adjusted in proportion to the percentage change in CPI for the calendar year immediately preceding the calendar year during which such fee is due. The WIFIA Lender shall notify the Borrower of the amount of each such fee at least thirty (30) days before payment is due, which determination shall be conclusive absent manifest error.

(c) Expenses. The Borrower agrees, whether or not the transactions hereby contemplated shall be consummated, to reimburse the WIFIA Lender on demand from time to time, within thirty (30) days after receipt by the Borrower of any invoice from the WIFIA Lender, for any and all fees, costs, charges, and expenses incurred by it (including the fees, costs, and expenses of its legal counsel, financial advisors, auditors and other consultants and advisors) in connection with the negotiation, preparation, execution, delivery, and performance of this Agreement and the other WIFIA Loan Documents and the transactions hereby and thereby contemplated, including attorneys', and engineers' fees and professional costs, including all such fees, costs, and expenses incurred as a result of or in connection with: (i) the enforcement of or attempt to enforce, or the monitoring, protection or preservation of any right or claim under, the Liens on the Pledged Collateral or any provision of this Agreement or any of the other WIFIA Loan Documents or the rights of the WIFIA Lender thereunder; (ii) any amendment, modification, re-execution, waiver, or consent with respect to this Agreement or any other WIFIA Loan Document; and (iii) any work-out, restructuring, or similar arrangement of the obligations of the Borrower under this Agreement or the other WIFIA Loan Documents, including during the pendency of any Event of Default.

(d) The obligations of the Borrower under this Section 10 shall survive the payment or prepayment in full or transfer of the WIFIA Bond, the enforcement of any provision of this Agreement or the other WIFIA Loan Documents, any such amendments, waivers or consents, any Event of Default, and any such workout, restructuring, or similar arrangement.

ARTICLE III
CONDITIONS PRECEDENT

Section 11. Conditions Precedent.

(a) Conditions Precedent to Effectiveness. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not become effective until each of the following conditions precedent has been satisfied or waived in writing by the WIFIA Lender in its sole discretion:

(i) The Borrower shall have duly executed and delivered to the WIFIA Lender this Agreement, the WIFIA Bond, and the WIFIA Supplemental Resolution, each in form and substance satisfactory to the WIFIA Lender.

(ii) The Borrower shall have delivered to the WIFIA Lender complete and fully executed copies of (A) the Resolution, together with any amendments, supplements, waivers or modifications thereto and (B) any Related Document with respect to which all or a portion of the proceeds are or will be applied to fund all or any portion of Total Project Costs, in each case that has been entered into on or prior to the Effective Date, along with a certification in the Closing Certificate that each such document is complete, fully executed and in full force and effect, and that all conditions contained in the Related Documents that are necessary to the closing of the WIFIA transaction contemplated hereby (if any) have been fulfilled.

(iii) The Borrower shall have delivered to the WIFIA Lender fully executed copies of each Existing Construction Contract, together with any amendments, waivers or modifications thereto.

(iv) Counsel to the Borrower shall have rendered to the WIFIA Lender legal opinions satisfactory to the WIFIA Lender in its sole discretion (including those opinions set forth on **Exhibit H-1** (*Opinions Required from Counsel to Borrower*) and bond counsel to the Borrower shall have rendered to the WIFIA Lender legal opinions satisfactory to the WIFIA Lender in its sole discretion (including those opinions set forth on **Exhibit H-2** (*Opinions Required from Bond Counsel*)).

(v) The Borrower shall have delivered to the WIFIA Lender a certificate, signed by the Borrower's Authorized Representative, substantially in the form attached hereto as **Exhibit B** (*Form of Closing Certificate*) (the "**Closing Certificate**"), designating the Borrower's Authorized Representative, confirming such person's position and incumbency, and certifying as to the satisfaction of the certain conditions precedent (and, if requested by the WIFIA Lender, has provided evidence satisfactory to the WIFIA Lender of such satisfaction), including the following:

(A) as of the Effective Date, (1) the maximum principal amount of the WIFIA Loan (excluding any interest that is capitalized in accordance with the terms hereof), together with the amount of any other credit assistance provided under the Act to the Borrower, does not exceed forty-nine percent (49%) of reasonably anticipated Eligible Project Costs; (2) the aggregate amount of Eligible Project Costs previously incurred prior to the Effective Date does not exceed fifty-one percent (51%) of Eligible Project Costs; and (3) the total federal assistance provided to the Project, including the maximum principal amount of the WIFIA Loan (excluding any interest that is capitalized in accordance with the terms hereof), does not exceed eighty percent (80%) of Total Project Costs;

(B) the Borrower is in compliance with NEPA and any applicable federal, state or local environmental review and approval requirements with respect to the Project;

(C) the Borrower has (1) obtained a FEIN (as evidenced by the delivery of a copy of the Borrower's W-9), (2) obtained a UEI Number, and (3) registered with, and obtained confirmation of active SAM registration status;

(D) the Borrower has obtained the WIFIA CUSIP Number;

(E) the representations and warranties of the Borrower set forth in this Agreement and in each other WIFIA Loan Document to which the Borrower is a party are true and correct on and as of the date hereof, except to the extent that such representations and warranties expressly relate to an

earlier date, in which case such representations and warranties were true and correct as of such earlier date; and

(F) no Material Adverse Effect, or any event or condition that could reasonably be expected to have a Material Adverse Effect, has occurred or arisen since the date of the Application.

(vi) The Borrower shall have provided evidence to the WIFIA Lender's satisfaction, prior to the Effective Date, of the assignment by at least one (1) Nationally Recognized Rating Agency of a public Investment Grade Rating on the WIFIA Loan, along with a certification in the Closing Certificate that no such rating has been reduced, withdrawn or suspended as of the Effective Date.

(vii) The Borrower shall have delivered to the WIFIA Lender the Public Benefits Report.

(viii) The Borrower shall have paid in full all invoices delivered by the WIFIA Lender to the Borrower as of the Effective Date for any applicable Servicing Fees and the fees and expenses of the WIFIA Lender's counsel and financial advisors and any auditors or other consultants retained by the WIFIA Lender for the purposes hereof.

(b) Conditions Precedent to Disbursements. Notwithstanding anything in this Agreement to the contrary, the WIFIA Lender shall have no obligation to make any Disbursement of the WIFIA Loan to the Borrower (including the initial Disbursement hereunder) until each of the following conditions precedent has been satisfied or waived in writing by the WIFIA Lender in its sole discretion:

(i) The Borrower shall have delivered to the WIFIA Lender a Requisition that complies with the provisions of Section 4 (*Disbursement Conditions*), **Schedule IV** (*Requisition Procedures*) and **Exhibit D** (*Form of Requisition*), including satisfactory Eligible Project Costs Documentation relating to such Requisition. The Borrower's Authorized Representative shall also certify in such Requisition that:

(A) at the time of, and immediately after giving effect to, any Disbursement of WIFIA Loan proceeds then currently requested, (1) no Default or Event of Default and no event of default under any other Related Document has occurred and is continuing and (2) no event that, with the giving of notice or the passage of time or both, would constitute an event of default under any other Related Document, has occurred and is continuing;

(B) no Material Adverse Effect, or any event or condition that could reasonably be expected to result in a Material Adverse Effect, has occurred since the Effective Date;

(C) the aggregate amount of all Disbursements (including the requested Disbursement amount but excluding any interest that is capitalized in accordance with the terms hereof) does not exceed (1) the

maximum principal amount of the WIFIA Loan or (2) the amount of Eligible Project Costs paid or incurred by the Borrower;

(D) the Eligible Project Costs for which reimbursement or payment is being requested has not been reimbursed or paid by any previous disbursement of (1) WIFIA Loan proceeds or (2) any other source of funding for the Project as identified in the Project Budget;

(E) (1) the Borrower, and each of its contractors and subcontractors at all tiers with respect to the Project, has complied with all applicable laws, rules, regulations and requirements, including 40 U.S.C. §§3141-3144, 3146, and 3147 (relating to Davis-Bacon Act requirements) (and regulations relating thereto) and 33 U.S.C. §3914 (relating to American iron and steel products); and (2) supporting documentation, such as certified payroll records and certifications for all iron and steel products used for the Project, are being maintained and are available for review upon request by the WIFIA Lender;

(F) the representations and warranties of the Borrower set forth in this Agreement and in each other WIFIA Loan Document are true and correct as of each date on which any disbursement of the WIFIA Loan is made, except to the extent such representations and warranties expressly relate to an earlier date (in which case, such representations and warranties are true and correct as of such earlier date); and

(G) the Borrower represents that it has delivered all required deliverables under and in compliance with the requirements of **Schedule V** (*Reporting Requirements*), except as has been otherwise agreed by the WIFIA Lender; and

(H) the amount being requested for Disbursement is with respect to Eligible Project Costs for which all or a portion of the Eligible Project Costs Documentation was previously submitted to and approved by the WIFIA Lender in accordance with **Schedule IV** (*Requisition Procedures*) and **Schedule V** (*Reporting Requirements*) of the WIFIA Loan Agreement, and/or the Borrower has set out in the Requisition (or attached separately to the Requisition) a summary of any Eligible Project Costs that have not otherwise been previously submitted to the WIFIA Lender for approval, together with supporting Eligible Project Costs Documentation.

(ii) If applicable, to the extent necessary to make the representations and warranties in Section 12(f) (*Litigation*) and 12(j)(iii) (*Compliance with Laws*) true, correct and complete as of the date of the applicable Disbursement, the Borrower shall have delivered an updated **Schedule III** (*Borrower Disclosures*).

(iii) The Borrower shall have paid in full (A) any outstanding Servicing Fees due and payable under Section 10 (*Fees and Expenses*) and (B) all invoices delivered

by the WIFIA Lender to the Borrower, for the fees and expenses of the WIFIA Lender's counsel and financial advisors and any auditors or other consultants retained by the WIFIA Lender for the purposes hereof.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

Section 12. Representations and Warranties of Borrower. The Borrower hereby represents and warrants that, as of the Effective Date and, as to each of the representations and warranties below other than those contained in Section 12(b) (*Officers' Authorization*) and the first sentence of Section 12(m) (*Construction Contracts*), as of each date on which any Disbursement of the WIFIA Loan is requested or made:

(a) Organization; Power and Authority. The Borrower is a Legal Entity duly organized and validly existing under its Organizational Documents and the laws of the State, has full legal right, power and authority to do business in the State and to enter into the WIFIA Loan Documents then in existence, to execute and deliver this Agreement and the WIFIA Bond, and to carry out and consummate all transactions contemplated hereby and thereby and has duly authorized the execution, delivery and performance of this Agreement, the WIFIA Bond, and the other WIFIA Loan Documents. Other than such Organizational Documents and the Resolution Documents, there are no additional instruments or documents necessary for the Borrower to execute and deliver, or to perform its obligations under, the WIFIA Loan Documents to which it is a party and to consummate and implement the transactions contemplated by the WIFIA Loan Documents.

(b) Officers' Authorization. As of the Effective Date, the officers of the Borrower executing (or that previously executed) the WIFIA Loan Documents, and any certifications or instruments related thereto, to which the Borrower is a party are (or were at the time of such execution) duly and properly in office and fully authorized to execute the same.

(c) Due Execution; Enforceability. Each of the WIFIA Loan Documents in effect as of any date on which this representation and warranty is made, and to which the Borrower is a party, has been duly authorized, executed and delivered by the Borrower and constitutes the legal, valid and binding agreement of the Borrower enforceable against the Borrower in accordance with its terms, except as such enforceability (i) may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and (ii) is subject to general principles of equity (regardless of whether enforceability is considered in equity or at law).

(d) Non-Contravention. The execution and delivery of the WIFIA Loan Documents to which the Borrower is a party, the consummation of the transactions contemplated by the WIFIA Loan Documents, and the fulfillment of or compliance with the terms and conditions of all of the WIFIA Loan Documents, do not and will not (i) conflict with the Borrower's Organizational Documents, (ii) conflict in any material respect with, or constitute a violation, breach or default (whether immediately or after notice or the passage of time or both) by the Borrower of or under, any applicable law, administrative rule or regulation, any applicable court

or administrative decree or order, or any Resolution, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the Borrower is a party or by which it or its properties or assets are otherwise subject or bound, or (iii) result in the creation or imposition of any Lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower, other than Permitted Liens.

(e) Consents and Approvals. All Governmental Approvals required as of the Effective Date and required as of any subsequent date on which this representation is made (or deemed made) for the undertaking, construction and completion by the Borrower of the Project and the operation and maintenance of the System, and to execute and deliver and perform its obligations under the WIFIA Loan Documents and the Construction Contracts, have been obtained or effected and are in full force and effect. The Borrower is not in default with respect to any Governmental Approval, which default could reasonably be expected to result in a Material Adverse Effect. No consent or approval of any trustee, holder of any indebtedness of the Borrower or any other Person is necessary in connection with the execution, delivery, and performance by the Borrower of the WIFIA Loan Documents and the consummation of any transaction contemplated thereunder, except as have been obtained or made and as are in full force and effect.

(f) Litigation. Except as set forth in **Part B of Schedule III** (*Borrower Disclosures*), there is no action, suit, proceeding or, to the knowledge of the Borrower, any inquiry or investigation, in any case before or by any court or other Governmental Authority pending or, to the knowledge of the Borrower, threatened against or affecting the System, the Project or the ability of the Borrower to execute, deliver and perform its obligations under the WIFIA Loan Documents or that in any case could reasonably be expected to result in a Material Adverse Effect.

(g) Security Interests. (i) The Resolution Documents and the Organizational Documents together establish, and (ii) the Borrower has taken all necessary action to pledge, assign, and grant, in each case for the benefit of the WIFIA Lender, legal, valid, binding and enforceable Liens on the Pledged Collateral purported to be created, pledged, assigned, and granted pursuant to and in accordance with the Resolution Documents, irrespective of whether any Person has notice of the pledge and without the need for any physical delivery, recordation, filing, or further act, and if applicable, the security interests created in the Pledged Collateral have been duly perfected under applicable State law. Such Liens are in full force and effect and are not subordinate or junior to any other Liens in respect of the Pledged Collateral except for the Liens arising by operation of law, and not pari passu with any Liens other than the Liens on the Pledged Collateral in favor of the Bonds. The Borrower is not in breach of any covenant set forth in Section 14(b) (*Securing Liens*) or in the Resolution Documents with respect to the matters described in Section 14(b) (*Securing Liens*). As of the Effective Date and as of each other date this representation and warranty is made, (A) all documents and instruments have been recorded or filed for record in such manner and in such places as are required and all other action as is necessary or desirable has been taken to establish a legal, valid, binding, and enforceable and, if applicable, perfected, Lien on the Pledged Collateral in favor of all of the Bonds (including the WIFIA Bond) to the extent contemplated by the Resolution Documents, and (B) all taxes and filing fees that are due and payable in connection with the execution, delivery or recordation of any Resolution Documents or any instruments, certificates or financing statements in connection with the foregoing, have been paid. Neither the attachment, validity, enforceability, priority or, if

applicable, perfection, of the security interest in the Pledged Collateral granted pursuant to the Resolution Documents is governed by Article 9 of the UCC.

(h) No Debarment. The Borrower has fully complied with its verification obligations under 2 C.F.R. § 180.320 and confirms, based on such verification, that, to its knowledge, neither the Borrower nor any of its principals (as defined in 2 C.F.R. § 180.995 and supplemented by 2 C.F.R § 1532.995) (i) is debarred, suspended or voluntarily excluded from participation in Government contracts, procurement or non-procurement matters, (ii) is presently indicted for or otherwise criminally or civilly charged by a Governmental Authority with commission of any of the offenses listed in 2 C.F.R. § 180 or 2 C.F.R. § 1532; and (iii) have, within the three (3) year period preceding the Effective Date, (x) been convicted for or had a civil judgment rendered against the Borrower for any of the offenses within such period or (y) had any public transactions (federal, state or local) terminated for cause or default.

(i) No Lobbying. Pursuant to 31 U.S.C. §1352, to the best of the Borrower's knowledge and belief, (A) no Federal appropriated funds have been paid or will be paid, by or on behalf of the Borrower, to any Person for influencing or attempting to influence an officer or employee of an agency, a member (or employee of a member), officer, or employee of the U.S. Congress, in connection with the making of the WIFIA Loan, execution (including amendments or modifications) of the WIFIA Loan Documents, or any other federal action under 31 U.S.C. §1352(a)(2); and (B) if any funds other than Federal appropriated funds have been paid or will be paid to any Person for influencing or attempting to influence an officer or employee of any agency, a member (or employee of a member), officer, or employee of the U.S. Congress in connection with the WIFIA Loan, the Borrower has completed and submitted to the WIFIA Lender Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(j) Compliance with Laws.

(i) The Borrower, and to the best of its knowledge, each of its contractors and subcontractors at all tiers with respect to the Project, has complied with all applicable laws, rules, regulations and requirements, including 40 U.S.C. §§3141-3144, 3146, and 3147 (relating to Davis-Bacon Act requirements) (and regulations relating thereto), 33 U.S.C. §3914 (relating to American iron and steel products), 20 C.F.R. §180.320 and 20 C.F.R. §1532 (relating to non-debarment), 31 U.S.C. §1352 and 49 C.F.R. §20.100 (relating to non-lobbying), and any applicable Sanctions Laws.

(ii) To ensure such compliance, the Borrower has included in all contracts with respect to the Project (A) the contract clauses relating to applicable federal requirements (such as Davis-Bacon) and (B) requirements that its contractors (1) shall comply with all applicable laws, rules, regulations, and requirements set forth in this Section 12(j) and follow applicable federal guidance and (2) incorporate in all subcontracts (and cause all subcontractors to include in lower tier subcontracts) such terms and conditions as are required to be incorporated therein by any applicable laws, rules, regulations and requirements set forth in this Section 12(j).

(iii) Except as set forth in **Part C of Schedule III** (*Borrower Disclosures*), the Borrower is in compliance with all laws applicable to the System (including the Project) relating to environmental, health or safety matters.

(k) Credit Ratings. The WIFIA Loan has received a public Investment Grade Rating from at least one (1) Nationally Recognized Rating Agency, written evidence of such rating has been provided to the WIFIA Lender prior to the Effective Date, and such rating has not been reduced, withdrawn or suspended as of the Effective Date.

(l) No Defaults. No Default or Event of Default, and no default or event of default by the Borrower under any other Related Document, has occurred and is continuing.

(m) Construction Contracts. **Part C of Schedule II** (*Project Details*) sets forth a list of the Existing Construction Contracts as of the Effective Date. With respect to each Construction Contract executed as of any date on which this representation and warranty is made, such Construction Contract is in full force and effect.

(n) Information. The information furnished by, or on behalf of, the Borrower to the WIFIA Lender, when taken as a whole, is true and correct in all material respects (other than for projections and other forward-looking statements contained in the Base Case Financial Model and any Updated Financial Model/Plan which have been made in good faith and based on reasonable assumptions) and does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading as of the date made or furnished.

(o) Insurance. The Borrower is in compliance with all insurance obligations required under each Construction Contract and the WIFIA Loan Documents (including Section 14(f) (*Insurance*) hereof) as of the date on which this representation and warranty is made. To the extent the Borrower self-insures, the Borrower's self-insurance program is actuarially sound.

(p) No Prohibited Liens. Except for Permitted Liens, the Borrower has not created, and is not under any obligation to create, and has not entered into any transaction or agreement that would result in the imposition of, any Lien on the Pledged Collateral, the System, the Project, the Revenues, or the Borrower's respective rights in any of the foregoing.

(q) Financial Statements. Each income statement, balance sheet and statement of operations and cash flows (collectively, "**Financial Statements**") delivered to the WIFIA Lender pursuant to **Part B of Schedule V** (*Reporting Requirements*) has been prepared in accordance with GAAP and presents fairly, in all material respects, the financial condition (including any liabilities or obligations that are required to be disclosed in accordance with GAAP) of the Borrower as of the respective dates of the balance sheets included therein and the results of operations of the Borrower for the respective periods covered by the statements of income included therein.

(r) Securities Laws. Under existing law, the WIFIA Bond may be issued and sold without registration under the Securities Act of 1933, as amended, and any State blue sky laws, and the Resolution is exempt from qualification pursuant to the Trust Resolution Act of 1939, as amended.

(s) No Delinquent Taxes or Federal Debt. The Borrower has paid all applicable taxes and other material taxes and assessments payable by it that have become due (other than those taxes or assessments that it is contesting in good faith and by appropriate proceedings, for which adequate reserves have been established to the extent required by GAAP). The Borrower has no delinquent federal debt (including tax liabilities but excluding any delinquencies that have been resolved with the appropriate federal agency in accordance with the standards of the Debt Collection Improvement Act of 1996).

(t) Sufficient Funds. The amount of the WIFIA Loan, when combined with all other funds committed for the development and construction of the Project as set forth under the various sources of funds in the Project Budget, will be sufficient to carry out the Project, pay all Total Project Costs anticipated for the development and construction of the Project and achieve Substantial Completion by the Projected Substantial Completion Date. The total federal assistance provided to the Project, including the maximum principal amount of the WIFIA Loan (excluding any interest that is capitalized in accordance with the terms hereof), does not exceed eighty percent (80%) of Total Project Costs. The Updated Financial Model/Plan most recently delivered to the WIFIA Lender pursuant to **Part A of Schedule V** (*Reporting Requirements*) demonstrates that the projected Revenues are sufficient to meet the WIFIA Loan Amortization Schedule. The Borrower has developed, and identified adequate revenues to implement, a plan for operating, maintaining, and repairing the Project over the useful life of the Project.

(u) Sovereign Immunity. The Borrower either has no immunity from the jurisdiction of any court of competent jurisdiction or from any legal process therein which could be asserted in any action to enforce the obligations of the Borrower under any of the WIFIA Loan Documents to which it is a party or the transactions contemplated hereby or thereby, including the obligations of the Borrower hereunder and thereunder, or, to the extent that the Borrower has such immunity, the Borrower has waived such immunity pursuant to Section 14(m) (*Immunity*).

(v) Accuracy of Representations and Warranties. The representations, warranties and certifications of the Borrower set forth in this Agreement and the other WIFIA Loan Documents are true, correct, and complete, except to the extent such representations and warranties expressly relate to an earlier date (in which case, such representations and warranties shall be true, correct, and complete as of such earlier date).

Section 13. Representations and Warranties of WIFIA Lender. The WIFIA Lender represents and warrants that:

(a) Power and Authority. The WIFIA Lender has all requisite power and authority to make the WIFIA Loan and to perform all transactions contemplated by the WIFIA Loan Documents to which it is a party.

(b) Due Execution; Enforceability. The WIFIA Loan Documents to which it is a party have been duly authorized, executed and delivered by the WIFIA Lender, and are legally valid and binding agreements of the WIFIA Lender, enforceable in accordance with their terms.

(c) Officers' Authorization. The officers of the WIFIA Lender executing each of the WIFIA Loan Documents to which the WIFIA Lender is a party are duly and properly in office and fully authorized to execute the same on behalf of the WIFIA Lender.

ARTICLE V
COVENANTS

Section 14. Affirmative Covenants. The Borrower covenants and agrees as follows until the date the WIFIA Bond and all of the obligations of the Borrower under this Agreement (other than contingent indemnity obligations) are irrevocably paid in full in immediately available funds and the WIFIA Lender no longer has any commitment to make Disbursements to the Borrower, unless the WIFIA Lender waives compliance in writing:

(a) Rate Covenant. The Borrower shall comply with all requirements and conditions specified in the Rate Covenant. If the Borrower fails to prescribe, fix, maintain, and collect rates, fees, and other charges, or to revise such rates, fees, and other charges, in accordance with the provisions of Section 710 of the Resolution in any Fiscal Year, but the Borrower in the next Fiscal Year has promptly taken all available measures to revise such rates, fees and other charges as advised by a Consultant retained by the Borrower to review the operations of the System, there shall be no Event of Default as described in Section 801 of the Resolution until the end of such next Fiscal Year and only then if Net Revenues are less than the amount required by Section 710 of the Resolution. The Borrower shall retain a Consultant to review the operations of the System in accordance with Section 710 of the Resolution promptly following the initial determination of the Borrower's failure to prescribe, fix, maintain, and collect rates, fees, and other charges, or to revise such rates, fees, and other charges, in accordance with the provisions of Section 710 of the Resolution.

(b) Securing Liens. The Borrower shall at any and all times, to the extent permitted by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable in connection with assuring, conveying, granting, assigning, securing and confirming the Liens on the Pledged Collateral (whether now existing or hereafter arising) granted to the WIFIA Lender for its benefit pursuant to the WIFIA Loan Documents, or intended so to be granted pursuant to the WIFIA Loan Documents, or which the Borrower may become bound to grant. The Borrower shall at all times maintain the Pledged Collateral free and clear of any Lien that has priority over, or equal rank with, the Liens created by the Resolution Documents, other than Permitted Liens, and all organizational, regulatory or other necessary action on the part of the Borrower to that end shall be duly and validly taken at all times. The Borrower shall at all times, to the extent permitted by law, defend, preserve and protect the Liens on the Pledged Collateral granted pursuant to the WIFIA Loan Documents and for the benefit of the WIFIA Lender under the WIFIA Loan Documents against all claims and demands of all Persons whomsoever, subject to Permitted Liens.

(c) Use of Proceeds. The Borrower shall use the proceeds of the WIFIA Loan solely for purposes permitted by applicable law, this Agreement and the other WIFIA Loan Documents.

(d) Prosecution of Work; Verification Requirements.

(i) The Borrower shall diligently prosecute the work relating to the Project and complete the Project in accordance with the Construction Schedule (and on or prior to the Development Default Date), the Governmental Approvals in connection with the Project, and prudent utility and industry practice.

(ii) The Borrower shall comply with Subpart C of 2 C.F.R. Part 180, as supplemented by Subpart C of 2 C.F.R. Part 1532 (relating to debarment), including the verification requirements set forth in 2 C.F.R. §§ 180.300 and 180.320, and shall include in its contracts with respect to the Project similar terms or requirements for compliance.

(e) Operations and Maintenance. The Borrower shall operate and maintain the System (including the Project) substantially in accordance with the Updated Financial Model/Plan most recently delivered by the Borrower to the WIFIA Lender pursuant to **Part A of Schedule V** (*Reporting Requirements*) and its operations and maintenance plan (that incorporates the Project). The Borrower shall operate and maintain the System (including the Project) in accordance with Section 709 of the Resolution.

(f) Insurance.

(i) The Borrower shall at all times procure and maintain or cause to be maintained insurance on the System and the construction of the Project, with responsible insurers, or as part of a reasonable system of self-insurance that is actuarially sound and adequately funded, in such amounts and against such risks (including damage to or destruction of the System) as are customarily maintained with respect to works and properties of like character against accident to, loss of, or damage to such works or properties, including insurance against public liability, property damage, workers' compensation, and builders' risk, casualty and liability, as appropriate, and otherwise in accordance with the Resolution Documents and Construction Contracts. The insurance policies shall be available at all reasonable times for inspection upon request by the WIFIA Lender, its agents and representatives.

(ii) The Borrower shall cause all liability insurance policies that it maintains (excluding property damage, automobile or workers' compensation insurance), to reflect the WIFIA Lender as an additional insured to the extent of its insurable interest.

(g) Maintain Legal Structure. The Borrower shall maintain its existence as a Legal Entity organized and existing under its Organizational Documents and the laws of the State.

(h) System Accounts; Permitted Investments.

(i) The Borrower shall maintain the Revenue Fund in accordance with the terms hereof and the Resolution Documents. All Revenues received shall be deposited into the Revenue Fund in accordance with Section 504 of the Resolution and, subject to the application of Revenues to Operation and Maintenance Expenses in accordance with Section 505, of the Resolution, shall be applied in accordance with Section 506 of the

Resolution. The Borrower shall not apply any portion of the Revenues in contravention of this Agreement or the Resolution Documents.

(ii) If a WIFIA Debt Service Reserve Requirement is applicable as set forth in **Part D of Schedule I** (*WIFIA Loan Specific Terms*), the Borrower shall maintain the WIFIA Debt Service Reserve Account in an amount equal to the WIFIA Debt Service Reserve Requirement in accordance with the provisions of the applicable Resolution Documents, including Section 508 of the Resolution. If the WIFIA Debt Service Reserve Account is funded with proceeds of the WIFIA Loan, amounts in the WIFIA Debt Service Reserve Account shall be applied only to make payments with respect to the WIFIA Bond.

(iii) Amounts on deposit in the System Accounts shall be held uninvested or invested in Permitted Investments. Permitted Investments must mature or be redeemable at the election of the holder at such times as may be necessary to ensure that funds will be available within the applicable account to be applied towards the purpose for which the applicable account has been established.

(i) Compliance with Laws.

(i) The Borrower shall, and shall require its contractors and subcontractors at all tiers with respect to the Project to, comply with all applicable laws, rules, regulations and requirements, including 40 U.S.C. §§3141-3144, 3146, and 3147 (relating to Davis-Bacon Act requirements) (and regulations relating thereto), 33 U.S.C. §3914 (relating to American iron and steel products), 20 C.F.R. § 180.320 and 20 C.F.R. §1532 (relating to non-debarment), 31 U.S.C. §1352 (relating to non-lobbying), and any applicable Sanctions Laws.

(ii) To ensure such compliance, the Borrower shall include in all contracts with respect to the Project (A) the contract clauses relating to applicable federal requirements (such as Davis-Bacon) and (B) requirements that its contractors (1) shall comply with all applicable laws, rules, regulations, and requirements set forth in this Section 14(i) and follow applicable federal guidance and (2) incorporate in all subcontracts (and cause all subcontractors to include in lower tier subcontracts) such terms and conditions as are required to be incorporated therein by any applicable laws, rules, regulations and requirements set forth in this Section 14(i).

(j) Material Obligations. The Borrower shall pay its material obligations payable from the Revenues promptly and in accordance with their terms and pay and discharge promptly all taxes, assessments and governmental charges or levies imposed upon it or upon the Pledged Collateral or other assets of the System, before the same shall become delinquent or in default, as well as all lawful and material claims for labor, materials and supplies or other claims which, if unpaid, might give rise to a Lien upon the System or any part thereof or on the Revenues or the Pledged Collateral; provided, however, that such payment and discharge shall not be required with respect to any such tax, assessment, charge, levy, claim or Lien so long as the validity or amount thereof shall be contested by the Borrower in good faith by appropriate proceedings and so long as the Borrower shall have set aside adequate reserves with respect thereto in accordance with and to the extent required by GAAP, applied on a consistent basis.

(k) SAM Registration and DUNS Number. The Borrower shall obtain and maintain, on or prior to the Effective Date through (i) the Final Disbursement Date, an active SAM registration status and (ii) the Final Maturity Date, a UEI Number.

(l) Events of Loss; Loss Proceeds. If an Event of Loss shall occur with respect to the System (including the Project) or any part thereof, the Borrower shall (i) diligently pursue all of its rights to compensation against all relevant insurers, reinsurers and Governmental Authorities, as applicable, in respect of such Event of Loss and (ii) apply all Loss Proceeds (after excluding any proceeds of delay-in-start-up insurance and proceeds covering liability of the Borrower to third parties) in respect of such Event of Loss to repair, reconstruct, and/or replace the portion of the System in respect of which the applicable Loss Proceeds were received. The Borrower shall begin such repair, reconstruction or replacement promptly after such damage or destruction shall occur, and shall continue and properly complete such repair, reconstruction or replacement as expeditiously as possible, and shall pay out of such Loss Proceeds (after excluding any proceeds of delay-in-start-up insurance and proceeds covering liability of the Borrower to third parties) all costs and expenses in connection with such repair, reconstruction or replacement so that the same shall be completed and the System shall be free and clear of all claims and Liens.

(m) Immunity. To the fullest extent permitted by applicable law, the Borrower agrees that it will not assert any immunity (and hereby waives any such immunity) it may have as a governmental entity from lawsuits, other actions and claims, and any judgments with respect to the enforcement of any of the obligations of the Borrower under this Agreement or any other WIFIA Loan Document.

(n) Accounting and Audit Procedures.

(i) The Borrower shall establish fiscal controls and accounting procedures sufficient to assure proper accounting for all (A) Revenues, operating expenses, capital expenses, depreciation, reserves, debt issued and outstanding and debt payments and (B) Project-related costs, Requisitions submitted, WIFIA Loan proceeds received, payments made by the Borrower with respect to the Project, and other sources of funding for the Project (including amounts paid from such sources for Project costs so that audits may be performed to ensure compliance with and enforcement of this Agreement). The Borrower shall use accounting, audit and fiscal procedures conforming to GAAP, including, with respect to the WIFIA Loan, accounting of principal and interest payments, disbursements, prepayments and calculation of interest and principal amounts Outstanding.

(ii) The Borrower shall have a single or program-specific audit conducted in accordance with 2 C.F.R. Part 200 Subpart F and 31 U.S.C. § 7502 from (and including) the first Borrower Fiscal Year in which a Disbursement is made under this Agreement and annually thereafter to the extent required by applicable law, except in all cases to the extent biennial audits are permitted for the Borrower pursuant to 2 C.F.R. § 200.504 and 31 U.S.C. § 7502(b). Upon reasonable notice, the Borrower shall cooperate fully in the conduct of any periodic or compliance audits conducted by the WIFIA Lender, or designees thereof, pursuant to 40 C.F.R. Part 35, 31 U.S.C. § 7503(b), or 31 U.S.C. § 6503(h) and shall provide full access to any books, documents, papers or other records

that are pertinent to the Project or the WIFIA Loan, to the WIFIA Lender, or the designee thereof, for any such project or programmatic audit.

(o) Access; Records.

(i) So long as the WIFIA Loan or any portion thereof shall remain outstanding and until five (5) years after the WIFIA Loan shall have been paid in full, the WIFIA Lender shall have the right, upon reasonable prior notice, to visit, monitor and/or inspect any portion of the Project and its operations, to examine books of account and records of the Borrower relating to the Project, to make copies and extracts therefrom at the Borrower's expense, and to discuss the Borrower's affairs, finances and accounts relating to the Project with, and to be advised as to the same by, its officers and employees and its independent public accountants (and by this provision the Borrower irrevocably authorizes its independent public accountants to discuss with the WIFIA Lender the affairs, finances and accounts of the Borrower, whether or not any representative of the Borrower is present, it being understood that nothing contained in this Section 14(o) is intended to confer any right to exclude any such representative from such discussions), all at such reasonable times and intervals as the WIFIA Lender may request. The Borrower agrees to pay all out-of-pocket expenses incurred by the WIFIA Lender in connection with the WIFIA Lender's exercise of its rights under this Section 14(o) at any time when an Event of Default shall have occurred and be continuing.

(ii) The Borrower shall maintain and retain all pertinent files relating to the Project and the WIFIA Loan, as may be necessary for the WIFIA Lender to facilitate an effective and accurate audit and performance evaluation of the Project, until five (5) years after the later of the date on which (A) all rights and duties under this Agreement and under the WIFIA Bond (including payments) have been fulfilled and any required audits have been performed and (B) any litigation relating to the Project, the WIFIA Loan or this Agreement is finally resolved or, if the WIFIA Lender has reasonable cause to extend such date, a date to be mutually agreed upon by the WIFIA Lender and the Borrower. The Borrower shall provide to the WIFIA Lender in a timely manner all records and documentation relating to the Project that the WIFIA Lender may reasonably request from time to time.

Section 15. Negative Covenants. The Borrower covenants and agrees as follows until the date the WIFIA Bond and all of the Obligations of the Borrower under this Agreement (other than contingent indemnity obligations) are irrevocably paid in full in immediately available funds and the WIFIA Lender no longer has any commitment to make Disbursements to the Borrower, unless the WIFIA Lender waives compliance in writing:

(a) Indebtedness.

(i) Program Requirements. The Borrower may not create, incur or suffer to exist any Obligations (1) the payments with respect to which are senior or prior in right of payment by the Borrower of the WIFIA Loan or (2) secured by a Lien on the Pledged Collateral that is senior to the Lien on the Pledged Collateral in favor of the WIFIA Lender or (3) all or a portion of the proceeds of which are or will be applied at any time to

fund all or any portion of Total Project Costs, that are secured by a Lien on any assets or property of the Borrower other than the Pledged Collateral. The Borrower shall not incur any indebtedness of any kind payable from, secured or supported by the Pledged Collateral, including Permitted Debt, without the prior written consent of the WIFIA Lender, while an Event of Default relating to a Payment Default or a Bankruptcy Related Event has occurred and is continuing.

(ii) Issuance of Additional Obligations. The Borrower shall not issue or incur any Additional Obligations except in accordance with all requirements and conditions set forth in the Additional Bonds Test.

(iii) Issuance of Subordinated Obligations. The Borrower shall not issue or incur any Subordinated Obligations except for Subordinated Obligations which (A) are secured by a pledge of Revenues which are fully subordinated in all respects to the pledge of the Pledged Collateral in favor of the Bonds, (B) have a right of payment and is payable in the Flow of Funds on a basis subordinate to the priority of payment of the Bonds, and (C) except to the extent agreed to by the WIFIA Lender in writing and in its discretion in connection with the establishment by the Borrower of a commercial credit program that otherwise qualifies as Subordinated Obligations, do not have a right to accelerate without the consent of the WIFIA Lender.

(b) No Lien Extinguishment or Adverse Amendments. The Borrower shall not, and shall not permit any Person to, without the prior written consent of the WIFIA Lender, (i) extinguish the Rate Covenant; (ii) extinguish or impair the Liens on the Pledged Collateral or any dedicated source of repayment of the WIFIA Loan or any other Obligations (the proceeds of which are applied to fund Total Project Costs), in each case granted pursuant to the Resolution, (iii) amend, modify, replace or supplement any Related Document or permit a waiver of any provision thereof in a manner that could adversely affect the WIFIA Lender or could reasonably be expected to result in a Material Adverse Effect, or (iv) terminate, assign or replace any Related Document in a manner that could adversely affect the WIFIA Lender or could reasonably be expected to have a Material Adverse Effect.

(c) No Prohibited Liens. Except for Permitted Liens, the Borrower shall not create, incur, assume or permit to exist any Lien on the Project, the Pledged Collateral, the Revenues, or the Borrower's respective rights in any of the foregoing and the Pledged Collateral will be free and clear of any Lien that is of equal rank with or senior to the pledge of the Borrower created under the Resolution Documents for the benefit of the WIFIA Lender.

(d) Restricted Payments and Transfers. The Borrower shall not permit Revenues or other assets of the System, or any funds in any accounts held under the Bond Resolution or in any other fund or account held by or on behalf of the Borrower, to be paid or transferred or otherwise applied for purposes other than ownership, operation or maintenance of the System; provided that so long as no Payment Default or failure of compliance with the Rate Covenant has occurred and is continuing, the Borrower may use Revenues or other assets of the System, or any funds in any accounts held under the Resolution or in any other fund or account held by or on behalf of the Borrower with Revenues on deposit therein for the purpose of making payments in lieu of taxes pursuant to Tennessee Code Annotated Section 7-34-115.

(e) No Prohibited Sale, Lease or Assignment. The Borrower shall not sell, lease or assign its rights in and to the System or a substantial portion of the assets included in the System, unless such sale, lease or assignment (i) could not reasonably be expected to have a Material Adverse Effect and (ii) is made by the Borrower in the ordinary course of business or is otherwise permitted in accordance with Section 707(b) of the Resolution.

(f) Mergers and Acquisitions. The Borrower shall not, and shall not agree to, reorganize, consolidate with or merge into another Person unless (i) such reorganization, merger or consolidation is with or into another entity established by State law and such reorganization, merger or consolidation is permitted by State law, and in each case, does not adversely affect or impair to any extent or in any manner (A) the Revenues or other elements of the Pledged Collateral or (B) the availability of the Revenues for the payment and security of the obligations of the Borrower under this Agreement; and (ii) the Borrower provides to the WIFIA Lender notice of such reorganization, consolidation or merger in accordance with **Part E of Schedule V** (*Reporting Requirements*) and such other information concerning such reorganization, consolidation or merger as shall have been reasonably requested by the WIFIA Lender.

(g) Hedging. Other than interest rate hedging transactions permitted under the Resolution, the Borrower shall not enter into any swap or hedging transaction, including any such transaction that is speculative or creates extraordinary leverage or risk, without the prior written consent of the WIFIA Lender.

(h) No Prohibited Payments. The Borrower shall not pay any portion of WIFIA Debt Service nor any other amount to the WIFIA Lender or to the Federal Government pursuant to the WIFIA Loan Documents with funds received directly or indirectly from the Federal Government; provided, however, that the Borrower may prepay the WIFIA Loan in whole or in part with the proceeds of a validly issued federal credit instrument pursuant to, and in accordance with Section 9 (*Prepayment*).

Section 16. Reporting Requirements. The Borrower agrees to comply with each of the reporting requirements set out in **Schedule V** (*Reporting Requirements*), unless otherwise agreed or waived by the WIFIA Lender in writing.

ARTICLE VI
EVENTS OF DEFAULT AND REMEDIES

Section 17. Events of Default and Remedies.

(a) An "**Event of Default**" shall exist under this Agreement if any of the following occurs; provided, that the occurrence of an event set forth in sub-clauses (v) through (and including) (ix) below shall not constitute an Event of Default under this Agreement until the WIFIA Lender has provided a notice of such Event of Default to the Borrower; provided, further, that nothing in this paragraph is intended to limit any obligation of the Borrower hereunder, including any obligation to cure any event or condition contemplated under this Section 17(a):

(i) Payment Default. The Borrower shall fail to pay when due any part of the principal amount of or interest on the WIFIA Loan (including WIFIA Debt Service

required to have been paid pursuant to the provisions of Section 8 (*Repayment*)), and such failure continues for a period of five (5) days, when and as the payment thereof shall be required under this Agreement or the WIFIA Bond or on the Final Maturity Date (each such failure, a "**Payment Default**").

(ii) Occurrence of a Bankruptcy Related Event. A Bankruptcy Related Event shall occur with respect to the Borrower.

(iii) Acceleration of Obligations. Any acceleration shall occur of the maturity of any Obligation, or any such Obligation shall not be paid in full upon the final maturity thereof.

(iv) Invalidity of WIFIA Loan Documents. (A) Any WIFIA Loan Document ceases to be in full force and effect (other than as a result of the termination thereof in accordance with its terms) or becomes void, voidable, illegal or unenforceable, or the Borrower contests in any manner the validity or enforceability of any WIFIA Loan Document to which it is a party or denies it has any further liability under any WIFIA Loan Document to which it is a party, or purports to revoke, terminate or rescind any WIFIA Loan Document to which it is a party; (B) any Resolution Document ceases (other than as expressly permitted thereunder) to be effective or to grant a valid and binding security interest on any material portion of the Pledged Collateral other than as a result of actions or a failure to act by, and within the control of, the WIFIA Lender, or any other holder of Obligations secured by the Pledged Collateral, and with the priority purported to be created thereby; or (C) any event occurs that results in the impairment in the validity, enforceability, perfection or priority of the WIFIA Lender's security interest in the Pledged Collateral.

(v) Covenant Default. The Borrower shall fail to observe or perform any covenant, agreement or obligation of the Borrower under this Agreement, the WIFIA Bond or any other WIFIA Loan Document (other than in the case of any Payment Default or any Development Default), and such failure shall not be cured within thirty (30) days after the earlier to occur of (A) receipt by the Borrower from the WIFIA Lender of written notice thereof or (B) the Borrower's knowledge of such failure; provided, that if such failure is capable of cure but cannot reasonably be cured within such thirty (30) day cure period, then such thirty (30) day cure period shall be extended by up to one hundred fifty (150) additional days, if and so long as (x) within such thirty (30) day cure period the Borrower shall commence actions reasonably designed to cure such failure and shall diligently pursue such actions until such failure is cured and (y) such failure is cured within one hundred eighty (180) days of the date specified in either (A) or (B) above, as applicable; provided, however, that with respect to a failure to comply with the Rate Covenant, the cure period shall be the longer of (x) one hundred eighty (180) days as described above or (y) the relevant cure period provided in the Resolution (if applicable).

(vi) Misrepresentation Default. Any of the representations, warranties or certifications of the Borrower made in or delivered pursuant to the WIFIA Loan Documents (or in any certificates delivered by the Borrower in connection with the WIFIA Loan Documents) shall prove to have been false or misleading in any material respect when

made or deemed made; provided, that no Event of Default shall be deemed to have occurred under this Section 17(a)(vi) if and so long as (A) such misrepresentation is not intentional, (B) such misrepresentation is not a misrepresentation in respect of Section 12(g) (*Security Interests*), Section 12(h) (*No Debarment*), Section 12(i) (*No Lobbying*), or Section 12(j) (*Compliance with Laws*), (C) in the reasonable determination of the WIFIA Lender, such misrepresentation has not had, and would not reasonably be expected to result in, a Material Adverse Effect, (D) in the reasonable determination of the WIFIA Lender, the underlying issue giving rise to the misrepresentation is capable of being cured and (E) the underlying issue giving rise to the misrepresentation is cured by the Borrower within thirty (30) days after the date on which the Borrower first became aware (or reasonably should have become aware) of such misrepresentation.

(vii) Enforcement of Other Financing Documents. The holder(s) of Obligations under a Related Document exercises remedies permitted thereunder for an event of default that has occurred and is continuing (and has not been cured or waived by the expiration of any applicable grace period), in respect of the performance of any covenant, agreement or obligation of the Borrower under such Related Document.

(viii) Material Adverse Judgment. Any final, non-appealable judgment related to the Pledged Collateral that results in the impairment of (A) the Borrower's ability to comply with any of its payment obligations under the WIFIA Bond or this Agreement or (B) the existence, priority or perfection (if applicable) of the WIFIA Lender's security interest in the Pledged Collateral.

(ix) Development Default. A Development Default shall occur.

(b) Upon the occurrence of any Bankruptcy Related Event, all obligations of the WIFIA Lender hereunder with respect to the Disbursement of any undisbursed amounts of the WIFIA Loan shall automatically be deemed terminated.

(c) Upon the occurrence of any Event of Default, the WIFIA Lender, by written notice to the Borrower, may exercise any or all of the following remedies:

(i) the WIFIA Lender may suspend or terminate all of its obligations hereunder with respect to the Disbursement of any undisbursed amounts of the WIFIA Loan;

(ii) the WIFIA Lender may cease permitting interest on the WIFIA Loan to be capitalized (if applicable);

(iii) the WIFIA Lender may apply the Default Rate provisions of Section 6 (*Interest Rate*);

(iv) the WIFIA Lender may suspend or debar the Borrower from further participation in any Government program administered by the WIFIA Lender and notify other departments and agencies of such default; and

(v) the WIFIA Lender shall be entitled and empowered to institute any actions or proceedings at law or in equity for the collection of any sums due and unpaid hereunder or under the WIFIA Bond or the other WIFIA Loan Documents, and may prosecute any such judgment or final decree against the Borrower and collect in the manner provided by law out of the property of the Borrower the moneys adjudged or decreed to be payable, and the WIFIA Lender shall have all of the rights and remedies of a creditor, including all rights and remedies of a secured creditor under the Uniform Commercial Code (if applicable), and may take such other actions at law or in equity as may appear necessary or desirable to collect all amounts payable by the Borrower under this Agreement, the WIFIA Bond or the other WIFIA Loan Documents then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Agreement, the WIFIA Bond or the other WIFIA Loan Documents.

(d) If a right of acceleration is or has been granted for the benefit of any holder of Obligations and such Obligations have been accelerated, then the WIFIA Lender shall have the right to declare the unpaid principal amount of the WIFIA Bond to be, and the same shall thereupon forthwith become, immediately due and payable, together with the interest accrued thereon and all fees, costs, expenses, indemnities and other amounts payable under this Agreement, the WIFIA Bond or the other WIFIA Loan Documents, all without presentment, demand, notice, declaration, protest or other requirements of any kind, all of which are hereby expressly waived.

(e) No action taken pursuant to this Section 17 shall (i) relieve the Borrower from its obligations pursuant to this Agreement, the WIFIA Bond or the other WIFIA Loan Documents, all of which shall survive any such action or (ii) limit the WIFIA Lender's rights under the Resolution Documents, including those contemplated in Section 801 (*Events of Default*) of the Resolution.

ARTICLE VII
MISCELLANEOUS

Section 18. Disclaimer of Warranty. The WIFIA Lender makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for a particular purpose or fitness for use of the Project or any portion thereof or any other warranty with respect thereto. In no event shall the WIFIA Lender be liable for any incidental, indirect, special or consequential damages incidental to or arising out of this Agreement or the System (including the Project) or the existence, furnishing, functioning or use of the Project or any item or products or services provided for in this Agreement.

Section 19. No Personal Recourse. No official, employee or agent of the WIFIA Lender or the Borrower or any Person executing this Agreement or any of the other WIFIA Loan Documents shall be personally liable on this Agreement or such other WIFIA Loan Documents by reason of the issuance, delivery or execution hereof or thereof.

Section 20. No Third-Party Rights. The parties hereby agree that this Agreement creates no third-party rights against the Borrower, the Federal Government, or the WIFIA Lender, solely by virtue of the WIFIA Loan, and that no third-party creditor of the Borrower shall have

any right against the WIFIA Lender with respect to the WIFIA Loan made pursuant to this Agreement.

Section 21. Borrower's Authorized Representative. The Borrower shall at all times have appointed a Borrower's Authorized Representative by designating such Person or Persons from time to time to act on the Borrower's behalf pursuant to a written certificate furnished to the WIFIA Lender and the Servicer, if any, containing the specimen signature or signatures of such Person or Persons and signed by the Borrower.

Section 22. WIFIA Lender's Authorized Representative. The WIFIA Lender hereby appoints the Director of the WIFIA Program, whose notice details are set forth below in Section 31 (*Notices*), to serve as the WIFIA Lender's Authorized Representative under this Agreement until such time as a successor or successors shall have been appointed. Thereafter, the successor in office shall serve as the WIFIA Lender's Authorized Representative. The WIFIA Lender shall provide notice to the Borrower within a reasonable time period following the succession.

Section 23. Servicer. The WIFIA Lender may from time to time designate another entity or entities to perform, or assist the WIFIA Lender in performing, the duties of the Servicer or specified duties of the WIFIA Lender under this Agreement and the WIFIA Bond. The WIFIA Lender shall give the Borrower written notice of the appointment of any successor or additional Servicer and shall enumerate the duties or any change in duties to be performed by any Servicer. Any references in this Agreement to the WIFIA Lender shall be deemed to be a reference to the Servicer with respect to any duties which the WIFIA Lender shall have delegated to such Servicer. The WIFIA Lender may at any time assume the duties of any Servicer under this Agreement and the WIFIA Bond. The Borrower shall cooperate and respond to any reasonable request of the Servicer for information, documentation or other items reasonably necessary for the performance by the Servicer of its duties hereunder.

Section 24. Amendments, Waivers and Termination. No amendment, modification, termination, or waiver of any provision of this Agreement or the WIFIA Bond shall in any event be effective without the prior written consent of each of the parties hereto. Notwithstanding the foregoing sentence, if the first Disbursement of the WIFIA Loan has not occurred on or prior to the Final Disbursement Date, the WIFIA Lender or the Borrower may terminate this Agreement upon no less than ten (10) Business Days' prior written notice to the other party. Once terminated, this Agreement may not be reinstated.

Section 25. Governing Law. This Agreement shall be governed by the federal laws of the United States of America if and to the extent such federal laws are applicable and the internal laws of the State, if and to the extent such federal laws are not applicable.

Section 26. Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

Section 27. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the

parties hereto and their permitted successors and assigns. Neither the Borrower's rights or obligations hereunder or under the WIFIA Bond nor any interest herein or therein may be assigned or delegated by the Borrower without the prior written consent of the WIFIA Lender.

Section 28. Remedies Not Exclusive. No remedy conferred herein or in the WIFIA Bond or reserved to the WIFIA Lender is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the WIFIA Bond or now or hereafter existing at law or in equity or by statute.

Section 29. Delay or Omission Not Waiver. No delay or omission of the WIFIA Lender to exercise any right or remedy provided hereunder or under the WIFIA Bond upon a default of the Borrower (except a delay or omission pursuant to a written waiver) shall impair any such right or remedy or constitute a waiver of any such default or acquiescence therein. Every right and remedy given by this Agreement or under the WIFIA Bond or by law to the WIFIA Lender may be exercised from time to time, and as often as may be deemed expedient by the WIFIA Lender.

Section 30. Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Electronic delivery of an executed counterpart of a signature page of this Agreement or of any document or instrument delivered in connection herewith in accordance with Section 31 (*Notices*) shall be effective as delivery of an original executed counterpart of this Agreement or such other document or instrument, as applicable.

Section 31. Notices.

(a) All notices, requests, or communication hereunder shall be given in writing.

(b) Notices to the WIFIA Lender should be made by (i) email to the email address noted below for the WIFIA Lender or (ii) submission through another electronic medium or transmission system as designated by and in a format acceptable to the WIFIA Lender, unless otherwise instructed by the WIFIA Lender:

If to WIFIA Lender: Environmental Protection Agency
WJC-E 7334A
1200 Pennsylvania Avenue NW
Washington, D.C. 20460
Attention: WIFIA Director
Email: WIFIA_Portfolio@epa.gov

(c) Notices to the Borrower should be made by (i) nationally recognized courier service, (ii) hand delivery, (iii) email, to the email address noted below for the Borrower, or (iv)

another electronic medium in a format acceptable to the Borrower, unless otherwise instructed by the Borrower's Authorized Representative:

If to Borrower: The notice details set forth in **Part G of Schedule I** (*WIFIA Loan Specific Terms*)

(d) Each such notice, request or communication shall be effective (x) if delivered by hand or by nationally recognized courier service, when delivered at the address specified in this Section 31 (or in accordance with the latest unrevoked written direction from the receiving party), and (y) if given by email or other electronic method, when such email is delivered to the email address specified in this Section 31 or submitted to the electronic medium as directed by the receiving party, in each case with the sender's receipt of an acknowledgement from the intended recipient (such as by a "read receipt," return email, or other written acknowledgement) (or in accordance with the latest unrevoked written direction from the receiving party); provided, that notices received on a day that is not a Business Day or after 5:00 P.M. Eastern Time on a Business Day will be deemed to be effective on the next Business Day.

Section 32. Indemnification. The Borrower shall, to the extent permitted by law, indemnify the WIFIA Lender, the Servicer (if any), and any official, employee, agent, advisor or representative of the WIFIA Lender (each such Person being herein referred to as an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities, fines, penalties, costs and expenses (including the fees, charges and disbursements of any counsel for any Indemnitee and the costs of environmental remediation), whether known, unknown, contingent or otherwise, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (a) the execution, delivery and performance of this Agreement, any Construction Contract, or any Related Document, (b) the WIFIA Loan or the use of the proceeds thereof, or (c) the violation of any law, rule, regulation, order, decree, judgment or administrative decision relating to the environment, the preservation or reclamation of natural resources, the management, release or threatened release of any hazardous material or to health and safety matters; in each case arising out of or in direct relation to the Project; provided, that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities, fines, penalties, costs or related expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee. In case any action or proceeding is brought against an Indemnitee by reason of any claim with respect to which such Indemnitee is entitled to indemnification hereunder, the Borrower shall be entitled, at its expense, to participate in the defense thereof; provided, that such Indemnitee has the right to retain its own counsel, at the Borrower's expense, and such participation by the Borrower in the defense thereof shall not release the Borrower of any liability that it may have to such Indemnitee. Any Indemnitee against whom any indemnity claim contemplated in this Section 32 is made shall be entitled, after consultation with the Borrower and upon consultation with legal counsel wherein such Indemnitee is advised that such indemnity claim is meritorious, to compromise or settle any such indemnity claim. Any such compromise or settlement shall be binding upon the Borrower for purposes of this Section 32. Nothing herein shall be construed as a waiver of any legal immunity that may be available to any Indemnitee. To the extent permitted by applicable law, neither the Borrower nor the WIFIA Lender shall assert, and each of the Borrower and the WIFIA Lender hereby waives, any claim against any Indemnitee or the Borrower, respectively, on any theory of liability, for special,

indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any Construction Contract, or any Related Document, the other transactions contemplated hereby and thereby, the WIFIA Loan or the use of the proceeds thereof; provided, that nothing in this sentence shall limit the Borrower's indemnity obligations to the extent such damages are included in any third party claim in connection with which an Indemnitee is entitled to indemnification hereunder. All amounts due to any Indemnitee under this Section 32 shall be payable promptly upon demand therefor. The obligations of the Borrower under this Section 32 shall survive the payment or prepayment in full or transfer of the WIFIA Loan, the enforcement of any provision of this Agreement or the other Related Documents, any amendments, waivers (other than amendments or waivers in writing with respect to this Section 32) or consents in respect hereof or thereof, any Event of Default, and any workout, restructuring or similar arrangement of the obligations of the Borrower hereunder or thereunder.

Section 33. Sale of WIFIA Loan. The WIFIA Lender shall not sell the WIFIA Loan at any time prior to the later of (a) the Substantial Completion Date and (b) other than with respect to a sale or transfer to another Governmental Entity within the Federal Government, the Final Disbursement Date. After such date, the WIFIA Lender may sell the WIFIA Loan to another entity or reoffer the WIFIA Loan into the capital markets only in accordance with the provisions of this Section 33. Such sale or reoffering shall be on such terms as the WIFIA Lender shall deem advisable. However, in making such sale or reoffering the WIFIA Lender shall not change the terms and conditions of the WIFIA Loan without the prior written consent of the Borrower in accordance with Section 24 (*Amendments and Waivers*). Prior to any sale or reoffering of the WIFIA Loan, the WIFIA Lender shall provide reasonable written notice to the Borrower of the WIFIA Lender's intention to consummate such a sale or reoffering. The provision of any notice pursuant to this Section 33 shall neither (x) obligate the WIFIA Lender to sell nor (y) provide the Borrower with any rights or remedies in the event the WIFIA Lender, for any reason, does not sell the WIFIA Loan.

Section 34. Effectiveness. This Agreement shall be effective on the Effective Date.

Section 35. Release of Lien. Upon the irrevocable payment in full in immediately available funds by the Borrower of the WIFIA Loan Balance, together with all accrued interest, fees and expenses with respect thereto, the WIFIA Lender shall cancel and discharge the Lien on the Pledged Collateral and surrender the WIFIA Bond to the Borrower in accordance with Section 9(b) (*General Prepayment Instructions*).

Section 36. Survival. The indemnification requirements of Section 32 (*Indemnification*), the reporting and record keeping requirements of Section 14(o) (*Access; Records*) and the payment requirements of Section 10 (*Fees and Expenses*) shall survive the termination of this Agreement as provided in such Sections.

Section 37. Integration. This Agreement, together with the other WIFIA Loan Documents, constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

[The remainder of this page intentionally left blank; signature pages immediately follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

CITY OF COLUMBIA, TENNESSEE,
by its authorized representative

By: _____
Name:
Title:

[Signature Page to Columbia Power and Water Systems Long Term Water Supply Program – WIFIA Loan Agreement]

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, acting by and through the Administrator of the Environmental Protection Agency

By: _____
Name: Lee M. Zeldin
Title: Administrator

SCHEDULE I

WIFIA LOAN SPECIFIC TERMS

No.	Item	WIFIA Loan Specific Term
PART A.	***Key Borrower Metrics***	
1.	Effective Date	[___], 2026.
2.	Borrower	City of Columbia, Tennessee, a municipal government organized and existing under the laws of Tennessee.
3.	Legal Entity	Municipality.
4.	State	Tennessee.
5.	Borrower FEIN	62-60000269.
6.	Borrower UEI Number	[___]
7.	Initial Borrower Fiscal Year	The 12-month period established by the City Council or provided by law from time to time as the fiscal year for the System, and which, as of the date of adoption of this Resolution, is the 12 month period commencing on July 1 of any year and ending on June 30 of the following year.
8.	Application Receipt Date	July 12, 2024
9.	WIFIA CUSIP Number	[___], as the CUSIP number for the WIFIA Loan for purposes of monitoring through EMMA.
10.	System	The water system owned and operated by the Borrower (and of which the Project is a part), as further described in the definition of "System" in the Resolution.
11.	Revenues	"**Revenues**" is defined as follows in the Resolution: "(a) all revenues, income, rents, service fees and receipts properly allocable to the System resulting from ownership and operation of the System, excluding any customer deposits or other deposits subject to refund, unless such deposits have become property of the City, (b) the proceeds of any insurance covering business interruption loss relating to the System and (c) interest received or to be received on any moneys or securities held in any of the funds or accounts established by this Resolution, with the exception of (i) moneys held in the Construction Fund or any account thereof and (ii) moneys held in the Bond Reserve Accounts during any

No.	Item	WIFIA Loan Specific Term
		period in which the investment earnings thereon are directed by Supplemental Resolution to the Construction Fund or an account thereof. "Revenues" shall not include any Tax Credit Payments, grant proceeds or, except as set forth in (b) above, insurance proceeds. If so determined by the City Council, "Revenues" shall not include any revenues, income, rents, service fees or receipts received by the City or the Board from the operation of an Acquired System, and any debt obligations issued in connection with such Acquired System shall not be payable from or secured by Revenues."
12.	Trustee	Not applicable.
13.	Trustee Location	Not applicable.
14.	Reserved	
PART B. Key Project Metrics		
15.	Project	The project is the Columbia Power and Water Systems Long Term Water Supply Program, located at Columbia, Tennessee, as described in further detail in **Part D of Schedule II** (*Project Details*).
16.	Project Location	Columbia, Tennessee.
17.	Projected Substantial Completion Date	August 15, 2030, as such date may be adjusted in accordance with **Part C of Schedule V** (*Reporting Requirements*).
18.	Development Default Date	August 15, 2032
19.	NEPA Determination	[Finding of No Significant Impact][Categorical Exclusion][Record of Decision] for the Project issued by EPA on [___], 20[__] in accordance with NEPA.
20.	Reserved	
PART C. Key Loan Metrics		
21.	Maximum Principal Amount	Principal amount up to $272,487,220.00 (excluding interest that is capitalized in accordance with this Agreement).

No.	Item	WIFIA Loan Specific Term
22.	WIFIA Interest Rate	[___]% per annum.
23.	Default Rate	Interest rate equal to the sum of (a) the WIFIA Interest Rate plus (b) 200 basis points.
24.	Interest Payment Date	Each June 1 and December 1, beginning on the Debt Service Payment Commencement Date.
25.	Capitalized Interest Period	The period from (and including) the first Disbursement to (but excluding) the date that is six (6) months after the Substantial Completion Date, subject to earlier termination as set forth in Section 8(a)(iii) (*Payment of WIFIA Debt Service*).[1]
26.	Interest Only Period	[The period commencing from (and including) the Debt Service Payment Commencement Date and ending on [___] (or on such earlier date as all amounts due or to be come due to the WIFIA Lender hereunder have been irrevocably paid in full in cash)].[2]
27.	Principal Payment Date	Each December 1, beginning on [December 1, 2038].[3]
28.	Final Maturity Date	The earliest of (a) December 1, 2064, (b) the date on which the maturity of the WIFIA Loan and corresponding WIFIA Bond have been accelerated or subject to mandatory redemption or prepayment (as the case may be) prior to maturity thereof; and (c) the Payment Date immediately preceding the date that is thirty-five (35) years following the Substantial Completion Date.
29.	Debt Service Payment Commencement Date	[___]
PART D. Key Security Metrics		
30.	Lien priority	Senior lien.

[1] **Internal Note:** to discuss (implications of state law limitation of 6-months beyond completion).
[2] **Note to Borrower:** Please provide an updated proposed WIFIA Debt Service schedule.
[3] **Internal Note:** to discuss revised date.

No.	Item	WIFIA Loan Specific Term
31.	Springing lien	Not applicable.
32.	Dedicated revenue source	Net Revenues.
33.	Pledged Collateral	The WIFIA Loan shall be secured by all of the interests of the Borrower in the Net Revenues and amounts on deposit in all funds and accounts established by the Resolution (excluding reserve accounts dedicated to Obligations other than the WIFIA Loan and the Tax Credit Payment Accounts within the Debt Service Fund).
34.	System Accounts	The Revenue Fund, the Construction Fund (including the Project Account therein), the Debt Service Fund (including the Bond Account and the WIFIA Debt Service Reserve Account within the Debt Service Fund) and Surplus Fund.
35.	Revenue Fund	Has the meaning set forth in Section 502(a) of the Resolution.
36.	WIFIA Debt Service Reserve Account	[_____][4]
37.	WIFIA Debt Service Reserve Requirement	[_____][5]
38.	Rate Covenant	The rate covenant set forth in Section 710 of the Resolution, a copy as of the Effective Date of which is attached hereto for reference as **Annex A**: The Borrower shall not amend, modify, or supplement the Rate Covenant without the prior written consent of the WIFIA Lender, which consent shall not be unreasonably withheld.
39.	Additional Bonds Test	The requirements and conditions set forth in Sections 202, 203 and 204 of the Resolution, a copy as of the Effective Date of which is attached hereto as **Annex B** below.
40.	Flow of Funds	The requirements and conditions specified in Sections 504, 505, 506 and 507(b) of the Resolution, a copy of

[4] **Note to Borrower**: Subject to discussion.
[5] **Note to Borrower**: Subject to discussion.

No.	Item	WIFIA Loan Specific Term
		which as of the Effective Date is attached hereto as **Annex C**.
41.	[Reserved]	
PART E. Other Key WIFIA Loan Documents		
42.	WIFIA Bond	The bond issued and delivered by the Borrower in substantially the form of **Exhibit A** (*Form of WIFIA Bond*).
43.	Resolution	That certain Resolution No. _____ authorizing and providing for the issuance and sale of water system revenue indebtedness, providing for the collection and disposition of revenues from the water system of the City and making provision for the operation of said system, adopted by the City of Columbia, Tennessee on [___], 2026.
44.	WIFIA Supplemental Resolution	That certain Second Supplemental Resolution, adopted by the Borrower's City Council on [___], 2026 authorizing the execution, delivery and performance by the Borrower of this Agreement, the WIFIA Bond, and certain related actions by the Borrower in connection with the issuance of the WIFIA Loan.
45.	WIFIA Term Sheet	WIFIA term sheet, dated as of the Effective Date, between the Borrower and the WIFIA Lender.
PART F. Fee		
46.	Servicing Set-Up Fee	A servicing set-up fee equal to $26,150.
47.	Construction Period Servicing Fee	An annual construction period servicing fee equal to $26,150.
48.	Initial Construction Period Servicing Fee	The initial Construction Period Servicing Fee in a pro-rated amount equal to [$10,890].[6]
49.	Operating Period Servicing Fee	An annual operating period servicing fee equal to $9,810.

[6] **Note to Borrower**: The pro-rated construction servicing fee amount assumes a closing date in April, 2026.

No.	Item	WIFIA Loan Specific Term
PART G. Borrower Related Notices		
50.	Borrower notice details	Columbia Power and Water Systems 201 Pickens Lane Columbia, TN Phone: 931-388-4833 Attention: [___] Email: jonathan.hardin@cpws.com
51.	Trustee notice details	Not applicable.

ANNEX A

Reference is made to Section 710 of the Resolution, and the requirements and conditions contained therein as of the Effective Date, which are set forth verbatim below. Capitalized terms used in this Annex A shall have the respective meanings assigned to such terms in the Resolution.

SECTION 710. Rates, Fees and Charges

(a) The City shall at all times fix, establish, maintain, charge and collect rates, fees and charges for the use or the sale of the output, capacity or service of the System which shall be sufficient to produce Net Revenues in each Fiscal Year at least equal to the greater of:

(i) 120% of the Debt Service Requirement on the Outstanding Bonds in such Fiscal Year; and

(ii) 100% of the sum of:

(A) the Debt Service Requirement on the Outstanding Bonds and Subordinated Indebtedness in such Fiscal Year,

(B) the amounts required to be paid during such Fiscal Year into the Bond Reserve Accounts pursuant to the Resolution, and

(C) the amount of all other charges and liens whatsoever payable out of Revenues during such Fiscal Year, including payments in lieu of taxes and any payments required during such Fiscal Year under Contracts to the extent not otherwise provided for in this subsection (ii).

(b) For purposes of this Section 710, the City may, when calculating the Debt Service Requirement on Subordinated Indebtedness, make the adjustments and assumptions set forth in subsections (b) and (c) of the definition of "Debt Service Requirement", as if such provisions were applicable to Subordinated Indebtedness; provided however, that there shall be disregarded any scheduled principal amount of Subordinated Indebtedness which are notes or other evidences of indebtedness issued in anticipation of the issuance of Bonds, the payment of which is to be paid from the proceeds of such Bonds.

(c) If the City fails to prescribe, fix, maintain, and collect rates, fees, and other charges, or to revise such rates, fees, and other charges, in accordance with the provisions of this section in any Fiscal Year, but the City in the next Fiscal Year has promptly taken all available measures to revise such rates, fees and other charges as advised by a Consultant retained by the City and/or Board to review the operations of the System, there shall be no Event of Default as described in Section 801 until the end of such next Fiscal Year and only then if Net Revenues are less than the amount required by this section. The City shall retain a Consultant to review the operations of the System in accordance with this subsection (c) promptly following the initial determination of the City's failure to prescribe, fix, maintain, and collect rates, fees, and other charges, or to revise such rates, fees, and other charges, in accordance with the provisions of this section.

ANNEX B

Reference is made to Sections 202, 203 and 204 of the Resolution, and the requirements and conditions contained therein as of the Effective Date, which are set forth verbatim below. Capitalized terms used in this Annex A shall have the respective meanings assigned to such terms in the Resolution.

SECTION 202. **General Provisions for Issuance of Bonds of Each Series**

(a) When authorized pursuant to a Supplemental Resolution, the officers of the City specified in Section 303 may execute all (but not less than all) the Bonds of each Series for issuance under this Resolution and deliver such Bonds to the Bond Registrar therefor for completion, authentication and delivery. Such Bond Registrar shall authenticate and deliver such Bonds upon the order of the City, but only upon satisfaction by the City of the conditions specified in Article X of this Resolution and in the Supplemental Resolution authorizing the Series of which such Bonds are a part and upon satisfaction by the City of the following conditions:

(i) receipt of a Counsel's Opinion to the effect that (A) the City has the right and power under applicable Tennessee law to adopt this Resolution, and this Resolution has been duly and lawfully adopted by the City, is in full force and effect and is valid and binding upon the City in accordance with its terms, and no other authorization for this Resolution is required; (B) this Resolution creates the valid pledge which it purports to create of the Pledged Collateral and, if such Series of Bonds shall be an Additionally Secured Series, the separate subaccount in a Bond Reserve Account established for the benefit of such Bonds, subject to the provisions of this Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in this Resolution; and (C) the Bonds of such Series are valid and binding obligations of the City as provided in this Resolution and are entitled to the benefits of this Resolution and of applicable Tennessee law, and such Bonds have been duly and validly authorized and issued in accordance with applicable Tennessee law and in accordance with this Resolution. Such Opinion may take exception as to the effect of, or for restrictions or limitations imposed by or resulting from, bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights and may state that no opinion is being rendered as to the availability of any particular remedy. No opinion need be expressed as to the priority of the pledge created by this Resolution over the rights of other persons in the Pledged Collateral and, if applicable, such separate subaccount in a Bond Reserve Account;

(ii) adoption of a Supplemental Resolution authorizing such Bonds, which shall specify such terms and conditions relative to the Bonds of such Series, and such other matters relative thereto, as the City may determine and as may be required herein;

(iii) if such Series shall be an Additionally Secured Series, evidence of the funding of the subaccount within the Bond Reserve Account designated therefor in the manner prescribed by the Supplemental Resolution;

(iv) execution by an Authorized Finance Officer of a certificate stating that, upon the issuance of such Series, the City will not be in default in the performance of any of the covenants, conditions, agreements or provisions contained in this Resolution;

(v) except for the first Series of Bonds issued hereunder, either:

(1) execution by an Authorized Finance Officer of a certificate (A) setting forth the amounts of Net Revenues for any twelve (12) consecutive month period within the twenty-four (24) consecutive months immediately preceding the date of issuance of the Bonds of the Series with respect to which such certificate is being given; and (B) stating that the Net Revenues for such 12-month period were at least equal to 120% of the maximum Debt Service Requirement on the Bonds in any future Fiscal Year (calculated with respect to the Bonds of all Series then Outstanding and the Series of Bonds with respect to which such certificate is given); provided, however, that the Net Revenues for such twelve (12) month period may be adjusted for the purposes of such certificate (1) to reflect for such period, revisions in the rates, fees, rentals and other charges of the City for the services of the System made after the commencement of such period and preceding the Date of Issuance of the Series of Bonds with respect to which such certificate is given; (2) to reflect an expected increase in Net Revenues due to an already authorized rate, fee, rental or charge increase that will go into effect subsequent to the Date of Issuance of the Series of Bonds with respect to which such certificate is given, as certified by a Consultant or an appropriate officer of the City or Board; (3) to reflect any increase in Net Revenues due to any new facilities of the System having been placed into use and operation subsequent to the commencement of such period and prior to the Date of Issuance of such Bonds, as certified by a Consultant or an appropriate officer of the City or Board; (4) to include an amount equal to the average annual contribution to Net Revenues for the first three (3) full Fiscal Years commencing after the date of acquisition of any Acquired System expected to be placed into use and operation as part of the System within two (2) years of the Date of Issuance of such Bonds, as certified by a Consultant or an appropriate officer of the City or Board, or to include the anticipated Net Revenues from an Acquired System if the City has a contract to purchase or otherwise acquire an Acquired System that will become part of the System (and such Acquired System has not been excluded from the System and the Revenues as contemplated in the definition of "Revenues" and "System" in this Resolution); and (5) to include the anticipated Net Revenues from a contract to furnish services of the System if the City has entered into such a contract that is not fully reflected in the historical Net Revenues of the System; or

(2) in the case of a Series of Bonds issued solely for the purpose of funding the costs of the Initial Capital Improvements Project

(including related issuance costs, debt service reserves and capitalized interest, as applicable), as certified by a Consulting Engineer, receipt by the City from a Consultant of a forecast of Net Revenues for the ensuing ten Fiscal Years, which such forecast projects that Net Revenues for each Fiscal Year of the forecast period are at least equal to 120% of the Debt Service Requirement on the Bonds in such Fiscal Year, and which such forecast shall take into account (A) the implementation of previously-approved revisions in the rates, fees, rentals and other charges of the City for the services of the System, and (B) to the extent determined by the Consultant to be reasonable, the Board's projections of changes in demand for the services of the System and changes in operating revenues and expenses of the System during the forecast period; provided, however that in no event shall this subsection (2) be utilized if the sum of (x) the par amount of Bonds proposed to be issued pursuant to this subsection (2), plus (y) the par amount of any Bonds previously issued under this Resolution for purposes of funding the Initial Capital Improvements Project (regardless of whether issued under the authority of this subsection (2) or otherwise), plus (z) the net original issue premium associated with the Bonds described in (x) and (y), exceed $560,000,000.

(vi) in the case of a Series of Tax Credit Bonds, a Counsel's Opinion addressed to the City regarding the status of such Series of Bonds as Tax Credit Bonds; and

(vii) delivery of such further documents, moneys and securities as are required by the provisions of this Article II or Article X or any Supplemental Resolution adopted pursuant to Article X.

(b) All the Bonds of each Series of like maturity shall be identical in all respects, except as to interest rates, redemption provisions, denominations, numbers and letters. After the issuance of the Bonds of any Series, no Bonds of such Series shall be issued except in lieu of or in substitution for other Bonds of such Series pursuant to Article III or Section 405 or Section 1106.

(c) Notwithstanding anything herein to the contrary, (i) if requested by the WIFIA Lender in connection with a proposed issuance by the City of a WIFIA Bond or (ii) at any time that a WIFIA Bond is Outstanding, (x) the certificate required by Section 202(a)(v) above shall be executed by a Financial Advisor, Consultant or independent certified public accountant instead of an Authorized Finance Officer and (y) wherever such certificate may include adjustments to Net Revenues as certified by a Consultant or appropriate officer of the City or Board, such adjustments shall be certified by a Consultant.

SECTION 203. Bonds Other Than Refunding Bond.

(a) One or more Series of Bonds may be issued at any time for the purpose of financing capital improvements to the System, including without limitation the acquisition of the capital assets of an Acquired System which the City Council has elected to include as part of the

System, and any and all other Costs related thereto or to the issuance of the Bonds. Bonds of each such Series shall be authenticated and delivered only upon compliance with the terms and conditions set forth in Section 202.

(b) The proceeds of each Series of Bonds authorized under this Section 203 shall be applied simultaneously with the delivery of such Bonds as provided in the Supplemental Resolution authorizing such Series; provided, however, that the City is authorized to issue Drawdown Bonds pursuant to this Resolution and to apply the proceeds thereof in accordance with the Supplemental Resolution authorizing such Drawdown Bonds.

SECTION 204. Refunding Bonds

(a) One or more Series of Refunding Bonds may be issued at any time to refund all or any Outstanding Bonds or Subordinated Indebtedness. Refunding Bonds shall be issued in a principal amount sufficient, together with other moneys available therefor, to accomplish such refunding and to make the deposits in the Funds and Accounts under this Resolution required by the provisions of the Supplemental Resolution authorizing such Bonds or to make any deposits or payments required by any resolution authorizing Subordinate Indebtedness.

(b) In addition to the conditions set forth in Section 202, the Bonds of each Series of Refunding Bonds issued pursuant to subsection (a) of this Section 204 may be authenticated and delivered only upon the filing with the records of the City of a certificate of an Authorized Finance Officer certifying that all conditions relating to the payment or prepayment of such Bonds or Subordinated Indebtedness as set forth in the documents relating thereto have been satisfied.

(c) The proceeds, including accrued interest, of the Refunding Bonds of each Series shall be applied simultaneously with the delivery of such Bonds for the purposes of making deposits in such Funds and Accounts under this Resolution as shall be provided by the Supplemental Resolution authorizing such Series of Refunding Bonds and shall be applied to the refunding purposes thereof or to the payment or prepayment purposes thereof in the manner provided in said Supplemental Resolution.

(d) In lieu of compliance with Section 202(a)(v), Refunding Bonds may be issued to refund Outstanding Bonds (but not Subordinated Indebtedness) (i) if the refunding will constitute a refunding of all Outstanding Bonds, including the retirement of related Contracts, or (ii) upon the execution by an Authorized Finance Officer of a certificate stating that the issuance of the Refunding Bonds and the refunding of any Bonds in connection therewith will not result in an increase in the maximum Debt Service Requirement with respect to the Bonds, measured on a Fiscal Year basis.

(e) In complying with Section 202(a)(v), there shall be deleted from the calculation of maximum Debt Service Requirement the Debt Service Requirement on any Bonds being refunded by the Bonds with respect to which the certificate described in Section 202(a)(v) is being given.

ANNEX C

Reference is made to Sections 504, 505, 506, 507, 508 and 509 of the Resolution, and the requirements and conditions contained therein as of the Effective Date, which are set forth verbatim below. Capitalized terms used in this Annex C shall have the respective meanings assigned to such terms in the Resolution.

SECTION 504. **Revenues and Revenue Fund**. Except as provided by Section 603 of the Resolution, all Revenues shall be deposited promptly as collected by the Board to the credit of the Revenue Fund.

SECTION 505. **Payment of Operation and Maintenance Expenses**. Operation and Maintenance Expenses shall be paid from the Revenue Fund as they become due and payable.

SECTION 506. **Payments into Certain Funds.** The Board shall make monthly withdrawals from the Revenue Fund, to the extent of amounts available therein, in order to make the following deposits and payments, in the order and amounts set forth below:

(a) for deposit in the Debt Service Fund, an amount sufficient to provide for the timely payments required by Section 507(a) or, if applicable, for the payment of any Principal Installments or interest which are payable as to a Series of Bonds on a monthly basis; then

(b) for payment of Subordinated Indebtedness, the funding of such debt service reserves as may be required therewith and the payment of all related financing costs thereof, including without limitation any liquidity and credit enhancement charges or fees; then

(c) for deposit in the Surplus Fund, the balance of any such remaining amounts in the Revenue Fund.

SECTION 507. **Debt Service Fund.**

(a) Sufficient moneys shall be deposited to the Debt Service Fund from the Revenue Fund for the purpose of paying the Bonds as they become due and payable and, if and to the extent directed by a Supplemental Resolution, for the purpose of making payments under Contracts and to make any required deposits to a Bond Reserve Account. Specifically, in amounts calculated as prescribed by Section 507(b):

(i) First, for deposit in the Bond Account,

(1) Unless otherwise provided in a Supplemental Resolution related to Bonds, on or before each interest payment date for a Series of Bonds, there shall be deposited in the Bond Account of the Debt Service Fund an amount which, together with available moneys already on deposit therein (including Capitalized Interest Account transfers and Hedge Receipts and Termination Payments attributable to such Series of Bonds, which shall be deposited directly to the Bond Account of the Debt Service Fund) and amounts scheduled to be deposited therein from a Bond Tax Credit Payment Account, is not less than the interest coming due on such

Bonds on such interest payment date. Such amount shall be used solely to pay interest on the Bonds when due or pay Reimbursement Obligations for Credit Facilities under which the Credit Issuer makes interest payments on the Bonds.

(2) Unless otherwise provided in a Supplemental Resolution or a Hedge Agreement related to Bonds, on or before each payment date for Hedge Payments under a Qualified Hedge Agreement related to Bonds, the City shall deposit in the Bond Account of the Debt Service Fund an amount which, together with any Hedge Receipts and other moneys already on deposit therein and available to make such payment, is not less than such Hedge Payments related to Bonds coming due on such payment date. Such amount shall be used solely to pay Hedge Payments under Qualified Hedge Agreements related to Bonds when due.

(3) Unless otherwise provided in a Supplemental Resolution or a Contract related to Bonds, on or before each payment date for amounts due on Contracts related to Bonds, other than for Reimbursement Obligations and Qualified Hedge Agreements related to Bonds and other than for Termination Payments under a Contract related to any Bonds, the City shall deposit in the Bond Account of the Debt Service Fund an amount which, together with any other moneys already on deposit therein and available to make such payment, is not less than the amount coming due on such payment date. Such amount shall be used solely for such Contract payments related to Bonds when due.

(4) Unless otherwise provided in a Supplemental Resolution related to Bonds, on or before each Principal Installment date for a Series of Bonds, the City shall deposit in the Bond Account of the Debt Service Fund an amount which, together with any other moneys already on deposit therein and available to make such payment, is not less than the principal payable on such Bonds on such Principal Installment date, other than principal to be paid from a source other than Revenues. Such amount shall be used solely for the payment of principal of the Bonds as the same shall become due and payable or to pay Reimbursement Obligations for Credit Facilities under which the Credit Issuer makes principal payments on the Bonds.

(ii) Then, there shall be deposited in the Bond Reserve Account the amounts specified, if any, in Supplemental Resolutions with respect to one or more Additionally Secured Series of Bonds and as set forth in Section 508.

(b) Without limiting Section 507(a), and except as may otherwise be set forth in a Supplemental Resolution, the payment required to be made each month from the Revenue Fund to the Bond Account shall be calculated to provide for the deposit obligations described in Section 507(a) (excluding any obligations related to Bond Reserve Accounts) which will have accrued by the end of the month of such payment to the Bond Account. For purposes of

calculating the accrual of such deposit obligations, (i) Principal Installments of a Series will be deemed to accrue daily in equal amounts from the preceding Principal Installment date for such Series (but in no event shall any accrual be made for any Principal Installment more than one year prior to the due date of such Principal Installment or from the Date of Issuance of Bonds of such Series, whichever date is later); (ii) each fixed payment obligation (other than Principal Installments) will be deemed to accrue daily in equal amounts from the preceding relevant payment obligation date (but in no event more than one year prior to such payment obligation date or the initial incurrence of the payment obligation, whichever is later); (iii) principal and interest portions of the Accreted Value of Capital Appreciation Bonds or the Appreciated Value of Deferred Income Bonds shall accrue in the manner provided in Section 207(a); and (iv) variable payment obligations, whether interest related to Bonds issued with Variable Rates or otherwise, shall accrue as estimated by the Board. Any monthly deposit to the Bond Account in excess of the amount required by this subsection (b) shall be credited against the next ensuing monthly payment or payments.

(c) There shall be established within the Bond Account a Bond Tax Credit Payment Account for each Series of Bonds that are Tax Credit Bonds, as applicable. Tax Credit Payments received by the City shall be deposited directly into the applicable Tax Credit Payment Account, and such amounts shall be applied solely to the payment of debt service on the applicable Series of Tax Credit Bonds, at the times and in the manner otherwise described in this Section 507.

(d) Nothing herein shall limit the right of the Board or the City to use amounts on deposit in the Bond Account together with such other amounts as may be determined by an Authorized Finance Officer, to defease all or a portion of Bonds attributable to such Bond Account deposits, purchase all or a portion of such Bonds in the open market, or redeem all or a portion of such Bonds at their Redemption Price; provided that the amount thereafter remaining in the applicable Bond Account shall not be less than the remaining requirement of such Account, as set forth in Section 506(a) and this Section 507. Any Bonds so purchased or redeemed by the Board or the City which are subject to mandatory redemption requirements may be applied as a credit against such mandatory redemption requirements as prescribed by the Supplemental Resolution authorizing such Bonds.

SECTION 508. Bond Reserve Accounts.

(a) The City shall establish by Supplemental Resolution a subaccount within the Bond Reserve Account for each Additionally Secured Series of Bonds. Each such subaccount shall be for the benefit and security of one or more Additionally Secured Series of Bonds and need not secure all Additionally Secured Series of Bonds. Each such subaccount shall be initially funded, maintained and replenished as prescribed by Supplemental Resolution. In the event that deposits are required hereunder for two or more subaccounts within a Bond Reserve Account, transfers from the Revenue Fund to such subaccounts shall be made on a pro rata basis in proportion to the respective monthly funding requirements. Whenever, on the date that interest or principal is due on any Additionally Secured Series, there are insufficient moneys therefor in the applicable Bond Account, the Board shall, without further instructions, apply so much as may be needed of the moneys in the applicable subaccount of a Bond Reserve Account to prevent default in the payment of such interest or principal, with priority to interest payments.

(b) Whenever the moneys on deposit in a subaccount of the Bond Reserve Account shall exceed the Debt Service Reserve Requirement related thereto, and after giving effect to any Reserve Fund Credit Facility that may be credited to such subaccount in accordance with the provisions of the Supplemental Resolution establishing such subaccount, such excess shall be transferred from such subaccount of the Bond Reserve Account to the appropriate Bond Account to redeem Bonds allocable thereto or to such other Fund or Account to be applied for such other purpose as may be directed by an Authorized Finance Officer, subject to a Counsel's Opinion to the effect that such application is permitted by applicable law and will not adversely affect any applicable exemption from federal income taxation of the interest on any Series of Bonds (or the City's right to any Tax Credit Payments applicable thereto).

(c) Whenever the amount in a subaccount of the Bond Reserve Account attributable to an Additionally Secured Series, together with the amount in a Bond Account for such Series, is sufficient to pay in full all such Bonds secured thereby in accordance with their terms (including the maximum amount of principal or applicable sinking fund Redemption Price and interest which could become payable thereon), the applicable funds on deposit in such subaccount of the Bond Reserve Account may be transferred to the applicable Bond Account and applied to the timely payment of principal or Redemption Price, if applicable, and interest on the outstanding Bonds secured thereby.

(d) In the event of the refunding or defeasance of any Bonds of an Additionally Secured Series, the Board may withdraw from the separate subaccount in the Bond Reserve Account established for the benefit of the Bonds of such Additionally Secured Series all or any portion of the amounts accumulated therein and deposit such amounts with the Escrow Agent for the Bonds being refunded or defeased to be held for the payment of the principal or Redemption Price, if applicable, and interest on the Bonds being refunded or defeased; provided that such withdrawal shall not be made unless the amount thereafter remaining in such subaccount in a Bond Reserve Account shall not be less than the remaining Debt Service Reserve Requirement related thereto.

(e) The City may satisfy the Debt Service Reserve Requirement for an Additionally Secured Series by purchasing and depositing to the applicable subaccount of the Bond Reserve Account one or more Reserve Fund Credit Facilities, and may provide for the reimbursement of payments made by the providers of such Reserve Fund Credit Facilities from amounts required to be deposited to such subaccount of the Bond Reserve Account, all as may be set forth in a Supplemental Resolution.

SECTION 509. **Surplus Fund.** Amounts in the Surplus Fund shall be applied first to remedy any deficiencies in the amounts required to be withdrawn from the Revenue Fund pursuant to Sections 505 and 506(a) and (b), which such deficiencies shall be remedied from amounts on deposit in the Surplus Fund in the order set forth in Sections 505 and 506(a) and (b). Amounts at any time not needed therefor may be applied to the payment of the cost of capital improvements to the System; the purchase, redemption, payment or provision for payment of Bonds or Subordinated Indebtedness; the payment of Contracts that are not related to any Bonds; any Termination Payments under any Contracts (whether or not related to Bonds); any transfer to the

general fund of the City required to be made by the System, including any payment in lieu of tax required to be paid by the System, and any other legal expenditure of System funds.

SCHEDULE II

PROJECT DETAILS

PART A. **Project Budget.**[1]

SOURCES OF FUNDS	AMOUNT ($ USD)	PERCENTAGE (%)
1. WIFIA Loan	$272,487,220	48.9%
2. Revenue Bonds	$106,000,000	19.0%
3. SRF Loan	$135,000,000	24.2%
4. Borrower Cash	$27,744,793	5.0%
5. Previously Incurred Eligible Costs	$6,454,355	1.2%
6. DRA Grant[2]	$10,000,000	1.8%
Total Sources of Funds	**$557,686,368**	**100%**
USES OF FUNDS	**AMOUNT ($ USD)**	**PERCENTAGE (%)**
1. Construction	$413,542,940	74.2%
2. Design	$11,768,000	2.1%
3. Planning	$3,122,000	0.6%
4. Land Acquisition	$9,155,000	1.6%
5. WIFIA Program Contingency	$92,682,728	16.6%
6. Total Capital Costs	$530,270,668	95.1%
7. Financing Costs	$1,590,000	0.3%
8. Program Management, Information Management, CM Preconstruction Services, Land Acquisition, Legal, Public Outreach	$17,650,900	3.2%
9. Engineering Services during Construction	$8,174,800	1.5%
Total Uses of Funds	**$557,686,368**	**100%**
Total Eligible Project Costs	**$557,686,368**	**100%**
Total Project Costs	**$557,686,368**	**100%**

Totals may not add due to rounding

PART B. **Construction Schedule.**[3]

Projected Substantial Completion Date: [August 15, 2030]

PROJECT ELEMENT	DESIGN COMPLETION	CONSTRUCTION START	CONSTRUCTION END
Downstream Intake	4/1/2025	8/19/2024	12/20/2027

1 **Note to Borrower**: Please update this table.
2 **Note to Borrower**: Please clarify meaning of DRA.
3 **Note to Borrower**: Please update.

Raw Water Transmission Main	4/1/2025	6/11/2026	12/8/2027
Columbia WTP Improvements (Early Action + Phase 2 and 3)	10/1/2025	8/29/2024	5/27/2028

PART C. **Existing Construction Contracts.**[4]

Contract Name	Effective Date	Amount	Parties	Description

PART D. **Project Description.**

The Project is the Borrower's long term water supply program, located in Columbia, Tennessee. The Project consists of three sub-projects, set out in the table below.

Sub-Project	Name / Description
1. The Downstream Intake	Construction of a new raw water intake structure along the Duck River and a new raw water pump station.
2. The Raw Water Transmission Main	Construction of a new raw water transmission main from the downstream intake to the water treatment plant.
3. Columbia Water Treatment Plant Improvements	Improvements at the existing water treatment plant to improve reliability of the treatment train and expand capacity of the treatment plant.

[4] **Note to Borrower:** Borrower to provide.

SCHEDULE III

BORROWER DISCLOSURES[1]

PART A. **Existing Indebtedness.**

1. Bonds

1.	$70,000,000 Water System Revenue Anticipation Notes, Series 2023 and 2025	$_____ (subject to additional draws)
2.		
3.		
4.		
5.		

2. Subordinated Obligations

1.		
2.		
3.		
4.		
5.		

[1] **Note to Borrower:** Borrower to complete.

PART B. Litigation Disclosure.

[___][2]

No.	Parties	Date Initiated	Description / Status	Venue

PART C. Environmental Matter Disclosure.

[___][3]

[2] Include "None" if no litigation disclosures are necessary.
[3] Include "None" if no environmental matter disclosures are necessary.

SCHEDULE IV

REQUISITION PROCEDURES

This **Schedule IV** sets out the procedures which the Borrower agrees to follow in submitting Requisitions for any Disbursement of the WIFIA Loan. The Borrower expressly agrees to the terms hereof, and further agrees that (i) the rights of the WIFIA Lender contained herein are in addition to (and not in lieu of) any other rights or remedies available to the WIFIA Lender under the WIFIA Loan Documents, and (ii) nothing contained herein shall be construed to limit the rights of the WIFIA Lender to take actions including administrative enforcement action and actions for breach of contract against the Borrower if it fails to carry out its obligations under the WIFIA Loan Agreement during the term thereof.

PART A. General Requirements.

(a) Manner of Request: All requests by the Borrower for a Disbursement shall be made in writing by electronic submission to the WIFIA Lender, in accordance with Section 31 (*Notices*) of the WIFIA Loan Agreement.

(b) Required Documentation: Any request by the Borrower should include the submission of:

(i) a Requisition, in the form attached as **Exhibit D** (*Form of Requisition*), completed and executed by the Borrower's Authorized Representative, and otherwise in form and substance satisfactory to the WIFIA Lender; and

(ii) all Eligible Project Costs Documentation that has not otherwise been provided to the WIFIA Lender in accordance with **Part C of Schedule V** (*Reporting Requirements*) of the WIFIA Loan Agreement.

(c) Timing: Any request for a Disbursement must be received by the WIFIA Lender and the Servicer (if any) at or before 5:00 P.M. (Eastern Time) on either:

(i) the first (1st) Business Day of a calendar month in order to obtain the requested Disbursement by the fifteenth (15th) day of such calendar month;

(ii) the fifteenth (15th) day of a calendar month, in order to obtain the requested Disbursement by the first (1st) day of the immediately following calendar month;

provided, that, (x) if any such day is not a Business Day, the Disbursement request or payment (as the case may be) shall be made by the next succeeding Business Day; (y) the Borrower shall not request to receive more than one (1) Disbursement per month or every thirty (30) days (whichever is longer); and (z) no Disbursements shall be made after the Final Disbursement Date.

PART B. WIFIA Lender Review Process.

(a) The WIFIA Lender shall review the Requisition and the Eligible Project Costs Documentation for compliance with WIFIA Disbursement requirements.

(b) If a Requisition is approved by the WIFIA Lender, the WIFIA Lender will notify the Borrower of such approval and of the amount so approved. A Requisition containing an apparent mathematical error will be corrected by the WIFIA Lender, after telephonic or email notification to the Borrower, and will thereafter be treated as if submitted in the corrected amount. If the amount requested for Disbursement in the Requisition exceeds the available balance of the WIFIA Loan proceeds remaining to be disbursed, the Disbursement request will be treated as if submitted in the amount of the balance so remaining, and the WIFIA Lender will so notify the Borrower.

(c) The WIFIA Lender shall be entitled to withhold approval (in whole or in part) of any pending or subsequent requests for the Disbursement of WIFIA Loan proceeds if: (i) a Default or an Event of Default shall have occurred and be continuing or (ii) the Borrower (1) knowingly takes any action, or omits to take any action, amounting to fraud or violation of any applicable law, in connection with the transactions contemplated hereby; (2) prevents or materially impairs the ability of the WIFIA Lender to monitor compliance by the Borrower with applicable law pertaining to the Project or with the terms and conditions of the WIFIA Loan Agreement; (3) fails to observe or comply with any applicable law, or any term or condition of the WIFIA Loan Agreement; (4) fails to satisfy the conditions set forth in Section 4 (*Disbursement Conditions*) and Section 11(b) (*Conditions Precedent to Disbursements*) of the WIFIA Loan Agreement; or (5) fails to deliver Eligible Project Costs Documentation satisfactory to the WIFIA Lender at the times and in the manner specified by the WIFIA Loan Agreement; provided, that in such case of sub-clause (5) above, the WIFIA Lender may, in its sole discretion, partially approve a Requisition in respect of any amounts for which adequate Eligible Project Costs Documentation has been provided and may, in its sole discretion, disburse in respect of such properly documented amounts. The WIFIA Lender will notify the Borrower of any withholding, and the reasons therefor.

(d) A Requisition may be rejected in whole or in part by the WIFIA Lender if it is: (i) submitted without signature; (ii) submitted under signature of a Person other than a Borrower's Authorized Representative; (iii) submitted after prior Disbursement of all proceeds of the WIFIA Loan; or (iv) submitted without adequate Eligible Project Costs Documentation. The WIFIA Lender will notify the Borrower of any Requisition so rejected, and the reasons therefor. Any Requisition rejected for the reasons specified under this paragraph (d) must be resubmitted in proper form in order to be considered for approval.

SCHEDULE V

REPORTING REQUIREMENTS

PART A. Updated Financial Model/Plan.

The Borrower shall provide to the WIFIA Lender, not later than two hundred seventy (270) days after the end of each Borrower Fiscal Year, an Updated Financial Model/Plan. The Updated Financial Model/Plan shall reflect the Borrower's reasonable expectations, using assumptions that the Borrower believes to be reasonable, and include: (a) the Borrower's capital improvement plan, major maintenance plan, projected rates and charges, projected debt outstanding and annual debt service, projected Revenues and projected Operating Expenses for a reasonable projection period consistent with the Borrower's operating and financial planning and demonstrating that the Borrower has developed and identified adequate revenues to implement a plan for operating, maintaining, and repairing the Project; (b) evidence of compliance with the Rate Covenant for the most recent Borrower Fiscal Year for which the Borrower's Financial Statements are available and the projected debt service coverage ratios (including projected Rate Covenant coverages) through the Forecast Period; and (c) a written narrative identifying any material changes to the underlying assumptions from the previous Updated Financial Model/Plan.

PART B. Annual Financial Statements.

The Borrower shall deliver to the WIFIA Lender, as soon as available, but no later than one hundred eighty (180) days after the end of each Borrower Fiscal Year, a copy of the audited income statement and balance sheet of the Borrower as of the end of such Borrower Fiscal Year and the related audited statements of operations and of cash flow of the Borrower for such Borrower Fiscal Year, (a) setting forth in each case in comparative form the figures for the previous fiscal year, (b) certified without qualification or exception, or qualification as to the scope of the audit, by an independent public accounting firm selected by the Borrower and (c) which shall be complete and correct in all material respects and shall be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein (except, with respect to the annual financial statements, for changes approved or required by the independent public accountants certifying such statements and disclosed therein).

PART C. Construction Monitoring.

(a) The WIFIA Lender shall have the right in its sole discretion to monitor (or direct its agents to monitor) the development of the Project, including environmental compliance, design, and construction of the Project. The Borrower shall be responsible for administering construction oversight of the Project in accordance with applicable federal, state and local governmental requirements. The Borrower agrees to cooperate in good faith with the WIFIA Lender in the conduct of such monitoring by promptly providing the WIFIA Lender with such reports, documentation or other information as shall be requested by the WIFIA Lender or its agents, including any independent engineer reports, documentation or information.

(b) Construction Monitoring Report. During the period beginning from the first quarter following bid advertisement of the first Construction Contract for the Project, through and

until Substantial Completion of the Project, the Borrower shall furnish to the WIFIA Lender, on a quarterly basis, the Construction Monitoring Report. The report shall be delivered to the WIFIA Lender within thirty (30) days of the end of each such quarter (or if such day is not a Business Day, on the next following Business Day). If the then-current projection for the Substantial Completion Date is a date different than the Projected Substantial Completion Date, the Borrower shall provide in the Construction Monitoring Report a description in reasonable detail to the reasonable satisfaction of the WIFIA Lender of the reasons for such projected delay or difference. The Projected Substantial Completion Date shall automatically be adjusted to the new date specified by the Borrower in the Construction Monitoring Report unless the WIFIA Lender objects to the adjustment in writing to the Borrower within sixty (60) days following receipt of such Construction Monitoring Report on the basis that such report does not demonstrate the matters specified in this paragraph.

(c) Quarterly Certification of Eligible Project Costs. If requested by the WIFIA Lender, on a basis not more frequently than quarterly, the Borrower shall submit to the WIFIA Lender, concurrently with the delivery of the Construction Monitoring Report, a certificate, in the form of **Exhibit E** (*Form of Certification of Eligible Project Costs Documentation*), signed by the Borrower's Authorized Representative, and attaching Eligible Project Costs Documentation as applicable. If there are no applicable Eligible Project Costs for such quarter, the Borrower may notify the WIFIA Lender by written confirmation of the same by email in accordance with Section 31 (*Notices*) of the WIFIA Loan Agreement. Within sixty (60) days following the receipt of such certificate and accompanying Eligible Project Costs Documentation (if applicable), the WIFIA Lender shall notify the Borrower confirming (i) which Eligible Project Costs incurred by the Borrower set forth in the certification have been approved or denied (and, if denied, the reasons therefor) and (ii) the cumulative amount of Eligible Project Costs that have been approved as of the date of such notice. Any such approved amounts of Eligible Project Costs shall then be deemed to be available for Disbursement at such time as the Borrower submits a Requisition in respect of such approved amounts in accordance with Section 4 (*Disbursement Conditions*).

(d) Final Specifications. The Borrower shall deliver to the WIFIA Lender, prior to bid advertisement for the Project (including each sub-project or component, if applicable), a copy of the final specifications relating to the development and construction of the Project (or such sub-project or component, as the case may be), demonstrating compliance with all applicable federal requirements and including a summary of the scope of work thereunder.

PART D. Public Benefits Report.

The Borrower shall deliver to the WIFIA Lender the Public Benefits Report (a) no later than thirty (30) days prior to the Effective Date, (b) within ninety (90) days following the Substantial Completion Date and (c) within ninety (90) days following the fifth (5th) anniversary of the Substantial Completion Date. The Borrower agrees that information described in the Public Benefits Report may be made publicly available by the WIFIA Lender at its discretion.[1]

[1] This report must be provided by the Borrower at the dates specified and in the form of Exhibit C. This requirement is monitored by the Office of Inspector General and cannot be removed/altered. See WIFIA guidance on outcomes, benefits and measures for further details.

PART E. Notices.

(a) The Borrower shall, within fifteen (15) days (or such other time as may be specified below) after the Borrower learns of the occurrence, give the WIFIA Lender notice of any of the following events or receipt of any of the following notices, as applicable, setting forth details of such event:

(i) Substantial Completion: the occurrence of Substantial Completion, such notice to be provided in the form set forth in **Exhibit G** (*Form of Certificate of Substantial Completion*);

(iii) Defaults; Events of Default: any Default or Event of Default;

(iv) Litigation: (1) the filing of any litigation, suit or action, or the commencement of any proceeding, against the Borrower before any arbitrator, Governmental Authority, alternative dispute resolution body, or other neutral third-party, that could reasonably be expected to have a Material Adverse Effect, and (2) any final, non-appealable judgment related to the Pledged Collateral that could reasonably be expected to result in the impairment of (A) the Borrower's ability to comply with any of its payment obligations under the WIFIA Bond or this Agreement or (B) the existence, priority or perfection (if applicable) of the WIFIA Lender's security interest in the Pledged Collateral;

(v) Delayed Governmental Approvals: any failure to receive or delay in receiving any Governmental Approval or making any required filing, notice, recordation or other demonstration to or with a Governmental Authority, in each case to the extent such failure or delay will or could reasonably be expected to result in a delay to any major milestone date (including the Projected Substantial Completion Date) set forth in the Construction Schedule, together with a written explanation of the reasons for such failure or delay and the Borrower's plans to remedy or mitigate the effects of such failure or delay;

(vi) Environmental Notices: any material notice of violation related to the Project or any material change to the Project that could reasonably be expected to affect the NEPA Determination;

(vii) Amendments: except as otherwise agreed by the WIFIA Lender in writing, copies of any fully executed amendments, modifications, replacements or supplements to any Related Document; provided, that such notice may be accomplished through the posting of the relevant documents on EMMA under the WIFIA CUSIP Number with a reference to the relevant WIFIA provision of this Agreement;

(viii) Related Document Defaults: any material breach or default or event of default on the part of the Borrower or any other party under any Related Document; provided that such notice may be accomplished through the posting of the relevant documents on EMMA under the WIFIA CUSIP Number with a reference to the relevant WIFIA provision of this Agreement;

(ix) Uncontrollable Force: the occurrence of any Uncontrollable Force that could reasonably be expected to materially and adversely affect the Project;

(x) Ratings Changes: any change in the rating assigned to the WIFIA Loan or any Obligations, in each case by any Nationally Recognized Rating Agency that has provided a public rating on such indebtedness, and any notices, reports or other written materials (other than those that are ministerial in nature) received from any such rating agencies; provided, that such notice may be accomplished through the posting of the relevant documents on EMMA under the WIFIA CUSIP Number with a reference to the relevant WIFIA provision of this Agreement;

(xi) 2 C.F.R. § 180.350 Notices: any notification required pursuant to 2 C.F.R. § 180.350, whether attributable to a failure by the Borrower to disclose information previously required to have been disclosed or due to the Borrower or any of its principals meeting any of the criteria set forth in 2 C.F.R. § 180.335;

(xii) Issuance of Obligations: copies of any final issuing instrument (together with any continuing disclosure documents, ordinances, official statement, certifications or cash flow projections in connection therewith), prepared in connection with the incurrence of any Permitted Debt (including any Additional Obligations), together with a confirmation by the Borrower that such additional indebtedness satisfies the applicable requirements under the definition of "Permitted Debt"; provided, that such notice may be accomplished through the posting of the relevant documents on EMMA under the WIFIA CUSIP Number with a reference to the relevant WIFIA provision of this Agreement;

(xiii) Postings on EMMA: the posting of any document on EMMA in accordance with the requirements of any continuing disclosure agreement or similar document with respect to any Outstanding Obligations relating to annual financial information and operating data and the reporting of significant events; provided, that such notice may be accomplished through the posting of the relevant document on EMMA under the WIFIA CUSIP Number with a reference to the relevant WIFIA provision of this Agreement;

(xiv) SAM / DUNS: any change in the Borrower's SAM registration status (including any exclusions, expiration or inactive registration) or DUNS Number (including any expiration or change in effectiveness); provided that such notice may be accomplished through the posting of the relevant document on EMMA under the WIFIA CUSIP Number with a reference to the relevant WIFIA provision of this Agreement;

(xv) Reorganization, Consolidation or Merger: the occurrence of any reorganization, consolidation, or merger, together with the agreements and documents authorizing the reorganization, consolidation or merger; and

(xvi) Fiscal Year: any change to or adoption of any fiscal year other than the Initial Borrower Fiscal Year; provided that such notice may be accomplished through

the posting of the relevant document on EMMA under the WIFIA CUSIP Number with a reference to the relevant WIFIA provision of this Agreement; and

(xvii) Other Adverse Events: the occurrence of any other event or condition, including without limitation any notice of breach from a contract counterparty or any holder of any Obligations, that could reasonably be expected to result in a Material Adverse Effect.

(xviii) [Draws on WIFIA Debt Service Reserve Account: the occurrence of any draws on the WIFIA Debt Service Reserve Account to fund payments of interest or principal of the WIFIA Bond when due.]

(b) The Borrower shall, at any time while the WIFIA Loan remains Outstanding, promptly deliver to the WIFIA Lender such additional information regarding the business, financial, legal or organizational affairs of the Borrower or regarding the System, the Project or the System Revenues as the WIFIA Lender may from time to time reasonably request. The Borrower agrees that the delivery of any documents or information under and pursuant to this Agreement shall not be construed as compliance with, or affect in any manner, any obligations of the Borrower under any other contracts, agreements, decrees, Governmental Approvals, or other documents with EPA (other than the WIFIA Loan Documents) or the Federal Government.

SCHEDULE VI

WIFIA LOAN AMORTIZATION SCHEDULE

[*To be attached with final interest rate on the Effective Date*]

EXHIBIT A

FORM OF WIFIA BOND

CITY OF COLUMBIA, TENNESSEE

LONG TERM WATER SUPPLY PROGRAM PROJECT

(WIFIA ID – 19133TN)
WIFIA BOND

Interest Rate	Final Maturity Date	Dated Date	WIFIA CUSIP
[___]%, subject to the Default Rate (as defined and in accordance with the WIFIA Loan Agreement)	[___], subject to adjustment as set forth in the WIFIA Loan Agreement	[___]	[___]

Registered Owner	**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, acting by and through the Administrator of the Environmental Protection Agency**
Maximum Principal Amount	**$[272,487,220] (excluding capitalized interest, if any)**

BORROWER, a municipal government under the laws of the State of Tennessee (the "**Borrower**"), for value received, hereby promises to pay to the order of the **UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**, acting by and through the Administrator of the United States Environmental Protection Agency, or its assigns (the "**WIFIA Lender**"), the lesser of (x) the Maximum Principal Amount set forth above and (y) the aggregate unpaid principal amount of all Disbursements made by the WIFIA Lender (such lesser amount, together with any interest that is capitalized and added to principal in accordance with the provisions of the WIFIA Loan Agreement (as defined below), being hereinafter referred to as the "**Outstanding Principal Sum**"), together with accrued and unpaid interest (including, if applicable, interest at the Default Rate, as defined in the WIFIA Loan Agreement) on the Outstanding Principal Sum and all fees, costs and other amounts payable in connection therewith, all as more fully described in that certain WIFIA Loan Agreement, dated as of the date hereof, between the WIFIA Lender and the Borrower (the "**WIFIA Loan Agreement**"). All capitalized terms used in this WIFIA Bond and not defined herein shall have the meanings set forth in the WIFIA Loan Agreement.

The WIFIA Debt Service hereof shall be payable in the amounts, manner and on the Payment Dates as set forth in the WIFIA Loan Amortization Schedule in accordance with the WIFIA Loan Agreement (which WIFIA Loan Amortization Schedule may be revised from time to time in accordance with the WIFIA Loan Agreement), until paid in full (which Loan Amortization Schedule, as modified from time to time in accordance with the terms of the WIFIA Loan Agreement, is incorporated in and is a part of this WIFIA Bond). The WIFIA Lender is hereby authorized to modify the WIFIA Loan Amortization Schedule from time to time to reflect the amount of each Disbursement made thereunder and the date and amount of principal or interest paid by the Borrower thereunder and otherwise in accordance with the terms of the WIFIA Loan Agreement. Absent manifest error, the WIFIA Lender's determination of such matters as set forth on the WIFIA Loan Amortization Schedule to the WIFIA Loan Agreement shall be conclusive evidence thereof; provided, however, that neither the failure to make any such recordation nor any error in such recordation shall affect in any manner the Borrower's obligations hereunder or under any other WIFIA Loan Document.

Payments hereon are to be made in accordance with Section 8(b) (*Manner of Payment*) and Section 31 (*Notices*) of the WIFIA Loan Agreement as the same become due. Principal of and interest on this WIFIA Bond shall be made in Dollars and in immediately available funds (without counterclaim, offset or deduction). Any payment in respect of the WIFIA Bond shall be treated as a payment in respect of the WIFIA Loan and any prepayment of principal in respect of the WIFIA Loan shall be treated as a redemption in respect of the WIFIA Bond. If the Final Maturity Date is adjusted in accordance with the WIFIA Loan Agreement, the due date of this WIFIA Bond shall be deemed to be amended to change the due date to such revised Final Maturity Date without any further action required on the part of the Borrower or the WIFIA Lender and such amendment shall in no way amend, modify or affect the other provisions of this WIFIA Bond without the prior written agreement of the WIFIA Lender. Any such amendment shall be reflected in a revised Loan Amortization Schedule.

This WIFIA Bond has been executed under and pursuant to the WIFIA Loan Documents and is issued to evidence the obligation of the Borrower under the WIFIA Loan Documents to repay the loan made by the WIFIA Lender and any other payments of any kind required to be paid by the Borrower under the WIFIA Loan Agreement or the other WIFIA Loan Documents referred to therein. Reference is made to the WIFIA Loan Agreement for all details relating to the Borrower's obligations hereunder.

Payment of the obligations of the Borrower under this WIFIA Bond is secured pursuant to the Resolution. This WIFIA Bond is a Bond (as such term is defined in the Resolution), entitled to all of the benefits of a Bond under the Resolution. The Lien on the Pledged Collateral securing this WIFIA Bond for the benefit of the WIFIA Lender is (i) on a parity in right of payment and right of security to the Lien on the Pledged Collateral in favor of the Senior Obligations and (b) senior in right of payment and right of security to the Lien on the Pledged Collateral in favor of the Subordinated Obligations.

This WIFIA Bond may be prepaid at the option of the Borrower in whole or in part (and, if in part, the principal installments and amounts thereof to be prepaid are to be determined in accordance with the WIFIA Loan Agreement; provided, however, such prepayments shall be in

principal amounts of at least $1,000,000 or any integral multiple of $1 in excess thereof), without penalty or premium, and otherwise in accordance with the WIFIA Loan Agreement.

Any delay on the part of the WIFIA Lender in exercising any right hereunder shall not operate as a waiver of any such right, and any waiver granted with respect to one default shall not operate as a waiver in the event of any subsequent default.

All acts, conditions and things required by the Constitution and laws of the State to happen, exist, and be performed precedent to and in the issuance of this WIFIA Bond have happened, exist and have been performed as so required. This WIFIA Bond is issued with the intent that the federal laws of the United States of America shall govern its construction to the extent such federal laws are applicable and the internal laws of the State shall govern its construction to the extent such federal laws are not applicable.

IN WITNESS WHEREOF, BORROWER has caused this WIFIA Bond to be executed in its name and its seal to be affixed hereto and attested by its duly authorized officer, all as of the Effective Date set forth above.

CITY OF COLUMBIA, TENNESSEE,
by its authorized representative

(SEAL)

By:_____
Name:
Title:

ATTEST:

By:_____
Name:
Title:

CERTIFICATE OF AUTHENTICATION

This WIFIA Bond is the WIFIA Bond described in the within-mentioned Resolution.

[NAME OF AUTHORIZING OFFICER]

By: _____
Authorized Signer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the Undersigned hereby unconditionally sells, assigns and transfers unto

(*Please Insert Social Security or other identifying number of Assignee(s)*):

the within WIFIA Bond and all rights thereunder.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within note in every particular, without alteration or enlargement or any change whatever.

EXHIBIT B

FORM OF CLOSING CERTIFICATE

Reference is made to that certain WIFIA Loan Agreement, dated as of [_____], 2025 (the "**WIFIA Loan Agreement**"), by and among City of Columbia, Tennessee (the "**Borrower**") and the United States Environmental Protection Agency, acting by and through the Administrator (the "**WIFIA Lender**"). Capitalized terms used in this certificate and not defined shall have the respective meanings ascribed to such terms in the WIFIA Loan Agreement.

In connection with Section 11(a) (*Conditions Precedent to Effectiveness*) of the WIFIA Loan Agreement, the undersigned, as the Borrower's Authorized Representative, does hereby certify on behalf of the Borrower and not in his/her personal capacity, as of the date hereof:

(a) pursuant to Section 11(a)(v) of the WIFIA Loan Agreement, attached hereto as Annex A is an incumbency certificate that lists all persons, together with their positions and specimen signatures, who are duly authorized by the Borrower to execute the WIFIA Loan Documents to which the Borrower is or will be a party, and who have been appointed as a Borrower's Authorized Representative in accordance with Section 21 (*Borrower's Authorized Representative*) of the WIFIA Loan Agreement;

(b) pursuant to Section 11(a)(ii) of the WIFIA Loan Agreement, the Borrower has delivered to the WIFIA Lender copies of (i) the Resolution, together with any amendments, supplements, waivers or modifications thereto and (ii) any Related Document with respect to which all or a portion of the proceeds are or will be applied to fund all or any portion of Total Project Costs, in each case that has been entered into on or prior to the Effective Date, and each such document is complete, fully executed, and in full force and effect, and all conditions contained in the Related Documents that are necessary to the closing of the WIFIA transaction contemplated hereby (if any) have been fulfilled;

(c) pursuant to Section 11(a)(v)(A) of the WIFIA Loan Agreement, (i) the maximum principal amount of the WIFIA Loan (excluding any capitalized interest), together with the amount of any other credit assistance provided under the Act to the Borrower, does not exceed forty-nine percent (49%) of reasonably anticipated Eligible Project Costs; (ii) the aggregate amount of Eligible Project Costs previously incurred prior to the Effective Date does not exceed fifty-one percent (51%) of Eligible Project Costs; and (iii) the total federal assistance provided to the Project, including the maximum principal amount of the WIFIA Loan (excluding any capitalized interest), does not exceed eighty percent (80%) of Total Project Costs;

(d) pursuant to Section 11(a)(v)(B) of the WIFIA Loan Agreement, the Borrower is in compliance with NEPA and any applicable federal, state or local environmental review and approval requirements with respect to the Project;

(e) pursuant to Section 11(a)(v)(C) of the WIFIA Loan Agreement, the Borrower has (i) obtained a FEIN, as evidenced by the Borrower's W-9 which is attached hereto as Annex B-1, a UEI Number, in each case as set forth on Part A of Schedule I (*WIFIA Loan Specific Terms*) to the WIFIA Loan Agreement, and (ii) registered with, and obtained confirmation of active SAM registration status, which confirmation is attached hereto as Annex B-2;

(f) pursuant to Section 11(a)(v)(D) of the WIFIA Loan Agreement, the Borrower has obtained the WIFIA CUSIP Number, as set forth on Part A of Schedule I (*WIFIA Loan Specific Terms*) to the WIFIA Loan Agreement, and which confirmation is attached hereto as Annex C;

(g) pursuant to Section 11(a)(v)(E) of the WIFIA Loan Agreement, the representations and warranties of the Borrower set forth in the WIFIA Loan Agreement and in each other WIFIA Loan Document to which the Borrower is a party are true and correct on and as of the date hereof, except to the extent that such representations and warranties expressly relate to an earlier date, in which case such representations and warranties were true and correct as of such earlier date;

(h) pursuant to Section 11(a)(v)(F) of the WIFIA Loan Agreement, no Material Adverse Effect, or any event or condition that could reasonably be expected to have a Material Adverse Effect, has occurred or arisen since the date of the Application; and

(i) pursuant to Section 11(a)(vi) of the WIFIA Loan Agreement, the rating letter delivered to the WIFIA Lender pursuant to such Section 11(a)(vii) has not been reduced, withdrawn or suspended as of the Effective Date.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date first mentioned above.

CITY OF COLUMBIA, TENNESSEE,
by its authorized representative

By: _____
Name:
Title:

ANNEX A TO EXHIBIT B

INCUMBENCY CERTIFICATE

The undersigned certifies that he/she is the [Secretary] of the City of Columbia, Tennessee, a municipal government organized and existing under the laws of Tennessee, (the "**Borrower**"), and as such he/she is authorized to execute this certificate and further certifies that the following persons have been elected or appointed, are qualified, and are now acting as officers or authorized persons of the Borrower in the capacity or capacities indicated below, and that the signatures set forth opposite their respective names are their true and genuine signatures. He/She further certifies that any of the officers listed below is authorized to sign agreements and give written instructions with regard to any matters pertaining to the WIFIA Loan Documents as the Borrower's Authorized Representative (each as defined in that certain WIFIA Loan Agreement, dated as of the date hereof, between the Borrower and the United States Environmental Protection Agency, acting by and through the Administrator):

Name	Title	Signature
[_____]	[_____]	_____
[_____]	[_____]	_____
[_____]	[_____]	_____
[_____]	[_____]	_____
[_____]	[_____]	_____

IN WITNESS WHEREOF, the undersigned has executed this certificate as of this _____ day of [___], 2025.

CITY OF COLUMBIA, TENNESSEE,
by its authorized representative

By: _____
Name:
Title:

EXHIBIT C

FORM OF PUBLIC BENEFITS REPORT

Pursuant to Section 11(a)(vii)) and Part D of Schedule V (*Reporting Requirements*) of the WIFIA Loan Agreement (as defined below), the City of Columbia, Tennessee (the "**Borrower**") is providing this Public Benefits Report in connection with the Long Term Water Supply Program (WIFIA ID – 19133TN). Capitalized terms used in this certificate and not defined shall have the respective meanings ascribed to such terms in the WIFIA Loan Agreement dated on or about the date hereof (the "**WIFIA Loan Agreement**"), between the Borrower and the United States Environmental Protection Agency, acting by and through the Administrator.

Reporting Period: [Prior to the Effective Date][within ninety (90) days following the Substantial Completion Date][within ninety (90) following the fifth (5th) anniversary of the Substantial Completion Date]

(i) The number of total jobs and direct jobs projected to be created by the Project during the period between the Effective Date and the Substantial Completion Date:

WIFIA projects that the Project will create [__] total jobs, of which the Borrower projects [__] will be direct jobs.

(ii) Indicate (yes or no) whether the Project will assist the Borrower in complying with applicable regulatory requirements, and if yes, describe how the project assists with regulatory compliance:

Yes ☐
If yes, additional description: [___]

No ☐

(iii) The Project will assist the Borrower with the following environmental measure:[1]

---

[1] **Internal Note:** Refer to WIFIA Internal Engineering Memo for the appropriate measure specific to the Project. Consult with WIFIA Engineer for questions. Possible measures may include:

[Measure not reported to prevent double-counting of measure.]

[Amount by which the Project will provide new, expanded, more reliable, or more resilient drinking water (measured in MGD capacity at Substantial Completion).]

[Amount by which the Project will provide cleaner and safer drinking water (measured in MGD capacity at Substantial Completion).]

[Number of watermain breaks prevented by the Project (measured in number of breaks per year at Substantial Completion).]

[Number of lead service line replaced by the Project (measured in count at Substantial Completion).]

[Amount by which Project will provide new, expanded, improved, more reliable, more resilient, or more efficient treatment capacity for wastewater treatment (measured in MGD capacity at Substantial Completion).]

[Amount by which Project will provide higher level of treatment at wastewater treatment plants (measured in MGD capacity at Substantial Completion).]

[___].

[Frequency and volume of CSOs events per year eliminated by the Project (measured in gallons and events per year at Substantial Completion).]

[Frequency and volume of CSOs events per year eliminated by the Project (measured in gallons and events per year at Substantial Completion).]

[Number of SSO events per year prevented by the Project (measured in number of SSO events per year at Substantial Completion).]

[Amount by which the Project will increase Class A and Class B biosolids production (measured in Tons annually at Substantial Completion).]

[Amount by which the Project will capture, contain, divert, manage, or treat stormwater runoff (measured in acre-ft per year).]

[The amount by which the Project will increase the volume of water recycled, recharged, or redirected (measured in MGD capacity at Substantial Completion).]

Refer to WIFIA Engineering's memo on Environmental Program Measures Guiding Principles for further details on these measures. Note that the above are measures typical for system credits under WIFIA's base program. Consult with WIFIA engineer for measures for SRF program borrowers.

EXHIBIT D

FORM OF REQUISITION

VIA EMAIL
United States Environmental Protection Agency
1200 Pennsylvania Avenue NW
WJC-E 7334A
Washington, D.C. 20460
Attention: WIFIA Director
Email: WIFIA_Portfolio@epa.gov

Re: Long Term Water Supply Program (WIFIA ID – 19133TN)

Ladies and Gentlemen:

Pursuant to Section 4 (*Disbursement Conditions*) and Schedule IV (*Requisition Procedures*) of the WIFIA Loan Agreement, dated as of [__], 2025 (the "**WIFIA Loan Agreement**"), by and between CITY OF COLUMBIA, TENNESSEE (the "**Borrower**") and the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, acting by and through the Administrator (the "**WIFIA Lender**"), the Borrower hereby requests a Disbursement in the amount set forth below in respect of Eligible Project Costs paid or incurred by the Borrower. Capitalized terms used but not defined herein have the meaning set forth in the WIFIA Loan Agreement.

In connection with this Requisition, the undersigned, as the Borrower's Authorized Representative, hereby represents and certifies the following:

1.	**Project name**	Long Term Water Supply Program
2.	**Borrower name**	City of Columbia, Tennessee
3.	**WIFIA Loan ID**	19133TN
4.	**Borrower UEI Number**	[___]
5.	**Borrower FEIN number**	62-60000269
6.	**Requisition number**	[___]
7.	**Requested Disbursement amount**	$[272,487,220]
8.	**Requested date of Disbursement (the "Disbursement Date")**[1]	[___]
9.	**Total amounts previously disbursed under the WIFIA Loan Agreement**	$[___]
10.	**Wire or ACH transfer instructions (please specify method)**	[___]

[1] Note this should be the actual disbursement date on which the Borrower requests to receive the funds, not the date that this Requisition form is submitted to the WIFIA Lender.

11. As of the date hereof, and immediately after giving effect to the Disbursement of WIFIA Loan proceeds requested under this Requisition, (a) no Default or Event of Default and no event of default under any other Related Document shall have occurred and be continuing and (b) no event that, with the giving of notice or the passage of time or both, would constitute an event of default under any other Related Document, shall have occurred and be continuing.

12. No Material Adverse Effect, or any event or condition that could reasonably be expected to have a Material Adverse Effect, has occurred since the Effective Date.

13. The aggregate amount of all Disbursements (including the requested Disbursement amount under this Requisition but excluding any interest that is capitalized in accordance with the WIFIA Loan Agreement) does not exceed (a) the maximum principal amount of the WIFIA Loan or (b) the amount of Eligible Project Costs paid or incurred by the Borrower.

14. The Eligible Project Costs for which reimbursement or payment is being requested has not been reimbursed or paid by any previous disbursement of (a) WIFIA Loan proceeds or (b) any other source of funding for the Project as identified in the Project Budget.

15. The Borrower, and each of its contractors and subcontractors at all tiers with respect to the Project, has complied with all applicable laws, rules, regulations and requirements, including 40 U.S.C. §§3141-3144, 3146, and 3147 (relating to Davis-Bacon Act requirements) (and regulations relating thereto) and 33 U.S.C. §3914 (relating to American iron and steel products). Supporting documentation, such as certified payroll records and certifications for all iron and steel products used for the Project, are being maintained and are available for review upon request by the WIFIA Lender.

16. The representations and warranties of the Borrower set forth in the WIFIA Loan Agreement and in each other WIFIA Loan Document are true and correct as of the date hereof and as of the Disbursement Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case, such representations and warranties are true and correct as of such earlier date).

17. The Borrower has delivered all required deliverables under and in compliance with the requirements of Schedule V (*Reporting Requirements*), except as has been otherwise agreed by the WIFIA Lender.

18. The amount hereby being requested for Disbursement is with respect to Eligible Project Costs for which [all][a portion][none] of the Eligible Project Costs Documentation was previously submitted to and approved by the WIFIA Lender in accordance with Schedule IV (*Requisition Procedures*) and Schedule V (*Reporting Requirements*) of the WIFIA Loan Agreement. The [following table below][attached excel sheet] sets out a summary of any Eligible Project Costs that have not otherwise been previously submitted to the WIFIA Lender for approval, and supporting Eligible Project Costs Documentation in respect of such new Eligible Project Costs is attached hereto.[2]

---

[2] See Schedules IV, V and Exhibit E of the WIFIA Loan Agreement for additional details on EPC Documentation.

								WIFIA USE ONLY	
Vendor or Contractor Name[3]	**Invoice Number[4]**	**Invoice Date**	**Payment Date**	**Invoice Amount**	**WIFIA Requested Amount[5]**	**Activity Type[6]**	**Description of Activity[7]**	**Approved Amount**	**Notes**

The undersigned acknowledges that if the Borrower makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Government in connection with the Project, the Government reserves the right to impose on the Borrower the penalties of 18 U.S.C. § 1001, to the extent the Government deems appropriate.

Date: _____

CITY OF COLUMBIA, TENNESSEE,
by its authorized representative

By: _____
Name:
Title: _____

3 If seeking reimbursement for internal costs, enter "**Internally financed activities.**"

4 Vendor's number indicated on the invoice sent to the Borrower.

5 If the amount requested for reimbursement by the WIFIA Lender is less than the total amount of the invoice, include an explanation for the difference.

6 Specify whether activity is: (a) **Development phase activity**, which includes planning, preliminary engineering, design, environmental review, revenue forecasting and other pre-construction activities; (b) **Construction**, which includes construction, reconstruction, rehabilitation and replacement activities; (c) **Acquisition of real property**, which includes acquiring an interest in real property, environmental mitigation, construction contingencies and acquisition of equipment; (d) **Carrying costs**, including capitalized interest, as necessary to meet market requirements, reasonably required reserve funds, capital issuance expenses and other carrying costs during construction; (e) **WIFIA fees**, including for application and credit processing; or (f) **Other**, with an explanation in the "Description of Activity" column.

7 Provide a brief description of the activities included in the invoice for which WIFIA funds are being requested and any other notes that will aid in the review of the disbursement request.

EXHIBIT E

FORM OF CERTIFICATION OF ELIGIBLE PROJECT COSTS DOCUMENTATION

VIA EMAIL
United States Environmental Protection Agency
1200 Pennsylvania Avenue NW
WJC-E 7334A
Washington, D.C. 20460
Attention: WIFIA Director
Email: WIFIA_Portfolio@epa.gov

Re: Long Term Water Supply Program (WIFIA ID – 19133TN)

Ladies and Gentlemen:

Pursuant to Part C of Schedule V (*Reporting Requirements*) of the WIFIA Loan Agreement, dated as of [__], 2025 (the "**WIFIA Loan Agreement**"), by and between CITY OF COLUMBIA, TENNESSEE (the "**Borrower**") and the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, acting by and through the Administrator (the "**WIFIA Lender**"), the Borrower hereby presents this certificate in connection with the Borrower's delivery of Eligible Project Costs Documentation to the WIFIA Lender. Capitalized terms used but not defined herein have the meaning set forth in the WIFIA Loan Agreement.

The undersigned does hereby represent and certify the following:

1. This certificate is being delivered to the WIFIA Lender in connection with the Eligible Project Costs during the period between [___] and [___] (the "**Quarterly Period**").

2. A summary of the Eligible Project Costs incurred, invoiced and/or paid (as the case may be) is set out in the [attached excel sheet][table on the following page:]

							WIFIA USE ONLY	
Vendor or Contractor Name[1]	**Invoice Number[2]**	**Invoice Date**	**Payment Date**	**Invoice Amount**	**Activity Type[3]**	**Description of Activity[4]**	**Approved Amount**	**Notes**

3. The anticipated sources of funding for such Eligible Project Costs are [listed below][set forth in the attached excel sheet].

4. Supporting Eligible Project Costs Documentation for the above Eligible Project Costs for the Quarterly Period are also attached hereto.[5]

5. The most recently delivered Construction Monitoring Report delivered in accordance with Part C of Schedule V (*Reporting Requirements*) sets out a summary of the progress of construction of the Project, no change has occurred since the date of such Construction Monitoring Report that could reasonably be expected to cause a Material Adverse Effect, and the Borrower is otherwise in compliance with Part C of Schedule V (*Reporting Requirements*).

Date: _____

CITY OF COLUMBIA, TENNESSEE[6]

By: _____
Name:
Title: _____

---

1 If the expectation is to seek reimbursement for internal costs, enter "**Internally financed activities.**"

2 Vendor's number indicated on the invoice sent to the Borrower.

3 Specify whether activity is: (a) **Development phase activity**, which includes planning, preliminary engineering, design, environmental review, revenue forecasting and other pre-construction activities; (b) **Construction**, which includes construction, reconstruction, rehabilitation and replacement activities; (c) **Acquisition of real property**, which includes acquiring an interest in real property, environmental mitigation, construction contingencies and acquisition of equipment; (d) **Carrying costs**, including capitalized interest on other Project Obligations during construction, as necessary to meet market requirements, reasonably required reserve funds, capital issuance expenses and other carrying costs during construction; (e) **WIFIA fees**, including for application and credit processing; or (f) **Other**, with an explanation in the "Description of Activity" column.

4 Provide a brief description of the activities included in the invoice for which WIFIA funds are being requested and any other notes that will aid in the review of the documentation.

5 See Schedules IV and V of the WIFIA Loan Agreement for additional details on EPC Documentation.

6 To be executed by the Borrower's Authorized Representative.

EXHIBIT F

FORM OF CONSTRUCTION MONITORING REPORT

VIA EMAIL
United States Environmental Protection Agency
1200 Pennsylvania Avenue NW
WJC-E 7334A
Washington, DC 20460
Attn: WIFIA Director
Email: WIFIA_Portfolio@epa.gov

Re: Long Term Water Supply Program (WIFIA ID – 19133TN)

This Construction Monitoring Report for the period of [*insert relevant quarterly period*] (the "**Quarterly Period**") is provided pursuant to Part D of Schedule V (*Reporting Requirements*) of the WIFIA Loan Agreement, dated as of [__], 2025 (the "**WIFIA Loan Agreement**"), by and between CITY OF COLUMBIA, TENNESSEE (the "**Borrower**") and the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, acting by and through the Administrator of the Environmental Protection Agency (the "**WIFIA Lender**"). Unless otherwise defined herein, all capitalized terms in this Construction Monitoring Report have the meanings assigned to those terms in the WIFIA Loan Agreement.

1. **Project Status.** Provide a narrative summary of the Project's construction progress during the Quarterly Period, including with respect to the Project components or sub-projects where appropriate. Complete the table in Appendix A to update the Project scope, schedule, and costs with the latest information.

2. **Current Projected Substantial Completion Date:** | |

If the current Projected Substantial Completion Date differs than the date set forth in the Construction Monitoring Report most recently delivered to the WIFIA Lender (or, if no such report has yet been provided, the date of the Projected Substantial Completion Date set forth in the WIFIA Loan Agreement as of the Effective Date), provide a description in reasonable detail for such projected delay or difference:

3. **Material Problems (if any)**

Note any problems encountered or anticipated during the construction of the Project during the Quarterly Period that (1) impedes Project completion within the scope, costs,

and schedule outlined in the WIFIA Loan Agreement or (2) relates to unforeseen complications in connection with the construction of the Project. This may include commissioning/start-up issues, constructability issues for the Project as planned, adverse impacts to Project surroundings, changes in or issues with meeting environmental or federal compliance requirements, and unanticipated or abnormal permit approval timelines. Include an assessment of the impact and any current plans to address the problems.

4. Other Matters Related to the Project (if applicable)

Date: _____

CITY OF COLUMBIA, TENNESSEE

By: _____
Name: _____
Title: _____

APPENDIX A[1]

Project Scope		Project Schedule						Project Costs		
Project Component	Completed (Y/N)	Contract/ Vendor	Bid Advertisement Date	Contract Award Date	NTP Effective Date	Original Substantial Completion Date	Estimated Substantial Completion Date	Original Contract Amount	Estimated Costs to Complete	Costs Earned or Paid to Date
Total										

Table Definitions:
Project Component – project name or ID as tracked by the borrower
Complete (Y/N) – indication that project is complete, and no additional updates will be provided
Description (program of projects only) – brief overview of scope of work for the project component.
Location (program of projects only) – physical project boundaries
Covered by existing NEPA? (program of projects only) – refer to the environmental review documents that is the basis for the NEPA finding. Is the project within the geographic scope and scope of activities described in the documents?

Contract/Vendor – the contract identifier and contractor that is/will be completing the project construction.
Bid Advertisement Date – the date the bid was advertised
Contract Award date – the date the contract was awarded
NTP Effective date – the effective date to proceed with the construction in the Notice to Proceed
Original Substantial Completion Date – the substantial completion date for the given project as noted in the original contract award
Estimated Substantial Completion Date – the latest date estimate for substantial completion for the given project component

Original Contract Amount – the original contract award amount
Estimated Costs to Complete – the latest cost estimates to complete the given project component
Costs Earned or Paid to Date – the latest incurred contract costs for the given project component
Total – Total the cost amounts across all project components and contracts

[1] Appendix A summarizes all project components that will be bid in the next quarter, are currently under construction, or have completed construction. It should be a cumulative list of projects that is updated each quarter. A Microsoft Excel spreadsheet with similar table format is acceptable.

EXHIBIT G

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

[*Letterhead of Borrower*]

[*Date*]

VIA EMAIL
United States Environmental Protection Agency
1200 Pennsylvania Avenue NW
WJC-E 7334A
Washington, DC 20460
Attn: WIFIA Director
Email: WIFIA_Portfolio@epa.gov

Project: Long Term Water Supply Program (WIFIA ID – 19133TN)

Dear Director:

This Notice is provided pursuant to Part E of Schedule V (*Reporting Requirements*) of that certain WIFIA Loan Agreement (the "**WIFIA Loan Agreement**"), dated as of [__], 2025 by and between CITY OF COLUMBIA, TENNESSEE (the "**Borrower**") and the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, acting by and through its Administrator (the "**WIFIA Lender**").

Unless otherwise defined herein, all capitalized terms in this certificate have the meanings assigned to those terms in the WIFIA Loan Agreement.

I, the undersigned, in my capacity as the Borrower's Authorized Representative and not in my individual capacity, do hereby certify to the WIFIA Lender that:

(a) the Project has satisfied each of the requirements for Substantial Completion set forth in the Construction Contracts;

(b) Substantial Completion has been declared under each of the relevant Construction Contracts and copies of the notices of Substantial Completion under such agreements are attached to this certification;

(c) Substantial Completion, as defined in the WIFIA Loan Agreement, has been achieved and the Substantial Completion Date is [__]; and

(d) The total federal assistance provided to the Project, including the maximum principal amount of the WIFIA Loan (excluding any interest that is capitalized in accordance with the terms hereof), does not exceed eighty percent (80%) of Total Project Costs.

CITY OF COLUMBIA, TENNESSEE,
by its authorized representative

By: _____
Name:

Title:

EXHIBIT H-1

OPINIONS REQUIRED FROM GENERAL COUNSEL TO BORROWER[1]

An opinion of the counsel of the Borrower, dated as of the Effective Date, to the effect that:

(a) the Borrower is duly formed, validly existing, and in good standing under the laws of the jurisdiction of its organization;

(b) the Borrower has all requisite power and authority to conduct its business and to execute and deliver, and to perform its obligations under the WIFIA Loan Documents to which it is a party;

(c) the execution and delivery by the Borrower of, and the performance of its respective obligations under, the WIFIA Loan Documents to which it is a party, have been duly authorized by all necessary organizational or regulatory action, and other than the Borrower's Organizational Documents and the Resolution Documents, no further instruments or documents are necessary for the Borrower to execute and deliver, and to perform its obligations under, the WIFIA Loan Documents to which it is a party and to consummate and implement the transactions contemplated by the WIFIA Loan Documents;

(d) the Borrower has duly executed and delivered each WIFIA Loan Document to which it is a party and each such WIFIA Loan Document constitutes the legal, valid and binding obligation of such party; enforceable against such party in accordance with their respective terms;

(e) no authorization, consent, or other approval of, or registration, declaration or other filing with any governmental authority of the United States of America or of the State is required on the part of the Borrower for the execution and delivery by such party of, and the performance of such party under, any WIFIA Loan Document to which it is a party other than authorizations, consents, approvals, registrations, declarations and filings that have already been timely obtained or made by the Borrower;

(f) the execution and delivery by the Borrower of, and compliance with the provisions of, the WIFIA Loan Documents to which it is a party in each case do not (i) violate the Organizational Documents of the Borrower, (ii) violate the law of the United States of America or of the State or (iii) conflict with or constitute a breach of or default under any material agreement or other instrument known to such counsel to which the Borrower is a party, or to the best of such counsel's knowledge, after reasonable review, any court order, consent decree, statute, rule, regulation or any other law to which the Borrower is subject;

(g) the Borrower is not an investment company required to register under the Investment Company Act of 1940, as amended; and

(h) to the knowledge of such counsel after due inquiry, there are no actions, suits, proceedings or investigations against the Borrower by or before any court, arbitrator or any other Governmental Authority in connection with the Related Documents or the System (including the Project) that are pending.

---

[1] Certain of the opinions described in this exhibit (e.g. enforceability of the WIFIA Bond, no conflicts with laws) may be addressed in the bond counsel opinion in addition to or in lieu of the opinion of counsel to the Borrower.

EXHIBIT H-2

OPINIONS REQUIRED FROM BOND COUNSEL TO BORROWER

An opinion of bond counsel, dated as of the Effective Date, to the effect that:

(a) The Borrower has been duly created and validly exists as a municipal government of the State under and pursuant to the laws of the State (including the [*Borrower enabling legislation*] as amended to the date hereof) (the "**Borrower Act**"), with good right and power to issue the WIFIA Bond.

(b) The Borrower has the right and power under the laws of the State, including the Borrower Act, to enter into the Resolution Documents, the WIFIA Loan Documents and the WIFIA Bond, and each has been duly authorized, executed and delivered by the Borrower, is in full force and effect, and constitutes a legal, valid and binding agreement of the Borrower enforceable against the Borrower in accordance with its respective terms and conditions.

(c) the WIFIA Bond (i) is secured by the Pledged Collateral, (ii) is a Bond entitled to the benefits of a Bond under the Resolution, (iii) is enforceable under the laws of the State without any further action by the Borrower or any other Person, and (iv) ranks pari passu in right of payment and right of security with all Senior Obligations and are senior in right of payment and right of security to all Subordinated Obligations;

(d) the Resolution creates the valid and binding assignment and pledge of the Pledged Collateral to secure the payment of the principal of, interest on, and other amounts payable in respect of, the WIFIA Bond, irrespective of whether any party has notice of the pledge and without the need for any physical delivery, recordation, filing or further act;

(e) all actions by the Borrower that are required for the application of Revenues as required under the Resolution and under the WIFIA Loan Agreement have been duly and lawfully made;

(f) the Borrower has complied with the requirements of State law to lawfully pledge the Pledged Collateral and use the Revenues as required by the terms of the Resolution and the WIFIA Loan Agreement;

(g) the Borrower is not eligible to be a debtor in either a voluntary or involuntary case under the United States Bankruptcy Code; and

(h) the Borrower is not entitled to claim governmental immunity in any breach of contract action under the WIFIA Loan Agreement or the WIFIA Bond or under the Resolution Documents.

49620760.1

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

[___], 2026

Columbia Power and Water Systems
201 Pickens Lane
Columbia, TN
Phone: 931-388-4833
E-mail: jonathan.hardin@cpws.com

RE: WIFIA Term Sheet for the Columbia Power and Water Systems and Long Term Water Supply Program (WIFIA ID - 19133TN)

Ladies and Gentlemen:

This WIFIA Term Sheet (this "**Term Sheet**") constitutes (a) the approval of the United States Environmental Protection Agency, acting by and through the Administrator of the Environmental Protection Agency (hereinafter, the "**USEPA**"), of the application for credit assistance of the Borrower (as defined below) received WIFIA Program Application (the "**Application**") and (b) the agreement of USEPA to provide financing for the above-referenced project (as further described below, the "**Project**") in the form of a secured loan (the "**WIFIA Loan**"), pursuant to the Water Infrastructure Finance and Innovation Act ("**WIFIA**"), § 5021 *et seq*. of Public Law 113-121 (as amended, and as may be further amended from time to time, the "**Act**"), codified as 33 U.S.C. §§ 3901-3914, subject in all respects to (i) the terms and conditions contained herein and (ii) the execution and delivery of the WIFIA loan agreement to be entered into on or after the date hereof (the "**WIFIA Loan Agreement**") on the terms and conditions acceptable to the USEPA contained therein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the WIFIA Loan Agreement.

By executing this Term Sheet, Columbia Power and Water Systems, on behalf of the Borrower, confirms its agreement to reimburse USEPA for any and all fees and expenses that USEPA incurs for legal counsel, financial advice, and other consultants in connection with the evaluation of the Project and the negotiation and preparation of the WIFIA Loan Agreement and related documents, whether or not such agreement is ultimately executed.

This Term Sheet shall be governed by the federal laws of the United States of America if and to the extent such federal laws are applicable, and the internal laws of the State of Tennessee, if and to the extent such federal laws are not applicable. This Term Sheet, and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Electronic delivery of an executed counterpart of a signature page shall be effective as delivery of an original executed counterpart.

THIS DRAFT DOCUMENT IS NOT A CONTRACT OR AN OFFER TO ENTER INTO A CONTRACT. IT HAS NOT BEEN APPROVED BY THE ENVIRONMENTAL PROTECTION AGENCY ("USEPA") AND DOES NOT INDICATE A COMMITMENT BY USEPA TO PARTICIPATE IN ANY TRANSACTION OR TO BE BOUND IN ACCORDANCE WITH ANY TERM OR CONDITION SET FORTH HEREIN. ONLY A DOCUMENT AS EXECUTED BY THE PARTIES WILL CONTAIN THE TERMS THAT BIND THEM.

INDICATIVE TERMS OF THE WIFIA LOAN

WIFIA LENDER	United States Environmental Protection Agency, an agency of the United States of America, acting by and through the Administrator of the Environmental Protection Agency (the "**WIFIA Lender**").
BORROWER	City of Columbia, Tennessee, a municipal government organized and existing under the laws of Tennessee (the "**Borrower**").
PROJECT	The Long Term Water Supply Program, which consists of three sub-projects: (a) the downstream intake, which consists of construction of a new raw water intake structure along the Duck River and a new raw water pump station; (b) the raw water transmission main, which consists of the construction of a new raw water transmission main from the downstream intake to the water treatment plant; and, (c) the Columbia WTP improvements at the existing water treatment plant to improve reliability of the treatment train and expand capacity of the treatment plant.
WIFIA LOAN AMOUNT	A maximum principal amount (sum of disbursements and excluding capitalized interest) not to exceed $[272,487,220]; provided that (1) the maximum principal amount of the WIFIA Loan (excluding any interest that is capitalized in accordance with the terms hereof), together with the amount of any other credit assistance provided under the Act to the Borrower, does not exceed forty-nine percent (49%) of reasonably anticipated Eligible Project Costs; (2) the aggregate amount of Eligible Project Costs previously incurred prior to the Effective Date does not exceed fifty-one percent (51%) of Eligible Project Costs; and (3) the total federal assistance provided to the Project, including the maximum principal amount of the WIFIA Loan (excluding any interest that is capitalized in accordance with the terms hereof), does not exceed eighty percent (80%) of Total Project Costs.
INTEREST RATE	The WIFIA Loan shall bear interest at a fixed rate, calculated by adding one basis point (0.01%) to the rate of securities of a similar maturity (based on the weighted-average life of the WIFIA Loan) as published, on the execution date of the

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	WIFIA Loan Agreement, in the United States Treasury Bureau of Public Debt's daily rate table for State and Local Government Series (SLGS) securities. The WIFIA Loan shall also bear default interest at a rate of 200 basis points above the otherwise applicable interest rate, at such times and upon such terms as provided in the WIFIA Loan Agreement.
PAYMENT DATES	Principal and interest on the WIFIA Loan shall be repaid in accordance with the terms set forth in the WIFIA Loan Agreement. The interest payment date shall be each June 1 and December 1, beginning on the debt service payment commencement date. The debt service payment commencement date of the WIFIA Loan shall be the earlier to occur of (a) the first Payment Date immediately following the later of (i) the first disbursement of the WIFIA Loan or (ii) if there is a capitalized interest period, the end of the capitalized interest period, in each case as will be set forth in the WIFIA Loan amortization schedule attached to the WIFIA Loan Agreement; or (b) the Payment Date falling closest to, but not later than, the fifth anniversary of the Substantial Completion Date.
FINAL MATURITY DATE	The earliest of (a) December 1, 2064, (b) the date on which the maturity of the WIFIA Loan and corresponding WIFIA Bond have been accelerated or subject to mandatory redemption or prepayment (as the case may be) prior to maturity thereof; and (c) the Payment Date immediately preceding the date that is thirty-five (35) years following the Substantial Completion Date.
PROJECTED SUBSTANTIAL COMPLETION DATE	August 15, 2030
DEDICATED SOURCE OF REPAYMENT	The dedicated source of repayment for the WIFIA Loan shall be waterworks system revenues net current expenses ("**Net Revenues**").
SECURITY AND LIEN PRIORITY	The WIFIA Loan shall be secured by a senior lien on the Net Revenues and amounts on deposit in all funds and accounts established by the Resolution (excluding reserve accounts dedicated to Obligations other than the WIFIA Loan and the Tax Credit Payment Accounts within the Debt Service Fund).

THIS DRAFT DOCUMENT IS NOT A CONTRACT OR AN OFFER TO ENTER INTO A CONTRACT. IT HAS NOT BEEN APPROVED BY THE ENVIRONMENTAL PROTECTION AGENCY ("USEPA") AND DOES NOT INDICATE A COMMITMENT BY USEPA TO PARTICIPATE IN ANY TRANSACTION OR TO BE BOUND IN ACCORDANCE WITH ANY TERM OR CONDITION SET FORTH HEREIN. ONLY A DOCUMENT AS EXECUTED BY THE PARTIES WILL CONTAIN THE TERMS THAT BIND THEM.

RATE COVENANT	As set forth in further detail in the WIFIA Loan Agreement, the Borrower shall at all times fix, establish, maintain, charge and collect rates, fees and charges for the use or the sale of the output, capacity or service of the System which shall be sufficient to produce Net Revenues in each Fiscal Year at least equal to the greater of: (i) 120% of the Debt Service Requirement on the Outstanding Bonds in such Fiscal Year; and (ii) 100% of the sum of: (A) the Debt Service Requirement on the Outstanding Bonds and Subordinated Indebtedness in such Fiscal Year, (B) the amounts required to be paid during such Fiscal Year into the Bond Reserve Accounts pursuant to the Resolution, and (C) the amount of all other charges and liens whatsoever payable out of Revenues during such Fiscal Year, including payments in lieu of taxes and any payments required during such Fiscal Year under Contracts to the extent not otherwise provided for in this subsection (ii).
ADDITIONAL INDEBTEDNESS	The Borrower shall not issue or incur any Additional Senior Obligations unless the conditions set forth in Section 15(a) of the WIFIA Loan Agreement are satisfied.
RESTRICTED PAYMENTS AND TRANSFERS	The Borrower shall not permit Revenues, or any funds in any accounts held under the Resolution or in any other waterworks system fund or account held by or on behalf of the Borrower, to be paid or transferred or otherwise applied for purposes other than ownership, operation or maintenance of the System, provided, that so long as no Payment Default or failure of compliance with the Rate Covenant has occurred and is continuing, the Borrower may use Revenues or other assets of the System, or any funds in any accounts held under the Resolution or in any other fund or account held by or on behalf of the Borrower with Revenues on deposit therein for the purpose of making payments in lieu of taxes pursuant to Tennessee Code Annotated Section 7-34-115.

THIS DRAFT DOCUMENT IS NOT A CONTRACT OR AN OFFER TO ENTER INTO A CONTRACT. IT HAS NOT BEEN APPROVED BY THE ENVIRONMENTAL PROTECTION AGENCY ("USEPA") AND DOES NOT INDICATE A COMMITMENT BY USEPA TO PARTICIPATE IN ANY TRANSACTION OR TO BE BOUND IN ACCORDANCE WITH ANY TERM OR CONDITION SET FORTH HEREIN. ONLY A DOCUMENT AS EXECUTED BY THE PARTIES WILL CONTAIN THE TERMS THAT BIND THEM.

WIFIA LOAN DOCUMENTATION	The WIFIA Loan shall be subject to the preparation, execution and delivery of the WIFIA Loan Agreement, the WIFIA Bond and any other loan documentation required by the WIFIA Lender in connection therewith, in each case acceptable to the WIFIA Lender and the Borrower, which will contain certain conditions precedent, representations and warranties, affirmative and negative covenants, events of default, and other provisions as agreed between the WIFIA Lender and the Borrower.

[*Signature pages follow*]

THIS DRAFT DOCUMENT IS NOT A CONTRACT OR AN OFFER TO ENTER INTO A CONTRACT. IT HAS NOT BEEN APPROVED BY THE ENVIRONMENTAL PROTECTION AGENCY ("USEPA") AND DOES NOT INDICATE A COMMITMENT BY USEPA TO PARTICIPATE IN ANY TRANSACTION OR TO BE BOUND IN ACCORDANCE WITH ANY TERM OR CONDITION SET FORTH HEREIN. ONLY A DOCUMENT AS EXECUTED BY THE PARTIES WILL CONTAIN THE TERMS THAT BIND THEM.

If the foregoing terms are acceptable, please countersign this letter in the space indicated below.

Sincerely,

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, acting by and through the Administrator of the United States Environmental Protection Agency

By: _____
Name: Lee M. Zeldin
Title: Administrator

[*Signature page to Columbia Power and Water Systems and Long Term Water Supply Program – WIFIA Term Sheet*]

THIS TEMPLATE TERM SHEET IS NOT A CONTRACT OR AN OFFER TO ENTER INTO A CONTRACT. IT HAS NOT BEEN APPROVED BY THE ENVIRONMENTAL PROTECTION AGENCY ("USEPA") AND DOES NOT INDICATE A COMMITMENT BY USEPA TO PARTICIPATE IN ANY TRANSACTION OR TO BE BOUND IN ACCORDANCE WITH ANY TERM OR CONDITION SET FORTH HEREIN. ANY REPRESENTATION TO THE CONTRARY IS VOID. THIS TEMPLATE TERM SHEET IS BEING PROVIDED FOR REFERENCE PURPOSES ONLY AND IS SUBJECT TO CHANGE AT ANY TIME AT THE SOLE DISCRETION OF THE USEPA. IT MAY NOT BE RELIED UPON BY ANY PERSON OR ENTITY. ONLY A DOCUMENT AS EXECUTED BY USEPA WILL CONTAIN THE TERMS THAT BIND IT.

ACKNOWLEDGED AND AGREED:

COLUMBIA POWER AND WATER SYSTEMS,
by its authorized representative

By: _____
Name:
Title:

49620735.1

[*Signature page to Columbia Power and Water Systems and Long Term Water Supply Program – WIFIA Term Sheet*]

THIS TEMPLATE TERM SHEET IS NOT A CONTRACT OR AN OFFER TO ENTER INTO A CONTRACT. IT HAS NOT BEEN APPROVED BY THE ENVIRONMENTAL PROTECTION AGENCY ("USEPA") AND DOES NOT INDICATE A COMMITMENT BY USEPA TO PARTICIPATE IN ANY TRANSACTION OR TO BE BOUND IN ACCORDANCE WITH ANY TERM OR CONDITION SET FORTH HEREIN. ANY REPRESENTATION TO THE CONTRARY IS VOID. THIS TEMPLATE TERM SHEET IS BEING PROVIDED FOR REFERENCE PURPOSES ONLY AND IS SUBJECT TO CHANGE AT ANY TIME AT THE SOLE DISCRETION OF THE USEPA. IT MAY NOT BE RELIED UPON BY ANY PERSON OR ENTITY. ONLY A DOCUMENT AS EXECUTED BY USEPA WILL CONTAIN THE TERMS THAT BIND IT.

WIFIA CUSIP Number: [___]

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY

WIFIA LOAN AGREEMENT

For Up to $[272,487,220]

With

THE CITY OF COLUMBIA, TENNESSEE

For the

LONG TERM WATER SUPPLY PROGRAM PROJECT
(WIFIA ID – 19133TN)

Dated as of [___], 2026

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WIFIA LOAN AGREEMENT

THIS WIFIA LOAN AGREEMENT (this "**Agreement**"), dated as of the Effective Date, is by and between the Borrower (as defined herein) and the **UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**, an agency of the United States of America ("**EPA**"), acting by and through the Administrator of the Environmental Protection Agency (the "**Administrator**"), with an address at 1200 Pennsylvania Avenue NW, Washington, DC 20460 (the "**WIFIA Lender**").

RECITALS:

WHEREAS, the Congress of the United States of America enacted the Water Infrastructure Finance and Innovation Act ("**WIFIA**"), § 5021 et seq. of Public Law 113-121 (as amended, and as may be further amended from time to time, the "**Act**"), which is codified as 33 U.S.C. §§ 3901-3915;

WHEREAS, the Act authorizes the WIFIA Lender to enter into agreements to provide financial assistance with one or more eligible entities to make secured loans with appropriate security features to finance a portion of the eligible costs of projects eligible for assistance;

WHEREAS, the Borrower has requested that the WIFIA Lender make the WIFIA Loan (as defined herein) in a principal amount not to exceed the Maximum Principal Amount (as defined herein) to be used to pay a portion of the Eligible Project Costs (as defined herein) pursuant to the Application (as defined herein);

WHEREAS, pursuant to the WIFIA Term Sheet (as defined herein), the Administrator has approved WIFIA financial assistance for the Project to be provided in the form of the WIFIA Loan, subject to the terms and conditions contained herein;

WHEREAS, based on the Application and the representations, warranties and covenants set forth herein, the WIFIA Lender proposes to make funding available to the Borrower for a portion of the costs of the Project through the issuance of the WIFIA Bond (as defined herein), upon the terms and conditions set forth herein;

WHEREAS, the Borrower agrees to repay any amount due pursuant to this Agreement and the WIFIA Bond in accordance with the terms and provisions hereof and of the WIFIA Bond; and

WHEREAS, the WIFIA Lender has entered into this Agreement in reliance upon, among other things, the information and representations of the Borrower set forth in the Application and the supporting information provided by the Borrower.

NOW, THEREFORE, the premises being as stated above, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged to be adequate, and intending to be legally bound hereby, it is hereby mutually agreed by and between the Borrower and the WIFIA Lender as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

Section 1. Definitions. Capitalized terms used in this Agreement shall have the meanings set forth below in this Section 1 or as otherwise defined in this Agreement, except as otherwise expressly provided herein. Any term used in this Agreement that is defined by reference to any other agreement shall continue to have the meaning specified in such agreement, whether or not such agreement remains in effect.

"**Act**" has the meaning provided in the recitals hereto.

"**Additional Bonds Test**" has the meaning ascribed to such term in **Part D of Schedule I** (*WIFIA Loan Specific Terms*).

"**Additional Construction Contract**" means, with respect to the Project, each Construction Contract entered into after the Effective Date.

"**Additional Obligations**" means Additional Senior Obligations and Additional Subordinated Obligations.

"**Additional Senior Obligations**" means Bonds issued or incurred after the Effective Date that are permitted under Section 15(a) (*Indebtedness*) and the Resolution.

"**Additional Subordinated Obligations**" means any Subordinated Obligations permitted under Section 15(a) (*Indebtedness*) and under the Resolution, which Subordinated Obligations are issued or incurred after the Effective Date.

"**Administrator**" has the meaning provided in the preamble hereto.

"**Agreement**" has the meaning provided in the preamble hereto.

"**Application**" means the Borrower's application for WIFIA financial assistance received by the WIFIA Lender on the Application Receipt Date.

"**Application Receipt Date**" has the meaning ascribed to such term in **Part A of Schedule I** (*WIFIA Loan Specific Terms*).

"**Bankruptcy Related Event**" means, with respect to the Borrower, (a) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Borrower or any of its debts, or of a substantial part of the assets thereof, under any Insolvency Laws, or (ii) the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official for the Borrower or for a substantial part of the assets thereof and, in any case referred to in the foregoing subclauses (i) and (ii), such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered; (b) the Borrower shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official therefor or for a substantial part of the assets thereof, (ii) generally not be paying its debts as they become due unless such debts are the subject of a bona fide dispute, or become

unable to pay its debts generally as they become due, (iii) fail to make a payment of WIFIA Debt Service in accordance with the provisions of Section 8 (*Repayments*) and such failure is not cured within thirty (30) days following notification by the WIFIA Lender of failure to make such payment, (iv) make a general assignment for the benefit of creditors, (v) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition with respect to it described in clause (a) of this definition, (vi) commence a voluntary proceeding under any Insolvency Law, or file a voluntary petition seeking liquidation, reorganization, an arrangement with creditors or an order for relief, in each case under any Insolvency Law, (vii) file an answer admitting the material allegations of a petition filed against it in any proceeding referred to in the foregoing subclauses (i) through (v), inclusive, of this clause (b), or (viii) take any action for the purpose of effecting any of the foregoing, including seeking approval or legislative enactment by any Governmental Authority to authorize commencement of a voluntary proceeding under any Insolvency Law; (c) (i) any Person shall commence a process pursuant to which all or a substantial part of the Pledged Collateral may be sold or otherwise disposed of in a public or private sale or disposition pursuant to a foreclosure of the Liens thereon securing the Senior Obligations, or (ii) any Person shall commence a process pursuant to which all or a substantial part of the Pledged Collateral may be sold or otherwise disposed of pursuant to a sale or disposition of such Pledged Collateral in lieu of foreclosure; or (d) any receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official shall transfer, pursuant to directions issued by the holders of the Obligations, funds on deposit in any of the System Accounts upon the occurrence and during the continuation of an Event of Default under this Agreement or an event of default under the Resolution Documents for application to the prepayment or repayment of any principal amount of the Senior Obligations other than in accordance with the provisions of the Resolution.

"**Base Case Financial Model**" means the financial model or plan, prepared by the Borrower and delivered to the WIFIA Lender as part of the Application, forecasting the capital costs of the System (including the Project) and the estimated debt service coverage, rates, revenues, operating expenses and major maintenance requirements of the System (as may be applicable) for the Forecast Period and based upon assumptions and methodology provided by the Borrower and acceptable to the WIFIA Lender as of the Effective Date, which model or plan shall have been provided to the WIFIA Lender as a fully functional Microsoft Excel-based financial model or such other format agreed with the WIFIA Lender.

"**Bonds**" shall mean any bonds, notes, loan agreements or other obligations or evidences of indebtedness, as the case may be, authenticated and delivered under and Outstanding pursuant to the Resolution, and that are payable from and secured a pledge of and lien on the Pledged Collateral on a basis senior to the pledge of and lien on Revenues (as part of the Pledged Collateral) in favor of the Subordinated Obligations.

"**Bond Account**" shall mean the Bond Account of the Debt Service Fund established in Section 502(a) of the Resolution.[1]

[1] **Note to Borrower**: Please confirm whether there will be a single Bond Account or several Bond Accounts under the Resolution. The draft Resolution in some places contemplates a single Bond Account and in other places (e.g., Sections 503, 507(d), 508 and 803(c)) multiple Bond Accounts.

"**Bond Reserve Account**" shall mean the Bond Reserve Account of the Debt Service Fund established in Section 502(a) of the Resolution.

"**Borrower**" has the meaning ascribed to such term in **Part A of Schedule I** (*Loan Specific Terms*).

"**Borrower Fiscal Year**" means (a) as of the Effective Date, the Initial Borrower Fiscal Year or (b) such other fiscal year as the Borrower may hereafter adopt with respect to the System after giving thirty (30) days' prior written notice to the WIFIA Lender in accordance with **Part E of Schedule V** (*Reporting Requirements*).

"**Borrower's Authorized Representative**" means any Person who shall be designated as such pursuant to Section 21 (*Borrower's Authorized Representative*).

"**Business Day**" means any day other than a Saturday, a Sunday or a day on which offices of the Federal Government or the State are authorized to be closed or on which commercial banks are authorized or required by law, regulation or executive order to be closed in New York, New York or the Project Location.

"**Capitalized Interest Period**" has, if applicable, the meaning ascribed to such term in **Part C of Schedule I** (*WIFIA Loan Specific Terms*), or if designated as "Not Applicable" in **Schedule I**, means capitalized interest shall not be applicable with respect to the WIFIA Loan hereunder.

"**Closing Certificate**" has the meaning provided in Section 11(a) (*Conditions Precedent to Effectiveness*).

"**Construction Contract**" means, with respect to the Project, any prime contract entered into by the Borrower that involves any construction activity (such as demolition, site preparation, civil works construction, installation, remediation, refurbishment, rehabilitation, or removal and replacement services) for the Project. For the avoidance of doubt, "**Construction Contract**" shall include each Existing Construction Contract and, upon the effectiveness thereof, each Additional Construction Contract.

"**Construction Fund**" has the meaning set forth in Section 502(a) of the Resolution.

"**Construction Monitoring Report**" means a report on the status of the Project, substantially in the form of **Exhibit F** (*Form of Construction Monitoring Report*), unless otherwise agreed to be in a different form by the WIFIA Lender.

"**Construction Period**" means the period from the Effective Date through (and including) the end of the Federal Fiscal Year during which the Substantial Completion Date occurs.

"**Construction Period Servicing Fee**" has the meaning ascribed to such term in **Part F of Schedule I** (*WIFIA Loan Specific Terms*).

"**Construction Schedule**" means (a) the initial schedule or schedules on which the construction timetables for the Project are set forth, attached hereto as **Part B of Schedule II**

(*Project Details*), and (b) any updates thereto included in the Construction Monitoring Report most recently submitted to the WIFIA Lender in accordance with **Part C of Schedule V** (*Reporting Requirements*).

"**Consultant**" shall mean a firm of engineers, accountants or water system consultants of national reputation for advising municipalities with respect to the setting of rates and charges for the use of water systems, as selected by a Borrower's Authorized Representative.

"**CPI**" means the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100 (not seasonally adjusted) or its successor, published by the Bureau of Labor Statistics and located at https://www.bls.gov/news.release/cpi.t01.htm.

"**Debt Service Fund**" has the meaning set forth in Section 507 of the Resolution.

"**Debt Service Payment Commencement Date**" means the earlier to occur of (a) the first Payment Date immediately following the later of (i) the first Disbursement or (ii) if there is a Capitalized Interest Period, the end of the Capitalized Interest Period, in each case as set forth in the WIFIA Loan Amortization Schedule; or (b) the Payment Date falling closest to, but not later than, the fifth anniversary of the Substantial Completion Date.

"**Default**" means any event or condition that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"**Default Rate**" has the meaning ascribed to such term in **Part C of Schedule I** (*WIFIA Loan Specific Terms*).

"**Development Default**" means (a) the Borrower abandons work or fails, in the reasonable judgment of the WIFIA Lender, to diligently prosecute the work related to the Project or (b) the Borrower fails to achieve Substantial Completion of the Project by the Development Default Date, unless such failure to achieve Substantial Completion shall occur by reason of an Uncontrollable Force that is not due to the fault or gross negligence of the Borrower (and which the Borrower could not reasonably have avoided or mitigated), in which case the Development Default Date shall be extended by the number of days equal to the duration of such Uncontrollable Force.

"**Development Default Date**" has the meaning ascribed to such term in **Part B of Schedule I** (*WIFIA Loan Specific Terms*).

"**Disbursement**" means a disbursement of WIFIA Loan proceeds, subject to and in accordance with this Agreement.

"**Dollars**" and "**$**" means the lawful currency of the U.S.

"**Effective Date**" means the date of this Agreement, as specified in **Part A of Schedule I** (*WIFIA Loan Specific Terms*).

"**Eligible Project Costs**" means amounts in the Project Budget approved by the WIFIA Lender, which are paid by or for the account of the Borrower in connection with the Project

(including, as applicable, Project expenditures incurred prior to the receipt of WIFIA credit assistance), which shall arise from the following:

(a) development-phase activities, including planning, feasibility analysis (including any related analysis necessary to carry out an eligible project), revenue forecasting, environmental review, permitting, preliminary engineering and design work and other preconstruction activities;

(b) construction, reconstruction, rehabilitation, and replacement activities;

(c) the acquisition of real property or an interest in real property (including water rights, land relating to the Project and improvements to land), environmental mitigation (including acquisitions pursuant to 33 U.S.C. §3905(8)), construction contingencies, and acquisition of equipment; or

(d) capitalized interest (with respect to Obligations other than the WIFIA Loan) necessary to meet market requirements, reasonably required reserve funds, capital issuance expenses, and other carrying costs during construction;

provided, that Eligible Project Costs must be consistent with all other applicable federal law, including the Act.

"**Eligible Project Costs Documentation**" means all supporting documentation with respect to the Eligible Project Costs, including copies of invoices and records evidencing incurred or previously paid Eligible Project Costs, which documentation should contain sufficient detail satisfactory to the WIFIA Lender (e.g. if the Borrower intends to utilize WIFIA Loan proceeds to make construction progress payments for Eligible Project Costs, the documentation should demonstrate that such progress payments are commensurate with the cost of the work that has been completed).

"**EMMA**" means the Electronic Municipal Market Access system as described in 1934 Act Release No. 59062 and maintained by the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)1 of the Securities Exchange Act of 1934, as amended, and its successors.

"**EPA**" has the meaning provided in the preamble hereto.

"**Event of Default**" has the meaning provided in Section 17(a) (*Events of Default and Remedies*).

"**Event of Loss**" means any event or series of events that causes any portion of the System to be damaged, destroyed or rendered unfit for normal use for any reason whatsoever, including through a casualty, a failure of title, or any loss of such property through eminent domain.

"**Existing Construction Contract**" means each Construction Contract of the Borrower in effect as of the Effective Date as set forth in **Part C of Schedule II** (*Project Details*).

"**Existing Indebtedness**" means indebtedness of the Borrower that has been issued or incurred prior to the Effective Date, as listed and described in **Part A of Schedule III** (*Borrower Disclosures*).

"**Federal Fiscal Year**" means the fiscal year of the Federal Government, which is the twelve (12) month period that ends on September 30 of the specified calendar year and begins on October 1 of the preceding calendar year.

"**Federal Government**" means the U.S. and its departments and agencies.

"**FEIN**" means a Federal Employer Identification Number.

"**Final Disbursement Date**" means the earliest of (a) the date on which the WIFIA Loan has been disbursed in full; (b) the last anticipated date of disbursement set forth in the then-current WIFIA Loan Disbursement Schedule; (c) the date as of which the Borrower has certified to the WIFIA Lender that it will not request any further disbursements under the WIFIA Loan; (d) the date on which the WIFIA Lender terminates its obligations relating to disbursements of any undisbursed amounts of the WIFIA Loan in accordance with Section 17 (*Events of Default and Remedies*); and (e) the date that is one (1) year after the Substantial Completion Date.

"**Final Maturity Date**" has the meaning ascribed to such term in **Part C of Schedule I** (*WIFIA Loan Specific Terms*).

"**Financial Statements**" has the meaning provided in Section 12(q) (*Financial Statements*).

"**Flow of Funds**" has the meaning ascribed to such term in **Part D of Schedule I** (*WIFIA Loan Specific Terms*).

"**Forecast Period**" means, as of any date, the time period from and including the then-current Borrower Fiscal Year until the later ending date of either (a) the five (5) immediately succeeding Borrower Fiscal Years or (b) the end of the Borrower Fiscal Year in which the Borrower's then-currently effective capital improvement plan for the System concludes.

"**GAAP**" means generally accepted accounting principles for U.S. state and local governments, as established by the Government Accounting Standards Board (or any successor entity with responsibility for establishing accounting rules for governmental entities), in effect from time to time in the U.S.

"**Governmental Approvals**" means all authorizations, consents, approvals, waivers, exceptions, variances, filings, registrations, permits, orders, licenses, exemptions and declarations of or with any Governmental Authority.

"**Governmental Authority**" means any federal, state, provincial, county, city, town, village, municipal or other government or governmental department, commission, council, court, board, bureau, agency, authority or instrumentality (whether executive, legislative, judicial, administrative or regulatory), of or within the U.S. or its territories or possessions, including the State and its counties and municipalities, and their respective courts, agencies, instrumentalities

and regulatory bodies, or any entity that acts "on behalf of" any of the foregoing, whether as an agency or authority of such body.

"**Government Obligations**" means (a) direct obligations of, or obligations on which the timely payment of principal and interest are fully and unconditionally guaranteed by, the Federal Government, (b) bonds, debentures or notes issued by any of the following federal agencies: Banks for Cooperatives, Federal Intermediate Credit Banks, Federal Home Loan Banks, Export-Import Bank of the United States, Government National Mortgage Association or Federal Land Banks, (c) obligations issued or guaranteed by a Person controlled or supervised by and acting as an instrumentality of the Federal Government pursuant to authority granted by the U.S. Congress, and (d) evidences of ownership of proportionate interests in future interest or principal payments on obligations specified in clauses (a), (b) and (c) of this definition held by a bank or trust company as custodian and which underlying obligations are not available to satisfy any claim of the custodian or any Person claiming through the custodian or to whom the custodian may be obligated, in each case.

"**Indemnitee**" has the meaning provided in Section 32 (*Indemnification*).

"**Initial Borrower Fiscal Year**" has the meaning ascribed to such term in **Part A of Schedule I** (*Loan Specific Terms*).

"**Initial Construction Period Servicing Fee**" has the meaning ascribed to such term in **Part F of Schedule I** (*WIFIA Loan Specific Terms*).

"**Insolvency Laws**" means the U.S. Bankruptcy Code, 11 U.S.C. § 101 et seq., as from time to time amended and in effect, and any state bankruptcy, insolvency, receivership, conservatorship or similar law now or hereafter in effect.

"**Interest Only Period**" has, if applicable, the meaning ascribed to such term in **Part C of Schedule I** (*WIFIA Loan Specific Terms*), or if designated as "Not Applicable" in **Schedule I**, means no interest only period shall be applicable with respect to the WIFIA Loan hereunder.

"**Interest Payment Date**" has the meaning ascribed to such term in **Part C of Schedule I** (*WIFIA Loan Specific Terms*).

"**Interim Financing**" means interim bond anticipation notes, commercial paper or other short-term temporary financing, in each case with a maturity not later than five (5) years following the issuance or incurrence thereof, the proceeds of which are applied to pay Eligible Project Costs. Interim Financing includes the Existing Indebtedness.

"**Investment Grade Rating**" means a rating of 'BBB-', 'Baa3', 'bbb-', or 'BBB (low)', or higher, from a Nationally Recognized Rating Agency.

"**Investment Securities**" has the meaning set forth in the Resolution.

"**Legal Entity**" has the meaning ascribed to such term in **Part A of Schedule I** (*WIFIA Loan Specific Terms*).

"**Lien**" means any mortgage, pledge, hypothecation, assignment, mandatory deposit arrangement, encumbrance, attachment, lien (statutory or other), charge or other security interest, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever, including any sale-leaseback arrangement, any conditional sale or other title retention agreement, any financing lease having substantially the same effect as any of the foregoing, and the filing of any financing statement or similar instrument under the UCC or any other applicable law.

"**Loss Proceeds**" means any proceeds of builders' risk or casualty insurance (other than any proceeds from any policy of business interruption insurance insuring against loss of revenues upon the occurrence of certain casualties or events covered by such policy of insurance) or proceeds of eminent domain proceedings resulting from any Event of Loss.

"**Material Adverse Effect**" means a material adverse effect on (a) the System, the Project or the Revenues, (b) the business, operations, properties, condition (financial or otherwise) or prospects of the Borrower, (c) the legality, validity or enforceability of any material provision of any Resolution Document or WIFIA Loan Document, (d) the ability of the Borrower to enter into, perform or comply with any of its material obligations under any Resolution Document or WIFIA Loan Document, (e) the validity, enforceability or priority of the Liens provided under the Resolution Documents on the Pledged Collateral or (f) the WIFIA Lender's rights or remedies available under any WIFIA Loan Document.

"**Maximum Principal Amount**" has the meaning ascribed to such term in **Part C of Schedule I** (*WIFIA Loan Specific Terms*).

"**Nationally Recognized Rating Agency**" means any nationally recognized statistical rating organization registered with, and identified as such by, the Securities and Exchange Commission.

"**NEPA**" means the National Environmental Policy Act of 1969, as amended, and any successor statute of similar import, and regulations thereunder, in each case as in effect from time to time.

"**NEPA Determination**" has the meaning ascribed to such term in **Part B of Schedule I** (*WIFIA Loan Specific Terms*).

"**Net Revenues**" means, for any Borrower Fiscal Year, the Revenues for such Borrower Fiscal Year, less Operations and Maintenance Expenses for such Borrower Fiscal Year.

"**Obligations**" means debt of the Borrower that is secured by a pledge and lien on all or a portion of the Revenues, including the Bonds and Subordinated Obligations.

"**Operating Period Servicing Fee**" has the meaning ascribed to such term in **Part F of Schedule I** (*WIFIA Loan Specific Terms*).

"**Operations and Maintenance Expenses**" has the meaning in the Resolution.

"**Organizational Documents**" means: (a) the constitutional and statutory provisions that are the basis for the existence and authority of the Borrower, including any enabling statutes, ordinances or public charters and any other organic laws establishing the Borrower and (b) the resolutions, bylaws, or other organizational documents (including any amendments, modifications or supplements thereto) of or adopted by the Borrower by which the Borrower, its powers, operations or procedures or its securities, bonds, notes or other obligations are governed or from which such powers are derived.

"**Other Financing Documents**" means any agreement, instrument, or document (excluding the Resolution Documents and the WIFIA Loan Documents) entered into between the Borrower and a holder of Obligations providing for the issuance of Obligations secured by a pledge and lien on all or a portion of the Pledged Collateral.

"**Outstanding Obligations**" means (a) with respect to Obligations other than the WIFIA Loan, Obligations that have not been cancelled or legally defeased or discharged within the meaning of the Resolution, and (b) with respect to the WIFIA Loan, the (i) entire amount available to be drawn under this Agreement (including amounts drawn and amounts that remain available to be drawn), less (ii) any amount that has been irrevocably determined will not be drawn under this Agreement, less (iii) the aggregate principal amount of the WIFIA Loan Balance that has been repaid or prepaid.

"**Patriot Act**" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended, and all regulations promulgated thereunder.

"**Payment Date**" means each Interest Payment Date and each Principal Payment Date.

"**Payment Default**" has the meaning provided in Section 17(a)(i) (*Payment Default*).

"**Permitted Debt**" means:

(a) Existing Indebtedness;

(b) the WIFIA Loan;

(c) Additional Bonds that satisfy the requirements of Section 15(a) (*Indebtedness*) and the Resolution;

(d) Additional Subordinated Obligations that satisfy the requirements of Section 15(a) (*Indebtedness*) and the Resolution; and

(e) indebtedness incurred in respect of hedging transactions permitted under the Resolution and the WIFIA Loan Documents.

"**Permitted Investments**" means (with respect to the investment of the proceeds of the WIFIA Loan in the Project Account or in any subaccount within the Bond Reserve Account established and maintained pursuant to the Resolution for the benefit of the WIFIA Bond):

(a) Government Obligations;

(b) certificates of deposit where the certificates are collaterally secured by securities of the type described in clause (a) of this definition and held by a third party as escrow agent or custodian, of a market value not less than the amount of the certificates of deposit so secured, including interest, but this collateral is not required to the extent the certificates of deposit are insured by the Federal Government;

(c) repurchase agreements with creditworthy counterparties, when collateralized by securities of the type described in clause (a) of this definition and held by a third party as escrow agent or custodian, of a market value not less than the amount of the repurchase agreement so collateralized, including interest;

(d) investment agreements or guaranteed investment contracts rated, or with any financial institution whose senior long-term debt obligations are rated, or guaranteed by a financial institution whose senior long-term debt obligations are rated in one of the two (2) highest rating categories for comparable types of obligations by any Nationally Recognized Rating Agency; and

(e) money market funds that invest solely in obligations of the U.S., its agencies and instrumentalities, and having a rating by a Nationally Recognized Rating Agency equal to the then applicable rating of the U.S. by such Nationally Recognized Rating Agency.

"**Permitted Liens**" means:

(a) Liens imposed pursuant to the WIFIA Loan Documents;

(b) Liens imposed pursuant to the Resolution;

(c) Liens imposed by law, including Liens for taxes that are not yet due or are being contested in compliance with Section 14(j) (*Material Obligations*);

(d) carriers', warehousemen's, mechanics', materialmen's, repairmen's and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than thirty (30) days or are being contested in compliance with Section 14(j) (*Material Obligations*);

(e) pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance, and other social security laws or regulations;

(f) deposits to secure the performance of trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business;

(g) judgment Liens in respect of judgments that do not constitute an Event of Default under Section 17(a)(viii) (*Material Adverse Judgment*); and

(h) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that, in any case, do not secure any monetary obligations and do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of the Borrower.

"**Person**" means and includes an individual, a general or limited partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization and any Governmental Authority, including in each case such Person's successors and permitted assigns.

"**Pledged Collateral**" has the meaning ascribed to such term in **Part D of Schedule I** (*WIFIA Loan Specific Terms*).

"**Principal Payment Date**" has the meaning ascribed to such term in **Part C of Schedule I** (*WIFIA Loan Specific Terms*).

"**Project**" has the meaning ascribed to such term in **Part B of Schedule I** (*WIFIA Loan Specific Terms*).

"**Project Account**" shall mean the Series 2026 Project Account established pursuant to Section 5.2 of the WIFIA Supplemental Resolution.

"**Project Budget**" means the budget for the Project attached to this Agreement as **Part A of Schedule II** (*Project Details*) showing a summary of Total Project Costs with a breakdown of all Eligible Project Costs and the estimated sources and uses of funds for the Project.

"**Project Location**" has the meaning ascribed to such term in **Part B of Schedule I** (*Loan Specific Terms*).

"**Projected Substantial Completion Date**" has the meaning ascribed to such term in **Part B of Schedule I** (*WIFIA Loan Specific Terms*).

"**Public Benefits Report**" means the report, in the form attached hereto as **Exhibit C** (*Form of Public Benefits Report*).

"**Rate Covenant**" has the meaning ascribed to such term in **Part D of Schedule I** (*WIFIA Loan Specific Terms*).

"**Related Documents**" means the WIFIA Loan Documents, the Resolution Documents and the Other Financing Documents.

"**Requisition**" means the request for Disbursement in the form attached hereto as **Exhibit D** (*Form of Requisition*).

"**Resolution**" has the meaning ascribed to such term in **Part E of Schedule I** (*WIFIA Loan Specific Terms*).

"**Resolution Documents**" means the Resolution, each Supplemental Resolution, and each other agreement, instrument and document executed and delivered pursuant to or in connection with any of the foregoing.

"**Revenue Fund**" has the meaning ascribed to such term in **Part D of Schedule I** (*WIFIA Loan Specific Terms*).

"**Revenues**" has the meaning ascribed to such term in **Part A of Schedule I** (*WIFIA Loan Specific Terms*).

"**SAM**" means the federal System for Award Management (www.SAM.gov) (or any successor system or registry).

"**Sanctions Laws**" means collectively, any applicable anti-drug trafficking, anti-terrorism, anti-money laundering, anti-bribery, or anti-corruption laws or regulations, as applicable, including those contained in the Bank Secrecy Act of 1970 (as amended) and the U.S. Patriot Act.

"**Senior Obligations**" means (a) the Existing Indebtedness and (b) Additional Senior Obligations.

"**Servicer**" means such entity or entities as the WIFIA Lender shall designate from time to time to perform, or assist the WIFIA Lender in performing, certain duties hereunder.

"**Servicing Fee**" means the Servicing Set-Up Fee and any Construction Period Servicing Fee or Operating Period Servicing Fee.

"**Servicing Set-Up Fee**" has the meaning ascribed to such term in **Part F of Schedule I** (*WIFIA Loan Specific Terms*).

"**State**" has the meaning ascribed to such term in **Part A of Schedule I** (*WIFIA Loan Specific Terms*).

"**Substantial Completion**" means, with respect to the Project, the stage at which the Project is able to perform the functions for which the Project is designed.

"**Substantial Completion Date**" means the date on which the Borrower certifies to the WIFIA Lender, with evidence satisfactory to the WIFIA Lender and notice to the WIFIA Lender in accordance with **Part E of Schedule V** (*Reporting Requirements*), that Substantial Completion has occurred.

"**Subordinated Obligations**" shall mean any bonds, notes, loan agreements or other evidences of indebtedness issued from time to time and payable from and, if applicable, secured by a pledge of and lien on Revenues on a basis subordinate to the pledge of and lien on Revenues (as part of the Pledged Collateral) in favor of the Bonds.

"**Supplemental Resolution**" means any resolution supplemental to or amendatory of the Resolution adopted by the Borrower in accordance with Article X thereof."

"**Surplus Fund**" has the meaning set forth in Section 502(a) of the Resolution.

"**System**" has the meaning ascribed to such term in **Part A of Schedule I** (*WIFIA Loan Specific Terms*).

"**System Accounts**" has the meaning ascribed to such term in **Part D of Schedule I** (*WIFIA Loan Specific Terms*).

"**Tax Credit Payment Account**" shall mean a Tax Credit Payment Account established as a subaccount of the Bond Account pursuant to Section 502(a) and 507(c) of the Resolution.

"**Total Project Costs**" means (a) the costs paid or incurred or to be paid or incurred by the Borrower in connection with or incidental to the acquisition, design, construction and equipping of the Project, including legal, administrative, engineering, planning, design, insurance and financing (including costs of issuance); (b) amounts, if any, required by the Resolution Documents or the WIFIA Loan Documents to be paid into any fund or account upon the incurrence of the WIFIA Loan or any other Obligations, in each case in respect of the Project; (c) payments when due (whether at the maturity of principal, the due date of interest, or upon optional or mandatory prepayment) in respect of any indebtedness of the Borrower (other than the WIFIA Loan), in each case in connection with the acquisition, design, construction and equipping of the Project; and (d) costs of equipment and supplies and initial working capital and reserves required by the Borrower for the commencement of operation of the Project, including general administrative expenses and overhead of the Borrower.

"**Trustee**" has, if applicable, the meaning ascribed to such term in **Part A of Schedule I** (*WIFIA Loan Specific Terms*), or if designated as "Not Applicable" in **Schedule I**, means a trustee shall not be applicable with respect to the WIFIA Loan hereunder.

"**Trustee Location**" has, if applicable, the meaning ascribed to such term in **Part A of Schedule I** (*WIFIA Loan Specific Terms*), or if designated as "Not Applicable" in **Schedule I**, means a trustee location shall not be applicable with respect to the WIFIA Loan hereunder.

"**UEI Number**" means, with respect to any Person, a number issued by the Federal Government (through SAM.gov) as the unique entity identifier for such Person.

"**Uncontrollable Force**" means any cause beyond the control of the Borrower, including: (a) a hurricane, tornado, flood or similar occurrence, landslide, earthquake, fire or other casualty, strike or labor disturbance, freight embargo, act of a public enemy, explosion, war, blockade, terrorist act, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, sabotage, pandemic, or act of God (provided, that the Borrower shall not be required to settle any strike or labor disturbance in which it may be involved) or (b) the order or judgment of any federal, state or local court, administrative agency or governmental officer or body, if it is not also the result of willful or negligent action or a lack of reasonable diligence of the Borrower and the Borrower does not control the administrative agency or governmental officer or body; provided, that the diligent contest in good faith of any such order or judgment shall not constitute or be construed as a willful or negligent action or a lack of reasonable diligence of the Borrower.

"**Uniform Commercial Code**" or "**UCC**" means the Uniform Commercial Code, as in effect from time to time in the State.

"**Updated Financial Model/Plan**" means (a) an updated Base Case Financial Model or (b) a financial plan in a format agreed with the WIFIA Lender, in each case reflecting the then-current and projected conditions for the Forecast Period, in accordance with **Part A of Schedule V** (*Reporting Requirements*).

"**U.S.**" means the United States of America.

"**WIFIA**" has the meaning provided in the recitals hereto.

"**WIFIA Bond**" has, if applicable, the meaning ascribed to such term in **Part D of Schedule I** (*WIFIA Loan Specific Terms*), or if designated as "Not Applicable" in **Schedule I**, means a bond as evidence of the Borrower's Obligation shall not be applicable with respect to the WIFIA Loan hereunder.

"**WIFIA CUSIP Number**" has the meaning ascribed to such term in **Part A of Schedule I** (*WIFIA Loan Specific Terms*).

"**WIFIA Debt Service**" means with respect to any Payment Date occurring on or after the Debt Service Payment Commencement Date, the principal portion of the WIFIA Loan Balance and any interest payable thereon (including interest accruing after the date of any filing by the Borrower of any petition in bankruptcy or the commencement of any bankruptcy, insolvency or similar proceeding with respect to the Borrower), in each case, (a) as set forth on the WIFIA Loan Amortization Schedule and (b) due and payable on such Payment Date in accordance with the provisions of Section 8(a) (*Payment of WIFIA Debt Service*).

"**WIFIA Debt Service Reserve Account**" has, if applicable, the meaning ascribed to such term in **Part D of Schedule I** (*WIFIA Loan Specific Terms*), or if designated as "Not Applicable" in **Schedule I**, means a separate debt service reserve account designated for the WIFIA Lender shall not be applicable with respect to the WIFIA Loan hereunder.

"**WIFIA Debt Service Reserve Requirement**" has, if applicable, the meaning ascribed to such term in **Part D of Schedule I** (*WIFIA Loan Specific Terms*), or if designated as "Not Applicable" in **Schedule I**, means a separate debt service reserve requirement shall not be applicable with respect to the WIFIA Loan hereunder.

"**WIFIA Interest Rate**" has the meaning ascribed to such term in **Part C of Schedule I** (*WIFIA Loan Specific Term*).

"**WIFIA Lender**" has the meaning provided in the preamble hereto.

"**WIFIA Lender's Authorized Representative**" means the Administrator and any other Person who shall be designated as such pursuant to Section 22 (*WIFIA Lender's Authorized Representative*).

"**WIFIA Loan**" means the secured loan made by the WIFIA Lender to the Borrower on the terms and conditions set forth herein, pursuant to the Act, in a principal amount not to exceed the Maximum Principal Amount, to be used in respect of Eligible Project Costs.

"**WIFIA Loan Amortization Schedule**" means the loan amortization schedule reflected in **Schedule VI** (*WIFIA Loan Amortization Schedule*), as amended from time to time in accordance with Section 8(c) (*Adjustments to WIFIA Loan Amortization Schedule*).

"**WIFIA Loan Balance**" means (a) the aggregate principal amount of the WIFIA Loan disbursed by the WIFIA Lender to the Borrower hereunder, *plus* (b) if applicable, capitalized interest added to the principal balance of the WIFIA Loan pursuant to Section 8(a)(iii) (*Payments of WIFIA Debt Service*), *minus* (c) the aggregate principal amount of the WIFIA Loan repaid or prepaid by the Borrower, as reflected from time to time in the WIFIA Loan Amortization Schedule in accordance with Section 8(c) (*Adjustments to WIFIA Loan Amortization Schedule*).

"**WIFIA Loan Disbursement Schedule**" means the disbursement schedule set forth in **Schedule VI** (*WIFIA Loan Amortization Schedule*), reflecting the anticipated disbursement of proceeds of the WIFIA Loan, as such schedule may be amended from time to time pursuant to Section 4(b) (*Disbursement Conditions*).

"**WIFIA Loan Documents**" means this Agreement, the WIFIA Bond and the other Resolution Documents.

"**WIFIA Supplemental Resolution**" has the meaning ascribed to such term in Part E of Schedule I (*WIFIA Loan Specific Terms*).

"**WIFIA Term Sheet**" has the meaning ascribed to such term in **Part E of Schedule I** (*WIFIA Loan Specific Terms*).

Section 2. Interpretation. The rules of interpretation set forth below in this Section 2 shall apply to this Agreement, except as otherwise expressly provided herein.

(a) Unless the context shall otherwise require, the words "hereto," "herein," "hereof" and other words of similar import refer to this Agreement as a whole.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders and vice versa.

(c) Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise require.

(d) The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

(e) Whenever the Borrower's knowledge is implicated in this Agreement or the phrase "to the Borrower's knowledge" or a similar phrase is used in this Agreement, the Borrower's knowledge or such phrase(s) shall be interpreted to mean to the best of the Borrower's knowledge after reasonable and diligent inquiry.

(f) Unless the context shall otherwise require, references to preambles, recitals, sections, subsections, clauses, schedules, exhibits, appendices and provisions are to the applicable preambles, recitals, sections, subsections, clauses, schedules, exhibits, appendices and provisions of this Agreement.

(g) The recitals, schedules and exhibits to this Agreement, and the appendices and schedules to such exhibits, are hereby incorporated by reference and made an integral part of this Agreement.

(h) The headings or titles of this Agreement and its sections, schedules or exhibits, as well as any table of contents, are for convenience of reference only and shall not define or limit its provisions.

(i) Unless the context shall otherwise require, all references to any resolution, contract, agreement, lease or other document shall be deemed to include any amendments or supplements to, or modifications or restatements or replacements of, such documents that are approved from time to time in accordance with the terms thereof and hereof.

(j) Every request, order, demand, application, appointment, notice, statement, certificate, consent or similar communication or action hereunder by any party shall, unless otherwise specifically provided, be delivered in writing in accordance with Section 31 (*Notices*) and signed by a duly authorized representative of such party.

(k) References to "disbursements of WIFIA Loan proceeds" or similar phrasing shall be construed as meaning the same thing as "paying the purchase price of the WIFIA Bond."

(l) Whenever this Agreement requires a change in principal amount, interest rate or amortization schedule of the WIFIA Loan, it is intended that such change be reflected in the WIFIA Bond. Whenever there is a prepayment of the WIFIA Loan, it is intended that such prepayment be implemented through a prepayment of the WIFIA Bond.

(m) Whenever this Agreement sets forth a time period for a number of days by when a deliverable must be provided or an action must be taken, such time period shall be computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months.

ARTICLE II
THE WIFIA LOAN

Section 3. WIFIA Loan Amount. The principal amount of the WIFIA Loan shall not exceed the Maximum Principal Amount.

Section 4. Disbursement Conditions.

(a) WIFIA Loan proceeds shall be disbursed solely in respect of Eligible Project Costs paid or incurred and approved for payment by or on behalf of the Borrower in connection with the Project, including, for the avoidance of doubt, Eligible Project Costs that were initially funded with Interim Financing proceeds. Each Disbursement of the WIFIA Loan shall be

made pursuant to the procedures of **Schedule IV** (*Requisition Procedures*) and subject to the requirements of this Section 4 and the conditions set forth in Section 11(b) (*Conditions Precedent to Disbursements*); provided, that no Disbursements shall be made after the Final Disbursement Date.

(b) Subject to this Section 4, any scheduled Disbursement (as reflected in the WIFIA Loan Disbursement Schedule) that remains undrawn as of its scheduled date shall automatically be available for the next scheduled Disbursement date, up to the Final Disbursement Date, with the effect of automatically updating the WIFIA Loan Disbursement Schedule (and the WIFIA Loan Amortization Schedule) without need for the WIFIA Lender's approval. The Borrower may also amend the WIFIA Loan Disbursement Schedule by submitting a revised version thereof to the WIFIA Lender no later than thirty (30) days prior to the proposed effective date of such amendment, together with a detailed explanation of the reasons for such revisions. Such revised WIFIA Loan Disbursement Schedule shall become effective upon the WIFIA Lender's approval thereof, which approval shall be deemed granted if the WIFIA Lender has not objected within thirty (30) days from receipt of the revised schedule, and which approval shall have the effect of updating the WIFIA Loan Amortization Schedule to reflect the updated WIFIA Loan Disbursement Schedule. Notwithstanding the foregoing, the date of the first Disbursement shall not be earlier than the initial date of Disbursement set out in the WIFIA Loan Amortization Schedule as of the Effective Date.

Section 5. Term. The term of the WIFIA Loan shall extend from the Effective Date to the Final Maturity Date or to such earlier date as all amounts due or to become due to the WIFIA Lender hereunder have been irrevocably paid in full in immediately available funds.

Section 6. Interest Rate. The Borrower shall pay interest on the WIFIA Loan Balance at the WIFIA Interest Rate; provided, that, upon the occurrence of an Event of Default, the Borrower shall pay interest on the WIFIA Loan Balance at the Default Rate, (a) in the case of any Payment Default, from (and including) its due date to (but excluding) the date of actual payment of the overdue amount of principal of the WIFIA Loan and accrued interest thereon and (b) in the case of any other Event of Default, from (and including) the date of such occurrence to (but excluding) the earlier of the date on which (i) such Event of Default has been cured (if applicable) in accordance with the terms of this Agreement or waived by the WIFIA Lender and (ii) the WIFIA Loan Balance has been irrevocably paid in full in immediately available funds. Interest shall (x) accrue on the WIFIA Loan commencing on the date of the first disbursement of the WIFIA Loan, (y) be payable commencing on the Debt Service Payment Commencement Date and (z) be computed on the WIFIA Loan Balance on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months.

Section 7. Security and Priority; Flow of Funds.

(a) As security for the WIFIA Loan, and concurrently with the issuance and delivery of this Agreement, the Borrower has pledged, assigned and granted to the WIFIA Lender for its benefit, Liens on the Pledged Collateral to the extent and in the manner and priority set forth in the WIFIA Loan Documents. The Lien on the Pledged Collateral to secure the WIFIA Loan for the benefit of the WIFIA Lender is and shall be (i) on a parity in right of payment and right of security to the Lien on the Pledged Collateral in favor of the Senior Obligations and (ii) senior in

right of payment and right of security to the Lien on the Pledged Collateral in favor of the Subordinated Obligations. As evidence of the Borrower's obligation to repay the WIFIA Loan, the Borrower shall issue and deliver to the WIFIA Lender, as the registered owner, on or prior to the Effective Date, the WIFIA Bond. The WIFIA Bond shall be a Bond under the Resolution, entitled to all of the benefits of a Bond under the Resolution Documents.

(b) Amounts deposited in the Revenue Fund shall be applied in the order of priority described in, and in accordance with, the Flow of Funds.

Section 8. Repayments.

(a) Payment of WIFIA Debt Service.

(i) No WIFIA Debt Service shall be due or payable prior to the Debt Service Payment Commencement Date. The Borrower shall pay (A) WIFIA Debt Service in the amounts and manner and on the Payment Dates as set forth in the WIFIA Loan Amortization Schedule, as the same may be revised pursuant to Section 8(c) (*Adjustments to WIFIA Loan Amortization Schedule*) and (B) payments of any other amounts on each other date on which payment thereof is required to be made hereunder; provided, that, in either case if any such date is not a Business Day, payment shall be made on the next Business Day following such date. WIFIA Loan proceeds borrowed and repaid may not be reborrowed.

(ii) Notwithstanding anything herein to the contrary, the WIFIA Loan Balance and any accrued interest thereon shall be due and payable in full on the Final Maturity Date.

(iii) If a Capitalized Interest Period is applicable as set forth in **Part C of Schedule I** (*WIFIA Loan Specific Terms*), during the Capitalized Interest Period, no payment of principal or interest on the WIFIA Loan will be required to be made. On each Interest Payment Date occurring during the Capitalized Interest Period (including the day immediately following the end of the Capitalized Interest Period), interest accrued and not paid on the WIFIA Loan during each such six (6) month period shall be capitalized and added to the WIFIA Loan Balance, as set forth in the WIFIA Loan Amortization Schedule. Within thirty (30) days after the end of the Capitalized Interest Period, the WIFIA Lender shall give written notice to the Borrower stating the WIFIA Loan Balance as of the close of business on the last day of the Capitalized Interest Period, which statement thereof shall be deemed conclusive absent manifest error; provided, however, that no failure to give or delay in giving such notice shall affect any of the obligations of the Borrower hereunder or under any of the other WIFIA Loan Documents. Notwithstanding the foregoing, the Capitalized Interest Period shall end immediately upon written notification to the Borrower by the WIFIA Lender that an Event of Default has occurred and that the WIFIA Lender is ending the Capitalized Interest Period, in which case interest shall no longer be capitalized, payments of interest shall be due and payable beginning on the next Interest Payment Date

and payments of principal shall be due and payable beginning on the next Principal Payment Date, in each case in accordance with the terms hereof.

(iv) If an Interest Only Period is applicable as set forth in **Part C of Schedule I** (*WIFIA Loan Specific Terms*), during the Interest Only Period, the WIFIA Debt Service payable by the Borrower shall consist of one hundred percent (100%) of the amount of interest then due and payable on the WIFIA Loan Balance, and no payment of principal on the WIFIA Loan will be due and payable during the Interest Only Period.

(v) Any defeasance of the WIFIA Loan in accordance with Section 1201 (*Defeasance*) of the Resolution and applicable law shall not be deemed a repayment or prepayment of the WIFIA Loan in full, and the Borrower shall comply with all of its obligations hereunder and under the other WIFIA Loan Documents (other than with respect to payments of WIFIA Debt Service, which payments shall continue to be made in accordance with the WIFIA Loan Amortization Schedule by the succeeding entity assuming the Borrower's payment obligations), unless otherwise agreed by the WIFIA Lender, until the irrevocable payment in full in immediately available funds of the WIFIA Loan Balance, together with all accrued interest, fees and expenses with respect thereto.

(b) Manner of Payment. Payments under this Agreement (and the WIFIA Bond, which payments shall not be duplicative) shall be made in Dollars and in immediately available funds (without counterclaim, offset or deduction) in accordance with the payment instructions provided by the WIFIA Lender prior to the relevant payment, as may be modified in writing from time to time by the WIFIA Lender; provided, that the failure to provide updated payment instructions shall not affect in any manner the Borrower's obligations hereunder or under any other WIFIA Loan Document.

(c) Adjustments to WIFIA Loan Amortization Schedule.

(i) The WIFIA Lender may, from time to time, modify the WIFIA Loan Amortization Schedule included in **Schedule VI** (*WIFIA Loan Amortization Schedule*) to reflect (A) any change to the WIFIA Loan Balance, (B) any change to the date and amount of any principal or interest due and payable or to become due and payable by the Borrower hereunder in accordance with this Agreement, (C) any mathematical corrections as the WIFIA Lender may determine are necessary, and (D) with the consent of the Borrower (not to be unreasonably withheld), such other information as the WIFIA Lender may determine is necessary for administering the WIFIA Loan and this Agreement. Any calculations described above shall be rounded up to the nearest whole cent. Any adjustments or revisions to the WIFIA Loan Amortization Schedule as a result of a decrease in the WIFIA Loan Balance shall be applied to reduce future payments due on the WIFIA Loan in inverse order of maturity, other than prepayments which shall be applied in accordance with Section 9(b) (*General Prepayment Instructions*). If the WIFIA Loan Amortization Schedule is modified pursuant to this Section 8(c), the WIFIA Lender shall provide the Borrower with a copy of such revised WIFIA Loan Amortization Schedule, but no failure to provide or delay in providing the Borrower with such copy shall affect any of the obligations of the Borrower under this Agreement or the other WIFIA Loan Documents. The WIFIA Lender may also, from time to time or when so requested by the

Borrower, advise the Borrower by written notice of the amount of the WIFIA Loan Balance as of the date of such notice. Absent manifest error, the WIFIA Lender's determination of the WIFIA Loan Balance and all matters as set forth on the WIFIA Loan Amortization Schedule shall be deemed conclusive evidence thereof absent manifest error; provided, that neither the failure to make any such determination, modification, or recordation nor any error in such determination, modification, or recordation shall affect in any manner the Borrower's obligations hereunder or under any other WIFIA Loan Document.

(ii) The Borrower shall have the right to propose modifications to the WIFIA Loan Amortization Schedule with respect to the WIFIA Loan exercisable once on or prior to the date that is forty-five (45) days preceding the Debt Service Payment Commencement Date, such modifications to be submitted by the Borrower to the WIFIA Lender in an updated **Schedule VI** (*WIFIA Loan Amortization Schedule*) with adjustments to the column titled "Principal Payment as a % of Aggregate Amount of All Disbursements"; provided, that (x) the form of and any modification to the WIFIA Loan Amortization Schedule shall be subject to approval by the WIFIA Lender in its sole discretion, (y) the weighted average life of the WIFIA Loan shall not exceed forty two (42) years measured as of the initial disbursement date of the WIFIA Loan and (z) the WIFIA Loan Amortization Schedule shall comply with all applicable requirements under this Agreement and law and be approved by bond counsel to the Borrower.

Section 9. Prepayment.

(a) Optional Prepayments. The Borrower may prepay the WIFIA Loan, without penalty or premium, (i) in full on any date or (ii) in part on any Payment Date (and, if in part, the amounts thereof to be prepaid shall be determined by the Borrower; provided, that such prepayment shall be in principal amounts of $1,000,000 or any integral multiple of $1.00 in excess thereof), in each case from time to time but not more than once annually in accordance with 33 U.S.C. § 3908(c)(4)(A). The Borrower may make such prepayment by paying to the WIFIA Lender such principal amount of the WIFIA Loan to be prepaid, together with the unpaid interest accrued on the amount of principal so prepaid to the date of such prepayment and all fees and expenses then due and payable to the WIFIA Lender. Each prepayment of the WIFIA Loan pursuant to this Section 9(a) shall be made on such date and in such principal amount as shall be specified by the Borrower in a written notice, signed by the Borrower's Authorized Representative and delivered to the WIFIA Lender not less than thirty (30) days prior to the requested date of prepayment, unless otherwise agreed by the WIFIA Lender. At any time between delivery of such written notice and the applicable optional prepayment, the Borrower may, without penalty or premium, rescind its announced optional prepayment by further written notice to the WIFIA Lender. Anything in this Section 9(a) to the contrary notwithstanding, the failure by the Borrower to make any optional prepayment shall not constitute a breach or default under this Agreement.

(b) General Prepayment Instructions. Upon the WIFIA Lender's receipt of confirmation that payment in full in immediately available funds of the entire WIFIA Loan Balance and any unpaid interest, fees and expenses with respect thereto has occurred as a result of a prepayment, the WIFIA Lender shall surrender the WIFIA Bond to the Borrower or its authorized representative, by mail in accordance with Section 31 (*Notices*) or as otherwise agreed between the parties hereto. If the Borrower prepays only part of the unpaid balance of principal of the

WIFIA Loan, the WIFIA Lender may make a notation on the WIFIA Loan Amortization Schedule indicating the amount of principal of and interest on the WIFIA Loan then being prepaid. Absent manifest error, the WIFIA Lender's determination of such matters as set forth on an updated WIFIA Loan Amortization Schedule shall be conclusive evidence thereof; provided, that neither the failure to make any such recordation nor any error in such recordation shall affect in any manner the Borrower's obligations hereunder or under any other WIFIA Loan Document. All partial prepayments of principal shall be applied to reduce the WIFIA Loan Balance such that the remaining scheduled principal payments for the WIFIA Loan set out in the WIFIA Loan Amortization Schedule are reduced substantially pro rata. If such funds have not been so paid on the prepayment date, such principal amount of the WIFIA Loan shall continue to bear interest until payment thereof at the rate provided for in Section 6 (*Interest Rate*).

Section 10. Fees and Expenses.

(a) Fees. The Borrower shall pay to the WIFIA Lender:

(i) the Servicing Set-Up Fee, which shall be due and payable within thirty (30) days after receipt by the Borrower of an invoice from the WIFIA Lender with respect thereto (or, if earlier, the date of the first Disbursement of the WIFIA Loan);

(ii) the Construction Period Servicing Fee, which shall accrue on the first Business Day of the then-current Federal Fiscal Year and shall be due and payable on or prior to each November 15 during the period beginning from the Effective Date through (and including) the end of the Federal Fiscal Year during which the Substantial Completion Date occurs; provided, that the Initial Construction Period Servicing Fee shall be due and payable within thirty (30) days after receipt by the Borrower of an invoice from the WIFIA Lender with respect thereto (or, if earlier, the date of the first Disbursement of the WIFIA Loan); and

(iii) the Operating Period Servicing Fee, which shall accrue on the first Business Day of the then-current Federal Fiscal Year and shall be due and payable on or prior to each November 15, beginning with the first November 15 following the end of the Federal Fiscal Year during which the Substantial Completion Date occurs, until (and including) the Final Maturity Date; provided, that the Operating Period Servicing Fee due and payable with respect to the Federal Fiscal Year during which the Final Maturity Date occurs shall be equal to the *pro-rata* monthly portion of the then applicable Operating Period Servicing Fee multiplied by the number of partial or whole months remaining between October 1 and the Final Maturity Date.

(b) The amount of each Construction Period Servicing Fee (other than the initial Construction Period Servicing Fee) and each Operating Period Servicing Fee shall be adjusted in proportion to the percentage change in CPI for the calendar year immediately preceding the calendar year during which such fee is due. The WIFIA Lender shall notify the Borrower of the amount of each such fee at least thirty (30) days before payment is due, which determination shall be conclusive absent manifest error.

(c) Expenses. The Borrower agrees, whether or not the transactions hereby contemplated shall be consummated, to reimburse the WIFIA Lender on demand from time to time, within thirty (30) days after receipt by the Borrower of any invoice from the WIFIA Lender, for any and all fees, costs, charges, and expenses incurred by it (including the fees, costs, and expenses of its legal counsel, financial advisors, auditors and other consultants and advisors) in connection with the negotiation, preparation, execution, delivery, and performance of this Agreement and the other WIFIA Loan Documents and the transactions hereby and thereby contemplated, including attorneys', and engineers' fees and professional costs, including all such fees, costs, and expenses incurred as a result of or in connection with: (i) the enforcement of or attempt to enforce, or the monitoring, protection or preservation of any right or claim under, the Liens on the Pledged Collateral or any provision of this Agreement or any of the other WIFIA Loan Documents or the rights of the WIFIA Lender thereunder; (ii) any amendment, modification, re-execution, waiver, or consent with respect to this Agreement or any other WIFIA Loan Document; and (iii) any work-out, restructuring, or similar arrangement of the obligations of the Borrower under this Agreement or the other WIFIA Loan Documents, including during the pendency of any Event of Default.

(d) The obligations of the Borrower under this Section 10 shall survive the payment or prepayment in full or transfer of the WIFIA Bond, the enforcement of any provision of this Agreement or the other WIFIA Loan Documents, any such amendments, waivers or consents, any Event of Default, and any such workout, restructuring, or similar arrangement.

ARTICLE III
CONDITIONS PRECEDENT

Section 11. Conditions Precedent.

(a) Conditions Precedent to Effectiveness. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not become effective until each of the following conditions precedent has been satisfied or waived in writing by the WIFIA Lender in its sole discretion:

(i) The Borrower shall have duly executed and delivered to the WIFIA Lender this Agreement, the WIFIA Bond, and the WIFIA Supplemental Resolution, each in form and substance satisfactory to the WIFIA Lender.

(ii) The Borrower shall have delivered to the WIFIA Lender complete and fully executed copies of (A) the Resolution, together with any amendments, supplements, waivers or modifications thereto and (B) any Related Document with respect to which all or a portion of the proceeds are or will be applied to fund all or any portion of Total Project Costs, in each case that has been entered into on or prior to the Effective Date, along with a certification in the Closing Certificate that each such document is complete, fully executed and in full force and effect, and that all conditions contained in the Related Documents that are necessary to the closing of the WIFIA transaction contemplated hereby (if any) have been fulfilled.

(iii) The Borrower shall have delivered to the WIFIA Lender fully executed copies of each Existing Construction Contract, together with any amendments, waivers or modifications thereto.

(iv) Counsel to the Borrower shall have rendered to the WIFIA Lender legal opinions satisfactory to the WIFIA Lender in its sole discretion (including those opinions set forth on **Exhibit H-1** (*Opinions Required from Counsel to Borrower*) and bond counsel to the Borrower shall have rendered to the WIFIA Lender legal opinions satisfactory to the WIFIA Lender in its sole discretion (including those opinions set forth on **Exhibit H-2** (*Opinions Required from Bond Counsel*)).

(v) The Borrower shall have delivered to the WIFIA Lender a certificate, signed by the Borrower's Authorized Representative, substantially in the form attached hereto as **Exhibit B** (*Form of Closing Certificate*) (the "**Closing Certificate**"), designating the Borrower's Authorized Representative, confirming such person's position and incumbency, and certifying as to the satisfaction of the certain conditions precedent (and, if requested by the WIFIA Lender, has provided evidence satisfactory to the WIFIA Lender of such satisfaction), including the following:

(A) as of the Effective Date, (1) the maximum principal amount of the WIFIA Loan (excluding any interest that is capitalized in accordance with the terms hereof), together with the amount of any other credit assistance provided under the Act to the Borrower, does not exceed forty-nine percent (49%) of reasonably anticipated Eligible Project Costs; (2) the aggregate amount of Eligible Project Costs previously incurred prior to the Effective Date does not exceed fifty-one percent (51%) of Eligible Project Costs; and (3) the total federal assistance provided to the Project, including the maximum principal amount of the WIFIA Loan (excluding any interest that is capitalized in accordance with the terms hereof), does not exceed eighty percent (80%) of Total Project Costs;

(B) the Borrower is in compliance with NEPA and any applicable federal, state or local environmental review and approval requirements with respect to the Project;

(C) the Borrower has (1) obtained a FEIN (as evidenced by the delivery of a copy of the Borrower's W-9), (2) obtained a UEI Number, and (3) registered with, and obtained confirmation of active SAM registration status;

(D) the Borrower has obtained the WIFIA CUSIP Number;

(E) the representations and warranties of the Borrower set forth in this Agreement and in each other WIFIA Loan Document to which the Borrower is a party are true and correct on and as of the date hereof, except to the extent that such representations and warranties expressly relate to an

earlier date, in which case such representations and warranties were true and correct as of such earlier date; and

(F) no Material Adverse Effect, or any event or condition that could reasonably be expected to have a Material Adverse Effect, has occurred or arisen since the date of the Application.

(vi) The Borrower shall have provided evidence to the WIFIA Lender's satisfaction, prior to the Effective Date, of the assignment by at least one (1) Nationally Recognized Rating Agency of a public Investment Grade Rating on the WIFIA Loan, along with a certification in the Closing Certificate that no such rating has been reduced, withdrawn or suspended as of the Effective Date.

(vii) The Borrower shall have delivered to the WIFIA Lender the Public Benefits Report.

(viii) The Borrower shall have paid in full all invoices delivered by the WIFIA Lender to the Borrower as of the Effective Date for any applicable Servicing Fees and the fees and expenses of the WIFIA Lender's counsel and financial advisors and any auditors or other consultants retained by the WIFIA Lender for the purposes hereof.

(b) Conditions Precedent to Disbursements. Notwithstanding anything in this Agreement to the contrary, the WIFIA Lender shall have no obligation to make any Disbursement of the WIFIA Loan to the Borrower (including the initial Disbursement hereunder) until each of the following conditions precedent has been satisfied or waived in writing by the WIFIA Lender in its sole discretion:

(i) The Borrower shall have delivered to the WIFIA Lender a Requisition that complies with the provisions of Section 4 (*Disbursement Conditions*), **Schedule IV** (*Requisition Procedures*) and **Exhibit D** (*Form of Requisition*), including satisfactory Eligible Project Costs Documentation relating to such Requisition. The Borrower's Authorized Representative shall also certify in such Requisition that:

(A) at the time of, and immediately after giving effect to, any Disbursement of WIFIA Loan proceeds then currently requested, (1) no Default or Event of Default and no event of default under any other Related Document has occurred and is continuing and (2) no event that, with the giving of notice or the passage of time or both, would constitute an event of default under any other Related Document, has occurred and is continuing;

(B) no Material Adverse Effect, or any event or condition that could reasonably be expected to result in a Material Adverse Effect, has occurred since the Effective Date;

(C) the aggregate amount of all Disbursements (including the requested Disbursement amount but excluding any interest that is capitalized in accordance with the terms hereof) does not exceed (1) the

maximum principal amount of the WIFIA Loan or (2) the amount of Eligible Project Costs paid or incurred by the Borrower;

(D) the Eligible Project Costs for which reimbursement or payment is being requested has not been reimbursed or paid by any previous disbursement of (1) WIFIA Loan proceeds or (2) any other source of funding for the Project as identified in the Project Budget;

(E) (1) the Borrower, and each of its contractors and subcontractors at all tiers with respect to the Project, has complied with all applicable laws, rules, regulations and requirements, including 40 U.S.C. §§3141-3144, 3146, and 3147 (relating to Davis-Bacon Act requirements) (and regulations relating thereto) and 33 U.S.C. §3914 (relating to American iron and steel products); and (2) supporting documentation, such as certified payroll records and certifications for all iron and steel products used for the Project, are being maintained and are available for review upon request by the WIFIA Lender;

(F) the representations and warranties of the Borrower set forth in this Agreement and in each other WIFIA Loan Document are true and correct as of each date on which any disbursement of the WIFIA Loan is made, except to the extent such representations and warranties expressly relate to an earlier date (in which case, such representations and warranties are true and correct as of such earlier date); and

(G) the Borrower represents that it has delivered all required deliverables under and in compliance with the requirements of **Schedule V** (*Reporting Requirements*), except as has been otherwise agreed by the WIFIA Lender; and

(H) the amount being requested for Disbursement is with respect to Eligible Project Costs for which all or a portion of the Eligible Project Costs Documentation was previously submitted to and approved by the WIFIA Lender in accordance with **Schedule IV** (*Requisition Procedures*) and **Schedule V** (*Reporting Requirements*) of the WIFIA Loan Agreement, and/or the Borrower has set out in the Requisition (or attached separately to the Requisition) a summary of any Eligible Project Costs that have not otherwise been previously submitted to the WIFIA Lender for approval, together with supporting Eligible Project Costs Documentation.

(ii) If applicable, to the extent necessary to make the representations and warranties in Section 12(f) (*Litigation*) and 12(j)(iii) (*Compliance with Laws*) true, correct and complete as of the date of the applicable Disbursement, the Borrower shall have delivered an updated **Schedule III** (*Borrower Disclosures*).

(iii) The Borrower shall have paid in full (A) any outstanding Servicing Fees due and payable under Section 10 (*Fees and Expenses*) and (B) all invoices delivered

by the WIFIA Lender to the Borrower, for the fees and expenses of the WIFIA Lender's counsel and financial advisors and any auditors or other consultants retained by the WIFIA Lender for the purposes hereof.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

Section 12. Representations and Warranties of Borrower. The Borrower hereby represents and warrants that, as of the Effective Date and, as to each of the representations and warranties below other than those contained in Section 12(b) (*Officers' Authorization*) and the first sentence of Section 12(m) (*Construction Contracts*), as of each date on which any Disbursement of the WIFIA Loan is requested or made:

(a) Organization; Power and Authority. The Borrower is a Legal Entity duly organized and validly existing under its Organizational Documents and the laws of the State, has full legal right, power and authority to do business in the State and to enter into the WIFIA Loan Documents then in existence, to execute and deliver this Agreement and the WIFIA Bond, and to carry out and consummate all transactions contemplated hereby and thereby and has duly authorized the execution, delivery and performance of this Agreement, the WIFIA Bond, and the other WIFIA Loan Documents. Other than such Organizational Documents and the Resolution Documents, there are no additional instruments or documents necessary for the Borrower to execute and deliver, or to perform its obligations under, the WIFIA Loan Documents to which it is a party and to consummate and implement the transactions contemplated by the WIFIA Loan Documents.

(b) Officers' Authorization. As of the Effective Date, the officers of the Borrower executing (or that previously executed) the WIFIA Loan Documents, and any certifications or instruments related thereto, to which the Borrower is a party are (or were at the time of such execution) duly and properly in office and fully authorized to execute the same.

(c) Due Execution; Enforceability. Each of the WIFIA Loan Documents in effect as of any date on which this representation and warranty is made, and to which the Borrower is a party, has been duly authorized, executed and delivered by the Borrower and constitutes the legal, valid and binding agreement of the Borrower enforceable against the Borrower in accordance with its terms, except as such enforceability (i) may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and (ii) is subject to general principles of equity (regardless of whether enforceability is considered in equity or at law).

(d) Non-Contravention. The execution and delivery of the WIFIA Loan Documents to which the Borrower is a party, the consummation of the transactions contemplated by the WIFIA Loan Documents, and the fulfillment of or compliance with the terms and conditions of all of the WIFIA Loan Documents, do not and will not (i) conflict with the Borrower's Organizational Documents, (ii) conflict in any material respect with, or constitute a violation, breach or default (whether immediately or after notice or the passage of time or both) by the Borrower of or under, any applicable law, administrative rule or regulation, any applicable court

or administrative decree or order, or any Resolution, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the Borrower is a party or by which it or its properties or assets are otherwise subject or bound, or (iii) result in the creation or imposition of any Lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower, other than Permitted Liens.

(e) Consents and Approvals. All Governmental Approvals required as of the Effective Date and required as of any subsequent date on which this representation is made (or deemed made) for the undertaking, construction and completion by the Borrower of the Project and the operation and maintenance of the System, and to execute and deliver and perform its obligations under the WIFIA Loan Documents and the Construction Contracts, have been obtained or effected and are in full force and effect. The Borrower is not in default with respect to any Governmental Approval, which default could reasonably be expected to result in a Material Adverse Effect. No consent or approval of any trustee, holder of any indebtedness of the Borrower or any other Person is necessary in connection with the execution, delivery, and performance by the Borrower of the WIFIA Loan Documents and the consummation of any transaction contemplated thereunder, except as have been obtained or made and as are in full force and effect.

(f) Litigation. Except as set forth in **Part B of Schedule III** (*Borrower Disclosures*), there is no action, suit, proceeding or, to the knowledge of the Borrower, any inquiry or investigation, in any case before or by any court or other Governmental Authority pending or, to the knowledge of the Borrower, threatened against or affecting the System, the Project or the ability of the Borrower to execute, deliver and perform its obligations under the WIFIA Loan Documents or that in any case could reasonably be expected to result in a Material Adverse Effect.

(g) Security Interests. (i) The Resolution Documents and the Organizational Documents together establish, and (ii) the Borrower has taken all necessary action to pledge, assign, and grant, in each case for the benefit of the WIFIA Lender, legal, valid, binding and enforceable Liens on the Pledged Collateral purported to be created, pledged, assigned, and granted pursuant to and in accordance with the Resolution Documents, irrespective of whether any Person has notice of the pledge and without the need for any physical delivery, recordation, filing, or further act, and if applicable, the security interests created in the Pledged Collateral have been duly perfected under applicable State law. Such Liens are in full force and effect and are not subordinate or junior to any other Liens in respect of the Pledged Collateral except for the Liens arising by operation of law, and not pari passu with any Liens other than the Liens on the Pledged Collateral in favor of the Bonds. The Borrower is not in breach of any covenant set forth in Section 14(b) (*Securing Liens*) or in the Resolution Documents with respect to the matters described in Section 14(b) (*Securing Liens*). As of the Effective Date and as of each other date this representation and warranty is made, (A) all documents and instruments have been recorded or filed for record in such manner and in such places as are required and all other action as is necessary or desirable has been taken to establish a legal, valid, binding, and enforceable and, if applicable, perfected, Lien on the Pledged Collateral in favor of all of the Bonds (including the WIFIA Bond) to the extent contemplated by the Resolution Documents, and (B) all taxes and filing fees that are due and payable in connection with the execution, delivery or recordation of any Resolution Documents or any instruments, certificates or financing statements in connection with the foregoing, have been paid. Neither the attachment, validity, enforceability, priority or, if

applicable, perfection, of the security interest in the Pledged Collateral granted pursuant to the Resolution Documents is governed by Article 9 of the UCC.

(h) No Debarment. The Borrower has fully complied with its verification obligations under 2 C.F.R. § 180.320 and confirms, based on such verification, that, to its knowledge, neither the Borrower nor any of its principals (as defined in 2 C.F.R. § 180.995 and supplemented by 2 C.F.R § 1532.995) (i) is debarred, suspended or voluntarily excluded from participation in Government contracts, procurement or non-procurement matters, (ii) is presently indicted for or otherwise criminally or civilly charged by a Governmental Authority with commission of any of the offenses listed in 2 C.F.R. § 180 or 2 C.F.R. § 1532; and (iii) have, within the three (3) year period preceding the Effective Date, (x) been convicted for or had a civil judgment rendered against the Borrower for any of the offenses within such period or (y) had any public transactions (federal, state or local) terminated for cause or default.

(i) No Lobbying. Pursuant to 31 U.S.C. §1352, to the best of the Borrower's knowledge and belief, (A) no Federal appropriated funds have been paid or will be paid, by or on behalf of the Borrower, to any Person for influencing or attempting to influence an officer or employee of an agency, a member (or employee of a member), officer, or employee of the U.S. Congress, in connection with the making of the WIFIA Loan, execution (including amendments or modifications) of the WIFIA Loan Documents, or any other federal action under 31 U.S.C. §1352(a)(2); and (B) if any funds other than Federal appropriated funds have been paid or will be paid to any Person for influencing or attempting to influence an officer or employee of any agency, a member (or employee of a member), officer, or employee of the U.S. Congress in connection with the WIFIA Loan, the Borrower has completed and submitted to the WIFIA Lender Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(j) Compliance with Laws.

(i) The Borrower, and to the best of its knowledge, each of its contractors and subcontractors at all tiers with respect to the Project, has complied with all applicable laws, rules, regulations and requirements, including 40 U.S.C. §§3141-3144, 3146, and 3147 (relating to Davis-Bacon Act requirements) (and regulations relating thereto), 33 U.S.C. §3914 (relating to American iron and steel products), 20 C.F.R. §180.320 and 20 C.F.R. §1532 (relating to non-debarment), 31 U.S.C. §1352 and 49 C.F.R. §20.100 (relating to non-lobbying), and any applicable Sanctions Laws.

(ii) To ensure such compliance, the Borrower has included in all contracts with respect to the Project (A) the contract clauses relating to applicable federal requirements (such as Davis-Bacon) and (B) requirements that its contractors (1) shall comply with all applicable laws, rules, regulations, and requirements set forth in this Section 12(j) and follow applicable federal guidance and (2) incorporate in all subcontracts (and cause all subcontractors to include in lower tier subcontracts) such terms and conditions as are required to be incorporated therein by any applicable laws, rules, regulations and requirements set forth in this Section 12(j).

(iii) Except as set forth in **Part C of Schedule III** (*Borrower Disclosures*), the Borrower is in compliance with all laws applicable to the System (including the Project) relating to environmental, health or safety matters.

(k) Credit Ratings. The WIFIA Loan has received a public Investment Grade Rating from at least one (1) Nationally Recognized Rating Agency, written evidence of such rating has been provided to the WIFIA Lender prior to the Effective Date, and such rating has not been reduced, withdrawn or suspended as of the Effective Date.

(l) No Defaults. No Default or Event of Default, and no default or event of default by the Borrower under any other Related Document, has occurred and is continuing.

(m) Construction Contracts. **Part C of Schedule II** (*Project Details*) sets forth a list of the Existing Construction Contracts as of the Effective Date. With respect to each Construction Contract executed as of any date on which this representation and warranty is made, such Construction Contract is in full force and effect.

(n) Information. The information furnished by, or on behalf of, the Borrower to the WIFIA Lender, when taken as a whole, is true and correct in all material respects (other than for projections and other forward-looking statements contained in the Base Case Financial Model and any Updated Financial Model/Plan which have been made in good faith and based on reasonable assumptions) and does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading as of the date made or furnished.

(o) Insurance. The Borrower is in compliance with all insurance obligations required under each Construction Contract and the WIFIA Loan Documents (including Section 14(f) (*Insurance*) hereof) as of the date on which this representation and warranty is made. To the extent the Borrower self-insures, the Borrower's self-insurance program is actuarially sound.

(p) No Prohibited Liens. Except for Permitted Liens, the Borrower has not created, and is not under any obligation to create, and has not entered into any transaction or agreement that would result in the imposition of, any Lien on the Pledged Collateral, the System, the Project, the Revenues, or the Borrower's respective rights in any of the foregoing.

(q) Financial Statements. Each income statement, balance sheet and statement of operations and cash flows (collectively, "**Financial Statements**") delivered to the WIFIA Lender pursuant to **Part B of Schedule V** (*Reporting Requirements*) has been prepared in accordance with GAAP and presents fairly, in all material respects, the financial condition (including any liabilities or obligations that are required to be disclosed in accordance with GAAP) of the Borrower as of the respective dates of the balance sheets included therein and the results of operations of the Borrower for the respective periods covered by the statements of income included therein.

(r) Securities Laws. Under existing law, the WIFIA Bond may be issued and sold without registration under the Securities Act of 1933, as amended, and any State blue sky laws, and the Resolution is exempt from qualification pursuant to the Trust Resolution Act of 1939, as amended.

(s) No Delinquent Taxes or Federal Debt. The Borrower has paid all applicable taxes and other material taxes and assessments payable by it that have become due (other than those taxes or assessments that it is contesting in good faith and by appropriate proceedings, for which adequate reserves have been established to the extent required by GAAP). The Borrower has no delinquent federal debt (including tax liabilities but excluding any delinquencies that have been resolved with the appropriate federal agency in accordance with the standards of the Debt Collection Improvement Act of 1996).

(t) Sufficient Funds. The amount of the WIFIA Loan, when combined with all other funds committed for the development and construction of the Project as set forth under the various sources of funds in the Project Budget, will be sufficient to carry out the Project, pay all Total Project Costs anticipated for the development and construction of the Project and achieve Substantial Completion by the Projected Substantial Completion Date. The total federal assistance provided to the Project, including the maximum principal amount of the WIFIA Loan (excluding any interest that is capitalized in accordance with the terms hereof), does not exceed eighty percent (80%) of Total Project Costs. The Updated Financial Model/Plan most recently delivered to the WIFIA Lender pursuant to **Part A of Schedule V** (*Reporting Requirements*) demonstrates that the projected Revenues are sufficient to meet the WIFIA Loan Amortization Schedule. The Borrower has developed, and identified adequate revenues to implement, a plan for operating, maintaining, and repairing the Project over the useful life of the Project.

(u) Sovereign Immunity. The Borrower either has no immunity from the jurisdiction of any court of competent jurisdiction or from any legal process therein which could be asserted in any action to enforce the obligations of the Borrower under any of the WIFIA Loan Documents to which it is a party or the transactions contemplated hereby or thereby, including the obligations of the Borrower hereunder and thereunder, or, to the extent that the Borrower has such immunity, the Borrower has waived such immunity pursuant to Section 14(m) (*Immunity*).

(v) Accuracy of Representations and Warranties. The representations, warranties and certifications of the Borrower set forth in this Agreement and the other WIFIA Loan Documents are true, correct, and complete, except to the extent such representations and warranties expressly relate to an earlier date (in which case, such representations and warranties shall be true, correct, and complete as of such earlier date).

Section 13. Representations and Warranties of WIFIA Lender. The WIFIA Lender represents and warrants that:

(a) Power and Authority. The WIFIA Lender has all requisite power and authority to make the WIFIA Loan and to perform all transactions contemplated by the WIFIA Loan Documents to which it is a party.

(b) Due Execution; Enforceability. The WIFIA Loan Documents to which it is a party have been duly authorized, executed and delivered by the WIFIA Lender, and are legally valid and binding agreements of the WIFIA Lender, enforceable in accordance with their terms.

(c) Officers' Authorization. The officers of the WIFIA Lender executing each of the WIFIA Loan Documents to which the WIFIA Lender is a party are duly and properly in office and fully authorized to execute the same on behalf of the WIFIA Lender.

ARTICLE V
COVENANTS

Section 14. Affirmative Covenants. The Borrower covenants and agrees as follows until the date the WIFIA Bond and all of the obligations of the Borrower under this Agreement (other than contingent indemnity obligations) are irrevocably paid in full in immediately available funds and the WIFIA Lender no longer has any commitment to make Disbursements to the Borrower, unless the WIFIA Lender waives compliance in writing:

(a) Rate Covenant. The Borrower shall comply with all requirements and conditions specified in the Rate Covenant. If the Borrower fails to prescribe, fix, maintain, and collect rates, fees, and other charges, or to revise such rates, fees, and other charges, in accordance with the provisions of Section 710 of the Resolution in any Fiscal Year, but the Borrower in the next Fiscal Year has promptly taken all available measures to revise such rates, fees and other charges as advised by a Consultant retained by the Borrower to review the operations of the System, there shall be no Event of Default as described in Section 801 of the Resolution until the end of such next Fiscal Year and only then if Net Revenues are less than the amount required by Section 710 of the Resolution. The Borrower shall retain a Consultant to review the operations of the System in accordance with Section 710 of the Resolution promptly following the initial determination of the Borrower's failure to prescribe, fix, maintain, and collect rates, fees, and other charges, or to revise such rates, fees, and other charges, in accordance with the provisions of Section 710 of the Resolution.

(b) Securing Liens. The Borrower shall at any and all times, to the extent permitted by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable in connection with assuring, conveying, granting, assigning, securing and confirming the Liens on the Pledged Collateral (whether now existing or hereafter arising) granted to the WIFIA Lender for its benefit pursuant to the WIFIA Loan Documents, or intended so to be granted pursuant to the WIFIA Loan Documents, or which the Borrower may become bound to grant. The Borrower shall at all times maintain the Pledged Collateral free and clear of any Lien that has priority over, or equal rank with, the Liens created by the Resolution Documents, other than Permitted Liens, and all organizational, regulatory or other necessary action on the part of the Borrower to that end shall be duly and validly taken at all times. The Borrower shall at all times, to the extent permitted by law, defend, preserve and protect the Liens on the Pledged Collateral granted pursuant to the WIFIA Loan Documents and for the benefit of the WIFIA Lender under the WIFIA Loan Documents against all claims and demands of all Persons whomsoever, subject to Permitted Liens.

(c) Use of Proceeds. The Borrower shall use the proceeds of the WIFIA Loan solely for purposes permitted by applicable law, this Agreement and the other WIFIA Loan Documents.

(d) Prosecution of Work; Verification Requirements.

(i) The Borrower shall diligently prosecute the work relating to the Project and complete the Project in accordance with the Construction Schedule (and on or prior to the Development Default Date), the Governmental Approvals in connection with the Project, and prudent utility and industry practice.

(ii) The Borrower shall comply with Subpart C of 2 C.F.R. Part 180, as supplemented by Subpart C of 2 C.F.R. Part 1532 (relating to debarment), including the verification requirements set forth in 2 C.F.R. §§ 180.300 and 180.320, and shall include in its contracts with respect to the Project similar terms or requirements for compliance.

(e) Operations and Maintenance. The Borrower shall operate and maintain the System (including the Project) substantially in accordance with the Updated Financial Model/Plan most recently delivered by the Borrower to the WIFIA Lender pursuant to **Part A of Schedule V** (*Reporting Requirements*) and its operations and maintenance plan (that incorporates the Project). The Borrower shall operate and maintain the System (including the Project) in accordance with Section 709 of the Resolution.

(f) Insurance.

(i) The Borrower shall at all times procure and maintain or cause to be maintained insurance on the System and the construction of the Project, with responsible insurers, or as part of a reasonable system of self-insurance that is actuarially sound and adequately funded, in such amounts and against such risks (including damage to or destruction of the System) as are customarily maintained with respect to works and properties of like character against accident to, loss of, or damage to such works or properties, including insurance against public liability, property damage, workers' compensation, and builders' risk, casualty and liability, as appropriate, and otherwise in accordance with the Resolution Documents and Construction Contracts. The insurance policies shall be available at all reasonable times for inspection upon request by the WIFIA Lender, its agents and representatives.

(ii) The Borrower shall cause all liability insurance policies that it maintains (excluding property damage, automobile or workers' compensation insurance), to reflect the WIFIA Lender as an additional insured to the extent of its insurable interest.

(g) Maintain Legal Structure. The Borrower shall maintain its existence as a Legal Entity organized and existing under its Organizational Documents and the laws of the State.

(h) System Accounts; Permitted Investments.

(i) The Borrower shall maintain the Revenue Fund in accordance with the terms hereof and the Resolution Documents. All Revenues received shall be deposited into the Revenue Fund in accordance with Section 504 of the Resolution and, subject to the application of Revenues to Operation and Maintenance Expenses in accordance with Section 505, of the Resolution, shall be applied in accordance with Section 506 of the

Resolution. The Borrower shall not apply any portion of the Revenues in contravention of this Agreement or the Resolution Documents.

(ii) If a WIFIA Debt Service Reserve Requirement is applicable as set forth in **Part D of Schedule I** (*WIFIA Loan Specific Terms*), the Borrower shall maintain the WIFIA Debt Service Reserve Account in an amount equal to the WIFIA Debt Service Reserve Requirement in accordance with the provisions of the applicable Resolution Documents, including Section 508 of the Resolution. If the WIFIA Debt Service Reserve Account is funded with proceeds of the WIFIA Loan, amounts in the WIFIA Debt Service Reserve Account shall be applied only to make payments with respect to the WIFIA Bond.

(iii) Amounts on deposit in the System Accounts shall be held uninvested or invested in Permitted Investments. Permitted Investments must mature or be redeemable at the election of the holder at such times as may be necessary to ensure that funds will be available within the applicable account to be applied towards the purpose for which the applicable account has been established.

(i) Compliance with Laws.

(i) The Borrower shall, and shall require its contractors and subcontractors at all tiers with respect to the Project to, comply with all applicable laws, rules, regulations and requirements, including 40 U.S.C. §§3141-3144, 3146, and 3147 (relating to Davis-Bacon Act requirements) (and regulations relating thereto), 33 U.S.C. §3914 (relating to American iron and steel products), 20 C.F.R. § 180.320 and 20 C.F.R. §1532 (relating to non-debarment), 31 U.S.C. §1352 (relating to non-lobbying), and any applicable Sanctions Laws.

(ii) To ensure such compliance, the Borrower shall include in all contracts with respect to the Project (A) the contract clauses relating to applicable federal requirements (such as Davis-Bacon) and (B) requirements that its contractors (1) shall comply with all applicable laws, rules, regulations, and requirements set forth in this Section 14(i) and follow applicable federal guidance and (2) incorporate in all subcontracts (and cause all subcontractors to include in lower tier subcontracts) such terms and conditions as are required to be incorporated therein by any applicable laws, rules, regulations and requirements set forth in this Section 14(i).

(j) Material Obligations. The Borrower shall pay its material obligations payable from the Revenues promptly and in accordance with their terms and pay and discharge promptly all taxes, assessments and governmental charges or levies imposed upon it or upon the Pledged Collateral or other assets of the System, before the same shall become delinquent or in default, as well as all lawful and material claims for labor, materials and supplies or other claims which, if unpaid, might give rise to a Lien upon the System or any part thereof or on the Revenues or the Pledged Collateral; provided, however, that such payment and discharge shall not be required with respect to any such tax, assessment, charge, levy, claim or Lien so long as the validity or amount thereof shall be contested by the Borrower in good faith by appropriate proceedings and so long as the Borrower shall have set aside adequate reserves with respect thereto in accordance with and to the extent required by GAAP, applied on a consistent basis.

(k) SAM Registration and DUNS Number. The Borrower shall obtain and maintain, on or prior to the Effective Date through (i) the Final Disbursement Date, an active SAM registration status and (ii) the Final Maturity Date, a UEI Number.

(l) Events of Loss; Loss Proceeds. If an Event of Loss shall occur with respect to the System (including the Project) or any part thereof, the Borrower shall (i) diligently pursue all of its rights to compensation against all relevant insurers, reinsurers and Governmental Authorities, as applicable, in respect of such Event of Loss and (ii) apply all Loss Proceeds (after excluding any proceeds of delay-in-start-up insurance and proceeds covering liability of the Borrower to third parties) in respect of such Event of Loss to repair, reconstruct, and/or replace the portion of the System in respect of which the applicable Loss Proceeds were received. The Borrower shall begin such repair, reconstruction or replacement promptly after such damage or destruction shall occur, and shall continue and properly complete such repair, reconstruction or replacement as expeditiously as possible, and shall pay out of such Loss Proceeds (after excluding any proceeds of delay-in-start-up insurance and proceeds covering liability of the Borrower to third parties) all costs and expenses in connection with such repair, reconstruction or replacement so that the same shall be completed and the System shall be free and clear of all claims and Liens.

(m) Immunity. To the fullest extent permitted by applicable law, the Borrower agrees that it will not assert any immunity (and hereby waives any such immunity) it may have as a governmental entity from lawsuits, other actions and claims, and any judgments with respect to the enforcement of any of the obligations of the Borrower under this Agreement or any other WIFIA Loan Document.

(n) Accounting and Audit Procedures.

(i) The Borrower shall establish fiscal controls and accounting procedures sufficient to assure proper accounting for all (A) Revenues, operating expenses, capital expenses, depreciation, reserves, debt issued and outstanding and debt payments and (B) Project-related costs, Requisitions submitted, WIFIA Loan proceeds received, payments made by the Borrower with respect to the Project, and other sources of funding for the Project (including amounts paid from such sources for Project costs so that audits may be performed to ensure compliance with and enforcement of this Agreement). The Borrower shall use accounting, audit and fiscal procedures conforming to GAAP, including, with respect to the WIFIA Loan, accounting of principal and interest payments, disbursements, prepayments and calculation of interest and principal amounts Outstanding.

(ii) The Borrower shall have a single or program-specific audit conducted in accordance with 2 C.F.R. Part 200 Subpart F and 31 U.S.C. § 7502 from (and including) the first Borrower Fiscal Year in which a Disbursement is made under this Agreement and annually thereafter to the extent required by applicable law, except in all cases to the extent biennial audits are permitted for the Borrower pursuant to 2 C.F.R. § 200.504 and 31 U.S.C. § 7502(b). Upon reasonable notice, the Borrower shall cooperate fully in the conduct of any periodic or compliance audits conducted by the WIFIA Lender, or designees thereof, pursuant to 40 C.F.R. Part 35, 31 U.S.C. § 7503(b), or 31 U.S.C. § 6503(h) and shall provide full access to any books, documents, papers or other records

that are pertinent to the Project or the WIFIA Loan, to the WIFIA Lender, or the designee thereof, for any such project or programmatic audit.

(o) Access; Records.

(i) So long as the WIFIA Loan or any portion thereof shall remain outstanding and until five (5) years after the WIFIA Loan shall have been paid in full, the WIFIA Lender shall have the right, upon reasonable prior notice, to visit, monitor and/or inspect any portion of the Project and its operations, to examine books of account and records of the Borrower relating to the Project, to make copies and extracts therefrom at the Borrower's expense, and to discuss the Borrower's affairs, finances and accounts relating to the Project with, and to be advised as to the same by, its officers and employees and its independent public accountants (and by this provision the Borrower irrevocably authorizes its independent public accountants to discuss with the WIFIA Lender the affairs, finances and accounts of the Borrower, whether or not any representative of the Borrower is present, it being understood that nothing contained in this Section 14(o) is intended to confer any right to exclude any such representative from such discussions), all at such reasonable times and intervals as the WIFIA Lender may request. The Borrower agrees to pay all out-of-pocket expenses incurred by the WIFIA Lender in connection with the WIFIA Lender's exercise of its rights under this Section 14(o) at any time when an Event of Default shall have occurred and be continuing.

(ii) The Borrower shall maintain and retain all pertinent files relating to the Project and the WIFIA Loan, as may be necessary for the WIFIA Lender to facilitate an effective and accurate audit and performance evaluation of the Project, until five (5) years after the later of the date on which (A) all rights and duties under this Agreement and under the WIFIA Bond (including payments) have been fulfilled and any required audits have been performed and (B) any litigation relating to the Project, the WIFIA Loan or this Agreement is finally resolved or, if the WIFIA Lender has reasonable cause to extend such date, a date to be mutually agreed upon by the WIFIA Lender and the Borrower. The Borrower shall provide to the WIFIA Lender in a timely manner all records and documentation relating to the Project that the WIFIA Lender may reasonably request from time to time.

Section 15. Negative Covenants. The Borrower covenants and agrees as follows until the date the WIFIA Bond and all of the Obligations of the Borrower under this Agreement (other than contingent indemnity obligations) are irrevocably paid in full in immediately available funds and the WIFIA Lender no longer has any commitment to make Disbursements to the Borrower, unless the WIFIA Lender waives compliance in writing:

(a) Indebtedness.

(i) Program Requirements. The Borrower may not create, incur or suffer to exist any Obligations (1) the payments with respect to which are senior or prior in right of payment by the Borrower of the WIFIA Loan or (2) secured by a Lien on the Pledged Collateral that is senior to the Lien on the Pledged Collateral in favor of the WIFIA Lender or (3) all or a portion of the proceeds of which are or will be applied at any time to

fund all or any portion of Total Project Costs, that are secured by a Lien on any assets or property of the Borrower other than the Pledged Collateral. The Borrower shall not incur any indebtedness of any kind payable from, secured or supported by the Pledged Collateral, including Permitted Debt, without the prior written consent of the WIFIA Lender, while an Event of Default relating to a Payment Default or a Bankruptcy Related Event has occurred and is continuing.

(ii) Issuance of Additional Obligations. The Borrower shall not issue or incur any Additional Obligations except in accordance with all requirements and conditions set forth in the Additional Bonds Test.

(iii) Issuance of Subordinated Obligations. The Borrower shall not issue or incur any Subordinated Obligations except for Subordinated Obligations which (A) are secured by a pledge of Revenues which are fully subordinated in all respects to the pledge of the Pledged Collateral in favor of the Bonds, (B) have a right of payment and is payable in the Flow of Funds on a basis subordinate to the priority of payment of the Bonds, and (C) except to the extent agreed to by the WIFIA Lender in writing and in its discretion in connection with the establishment by the Borrower of a commercial credit program that otherwise qualifies as Subordinated Obligations, do not have a right to accelerate without the consent of the WIFIA Lender.

(b) No Lien Extinguishment or Adverse Amendments. The Borrower shall not, and shall not permit any Person to, without the prior written consent of the WIFIA Lender, (i) extinguish the Rate Covenant; (ii) extinguish or impair the Liens on the Pledged Collateral or any dedicated source of repayment of the WIFIA Loan or any other Obligations (the proceeds of which are applied to fund Total Project Costs), in each case granted pursuant to the Resolution, (iii) amend, modify, replace or supplement any Related Document or permit a waiver of any provision thereof in a manner that could adversely affect the WIFIA Lender or could reasonably be expected to result in a Material Adverse Effect, or (iv) terminate, assign or replace any Related Document in a manner that could adversely affect the WIFIA Lender or could reasonably be expected to have a Material Adverse Effect.

(c) No Prohibited Liens. Except for Permitted Liens, the Borrower shall not create, incur, assume or permit to exist any Lien on the Project, the Pledged Collateral, the Revenues, or the Borrower's respective rights in any of the foregoing and the Pledged Collateral will be free and clear of any Lien that is of equal rank with or senior to the pledge of the Borrower created under the Resolution Documents for the benefit of the WIFIA Lender.

(d) Restricted Payments and Transfers. The Borrower shall not permit Revenues or other assets of the System, or any funds in any accounts held under the Bond Resolution or in any other fund or account held by or on behalf of the Borrower, to be paid or transferred or otherwise applied for purposes other than ownership, operation or maintenance of the System; provided that so long as no Payment Default or failure of compliance with the Rate Covenant has occurred and is continuing, the Borrower may use Revenues or other assets of the System, or any funds in any accounts held under the Resolution or in any other fund or account held by or on behalf of the Borrower with Revenues on deposit therein for the purpose of making payments in lieu of taxes pursuant to Tennessee Code Annotated Section 7-34-115.

(e) No Prohibited Sale, Lease or Assignment. The Borrower shall not sell, lease or assign its rights in and to the System or a substantial portion of the assets included in the System, unless such sale, lease or assignment (i) could not reasonably be expected to have a Material Adverse Effect and (ii) is made by the Borrower in the ordinary course of business or is otherwise permitted in accordance with Section 707(b) of the Resolution.

(f) Mergers and Acquisitions. The Borrower shall not, and shall not agree to, reorganize, consolidate with or merge into another Person unless (i) such reorganization, merger or consolidation is with or into another entity established by State law and such reorganization, merger or consolidation is permitted by State law, and in each case, does not adversely affect or impair to any extent or in any manner (A) the Revenues or other elements of the Pledged Collateral or (B) the availability of the Revenues for the payment and security of the obligations of the Borrower under this Agreement; and (ii) the Borrower provides to the WIFIA Lender notice of such reorganization, consolidation or merger in accordance with **Part E of Schedule V** (*Reporting Requirements*) and such other information concerning such reorganization, consolidation or merger as shall have been reasonably requested by the WIFIA Lender.

(g) Hedging. Other than interest rate hedging transactions permitted under the Resolution, the Borrower shall not enter into any swap or hedging transaction, including any such transaction that is speculative or creates extraordinary leverage or risk, without the prior written consent of the WIFIA Lender.

(h) No Prohibited Payments. The Borrower shall not pay any portion of WIFIA Debt Service nor any other amount to the WIFIA Lender or to the Federal Government pursuant to the WIFIA Loan Documents with funds received directly or indirectly from the Federal Government; provided, however, that the Borrower may prepay the WIFIA Loan in whole or in part with the proceeds of a validly issued federal credit instrument pursuant to, and in accordance with Section 9 (*Prepayment*).

Section 16. Reporting Requirements. The Borrower agrees to comply with each of the reporting requirements set out in **Schedule V** (*Reporting Requirements*), unless otherwise agreed or waived by the WIFIA Lender in writing.

ARTICLE VI
EVENTS OF DEFAULT AND REMEDIES

Section 17. Events of Default and Remedies.

(a) An "**Event of Default**" shall exist under this Agreement if any of the following occurs; provided, that the occurrence of an event set forth in sub-clauses (v) through (and including) (ix) below shall not constitute an Event of Default under this Agreement until the WIFIA Lender has provided a notice of such Event of Default to the Borrower; provided, further, that nothing in this paragraph is intended to limit any obligation of the Borrower hereunder, including any obligation to cure any event or condition contemplated under this Section 17(a):

(i) Payment Default. The Borrower shall fail to pay when due any part of the principal amount of or interest on the WIFIA Loan (including WIFIA Debt Service

required to have been paid pursuant to the provisions of Section 8 (*Repayment*)), and such failure continues for a period of five (5) days, when and as the payment thereof shall be required under this Agreement or the WIFIA Bond or on the Final Maturity Date (each such failure, a "**Payment Default**").

(ii) Occurrence of a Bankruptcy Related Event. A Bankruptcy Related Event shall occur with respect to the Borrower.

(iii) Acceleration of Obligations. Any acceleration shall occur of the maturity of any Obligation, or any such Obligation shall not be paid in full upon the final maturity thereof.

(iv) Invalidity of WIFIA Loan Documents. (A) Any WIFIA Loan Document ceases to be in full force and effect (other than as a result of the termination thereof in accordance with its terms) or becomes void, voidable, illegal or unenforceable, or the Borrower contests in any manner the validity or enforceability of any WIFIA Loan Document to which it is a party or denies it has any further liability under any WIFIA Loan Document to which it is a party, or purports to revoke, terminate or rescind any WIFIA Loan Document to which it is a party; (B) any Resolution Document ceases (other than as expressly permitted thereunder) to be effective or to grant a valid and binding security interest on any material portion of the Pledged Collateral other than as a result of actions or a failure to act by, and within the control of, the WIFIA Lender, or any other holder of Obligations secured by the Pledged Collateral, and with the priority purported to be created thereby; or (C) any event occurs that results in the impairment in the validity, enforceability, perfection or priority of the WIFIA Lender's security interest in the Pledged Collateral.

(v) Covenant Default. The Borrower shall fail to observe or perform any covenant, agreement or obligation of the Borrower under this Agreement, the WIFIA Bond or any other WIFIA Loan Document (other than in the case of any Payment Default or any Development Default), and such failure shall not be cured within thirty (30) days after the earlier to occur of (A) receipt by the Borrower from the WIFIA Lender of written notice thereof or (B) the Borrower's knowledge of such failure; provided, that if such failure is capable of cure but cannot reasonably be cured within such thirty (30) day cure period, then such thirty (30) day cure period shall be extended by up to one hundred fifty (150) additional days, if and so long as (x) within such thirty (30) day cure period the Borrower shall commence actions reasonably designed to cure such failure and shall diligently pursue such actions until such failure is cured and (y) such failure is cured within one hundred eighty (180) days of the date specified in either (A) or (B) above, as applicable; provided, however, that with respect to a failure to comply with the Rate Covenant, the cure period shall be the longer of (x) one hundred eighty (180) days as described above or (y) the relevant cure period provided in the Resolution (if applicable).

(vi) Misrepresentation Default. Any of the representations, warranties or certifications of the Borrower made in or delivered pursuant to the WIFIA Loan Documents (or in any certificates delivered by the Borrower in connection with the WIFIA Loan Documents) shall prove to have been false or misleading in any material respect when

made or deemed made; provided, that no Event of Default shall be deemed to have occurred under this Section 17(a)(vi) if and so long as (A) such misrepresentation is not intentional, (B) such misrepresentation is not a misrepresentation in respect of Section 12(g) (*Security Interests*), Section 12(h) (*No Debarment*), Section 12(i) (*No Lobbying*), or Section 12(j) (*Compliance with Laws*), (C) in the reasonable determination of the WIFIA Lender, such misrepresentation has not had, and would not reasonably be expected to result in, a Material Adverse Effect, (D) in the reasonable determination of the WIFIA Lender, the underlying issue giving rise to the misrepresentation is capable of being cured and (E) the underlying issue giving rise to the misrepresentation is cured by the Borrower within thirty (30) days after the date on which the Borrower first became aware (or reasonably should have become aware) of such misrepresentation.

(vii) Enforcement of Other Financing Documents. The holder(s) of Obligations under a Related Document exercises remedies permitted thereunder for an event of default that has occurred and is continuing (and has not been cured or waived by the expiration of any applicable grace period), in respect of the performance of any covenant, agreement or obligation of the Borrower under such Related Document.

(viii) Material Adverse Judgment. Any final, non-appealable judgment related to the Pledged Collateral that results in the impairment of (A) the Borrower's ability to comply with any of its payment obligations under the WIFIA Bond or this Agreement or (B) the existence, priority or perfection (if applicable) of the WIFIA Lender's security interest in the Pledged Collateral.

(ix) Development Default. A Development Default shall occur.

(b) Upon the occurrence of any Bankruptcy Related Event, all obligations of the WIFIA Lender hereunder with respect to the Disbursement of any undisbursed amounts of the WIFIA Loan shall automatically be deemed terminated.

(c) Upon the occurrence of any Event of Default, the WIFIA Lender, by written notice to the Borrower, may exercise any or all of the following remedies:

(i) the WIFIA Lender may suspend or terminate all of its obligations hereunder with respect to the Disbursement of any undisbursed amounts of the WIFIA Loan;

(ii) the WIFIA Lender may cease permitting interest on the WIFIA Loan to be capitalized (if applicable);

(iii) the WIFIA Lender may apply the Default Rate provisions of Section 6 (*Interest Rate*);

(iv) the WIFIA Lender may suspend or debar the Borrower from further participation in any Government program administered by the WIFIA Lender and notify other departments and agencies of such default; and

(v) the WIFIA Lender shall be entitled and empowered to institute any actions or proceedings at law or in equity for the collection of any sums due and unpaid hereunder or under the WIFIA Bond or the other WIFIA Loan Documents, and may prosecute any such judgment or final decree against the Borrower and collect in the manner provided by law out of the property of the Borrower the moneys adjudged or decreed to be payable, and the WIFIA Lender shall have all of the rights and remedies of a creditor, including all rights and remedies of a secured creditor under the Uniform Commercial Code (if applicable), and may take such other actions at law or in equity as may appear necessary or desirable to collect all amounts payable by the Borrower under this Agreement, the WIFIA Bond or the other WIFIA Loan Documents then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Agreement, the WIFIA Bond or the other WIFIA Loan Documents.

(d) If a right of acceleration is or has been granted for the benefit of any holder of Obligations and such Obligations have been accelerated, then the WIFIA Lender shall have the right to declare the unpaid principal amount of the WIFIA Bond to be, and the same shall thereupon forthwith become, immediately due and payable, together with the interest accrued thereon and all fees, costs, expenses, indemnities and other amounts payable under this Agreement, the WIFIA Bond or the other WIFIA Loan Documents, all without presentment, demand, notice, declaration, protest or other requirements of any kind, all of which are hereby expressly waived.

(e) No action taken pursuant to this Section 17 shall (i) relieve the Borrower from its obligations pursuant to this Agreement, the WIFIA Bond or the other WIFIA Loan Documents, all of which shall survive any such action or (ii) limit the WIFIA Lender's rights under the Resolution Documents, including those contemplated in Section 801 (*Events of Default*) of the Resolution.

ARTICLE VII
MISCELLANEOUS

Section 18. Disclaimer of Warranty. The WIFIA Lender makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for a particular purpose or fitness for use of the Project or any portion thereof or any other warranty with respect thereto. In no event shall the WIFIA Lender be liable for any incidental, indirect, special or consequential damages incidental to or arising out of this Agreement or the System (including the Project) or the existence, furnishing, functioning or use of the Project or any item or products or services provided for in this Agreement.

Section 19. No Personal Recourse. No official, employee or agent of the WIFIA Lender or the Borrower or any Person executing this Agreement or any of the other WIFIA Loan Documents shall be personally liable on this Agreement or such other WIFIA Loan Documents by reason of the issuance, delivery or execution hereof or thereof.

Section 20. No Third-Party Rights. The parties hereby agree that this Agreement creates no third-party rights against the Borrower, the Federal Government, or the WIFIA Lender, solely by virtue of the WIFIA Loan, and that no third-party creditor of the Borrower shall have

any right against the WIFIA Lender with respect to the WIFIA Loan made pursuant to this Agreement.

Section 21. Borrower's Authorized Representative. The Borrower shall at all times have appointed a Borrower's Authorized Representative by designating such Person or Persons from time to time to act on the Borrower's behalf pursuant to a written certificate furnished to the WIFIA Lender and the Servicer, if any, containing the specimen signature or signatures of such Person or Persons and signed by the Borrower.

Section 22. WIFIA Lender's Authorized Representative. The WIFIA Lender hereby appoints the Director of the WIFIA Program, whose notice details are set forth below in Section 31 (*Notices*), to serve as the WIFIA Lender's Authorized Representative under this Agreement until such time as a successor or successors shall have been appointed. Thereafter, the successor in office shall serve as the WIFIA Lender's Authorized Representative. The WIFIA Lender shall provide notice to the Borrower within a reasonable time period following the succession.

Section 23. Servicer. The WIFIA Lender may from time to time designate another entity or entities to perform, or assist the WIFIA Lender in performing, the duties of the Servicer or specified duties of the WIFIA Lender under this Agreement and the WIFIA Bond. The WIFIA Lender shall give the Borrower written notice of the appointment of any successor or additional Servicer and shall enumerate the duties or any change in duties to be performed by any Servicer. Any references in this Agreement to the WIFIA Lender shall be deemed to be a reference to the Servicer with respect to any duties which the WIFIA Lender shall have delegated to such Servicer. The WIFIA Lender may at any time assume the duties of any Servicer under this Agreement and the WIFIA Bond. The Borrower shall cooperate and respond to any reasonable request of the Servicer for information, documentation or other items reasonably necessary for the performance by the Servicer of its duties hereunder.

Section 24. Amendments, Waivers and Termination. No amendment, modification, termination, or waiver of any provision of this Agreement or the WIFIA Bond shall in any event be effective without the prior written consent of each of the parties hereto. Notwithstanding the foregoing sentence, if the first Disbursement of the WIFIA Loan has not occurred on or prior to the Final Disbursement Date, the WIFIA Lender or the Borrower may terminate this Agreement upon no less than ten (10) Business Days' prior written notice to the other party. Once terminated, this Agreement may not be reinstated.

Section 25. Governing Law. This Agreement shall be governed by the federal laws of the United States of America if and to the extent such federal laws are applicable and the internal laws of the State, if and to the extent such federal laws are not applicable.

Section 26. Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

Section 27. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the

parties hereto and their permitted successors and assigns. Neither the Borrower's rights or obligations hereunder or under the WIFIA Bond nor any interest herein or therein may be assigned or delegated by the Borrower without the prior written consent of the WIFIA Lender.

Section 28. Remedies Not Exclusive. No remedy conferred herein or in the WIFIA Bond or reserved to the WIFIA Lender is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the WIFIA Bond or now or hereafter existing at law or in equity or by statute.

Section 29. Delay or Omission Not Waiver. No delay or omission of the WIFIA Lender to exercise any right or remedy provided hereunder or under the WIFIA Bond upon a default of the Borrower (except a delay or omission pursuant to a written waiver) shall impair any such right or remedy or constitute a waiver of any such default or acquiescence therein. Every right and remedy given by this Agreement or under the WIFIA Bond or by law to the WIFIA Lender may be exercised from time to time, and as often as may be deemed expedient by the WIFIA Lender.

Section 30. Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Electronic delivery of an executed counterpart of a signature page of this Agreement or of any document or instrument delivered in connection herewith in accordance with Section 31 (*Notices*) shall be effective as delivery of an original executed counterpart of this Agreement or such other document or instrument, as applicable.

Section 31. Notices.

(a) All notices, requests, or communication hereunder shall be given in writing.

(b) Notices to the WIFIA Lender should be made by (i) email to the email address noted below for the WIFIA Lender or (ii) submission through another electronic medium or transmission system as designated by and in a format acceptable to the WIFIA Lender, unless otherwise instructed by the WIFIA Lender:

If to WIFIA Lender: Environmental Protection Agency
WJC-E 7334A
1200 Pennsylvania Avenue NW
Washington, D.C. 20460
Attention: WIFIA Director
Email: WIFIA_Portfolio@epa.gov

(c) Notices to the Borrower should be made by (i) nationally recognized courier service, (ii) hand delivery, (iii) email, to the email address noted below for the Borrower, or (iv)

another electronic medium in a format acceptable to the Borrower, unless otherwise instructed by the Borrower's Authorized Representative:

If to Borrower: The notice details set forth in **Part G of Schedule I** (*WIFIA Loan Specific Terms*)

(d) Each such notice, request or communication shall be effective (x) if delivered by hand or by nationally recognized courier service, when delivered at the address specified in this Section 31 (or in accordance with the latest unrevoked written direction from the receiving party), and (y) if given by email or other electronic method, when such email is delivered to the email address specified in this Section 31 or submitted to the electronic medium as directed by the receiving party, in each case with the sender's receipt of an acknowledgement from the intended recipient (such as by a "read receipt," return email, or other written acknowledgement) (or in accordance with the latest unrevoked written direction from the receiving party); provided, that notices received on a day that is not a Business Day or after 5:00 P.M. Eastern Time on a Business Day will be deemed to be effective on the next Business Day.

Section 32. Indemnification. The Borrower shall, to the extent permitted by law, indemnify the WIFIA Lender, the Servicer (if any), and any official, employee, agent, advisor or representative of the WIFIA Lender (each such Person being herein referred to as an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities, fines, penalties, costs and expenses (including the fees, charges and disbursements of any counsel for any Indemnitee and the costs of environmental remediation), whether known, unknown, contingent or otherwise, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (a) the execution, delivery and performance of this Agreement, any Construction Contract, or any Related Document, (b) the WIFIA Loan or the use of the proceeds thereof, or (c) the violation of any law, rule, regulation, order, decree, judgment or administrative decision relating to the environment, the preservation or reclamation of natural resources, the management, release or threatened release of any hazardous material or to health and safety matters; in each case arising out of or in direct relation to the Project; provided, that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities, fines, penalties, costs or related expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee. In case any action or proceeding is brought against an Indemnitee by reason of any claim with respect to which such Indemnitee is entitled to indemnification hereunder, the Borrower shall be entitled, at its expense, to participate in the defense thereof; provided, that such Indemnitee has the right to retain its own counsel, at the Borrower's expense, and such participation by the Borrower in the defense thereof shall not release the Borrower of any liability that it may have to such Indemnitee. Any Indemnitee against whom any indemnity claim contemplated in this Section 32 is made shall be entitled, after consultation with the Borrower and upon consultation with legal counsel wherein such Indemnitee is advised that such indemnity claim is meritorious, to compromise or settle any such indemnity claim. Any such compromise or settlement shall be binding upon the Borrower for purposes of this Section 32. Nothing herein shall be construed as a waiver of any legal immunity that may be available to any Indemnitee. To the extent permitted by applicable law, neither the Borrower nor the WIFIA Lender shall assert, and each of the Borrower and the WIFIA Lender hereby waives, any claim against any Indemnitee or the Borrower, respectively, on any theory of liability, for special,

indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any Construction Contract, or any Related Document, the other transactions contemplated hereby and thereby, the WIFIA Loan or the use of the proceeds thereof; provided, that nothing in this sentence shall limit the Borrower's indemnity obligations to the extent such damages are included in any third party claim in connection with which an Indemnitee is entitled to indemnification hereunder. All amounts due to any Indemnitee under this Section 32 shall be payable promptly upon demand therefor. The obligations of the Borrower under this Section 32 shall survive the payment or prepayment in full or transfer of the WIFIA Loan, the enforcement of any provision of this Agreement or the other Related Documents, any amendments, waivers (other than amendments or waivers in writing with respect to this Section 32) or consents in respect hereof or thereof, any Event of Default, and any workout, restructuring or similar arrangement of the obligations of the Borrower hereunder or thereunder.

Section 33. Sale of WIFIA Loan. The WIFIA Lender shall not sell the WIFIA Loan at any time prior to the later of (a) the Substantial Completion Date and (b) other than with respect to a sale or transfer to another Governmental Entity within the Federal Government, the Final Disbursement Date. After such date, the WIFIA Lender may sell the WIFIA Loan to another entity or reoffer the WIFIA Loan into the capital markets only in accordance with the provisions of this Section 33. Such sale or reoffering shall be on such terms as the WIFIA Lender shall deem advisable. However, in making such sale or reoffering the WIFIA Lender shall not change the terms and conditions of the WIFIA Loan without the prior written consent of the Borrower in accordance with Section 24 (*Amendments and Waivers*). Prior to any sale or reoffering of the WIFIA Loan, the WIFIA Lender shall provide reasonable written notice to the Borrower of the WIFIA Lender's intention to consummate such a sale or reoffering. The provision of any notice pursuant to this Section 33 shall neither (x) obligate the WIFIA Lender to sell nor (y) provide the Borrower with any rights or remedies in the event the WIFIA Lender, for any reason, does not sell the WIFIA Loan.

Section 34. Effectiveness. This Agreement shall be effective on the Effective Date.

Section 35. Release of Lien. Upon the irrevocable payment in full in immediately available funds by the Borrower of the WIFIA Loan Balance, together with all accrued interest, fees and expenses with respect thereto, the WIFIA Lender shall cancel and discharge the Lien on the Pledged Collateral and surrender the WIFIA Bond to the Borrower in accordance with Section 9(b) (*General Prepayment Instructions*).

Section 36. Survival. The indemnification requirements of Section 32 (*Indemnification*), the reporting and record keeping requirements of Section 14(o) (*Access; Records*) and the payment requirements of Section 10 (*Fees and Expenses*) shall survive the termination of this Agreement as provided in such Sections.

Section 37. Integration. This Agreement, together with the other WIFIA Loan Documents, constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

[The remainder of this page intentionally left blank; signature pages immediately follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

CITY OF COLUMBIA, TENNESSEE,
by its authorized representative

By: _____
Name:
Title:

[*Signature Page to Columbia Power and Water Systems Long Term Water Supply Program – WIFIA Loan Agreement*]

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, acting by and through the Administrator of the Environmental Protection Agency

By: _____
Name: Lee M. Zeldin
Title: Administrator

SCHEDULE I

WIFIA LOAN SPECIFIC TERMS

No.	Item	WIFIA Loan Specific Term
PART A. Key Borrower Metrics		
1.	Effective Date	[___], 2026.
2.	Borrower	City of Columbia, Tennessee, a municipal government organized and existing under the laws of Tennessee.
3.	Legal Entity	Municipality.
4.	State	Tennessee.
5.	Borrower FEIN	62-60000269.
6.	Borrower UEI Number	[___]
7.	Initial Borrower Fiscal Year	The 12-month period established by the City Council or provided by law from time to time as the fiscal year for the System, and which, as of the date of adoption of this Resolution, is the 12 month period commencing on July 1 of any year and ending on June 30 of the following year.
8.	Application Receipt Date	July 12, 2024
9.	WIFIA CUSIP Number	[___], as the CUSIP number for the WIFIA Loan for purposes of monitoring through EMMA.
10.	System	The water system owned and operated by the Borrower (and of which the Project is a part), as further described in the definition of "System" in the Resolution.
11.	Revenues	"**Revenues**" is defined as follows in the Resolution: "(a) all revenues, income, rents, service fees and receipts properly allocable to the System resulting from ownership and operation of the System, excluding any customer deposits or other deposits subject to refund, unless such deposits have become property of the City, (b) the proceeds of any insurance covering business interruption loss relating to the System and (c) interest received or to be received on any moneys or securities held in any of the funds or accounts established by this Resolution, with the exception of (i) moneys held in the Construction Fund or any account thereof and (ii) moneys held in the Bond Reserve Accounts during any

No.	Item	WIFIA Loan Specific Term
		period in which the investment earnings thereon are directed by Supplemental Resolution to the Construction Fund or an account thereof. "Revenues" shall not include any Tax Credit Payments, grant proceeds or, except as set forth in (b) above, insurance proceeds. If so determined by the City Council, "Revenues" shall not include any revenues, income, rents, service fees or receipts received by the City or the Board from the operation of an Acquired System, and any debt obligations issued in connection with such Acquired System shall not be payable from or secured by Revenues."
12.	Trustee	Not applicable.
13.	Trustee Location	Not applicable.
14.	Reserved	
PART B. Key Project Metrics		
15.	Project	The project is the Columbia Power and Water Systems Long Term Water Supply Program, located at Columbia, Tennessee, as described in further detail in **Part D of Schedule II** (*Project Details*).
16.	Project Location	Columbia, Tennessee.
17.	Projected Substantial Completion Date	August 15, 2030, as such date may be adjusted in accordance with **Part C of Schedule V** (*Reporting Requirements*).
18.	Development Default Date	August 15, 2032
19.	NEPA Determination	[Finding of No Significant Impact][Categorical Exclusion][Record of Decision] for the Project issued by EPA on [___], 20[__] in accordance with NEPA.
20.	Reserved	
PART C. Key Loan Metrics		
21.	Maximum Principal Amount	Principal amount up to $272,487,220.00 (excluding interest that is capitalized in accordance with this Agreement).

No.	Item	WIFIA Loan Specific Term
22.	WIFIA Interest Rate	[___]% per annum.
23.	Default Rate	Interest rate equal to the sum of (a) the WIFIA Interest Rate plus (b) 200 basis points.
24.	Interest Payment Date	Each June 1 and December 1, beginning on the Debt Service Payment Commencement Date.
25.	Capitalized Interest Period	The period from (and including) the first Disbursement to (but excluding) the date that is six (6) months after the Substantial Completion Date, subject to earlier termination as set forth in Section 8(a)(iii) (*Payment of WIFIA Debt Service*).[1]
26.	Interest Only Period	[The period commencing from (and including) the Debt Service Payment Commencement Date and ending on [___] (or on such earlier date as all amounts due or to be come due to the WIFIA Lender hereunder have been irrevocably paid in full in cash)].[2]
27.	Principal Payment Date	Each December 1, beginning on [December 1, 2038].[3]
28.	Final Maturity Date	The earliest of (a) December 1, 2064, (b) the date on which the maturity of the WIFIA Loan and corresponding WIFIA Bond have been accelerated or subject to mandatory redemption or prepayment (as the case may be) prior to maturity thereof; and (c) the Payment Date immediately preceding the date that is thirty-five (35) years following the Substantial Completion Date.
29.	Debt Service Payment Commencement Date	[___]
PART D. Key Security Metrics		
30.	Lien priority	Senior lien.

[1] **Internal Note:** to discuss (implications of state law limitation of 6-months beyond completion).
[2] **Note to Borrower**: Please provide an updated proposed WIFIA Debt Service schedule.
[3] **Internal Note:** to discuss revised date.

No.	Item	WIFIA Loan Specific Term
31.	Springing lien	Not applicable.
32.	Dedicated revenue source	Net Revenues.
33.	Pledged Collateral	The WIFIA Loan shall be secured by all of the interests of the Borrower in the Net Revenues and amounts on deposit in all funds and accounts established by the Resolution (excluding reserve accounts dedicated to Obligations other than the WIFIA Loan and the Tax Credit Payment Accounts within the Debt Service Fund).
34.	System Accounts	The Revenue Fund, the Construction Fund (including the Project Account therein), the Debt Service Fund (including the Bond Account and the WIFIA Debt Service Reserve Account within the Debt Service Fund) and Surplus Fund.
35.	Revenue Fund	Has the meaning set forth in Section 502(a) of the Resolution.
36.	WIFIA Debt Service Reserve Account	[_____][4]
37.	WIFIA Debt Service Reserve Requirement	[_____][5]
38.	Rate Covenant	The rate covenant set forth in Section 710 of the Resolution, a copy as of the Effective Date of which is attached hereto for reference as **Annex A**: The Borrower shall not amend, modify, or supplement the Rate Covenant without the prior written consent of the WIFIA Lender, which consent shall not be unreasonably withheld.
39.	Additional Bonds Test	The requirements and conditions set forth in Sections 202, 203 and 204 of the Resolution, a copy as of the Effective Date of which is attached hereto as **Annex B** below.
40.	Flow of Funds	The requirements and conditions specified in Sections 504, 505, 506 and 507(b) of the Resolution, a copy of

[4] **Note to Borrower**: Subject to discussion.
[5] **Note to Borrower**: Subject to discussion.

No.	Item	WIFIA Loan Specific Term
		which as of the Effective Date is attached hereto as **Annex C**.
41.	[Reserved]	
PART E. Other Key WIFIA Loan Documents		
42.	WIFIA Bond	The bond issued and delivered by the Borrower in substantially the form of **Exhibit A** (*Form of WIFIA Bond*).
43.	Resolution	That certain Resolution No. _____ authorizing and providing for the issuance and sale of water system revenue indebtedness, providing for the collection and disposition of revenues from the water system of the City and making provision for the operation of said system, adopted by the City of Columbia, Tennessee on [___], 2026.
44.	WIFIA Supplemental Resolution	That certain Second Supplemental Resolution, adopted by the Borrower's City Council on [___], 2026 authorizing the execution, delivery and performance by the Borrower of this Agreement, the WIFIA Bond, and certain related actions by the Borrower in connection with the issuance of the WIFIA Loan.
45.	WIFIA Term Sheet	WIFIA term sheet, dated as of the Effective Date, between the Borrower and the WIFIA Lender.
PART F. Fee		
46.	Servicing Set-Up Fee	A servicing set-up fee equal to $26,150.
47.	Construction Period Servicing Fee	An annual construction period servicing fee equal to $26,150.
48.	Initial Construction Period Servicing Fee	The initial Construction Period Servicing Fee in a pro-rated amount equal to [$10,890].[6]
49.	Operating Period Servicing Fee	An annual operating period servicing fee equal to $9,810.

[6] **Note to Borrower**: The pro-rated construction servicing fee amount assumes a closing date in April, 2026.

No.	Item	WIFIA Loan Specific Term
PART G. Borrower Related Notices		
50.	Borrower notice details	Columbia Power and Water Systems 201 Pickens Lane Columbia, TN Phone: 931-388-4833 Attention: [___] Email: jonathan.hardin@cpws.com
51.	Trustee notice details	Not applicable.

ANNEX A

Reference is made to Section 710 of the Resolution, and the requirements and conditions contained therein as of the Effective Date, which are set forth verbatim below. Capitalized terms used in this Annex A shall have the respective meanings assigned to such terms in the Resolution.

SECTION 710. Rates, Fees and Charges

(a) The City shall at all times fix, establish, maintain, charge and collect rates, fees and charges for the use or the sale of the output, capacity or service of the System which shall be sufficient to produce Net Revenues in each Fiscal Year at least equal to the greater of:

(i) 120% of the Debt Service Requirement on the Outstanding Bonds in such Fiscal Year; and

(ii) 100% of the sum of:

(A) the Debt Service Requirement on the Outstanding Bonds and Subordinated Indebtedness in such Fiscal Year,

(B) the amounts required to be paid during such Fiscal Year into the Bond Reserve Accounts pursuant to the Resolution, and

(C) the amount of all other charges and liens whatsoever payable out of Revenues during such Fiscal Year, including payments in lieu of taxes and any payments required during such Fiscal Year under Contracts to the extent not otherwise provided for in this subsection (ii).

(b) For purposes of this Section 710, the City may, when calculating the Debt Service Requirement on Subordinated Indebtedness, make the adjustments and assumptions set forth in subsections (b) and (c) of the definition of "Debt Service Requirement", as if such provisions were applicable to Subordinated Indebtedness; provided however, that there shall be disregarded any scheduled principal amount of Subordinated Indebtedness which are notes or other evidences of indebtedness issued in anticipation of the issuance of Bonds, the payment of which is to be paid from the proceeds of such Bonds.

(c) If the City fails to prescribe, fix, maintain, and collect rates, fees, and other charges, or to revise such rates, fees, and other charges, in accordance with the provisions of this section in any Fiscal Year, but the City in the next Fiscal Year has promptly taken all available measures to revise such rates, fees and other charges as advised by a Consultant retained by the City and/or Board to review the operations of the System, there shall be no Event of Default as described in Section 801 until the end of such next Fiscal Year and only then if Net Revenues are less than the amount required by this section. The City shall retain a Consultant to review the operations of the System in accordance with this subsection (c) promptly following the initial determination of the City's failure to prescribe, fix, maintain, and collect rates, fees, and other charges, or to revise such rates, fees, and other charges, in accordance with the provisions of this section.

ANNEX B

Reference is made to Sections 202, 203 and 204 of the Resolution, and the requirements and conditions contained therein as of the Effective Date, which are set forth verbatim below. Capitalized terms used in this Annex A shall have the respective meanings assigned to such terms in the Resolution.

SECTION 202. General Provisions for Issuance of Bonds of Each Series

(a) When authorized pursuant to a Supplemental Resolution, the officers of the City specified in Section 303 may execute all (but not less than all) the Bonds of each Series for issuance under this Resolution and deliver such Bonds to the Bond Registrar therefor for completion, authentication and delivery. Such Bond Registrar shall authenticate and deliver such Bonds upon the order of the City, but only upon satisfaction by the City of the conditions specified in Article X of this Resolution and in the Supplemental Resolution authorizing the Series of which such Bonds are a part and upon satisfaction by the City of the following conditions:

(i) receipt of a Counsel's Opinion to the effect that (A) the City has the right and power under applicable Tennessee law to adopt this Resolution, and this Resolution has been duly and lawfully adopted by the City, is in full force and effect and is valid and binding upon the City in accordance with its terms, and no other authorization for this Resolution is required; (B) this Resolution creates the valid pledge which it purports to create of the Pledged Collateral and, if such Series of Bonds shall be an Additionally Secured Series, the separate subaccount in a Bond Reserve Account established for the benefit of such Bonds, subject to the provisions of this Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in this Resolution; and (C) the Bonds of such Series are valid and binding obligations of the City as provided in this Resolution and are entitled to the benefits of this Resolution and of applicable Tennessee law, and such Bonds have been duly and validly authorized and issued in accordance with applicable Tennessee law and in accordance with this Resolution. Such Opinion may take exception as to the effect of, or for restrictions or limitations imposed by or resulting from, bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights and may state that no opinion is being rendered as to the availability of any particular remedy. No opinion need be expressed as to the priority of the pledge created by this Resolution over the rights of other persons in the Pledged Collateral and, if applicable, such separate subaccount in a Bond Reserve Account;

(ii) adoption of a Supplemental Resolution authorizing such Bonds, which shall specify such terms and conditions relative to the Bonds of such Series, and such other matters relative thereto, as the City may determine and as may be required herein;

(iii) if such Series shall be an Additionally Secured Series, evidence of the funding of the subaccount within the Bond Reserve Account designated therefor in the manner prescribed by the Supplemental Resolution;

(iv) execution by an Authorized Finance Officer of a certificate stating that, upon the issuance of such Series, the City will not be in default in the performance of any of the covenants, conditions, agreements or provisions contained in this Resolution;

(v) except for the first Series of Bonds issued hereunder, either:

(1) execution by an Authorized Finance Officer of a certificate (A) setting forth the amounts of Net Revenues for any twelve (12) consecutive month period within the twenty-four (24) consecutive months immediately preceding the date of issuance of the Bonds of the Series with respect to which such certificate is being given; and (B) stating that the Net Revenues for such 12-month period were at least equal to 120% of the maximum Debt Service Requirement on the Bonds in any future Fiscal Year (calculated with respect to the Bonds of all Series then Outstanding and the Series of Bonds with respect to which such certificate is given); provided, however, that the Net Revenues for such twelve (12) month period may be adjusted for the purposes of such certificate (1) to reflect for such period, revisions in the rates, fees, rentals and other charges of the City for the services of the System made after the commencement of such period and preceding the Date of Issuance of the Series of Bonds with respect to which such certificate is given; (2) to reflect an expected increase in Net Revenues due to an already authorized rate, fee, rental or charge increase that will go into effect subsequent to the Date of Issuance of the Series of Bonds with respect to which such certificate is given, as certified by a Consultant or an appropriate officer of the City or Board; (3) to reflect any increase in Net Revenues due to any new facilities of the System having been placed into use and operation subsequent to the commencement of such period and prior to the Date of Issuance of such Bonds, as certified by a Consultant or an appropriate officer of the City or Board; (4) to include an amount equal to the average annual contribution to Net Revenues for the first three (3) full Fiscal Years commencing after the date of acquisition of any Acquired System expected to be placed into use and operation as part of the System within two (2) years of the Date of Issuance of such Bonds, as certified by a Consultant or an appropriate officer of the City or Board, or to include the anticipated Net Revenues from an Acquired System if the City has a contract to purchase or otherwise acquire an Acquired System that will become part of the System (and such Acquired System has not been excluded from the System and the Revenues as contemplated in the definition of "Revenues" and "System" in this Resolution); and (5) to include the anticipated Net Revenues from a contract to furnish services of the System if the City has entered into such a contract that is not fully reflected in the historical Net Revenues of the System; or

(2) in the case of a Series of Bonds issued solely for the purpose of funding the costs of the Initial Capital Improvements Project

(including related issuance costs, debt service reserves and capitalized interest, as applicable), as certified by a Consulting Engineer, receipt by the City from a Consultant of a forecast of Net Revenues for the ensuing ten Fiscal Years, which such forecast projects that Net Revenues for each Fiscal Year of the forecast period are at least equal to 120% of the Debt Service Requirement on the Bonds in such Fiscal Year, and which such forecast shall take into account (A) the implementation of previously-approved revisions in the rates, fees, rentals and other charges of the City for the services of the System, and (B) to the extent determined by the Consultant to be reasonable, the Board's projections of changes in demand for the services of the System and changes in operating revenues and expenses of the System during the forecast period; provided, however that in no event shall this subsection (2) be utilized if the sum of (x) the par amount of Bonds proposed to be issued pursuant to this subsection (2), plus (y) the par amount of any Bonds previously issued under this Resolution for purposes of funding the Initial Capital Improvements Project (regardless of whether issued under the authority of this subsection (2) or otherwise), plus (z) the net original issue premium associated with the Bonds described in (x) and (y), exceed $560,000,000.

(vi) in the case of a Series of Tax Credit Bonds, a Counsel's Opinion addressed to the City regarding the status of such Series of Bonds as Tax Credit Bonds; and

(vii) delivery of such further documents, moneys and securities as are required by the provisions of this Article II or Article X or any Supplemental Resolution adopted pursuant to Article X.

(b) All the Bonds of each Series of like maturity shall be identical in all respects, except as to interest rates, redemption provisions, denominations, numbers and letters. After the issuance of the Bonds of any Series, no Bonds of such Series shall be issued except in lieu of or in substitution for other Bonds of such Series pursuant to Article III or Section 405 or Section 1106.

(c) Notwithstanding anything herein to the contrary, (i) if requested by the WIFIA Lender in connection with a proposed issuance by the City of a WIFIA Bond or (ii) at any time that a WIFIA Bond is Outstanding, (x) the certificate required by Section 202(a)(v) above shall be executed by a Financial Advisor, Consultant or independent certified public accountant instead of an Authorized Finance Officer and (y) wherever such certificate may include adjustments to Net Revenues as certified by a Consultant or appropriate officer of the City or Board, such adjustments shall be certified by a Consultant.

SECTION 203. Bonds Other Than Refunding Bond.

(a) One or more Series of Bonds may be issued at any time for the purpose of financing capital improvements to the System, including without limitation the acquisition of the capital assets of an Acquired System which the City Council has elected to include as part of the

System, and any and all other Costs related thereto or to the issuance of the Bonds. Bonds of each such Series shall be authenticated and delivered only upon compliance with the terms and conditions set forth in Section 202.

(b) The proceeds of each Series of Bonds authorized under this Section 203 shall be applied simultaneously with the delivery of such Bonds as provided in the Supplemental Resolution authorizing such Series; provided, however, that the City is authorized to issue Drawdown Bonds pursuant to this Resolution and to apply the proceeds thereof in accordance with the Supplemental Resolution authorizing such Drawdown Bonds.

SECTION 204. Refunding Bonds

(a) One or more Series of Refunding Bonds may be issued at any time to refund all or any Outstanding Bonds or Subordinated Indebtedness. Refunding Bonds shall be issued in a principal amount sufficient, together with other moneys available therefor, to accomplish such refunding and to make the deposits in the Funds and Accounts under this Resolution required by the provisions of the Supplemental Resolution authorizing such Bonds or to make any deposits or payments required by any resolution authorizing Subordinate Indebtedness.

(b) In addition to the conditions set forth in Section 202, the Bonds of each Series of Refunding Bonds issued pursuant to subsection (a) of this Section 204 may be authenticated and delivered only upon the filing with the records of the City of a certificate of an Authorized Finance Officer certifying that all conditions relating to the payment or prepayment of such Bonds or Subordinated Indebtedness as set forth in the documents relating thereto have been satisfied.

(c) The proceeds, including accrued interest, of the Refunding Bonds of each Series shall be applied simultaneously with the delivery of such Bonds for the purposes of making deposits in such Funds and Accounts under this Resolution as shall be provided by the Supplemental Resolution authorizing such Series of Refunding Bonds and shall be applied to the refunding purposes thereof or to the payment or prepayment purposes thereof in the manner provided in said Supplemental Resolution.

(d) In lieu of compliance with Section 202(a)(v), Refunding Bonds may be issued to refund Outstanding Bonds (but not Subordinated Indebtedness) (i) if the refunding will constitute a refunding of all Outstanding Bonds, including the retirement of related Contracts, or (ii) upon the execution by an Authorized Finance Officer of a certificate stating that the issuance of the Refunding Bonds and the refunding of any Bonds in connection therewith will not result in an increase in the maximum Debt Service Requirement with respect to the Bonds, measured on a Fiscal Year basis.

(e) In complying with Section 202(a)(v), there shall be deleted from the calculation of maximum Debt Service Requirement the Debt Service Requirement on any Bonds being refunded by the Bonds with respect to which the certificate described in Section 202(a)(v) is being given.

ANNEX C

Reference is made to Sections 504, 505, 506, 507, 508 and 509 of the Resolution, and the requirements and conditions contained therein as of the Effective Date, which are set forth verbatim below. Capitalized terms used in this Annex C shall have the respective meanings assigned to such terms in the Resolution.

SECTION 504. **Revenues and Revenue Fund**. Except as provided by Section 603 of the Resolution, all Revenues shall be deposited promptly as collected by the Board to the credit of the Revenue Fund.

SECTION 505. **Payment of Operation and Maintenance Expenses**. Operation and Maintenance Expenses shall be paid from the Revenue Fund as they become due and payable.

SECTION 506. **Payments into Certain Funds.** The Board shall make monthly withdrawals from the Revenue Fund, to the extent of amounts available therein, in order to make the following deposits and payments, in the order and amounts set forth below:

(a) for deposit in the Debt Service Fund, an amount sufficient to provide for the timely payments required by Section 507(a) or, if applicable, for the payment of any Principal Installments or interest which are payable as to a Series of Bonds on a monthly basis; then

(b) for payment of Subordinated Indebtedness, the funding of such debt service reserves as may be required therewith and the payment of all related financing costs thereof, including without limitation any liquidity and credit enhancement charges or fees; then

(c) for deposit in the Surplus Fund, the balance of any such remaining amounts in the Revenue Fund.

SECTION 507. **Debt Service Fund.**

(a) Sufficient moneys shall be deposited to the Debt Service Fund from the Revenue Fund for the purpose of paying the Bonds as they become due and payable and, if and to the extent directed by a Supplemental Resolution, for the purpose of making payments under Contracts and to make any required deposits to a Bond Reserve Account. Specifically, in amounts calculated as prescribed by Section 507(b):

(i) First, for deposit in the Bond Account,

(1) Unless otherwise provided in a Supplemental Resolution related to Bonds, on or before each interest payment date for a Series of Bonds, there shall be deposited in the Bond Account of the Debt Service Fund an amount which, together with available moneys already on deposit therein (including Capitalized Interest Account transfers and Hedge Receipts and Termination Payments attributable to such Series of Bonds, which shall be deposited directly to the Bond Account of the Debt Service Fund) and amounts scheduled to be deposited therein from a Bond Tax Credit Payment Account, is not less than the interest coming due on such

Bonds on such interest payment date. Such amount shall be used solely to pay interest on the Bonds when due or pay Reimbursement Obligations for Credit Facilities under which the Credit Issuer makes interest payments on the Bonds.

(2) Unless otherwise provided in a Supplemental Resolution or a Hedge Agreement related to Bonds, on or before each payment date for Hedge Payments under a Qualified Hedge Agreement related to Bonds, the City shall deposit in the Bond Account of the Debt Service Fund an amount which, together with any Hedge Receipts and other moneys already on deposit therein and available to make such payment, is not less than such Hedge Payments related to Bonds coming due on such payment date. Such amount shall be used solely to pay Hedge Payments under Qualified Hedge Agreements related to Bonds when due.

(3) Unless otherwise provided in a Supplemental Resolution or a Contract related to Bonds, on or before each payment date for amounts due on Contracts related to Bonds, other than for Reimbursement Obligations and Qualified Hedge Agreements related to Bonds and other than for Termination Payments under a Contract related to any Bonds, the City shall deposit in the Bond Account of the Debt Service Fund an amount which, together with any other moneys already on deposit therein and available to make such payment, is not less than the amount coming due on such payment date. Such amount shall be used solely for such Contract payments related to Bonds when due.

(4) Unless otherwise provided in a Supplemental Resolution related to Bonds, on or before each Principal Installment date for a Series of Bonds, the City shall deposit in the Bond Account of the Debt Service Fund an amount which, together with any other moneys already on deposit therein and available to make such payment, is not less than the principal payable on such Bonds on such Principal Installment date, other than principal to be paid from a source other than Revenues. Such amount shall be used solely for the payment of principal of the Bonds as the same shall become due and payable or to pay Reimbursement Obligations for Credit Facilities under which the Credit Issuer makes principal payments on the Bonds.

(ii) Then, there shall be deposited in the Bond Reserve Account the amounts specified, if any, in Supplemental Resolutions with respect to one or more Additionally Secured Series of Bonds and as set forth in Section 508.

(b) Without limiting Section 507(a), and except as may otherwise be set forth in a Supplemental Resolution, the payment required to be made each month from the Revenue Fund to the Bond Account shall be calculated to provide for the deposit obligations described in Section 507(a) (excluding any obligations related to Bond Reserve Accounts) which will have accrued by the end of the month of such payment to the Bond Account. For purposes of

calculating the accrual of such deposit obligations, (i) Principal Installments of a Series will be deemed to accrue daily in equal amounts from the preceding Principal Installment date for such Series (but in no event shall any accrual be made for any Principal Installment more than one year prior to the due date of such Principal Installment or from the Date of Issuance of Bonds of such Series, whichever date is later); (ii) each fixed payment obligation (other than Principal Installments) will be deemed to accrue daily in equal amounts from the preceding relevant payment obligation date (but in no event more than one year prior to such payment obligation date or the initial incurrence of the payment obligation, whichever is later); (iii) principal and interest portions of the Accreted Value of Capital Appreciation Bonds or the Appreciated Value of Deferred Income Bonds shall accrue in the manner provided in Section 207(a); and (iv) variable payment obligations, whether interest related to Bonds issued with Variable Rates or otherwise, shall accrue as estimated by the Board. Any monthly deposit to the Bond Account in excess of the amount required by this subsection (b) shall be credited against the next ensuing monthly payment or payments.

(c) There shall be established within the Bond Account a Bond Tax Credit Payment Account for each Series of Bonds that are Tax Credit Bonds, as applicable. Tax Credit Payments received by the City shall be deposited directly into the applicable Tax Credit Payment Account, and such amounts shall be applied solely to the payment of debt service on the applicable Series of Tax Credit Bonds, at the times and in the manner otherwise described in this Section 507.

(d) Nothing herein shall limit the right of the Board or the City to use amounts on deposit in the Bond Account together with such other amounts as may be determined by an Authorized Finance Officer, to defease all or a portion of Bonds attributable to such Bond Account deposits, purchase all or a portion of such Bonds in the open market, or redeem all or a portion of such Bonds at their Redemption Price; provided that the amount thereafter remaining in the applicable Bond Account shall not be less than the remaining requirement of such Account, as set forth in Section 506(a) and this Section 507. Any Bonds so purchased or redeemed by the Board or the City which are subject to mandatory redemption requirements may be applied as a credit against such mandatory redemption requirements as prescribed by the Supplemental Resolution authorizing such Bonds.

SECTION 508. Bond Reserve Accounts.

(a) The City shall establish by Supplemental Resolution a subaccount within the Bond Reserve Account for each Additionally Secured Series of Bonds. Each such subaccount shall be for the benefit and security of one or more Additionally Secured Series of Bonds and need not secure all Additionally Secured Series of Bonds. Each such subaccount shall be initially funded, maintained and replenished as prescribed by Supplemental Resolution. In the event that deposits are required hereunder for two or more subaccounts within a Bond Reserve Account, transfers from the Revenue Fund to such subaccounts shall be made on a pro rata basis in proportion to the respective monthly funding requirements. Whenever, on the date that interest or principal is due on any Additionally Secured Series, there are insufficient moneys therefor in the applicable Bond Account, the Board shall, without further instructions, apply so much as may be needed of the moneys in the applicable subaccount of a Bond Reserve Account to prevent default in the payment of such interest or principal, with priority to interest payments.

(b) Whenever the moneys on deposit in a subaccount of the Bond Reserve Account shall exceed the Debt Service Reserve Requirement related thereto, and after giving effect to any Reserve Fund Credit Facility that may be credited to such subaccount in accordance with the provisions of the Supplemental Resolution establishing such subaccount, such excess shall be transferred from such subaccount of the Bond Reserve Account to the appropriate Bond Account to redeem Bonds allocable thereto or to such other Fund or Account to be applied for such other purpose as may be directed by an Authorized Finance Officer, subject to a Counsel's Opinion to the effect that such application is permitted by applicable law and will not adversely affect any applicable exemption from federal income taxation of the interest on any Series of Bonds (or the City's right to any Tax Credit Payments applicable thereto).

(c) Whenever the amount in a subaccount of the Bond Reserve Account attributable to an Additionally Secured Series, together with the amount in a Bond Account for such Series, is sufficient to pay in full all such Bonds secured thereby in accordance with their terms (including the maximum amount of principal or applicable sinking fund Redemption Price and interest which could become payable thereon), the applicable funds on deposit in such subaccount of the Bond Reserve Account may be transferred to the applicable Bond Account and applied to the timely payment of principal or Redemption Price, if applicable, and interest on the outstanding Bonds secured thereby.

(d) In the event of the refunding or defeasance of any Bonds of an Additionally Secured Series, the Board may withdraw from the separate subaccount in the Bond Reserve Account established for the benefit of the Bonds of such Additionally Secured Series all or any portion of the amounts accumulated therein and deposit such amounts with the Escrow Agent for the Bonds being refunded or defeased to be held for the payment of the principal or Redemption Price, if applicable, and interest on the Bonds being refunded or defeased; provided that such withdrawal shall not be made unless the amount thereafter remaining in such subaccount in a Bond Reserve Account shall not be less than the remaining Debt Service Reserve Requirement related thereto.

(e) The City may satisfy the Debt Service Reserve Requirement for an Additionally Secured Series by purchasing and depositing to the applicable subaccount of the Bond Reserve Account one or more Reserve Fund Credit Facilities, and may provide for the reimbursement of payments made by the providers of such Reserve Fund Credit Facilities from amounts required to be deposited to such subaccount of the Bond Reserve Account, all as may be set forth in a Supplemental Resolution.

SECTION 509. **Surplus Fund.** Amounts in the Surplus Fund shall be applied first to remedy any deficiencies in the amounts required to be withdrawn from the Revenue Fund pursuant to Sections 505 and 506(a) and (b), which such deficiencies shall be remedied from amounts on deposit in the Surplus Fund in the order set forth in Sections 505 and 506(a) and (b). Amounts at any time not needed therefor may be applied to the payment of the cost of capital improvements to the System; the purchase, redemption, payment or provision for payment of Bonds or Subordinated Indebtedness; the payment of Contracts that are not related to any Bonds; any Termination Payments under any Contracts (whether or not related to Bonds); any transfer to the

general fund of the City required to be made by the System, including any payment in lieu of tax required to be paid by the System, and any other legal expenditure of System funds.

SCHEDULE II

PROJECT DETAILS

PART A. **Project Budget.**[1]

SOURCES OF FUNDS	AMOUNT ($ USD)	PERCENTAGE (%)
1. WIFIA Loan	$272,487,220	48.9%
2. Revenue Bonds	$106,000,000	19.0%
3. SRF Loan	$135,000,000	24.2%
4. Borrower Cash	$27,744,793	5.0%
5. Previously Incurred Eligible Costs	$6,454,355	1.2%
6. DRA Grant[2]	$10,000,000	1.8%
Total Sources of Funds	**$557,686,368**	**100%**
USES OF FUNDS	**AMOUNT ($ USD)**	**PERCENTAGE (%)**
1. Construction	$413,542,940	74.2%
2. Design	$11,768,000	2.1%
3. Planning	$3,122,000	0.6%
4. Land Acquisition	$9,155,000	1.6%
5. WIFIA Program Contingency	$92,682,728	16.6%
6. Total Capital Costs	$530,270,668	95.1%
7. Financing Costs	$1,590,000	0.3%
8. Program Management, Information Management, CM Preconstruction Services, Land Acquisition, Legal, Public Outreach	$17,650,900	3.2%
9. Engineering Services during Construction	$8,174,800	1.5%
Total Uses of Funds	**$557,686,368**	**100%**
Total Eligible Project Costs	**$557,686,368**	**100%**
Total Project Costs	**$557,686,368**	**100%**

Totals may not add due to rounding

PART B. **Construction Schedule.**[3]

Projected Substantial Completion Date: [August 15, 2030]

PROJECT ELEMENT	DESIGN COMPLETION	CONSTRUCTION START	CONSTRUCTION END
Downstream Intake	4/1/2025	8/19/2024	12/20/2027

[1] **Note to Borrower**: Please update this table.
[2] **Note to Borrower**: Please clarify meaning of DRA.
[3] **Note to Borrower**: Please update.

Raw Water Transmission Main	4/1/2025	6/11/2026	12/8/2027
Columbia WTP Improvements (Early Action + Phase 2 and 3)	10/1/2025	8/29/2024	5/27/2028

PART C. Existing Construction Contracts.[4]

Contract Name	Effective Date	Amount	Parties	Description

PART D. Project Description.

The Project is the Borrower's long term water supply program, located in Columbia, Tennessee. The Project consists of three sub-projects, set out in the table below.

Sub-Project	Name / Description
1. The Downstream Intake	Construction of a new raw water intake structure along the Duck River and a new raw water pump station.
2. The Raw Water Transmission Main	Construction of a new raw water transmission main from the downstream intake to the water treatment plant.
3. Columbia Water Treatment Plant Improvements	Improvements at the existing water treatment plant to improve reliability of the treatment train and expand capacity of the treatment plant.

[4] **Note to Borrower:** Borrower to provide.

SCHEDULE III

BORROWER DISCLOSURES[1]

PART A. Existing Indebtedness.

1. Bonds

1.	$70,000,000 Water System Revenue Anticipation Notes, Series 2023 and 2025	$_____ (subject to additional draws)
2.		
3.		
4.		
5.		

2. Subordinated Obligations

1.		
2.		
3.		
4.		
5.		

[1] **Note to Borrower:** Borrower to complete.

PART B. Litigation Disclosure.

[___][2]

No.	Parties	Date Initiated	Description / Status	Venue

PART C. Environmental Matter Disclosure.

[___][3]

[2] Include "None" if no litigation disclosures are necessary.
[3] Include "None" if no environmental matter disclosures are necessary.

SCHEDULE IV

REQUISITION PROCEDURES

This **Schedule IV** sets out the procedures which the Borrower agrees to follow in submitting Requisitions for any Disbursement of the WIFIA Loan. The Borrower expressly agrees to the terms hereof, and further agrees that (i) the rights of the WIFIA Lender contained herein are in addition to (and not in lieu of) any other rights or remedies available to the WIFIA Lender under the WIFIA Loan Documents, and (ii) nothing contained herein shall be construed to limit the rights of the WIFIA Lender to take actions including administrative enforcement action and actions for breach of contract against the Borrower if it fails to carry out its obligations under the WIFIA Loan Agreement during the term thereof.

PART A. General Requirements.

(a) Manner of Request: All requests by the Borrower for a Disbursement shall be made in writing by electronic submission to the WIFIA Lender, in accordance with Section 31 (*Notices*) of the WIFIA Loan Agreement.

(b) Required Documentation: Any request by the Borrower should include the submission of:

(i) a Requisition, in the form attached as **Exhibit D** (*Form of Requisition*), completed and executed by the Borrower's Authorized Representative, and otherwise in form and substance satisfactory to the WIFIA Lender; and

(ii) all Eligible Project Costs Documentation that has not otherwise been provided to the WIFIA Lender in accordance with **Part C of Schedule V** (*Reporting Requirements*) of the WIFIA Loan Agreement.

(c) Timing: Any request for a Disbursement must be received by the WIFIA Lender and the Servicer (if any) at or before 5:00 P.M. (Eastern Time) on either:

(i) the first (1st) Business Day of a calendar month in order to obtain the requested Disbursement by the fifteenth (15th) day of such calendar month;

(ii) the fifteenth (15th) day of a calendar month, in order to obtain the requested Disbursement by the first (1st) day of the immediately following calendar month;

provided, that, (x) if any such day is not a Business Day, the Disbursement request or payment (as the case may be) shall be made by the next succeeding Business Day; (y) the Borrower shall not request to receive more than one (1) Disbursement per month or every thirty (30) days (whichever is longer); and (z) no Disbursements shall be made after the Final Disbursement Date.

PART B. WIFIA Lender Review Process.

(a) The WIFIA Lender shall review the Requisition and the Eligible Project Costs Documentation for compliance with WIFIA Disbursement requirements.

(b) If a Requisition is approved by the WIFIA Lender, the WIFIA Lender will notify the Borrower of such approval and of the amount so approved. A Requisition containing an apparent mathematical error will be corrected by the WIFIA Lender, after telephonic or email notification to the Borrower, and will thereafter be treated as if submitted in the corrected amount. If the amount requested for Disbursement in the Requisition exceeds the available balance of the WIFIA Loan proceeds remaining to be disbursed, the Disbursement request will be treated as if submitted in the amount of the balance so remaining, and the WIFIA Lender will so notify the Borrower.

(c) The WIFIA Lender shall be entitled to withhold approval (in whole or in part) of any pending or subsequent requests for the Disbursement of WIFIA Loan proceeds if: (i) a Default or an Event of Default shall have occurred and be continuing or (ii) the Borrower (1) knowingly takes any action, or omits to take any action, amounting to fraud or violation of any applicable law, in connection with the transactions contemplated hereby; (2) prevents or materially impairs the ability of the WIFIA Lender to monitor compliance by the Borrower with applicable law pertaining to the Project or with the terms and conditions of the WIFIA Loan Agreement; (3) fails to observe or comply with any applicable law, or any term or condition of the WIFIA Loan Agreement; (4) fails to satisfy the conditions set forth in Section 4 (*Disbursement Conditions*) and Section 11(b) (*Conditions Precedent to Disbursements*) of the WIFIA Loan Agreement; or (5) fails to deliver Eligible Project Costs Documentation satisfactory to the WIFIA Lender at the times and in the manner specified by the WIFIA Loan Agreement; provided, that in such case of sub-clause (5) above, the WIFIA Lender may, in its sole discretion, partially approve a Requisition in respect of any amounts for which adequate Eligible Project Costs Documentation has been provided and may, in its sole discretion, disburse in respect of such properly documented amounts. The WIFIA Lender will notify the Borrower of any withholding, and the reasons therefor.

(d) A Requisition may be rejected in whole or in part by the WIFIA Lender if it is: (i) submitted without signature; (ii) submitted under signature of a Person other than a Borrower's Authorized Representative; (iii) submitted after prior Disbursement of all proceeds of the WIFIA Loan; or (iv) submitted without adequate Eligible Project Costs Documentation. The WIFIA Lender will notify the Borrower of any Requisition so rejected, and the reasons therefor. Any Requisition rejected for the reasons specified under this paragraph (d) must be resubmitted in proper form in order to be considered for approval.

SCHEDULE V

REPORTING REQUIREMENTS

PART A. Updated Financial Model/Plan.

The Borrower shall provide to the WIFIA Lender, not later than two hundred seventy (270) days after the end of each Borrower Fiscal Year, an Updated Financial Model/Plan. The Updated Financial Model/Plan shall reflect the Borrower's reasonable expectations, using assumptions that the Borrower believes to be reasonable, and include: (a) the Borrower's capital improvement plan, major maintenance plan, projected rates and charges, projected debt outstanding and annual debt service, projected Revenues and projected Operating Expenses for a reasonable projection period consistent with the Borrower's operating and financial planning and demonstrating that the Borrower has developed and identified adequate revenues to implement a plan for operating, maintaining, and repairing the Project; (b) evidence of compliance with the Rate Covenant for the most recent Borrower Fiscal Year for which the Borrower's Financial Statements are available and the projected debt service coverage ratios (including projected Rate Covenant coverages) through the Forecast Period; and (c) a written narrative identifying any material changes to the underlying assumptions from the previous Updated Financial Model/Plan.

PART B. Annual Financial Statements.

The Borrower shall deliver to the WIFIA Lender, as soon as available, but no later than one hundred eighty (180) days after the end of each Borrower Fiscal Year, a copy of the audited income statement and balance sheet of the Borrower as of the end of such Borrower Fiscal Year and the related audited statements of operations and of cash flow of the Borrower for such Borrower Fiscal Year, (a) setting forth in each case in comparative form the figures for the previous fiscal year, (b) certified without qualification or exception, or qualification as to the scope of the audit, by an independent public accounting firm selected by the Borrower and (c) which shall be complete and correct in all material respects and shall be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein (except, with respect to the annual financial statements, for changes approved or required by the independent public accountants certifying such statements and disclosed therein).

PART C. Construction Monitoring.

(a) The WIFIA Lender shall have the right in its sole discretion to monitor (or direct its agents to monitor) the development of the Project, including environmental compliance, design, and construction of the Project. The Borrower shall be responsible for administering construction oversight of the Project in accordance with applicable federal, state and local governmental requirements. The Borrower agrees to cooperate in good faith with the WIFIA Lender in the conduct of such monitoring by promptly providing the WIFIA Lender with such reports, documentation or other information as shall be requested by the WIFIA Lender or its agents, including any independent engineer reports, documentation or information.

(b) Construction Monitoring Report. During the period beginning from the first quarter following bid advertisement of the first Construction Contract for the Project, through and

until Substantial Completion of the Project, the Borrower shall furnish to the WIFIA Lender, on a quarterly basis, the Construction Monitoring Report. The report shall be delivered to the WIFIA Lender within thirty (30) days of the end of each such quarter (or if such day is not a Business Day, on the next following Business Day). If the then-current projection for the Substantial Completion Date is a date different than the Projected Substantial Completion Date, the Borrower shall provide in the Construction Monitoring Report a description in reasonable detail to the reasonable satisfaction of the WIFIA Lender of the reasons for such projected delay or difference. The Projected Substantial Completion Date shall automatically be adjusted to the new date specified by the Borrower in the Construction Monitoring Report unless the WIFIA Lender objects to the adjustment in writing to the Borrower within sixty (60) days following receipt of such Construction Monitoring Report on the basis that such report does not demonstrate the matters specified in this paragraph.

(c) Quarterly Certification of Eligible Project Costs. If requested by the WIFIA Lender, on a basis not more frequently than quarterly, the Borrower shall submit to the WIFIA Lender, concurrently with the delivery of the Construction Monitoring Report, a certificate, in the form of **Exhibit E** (*Form of Certification of Eligible Project Costs Documentation*), signed by the Borrower's Authorized Representative, and attaching Eligible Project Costs Documentation as applicable. If there are no applicable Eligible Project Costs for such quarter, the Borrower may notify the WIFIA Lender by written confirmation of the same by email in accordance with Section 31 (*Notices*) of the WIFIA Loan Agreement. Within sixty (60) days following the receipt of such certificate and accompanying Eligible Project Costs Documentation (if applicable), the WIFIA Lender shall notify the Borrower confirming (i) which Eligible Project Costs incurred by the Borrower set forth in the certification have been approved or denied (and, if denied, the reasons therefor) and (ii) the cumulative amount of Eligible Project Costs that have been approved as of the date of such notice. Any such approved amounts of Eligible Project Costs shall then be deemed to be available for Disbursement at such time as the Borrower submits a Requisition in respect of such approved amounts in accordance with Section 4 (*Disbursement Conditions*).

(d) Final Specifications. The Borrower shall deliver to the WIFIA Lender, prior to bid advertisement for the Project (including each sub-project or component, if applicable), a copy of the final specifications relating to the development and construction of the Project (or such sub-project or component, as the case may be), demonstrating compliance with all applicable federal requirements and including a summary of the scope of work thereunder.

PART D. Public Benefits Report.

The Borrower shall deliver to the WIFIA Lender the Public Benefits Report (a) no later than thirty (30) days prior to the Effective Date, (b) within ninety (90) days following the Substantial Completion Date and (c) within ninety (90) days following the fifth (5th) anniversary of the Substantial Completion Date. The Borrower agrees that information described in the Public Benefits Report may be made publicly available by the WIFIA Lender at its discretion.[1]

[1] This report must be provided by the Borrower at the dates specified and in the form of Exhibit C. This requirement is monitored by the Office of Inspector General and cannot be removed/altered. See WIFIA guidance on outcomes, benefits and measures for further details.

PART E. Notices.

(a) The Borrower shall, within fifteen (15) days (or such other time as may be specified below) after the Borrower learns of the occurrence, give the WIFIA Lender notice of any of the following events or receipt of any of the following notices, as applicable, setting forth details of such event:

(i) Substantial Completion: the occurrence of Substantial Completion, such notice to be provided in the form set forth in **Exhibit G** (*Form of Certificate of Substantial Completion*);

(iii) Defaults; Events of Default: any Default or Event of Default;

(iv) Litigation: (1) the filing of any litigation, suit or action, or the commencement of any proceeding, against the Borrower before any arbitrator, Governmental Authority, alternative dispute resolution body, or other neutral third-party, that could reasonably be expected to have a Material Adverse Effect, and (2) any final, non-appealable judgment related to the Pledged Collateral that could reasonably be expected to result in the impairment of (A) the Borrower's ability to comply with any of its payment obligations under the WIFIA Bond or this Agreement or (B) the existence, priority or perfection (if applicable) of the WIFIA Lender's security interest in the Pledged Collateral;

(v) Delayed Governmental Approvals: any failure to receive or delay in receiving any Governmental Approval or making any required filing, notice, recordation or other demonstration to or with a Governmental Authority, in each case to the extent such failure or delay will or could reasonably be expected to result in a delay to any major milestone date (including the Projected Substantial Completion Date) set forth in the Construction Schedule, together with a written explanation of the reasons for such failure or delay and the Borrower's plans to remedy or mitigate the effects of such failure or delay;

(vi) Environmental Notices: any material notice of violation related to the Project or any material change to the Project that could reasonably be expected to affect the NEPA Determination;

(vii) Amendments: except as otherwise agreed by the WIFIA Lender in writing, copies of any fully executed amendments, modifications, replacements or supplements to any Related Document; provided, that such notice may be accomplished through the posting of the relevant documents on EMMA under the WIFIA CUSIP Number with a reference to the relevant WIFIA provision of this Agreement;

(viii) Related Document Defaults: any material breach or default or event of default on the part of the Borrower or any other party under any Related Document; provided that such notice may be accomplished through the posting of the relevant documents on EMMA under the WIFIA CUSIP Number with a reference to the relevant WIFIA provision of this Agreement;

(ix) Uncontrollable Force: the occurrence of any Uncontrollable Force that could reasonably be expected to materially and adversely affect the Project;

(x) Ratings Changes: any change in the rating assigned to the WIFIA Loan or any Obligations, in each case by any Nationally Recognized Rating Agency that has provided a public rating on such indebtedness, and any notices, reports or other written materials (other than those that are ministerial in nature) received from any such rating agencies; provided, that such notice may be accomplished through the posting of the relevant documents on EMMA under the WIFIA CUSIP Number with a reference to the relevant WIFIA provision of this Agreement;

(xi) 2 C.F.R. § 180.350 Notices: any notification required pursuant to 2 C.F.R. § 180.350, whether attributable to a failure by the Borrower to disclose information previously required to have been disclosed or due to the Borrower or any of its principals meeting any of the criteria set forth in 2 C.F.R. § 180.335;

(xii) Issuance of Obligations: copies of any final issuing instrument (together with any continuing disclosure documents, ordinances, official statement, certifications or cash flow projections in connection therewith), prepared in connection with the incurrence of any Permitted Debt (including any Additional Obligations), together with a confirmation by the Borrower that such additional indebtedness satisfies the applicable requirements under the definition of "Permitted Debt"; provided, that such notice may be accomplished through the posting of the relevant documents on EMMA under the WIFIA CUSIP Number with a reference to the relevant WIFIA provision of this Agreement;

(xiii) Postings on EMMA: the posting of any document on EMMA in accordance with the requirements of any continuing disclosure agreement or similar document with respect to any Outstanding Obligations relating to annual financial information and operating data and the reporting of significant events; provided, that such notice may be accomplished through the posting of the relevant document on EMMA under the WIFIA CUSIP Number with a reference to the relevant WIFIA provision of this Agreement;

(xiv) SAM / DUNS: any change in the Borrower's SAM registration status (including any exclusions, expiration or inactive registration) or DUNS Number (including any expiration or change in effectiveness); provided that such notice may be accomplished through the posting of the relevant document on EMMA under the WIFIA CUSIP Number with a reference to the relevant WIFIA provision of this Agreement;

(xv) Reorganization, Consolidation or Merger: the occurrence of any reorganization, consolidation, or merger, together with the agreements and documents authorizing the reorganization, consolidation or merger; and

(xvi) Fiscal Year: any change to or adoption of any fiscal year other than the Initial Borrower Fiscal Year; provided that such notice may be accomplished through

the posting of the relevant document on EMMA under the WIFIA CUSIP Number with a reference to the relevant WIFIA provision of this Agreement; and

(xvii) Other Adverse Events: the occurrence of any other event or condition, including without limitation any notice of breach from a contract counterparty or any holder of any Obligations, that could reasonably be expected to result in a Material Adverse Effect.

(xviii) [Draws on WIFIA Debt Service Reserve Account: the occurrence of any draws on the WIFIA Debt Service Reserve Account to fund payments of interest or principal of the WIFIA Bond when due.]

(b) The Borrower shall, at any time while the WIFIA Loan remains Outstanding, promptly deliver to the WIFIA Lender such additional information regarding the business, financial, legal or organizational affairs of the Borrower or regarding the System, the Project or the System Revenues as the WIFIA Lender may from time to time reasonably request. The Borrower agrees that the delivery of any documents or information under and pursuant to this Agreement shall not be construed as compliance with, or affect in any manner, any obligations of the Borrower under any other contracts, agreements, decrees, Governmental Approvals, or other documents with EPA (other than the WIFIA Loan Documents) or the Federal Government.

SCHEDULE VI

WIFIA LOAN AMORTIZATION SCHEDULE

[*To be attached with final interest rate on the Effective Date*]

EXHIBIT A

FORM OF WIFIA BOND

CITY OF COLUMBIA, TENNESSEE

LONG TERM WATER SUPPLY PROGRAM PROJECT

(WIFIA ID – 19133TN)
WIFIA BOND

Interest Rate	Final Maturity Date	Dated Date	WIFIA CUSIP
[___]%, subject to the Default Rate (as defined and in accordance with the WIFIA Loan Agreement)	**[___]**, subject to adjustment as set forth in the WIFIA Loan Agreement	[___]	[___]

Registered Owner	**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, acting by and through the Administrator of the Environmental Protection Agency**
Maximum Principal Amount	**$[272,487,220] (excluding capitalized interest, if any)**

BORROWER, a municipal government under the laws of the State of Tennessee (the "**Borrower**"), for value received, hereby promises to pay to the order of the **UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**, acting by and through the Administrator of the United States Environmental Protection Agency, or its assigns (the "**WIFIA Lender**"), the lesser of (x) the Maximum Principal Amount set forth above and (y) the aggregate unpaid principal amount of all Disbursements made by the WIFIA Lender (such lesser amount, together with any interest that is capitalized and added to principal in accordance with the provisions of the WIFIA Loan Agreement (as defined below), being hereinafter referred to as the "**Outstanding Principal Sum**"), together with accrued and unpaid interest (including, if applicable, interest at the Default Rate, as defined in the WIFIA Loan Agreement) on the Outstanding Principal Sum and all fees, costs and other amounts payable in connection therewith, all as more fully described in that certain WIFIA Loan Agreement, dated as of the date hereof, between the WIFIA Lender and the Borrower (the "**WIFIA Loan Agreement**"). All capitalized terms used in this WIFIA Bond and not defined herein shall have the meanings set forth in the WIFIA Loan Agreement.

The WIFIA Debt Service hereof shall be payable in the amounts, manner and on the Payment Dates as set forth in the WIFIA Loan Amortization Schedule in accordance with the WIFIA Loan Agreement (which WIFIA Loan Amortization Schedule may be revised from time to time in accordance with the WIFIA Loan Agreement), until paid in full (which Loan Amortization Schedule, as modified from time to time in accordance with the terms of the WIFIA Loan Agreement, is incorporated in and is a part of this WIFIA Bond). The WIFIA Lender is hereby authorized to modify the WIFIA Loan Amortization Schedule from time to time to reflect the amount of each Disbursement made thereunder and the date and amount of principal or interest paid by the Borrower thereunder and otherwise in accordance with the terms of the WIFIA Loan Agreement. Absent manifest error, the WIFIA Lender's determination of such matters as set forth on the WIFIA Loan Amortization Schedule to the WIFIA Loan Agreement shall be conclusive evidence thereof; provided, however, that neither the failure to make any such recordation nor any error in such recordation shall affect in any manner the Borrower's obligations hereunder or under any other WIFIA Loan Document.

Payments hereon are to be made in accordance with Section 8(b) (*Manner of Payment*) and Section 31 (*Notices*) of the WIFIA Loan Agreement as the same become due. Principal of and interest on this WIFIA Bond shall be made in Dollars and in immediately available funds (without counterclaim, offset or deduction). Any payment in respect of the WIFIA Bond shall be treated as a payment in respect of the WIFIA Loan and any prepayment of principal in respect of the WIFIA Loan shall be treated as a redemption in respect of the WIFIA Bond. If the Final Maturity Date is adjusted in accordance with the WIFIA Loan Agreement, the due date of this WIFIA Bond shall be deemed to be amended to change the due date to such revised Final Maturity Date without any further action required on the part of the Borrower or the WIFIA Lender and such amendment shall in no way amend, modify or affect the other provisions of this WIFIA Bond without the prior written agreement of the WIFIA Lender. Any such amendment shall be reflected in a revised Loan Amortization Schedule.

This WIFIA Bond has been executed under and pursuant to the WIFIA Loan Documents and is issued to evidence the obligation of the Borrower under the WIFIA Loan Documents to repay the loan made by the WIFIA Lender and any other payments of any kind required to be paid by the Borrower under the WIFIA Loan Agreement or the other WIFIA Loan Documents referred to therein. Reference is made to the WIFIA Loan Agreement for all details relating to the Borrower's obligations hereunder.

Payment of the obligations of the Borrower under this WIFIA Bond is secured pursuant to the Resolution. This WIFIA Bond is a Bond (as such term is defined in the Resolution), entitled to all of the benefits of a Bond under the Resolution. The Lien on the Pledged Collateral securing this WIFIA Bond for the benefit of the WIFIA Lender is (i) on a parity in right of payment and right of security to the Lien on the Pledged Collateral in favor of the Senior Obligations and (b) senior in right of payment and right of security to the Lien on the Pledged Collateral in favor of the Subordinated Obligations.

This WIFIA Bond may be prepaid at the option of the Borrower in whole or in part (and, if in part, the principal installments and amounts thereof to be prepaid are to be determined in accordance with the WIFIA Loan Agreement; provided, however, such prepayments shall be in

principal amounts of at least $1,000,000 or any integral multiple of $1 in excess thereof), without penalty or premium, and otherwise in accordance with the WIFIA Loan Agreement.

Any delay on the part of the WIFIA Lender in exercising any right hereunder shall not operate as a waiver of any such right, and any waiver granted with respect to one default shall not operate as a waiver in the event of any subsequent default.

All acts, conditions and things required by the Constitution and laws of the State to happen, exist, and be performed precedent to and in the issuance of this WIFIA Bond have happened, exist and have been performed as so required. This WIFIA Bond is issued with the intent that the federal laws of the United States of America shall govern its construction to the extent such federal laws are applicable and the internal laws of the State shall govern its construction to the extent such federal laws are not applicable.

IN WITNESS WHEREOF, BORROWER has caused this WIFIA Bond to be executed in its name and its seal to be affixed hereto and attested by its duly authorized officer, all as of the Effective Date set forth above.

CITY OF COLUMBIA, TENNESSEE,
by its authorized representative

(SEAL)

By:_____
Name:
Title:

ATTEST:

By:_____
Name:
Title:

CERTIFICATE OF AUTHENTICATION

This WIFIA Bond is the WIFIA Bond described in the within-mentioned Resolution.

[NAME OF AUTHORIZING OFFICER]

By: _____
Authorized Signer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the Undersigned hereby unconditionally sells, assigns and transfers unto

(*Please Insert Social Security or other identifying number of Assignee(s)*):

the within WIFIA Bond and all rights thereunder.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within note in every particular, without alteration or enlargement or any change whatever.

EXHIBIT B

FORM OF CLOSING CERTIFICATE

Reference is made to that certain WIFIA Loan Agreement, dated as of [_____], 2025 (the "**WIFIA Loan Agreement**"), by and among City of Columbia, Tennessee (the "**Borrower**") and the United States Environmental Protection Agency, acting by and through the Administrator (the "**WIFIA Lender**"). Capitalized terms used in this certificate and not defined shall have the respective meanings ascribed to such terms in the WIFIA Loan Agreement.

In connection with Section 11(a) (*Conditions Precedent to Effectiveness*) of the WIFIA Loan Agreement, the undersigned, as the Borrower's Authorized Representative, does hereby certify on behalf of the Borrower and not in his/her personal capacity, as of the date hereof:

(a) pursuant to Section 11(a)(v) of the WIFIA Loan Agreement, attached hereto as Annex A is an incumbency certificate that lists all persons, together with their positions and specimen signatures, who are duly authorized by the Borrower to execute the WIFIA Loan Documents to which the Borrower is or will be a party, and who have been appointed as a Borrower's Authorized Representative in accordance with Section 21 (*Borrower's Authorized Representative*) of the WIFIA Loan Agreement;

(b) pursuant to Section 11(a)(ii) of the WIFIA Loan Agreement, the Borrower has delivered to the WIFIA Lender copies of (i) the Resolution, together with any amendments, supplements, waivers or modifications thereto and (ii) any Related Document with respect to which all or a portion of the proceeds are or will be applied to fund all or any portion of Total Project Costs, in each case that has been entered into on or prior to the Effective Date, and each such document is complete, fully executed, and in full force and effect, and all conditions contained in the Related Documents that are necessary to the closing of the WIFIA transaction contemplated hereby (if any) have been fulfilled;

(c) pursuant to Section 11(a)(v)(A) of the WIFIA Loan Agreement, (i) the maximum principal amount of the WIFIA Loan (excluding any capitalized interest), together with the amount of any other credit assistance provided under the Act to the Borrower, does not exceed forty-nine percent (49%) of reasonably anticipated Eligible Project Costs; (ii) the aggregate amount of Eligible Project Costs previously incurred prior to the Effective Date does not exceed fifty-one percent (51%) of Eligible Project Costs; and (iii) the total federal assistance provided to the Project, including the maximum principal amount of the WIFIA Loan (excluding any capitalized interest), does not exceed eighty percent (80%) of Total Project Costs;

(d) pursuant to Section 11(a)(v)(B) of the WIFIA Loan Agreement, the Borrower is in compliance with NEPA and any applicable federal, state or local environmental review and approval requirements with respect to the Project;

(e) pursuant to Section 11(a)(v)(C) of the WIFIA Loan Agreement, the Borrower has (i) obtained a FEIN, as evidenced by the Borrower's W-9 which is attached hereto as Annex B-1, a UEI Number, in each case as set forth on Part A of Schedule I (*WIFIA Loan Specific Terms*) to the WIFIA Loan Agreement, and (ii) registered with, and obtained confirmation of active SAM registration status, which confirmation is attached hereto as Annex B-2;

(f) pursuant to Section 11(a)(v)(D) of the WIFIA Loan Agreement, the Borrower has obtained the WIFIA CUSIP Number, as set forth on Part A of Schedule I (*WIFIA Loan Specific Terms*) to the WIFIA Loan Agreement, and which confirmation is attached hereto as Annex C;

(g) pursuant to Section 11(a)(v)(E) of the WIFIA Loan Agreement, the representations and warranties of the Borrower set forth in the WIFIA Loan Agreement and in each other WIFIA Loan Document to which the Borrower is a party are true and correct on and as of the date hereof, except to the extent that such representations and warranties expressly relate to an earlier date, in which case such representations and warranties were true and correct as of such earlier date;

(h) pursuant to Section 11(a)(v)(F) of the WIFIA Loan Agreement, no Material Adverse Effect, or any event or condition that could reasonably be expected to have a Material Adverse Effect, has occurred or arisen since the date of the Application; and

(i) pursuant to Section 11(a)(vi) of the WIFIA Loan Agreement, the rating letter delivered to the WIFIA Lender pursuant to such Section 11(a)(vii) has not been reduced, withdrawn or suspended as of the Effective Date.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date first mentioned above.

CITY OF COLUMBIA, TENNESSEE,
by its authorized representative

By: _____
Name:
Title:

ANNEX A TO EXHIBIT B

INCUMBENCY CERTIFICATE

The undersigned certifies that he/she is the [Secretary] of the City of Columbia, Tennessee, a municipal government organized and existing under the laws of Tennessee, (the "**Borrower**"), and as such he/she is authorized to execute this certificate and further certifies that the following persons have been elected or appointed, are qualified, and are now acting as officers or authorized persons of the Borrower in the capacity or capacities indicated below, and that the signatures set forth opposite their respective names are their true and genuine signatures. He/She further certifies that any of the officers listed below is authorized to sign agreements and give written instructions with regard to any matters pertaining to the WIFIA Loan Documents as the Borrower's Authorized Representative (each as defined in that certain WIFIA Loan Agreement, dated as of the date hereof, between the Borrower and the United States Environmental Protection Agency, acting by and through the Administrator):

Name	Title	Signature
[_____]	[_____]	_____
[_____]	[_____]	_____
[_____]	[_____]	_____
[_____]	[_____]	_____
[_____]	[_____]	_____

IN WITNESS WHEREOF, the undersigned has executed this certificate as of this _____ day of [___], 2025.

CITY OF COLUMBIA, TENNESSEE,
by its authorized representative

By: _____
Name:
Title:

EXHIBIT C

FORM OF PUBLIC BENEFITS REPORT

Pursuant to Section 11(a)(vii)) and Part D of Schedule V (*Reporting Requirements*) of the WIFIA Loan Agreement (as defined below), the City of Columbia, Tennessee (the "**Borrower**") is providing this Public Benefits Report in connection with the Long Term Water Supply Program (WIFIA ID – 19133TN). Capitalized terms used in this certificate and not defined shall have the respective meanings ascribed to such terms in the WIFIA Loan Agreement dated on or about the date hereof (the "**WIFIA Loan Agreement**"), between the Borrower and the United States Environmental Protection Agency, acting by and through the Administrator.

Reporting Period: [Prior to the Effective Date][within ninety (90) days following the Substantial Completion Date][within ninety (90) following the fifth (5th) anniversary of the Substantial Completion Date]

(i) The number of total jobs and direct jobs projected to be created by the Project during the period between the Effective Date and the Substantial Completion Date:

WIFIA projects that the Project will create [__] total jobs, of which the Borrower projects [__] will be direct jobs.

(ii) Indicate (yes or no) whether the Project will assist the Borrower in complying with applicable regulatory requirements, and if yes, describe how the project assists with regulatory compliance:

Yes ☐
If yes, additional description: [___]

No ☐

(iii) The Project will assist the Borrower with the following environmental measure:[1]

---

[1] **Internal Note:** Refer to WIFIA Internal Engineering Memo for the appropriate measure specific to the Project. Consult with WIFIA Engineer for questions. Possible measures may include:

[Measure not reported to prevent double-counting of measure.]

[Amount by which the Project will provide new, expanded, more reliable, or more resilient drinking water (measured in MGD capacity at Substantial Completion).]

[Amount by which the Project will provide cleaner and safer drinking water (measured in MGD capacity at Substantial Completion).]

[Number of watermain breaks prevented by the Project (measured in number of breaks per year at Substantial Completion).]

[Number of lead service line replaced by the Project (measured in count at Substantial Completion).]

[Amount by which Project will provide new, expanded, improved, more reliable, more resilient, or more efficient treatment capacity for wastewater treatment (measured in MGD capacity at Substantial Completion).]

[Amount by which Project will provide higher level of treatment at wastewater treatment plants (measured in MGD capacity at Substantial Completion).]

[____].

[Frequency and volume of CSOs events per year eliminated by the Project (measured in gallons and events per year at Substantial Completion).]

[Frequency and volume of CSOs events per year eliminated by the Project (measured in gallons and events per year at Substantial Completion).]

[Number of SSO events per year prevented by the Project (measured in number of SSO events per year at Substantial Completion).]

[Amount by which the Project will increase Class A and Class B biosolids production (measured in Tons annually at Substantial Completion).]

[Amount by which the Project will capture, contain, divert, manage, or treat stormwater runoff (measured in acre-ft per year).]

[The amount by which the Project will increase the volume of water recycled, recharged, or redirected (measured in MGD capacity at Substantial Completion).]

Refer to WIFIA Engineering's memo on Environmental Program Measures Guiding Principles for further details on these measures. Note that the above are measures typical for system credits under WIFIA's base program. Consult with WIFIA engineer for measures for SRF program borrowers.

EXHIBIT D

FORM OF REQUISITION

VIA EMAIL
United States Environmental Protection Agency
1200 Pennsylvania Avenue NW
WJC-E 7334A
Washington, D.C. 20460
Attention: WIFIA Director
Email: WIFIA_Portfolio@epa.gov

Re: Long Term Water Supply Program (WIFIA ID – 19133TN)

Ladies and Gentlemen:

Pursuant to Section 4 (*Disbursement Conditions*) and Schedule IV (*Requisition Procedures*) of the WIFIA Loan Agreement, dated as of [__], 2025 (the "**WIFIA Loan Agreement**"), by and between CITY OF COLUMBIA, TENNESSEE (the "**Borrower**") and the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, acting by and through the Administrator (the "**WIFIA Lender**"), the Borrower hereby requests a Disbursement in the amount set forth below in respect of Eligible Project Costs paid or incurred by the Borrower. Capitalized terms used but not defined herein have the meaning set forth in the WIFIA Loan Agreement.

In connection with this Requisition, the undersigned, as the Borrower's Authorized Representative, hereby represents and certifies the following:

1.	**Project name**	Long Term Water Supply Program
2.	**Borrower name**	City of Columbia, Tennessee
3.	**WIFIA Loan ID**	19133TN
4.	**Borrower UEI Number**	[___]
5.	**Borrower FEIN number**	62-60000269
6.	**Requisition number**	[___]
7.	**Requested Disbursement amount**	$[272,487,220]
8.	**Requested date of Disbursement (the "Disbursement Date")**[1]	[___]
9.	**Total amounts previously disbursed under the WIFIA Loan Agreement**	$[___]
10.	**Wire or ACH transfer instructions (please specify method)**	[___]

[1] Note this should be the actual disbursement date on which the Borrower requests to receive the funds, not the date that this Requisition form is submitted to the WIFIA Lender.

11. As of the date hereof, and immediately after giving effect to the Disbursement of WIFIA Loan proceeds requested under this Requisition, (a) no Default or Event of Default and no event of default under any other Related Document shall have occurred and be continuing and (b) no event that, with the giving of notice or the passage of time or both, would constitute an event of default under any other Related Document, shall have occurred and be continuing.

12. No Material Adverse Effect, or any event or condition that could reasonably be expected to have a Material Adverse Effect, has occurred since the Effective Date.

13. The aggregate amount of all Disbursements (including the requested Disbursement amount under this Requisition but excluding any interest that is capitalized in accordance with the WIFIA Loan Agreement) does not exceed (a) the maximum principal amount of the WIFIA Loan or (b) the amount of Eligible Project Costs paid or incurred by the Borrower.

14. The Eligible Project Costs for which reimbursement or payment is being requested has not been reimbursed or paid by any previous disbursement of (a) WIFIA Loan proceeds or (b) any other source of funding for the Project as identified in the Project Budget.

15. The Borrower, and each of its contractors and subcontractors at all tiers with respect to the Project, has complied with all applicable laws, rules, regulations and requirements, including 40 U.S.C. §§3141-3144, 3146, and 3147 (relating to Davis-Bacon Act requirements) (and regulations relating thereto) and 33 U.S.C. §3914 (relating to American iron and steel products). Supporting documentation, such as certified payroll records and certifications for all iron and steel products used for the Project, are being maintained and are available for review upon request by the WIFIA Lender.

16. The representations and warranties of the Borrower set forth in the WIFIA Loan Agreement and in each other WIFIA Loan Document are true and correct as of the date hereof and as of the Disbursement Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case, such representations and warranties are true and correct as of such earlier date).

17. The Borrower has delivered all required deliverables under and in compliance with the requirements of Schedule V (*Reporting Requirements*), except as has been otherwise agreed by the WIFIA Lender.

18. The amount hereby being requested for Disbursement is with respect to Eligible Project Costs for which [all][a portion][none] of the Eligible Project Costs Documentation was previously submitted to and approved by the WIFIA Lender in accordance with Schedule IV (*Requisition Procedures*) and Schedule V (*Reporting Requirements*) of the WIFIA Loan Agreement. The [following table below][attached excel sheet] sets out a summary of any Eligible Project Costs that have not otherwise been previously submitted to the WIFIA Lender for approval, and supporting Eligible Project Costs Documentation in respect of such new Eligible Project Costs is attached hereto.[2]

[2] See Schedules IV, V and Exhibit E of the WIFIA Loan Agreement for additional details on EPC Documentation.

								WIFIA USE ONLY	
Vendor or Contractor Name[3]	**Invoice Number[4]**	**Invoice Date**	**Payment Date**	**Invoice Amount**	**WIFIA Requested Amount[5]**	**Activity Type[6]**	**Description of Activity[7]**	**Approved Amount**	**Notes**

The undersigned acknowledges that if the Borrower makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Government in connection with the Project, the Government reserves the right to impose on the Borrower the penalties of 18 U.S.C. § 1001, to the extent the Government deems appropriate.

Date: _____

CITY OF COLUMBIA, TENNESSEE,
by its authorized representative

By: _____
Name:
Title:_____

3 If seeking reimbursement for internal costs, enter "**Internally financed activities**."

4 Vendor's number indicated on the invoice sent to the Borrower.

5 If the amount requested for reimbursement by the WIFIA Lender is less than the total amount of the invoice, include an explanation for the difference.

6 Specify whether activity is: (a) **Development phase activity**, which includes planning, preliminary engineering, design, environmental review, revenue forecasting and other pre-construction activities; (b) **Construction**, which includes construction, reconstruction, rehabilitation and replacement activities; (c) **Acquisition of real property**, which includes acquiring an interest in real property, environmental mitigation, construction contingencies and acquisition of equipment; (d) **Carrying costs**, including capitalized interest, as necessary to meet market requirements, reasonably required reserve funds, capital issuance expenses and other carrying costs during construction; (e) **WIFIA fees**, including for application and credit processing; or (f) **Other**, with an explanation in the "Description of Activity" column.

7 Provide a brief description of the activities included in the invoice for which WIFIA funds are being requested and any other notes that will aid in the review of the disbursement request.

EXHIBIT E

FORM OF CERTIFICATION OF ELIGIBLE PROJECT COSTS DOCUMENTATION

VIA EMAIL
United States Environmental Protection Agency
1200 Pennsylvania Avenue NW
WJC-E 7334A
Washington, D.C. 20460
Attention: WIFIA Director
Email: WIFIA_Portfolio@epa.gov

Re: Long Term Water Supply Program (WIFIA ID – 19133TN)

Ladies and Gentlemen:

Pursuant to Part C of Schedule V (*Reporting Requirements*) of the WIFIA Loan Agreement, dated as of [__], 2025 (the "**WIFIA Loan Agreement**"), by and between CITY OF COLUMBIA, TENNESSEE (the "**Borrower**") and the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, acting by and through the Administrator (the "**WIFIA Lender**"), the Borrower hereby presents this certificate in connection with the Borrower's delivery of Eligible Project Costs Documentation to the WIFIA Lender. Capitalized terms used but not defined herein have the meaning set forth in the WIFIA Loan Agreement.

The undersigned does hereby represent and certify the following:

1. This certificate is being delivered to the WIFIA Lender in connection with the Eligible Project Costs during the period between [___] and [___] (the "**Quarterly Period**").

2. A summary of the Eligible Project Costs incurred, invoiced and/or paid (as the case may be) is set out in the [attached excel sheet][table on the following page:]

							WIFIA USE ONLY	
Vendor or Contractor Name[1]	**Invoice Number[2]**	**Invoice Date**	**Payment Date**	**Invoice Amount**	**Activity Type[3]**	**Description of Activity[4]**	**Approved Amount**	**Notes**

3. The anticipated sources of funding for such Eligible Project Costs are [listed below][set forth in the attached excel sheet].

4. Supporting Eligible Project Costs Documentation for the above Eligible Project Costs for the Quarterly Period are also attached hereto.[5]

5. The most recently delivered Construction Monitoring Report delivered in accordance with Part C of Schedule V (*Reporting Requirements*) sets out a summary of the progress of construction of the Project, no change has occurred since the date of such Construction Monitoring Report that could reasonably be expected to cause a Material Adverse Effect, and the Borrower is otherwise in compliance with Part C of Schedule V (*Reporting Requirements*).

Date: _____

CITY OF COLUMBIA, TENNESSEE[6]

By: _____
Name:
Title:_____

1 If the expectation is to seek reimbursement for internal costs, enter "**Internally financed activities**."

2 Vendor's number indicated on the invoice sent to the Borrower.

3 Specify whether activity is: (a) **Development phase activity**, which includes planning, preliminary engineering, design, environmental review, revenue forecasting and other pre-construction activities; (b) **Construction**, which includes construction, reconstruction, rehabilitation and replacement activities; (c) **Acquisition of real property**, which includes acquiring an interest in real property, environmental mitigation, construction contingencies and acquisition of equipment; (d) **Carrying costs**, including capitalized interest on other Project Obligations during construction, as necessary to meet market requirements, reasonably required reserve funds, capital issuance expenses and other carrying costs during construction; (e) **WIFIA fees**, including for application and credit processing; or (f) **Other**, with an explanation in the "Description of Activity" column.

4 Provide a brief description of the activities included in the invoice for which WIFIA funds are being requested and any other notes that will aid in the review of the documentation.

5 See Schedules IV and V of the WIFIA Loan Agreement for additional details on EPC Documentation.

6 To be executed by the Borrower's Authorized Representative.

EXHIBIT F

FORM OF CONSTRUCTION MONITORING REPORT

VIA EMAIL
United States Environmental Protection Agency
1200 Pennsylvania Avenue NW
WJC-E 7334A
Washington, DC 20460
Attn: WIFIA Director
Email: WIFIA_Portfolio@epa.gov

Re: Long Term Water Supply Program (WIFIA ID – 19133TN)

This Construction Monitoring Report for the period of [*insert relevant quarterly period*] (the "**Quarterly Period**") is provided pursuant to Part D of Schedule V (*Reporting Requirements*) of the WIFIA Loan Agreement, dated as of [__], 2025 (the "**WIFIA Loan Agreement**"), by and between CITY OF COLUMBIA, TENNESSEE (the "**Borrower**") and the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, acting by and through the Administrator of the Environmental Protection Agency (the "**WIFIA Lender**"). Unless otherwise defined herein, all capitalized terms in this Construction Monitoring Report have the meanings assigned to those terms in the WIFIA Loan Agreement.

1. **Project Status**. Provide a narrative summary of the Project's construction progress during the Quarterly Period, including with respect to the Project components or sub-projects where appropriate. Complete the table in Appendix A to update the Project scope, schedule, and costs with the latest information.

2. **Current Projected Substantial Completion Date**: | |

If the current Projected Substantial Completion Date differs than the date set forth in the Construction Monitoring Report most recently delivered to the WIFIA Lender (or, if no such report has yet been provided, the date of the Projected Substantial Completion Date set forth in the WIFIA Loan Agreement as of the Effective Date), provide a description in reasonable detail for such projected delay or difference:

3. **Material Problems (if any)**

Note any problems encountered or anticipated during the construction of the Project during the Quarterly Period that (1) impedes Project completion within the scope, costs,

and schedule outlined in the WIFIA Loan Agreement or (2) relates to unforeseen complications in connection with the construction of the Project. This may include commissioning/start-up issues, constructability issues for the Project as planned, adverse impacts to Project surroundings, changes in or issues with meeting environmental or federal compliance requirements, and unanticipated or abnormal permit approval timelines. Include an assessment of the impact and any current plans to address the problems.

4. Other Matters Related to the Project (if applicable)

Date: _____

CITY OF COLUMBIA, TENNESSEE

By: _____
Name: _____
Title: _____

APPENDIX A[1]

Project Scope		Project Schedule						Project Costs		
Project Component	Completed (Y/N)	Contract/ Vendor	Bid Advertisement Date	Contract Award Date	NTP Effective Date	Original Substantial Completion Date	Estimated Substantial Completion Date	Original Contract Amount	Estimated Costs to Complete	Costs Earned or Paid to Date
Total										

Table Definitions:
Project Component – project name or ID as tracked by the borrower
Complete (Y/N) – indication that project is complete, and no additional updates will be provided
Description (program of projects only) – brief overview of scope of work for the project component.
Location (program of projects only) – physical project boundaries
Covered by existing NEPA? (program of projects only) – refer to the environmental review documents that is the basis for the NEPA finding. Is the project within the geographic scope and scope of activities described in the documents?

Contract/Vendor – the contract identifier and contractor that is/will be completing the project construction.
Bid Advertisement Date – the date the bid was advertised
Contract Award date – the date the contract was awarded
NTP Effective date – the effective date to proceed with the construction in the Notice to Proceed
Original Substantial Completion Date – the substantial completion date for the given project as noted in the original contract award
Estimated Substantial Completion Date – the latest date estimate for substantial completion for the given project component

Original Contract Amount – the original contract award amount
Estimated Costs to Complete – the latest cost estimates to complete the given project component
Costs Earned or Paid to Date – the latest incurred contract costs for the given project component
Total – Total the cost amounts across all project components and contracts

[1] Appendix A summarizes all project components that will be bid in the next quarter, are currently under construction, or have completed construction. It should be a cumulative list of projects that is updated each quarter. A Microsoft Excel spreadsheet with similar table format is acceptable.

EXHIBIT G

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

[*Letterhead of Borrower*]

[*Date*]

VIA EMAIL
United States Environmental Protection Agency
1200 Pennsylvania Avenue NW
WJC-E 7334A
Washington, DC 20460
Attn: WIFIA Director
Email: WIFIA_Portfolio@epa.gov

Project: Long Term Water Supply Program (WIFIA ID – 19133TN)

Dear Director:

This Notice is provided pursuant to Part E of Schedule V (*Reporting Requirements*) of that certain WIFIA Loan Agreement (the "**WIFIA Loan Agreement**"), dated as of [__], 2025 by and between CITY OF COLUMBIA, TENNESSEE (the "**Borrower**") and the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, acting by and through its Administrator (the "**WIFIA Lender**").

Unless otherwise defined herein, all capitalized terms in this certificate have the meanings assigned to those terms in the WIFIA Loan Agreement.

I, the undersigned, in my capacity as the Borrower's Authorized Representative and not in my individual capacity, do hereby certify to the WIFIA Lender that:

(a) the Project has satisfied each of the requirements for Substantial Completion set forth in the Construction Contracts;

(b) Substantial Completion has been declared under each of the relevant Construction Contracts and copies of the notices of Substantial Completion under such agreements are attached to this certification;

(c) Substantial Completion, as defined in the WIFIA Loan Agreement, has been achieved and the Substantial Completion Date is [__]; and

(d) The total federal assistance provided to the Project, including the maximum principal amount of the WIFIA Loan (excluding any interest that is capitalized in accordance with the terms hereof), does not exceed eighty percent (80%) of Total Project Costs.

CITY OF COLUMBIA, TENNESSEE,
by its authorized representative

By: _____
Name:

Title:

EXHIBIT H-1

OPINIONS REQUIRED FROM GENERAL COUNSEL TO BORROWER[1]

An opinion of the counsel of the Borrower, dated as of the Effective Date, to the effect that:

(a) the Borrower is duly formed, validly existing, and in good standing under the laws of the jurisdiction of its organization;

(b) the Borrower has all requisite power and authority to conduct its business and to execute and deliver, and to perform its obligations under the WIFIA Loan Documents to which it is a party;

(c) the execution and delivery by the Borrower of, and the performance of its respective obligations under, the WIFIA Loan Documents to which it is a party, have been duly authorized by all necessary organizational or regulatory action, and other than the Borrower's Organizational Documents and the Resolution Documents, no further instruments or documents are necessary for the Borrower to execute and deliver, and to perform its obligations under, the WIFIA Loan Documents to which it is a party and to consummate and implement the transactions contemplated by the WIFIA Loan Documents;

(d) the Borrower has duly executed and delivered each WIFIA Loan Document to which it is a party and each such WIFIA Loan Document constitutes the legal, valid and binding obligation of such party; enforceable against such party in accordance with their respective terms;

(e) no authorization, consent, or other approval of, or registration, declaration or other filing with any governmental authority of the United States of America or of the State is required on the part of the Borrower for the execution and delivery by such party of, and the performance of such party under, any WIFIA Loan Document to which it is a party other than authorizations, consents, approvals, registrations, declarations and filings that have already been timely obtained or made by the Borrower;

(f) the execution and delivery by the Borrower of, and compliance with the provisions of, the WIFIA Loan Documents to which it is a party in each case do not (i) violate the Organizational Documents of the Borrower, (ii) violate the law of the United States of America or of the State or (iii) conflict with or constitute a breach of or default under any material agreement or other instrument known to such counsel to which the Borrower is a party, or to the best of such counsel's knowledge, after reasonable review, any court order, consent decree, statute, rule, regulation or any other law to which the Borrower is subject;

(g) the Borrower is not an investment company required to register under the Investment Company Act of 1940, as amended; and

(h) to the knowledge of such counsel after due inquiry, there are no actions, suits, proceedings or investigations against the Borrower by or before any court, arbitrator or any other Governmental Authority in connection with the Related Documents or the System (including the Project) that are pending.

---

[1] Certain of the opinions described in this exhibit (e.g. enforceability of the WIFIA Bond, no conflicts with laws) may be addressed in the bond counsel opinion in addition to or in lieu of the opinion of counsel to the Borrower.

EXHIBIT H-2

OPINIONS REQUIRED FROM BOND COUNSEL TO BORROWER

An opinion of bond counsel, dated as of the Effective Date, to the effect that:

(a) The Borrower has been duly created and validly exists as a municipal government of the State under and pursuant to the laws of the State (including the [*Borrower enabling legislation*] as amended to the date hereof) (the "**Borrower Act**"), with good right and power to issue the WIFIA Bond.

(b) The Borrower has the right and power under the laws of the State, including the Borrower Act, to enter into the Resolution Documents, the WIFIA Loan Documents and the WIFIA Bond, and each has been duly authorized, executed and delivered by the Borrower, is in full force and effect, and constitutes a legal, valid and binding agreement of the Borrower enforceable against the Borrower in accordance with its respective terms and conditions.

(c) the WIFIA Bond (i) is secured by the Pledged Collateral, (ii) is a Bond entitled to the benefits of a Bond under the Resolution, (iii) is enforceable under the laws of the State without any further action by the Borrower or any other Person, and (iv) ranks pari passu in right of payment and right of security with all Senior Obligations and are senior in right of payment and right of security to all Subordinated Obligations;

(d) the Resolution creates the valid and binding assignment and pledge of the Pledged Collateral to secure the payment of the principal of, interest on, and other amounts payable in respect of, the WIFIA Bond, irrespective of whether any party has notice of the pledge and without the need for any physical delivery, recordation, filing or further act;

(e) all actions by the Borrower that are required for the application of Revenues as required under the Resolution and under the WIFIA Loan Agreement have been duly and lawfully made;

(f) the Borrower has complied with the requirements of State law to lawfully pledge the Pledged Collateral and use the Revenues as required by the terms of the Resolution and the WIFIA Loan Agreement;

(g) the Borrower is not eligible to be a debtor in either a voluntary or involuntary case under the United States Bankruptcy Code; and

(h) the Borrower is not entitled to claim governmental immunity in any breach of contract action under the WIFIA Loan Agreement or the WIFIA Bond or under the Resolution Documents.

49620760.1

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Lauryn Shockey, Engineering Associate, LShockey@columbiatn.gov, 931-560-1529

AGENDA ITEM TITLE: RESOLUTION NO. 26-23 - A RESOLUTION TO ACCEPT THE PUBLIC STREETS AND DRAINAGE IMPROVEMENTS SERVING ARLINGTON HEIGHTS SUBDIVISION, PHASE 1 SECTION 2, AND PHASE 2 SECTION 2 FOR OWNERSHIP AND MAINTENANCE.

RECOMMENDATION: Approve Resolution No. 26-23

INFORMATION: This Resolution refers to the acceptance of public streets and drainage improvements serving Arlingtin Heights Subdivision, Phase 1 Section 2, and Phase 2 Section 2 for ownership and maintenance in the City of Columbia. The Engineering Division has made inspections and recommends the acceptance of the public streets and drainage improvements.

CERTIFICATION:

ATTACHMENTS: Resolution 26-23, Final Acceptance Request and Final Plat for Arlington Heights Subdivision, Phase 1 Section 2 and Phase 2 Section 2.

A RESOLUTION TO ACCEPT THE PUBLIC STREETS AND DRAINAGE IMPROVEMENTS IN ARLINGTON HEIGHTS SUBDIVISION, PHASE 1 SECTION 2 AND PHASE 2 SECTION 2 FOR OWNERSHIP AND MAINTENANCE

WHEREAS, The City of Columbia, has been requested to accept the public streets and drainage improvements in Arlington Heights Subdivision, Phase 1 Section 2, and Phase 2 Section 2, for ownership and maintenance; and

WHEREAS, the City of Columbia has inspected said streets and drainage improvements and has determined that said public streets and drainage improvements in the Arlington Heights Subdivision, Phase 1 Section 2, and Phase 2 Section 2 meet the requirements imposed by the City of Columbia.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that the City of Columbia does hereby accept the ownership and maintenance of said streets and drainage improvements located in the Arlington Heights Subdivision, Phase 1 Section 2, and Phase 2 Section 2

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 9th day of April, 2026.

_____

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

_____

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

_____

JAKE HUBBELL, CITY ATTORNEY

January 7, 2025

City of Columbia Tennessee
Mr. Glenn Harper
City Engineer
700 North Garden St.
Columbia, TN 38401

RE: Arlington Heights Phase 1, Section 2

Dear Mr. Harper:

This letter is intended to serve as our request for preliminary acceptance of Arlington Heights, Phase 1, Section 2.

Please advise if anything further is required.

Best regards,

Tim Montrose

Tim Montrose
Arlington Heights General Partnership

January 7, 2025

City of Columbia Tennessee
Mr. Glenn Harper
City Engineer
700 North Garden St.
Columbia, TN 38401

RE: Arlington Heights Phase 2, Section 2

Dear Mr. Harper:

This letter is intended to serve as our request for preliminary acceptance of Arlington Heights, Phase 2, Section 2.

Please advise if anything further is required.

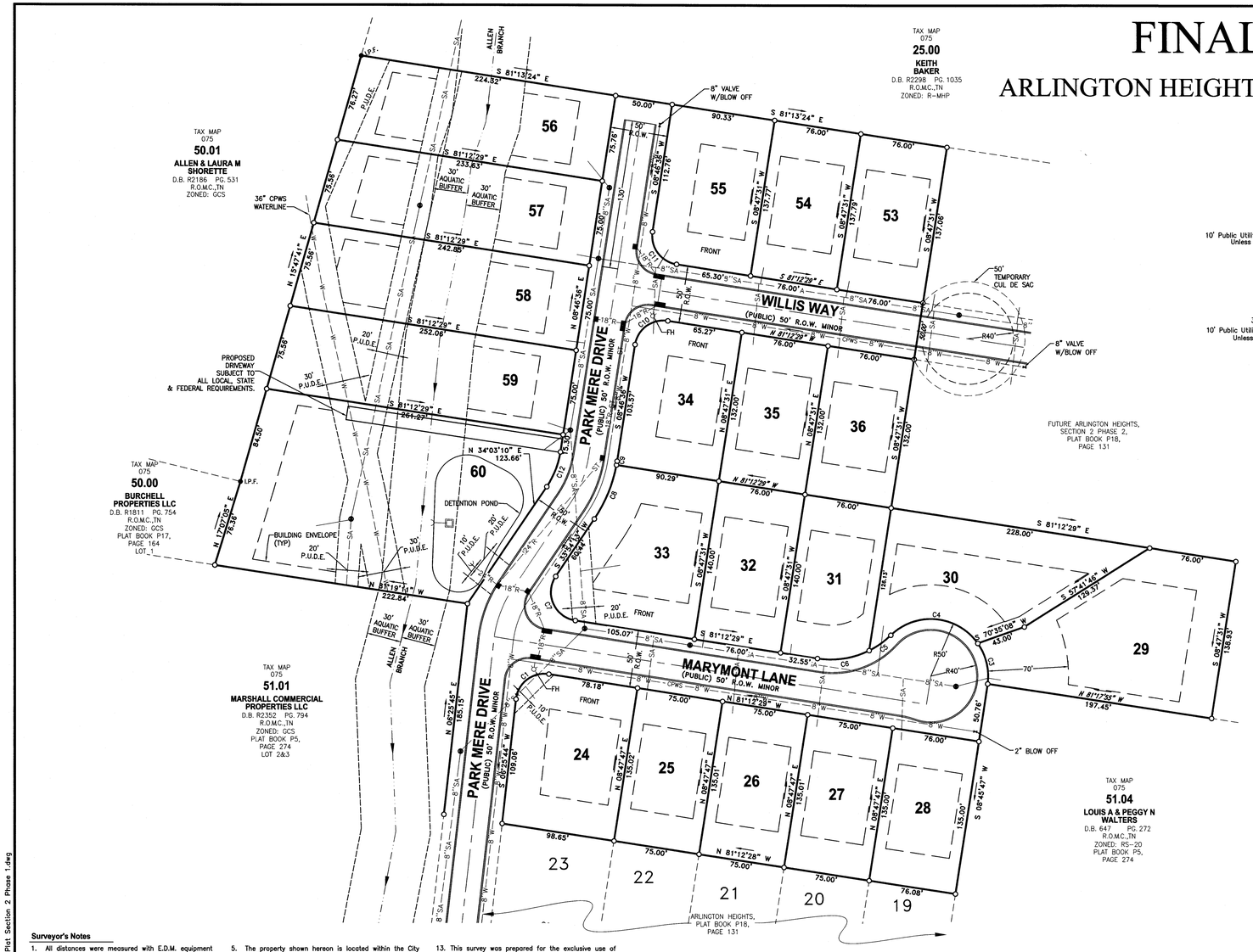
Best regards,

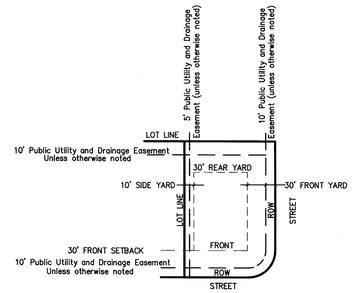
Tim Montrose

Tim Montrose
Arlington Heights General Partnership

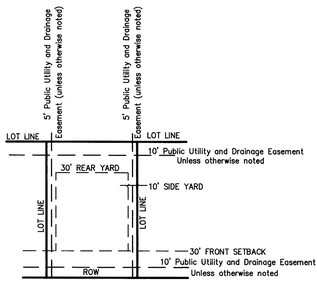
FINAL PLAT

ARLINGTON HEIGHTS PHASE 1, SECTION 2



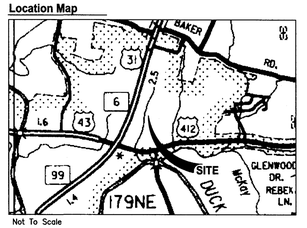


ARLINGTON HEIGHTS TYPICAL CORNER LOT LAYOUT
NOT TO SCALE



ARLINGTON HEIGHTS TYPICAL LOT LAYOUT
NOT TO SCALE

Location Map



PARCEL NUMBER:	TAX MAP 075, PCL 50.02 DEED BOOK: R2366, PAGE 999
PARCEL ADDRESS:	NASHVILLE HWY COLUMBIA, TENNESSEE 38401
EXISTING ZONING:	RS-10, Low Density Residential
BUILDING SETBACKS:	FRONT - 30', SIDE - 10', REAR - 30'
ACREAGE OF PARCEL:	±8.66 ACRE (377,151 SQFT) TOTAL ±1.62 ACRE (70,588 SQFT) IN RIGHT OF WAY DEDICATION
PROPERTY OWNER:	ARLINGTON HEIGHTS GENERAL PARTNERSHIP 3122 DUPLEX ROAD SPRING HILL, TN 37174
DENSITY:	2.42 LOTS/ACRE

PURPOSE NOTE:
The purpose of this final plat is to create 21 single family lots.

STORMWATER MANAGEMENT AGREEMENT:
RECORDED: 10/15/2007
DEED BOOK: R2010 PAGE: 238-240

Curve Table

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	40.30'	25.00'	92°21'47"	N 52°36'38" E	36.08'
C3	37.51'	50.04'	42°58'52"	N 13°34'27" W	36.64'
C4	86.64'	50.00'	99°16'52"	N 84°41'51" W	76.20'
C5	23.61'	75.00'	17°43'41"	S 54°31'31" W	23.11'
C6	46.34'	75.00'	35°24'07"	S 81°05'28" W	45.61'
C7	50.23'	25.00'	115°08'42"	N 23°39'08" W	42.20'
C8	51.40'	125.00'	23°33'36"	N 22°07'25" E	51.04'
C9	3.42'	125.00'	1°34'01"	N 09°33'36" E	3.42'
C10	39.28'	25.00'	90°00'56"	N 53°47'03" E	35.36'
C11	39.26'	25.00'	89°59'04"	N 36°12'57" W	35.35'
C12	32.89'	75.00'	25°07'38"	N 21°20'24" E	32.63'

LOT AREA TABLE

LOT	SQ. FT.	ACRES
24	13,548	0.31
25	10,126	0.23
26	10,126	0.23
27	10,125	0.23
28	10,265	0.25
29	21,379	0.49
30	16,979	0.39
31	10,447	0.24
32	10,640	0.24
33	15,463	0.35
34	11,780	0.27
35	10,032	0.23
36	10,032	0.23
53	10,473	0.24
54	10,472	0.24
55	12,307	0.28
56	17,340	0.40
57	17,868	0.41
58	18,559	0.43
59	19,250	0.44
60	39,398	0.90

CERTIFICATE OF OWNERSHIP AND DEDICATION
I(we) hereby certify that I am(we are) the owner(s) of the property shown and described hereon as evidenced by deed of record in Deed Book R2366 Page 999, in the Maury County Registers Office, and that I(we) adopt this plan of subdivision with my (our) free consent and establish the minimum building restriction lines.
Date: 6-15-17 Owner: Arlington Heights

CERTIFICATE OF APPROVAL OF STREETS, DRAINAGE, STREET SIGNS, AND UTILITIES
I hereby certify that the streets, drainage, and utilities designated in Arlington Heights have been installed in accordance with City Specifications, or a performance bond in the amount of $ 106,000 for streets and drainage has been posted with the City of Columbia, Tennessee, to assure completion of such improvements.
Date: 6/26/17 City Engineer, Columbia, Tennessee

CERTIFICATE OF APPROVAL FOR SUBDIVISION NAMES AND STREET NAMES
Subdivision and street names approved by the Maury County Emergency Communication.
Date: 6/22/17 Maury County E-911, Columbia, Tennessee

CERTIFICATE OF APPROVAL OF PUBLIC SEWER SYSTEM
I hereby certify that the sewer system(s) outline or indicated on the final subdivision plat entitled Arlington Heights has/have been installed in accordance with current local and state government requirements, or a sufficient bond or other surety has been filed to guarantee said installation.
Date: 6/20/17 Name, Title, and Agency by Authorized Approving Agent

CERTIFICATE OF APPROVAL OF WATER SYSTEM
I hereby certify that the water system(s) outline or indicated on the final subdivision plat entitled Arlington Heights has/have been installed in accordance with current local and state government requirements, or a sufficient bond or other surety has been filed to guarantee said installation.
Date: 6/22/2017 Name, Title, and Agency by Authorized Approving Agent

CERTIFICATE OF COMPLIANCE
I hereby certify that the subdivision shown hereon has been found to comply with the City of Columbia, Tennessee, Subdivision Regulations and other adopted ordinances and policies
Date: 6/26/17 Enforcing Officer for the City of Columbia Subdivision Regulations

CERTIFICATE OF APPROVAL FOR RECORDING
I hereby certify that the subdivision plat shown hereon has been found to comply with the City of Columbia Subdivision Regulations, with the exception of such variances, if any, as are noted in the minutes of the Planning Commission, and that it has been approved for recording in the Office of the County Register.
Date: 6/23/17 Secretary City of Columbia Planning Commission

SURVEYOR'S CERTIFICATION (TENNESSEE)
I hereby certify that this is a Category "I" survey and the ratio of precision of the unadjusted survey is greater than 1:10,000 as shown hereon, this survey was done in compliance with current Tennessee Minimum Standards of Practice.
Date: 6/15/17 Allen B. O'Leary, TN RLS #1987

OPEN SPACE NOTE:
ALL OPEN SPACE AREA IS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION, CREATED FOR THE PURPOSE OF MAINTAINING ALL COMMON OPEN SPACE AND GROUNDS INCLUDING THE DETENTION AREAS SHOWN ON THIS PLAT.

06/26/2017 - 03:49 PM
17009559
1 PGS:AL-PLAT
JANE BATCH: 187919
PLAT BOOK: P21
PAGE: 243
REC FEE 15.00
DP FEE 2.00
TOTAL 17.00
STATE OF TENNESSEE, MAURY COUNTY
JOHN FLEMING
REGISTER OF DEEDS

Register of Deed Recording Stamp

Surveyor's Notes

1. All distances were measured with E.D.M. equipment and have been adjusted for temperature and pressure.
2. The property (Boundary) Line Survey exceeds the minimum requirements of an Urban Land Survey Category 1 as per Standards of Practice adopted by the State Board of Examiners for Land Surveyors for the State of Tennessee, and the precision of the unadjusted survey is greater than 1 foot in 10,000 feet.
3. Information concerning site utility services and appurtenances shown hereon is based on visible evidence noted during the survey, information provided by utility representatives or information shown on original construction plans by other. Information and location of service lines on site should be considered approximate and there may be underground utility lines that are not shown on the survey. Owner(s) and contractor(s) should assume responsibility of locating all underground utility service lines prior to any construction, excavation or any disturbance of the existing ground elevation to avoid hazard of unnecessary expense.
4. Information concerning major utilities or appurtenances shown hereon are based on visible evidence noted during the survey or information provided by utility representatives. Verification of existance, size, location, depth and availability of service should be confirmed by local utility agencies.
5. The property shown hereon is located within the City of Columbia, Maury County, TN. All matters pertaining to construction, use location of improvements, signage, parking, noise, vibration, emissions, fire hazards, radiation, illumination, setback provisions, etc., are subject to the City of Columbia's Zoning Regulation as interpreted and regulated by the Department of Planning and Codes.
6. The area of the parcels are as shown hereon.
7. This property currently identified as Tax Map No. 075 Parcel No. 50.02, Maury County. For designation shown thus ( ) indicates Parcel Numbers for said map.
8. Plat reference: N/A
9. Deed reference: Parcel 50.02 – Book R2366 Page 999
10. Bearings based on: Tennessee State Plane, Fipzone 4100.
11. This drawing was prepared in accordance with our field survey notes. It shows improvements as they exist to the best of our knowledge, but is not guaranteed to be correct in each and every detail.
12. This survey was prepared from current deeds of record and does not represent a title search or a guarantee of title, and is subject to any state of facts a current and accurate search may reveal.
13. This survey was prepared for the exclusive use of the person, persons, or entity, if any, named on the certification hereon. Said certificate does not extend to any unnamed person without an express re-certification by the surveyor naming said person.
14. The certification as provided on this survey, is purely a statement of professional opinion based on knowledge, information and belief, based on existing field evidence and documentary evidence provided by others.
15. The certification is not an expressed or implied warranty or guarantee.
16. This property is not located in a Special Flood Hazard Area as shown on F.E.M.A. Flood Insurance Rate Map, Community Panel No. 47119C0170E, dated April 16, 2007, and shown hereon graphically.
17. All public utility and drainage easements located on proposed lots are to be maintained by the individual property owner for said lot.

Legend

○ IPS	Iron Rod Found	△	Bench Mark	■	Catch Basin	▣	Electric Riser	⌀	Power Pole		Adjoining Property Line
● IPS	Iron Rod Set	▲	Stake Found	■	Curb Inlet	◇	Telephone Riser	⚑	Flag Pole		Subject Property Line
● I.P.F.	Iron Pipe Found	▽	Fire Hydrant	x	Storm Pipe	▣	Telephone Booth	⌖	Guy Wire		Easement Line
● AXLE	Axle Found	●	Water Meter	⊖	Cable Manhole	▣	Gas Meter	♁	Mailbox		Building Setback Line
▭ FCM	Fence Post Concrete Monument Existing	⋈	Water Valve	Ⓔ	Electric Manhole	⊗	Gas Valve	▬	Parking Block		Centerline
O.P.K.F.	PK Nail Found	⊠	Water Reducer	Ⓣ	Telephone Manhole	☆	Light Pole	●	Satellite Dish		Edge of Pavement
O.P.K.S.	PK Nail Set	●	Clean Out	Ⓦ	Water Manhole	⌀	Power Pole	♿	Handicap Parking		Edge of Gravel
●R.R.S.F.	Railroad Spike Found	●	Sanitary Sewer Manhole	Ⓔ	Electric Meter	⊕	Telephone Pole	Ⓦ	Water Spigot		Fence Line
●R.R.S.S.	Railroad Spike Set	●	Storm Sewer Manhole	□	Cable Riser	⊖	Guy Pole	◉	Bollard		Landscape
											Woods / Tree line

	Edge of Water	OHE	Overhead Electric Line
	Ditch / Creek Centerline	OHT	Overhead Telephone Line
	Minor Contour Line	UG	Underground Utility Line
	Index Contour Line	UGC	Underground Cable Line
G	Gas Line	UGE	Underground Electric Line
SA	Sanitary Sewer Line	UGT	Underground Telephone Line
W	Water Line	FM	Forced Main Line
ST	Storm Sewer Line		
OH	Overhead Utility Line		
OHC	Overhead Cable Line		

✳	Evergreen Tree
●	Deciduous Tree
◇	Bush
⚑	Sign

©2017

WES ENGINEERS & SURVEYORS
CIVIL ENGINEERS & LAND SURVEYORS
2486 NASHVILLE HIGHWAY
COLUMBIA, TN 38401
PHONE: (931) 388-2329
www.wesengineers.com

ENGINEERS & SURVEYORS

Client
ARLINGTON HEIGHTS
GENERAL PARTNERSHIP
3122 DUPLEX ROAD
SPRING HILL, TN 37174

ARLINGTON HEIGHTS SUBDIVISION
SEWER AS BUILT
COLUMBIA, TN 38401

REVISIONS	DATE

Drawn: EB
Checked: JC
Approved: AO
Date: 06-05-17

Job. no. 15582
Scale: Vertical: 1"=50' Horizontal:

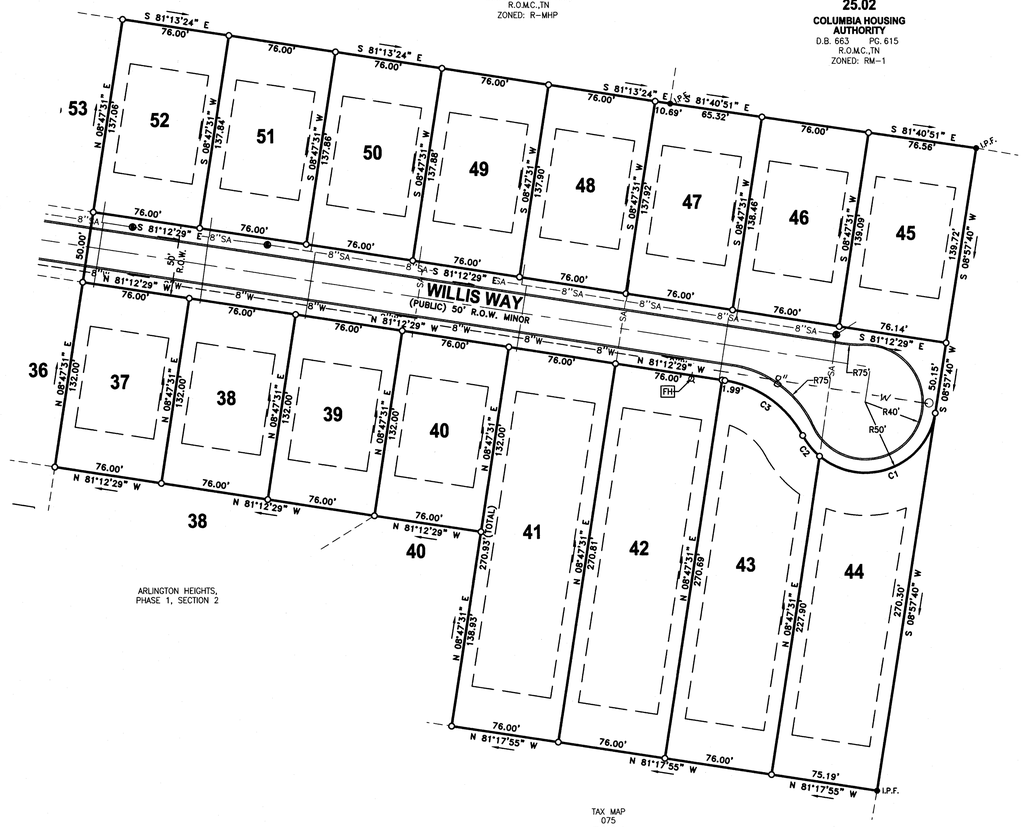
1 of 1

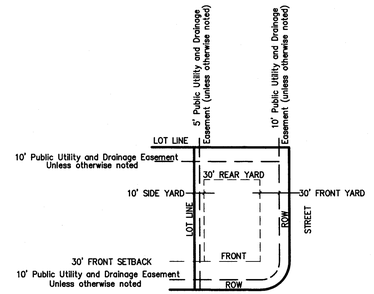
FILE..s: \WES_Engineers_Surveyors 2015\15582 – Arlington Heights\dwg\Survey\15582 – Final Plat Section 2 Phase 1.dwg

FINAL PLAT

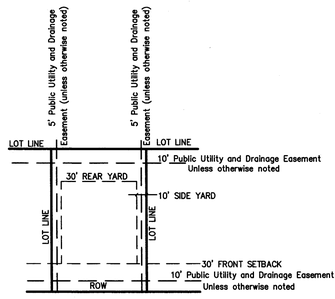
ARLINGTON HEIGHTS, PHASE 2, SECTION 2

LOTS 37-52





ARLINGTON HEIGHTS
TYPICAL CORNER LOT LAYOUT
NOT TO SCALE



ARLINGTON HEIGHTS
TYPICAL LOT LAYOUT
NOT TO SCALE

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

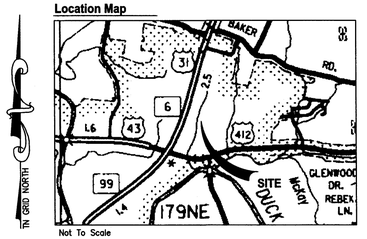
Surveyor's Notes

1. All distances were measured with E.D.M. equipment and have been adjusted for temperature and pressure.
2. The property (Boundary) Line Survey exceeds the minimum requirements of an Urban Land Survey Category 1 as per Standards of Practice adopted by the State Board of Examiners for Land Surveyors for the State of Tennessee, and the precision of the unadjusted survey is greater than 1 foot in 10,000 feet.
3. Information concerning site utility services and appurtenances shown hereon is based on visible evidence noted during the survey, information provided by utility representatives or information shown on original construction plans by other. Information and location of service lines on site should be considered approximate and there may be underground utility lines that are not shown on the survey. Owner(s) and contractor(s) should assume responsibility of locating all underground utility service lines prior to any construction, excavation or any disturbance of the existing ground elevation to avoid hazard of unnecessary expense.
4. Information concerning major utilities or appurtenances shown hereon are based on visible evidence noted during the survey or information provided by utility representatives. Verification of existence, size, location, depth and availability of service should be confirmed by local utility agencies.
5. The property shown hereon is located within the City of Columbia, Maury County, TN. All matters pertaining to construction, use location of improvements, signage, parking, noise, vibration, emissions, fire hazards, radiation, illumination, setback provisions, etc., are subject to the City of Columbia's Zoning Regulation as interpreted and regulated by the Department of Planning and Codes.
6. The area of the parcels are as shown hereon.
7. This property currently identified as Tax Map No. 075 Parcel No. 50.02, Maury County. For designation shown thus ( ) indicates Parcel Numbers for said map.
8. Plat reference: Plat Book P18, Page 131
9. Deed reference: Parcel 50.02 – Book R2366 Page 999
10. Bearings based on: Tennessee State Plane, Fipzone 4100.
11. This drawing was prepared in accordance with our field survey notes. It shows improvements as they exist to the best of our knowledge, but is not guaranteed to be correct in each and every detail.
12. This survey was prepared from current deeds of record and does not represent a title search or a guarantee of title, and is subject to any state of facts a current and accurate search may reveal.
13. This survey was prepared for the exclusive use of the person, persons, or entity, if any, named on the certification hereon. Said certificate does not extend to any unnamed person without an express re-certification by the surveyor naming said person.
14. The certification as provided on this survey, is purely a statement of professional opinion based on knowledge, information and belief, based on existing field evidence and documentary evidence provided by others.
15. The certification is not an expressed or implied warranty or guarantee.
16. This property is not located in a Special Flood Hazard Area as shown on F.E.M.A. Flood Insurance Rate Map, Community Panel No. 47119C0170E, dated April 16, 2007, and shown hereon graphically.
17. All public utility and drainage easements located on proposed lots are to be maintained by the individual property owner for said lot.

Legend

- IP.S. Iron Rod Found
- IP.S. Iron Rod Set
- I.P.F. Iron Pipe Found
- AXLE Axle Found
- FENCE Fence Post
- CM Concrete Monument Existing
- O.P.K.F. PK Nail Found
- O.P.K.S. PK Nail Set
- R.R.S.F. Railroad Spike Found
- R.R.S.S. Railroad Spike Set
- Bench Mark
- Stake Found
- Fire Hydrant
- Water Meter
- Water Valve
- Water Reducer
- Clean Out
- Sanitary Sewer Manhole
- Storm Sewer Manhole
- Catch Basin
- Curb Inlet
- Storm Pipe
- Cable Manhole
- Electric Manhole
- Telephone Manhole
- Water Manhole
- Electric Meter
- Cable Riser
- Electric Riser
- Telephone Riser
- Telephone Booth
- Gas Meter
- Gas Valve
- Light Pole
- Power Pole
- Telephone Pole
- Guy Pole
- Power Pole
- Flag Pole
- Guy Wire
- Mailbox
- Parking Block
- Satellite Dish
- Handicap Parking
- Water Spigot
- Bollard
- Evergreen Tree
- Deciduous Tree
- Bush
- Sign
- Adjoining Property Line
- Subject Property Line
- Easement Line
- Building Setback Line
- Centerline
- Edge of Pavement
- Edge of Gravel
- Fence Line
- Landscape
- Woods / Tree line
- Edge of Water
- Ditch / Creek Centerline
- Minor Contour Line
- Index Contour Line
- Gas Line
- Sanitary Sewer Line
- Water Line
- Storm Sewer Line
- Overhead Utility Line
- Overhead Cable Line
- Overhead Electric Line
- Overhead Telephone Line
- Underground Utility Line
- Underground Cable Line
- Underground Electric Line
- Underground Telephone Line
- Forced Main Line

Location Map



©2018

PARCEL NUMBER:	TAX MAP 075, PCL 50.02 DEED BOOK: R2366, PAGE 999
PARCEL ADDRESS:	NASHVILLE HWY COLUMBIA, TENNESSEE 38401
EXISTING ZONING:	RS-10, Low Density Residential
BUILDING SETBACKS:	FRONT - 30', SIDE - 8'-12' ALTERNATING, MINIMUM 20' BUILDING SEPARATION, REAR - 30'
ACREAGE OF PARCEL:	±5.44 ACRE (236,789 SQFT) TOTAL ±0.80 ACRE (34,668 SQFT) IN RIGHT OF WAY DEDICATION
PROPERTY OWNER:	ARLINGTON HEIGHTS GENERAL PARTNERSHIP 3122 DUPLEX ROAD SPRING HILL, TN 37174
DENSITY:	2.94 LOTS/ACRE

PURPOSE NOTE:
The purpose of this final plat is to create 16 single family lots.

STORMWATER MANAGEMENT AGREEMENT:
RECORDED: 10/15/2007
DEED BOOK: R2010 PAGE: 238-240

Curve Table

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	105.73'	50.00'	121°09'08"	N 69°32'15" E	87.10'
C2	19.03'	50.00'	21°48'31"	N 35°58'56" W	18.92'
C3	69.55'	75.00'	53°07'52"	S 54°38'36" E	67.08'

LOT AREA TABLE

LOT	SQ. FT.	ACRES
37	10,032	0.23
38	10,032	0.23
39	10,032	0.23
40	10,032	0.23
41	20,586	0.47
42	20,577	0.47
43	19,505	0.45
44	17,247	0.40
45	10,643	0.24
46	10,547	0.24
47	10,500	0.24
48	10,481	0.24
49	10,480	0.24
50	10,478	0.24
51	10,476	0.24
52	10,475	0.24

CERTIFICATE OF OWNERSHIP AND DEDICATION
I(we) hereby certify that I am(we are) the owner(s) of the property shown and described hereon as evidenced by deed of record in Deed Book R2366 Page 999, in the Maury County Registers Office, and that I(we) adopt this plan of subdivision with my (our) free consent and establish the minimum building restriction lines.
Date: 7-27-18 Owner: Arlington Heights General Partnership

CERTIFICATE OF APPROVAL OF STREETS, DRAINAGE, STREET SIGNS, AND UTILITIES
I hereby certify that the streets, drainage, and utilities designated in Arlington Heights have been installed in accordance with City Specifications, or a performance bond in the amount of $ 105,000 for streets and drainage has been posted with the City of Columbia, Tennessee, to assure completion of such improvements.
Date: 7/27/18 City Engineer, Columbia, Tennessee

CERTIFICATE OF APPROVAL FOR SUBDIVISION NAMES AND STREET NAMES
Subdivision and street names approved by the Maury County Emergency Communication.
Date: 7/27/18 Crystal Gideon, Maury County E-911, Columbia, Tennessee

CERTIFICATE OF APPROVAL OF PUBLIC SEWER SYSTEM
I hereby certify that the sewer system(s) outline or indicated on the final subdivision plat entitled Arlington Heights has/have been installed in accordance with current local and state government requirements, or a sufficient bond or other surety has been filed to guarantee said installation.
Date: 7/30/18 Name, Title, and Agency by Authorized Approving Agent

CERTIFICATE OF APPROVAL OF WATER SYSTEM
I hereby certify that the water system(s) outline or indicated on the final subdivision plat entitled Arlington Heights has/have been installed in accordance with current local and state government requirements, or a sufficient bond or other surety has been filed to guarantee said installation.
Date: 7/31/2018 Name, Title, and Agency by Authorized Approving Agent

CERTIFICATE OF COMPLIANCE
I hereby certify that the subdivision shown hereon has been found to comply with the City of Columbia, Tennessee, Subdivision Regulations and other adopted ordinances and policies
Date: 7/27/18 Enforcing Officer for the City of Columbia Subdivision Regulations

CERTIFICATE OF APPROVAL FOR RECORDING
I hereby certify that the subdivision plat shown hereon has been found to comply with the City of Columbia Subdivision Regulations, with the exception of such variances, if any, as are noted in the minutes of the Planning Commission, and that it has been approved for recording in the Office of the County Register.
Date: Aug. 1, 18 Secretary, City of Columbia Planning Commission

SURVEYOR'S CERTIFICATION (TENNESSEE)
I hereby certify that this is a Category "I" survey and the ratio of precision of the unadjusted survey is greater than 1:10,000 as shown hereon, this survey was done in compliance with current Tennessee Minimum Standards of Practice.
Date: 7/16/18 Allen B. O'Leary, TN RLS #1987

08/01/2018 - 12:06 PM
18011187
1 PGS:AL-PLAT
NANCY BATCH: 202965
PLAT BOOK: P21
PAGE: 439
REC FEE 16.00
DP FEE 2.00
TOTAL 17.00
STATE OF TENNESSEE, MAURY COUNTY
JOHN FLEMING
REGISTER OF DEEDS
Register of Deed Recording Stamp

ALLEN B. O'LEARY
REGISTERED LAND SURVEYOR
STATE OF TENNESSEE
NO. 1987
allen@wesengineers.com

WES ENGINEERS & SURVEYORS
CIVIL ENGINEERS & LAND SURVEYORS
2486 NASHVILLE HIGHWAY
COLUMBIA, TN 38401
PHONE (931) 388-2339
www.wesengineers.com
ENGINEERS & SURVEYORS

Client
ARLINGTON HEIGHTS GENERAL PARTNERSHIP
3122 DUPLEX ROAD
SPRING HILL, TN 37174

FINAL PLAT
ARLINGTON HEIGHTS, PHASE 2, SECTION 2
COLUMBIA, TN 38401

DATE	REVISIONS
06-26-2018	TECHNICAL COMMITTEE COMMENTS

Drawn: EB
Checked: AO
Approved: AO
Date: 03-19-2018
Scale: horiz/vert:
Horizontal:
Job. no. 15582

1 of 1

FILE: J:\WES_Engineers_Surveyors 2015\15582 - Arlington Heights\dwg\Survey\15582 - Final Plat Section 2 Phase 2.dwg

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Michele Stevens, City Recorder's Office, mstevens@columbiatn.gov, 931-560-1520

AGENDA ITEM TITLE: RESOLUTION NO. 26-24 – TAX CORRECTIONS

RECOMMENDATION: Approve Resolution No. 26-24.

INFORMATION: The City Recorder is presenting tax corrections through 3/19/2026 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

CERTIFICATION:

ATTACHMENTS: Staff Report for Resolution 26-24; Resolution No. 26-24; Resolution No. 26-24 Exhibit A.

RESOLUTION

WHEREAS, the City of Columbia, Tennessee, has on its books certain property that is assessed which should not be assessed; and

WHEREAS, the City of Columbia, Tennessee, has on its books certain property that is incorrectly assessed; and

WHEREAS, the City of Columbia, Tennessee, desires to correct these errors to properly reflect the corrections on the books of the City of Columbia.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that the following corrections are hereby approved:

(SEE EXHIBIT "A" ATTACHED HERETO)

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the _____ day of _____, 2026.

_____
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

_____
JAKE HUBBELL, CITY ATTORNEY

TAX CORRECTIONS – EXHIBIT A
RESOLUTION NO. 26-24

1. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF SOUTHERN MIDDLE TN ASSN OF REALTORS INC. MAP 090 007.10 P 500, 304 RIVER RD. PROPERTY VALUE $2,308.00, ASSESSED VALUE $548.00, AND TAXES $5.00. PICKUP DUE TO 2025 AUDIT, PER MAURY COUNTY TAX ASSESSOR.

2. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF SOUTHERN MIDDLE TN ASSN OF REALTORS INC. MAP 090 007.10 P 501, 304 RIVER RD. PROPERTY VALUE $364.00, ASSESSED VALUE $109.00, AND TAXES $1.00. PICKUP DUE TO 2025 AUDIT FOR 2024 TAX YEAR, PER MAURY COUNTY TAX ASSESSOR.

3. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF GLOBAL MFG SERVICES. MAP 101 034.26 P 500, 2207 OAKLAND PKWY. PROPERTY VALUE $3,398.00, ASSESSED VALUE $807.00, AND TAXES $7.00. PICKUP DUE TO 2025 AUDIT, PER MAURY COUNTY TAX ASSESSOR.

4. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF BIRCH INVESTMENT DBA TIMBERLAND CABINETRY. MAP 089 009.00 P 500, 1027 INDUSTRIAL PARK RD. PROPERTY VALUE $2,712,045.00, ASSESSED VALUE $644,219.00, AND TAXES $5,315.00. PICKUP DUE TO 2025 AUDIT, PER MAURY COUNTY TAX ASSESSOR.

5. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF BIRCH INVESTMENT DBA TIMBERLAND CABINETRY. MAP 089 009.00 P 501, 1027 INDUSTRIAL PARK RD. PROPERTY VALUE $1,218,672.00, ASSESSED VALUE $365,602.00, AND TAXES $3,016.00. PICKUP DUE TO 2025 AUDIT FOR 2024 TAX YEAR, PER MAURY COUNTY TAX ASSESSOR.

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Kristie Basile, Administrative Assistant, kbasile@columbiatn.gov 931.560.1010

AGENDA ITEM TITLE: RESOLUTION NO. 26-25 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING SUMMIT AT CARTER'S STATION WEST PHASE 4

RECOMMENDATION: Approve Resolution No. 26-25.

INFORMATION: Summit at Carter's Station West Phase 4 consists of 3408 linear feet of sanitary sewer main. The Developers met all of the qualifications for acceptance. The Wastewater Department has performed the necessary testing and inspections.

CERTIFICATION: N/A.

ATTACHMENTS: Staff Report, Resolution No. 26-25, Lien Affidavit, Dedication Letter.

A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING SUMMIT AT CARTER'S STATION WEST PHASE 4

WHEREAS, The City of Columbia, has been requested to accept ownership and maintenance of 3408 linear feet of gravity main serving Summit at Carter's Station West Phase 4; and

WHEREAS, the City of Columbia has inspected said sewer improvements and has determined that said sewer improvements meet the requirements imposed by the City of Columbia.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that the City of Columbia does hereby accept the ownership and maintenance of said sanitary sewer improvements serving Summit at Carter's Station West Phase 4.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 9th day of April, 2026.

_____
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

_____
JAKE HUBBELL, CITY ATTORNEY

AFFIDAVIT
TO
CITY OF COLUMBIA, TENNESSEE

Project: Summit at Carter's Station West Phase 4

This is hereby an affidavit documenting there are no liens against the sewer improvements amounting to 3408 linear feet to service the property referenced above and an agreement to indemnify and hold harmless from any which may be asserted against same.

OWNER: Pulte Homes

SIGNATURE: _____

DATE: 10-7-2025

State of Tennessee County of Davidson

Personally appeared before me, the undersigned authority, a Notary Public in and for said County, the within named Pulte Homes, OWNER, with whom I am personally acquainted or provided to me on the basis of satisfactory evidence and who acknowledged that he, Pulte Homes, OWNER signed the foregoing (Affidavit) instrument for the purpose herein contained.

Witness our hands and seal at Brentwood, Tennessee this the 7th day of October, 2025.

Haley Antonucci
Notary Public Signature

Commission Expiration: 9-3-2029

HALEY ANTONUCCI
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 9-3-2029

Date: 2 September 2025

Columbia City Council
City of Columbia, Tennessee
City Hall
700 North Garden Street
Columbia, Tennessee 38401

Dear Council Members:

I wish to present for dedication to the Council of the City of Columbia, Tennessee, the wastewater system improvements installed to service Summit at Carter's Station West Phase 4 in the amount of 3408 linear feet. The Contractor installed the sanitary sewer according to the Standard Sewer Specifications of the City of Columbia.

You have been provided with CCTV and as-built drawings of the project and all inspections and testing has been completed. All fees required for dedication have been paid. You have also been provided a one-year maintenance surety in the amount of $82,644.00, set to expire one year from date of Council acceptance.

Acceptance by the Columbia City Council for these wastewater system improvements would be appreciated.

Sincerely,
Signed:

Print:

CHRISTOPHER R. LEAUTT

Lot Numbers included in this dedication:

35-124

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Ginger Adams, Sr Administrative Assistant to Fire Chief, 931-560-1723, GAdams@columbiatn.gov

AGENDA ITEM TITLE: A RESOLUTION TO REPEAL RESOLUTION 19-49 AND REPLACE WITH A RESOLUTION TO AUTHORIZE THE CITY OF COLUMBIA TO ADOPT THE UPDATED MAURY COUNTY BASIC EMERGENCY OPERATIONS PLAN (BEOP) - FIRE & RESCUE.

RECOMMENDATION: Approve Resolution No. 26-26.

INFORMATION: The State of Tennessee, through the Tennessee Emergency Management Agency, requires jurisdictions to maintain an Emergency Operations Plan consistent with the National Incident Management System (NIMS) and Incident Command System (ICS). Maury County maintains a countywide Basic Emergency Operations Plan (BEOP) that provides a coordinated approach to emergency response, resouce management, and disaster recovery.

The City of Columbia currently operates within this framework during large-scale incidents. Resolution No. 19-49 previously addressed emergency operations planning; however, updates to the Maury County BEOP and evolving operational needs require adoption of the current plan. Adoption of the updated Maury County BEOP will:

1) Ensure compliance with state and federal emergency management requirements
2) Maintain eligibility for FEMA reimbursement and grant funding
3) Strengthen coordination with Maury County and regional partners
4) Provide a standardized framework for emergency response and recovery

This resolution also clarifies the operational structure within the City of Columbia:

1) Operational Authority: Columbia Fire & Rescue and Columbia Police Department will retain command and control of incidents within the corporate limits of the City of Columbia
2) City Emergency Management: will coordinate local preparedness, response, and recovery efforts and serve as the central point of coordination for city departments
3) County Emergency Management: will provide support, resource coordination, and liaison functions, without superseding city authority except as requires by law.

Additionally, the City may develop a city-specific annex to further define internal roles, procedures, and coordination protocols.

CERTIFICATION:

ATTACHMENTS: Staff Report; Resolution No. 26-26.

A RESOLUTION TO REPEAL RESOLUTION NO. 19-49 AND REPLACE WITH A RESOLUTION TO AUTHORIZE THE CITY OF COLUMBIA TO ADOPT THE UPDATED MAURY COUNTY BASIC EMERGENCY OPERATIONS PLAN (BEOP)

WHEREAS, the City of Columbia is responsible for protecting the lives, safety and property of its citizens; and

WHEREAS, the State of Tennessee, through the Tennessee Emergency Management Agency, requires jurisdictions to maintain an Emergency Operations Plan consistent with the National Incident Management System (NIMS) and Incident Command System (ICS); and

WHEREAS, Maury County has established a Basic Emergency Operations Plan (BEOP) to coordinate emergency response, resource management, and disaster recovery efforts across the county; and

WHEREAS, the City of Columbia currently operates within the framework of the Maury County BEOP during large-scale incidents and desires to formally adopt said plan to ensure compliance, coordination, and eligibility for state and federal assistance; and

WHEREAS, the City of Columbia maintains its own Emergency Management function to coordinate local preparedness, response, and recovery efforts within its jurisdiction; and

WHEREAS, it is necessary to clearly define the roles and responsibilities of the City of Columbia, its Emergency Management function, and Maury County Emergency Management to ensure effective and coordinated emergency operations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, AS FOLLOWS:

Section 1. Adoption of BEOP

The City of Columbia hereby adopts the Maury County Basic Emergency Operations Plan (BEOP) as the primary framework for emergency management coordination, disaster response, and recovery operations.

Section 2. Operational Authority

The City of Columbia, through its public safety agencies, including Columbia Fire & Rescue and the Columbia Police Department, shall retain **operational command and control of emergency incidents occurring within the city limits.**

Nothing in this Resolution or the adopted BEOP shall be construed to transfer or diminish the City's authority over on-scene incident command within its jurisdiction.

Section 3. City Emergency Management

The City of Columbia's Emergency Management function shall:

1. Coordinate local emergency preparedness, response, and recovery efforts within city limits;
2. Support incident operations through resource coordination and communication;
3. Serve as the primary coordination point for city departments during emergencies;
4. Interface with Maury County Emergency Management to ensure unified and efficient response efforts.

Section 4. County Emergency Management Role

Maury County Emergency Management shall:

1. Provide coordination, resource support, and liaison functions at the county level;
2. Facilitate access to regional, state, and federal resources;
3. Support multi-jurisdictional incidents and county-wide emergency operations;

Maury County Emergency Management shall **not supersede local incident command or the City of Columbia's Emergency Management functions within city limits,** except as otherwise required by state or federal law.

Section 5. Coordination and Communication

All coordination between the City of Columbia and Maury County Emergency Management shall occur through established emergency management channels to ensure:

1. Unified communication
2. Efficient resource deployment
3. Consistent operational practices

Section 6. City-Specific Annex

The City of Columbia may develop and maintain a city-specific annex or supporting documentation to the BEOP to further define:

1. Departmental roles and responsibilities
2. Operational procedures
3. Coordination protocols with external agencies

Such annex shall be consistent with the Maury County BEOP and applicable state and federal standards.

Section 7. Severability

If any provision of this Resolution is held invalid, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

Section 8. Effective Date

This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the ___ day of _____, 2026.

_____
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

_____
JAKE HUBBELL, CITY ATTORNEY

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Kim Dale, Assistant City Recorder, kdale@columbiatn.gov, 931-560-1579

AGENDA ITEM TITLE: RESOLUTION NO. 26-27 - A RESOLUTION TO ESTABLISH THE MAXIMUM AMOUNT OF $75 FOR THE 2026 CITY OF COLUMBIA PROPERTY TAX RELIEF FOR THE ELDERLY LOW-INCOME HOMEOWNERS.

RECOMMENDATION: Approve Resolution NO. 26-27

INFORMATION: The Columbia City Council adopted Ordinance No. 3770 on December 4, 2008. This Ordinance was adopted to implement a Property Tax Relief Program for elderly and low-income property tax payers and is subject only to the availability of funds, which must be appropriated in each annual budget adopted by the City. The maximum amount of relief that can be granted is established at $75. The relief will only be granted for any taxes due after the State Property Tax Relief has been applied to the tax bill. If the State pays the entire amount of taxes owed then the City will not be liable for any further disbursement.

CERTIFICATION: N/A

ATTACHMENTS: Resolution No. 26-27; Staff Report

RESOLUTION NO. 26-27

A RESOLUTION TO ESTABLISH THE MAXIMUM AMOUNT OF $75 FOR THE 2026 CITY OF COLUMBIA PROPERTY TAX RELIEF FOR THE ELDERLY LOW-INCOME HOMEOWNERS

WHEREAS, the City of Columbia adopted Ordinance No. 3770 on December 4, 2008 granting Tax Relief for certain elderly homeowners as set forth in Tennessee Code Annotated, § 67-5-701 (j); and

WHEREAS, the estimated cost of the program during the 2026-2027 Budget year is $40,000; and

WHEREAS, the funds are to be included and appropriated in the 2026-2027 Budget to be adopted by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, TENNESSEE AS FOLLOWS:

That the maximum amount of tax relief that can be granted under this program to the qualified homeowner for the 2026 tax year is hereby established at $75 and will only be disbursed after the State Reimbursement has been applied to any taxes due in accordance with Tennessee Code Annotated, § 67-5-701 (j) and § 67-5-702.

BE IT FURTHER RESOLVED, if the State Reimbursement covers the entire amount of taxes due the City of Columbia will not have any obligation to disburse any funds under the program.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 9th day of April, 2026.

_____
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

_____
JAKE HUBBELL, CITY ATTORNEY

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Kim Dale, Assistant City Recorder, kdale@columbiatn.gov, 931-560-1579

AGENDA ITEM TITLE: RESOLUTION NO. 26-28 - A RESOLUTION AUTHORIZING MAIN STREET MAURY AS THE OFFICIAL LOCAL NEWSPAPER FOR THE CITY OF COLUMBIA .

RECOMMENDATION: Approve Resolution No. 26-28.

INFORMATION: The City Charter, Section 1.04 (8), requires the Council to designate an official newspaper published and circulating in the City for the publishing of all advertising, notices and other matters of every description that the City may publish. This Resolution designates Main Street Maury as the official local newspaper for the City of Columbia.

CERTIFICATION: N/A

ATTACHMENTS: Resolution No. 26-28; Staff Report;

A RESOLUTION AUTHORIZING MAIN STREET MAURY AS THE OFFICIAL LOCAL NEWSPAPER FOR THE CITY OF COLUMBIA

WHEREAS, the Charter for the City of Columbia mandates that the Council designate an official newspaper or papers published or circulating in the City for the publishing of all advertising, notices and other matters of every description that the City may publish.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, TENNESSEE AS FOLLOWS:

That Main Street Maury is hereby designated as the official newspaper for the City of Columbia, Tennessee, and is to be used for the publishing of all advertising, notices and other matters of every description that the City may publish.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 9th day of April, 2026.

_____
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

_____
JAKE HUBBELL, CITY ATTORNEY

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Paul Keltner, AICP, Development Services Director pkeltner@columbiatn.gov 931-560-1560

AGENDA ITEM TITLE: 2ND CONSIDERATION OF ORDINANCE NO. 4583 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY APPROVING THE PRELIMINARY PLANNED UNIT DEVELOPMENT MASTER PLAN FOR LOT 8A OF THE BEECHCROFT PLAZA PUD, OFF CAYER LANE AND NASHVILLE HIGHWAY AT TAX MAP 42 PARCEL 14.05.- WARD 5.

RECOMMENDATION: Approve Ordinance 4583 on second consideration.

INFORMATION: The applicant is requesting approval of a Preliminary PUD Master Plan for property at Nashville Highway and Cayer Lane, being Lot 8A of the Beechcroft Plaza Planned Unit Development. The proposed plan is for a new commercial build of an approximate 7,000 square foot AutoZone retailer. The Planning Commission reviewed this request at the February 11, 2026 meeting and recommended approval by a vote of five to zero.

CERTIFICATION: N/A

ATTACHMENTS: Ordinance No. 4583 Staff Report; Ordinance 4583; Exhibit A; DS Staff Report.

AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY APPROVING THE PRELIMINARY PLANNED UNIT DEVELOPMENT MASTER PLAN FOR LOT 8A OF THE BEECHCROFT PLAZA PUD, OFF CAYER LANE AND NASHVILLE HIGHWAY AT TAX MAP 42 PARCEL 14.05.

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That the City of Columbia Zoning Ordinance, the same being Ordinance No. 4400, and the zoning maps therein adopted be, and the same are hereby amended by approving the Preliminary Planned Unit Development Master Plan for Lot 8A of the Beechcroft Plaza PUD, off Cayer Lane and Nashville Highway, at Tax Map 42 Parcel 14.05.

Section 2: Said Planned Unit Development Master Plan is located in the Third Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia. The Preliminary PUD Master Plan for Lot 8A, which is attached hereto and incorporated herein by reference, is identified as Exhibit "A".

Section 3 This Ordinance is passed after review by the Columbia Municipal Planning Commission with a recommendation of approval, on the 11th day of February, 2026, and after a public hearing held on the 12th day of March, 2026, with notice of said hearing being given in Main Street Maury of Columbia, Tennessee, twenty-one (21) days or more before said hearing.

Section 4: That pursuant to Section 8.5.19.K.6 the City Council makes the following findings:

a. The proposed PUD Master Plan is in agreement with the Comprehensive Plan and any applicable local area plans;
b. It has been determined that the legal purposes for which zoning exists are not contravened;

c. It has been determined that there will be no adverse effect upon the Adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;

Section 5: That ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF THE CITY OF COLUMBIA, TENNESSEE, This the 9th day of April, 2026.

_____
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

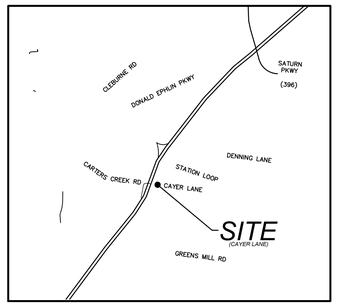
_____
JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

_____
ANTHONY R. MASSEY – CITY MANAGER

Passed on 1st consideration _____
Passed on 2nd consideration:_____

© COPYRIGHT 2025



Location Map

SCALE: N.T.S.

Site Construction Drawings

Proposed

AutoZone Store #10682
Cayer Lane
Columbia, Maury County, TN 38401

Contents:

C0.0	COVER SHEET
1 OF 2	ALTA SURVEY / EXISTING CONDITIONS
2 OF 2	ALTA SURVEY / EXISTING CONDITIONS
C0.1	CONSTRUCTION NOTES AND LEGEND
D1.0	SITE DEMOLITION PLAN
C1.0	SITE PLAN
C1.A	SITE DETAILS
C1.1	GRADING PLAN
C1.2	DRAINAGE PLAN
C1.3	SITE UTILITIES PLAN
C1.4	EROSION PREVENTION & SEDIMENT CONTROL PLAN (EPSC)
C1.5	DETAILS
L1.0	LANDSCAPE PLAN
L1.1	LANDSCAPE NOTES AND DETAILS
PH-1	PHOTOMETRIC PLAN

Applicant / Developer:

AutoZone Development, LLC
c/o Wade Davis
123 S. Front Street, 3rd Floor
Memphis, Tennessee 38103
(901) 495-8701

Property Owner:

AutoZone Development, LLC
123 South Front Street, 3rd Floor
Memphis, Tennessee 38103

Architect:

AutoZone Development, LLC
c/o: George Callow
123 S. Front Street, 3rd Floor
Memphis, Tennessee 38103
(901) 495-8705

Civil Engineer:

Prism Engineering & Design Group, LLC
c/o: Jason L. Hall, PE
2309 Watterson Trail, Suite 200
Louisville, Kentucky 40299
(502) 491-8891 Ext. 1

Date:
December 9, 2025

UTILITY CONTACT INFORMATION

ELECTRIC PROVIDER
COLUMBIA POWER & WATER SYSTEM
201 PICKENS LANE
COLUMBIA, TN 38401
931-388-4833
MATT WHEELER, PE
MATT.WHEELER@CPWS.COM

GAS SERVICE
ATMOS ENERGY
810 NASHVILLE HWY
COLUMBIA, TN 38401
931-388-9136

WATER SERVICE
COLUMBIA POWER & WATER SYSTEM
201 PICKENS LANE
COLUMBIA, TN 38401
931-388-4833
MATT WHEELER, PE
MATT.WHEELER@CPWS.COM

TDOT
REGION 3 - DISTRICT 39
2099 FAYETTEVILLE HWY
BELFAST, TN 37109
931-270-5030

SANITARY SEWER
CITY OF COLUMBIA
WASTEWATER DPT
1244 TREATMENT PLANT ROAD
COLUMBIA, TN 38401
931-560-1001
RYAN FILIPKOWSKI
RFILIPKOWSKI@COLUMBIATN.GOV

STORM WATER
CITY OF COLUMBIA
PUBLIC WORKS DPT
1244 TREATMENT PLANT ROAD
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931-388-8650
JEFF RIGGINS
JRIGGINS@COLUMBIATN.GOV

PLANNING DEPARTMENT
CITY OF COLUMBIA
DEVELOPMENT DPT
700N GARDEN STREET
COLUMBIA, TN 38401
931-560-1560
MELISSA SANDERS
MSANDERS@COLUMBIATN.GOV

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2309 WATTERSON TRAIL, SUITE 200
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FAX: (502) 491-8898
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NORTH

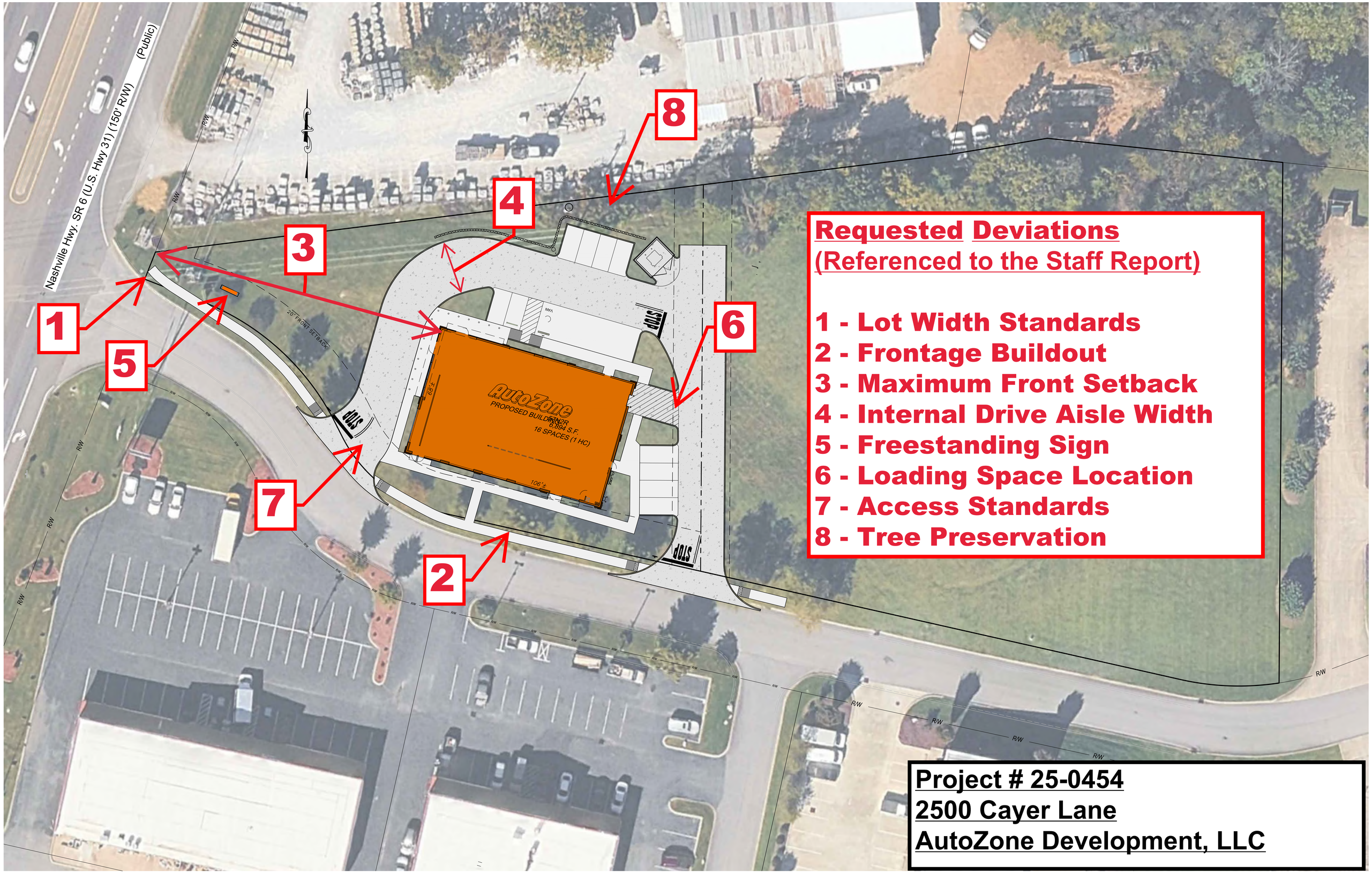
REVISIONS
1 | 2 | 3 | 4 | 5 | 6

AutoZone Store No. 10682
CAYER LANE
COLUMBIA TN 38401
COVER SHEET

Owner / Developer:
AUTOZONE DEVELOPMENT LLC
123 South Front Street, 3rd Floor
Memphis, Tennessee 38103
TEL.: (901) 495-8701 FAX: (901) 495-8969
For Bidding & Contractor Information Contact:
Dodge Data & Analytics, Tel. 413-930-4215
Cindy.searcy@construction.com

JASON L. HALL
REGISTERED ENGINEER
AGRICULTURE
No. 120975
STATE OF TENNESSEE
11.14.25

12/09/25
57N2R
C0.0



Requested Deviations
(Referenced to the Staff Report)

1 - Lot Width Standards
2 - Frontage Buildout
3 - Maximum Front Setback
4 - Internal Drive Aisle Width
5 - Freestanding Sign
6 - Loading Space Location
7 - Access Standards
8 - Tree Preservation

Project # 25-0454
2500 Cayer Lane
AutoZone Development, LLC

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GENERAL NOTES

1. PROPERTY LINE AND RIGHT-OF-WAY MONUMENTS SHALL NOT BE DISTURBED BY CONSTRUCTION. IF DISTURBED, THEY SHALL BE RESET TO THEIR ORIGINAL LOCATIONS AT THE CONTRACTOR'S EXPENSE BY A REGISTERED LAND SURVEYOR.
2. PROOF ROLL BUILDING AND ALL PARKING AREAS. NOTIFY AUTOZONE OF ANY UNACCEPTABLE AREAS.
3. BUILDING DIMENSIONS SHOWN ON THE CIVIL ENGINEERING PLANS ARE FOR REFERENCE PURPOSES ONLY, CONTRACTOR SHALL USE THE ARCHITECTURAL AND STRUCTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
4. ALL SITE DIMENSIONS ARE REFERENCED TO THE FACE OF CURBS OR EDGE OF PAVING UNLESS OTHERWISE NOTED.
5. ALL SIDEWALKS, CURB AND GUTTER, STREET PAVING, CURB CUTS, DRIVEWAY APPROACHES, HANDICAP RAMPS, ETC. CONSTRUCTED OUTSIDE THE PROPERTY LINE IN THE RIGHT-OF-WAY SHALL CONFORM TO ALL MUNICIPAL AND/OR STATE SPECIFICATIONS AND REQUIREMENTS.
6. ALL DISTURBANCE INCURRED TO ANY ADJOINING PROPERTY DUE TO CONSTRUCTION OR DEMOLITION SHALL BE RESTORED TO THE PREVIOUS CONDITION OR BETTER, AND TO THE SATISFACTION OF THE CITY OR STATE AUTHORITY.
7. THE CONTRACTOR SHALL PROVIDE AS-BUILT RECORDS OF ALL CONSTRUCTION (INCLUDING UNDERGROUND UTILITIES) TO AUTOZONE AT THE END OF CONSTRUCTION.
8. CONTRACTOR SHALL PROVIDE FULL AS-BUILT TOPOGRAPHIC SURVEY OF THE SITE CERTIFIED BY A LAND SURVEYOR LICENSED IN THE STATE OF TENNESSEE.

BULK AREA REQUIREMENTS

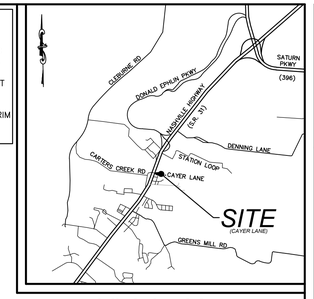
LOCATION: CAYER LANE, COLUMBIA, TN 38401		
PARCEL ID: 042 01405 000		
ZONE: PUD-MU		
USE: RETAIL – AUTO PARTS SALES (ENTIRE PARCEL; 0.83± ACRES)		
ITEM	REQUIREMENTS	PROVIDED
MINIMUM LOT AREA	--	0.832 AC. (36,242 S.F.)
MINIMUM LOT FRONTAGE	--	342.2 FT.
MINIMUM FRONT SETBACK (BUILDING)	20 FT.	20.0 FT.
MINIMUM SIDE SETBACK (BUILDING)	10-24 FT.	N/A
MINIMUM REAR SETBACK (BUILDING)	NR	20 FT.
MAXIMUM BUILDING HEIGHT	35 FT.	23 FT.

PARKING INFORMATION

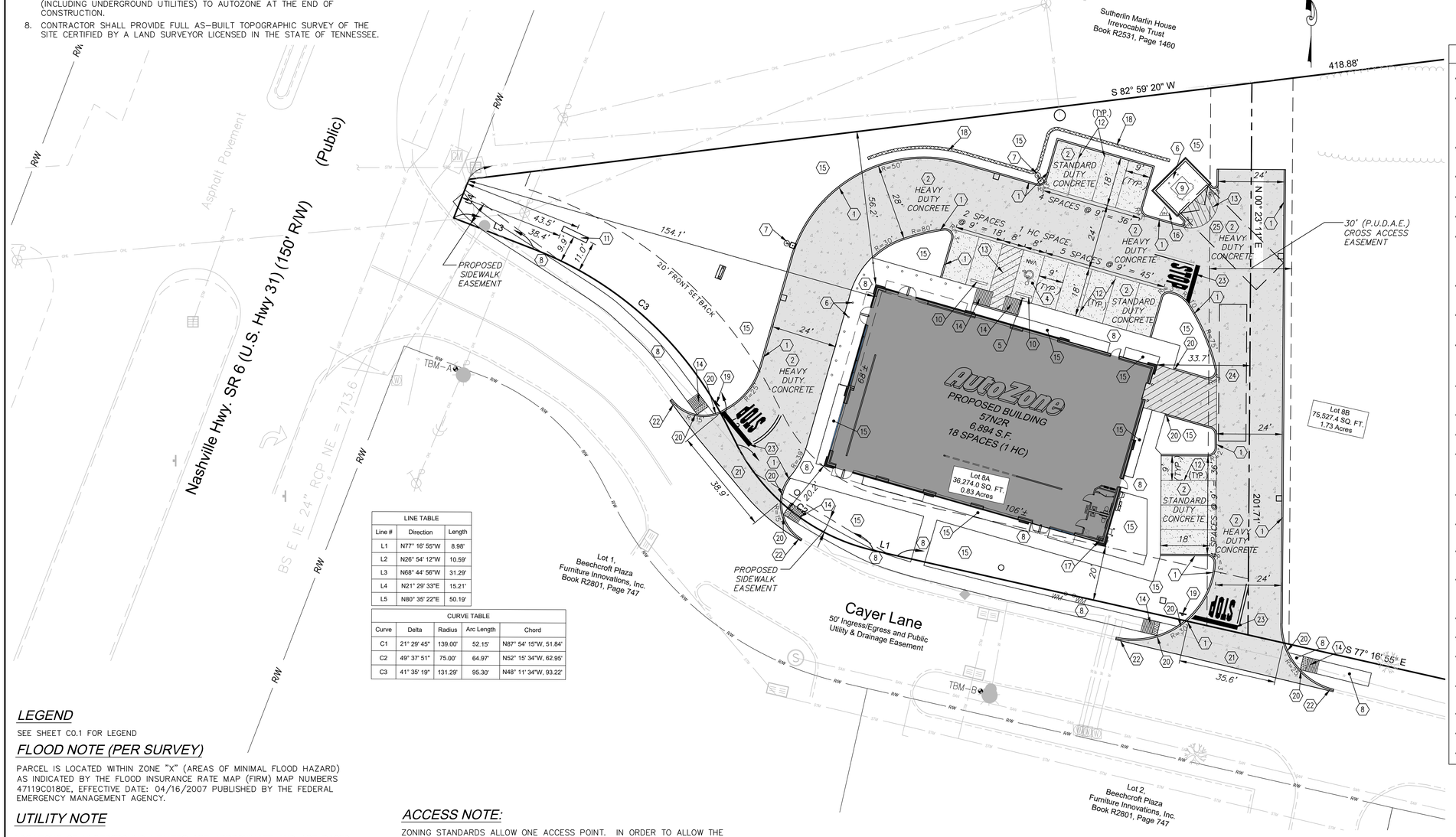
ITEM	REQUIREMENTS	PROVIDED
BUILDING SIZE	--	6,894 S.F.
PARKING REQUIRED	1 SP. PER 500 S.F. = 14 SPACES OF GROSS FLOOR AREA,	16 SPACES
MIN. PARKING DIM.	9 FT. X 18 FT.	9 FT. X 18 FT.
MIN. DRIVEWAY WIDTH	24' (MIN.)	24 FT (MIN.)
ACCESSIBLE SPACES	1 SPACE	1 SPACE
LOADING SPACE	1 SPACE (10 FT. X 50 FT.)	1 SPACE

BENCHMARK
DATUM: NAVD 88

SITE TBMS
- BM "A": YELLOW MAG SPIKE IN POWER POLE. ELEVATION=718.49'
- BM "B": "TCN" IN BOLT OF FIRE HYDRANT. ELEVATION=715.72'
- BM "C": "TCN" EAST RIM OF SEWER MANHOLE. ELEVATION=708.82'



Vicinity Map
Not To Scale



LINE TABLE		
Line #	Direction	Length
L1	N77° 16' 55"W	8.98'
L2	N26° 54' 12"W	10.59'
L3	N68° 44' 56"W	31.29'
L4	N21° 29' 33"E	15.21'
L5	N80° 35' 22"E	50.19'

CURVE TABLE				
Curve	Delta	Radius	Arc Length	Chord
C1	21° 29' 45"	139.00'	52.15'	N87° 54' 15"W, 51.84'
C2	49° 37' 51"	75.00'	64.97'	N52° 15' 34"W, 62.95'
C3	41° 35' 19"	131.29'	95.30'	N48° 11' 34"W, 93.22'

KEYNOTES

1. CONCRETE CURB – SEE DETAILS 1 & 2/C1.A.
2. CONCRETE PAVING – SEE DETAIL 4/C1.A. EXPANSION AND CONTROL JOINTS – SEE DETAILS 21 & 22/C1.A MAXIMUM SPACING FOR CONTROL JOINTS IS 15'-0" O.C. EACH WAY.
3. ASPHALT PAVING – SEE DETAIL 5/C1.A G.C. TO PROVIDE ALTERNATE BID FOR CONCRETE PAVING
4. HANDICAP PARKING AREA – SEE DETAILS 6 & 7/C1.A.
5. HANDICAP PARKING SIGN – SEE DETAIL 12/C1.A.
6. PIPE GUARD – SEE DETAILS 14, 15 & 16/C1.A.
7. CONCRETE LIGHT POLE BASE – SEE DETAIL 13/C1.A. LOCATE 3'-0" FROM BACK OF CURB OR SIDEWALK TO CENTER OF BASE. AIM LIGHT FIXTURE IN DIRECTION AS INDICATED.
8. CONCRETE SIDEWALK – SEE DETAIL 19 & 20/C1.A FOR SIDEWALKS AROUND BUILDING.
9. DUMPSTER LAYOUT – 6' BRICK ENCLOSURE W/ GATES – SEE DETAILS 8, 9, 10 & 11/C1.A.
10. 6'-0" LONG CONCRETE WHEEL STOP, PINNED TO PAVEMENT – SEE DETAIL 17/C1.A. LOCATE 2'-6" FROM FACE OF CURB OR SIDEWALK.
11. MONUMENT SIGN. 10' HEIGHT, 50 S.F. MAX. SEE SIGNAGE DRAWINGS (UNDER SEPARATE PERMIT).
12. 4" WIDE PARKING STRIPE PAINTED WHITE (TYP.).
13. 4" WIDE DIAGONAL STRIPES PAINTED WHITE @ 2 FT. O.C.
14. CONCRETE HANDICAP RAMP – MAXIMUM SLOPE 1:12 (8.33%) (PER A.D.A. REQUIREMENTS). MAXIMUM CROSS SLOPE 1:50 (2.00%).
15. NEW LANDSCAPE AREA – PROVIDE SOD AND 3" TOPSOIL – SEE SHEET L1.0 FOR ADDITIONAL INFORMATION.
16. PROPOSED YARD HYDRANT. COORDINATE LOCATION WITH MEP PLANS.
17. INTERNAL ROOF DRAIN LEADER TO CONNECT TO STORM SEWER. SEE DRAINAGE PLAN AND ARCHITECTURAL PLANS.
18. RETAINING WALL. WALL MATERIAL SHALL BE STAINED ON STAMPED CONCRETE OR SPLIT FACE BLOCK. SEE STRUCTURAL DRAWINGS.
19. STOP SIGN – SEE DETAIL 25/C1.A
20. TAPER CURB TO FLUSH.
21. NEW CURB CUT & APPROACH PER LOCAL CODES & SPECS.
22. NEW CONCRETE CURB & GUTTER TO MEET ALL LOCAL & STATE D.O.T. REQUIREMENTS.
23. STOP BAR (THERMOPLASTIC) – SEE DETAIL 26/C1.A.
24. LOADING SPACE (10' X 50').
25. 14' X 40' CLEAR DUMPSTER ACCESS APPROACH.

LEGEND

SEE SHEET C0.1 FOR LEGEND

FLOOD NOTE (PER SURVEY)

PARCEL IS LOCATED WITHIN ZONE "X" (AREAS OF MINIMAL FLOOD HAZARD) AS INDICATED BY THE FLOOD INSURANCE RATE MAP (FIRM) MAP NUMBERS 47119C0180E, EFFECTIVE DATE: 04/16/2007 PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

UTILITY NOTE

LOCATIONS OF UNDERGROUND UTILITIES ARE APPROXIMATE AND ARE BASED UPON AN ALTA/NSPS LAND TITLE SURVEY PREPARED BY CESO INC., NEITHER THE ENGINEER NOR HIS REPRESENTATIVES HAVE VERIFIED OR OBSERVED THE ACTUAL INSTALLATION OF THE UTILITIES SHOWN. EXACT LOCATIONS OF ALL EXISTING UTILITIES ARE NOT CERTAIN.

UTILITY PROTECTION NOTE

ALL UTILITIES ON THESE PLANS ARE APPROXIMATE. INDIVIDUAL SERVICE LINES ARE NOT SHOWN. THE CONTRACTOR OR SUB-CONTRACTOR SHALL NOTIFY THE UTILITY PROTECTION CENTER "TENNESSEE 811" (TOLL-FREE PHONE NO. 1-800-351-1111 OR LOCAL 615-367-1110), 48 HOURS IN ADVANCE OF ANY CONSTRUCTION ON THIS PROJECT. THIS NUMBER WAS ESTABLISHED TO PROVIDE ACCURATE LOCATION OF EXISTING BELOW GROUND UTILITIES (I.E.: CABLES, ELECTRICAL WIRES, TELEPHONE LINES, GAS, AND WATERLINES). THE CONTRACTOR SHALL BE RESPONSIBLE FOR BECOMING FAMILIAR WITH ALL UTILITY REQUIREMENTS SET FORTH ON THE PLANS AND IN THE TECHNICAL SPECIFICATIONS AND SPECIAL PROVISIONS.

ACCESS NOTE:

ZONING STANDARDS ALLOW ONE ACCESS POINT. IN ORDER TO ALLOW THE AUTOZONE DELIVERY TRUCK TO SAFELY ENTER AND EXIT THE SITE, APPROVAL OF ONE DIRECT ACCESS CONNECTION (TWO-WAY TRAFFIC) TO CAYER LANE (WEST SIDE OF SITE) AND ONE ACCESS CONNECTION (TWO-WAY TRAFFIC) TO THE PROPOSED SHARED ACCESS DRIVE (EAST SIDE OF SITE) IS REQUESTED. THIS ACCESS REQUEST IS CONSISTENT WITH OTHER LOTS ALONG CAYER LANE. THE PROPOSED WESTERN ACCESS POINT IS POSITIONED AT THE LOCATION OF THE EXISTING DRIVEWAY TURNOUT THAT CURRENTLY EXISTS FOR THE SITE. ADDITIONALLY, THE PROPOSED WESTERN ACCESS POINT IS ALIGNED WITH THE EXISTING TWO-WAY ACCESS POINT LOCATED ON THE SOUTH SIDE OF CAYER LANE. THE PROPOSED ACCESS AT THE EAST SIDE OF THE SITE IS A SHARED ACCESS DRIVE, WHICH WILL BE SHARED BY BOTH LOT 8A AND LOT 8B.

Tennessee811

GRAPHIC SCALE IN FEET
20 10 0 20 40 60
1 INCH = 20 FEET

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FAX: (502) 491-8898
WWW.PRISM-CIVIL.COM
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REVISIONS

1	01/14/26 REVISED PER AGENCY	4	5	6
2			
3			

Owner / Developer:
AUTOZONE DEVELOPMENT LLC
123 South Front Street, 3rd Floor
Memphis, Tennessee 38103
TEL.: (901) 495-8701 FAX: (901) 495-8969
For Bidding & Contractor Information Contact:
Dodge Data & Analytics. Tel. 413-930-4215
Cindy.searcy@construction.com

JASON L. HALL REGISTERED ENGINEER AGRICULTURE No. 120978 STATE OF TENNESSEE
01.14.26

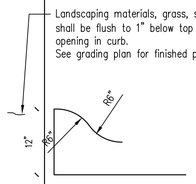
12/09/25

57N2R

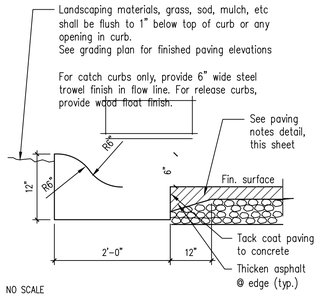
C1.0

AutoZone Store No. 10682
CAYER LANE
COLUMBIA TN 38401
SITE PLAN

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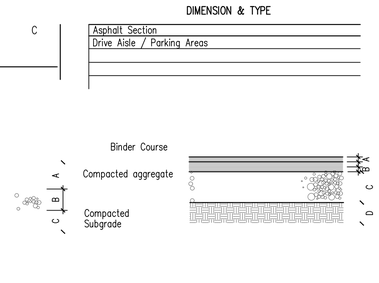


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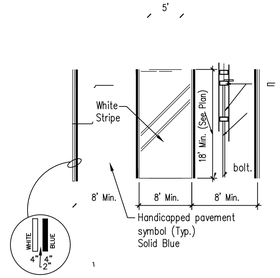
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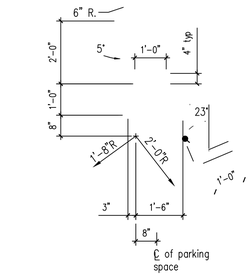


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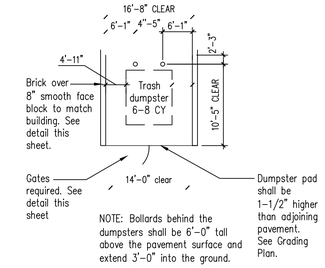
ASPHALT PAVING SECTION



HANDICAP PARKING DETAIL

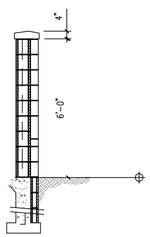


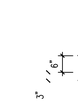
INT'L BARRIER FREE SYMBOL



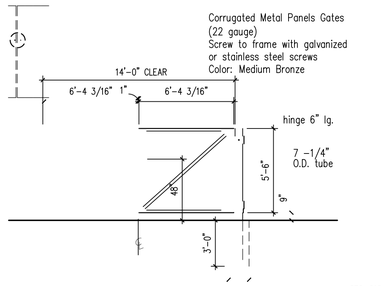
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8 BRICK DUMPSTER LAYOUT

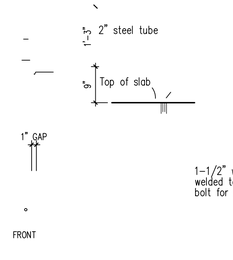




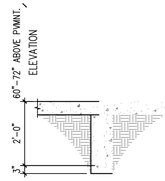
NOTE: Paint all gate frames and pipes red.



SEC-C18



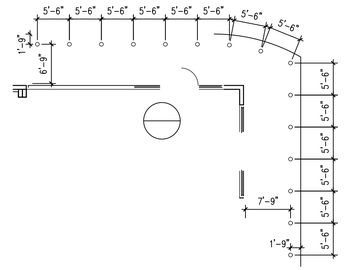
SEC-C19



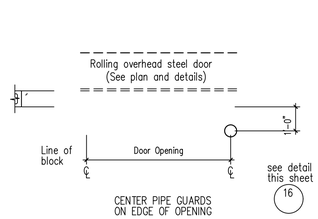
TYPICAL HANDICAP SIGN

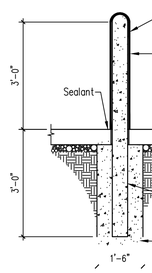
See Photometric Plan

13 TYPICAL LIGHT POLE



BOLLARD LAYOUT PLAN

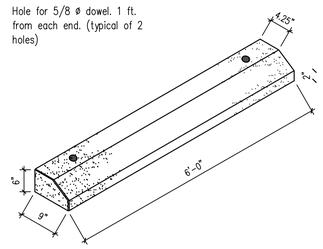




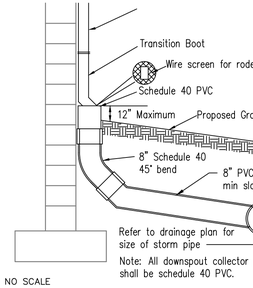
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PIPE GUARD @ ROLL-UP DOOR

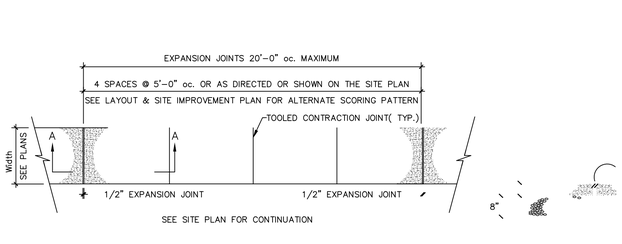
Hole for 5/8 ø dowel. 1 ft. from each end. (typical of 2 holes)



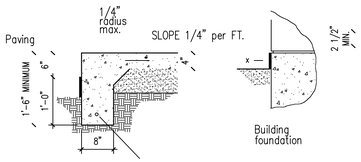
WHEEL STOP DETAIL



NO SCALE

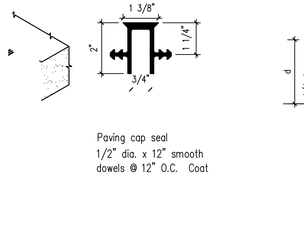






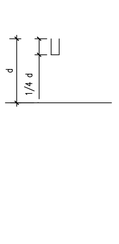
SEC-C30

TYPICAL WALK SECTION



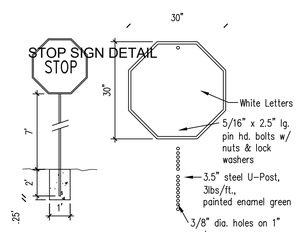
Paving cap seal
1/2" dia. x 12" smooth dowels @ 12" O.C. Coat

TYPICAL EXPANSION JOINT

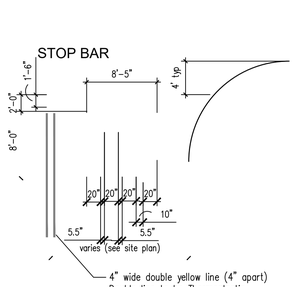


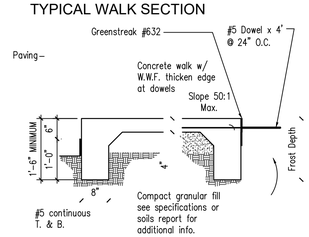
TYPICAL CONTROL JOINT

NOTE: DETAILS SHOWN ON THIS SHEET WERE PROVIDED BY AUTOZONE AND ARE INCLUDED IN THESE PLANS FOR INFORMATIONAL PURPOSES. PRISM ENGINEERING DOES NOT CERTIFY OR ASSUME RESPONSIBILITY FOR THESE DETAILS.

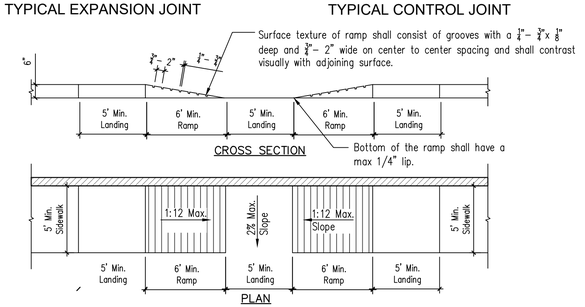


NO SCALE





Where frost depth is greater than 24" extend walk turn down to frost depth and fill area under walk extending 24" beyond edge of door opening with compacted granular fill to one half the frost depth.



Tennessee811

PE
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REVISIONS

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AutoZone Store No. 10682
CAYER LANE
COLUMBIA
TN 38401

SITE DETAILS

Owner / Developer:
AUTOZONE DEVELOPMENT LLC
123 South Front Street, 3rd Floor
Memphis, Tennessee 38103
TEL: (901) 495-8701 FAX: (901) 495-8969
For Bidding & Contractor Information Contact:
Dodge Data & Analytics. Tel. 413-930-4215
Cindy.searcy@construction.com

JASON L. HALL
REGISTERED ENGINEER
AGRICULTURE
NUMBER 120178
STATE OF TENNESSEE
01-12-26

12/09/25

57N2R

C1.A

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PLANTING SCHEDULE				
QUANTITY	KEY	BOTANICAL NAME	COMMON NAME	SIZE / REMARKS
TREES				
8	NS	Nyssa Sylvatica	Blackgum	2"Caliper, 8'min. ht.
6	MA	Magnolia Acuminata	Cucumber tree	2"Caliper, 8'min. ht.
SHRUBS				
99	BM	Buxus Microphylla 'Winter Gem'	Winter Gem Boxwood	3' o.c., 24" min. ht
71	JV	Juniperus Virginiana 'Grey Owl'	Grey Owl Juniper	3' o.c., 24" min. ht

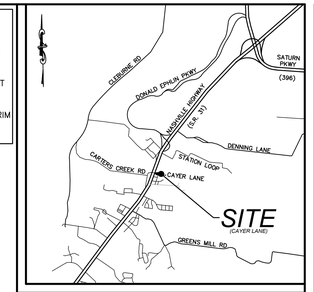
LEGEND

PROPOSED TREES

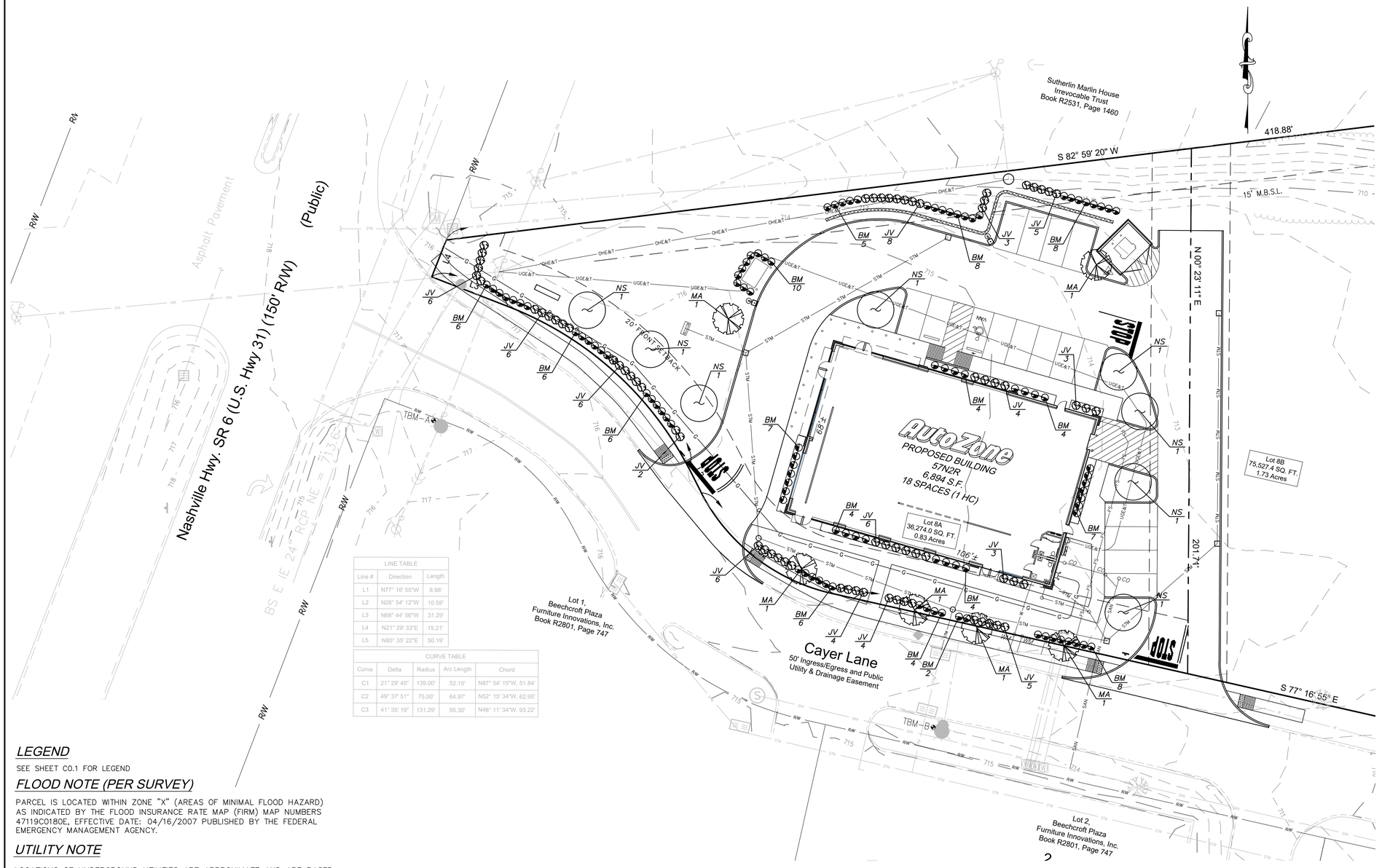
PROPOSED SHRUB

BENCHMARK
DATUM: NAVD 88

SITE TBMS
- BM "A": YELLOW MAG SPIKE IN POWER POLE. ELEVATION=718.49'
- BM "B": "TCN" IN BOLT OF FIRE HYDRANT. ELEVATION=715.72'
- BM "C": "TCN" EAST RIM OF SEWER MANHOLE. ELEVATION=708.82'



Vicinity Map
Not To Scale



LINE TABLE		
Line #	Direction	Length
L1	N77° 16' 55"W	8.98'
L2	N26° 54' 12"W	10.59'
L3	N68° 44' 56"W	31.29'
L4	N21° 29' 33"E	15.21'
L5	N80° 35' 22"E	50.19'

CURVE TABLE				
Curve	Delta	Radius	Arc Length	Chord
C1	21° 29' 45"	139.00'	52.15'	N87° 54' 15"W, 51.84'
C2	49° 37' 51"	75.00'	64.97'	N52° 15' 34"W, 62.95'
C3	41° 35' 19"	131.29'	95.30'	N48° 11' 34"W, 93.22'

LANDSCAPING REQUIREMENTS

INTERIOR REQUIREMENTS
REQUIRED:
1 LANDSCAPE ISLAND / 10 PARKING SPACES
EACH ROW OF PARKING MUST TERMINATE WITH A LANDSCAPE ISLAND
1 TREE / LANDSCAPE ISLAND
PROVIDED: (16 PARKING SPACES)
4 LANDSCAPE ISLANDS
6 TREES

VEHICLE USE AREA
REQUIRED:
1 TREE / 2000 SF OF PARKING AREA
PROVIDED: (11,896 SF OF VUA)
7 TREES

STREET SCREENING
REQUIRED:
CONTINUOUS HEDGE ROW (EVERGREEN)
1 TREE / 50 LF OF FRONTAGE
PROVIDED: (342 LF OF FRONTAGE)
7 TREES

FOUNDATION PLANTINGS
REQUIRED:
1 SHRUB PER 10 LF OF BUILDING FACADE

NORTH FACADE = 106'±
REQUIRED: 106' / 1 SHRUB / 10 LF = 11 SHRUBS
PROVIDED: 15 SHRUBS

SOUTH FACADE = 106'±
REQUIRED: 106' / 1 SHRUB / 10 LF = 11 SHRUBS
PROVIDED: 17 SHRUBS

WEST FACADE = 68'±
REQUIRED: 68' / 1 SHRUB / 10 LF = 7 SHRUBS
PROVIDED: 7 SHRUBS

EAST FACADE = 68'±
REQUIRED: 68' / 1 SHRUB / 10 LF = 7 SHRUBS
PROVIDED: 7 SHRUBS

LEGEND

SEE SHEET C0.1 FOR LEGEND

FLOOD NOTE (PER SURVEY)

PARCEL IS LOCATED WITHIN ZONE "X" (AREAS OF MINIMAL FLOOD HAZARD) AS INDICATED BY THE FLOOD INSURANCE RATE MAP (FIRM) MAP NUMBERS 47119C0180E, EFFECTIVE DATE: 04/16/2007 PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

UTILITY NOTE

LOCATIONS OF UNDERGROUND UTILITIES ARE APPROXIMATE AND ARE BASED UPON AN ALTA/NSPS LAND TITLE SURVEY PREPARED BY CESO INC., NEITHER THE ENGINEER NOR HIS REPRESENTATIVES HAVE VERIFIED OR OBSERVED THE ACTUAL INSTALLATION OF THE UTILITIES SHOWN. EXACT LOCATIONS OF ALL EXISTING UTILITIES ARE NOT CERTAIN.

UTILITY PROTECTION NOTE

ALL UTILITIES ON THESE PLANS ARE APPROXIMATE. INDIVIDUAL SERVICE LINES ARE NOT SHOWN. THE CONTRACTOR OR SUB-CONTRACTOR SHALL NOTIFY THE UTILITY PROTECTION CENTER "TENNESSEE 811" (TOLL-FREE PHONE NO. 1-800-351-1111 OR LOCAL 615-367-1110), 48 HOURS IN ADVANCE OF ANY CONSTRUCTION ON THIS PROJECT. THIS NUMBER WAS ESTABLISHED TO PROVIDE ACCURATE LOCATION OF EXISTING BELOW GROUND UTILITIES (I.E.: CABLES, ELECTRICAL WIRES, TELEPHONE LINES, GAS, AND WATERLINES). THE CONTRACTOR SHALL BE RESPONSIBLE FOR BECOMING FAMILIAR WITH ALL UTILITY REQUIREMENTS SET FORTH ON THE PLANS AND IN THE TECHNICAL SPECIFICATIONS AND SPECIAL PROVISIONS.

Tennessee811

GRAPHIC SCALE IN FEET
20 10 0 20 40 60
1 INCH = 20 FEET

REVISIONS

1	02/02/26 REVISED PER AGENCY REVIEW	4	
2		5	
3		6	

AutoZone Store No. 10682
2503 CAYER LANE
COLUMBIA TN 38401
LANDSCAPE PLAN

Owner / Developer:
AUTOZONE DEVELOPMENT LLC
123 South Front Street, 3rd Floor
Memphis, Tennessee 38103
TEL: (901) 495-8701 FAX: (901) 495-8969
For Bidding & Contractor Information Contact:
Dodge Data & Analytics. Tel. 413-930-4215
Cindy.searcy@construction.com

JASON L. HALL REGISTERED ENGINEER AGRICULTURE No. 120978 STATE OF TENNESSEE
02.02.26

12/09/25

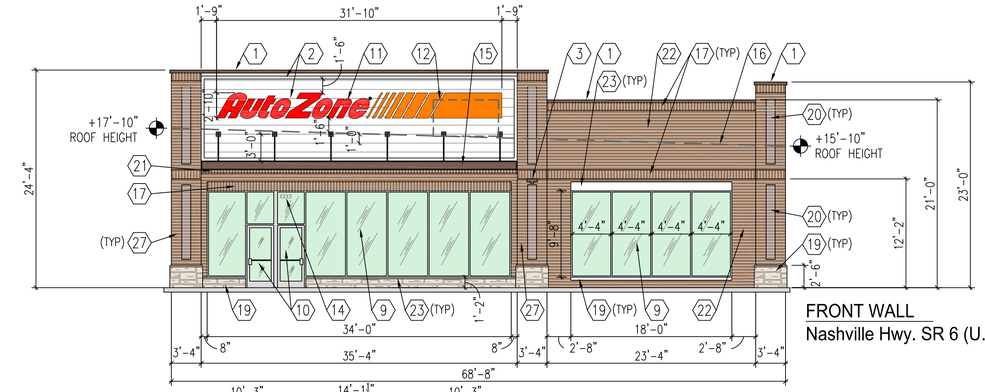
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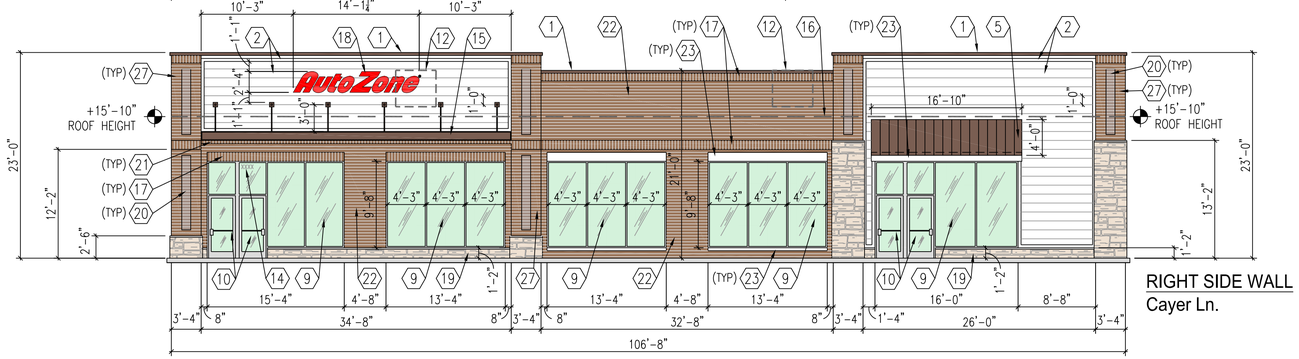
PRISM ENGINEERING
2309 Watterson Trail, Suite 200
Louisville, Kentucky 40299
Office: (502) 491-8891
Fax: (502) 491-8898
www.prism-civil.com
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PE PROJ. # 225005-E1

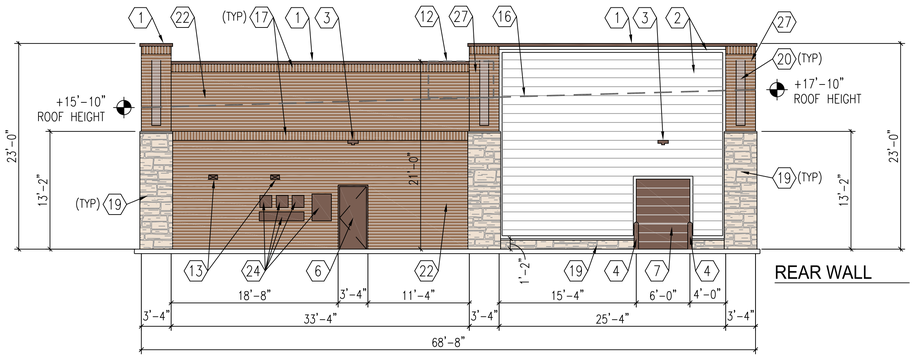
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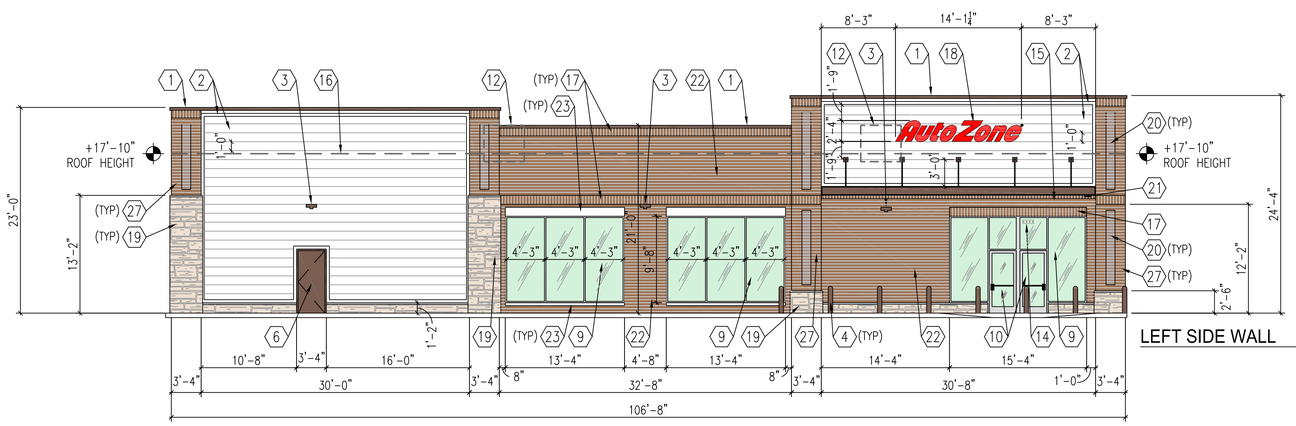
FRONT WALL
Nashville Hwy. SR 6 (U.S. Hwy 31)



RIGHT SIDE WALL
Cayer Ln.



REAR WALL



LEFT SIDE WALL

ROOF HEIGHT

1/8" = 1'-0"

1 EXTERIOR ELEVATIONS

CITY OF COLUMBIA, TN – TITLE 14, CH. 2 ZONING ORDINANCE – ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS – TABLE 4.3.1-M DISTRICT STANDARDS – PLANNED UNIT DEVELOPMENT – MIXED USE, PG 161:

FAÇADE GLAZING
- NON-SHOPFRONT 20% – 60% OF TOTAL GROUND FLOOR FAÇADE AREA
- SHOPFRONT: MIN. 50% OF TOTAL GROUND FLOOR FAÇADE AREA

SHOPFRONT MIN. 50% ELEVATION: FRONT	SQ.FT.	PROVIDED %
TOTAL SURFACE AREA	904	
TOTAL GLAZING	511	57%

SHOPFRONT MIN. 50% ELEVATION: RIGHT SIDE WALL	SQ.FT.	PROVIDED %
TOTAL SURFACE AREA	1491	
TOTAL GLAZING	798	54%

NON-SHOPFRONT 20% – 60% ELEVATION: LEFT SIDE WALL	SQ.FT.	PROVIDED %
TOTAL SURFACE AREA	1988	
TOTAL GLAZING	414	21%

GENERAL NOTES:
1. REFER TO SECTION 09900 OF THE SPECIFICATIONS FOR PAINT AND EXTERIOR COATINGS. ALL COLORS ARE BY SHERWIN-WILLIAMS PAINT COMPANY.
2. PAINT RESTROOM WALL VENTS TO MATCH THE ADJACENT WALL COLOR.
3. SEALANT AT EXPANSION JOINTS TO MATCH ADJACENT WALL COLOR.
4. ALL MASONRY JOINTS TO BE CONCAVE TOOLED.

4 GENERAL NOTES

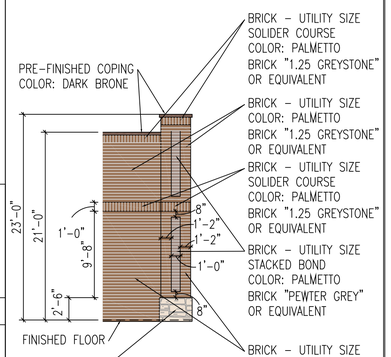
SIGNAGE NOTES:
1. AUTOZONE'S SIGN VENDOR WILL FURNISH AND INSTALL ALL SIGNS UNLESS OTHERWISE SPECIFICALLY NOTED ON THE DRAWINGS. WALL SIGNS TO BE INSTALLED ON SURFACES THAT ARE FURNISHED AND PREPARED BY GENERAL CONTRACTOR.
2. SIGN INSTALLER SHALL OBTAIN SIGN PERMITS AND INSTALL ALL FREESTANDING SIGNS AND THEIR FOUNDATIONS UNLESS NOTED OTHERWISE. GENERAL CONTRACTOR SHALL INSURE SIGN LOCATION IS TO GRADE AND SHALL MARK WHERE SIGN IS TO BE LOCATED.
3. GENERAL CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF PRIMARY ELECTRICAL, AND FINAL ELECTRICAL HOOK-UP. SEE "SN" SHEETS FOR ADDITIONAL INFORMATION.
4. SEE SHEET E3 FOR LOCATIONS OF J-BOXES TERMINATING EACH WALL SIGN CIRCUIT.

5 SIGNAGE NOTES – BUILDING

1. PRE-FINISHED ALUMINUM COPING: DARK BRONZE
2. JAMES HARDIE PLANK SIDING – SELECT CEDARMILL COLOR: ARCTIC WHITE 4" TRIM FROM MANUFACTURE COLOR: SW #7005 PURE WHITE
3. WALL MOUNTED LIGHT FIXTURE DARK BRONZE FINISH
4. PIPE GUARD WITH DARK BROWN SLEEVE
5. 3'-0" DEPTH 4'-0" HEIGHT BERRIDGE STANDING SEAM METAL AWNING COLOR: DARK BRONZE
6. PAINT MAN DOOR & METAL FRAMES – DARK BRONZE FINSH
7. DO NOT PAINT OVERHEAD DOOR PAINT ANGLES DARK BRONZE
8. NOT USED
9. ALUMINUM STOREFRONT – EVERGREEN CLEAR GLASS WINDOWS WITH CLEAR ANODIZED ALUMINUM FINISH
10. CLEAR GLASS AND ALUMINUM DOORS – CLEAR ANODIZED FINISH
11. FRONT WALL SIGN – 34" R.S. RED CHANNEL LETTERS
12. HVAC UNITS SCREENED BEHIND PARAPET WALL
13. TOILET WALL VENTS PAINT TO MATCH WALL
14. STORE ADDRESS – 6" WHITE REFLECTIVE NUMBERS
15. 3'-0" DEPTH 3'-0" HEIGHT METAL FLAT AWNING COLOR: DARK BRONZE
16. BOND BEAM AT ROOF LINE
17. BRICK – UTILITY SIZE SOLDIER COURSE COLOR: PALMETTO BRICK – 1.25 GREYSTONE OR EQUIVALENT
18. LEFT WALL AND RIGHT WALL SIGN – 28" RED CHANNEL LETTERS
19. STONE VENEER: COUNTRY LEDGESTONE – ECHO RIDGE
20. STACKED ACCENT UTILITY BRICK – (¾" RECESSED) COLOR: PALMETTO BRICK – PEWTER GREY OR EQUIVALENT
21. BRICK – UTILITY SIZE ROWLOCK COURSE COLOR: PALMETTO BRICK – 1.25 GREYSTONE OR EQUIVALENT
22. BRICK – UTILITY SIZE COLOR: PALMETTO BRICK – 1.25 GREYSTONE OR EQUIVALENT
23. SOLID CONCRETE BLOCK CAP COLOR: SW #7005 "PURE WHITE"
24. ELECTRICAL EQUIPMENT
25. NOT USED
26. NOT USED
27. 3'-4" WIDE BRICK PILASTER (4" PROJECTION)

1/8" = 1'-0" AWNO1N

2 ELEVATION KEY NOTES



ARGOS BRICK MORTAR
COLOR: SAVANNAH IVORY

PALMETTO BRICK
CONTACT: RON SPURLIN – RSpurlin@brick.com

1/8" = 1'-0" AWE01

3 EXTERIOR WALL COLOR SCHEME

REVISIONS

1	2	3
4	5	6

AutoZone Store No. 10682
2501 CAYER LANE
COLUMBIA TN 38401

COLOR ELEVATION

Architect: George Callow
123 South Front Street
Memphis, Tennessee 38103
TEL: 901-495-8705 FAX: (901) 495-8969

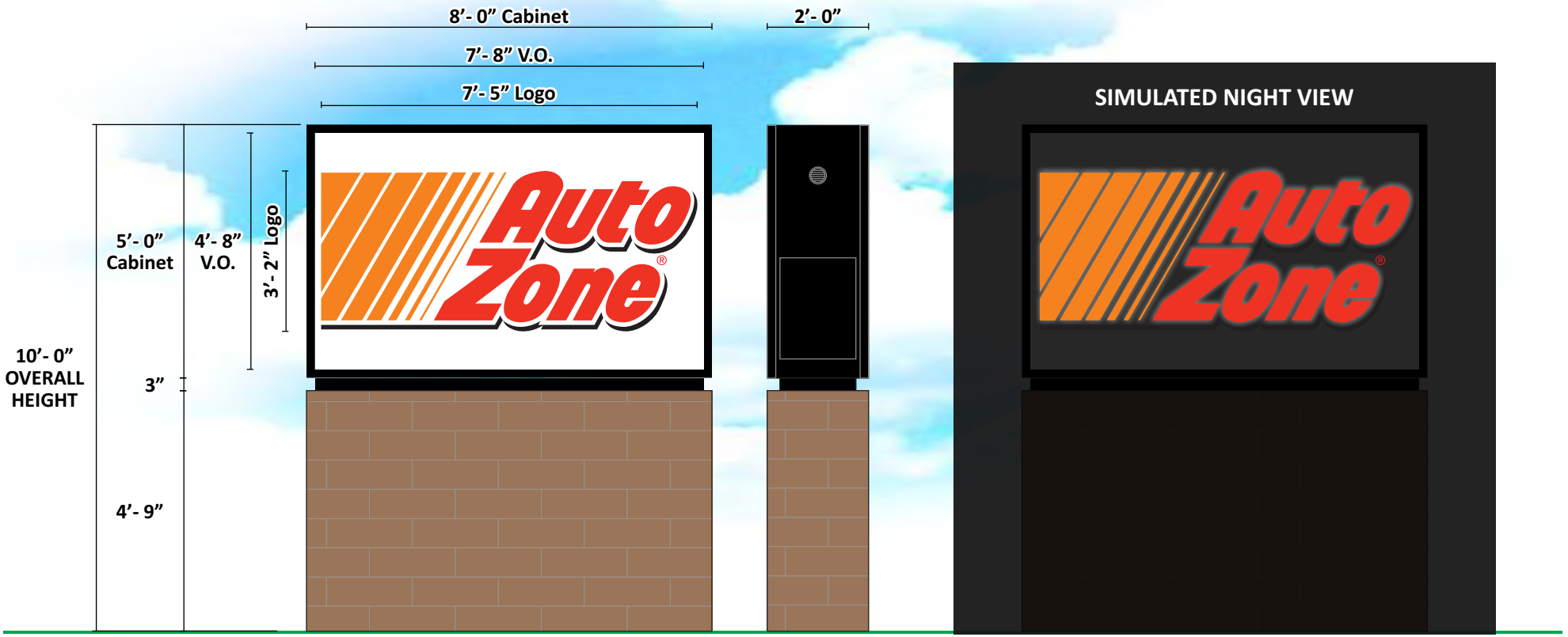
For Bidding & Contractor Information Contact:
Dodge Data & Analytics, Tel. 1-844-326-3826 ext 9429
Cindy.searcy@construction.com

GEORGE W. CALLOW REGISTERED ARCHITECT AGRICULTURE No.17910 STATE OF TENNESSEE

09-12-25

57N2-R

CE-1



ILLUMINATED DOUBLE FACE MONUMENT:

- Aluminum Cabinet Construction Painted Gloss Black
- 2” Retainers Face Side Painted Gloss Black
- Routed Aluminum Faces with Push-Thru Acrylic & Vinyl First Surface.
- 3” Reveal Painted Gloss Black
- Brick - Utility Size, Color - Palmetto Brick - 1.25 Greystone (CMU with brick veneer)
- 40 Square Feet

Note:General Contractor to provide steel pole (painted white), dig footer, pour concrete to include pad (if applicable), set pole, provide & install base. Sign vendor to provide double-face cabinet and install on pole.

AUTOZONE COLORS:

3M 3630-143 POPPY RED PMS 485C	3M 3630-44 ORANGE PMS 165	3M 3630-22 BLACK PMS BlackC	3M 3660M MATTE OVERLAMINATE

ID. ASSOCIATES
BRINGING THE WORLD'S BRANDS TO LIFE
1771 Industrial Road, Dothan, Alabama 36303
(888) 303-5534 (334) 836-1401
www.idassociatesinc.com

CLIENT: AUTOZONE	**STORE NO:** 10682	**REV:** 01/16/26 JAS	**REV:**	**REV:**
LOCATION: COLUMBIA, TENNESSEE	**DATE:** 12/16/2025	**REV:**	**REV:**	**REV:**
ACCOUNT REP: DON WATSON	**DRAWN BY:** JR	**REV:**	**REV:**	**REV:**
DRAWING NO: AZ#10682 COLUMBIA, TN-MONUMENT EXHIBIT				

EXHIBIT APPROVED BY:

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D-Series Size 1
LED Area Luminaire

Catalog Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

Buy American

Specifications

EPA: 1.01 ft² (0.09 m²)

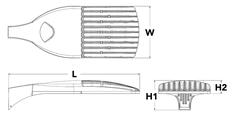
Length: 33" (83.8 cm)

Width: 13" (33.0 cm)

Height H1: 7-1/2" (19.0 cm)

Height H2: 3-1/2"

Weight (max): 27 lbs (12.2 kg)



Introduction

The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment. The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for replacing up to 750W metal halide in pedestrian and area lighting applications with typical energy savings of 65% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: DSX1 LED P7 40K T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX1 LED

Series	LEDs	Color temperature	Distribution	Voltage	Mounting
DSX1 LED	**Forward optics** P1 P4 [7] P7 [7] P2 P5 [1] P8 P3 P6 [1] P9 [1] **Rotated optics** P10 [2] P12 [2] P11 [2] P13 [2,3]	30K 3000 K 40K 4000 K 50K 5000 K	T1S Type I short (Automotive) T2S Type II short T2M Type II medium T3S Type III short T3M Type III medium T4M Type IV medium TFTM Forward throw medium T5VS Type V very short [3] T5S Type V short [3] T5M Type V medium [3] T5W Type V wide [3] BLC Backlight control [4] LCCO Left corner cutoff [4] RCCO Right corner cutoff [4]	MVOLT [1] XVOLT (277V-480V) [5,6] 120 [1] 208 [1] 240 [1] 277 [1] 347 [1] 480 [1]	**Shipped included** SPA Square pole mounting RPA Round pole mounting [10] WBA Wall bracket [1] SPUMBA Square pole universal mounting adaptor [11] RPUMBA Round pole universal mounting adaptor [11] **Shipped separately** KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish) [12]

Control options		Other options	Finish (required)
Shipped installed NLTAIR2 nLight AIR generation 2 enabled [13] PIRHN Network, high/low motion/ambient sensor [14] PER NEMA twist-lock receptacle only (controls ordered separately) [15] PERS Five-pin receptacle only (controls ordered separately) [15,16] PER7 Seven-pin receptacle only (controls ordered separately) [15,16] DMG 0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately) [17] DS Dual switching [18,19,20]	PIR High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 5fc [20,21] PIRH High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 5fc [20,21] PIR1FC3V High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc [20,21] PIRH1FC3V Bi-level, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc [20,21] FAO Field adjustable output [20,21]	**Shipped installed** HS House-side shield [22] SF Single fuse (120, 277, 347V) [9] DF Double fuse (208, 240, 480V) [9] L90 Left rotated optics [2] R90 Right rotated optics [2] HA 50°C ambient operations [1] BAA Buy America(n) Act Compliant **Shipped separately** BS Bird spikes [10] EGS External glare shield	DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white DSSTXD Textured sandstone

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D-Series Size 1
LED Wall Luminaire

Catalog Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

Buy American

Specifications

Luminaire

Width: 13-3/4" (34.9 cm) **Weight:** 12 lbs (5.4 kg)

Depth: 10" (25.4 cm)

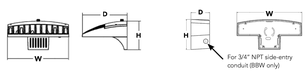
Height: 6-3/8" (16.2 cm)

Back Box (BBW, E20WC)

Width: 13-3/4" (34.9 cm) **BBW Weight:** 5 lbs (2.3 kg) **E20WC Weight:** 10 lbs (4.3 kg)

Depth: 4" (10.2 cm)

Height: 6-3/8" (16.2 cm)



Introduction

The D-Series Wall luminaire is a stylish, fully integrated LED solution for building-mount applications. It features a sleek, modern design and is carefully engineered to provide long-lasting, energy-efficient lighting with a variety of optical and control options for customized performance.

With an expected service life of over 20 years of nighttime use and up to 74% in energy savings over comparable 250W metal halide luminaires, the D-Series Wall is a reliable, low-maintenance lighting solution that produces sites that are exceptionally illuminated.

Ordering Information

EXAMPLE: DSXW1 LED 20C 1000 40K T3M MVOLT DDBTXD

DSXW1 LED

Series	LEDs	Drive Current	Color temperature	Distribution	Voltage	Mounting	Control Options
DSXW1 LED	10C 10 LEDs (one engine) 20C 20 LEDs (two engines) LAMP LED - 209 WATTS	350 350 mA 530 530 mA 700 700 mA 1000 1000 mA (1 A) [1] S1	30K 3000 K 40K 4000 K 50K 5000 K AMBPC Amber phosphor converted	T2S Type II Short T2M Type II Medium T3S Type III Short T3M Type III Medium T4M Type IV Medium TFTM Forward Throw Medium	MVOLT [2] 120 [3] 208 [3] 240 [3] 277 [3] 347 [3,4] 480 [3,4]	**Shipped included** (blank) Surface mounting bracket. BBW Surface-mounted back box (for conduit entry). [5]	**Shipped installed** PE Photoelectric cell, button type [6] DMG 0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately) PIR 180° motion/ambient light sensor, <15' mtg ht [7,8] PIRH 180° motion/ambient light sensor, 15-30' mtg ht [7,8] PIR1FC3V Motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc [7,8] PIRH1FC3V Motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc [7,8] E20WC Emergency battery backup (includes external component enclosure), CA Title 20 compliant [9,10]

Other Options		Finish (required)					
Shipped installed SF Single fuse (120, 277 or 347V) [3,10] DF Double fuse (208, 240 or 480V) [3,10] HS House-side shield [11] SPD Surge protection device [12] **Shipped separately** [13] BSW Bird-deterrent spikes VG Vandal guard DDL Diffused drop lens		DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White		DSSXD Sandstone DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum		DWHGXD Textured white DSSTXD Textured sandstone	

NOTES
1. 20C 1000 is not available with PIR, PIRH, PIR1FC3V or PIRH1FC3V.
2. MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
3. Single fuse (SF) requires 120, 277 or 347 voltage option. Double fuse (DF) requires 208, 240 or 480 voltage option.
4. Only available with 20C, 700mA or 1000mA. Not available with PIR or PIRH.
5. Back box ships installed on fixture. Cannot be field installed. Cannot be ordered as an accessory.
6. Photocontrol (PE) requires 120, 208, 240, 277 or 347 voltage option. Not available with motion/ambient light sensors (PIR or PIRH).
7. Reference Motion Sensor table on page 3.
8. Same as old ELCW. Cold weather (-20C) rated. Not compatible with conduit entry applications. Not available with BBW mounting option. Not available with fusing. Not available with 347 or 480 voltage options. Emergency components located in back box housing. Emergency mode IES files located on product page at www.lithonia.com
9. Not available with SPD.
10. Not available with E20WC.
11. Also available as a separate accessory; see Accessories information.
12. Not available with E20WC.

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Plan View
Scale - 1" = 20ft

LUMINAIRE SCHEDULE

SYMBOL					
W1	2.8 fc	4.6 fc	PARKING LOT	1.2 fc	3.8:1	2.3:1

LIGHTING NOTES:

1. TIME CONTROLS: ALL SITE LIGHTING IS CONTROLLED AND MONITORED BY AN ENERGY MANAGEMENT SYSTEM CALLED VENSTAR WHICH IS CONTROLLED AT AUTOZONE CORPORATE OFFICES. ALL SITE LIGHTING IS PROGRAMMED TO AUTOMATICALLY TURN ON AT DUSK AND TURN OFF 30 MINUTES AFTER THE CLOSE OF BUSINESS.

2. ALL FIXTURES ARE FULL CUTOFF DISTRIBUTION AND MOUNTED @ 0° DOWN POSITION.

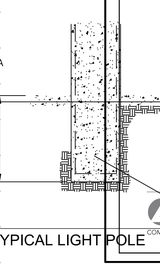
3. NO FLOODLIGHTS ARE PROPOSED.

4. THE LIGHTING PLAN COMPLIES WITH THE PROVISIONS OF THE ZONING ORDINANCE - CITY OF COLUMBIA, TN - ARTICLE 4 - BUILDING LOT & BUILDING SITE STANDARDS - SECTION 4.3.17 - PRIVATE LIGHTING STANDARDS.

NOTE: PHOTOMETRIC PLAN PROVIDED BY AUTOZONE.

NO SCALE

1 TYPICAL LIGHT POLE



NORTH

REVISIONS

1	2	3
4	5	6

AutoZone Store No. 10682
CAYER LANE
COLUMBIA TN 38401
PHOTOMETRIC PLAN

Owner / Developer:
AUTOZONE DEVELOPMENT LLC
123 South Front Street, 3rd Floor
Memphis, Tennessee 38103
TEL: (901) 495-8701 FAX: (901) 495-8969
For Bidding & Contractor Information Contact:
Dodge Data & Analytics. Tel. 413-930-4215
Cindy.searcy@construction.com

PE Proj. # 225005 E1

12/09/25

57N2R

PH-1

2500 Cayer Ln. Lot 8A
Preliminary PUD Master Plan

Project #:	25-0454	**Location:**	Tax 2500 Cayer Ln Lot 8A
Applicant:	AutoZone Development, LLC	**Case Type(s):**	Site Dev.-Prelim. PUD
Staff Planner:	Robert Archibald, Principal Planner	**Proposed Use:**	Commercial

PROJECT SUMMARY

The applicant requests approval of a Site Development Plan and revised Preliminary PUD Master Plan to permit a 6,894-square-foot retail building and related site improvements on Lot 8A of Beechcroft Plaza. The 0.83-acre property is zoned PUD and subject to a previously approved Preliminary Master Plan; however, due to the lot configuration, the proposed development does not conform and requires approval of a revised plan.

The following bullet points list requested deviations that do not comply with the PUD-MU standards of the Zoning Ordinance. Please see applicant response to deviations list in attachments.

- A PUD-MU district establishes a maximum lot or building site width of 180 feet and a minimum width of 15 feet at the right-of-way. The subject property is an existing lot of record that received Final Plat approval with approximately 15.21 feet of frontage along Nashville Highway and 342.46 feet along Cayer Lane. As platted, the lot does not align with the current minimum and maximum width standards of the district.
- The PUD-MU district requires a minimum of 60 percent frontage buildout for building facades within a building site. The applicant has requested a deviation from this requirement, indicating a proposed frontage buildout of approximately 31 percent along Cayer Lane and 0 percent along Nashville Highway.
- The PUD-MU district limits the maximum front setback at a secondary frontage (Nashville Highway) to 20 feet. Due to the irregular configuration of the existing lot of record, the applicant has requested a deviation to allow a setback of approximately 155 feet along Nashville Highway, while meeting the 20-foot maximum setback along the primary frontage at Cayer Lane.
- District standards allow a maximum driveway width of 24 feet. The applicant is requesting a deviation to accommodate delivery-truck maneuverability. The deviation is limited to the northwest corner of the building, where a maximum driveway width of 28 feet is proposed. All other internal drives on the site meet the required 24-foot width.
- The PUD-MU district does not permit freestanding signs. The applicant has submitted a deviation request to allow installation of a monument sign with a maximum height of 10 feet and a maximum sign area of 50 square feet.

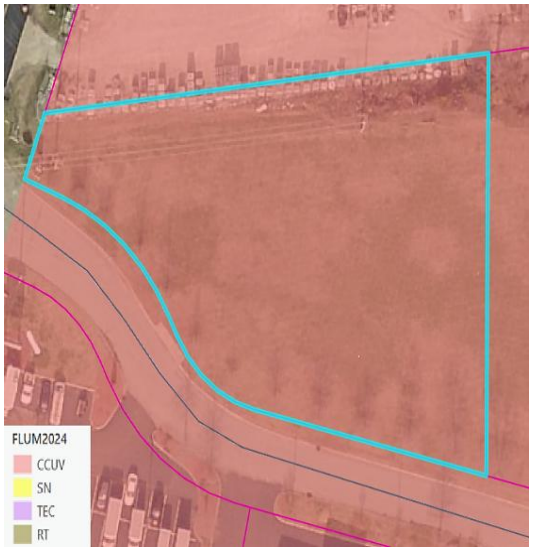
- A loading space is required per the PUD-MU standards following the standards outlined in Table 4.3.14.B of the Zoning Ordinance. The applicant requests a deviation to locate the loading space in the shared drive as noted on the site plan.
- Access Management standards limit the site to one full access point. The applicant requests a deviation to allow one direct access point to Cayer Lane (west side of the site) and one access to the proposed shared drive for delivery purposes. Engineering has indicated support for the access closest to Nashville Highway being limited to exit-only movements.
- A tree preservation plan is required for a Development Plan per the Zoning Ordinance. The applicant requests a deviation from this standard due to site constraints, including a retaining wall at the northeast corner of the site and a shared access point serving the adjacent lot. Zoning standards would otherwise require a minimum retention of 26% of the existing tree canopy where existing canopy coverage is less than 20% of the total site area. The applicant has provided justification for this request in the Plan Deviations submittal.
- Any approval should be conditioned on the timely submittal of "As-approved" plans, which reflect the substance of the plans approved by the Planning Commission, as determined by the Zoning Administrator and the City Engineer.
- The Planning Commission is the **recommending body** to City Council for a Preliminary PUD Master Plan per section 8.5.21.K of the Zoning Ordinance that lists the criteria for Planning Commission action. The Planning Commission will be the decision-making authority for the Final PUD Master.
- Templates are provided at the end of the report to assist the Planning Commission in crafting properly formatted motions.

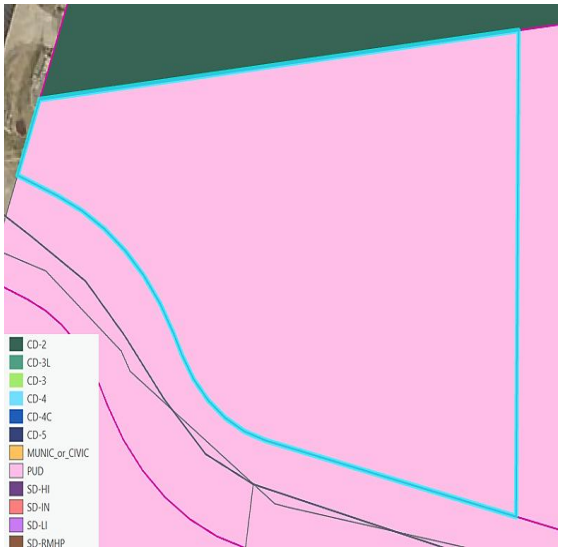
SITE INFORMATION

CURRENT ZONING	EXISTING USE	EXISTING IMP.	LAND AREA
PUD-MU	Mixed-Use	Commercial Construction	+/- 0.83



FUTURE LAND USE MAP	ZONING MAP

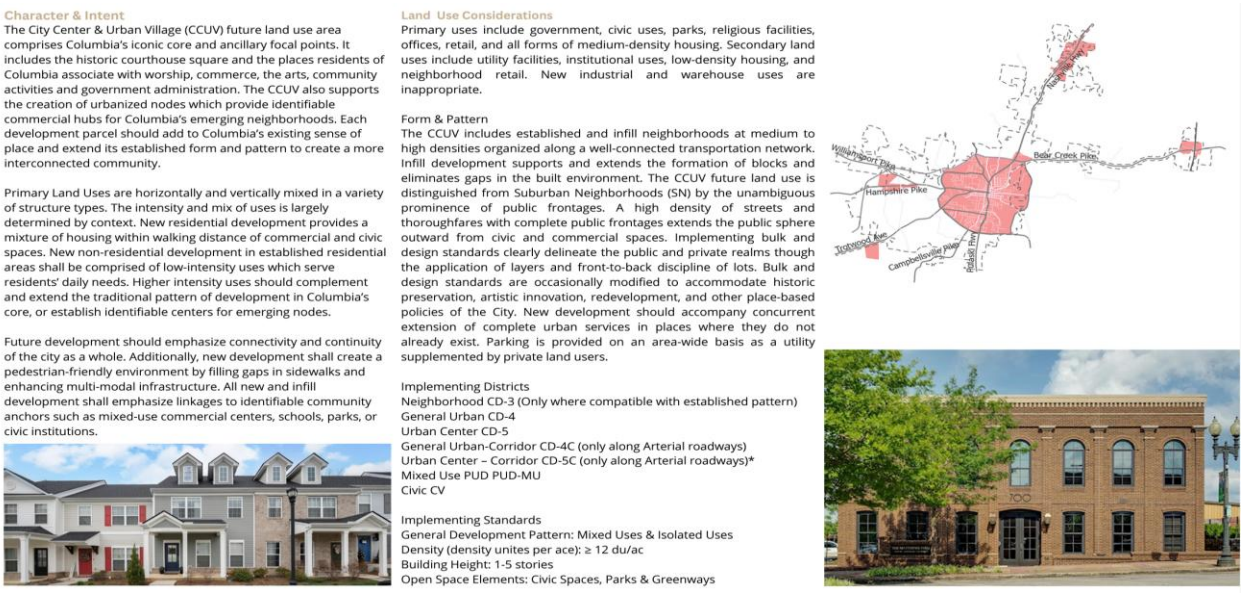




SITE CONTEXT/ADJACENT PROPERTIES			
	Future Land Use	Zoning	Current Use
Subject Property	CCUV	PUD-MU	Vacant
North	CCUV	CD-2	Commercial
South	CCUV	PUD-MU	Commercial
East	CCUV	PUD-MU	Vacant
West	CCUV	PUD-MU	Retail

CONSISTENCY WITH CONNECT COLUMBIA

City Center Urban Village: The zoning is consistent with the future land use map. The future land use of both parcels is CCUV. The City Center & Urban Village (CCUV) future land use area comprises Columbia's iconic core and ancillary focal points (Connect Columbia, p. 35). It includes the historic courthouse square and the places residents of Columbia associate with worship, commerce, the arts, community activities and government administration. The CCUV also supports the creation of urbanized nodes which provide identifiable commercial hubs for Columbia's emerging neighborhoods. Each development parcel should add to Columbia's existing sense of place and extend its established form and pattern to create a more interconnected community. The future land use classification is implemented by PUD and CV districts, as well as the CD-4 and CD-5-character districts. In some cases, the Planning Commission may determine that CD-3 and CD-4C are also appropriate implementing zones.



Character & Intent

The City Center & Urban Village (CCUV) future land use area comprises Columbia's iconic core and ancillary focal points. It includes the historic courthouse square and the places residents of Columbia associate with worship, commerce, the arts, community activities and government administration. The CCUV also supports the creation of urbanized nodes which provide identifiable commercial hubs for Columbia's emerging neighborhoods. Each development parcel should add to Columbia's existing sense of place and extend its established form and pattern to create a more interconnected community.

Primary Land Uses are horizontally and vertically mixed in a variety of structure types. The intensity and mix of uses is largely determined by context. New residential development provides a mixture of housing within walking distance of commercial and civic spaces. New non-residential development in established residential areas shall be comprised of low-intensity uses which serve residents' daily needs. Higher intensity uses should complement and extend the traditional pattern of development in Columbia's core, or establish identifiable centers for emerging nodes.

Future development should emphasize connectivity and continuity of the city as a whole. Additionally, new development shall create a pedestrian-friendly environment by filling gaps in sidewalks and enhancing multi-modal infrastructure. All new and infill development shall emphasize linkages to identifiable community anchors such as mixed-use commercial centers, schools, parks, or civic institutions.

Land Use Considerations

Primary uses include government, civic uses, parks, religious facilities, offices, retail, and all forms of medium-density housing. Secondary land uses include utility facilities, institutional uses, low-density housing, and neighborhood retail. New industrial and warehouse uses are inappropriate.

Form & Pattern

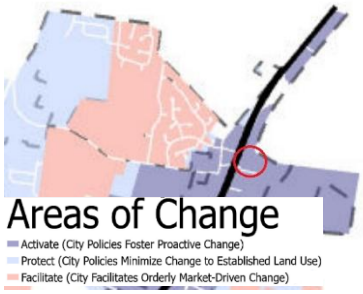
The CCUV includes established and infill neighborhoods at medium to high densities organized along a well-connected transportation network. Infill development supports and extends the formation of blocks and eliminates gaps in the built environment. The CCUV future land use is distinguished from Suburban Neighborhoods (SN) by the unambiguous prominence of public frontages. A high density of streets and thoroughfares with complete public frontages extends the public sphere outward from civic and commercial spaces. Implementing bulk and design standards clearly delineate the public and private realms though the application of layers and front-to-back discipline of lots. Bulk and design standards are occasionally modified to accommodate historic preservation, artistic innovation, redevelopment, and other place-based policies of the City. New development should accompany concurrent extension of complete urban services in places where they do not already exist. Parking is provided on an area-wide basis as a utility supplemented by private land users.

Implementing Districts
Neighborhood CD-3 (Only where compatible with established pattern)
General Urban CD-4
Urban Center CD-5
General Urban-Corridor CD-4C (only along Arterial roadways)
Urban Center – Corridor CD-5C (only along Arterial roadways)*
Mixed Use PUD PUD-MU
Civic CV

Implementing Standards
General Development Pattern: Mixed Uses & Isolated Uses
Density (density unites per ace): ≥ 12 du/ac
Building Height: 1-5 stories
Open Space Elements: Civic Spaces, Parks & Greenways

AREAS OF CHANGE POLICY

Connect Columbia established the Areas of Change Policy designation for the subject site as *Activate*. This classification calls for *Proactive Change* in areas where significant and beneficial change is occurring or is desired. These areas are the focus of proactive City policies to bring the community's values to fruition. Public investment and increased coordination with the private sector will achieve transformational changes envisioned by the community. (Connect Columbia p. 32).



CONFORMITY WITH ZONING ORDINANCE

Landscaping/Tree Preservation:

Staff notes that the site development plan meets internal landscaping standards for parking lot islands and frontage landscaping. However, a deviation from the tree preservation requirement has been requested by the applicant. Existing conditions indicate minimal tree canopy, primarily at the northeast corner of the lot. Under the Zoning Ordinance, sites with less than 20% existing tree canopy are required to retain at least 26% of the canopy. Staff acknowledges that the applicant's request is based on significant grade changes across the site and the need for a retaining wall in the northeast corner, which limits the ability to preserve existing trees in that area.

Loading Space:

The Zoning Ordinance limits site parking to a maximum of 50% of the required standard. For a retail use, one space is required per 500 square feet of gross floor area. The applicant proposes 16 parking spaces, which satisfies the minimum requirement and does not exceed the maximum allowed for the proposed 6,894-square-foot structure.

A loading space is also required under Section 4.3.14 of the Zoning Ordinance. The applicant has requested a deviation to utilize a 10' x 50' portion of the shared access on the east side of the site, citing an infrequent delivery schedule during non-peak hours.

Staff notes that the Location, Design & Access criteria for loading spaces include specific standards, three of which are of particular concern:

8. Loading facilities may not obstruct areas required for emergency access, including fire lanes.
10. Required dimensions of loading spaces shall not include any access or entrance to, or exits from, such spaces.
14. Off-street loading areas shall be screened in accordance with Section 4.3.11.

While staff recognizes the site's limited space for a full loading area, the Planning Commission should consider these ordinance requirements in conjunction with the applicant's requested deviation.

Staff prepared the tables below to illustrate how the proposed development complies with the bulk and design standards of the Zoning Ordinance. **Table 1** summarizes the applicable bulk standards for a PUD-MU character district. **Table 2** outlines the applicable design standards pursuant to Section 4.3.1-M of the Zoning Ordinance within the PUD-MU District.

Table 1 (PUD-MU) Mixed Use Planned Unit Development Bulk Standards		
Bulk Standards:	**Required**	**Proposed**
Minimum Lot/ Building Site Width Minimum and Maximum:	18 ft. min/ 180 ft. max	Nashville Hwy Frontage – 15.21 feet Cayer Lane Frontage – 342.46 feet
Lot/Building Enfrontment:	Facades must have main entrance in principle of building frontage	The façade of the building enfronts a vehicular Thoroughfare (Cayer Ln)
Building Height:	2 stories minimum **Subject to adjacent uses in PUD MU per Planning Commission*	1 story
Frontage Buildout:	60% minimum	31% buildout – Cayer Ln 0% buildout - Nashville Hwy.
Setbacks:	**Principal Buildings** **Front:** – 0-20 ft. **Secondary Frontage:** 0-20 ft. **Side:** – 0' attached, 10 ft-24ft. **Rear:** NR.	**Front:** – 20 ft. **Secondary Frontage:** - 155 ft. **Side:** - 24 ft + **Rear:** NR

Table-2 (PUD-MU) Mixed Use Planned Unit Development Architectural Standards		
Design Standards:	**Required**	**Proposed**
Main Entrance:	Main Entrance must be in Façade of Principal Frontages.	Main entrance enfronts a defined street section (Cayer Lane)
Vertical Composition:	Identifiable Base, Middle, & Cap	The facade includes a defined base, middle, and cap.
Façade Position & Façade Articulation:	Main entrance at façade & position parallel to frontage line. A façade greater than 100' shall be differentiated so that it appears to be comprised of two or more adjacent buildings.	The principal frontage is parallel to the frontage. The façade frontage along Cayer Lane incorporates two defined entrances, varying cornice heights, changes in materials, and stacked accent utility brick to visually differentiate the building massing, consistent with the appearance of two or more adjacent buildings.
Façade Openings:	20 ft. or less spacing for windows/doors	Proposed windows and/or doors are not spaced 20' apart.
Façade Glazing:	20-60 % non-shopfront, 50% for shopfront	21% non-shopfront façade (left side wall), 57% shopfront (front wall), 54% shopfront (right wall)
Window Shape:	Square or vertical proportions	All windows are square or vertical proportioned
Window Alignment:	Upper floor windows and other features must be aligned with those of first floor	All windows are ground level with exception to window dormer elements within visible roofline.
Window Types:	Single-hung, double-hung, casement.	All windows adhere to the window type standards as described.
Window Glazing Material:	Clear	All windows proposed to be clear glass.
Window Trim in 1st Layer:	Min 4 in. trim with sill and top plate/ soldier course above lintel and rowlock course below sill	Elevations contain window trim and rowlock and soldier course around window areas where brick is used as a façade material.
Shutters:	Functional to cover half of window width/ shutter dogs	Shutters are not proposed on windows.
Façade Windowsill Height:	5 ft. min above grade (residential only)	N/A (*Commercial uses do not have this requirement*)
Façade Variety:	No façade may exist more than once on a block face or within view of same façade	The block face consists of two facades that differ slightly with window and door placement and materials.
Roof Type & Pitch:	Hip/ Gable/ Flat	Flat

Primary Building Materials:	Brick, Fiber Cement Board, Wood, Authentic stucco over masonry	All elevations indicate a primary façade material of brick, fiber-cement board, and stone.
Foundation Cladding:	Brick or Natural Stone	Brick
Building Colors:	Up to 3 colors, including the natural color of any allowed materials, but excluding trim color.	Does not exceed 3 colors.

REVIEW PROCESS

Section **8.3.3.B.7** of the Zoning Ordinance authorizes the Planning Commission to make "Recommendations to the City Council on a preliminary Master PUD Development Plan." Sections 8.5.21.B.3 and 8.5.21.K of the Zoning Ordinance establish the criteria for Planning Commission review and action on the proposed Preliminary PUD Master Plan.

8.5.21.B Master PUD Development Plan Approval

3. Without limitation to Section 8.5.21.B.2 above, approval of Rezoning of property to a PUD District, Zoning Text Amendment application related to a PUD, or a Master PUD Development Plan are subject to the Planning Commission's and the City Council's first making formal, written findings regarding each of the items listed in Section 8.5.21.B.2 and that the proposed Development, such applications, and approvals:

> Approval of a Master PUD Development Plan [is] subject to the Planning Commission's and the City Council 's first making formal, written findings regarding each of the items listed in Section 8.5.21 B.2 and that the proposed Development, such applications, and approvals:
>
> a. conforms to all applicable standards and requirements of this Ordinance,
>
> b. would be compatible with other Development permitted under all applicable provisions of this Ordinance.
>
> c. will not significantly interfere with the use and enjoyment of other land in the vicinity.
>
> d. adequately conserve woodland and the protect water courses from erosion and siltation.
>
> e. maximizes safety, convenience, and amenities for the residents and visitors of the Development; and
>
> f. adequately address all such other matters as they may find to have a material bearing upon the stated standards and objectives of this Ordinance.

4. Unless specifically exempted, the standards and requirements contained in this Section 8.5.21 shall be in addition to all other applicable standards and requirements established in this Ordinance.

8.5.21.K.1 Planning Commission Action on Preliminary Master PUD Development Plan
Before making any recommendation on a Preliminary Master PUD Development Plan or an amendment to an existing approved Preliminary Master PUD Development Plan, the Planning Commission shall consider the Certificate of Compliance and all recommendations from the Zoning Administrator, the City Engineer, and other City departments, and shall conduct a public hearing.

Section **8.3.2.B.4** directs the City Council to reach a final decision on the preliminary Master PUD Development Plan of a Planned Unit Development. If the City Council approves the Preliminary PUD Master Plan, the applicant will have two years to submit a Final PUD Master Plan. The Planning Commission shall determine whether the Final PUD Master Plan complies with the Preliminary Master Plan (§ 8.5.21.Q)

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

The DRC reviewed this proposal at its January 2026 meeting. A full list of comments, and the applicant's responses, is provided in the agenda packet. Some key comments are noted below.

- **Architectural Design**: Planning staff requested revisions related to architectural design. The applicant has revised the plans to incorporate the requested changes.
- **Access Management**: Engineering reviewed access management and noted that the site is limited to one access point. The applicant has submitted a deviation request addressing this standard, which is included in the Plan Deviations submittal within the Commission's packet.
- **Fire**: Fire staff advised the applicant that the building will be required to be fully sprinkled or, alternatively, the applicant must complete the water system improvements identified by CPWS in the water letter.
- **Water Service**: CPWS issued a water availability letter on December 3, 2025, which remains valid through June 3, 2026.

SAMPE MOTIONS

Approve:

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in sections **8.5.21.B**, **8.5.21.K**, **8.5.18** and **8.5.19** of the City of Columbia Zoning Ordinance have been satisfied, and recommend approval of the Rezoning to PUD-MU with Preliminary Planned Unit Development Master Plan as presented *[, subject to technical comments and other conditions presented by planning staff*].

Approve Subject to Conditions:

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in sections **8.5.21.B**, **8.5.21.K**, **8.5.18** and **8.5.19** of the City of

Columbia Zoning Ordinance have been satisfied, and recommend approval of the Rezoning to PUD-MU with Preliminary Planned Unit Development Master Plan, subject to the following conditions: [*list conditions of approval crafted by Planning Commission*].

Deny:

Move to recommend denial of the Rezoning to PUD-MU having found, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in sections **8.5.21.B**, **8.5.21.K**, **8.5.18** and **8.5.19** of the City of Columbia Zoning Ordinance, are not satisfied [*list specific reasons for denial*].

Defer:

Move to find that there is insufficient information to make a decision, defer the matter to the next regularly scheduled meeting of the Planning Commission, and request that the [*applicant/staff*] provide: [*list additional information*] for review at a future meeting.

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Liz Bermudez, Executive Secretary, lbermudez@columbiatn.gov 931.560.1510

AGENDA ITEM TITLE: 2ND CONSIDERATION OF ORDINANCE NO. 4584 - AN ORDINANCE TO TERMINATE AN ELECTRIC POWER EASEMENT LOCATED ON TAX MAP 051 PARCEL 058.07 AT HONEY FARM WAY AND U.S. 31/NASHVILLE HIGHWAY AND TO AUTHORIZE THE MAYOR TO EXECUTE ANY RELATED DOCUMENTS

RECOMMENDATION: Approve Ordinance No. 4584 on second consideration.

INFORMATION: CPWS has forwarded the request for the City to terminate an electric power easement located on Tax Map 051 Parcel 058.07 at Honey Farm Way and U.S. 31.

ATTACHMENTS: Staff Report Ordinance No. 4584, Ordinance No. 4584, Exhibit A.

AN ORDINANCE TO TERMINATE AN ELECTRIC POWER EASEMENT LOCATED ON TAX MAP 051 PARCEL 058.07 AT HONEY FARM WAY AND U.S. 31/NASHVILLE HIGHWAY AND TO AUTHORIZE THE MAYOR TO EXECUTE ANY RELATED DOCUMENTS

WHEREAS, the City of Columbia is the owner of a 40' Electric Power Easement as shown on plats of record in Plat Book 23, Page 218, and Plat Book 24, Page 45, Register's Office of Maury County, Tennessee; and

WHEREAS, the easement burdens property owned by EMG Honey Farm, LLC (hereinafter referred to as "Owner") as shown on Tax Map 051, Parcel 058.07; and

WHEREAS, the 40' Electric Power Easement has been replaced by the "Electric Utility Easement Established this Survey" as shown on plat of record in Plat Book 24, Page 45, Register's Office of Maury County, Tennessee, and Owner has requested that the City of Columbia abandon and terminate the 40" Electric Power Easement.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF COLUMBIA, as follows:

Section 1: That the City of Columbia, Tennessee, does hereby abandon and terminate the 40' Electric Power Easement as shown on plats of record in Plat Book 23, Page 218, and Plat Book 24, Page 45, ROMCT.

Section 2: That the Mayor of the City of Columbia, Tennessee, is hereby authorized to execute and deliver the Termination of Easement attached hereto as exhibit A and any other documents necessary to terminate the 40' Electric Power Easement.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF THE CITY OF COLUMBIA, TENNESSEE, This the_____ day of _____, 2026.

_____
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

_____

JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

_____

ANTHONY R. MASSEY – CITY MANAGER

Passed on 1st consideration _____

Passed on 2nd consideration:_____

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING, RETURN TO:
Chambliss, Bahner & Stophel, P.C.
605 Chestnut Street, Suite 1700
Chattanooga, Tennessee 37450
Attn: Kirby W. Yost

ADDRESS OF NEW OWNER(S):	SEND TAX BILLS TO:	MAP PARCEL NO.
EMG Honey Farm, LLC 6148 Lee Highway Suite 300 Chattanooga, TN 37421	EMG Honey Farm, LLC 6148 Lee Highway Suite 300 Chattanooga, TN 37421	051 058.07

Cross Reference: Plat Book 23, Page 218; Plat Book 24, Page 45

TERMINATION OF EASEMENT

THIS TERMINATION OF EASEMENT (the "**Termination**") is executed on this _____ day of _____, 2026, by the City of Columbia, a Tennessee municipal corporation (the "City") and the Board of Public Utilities for the City of Columbia, Tennessee d/b/a Columbia Power & Water Systems ("**CPWS**").

RECITALS:

A. CPWS is the beneficiary of a 40' Electric Power Easement as shown on plats recorded in Plat Book 23, Page 218 and Plat Book 24, Page 45, in the Register's Office of Maury County, Tennessee (the "**Original Easement**").

B. The Original Easement burdens the real property now owned by EMG Honey Farm, LLC, having tax parcel no. 051 058.07 (the "**Burdened Property**"), as more particularly described on Exhibit A attached to and made a part of this Termination.

C. No utility lines or facilities are located within the area provided for in the Original Easement, and the Original Easement has been replaced by the easement labeled "Electric Utility Easement Established This Survey" as reflected on the plat recorded at Plat Book 24, Page 45, and therefore the City and CPWS agree to terminate the Original Easement.

In consideration of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CPWS agrees as follows:

1. Termination of Easement. City and CPWS hereby terminate and abandon the Original Easement, and the Original Easement shall be of no further force and effect from the date of this Termination.

2. Applicable Law. This Termination shall be governed by Tennessee law.

[Signature page attached.]

IN WITNESS WHEREOF, the undersigned has executed this Termination of Easement as of the date set forth on the first page hereof.

CITY OF COLUMBIA, a Tennessee municipal corporation

By: _____

Name: _____

Title: _____

STATE OF TENNESSEE
COUNTY OF MAURY

Before me, a Notary Public of the state and county mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be _____ of the CITY OF COLUMBIA, the within named bargainor, a Tennessee municipal corporation, and that such person as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation by such person as such _____.

WITNESS my hand and seal, at office in Maury County, Tennessee this _____ day of _____, 2026.

_____
NOTARY PUBLIC

My Commission Expires: _____

BOARD OF PUBLIC UTILITIES FOR THE CITY OF COLUMBIA, TENNESSEE D/B/A/ COLUMBIA POWER & WATER SYSTEMS

By: _____
Name: Walker Vining
Title: Chairman

STATE OF TENNESSEE
COUNTY OF MAURY

Before me, a Notary Public of the state and county mentioned, personally appeared Walker Vining, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Chairman of the BOARD OF PUBLIC UTILITIES FOR THE CITY OF COLUMBIA, TENNESSEE D/B/A COLUMBIA POWER & WATER SYSTEMS, the within named bargainor, and that such person as such Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by personally signing the name of Columbia Power & Water Systems by such person as such Chairman.

WITNESS my hand and seal, at office in Maury County, Tennessee this 25th day of February, 2026.

MARY SINGLETON
STATE OF TENNESSEE NOTARY PUBLIC
MAURY COUNTY

Mary Singleton
NOTARY PUBLIC

My Commission Expires: 03/23/2027

STATE OF TENNESSEE
COUNTY OF Maury

I hereby swear or affirm that the actual consideration for this transfer or the value of property transferred, whichever is greater, is $-0-, which amount is the actual consideration paid for the property transferred herein.

MARY SINGLETON
STATE OF TENNESSEE NOTARY PUBLIC
MAURY COUNTY

AFFIANT:

Name: JONATHAN HARDIN

Sworn and subscribed to before me this 25th day of February, 2026.

Mary Singleton
Notary Public

My Commission Expires: 03/23/2027

Exhibit A
Legal Description of Burdened Property

IN THE CITY OF COLUMBIA, MAURY COUNTY, TENNESSEE:
Lot 1B as shown on Amendment to Lot 1, Honey Farm Crossing, recorded in Plat Book 24, Page 45, in the Register's Office of Maury County, Tennessee.

REFERENCE is made for prior title to Special Warranty Deed recorded in Book R2905, Page 1420, in the Register's Office of Maury County, Tennessee.