1. Agenda

   Documents:

   2024_05_20AGENDA.PDF

2. Meeting Materials

   Documents:

   2024_05_20RADIO.PDF
   2024_05_20OCCUPANCYVIOLATIONS.PDF
   2024_05_20WATERBOND.PDF
   2024_05_20ANIMALS.PDF

CITY OF
Clemson
SOUTH CAROLINA

Agenda, Clemson City Council
May 20th, 2024
Council Chamber, Clemson City Hall

6:30 p.m. Call to Order: Regular Council Meeting
Invocation and Pledge of Allegiance: Council Member Watt
Proclamations: Daniel High School Boys Soccer Team
Public Session: (3-minute limit per speaker)
Approval of Minutes: May 6th, 2024
Reports/Discussion

- **a.** Discuss amending the animal cruelty ordinance to include shelter guidelines for weather and temperature. –Council Member Brookover
- **b.** Staff Reports

Policy Action ***(2-minute limit per speaker)***

- ***a.*** Consider 1st reading of a supplemental bond ordinance for the issuance of water and sewer revenue bonds. –City Administrator Andy Blondeau
- **b.** Consider 1st reading of an amendment to Article III Sec. 13-73. d., to allow an occupancy violation to be issued to the property manager, person in charge, or resident, not just the property owner. –Zoning and Codes Administrator Jacob Peabody

Other Policy Items

- **a.** Consider a license agreement with Clemson University for the placement of public safety equipment at 204 West Lane. – City Administrator Andy Blondeau

Mayor-Council reports/comments/new business

Adjourn

City of Clemson
Agenda Item Request Form

Requested By: Andy Blondeau

Date Submitted: May 11, 2024

Council Meeting Date: May 20, 2024

Type of Request: (check only one)

- ☐ Report/Discussion
- ☒ Policy/Action
- ☐ Executive Session

Agenda Item Summary: (brief for public information and posted agenda)

Consider a license agreement with Clemson University for the placement of public safety equipment at 204 West Lane.

Agenda Item Detail: (expand as necessary for clarification)

There are multiple areas in the city and on campus where the radio signal needs to be enhanced to improve our interoperability. This project will solve this issue by extending the signal and allowing other agencies to access the system.

WATER TOWER ATTACHMENT
LICENSE AGREEMENT

THIS WATER TOWER ATTACHMENT LICENSE AGREEMENT ("Agreement") is executed to be effective as of May [__], 2024, by and between **CITY OF CLEMSON, SOUTH CAROLINA**, a body politic and corporate, a political subdivision of the State of South Carolina ("Owner"), and **CLEMSON UNIVERSITY**, a State of South Carolina institution of higher education, ("Licensee") (Owner and Licensee, collectively, "Parties").

PRELIMINARY STATEMENT

WHEREAS, Owner is the owner of real property located at: 204 West Lane, Clemson, SC, Pickens County, South Carolina, with TMS No.: 4054-08-88-7655 ("Property");

WHEREAS, the Property contains a vertical water tower structure ("Tower") on which Licensee desires to attach one or more video surveillance cameras ("Cameras") and construct a building for the support and operation of the Cameras for fire and emergency management services communication systems and the storage related to such systems and equipment necessary to operate its systems (the "Building"), all for the safety and welfare of the University students and employees and greater Clemson community; and

WHEREAS, the Parties desire to enter into this Agreement to provide for certain terms and conditions between the Parties regarding the installation, maintenance and other considerations regarding the Cameras to be located on the Tower, and the Building to be constructed on the Property.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter set forth, and intending to be legally bound thereby, the Parties do hereby covenant and agree as follows:

1. Grant of Non-Exclusive Revocable License. During the term of this Agreement, Licensee is authorized, on a non-exclusive basis, and subject to the terms of this Agreement and applicable law, to install the Cameras on the Tower and construct the Building for the limited purpose set forth above, all at the sole const and expense of Licensee. All parts of Cameras and related equipment and attachments, and the Building and its contents, must be owned and operated by Licensee, other than power supplies owned and provided by Owner.

2. No Grant of Authority. Nothing in this Agreement shall be construed as granting to Licensee the authority to install any Camera on the Tower, or construct the Building on the Property, at any particular location. Specific prior authority to install a Camera on the Tower and construct the Building on the Property must be obtained from Owner. Licensee expressly acknowledges that this Agreement does not constitute a conveyance of a real property interest or an interest in the Tower or the Property, and that the Cameras and the Building will at all times be used for the public purpose of providing safety and security.

3. No Warranty. Owner makes no, and hereby disclaims, any and all express or implied warranties regarding the condition or safety of the Property or the Tower, including any implied warranty of merchantability or fitness for a particular purpose. Licensee further acknowledges and agrees that it has an obligation to inspect the Property and the Tower, at its sole cost and expense, prior to commencing any work upon or entering the Property.

4. Compliance with Applicable Law. Licensee shall at all times comply with all applicable federal, state and local laws, rules, orders and regulations. Licensee acknowledges that Owner may develop rules, regulations, and specifications that apply to the construction, reconstruction, attachment, movement, placement, installation, location, removal, reattachment, reinstallation, replacement, or relocation of any Camera or the Building, and such rules, regulations, and specifications must govern Licensee's activities as if they were in effect at the time the Agreement was executed, and shall not be considered an impairment of the rights provided

under this Agreement.

5. Unassignable. Licensee shall not transfer, encumber, or assign this Agreement without the prior written consent of Tenant.

6. Limitation of Liability. Licensor shall not be liable to Licensee, or those claiming through or under Licensee, for injury, death, or property damage occurring in, on, or about the Property, and/or in any way relating to or arising out of the installation, construction, maintenance, operation and/or removal of the Cameras and/or the Building.

7. Insurance. Licensee, at its own cost and expense, shall provide and keep in force a general liability and property casualty policy or policies. Owner shall be responsible for insuring all of its personal property located at the Property, including, without limitation, the Cameras and the Building, and all equipment, cables and other property related thereto.

8. Term. The term of this Agreement shall continue for and during a term of **ten (10) years** beginning on the date hereof, unless earlier terminated by either party, on ninety (90) days written notice to the other party ("Term"). The Parties may extend the term of this Agreement by written agreement.

9. Divisibility. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. Entire Agreement. This instrument contains the entire and only agreement between the parties, and no oral statement or representations or prior written matter not contained in this instrument shall have any force or effect. This Agreement shall not be modified or amended in any way except by a writing executed by both parties.

11. Choice of Law. This Agreement shall be governed by the laws of the State of South Carolina, without regard to conflict of law principles.

IN WITNESS WHEREOF the undersigned parties have caused this Water Tower Attachment License Agreement to be executed as of the day and year first above written:

OWNER:

CITY OF CLEMSON, SOUTH CAROLINA

By:______________________________

Print Name:________________________

Title:_____________________________

LICENSEE:

CLEMSON UNIVERSITY

By: Anthony E. Wagner

Print Name: Anthony E. Wagner

Title: EVP for Finance and Operations

City of Clemson
Agenda Item Request Form

Requested By: Jacob Peabody

Date Submitted: 5/14/2024

Council Meeting Date: 5/20/2024

Type of Request: (check only one)

- ☐ Report/Discussion
- ☒ Policy/Action
- ☐ Executive Session

Agenda Item Summary: (brief for public information and posted agenda)

Consider First Reading of an amendment to Article 3 Sec, 13-73, d to allow an occupancy violation to be issued to the property manager, person in charge or resident of the property not just the property owner

Agenda Item Detail: (expand as necessary for clarification)

To issue a violation we have to physically hand the person a violation and staff can only do this within the boundaries of Clemson. This makes issuing a violation very difficult when so many owners live out of town. This will allow us to issue ordinance violations to who ever the responsible party is.

CODE OF ORDINANCES

CHAPTER 13 OFFENSES AND MISCELLANEOUS PROVISIONS (1)

FOOTNOTE(S):

--- (**1**) ---

Cross reference—Traffic, ch. 18.

ARTICLE III. RENTAL HOUSING REGULATIONS (3)

FOOTNOTE(S):

--- (**3**) ---

Editor's note—Ord. No. CC-2012-03, adopted March 19, 2012, amended art. III in its entirety to read as set out herein. Former art. III, §§ 13-55—13-75, pertained to similar subject matter and derived from Ord. No. CC-2010-10, adopted Sept. 7, 2010.

Sec. 13-73. Occupancy Label Required.

a. Effective January 1, 2011, an Occupancy Label signed and issued by the Zoning and Codes Administrator shall be affixed to one of the following locations as determined by the owner of the rental property: the interior side of the main door of the rental residence, or on the exterior surface of the refrigerator door, inside the cabinet door beneath the kitchen sink or on the wall or door immediately adjacent to the fire extinguisher or in an otherwise conspicuous location. The Occupancy Label shall indicate the maximum number of occupants allowed by Section 19-304, address of the residence, and date of issuance. Removal of the label shall be cause for denial of a rental permit for the property.

b. Initial issuance of the Occupancy Label will be hand delivered to the owner/person in charge or through first class mail to the owner of the rental property within 30-days of receiving their first permit.

c. Subsequent issuance of new Occupancy Labels will be done on an as-needed basis in conjunction with issuance of rental permits after successful completion of the rental inspection.

d. It is the responsibility of the Property Owner or Person in Charge to ensure that tenants are aware of the occupancy guidelines. Occupancy violations will be levied against the Property Owner, Property Manager, Person in Charge or Resident of the Property. Violation of occupancy guidelines may result in suspension of the rental permit.

e. There shall be a $5 fee for replacement of a destroyed, lost, or removed Occupancy Label.

City of Clemson
Agenda Item Request Form

Requested By: Andy Blondeau

Date Submitted: May 15, 2024

Council Meeting Date: May 20, 2024

Type of Request: (check only one)

- [ ] Report/Discussion
- [x] Policy/Action
- [ ] Executive Session

Agenda Item Summary: (brief for public information and posted agenda)

Consider 1st reading of a supplemental bond ordinance for the issuance of water and sewer revenue bonds.

Agenda Item Detail: (expand as necessary for clarification)

These bonds will be issued to fund the expansion of the Pendleton/Clemson Wastewater Treatment Plant, an equipment purchase for an AMI system, and the replacement of pump stations 5 and 7 along with their connecting interceptor.

This treatment plant expansion will increase capacity at the Pendleton plant from 2MGD to 5MGD. The City of Clemson currently has 1MGD of the plants existing capacity and will obtain an additional 1MGD through the expansion.

The Guaranteed Maximum Price for the expansion came in at $60,994,197.92. The City of Clemson will be responsible for 33.34% of the expansion cost. The project has received a $10,000,000 SCIIP grant and is currently in line to receive an additional $1,500,000 from the state in this years budget. The City's 33.34% share of the remaining $45,994,197 in anticipated to be $16,701,406.

The Advanced Metering Infrastructure (AMI) equipment will allow the City to read approximately 10,000 meters remotely. AMI is a two-way communication system to collect detailed metering information throughout the service area. The system will also provide advanced notice of excessive water use, allowing us to warn customers of a possible leak. The project cost is $3,000,000.

The interceptor line between pump stations 5 and 7 is old, deteriorated, and undersized. This line and pump stations 5 and 7 are 44 years old and need to be replaced. This project will decrease the likelihood of sanitary sewer overflows that could cause significant environmental damage to Abernathy Park and Lake Hartwell. The project cost is $8,500,000.

CITY OF CLEMSON, SOUTH CAROLINA

SEVENTH SUPPLEMENTAL ORDINANCE NO. CC-2024-___

AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF WATER AND SEWER SYSTEM REVENUE BONDS OF THE CITY OF CLEMSON, SOUTH CAROLINA, SOUTH CAROLINA, IN ONE OR MORE SERIES, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING $30,500,000; AUTHORIZING THE MAYOR OR CITY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS WITH RESPECT TO THE BONDS; PRESCRIBING THE FORM AND DETAILS OF THE BONDS; ESTABLISHING CERTAIN FUNDS AND ACCOUNTS IN CONNECTION WITH THE BONDS; PROVIDING FOR CERTAIN AMENDMENTS TO THE CITY'S GENERAL BOND ORDINANCE NO. CC-2005-16; AND OTHER MATTERS RELATING THERETO.

Enacted: June 3, 2024

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLEMSON, SOUTH CAROLINA, IN COUNCIL ASSEMBLED, AS FOLLOWS:

Section 1. Definitions. The terms in this Section 1 and all words and terms defined in General Bond Ordinance No. CC-2005-16 enacted by the City Council (the "Council") of the City of Clemson, South Carolina (the "City") on June 6, 2005 (except as herein otherwise expressly provided or unless the context otherwise requires), shall for all purposes of this Seventh Supplemental Ordinance have the respective meanings given to them in the General Bond Ordinance and in Section 1 hereof.

"2005A SRF Note" shall mean the $3,457,000 original principal amount Promissory Note of the City, Series 2005A, dated June 17, 2005, outstanding as of the date hereof in the principal amount of $1,657,658.

"2005B SRF Note" shall mean the $561,226 original principal amount Promissory Note of the City, Series 2005B, dated May 1, 2006, outstanding as of the date hereof in the principal amount of $252,953.

"2009 SRF Note" shall mean the not exceeding $575,800 Promissory Note of the City, Series 2009, dated December 18, 2009, outstanding as of the date hereof in the principal amount of $51,280.

"2014 SRF Note" shall mean the not exceeding $1,570,000 Promissory Note of the City, Series 2014, dated September 29, 2014, outstanding as of the date hereof in the principal amount of $675,057.

"2015 SRF Note" shall mean the not exceeding $1,890,000 Promissory Note of the City, Series 2015, dated June 30, 2015, outstanding as of the date hereof in the principal amount of $922,767.

"2024 Projects" shall mean any one or more of the following: (i) the acquisition of 1,000,000 gallons per day ("GPD") of wastewater treatment capacity in the Pendleton/Clemson Wastewater Treatment Plant (the "Plant") over and above the City's current allocated wastewater treatment capacity in the Plant of 1,000,000 GPD), following the expansion of the wastewater treatment capacity of the Plant from 2,000,000 gallons per day to 5,000,000 gallons per day through a joint undertaking by the City, the Town of Pendleton and Anderson County (the "Expansion Project"); (ii) the acquisition of Advanced Metering Infrastructure ("AMI") equipment, including the acquisition and installation of approximately 8,000 new AMI meters and MXU transmitters; (iii) replacement of deteriorated and undersized sewer trunks, installation of a new pump station #5 and a new pump station #7 in order to provide adequate capacity and redundancy; and (iv) any other improvements relating to the foregoing and such other improvements as the City may deem necessary or incidental to the System.

"Beneficial Owner" shall mean any purchaser who acquires beneficial ownership interest in any Initial Bond held by the Depository. In determining any Beneficial Owner, the City, Registrar and the Paying Agent may rely exclusively upon written representations made and information given to the City, the Registrar and the Paying Agent, as the case may be, by the Depository or its Participants with respect to any New Bonds held by the Depository or its Participants in which a beneficial ownership interest is claimed.

"Bond of 2020A" shall mean the $7,000,000 original principal amount Water and Sewer System Revenue Bond, Series 2020A of the City, dated May 28, 2020, outstanding as of the date hereof in the principal amount of $6,509,130.

“Bond of 2020B” shall mean the $5,018,000 original principal amount Water and Sewer System Revenue Bond, Series 2020B of the City, dated May 28, 2020, outstanding as of the date hereof in the principal amount of $4,666,090.

“Bond Purchase Agreement” shall mean one or more Bond Purchase Agreements or Purchase Contracts, if any, to be dated the date of execution and delivery thereof between the City and the Underwriter, related to the applicable Series of New Bonds.

“Book-Entry Form” or “Book-Entry System” shall mean with respect to the Initial Bonds, a form or system, as applicable, under which (a) the ownership of beneficial interests in the Initial Bonds may be transferred only through a book-entry and (b) physical bond certificates in fully registered form are registered only in the name of a Depository or its nominee as Holder, with the physical bond certificates “immobilized” in the custody of the Depository. The book-entry maintained by the Depository is the record that identifies the owners of participatory interests in the Initial Bonds, when subject to the Book-Entry System.

“Construction Fund” shall mean the fund or funds established pursuant to Section 11 hereof.

“Continuing Disclosure Certificate” shall have the meaning given that term in Section 14 hereof.

“Costs of Issuance Account” shall mean one or more accounts established pursuant to Section 11 hereof to defray the cost of all or a portion of the Costs of Issuance of the New Bonds.

“Credit Facility” shall mean one or more instruments provided by a Credit Facility Issuer, which may include a bond insurance policy, letter of credit, contract, agreement or similar credit facility meeting any applicable requirements of the Supplemental Ordinance pursuant to which such Series of Bonds is issued.

“Credit Facility Agreement” shall mean the agreement or agreements, if any, among the City, the Credit Facility Issuer, and any other necessary party relating to a Credit Facility.

“Credit Facility Issuer” shall mean, if a Credit Facility is in effect, the institution issuing the Credit Facility.

“Debt Service Payment Agreement" shall mean the Debt Service Payment Agreement by and among the City, the Town of Pendleton, South Carolina and Anderson County, South Carolina, dated November 12, 2009, in connection with a loan incurred by the Town of Pendleton for certain improvements to the Plant.

“Depository” shall mean any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended, operating and maintaining, with its Participants or otherwise, a Book-Entry System to record ownership of beneficial interests in the Initial Bonds, and to effect transfers of the Initial Bonds, in Book-Entry Form, and includes and means initially The Depository Trust Company (a limited-purpose trust company), New York, New York.

“Fifth Supplemental Ordinance” shall mean Fifth Supplemental Ordinance No. CC-2015-18 of the City enacted on May 18, 2015, authorizing the issuance of the 2015 SRF Note.

“First Supplemental Ordinance” shall mean First Supplemental Ordinance No. CC-2005-17 of the City enacted on June 6, 2005, authorizing the issuance of the 2005A SRF Note.

“Fourth Supplemental Ordinance” shall mean Fourth Supplemental Ordinance No. CC-2014-08 of the City enacted on September 22, 2014, authorizing the issuance of the 2014 SRF Note.

“General Bond Ordinance” shall mean General Bond Ordinance No. CC-2005-16 duly enacted on June 6, 2005, providing for the issuance of Water and Sewer System Revenue Bonds.

“Initial Bonds” shall mean, if applicable, the New Bonds initially issued in Book-Entry Form as provided in Section 4 hereof.

“Interest Payment Date” shall mean June 1 and December 1 of each year commencing December 1, 2024, or such other dates (including such other commencement date) as determined by the City Administrator pursuant to Section 4 hereof.

“New Bonds” shall mean the City of Clemson, South Carolina, Water and Sewer System Revenue Bonds, issued in one or more series, with appropriate descriptive terminology, if necessary, and with an appropriate series designation, in the aggregate principal amount of not exceeding $30,500,000 authorized to be issued hereunder.

“Parity Bonds” shall mean, collectively, the then Outstanding 2005A SRF Note, 2005B SRF Note, 2009 SRF Note, 2014 SRF Note, 2015 SRF Note, Bond of 2020A and Bond of 2020B.

“Participant” shall mean any bank, brokerage house or other financial institution for which, from time to time, the Depository effects book-entry transfers and pledges of securities deposited with the Depository.

“Paying Agent” shall mean U.S. Bank Trust Company, National Association, as Paying Agent for the New Bonds.

“Permitted Investments” shall mean, with respect to a Series Debt Service Reserve Fund established in connection with any Series of New Bonds for which a Credit Facility is in effect, and only for the time during which such Credit Facility is in effect, only such Permitted Investments, as defined in the General Bond Ordinance, as also qualify pursuant to the terms and conditions set forth in the applicable Credit Facility Agreement relating thereto.

“Principal Payment Date” shall have the meaning given to such term in Section 3(a).

“Purchaser” shall mean the respective original purchasers of such New Bonds that are issued on a private placement basis, and their successors or assignees.

“Registrar” shall mean U.S. Bank Trust Company, National Association, as Registrar for the New Bonds.

“Reserve Fund Instrument” shall mean any surety bond, insurance policy, letter of credit or other instrument provided to meet, in whole or in part, a Reserve Fund Requirement for a Debt Service Reserve Fund under the provisions of Section 6.8.A. of the General Bond Ordinance.

"Reserve Fund Instrument Agreement" shall mean the agreement or agreements, if any, among the City, the Reserve Fund Instrument Provider, and any other necessary party, relating to a Reserve Fund Instrument, if any.

"Reserve Fund Instrument Provider" shall mean, if a Reserve Fund Instrument is in effect, the institution providing the Reserve Fund Instrument.

"Rural Development" shall mean the United States Department of Agriculture, acting by and through Rural Development within the United States Department of Agriculture or any entity which lawfully succeeds to the rights and responsibilities of Rural Development with respect to the Series 2020 Bonds.

"Second Supplemental Ordinance" shall mean Second Supplemental Ordinance No. CC-2005-30 of the City enacted on September 12, 2005, authorizing the issuance of the 2005 SRF Note.

"Series Bond and Interest Redemption Fund" shall mean one or more Funds established pursuant to Section 7 hereof to (a) provide for the payment of the principal of and interest on the New Bonds related thereto; and (b) provide for the redemption (as applicable) of the New Bonds. Pursuant to Section 7, each Series Bond and Interest Redemption Fund shall be further identified or designated to relate to the specific Series of New Bonds issued hereunder.

"Series Capitalized Interest Account" shall mean one or more accounts, if any, within a respective Series Bond and Interest Redemption Fund, established pursuant to Section 7 hereof, to provide for the payment of all or a portion of the interest due and payable on the applicable Series of New Bonds.

"Series Costs of Issuance Account" shall mean one or more accounts, further identified or designated to relate to a specific Series of the New Bonds issued hereunder, established pursuant to Section 10 hereof to defray the cost of all or a portion of the Costs of Issuance of a Series of New Bonds.

"Series Debt Service Reserve Fund" shall mean one or more Funds, if any, established pursuant to Section 8 hereof to (a) to insure the timely payment of the principal and interest on applicable Series of New Bonds related thereto; and (b) to provide for the redemption of the applicable Series of New Bonds related thereto. Pursuant to Section 8, each Series Debt Service Reserve Fund shall be further identified or designated to relate to the specific Series of New Bonds issued hereunder.

"Series Reserve Fund Requirement" shall mean the amount, if any, established pursuant to Section 8 hereof, with respect to a specific Series of New Bonds issued hereunder.

"Seventh Supplemental Ordinance" shall mean this Seventh Supplemental Ordinance No. CC-2024-___ authorizing the issuance of the New Bonds.

"Sixth Supplemental Ordinance" shall mean Sixth Supplemental Ordinance No. CC-2020-06 enacted by the City Council on April 20, 2020, authorizing the Bond of 2020A and the Bond of 2020B.

"Third Supplemental Ordinance" shall mean Third Supplemental Ordinance No. CC-2009-13 of the City enacted on September 21, 2009, authorizing the issuance of the 2009 SRF Note.

"Underwriter" shall mean Wells Fargo Bank, National Association (operating under the trade name Wells Fargo Securities).

Section 2. Certain Findings and Determinations.

The City hereby finds and determines:

(a) The City is an incorporated municipality located in portions of Anderson County and Pickens County, South Carolina, and as such has all powers granted to municipalities by the Constitution and general laws of this State, including the power to possess and operate a water system and sewer system.

(b) The act permits the City to refinance any bonds and improve the System. This Seventh Supplemental Ordinance supplements the General Bond Ordinance, constitutes and is a "Supplemental Ordinance" within the meaning of such quoted term as defined and used in the General Bond Ordinance, and is enacted under and pursuant to the General Bond Ordinance.

(c) The New Bonds constitute and are "Bonds" within the meaning of the quoted word as defined and used in the General Bond Ordinance. Each of the 2024 Projects constitute and is a "Project" within the meaning of the quoted word as defined and used in the General Bond Ordinance

(d) The New Bonds, upon their issuance, will be payable on a parity with the Parity Bonds and any other Bonds hereafter issued by the City under the General Bond Ordinance, and will be secured equally and ratably by the lien, pledge, provisions and covenants of the General Bond Ordinance and entitled to the benefits thereof. The pledge of the Net Revenues for the payment of the Debt Service Payment Agreement is subordinate and inferior to the lien upon and pledge of the Net Revenues for the payment and security of the Parity Bonds and the Series 2020 Bonds.

(e) The City has determined that it is in the best interest of the City to undertake the 2024 Projects which will become part of the System.

(f) There does not exist an Event of Default, nor does there exist any condition which, after the passage of time or the giving of notice, or both, would constitute such Event of Default.

(g) The estimated Costs of Acquisition and Construction of the 2024 Projects (exclusive of Costs of Issuance) is approximately $29,769,061, all or a portion of which will be financed with the proceeds of one or more Series of the New Bonds.

(h) The period of usefulness of the System is in excess of forty (40) years from the date hereof.

(i) Section 3.3 of the General Bond Ordinance provides that one or more Series of Bonds (exclusive of refunding Bonds) may be issued for such purposes as may be permitted by the Act upon compliance with certain provisions of the General Bond Ordinance for the purpose of paying all or a part of the Costs of Acquisition and Construction of one or more Projects.

(j) Bonds issued upon compliance with Section 3.2 and Section 3.3 or Section 3.4 of the General Bond Ordinance shall be issued on a parity with the pledge of and lien upon the Net Revenues of the System *inter sese,* but not with regard to the particular Debt Service Fund or Debt Service Reserve Fund created for the benefit of the Holders of the Bonds of such Series.

(k) In compliance with the provisions of Sections 3.2 and 3.3 of the General Bond Ordinance, the Council further finds and determines the following:

(1) The issuance of the New Bonds is authorized under and pursuant to an ordinance supplemental to the General Bond Ordinance as provided in Article III and Article IX of the General Bond Ordinance.

(2) Prior to the issuance of the New Bonds there shall be executed a certificate required by paragraph A, and a report required by paragraph C of Section 3.3 of the General Bond Ordinance.

(3) A portion of the proceeds of the New Bonds will be used for the purpose of defraying the Costs of Acquisition and Construction of a Project, i.e., the 2024 Projects.

(4) Pursuant to the authority granted in Section 4 hereof, the Mayor or City Administrator may determine whether to establish one or more Series Debt Service Reserve Funds (with appropriate Series designations) for the respective Series of New Bonds. Subject to Section 8 hereof, if a Series Debt Service Reserve Fund is established hereunder, it shall secure only the Series of New Bonds relating thereto, and the Series Reserve Fund Requirement (if any) will either be satisfied through the deposit of cash, the purchase of a Reserve Fund Instrument, or any combination thereof, for the benefit of the Holders of the applicable Series of New Bonds.

(l) The consent of Rural Development, as Holder of the Bond of 2020A and the Bond of 2020B, to the issuance of the New Bonds will be obtained prior to the issuance thereof.

(m) The New Bonds are being issued for the purposes of: (i) defraying the Costs of Acquisition and Construction of the 2024 Projects; (ii) funding the Series Debt Service Reserve Fund (if any) in an amount equal to the Series Reserve Fund Requirement through the deposit of cash, the purchase of a Reserve Fund Instrument, or any combination thereof; (iii) paying a portion of the interest coming due on one or more Series of New Bonds; and (iv) paying the Costs of Issuance of the Series of the New Bonds, including, if applicable, premiums due on any Credit Facility or Reserve Fund Instrument for any Series of New Bonds.

(n) It is necessary and in the best interest of the City to undertake the 2024 Projects, and to issue the New Bonds, in one or more series, in the aggregate principal amount of not exceeding $30,500,000 in accordance with the Act, the General Bond Ordinance, and this Seventh Supplemental Ordinance for the purposes set forth above, which New Bonds shall be issued on a parity with the Parity Bonds and other Bonds issued by the City from time to time.

Section 3. Authorization of Bonds.

(a) There is hereby authorized to be issued one or more Series of Bonds designated "City of Clemson, South Carolina, Water and Sewer System Revenue Bonds, Series [2024] [or appropriate year and series designation]" (the "New Bonds"), in the aggregate principal amount of not exceeding $30,500,000. The New Bonds may be issued in a year subsequent to calendar year 2024, and may be issued in one or more series. Accordingly, the New Bonds may have such other descriptive terms in its series designation as may be necessary to properly identify the applicable Series of New Bonds. The proceeds of the New Bonds shall be used for the purposes set forth in Section 2(m) hereof.

Unless otherwise determined by the Mayor or City Administrator pursuant to Section 4 hereof, the New Bonds shall mature on June 1 in each of the years (the "Principal Payment Dates") and in the principal amounts, and bear interest at the rates per annum (calculated on the basis of a 360-day year comprised of twelve 30-day months), as determined by the Mayor or City Administrator pursuant to Section 4 hereof.

(b) Such of the New Bonds as the Mayor or City Administrator shall determine pursuant to Section 4 hereof may be subject to mandatory redemption at a redemption price equal to the principal amount of the New Bonds to be redeemed, together with interest accrued from the date of redemption, in the years and in the amounts determined by the Mayor or City Administrator pursuant to Section 4 hereof.

At its option, to be exercised on or before the sixtieth (60th) day prior to any mandatory redemption date, the City may (i) deliver to the Trustee for cancellation New Bonds which are subject to mandatory redemption in any aggregate principal amount desired or (ii) receive a credit in respect of its mandatory redemption obligation for any such New Bonds which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the City and cancelled by the Trustee and not theretofore applied as a credit against any mandatory redemption obligation. Each Series 2024 Bond so delivered or previously purchased or redeemed shall be credited by the Trustee, at one hundred percent (100%) of the principal amount thereof, to the obligation of the City on those respective mandatory redemption obligations in chronological order or such other order as may be directed in writing by the City to the Trustee, and the principal amount of the New Bonds to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.

(c) The Registrar, without further authorization or direction from the City, shall give notice of all mandatory redemptions within the time periods and in the manner specified in Article V of the General Bond Ordinance.

(d) The New Bonds shall be issued as fully registered Bonds, in the denominations of $5,000 and integral multiples of $5,000, or in such other denominations as the Mayor or City Administrator may determine pursuant to Section 4 hereof (including a single denomination for each separate Series of New Bonds in the event of a private placement of such New Bonds); and shall be payable on each Interest Payment Date.

(e) Principal of and redemption premium, if any, on the New Bonds shall be payable at the designated corporate trust office of the Paying Agent. Interest on the New Bonds shall be payable on each Interest Payment Date, in each case to the Holders as of the immediately preceding Record Date, such interest to be paid by the Paying Agent by check or draft mailed to each Holder at the address as it appears on the Books of Registry maintained at the designated corporate trust office of the Registrar or, in the case of a Holder of $1,000,000 or more in principal amount of New Bonds, by wire transfer to an account within the continental United States upon the timely receipt of a written request of such Holder. Except as otherwise provided in the New Bonds, payment of the principal of and interest on such New Bonds may be payable to the Holder thereof without presentation and surrender of such New Bonds; provided, the Paying Agent assumes no liability to any person in the event that the Holder should fail to return such New Bonds to the Paying Agent after final payment, and no obligation will be imposed upon the Paying Agent to seek the return of such New Bonds from the Holder thereof.

(f) In the event one or more Series of New Bonds are sold to a Purchaser pursuant to a private placement transaction, to the extent agreed to by the applicable Purchaser, the New Bonds may be sold or transferred by the initial Purchaser only to purchasers ("Qualified Investors") who execute an investment letter delivered to the City, in form satisfactory to the City (the "Investment Letter"), containing certain representations, warranties and covenants as to the suitability of such purchasers to purchase and hold the New Bonds to be transferred. Such restriction shall be set forth on the face of the New Bonds and shall be complied with by each transferee of the New Bonds.

(g) The New Bonds shall be in substantially the form set forth in Exhibit A hereto, with such necessary or appropriate variations, omissions and insertions as are incidental to the issuance of a Series of Bonds or as are otherwise permitted or required by law or by the General Bond Ordinance, including this Seventh Supplemental Ordinance, including, but not limited to, any variations, omissions and insertions made as a result of a determination that such Series of New Bonds shall not be issued pursuant to a Book-Entry System, or any other determination of the Mayor or City Administrator in accordance with the authority granted herein. The New Bonds shall be executed in the name and on behalf of the City by the manual or facsimile signatures of the Mayor (or in his or her absence, the Mayor Pro Tempore) and the Municipal Clerk.

(h) A copy of the approving opinion to be rendered on a Series of New Bonds may be attached to each such Bond. If so attached, preceding the same, a certificate shall appear which shall be signed on behalf of the City by a manual or facsimile signature of the Municipal Clerk of the City. Such certificate shall be in the form substantially as follows:

> IT IS HEREBY CERTIFIED that the following is a true and correct copy of the approving opinion of Burr & Forman LLP, Greenville, South Carolina, the original of which was manually executed, dated and issued as of the date of the delivery of and payment for the bonds, and a copy of which is on file with the City of Clemson, South Carolina.

CITY OF CLEMSON, SOUTH CAROLINA

By: ________________________________
Municipal Clerk

(i) In the event a Credit Facility is purchased with respect to a Series of New Bonds, a "statement of insurance" or similar provision may be attached to each applicable Series of New Bonds in the form provided in the applicable Credit Facility Agreement.

Section 4. Sale and Issuance of New Bonds; Authority of the Mayor or City Administrator.

(a) Without further authorization, the Council hereby authorizes and directs the Mayor or City Administrator to:

(i) determine the respective sale date, original issue date and date of delivery for each Series of the New Bonds;

(ii) determine whether to issue the New Bonds in one or more series, and determine the particular 2024 Projects to be financed with the proceeds of each such series of New Bonds;

(iii) determine the aggregate principal amounts and authorized denominations of each Series of New Bonds;

(iv) determine the principal repayment schedule for the applicable New Bonds and the Principal Payment Dates of the applicable New Bonds if different from that set forth herein;

(v) determine the interest rates, Interest Payment Dates and initial Interest Payment Date for the applicable New Bonds if different from that set forth herein;

(vi) determine the optional and mandatory redemption terms for the applicable New Bonds, and determine whether all or a portion of a Series of New Bonds shall be issued as Term Bonds and, if so, the principal amounts and maturity dates of the New Bonds subject to mandatory sinking fund redemption;

(vii) determine whether a Series Debt Service Reserve Fund will be established and funded with respect to each respective Series of New Bonds and, if so, the amount of the Series Reserve Fund Requirement and the manner and timing of which the Series Reserve Fund Requirement will be satisfied (including, but not limited to, whether to purchase a Reserve Fund Instrument);

(viii) determine whether a Credit Facility or a Reserve Fund Instrument, or both, will be purchased with respect to the respective Series of New Bonds;

(ix) determine whether a portion of the proceeds of a Series of New Bonds shall be used to pay a portion of the interest due and payable on such Series of New Bonds;

(x) determine the manner of sale of the applicable Series of New Bonds (i.e., whether such New Bonds shall be sold through a private placement transaction with a bank or other financial institution, or sold to the Underwriter pursuant to one or more Bond Purchase Agreements), and determine whether the Book-Entry System of transfer will apply to such New Bonds;

(xi) in the event a Series of New Bonds is not sold to the Underwriter:

1. negotiate the sale of the applicable Series of New Bonds with one or more prospective Purchasers on such terms as the Mayor or City Administrator may determine to be most advantageous to the City, or, in the alternative, approve the forms of one or more Requests for Proposals with respect to the applicable New Bonds and the distribution of such Requests for Proposals to various banks and other financial institutions in the City and other areas as the Chief Financial Officer of the City determines;

2. determine the dates and times for receipt of bids under the applicable Request for Proposals;

3. award the sale of the applicable New Bonds to the bidder or bidders providing the most advantageous proposals therefor in accordance with the terms of the applicable Request for Proposals, or reject all bids and negotiate the sale of the applicable Series of New Bonds directly with one or more prospective Purchasers (without regard to whether such prospective Purchasers submitted proposals in response to a Request for Proposals) and award the sale of the applicable Series of New Bonds to one or more Purchasers on such terms as the Mayor or City Administrator may determine to be most advantageous to the City;

(xii) in the event a Series of New Bonds is sold to the Underwriter:

1. determine the date and time of sales of the respective New Bonds and the interest rates for each Series of 2024 Bonds;

2. approve any original issue discount or original issue premium at which each Series of New Bonds will be sold, or whether any Underwriter's discount or other fee will be paid to the purchasers of such Series of New Bonds;

3. enter into, on behalf of the City, one or more Bond Purchase Agreements to be dated the date of their execution. Upon the submission of any such Bond Purchase Agreement by the Underwriter, the Mayor or City Administrator shall further determine that the Bond Purchase Agreement is fair and reasonable and in the best interest of the City; that the applicable Series of New Bonds shall be sold to the Underwriter upon the terms and conditions set forth in such Bond Purchase Agreement and upon the basis of the representations therein set forth, and that all conditions precedent to or concurrent with the acceptance of the Bond Purchase Agreement have been met. The Mayor or City Administrator is authorized and directed to execute such Bond Purchase Agreement, and deliver such executed Bond Purchase Agreement to the Underwriter, the execution and delivery of the Bond Purchase Agreement constituting conclusive evidence of the Mayor's or City Administrator's approval of the matters therein contained;

4. negotiate and approve one or more Preliminary Official Statements relating to one or more Series of New Bonds. The Mayor or City Administrator is hereby authorized to "deem final" the Preliminary Official Statement for purposes of complying with the requirements set forth in Rule 15c2-12 of the Securities and Exchange Commission promulgated under the Securities Exchange Act of 1934, as amended;

5. approve a final Official Statement of the City to be dated of even date with the execution and delivery of the applicable Bond Purchase Agreement relating to the Series of New Bonds substantially in the form of the Preliminary Official Statement, with such modifications as the Mayor or City Administrator may approve. The Mayor or City Administrator is hereby authorized and directed to execute copies of the final Official Statement and deliver the same to the Underwriter, which execution and delivery shall be conclusive evidence of the approval of any such modifications; and the City hereby authorizes the use of the Preliminary Official Statement, the final Official Statement, the General Bond Ordinance, this Seventh Supplemental Ordinance, and the information contained herein and therein in connection with the public offering and sale of a Series of New Bonds by the Underwriter;

(xiii) negotiate the terms of, execute in the name and on behalf of the City, and deliver any escrow agreements, investment agreements, forward delivery agreements, repurchase agreements, guaranteed investment contracts, Credit Facility Agreements, Reserve Fund Instrument Agreements, letters of credit, surety bonds, and any other agreements (including agreements relating to any credit enhancement) in connection with each Series of New Bonds, to prepare and solicit bids for providers of such agreements and to execute, in the name and on behalf of the City, written confirmations of any such agreements and other documents as may be necessary in connection therewith;

(xiv) determine whether any Series of New Bonds shall be issued on a federal tax-exempt basis and, if issued on a federal tax-exempt basis, whether any Series of New Bonds shall be designated as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code; and

(xv) agree to any other covenants, terms, provisions and matters necessary or advisable to effect the issuance of the New Bonds, including such terms as may be requested by the respective Purchasers.

In the event any of the foregoing items (i) through (xv) have already been determined or undertaken by the Mayor or City Administrator, such actions are hereby ratified by the Council.

(b) A copy of this Seventh Supplemental Ordinance shall be filed with the minutes of the Council meeting at which this Seventh Supplemental Ordinance was enacted.

(c) The Council hereby authorizes and directs all of the officers and employees of the City to carry out or cause to be carried out all obligations of the City hereunder and to perform such other actions as they shall consider necessary or advisable in connection with the issuance, sale and delivery of the New Bonds, and the effectuation of any of the undertakings authorized by this Seventh Supplemental Ordinance.

Section 5. Book-Entry System; Recording and Transfer of Ownership of the New Bonds.

(a) In the event a Series of New Bonds is not issued under the Book-Entry System of transfer, such New Bonds will be issued as a single Bond representing the entire principal amount of the applicable New Bonds in the name of the respective Purchaser thereof. The City, the Paying Agent and the Registrar may treat the respective Purchaser or subsequent Holder of such New Bonds as the sole and exclusive owner of such New Bonds registered in its name for the purpose of payment of the principal of, and interest or premium, if any, on the New Bonds, giving any notice permitted or required to be given to the Purchaser or subsequent Holder under the General Bond Ordinance or this Seventh Supplemental Ordinance, registering the transfer of the applicable New Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and shall not be affected or by any notice to the contrary.

(b) In the event a Series of New Bonds is issued under the Book-Entry System of transfer, the following provisions under this Section 5 shall apply to such Bonds.

The Initial Bonds will be eligible securities for the purposes of the Book-Entry System of transfer maintained by the Depository, and transfers of beneficial ownership of the Initial Bonds shall be made only through the Depository and its Participants in accordance with rules specified by the Depository. Such beneficial ownership must be of $5,000 principal amount of Bonds of the same Series and maturity or any integral multiple of $5,000.

The Initial Bonds will be issued in fully registered form, as a single bond representing the entire principal amount of each Series of New Bonds or one bond for each of the maturities of a Series of New Bonds, in the name of Cede & Co., as the nominee of the Depository. When any principal of, premium, if any, or interest on the Initial Bonds becomes due, the City shall transmit or cause the Paying Agent to transmit to the Depository an amount equal to such installment of principal of, premium, if any, and interest. Such payments will be made to Cede & Co. or other nominee of the Depository as long as it is the owner of record on the applicable Record Date. Cede & Co. or other nominee of the Depository shall be considered to be the owner of the Initial Bonds so registered for all purposes of this Seventh Supplemental Ordinance, including, without limitation, payments as aforesaid and receipt of notices. The Depository shall remit such payments to the Beneficial Owners of the New Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to the Depository in accordance with the provisions of the General Bond Ordinance.

The Depository is expected to maintain records of the positions of Participants in the Initial Bonds, and the Participants and persons acting through Participants are expected to maintain records of the Beneficial Owners in the Initial Bonds. The City, the Trustee, the Registrar and the Paying Agent make no assurances that the Depository and its Participants will act in accordance with such rules or expectations on a timely basis, and the City, the Trustee, the Registrar and the Paying Agent shall have no responsibility for any such maintenance of records or transfer of payments by the Depository to its Participants, or by the Participants or persons acting through Participants to the Beneficial Owners.

The City, the Paying Agent, the Registrar and the Trustee may treat the Depository (or its nominee) as the sole and exclusive owner of the New Bonds registered in its name for the purpose of payment of the principal of, premium, if any, and interest on the New Bonds, giving any notice permitted or required to be given to Bondholders under the General Bond Ordinance or this Seventh Supplemental Ordinance, registering the transfer of the New Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and shall not be affected by any notice to the contrary. The City, the Trustee, the Paying Agent and the Registrar shall not have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the New Bonds under or through the Depository or any Participant, or any other person which is not shown on the Books of Registry of the City maintained by the Registrar as being a Bondholder, with respect to the accuracy of any records maintained by the Depository or any Participant; the payment by the Depository or any Participant of any amount in respect of the principal of, premium, if any, and interest on the New Bonds, the sending of any transaction statements; the delivery or timeliness of delivery by the Depository or any Participant of any notice which is permitted or required to be given to Bondholders thereunder, the selection of Bondholders to receive payments upon any partial redemption of the New Bonds or under the conditions to transfers or exchanges adopted by the City or the Registrar; or any consent given or other actions taken by the Depository as a Bondholder.

If (a) the Depository determines not to continue to act as securities depository for the New Bonds and gives reasonable notice to the Registrar or the City, or (b) the City has advised the Depository of the City's determination that the Depository is incapable of discharging its duties, then the City shall attempt to retain another qualified securities depository to replace the Depository. Upon receipt by the City or the Registrar of the Initial Bonds together with an assignment duly executed by the Depository, the City shall execute and deliver to the successor depository the New Bonds of the same principal amount, interest rate and maturity. If the City is unable to retain a qualified successor to the Depository, or the City has determined that it is in its best interest not to continue the Book-Entry System of transfer or that interests of the Beneficial Owners of the New Bonds might be adversely affected if the Book-Entry System of transfer is continued (the City undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify Beneficial Owners of the New Bonds by mailing an appropriate notice to the Depository, upon receipt by the City of the Initial Bonds together with an assignment duly executed by the Depository, the City shall execute, authenticate and deliver to the Participants the New Bonds in fully registered form, in authorized denominations; provided, however, that the discontinuation of the Book Entry System of registration and transfer with respect to the New Bonds or the replacement of the Depository or any successor depository shall be subject to the applicable rules and procedures of the Depository or such successor depository on file or otherwise approved by the Securities and Exchange Commission. Prior to any transfer of the New Bonds outside of the Book-Entry Only system (including, but not limited to, the initial transfer outside of the Book-Entry Only system) the transferor shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045, as amended. The Trustee shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

Section 6. Payment of the New Bonds. The New Bonds, together with the interest thereon, shall be payable, in such coin or currency of the United States of America which at the time of such payment is legal tender for public and private debts, solely from the Net Revenues of the System in accordance with the provisions of the General Bond Ordinance and this Seventh Supplemental Ordinance. The applicable New Bonds shall be secured by a pledge of Net Revenues on a parity with the pledge of Net Revenues securing the Parity Bonds, any other New Bonds issued hereunder, and any other Bonds (as defined in the General Bond Ordinance) issued pursuant to the General Bond Ordinance.

The New Bonds do not constitute an indebtedness of the City within any State constitutional provisions (other than Article X, Section 14, Paragraph 10 of the South Carolina Constitution authorizing obligations payable solely from special sources not involving revenues from any tax or license) or statutory limitation. The New Bonds shall not be a debt of the City, nor a charge, lien or encumbrance, legal or equitable, upon any property of the City or upon any income, receipts or revenues thereof, other than the aforesaid Net Revenues of the System pledged thereto. No recourse shall be had for the payment of the New Bonds or the interest thereon against the general fund of the City, nor shall the credit or taxing power of the City be deemed to be pledged thereto. The full faith, credit and taxing powers of the City are not pledged to the payment of the principal of or interest on the New Bonds.

Section 7. Establishment of Series Bond and Interest Redemption Fund. In accordance with Section 6.7 of the General Bond Ordinance, Series Bond and Interest Redemption Funds are hereby directed to be established by the Trustee on the date of the original delivery of the respective New Bonds for the benefit of the Holders of the applicable New Bonds. In accordance with Section 6.7(a), (b) and (c) of the General Bond Ordinance, there is hereby directed to be established within each respective Series Bond and Interest Redemption Fund an Interest Account, a Principal Account and, if applicable, a Bond Redemption Account for the payment of interest, principal and sinking fund installment requirements of Term Bonds, respectively, on the New Bonds as the same become due and payable. In addition, to the extent it is determined by the Mayor or City Administrator pursuant to Section 4 that a portion of the proceeds of a Series of New Bonds shall be used to pay a portion of the interest due and payable on such Series of New Bonds, there shall be established within the applicable Series Bond and Interest Redemption Fund a Series Capitalized Interest Account into which such proceeds shall be deposited.

Section 8. Establishment of Series Reserve Fund Requirement and Series Debt Service Reserve Fund. In accordance with Section 6.8 of the General Bond Ordinance, the Mayor or the City Administrator may determine whether it is necessary or desirable to establish a Series Debt Service Reserve Fund for the benefit of the Holders of one or more Series of New Bonds and the amount and timing of funding of the Series Reserve Fund Requirement, and, if so, such Series Debt Service Reserve Fund shall be established on the date of the original delivery of such Series of New Bonds or funded from Net Revenues over a period of time thereafter and held by the Trustee, all as provided in the General Bond Ordinance; provided, however, that (1) upon the issuance of one or more Series of New Bonds, separate funds or accounts may be established (if at all) for each Series of New Bonds, with such additional numbers or letters to identify its relevance, but each such separate fund or account will be considered the "Series Debt Service Reserve Fund" with respect to the related Series of New Bonds; and (2) in the event of any full or partial defeasance of a Series of New Bonds under Article XII of the General Bond Ordinance, then the Series Reserve Fund Requirement established for such Series of New Bonds shall be recalculated based on the then Outstanding principal amount of such Series. If the Series Debt Service Reserve Fund is established, the Series Reserve Fund Requirement initially will be satisfied by the City by the deposit of cash into the Series Debt Service Reserve Fund (which may, as determined by the Mayor or the City Administrator pursuant to Section 11 hereof, be funded from the proceeds of the New Bonds on the date of delivery thereof or from System Revenues thereafter), with the provision of a Reserve Fund

Instrument, or any combination of the foregoing, in each case for the benefit of the Holders of the New Bonds. A Series Reserve Fund Requirement shall be deemed permanently satisfied to the extent a Reserve Fund Instrument is deposited with the Trustee for the benefit of the Holders of the applicable Series of New Bonds notwithstanding any downgrade to bond insurer ratings to the provider of such Reserve Fund Instrument.

Section 9. Designation of Trustee, Registrar, Paying Agent and Custodian. Pursuant to the General Bond Ordinance, the Trustee is U.S. Bank Trust Company, National Association. The Council hereby designates U.S. Bank Trust Company, National Association as Registrar and Paying Agent for the New Bonds. The Registrar, the Paying Agent shall signify their acceptances of their respective duties upon delivery of the New Bonds. The initial Custodian of the Construction Fund and the Series Costs of Issuance Account, if any, shall be selected by the City Administrator. The City Administrator or the Finance Director of the City may, at any time, remove the initial Custodian of any Construction Fund or Series Costs of Issuance Account, and replace such initial Custodian with one or more alternate Custodians.

Section 10. Disposition of Proceeds of New Bonds. The proceeds derived from the sale of the New Bonds shall be used for the following purposes:

(a) A portion of the proceeds thereof shall be deposited in one or more Construction Funds established in Section 10 hereof to be used for and applied to the payment of Costs of Acquisition and Construction of the 2024 Projects. A portion of the proceeds deposited in such Construction Fund may be used to pay all or a portion of the Costs of Issuance of the New Bonds relating thereto.

(b) If the Mayor or City Administrator determine that a Series Debt Service Reserve Fund shall be established for a Series of New Bonds and the Series Reserve Fund Requirement shall be funded with a portion of the proceeds of a Series of the New Bonds, there shall be deposited with the Trustee for deposit into such Series Debt Service Reserve Fund an amount which, together with other available funds, equals the Series Reserve Fund Requirement.

(c) If the Mayor or City Administrator determine that a Credit Facility or Reserve Fund Instrument shall be acquired in connection with a Series of New Bonds, a portion of the proceeds may be paid directly to the provider of such Credit Facility or Reserve Fund Instrument, respectively.

(d) If the Mayor or City Administrator determines that a portion of the proceeds of a Series of New Bonds shall be used to pay a portion of the interest due and payable on such Series of New Bonds, such amount shall be deposited with the Trustee for deposit into the applicable Series Capitalized Interest Account within the applicable Series Bond and Interest Redemption Fund.

(e) A portion of the proceeds of a Series of New Bonds may be deposited into a Series Costs of Issuance Account to be held by a bank, a financial institution, or the South Carolina Pooled Investment Fund, at the direction of the City Administrator or the Chief Financial Officer of the City, such funds to be used and applied to the payment of Costs of Issuance of the applicable New Bonds. If any moneys remain in the applicable Series Costs of Issuance Account after the payment in full (or after adequate provision has been made therefor) of all Costs of Issuance of the applicable New Bonds, such excess shall be paid into the Construction Fund for such New Bonds and used and applied therefrom to pay Costs of Acquisition and Construction of the 2024 Projects, or if such Construction Fund no longer exists, shall be deposited into the applicable Bond and Interest Redemption Fund.

The respective amounts specified in this Section 10 shall be determined by the City Administrator or the Finance Director of the City upon delivery of the applicable New Bonds.

Section 11. Construction Fund. There is hereby authorized to be created and established one or more Construction Funds with such further words, numbers or letters as may be necessary or desirable to distinguish such fund or funds, which fund or funds shall be held by one or more Custodians selected by the City. The moneys on deposit in the Construction Fund shall be used and applied to the payment of the Costs of Acquisition and Construction of the 2024 Projects, and may be used to pay Costs of Issuance not paid from a separate Costs of Issuance Account. Withdrawals from a Construction Fund may be made in the manner that withdrawals from other funds of the City are made. Further, withdrawals from the Construction Fund may be made in order to make any payments due from the City pursuant to one or more project agreements among the City, the Town of Pendleton and Anderson County relating to the Expansion Project. Any amounts remaining in a Construction Fund following completion of the applicable 2024 Projects shall be deposited in the respective Bond and Interest Redemption Fund relating thereto.

Section 12. Federal Tax Covenant; Written Procedures; Exemption from State Taxes. The City hereby covenants and agrees with the Holders of the New Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the New Bonds to become includable in the gross income of the Bondholders for federal income tax purposes pursuant to the applicable provisions of Section 103 and Sections 141 through 150 of the Code and the regulations promulgated thereunder in effect on the date of original issuance so long as any of the New Bonds are Outstanding. The City further covenants and agrees with the Holders of the New Bonds that no use of the proceeds of the New Bonds shall be made which, if such use had been reasonably expected on the date of issue of the New Bonds would have caused the New Bonds to be "arbitrage bonds," as defined in the Code; and to that end the City hereby shall:

(a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as any of the New Bonds are Outstanding;

(b) establish such funds, make such calculations and pay such amounts, if necessary, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebate of certain amounts to the United States; and

(c) make such reports of such information at the times and places required by the Code.

The City Administrator and the Finance Director of the City, or either of them acting alone, are hereby authorized to adopt written procedures to ensure the City's compliance with federal tax matters relating to any Bonds, including the New Bonds, which are issued on a federal tax-exempt basis.

[This Seventh Supplemental Ordinance shall constitute the City's declaration of official intent pursuant to Regulation §1.150-2 of the Code to reimburse the City from a portion of the proceeds of the New Bonds for expenditures the City anticipates incurring (the "Expenditures") with respect to the 2024 Projects prior to the issuance of the Series of New Bonds relating thereto. Expenditures which may be reimbursed are limited to Expenditures which are: (a) properly chargeable to capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2 of the Code) under general federal income tax principals; or (b) certain *de minimis* or preliminary Expenditures satisfying the requirements of Regulation §1.150-2(f) of the Code. The source of funds for the Expenditures with respect to the Utility Projects will be the Revenues, cash on hand, and available reserves of the System. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid; or (b) the date the applicable 2024 Project was placed in service, but in no event more than three (3) years after the original Expenditures.]

Both the principal of and interest on the New Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the South Carolina Code from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

Section 13. New Bonds May Be Designated Qualified Tax-Exempt Obligations. The City Administrator is authorized to determine whether one or more of the respective series of New Bonds shall be designated as "qualified tax-exempt obligations" as defined in the Code. In such event, the City and all subordinate entities thereof will not anticipate issuing more than $10,000,000 (or the applicable limitation in effect at the time of issuance of such series of New Bonds) in tax-exempt bonds or other tax-exempt obligations in the year in which such New Bonds are issued other than private activity bonds (except for qualified 501(c)(3) bonds) within the meaning of the Code.

Section 14. Continuing Disclosure.

To the extent that Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 applies to a particular Series of New Bonds, the Finance Director of the City is hereby authorized and directed to execute and deliver a Continuing Disclosure Certificate related to such Series of New Bonds as required by applicable law (each, a "Continuing Disclosure Certificate"), the execution and delivery of such Continuing Disclosure Certificate constituting conclusive evidence of the approval of the matters therein contained. Notwithstanding any other provision of the General Bond Ordinance or this Seventh Supplemental Ordinance, failure of the City to comply with the provisions of the Continuing Disclosure Certificate shall not be considered an Event of Default under the General Bond Ordinance or this Seventh Supplemental Ordinance, and no liability for damages shall attach therefor. The Continuing Disclosure Certificate shall be executed by the City Administrator prior to the delivery of the New Bonds. The City Administrator or the Finance Director is authorized to adopt written procedures relating to compliance with continuing disclosure obligations in connection with the New Bonds.

The City covenants, so long as and to the extent required pursuant to Section 11-1-85, Code of Laws of South Carolina 1976, as amended, to file with a central repository for availability in the secondary bond market when requested:

(i) an annual independent audit, within thirty (30) days of the City's receipt of the audit; and

(ii) event specific information within thirty (30) days of an event adversely affecting more than five percent (5%) of the Revenues or the City's tax base.

The only remedy for failure by the City to comply with the covenant in this Section 14 shall be an action for specific performance of this covenant; and failure to comply shall not constitute a default or an "Event of Default" under the General Bond Ordinance or this Seventh Supplemental Ordinance. Notwithstanding anything to the contrary contained in the General Bond Ordinance, the Trustee, the Registrar and the Paying Agent shall have no responsibility to monitor the City's compliance with this covenant. The City specifically reserves the right to amend or delete this covenant in order to reflect any change in Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, without the consent of the Trustee, the Registrar and the Paying Agent or the Holder of any Series 2024 Bond.

Section 15. Further Actions. The Mayor, Mayor Pro-Tempore, City Administrator, Finance Director, Municipal Clerk and City Attorney are hereby authorized and directed to take any and all such further actions as shall be deemed necessary or desirable in order to effectuate issuance of the New Bonds, and to carry out the intentions of this Seventh Supplemental Ordinance.

Section 16. Credit Facility. In the event that the Mayor or City Administrator determines pursuant to the authorization set forth in Section 4 hereof that the City shall purchase one or more Credit Facilities with respect to a Series of New Bonds, the Mayor and City Administrator are hereby authorized to approve the form of any Credit Facility Agreement and are hereby authorized to execute the Credit Facility Agreement and deliver the Credit Facility Agreement to the Credit Facility Issuer, the Mayor's or City Administrator's execution and delivery of the Credit Facility Agreement constituting conclusive evidence of such signatory's approval of the matters therein contained.

Section 17. Reserve Fund Instrument. In the event that the Mayor or City Administrator determines pursuant to the authorization set forth in Section 4 hereof that the City shall purchase one or more Reserve Fund Instruments with respect to a Series of New Bonds, the Mayor and City Administrator are each hereby authorized to approve the form of any Reserve Fund Instrument Agreement and are hereby authorized to execute the Reserve Fund Instrument Agreement and deliver the Reserve Fund Instrument Agreement to the Reserve Fund Instrument Provider, the City Administrator's execution and delivery of the Reserve Fund Instrument Agreement constituting evidence of such signatory's approval of the matters therein contained.

Section 18. Amendments to the General Bond Ordinance.

A. The following provisions of the General Bond Ordinance are hereby amended pursuant to Article IX of the General Bond Ordinance. Any Bonds (as defined in the General Bond Ordinance), including the New Bonds, issued after the date of enactment of this Seventh Supplemental Ordinance shall contain a reference to the amendments herein made:

1. The definition of "Act" in Section 1.1 is hereby amended by replacing the current text with the following:

> "Act" shall mean Title 6, Chapter 17, Code of Laws of South Carolina 1976, as amended, Title 6, Chapter 21, Code of Laws of South Carolina 1976, as amended, and all other statutory authorizations, now or hereinafter enacted, authorizing and enabling the City to provide for the issuance of Bonds, including, if applicable, with respect to any Series of refunding Bonds, Title 11, Chapters 15 and 21, Code of Laws of South Carolina 1976, as amended.

2. The following definition shall be added in Section 1.1:

> "Costs of Issuance Fund" shall mean any fund established with an maintained by the Trustee or a Custodian and derived, in whole or in part, from certain of the proceeds of the sale of a Series of Bonds, and intended to defray the Costs of Issuance of such Bonds, as may be established in a Supplemental Ordinance authorizing the issuance of any Series of Bonds.

3. The definition of "Custodian" in Section 1.1 is hereby amended by replacing the current text with the following:

> "Custodian" shall mean any bank, depository or trust company duly qualified and doing business within the State, or the South Carolina Pooled Investment Fund (or similar entity or program of the State) selected by the City as a depositary of moneys or securities held in a Construction Fund or a Costs of Issuance Fund.

4. The definition of "Expenses of Operating and Maintaining the System" in Section 1.1 is hereby amended by replacing the current text with the following:

> "Expenses of Operating and Maintaining the System" shall mean the current expenses, paid or accrued, of operation and administration, maintenance and current repair of the System, as calculated in accordance with generally accepted accounting practices, and shall include, without limiting the generality of the foregoing, administrative charges, salaries, wages, employee benefits, costs of materials and supplies, costs of routine repairs, renewals, replacements and alterations occurring in the usual course of business, properly allocable share of City administrative and overhead expenses, contractual payments to any entity or person providing treatment of water or treatment and disposal of wastewater from the System (including but not limited to payments which the City is presently required to make pursuant to a Water Sale and Purchase Agreement with the Anderson County Joint Municipal Water System, and any payments which the City may in the future be required to make pursuant to an agreement with a joint system pursuant to Title 6, Chapter 25, Code of Laws of South Carolina 1976, as amended), costs of billings and collections, costs of insurance, costs of any audit of the System, the premiums for all insurance required with respect to the System, taxes, if any, and amounts payable by way of arbitrage rebate. Expenses of Operating and Maintaining the System shall not include: (1) the payment of interest on Bonds or other System-related indebtedness; (2) capital outlay; (3) any allowance for depreciation or renewals or replacements of capital assets of the System; (4) amounts deemed to be payments in lieu of taxes or other transfers to the City's general fund; (5) the amortization of financing expenses, underwriting discounts, call premiums, gains or losses on the extinguishment of debt due to the refinancing of the same, and other related or incidental non-recurring expenses resulting from the issuance of Bonds; (6) expenses relating directly from the operation of Special Facilities to the extent that the revenues derived therefrom have been pledged to secure, and used for, the payment of Special Facilities Bonds; (7) any non-cash expenses resulting from the application of GASB Statement 45 regarding the provision of postemployment benefits other than pensions; and (8) as to any non-cash expenses, any cumulative effect of a change resulting from adoption of any new accounting pronouncement as required by any accounting standards body.

5. A definition of "Financial Advisor" shall be added to Section 1.1 as follows:

> "Financial Advisor" shall mean shall mean a registered municipal advisor or municipal advisor firm within the meaning of Section 15B of the Securities Exchange Act of 1934, having a favorable reputation for skill and experience in advising governmental entities with respect to the issuance of bonds and other financial obligations, and who or which is not a full-time employee of the City.

6. The definition of "Junior Bonds" in Section 1.1 is hereby amended by replacing the current text with the following:

> "Junior Bonds" shall mean, to the extent expressly designated as a "Junior Bond" in the ordinance or other authorization of the City providing for the issuance or undertaking thereof (which ordinance or other authorization shall not be supplemental to this Ordinance) either (a) bonds or bond anticipation notes secured by a pledge of Net Revenues junior and subordinate in all respects to the pledge securing the Bonds or (b) any other payment obligation or form of indebtedness, including a Capital Lease, secured by Net Revenues after provision has been made for all payments required to be made with respect to the Bonds.

7. The definition of "Project" in Section 1.1 is hereby amended by replacing the current text with the following:

> "Project" shall mean any work, undertaking, project or capital asset, including the acquisition of capacity or capacity rights, which the City is or may hereafter be authorized to construct or acquire with the proceeds of any Bonds and which will become part of the System, including the acquisition of any system which shall be combined with or consolidated into the System pursuant to law.

8. Section 3.3.C. is hereby amended by replacing the current text with the following:

> For the issuance of Bonds to finance the Costs of Acquisition and Construction, or a portion thereof, of any Project, there shall be delivered either:
>
> (i) a certificate or report, based upon the latest audit of the City as required by Section 7.5 hereof, from the City Administrator or Finance Director of the City, or an Accountant or Consulting Engineer stating that the amount of the Net Revenues of the System for the period covered by such audit is not less than 120% of the sum of the Maximum Debt Service on Bonds then Outstanding and the Bonds then proposed to be issued, or
>
> (ii) a certificate from an Accountant, a Financial Advisor or a Consulting Engineer stating that the amount of the Net Revenues of the

System, as shall have been forecasted by such Accountant, Financial Advisor or Consulting Engineer, is not less than 120% of the actual Debt Service on all Bonds then Outstanding and the Bonds then proposed to be issued for each of the three (3) Fiscal Years following the later of the date of the delivery of the Bonds of such Series, or the period (if any) for which interest is funded from the proceeds of such Bonds;

provided the amount of Net Revenues for the periods referred to in item (i) or item (ii) above may be adjusted by adding the following:

(1) in case the rates and charges for the services furnished by the System shall have been revised and such revised rates and charges shall have gone into effect prior to the delivery of the Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the periods referred to above if such rates and charges had been in effect during such periods as determined by: (A) if with respect to item (i) above, the City Administrator, the Finance Director of the City, an Accountant, a Financial Advisor or a Consulting Engineer, or (B) if with respect to item (ii) above, an Accountant, a Financial Advisor or a Consulting Engineer; and

(2) in case an existing sewer system, existing water system, or any other public utility system is to be acquired and combined or made a part of the System from the proceeds of the Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the periods referred to above if such existing system or systems to be acquired had been a part of the System during such periods (which computation of the additional amount of Net Revenues shall be based upon the method of computing Net Revenues under this Ordinance and approved by an Accountant, a Financial Advisor or a Consulting Engineer).

9. Section 6.1 is amended by adding item (vii) thereto:

(vii) Costs of Issuance Fund, if established by the applicable Supplemental Ordinance, to be held by a Custodian designated by the City.

Further, the last paragraph in Section 6.1 is amended by replacing the current text with the following:

One or more accounts may, by written direction of the City, or by the terms of a Supplemental Ordinance, be established within any of the above funds. It is intended by this intended by this Ordinance that the funds and accounts referred to in this Article (other than the Construction Fund and the Costs of Issuance Fund) shall remain in existence for so long a time as any sum remains due and payable by way of principal of and interest on the Bonds, and that deposits and withdrawals therefrom be made in the manner herein prescribed and in the order of priority hereinafter set forth in Section 6.2 hereof.

10. The title of Section 6.12 is amended to state: "Establishment of Construction Fund; Establishment of Costs of Issuance Fund", and the following paragraph is added to the end of such Section 6.12:

> There may be established with a Custodian a Costs of Issuance Fund with respect to any Series of Bonds in the Supplemental Ordinance providing for their issuance, the moneys in which shall be used to defray the Costs of Issuance of such Series of Bonds. On the occasion of the delivery of any Series of Bonds, a portion of the proceeds therefrom may be paid into the Costs of Issuance Fund established for such Series as set forth in a Supplemental Ordinance providing for their issue. Withdrawals from the Costs of Issuance Fund shall be made in accordance with the provisions set forth in the Supplemental Ordinance establishing such Costs of Issuance Fund.

11. The following sentence is added to the end of the first paragraph of Section 9.1.B.:

> Upon the issuance of any Series of Bonds, the underwriter or purchaser of such Series of Bonds may assent to and consent to any amendments to this General Bond Ordinance as contemplated by this paragraph in the same manner as the Holders of such Series of Bonds.

B. The amendments to the General Bond Ordinance set forth above (the "Amendments") shall not become effective until the first to occur of either of the following:

1. All of the Parity Bonds shall cease to be Outstanding; or

2. The Holders of 66-2/3% in principal amount of the Bonds then Outstanding assent to and authorize the effectiveness of the Amendments;

To the extent that the receipt of the consent of the Holders of any Bonds is required for purposes of the effectiveness of the Amendments, such consent shall be deemed to have occurred with respect to any Holders of the Bonds issued after the date hereof by virtue of the initial purchases by such Holders of such future Bonds and the disclosure of the Amendments to such Holders prior to such purchases. Additionally, the Underwriter, as initial Holder of any of the New Bonds, will be requested to consent to the Amendments upon the issuance of such New Bonds.

Upon satisfaction of the conditions necessary for the Amendments to become effective, the City Administrator shall deliver a certificate to the Trustee to the effect that such conditions have been satisfied.

Section 19. Headings. The headings and titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Seventh Supplemental Ordinance.

Section 20. Notices. All notices, certificates or other communications hereunder shall be given or made in writing and shall be delivered personally, or sent by registered mail, postage prepaid, return receipt requested, or overnight delivery service, to the party to whom they are directed at the following addresses, or at such other addresses as may be designated by notice from such party to all other parties:

If to the City:

City Administrator
City of Clemson
1250 Tiger Boulevard, Suite 1
Clemson, SC 29631

If to the Paying Agent, Registrar, or Trustee

U.S. Bank Trust Company, National Association
Attn: Global Corporate Trust
1441 Main Street, Suite 775
Columbia, South Carolina 29201

The above parties may, by notice given to the other parties, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

The City may send notices by electronic mail. The City agrees that the Trustee, Registrar and Paying Agent cannot determine the identity of the actual sender of such instructions and that the Trustee, Registrar and Paying Agent shall conclusively presume that instructions that purport to have been sent by a City Representative have been sent by such City Representative. The City shall be responsible for ensuring that only City Representatives transmit such instructions to the Trustee, Registrar and Paying Agent, and the City and the City Representatives are responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and authentication keys provided by the Trustee, Registrar and Paying Agent. The Trustee, Registrar and Paying Agent shall not be liable for any losses, costs, or expenses arising directly or indirectly from their reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees (i) to assume all risks arising out of the use of electronic mail to submit instructions and direction to the Trustee, Registrar and Paying Agent, including without limitation the risk of the Trustee, Registrar and Paying Agent acting on unauthorized instructions and the risk or interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Trustee, Registrar and Paying Agent and that there may be more secure methods of transmitting instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) that it will notify the Trustee, Registrar and Paying Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 21. Repeal of Inconsistent Ordinances and Resolutions. All rules, regulations, ordinances, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the New Bonds are, to the extent of such conflict, hereby repealed and this Seventh Supplemental Ordinance shall take effect and be in full force from and after its enactment.

Section 22. Severability. If any section, phrase, sentence or portion of this Seventh Supplemental Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not attest the validity of the remaining portions thereof.

Section 23. Effective Date. This Seventh Supplemental Ordinance shall become effective upon its enactment.

[Signature page follows]

Enacted by the City Council of the City of Clemson, South Carolina, this 3rd day of June, 2024.

CITY COUNCIL OF THE CITY OF CLEMSON,
SOUTH CAROLINA

(SEAL)

____
Robert Halfacre, Mayor

ATTEST:

____
Jeremiah Jackson, City Clerk

Date of First Reading: May 20, 2024
Date of Second Reading: June 3, 2024

Ordinance No.: CC-2024-___

[Execution page]

Exhibit A

FORM OF BOND

[FORM TO BE REVISED AS APPROPRIATE FOR ANY SERIES OF NEW BONDS SOLD IN A PRIVATE PLACEMENT TRANSACTION]

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
CITY OF CLEMSON
WATER AND SEWER SYSTEM REVENUE BOND
SERIES 20__

REGISTERED

No. R-_______

ORIGINAL ISSUE DATE	MATURITY DATE	INTEREST RATE	CUSIP

REGISTERED HOLDER: CEDE & CO.

PRINCIPAL AMOUNT: $______________

The City of Clemson, South Carolina (the "City"), is justly indebted and, for value received, hereby promises to pay to the Registered Holder (named above), or registered assigns, but solely from the Net Revenues hereinafter mentioned and not otherwise, the Principal Amount shown above on the Maturity Date shown above (unless the within Bond shall be subject to prior redemption and shall have been duly called for previous redemption and payment of redemption price made or provided for), upon presentation and surrender of this Bond at the designated office of U.S. Bank Trust Company, National Association, as paying agent (the "Paying Agent"), and to pay interest, but solely from the Net Revenues hereinafter mentioned and not otherwise, on such principal amount from the date hereof at the Interest Rate per annum shown above (calculated on the basis of a 360-day year of twelve 30-day months) until this Bond matures. Interest on this Bond is payable semiannually on __________ 1 and ____________ 1 of each year commencing _________ 1, _____ until this Bond matures or is earlier redeemed, and shall be payable by wire transfer to the registered holder owning at least $1,000,000 aggregate principal amount of the Bonds to an account within the continental United States or by check or draft mailed to the person in whose name this Bond is registered on the registration books of the City maintained by U.S. Bank Trust Company, National Association, as registrar (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal, redemption premium, if any, and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by wire transfer, check or draft as set forth above.

THIS BOND HAS BEEN ISSUED UNDER THE PROVISIONS OF TITLE 6, CHAPTER 21, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED (THE "ACT"), AND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION (OTHER THAN ARTICLE X, SECTION 14, PARAGRAPH 10 OF THE SOUTH CAROLINA CONSTITUTION AUTHORIZING OBLIGATIONS PAYABLE SOLELY FROM SPECIAL SOURCES NOT INVOLVING REVENUES FROM ANY TAX OR LICENSE) OR

STATUTORY LIMITATION. THIS BOND AND THE BONDS OF THE SERIES OF WHICH IT IS ONE SHALL NOT CONSTITUTE A DEBT OF THE CITY, NOR A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE CITY OR ON ANY INCOME, RECEIPTS OR REVENUES THEREOF, OTHER THAN THE AFORESAID NET REVENUES OF THE SYSTEM (AS DEFINED HEREIN) PLEDGED THERETO. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THIS BOND OR THE INTEREST THEREON AGAINST THE GENERAL FUND OF THE CITY AND NEITHER THE CREDIT NOR THE TAXING POWER OF THE CITY SHALL BE DEEMED TO BE PLEDGED THERETO. THE FULL FAITH, CREDIT AND TAXING POWERS OF THE CITY ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

This Bond shall not be entitled to any benefit under the Bond Ordinance (hereinafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

This Bond is one of an authorized series of Bonds (as defined in the Bond Ordinance) of the aggregate principal amount of ___________________ Dollars ($_________) of like date of original issue, tenor and effect, except as to number, date of maturity, principal amount, date of authentication, registered holder, redemption provisions and rate of interest, issued by the City for the purpose of making certain improvements, enlargements and extensions to the City's water and sewer system (the "System") and paying costs of issuance relating to the Bonds. This Bond and the series of Bonds of which it is one are authorized to be issued and are issued under, pursuant to and in full compliance with the Constitution and statutes of the State of South Carolina, including particularly Article X, Section 14(10) of the South Carolina Constitution and the Act. This Bond and the series of Bonds of which it is one are also authorized to be issued and are issued under and pursuant to General Bond Ordinance No. CC-2005-16 of the City duly enacted on June 6, 2005, as amended (the "General Bond Ordinance"), and Seventh Supplemental Ordinance No. CC-2024-___ of the City duly enacted on June 3, 2024 (the "Seventh Supplemental Ordinance" and, together with the General Bond Ordinance, the "Bond Ordinance"), under the Act which Bond Ordinance has been duly codified and indexed as prescribed by law.

The Bond Ordinance contains provisions defining terms, including the properties comprising the System; sets forth the revenues pledged for the payment of the principal of and interest on this Bond and the Bonds (as defined in the Bond Ordinance) of other series which may hereafter be issued on a parity herewith under the Bond Ordinance; sets forth the nature, extent and manner of enforcement of the security of this Bond and of such pledge, and the rights and remedies of the holder hereof with respect thereto; sets forth the terms and conditions upon which and the extent to which the Bond Ordinance may be altered, modified and amended; sets forth the terms and conditions upon which this Bond is issued upon which other bonds may be hereinafter issued payable as to principal, premium, if any, and interest on a parity with this Bond and equally and ratably secured herewith; sets forth the rights, duties and obligations of the City thereunder; and sets forth the terms and conditions upon which the pledge made in the Bond Ordinance for the security of this Bond and upon which the covenants, agreements and other obligations of the City made therein may be discharged at or prior to the maturity or redemption of this Bond with provisions for the payment thereof in the manner set forth in the Bond Ordinance. Reference is hereby made to the Bond Ordinance to all of the provisions of which any holder of this Bond by the acceptance hereof thereby assents.

The provisions of the Act and the Bond Ordinance shall be a contract with the holder of this Bond.

This Bond and the series of Bonds of which it is one and the interest thereon are special obligations of the City and are secured by and payable solely from, and secured equally and ratably by a pledge of and lien upon, the Net Revenues (as defined in the General Bond Ordinance) derived by the City from the System (as defined in the General Bond Ordinance) and on a parity with the Parity Bonds and any other Bonds (as such terms are defined in the Bond Ordinance) hereafter issued under the General Bond Ordinance payable from such Net Revenues on a parity and equally and ratably secured therewith.

This Bond and the series of Bonds of which it is one maturing on or prior to ____________ 1, ____, shall not be subject to redemption prior to their stated maturities. This Bond and the series of Bonds of which it is one maturing on or after _________________ 1, _____, shall be subject to redemption prior to maturity, at the option of the City, on and after _______________ 1, _____, in whole or in part at any time in such order of their maturities as the City shall determine and by lot within a maturity, at the redemption price equal to 100% of the principal amount of this Bond and the series of Bonds of which it is one to be redeemed together with the interest accrued on such principal amount to the date fixed for redemption.

If less than all the Bonds of the series of which this Bond is one of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar. In the event this Bond is redeemable, as aforesaid, and shall be called for redemption, notice of the redemption hereof, describing this Bond and specifying the redemption date, the premium payable upon such redemption and any conditions applicable to such redemption, including but not limited to the availability of money therefor, shall be given by the Registrar by first class mail, postage prepaid, to the registered owner thereof not less than thirty (30) days and not more than sixty (60) days prior to the redemption date at the last address appearing upon the registration books of the City. If this Bond be redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment hereof shall be duly made or provided for, interest hereon shall cease to accrue from and after the redemption date hereof.

[The Bonds of the series of which this Bond is one maturing in the year 20__ shall be retired by sinking fund installments which shall be accumulated in the Bond Redemption Account in the Series Bond and Interest Redemption Fund (as defined in the Seventh Supplemental Bond Ordinance) established for the Bonds in amounts sufficient to redeem on January 1 of each year, at a redemption price equal to the principal amount of the Bond or Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption, the principal amount of such Bonds specified for each of the years shown below:

Year	Principal Amount

At its option, to be exercised on or before the sixtieth (60th) day prior to any mandatory redemption date, the City may (i) deliver to the Registrar for cancellation Bonds which are subject to mandatory redemption in any aggregate principal amount desired or (ii) receive a credit in respect of its mandatory redemption obligation for any such Bonds which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the City and cancelled by the Registrar and not therefore applied as a credit against any mandatory redemption obligation. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registrar, at 100% of the principal amount thereof, to the obligation of the City on those respective mandatory redemption obligations in chronological order or such other order as the City may direct in writing, and the principal amount of the Bonds of the series of which this Bond is one to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.]

This Bond is transferable, as provided in the Bond Ordinance, only upon the books of the City kept for that purpose at the designated office of the Registrar by the registered owner in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, rate of interest and maturity shall be issued to the transferee in exchange therefor as provided in the Bond Ordinance. The City, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption premium, if any, hereof and interest due hereon and for all other purposes.

To the extent and in the manner permitted by the terms of the Bond Ordinance, the provisions of this Bond or of the Bond Ordinance, or any ordinance amendatory thereof or supplemental thereto, may be amended or modified by the City in certain circumstances described in the General Bond Ordinance without the consent of the Holders of any Bonds, and in other circumstances only with the written consent of the holders of at least sixty-six and two-thirds percent (66-2/3%) in principal amount of the Bonds (as defined in the Bond Ordinance) then outstanding under the Bond Ordinance (including the Bonds of the series of which this Bond is one); provided always that without the consent of the Holder of each Bond affected thereby, no such amendment or modification shall (a) extend the time of payment of principal of or the interest on any Bond, or (b) give to any Bond or Bonds any preference over any other Bond or Bonds, or (c) authorize the creation of any pledge prior to or, except as provided in the General Bond Ordinance with respect to the issuance of Series of Bonds, on a parity with the pledge of Net Revenues to the payment of Bonds afforded by the General Bond Ordinance, or (d) reduce the percentage in principal amount of the Bonds required to assent to or authorize any such modification to the General Bond Ordinance.

Upon satisfaction of certain conditions as more particularly set forth in the Seventh Supplemental Ordinance, certain amendments to the General Bond Ordinance set forth in Section 18 of the Seventh Supplemental Ordinance will become effective. The holders of this Bond and the series of Bonds of which it is one are deemed to have consented to the amendments to the General Bond Ordinance set forth in Section 18 of the Seventh Supplemental Ordinance.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and statutes of the State of South Carolina to exist, to happen and to be performed precedent to and in the issuance of this Bond, do exist, have happened and have been performed in due time, form and manner as required by law; that the series of which this Bond is a part does not exceed any constitutional or statutory limitation of indebtedness; and that provision has been made for the payment of the principal of and interest on this Bond and the series of which it is a part, as provided in the Bond Ordinance.

IN WITNESS WHEREOF, the City of Clemson, South Carolina, has caused this Bond to be executed in its name by the facsimile/manual signature of the Mayor of the City and attested by the facsimile/manual signature of the Municipal Clerk of the City under the seal of the City impressed, imprinted or reproduced hereon.

CITY OF CLEMSON, SOUTH CAROLINA

By: ____
Mayor

(SEAL)

ATTEST:

____
Municipal Clerk

(FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION)

This Bond is one of the Bonds described in the within-mentioned Seventh Supplemental Ordinance of City of Clemson, South Carolina.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION., as Registrar

Dated: ______________________

By: ____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ________________ By: ____
(Authorized Officer)

Signature Guaranteed

____

Notice: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

____

Notice: The signature to the assignment must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common	UNIF GIFT MIN ACT -
TEN ENT - as tenants by the entireties	_____ Custodian _____ (Cust) (Minor)
JT TEN - as joint tenants with right of survivorship and not as tenants in common	under Uniform Gifts to Minors Act _________ (State)

Additional abbreviations may also be used though not in above list.

CERTIFICATE

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete legal opinion (except for date, letterhead and signature) of Burr & Forman LLP, Greenville, South Carolina, the original of which was manually executed, dated and issued as of the date of the delivery of and payment for the bonds, and a copy of which is on file with the City of Clemson, South Carolina.

CITY OF CLEMSON, SOUTH CAROLINA

By: ____
Municipal Clerk

City of Clemson
Agenda Item Request Form

Requested By: Bob Brookover

Date Submitted: May 11, 2024

Council Meeting Date: May 20, 2024

Type of Request: (check only one)

- [x] Report/Discussion
- [ ] Policy/Action
- [ ] Executive Session

Agenda Item Summary: (brief for public information and posted agenda)

Discuss amending the animal cruelty ordinance to include shelter guidelines for weather and temperature.

Agenda Item Detail: (expand as necessary for clarification)

The proposed amendment includes minor edits to the existing opening paragraphs of the animal cruelty ordinance and adds guidelines for weather and temperature. These were some of the other issues discussed when Council passed the new tethering guidelines. The main two being to further define shelter and include shade/not having a shelter in direct sunlight and a temperature guideline. It is also recommended to provide training for officers and to develop a flier to be used as an educational tool with residents. The flier and education program could allow first/minor offenders to be issued a warning and become informed about the shelter guidelines. Additional or more serious offenses would escalate to fines or action needed to ensure the animals health.

Sec. 4-6. Cruelty to animals.

It shall be unlawful for any person to inflict ~~unnecessary~~ cruelty upon any animal; or ride, drive or work such animal when the animal is sick or unfit for work; override, overwork, overload, or ride when overworked; torture, torment, or beat or whip cruelly any animal; and it shall be unlawful for any such person owning or having charge (including any adult living in the same domicile as the animal/animal's owner) of any animal to fail to provide such animal with proper food, drink, shelter, shade ~~or~~ and protection from the weather.

An owner or keeper of animals shall, at all times, maintain a clean shelter and living area, free of accumulated waste and debris so that the animal shall be free to walk or lie down without coming in contact with any waste or debris.

Proper shelter is a structure large enough for the animal to stand, turn around in, and lie in a normal manner. The structure must adequately protect the animal from rain, snow, standing water, and from harsh weather; at a minimum, it shall have a roof, four sides, a floor (not earth), and an opening for ingress and egress. In cold weather (below 50 degrees), the shelter shall have sufficient bedding. In hot weather, adequate shade should be available to dogs kept outside - a shelter located in direct sunlight is not effective or acceptable. As a general guideline, dogs should not be kept outside unattended for long periods of time when the temperature is below 32 degrees or above 90 degrees Fahrenheit. The breed and size of the animal and signs of weather-related distress (i.e. – lethargy; shivering; collapsing; difficulty breathing/irregular breathing; dark red, blue, or purple tongue and gums; etc.) will be taken into consideration when assessing potential violations.