City of Bartlett

David Parsons, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

Tuesday, September 9, 2025 - City Hall Council Chambers - 6:00 PM

INVOCATION

Opening Prayer by Chaplain Johnny Byrd, Legacy Church

FUTURE MEETINGS

Parks and Recreation Advisory Board, September 11 at 6 p.m.

Historic Preservation Commission, September 15 at 6:30 p.m.

Bartlett Arts Council, September 16 at 6 p.m.

BPACC Advisory Board, September 16 at 6 p.m.

Design Review Commission, September 16 at 6:30 p.m.

RECOGNITIONS

Leadership Bartlett 2025 Class Project Presentation

IT Professionals Day Proclamation

*****Official Business of the Day*****

MINUTES ACCEPTANCE

1 **Minutes of the August 26, 2025 Board of Mayor and Aldermen Regular Meeting**

UNFINISHED BUSINESS

1 **Second Reading for Ordinance 25-04, an ordinance to amend the City of Bartlett Cable Television Ordinance, Title 9, Chapter 5. (Will Wyatt, Assistant City Attorney). The Public Hearing is set for September 23, 2025.**

2 Second Reading for Ordinance 25-05, an ordinance to enact the City of Bartlett Telecommunications Ordinance, Title 9, Chapter 8. (Will Wyatt, Assistant City Attorney). The Public Hearing is set for September 23, 2025.

CONSENT AGENDA

1 Special event permit for St. Ann Multicultural Festival.

The event will be held on Saturday, September 27, 2025 from 10:00 a.m. to 4:00 p.m. at 6529 Stage Road.

2 Authorization to auction surplus property. (Dick Phebus, Director of Finance)

Three items have been identified as having a potential auction-value of $500 or more and will be auctioned on GovDeals.com.

3 Re-Subdivision Contract for Lot 8 Independent Pole Bearers Society No. 6 Subdivision. (John Horne, Director of Engineering)

The developer, Sandra Garcia, will pay $1,400.00 in City fees. The bond is set at $0.00.

NEW BUSINESS

1 Resolution 34-25, a resolution authorizing City of Bartlett, Tennessee to join the State of Tennessee and other local governments in amending the Tennessee State-Subdivision Opioid Abatement Agreement and approving the related settlement agreements. (Dick Phebus, Director of Finance)

OPEN DISCUSSION

The public shall be provided an opportunity to address the Board or Commission during an Open Discussion period at the end of each regular and special meeting of the governing body. Prior to the start of the meeting, individuals will be required to complete and present to the Clerk the Open Discussion Citizen form provided at each meeting. The Open Discussion period for regular and special meetings of the Board or Commission shall be limited to twenty (20) minutes. Individuals shall be allowed to speak for up to three (3) minutes each. Open Discussion periods will not be held for any meeting where there are no actionable items on the agenda or meetings where the governing body is conducting a disciplinary hearing for a member of the governing body or a person whose profession or activities fall within the jurisdiction of the governing body.

ADJOURNMENT

City of Bartlett

David Parsons, Mayor

Board of Mayor and Aldermen Meeting Minutes
Tuesday, August 26, 2025 - City Hall Council Chambers - 6:00 PM

ATTENDANCE

Present: Alderman Brad King, Alderman Robert Griffin, Alderman David Reaves, Alderman Monique Williams, Alderman Jack Young, Alderman Kevin Quinn

INVOCATION

Opening Prayer by Chaplain Johnny Byrd, Legacy Church

FUTURE MEETINGS

Beer Board, September 2 at 6 p.m.

Planning Commission, September 2 at 6:30 p.m.

Bartlett Station Commission, September 3 at 7:30 a.m.

City Beautiful Commission, September 4 at 6:30 p.m.

Industrial Development Board, September 4 at 7 p.m.

RECOGNITIONS

*****Official Business of the Day*****

MINUTES ACCEPTANCE

1 Minutes of the August 12, 2025 Board of Mayor and Aldermen Regular Meeting

Result:	**Passed**
Mover:	Alderman Jack Young
Seconder:	Alderman King
Ayes:	Brad King, Robert Griffin, Monique Williams, Jack Young, Kevin Quinn
Nays:	None
Abstains:	David Reaves

PUBLIC HEARING

1 Resolution 27-25, a resolution approving a Special Use Permit to allow a Planned Residential Development to be located at the southeast corner of Yale Road at Bartlett Boulevard, within the "RS-10" Single Family Residential Zoning District. (Kim Taylor, Director of Planning and Economic Development)

Senior Planner Sam Harris advised the Board that this development had been approved at the March 11, 2025, BMA meeting, but the new property owner wished to revise the development from an eight-lot development to a five-lot development with lot sizes ranging from 13,816 square feet to 1.34 acres.
No one spoke in favor or opposition.
Adjourned at 6:04 p.m.

2 Resolution 29-25, a resolution approving a Special Use Permit to allow a Hookah Lounge, Bar or Tavern (smoking lounge) establishment to be located at 2965 North Germantown Road Suite 111, within the "C-H" Highway Business Zoning District. (Kim Taylor, Director of Planning and Economic Development)

Senior Planner Sam Harris introduced Resolution 29-25 and read the following statement: "On November 2, 2020, the Planning Commission made an unfavorable recommendation to the Board of Mayor and Alderman for a Tavern, Cocktail Lounge, Night Club, Bar use as defined by the City of Bartlett Zoning Ordinance Permitted Use Chart on the subject property. On January 12, 2021, the Board of Mayor and Aldermen voted against granting Sticks and Stones a Special Use Permit. Deciding to move forward with the business without liquor or live music, on January 21, 2021, Mr. White stated in an email to Planning Director Kim Taylor, "We would like to serve beer (alcohol content of 5% or less) to be consumed on- premises only. NO liquor (alcohol content greater than 5%) will be served on- premises. -NO stage and NO live band DJ entertainment will happen within our establishment." On January 29, 2021, Mr. White described his business on the business license application as,"Sticks and Stones will be a cigar smokers' lounge and restaurant. We are an age-restricted establishment (21 and up). We will ID customers as they enter. We will apply to serve beer, however NO liquor or live entertainment."
The Daily Memphian in an article by Omer Yusuf on March 10, 2021, reported, "... That was the reality for Sticks X Stones partners Willis White, Jr. and Tavaris Jones after the Board of Mayor and

Aldermen voted against granting them a special use permit at its January 12, 2021, meeting. The permit was necessary to allow live music and liquor at Sticks X Stones. It came to the attention of staff that liquor was being served as well as Sticks and Stones were hosting DJs and live entertainment. Hours of operation are 6:00 PM to 1:00 AM, which is later than a normal restaurant establishment would stay open.
The applicants were approved as a "restaurant use" since their request for a Special Use Permit as a Tavern, Cocktail Lounge, Night Club, Bar use was denied by the Board of Mayor and Aldermen on January 12, 2021. Their business license application stated, "Sticks & Stones will be a cigar smokers lounge and restaurant. We are an age-restricted establishment (21 and up). We will ID customers as they enter. We will apply to serve beer, however NO liquor or live entertainment." TCA 39-17-1804 provides regulations to allow smoking within restaurants. Also, TCA 57-4- 102 requires seating for 40, a menu, and beer sales must not exceed 50% of sales. Essentially, the establishment could operate as a restaurant that allows smoking, but the liquor, live entertainment, and excessively late operating hours shifts the use from "restaurant use" to "Hookah Lounge, Bar or Tavern (smoking lounge) use", which requires obtaining a Special Use Permit from the Board of Mayor and Aldermen. The initial hours of operation were described as Tuesday-Thursday 3pm-1Opm, Friday and Saturday 12pm - 12am, and Sunday 12pm-8pm. Social media has their operating hours as 6pm-1am with Happy Hour until 9pm. Most restaurants within Bartlett are closed by 9pm."

The following spoke in favor:
Applicant Willis White, 2965 N Germantown Parkway, Suite 111, Bartlett, TN asked the Board for favor to approve the Special Use Permit. Mr. Willis stated that Sticks X Stones operated for a year and a half as a cigar lounge and restaurant but discovered they needed to grow their business. He said he then applied for a liquor license with TABC. He said the owners were unaware of what they needed to do for approvals. He sought forgiveness and grace.
Irene Parker, 6479 Gillia Circle, Bartlett, TN.
Michael Edwards, 3472 Lynchburg, Memphis, TN.
The Mayor's Office received 17 letters in favor. Time permitted for letters from the following individuals to be read into record: Marvin Wiggins, Jordan Owens, Tomashia Ford, Angela King, Melissa Madkins, Sean Calhoun, Jr., Velshanae Haynes, and Dennis Jones. All letters are filed with the minutes.
No one spoke in opposition.
Adjourned at 6:30 p.m.

3 Resolution 30-25, a resolution approving a Special Use Permit to allow a Residential Mixed-Use Development to be located at the northeast corner of New Brunswick Road and Highway 64, within the "C-H" Highway Business Zoning District. (Kim Taylor, Director of Planning and Economic Development)

Senior Planner Mr. Harris stated that the subject property is a vacant, 25.73 acres. He said that in December 2023, the Planning Commission approved a Master Plan for the Hy-Vee Subdivision, but the Hy-Vee grocery store declined to move forward with further development plans for the subject property, in part due to the layout of the site and the stream that cuts across the property. He said that, however, makes it advantageous for this new development, which would encompass 312 multifamily units, 6.6 acres of commercial property, and a quick-service restaurant along New Brunswick Road. There would also be six acres of green space.
No one spoke in favor.

Chris Richards, 8855 Memphis Arlington Road, Bartlett, TN spoke in opposition to Resolution 30-25. Ms. Richards also submitted a letter which will be filed with the minutes. Ms. Richards referenced the location being less than a quarter mile to the entrance and exit of Interstate 1-40 and stated that Stage Road and the intersection of New Brunswick and Stage Road was in Memphis and that Stage Road was a state highway. She elaborated on the traffic issue of this mixed-use development as the main problem with this development.
Adjourned at 6:37 p.m.

UNFINISHED BUSINESS

1 Resolution 27-25, a resolution approving a Special Use Permit to allow a Planned Residential Development to be located at the southeast corner of Yale Road at Bartlett Boulevard, within the "RS-10" Single Family Residential Zoning District. (Kim Taylor, Director of Planning and Economic Development)

Result:	**Passed**
Mover:	Alderman David Reaves
Seconder:	Alderman Quinn
Ayes:	Brad King, Robert Griffin, David Reaves, Monique Williams, Jack Young, Kevin Quinn
Nays:	None
Abstains:	None

2 Resolution 29-25, a resolution approving a Special Use Permit to allow a Hookah Lounge, Bar or Tavern (smoking lounge) establishment to be located at 2965 North Germantown Road Suite 111, within the "C-H" Highway Business Zoning District. (Kim Taylor, Director of Planning and Economic Development)

Mr. Harris confirmed that the Planning Commission's vote was unanimously unfavorable. He advised the Board that on their business license, the applicant specifically indicated there would be no liquor or live music at this establishment.
Alderwoman Williams asked about the police calls for service. Chief Cox reported that there are 11 calls for service in that area in 2024 and one suspicious person call in 2025.
Alderman Quinn asked when the applicant received their liquor license. Code Enforcement Director Trey Arthur said their TABC license was approved on Sept. 16, 2022. Mr. Arthur stated Code Enforcement approved the original restaurant inspection but had no knowledge of updated inspections for TABC. Alderman Reaves said that after the initial inspection Code Enforcement should not have returned, but that it would have been the State. The applicant/owner, Mr. White said that he didn't know who did the inspections for the sink required in the bar area. He said the Fire Marshall did give approval. Discussion was made; however, it was not determined if it was the Health Department, Code Enforcement, or the State of Tennessee who conducted the inspection. Mr. White stated that Sticks X Stones should have verified and made sure it was done correctly.
Alderman Quinn stated that he believed he voted in favor of the applicant's special use permit in 2021, which failed, but expressed his disappointment that the applicant made it clear in writing that they would not have liquor and live music. He said he doesn't believe it was an oversight or

misunderstanding because everyone understood what the rules were, they were clearly laid out. Discussion was made as to the reasoning behind the denial of the initial special use permit. Discussion was also made regarding the difficulty of finding out the processes for starting a business, obtaining beer permits and liquor licenses, and special use permits and what needs to be filed with or applied to the county, state, planning department, code enforcement, etc.

Alderman Reaves asked Mr. White directly if he just didn't know the processes or if he tried to openly deceive the City. Mr. White stated he and his partner had never been business owners but decided to do something different and open a business during the COVID era. He said there was no road map or guide to opening a business, and he stated that when trying to grow the business, they went to the State for their liquor license and when inspections were approved, they thought they were good. He said he didn't know they needed to come back to get a special use permit. He said they should've done more diligence but had been operating from a place of thinking everything was good.

Alderman King asked Mr. White why he did not attend the July 7, 2025, Planning Commission meeting to speak. Mr. Harris said they contacted the phone number and email that were on their original application with no response. Mr. White said he could not say whether he did or did not receive any emails.

Alderman Quinn restated his point that he did not understand how Mr. White wrote numerous times in emails and on his application that Sticks X Stones would not have liquor and live music, but after a period of time, contacted the State for a license. He said social media showed people taking shots and the party, which led to the business being caught. Mr. White said that was how the business operated at that time but realized that adding these things would grow the business and they contacted the TABC. He said he thought that once they started working with inspectors, that Bartlett understood how they would move forward. He said it was an oversight, not an egregious move.

Vice Mayor Young asked Mr. White if the special use permit was denied once before and didn't affect business, if it is denied again, what would be the difference? Mr. White said it did affect his business. He said he had lost $50,000 in income since he had gone back to only a cigar-restaurant establishment.

Result:	**Failed**
Mover:	Alderman David Reaves
Seconder:	Alderman Williams
Ayes:	Robert Griffin, David Reaves, Monique Williams
Nays:	Brad King, Jack Young, Kevin Quinn
Abstains:	None

3 Resolution 30-25, a resolution approving a Special Use Permit to allow a Residential Mixed-Use Development to be located at the northeast corner of New Brunswick Road and Highway 64, within the "C-H" Highway Business Zoning District. (Kim Taylor, Director of Planning and Economic Development)

Blake Brinson, the developer representing the Stoa Group presented a concept plan for The Waters. The presentation will be filed with the minutes. This development would provide commercial frontage with 312 residential units at the rear and a green space which will include resort-style amenities. The developer's traffic engineer, Michael Rodgers of Fisher Arnold stated that the traffic study done in 2023 for the Hy-vee grocery store showed that the traffic rating would drop from a D to an E, but the grocery store traffic estimate would have generated 10,000 daily trips, but residential mixed-use development is estimated to generate 2,000 daily trips. He spoke regarding the level of service and that the developer rerouting traffic at New Brunswick and Old Brunswick would improve the traffic. He stated a full-blown traffic study would be conducted but did not anticipate changes to Stage Road. He did say that if the traffic study revealed that improvements were needed, the City could require those improvements. He stated that should improvement be needed, it would be privately funded, not public, thus minimizing delays. He said the proposal to cut off New Brunswick Road from Old Brunswick Road would make a better situation.

Result:	**Passed**
Mover:	Alderman David Reaves
Seconder:	Alderman King
Ayes:	Robert Griffin, David Reaves, Monique Williams, Jack Young
Nays:	Brad King, Kevin Quinn
Abstains:	None

CONSENT AGENDA

Result:	**Passed**
Mover:	Alderman David Reaves
Seconder:	Alderman Young
Ayes:	Brad King, Robert Griffin, David Reaves, Monique Williams, Jack Young, Kevin Quinn
Nays:	None
Abstains:	None

1 Proposal for Citywide Pest Control Services. (Dick Phebus, Director of Finance)

We recommend the proposal be awarded to Nu Era Pest Control with an overall annual pricing of $17,520.00. Funds are available in various building maintenance. departmental accounts.

2 Bid for Annual Paving Operations and Pavement Marking Projects. (John Horne, Director of Engineering)

Recommend awarding bids to the following contractors:
Asphalt Paving Operations: Lehman-Roberts and Standard Construction
Pavement Markings: Traf-Mark
Reclamite Rejuvenator: Pavement Technology Inc.
HA5: Holbrook Asphalt Company.
Funds are available in Accounts 121.48121.278, 311.48311.780.456, and 311.48311.772.458.

NEW BUSINESS

1 Resolution 28-25, a resolution to approve the Industrial Development Board of the City of Bartlett, Tennessee's First Amendment to the Economic Impact Plan for the Union Depot Mixed Use Development Tax Increment Financing application. (Kim Taylor, Director of Planning and Economic Development)

Sam Harris Senior Planner explained that this resolution would expand the boundaries of the current TIF to include Union Depot Phase A and the area included by the Mid-South Safety Plan. The Industrial Development Board heard this public hearing on July 7, 2025 and are forwarding a favorable recommendation for this revision.

Dexter Muller, Industrial Development Board member and TIF consultant, expressed that Bartlett has watched Germantown and Collierville grow more than Bartlett. Currently, Arlington, Lakeland, and Millington are accelerating their growth. He said that because of new development, it was Bartlett's time, and the City should take advantage of the tax increment financing. He highlighted the basics of TIFs and said they were a significant tool that had not been used in Shelby County until recent years. He said that Nashville, Knoxville, and Chattanooga had used TIFs as an incentive of choice to develop their downtowns and other areas. He mentioned that Memphis had used four TIFs, Lakeland and Millington four each, Arlington and Germantown, one each. He said it was a main source of trying to make developments happen. He said the market was difficult because interest rates were high, and construction costs had doubled since COVID. He said one key thing is that no property owner within the boundaries of the TIF pays anything more than they ordinarily pay. The developer pays one hundred percent of the taxes that they are due. He said the difference is that a portion of the taxes they pay are used to pay for public infrastructure.

Developer Keith Grant gave an update on the current phase.

Developer Kim Brown stated that there was zero financial risk for the city or county with the TIF. She said the loan is issued through the Industrial Development Board, but fully guaranteed by the developer. She said the developer assumes all risks. She reiterated that TIFs do not raise taxes and do not use the City's current tax revenue. She said it allows a portion of the new property tax revenue that is created by the development to be reinvested into public infrastructure. She explained that funding the debt service fee was a state requirement and approximately six percent of all new taxes collected in the TIF area is allocated to pay down the City's existing debt, such as schools, public buildings, and prior infrastructure projects. She said this property was a good candidate for a TIF because the property has sat vacant for over 40 years. She said multiple projects have fallen through because of the high cost of the public infrastructure required. She said with a TIF, new property tax dollars generated by Union Depot and paid for by the developer, can be used to fund the roads, sidewalks, sewer drainage, and traffic signals. She said without a TIF the property would likely sit vacant in the future, only generating about $3,000.00 per year in revenue, but with a TIF, Bartlett would gain a $95 million private investment, a new grocery store, new restaurants and retail, millions in tax revenue, all without taking a single risk or raising taxes.

Lana Suite with Younger Associates conducted an economic impact analysis on this development. Ms. Suite stated that the annual economic impact at full operation is $104.5 million to Bartlett and Shelby County, which includes (direct and indirect) 690 jobs supported, $24 million in annual wages, and $820,000 in sales tax to Bartlett. Younger Associates project approximately half a million dollars per year in property tax revenue when the development is fully complete, compared to the current $3,000.00 per annum. All total Younger Associates projects $1.7 million projected annual revenue. The projected net new property tax over 20 years is $8.5 million. She shared that if the TIF was granted it would mean that during the 20-year TIF period, these items would come to the City of Bartlett: $240,000 in administrative fees, $500,000 debt service, and $1.8 million of taxes. She said the benefit to cost ratio is $4.60 to $1.00. The presentation will be filed with the minutes.

Chief Administrative Officer Steve Sones presented the proposed extended boundaries of the TIF. The point is to use some of the incremental tax revenue to address traffic safety concerns in the extended boundaries; Highways 64 and 70 (4-way), southwest, along Highway 70 to Kirby Whitten, north on Kirby Whitten just before Kirby Lakes subdivision. Utilizing the Mid-South Safety Action Plan's analysis (SAP) , it was determined that three of the five most dangerous intersections in the City of Bartlett fall within the extended boundaries of the TIF. The City hopes to use some of this revenue to strengthen the efforts to improve safety that have already begun. An example of this investment could include mast arms, smart sensors, and adaptive timing systems for real-time traffic management. The City has applied for a Safe Streets and Roads grant, and the TIF could augment the City's portion of the grant. Mr. Sones presented before and after images of areas in Memphis where improvements were made by TIFs. The presentation slides are included in the minutes.

Mayor Parsons shared that a recent Suburban Mayors meeting, the mayor of Lakeland, Josh Roman, asked if he could address our board regarding the TIF.

Mayor Roman stated that no one had asked him to speak, but he wanted to share that TIFs in Lakeland had made a positive difference. He said that in 2017, Kroger moved to the opposite side of Highway 64 and their sales tax revenue was $400,000 per year. Currently, it is almost four million dollars thanks to four TIFs. He publically thanked the Shelby County Commission, including Mickell Lowery and Mick Wright for believing in Lakeland. He said the TIF allowed them to a portion of the new property tax revenue created by the development and reinvest it into the area that generated the tax. He gave examples of the Lake District, which was an old factory outlet mall, Town Square, which would house future city operations but allowed them to enforce strict design guidelines and develop a commercial hot spot. The Gateway area allowed them to purchase two high-crime areas, and now they have less than 20 reportable crimes a month. The TIFs allowed them to focus on safety. Lastly, he said the Highway 70 Safe City TIF will complete their neighborhood center concept and allow them to use a portion of the funds to focus on the Highway 70 corridor where traffic will increase due to the new middle and high schools. Lakeland has increased jobs and sales tax revenue and helped Shelby County schools. He said they haven't given up property tax because without the TIF projects, the revenue would never have existed. He said once the TIF sunsets, all the property tax increase goes back to Lakeland. He stated that it was important to note that Shelby County invests alongside, but to a greater extent. The county also gains new revenue to support schools and public safety. He said TIFs are a way to keep from raising property taxes. He ended by thanking the City of Bartlett for partnership on the sewer system. He also thanked Mike Wissman, the mayor of Arlington, for his help with Lakeland's public school system.

Alderman Reaves asked Mayor Roman what happened or happens when the developer goes bankrupt.

Mayor Roman responded, "nothing". He said either the developer or the financier would make sure the property taxes get paid.

Alderman King asked Mr. Grant and Ms. Brown if they would consider that the city receive an additional fifteen percent of the developer's share of the city's and county's tax revenue to be added to the Industrial Development Board's agreement for the Union Depot TIF. He said this was similar to Arlington's and Lakeland's TIF agreements and would result in an additional $3 million for the city.

Mr. Grant stated he would be in agreement. Alderman King said it would change the city's percent to thirty-seven and the county's to fifteen percent.

Alderman King inquired about the name of the proposed grocery store. Mr. Grant stated that there is a non-disclosure agreement in place, but that the store would be an updated, modern concept that the national chain grocery store is seeking to implement. He said it would include larger aisles, a sushi bar, and a modern concept.

Alderman Reaves said he typically supports TIFs but is afraid that approving a TIF at this location, which would include an unnamed grocery store, would close the door on bringing a desired grocery store to Bartlett. Discussion was made regarding the Hy-vee being unable to be built at Highway 64, New Brunswick, and Old Brownsville roads, and not being able to attract at Publix grocery store. He said his biggest concern was that they would approve a TIF for this site, and it was for another Wal-Mart or Kroger. He believes the citizens want a different type of grocery store. He stated that he would probably abstain because he is unsure of the grocery store. He told Alderman King that if he made the motion to change the share, he would second the motion.

Mayor Parsons added that another grocer was looking at property within the TIF district, but the property wasn't for sale at the time. He said he had an upcoming meeting on Friday and there was the potential for another site for a grocery.

Tricia Adrian with Harris Shelton attorneys representing the Industrial Development Board said that the Board of Mayor and Aldermen would need to approve this resolution as written and the IDB would enter into an agreement with fifteen percent changes.

Alderman Williams wanted to make sure it was on record that, if approved, the Industrial Development Board and developer agreed for the additional fifteen percent.

Mr. Grant went on record stating that he was in agreement that the city would retain the fifteen percent of what he would receive.

Result:	**Failed**
Mover:	Alderman Robert Griffin
Seconder:	Alderman Reaves
Ayes:	Robert Griffin, Monique Williams
Nays:	Brad King, Jack Young, Kevin Quinn
Abstains:	David Reaves

2 Resolution 33-25, a resolution authorizing the City of Bartlett to participate in the Property Conservation Matching Grant Program from Public Entity Partners. (Dick Phebus, Director of Finance)

Director of Finance Dick Phebus stated that this was a matching grant up to $8000.00 and PEP would match $4,000.00.

Result:	**Passed**
Mover:	Alderman Jack Young
Seconder:	Alderman Quinn
Ayes:	Brad King, Robert Griffin, David Reaves, Monique Williams, Jack Young, Kevin Quinn
Nays:	None
Abstains:	None

3 First Reading of Ordinance 25-04, an ordinance to amend the City of Bartlett Cable Television Ordinance, Title 9, Chapter 5. (Will Wyatt,

Assistant City Attorney). The Public Hearing to be set for September 23, 2025.

Assistant City Attorney Will Wyatt explained that this amendment updates the cable ordinance last amended in 1995 and removes the telecommunications regulations from this chapter to a separate chapter.

Result:	**Passed**
Mover:	Alderman David Reaves
Seconder:	Alderman Young
Ayes:	Brad King, Robert Griffin, David Reaves, Monique Williams, Jack Young, Kevin Quinn
Nays:	None
Abstains:	None

4 First Reading of Ordinance 25-05, an ordinance to enact the City of Bartlett Telecommunications Ordinance, Title 9, Chapter 8. (Will Wyatt, Assistant City Attorney). The Public Hearing to be set for September 23, 2025.

Mr. Wyatt explained this is a new chapter governing telecommunications providers.

Result:	**Passed**
Mover:	Alderman Jack Young
Seconder:	Alderman King
Ayes:	Brad King, Robert Griffin, David Reaves, Monique Williams, Jack Young, Kevin Quinn
Nays:	None
Abstains:	None

OPEN DISCUSSION

Chief Communications Officer Todd Halford announced the fitness series at W.J. Freeman Park on Saturday, August 30, 2025 at 9 a.m. with Deep River Fit. He also announced Bruce Kee Band for the next Bartlett Live on September 6 at 7 p.m.

Dan Richards, 8855 Memphis-Arlington expressed concerns about the way the Board of Mayor and Aldermen operate. He was displeased at comments made regarding Kroger stores at the end of the July 22 BMA meeting. He said he went and spoke to the managers at the various Kroger stores and said they were surprised to learn of the comments made at board meetings. He said the board could do better individually and collectively.

ADJOURNMENT

Adjourned at 8:55 p.m.

Harold Brad King, Register to the Board of Mayor and Aldermen	David Parsons, Mayor

Board of Mayor and Aldermen
City Hall Council Chambers
Bartlett, TN 38134

Ordinance 25-04

Meeting: 8/26/2025 6:00 PM
Department: Administration
Category: Ordinance (all ordinances have public hearing on 3rd reading)
Prepared By: Penny Medlock, City Clerk
Initiator:
Sponsors:

Ordinance 25-04, an ordinance to amend the City of Bartlett Cable Television Ordinance, Title 9, Chapter 5.

WHEREAS, the City desires to provide for the health, safety, and welfare of the citizens and to exercise the authority afforded by Tenn. Code Ann. §§ 7-59-101, et seq., by regulating cable service providers and cable service; providing for the granting of franchises to cable service providers that permit the operation of a cable system within the City for a specified term; and regulating the installation of poles, wires, cable, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to a cable system within streets and public rights-of-way in the City.

WHEREAS, the City desires to promote competition in cable services and to encourage the provision of advanced and competitive cable services on the widest possible basis to the businesses, institutions, and residents of the City.

WHEREAS, the City desires to conserve the limited physical capacity of the streets and public rights-of-way held in public trust by City and to ensure that the City's current and ongoing costs of granting and regulating private access to and use of the streets and public rights-of-way are fully paid by the persons seeking such access and causing such costs and to secure fair and reasonable compensation to the City and the residents of the City for permitting private use of the streets and public rights-of-way.

WHEREAS, the City desires to ensure that all cable service providers providing cable services within the City comply with the ordinances, rules and regulations of the City.

WHEREAS, the City of Bartlett Board of Mayor and Aldermen desire to amend the Cable Television Ordinance, Title 9, Chapter 5, by deleting the chapter in its entirety and replacing it.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, that:

Title 9, Chapter 5, shall be amended by deleting the chapter in its entirety and replacing it with the following:

9-501. Purpose of chapter.

The purpose and intent of this chapter is to:

(1) Establish a local policy concerning cable service providers and cable service and establish clear local guidelines, standards and time frames for the exercise of local authority with respect to the regulation of cable service providers and cable service;

(2) Promote competition in cable services;

(3) Minimize unnecessary local regulation of cable and services;

(4) Encourage the provision of advanced and competitive cable services on the widest possible basis to the businesses, institutions and residents of the city;

(5) Permit and manage reasonable access to the streets of the city for cable purposes on a competitively neutral basis;

(6) Conserve the limited physical capacity of the streets held in public trust by the city;

(7) Ensure that the city's current and ongoing costs of granting and regulating private access to and use of the streets are fully paid by the persons seeking such access and causing such costs;

(8) Secure fair and reasonable compensation to the city and the residents of the city for permitting private use of the streets;

(9) Ensure that all cable carriers providing facilities or services within the city comply with the ordinances, rules and regulations of the city; ensure that the city can continue to fairly and responsibly protect the public health, safety and welfare; and

(10) Enable the city to discharge its public trust consistent with rapidly evolving federal and state regulatory policies, industry competition and technological development.

9-502. Definitions applicable to this chapter and chapter 8 of this title.

The following words, terms and phrases, when used in this chapter and in chapter 8 of this title, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(1) *Affiliate* means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with another person.

(2) *City* means the City of Bartlett, Tennessee, the grantor of rights under this chapter and chapter 8 of this title.

(3) *City property* means all real property owned by the city, other than public streets and utility easements as those terms are defined in this section, and all property held in a proprietary capacity by the city, which are not subject to right-of-way franchising as provided in this chapter.

(4) *FCC* means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.

(5) *Force majeure* means a strike, acts of nature, acts of public enemies, orders of any kind of a government of the United States of America, riots, epidemics, landslides, lightning, earthquakes, fires, tornadoes, storms, floods, civil disturbances, explosions, partial or entire failure of utilities or any other cause or event not reasonably within the control of the disabled party, but only to the extent the disabled party notifies the other party as soon as practicable regarding such force majeure.

(6) *Person* means and includes corporations, companies, associations, joint stock companies or associations, firms, partnerships, limited liability companies and individuals and includes their lessors, trustees and receivers.

9-503. Penalty for violation of chapter.

Any person found guilty of violating, disobeying, omitting, neglecting or refusing to comply with any of the provisions of this chapter shall be fined not more than $50.00 for each offense. A separate and distinct offense shall be deemed committed each day on which a violation occurs or continues.

9-504. Other remedies.

Nothing in this chapter shall be construed as limiting any judicial remedies that the city may have, at law or in equity, for enforcement of this chapter.

9-505. Rights reserved to the city.

The city hereby expressly reserves the following rights which shall not be deemed to be waived or abrogated by any franchise granted pursuant to this chapter:

(1) Exercise its governmental powers, now or hereafter, to the full extent that such powers may be vested in or granted to the city.

(2) Adopt, in addition to the provisions contained in this chapter and in a franchise, issued by the city or the state, or license and in any existing applicable ordinance, such additional regulations as it shall find necessary in the exercise of its police power.

(3) Amend this chapter or any franchise granted pursuant to this chapter to require reasonable and appropriate modifications in a franchise of a nature that would not result in effectively terminating such franchise.

(4) Renegotiate any franchise granted pursuant to this chapter should substantial sections of this chapter be rendered void by subsequent changes in applicable federal or state laws.

(5) Waive portions of this chapter if the city determines such waiver is in the public interest.

9-506. Definitions applicable to this chapter.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(1) *Basic service* means that service tier which includes the retransmission of local television broadcast signals and any community, educational and government access channel requirements under this chapter. The term "basic service" does not include optional program and satellite service tiers, a la carte services, per channel, per program or auxiliary services for which a separate charge is made. However, a company may include other satellite signals on the basic service.

(2) *Cable service* means the one-way transmission to subscribers of video programming, or other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(3) *Cable system* or *system* means a facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within the city, but such term does not include:

a. A facility that serves only to retransmit the television signals of one or more television broadcast stations;

b. A facility that serves subscribers, unless such facility or facilities uses directly, as licensee, or otherwise, any public right-of-way;

c. A facility of a common carrier which is subject, in whole or in part, to the provisions of title 11 of the Cable Television Consumer Protection and Competition Act of 1992 (the act), except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the act) to the extent such facility is used in the transmission of video programming directly to subscribers; or

d. Any facilities of any electric utility used solely for operating its electric utility systems.

(4) *Class IV channel* means a signaling path provided by a cable system to transmit signals of any type from a subscriber terminal to another point in the cable system.

(5) *Company* means a grantee of rights under this chapter by means of an award of a franchise, or a grantee of rights in a state-issued franchise (state issued certificate of franchise authority) pursuant to the Competitive Cable and Video Services Act by means of an award of a franchise, or its permitted successor, transferee or assignee, or an applicant therefor.

(6) *Converter* means an electronic device which converts signals to a frequency not susceptible to interference within the television receiver of a subscriber, and by an appropriate channel selector also permits a subscriber to view more than 12 channels delivered by the system at designated converter dial locations.

(7) *Franchise* means the right of a company to operate a cable system within the city for a limited term and in a manner in agreement with this chapter and, if the franchise is a state-issued franchise, the Competitive Cable and Video Services Act as well.

(8) *Gross revenues* means all revenue received directly or indirectly by a company from cable system operations within the city including, but not limited to, subscriber service monthly fees, pay cable fees, installation and reconnection fees, leased channel fees, converter rentals, studio rental, production equipment, personnel fees, late fees, downgrade fees, home shopping service commissions and advertising commissions; provided, however, that such shall not include any taxes on services furnished by a company imposed directly upon any subscriber or user by the state, local or other governmental unit and collected by the company on behalf of the governmental unit.

(9) *Initial application* means the document setting forth the proposed terms for a franchise to be awarded by the city to a company for a new franchise as opposed to the renewal of a franchise.

(10) *Installation* means the connection of the system from feeder cable to subscribers' terminals. The term shall include all procedures required to complete service standards, including underground installation of service lines and restoration of lawn areas.

(11) *Monitoring* means observing a communications signal, or the absence of a signal, where the observer is neither the subscriber nor the programmer, whether the signal is observed by visual or electronic means, for any purpose whatsoever; provided, however, that monitoring shall not include system wide, non-individually addressed sweeps of the system for purposes of verifying system integrity, controlling return paths transmissions, or billing for pay services.

(12) *Normal business hours,* (as applied to the company), means those hours during which similar businesses in the city are open to serve customers. In all cases, normal business hours means that a company will be open for subscriber transactions Monday through Friday from 8:00 a.m. to 5:00 p.m., unless there is a need to modify those hours to fit more appropriately the needs of the city or the subscribers. A company will establish supplemental hours on weekdays and weekends if it would fit the needs of the city or the subscribers.

(13) *Normal operating conditions* means those service conditions which are within the control of the company. Those conditions which are not within the control of the company include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the company include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(14) *PEG facility* means the public, educational and governmental access facility maintained by the city.

(15) *Renewal proposal* means a document setting forth the proposed terms for the renewal of an existing franchise to a company already functioning as an operator of a cable system for the city.

(16) *Street* means the surface of all rights-of-way and the space above and below, of any public street, road, highway, freeway, lane, path, public way or place, sidewalk, alley, court, boulevard, parkway, drive or easement now or hereafter held by the city for the purpose of public travel, and shall also mean other easements or rights-of-way as shall be now held or hereafter held by the city which shall within their proper use and meaning, entitle a company to the use thereof for the purposes of installing poles, wires, cable, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to a cable system.

(17) *Service interruption* means the loss of picture or sound on one or more channels.

(18) *Subscriber* means any person, firm, company, corporation or association lawfully receiving basic service and/or additional service from the company.

(19) *State-issued franchise (state issued certificate of franchise authority)* means a franchise applied for and granted by the State of Tennessee pursuant to the Competitive Cable and Video Services Act, T.C.A. § 7-59-301, et seq., as may be amended

(20) *User* means a party utilizing a cable system channel for purposes of production or transmission of material to subscribers, as contrasted with receipt thereof in a subscriber capacity.

9-507. Rights and privileges of company.

(1) A franchise granted by the city pursuant to this chapter or a state-issued franchise shall grant to a company the nonexclusive right and privilege to erect, construct, operate and maintain in, upon, and along, across, above, over and under the streets, now in existence and as may be created or established during the term hereof, any poles, wires, cable, underground conduits, manholes and other television conductors and fixtures necessary for the maintenance and operation of a system for the interception, sale, transmission and distribution of cable service and other audiovisual and data signals and the right to transmit the same to the inhabitants of the city on the terms and conditions set forth in this section.

(2) It is understood that there may be from time to time within the city various streets which the city does not have the unqualified right to authorize a company to use because of reservations in favor of the dedicators or because of other legal impediments; therefore, in making this grant, the city does not warrant or represent as to any particular street or portion of a street that it has the right to authorize a company to install or maintain portions of its system therein, and in each case the burden and responsibility for making such determination in advance of the installation shall be upon a company.

(3) The right to use the streets, easements and rights-of-way granted in this section or in a state-issued franchise is subject to all ordinances in the city addressing access and use of streets, easements and rights-of-way, the terms of all rights or franchises heretofore granted by the city, and to the terms of all rights or franchises hereafter granted by the city or by the state to companies with a franchise granted pursuant hereto or by the state and/or other companies primarily engaged in the rendering of public utilities service.

(4) Nothing in this section shall vest a company any property rights in the city-owned property, nor shall the city be compelled to maintain any of its property any longer than or in any fashion other than, in the city's judgment, its own business or needs may require.

9-508. Binding effect.

(1) Upon grant of a franchise pursuant hereto or by the state and acceptance thereof by a company, a company will be bound by all the terms and conditions contained in this chapter except, in the case of a state-issued franchise, should there be a direct and clear conflict with this chapter and the applicable state law, such state law would control.

(2) Upon grant and acceptance of a franchise issued by the city, a company and the city shall agree, either in the franchise agreement itself or in a separate document, as to all financial obligations of the company to the city associated with the franchise.

9-509. Franchise territory.

A franchise granted by the city or a state-issued franchise is for the present territorial limits of the city and for any area henceforth added thereto during the term of the franchise.

9-510. Duration and acceptance of franchise.

A franchise and the rights, privileges and authority hereby granted shall take effect and be in force from and after final grant and acceptance thereof by a company for the term specified in an initial proposal or renewal proposal as the case may be or for the term set forth in the state-issued franchise, which term may be for not more than 20 years; provided, however, that by appropriate agreement certain obligations may be deemed to commence from a date prior to the final grant and acceptance of a franchise. Acceptance by a company of a franchise shall constitute a representation or warranty that it accepts the franchise willingly and without coercion, undue influence and duress, that it has not misrepresented or omitted material facts, has not accepted the franchise with intent to act contrary to the provisions of this chapter, and that, so long as it operates the cable system, it will be bound by the terms and conditions of this franchise, subject to applicable state and federal law.

9-511. Franchise renewal.

(1) A franchise may be renewed by the city in accordance with the procedures delineated in 47 USC 546 or other applicable statutory requirements.

(2) In the absence of statutory requirements:

(a) At least 24 months prior to the expiration of its franchise, a company shall inform the city in writing of its intent to seek renewal of the franchise.

(b) Such company shall submit a renewal proposal which demonstrates that:

(3) It has been and continues to be in substantial compliance with the terms, conditions and limitations of this chapter and its franchise;

(4) Its system has been installed, constructed, maintained and operated in accordance with the accepted standards of the industry, this chapter and its franchise;

(5) It has the legal, technical, financial and other qualifications to continue to maintain and operate its system, and to improve the same as the state of art progresses so as to ensure its subscribers high quality service; and

(6) It has made a good faith effort to provide services and facilities which accommodate and will accommodate the demonstrated needs of the city and its residents as may be reasonably ascertained by the city.

(a) After giving public notice, as defined in section 9-522, the city shall proceed to determine whether the company has met the requirements of section 9-510. In making this determination, the city shall consider technical developments and performance of the system, programming and other services offered, cost of services, and any other particular requirements set out in this chapter. Also, the city shall consider a company's reports made to the city and the FCC; may require a company to make available specified records, documents and information for this purpose; and may inquire specifically whether a company will supply services sufficient to meet community needs and interests. Industry performance on a national basis shall also be considered. Provision shall be made for public comment.

(b) The city shall then adopt any amendments to this chapter that it considers necessary.

(c) If the city finds the company's performance satisfies the renewal requirements as set out in statutory requirements or, in lieu thereof, satisfies the four criteria outlined above in subsection (b)(2) of this section, a new franchise shall be granted pursuant to this chapter, as amended.

(d) If a company is determined by the city not to have satisfied the criteria described at subsection (b)(2) of this section, new applicants shall be sought and evaluated and a franchise award shall be granted by the city according to this chapter.

9-512. Police powers.

(1) In accepting a franchise issued by the city or the state, a company acknowledges that its rights under this chapter are subject to the police power of the city to adopt and enforce general ordinances necessary to the safety and welfare of the public; and it agrees to comply with all applicable general laws and ordinances enacted by the city pursuant to such power.

(2) Any conflict between the provisions of this chapter and/or a franchise and any other present or future lawful exercise of the city's police powers shall be resolved in favor of the latter, except that any such exercise that is not of general application in the city or which applies exclusively to a company or cable systems and which contains provisions inconsistent with this chapter and/or a franchise, shall prevail only if upon such exercise the

city finds an emergency exists constituting a danger to health, safety, property or such exercise is mandated by law.

(3) The right is hereby reserved to the city to adopt, in addition to the provisions contained in this chapter and in existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of the police power. Nothing in this chapter or in any agreement under this chapter awarding a franchise or in any franchise granted by the state shall be construed as an abrogation by the city of its police power.

9-513. Cable television franchise.

Any person or entity who desires to construct, install, operate, maintain, lease or otherwise locate or continue to locate, a cable system in any street of the city for the purpose of providing cable service to persons in the city shall obtain a cable franchise from the city pursuant to this chapter or a state-issued franchise pursuant to the Competitive Cable or Video Services Act, T.C.A. § 7-59-301, et seq., as may be amended.

9-514. Use of company facilities.

The city shall have the right, during the term of any franchise, whether issued by the city or the state, to install and maintain free of charge upon the poles of a company any wire or pole fixtures that do not unreasonably interfere with the cable system operations of such company.

9-515. Costs.

A company shall bear the following costs: all reasonable and justifiable charges or costs incidental to the awarding, renewal or enforcement of a franchise including, but not limited to, payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damages.

9-516. Notices.

All notices from a company to the city shall be addressed to the Engineering Department. A company shall maintain with the city, throughout the term of its franchise, an address for service of notices by mail.

9-517. Letter of credit/security deposit.

(1) Within 15 days after the award of a franchise whether by the city or the state, a company shall deposit with the city either a letter of credit from a federally insured financial institution, or a security deposit in such an institution, in immediately available funds in the amount of $50,000.00. The sole condition of the letter of credit shall be written notice by the city to the issuer that a company is in default under the franchise. The security deposit must be available for draw by the city without condition. The form, issuer and content of such letter of credit or security deposit shall be approved by the city. These instruments shall be used to ensure the faithful performance of a company of all provisions of its franchise, compliance with all orders, permits and directions of any agency, commission,

board, department, division or office of the city having jurisdiction over its acts or defaults under its franchise and the payment by a company of any claims, liens and taxes due the city which arise by reason of the construction, operation or maintenance of the system.

(2) The letter of credit or security deposit shall be maintained at the amount of $50,000.00 for the entire term of a franchise even if sums are withdrawn therefrom pursuant to subsections (1) or (3) of this section.

(3) If a company fails to pay to the city any sum due under its franchise within the time required; or fails after 15-days' notice to pay to the city any taxes due and unpaid; or fails to repay the city within 15 days, any damages, costs or expenses which the city is compelled to pay by reason of any act or default of a company in connection with its franchise; or fails, after 15-days' notice of such default to comply with any provision of its franchise which the city reasonably determines can be remedied, the city may immediately demand payment of the amount thereof, with interest and any penalties, from the issuer of the letter of credit or the holder of such security deposit. Upon such demand for payment, the city shall notify the company of the amount and date thereof.

(4) The rights reserved to the city with respect to the letter of credit and security deposit are in addition to all other rights of the city, and no action, proceeding or exercise of a right with respect to such letter of credit or security deposit shall affect any other right the city may have.

(5) The letter of credit shall contain the following endorsement: "It is hereby understood and agreed that this letter of credit may not be canceled or not renewed until 30 days after receipt by the city, by certified mail, of a written notice of such intention to cancel or not to renew."

(6) Upon receipt of such 30-day notice, such shall be construed as a default granting the city the right to call for payment of either the security deposit or letter of credit.

(7) Notwithstanding the foregoing provisions of this section, if a company makes application to the city to be relieved from furnishing a letter of credit, the Mayor or his or her designee may waive the requirement for such bond or reduce the required amount thereof if the Mayor or his or her designee determines that, for state-issued franchises, the company is in compliance with T.C.A. § 7-59-305(c)(6) as to financial qualifications of a cable service provider and, for city-issued franchises, that:

   (a) Such company has a net worth of not less than $50,000,000.00 as reflected by its most current audited financial statement; and

   (b) The performance of such company of its obligations generally, whether financial or otherwise, has been satisfactory with respect to the city and with respect to other parties with which such company has had obligations of construction or improvements to cable systems.

9-518. Performance bond.

(1) Thirty days prior to commencing any construction, whether such construction consists of improvements to the existing system or construction of a new system, a company shall file with the city a performance bond and payment bond in the amount of not less than 50

percent of the costs necessary to perform such construction. This bond shall be maintained throughout the construction period and thereafter until such time as determined by the city. The form, content, and amount of such bond shall be approved by the city.

(2) If a company fails to comply with any law, ordinance or resolution governing its franchise or fails to well and truly observe, fulfill and perform each term and condition of its franchise, as it relates to the conditions relative to the construction of the system, there shall be recoverable jointly and severally, from the principal and surety of the bond, any damages or loss suffered by the city as a result, including the full amount of any compensation, indemnification, or costs of removal or abandonment of any property of the company, plus a reasonable allowance for attorney's fees, including the city's legal staff, and costs, up to the full amount of the bond. This section shall be an additional remedy for any and all violations outlined in section 9-517.

(3) The city may, upon completion of construction, waive further maintenance of such bonds. However, the city may require a like bond to be posted by a company for any construction subsequent to the completion of any improvements or construction of a new system.

(4) Notwithstanding the foregoing provisions of this section, if a company makes application to the city to be relieved from furnishing a performance and payment bond relative to construction of a system or improvements thereto, the Mayor or his or her designee may waive the requirement for such bond or reduce the required amount thereof if the Mayor or his or her designee determines, for state-issued franchises, that compliance with T.C.A. § 7-59-305(c)(6) as to financial qualifications of a cable service provider has been complied with and, for city-issued franchises that:

    (a) Such company has a net worth of not less than $50,000,000.00 as reflected by its most current audited financial statement; and

    (b) The performance of such company of its obligations generally, whether financial or otherwise, has been satisfactory with respect to the city and with respect to other parties with which such company has had obligations of construction or improvements to cable systems.

9-519. Franchisee insurance.

A franchisee shall maintain, and by its acceptance of a franchise, specifically agrees that it will maintain, throughout the term of its franchise, the following insurance against claims that may arise from or in connection with the performance of the franchise by any agents, representatives, employees or subcontractors of the franchisee:

(1) Commercial General Liability (CGL): Coverage on an "occurrence" basis, including the following coverages: premises/operations, products-completed operations, contractual, bodily injury, property damage, personal and advertising injury, and XCU coverage with limits of no less than $3,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required per-occurrence limit.

(2) Business Auto Liability: Must cover any auto including hired and non-owned autos, with limits of no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation Insurance: As required by the State of Tennessee, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Excess or Umbrella Liability: Limit of no less than $5,000,000.

(5) Cyber Liability: Limits of no less than $5,000,000 per occurrence or claim, $10,000,000 aggregate.

(6) Professional Liability – Errors and Omissions: Coverage appropriate to the franchisee's profession, with limits of no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

(7) Self-insured Retentions: Must be declared to and approved by the city. The city may require the franchisee to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the city.

(8) If the franchisee maintains broader coverage and/or higher limits than the minimums shown above, the city requires and shall be entitled to the broader coverage and/or the higher limits maintained by the franchisee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the city.

(9) Other Insurance Provisions: Each liability policy shall contain, or shall be endorsed to contain, the following provisions:

(a) The City of Bartlett, its elected officials, appointees, employees, members of boards, agencies or committees are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the franchisee including materials, parts or equipment furnished in connection with such work or operations.

(b) For any claims related to or arising out of the franchise, the franchisee's performance of the franchise, or any act or omission of the franchisee with respect to its obligations, undertakings, and responsibilities under this chapter or the franchise agreement, the franchisee's insurance coverage shall be primary and non-contributory as to the City of Bartlett, its elected officials, appointees, employees, members or boards, agencies or committees.

(c) Each insurance policy required above shall provide that coverage shall not be canceled or non-renewed except upon 90-days' prior written notice, by certified mail, to the City of Bartlett. Within 60 days after receipt by the city of such notice, and in no event later than 30 days prior to such cancellation or non-renewal, the franchisee shall obtain and furnish to the city replacement insurance policies meeting the requirements of this section.

9-520. Indemnification.

(1) A company shall, at its sole cost and expense, fully indemnify, defend and hold harmless the city and its boards, commissions, elected officials, appointees, employees, board members, committee members, commission members, agents and representatives from and against any and all claims; defense of suits; actions; costs and expenses, including, but not limited to, reasonable attorneys' fees; and any liability and judgments for damages, including, but not

limited to, expenses for reasonable attorneys' fees and disbursements and liabilities assumed by the city in connection therewith:

(a) To persons or property, in any way arising out of or through the acts or omissions of a company, its servants, agents or employees, or to which a company's negligence shall in any way contribute;

(b) Arising out of any claim for invasion of the right of privacy, for defamation of any person, firm or corporation, or the violation or infringement of any copyright, trademark, trade name, service mark or patent, or of any other right of any person, firm or corporation (excluding claims arising out of or relating to city programming); and

(c) Arising out of a company's failure to comply with the provisions of any federal, state or local statute, ordinance or regulation applicable to a company in its business under this chapter.

(2) The indemnity described in subsection (1) of this section is conditioned upon the following: the city shall give a company prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this section. Nothing in this section shall be deemed to prevent the city from cooperating with a company and participating in the defense of any litigation by its own counsel at its sole cost and expense. The company shall fully control the defense to any claim or action and any settlement or compromise thereof. No recovery by the city of any sum by reason of the letter of credit or security deposit required in section 9-517 shall be any limitation upon the liability of a company to the city under the terms of this section, except that any sum so received by the city shall be deducted from any recovery which the city might have against the company under the terms of this section.

9-521. Rights of individuals.

(1) A company shall not deny service, deny access or otherwise discriminate against subscribers, channel users or other citizens on the basis of race, color, religion, national origin, income or sex. A company shall comply at all times with all other applicable federal, state and local laws and regulations and all executive and administrative orders relating to nondiscrimination which are hereby incorporated and made part of this chapter by reference.

(2) A company shall strictly adhere to the equal employment opportunity requirements of the FCC and similar state and local laws, ordinances and regulations, as amended from time to time.

(3) A company shall at all times comply with applicable state and federal law with respect to privacy rights of subscribers, as such laws may change from time to time.

(4) A company, or any of its agents or employees, shall not, without specifically providing notice to subscribers, such notice allowing each subscriber to prohibit the inclusion of his name, sell or otherwise make available to any party:

(a) Lists of the names and addresses of such subscribers; or

(b) Any list which identifies the viewing habits of subscribers.

9-522. Public notice.

A company shall give minimum public notice of any public meeting relating to its franchise by publication at least once in a local newspaper of general circulation at least ten days prior to the meeting, posting at the city municipal center, and by announcement on at least one channel of the PEG facility between the hours of 7:00 p.m. and 9:00 p.m. for five consecutive days prior to the meeting.

9-523. Service availability and record request.

A company shall provide cable service throughout the city pursuant to the provisions of its franchise and shall keep a record for at least three years of all requests for service received by such company. This record shall be available for public inspection at the local office of such company during normal business hours.

9-524. System construction, improvement or extension requirements.

(1) The specifics for a timetable for system construction, extension or improvement (construction) shall be agreed to by the city and a company in writing. When determining the specifics of a timetable, the following shall be considered:

- (a) The areas of the city currently being served with cable service;
- (b) The need to provide cable service to residents in new developments in the city in a timely and feasible manner;
- (c) The equitable treatment of all of the city's residents;
- (d) The need to foster competition between all companies providing cable service to the city to ensure the highest quality cable service to the city; and
- (e) Such other matters presented due to the then-existing circumstances.

(2) In addition to the specifics of any construction timetable agreed to by the city and a company, the following requirements shall apply:

- (a) No subscriber shall be refused cable service arbitrarily.
- (b) Any construction delay beyond any terms of an agreed construction timetable, unless specifically approved by the city, will be considered a violation of this chapter and the applicable franchise.
- (c) In isolated areas of the city not being provided cable service pursuant to the terms of an agreement for a franchise, a company shall provide, upon the request of a resident desiring cable service, an estimate of the costs required to extend cable service to the potential subscriber. A company shall then extend cable service upon request of the resident and such resident's agreement to pay such costs. A company may require advance payment or assurance of payment satisfactory to such company. Notwithstanding the foregoing, a resident will not be required to contribute toward the costs required to extend cable service to such resident if the connection to the isolated resident would require no more than a standard 150-foot aerial drop line.

(d) In cases of new construction or property development where utilities are to be placed underground, the developer or property owner shall give a company reasonable notice of such construction or development, and of the particular date on which open trenching will be available for a company's installation of conduit, pedestals and/or vaults, and laterals to be provided at the company's expense. A company shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring cable service to the development shall be borne by the developer or property owner; except that if the company fails to install its conduit, pedestals and/or vaults, and laterals within five working days of the date the trenches are available, as designated in the notice given by the developer or property owner, then should the trenches be closed after the five-day period, the cost of new trenching is to be borne by the company. Except for the notice of the particular date on which trenching will be available to a company, any notice provided to a company by the city of a preliminary plat request shall satisfy the requirement of reasonable notice if sent to the local general manager or system engineer of a company prior to approval of the preliminary plat request.

9-525. Construction and technical standards.

(1) A company shall construct, install, operate and maintain its system in a manner consistent with all laws, ordinances, construction standards, governmental requirements, FCC technical standards and detailed standards submitted by a company as part of its initial application or renewal proposal, which standards are incorporated by reference in this section. In addition, a company shall provide the city, upon request, with a written report of the results of a company's annual proof of performance tests conducted pursuant to FCC standards and requirements.

(2) Additional specifications:

(a) Construction, installation and maintenance of the cable system shall be performed in an orderly and workmanlike manner. All cables and wires shall be installed, where possible, parallel with electric and telephone lines. Multiple cable configurations shall be arranged in parallel and bundled with due respect for engineering considerations.

(b) A company shall at all times comply with:

i. National Electrical Safety Code (National Bureau of Standards);

ii. National Electrical Code (National Bureau of Fire Underwriters);

iii. Bell System Code of Pole Line Construction; and

iv. Applicable FCC or other federal, state and local regulations.

(c) In any event, the system shall not endanger or interfere with the safety of persons or property in the city or other areas where a company may have equipment located.

(d) Any antenna structure used in the system shall comply with construction, marking and lighting of antenna structure required by the United States Department of Transportation.

(e) All working facilities and conditions used during construction, installation and maintenance of the cable system shall comply with the standards of the Occupational Safety and Health Administration and/or any legally appointed, designated or elected agent or successor.

(f) RF leakage shall be checked at reception locations for emergency radio services to prove no interference signal combinations are possible. Stray radiation shall be measured adjacent to any proposed aeronautical navigation radio sites to prove no interference to airborne navigational reception in the normal flight patterns. FCC rules and regulations shall govern.

(g) A company shall maintain equipment capable of providing standby power for head end, transportation and trunk amplifiers for a minimum of two hours or equivalent standby power to maintain an acceptable signal.

(3) In all areas of the city where the cables, wires and other like facilities of public utilities are placed underground, a company shall place its cables, wires or other like facilities underground. When public utilities relocate their facilities from pole to underground, a company must concurrently do so.

9-526. Use of streets.

(1) A company's system, poles, wires and appurtenances shall be located, erected and maintained so that none of its facilities shall endanger or interfere with the lives of persons or interfere with the rights or reasonable convenience of property owners who adjoin any of the streets, or interfere with any improvements the city may deem proper to make, or unnecessarily hinder or obstruct the free use of the streets.

(2) In case of any disturbance of any street, pavement, sidewalk, driveway or other surfacing, grass or landscaping, a company shall, at its own cost and expense and in a manner approved by the city, replace and restore such places so disturbed, in as good condition as before the work was commenced and in accordance with standards for such work set by the city.

(3) Erection, removal and common uses of poles:

(a) No poles or other wire-holding structures shall be erected by a company without prior approval of the city with regard to location, height, types and any other pertinent aspect. However, no location of any pole or wire-holding structure of a company shall be a vested interest and such poles or structures shall be removed or modified by a company at its own expense whenever the city determines that the public convenience would be enhanced thereby.

(b) Where poles or other wire-holding structures already existing for use in serving the city are available for use by a company, but it does not make arrangements for such use, the city may require a company to use such poles and structures if it determines that the public convenience would be enhanced thereby and the terms of the use available to a company are just and reasonable.

(c) Where the city or a public utility serving the city desires to make use of the poles or other wire-holding structures of a company, but agreement thereof with a company cannot be reached, the city may require a company to permit such use for such consideration and upon such terms as the city shall determine to be just and reasonable, if the city determines that the use would enhance the public convenience and would not unduly interfere with a company's operations.

(d) No aerial cable shall be installed so that it interferes with the view of traffic control devices including traffic signal heads or similar apparatus. If, in the opinion of the city, a cable is installed in such a manner so as to interfere with the unobstructed view of a traffic control device, then in the interest of public safety, the installer shall relocate or adjust the cable immediately upon receipt of notice from the city of such interference at such company's expense.

(4) If, at any time during the period of a franchise, the city shall lawfully elect to alter, or change the grade of any street, a company, upon reasonable notice by the city, shall remove or relocate as necessary its poles, wires, cables, underground conduits, manholes and other fixtures at its own expense. No location of any underground or aboveground facility or structure of any company shall be a vested interest, and such poles or structures shall be removed or modified by a company at its own expense whenever the city determines that the public convenience would be enhanced thereby. Notwithstanding anything to the contrary foregoing in this section, if any utility is compensated for removing or relocating its facilities, then a company shall be similarly compensated.

(5) A company shall, on the request of any person holding a building moving permit issued by the city or another governmental entity, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal, raising or lowering of wires shall be paid by the person requesting the same, and a company shall have the authority to require such payment in advance. A company shall be given not less than 48-hours' advance notice to arrange for such temporary wire changes.

(6) A company shall not remove any tree or trim any portion, either above, at or below ground level, of any tree within any public place without the prior consent of the city. The city shall have the right to do the trimming requested by a company at the cost to a company. Regardless of who performs the work requested by a company, a company shall be responsible, shall defend and hold the city harmless for any and all damages to any tree as a result of trimming or to the land surrounding any tree, whether such tree is trimmed or removed, as well as for any and all injuries to persons.

(7) A company shall comply with T.C.A. §§ 65-31-101—65-31-112 regarding utility location requests. Service interruptions occurring as a result of failure to comply with locator requests shall be cause for a penalty in accordance with section 9-551.

9-527. Operational standards.

(1) A company shall put, keep and maintain all parts of the system in good condition throughout its entire franchise.

(2) Temporary service drops:

(a) A company will put forth every effort to bury temporary drops within ten working days after placement. Any delays for any other reason than listed will be communicated to the city. These delays will be found understandable and within the course of doing business by the city: weather, ground conditions, street bores, system redesign requirements and any other unusual obstacle such as obstructive landscaping that is created by the customer.

(b) The company will provide monthly reports to the city, in care of the Engineering Department, on the number of drops pending.

(3) A company shall render efficient service, make repairs promptly, and interrupt cable service only for good cause and for the shortest time possible. Such interruptions, insofar as possible, shall be preceded by notice and shall occur during periods of minimum system use.

(4) A company shall not allow its cable system or other operations to interfere with television reception of persons not served by a company, nor shall the system interfere with, obstruct or hinder in any manner the operation of the various utilities serving the residents within the confines of the city.

(5) A company shall have knowledgeable, qualified company representatives available to respond to subscriber telephone inquiries Monday through Friday between the hours of 8:00 a.m. and 6:00 p.m., and on Saturday between the hours of 9:00 a.m. and 5:00 p.m.

(6) Under normal operating conditions, telephone answer time, including wait time and the time required to transfer the call, shall not exceed 30 seconds. This standard shall be met no less than 90 percent of the time, as measured on an annual basis.

(7) Under normal operating conditions, the subscriber will receive a busy signal less than three percent of the total time that the office is open for business, as measured on an annual basis.

(8) A customer service center in the city will be open for subscriber transactions Monday through Friday from 8:00 a.m. to 5:00 p.m., unless there is a need to modify those hours to more appropriately fit the needs of the city or the subscribers. A company will seek other locations to arrange for one or more payment agents within the city where subscribers can pay bills.

(9) Under normal operating conditions, each of the following standards will be met no less than 95 percent of the time as measured on an annual basis:

(a) Standard installations will be performed within seven business days after an order has been placed. A standard installation is one that is within 150 feet of the existing cable system.

(b) Excluding those situations which are beyond the control of the cable system, a company will respond to any cable service interruption (area or neighborhood outage affecting two or more customers) promptly and in no event later than 24 hours from the time of initial notification. All other regular service requests will be responded to within 36 hours during the normal workweek for the company. The appointment window alternatives for installations, service calls and other installation activities will be morning, afternoon and all day, during normal business hours for the company. A company will schedule supplemental hours during which appointments can be scheduled based on the needs of the city, the subscribers and other residents in the community. If at any time an installer or technician is running late, an attempt to contact the subscriber will be made and the appointment rescheduled as necessary at a time that is convenient to the subscriber.

(c) A company shall maintain a written log for all cable service interruptions, including trunk and feeder line outages, and the record shall be kept for a period of three years.

(10) Upon interruption of a subscriber's cable service, if notice of such interruption has been provided by such subscriber to the company and the subscriber has requested the credit provided for, the following shall apply:

(a) For service interruptions of over four consecutive hours and up to seven days, a company shall provide a credit of 1/30 of one month's fees for affected services for each 24-hour period service is interrupted for four or more consecutive hours for any single subscriber, with the exception of subscribers disconnected because of nonpayment or excessive signal leakage.

(b) For interruptions of seven days or more in one month, a company shall provide a full month's credit for affected services for all affected subscribers.

(c) Nothing in this subsection (j) limits a company from applying a rebate policy more liberal than the requirements of this subsection.

(11) The company will provide written information in each of the following areas at the time of installation and at any future time upon the request of a subscriber:

(a) Product and services offered;

(b) Prices and service options;

(c) Installation and service policies; and

(d) How to use the cable services.

(12) Bills will be clear, concise and understandable.

(13) Refund checks will be issued promptly, but no later than a subscriber's next billing cycle following the resolution of the request and the return of the equipment by a customer if cable service has been terminated.

(14) Subscribers will be notified a minimum of 30 days in advance of any rate or channel change, provided that the change is within the control of a company.

(15) A company shall maintain and operate its network in accordance with the rules and regulations as are incorporated in this chapter or may be promulgated by the FCC, the United States Congress or the state.

(16) A company shall, throughout the term of its franchise, maintain high quality service.

(17) A company shall, within seven days after receiving a written request from the city, send a written report to the city with respect to any particular subscriber complaint. The report shall provide a full explanation of the investigation, findings and corrective steps taken by a company.

(18) All field employees of a company shall carry identification indicating their employment with a company.

(19) A company, via its computer system, will maintain a service log which will indicate the nature of each subscriber service problem, the remedy to the problem, and the order and resolution time and date for one year.

9-528. Continuity of service mandatory.

(1) It shall be the right of all subscribers to continue receiving service insofar as their financial and other obligations to a company are honored. If a company elects to overbuild, rebuild, modify or sell its system, or the city gives notice of intent to terminate or fails to renew a franchise, such company shall act so as to ensure that all subscribers receive continuous, uninterrupted cable service regardless of the circumstances.

(2) If a new operator acquires a system, a transferring company shall cooperate with the city, and the new franchisee or operator in maintaining continuity of cable service to all subscribers. During such period, a transferring company shall be entitled to the revenues for any period during which it operates the system and shall be entitled to reasonable costs for its services until it no longer operates the system.

(3) If a company fails to operate the system for seven consecutive days without prior approval of the city or without just cause, the city may, at its option, operate the system or designate an operator until such time as such company restores cable service under conditions acceptable to the city or a permanent operator is selected. If the city is required to fulfill this obligation for a company, such company shall reimburse the city for all reasonable costs or damages in excess of revenues from the system received by the city that are the result of such company's failure to perform.

9-529. Complaint procedure†.

(1) The Director of Finance is designated as having primary responsibility for the continuing administration of all franchises and implementation of procedures for the reporting and resolution of complaints.

(2) During the term of all franchises, and any renewal thereof, a company shall maintain a customer service center in the city for the purpose of receiving and resolving all complaints regarding the quality of service, equipment malfunctions and similar matters. A company shall provide subscribers with a local, toll-free telephone number to receive complaints regarding the quality of service, equipment malfunctions and similar matters.

(3) As subscribers are connected or reconnected to the system, the company shall, by appropriate means, such as a card or brochure, furnish information concerning the procedures for making inquiries or complaints, including the name, address and local telephone number of the employee or employees or agent to whom such inquiries or

complaints are to be addressed, and furnish information concerning the city office responsible for administration of all franchises with the address and telephone number of the office.

(4) When there have been similar complaints made or where there exists other evidence which, in the judgment of the city, casts doubt on the reliability or quality of cable service furnished by a company, the city shall have the right and authority to require such company to test, analyze and report on the performance of its system. A company shall fully cooperate with the city in performing such testing and shall prepare results and a report, if requested, within 30 days after notice. Such report shall include the following information:

    (a) The nature of the complaints or problems which precipitated the special tests.

    (b) What system component was tested.

    (c) The equipment used and procedures employed in testing.

    (d) The method, if any, in which such complaints or problems was resolved.

    (e) Any other information pertinent to the tests and analysis which may be required.

(5) The city may require that tests be supervised, at a company's expense, by a licensed professional engineer not on the permanent staff of such company (outside engineer). The outside engineer shall sign all records of special tests and forward to the city such records with a report interpreting the results of the tests and recommending actions to be taken. Notwithstanding the foregoing, if the outside engineer concludes in his report that the cable system provided by such company meets the FCC technical standards or that the cause of the problem to the cable system is not the fault of the company, then the expense of the outside engineer shall be borne by the city.

(6) The city's right under this section shall be limited to requiring tests, analysis and reports covering specific subjects and characteristics based on complaints or other evidence when and under such circumstances as the city has reasonable grounds to believe that the complaints or other evidence require that tests be performed to protect the public against substandard cable service.

†Complaint procedure for state-issued franchises is set forth at T.C.A. § 7-59-308.

9-530. Company rules and regulations.

A company shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable such company to exercise its rights and perform its obligations under its franchise and to ensure uninterrupted service to each and all of its subscribers; provided, however, that such rules, regulations, terms and conditions shall not be in conflict with the provisions of this chapter or applicable state and federal laws, rules and regulations.

9-531. Franchise fee.

(1) For the reason that the streets of the city to be used by a company in the operation of its system within the boundaries of the city are valuable public properties acquired and maintained by the city at great expense to its taxpayers, and that the grant, whether by the

city or the state, to a company to use the streets for the purpose of furnishing cable service is a valuable property right without which a company would be required to invest substantial capital in right-of-way costs and acquisitions, a company shall pay to the city an amount equal to five percent of the company's gross revenue (the franchise fee).

(2) Such payment of a franchise fee shall be in addition to any other tax or payment owed to the city by a company.

(3) The franchise fee and any other costs or penalties assessed shall be payable on a quarterly basis to the city, and a company shall pay the same and file a complete and accurate verified statement of all gross revenue within 45 days after each calendar quarter.

(4) The city shall have the right to inspect a company's income records and the right to audit and to recompute any amounts determined to be payable under this chapter; provided, however, that such audit shall take place within 36 months following the close of each of a company's fiscal years. Any additional amount due to the city as a result of the audit (together with the cost of the audit unless the shortage is of a de minimus amount) shall be paid within 30 days following written notice to a company by the city, which notice shall include a copy of the audit report. Notwithstanding the foregoing, an amount shall be deemed de minimus if such amount is equal to one percent or less of the amount paid by a company during the audited period.

(5) If any franchise fee or recomputed amount, cost or penalty is not made on or before the applicable dates heretofore specified, interest shall be charged daily from such date at the then legal maximum rate in the state, and a company shall reimburse the city for any additional expenses and costs incurred by the city by reason of the delinquent payments.

(6) The franchise fee does not include any tax, fee or assessment of general applicability.

9-532. Capital contribution.

As outlined in section 9-538 for franchises granted by the city or as outlined at T.C.A. § 7-59-309 for franchises granted by the state, any company granted a franchise, permit, license or other authorization to provide cable service is to provide access to certain channel capacity for public, educational or governmental use, and to assist in the providing of such access, provide funds to cover those capital costs incurred in providing such access. If more than one company or entity is granted a franchise, permit, license or other authorization to provide cable service, each company or entity is to share in the capital contribution necessary to provide such access, from and after the granting of such authorization, on a basis which shall be equitable to both the entity and the city. The terms of such sharing shall be contained in the franchise or other agreements executed between the city and such company or other entity.

9-533. Transfer of ownership or control.

(1) A franchise shall not be sold, assigned or transferred (including through inheritance), either in whole or in part, nor shall title thereto, either legal or equitable, or any right or interest therein, pass to or vest in any person or entity without full compliance with the procedure set forth in this section.

(2) The provisions of this section shall apply to the sale or transfer of all or a majority of a company's assets or shares of stock, and to a merger (including any parent and its subsidiary corporation), consolidation, creation of a subsidiary corporation of the parent company, or sale or transfer of stock in a company so as to create a new controlling interest. The term "controlling interest" as used in this section is not limited to majority stock ownership but includes actual working control in whatever manner exercised, including the creation or transfer of decision-making authority to a new or different board of directors.

   (a) The parties to the sale or transfer shall make a written request to the city for its approval of a sale or transfer. The written request shall be accompanied by all information required by FCC rules and shall be presented on a form as prescribed by FCC rules. Thereafter, the city shall have 120 days to act on the request or it shall be deemed granted subject to the provisions following. If the city finds that the application is not complete, as required by FCC rules, it shall notify the parties within 60 days of the initial filing. Such notice shall stay the running of the 120 days until such time as the parties file a complete application in accordance with FCC rules. If the city does not so notify the parties within the 60 days following the filing of an application, the application shall be deemed complete and the 120 days shall run from the date such application was filed. The city may request such additional information as it might reasonably determine to be necessary to act on the request. Such request shall not, however, extend the 120-day period unless mutually agreed to by all parties or such extension is expressly permitted by the FCC rules.

   (b) The city shall signify in writing, within the time described in subsection (b)(1) of this section, its approval of the request or its determination that a public hearing is necessary due to potential adverse effect on a company's subscribers.

   (c) If a public hearing is deemed necessary pursuant to subsection (b)(2) of this section, such hearing shall be commenced within 30 days of such determination and notice of any such hearing shall be given 14 days prior to the hearing by publishing notice, as defined in section 9-522. The notice shall contain the date, time and place of the hearing and shall briefly state the substance of the action to be considered by the city.

   (d) Within 30 days after the closing of the public hearing, the city shall approve or deny in writing the sale or transfer request.

   (e) Within 30 days of any transfer, a company shall file with the city a copy of the deed, agreement, mortgage, lease or other written instrument evidencing such sale, transfer of ownership or control or lease, certified and sworn to as correct by such company.

(3) In reviewing a request for sale or transfer pursuant to subsection (2)(a) of this section, the city may inquire into the legal, technical and financial qualifications of the prospective controlling party, and a company shall assist the city in so inquiring. The city may condition such transfer upon such terms and conditions as it deems reasonably appropriate to satisfy such qualifications; provided, however, that the city shall not unreasonably withhold its approval. As a condition of approval of a transfer or assignment of ownership or control,

the city may require that the transferee become a signatory to the franchise agreement entered into by the city and the predecessor of the transferee.

(4) A company shall notify the city in writing of any change in administrative officials regarding its cable system within 14 days of the change.

(5) Notwithstanding anything to the contrary in this chapter or a company's franchise, no prior consent by the city shall be required for any transfer or assignment to any entity controlling, controlled by, or under the same common control of the transferring company. However, in such a transfer or assignment, the transferring company shall remain liable for all financial obligations as required pursuant to its franchise and this chapter, unless otherwise agreed to by the city. Such agreement to release the transferring company shall not be withheld unreasonably and shall further be provided in all transfers or assignments where the transferee company has a net worth of not less than $25,000,000.00 as reflected by its most current audited financial statement.

9-534. Availability of books and records.

(1) A company shall fully cooperate in making available at reasonable times, and the city shall have the right as it pertains to the enforcement of a franchise to inspect, the books, records, maps, plans and other like materials of a company applicable to a cable system, at any time during normal business hours. Where volume and convenience necessitate, a company may require inspection to take place on such company's premises.

(2) The following records and/or reports are to be made available to the city upon request:

(a) There shall be a monthly review and resolution or progress report submitted by a company to the city;

(b) Periodic preventive maintenance reports;

(c) Any copies of FCC Form 395-A (or successor form) or any supplemental forms related to equal opportunity or fair contracting policies;

(d) Reports filed with the FCC, SEC or any other federal or state agency that has a potential impact on the administration of a franchise;

(e) Subscriber inquiry/complaint resolution data and related documentation;

(f) Periodic construction update reports including, where appropriate, the submission of as-built maps.

9-535. Other petitions and applications.

Copies of all petitions, applications, communications and reports submitted by a company to the FCC, Securities and Exchange Commission, or any other federal or state regulatory commission or agency having jurisdiction in respect to any matters affecting cable television operations authorized pursuant to its franchise, shall be provided to the city when requested by the city.

9-536. Fiscal reports.

(1) A company shall file annually with the city, no later than 120 days after the end of the company's fiscal year, a copy of a gross revenue report applicable to the cable system and its operations during the preceding 12-month period. Such report shall deal exclusively with the services rendered by the company under the franchise and shall be certified as correct by an authorized officer of such company.

(2) A company shall file annually with the city, no later than 120 days after the end of the company's fiscal year, a copy of financial statements, certified by a certified public accountant, of the income, expenses and financial standing of such company.

9-537. Removal of cable system.

At the expiration of the term for which a franchise is granted, whether by the city or the state, and any denial of a renewal proposal or upon its termination as provided in this chapter, a company shall forthwith, if required by the city but not otherwise, remove at its own expense all designated portions of the cable system from all streets and public property within the city. If the company fails to do so, the city may perform the work at such company's expense or elect to leave the same in place. A bond shall be furnished by the company in an amount sufficient to cover this expense.

9-538. Required services and facilities.

(1) A cable system of a company granted a franchise hereunder shall have a minimum system capacity of at least 550 MHz or 77 full video channel equivalent and a minimum capacity no less than any other cable system franchise then held by such company or by any entity controlling it, controlled by it, or under the same common control as such company for any municipality within the county, or any unincorporated area of the county. Such system shall maintain a plant having the technical capacity for two-way communications.

(2) A company or other entity granted a franchise, permit, license or other authorization to provide cable service shall maintain the following:

- (a) At least one specially designated, noncommercial public access channel available on a first-come, nondiscriminatory basis;
- (b) At least one specially designated channel for educational access;
- (c) At least one specially designated channel for local governmental uses; and
- (d) Leased access made available in accordance with federal law. These uses may be combined on one or more channels until such time as additional channels become necessary in the opinion of the board of mayor and aldermen on the advice of the cable commission of the city or its successor.

(3) A company awarded a franchise shall maintain an institutional network (I-Net) of cable, optical, electrical or electronic equipment, including cable television systems, used for the purpose of transmitting cable signals interconnecting designated buildings or places to be determined by the city and incorporated into a franchise.

(4) A company or other provider of cable service shall incorporate into its cable system the capacity which will permit the city, in times of emergency, to override, by remote control, the audio of all channels which a company or other provider of cable service may lawfully override simultaneously. The city shall designate a channel used by the PEG facility for emergency broadcasts of both audio and video. A company shall cooperate with the city in the use and operation of the emergency alert override system.

(5) A company and any other providers of cable service may be required to interconnect its system with other systems. Such interconnection shall be made within the time limit established by the city. Upon receiving the directive of the city to interconnect, a company shall immediately initiate negotiations with the other affected systems in order that all costs may be shared equally among cable companies for both construction and operation of the interconnection link. A company or other provider of cable service may be granted reasonable extensions of time to interconnect or the city may rescind its order to interconnect upon petition by a company or other provider of cable service to the city. The city shall grant the request if it finds that a company or other provider of cable service has negotiated in good faith and has failed to obtain an approval from the operator or franchising authority of a system to be interconnected, or the cost of the interconnection would cause an unreasonable or unacceptable increase in subscriber rates. A company or other provider of cable service shall cooperate with any interconnection corporation, regional interconnection authority or city, county, state and federal regulatory agency which may be hereafter established for the purpose of regulating, financing or otherwise providing for the interconnection of cable systems beyond the boundaries of the city.

  (a) Initial technical requirements to ensure future interconnection capability are as follows:

    i. All companies or entities receiving franchises, licenses, permits, or other authorization to operate within the city shall use the standard frequency allocations for television signals.

    ii. All companies or other entities are required to use in the cable systems signal processors at the head end for each television signal.

    iii. The city also urges a company or other provider of cable service to provide local origination equipment that is compatible throughout the area so that video cassettes or videotapes can be shared by various systems.

9-539. Rules and regulations.

(1) In addition to the inherent powers of the city to regulate and control a company, and those powers expressly reserved by the city or agreed to and provided for in this chapter, the right and power is hereby reserved by the city to promulgate such additional regulations as it shall find necessary in the exercise of its lawful powers and furtherance of the terms and conditions of this franchise; provided, however, that such rules, regulations, terms and conditions shall not be in conflict with the provisions of this chapter or applicable state and federal laws, rules and regulations or change a company's obligations or rights under this chapter.

(2) The city may also adopt such regulations as requested by a company upon application.

9-540. Performance evaluation sessions.

(1) The city and a company shall hold scheduled performance evaluation sessions every third year within 30 days of the anniversary date of a company's award or renewal of its franchise and as may be required by federal and state law. Notice, as defined in section 9-522, shall be provided for all such evaluation sessions, which shall be open to the public.

(2) Special evaluation sessions may be held at any time during the term of the franchise at the request of the city or a company.

(3) Topics which may be discussed at any scheduled or special evaluation session may include, but shall not be limited to, service rate structures, franchise fee, penalties, free or discounted services, application of new technologies, system performance, services provided, programming offered, customer complaints, privacy, amendments to this chapter, judicial and FCC rulings, construction policies, and company or city rules.

(4) Members of the general public may add topics either by working through the negotiating parties or by presenting a petition. If such a petition bears the valid signatures of 50 or more residents of the city, the proposed topic or topics shall be added to the list of topics to be discussed at the evaluation session.

9-541. Rate change procedures.

The city may regulate basic service rates charged by a company as allowed pursuant to the Cable Television Consumer Protection and Competition Act of 1992 or any other law or regulation. Should federal or state law permit further rate regulation beyond the basic service, the city may assume such rate regulation immediately and adopt appropriate procedures for such regulation.

9-542. Forfeiture and termination.

(1) In addition to all other rights and powers retained by the city under this chapter or otherwise, the city reserves the right to forfeit and terminate a franchise and all rights and privileges of a company thereunder in the event of a substantial breach of its terms and conditions. A substantial breach by the company shall include, but shall not be limited to, the following:

   (a) Violation of any material provision of the franchise or any material violation of any rule, order, regulation or determination of the city made pursuant to the franchise;

   (b) Attempt to evade any material provision of the franchise or practice any fraud or deceit upon the city or its subscribers;

   (c) Failure to begin or complete system construction as provided under section 9-524 or in a company's franchise;

   (d) Failure to restore service after 96 consecutive hours of interrupted service, except when approval of such interruption is obtained from the city; or

   (e) Material misrepresentation of fact in a proposal for or negotiation of a franchise.

(2) The provisions of subsection (a) of this section shall not constitute a major breach if the violation occurs but is without fault of a company or occurs as a result of a force majeure. A company shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its directors, officers or employees.

(3) The city may make a written demand that a company comply with any provision, rule, order or determination under or pursuant to this chapter. If the violation by a company continues for a period of 30 days following such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, the city may set a public hearing to decide the issue of termination of its franchise. The city shall cause to be served upon a company, at least 20 days prior to the date of such hearing, a written notice of intent to request such termination, and establish the time and place of the hearing. Public notice as defined in section 9-522 shall be given of the hearing and the issues which will be addressed at the hearing.

(4) The city shall hear and consider the issues and shall hear any person interested therein and shall determine in its discretion whether or not any violation by a company has occurred.

(5) If the city shall determine that a violation by a company was the fault of such company and within its control, the city may, by resolution by its board of mayor and aldermen, declare that the franchise of such company shall be forfeited and terminated unless there is compliance within such period as the board may fix. Such period shall not be less than 60 days, provided that no opportunity for compliance need be granted for fraud or misrepresentation.

(6) The issue of forfeiture and termination shall be placed upon the agenda of the board of mayor and aldermen at the expiration of the time set by it for compliance. The city then may terminate the franchise forthwith upon finding that a company has failed to achieve compliance or may further extend the period, in its discretion.

9-543. Foreclosure.

Upon the foreclosure or other judicial sale of all or a substantial part of the system, a company shall notify the city of such fact, and such notification shall be treated as a notification that a change in control of such company has taken place, and the provisions of its franchise governing the consent of the city to such change in control of the company shall apply.

9-544. Approval of transfer and right of acquisition by the city.

(1) At the expiration of a franchise, if it is not renewed, the city may, in lawful manner and upon payment of fair market value, determined on the basis of the system valued as a going concern exclusive of any value attributable to the franchise itself, lawfully obtain, purchase, condemn, acquire, take over and hold the system.

(2) Upon the revocation of a franchise, the city may in lawful manner and upon the payment of an equitable price lawfully obtain, purchase, condemn, acquire, take over and hold the system.

9-545 Receivership.

The city shall have the right to cancel a franchise 120 days after the appointment of a receiver or trustee for a company to take over and conduct the business of the company, whether in receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of 120 days, or unless:

(1) Within 120 days after his election or appointment, such receiver or trustee shall have fully complied with all the provisions of this chapter and a franchise issued pursuant hereto and remedied all defaults thereunder; and

(2) Such receiver or trustee, within the 120 days, shall have executed an agreement, duly approved by the court having jurisdiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this chapter and the franchise granted to a company.

9-546. Compliance with state and federal laws.

(1) Notwithstanding any other provisions of this chapter to the contrary, a company shall at all times comply with all laws and regulations of the state and federal government or any administrative agencies thereof; provided, however, that if any such state or federal law or regulation shall require a company to perform any service, or shall permit a company to perform any service, or shall prohibit a company from performing any service, in conflict with the terms of this chapter or of any law or regulation of the city, then as soon as possible following knowledge thereof, a company shall notify the city of the point of conflict believed to exist between such regulation or law and the ordinances or regulations of the city or its franchise.

(2) If the city determines that a material provision of this chapter is affected by any subsequent action of the state or federal government, the city and a company shall have the right to negotiate a modification to any of the provisions of this chapter to such reasonable extent as may be necessary to carry out the full intent and purpose of this chapter and any franchise.

9-547. Landlord/tenant.

(1) Neither the owner of any multiple unit residential dwelling, nor his agent or representative, shall interfere with the right of any tenant or lawful resident thereof to receive cable service, cable installation or maintenance from a company.

(2) Neither the owner of any multiple unit residential dwelling, nor his agent or representative, shall ask, demand or receive any payment, service or gratuity in any form as a condition for permitting or cooperating with the installation of a cable service to the dwelling unit occupied by a tenant or resident requesting service.

(3) Neither the owner of any multiple unit residential dwelling, nor his agent or representative, shall penalize, charge or surcharge a tenant or resident or forfeit or threaten to forfeit any

right of such tenant or resident, or discriminate in any way against such tenant or resident who requests or receives cable service from a company.

(4) No person shall resell, without the expressed written consent of both a company and the city, any cable service, program or signal transmitted by a cable company.

(5) Nothing in this chapter shall prohibit a person from requiring that the cable system conform to laws and regulations and reasonable conditions necessary to protect safety, function, appearance and value of premises or the convenience and safety of persons or property.

(6) Nothing in this chapter shall prohibit a person from requiring a company to agree to indemnify the owner, or his agents or representatives, for damages or from liability for damages caused by the installation, operation, maintenance or removal of cable communication facilities.

9-548. Initial application.

(1) All initial applications received by the city from any applicants for a franchise to be granted to provide cable service will become the property of the city.

(2) The city reserves the right to reject any and all initial applications and waive informalities and/or technicalities where the best interest of the city may be served.

(3) Before submitting an initial application, each and every applicant must:

(a) Examine this chapter and any required application documents thoroughly;

(b) Familiarize itself with local conditions that may in any manner affect its performance under a franchise;

(c) Familiarize itself with federal, state and local laws, ordinances, rules and regulations affecting its performance under a franchise; and

(d) Carefully correlate its observations with the requirements of this chapter and any and all application documents.

(4) The city may make such investigations as it deems necessary to determine the ability of the applicant to provide cable service and to fully perform under a franchise, and the applicant shall furnish to the city all such information and data for this purpose as the city may request. The city reserves the right to reject any initial application if the evidence submitted by, or investigation of, such applicant fails to satisfy the city that such applicant is properly qualified to carry out the obligations of this chapter or a franchise or if the plans of the applicant for construction of this cable system and/or its operation fail to satisfy the city that it is in the best interests of its citizens to grant a franchise to the applicant.

9-549. Financial, contractual, shareholder and system disclosure in initial application.

(1) No franchise will be granted pursuant to an initial application unless all requirements and demands of the city regarding financial, contractual, shareholder and system disclosure have been met.

(2) Applicants, including all shareholders and parties with an interest equal to or greater than ten percent of the shares of stock of an applicant, shall fully disclose all agreements and undertakings, whether written or oral, or implied with any person, firm, group, association or corporation with respect to a franchise and the proposed cable system. This section shall include, but not be limited to, any agreements between local applicants and national companies.

(3) Applicants, including all shareholders and parties with an interest equal to or greater than ten percent of the shares of stock of an applicant, shall submit all requested information as provided by the terms of this chapter. The requested information must be complete and verified as true by the applicant.

(4) Applicants, including all shareholders and parties with an interest equal to or greater than ten percent of the shares of stock of an applicant, shall disclose the numbers of shares of stock, and the holders thereof, and shall include the amount of consideration for each share of stock and the nature of the consideration.

(5) Applicants, including all shareholders and parties with an interest equal to or greater than ten percent of the shares of stock of an applicant, shall disclose any information required by the city regarding other cable systems in which they hold an interest of any nature including, but not limited to, the following:

   (a) Locations of all other franchises and the dates of award for each location;

   (b) Estimated construction costs and estimated completion dates for each cable system;

   (c) Estimated number of miles of construction and number of miles completed in each cable system as of the date of any initial application; and

   (d) Date for completion of construction as promised in any initial application for each system.

(6) Applicants, including all shareholders and parties with an interest equal to or greater than ten percent of the shares of stock of an applicant, shall disclose any information required by the city regarding pending applications for other cable systems including, but not limited to, the following:

   (a) Location of other franchise applications and date of any application;

   (b) Estimated dates of franchise awards;

   (c) Estimated number of miles of construction; and

   (d) Estimated construction costs.

9-550. Theft of services and tampering.

(1) No person, whether or not a subscriber to the cable system, may intentionally or knowingly damage or cause to be damaged any wire, cable, conduit, equipment or apparatus of a company, or commit any act with intent to cause such damage, or tap, tamper with or otherwise connect any wire or device to a wire cable, conduit, equipment, apparatus or appurtenances of a company with the intent to obtain a signal or impulse from the cable

system without authorization from or compensation to a company, or to obtain cable service with intent to cheat or defraud a company of any lawful charge to which it is entitled.

(2) Any person convicted of violating any provision of this section is subject to a fine of not more than $50.00 for each offense. Each four-days' violation of this section shall be considered a separate offense.

9-551. Penalties.

Whenever the city finds that a company has allegedly violated one or more terms, conditions or provisions of its franchise or this chapter, a written notice shall be given to such company. The written notice shall describe in reasonable detail the alleged violation so as to afford a company an opportunity to remedy the violation. A company shall have 15 days after receipt of such notice to correct or present a plan of action to correct the violation before the city may resort to the letter of credit or security deposit, as provided for in section 9-517. A company may, within 15 days of receipt of the notice, notify the city that there is a dispute as to whether a violation or failure has, in fact, occurred. If notice of a dispute of a violation is provided, imposition of the penalties outlined in this section will be stayed until resolution of the dispute at a public hearing by the city to address the violation and the dispute. Unless the city directs otherwise, a public hearing will be held within 15 days of the city's receipt of a company's notice of dispute. Notice of the public hearing shall be provided pursuant to section 9-522. The hearing shall be before the Mayor or a person designated by him or her. After resolution of the dispute or if there is no dispute, penalties for violation as set out in this section shall be chargeable to the letter of credit or security deposit, as provided for in section 9-517, as follows, and the city may determine the amount of the fine for other violations which are not specified in a sum not to exceed $50.00 for each violation, with each day constituting a separate violation.

(1) Failure to furnish, maintain or offer all cable services to any potential subscriber within the city upon valid order of the city: $50.00 per violation, with each day that such failure occurs or continues constituting a separate violation.

(2) Failure to obtain or file evidence of required insurance, construction bond, performance bond or other required financial security: $50.00 per violation, with each day such failure occurs or continues constituting a separate violation.

(3) Failure to provide access to data, documents, records or reports to the city as required by this chapter: $50.00 per violation, with each day such failure occurs or continues constituting a separate violation.

(4) Failure to comply with applicable construction, operation or maintenance standards: $50.00 per violation, with each day such failure occurs or continues constituting a separate violation.

(5) Failure to comply with a rate decision or refund order: $50.00 per violation, with each day such failure occurs or continues constituting a separate violation.

(6) For any violations for noncompliance with the customer service standards of sections 9-527 through 9-528, a company shall pay $50.00 per violation, with each day, or part thereof, that such noncompliance continues constituting a separate violation.

(7) Failure to comply with utility locator request in accordance with rules and procedures of the underground utility damage prevention law: $50.00 per violation, with each subscriber service interruption constituting a separate violation.

(8) Any other violations of this chapter or a franchise, but not specifically noted in this section, shall not exceed $50.00 per violation, with each day such violation occurs or continues constituting a separate violation.

(9) The city may impose any or all of the above-enumerated measures against a company, which shall be in addition to any and all other legal or equitable remedies it has under a franchise or under any applicable law.

9-552. Force majeure.

If by reason of a force majeure either party is unable, in whole or in part, to carry out its obligations under this chapter, that party shall not be deemed to, be in violation or default during the continuance of such inability.

9-553. Severability.

If any of the sections of this chapter or any of the provisions, sentences, clauses, phrases, or parts thereof are held unconstitutional or void, the remainder of the chapter shall continue in full force and effect.

Effective Date: BE IT FURTHER ORDAINED that this ordinance shall take effect upon its passage on the third and final reading, the public welfare requiring it.

FIRST READING: August 26, 2025

SECOND READING: September 9, 2025

THIRD READING: September 23, 2025

Harold Brad King, Register to the
Board of Mayor and Aldermen

David Parsons, Mayor

Penny Medlock, City Clerk

Board of Mayor and Aldermen
City Hall Council Chambers
Bartlett, TN 38134

Ordinance 25-05

Meeting: 8/26/2025 6:00 PM
Department: Administration
Category: Ordinance (all ordinances have public hearing on 3rd reading)
Prepared By: Penny Medlock, City Clerk
Initiator:
Sponsors:

Ordinance 25-05, an ordinance to enact the City of Bartlett Telecommunications Ordinance, Title 9, Chapter 8.

WHEREAS, the City desires to provide for the health, safety, and welfare of the citizens and to exercise the authority afforded by Tenn. Code Ann. § 65-21-103 by regulating telecommunications carriers and telecommunications services; providing for the granting of franchises to telecommunications carriers that permit the operation of a telecommunications system within the City for a specified term; and regulating the installation of equipment, property, cables, wires, conduits, ducts, pedestals, antennae, electronics and other appurtenances used or to be used to transmit, receive, distribute, provide or offer telecommunications services within streets and public rights-of-way in the City.

WHEREAS, the City desires to promote competition in telecommunications services and to encourage the provision of advanced and competitive telecommunications services on the widest possible basis to the businesses, institutions, and residents of the City.

WHEREAS, the City desires to conserve the limited physical capacity of the streets and public rights-of-way held in public trust by City and to ensure that the City's current and ongoing costs of granting and regulating private access to and use of the streets and public rights-of-way are fully paid by the persons seeking such access and causing such costs and to secure fair and reasonable compensation to the City and the residents of the City for permitting private use of the streets and public rights-of-way.

WHEREAS, the City desires to ensure that all telecommunications carriers providing telecommunications services within the City comply with the ordinances, rules and regulations of the City.

WHEREAS, the City of Bartlett Board of Mayor and Aldermen desire to enact the Telecommunications Ordinance, Title 9, Chapter 8, by adopting a new chapter 8 as part of Title 9.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, that:

Title 9 shall be amended by adding a new chapter 8, which shall be entitled "Telecommunications Ordinance" and shall provide as follows:

CHAPTER 8

TELECOMMUNICATIONS ORDINANCE

9-801. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning.

(1) *Annual gross revenue* means all revenue, as determined by generally accepted accounting principles, that is received directly or indirectly by a franchisee from the operation of a telecommunication system in the city including, without limitation, all revenue received for the provision of services, installation, reconnection, sale of products, not including customer premises equipment and the imputed value of bartered service and the value of all goods and services received by the telecommunication carrier in exchange for telecommunications service including all payments received for the lease, rental or sale of time, band width or capacity on a telecommunications carriers system; provided, however, that no billings shall be imputed related to any services provided to the city, or for services governed as interstate commerce.

(2) *Excess capacity* means the volume or capacity in any existing or future duct, conduit, manhole, handhold or other utility facility within the public way that is or will be available for use for additional telecommunications facilities.

(3) *Franchise* means the right of a telecommunications carrier to operate a telecommunications system in the city for a limited term and in a manner in agreement with this chapter.

(4) *Franchisee* means a grantee of rights under this chapter by means of an award or franchise or its permitted successor, transferee or an applicant thereof.

(5) *Overhead facilities* means utility poles, utility facilities and telecommunications facilities located above the surface of the ground, including the underground supports and foundations for such facilities.

(6) *Street* means the surface of all rights-of-way and the space, above and below, of any public street, road, highway, freeway, lane, path, public way or place, sidewalk, alley, court, boulevard, parkway, drive or easement now or hereafter held by the city for the purpose of public travel, and shall also mean other easements or rights-of-way as shall be now held or hereafter held by the city which shall, within their proper use and meaning, entitle a telecommunications carrier to the use thereof for the purposes of installing plant facilities and equipment as may be ordinarily necessary and pertinent to a telecommunications system.

(7) *Surplus space* means that portion of the usable space on a utility pole which has the necessary clearance from other pole users to allow its use by a telecommunications carrier for a pole attachment.

(8) *Telecommunications carrier* means every person that directly or indirectly owns, controls, operates or manages telecommunications facilities within the city, used or to be used for the purpose of offering telecommunications service.

(9) *Telecommunications facilities* or *facility* means the plant, equipment and property including, but not limited to, cables, wires, conduits, ducts, pedestals, antennae, electronics and other appurtenances used or to be used to transmit, receive, distribute, provide or offer telecommunications services.

(10) *Telecommunications service* or *service* means the providing or offering for rent, sale or lease, or in exchange for other value received, of the transmittal of voice or data information between or among points by wire, cable, fiber optics, laser, microwave, radio, satellite or similar facilities, with or without benefit of any closed transmission medium.

(11) *Telecommunications system* or *system.* See Telecommunications facilities.

(12) *Underground facilities* means utility and telecommunications facilities located under the surface of the ground, excluding the underground foundations or supports for overhead facilities.

(13) *Usable space* means the total distance between the top of a utility pole and the lowest possible attachment point that provides the minimum allowable vertical clearance.

(14) *Utility easement* means any easement owned by the city and acquired, established, dedicated or devoted for public utility purposes not inconsistent with telecommunications facilities.

(15) *Utility facilities* means the plant, equipment and property including, but not limited to, the poles, pipes, mains, conduits, ducts, cables, wires, plant and equipment located under, on or above the surface of the ground within the streets of the city and used or to be used for the purpose of providing utility or telecommunications services.

9-802. Registration.

All telecommunications carriers who would, by this chapter, require a franchise, shall register with the city pursuant to this chapter on forms to be provided by the Engineering Department, which shall include the following:

(1) The identity and legal status of the registrant, including any affiliates.

(2) The name, address and telephone number of the officer, agent or employee responsible for the accuracy of the registration statement.

(3) A description of registrant's existing or proposed telecommunications facilities within the city.

(4) A description of the telecommunications service that the registrant intends to offer or provide, or is currently offering or providing, to persons, firms, businesses or institutions within the city.

(5) Information sufficient to determine whether the registrant is subject to telecommunications franchising under this chapter.

(6) Information sufficient to determine whether the transmission, origination or receipt of the telecommunications services provided or to be provided by the registrant constitutes an occupation or privilege subject to any municipal telecommunications tax, utility message tax or other occupation tax imposed by the city.

(7) Information sufficient to determine that the applicant has applied for and received any construction permit, operating license or other approvals required by the Tennessee Regulatory Authority and/or the Federal Communications Commission to provide telecommunications services or facilities within the city.

(8) Such other information as the city may reasonably require.

9-803. Fee.

Each application for registration as a telecommunications carrier shall be accompanied by the registration fee in effect at the time of the filing of the application for registration based on the fee schedule adopted by the Board of Mayor and Aldermen. The registration fee may be amended from time to time by the Board of Mayor and Aldermen.

9-804. Purpose.

The purpose of registration under this chapter is to:

(1) Provide the city with accurate and current information concerning the telecommunications carriers who offer or provide telecommunications services within the city or that own or operate telecommunication facilities within the city.

(2) Assist the city in enforcement of this chapter.

(3) Assist the city in the collection and enforcement of any municipal taxes, franchise fees or charges that may be due the city.

(4) Assist the city in monitoring compliance with local, state and federal laws.

9-805. Telecommunications franchise.

Any telecommunications carrier who desires to continue or begin to operate, use, maintain lease or otherwise locate or continue to locate telecommunications facilities in, under, over or across any street of the city for the providing of a telecommunications service to persons or areas in the city or leasing such telecommunication facilities, shall obtain a franchise from the city pursuant to this chapter.

9-806. Franchise application.

Any person that desires a telecommunications franchise pursuant to this chapter shall file an application with the Engineering Department which shall include the following information:

(1) The identity of the applicant, including all affiliates of the applicant.

(2) A description of the telecommunications services that are or will be offered or provided by the applicant over its existing or proposed facilities.

(3) A description of the transmission medium that will be used by the applicant to offer or provide such telecommunications services.

(4) Preliminary engineering plans, specifications and a network map of the facilities to be located within the city, all in sufficient detail to identify:

   (a) The location and route requested for the applicant's proposed telecommunications facilities.

   (b) The location of all overhead and underground public utility, telecommunication, cable, water, sewer drainage and other facilities in the public way along the proposed route.

   (c) The locations, if any, for interconnection with the telecommunications facilities of other telecommunications carriers.

   (d) The specific trees, structures, improvements, facilities and obstructions, if any, that the applicant proposes to temporarily or permanently remove or relocate.

(5) If the applicant is proposing to install overhead facilities, the following conditions must be met prior to the issuance of a construction permit:

   (a) The applicant must provide evidence, certified by the utility pole provider, that surplus space is available for locating its telecommunications facilities on existing utility poles along the proposed route; and

   (b) The applicant must obtain and submit to the City written permission from the utility pole provider authorizing use of such poles.

(6) If the applicant is proposing an underground installation in existing ducts or conduits within the streets, information in sufficient detail to identify:

   (a) The excess capacity currently available in such ducts or conduits before installation of the applicant's telecommunications facilities; and

   (b) The excess capacity, if any, that will exist in such ducts or conduits after installation of the applicant's telecommunications facilities.

(7) If the applicant is proposing an underground installation within new ducts or conduits to be constructed within the streets:

   (a) The location proposed for the new ducts of conduits; and

   (b) The excess capacity that will exist in such ducts or conduits after installation of the applicant's telecommunications facilities.

(8) A preliminary construction schedule and completion dates.

(9) Financial statements prepared in accordance with generally accepted accounting principles demonstrating the applicant's financial ability to construct, operate, maintain, relocate and remove the facilities.

(10) Information in sufficient detail to establish the applicant's technical qualifications, experience and expertise regarding the telecommunications facilities and services described in the application.

(11) Information to establish that the applicant has obtained all other governmental approvals and permits to construct and operate the facilities and to offer or provide telecommunications services.

(12) Whether the applicant intends to provide telecommunications services or other video programming service and sufficient information to determine whether such service is subject to telecommunications franchising.

(13) An accurate map showing the location of any existing telecommunications facilities in the city that the applicant intends to use or lease.

(14) A description of the services or facilities that the applicant will offer or make available to the city and other public, educational and governmental institutions.

(15) A description of the applicant's access and line extension policies.

(16) The areas of the city the applicant desires to serve and a schedule for build-out to the entire franchise area.

(17) All fees, deposits or charges required pursuant to this chapter.

(18) Such other and further information as may be requested by the city.

9-807. Determination by the city.

Within 150 days after receiving a complete application under section 9-806, the city shall issue a written determination granting or denying the application, in whole or in part, applying the following standards. If the application is denied, the written determination shall include the reasons for denial. Reasons for denial will include all those allowed under applicable law, which may include, but are not limited to:

(1) The financial and technical ability of the applicant.

(2) The legal ability of the applicant.

(3) The capacity of the streets to accommodate the applicant's proposed facilities.

(4) The capacity of the streets to accommodate additional utility and telecommunications facilities if the franchise is granted.

(5) The damage or disruption, if any, of public or private facilities, improvements, services, travel or landscaping if the franchise is granted.

(6) The public interest in minimizing the cost and disruption of construction within the streets.

(7) The service that the applicant will provide to the community and region.

(8) The effect, if any, on public health, safety and welfare if the franchise requested is granted.

(9) The availability of alternate routes and/or locations for the proposed facilities.

(10) Applicable federal and state telecommunications laws, regulations and policies.

(11) Such other factors as may demonstrate that the franchise or the proposed use of the streets will not serve the community interest.

9-808. Agreement.

No franchise shall be granted unless the applicant and the city have executed a written agreement setting forth the particular terms and provisions under which the franchise to occupy and use the streets will be granted.

9-809. Nonexclusive grant.

No franchise granted under this chapter shall confer any exclusive right, privilege, or franchise to occupy or use the streets of the city for delivery of telecommunications services or any other purposes.

9-810. Term of grant.

Unless otherwise specified in a franchise agreement, a telecommunications franchise granted under this chapter shall be valid for a term of ten years.

9-811. Rights granted.

No franchise granted under this chapter shall convey any right, title or interest in the streets, but shall be deemed a grant only to use and occupy the streets for the limited purposes and term stated in the franchise agreement.

Further, no franchise shall be construed as any warranty of ordinance.

9-812. Franchise territory.

A telecommunications franchise granted under this chapter shall be limited to the specific geographic area of the city to be served by the franchisee and the specific streets necessary to serve such areas.

9-813. Nondiscrimination.

A franchisee shall make its telecommunications services available to any customer within its franchise area who shall request such service, without discrimination as to the terms, conditions, rates or charges for franchisee's services and in accordance with applicable law; provided, however, that nothing in this chapter shall prohibit a franchisee from making any reasonable classifications among differently situated customers.

9-814. Service to the city.

A franchisee shall make its telecommunications services available to the city at its most favorable rate for similarly situated users, unless otherwise directed by a state or federal regulatory agency having jurisdiction over telecommunication rates.

9-815. Amendment of franchise.

(1) A new franchise application shall be required of any telecommunications carrier that desires to extend its franchise territory or to locate its telecommunications facilities in streets of the city which are not included in a franchise previously granted under this chapter.

(2) If ordered by the city to locate or relocate its telecommunications facilities in streets not included in a previously granted franchise under this chapter, the city shall grant a franchise amendment without further application.

9-816. Renewal applications.

A franchisee that desires to renew its franchise under this chapter shall, not more than 240 days, nor less than 150 days before expiration of the current franchise, file an application with the city for renewal of its franchise which shall include the following information:

(1) The information required pursuant to section 9-806.

(2) Any information required pursuant to the franchise agreement between the city and the franchisee.

9-817. Renewal determinations.

Within 150 days after receiving a complete renewal application under section 9-816, the city shall issue a written determination granting or denying the renewal application, in whole or in part, applying the following standards. If the renewal application is denied, the written determination shall include the reasons for nonrenewal. Reasons for nonrenewal will include all those allowed under applicable law, but are not limited to:

(1) The financial and technical ability of the applicant.

(2) The legal ability of the applicant.

(3) The continuing capacity of the streets to accommodate the applicant's existing facilities.

(4) The applicant's compliance with the requirements of this chapter and the franchise agreement.

(5) Applicable federal, state and local telecommunications laws, rules and policies.

(6) Such other factors as may demonstrate that the continued grant to use the streets will not serve the community interest.

9-818. Obligation to cure as a condition of renewal.

No franchise shall be renewed until any ongoing violations or defaults in the franchisee's performance of the franchise agreement, or of the requirements of this chapter, have been cured, or a plan detailing the corrective action to be taken by the franchisee has been approved by the city.

9-819. Application and review fee.

(1) Any applicant for a franchise pursuant to this chapter shall pay the application and review fee in effect at the time of the filing of the application. The application and review fee shall be set by the Board of Mayor and Aldermen and may be amended from time to time by the Board of Mayor and Aldermen. Upon the enactment of this chapter, the application and review fee shall be $1,500.00.

(2) The application and review fee shall be deposited with the Finance Department as part of the application filed pursuant to this chapter.

9-820. Other city costs.

All franchisees shall, within 30 days after written demand therefor, reimburse the city for all reasonable direct and indirect costs and expenses incurred by the city in connection with any modification, amendment, renewal or transfer of the franchise or any franchise agreement.

9-821. Construction permit fee.

Prior to issuance of a construction permit, the franchisee shall pay a permit fee based on the linear feet of installation. The rate shall be established annually in the City's fiscal year budget and shall be designed to recover the City's reasonable, actual costs of inspections, survey, and mapping. The fee shall be calculated using the linear footage as certified by the franchisee's engineer and approved by the Engineering Department

9-822. Franchise fees.

(1) Each franchisee shall pay an annual franchise fee to the city for use of the streets and for costs associated with procurement, maintenance and oversight of the streets for the public and other current and future users of the streets. The city expressly reserves the right to review and/or modify any telecommunications franchise agreement every third year of the franchise.

(2) The payment of a franchise fee shall be in addition to any tax or payment owed to the city by a telecommunications carrier.

(3) The franchise fee shall be payable to the city as provided by the franchise agreement between the franchisee and the city. Any other costs or penalties assessed to a telecommunications carrier shall be payable to the city within 30 days after the assessment of such other costs or penalties.

(4) The city shall have the right to inspect a telecommunications carrier's income records and the right to audit and to recompute any amounts determined to be payable under this chapter; provided, however, that such audit shall take place within 36 months following the close of each of a telecommunications carrier's fiscal years. Any additional amount due to the city as a result of the audit (together with the cost of the audit unless the shortage is a de minimus amount) shall be paid within 30 days following written notice to a telecommunications carrier by the city, which notice shall include a copy of the audit report. Notwithstanding the foregoing, an amount shall be deemed de

minimus if such amount is equal to one percent or less of the amount paid by a telecommunications carrier during the audited period.

(5) If any franchise fee or recomputed amount, cost or penalty is not paid on or before the applicable dates heretofore specified, interest shall be charged daily from such date at the then legal maximum rate in the state, and a telecommunications carrier shall reimburse the city for any additional expenses and costs incurred by the city by reason of the delinquent payments.

(6) The franchise fee does not include any tax, fee or assessment of general applicability.

9-823. Regulatory fees and compensation not a tax.

The regulatory fees and costs provided for in this chapter, and any compensation charged and paid for the streets provided for in sections 9-803, 9-819, 9-820, 9-821, and 9-822 are separate from, and additional to, any and all federal, state, local and city taxes as may be levied, imposed or due from a telecommunications carrier, its customers or subscribers, or on account of the lease, sale, delivery or transmission of telecommunications services.

9-824. Location of facilities.

All facilities shall be constructed, installed and located in accordance with the following terms and conditions, unless otherwise specified in a franchise agreement:

(1) A franchisee shall install its telecommunications facilities within an existing underground duct or conduit whenever excess capacity exists.

(2) A franchisee with permission to install overhead facilities, in accordance with section 9-806, may install its telecommunications facilities on pole attachments to existing utility poles only, and then only if surplus space is available. The Engineering Department must review and approve the use of overhead facilities.

(3) Whenever any existing electric utilities, cable system or telecommunications facilities are located underground within a street of the city, a franchisee with permission to occupy the same street must also locate its telecommunications facilities underground.

(4) Whenever any new or existing electric utilities, cable system or telecommunications facilities are located, or relocated, underground within a street of the city, a franchisee that currently occupies the same street shall relocate its facilities underground within a reasonable period of time, which shall not be later than the end of the franchise term. Absent extraordinary circumstances or undue hardship as determined by the Engineering Department, such relocation shall be made concurrently to minimize the disruption of the streets.

(5) Whenever new telecommunications facilities will exhaust the capacity of a street or utility easement to reasonably accommodate future telecommunications carriers or facilities, the franchisee shall provide additional ducts, conduits, manholes and other facilities for nondiscriminatory access to future telecommunications carriers.

9-825. Compliance with joint trenching rules.

All franchisees shall, before commencing any construction in the streets, comply with all regulations of utility joint trenching rules.

9-826. Construction permits required.

All franchisees are required to obtain construction permits for telecommunications facilities as required in this chapter. However, nothing in this chapter shall prohibit the city and a franchisee from agreeing to alternative plan review, permit and construction procedures in a franchise agreement, provided such alternative procedures provide substantially equivalent safeguards for responsible construction practices.

9-827. Interference with the streets.

No franchisee may locate or maintain its telecommunications facilities so as to unreasonably interfere with the use of the streets by the city, by the general public or by other persons authorized to use or be present in or upon the streets. All such facilities shall be moved by the franchisee, temporarily or permanently, as determined by the Engineering Department.

9-828. Damage to property.

No franchisee nor any person acting on a franchisee's behalf shall take any action or permit any action to be done which may impair or damage any city property, streets of the city or other permanent property located in, on or adjacent thereto.

9-829. Notice of work.

Unless otherwise provided in a franchise agreement, no franchisee, nor any person acting on the franchisee's behalf, shall commence any nonemergency work in or about the streets of the city without ten working days' advance notice to the city.

9-830. Repair and emergency work.

In the event of an unscheduled repair or emergency, a franchisee may commence such repair and emergency response work as required under the circumstances, provided that the franchisee shall notify the city as promptly as possible before such repair or emergency work is commenced, or as soon thereafter as possible if advance notice is not practical.

9-831. Maintenance of facilities.

Each franchisee shall maintain its facilities in good and safe condition and in a manner that complies with all applicable federal, state and local requirements.

9-832. Relocation or removal of facilities.

Within 30 days following written notice from the city, a franchisee shall, at its own expense, temporarily or permanently remove, relocate, change or alter the position of any telecommunications facilities within the streets whenever the city shall have determined that such removal, relocation, change or alteration is reasonably necessary for:

(1) The construction, repair, maintenance or installation of any city or other public improvement in or upon the streets.

(2) The operations of the city or other governmental entity in or upon the streets.

9-833. Removal of unauthorized telecommunications facilities.

Within 30 days following written notice from the city, any telecommunications carrier that owns, controls or maintains any unauthorized telecommunications system, telecommunications facility or related appurtenances within the streets of the city shall, at its own expense, remove such telecommunications facilities or appurtenances from the streets of the city. A telecommunications system or facility is unauthorized and subject to removal in the following circumstances:

(1) Upon expiration or termination of the franchisee's telecommunications franchise.

(2) Upon abandonment of a facility within the streets of the city.

(3) If the system or facility was constructed or installed without the prior grant of a telecommunications franchise.

(4) If the system or facility was constructed or installed without the prior issuance of a required construction permit.

(5) If the system or facility was constructed or installed at a location not permitted by the telecommunications franchise.

9-834. Emergency removal or relocation of facilities.

The city retains the right and privilege to cut or move any telecommunications facilities located within the streets of the city as the city may determine to be necessary, appropriate or useful in response to any public health or safety emergency. The city, where feasible, shall attempt to contact franchisee prior to cutting or removing facilities from the streets.

9-835. Damage to franchisee's facilities.

Unless directly and proximately caused by the willful, intentional or malicious acts by the city, the city shall not be liable for any damage to or loss of any telecommunications facility within the streets of the city as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling or work of any kind in the streets by or on behalf of the city.

9-836. Restoration of streets and city property.

(1) When a franchisee, or any person acting on its behalf, does any work in or affecting any streets or city property, it shall, at its own expense, promptly remove any obstructions therefrom and restore such streets or property to as good a condition as existed before the work was undertaken, unless otherwise directed by the city.

(2) If weather or other conditions do not permit the complete restoration required by this section, the franchisee shall temporarily restore the affected ways or property. Such temporary restoration shall be at the franchisee's sole expense, and the franchisee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

(3) A franchisee or other person acting in its behalf shall use suitable barricades, flags, flagmen, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of such work in or affecting such ways or property.

9-837. Facilities maps.

Each franchisee shall provide the city with an accurate map certifying the location of all telecommunications facilities within the streets. Each franchisee shall provide updated maps annually.

9-838. Duty to provide information.

Within ten days of a written request from the city, each franchisee shall furnish the city with information sufficient to demonstrate that:

(1) The franchisee has complied with all requirements of this chapter.

(2) All municipal sales, message and/or telecommunications taxes due the city in connection with the telecommunications services and facilities provided by the franchisee have been properly collected and paid by the franchisee.

(3) All books, records, maps and other documents maintained by the franchisee with respect to its facilities within the streets shall be made available for inspection by the city at reasonable times and intervals.

9-839. Leased capacity.

A franchisee shall have the right, without prior city approval, to offer or provide capacity or bandwidth to other providers of telecommunications services, provided that:

(1) The franchisee shall furnish the city with a copy of any such lease or agreement with such other telecommunication services provider.

(2) The telecommunications services provider to which the franchisee has offered or provided capacity or bandwidth has complied, to the extent applicable, with the requirements of this chapter or other applicable city ordinances.

9-840. Franchisee insurance.

A franchisee shall maintain, and, by its acceptance of a franchise, specifically agrees that it will maintain, throughout the term of its franchise, the following insurance against claims that arise from or in connection with the performance of the franchise by any agents, representatives, employees or subcontractors of the franchisee:

(1) Commercial General Liability (CGL): Coverage on an "occurrence" basis, including the following coverages: premises/operations, products-completed operations, contractual, bodily injury, property damage, personal and advertising injury, and XCU coverage with limits of no less than $3,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required per-occurrence limit.

(2) Business Auto Liability: Must cover any auto including hired and non-owned autos, with limits of no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation Insurance: As required by the State of Tennessee, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Excess or Umbrella Liability: Limit of no less than $5,000,000.

(5) Cyber Liability: Limits of no less than $5,000,000 per occurrence or claim, $10,000,000 aggregate.

(6) Professional Liability – Errors and Omissions: Coverage appropriate to the franchisee's profession, with limits of no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

(7) Self-insured Retention: Must be declared to and approved by the city. The city may require the franchisee to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the city.

(8) If the franchisee maintains broader coverage and/or higher limits than the minimums shown above, the city requires and shall be entitled to the broader coverage and/or the higher limits maintained by the franchisee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the city.

(9) Other Insurance Provisions: Each liability policy shall contain, or shall be endorsed to contain, the following provisions:

(a) The City of Bartlett, its elected officials, appointees, employees, members of boards, agencies or committees are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the franchisee, including materials, parts or equipment furnished in connection with such work or operations.

(b) For any claims related to or arising out of the franchise, the franchisee's performance of the franchise, or any act or omission of the franchisee with respect to the its obligations, undertakings, and responsibilities under this chapter or the franchise agreement, the franchisee's insurance coverage shall be primary and non-contributory as to the City of Bartlett, its elected officials, appointees, employees, members or boards, agencies or committees.

(c) Coverage shall not be canceled or non-renewed except with 90-days' prior written notice, by certified mail, to the City of Bartlett. Within 60 days after receipt by the city of such notice, and in no event later than 30 days prior to such cancellation or non-renewal, the franchisee shall obtain and furnish to the city replacement insurance policies meeting the requirements of this section.

9-841. General indemnification.

Each franchise agreement shall include, to the extent permitted by law, the franchisee's express undertaking to defend, indemnify and hold the city and its elected officials, appointees, employees, board members, committee members, commission members, agents and representatives harmless from and against any and all damages, losses and expenses, including reasonable attorneys' fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, grossly negligent, reckless, careless or wrongful acts, omissions, failures to act or any other misconduct of the franchisee or its affiliates, officers, employees, agents, contractors or subcontractors in the construction, operation, maintenance, repair or removal of its telecommunications facilities and in providing or offering telecommunications services over the facilities or network, whether such acts or omissions are authorized, allowed or prohibited by this chapter or by a franchise agreement made or entered into pursuant to this chapter.

9-842. Performance and construction surety.

Before a franchise granted pursuant to this chapter is effective, and as necessary thereafter, the franchisee shall provide and deposit such monies, bonds, letters of credit or other instruments in a form and substance acceptable to the city as may be required by this chapter or by an applicable franchise agreement.

9-843. Security fund.

(1) Each franchisee shall establish a permanent security fund with the city by depositing the amount of $50,000.00, or such other amount that the city determines is sufficient to secure the full and complete performance of this chapter as set forth in subsection (2), with the city in either cash, an unconditional letter of credit, or other instrument acceptable to the city, which fund shall be maintained at the sole expense of the franchisee for so long as any of the franchisee's telecommunications facilities are located within the streets of the city.

(2) The fund shall serve as security for the full and complete performance of this chapter, including any costs, expenses, damages or loss the city pays or incurs because of any

failure attributable to the franchisee to comply with the codes, ordinances, rules, regulations or permits of the city.

(3) Before any sums are withdrawn from the security fund, the city shall give written notice to the franchisee:

(a) Describing the act, default or failure to be remedied, or the damages, cost or expenses that the city has incurred by reason of the franchisee's act or default.

(b) Providing a reasonable opportunity for the franchisee to first remedy the existing or ongoing act. default or failure, if applicable.

(c) Providing a reasonable opportunity for franchisee to pay any monies due the city before the city withdraws the amount thereof from the security fund, if applicable.

(d) That the franchisee will be given an opportunity to review the act, default or failure described in the notice with the Mayor or his or her designee.

(4) A franchisee shall replenish the security fund within 14 days after written notice from the city that there is a deficiency in the amount of the fund.

9-844. Construction and completion bond.

(1) Unless otherwise provided in a franchise agreement, a performance bond written by a corporate surety acceptable to the city equal to at least 50 percent of the estimated cost of constructing the franchisee's telecommunications facilities within the streets of the city shall be deposited before construction is commenced.

(2) Notwithstanding the provisions of this subsection (1) of this section, if a franchisee makes application to the city to be relieved from furnishing a performance and payment bond relative to construction of a system or improvements thereto, the city may waive the requirement for such bond or reduce the required amount thereof if the city determines that:

(a) Such franchisee has a net worth of not less than $50,000,000.00 as reflected by its most current financial statement; and

(b) The performance of such franchisee of its obligations generally, whether financial or otherwise, has been satisfactory with respect to the city and with respect to other parties with which such company has had obligations of construction or improvements to telecommunications systems.

(3) The construction bond shall remain in force until 60 days after substantial completion of the work, as determined by the Engineering Department, including restoration of streets and other property affected by the construction.

(4) The construction bond shall guarantee, to the satisfaction of the city:

(a) Timely completion of construction;

(b) Construction in compliance with applicable plans, permits, technical codes and standards;

(c) Proper location of the facilities as specified by the city;

(d) Restoration of the streets and other property affected by the construction;

(e) The submission of as-built drawings after completion of the work as required by this chapter; and

(f) Timely payment and satisfaction of all claims, demands or liens for labor, material or services provided in connection with the work.

9-845. Coordination of construction activities.

(1) Any and all franchisees are required to cooperate with the city and with each other.

(2) Each franchisee shall meet with the city, other franchisees and users of the streets annually or periodically, as determined by the city, to schedule and coordinate construction in the streets.

(3) All construction locations, activities and schedules shall be coordinated, as ordered by the Engineering Department, to minimize public inconvenience, disruption or damages.

9-846. Transfer of ownership or control.

(1) A franchise shall not be sold, assigned or transferred (including through inheritance), either in whole or in part, nor shall title thereto, either legal or equitable, or any right or interest therein, pass to or vest in any person or entity without full compliance with the procedure set forth in this section.

(2) The provisions of this section shall apply to the sale or transfer of all or a share of a telecommunications carrier's assets or shares of stock, and to a merger (including any parent and its subsidiary corporation), consolidation, creation of a subsidiary corporation of the parent company, or sale or transfer of stock in a company so as to create a new controlling interest. The term "controlling interest" as used in this section is not limited to majority stock ownership, but includes actual working control in whatever manner exercised, including the creation or transfer of decision-making authority to a new or different board of directors.

(a) The parties to the sale or transfer shall make a written request to the city for its approval of a sale or transfer. The written request shall be accompanied by all information required by FCC rules and shall be presented on a form as prescribed by FCC rules. Thereafter, the city shall have 120 days to act on the request, or it shall be deemed granted subject to the provisions following. If the city finds that the application is not complete, as required by FCC rules, it shall notify the parties within 60 days of the initial filing. Such notice shall stay the running of the 120 days until such time as the parties file a complete application in accordance with FCC rules. If the city does not so notify the parties within the 60 days following the filing of an application, the application shall be deemed complete and the 120 days shall run from the date such application was filed. The city may request such additional information as it might reasonably determine to be necessary to act on the request. Such request shall not, however, extend the 120-day period unless mutually agreed by all parties or such extension is expressly permitted by the FCC rules.

(b) The city shall signify in writing within the time aforesaid its approval of the request or its determination that a public hearing is necessary due to potential adverse effect on a company's subscribers.

(c) If a public hearing is deemed necessary pursuant to subsection (2)(b) of this section, such hearing shall be commenced within 30 days of such determination, and notice of any such hearing shall be given 14 days prior to the hearing by publishing a notice. The notice shall contain the date, time and place of the hearing and shall briefly state the substance of the action to be considered by the city.

(d) Within 30 days after the closing of the public hearing, the city shall approve or deny in writing the sale or transfer request.

(e) Within 30 days of any transfer, a company shall file with the city a copy of the deed, agreement, mortgage, lease or other written instrument evidencing such sale, transfer of ownership or control or lease, certified and sworn to as correct by such company.

(3) In reviewing a request for sale or transfer pursuant to subsection (1) of this section, the city may inquire into the legal, technical and financial qualifications of the prospective controlling party, and a franchisee shall assist the city in so inquiring. The city may condition such transfer upon such terms and conditions as it deems reasonably appropriate to satisfy such qualifications; provided, however, that the city shall not unreasonably withhold its approval. As a condition of approval of a transfer or assignment of ownership or control, the city may require that the transferee become a signatory to the franchise agreement entered into by the city and the predecessor of the transferee.

(4) A franchisee shall notify the city in writing of any change in administrative officials regarding its telecommunications system within 14 days of the change.

(5) Notwithstanding anything to the contrary in this chapter or a franchise agreement, no prior consent by the city shall be required for any transfer or assignment to any entity controlling, controlled by, or under the same common control of the transferring party. However, in such a transfer or assignment, such transferring party shall remain liable for all financial obligations as required pursuant to its franchise and this chapter, unless otherwise agreed to by the city. Such agreement to release the transferring company shall not be unreasonably withheld and shall further be provided in all transfers or assignments where the transferee party has a net worth of not less than $25,000,000.00 as reflected by its most current audited financial statement.

9-847. Transactions affecting control of franchise.

Any transactions which singularly or collectively result in a change of ten percent or more of the ownership or working control of the franchisee, of the ownership or working control of a telecommunications franchise, of the ownership or working control of affiliated entities having ownership or working control of the franchisee or of a telecommunications system or of control of the capacity or bandwidth of franchisee's telecommunication system, facilities or substantial parts thereof, shall be considered an assignment or transfer requiring city approval pursuant to section 9-845.

9-848. Revocation or termination of franchise.

A franchise granted by the city to use or occupy streets of the city may be revoked for the following reasons:

(1) Construction or operation in the city or in the streets of the city without a franchise.

(2) Construction or operation at an unauthorized location.

(3) Unauthorized substantial transfer of control of the franchisee.

(4) Unauthorized assignment of a franchise.

(5) Unauthorized sale, assignment or transfer of franchise or assets, or a substantial interest therein.

(6) Misrepresentation or lack of candor by or on behalf of a franchisee in any application to the city or any other material representation to the city.

(7) Abandonment of telecommunications facilities in the streets.

(8) Failure to relocate or remove facilities as required in this chapter.

(9) Failure to pay taxes, compensation, fees or costs when and as due the city.

(10) Insolvency or bankruptcy of the franchisee.

(11) Violation of a material provision of this chapter.

(12) Violation of the material terms of a franchise agreement.

9-849. Notice and duty to cure.

If the Mayor or his or her designee believes that grounds exist for revocation of a franchise, the Mayor or his or her designee shall give the franchisee written notice of the apparent violation or noncompliance, providing a short and concise statement of the nature and general facts of the violation or noncompliance, and providing the franchisee a reasonable period of time not exceeding 30 days to furnish evidence that:

(1) Corrective action has been, or is being actively and expeditiously pursued, to remedy the violation or noncompliance.

(2) Rebuts the alleged violation or noncompliance.

(3) It would be in the public interest to impose some penalty or sanction less than revocation.

9-850. Hearing.

If a franchisee fails to provide evidence reasonably satisfactory to the Mayor or his or her designee, the Mayor or his or her designee shall refer the apparent violation or noncompliance to the contracts committee. The contracts committee shall provide the franchisee with notice and a reasonable opportunity to be heard concerning the matter.

9-851. Standards for revocation or lesser sanctions.

If persuaded that the franchisee has violated or failed to comply with material provisions of this chapter, or of a franchise, the contracts committee shall determine whether to revoke the franchise, or to establish some lesser sanction and cure, considering the nature, circumstances, extent and gravity of the violation as reflected by one or more of the following factors:

(1) The misconduct was egregious.

(2) Substantial harm resulted.

(3) The violation was intentional.

(4) There is a history of prior violations of the same or other requirements.

(5) There is a history of overall compliance.

(6) The violation was voluntarily disclosed, admitted or cured.

9-852. General.

No person shall commence or continue with the construction, installation or operation of telecommunications facilities within the city except as provided in this chapter.

9-853. Construction codes.

Telecommunications facilities shall be constructed, installed, operated and maintained in accordance with all applicable federal, state and local codes, rules and regulations including the National Electrical Safety Code.

9-854. Requirements for issuance of construction permits.

No person shall construct or install any telecommunications facilities within the city without first obtaining a construction permit therefor, provided, however, that:

(1) No permit shall be issued for the construction or installation of telecommunications facilities within the city unless the telecommunications carrier has filed a registration statement with the city pursuant to this chapter.

(2) No permit shall be issued for the construction or installation of telecommunications facilities in the streets unless the telecommunications carrier has applied for and received a franchise pursuant to this chapter.

(3) No permit shall be issued for the construction or installation of telecommunications facilities without payment of the construction permit fee established in section 9-821.

(4) No permit shall be issued for the construction or installation of telecommunications facilities unless the telecommunications carrier has filed an application for a construction permit that complies with sections 9-855, 9-856, and 9-857 and has provided a construction and completion bond in accordance with section 9-866 and

the Engineering Department has determined that the applications, plans and documents comply with all requirements of this chapter.

9-855. Applications.

Applications for permits to construct telecommunications facilities shall be submitted upon forms to be provided by the city and shall be accompanied by drawings, plans and specifications in sufficient detail to demonstrate:

(1) That the facilities will be constructed in accordance with all applicable codes, rules and regulations.

(2) The location and route of all facilities to be installed on existing utility poles.

(3) The location and route of all facilities to be located under the surface of the ground, including the line and grade proposed for the burial at all points along the route which are within the streets.

(4) The location of all existing underground utilities, conduits, ducts, pipes, mains and installations which are within the streets along the underground route proposed by the applicant.

(5) The location of all other facilities to be constructed within the city, but not within the streets.

(6) The construction methods to be employed for protection of existing structures, fixtures and facilities within or adjacent to the streets.

(7) The location, dimension and types of all trees within or adjacent to the streets along the route proposed by the applicant, together with a landscape plan for protecting, trimming, removing, replacing and restoring any trees or areas to be disturbed during construction.

9-856. Engineer's certification.

All permit applications shall be accompanied by the certification of a registered professional engineer that the drawings, plans and specifications submitted with the application comply with applicable technical codes, rules and regulations.

9-857. Traffic control plan.

All permit applications which involve work on, in, under, across or along any streets shall be accompanied by a traffic control plan demonstrating the protective measures and devices that will be employed, consistent with Uniform Manual of Traffic Control Devices, to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic.

9-858. Issuance of permit.

Within 45 days after submission of all plans and documents required of the applicant and payment of the permit fees required by this chapter, the Engineering Department, if satisfied that the applications, plans and documents comply with all requirements of this chapter, shall issue a permit authorizing construction of the facilities, subject to such further conditions, restrictions or regulations affecting the time, place and manner of performing the work as he or she may deem necessary or appropriate.

9-859. Construction schedule.

The franchisee shall submit a written construction schedule to the Engineering Department ten working days before commencing any work in or about the streets. The franchisee shall further notify the Engineering Department not less than two working days in advance of any excavation or work in the streets.

9-860. Compliance with permit.

All construction practices and activities shall be in accordance with the permit and approved final plans and specifications for the facilities. The Engineering Department shall be provided access to the work and related information to ensure compliance with such requirements.

9-861. Display of permit.

The franchisee shall maintain a copy of the construction permit and approved plans at the construction site, which shall be displayed and made available for inspection by the Engineering Department at all times when construction work is occurring.

9-862. Survey of underground facilities.

If the construction permit specifies the location of facilities by depth, line, grade, proximity to other facilities or other standard, the franchisee shall cause the location of such facilities to be verified by a registered state land surveyor. The franchisee shall relocate any facilities which are not located in compliance with permit requirements.

9-863. Noncomplying work.

Upon order of the Engineering Department, all work which does not comply with the permit, the approved plans and specifications for the work, or the requirements of this chapter, shall be removed.

9-864. Completion of construction.

The franchisee shall promptly complete all construction activities so as to minimize disruption of the streets and other public and private property. All construction work authorized by a permit within the streets, including restoration, must be completed within 120 days of the date of issuance of the permit.

9-865. As-built drawings.

Within 60 days after completion of construction, the franchisee shall furnish the city with two complete sets of plans, drawn to scale and certified to the city as accurately depicting the location of all telecommunications facilities constructed pursuant to the permit.

9-866. Construction surety.

Prior to issuance of a construction permit, the franchisee shall provide a construction and completion bond.

9-867. Exceptions.

Unless otherwise provided in a franchise agreement, all telecommunications carriers are subject to the requirements of this chapter.

9-868. Responsibility of owner.

The owner of the facilities to be constructed and, if different, the franchisee, are responsible for performance of and compliance with all provisions of this chapter.

9-869. Purpose of chapter.

The purpose and intent of this chapter is to:

(1) Establish a local policy concerning telecommunications carriers and services and establish clear local guidelines, standards and time frames for the exercise of local authority with respect to the regulation of telecommunications carriers and services;

(2) Promote competition in telecommunications services;

(3) Minimize unnecessary local regulation of telecommunications carriers and services;

(4) Encourage the provision of advanced and competitive telecommunications services on the widest possible basis to the businesses, institutions and residents of the city;

(5) Permit and manage reasonable access to the streets of the city for telecommunications purposes on a competitively neutral basis;

(6) Conserve the limited physical capacity of the streets held in public trust by the city;

(7) Ensure that the city's current and ongoing costs of granting and regulating private access to and use of the streets are fully paid by the persons seeking such access and causing such costs;

(8) Secure fair and reasonable compensation to the city and the residents of the city for permitting private use of the streets;

(9) Ensure that all telecommunications carriers providing facilities or services within the city comply with the ordinances, rules and regulations of the city; ensure that the city can continue to fairly and responsibly protect the public health, safety and welfare; and

(10) Enable the city to discharge its public trust consistent with rapidly evolving federal and state regulatory policies, industry competition and technological development.

9-870. Penalty for violation of chapter.

Any person found guilty of violating, disobeying, omitting, neglecting or refusing to comply with any of the provisions of this chapter shall be fined not more than $50.00 for each offense. A separate and distinct offense shall be deemed committed each day on which a violation occurs or continues.

9-871. Other remedies.

Nothing in this chapter shall be construed as limiting any judicial remedies that the city may have, at law or in equity, for enforcement of this chapter.

9-872. Rights reserved to the city.

The city hereby expressly reserves the following rights which shall not be deemed to be waived or abrogated by any franchise granted pursuant to this chapter:

(1) Exercise its governmental powers, now or hereafter, to the full extent that such powers may be vested in or granted to the city.

(2) Adopt, in addition to the provisions contained in this chapter and in a franchise, issued by the city or the state, or license and in any existing applicable ordinance, such additional regulations as it shall find necessary in the exercise of its police power.

(3) Amend this chapter or any franchise granted pursuant to this chapter to require reasonable and appropriate modifications in a franchise of a nature that would not result in effectively terminating such franchise.

(4) Renegotiate any franchise granted pursuant to this chapter should substantial sections of this chapter be rendered void by subsequent changes in applicable federal or state laws.

(5) Waive portions of this chapter if the city determines such waiver is in the public interest.

9-873. Severability.

If any of the sections of this chapter or any of the provisions, sentences, clauses, phrases, or parts thereof are held unconstitutional or void, the remainder of the chapter shall continue in full force and effect.

Effective Date: BE IT FURTHER ORDAINED that this ordinance shall take effect upon its passage on the third and final reading, the public welfare requiring it.

FIRST READING: August 26, 2025

SECOND READING: September 9, 2025

THIRD READING: September 23, 2025

______________________________ ______________________________

Harold Brad King, Register to the Board of Mayor and Aldermen

David Parsons, Mayor

____

Penny Medlock, City Clerk

Board of Mayor and Aldermen
September 9, 2025

Item Memo

Consent Summary:
The event will be held on Saturday, September 27, 2025 from 10:00 a.m. to 4:00 p.m. at 6529 Stage Road.

Formal Body:

Attachments:
Multicultural Festival-St Ann Catholic Church

Bartlett
TENNESSEE
HOMETOWN PROUD

APPLICATION FOR SPECIAL EVENT
OFFICE OF BARTLETT CODE ENFORCEMENT
BARTLETT, TN 38134
901-385-6425

6529 Stage Road
Address

38134
Zip Code

September 27, 2025
Dates of the Event

11:00A - 4:00P
Hours of the Event

Multicultural Festival
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

Diocese of Memphis / St. Ann Catholic Church
Property Owner

Kelly Pettit
Special Event Permit Applicant

6529 Stage Rd
Address of Applicant

901-373-6011
Phone Number

cklczbpj@yahoo.com
Email Address

Check all items that apply:

For information call (901) 385-6425.

- X Letter of Permission
- X Insurance **(See page 7)**
- ___ Tents (Fire Retardant letter included)
- X Special Event Checklist
- X Map
- X Sign or Banner
- ___ Food Vendor(s)

$60.00	Special Event Fee
$5.00	Permit Issuing Fee
$7.00	Software Fee

_______ Total Fees

Kelly Pettit
Responsible Person

8-26-25
Date

**Notify building department 10 days prior to Special Event to be held unless it is a Public Attraction which requires approval from the Board of Mayor & Aldermen. **

This application is not a permit and grants no rights or privileges

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement 9/27/2025 Charge Credit

Cancellation Date of Endorsement 9/28/2025

Certificate Holder Bishop of the Diocese of Memphis and His Successors In Office, Diocese of Memphis Catholic Center 5825 Shelby Oaks Drive Memphis, TN 38134

Location ST ANN CHURCH 6529 STAGE ROAD BARTLETT, TN 38134-0000

Certificate No. 8576 of The Catholic Mutual Relief Society of America is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an ***Additional Protected Person(s)*** the organization(s) shown in the schedule below.

Schedule - ADDITIONAL PROTECTED PERSON(S)

City of Bartlett
6400 Stage Road
Bartlett, TN 38134

Remarks:
St. Ann Church's Festival on September 27, 2025 from 11:00 a.m. to 4:00 p.m. City of Bartlett, its elected officials, appointees, employees and members of boards, agencies or commissions shall be named as additional protected person(s).

However, the following limitations apply to coverage:

1. The maximum limits of coverage provided by Catholic Mutual Relief Society of America to the ***Additional Protected Person(s)*** named in this endorsement shall not exceed the coverage dollar amount specifically required by contract or agreement and agreed to by the ***Protected Person(s)***. In the absence of specific coverage limits within a referenced contract or agreement, the limits of liability afforded to the ***Additional Protected Person(s)*** must be listed on a separate Certificate of Coverage form attached to this endorsement. All limits of liability extended by this endorsement are inclusive of both Section II Coverage D and Section VII coverages (if applicable).
2. Unless specifically agreed to by contract or agreement, the coverage extended to the ***Additional Protected Person(s)*** by this endorsement is excess and non-contributory over any other available coverage or insurance.
3. This endorsement does not apply to any ***Occurrence*** outside the specific date(s) of a facility use agreement or terms of a lease.
4. This endorsement does not extend coverage to the ***Additional Protected Person(s)*** for ***Occurrences*** which cannot be attributed to primary acts or omissions of the ***Protected Person(s)***.
5. Provided that a premises is utilized by the ***Protected Person(s)*** in a manner consistent with its intended purpose and in accordance with the applicable contract, agreement, or lease, this endorsement does not extend coverage to the ***Additional Protected Person(s)*** for premises defects or other ***Occurrences*** which could not be discovered by the ***Protected Person(s)*** with reasonable diligence.
6. The limited coverage afforded to the ***Additional Protected Person(s)*** by this endorsement only applies to the extent permissible by law and shall not apply to non-delegable duties unless specifically agreed to by contract or agreement.

This extension of coverage shall not enlarge the scope of coverage provided to the ***Certificate Holder*** under this Certificate nor increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the ***Additional Protected Person(s)*** will not precede the effective date of this endorsement or extend beyond the cancellation date.

Special Event Checklist

Event: Multicultural Festival

Location: 6529 Stage Rd. 38134

Dates: September 27, 2025

Type of special event: (Check one.)

Type I: Noncommercial Events. Fund raising or non-commercial events held outside an enclosed permanent structure, including parades, advertised demonstrations, or events, including structures used in conjunction with the event.

Type 2: Special Seasonal Events. Farmer's market, Christmas tree sales, fruit, flower or vegetable sales. or sale of other seasonal products, when sold other than on the site where grown, contacted or assembled.

Type 3: Commercial Events. Significant commercial events such as tent sales, sidewalk sales, trade shows, merchandise sales, product demonstrations or transient merchants.

X *Type 4: Public Attractions. Significant outdoor public events intended primarily for entertainment or amusement, such as carnivals, concerts, or festivals, including fireworks displays. Requires approval by the Board of Mayor and Aldermen.*

Exempt events: (If any of these apply, the special event is exempt from the permit requirement.)

___*Public property: Any special event wholly on public streets and rights-of-way or other property of the City, excluding public parks, which special event is allowed specifically or generally by action of the Board of Mayor and Aldermen.*

___*Public parks. Any special event held within a public park. (Although exempt from this Section, these types of special events shall be governed by other provisions of the Codified Ordinances regulating conduct in City parks and recreation areas).*

___*City sponsorship. Any special event sponsored or co-sponsored by the city. Such an event shall, however, be in compliance with the performance standards in Section 27.F.*

___*Special use permit or site plan. Any business already operating under a special use permit or site plan that authorizes the display and sale of outdoor goods or authorizes the operation of any special event as defined herein.*

___*Yard sales. Yard sales regulated under Article VI, Section 1 of the Zoning Ordinance.*

___*Auctions/Estate Sales.* Auctions/estate sale for individual property that is not considered a Special Event and is conducted by duly licensed auctioneers.

___*Business deliveries.* Newspaper delivery or bona fide merchants who deliver goods in the regular course of business.

___*Certain solicitations.* Solicitors for charitable, non-profit or religious organizations who go from dwelling to dwelling, business to business, street to street, taking or attempting to take orders for goods, wares and merchandise are exempt from these provisions, provided these organizations meet the Internal Revenue Service Criteria to qualify as a charitable, non- profit or religious organization.

___*First Amendment activity.* The dispensing of religious pamphlets or other literature which is protected by the United States Constitution under Freedom of Speech, Religion or Press.

___*Political campaigning.* Campaigning for public office.

Performance standards:

	Submitted or ok	N/A		Comments
I	X		***Location.*** Special events that do not require the use of public right-of-way shall be conducted on private property in a commercial or industrial zoning district, except that non-profit organizations may conduct special events on any property where the owner has granted permission.	
2		X	For all special events that require the use of public right- of-way, the permit granted shall clearly specify the streets to be used for the event and the time that the streets will be closed, if applicable.	
3		X	Type 3 outdoor sales must be conducted by an existing permanent business adjacent to or on the property of the location of the permanent business. The outdoor sales are to be conducted as an adjunct to the existing permanent business.	
4	X		Land-use compatibility. The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.	
5	X		The special event shall not impair the normal, safe and effective operation of permanent use on the same site,	
6	X		The special event shall not endanger or be detrimental to the public health, safety or welfare or damage to property or improvements in the immediate vicinity of the special event, given the nature of the activity, its location on the site and its relationship to parking and access points.	
7	X		*Compliance with other regulations,* all structures shall meet all applicable provisions of the Building Code.	
8	X		Any temporary structure shall be promptly removed upon the cessation of the event. Within forty-eight (48) hours of cessation of the event, the site shall be returned to its previous condition) including the removal of all litter, signage, attention-attracting devices or other evidence of the special event If the site is not returned to its previous condition, the City may restore the site at the event coordinator's expense.	

	Submitted or ok	N/A		Comments
9	X		*Hours of operation and duration.* The duration and hours of operation of a special event shall be consistent with the surrounding land uses. The total duration of a special event shall not exceed the duration set forth in Table VI.27-1; however, the duration of the special event may be modified by conditions attached to the issuance of the special event permit, as set forth in Section 27.F. **Table V.27-1: Special Event Maximum Duration Type of Special Event** **Duration** Type 1: Noncommercial 30 days Type 2: Special Seasonal 90 days Type 3: Commercial 14 days Type 4: Public Attractions 14 days	
10		X	In addition to the maximum duration as set forth in Table VI.27-1, a shopping center may hold centralized special events, not connected to individual businesses within the shopping center, which do not exceed sixty (60) days in a calendar year. The duration of all special events in a shopping center may be extended on a case-by-case basis if the special event(s) take place in shopping center parking areas not required for the primary businesses.	
11	X		Frequency. Except as otherwise provided herein, the maximum frequency of a special event on the same property shall be two (2) times per calendar year, excluding a shopping center. A shopping center shall be allowed to hold four (4) centralized events not connected to any individual business located within the center in addition to those events held by the individual businesses located within the shopping center.	

	Submitted or ok	N/A		Comments
12	X		**Type 3 outdoor sales at a specific location may be permitted only as follows:** a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days. b. Outdoor sales may be permitted once in each calendar quarter if the duration is more than three (3) days but not more than ten (I 0) days. c. **The minimum time between consecutive outdoor sales periods for the same business on the same property** shall be fourteen (14) days from the end of one period to the beginning of the next period. Permitted durations are not cumulative at anytime, that is, the time periods in both "a" and "b" may not be added together.	
13	X		***Traffic circulation.*** **The special event shall not cause undue traffic congestion, given anticipated attendance and the design of adjacent streets,** intersections, parking and traffic controls. All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage. No alleys, driveways, fire lanes or other access points shall be blocked by the **special event unless specific approval is granted for the special event.**	
14		X	*Street closings.* The special event permit recipients shall **be responsible for securing, installing and immediate removal upon cessation all barricades and signs when** street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.	

	Submitted or ok	N/A		Comments
15	X		*Fire safety.* The fire department shall be consulted for the following requirements and inspection, as necessaly. a. Fire lanes, at a minimum of 20 feet in width and 12 feet in height or as otherwise approved by the Fire Chief, must be provided in order to allow Fire Department access within 150 feet of all structures. Fire Lanes must be provided on at least two sides of all two-story structures within 500 feet of the location of the special event. b. All fire hydrants in the area of the special event must be left with five (5) feet of clearance on all sides and should be accessible from the fire lanes that are designated with the event. c. No open fires shall be permitted unless advance approval is obtained from the Fire Department. d. Fire extinguishers shall be available as determined by the Fire Chief. e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code. f, Tents shall comply with the Fire Code and applicable building codes. g. Exit signs and proper exiting aisles shall be provided in temporary special event structures.	
16	X		*Off street parking.* The event shall not create a parking shortage for any other use. All off-street parking spaces used for the special event should be concrete or asphalt.	
17	X		*Public conveniences and Litter control.* Adequate on-site restroom facilities and solid waste containers shall be provided. The applicant shall calculate the demand for such facilities and specify how the need will be addressed.	
18	X		*Nuisances.* The special event shall not generate excessive noise, dust smoke, glare, spillover lighting or other forms of environmental or visual pollution.	

	Submitted or ok	N/A		Comments
19	X		***The area of parking lot dedicated to outdoor special events.*** a. No more than ten (10) percent of the parking stalls required for the structure, associated with the parking lot in which the special event occurs, shall be permitted to be used for a special event. Regardless of how many stalls are occupied by the special event, no special event that occurs in the parking lot for a permanent structure may cause a parking shortage for primary and accessory uses associated with that struch1re. b. No spikes, nails, anchors or other devices shall be driven into any public street, sidewalk or parking lot surface or into any existing concrete or asphalt. Such devices may be used cnprivate parking lots provided any damage resulting from them shall be repaired upon cessation of the event and removal of the devices.	
20		X	***City services,*** If the applicant requests the City to provide services or equipment, including but not limited to traffic control or security personnel, or if the City otherwise determines that services or equipment are required to protect the public health, safety, or general welfare, the applicant shall be required to reimburse the City for the cost of the services, The City may require the applicant to submit a security deposit, in an amount determined by the Chief Administrative Officer and in the form approved by the City Attorney, prior to the event to ensure that the applicant complies with this provision.	

Conditions:

Conditions deemed necessary to ensure compatibility with adjacent land-uses and to minimize potential adverse impacts on nearby uses:

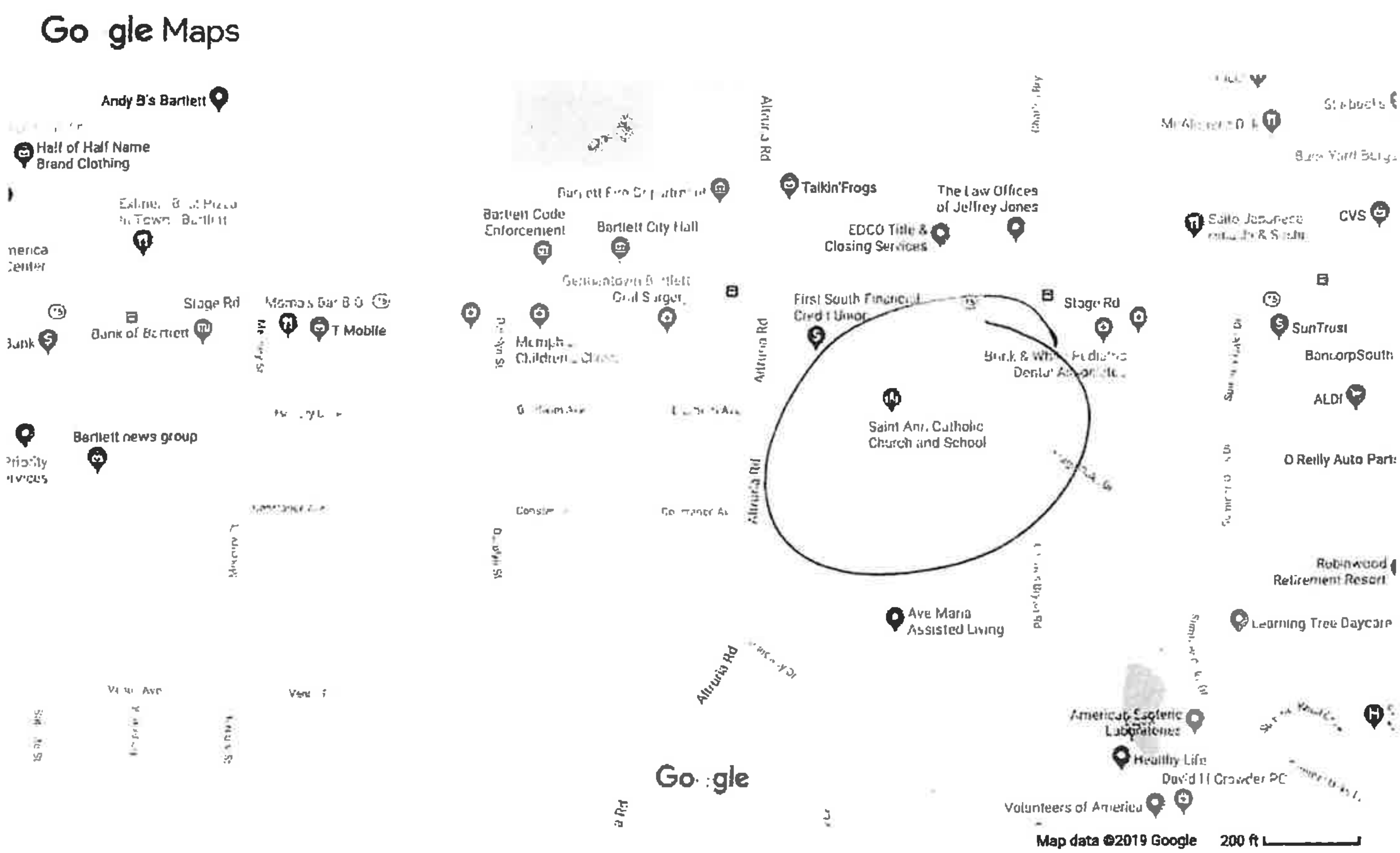
	Required or ok	N/A		Comments
21		X	Limitations on signs.	
22		X	Temporary arrangements for parking and traffic circulation.	
23		X	Requirements for screening/buffering and guarantees for site restoration and cleanup following the special event.	
24		X	Modifications or restrictions on the hours of operation, duration of the event) size of the event or other operational characteristics.	
25		X	The posting of security in an amount required by the Permitting Official to help ensure that the operation of the event and the subsequent restoration of the site are conducted according to required special event standards and conditions of approval	
26		X	The provision of traffic control or security personnel to ensure public safety and convenience.	
27			Execution of a "Special event agreement" in a form acceptable to the City Attorney to ensure the indemnification of the City and that public property will be protected and/or restored to its condition prior to the special event	

Special events permit application, content and submission requirements

A complete application shall be submitted to the Permitting Official at least ten (10) days prior to the requested start date of any special event.

The application shall set forth and contain the following information:

	Submitted or ok	N/A		Comments
28	X		Name and address of the applicant.	
29	X		Names and address of the owner of the premises on which the proposed event is to be held.	
30	X		Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.	
31			Description of the site on which the proposed event *is* to be held.	
32	X		Date of the proposed event.	
33			A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event.	
34			A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, outdoor display areas, signs, streets, and property lines.	
35		X	Location and number of proposed temporary public toilets.	
36		X	Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.	
37			Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.	


Andy B's Bartlett
Half of Half Name Brand Clothing
Bartlett Fire Department
Bartlett Code Enforcement
Bartlett City Hall
Talkin'Frogs
The Law Offices of Jeffrey Jones
EDCO Title & Closing Services
CVS
Stage Rd
Bank of Bartlett
T Mobile
First South Financial Credit Union
SunTrust
BancorpSouth
ALDI
Saint Ann Catholic Church and School
Bartlett news group
O Reilly Auto Parts
Robinwood Retirement Resort
Ave Maria Assisted Living
Learning Tree Daycare
Altruria Rd
American Esoteric Laboratories
Healthy Life
David H Crowder PC
Volunteers of America
Map data ©2019 Google
200 ft

SAINT ANN
CATHOLIC CHURCH & SCHOOL
BE DISCIPLES | MAKE DISCIPLES

August 26, 2025

Office of Bartlett Code Enforcement
6382 Stage Road
Bartlett, TN 38134

To whom it may concern,

I give permission for St. Ann Multicultural Festival to be held at our campus located at 6529 Stage Road, Bartlett, TN. The festival will be held on Saturday, September 27, 2025 11:00am-4:00pm.

Please feel free to reach out to me if you have any questions or concerns.

Best Regards,

Rev. Jacek Kowal

Rev. Jacek Kowal
Pastor
St. Ann Catholic Church
6529 Stage Road
Bartlett, TN 38134
901-373-6011
Fr.jacek@stannbartlett.org

Saint Ann Catholic Church Presents

MULTICULTURAL Festival

Saturday, September 27th • 11 a.m. - 4 p.m. • Rear Parking Lot

Generously
sponsored by

Certificate of Coverage

Date: 8/21/2025

Certificate Holder
Bishop of the Diocese of Memphis and His Successors in Office, Diocese of Memphis
Catholic Center
5825 Shelby Oaks Drive
Memphis, TN 38134

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Covered Location
ST ANN CHURCH
6529 STAGE ROAD
BARTLETT, TN 38134-0000

Company Affording Coverage
THE CATHOLIC MUTUAL RELIEF SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
Property				Real & Personal Property	
D. General Liability	8576	7/1/2025	7/1/2026	Each Occurrence	1,000,000
☒ Occurrence				General Aggregate	
☐ Claims Made				Products-Comp/OP Agg	
				Personal & Adv Injury	
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
Excess Liability				Each Occurrence	
				Annual Aggregrate	
Other				Each Occurrence	
				Claims Made	
				Annual Aggregrate	
				Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

St. Ann Church's Festival on September 27, 2025 from 11:00 a.m. to 4:00 p.m. City of Bartlett, its elected officials, appointees, employees and members of boards, agencies or commissions shall be named as additional protected person(s).

Holder of Certificate

Additional Protected Person(s)

City of Bartlett
6400 Stage Road
Bartlett, TN 38134

0277002748

Cancellation

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 **days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.**

Authorized Representative Paul A. Peterson

Board of Mayor and Aldermen
September 9, 2025

Item Memo

Consent Summary:
Three items have been identified as having a potential auction-value of $500 or more and will be auctioned on GovDeals.com.

Formal Body:
Three items have been identified as having a potential auction-value of $500 or more and will be auctioned on GovDeals.com.

Article V Section 4 of the Charter of the City of Bartlett designates the authority to the Mayor to sell surplus property with Board approval for items valued over $500. The following items have been identified as surplus with a potential value of over $500 and are eligible to be sold at public auction.

Department	Year	Make/Model	Color	Vehicle ID#
Police	1998	Ford F150	Black	2FTZX07W8WCA80663
Police	2001	Dodge B3500 Ram	White	2B5WB35Z71K520931
Police	2008	Dodge Charger	White	2B3KA43G58H134047

It is our recommendation that these items be approved to be sold at public auction. If approved, the City of Bartlett will advertise the items to be auctioned on the GovDeals website (www.govdeals.com).
Thank you for your consideration of the above item.

Attachments:
None

Board of Mayor and Aldermen
September 9, 2025

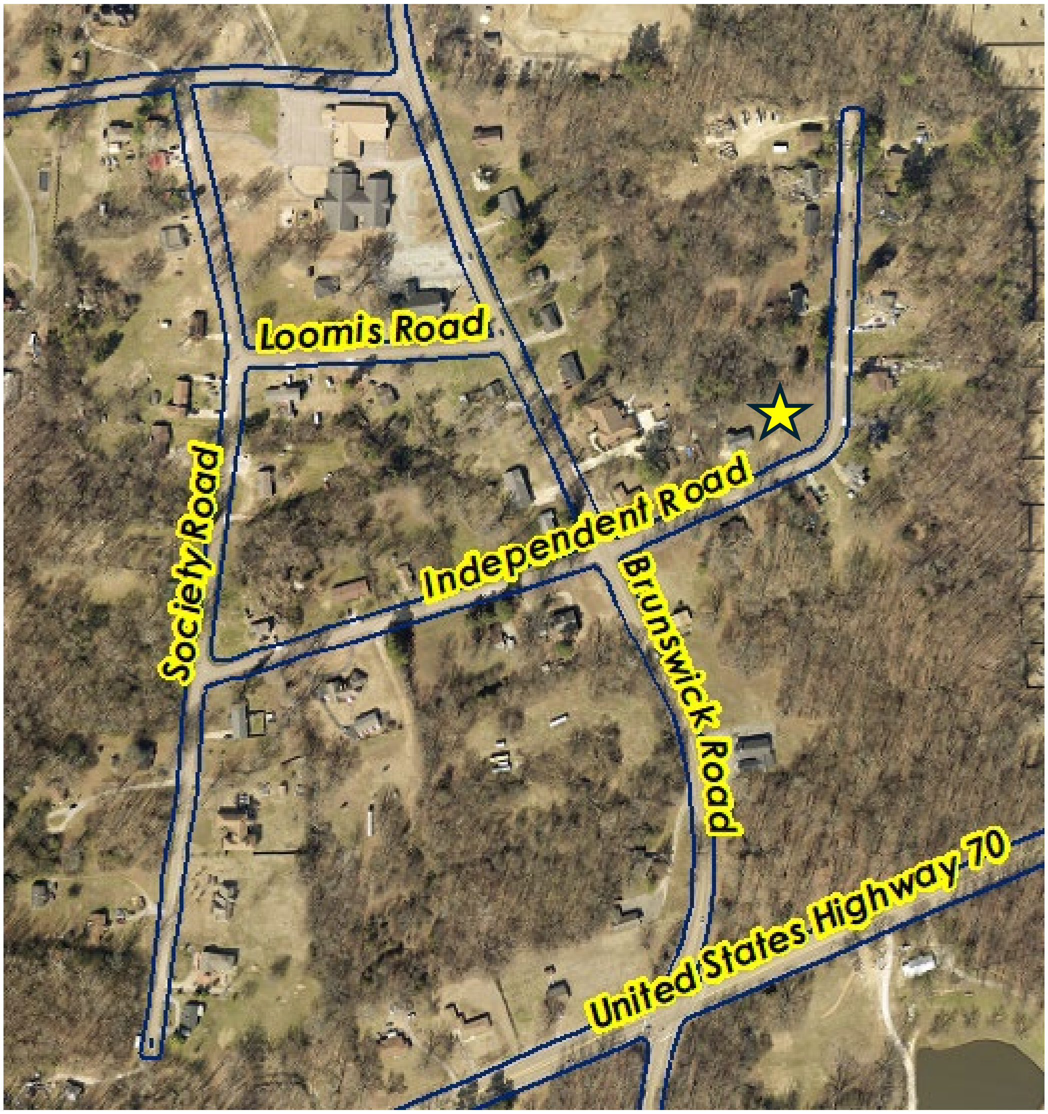
Item Memo

Consent Summary:
The developer, Sandra Garcia, will pay $1,400.00 in City fees. The bond is set at $0.00.

Formal Body:

Attachments:
LOCATION MAP, Resub Lot8 Pole Bearers SD CONTRACT

LOCATION MAP



RESIDENTIAL SUBDIVISION CONTRACT

THIS AGREEMENT, made and executed this___________day of___________, _____ between the CITY OF BARTLETT, SHELBY COUNTY , TENNESSEE, hereinafter referred to as the CITY and SANDRA GARCIA hereinafter referred to as the DEVELOPER.

W I T N E S S E T H :

WHEREAS, the CITY PLANNING COMMISSION has approved a subdivision plat Entitled: RE-SUBDIVISION OF LOT 8 INDEPENDENT POLE BEARERS SOCIETY NO. 6 SUBDIVISON dated JULY 7, 2025, made by the DEVELOPER; and WHEREAS, the CITY PLANNING COMMISSION has approved the Construction Plan and established certain conditions for approval of the Final Plat of said subdivision in accordance with Section 13-4-301, Tennessee Code Annotated, and the City Subdivision Regulations, one of which is the approval of this Development Contract by the CITY BOARD OF MAYOR AND ALDERMEN; AND

WHEREAS, the CITY and the DEVELOPER by the terms of this contract desire to specify those detailed costs, division of responsibilities and maintenance and other conditions in addition to the Subdivision Regulations and the Construction Plan, heretofore approved, according to Law by the CITY PLANNING COMMISSION, said additional terms not to be considered as a variance from or modification to regulations, plans or plat, as approved on the date of execution; and

WHEREAS, this Subdivision Development Contract is entered into by the CITY at the instance of the DEVELOPER upon the understanding that the DEVELOPER shall remain fully responsible for specific compliance with the requirements of the Subdivision Regulations, the Technical Specifications of the CITY, and the Construction Plan, duly prepared by the CITY PLANNING COMMISSION subject to review and recommendation of the CITY ENGINEER, and

NOW, THEREFORE, in consideration of the promisee and mutual covenants of the parties herein contained, and other considerations herein recited, it is agreed and understood as follows:

GENERAL PROVISIONS

1. That the DEVELOPER shall at his expense provide all roads, drainage, storm drains, catch basins, rights-of-way, easements, open improvements and installations to be constructed as set forth herein and on the approved Construction Plans, including construction of all off-site improvements and drainage systems (pertaining to this development).
2. That the DEVELOPER shall pay the expenses of engineering inspection by the CITY ENGINEER along with any laboratory testing expenses deemed necessary by the CITY ENGINEER and incurred for material testing and soil density and moisture content test, provided, however, that the DEVELOPER shall remain fully responsible for construction to the approved design and quality control, and that the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.

3. That the CITY in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY PLANNER design, supervise, nor certify the adequacy, structural integrity, or capacity of improvements or installations within or without the limits of the development; neither is the CITY ENGINEER vested with any authority or responsibility for the design of any improvements or installations within or without the limits of the development; nor is the CITY ENGINEER required to determine the structural integrity, capacity, elevation, location, type or adequacy of any improvements or installations.

4. That in providing technical assistance, planning and review of subdivision development the CITY seeks to enforce its minimal governmental standards and does not relieve or accept any of the DEVELOPER'S liability and responsibility for proper design, construction and installation of improvements within or without the limits of the subdivision.

5. That subject to the warranty provisions herein, after completion of the improvements, subject to final inspection and written approval of the CITY ENGINEER, submission of as-built drawings, approval and recording of the Final Plat of said subdivision, and acceptance by the CITY of the dedication of public improvements and land, the CITY does thereafter accept responsibility for the maintenance of all public improvements excepting sidewalks which shall be maintained by the property owners. Such responsibility for maintenance of sidewalks shall be so noted on the Final Plat of said subdivision.

6. That all easements granted by the DEVELOPER, to be recorded on the Final Plat of said Subdivision, shall be specifically reserved for the use or uses noted on the approved Construction Plans.

7. The DEVELOPER is required to select URD of the Memphis Light, Gas, and Water's application for Utility Services for residential subdivision. Underground Residential Distribution (URD) shall mean that all primary feeders to the subdivision and within the subdivision shall be underground to pad mounted transformers located at the side property line between the houses. The secondary service shall also be underground. Any pad mounted switchgear, as required shall be located on the side property line.

8. That when mutually agreed by the CITY and the DEVELOPER that the CITY will design and/or install any of the required improvements, the DEVELOPER shall deposit in cash or by certified negotiable instrument the full cost of such improvements, based on current prices at the time of execution of a separate contract for such design and/or installation by the CITY prior to the date the DEVELOPER requests installation to commence. It is understood that the CITY will not order materials, schedule work, or expend any funds until the required funds are delivered to the CITY by the DEVELOPER.

9. That for non-residential development within the subdivision, all storm water drainage shall be collected on site and conveyed by drainage structures to the public storm sewer system. Further, non residential development having more than one-hundred and fifty thousand (150,000) square feet of improved area, building and parking, shall have all drainage structures designed by the slow release method. The design calculations for such structures shall be submitted to the CITY ENGINEER for approval prior to construction.

10. That the DEVELOPER shall haul all scrap building materials, debris, rubbish, and other de-gradable materials to a permitted landfill, and not bury any such materials within the limits of said subdivision (except if they are permitted to burn by Shelby County Health Department and the Bartlett Fire Department).

11. That if a bond has been executed to secure the value of the improvements to be constructed and installed under this contract and said bond, due to inflation and/or rising costs, is inadequate to secure the cost of said improvements when an extension of the contract period is sought, the DEVELOPER shall provide the additional security to bring the bond amount in line with current cost projections by the CITY ENGINEER and approved by the CITY PLANNING COMMISSION.

12. That the CITY and any of its agencies will not unreasonably withhold approval of time extensions where the DEVELOPER has provided the required notice to the CITY ENGINEER and such additional security as may be deemed necessary.

13. That the DEVELOPER understands that failure to follow this time extension procedure constitutes a breach of contract and places the DEVELOPER in violation of the Subdivision Regulations and subject to a declaration of default.

14. That the DEVELOPER will not transfer the property on which this subdivision is to be located without first providing the CITY ENGINEER with prior notice of when and to whom transfer is to be made. If the transferee intends to develop this subdivision in accordance with the approved Construction Plans and Final Plat, if already approved and recorded pursuant to this contract, the DEVELOPER shall provide the CITY ENGINEER and the CITY ATTORNEY an Assumption Agreement by which the transferee agrees to perform and complete all the requirements of this contract and to provide the surety needed to secure such performance. Said agreement shall be subject to approval of the CITY BOARD OF MAYOR AND ALDERMEN.

15. That the DEVELOPER understands that transfer of said property without providing the notice of transfer and Assumption Agreement as required herein shall be a breach of contract and places the DEVELOPER in violation of the Subdivision Regulations and subject to a declaration of default.

16. That the DEVELOPER shall comply with all applicable Federal, State, and local laws, and it shall be the DEVELOPER'S responsibility to furnish proof of said compliance upon demand.

17. That should the DEVELOPER default in any part of this contract and it becomes necessary to engage an attorney to file necessary legal action to enforce the provisions of this contract or sue for any sums of money due and owing or liability arising incident to this contract, the DEVELOPER shall pay to the CITY reasonable attorney's fees.

18. That the Developer shall furnish, on demand of the CITY ATTORNEY, satisfactory evidence that the DEVELOPER has the lawful right to enter into this contract for the purpose herein contained.

II

FIXED IMPROVEMENTS

1. The construction of all required improvements by the DEVELOPER including but not limited to the curb and gutter, street sub-grade preparation, street base course construction, temporary surface course, storm drainage, sidewalks, water service, utility service, sewer service and other related items, shall be in accordance with the subdivision regulations and specifications of the CITY OF BARTLETT, which are incorporated by reference herein and said fixed improvements required approval and acceptance by the CITY OF BARTLETT. The drainage system shall be constructed with gasketed reinforced concrete pipe or concrete channel lined ditch and other drainage structures shown on the street plan and development plans for the subdivision, all of which drainage system must be specifically approved by the CITY ENGINEER and in compliance with the approved plans and CITY SPECIFICATIONS which are hereby made a part of this

contract as if specifically set out. Said plans and development plat shall bear the signature of approval by the CITY ENGINEER before construction may commence. The DEVELOPER will pay the expenses of engineering inspection by the CITY ENGINEER along with any laboratory testing expenses deemed necessary by the CITY ENGINEER and incurred for material testing and density tests, provided however, the DEVELOPER shall remain primarily responsible for construction to approve design and quality control and the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement. Further, for road construction, the DEVELOPER shall be responsible for

street subsurface preparation and the following requirements, in addition to the detailed specifications, shall apply:

STREET PAVING/TRAFFIC CONTROL SIGNS

All streets are to be constructed in conjunction with the requirements of the approved subdivision regulations.

1. Upon completion of the graveling and/or cementing process, an inspection will be made and if approved the first 2 inch asphalt course will be applied and the cost will be paid for by the DEVELOPER The DEVELOPER will then maintain the streets until the final street paving is installed. (See Final Street Paving Requirements, Page 10 of 24)

2. That the DEVELOPER shall install, at their expense, permanent street name signs and traffic control signs. All traffic control signs shall be located as shown on the plan prepared by the City Engineer. All signs are to be in place before final acceptance of the subdivision and shall be fabricated in accordance with the following Standards and Specifications.

STOP SIGNS: 30" x 30" octagon shape, high intensity red tape, background with 3/4" white band around complete sign with 10" white letters. Sign post shall be set in ground minimum 48" bury, so there is 7' from bottom of sign to top of asphalt. All signs shall meet or exceed Manual of Uniform Traffic Control Devices and State Department of Transportation regulations.

YIELD SIGNS: 30" triangle shape, high intensity red tape background with 3/4" white band around complete sign and 13" white triangle in center with 3" red letters. Also, all signs needs to meet or exceed Manual on Uniform Traffic Control Devices and State Department of Transportation regulations.
Yield sign post shall be set in-ground, minimum 48" bury 7' from bottom of sign to top of asphalt.

SPEED LIMIT SIGNS: 24" x 30" white, high intensity tape background with 4" speed limit black letters and 10" black numbers with black 3/4" trim around complete sign 3/4" of an inch away from outside edge. Certified sign company will make to State Department of Transportation and Manual of Uniform Traffic Control Devices Standard regulations. Signpost shall be 6' from bottom of sign to top of asphalt.

STREET NAME SIGNS: 9" aluminum plates, covered completely with green reflective tape, with 6" letters. All coves and dead end streets should have yellow ends with 1" black letters saying dead end. Street name signs should be 9' from bottom of sign to top of asphalt. Sign post shall have minimum 3 foot bury. All signs need to meet or exceed Manual on Uniform Traffic Control Devices and State Department of Transportation regulations.

TRAFFIC POST: Green "U" Channel slotted post 12' long, standard thickness.

STREET NAME POST: 3" galvanized round post 12' long.

NOTE: When street name signs and traffic control signs are in same location, one post can be used with street name on top. Excessive post lengths are to be below grade or cut off; they are not to extend above the top of the sign.

3. That the DEVELOPER shall furnish all labor and materials to construct and install all sidewalks, handicap ramps, curb cuts and driveway aprons in accordance with the CITY'S Subdivision Regulations and Technical Specifications and the approved Construction Plan. The DEVELOPER may permit individual builders for lots within the subdivision to assume all or part of the responsibility for the construction and installation of sidewalks, handicap ramps, curb cuts and driveway aprons provided that the sales contract or other agreement between the DEVELOPER and individual builders shall specifically detail the builder's assumption of such responsibility and shall state that construction and installation of such improvements by the builder shall be a condition of the Building Permit issued by the CITY, in which case the DEVELOPER shall be relieved of the requirement of such construction and installation. In the event that the DEVELOPER fails to comply with this provision of the contract or if the builder has not assumed such responsibility, the DEVELOPER shall remain fully responsible for completing the construction and installation of any or all improvements which have not been

assumed by individual builders including any bonding or warranty requirements of the CITY.

4. That if it is not necessary to change an existing road grade and alignment the DEVELOPER shall only be required to construct drainage, curbs and gutters, grade, gravel, and place to the existing pavement. If the existing grade and alignment is changed, the DEVELOPER shall be required to grade, gravel and place the full width of said street or road.

5.That the DEVELOPER shall complete all grading within the street right-of-way before the public utilities are installed.

6. That the DEVELOPER shall design and construct all private streets and roadways authorized within the development to standards equal to or greater than required by the Subdivision Regulations and Technical Specifications of the CITY. (OPTION PROVISION WHERE APPLICABLE)

7. That easements for sanitary sewers, drainage and other required services may be located and utilized within private streets and shall be so noted on the Final Plat of said subdivision. (OPTIONAL PROVISION WHERE APPLICABLE).

III

FINAL STREET PAVING

The CITY OF BARTLETT shall furnish and install, on accepted and dedicated streets only, a final asphalt surface course in accordance with the CITY SPECIFICATION and Subdivision Regulations. The DEVELOPER, upon the direction of the CITY OF BARTLETT will adjust manholes and water valve boxes to meet finished surface course prior to application of surface course. The DEVELOPER shall pay to the CITY OF BARTLETT upon demand a sum equal to 100% of the cost of the surface course, said cost to be determined by the CITY ENGINEER and paid by the DEVELOPER prior to installation. This final surface (1") will not be installed until 100% of the lots in the subdivision are built upon. Bond will be held until such time as the Final Surface is applied and all subdivision improvements are in place and accepted by the City Engineer.

IV

WATER SERVICE

1. The DEVELOPER shall pay the full and actual cost of labor and materials required or the DEVELOPER may proceed as under Paragraph 2 of this Section to install all water mains, hydrants, valves, and appurtenances to serve all lots within said subdivision from the existing CITY water system and to install water service lines and appurtenances from the water main to the meter center at the front property line of each lot. Further, the DEVELOPER shall pay all engineering, testing and laboratory costs incident to the water service in and to said subdivision.

2. That the DEVELOPER shall have the option of privately contracting for the construction and installation of all or part of the sewerage system, water service system and with a qualified contractor licensed in the State of Tennessee, provided, however, DEVELOPER shall deliver to the CITY ATTORNEY proof of payments to the contractor and a waiver of all claims and liens against such improvements binding on said contractor or the DEVELOPER may file a notice of completion and once duly filed said filing sent to the CITY ATTORNEY.

V

WATER SERVICE EXPANSION FEE

1. That the DEVELOPER shall pay to the CITY a sum equal to 15% of the water construction cost, said sum to be applied by the CITY for expansion of water supply and treatment facilities and shall be in addition to payments to the CITY for installation of the water service system to and in said subdivision.
2. Developer will pay a water connection fee of $2,000.00 per lot.

VI

SEWER SERVICE

That the DEVELOPER shall pay to the CITY full and actual cost of labor and materials required or the DEVELOPER may proceed as under Section IV (2), herein, to install a State Board of Health approved sewerage system complete with necessary pumping stations, force main, sewer mains, and manholes, and appurtenances, within and without the limits of said subdivision, and sewer laterals to the front on each lot within the said subdivision. Further, the DEVELOPER shall pay the cost of engineering, inspection, testing, and laboratory costs incident to the sewer service in or to the said subdivision.

VII

SEWER CONNECTION CHARGE

That the DEVELOPER shall pay to the CITY, a sewer maintenance and connection charge of $2,000.00 for each lot in said subdivision. Such fee shall be paid prior to approval of the Final Plat of said subdivision by the CITY PLANNING COMMISSION.

Also, the Developer shall pay a sewer system review fee of $10 per lot or $25 per 250 feet of sewer line extension (whichever is greater). Minimum charge of $25 per contract.

VIII

JEOPARDY OF BUILDING PERMITS

That should the DEVELOPER fail to complete any part of the work in a GOOD AND WORKMANLIKE MANNER, as approved by the CITY ENGINEER or to comply with any provision of this contract, then the CITY shall reserve the right to withhold and withdraw any or all building permits, water service and sewer service within the subdivision until all provisions of this contract have been fulfilled by the DEVELOPER.

IX

SEDIMENT AND DEBRIS

1. The DEVELOPER will hold the CITY OF BARTLETT and the CITY ENGINEER harmless and defend all claims, judgments and demands of all persons for damage caused by the deposit of more sediment or debris from drainage flowing from said subdivision. Further, the DEVELOPER shall bear the expense of erosion and sediment control and dust abatement before, during and after construction during the warranty period.

2. That the DEVELOPER shall provide necessary erosion control in accordance with the CITY Subdivision Regulations and Technical Specifications. All freshly excavation and embankment areas, not covered with satisfactory vegetation, shall be fertilized, mulched and seeded and/or sprigged and/or sodded as required by the CITY ENGINEER to prevent erosion. In event it is determined by the CITY ENGINEER that the necessary erosion control is not being provided by the DEVELOPER, the CITY ENGINEER shall officially notify the DEVELOPER of the problem. If the DEVELOPER fails to provide satisfactory erosion control within fifteen (15) days after notice, then the CITY shall make all necessary improvements to eliminate the erosion problem, documenting all expenses incurred performing the work. Prior to releasing any bonds or other

securities covering said subdivision, all expenses incurred by the CITY shall be paid in full by the DEVELOPER.

3. That the DEVELOPER shall maintain work sites within and without the subdivision in a manner which will prevent increased sedimentation, debris and pollution from drainage flowing from said subdivision. In the event of a stop work order issued by the CITY ENGINEER, the DEVELOPER shall be permitted a reasonable time to continue work required to comply with this Section. Further, the DEVELOPER shall bear the expense of erosion, sediment, and insect vector control before, during and after construction, and until termination of the warranty period.

X

EASEMENTS

The DEVELOPER will be required to obtain and furnish all necessary easements to the CITY OF BARTLETT to serve said subdivision, said easements to be in form, type, size and character acceptable to the CITY OF BARTLETT.

XI

TITLE TO WATER AND SEWER LINES

The CITY OF BARTLETT shall be granted title to the water and sewer lines and accessories to serve the subdivision, and also title to the water main and sewer mains and accessories (sewer lift station) within the subdivision when said systems are connected onto the existing system of the CITY OF BARTLETT.

XII

DRAINAGE DESIGN RESPONSIBILITIES

1. That the DEVELOPER shall construct and install all storm water drainage channels, ditches, and structures. All drainage control fees shall be paid to the CITY and a retention and storage basin with sufficient hydraulic capacity to control all surface and ground water originating within and upstream of the subdivision shall be constructed as required by the City. Said drainage system shall be designed such that the amount and rate of water from all sources leaving the subdivision after full building development shall not be significantly different after than before said development unless approved by the CITY ENGINEER upon certification of a Professional Engineer registered in the State of Tennessee that the Drainage system design and improvements upon full development of upstream and downstream properties under existing zoning are sufficient to accept surface and ground water reasonably expected to flow onto the subdivision and discharge all waters reasonably expected to flow from the subdivision so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Way within or without the subdivision. Further, that the adequacy of the

drainage shall in all cases be certified by the DEVELOPER'S engineer by his signature and seal affixed upon the Final Plat of said subdivision prior to the final approval by the CITY PLANNING COMMISSION and recording of said plat.

2. That the DEVELOPER shall provide to the CITY BUILDING DEPARTMENT and to each lot purchaser or builder a coordinated grading plan designed to insure proper drainage of all lots and building site within the subdivision. Said plan shall be compatible with the overall drainage plan for the subdivision and shall comply with the CITY Subdivision Regulations and Ordinance 80-

13, which is included herewith by reference. Further, said plan shall contain a notation stating that compliance with the plan by individual lot owners and builders shall be a condition of the Building Permit issued by the CITY.

3. That in any development which alters or revises the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, the DEVELOPER shall provide to the CITY FLOOD ADMINISTRATOR a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plan or Flood Way. Further, until said Development Permit is provided the DEVELOPER shall not proceed with any work affecting the Flood Plain or Flood Way nor will the Final Plat of the subdivision be approved by the CITY PLANNING COMMISSION.

4. It is understood and agreed that the CITY OF BARTLETT in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY OF BARTLETT design, construct, supervise nor certify the adequacy of the drainage improvements.

5. Neither is the CITY ENGINEER vested with any responsibility for the design of drainage improvements nor is he required to determine drainage capacities, survey elevation, cross check adequacy nor specify the type and locations of drainage improvements; and in providing technical assistance, planning and review the CITY OF BARTLETT does not commit itself to the construction, improvements or modification of the drainage system within or without the development.

6. Rather it is the responsibility of the DEVELOPER to properly anticipate, survey, design and construct all drainage improvements so that the development will not increase, alter or affect the flow of surface waters or channellized waters from or onto any property so as to damage or flood any property nor contribute to the same.

7. In providing technical assistance, planning and review the CITY OF BARTLETT seeks to enforce its minimal governmental standards and does not relieve or accept any of the Developers liability and responsibility to properly design and construct the development.

8. Subject to the warranty provisions herein, after completion of the development and after final inspection and written construction approval, the CITY OF BARTLETT does thereafter accept responsibility for the maintenance of drainage improvements.

9. The DEVELOPER further agrees to hold harmless the CITY OF BARTLETT and the CITY ENGINEER from any loss or damage from any claim, cause of action or liability resulting in whole or part from the design, construction and/or installation of the development including reasonable costs, litigation expenses and attorneys fees for defense of same.

10. The detention basin property for residential developments will be deeded free and clear of all liens and indebtedness to the City of Bartlett at the time the development is finaled. Detention basin property for commercial developments will remain the property of the development and its geometric shape and design may not change without approval of the Bartlett City Engineer and the Bartlett Planning Commission.

11. The residential developer has the duty to maintain the detention basin until the City accepts the basin. A fully stabilized basin will be required prior to acceptance. Detention basin maintenance on commercial property will be the responsibility of the commercial property's land owner.

12. There is a drainage fee of $250.00 per lot in residential subdivisions where detention is constructed and profiled on the property by the developer. If no detention basin is built, the drainage fee is $500.00 per lot.

13. In Commercial Developments detention fees will be $500.00 per ½ acre if basins are not Constructed and $250 per ½ acre when constructed. Basins will be constructed unless waived by the Planning Commission.

14. As long as the City of Bartlett holds security, be it bond, letter of credit or otherwise, the City of Bartlett reserves the right to use said security for completion or repair of the detention basin during the warranty period of the development served by said basin.

15. Those developments approved by the Planning Commission for detention basins to be constructed by the development and maintained by the development will not be assessed fees.

XIII

WARRANTY PROVISIONS

1. That neither the final certificate of payment nor any provision of this contract or its incorporated documents nor partial or entire occupancy of the subdivision shall constitute an approval or acceptance of any work not performed in accordance with the contract and its incorporated documents, nor relieve the DEVELOPER of liability with respect to any express warranty or responsibility for faulty materials or workmanship.

2. That the DEVELOPER shall remedy any defects in work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance unless a longer period is specified. The CITY shall give notice of observed defects with reasonable promptness. Further, this Construction Warranty does not effect but is in addition to the rights and liabilities assessed herein unless a longer period is specified.

3. That throughout the warranty period beginning at final acceptance the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty

period is to extend to a minimum of one (1) year after the City's final acceptance. The DEVELOPER is responsible to maintain the streets until the final street paving is installed, (see Final Street Paving Requirements, Page 10 of 24). If the final street paving is not completed within the one (1) year warranty period, the street warranty will be extended until the final street paving is complete. The Bond required in these warranty periods is to be a minimum 50% of the total bond amount or an amount determined by the City Engineer to cover the final construction costs.

4. That the DEVELOPER shall complete all work in this contract within 365 consecutive calendar days from the date hereof; however, if due to unforeseen circumstances, the DEVELOPER is unable to complete said work within the times specified, but desires to complete said contract to the satisfaction of the CITY, the DEVELOPER will submit a written request for extension of the contract period to the CITY ENGINEER at least sixty (60) days prior to the expiration date for such completion, but in no case shall such date exceed one (1) calendar year from the completion date specified in any Performance Bond, provided said bond can be extended for the additional period.

XIV

STREET LIGHTS

1. The Developer of the subdivision is responsible for the cost of street light installation. Prior to release of bond, Memphis Light, Gas and Water will submit a final installed cost of street lights. The City will then bill the Developer for the actual cost incurred for street light installation. Once the Developer pays this fee the City can reduce the bond to reflect this deduction.

XV

BONDING REQUIREMENTS

That prior to proceeding with any site preparation, construction or installation of improvements the DEVELOPER shall deposit with the CITY all required fees and assessments and deliver a formal Offer of Irrevocable Dedication of public improvements and land for said subdivision in a form approved by the CITY BOARD OF MAYOR AND ALDERMEN. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the CITY a Performance and Payment bond, Certificate of Deposit, Letter of Credit, or cash bond in the amount identified on Page 19 of said contract and with terms stated in the CITY PLANNING COMMISSION RESOLUTION dated July 8, 1967 and amended to September 5, 1989.

XVI

HOLD HARMLESS

That the DEVELOPER shall hold harmless the CITY and the CITY ENGINEER from any claim, cause of action or liability resulting in whole or in part from the design, construction or installation of the improvements within and without the limits of the subdivision, including reasonable costs, litigation expenses and attorney's fees for defense of same.

XVII

PARKLAND FEES

Developer will pay $700.00 per lot for a parkland development fee or dedicate acceptable property to the City of Bartlett or other public agency for parkland set aside as outlined in City of Bartlett Subdivision Ordinance as amended May 4, 1992 and August 12, 1997.

SPECIAL CONDITIONS:

Ordinance 25-02 as approved on June 10, 2025 reduced the subdivision contract fees to zero for City Subdivision Inspection, Sewer Connection Charge, Water Connection Fee, Water Plant Expansion, and Water System Engineering. This applied to all basin except the Fletcher Creek Basin.

PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING AM LOUNTS AS HEREINBEFORE DETAILED FOR: RE-SUBDIVISION OF LOT 8 INDEPENDENT POLE BEARERS SOCIETY NO. 6 S/D

I. Due at Execution of Subdivision Contract and before Construction Begins:

1. Water Plant Expansion
@ 15% of Water Main Cost
(Water Main Cost = $0.00) **$0.00** *

2. a. Water System Engineering and
Subdivision Review @)
6% of Water Main Cost **$0.00** *

b. Subdivision & site plan review fee @ $175 per lot.
(1 Lot) **$175.00**

3 Sewer Review Fee - $10 per lot or $25 per 250 feet
of sewer line extension (whichever is greater)
________ sewer lines = ________________
Minimum charge of $25 per contract
$10.00 implies $20.00
$25.00 implies $25.00 **$25.00**

4 City Subdivision Inspection @
A: 3% of Development Cost **$0.00**
or **B**: $300.00 per Lot **$300.00**
Whichever is greater **$0.00** *
Development Cost = $0.00

5 Water Connection Fee
@ $2,000.00 per Lot
1 Lots $2,000.00 **$0.00** *

6 Sewer Connection Fee
@ $2000.00 per Lot
1 Lots $2,000.00 **$0.00** *

DRAINAGE BASIN_____________
7 Drainage Control Fee for those lots
not served by a Detention Basin
@ $500.00 per Lot
1 Lots $500.00 **$500.00**

***FEES WAIVED PER SPECIAL CONDITIONS.**

8	Drainage Control fee for lots served by a Detention Basin @ $250.00 per Lot			
	1 Lots	$0.00		**$0.00**
9	City portion of Water Improvements			**$0.00**
	DISTRICT ______________________			
10	Park Land Development Fee @ $700.00 per Lot			
	1 Lots	$700.00		**$700.00**
			TOTAL DUE CITY	**$1,400.00**

II. Due after date of Subdivision Contract and within 30 days after written request from the City's Department of Public Works.

1. Asphalt Paving Cost (Estimated Construction Cost)	**$0.00**
2. Street Light (Estimated at $650.00 per lot) 2 Lots	**$0.00**
TOTAL DUE II	**$0.00**

III. Upon Execution of Subdivision Contract and Before Construction Begins 100% of Development Cost (BOND) **$0.00**

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at Bartlett, Tennessee, this__________________day of_________________________,_______.

____
DAVID PARSONS, BARTLETT MAYOR

____
SANDRA GARCIA, DEVLOPER

ATTEST:

____
CITY CLERK

____
BONDING COMPANY

____
LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY:_____________________________
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN_______________________

Board of Mayor and Aldermen
City Hall Council Chambers
Bartlett, TN 38134

Resolution 34-25

Meeting: 9/9/2025 6:00 PM
Department: Finance
Category: Resolution
Prepared By: Richard Phebus, Director of Finance
Initiator:
Sponsors:

Resolution 34-25, a resolution authorizing City of Bartlett, Tennessee to join the State of Tennessee and other local governments in amending the Tennessee State-Subdivision Opioid Abatement Agreement and approving the related settlement agreements.

WHEREAS, the opioid epidemic continues to impact communities in the United States, the State of Tennessee, and City of Bartlett, Tennessee.

WHEREAS, City of Bartlett, Tennessee has suffered harm and will continue to suffer harm as a result of the opioid epidemic; and

WHEREAS, the State of Tennessee and some Tennessee local governments have filed lawsuits against opioid manufacturers, distributors, and retailers, including many federal lawsuits by Tennessee counties and cities that are pending in the litigation captioned in re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the MDL case is referred to as the "Opioid Litigation"); and

WHEREAS, the City of Bartlett, Tennessee has previously joined settlements with multiple pharmaceutical distributors, manufacturers, and retail pharmacies; and

WHEREAS, a proposed settlement has been reached that would address claims in the Purdue Pharma bankruptcy case and resolve claims against the Sackler family owners of the company (the "Purdue Settlement"); and

WHEREAS, proposed settlements have also been reached with eight other manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("Eight Manufacturer Settlements"); and

WHEREAS, City of Bartlett, Tennessee finds the Purdue Settlement and Eight Manufacturer Settlements acceptable and in the best interest of the community.

WHEREAS, the Tennessee legislature enacted Public Chapter No. 491 during the 2021 Regular Session of the 112th Tennessee General Assembly and it was signed into law by Governor Bill Lee on May 24, 2021, which addresses the allocation of funds from certain opioid litigation settlements;

WHEREAS, the Tennessee legislature enacted Public Chapter No. 302 during the 2025 Regular Session of the 114th Tennessee General Assembly and it was signed into law by Governor Bill Lee on May 2, 2025, which would apply the statutory provisions passed in 2021 to the Purdue Settlement and settlements with several additional manufacturers, if the agreements becomes effective;

WHEREAS, the State of Tennessee, non-litigating counties, and representatives of various local governments involved in the Opioid Litigation have adopted a unified plan for the allocation and use of certain prospective settlement and bankruptcy funds from opioid-related litigation ("Settlement Funds");

WHEREAS, the Tennessee State-Subdivision Opioid Abatement Agreement (the "Tennessee Plan"), attached hereto as "Exhibit A," sets forth the framework of a unified plan for the proposed allocation and use of the Settlement Funds; and

WHEREAS, amendments to the Tennessee Plan, attached hereto as "Exhibit B," would extend its terms to the proposed Purdue Settlement and Eight Manufacturer Settlements and would clarify some language concerning the allocation of certain settlement funds and Purdue estate distributions; and

WHEREAS, participation in these settlements by a large majority of Tennessee cities and counties will materially increase the amount of settlement funds that Tennessee will receive from the pending proposed opioid settlements.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE,

Section 1. That the City of Bartlett, Tennessee finds that the amendments to the Tennessee Plan are in the best interest of the City of Bartlett, Tennessee and its citizens because they would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic.

Section 2. That the City of Bartlett, Tennessee hereby expresses its support for a unified plan for the allocation and use of Settlement Funds as generally described in the Tennessee Plan.

Section 3. That the City of Bartlett, Tennessee Mayor is hereby expressly authorized to execute the amendments to the Tennessee Plan in substantially the form attached as Exhibit "B" and the City of Bartlett, Tennessee Mayor is hereby authorized to execute any formal agreements necessary to implement a unified plan for the allocation and use of Settlement Funds that is substantially consistent with the Tennessee Plan and this Resolution.

Section 4. That the City of Bartlett, Tennessee Mayor is hereby expressly authorized to execute any formal agreement and related documents evidencing the City of Bartlett, Tennessee's agreement to the settlement of claims [and litigation] specifically related to the Purdue Settlement, the Eight Manufacturer Settlements and any other settlement of opioid-related claims that Tennessee has joined.

Section 5. That the City of Bartlett, Tennessee Mayor is authorized to take such other action as necessary and appropriate to effectuate the City of Bartlett, Tennessee's participation in the Tennessee Plan and these settlements.

Section 6. This Resolution is effective upon adoption, the welfare of the City of Bartlett, Tennessee requiring it.

ADOPTED this day of September 9, 2025.

Harold Brad King, Register to the
Board of Mayor and Aldermen

David Parsons, Mayor

Attest:
Penny Medlock, City Clerk

Tennessee State-Subdivision Opioid Abatement Agreement

I. Definitions

For all sections of this Agreement, the definitions for terms set out in this Section I apply. The Agreement also uses additional terms that are defined in the Distributor/J&J Settlements and other agreements. In such instances, which are clearly stated, those terms are defined by those agreements.

A. "2021 Legislation." Public Chapter No. 491 passed during the 2021 Regular Session of the 112th Tennessee General Assembly and signed into law by Governor Bill Lee on May 24, 2021. For ease of reference purposes only, a copy of Public Chapter No. 491 is attached.

B. "Agreement." This document, the Tennessee State-Subdivision Opioid Abatement Agreement, a "state-subdivision opioid abatement agreement" as defined in the 2021 Legislation, Section 5(7) and Section 13(6). This Agreement is also a "State-Subdivision Agreement" as defined in the Distributor/J&J Settlement Agreements and a "Statewide Abatement Agreement" as defined in the Purdue Pharma L.P. and Mallinckrodt PLC bankruptcy plans.

C. "Distributor/J&J Settlements." The settlements consisting of the joint settlement agreement with distributors McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation and their subsidiaries and other related entities and the settlement agreement with manufacturer Johnson & Johnson, its Janssen subsidiaries and other subsidiaries and related entities. Both settlements qualify as Statewide Opioid Settlement Agreements.

D. "Joint Abatement Bankruptcy Plan." A plan confirmed in federal bankruptcy court under Title 11 of the United States Code that resolves state and subdivision claims related to the manufacture, marketing, distribution, dispensing, or sale of opioids in a manner that allocates funds for abatement jointly to the state and its subdivisions. The plans in the Purdue Pharma L.P. and Mallinckrodt PLC bankruptcy cases are examples of Joint Abatement Bankruptcy Plans.

E. "Opioid Abatement Council." The council created by the 2021 Legislation, Sections 3-9.

F. "Relevant Funds." Funds that, pursuant to a Joint Abatement Bankruptcy Plan, are allocated to the State for the claims of the State and its Subdivisions and that must be dedicated to opioid abatement programs.

G. "State." The State of Tennessee.

H. "State-Only Opioid Settlement Agreement." A settlement agreement entered into by the State and one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids in which there are not provisions for Subdivision joinder.

I. “State Opioid Judgment.” A judgment obtained by the State against one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids.

J. “Statewide Opioid Settlement Agreement.” A settlement agreement entered into by the State and one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids in which subdivision claims are addressed.

K. “Statutory Bar.” A law barring all subdivisions (not limited to counties and municipalities) in the state from maintaining released claims against released entities, either through a direct bar or through a grant of authority to release claims. The 2021 Legislation, Sections 10-19 establishes a grant of authority process for a statutory bar to be enacted for the entities addressed in the Distributor/J&J Settlements.

L. “Subdivision.” A Tennessee county or municipality.

M. “Subdivision-Only Opioid Settlement Agreement” A settlement agreement between one or more Subdivisions and one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids that does not include the State as a party.

N. “Subdivision Opioid Judgment.” A judgment obtained by one or more Subdivisions against one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids.

O. “Tennessee Opioid Abatement Fund.” The opioid abatement trust fund established by the 2021 Legislation, Sections 1-2.

II. Interaction of this Agreement with Settlements, Bankruptcy Plans and Legislation

This Agreement replaces certain default provisions in specified State Opioid Settlement Agreements and Joint Abatement Bankruptcy Plans. Certain default provisions are also replaced by the 2021 Legislation and consent judgments will be filed for State Opioid Settlement Agreements. Thus, there will be multiple sources of authority for the application of each settlement agreement or bankruptcy plan. While parts of the 2021 Legislation are described in this Agreement, such descriptions do not supersede the statutory language, which is controlling.

III. Allocation of Funds in the Distributor/J&J Settlements

The Distributor/J&J Settlements allow for payment and allocation default provisions to be replaced by state-subdivision agreements, by statute, and other means. As referenced below, the 2021 Legislation addressed some of the default provisions in these settlements. This Agreement makes a few additional changes to the default provisions. As described below, some default provisions remain in place.

A. Allocation among three sub-funds. The Distributor/J&J Settlements initially allocate the vast majority of settlement funds among three sub-funds for each state: the "State Fund," the "Abatement Accounts Fund," and the "Subdivision Fund."[1] Subject to the terms of the specific settlement agreements and assuming full subdivision participation and maximum payments, allocation among the three Tennessee sub-funds shall remain the same as with the default provision: 15% to the State Fund, 70% to the Abatement Accounts Fund, and 15% to the Subdivision Fund.

B. Use of funds. The Distributor/J&J Settlements have provisions concerning the use of funds and those are controlling.[2] Generally they require that money from all three sub-funds be used for "Opioid Remediation" as that term is defined in those agreements. Such definitions include restitution for past abatement within the definition of remediation.

C. State Fund. The 15% State Fund shall be directed to the State's general fund unless directed to the Tennessee Opioid Abatement Fund by future legislation.

D. Abatement Accounts Fund.

1. The 70% Abatement Accounts Fund shall be directed to the Tennessee Opioid Abatement Fund.

2. The 2021 Legislation fully replaces the default provisions for the Abatement Accounts Fund.[3] Among the legislative provisions is the requirement that for the Distributor/J&J Settlements funds deposited into the Tennessee Opioid Abatement Fund, the Opioid Abatement Council shall disburse 35% of these proceeds to counties that join the settlements to be spent on opioid abatement and remediation pursuant to Subsections 6(q)-(s). 2021 Legislation Section 6(p).

3. The 2021 Legislation allows for a state-subdivision agreement to determine the metrics used in allocating certain funds among participating counties. 2021 Legislation, Section (6)(q). It is agreed that the allocation formula shall use data for fatal and non-fatal opioid overdoses, opioid sales measured by morphine milligram equivalents, and population. Details and agreed terms regarding the metrics, the updating of allocation percentages, and the initial allocation percentages for each county is set out in Exhibit A.

E. Subdivision Fund.

1. The 15% Subdivision Fund shall generally be directed to the Subdivisions participating in the Distributor/J&J Settlements pursuant to the default provisions of those agreements, including the allocation of funds for non-litigating municipalities with populations under 10,000 to their respective counties.

[1] "State Fund," Abatement Accounts Fund," and "Subdivision Fund" are all defined terms in the Distributor/J&J Settlement agreements. They are sub-funds of the settlements' "Settlement Fund" into which the companies make base and incentive payments pursuant to the settlement agreements.
[2] Some examples are distributor agreement Subsections V.B.1-2 and J&J agreement Subsections VI.B. 1-2.
[3] These are mainly found in distributor agreement Section V.E and J&J agreement Section VI.E.

2. The default provisions are adjusted for non-litigating municipalities in participating counties that both (1) have populations of 10,000 to 30,000 per the 2019 U.S. Census estimate and (2) have a Subdivision Fund allocation percentage less than 0.5%.[4] The allocations for such municipalities shall be directed to their respective counties if the county is a participating subdivision. (If the county is not a participating subdivision, the funds are not redirected to the county.) The reallocation for such municipalities located in multiple counties will be divided among those counties pursuant to the data used in Exhibit G of the Distributor/J&J Settlements. These redirected funds to certain counties shall be spent on future opioid abatement and shall be subject to the same statutory requirements as the Abatement Accounts Fund money the county receives from the Tennessee Opioid Abatement Fund. These redirected funds to certain counties are in addition to the funds allocated to participating counties pursuant to 2021 Legislation Section 6(p) and should not be included in calculating or disbursing the 35% amount allocated to participating counties. Such redirected funds should also not be viewed as an additional recovery by the county for purposes of calculating any contingency fees agreements.

F. Attorneys' fees and costs. The Distributor/J&J Settlements have provisions for funds dedicated to or related to attorneys' fees, costs, and/or expenses. There are also funds for states without outside counsel, identified as "Additional Restitution Funds." Such funds shall be allocated pursuant to such agreements and are not addressed by this Agreement.

IV. Allocation of Funds for other Statewide Opioid Settlement Agreements

A. Application to future settlements. To the extent allowed by such agreement and subject to IV.B.2 of this Agreement, the provisions in Section III above shall replace default provisions in, and apply to, any future Statewide Opioid Settlement Agreement in which Tennessee counties and municipalities are able to join and receive benefits, either directly or indirectly, in exchange for a release of claims.[5] Not all municipalities need to be eligible to join such a settlement for the provisions of this Section IV to apply. Indirect benefits include funds being allocated to counties and/or the Tennessee Opioid Abatement Fund.

B. Exceptions. The application of Section IV.A. is limited, as follows:

1. The directing of 35% of Abatement Funds to the counties pursuant to the 2021 Legislation Section 6(p) shall not apply to any Statewide Opioid Settlement Agreement that includes an incentive or other benefit for a Statutory Bar unless (a) Section 19 of the 2021 Legislation is amended to specifically allow a Statewide Opioid Settlement Agreement release for the settling entity or entities or (b) another statute that qualifies as a Statutory Bar for such settlement is enacted. Should such settlement become effective prior

[4] For the avoidance of doubt, a non-litigating municipality with a population between 10,000 and 30,000 that has a Subdivision Fund allocation percentage of 0.5% or greater is not affected by this subsection and receives its direct allocation from the Subdivision Fund.
[5] For the avoidance of doubt, the Section III provisions include the 15%/70%/15% allocation of settlement funds among the three sub-funds.

to the enactment of a Statutory Bar addressing claims against the settling entity or entities, 35% of the funds directed to the Tennessee Opioid Abatement Fund shall be withheld and not allocated until the earlier of (1) the enactment of such a Statutory Bar or (2) a full regular session of the Tennessee General Assembly has occurred.

2. Section IV.A shall not apply to any Statewide Opioid Settlement Agreement unless the application of this Agreement to such settlement is approved by a majority of (a) counties and (b) municipalities having a population over 30,000 after such settlement is negotiated and provided to such subdivisions. Whether there is majority approval shall be measured by population of the relevant subdivisions. Population figures shall be from the most recently published U.S. Census population figures (actual count or estimate) for a year for which data is available for both counties and municipalities.

3. Section IV.A shall not apply to any Statewide Opioid Settlement Agreement with Endo International plc. or its subsidiaries.

C. Statutory provisions. The language in this section does not address or control whether any default provisions in a Statewide Opioid Settlement Agreement are replaced by the 2021 Legislation or any other statutory provision if Section IV.A does not apply to such settlement.

V. Allocation of Funds for Opioid-Related Claims in Joint Abatement Bankruptcy Plans

A. Relevant Funds. Multiple opioid manufacturers have filed for bankruptcy in actions for which the State and many Subdivisions are creditors for opioid-related claims. These companies include Purdue and Mallinckrodt. It is anticipated that other entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids may also file for bankruptcy and that the State and one or more Subdivisions will pursue opioid-related claims in those actions. Funds allocated to the State and Subdivisions for such claims shall be disbursed pursuant to the confirmed bankruptcy plan for the relevant entity, including requirements for funds to be used for future abatement. It is anticipated that one or more of such plans shall include the allocation of Relevant Funds that must be dedicated to opioid abatement programs. All Relevant Funds shall be placed in the Tennessee Opioid Abatement Fund and allocated pursuant to Sections V.B. Relevant Funds do not include funds disbursed through bankruptcy plans that are not restricted to abatement or that are disbursed for claims that are unrelated to the opioid crisis.

B. Allocation of Relevant Funds. To the extent permissible under the subject bankruptcy plan, Relevant Funds from Joint Abatement Bankruptcy Plans shall be allocated in the same manner as the Abatement Account Funds from the Distributor/J&J Settlements are disbursed under Section III.D and the 2021 Legislation. Thus, the Opioid Abatement Council shall disburse 35% of the proceeds from such bankruptcy plans to the counties subject to 2021 Legislation

Subsections 6(q)-(s). All default provisions related to Relevant Funds in such bankruptcy plans are replaced by this Agreement.[6]

C. Exception. Section V shall not apply to any bankruptcy plan for Endo International plc. or its subsidiaries.

D. Statutory provisions. The language in this section does not address or control whether any default provisions in a Joint Abatement Bankruptcy Plan are replaced by the 2021 Legislation or any other statutory provision if Sections V.A-B do not apply to such bankruptcy plans.

VI. No Application to Other Funds

A. State-Only Opioid Settlement Agreements and State Opioid Judgments. The Attorney General may direct funds from a State-Only Opioid Settlement Agreement or a State Opioid Judgment to the Tennessee Opioid Abatement Fund. Subject to the terms of specific agreements and any conditions placed on the funds prior to their being placed in the Tennessee Opioid Abatement Fund, the funds shall be allocated by the Opioid Abatement Council pursuant to the 2021 Legislation. The allocation and other provisions in this Agreement that apply to certain Statewide Opioid Settlement Agreements and to certain funds from Joint Abatement Bankruptcy Plans do not apply to funds from State-Only Opioid Settlement Agreements or State Opioid Judgments.

B. Subdivision-Only Settlement Agreements and Subdivision Judgments. The allocation and other provisions in this Agreement that apply to certain Statewide Opioid Settlement Agreements and to certain funds from Joint Abatement Bankruptcy Plans do not apply to funds from Subdivision-Only Opioid Settlement Agreements or Subdivision Opioid Judgments.

VII. Adoption and Amendment of Agreement

A. Controlling Authority. For this Agreement to replace default provisions in the Distributor/J&J Settlements, it must be adopted by statute or approved by the State and a sufficient number of Subdivisions as set forth in Exhibit O of those settlements. For this Agreement to replace default provisions in the Purdue and other bankruptcy plans, it is anticipated that it will need to be approved by the State and a sufficient number of Subdivisions as set forth in the specific bankruptcy plans. There are similar requirements for amending state-subdivision agreements such as this Agreement. It is understood that the approval process and participation requirements set out in this Section VII meet the requirements of these settlement agreements and anticipated bankruptcy plans. For any settlement agreement or bankruptcy plan that allows for a state-subdivision agreement to determine the requirements for amendment of a state-subdivision

[6] For example, the provisions related to the default "Government Participation Mechanism" in the Purdue bankruptcy plan are not applicable with the adoption of this Agreement (which incorporates the Opioid Abatement Council).

agreement, the approval process and participation requirements set out in this Section VII for an amended agreement shall control. Similarly, if this Agreement is adopted by statute, the approval process and participation requirements set out in this Section VII for an amended agreement shall control.

B. Adoption of Agreement. This Agreement is adopted if it is approved by the Attorney General, on behalf of the State, and either (1) Subdivisions whose aggregate "Population Percentages," determined as set forth below, total more than 60%, or (2) Subdivisions whose aggregate Population Percentages total more than 50%, provided that these Subdivisions also represent 15% or more of the counties, by number.

C. Population Percentage Calculation. Population Percentages shall be determined as follows: The Population Percentage of each county shall be deemed to be equal to (1) (a) 200% of the population of such county minus (b) the aggregate population of all Primary Municipalities located in such county, divided by (2) 200% of the state's population. A Primary Municipality means a municipality with a population of at least 25,000. The Population Percentage of each Primary Municipality shall be equal to its population divided by 200% of the state's population. (The result of these calculations is that every person is counted twice: everyone in a Primary Municipality is counted once for that municipality; everyone is counted at least once for their county; and those not in a Primary Municipality are counted a second time for their county.) Except as required by a specific settlement agreement or bankruptcy plan, the population figures for these calculations shall be the 2020 U.S. Census counts for the initial adoption of the Agreement and, for adoption of an amended agreement, the most recently published U.S. Census population figures (actual count or estimate) for a year for which data is available for both counties and municipalities.

D. Amendment of Agreement. This Agreement may be amended if that amended agreement is approved by the Attorney General, on behalf of the State, and either (1) Subdivisions whose aggregate Population Percentages, determined as set forth above, total more than 60%, or (2) Subdivisions whose aggregate Population Percentages total more than 50% provided that these Subdivisions also represent 15% or more of the counties, by number.

VIII. Effect of Agreement

Nothing in this Agreement is intended to abridge or enlarge the authority of the Attorney General, the State, or the subdivisions, except as expressly stated herein.

Exhibit A: County Allocation for Opioid Abatement Fund

Certain abatement funds are allocated by county pursuant to the 2021 Legislation and/or the provisions of this Agreement. The allocations shall be set consistent with the 2021 Legislation and as set forth below.

A. County Allocation Data. The following data shall be used in the county allocation calculations:

1. Fatal opioid overdose data collected by the Tennessee Department of Health. The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.

2. Non-fatal opioid overdose data collected by the Tennessee Department of Health. The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.

3. Opioid sales as measured by morphine milligram equivalents (“MME”). The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.

4. County population. The 2020 U.S. Census counts will be used for the initial allocations. For future allocation calculations, the most recent population estimate or actual count data published by the U.S. Census shall be used.

B. Weighting of Data. In calculating the county allocation percentages, the data shall be weighted as follows:

1. Fatal opioid overdose data shall be weighted at 12.5%.

2. Non-fatal opioid overdose data shall be weighted at 12.5%.

3. Opioid sales as measured by MME shall be weighted at 25%.

4. Population shall be weighted at 50%.

C. Updating of Allocations. The county allocations shall be updated pursuant to statute. The 2021 Legislation requires updating every four years and addresses what happens if a data set used in the initial allocations is unavailable.

D. Allocation Process. The State shall make the initial data and allocable share calculations available to the counties to review for 30 days in order to identify and correct any mathematical or data entry errors. The Opioid Abatement Council will allow for similar review for future reallocations.

E. Holdback Share. It is recognized that, particularly for some very small counties, there could be limits on the ability of the data to capture the scope of the opioid crisis in the county. For example, a large segment of a county’s population may fill prescriptions in a neighboring county, resulting in MME data that dramatically underrepresents the level of opioids prescribed to the residents of the county. To address limited situations such as this, 2% of the abatement funds allocated to counties shall be initially held back until the Opioid Abatement Council can consider county requests for adjustments to their allocation percentages due to such data issues. However, such requests will only be granted when there is a finding that the data limitations substantially affected the county's overall allocation. The Council may only adjust allocation percentages upwards through the use of the 2% holdback fund and may find that no adjustments are needed. Any portion of the 2% holdback fund not used to adjust county allocations pursuant to this process will be released to the counties pursuant to their allocations, including any adjusted allocation percentages.

F. Initial County Allocation Percentages.

[TABLE TO BE INSERTED ONCE UPDATED DATA AVAILABLE]

Tennessee Opioid Abatement Fund
Initial County Allocation Percentages

County	Allocation without 2% holdback	Allocation with 2% holdback
Anderson	1.35%	1.33%
Bedford	0.71%	0.70%
Benton	0.26%	0.25%
Bledsoe	0.22%	0.22%
Blount	2.05%	2.01%
Bradley	1.46%	1.44%
Campbell	0.75%	0.73%
Cannon	0.28%	0.28%
Carroll	0.38%	0.38%
Carter	0.81%	0.80%
Cheatham	0.92%	0.91%
Chester	0.22%	0.21%
Claiborne	0.54%	0.53%
Clay	0.14%	0.14%
Cocke	0.65%	0.63%
Coffee	0.93%	0.91%
Crockett	0.17%	0.16%
Cumberland	0.94%	0.92%
Davidson	10.90%	10.68%
Decatur	0.18%	0.17%
DeKalb	0.38%	0.37%
Dickson	0.97%	0.95%
Dyer	0.48%	0.47%
Fayette	0.52%	0.51%
Fentress	0.37%	0.36%
Franklin	0.62%	0.60%
Gibson	0.64%	0.63%
Giles	0.45%	0.44%
Grainger	0.36%	0.35%
Greene	1.06%	1.04%
Grundy	0.27%	0.26%
Hamblen	0.93%	0.91%
Hamilton	4.79%	4.69%
Hancock	0.11%	0.11%
Hardeman	0.33%	0.33%
Hardin	0.43%	0.42%
Hawkins	0.92%	0.90%
Haywood	0.20%	0.19%

Henderson	0.39%	0.38%
Henry	0.47%	0.46%
Hickman	0.48%	0.47%
Houston	0.16%	0.15%
Humphreys	0.29%	0.28%
Jackson	0.22%	0.22%
Jefferson	0.77%	0.76%
Johnson	0.22%	0.22%
Knox	8.00%	7.84%
Lake	0.11%	0.11%
Lauderdale	0.32%	0.32%
Lawrence	0.67%	0.66%
Lewis	0.21%	0.21%
Lincoln	0.48%	0.47%
Loudon	0.78%	0.76%
Macon	0.37%	0.37%
Madison	1.17%	1.15%
Marion	0.46%	0.45%
Marshall	0.54%	0.52%
Maury	1.38%	1.35%
McMinn	0.82%	0.80%
McNairy	0.35%	0.34%
Meigs	0.19%	0.19%
Monroe	0.68%	0.66%
Montgomery	3.12%	3.06%
Moore	0.10%	0.09%
Morgan	0.39%	0.38%
Obion	0.43%	0.42%
Overton	0.38%	0.37%
Perry	0.14%	0.14%
Pickett	0.08%	0.08%
Polk	0.25%	0.24%
Putnam	1.12%	1.09%
Rhea	0.51%	0.50%
Roane	0.97%	0.95%
Robertson	1.21%	1.19%
Rutherford	4.82%	4.72%
Scott	0.34%	0.33%
Sequatchie	0.25%	0.24%
Sevier	1.58%	1.55%
Shelby	11.39%	11.16%
Smith	0.35%	0.34%
Stewart	0.26%	0.25%

Sullivan	2.34%	2.30%
Sumner	2.87%	2.81%
Tipton	0.85%	0.83%
Trousdale	0.20%	0.20%
Unicoi	0.29%	0.29%
Union	0.33%	0.33%
Van Buren	0.09%	0.09%
Warren	0.65%	0.63%
Washington	1.69%	1.65%
Wayne	0.25%	0.25%
Weakley	0.47%	0.46%
White	0.44%	0.43%
Williamson	2.48%	2.43%
Wilson	2.17%	2.13%
2% Hold Back	0.00%	2.00%
Total Tennessee	100.00%	100.00%

Tennessee State-Subdivision Opioid Abatement Agreement – 2023 Amendments

The Tennessee State-Subdivision Opioid Abatement Agreement is amended as follows:

Amendment 1:

Pursuant to Section IV.A, this Agreement shall apply to the following Statewide Opioid Settlement Agreements, should they become effective:

A. Allergan Public Global Opioid Settlement Agreement
B. CVS Settlement Agreement
C. Teva Global Opioid Settlement Agreement
D. Walgreens Settlement Agreement
E. Walmart Settlement Agreement

Amendment 2:

To allow for efficiency and more streamlined accounting, the fifth sentence in Section III.E.2 of the Agreement ("These redirected funds to certain counties shall be spent on future opioid abatement and shall be subject to the same statutory requirements as the Abatement Accounts Fund money the county receives from the Tennessee Opioid Abatement Fund.") shall be considered deleted and given no effect.

Amendment 3:

Notwithstanding the exception provisions in Section IV.B.3 and Section V.C. of the Agreement, Section V shall apply to funds from the Endo International plc bankruptcy (*In re Endo International plc, et al*., U.S. Bankruptcy Court, S.D.N.Y, No. 22-22549). As they have received funds from a prior settlement with Endo, the following counties shall not receive a share of the 35% of proceeds directed to counties pursuant to Section V.B: Carter, Greene, Hamblen, Hancock, Hawkins, Johnson, Sullivan, Unicoi and Washington. However, nothing in this agreement shall limit the Opioid Abatement Council's discretion in whether or not to approve any requested allocation from the remaining Endo proceeds or other funds to these counties or the municipalities participating in that prior settlement.

Note on adoption of amendments:

Amendment 1 shall be effective if approved as set forth in Section IV.B.2 of the Agreement. Amendments 2 and 3 shall be effective if approved as set forth in Section VII.D of the Agreement.

New National Opioids Settlement: Secondary Manufacturers
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Bartlett city, TN
Reference Number: CL-1769368

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SECONDARY MANUFACTURERS SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: October 8, 2025

New proposed national opioids settlements ("*Secondary Manufacturers Settlements*") have been reached with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("Settling Defendants"). This *Combined Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Combined Participation Package* because Tennessee is participating in the Secondary Manufacturers Settlements.

This electronic envelope contains:

- A *Combined Participation Form* for the *Secondary Manufacturers Settlements* that your subdivision is eligible to join, including a release of any claims.
- Approval form for proposed Amendment 7 to the Tennessee State-Subdivision Opioid Abatement Agreement.

The *Combined Participation Form* must be executed, without alteration, and submitted on or before October 8, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the *Secondary Manufacturers Settlement*.

Amendment 7 applies the terms of the State-Subdivision Agreement to the Secondary Manufacturer Settlements. This amendment ensures the structure and procedures that apply to prior opioid settlements with the national pharmaceutical distributors, pharmacy chains, and manufacturers will be the same for the new settlements. To approve the amendment, check the "approve" box in the form. The current State-Subdivision Agreement and an explanation of the amendment are posted on the Attorney General website: Opioid Settlements (tn.gov).

Based upon *Combined Participation Forms* received on or before October 8, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for each settlement to move forward and whether a state earns its maximum potential payment under each settlement. If a settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *Secondary Manufacturers Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for these new settlements the same as they did for the prior opioids settlements but states may choose to treat these settlements differently.

Information and documents regarding the *Secondary Manufacturers Settlements*, implementation in your state, and how funds will be allocated within your state can be found on the national settlement website at https://nationalopioidsettlement.com/. This website will be supplemented as additional documents are created.

This *Participation Packet* is different than the participation packet you recently received from Rubris concerning a settlement with Purdue Pharma, L.P, and the Sackler Family. The *Secondary Manufacturers Settlements* discussed in this *Participation Packet* are different than the settlement with Purdue and the Sacklers, and you may participate in the *Secondary Manufacturers Settlements* regardless of whether you join the Purdue and Sackler settlement.

How to return signed forms:

There are three methods for returning the executed *Combined Participation Form* and any supporting documentation to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Combined Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Combined Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Combined*

Participation Form via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Combined Participation Form* using DocuSign, the signed *Combined Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Combined Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Combined Participation Form*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com/additional-settlements/. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on October 8, 2025.

If you have any questions about executing the *Combined Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Daniel Lynch with the Tennessee Attorney General's Office at daniel.lynch@ag.tn.gov.

Thank you,

Secondary Manufacturers Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the Secondary Manufacturers Settlements and to manage the collection of the Combined Participation Form.

EXHIBIT K

Secondary Manufacturers' Combined Subdivision Participation and Release Form ("Combined Participation Form")

Governmental Entity: Bartlett city	State: TN
Authorized Official: David Parsons	
Address 1: 6400 Stage Rd.	
Address 2:	
City, State, Zip: Bartlett Tennessee 38134	
Phone: 901-385-6444	
Email: dparsons@cityofbartlett.org	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:

   a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
   b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
   c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
   d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
   e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
   f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
   g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
   h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.

2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.

3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity

authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at *https://nationalopioidsettlement.com/additional-settlements/*.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.

5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.[1]

8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.

9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,[2] and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

[1] *See* Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

[2] *See* Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.

Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.

11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.

13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void ***only as to*** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: DocuSigned by: David Parsons F0DF74E97D92434...

Name: David Parsons

Title: Mayor

Date: 8/27/2025

Tennessee State-Subdivision Opioid Abatement Agreement –
2025 Amendment for Secondary Manufacturer Settlements

The Tennessee State-Subdivision Opioid Abatement Agreement, previously amended in 2023 and 2024, is further amended as follows:

Amendment 7:

Pursuant to Section IV.A, this Agreement shall apply to the following Statewide Opioid Settlement Agreements, should they become effective:

A. Alvogen Settlement Agreement
B. Amneal Settlement Agreement
C. Apotex Settlement Agreement
D. Hikma Settlement Agreement
E. Indivior Settlement Agreement
F. Mylan Settlement Agreement
G. Sun Settlement Agreement
H. Zydus Settlement Agreement

Note on adoption of amendment:

Amendment 7 shall be effective if approved as set forth in Section IV.B.2 of the Agreement.

[x] Approve Amendment 7 [ ] Do Not Approve Amendment 7

Signature: DocuSigned by: David Parsons F0DF74E97D92434...

Name: David Parsons

Title: Mayor

Date: 8/27/2025