



METROPOLITAN COUNCIL

Metro Council Office

REVISED
**PROPOSED LATE RESOLUTION,
AMENDMENTS AND
SUBSTITUTES FOR RESOLUTIONS
AND ORDINANCES TO BE FILED
WITH THE METRO CLERK
FOR THE COUNCIL MEETING OF
TUESDAY, SEPTEMBER 20, 2016**

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



MEGAN BARRY
MAYOR

OFFICE OF THE MAYOR
METROPOLITAN COURTHOUSE
NASHVILLE, TENNESSEE 37201
PHONE: (615) 862-6000
EMAIL: MAYOR@NASHVILLE.GOV

Metropolitan Council of Nashville & Davidson County
1 Public Square
Suite #204
Nashville, TN 37201

Vice Mayor Briley and Members of the Metropolitan Council,

The Mayor's Office of Neighborhoods and Community Engagement humbly ask you to please consider a late filed resolution to accept a \$15,000 grant award from Kaboom.org. The reason for the late filed resolution is because our Metro Legal team and Kaboom's legal team had to negotiate the terms of the grant agreement and the final version of the agreement was not reached until Friday afternoon on September, 16, 2016. Kaboom must receive a fully executed copy of the agreement before Friday, September 23, 2016 or they must rescind the award, which is dependent on Metro Council approval of the grant.

If you have any further questions about this request please do not hesitate to contact me.

Best Regards,


Lonell Matthews

Director, Mayor Barry's Office of Neighborhoods and Community Engagement

Resolution No. _____

A resolution accepting a grant from the Robert Wood Johnson Foundation in conjunction with KaBOOM!, Inc., to The Metropolitan Government of Nashville and Davidson County, acting by and through the Mayor's Office of Neighborhoods and Community Engagement, to make play easy, available, and fun for all kids and families.

WHEREAS, the Robert Wood Johnson Foundation in conjunction with KaBoom!, Inc. has awarded a grant in an amount not to exceed \$15,000.00 with no cash match required to The Metropolitan Government of Nashville and Davidson County, acting by and through the Mayor's Office of Neighborhoods and Community Engagement, to make play easy, available, and fun for all kids and families; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant be accepted.

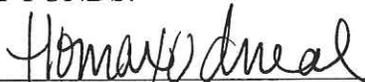
NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the grant by and between the Robert Wood Johnson Foundation in conjunction with KaBOOM!, Inc., in an amount not to exceed \$15,000.00, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Mayor's Office of Neighborhoods and Community Engagement, to make play easy, available, and fun for all kids and families, a copy of which grant is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That the amount of this grant is to be appropriated to the Mayor's Office of Neighborhoods and Community Engagement based on the revenues estimated to be received and any match to be applied.

Section 3. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY OF FUNDS:



Talia Lomax-O'dneal,
Department of Finance

INTRODUCED BY:

APPROVED AS TO FORM AND LEGALITY:



Assistant Metropolitan Attorney

Member(s) of Council

THE PLAY EVERYWHERE CHALLENGE WINNER AWARD LETTER

The Play Everywhere Challenge ("Challenge") is a call for ideas organized by KaBOOM!, Inc., a District of Columbia nonprofit corporation ("KaBOOM!") designed to help uncover the best replicable, scalable innovations in city redevelopment and design that will make play easy, available and fun for all kids and families. It is an opportunity to reimagine what and where a play space is and can be.

Robert Wood Johnson Foundation ("RWJF" and other supporting sponsors (collectively, the "Sponsors) have funded the Challenge to award \$ 15,000.00 (the "Award Amount" as indicated in Congratulatory Email) to Metro Government of Nashville & Davidson County (the "Award Recipient") under the KaBOOM! Play Everywhere Challenge program pursuant to the terms outlined below (the "Agreement"), dated as of August 29, 2016 (the "Effective Date").

1. USE OF FUNDS

a. The Award Recipient will use the Award to support the specific project described in the Application (the "Purpose"). The Award Recipients shall, within 30 days after written notice from KaBOOM!, remit any portion of the Award that KaBOOM!, in its sole discretion, has determined was used in violation of the Agreement, including but not limited to the parameters below, or was not used for the Purpose; provided, that prior to any such remittance by Award Recipients, KaBOOM! may, in its sole discretion, provide Award Recipients with a reasonable opportunity to cure the purported violation.

b. The Award Recipient undertakes the project supported by the Grant funds on its own behalf and not on behalf of KaBOOM! or Robert Wood Johnson Foundation and any other supporting sponsors, and the award shall in no way be construed as creating the relationship of principal and agent, of partnership or of joint venture as between KaBOOM! or Robert Wood Johnson Foundation and any other supporting sponsors and the Award Recipient or any other person involved in the project. By accepting the award, the Award Recipient acknowledges that neither KaBOOM! or Robert Wood Johnson Foundation and any other supporting sponsors nor their respective subsidiaries and affiliates, and their officers, directors, employees or agents shall be liable for any acts, omissions, errors, injuries or damages, whether direct, indirect, incidental or consequential, associated with the use of the award funds or the Award Recipients sponsored project.

2. THE TERM OF THE GRANT

a. The term of the Award (the "Initial Term") commences on August 29, 2016 and continues through December 23, 2016 (Fall Projects) and March 1, 2017 through June 30, 2017 (Spring

Projects). In the event that any unused portion of the Award exists at the end of the Initial Term, the Award Recipient must notify KaBOOM! in writing 30 days prior to the end of the Initial Term to request a 90-day extension on the same terms and conditions as the Agreement (the "Extension"). Except as set forth in this Section 2(a), promptly upon written notice from KaBOOM!, the Award Recipient shall return any unused portion of the Award at the end of the Initial Term or the Extension, if applicable.

b. If the Agreement is not signed by the Award Recipient and returned to KaBOOM! within 10 days of receipt by the Award Recipients, the Agreement will be deemed null and void.

c. The Award Recipient is and shall remain in full compliance and agree to be bound by the terms of The Play Everywhere Challenge Official Rules and Conditions.

3. PAYMENT OF THE GRANT

a. Subject to the conditions set forth herein, KaBOOM! will pay the Award Recipient in one (1) installment of \$ 15,000.00 (the "Award Amount" as indicated in Congratulatory Email) within 15 days after receiving a fully executed copy of the Agreement signed by an authorized person of the board/staff of the Award Recipient to accept the Award on the terms and conditions set forth herein.

4. TAX STATUS

The Award Recipient confirms that, under the United States Internal Revenue Code of 1986, as amended (the "Code"), the Grantee is exempt from federal income tax under section 501(c)(3) or is a school, municipality or local business.

The Award Recipient agrees to advise KaBOOM! immediately if there is any change in the Award Recipients status during the Initial Term or the Extension, as applicable.

5. FINAL REPORT

The Award Recipient agrees to provide a final report to KaBOOM! no later than 30 days from the installation or event date, describing the goals achieved to date, how the Payment has been spent, and the extent to which the Payment did or did not achieve the goals set out in Sections 1 and 13 of the Agreement. Award Recipients shall also furnish a financial report to KaBOOM!. The financial report shall show actual expenditures reported as of the date of the report against the approved line item budget.

6. RIGHT TO EVALUATION

KaBOOM! has the right to evaluate the Award Recipients project through the services of an evaluation agency (the "Evaluation Agency") during the Initial Term or the Extension, if applicable, at no extra cost to the Award Recipients. The Evaluation Agency shall provide reasonable notice to the Award Recipient of any proposed evaluation and its evaluation activities will not unreasonably interfere with Award Recipients normal operation of business. The Award Recipient shall afford to the Evaluation Agency reasonable access, during normal business hours, to all of its properties, books, and records, and all other information concerning the Award Recipients business, properties and personnel as the Evaluation Agency may reasonably request. However, in no event will the Award Recipient be required to furnish the Evaluation Agency with any confidential documents or information.

7. GRANT ANNOUNCEMENTS; PUBLIC REPORTS AND USE OF KaBOOM! NAME AND LOGO

KaBOOM! and its supporting sponsors may include information about the Challenge and the Award Recipient in its periodic reports and may make information about the Challenge and the Award Recipient public at any time on its web page and as part of press releases, public reports, speeches, newsletters, and other public documents. KaBOOM! and the Award Recipient agree that the Award Recipient may include the KaBOOM! name on lists of the Award Recipients funders, contributors and/or supporters (the "Award Recipients Lists"), and that in each instance in which the Award Recipients discloses the KaBOOM! name, it shall refer to KaBOOM! as "KaBOOM!," and not by any other name or variation of that name. The Award Recipient Contributor Lists may include information about the amount of the Award, and the goals of the Challenge. Award Recipients shall not use the KaBOOM! name, logo, trademark or otherwise refer KaBOOM! in any capacity without the prior written consent of KaBOOM!, as applicable.

8. REQUESTS FROM KaBOOM!

KaBOOM! and its supporting sponsors may also from time to time request site visits of Award Recipients operations, with appropriate lead-time and planning. The intent of such visits will be to view the progress of the project. Except as otherwise provided in this Agreement, permitting such site visits is neither mandatory nor a condition of the Award.

9. LEGAL REQUIREMENTS

The Award Recipients will use the Award to support the specific project described in the Application (the "Purpose"). The Award Recipients shall, within 30 days after written notice from KaBOOM!, remit any portion of the Award that KaBOOM!, in its sole discretion, has determined was used in violation of the Agreement, including but not limited to the parameters below, or was not used for the Purpose; provided, that prior to any such remittance by Award Recipients, KaBOOM! may, in its sole discretion, provide Award Recipients with a reasonable opportunity to cure the purported violation.

Award Recipients may not use any portion of the Award for any of the following:

- a. to operate itself in any manner which is not exclusively related to the Purpose or is not stated in its certificate of incorporation or other comparable organizational documents;
- b. to carry on propaganda, or otherwise attempt to influence legislation (within the meaning of sections 4945(d)(1) and 4945(e) of the Code);
- c. to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of section 4945(d)(2) of the Code);
- d. for any award to an individual for travel, study, or other similar purposes (within the meaning of section 4945(d)(3) of the Code), unless such an award satisfies the requirements of section 4945(g) of the Code;
- e. for any award to an organization described in section 4945(d)(4) of the Code unless the requirements of section 4945(h) of the Code (relating to the exercise of expenditure responsibility) are met;
- f. for unreasonable administrative expenses or for other excessive expenses;
- g. for any purpose which is not exclusively religious, charitable, scientific, literary, or educational, or to foster national or international amateur sports competition (but not for the provision of athletic facilities or equipment), or for the prevention of cruelty to children or animals (within the meaning of section 170(c)(2)(B) of the Code);

- h. to hire or recruit or refer for a fee for employment, or to continue to employ in the United States an alien, knowing that the alien is an unauthorized alien (as defined in 8 U.S.C. §1324a(h)(3) with respect to such employment, as provided under 8 U.S.C. §1324a(a)(1) and (2)); or
- i. to engage in any illegal, fraudulent or morally reprehensible (as determined in KaBOOM! and its supporting sponsors' sole discretion) behavior.

10. LIABILITY INSURANCE

Award Recipient self-insures against risks of loss which would be covered by commercial general liability insurance. Award recipient's liability in tort is governed by the provisions of the Tennessee Governmental Tort Liability Act ("Act"). Award Recipient has self-insurance against such claims and losses as provided under the Act. This self-insurance shall be primary over any other insurance.

11. WARRANTY AND INDEMNITY

Award Recipients warrant that their Applications are their original work and, as such, the Award Recipient is the sole and exclusive owner and rights holder of the submitted Application and that it has the right to submit the Application in the Challenge and grant all required licenses. Each Award Recipient agrees not to submit any Application that (1) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations; or (2) is confidential or proprietary information; or (3) otherwise violates the applicable state, federal or local law. To the maximum extent permitted by Tennessee law, each Award Recipient indemnifies and agrees to keep indemnified employees, directors, interns, contractors, and official office-holders of KaBOOM! and the Sponsors, or their parent companies, subsidiaries, affiliates (collectively, the "Play Everywhere Challenge Entities") at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Award Recipient and/or a breach of any warranty set forth herein. To the maximum extent permitted by Tennessee law, each Award Recipient agrees to defend, indemnify and hold harmless the Play Everywhere Challenge Entities from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or accruing from (a) any Application or other material uploaded or otherwise provided by the Award Recipient that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by the non-compliance by the Award Recipient with these Rules; (d) claims brought by persons or entities other than the parties to these Rules arising from or related to the Award Recipients

involvement with the Challenge; (e) acceptance, possession, misuse or use of any award or participation in any Challenge-related activity or participation in this Challenge; (f) any malfunction or other problem with the Challenge Site; (g) any error in the collection, processing, or retention of entry information; or (h) any typographical or other error in the printing, offering or announcement of any Award or Award Recipients.

12. MISCELLANEOUS

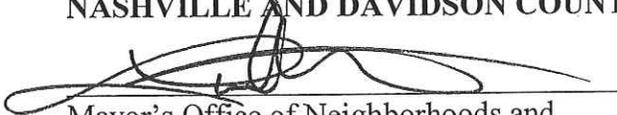
The Agreement constitutes the entire agreement between KaBOOM!, its supporting sponsors and the Award Recipient and supersedes any prior oral or written agreements or communications between the parties regarding the subject matter herein. The Agreement may not be amended, modified or supplemented in any manner, except by a written amendment hereto signed by an authorized signatory of both parties. No failure or delay of either party in exercising any right or remedy hereunder shall operate as a waiver thereof; any such waiver shall be valid only if set forth in writing by such party. All notices and other communications hereunder shall be in writing and delivered to the addresses set forth on the signature pages. The Agreement and all disputes or controversies arising out of or relating to the Agreement or contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the District of Columbia. Neither the Agreement nor any of the rights, interests or obligations thereunder, may be assigned, in whole or part, by operation of law or otherwise, by either party without the prior written consent of the other party. Subject to the preceding sentence, the Agreement will be binding upon the parties and their respective successors and assigns. If any provision or portion of any provision of the Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law, such invalidity, illegality or unenforceability shall not affect any other provision hereof. The Agreement may be executed in counterparts, including by facsimile or PDF (which shall constitute an original), all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

[The remainder of this page is intentionally left blank.]

**SIGNATURE PAGE
FOR
GRANT - THE PLAY EVERYWHERE CHALLENGE AWARD LETTER**

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

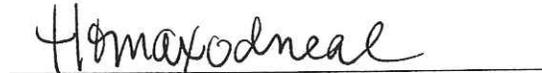
**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**



Mayor's Office of Neighborhoods and
Community Engagement

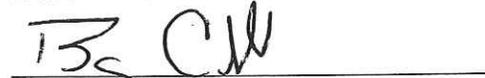
9-19-16
Date

APPROVED AS TO AVAILABILITY
OF FUNDS:


Talia Lomax-O'dneal, Director
Department of Finance

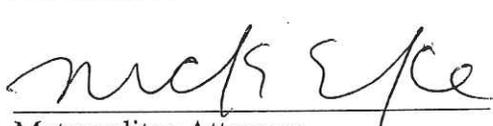
9-19-16
Date

APPROVED AS TO RISK AND
INSURANCE:


Director of Insurance

9/19/16
Date

APPROVED AS TO FORM AND
LEGALITY:


Metropolitan Attorney

9/19/16
Date

Megan Barry
Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date

SUBSTITUTE RESOLUTION NO. 2016-380

A resolution requesting stakeholder collaboration for purposes of entering into an industry-wide memorandum of understanding to upgrade Nashville's permitting and make-ready process and shorten the timeline for deployment of broadband in Nashville.

WHEREAS, citizens of Metro Nashville desire the adoption of broadband policies that promote the safe and efficient deployment of high-speed broadband networks to all residents and businesses in Davidson County and do not favor one service provider over another; and,

WHEREAS, BL2016-343 introduces unproven policy solutions that also threaten to impact Nashville's workforce, create litigation and liability risk for the Metropolitan Government of Nashville & Davidson County, and jeopardize the continuity of communications services for Metro Nashville residents and businesses; and,

WHEREAS, industry stakeholders oppose BL2016-343 due to safety, disruption of services, efficiency, labor, and jurisdictional issues; and,

WHEREAS, industry stakeholders have collaborated with the Nashville Electric Service and have proposed alternative solutions to accomplish the policy goals of Metro Nashville while minimizing risks to Nashville residents and businesses; and,

WHEREAS, the industry stakeholders, including Google Fiber, Comcast, and AT&T, met with NES and the Metro Law department, on Wednesday, August 24, 2016, to negotiate a compromise on the topic of BL2016-343; and,

WHEREAS, permitting and make-ready improvements can be guaranteed through an industry-wide Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the industry stakeholders, including but not limited to Google Fiber, AT&T, Comcast, and NES, are requested to come together in good faith and execute a Memorandum of Understanding to memorialize process enhancements that substantially eliminate the current backlog in make-ready work to facilitate the Google Fiber deployment and reduce the timeline for broadband deployment by all Internet service providers in Nashville. The stakeholders shall aim to complete the permit for each make-ready pole in 30 days and the subsequent make-ready work shall be completed within 45 days or less.

Section 2. That the MOU, which shall be in a form substantially similar to the MOU attached hereto as Exhibit 1, should require the stakeholders, together with NES, to work to reduce initial permitting time and eliminate unnecessary permitting requirements. Specifically, NES is encouraged to permit any party to the MOU that is already operating under a valid infrastructure use agreement, pole attachment agreement, or other agreement for the use of NES utility poles to

amend such existing agreement to provide for a high-volume bulk deployment process, by which such attaching party may fund the retention of additional dedicated resources to process pole attachment applications that will exceed 125 poles per week for a period of 18 months. In addition, NES is encouraged to facilitate limiting permit application processing times to no more than 30 days. Moreover, all stakeholders are encouraged to identify ways to eliminate unnecessary pole attachment permits or right of way permits by December 1, 2016. Priority pole attachments should be completed within 14 days or less.

Section 3. That the MOU should provide that NES and Public Works (to the extent the issues involve closures of the public right-of-way and the permitting and scheduling of same) will coordinate the timing for necessary permitting to streamline the process for broadband deployment.

Section 4. That the MOU should provide that the stakeholders, together with NES and Public Works (to the extent the issues involve closures of the public right-of-way and the permitting and scheduling of same), will meet once a week in an effort to improve coordination and planning for all attachers.

Section 5. That the MOU should require that the stakeholders provide timely funding for the performance of make-ready work by existing attachers, including the establishment of draw-down accounts as necessary, to secure and allocate labor resources and prevent delays.

Section 6. That the MOU should enumerate standards for determining when Nashville make-ready work is deemed complex. Specifically, any provider that requests to perform make-ready work on its own attachments to accommodate the attachment of another provider in a High-Volume Project shall complete such make-ready work on an average of 125 poles per week (measured over the course of 8 weeks); provided that no such Provider shall be required to perform make-ready work (a) where it has not yet been compensated for such work by the requesting Provider (through an established drawn-down account or otherwise or (b) where the requested make-ready work is contingent on work by another party that has not yet been performed. If any Provider fails to satisfy the work within the above-mentioned timeline, the MOU should provide that they shall be liable to the Provider requesting such make-ready work for the following fees:

- (a) \$500 per incomplete pole up to the 150-pole weekly average, to be paid every week for the first month;
- (b) \$1000 per incomplete pole up to the 150-pole weekly average, to be paid every week for the second month; and
- (c) \$1500 per incomplete pole up to the 150-pole weekly average, to be paid every week thereafter until the poles are complete.

Section 7. That the MOU should require the stakeholders to retain appropriate project management and sufficient work crews to ensure that work will be performed in a manner that meets the goals set forth in the MOU.

Section 8. That the MOU should set forth terms and conditions under which compensation would be due to an attachor upon determination that another attachor has unreasonably and repeatedly failed to complete make-ready work in a timely fashion.

Section 9. That, at the expense of the relevant Providers, the Public Works Department (to the extent the issues involve closures of the public right-of-way and the permitting and scheduling of same) shall retain an independent expert to monitor the parties' compliance with the terms of the MOU and should assist in identifying make-ready process improvements.

Section 10. That the foregoing and the MOU should be without prejudice to the rights of the Metropolitan Government under the law, including but not limited to Title 17 and Chapters 6.08, 6.26 and 13.20 of the Metropolitan Code of Laws.

Section 11. That this Resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Sheri Weiner
Member of Council

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) memorializes the agreement among the Nashville Electric Service (“NES”), the Metropolitan Nashville Public Works Department (“Public Works”), and current and future broadband service providers (“Providers”) whose representatives’ signatures are below, regarding the parties’ performance and mutual obligations to materially accelerate the deployment of broadband services in Metropolitan Nashville & Davidson County.

To ensure that all current and future Providers are able to deploy broadband facilities in Metro Nashville with greater speed and efficiently, while at the same time ensuring the safety of Providers’ employees and the general public and respecting the contractual rights of third parties currently involved in the make-ready process, the parties hereto, through their execution of this MOU, outline and hereby agree to develop specific operational standards based on the information and concepts set forth herein. The parties agree to complete work on specific operational standards by November 15, 2016, unless a different date is mutually agreed. Each party may withdraw from this MOU at any time prior to execution of such further MOU establishing such specific operational standards.

It is anticipated that all current Providers will execute this MOU, that current Providers shall seek to modify current agreements to conform to the terms of this MOU (with the exception of the Relocation Agreement between the Metropolitan Government and Google Fiber, approved by BL2015-1131), and that future Providers will be required to execute the same as a condition of any pole attachment agreement with any owner.

Reduced Permitting Time

1. High-Volume Bulk Pole Attachment Application and Licensing Process.

The parties agree to utilize a High-Volume Bulk Attachment process, where the same is in the best interests of the parties and where the same will help foster the efficient deployment of broadband infrastructure in Nashville/Davidson County.

1.1 Request to Utilize High-Volume Bulk Attachment Application and Licensing Process.

A. Providers shall be eligible to use the high-volume/bulk deployment application and make-ready processes described below (the “High-Volume Bulk Pole Deployment Process”) provided that:

(i) Provider provides a High-Volume Bulk Deployment Process Application to NES containing a work-volume plan and schedule, demonstrating that Provider has a bona fide intention to make attachments at an average rate of at least one hundred (100) NES Poles per week over at least a twelve (12) month period (the “Initial Project Average Pole Number”); and

(ii) Provider demonstrates that the Provider possesses the managerial, technical, and financial resources to make Attachments at a rate at least equal to the

Initial Project Average Pole Number. Any such Application shall contain a request that NES retain, at Provider's sole cost, sufficient administrative, engineering and operational staff and/or contractor resources to meet the projected demand to process, review and perform the necessary make-ready to meet the projected demand. The number and cost of such incremental resources shall be mutually agreed upon by NES and Provider; provided, however, that those resources shall include a licensed professional engineer.

B. The High-Volume Bulk Deployment Process shall remain effective until Provider substantially completes the initial project and provides written notice thereof to NES, or the Provider's pace of deployment drops below the projected number of Attachments by fifty percent (50%) over a three (3) month period.

(i) Provided that Provider has used the High-Volume Bulk Deployment Process described herein and given written notice of Provider's substantial completion of the initial project, Provider thereafter shall be eligible to renew its use of the High-Volume Bulk Deployment Process with respect to any NES service area to be specified by Provider (the "Build-Out Area") provided that:

(a) Provider provides written notice to NES that Provider has a bona fide intention to make Attachments at an average rate of at least one hundred (100) NES Poles per week, over at least a six (6) month period (the "Subsequent Project Average Pole Number") in such Build-Out Area; and

(b) Provider possesses the managerial, technical, and financial resources to make Attachments to at least the Subsequent Project Average Pole Number in such Build-Out Area. The High-Volume Bulk Deployment Process shall remain effective with respect to such Build-Out Area until Provider substantially completes the subsequent project in such Build-Out Area and provides written notice thereof to NES, or the Provider's pace of deployment drops below the projected number of Attachments by fifty percent (50%) over a three (3) month period. Provider may elect, subject to satisfying the NES eligibility requirements, to renew the High-Volume Bulk Deployment Process for other Build-Out Areas, either concurrently with or subsequent to Provider's initial High-Volume Bulk Deployment Process renewal.

(ii) Provided, however, if Provider's pace of deployment drops below the projected number of Attachments by fifty percent (50%) over a three (3) month period prior to Provider's substantial completion of the initial project, without good cause as reasonably determined by NES, NES may deny the reinstatement of the High-Volume Bulk Deployment Process unless Provider resubmits a High-Volume Bulk Deployment Process Application to NES containing a work-volume plan and schedule, demonstrating that Provider continues to have a bona fide intention to make Attachments at an average rate of at least one hundred (100) NES Poles per week, over at least a twelve (12) month period until the initial project is complete.

C. Upon receipt of a request to implement and utilize the High-Volume Bulk Deployment Process, NES and Provider will meet and in good faith mutually agree upon the

parameters, consistent with NES procurement policies, of NES selecting and obtaining qualified contractors, as needed to work for NES at Provider's cost to complete the High-Volume Bulk Deployment Process. The parties will mutually agree upon the billing parameters for the use of contractors. Provider shall not be able to use the Application and make-ready processes of the High-Volume Bulk Deployment Process until Provider and NES have:

(i) reached mutual agreement on the selection and retention of qualified contractors and other operational parameters related to the High-Volume Bulk Deployment Process, such agreement to be reached no later than ninety (90) days after NES's receipt of the High-Volume Bulk Deployment Process Application; and

(ii) selected and retained such contractors and implemented the operational parameters described in the preceding clause (i). In the event Provider and NES are unable to mutually agree on the selection and retention of qualified contractors and other operational parameters within ninety (90) days after NES's receipt of the High-Volume Bulk Deployment Process Application, Provider and NES shall work expeditiously and in good faith to reach such agreement, but Provider may not use the Application and make-ready processes of the High-Volume Bulk Deployment Process until such agreement.

D. All contractors retained by NES, irrespective of Provider's payment of costs, shall work for, and at the direction and under the supervision of, NES.

E. Provider will pay the actual and documented costs of NES in administering and supervising the contractors utilized in the High-Volume Bulk Deployment Process

F. The parties will meet on a quarterly basis and review the High-Volume Bulk Pole Deployment Process to determine in good faith if adjustments are needed in the contracting and administration of the process. Public Works shall only be involved in these meetings to the extent the issues involve closure of the public right of way and permitting and scheduling of the same. Apart from the scheduled meetings the parties shall make good faith efforts to meet at any time upon request of either party to:

(i) address and resolve instances where either party believes in good faith that there are insufficient adequately trained contractors and staff available to meet agreed upon Application processing, make-ready and Licensing timeframes; or

(ii) determine in good faith if adjustments are needed in the contracting and administration of the process.

G. Provider will give NES at least four (4) months' written notice prior to ending any High-Volume Bulk Deployment Process. Thereafter, the parties will utilize the standard NES pole attachment license application process, unless and until notice is given that Provider intends to reinstitute the High-Volume Bulk Deployment Process. NES may draw down upon any agreed-upon performance bond for reimbursement of any additional costs if Provider fails to give timely notice and fails to pay any actual and documented additional costs of NES arising from Provider's failure to give such notice.

1.2 Bulk License Application.

A. Provider shall submit a properly executed Bulk Pole Attachment License Application, which shall include a Pre-Construction Survey and detailed plans for the proposed Attachments including any necessary make-ready to accommodate the Attachments, and the estimated costs for the necessary make-ready. Provider shall use the NES Bulk Pole Attachment License Application form, which form shall be developed and agreed upon in advance by the parties. NES's acceptance of the submitted design documents does not relieve Provider of full responsibility for any errors and/or omissions in the engineering analysis.

(i) NES and/or its contractors will review and respond to properly executed and complete Bulk Pole Attachment License Application within fourteen (14) days of receipt, whereupon NES shall:

(a) grant permission to undertake such make-ready as described in Provider's engineering survey;

(b) grant permission to undertake such make-ready as NES reasonably determines is required; or

(c) provide a written explanation as to why the Bulk Pole Attachment License Application is being denied, in whole or in part, for reasons of safety, reliability or insufficient capacity that cannot be resolved consistent with stated applicable standards, including City and County zoning and construction ordinances.

(ii) Provider acknowledges and agrees that during the initial ninety (90) days of implementation of the High-Volume Bulk Deployment Process (after adoption of an agreement on the selection and use of contractors by NES) NES may take a reasonable amount of time longer than fourteen (14) days to review and respond to Applications in order to allow NES and its employees and contractors to familiarize themselves with the Provider's High-Volume Bulk Deployment Process.

(iii) If NES fails to timely respond to an Bulk Pole Attachment License Application as required by this MOU, the Provider may install the facilities described in such Bulk Pole Attachment License Application; provided, however, that the Provider acts at its own risk with respect thereto and Provider's performance of work does not alter or abridge NES's rights to subsequently deny or condition the Bulk Pole Attachment License Application.

2. Providers not utilizing the High-Volume Bulk Deployment Process may submit a Pre-Construction Survey and detailed plans for the proposed Attachments, including a description of any necessary make-ready to accommodate the Attachments, certified by a licensed professional engineer with their application. NES shall review and respond to such properly executed Application for routine installations as promptly as is reasonable, with a goal of providing a response during normal circumstances within fourteen (14) days of receipt. NES's response will either: (i) grant permission to undertake such make-ready as described in Provider's Application and engineering survey; (ii) grant permission to undertake such make-ready as NES

reasonably determines is required; or (iii) provide a written explanation as to why the Application is being denied, in whole or in part, for reasons of safety, reliability or insufficient capacity that cannot be resolved consistent with Applicable Standards, including City and County zoning and construction ordinances.

2.1 If Provider's Application does not include a Pre-Construction Survey (including a description of necessary make-ready), NES shall review the Application and perform a Pre-Construction Survey and, if the Attachment can be accommodated consistent with Applicable Standards, prepare a description of any necessary make-ready to accommodate the proposed Pole Attachment. Under normal circumstances, NES will respond to such properly executed and complete Application for routine installations as promptly as is reasonable, with a goal of providing a response within forty- five (45) days of receipt.

All parties to this MOU, including NES and Public Works, to the extent the issues involve closure of the public right of way and permitting and scheduling of the same, will work to identify additional ways to improve the pole attachment process and provide a Report to the Metropolitan Council with regard to the same on or before March 1, 2017. Additionally, all parties to this MOU shall cooperate with the independent expert contemplated by paragraph 14 of this MOU in the performance of their duties and responsibilities, including, but not limited to, providing periodic reports to the Metropolitan Council as to the current status of the make-ready process in the City.

3. NES, AT&T, and Public Works, to the extent the issues involve closure of the public right of way and permitting and scheduling of the same. shall coordinate the pole attachment and right-of-way permit process to eliminate any unnecessary and cumulative delays in allowing parties to perform make-ready work and new construction on utility poles. Specifically, Public Works shall implement a bulk right-of-way permit process for all High-Volume Bulk Pole Attachment projects utilizing its current shelf application process.

Improved Field Coordination

4. Where a Provider's High-Volume Bulk Pole Attachment Project requires make-ready by other Providers, all Providers, NES, and Public Works, to the extent the issues involve closure of the public right of way and permitting and scheduling of the same, shall meet once a week to coordinate in advance the most efficient method of completing such make-ready work with the goal of allowing different Providers' work to be performed concurrently rather than consecutively.

5. All Providers, including any Provider requesting make-ready work to accommodate its own attachments in a High-Volume Bulk Pole Attachment Project and all Providers required to perform such make-ready work to their own attachments, shall retain competent, dedicated project management personnel and adequate work crews to track make-ready requests, coordinate construction, and ensure that such work is performed in a manner consistent with the standards set forth in this MOU.

6. Any Provider requesting make-ready work to accommodate its own attachments in a High-Volume Bulk Pole Attachment Project shall submit its attachment applications to the

pole owner and subsequent requests to other Providers to perform such make-ready work in a manner that prioritizes such requests according to geographically contiguous areas.

7. Any Provider submitting applications for pole attachments to multiple pole owners within the same geographic area as part of a High-Volume Bulk Pole Attachment Project shall submit such applications simultaneously to all pole owners to allow for more timely completion or approval of design and cost estimates. NES shall work with other pole owners and current Providers to develop an application format or other process to minimize duplication of efforts by new Providers.

8. All Providers shall explore opportunities to engage shared contract engineering resources with telecommunications experience to satisfy such Providers' design standards, in an effort to reduce the number of field visits required.

Timely Funding

9. Any Provider requesting make-ready work to accommodate its own attachments in a High-Volume Bulk Pole Attachment Project shall establish a draw-down account for the benefit of each such other Provider required to perform such make-ready work on its own attachments, which account shall be adequately funded to cover the costs of such Provider's projected make-ready activity for the next 60 days.

Standards for Timely Performance

10. Any Provider requested to perform make-ready work on its own attachments to accommodate the attachment of another Provider in a High-Volume Bulk Pole Attachment Project shall complete such make-ready work on an average of 150 poles per week (measured over the course of 12 weeks); provided, however, that no Provider shall be required to perform make-ready work:

- (a) where it has not yet been compensated for such work by the requesting Provider (through an established draw-down account or otherwise), or
- (b) where the requested make-ready work is contingent on work by another party that has not yet been performed.

11. Providers executing this MOU agree that if they fail to satisfy the provisions of paragraph 10 above they shall be liable to the Provider requesting such make-ready work for the following fees:

- (a) \$500 per incomplete pole up to the 150-pole weekly average, to be paid every week for the first month;
- (b) \$1000 per incomplete pole up to the 150-pole weekly average, to be paid every week for the second month; and

(c) \$1500 per incomplete pole up to the 150-pole weekly average, to be paid every week thereafter until the poles are complete.

12. Providers executing this MOU agree to use reasonable efforts to make their broadband service available to all areas of the County, and further to provide the Metropolitan Council with a deployment plan and timeline depicting anticipated in-service dates for each Council District. Said deployment plan and timeline shall be updated upon the Provider becoming aware of any material change to the current deployment plan and timeline, and in no instance less than yearly.

13. Providers executing this MOU and intending to utilize the High-Volume Bulk Deployment Process shall use their best efforts to avoid damage to the County's utility infrastructure and shall provide a report to Council on a quarterly basis with regard to incidents that result in any appreciable service interruptions.

14. NES shall retain an independent expert to monitor the parties' compliance with the terms of this MOU, to assist in identifying any other improvements to the broadband deployment process in the City, and to provide periodic reports the Metropolitan Council on the effectiveness of this MOU in materially increasing the speed of broadband deployment in the City. The independent expert shall be agreeable to all parties and shall be recognized preeminent in the field of utility engineering. The cost of this expert shall be borne by Providers pro rata using relative number of pole attachments in the County as determined by the parties. The foregoing shall be without prejudice to the rights of the Metropolitan Government under the law, including but not limited to Metropolitan Code of Laws Title 17 and Chapters 6.08, 6.26 and 13.20.

NES

AT&T

By: _____

By: _____

Its: _____

Its: _____

Date: September 16, 2016

Date: September 16, 2016

COMCAST

METRO PUBLIC WORKS

By: _____

By: _____

Its: _____

Its: _____

Date: September 16, 2016

Date: September 16, 2016

GOOGLE FIBER

LEVEL 3 COMMUNICATIONS

By: _____

By: _____

Its: _____

Date: September 16, 2016

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

Its: _____

Date: September 16, 2016

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

SUBSTITUTE NO. 2

FOR

RESOLUTION NO. RS2016-380

A resolution urging stakeholder collaboration, cooperation and support for purposes of implementing BL2016-343 and the One Touch Make Ready process to upgrade Nashville's broadband competition and shorten the timeline for deployment of broadband in Nashville.

WHEREAS, citizens of Metro Nashville desire the adoption of broadband policies that promote the safe and efficient deployment of high-speed broadband networks to all residents and businesses in Davidson County and do not favor one service provider over another while insuring Metro Nashville right of way is used to foster competition among providers to the benefit of consumers; and,

WHEREAS, BL2016-343 introduces policy solutions that set the stage to make Nashville one of the best environments for broadband investment because it removes the current time consuming process of sequential moving of pole attachments on a utility pole; and,

WHEREAS, BL2016-343 threatens incumbent providers since new entrants into the Nashville broadband market will be able to deploy fiber and other communications facilities more quickly and will have a positive impact on Nashville's workforce, particularly its tech, communication, health care, education, and music industries along with many others; and,

WHEREAS, some industry stakeholders oppose BL2016-343 because they argue there are issues such as safety, disruption of services, efficiency, labor, and jurisdictional issues, however incumbent broadband providers currently serve as gatekeepers for new entrants into the marketplace and therefore appear to oppose BL2016-343 primarily because of the competition it will bring to their own broadband services; and,

WHEREAS, incumbent broadband providers have proposed only small changes to the current make ready process which discourages broadband investment and competition and serves to continue to protect the incumbent providers' place as gatekeepers on behalf of Nashville residents and businesses who determine who gets to offer broadband services and when they are offered; and,

WHEREAS, the industry stakeholders, including Google Fiber, Comcast, and AT&T, met with NES and the Metro Legal department on Wednesday, August 24, 2016 to negotiate a compromise on the topic of BL2016-343, but discussions broke down because of a philosophical disagreement among the parties because the incumbent providers refused to acknowledge the need for a fundamental overhaul of the make ready process to allow new entrants timely access to utility poles in Nashville; and,

WHEREAS, one large incumbent provider sought to intimidate and extinguish meaningful reform to the make ready process by threatening litigation should any legislation on the issue of make ready be passed by the Metro Council; and

WHEREAS, one large incumbent provider sought to transfer blame to NES for its own shortcomings in the make ready process when actually it was submitting permits in such quantity as to be in excess of its contract with NES; and,

WHEREAS, permitting and make-ready improvements are able to be regulated by the Metro Council and Government when they occur in the Metro Right of Way; and

WHEREAS, Nashville and Davidson County residents and business are clamoring for and deserve competition among broadband providers because they are not happy with current broadband services; and

WHEREAS, the following entities either support the One Touch Make Ready process or acknowledge it can improve broadband service and competition: the City of Louisville, Kentucky, US Conference of Mayors, Next Century Cities, CPS Energy of San Antonio, Texas, Coalition for Local Internet Choice, Fiber to the Home Council, FCC National Broadband Plan, the Brookings Institute, Secretary Hillary Clinton, Tennessee Department of Economic and Community Development, and the North Carolina, State Broadband Plan, along with similar statutes in Louisiana, New York, New Hampshire, and Michigan; and

WHEREAS, it is in the best interests of the residents and businesses of Nashville and Davidson County for all industry stakeholders to work toward making BL2016-343 and the One Touch Make Ready process successful.

WHEREAS, Pursuant to Section 3.05 of the Metro Charter, the Metro Council can exercise its legislative authority only by ordinance unless another law of general application provides that a specific matter can be approved by resolution, thus, the resolution is simply memorializing in nature and would have no binding effect.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Metro Council formally requests industry stakeholders, including but not limited to Google Fiber, AT&T, Comcast, and NES, to carry out the provisions of BL2016-343 in good faith and in the spirit of a One Touch Make Ready process to maximize its effect on bringing broadband competition to Nashville.

Section 2. That any MOU or other agreement entered into by industry stakeholders require the stakeholders to abide by BL2016-343, its policy goals, and any other subsequent legislation that improves Nashville's One Touch Make Ready process.

Section 3. That any MOU or other agreement regarding the One Touch Make Ready process that is entered into by any department or part of Metro Government after passage on third reading of BL2016-343 shall be transmitted to the Metro Council upon being signed by the department of Metro Government.

Section 4. That industry stakeholders, together with NES and Public Works, will continue to meet once a week in an effort to improve coordination and planning for all attachers, with the Metro Council informed of the time and location of the meetings to allow Council members to attend.

Section 5. That all providers of cable television, Internet, broadband and other similar services shall regularly provide to Metro Government Information Technology Services Department maps of properties in Davidson County that have access to fiber service or properties that have access to gigabit speeds.

Section 6. That the Metro Legal department and Metro Council Office shall do whatever is necessary to monitor the parties' compliance with BL2016-343 and the One Touch Make Ready process and assist in identifying improvements to the One Touch Make Ready process.

Section 7. That the Metro Council goes on record requesting, as all industry stakeholders act in good faith to make the One Touch Make Ready process successful, that no industry stakeholder pursue litigation or legislation against Metro Government that seeks to overturn, negate, overrule, preempt, or otherwise dismantle BL2016-343 and the One Touch Make Ready process.

Section 8. That the Metro Council goes on record to show its appreciation for the investment and efforts of all industry stakeholders to improve their broadband service in Nashville and Davidson County.

INTRODUCED BY:

Jeremy Elrod
Member of Council

Amendment No. 1

To

Ordinance No. BL2016-302

Mr. President:

I move to amend Ordinance No. BL2016-302 as follows:

1. Section 2 of BL2016-302 is hereby deleted in its entirety and the following is substituted therefor:

Section 2. That the Telecommunications Franchise Contract by and between The Metropolitan Government of Nashville and Davidson Count and Grantee, which contract is attached hereto and by reference made a part of this Ordinance, as Exhibit A hereto, is hereby approved and the Metropolitan Mayor is hereby authorized to execute said contract.

2. Section 4 of Ordinance No. BL 2016-302 is hereby amended by renumbering the existing Section 4 as Section 5 and adding a new Section 4 preceding it to read as follows:

Section 4. In compliance with Ordinance BL2016-310, codified as Metropolitan Code of Laws Section 6.26.030.B.5., a certified report attesting to the applicant's possession of the necessary legal, character, financial, technical and other qualifications to construct and achieve full activation of its system, and ability to perform its obligations and faithfully adhere to all requirements of the franchise ordinance codified in this chapter, and that its construction arrangements are adequate and feasible, is hereby attached hereto as Exhibit B.

3. The document attached hereto and hereby incorporated into this Amendment No. 1 shall become Exhibit B to BL2016-302.

Introduced By:

Bill Pridemore
Member of Council

**TN BACKHAUL NETWORKS, LLC
LEGAL, CHARACTER, FINANCIAL, TECHNICAL AND OTHER QUALIFICATIONS FOR
TELECOMMUNICATIONS FRANCHISE IN METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

Legal and Character Qualifications:

Neither Applicant nor any principal has ever been convicted of any felony in any court of competent jurisdiction. Neither Applicant nor any principal is presently or has ever been a party to a civil proceeding involving any of the following: unfair or anticompetitive business practices, violations of securities law, false/misleading advertising, violations of FCC regulations, any actions in which a municipality is a party, or bankruptcy.

Neither Applicant nor any principal has ever had a business license revoked or the renewal thereof denied or is a party to a proceeding that may result in same. Neither Applicant nor any principal has ever been disciplined, cited, or prosecuted and convicted of any violation of the Communications Act of 1934, as amended and supplemented, or any other federal law affecting communications or any regulations of the FCC promulgated pursuant to any of the former.

Explanation of Parent/Subsidiary Structure:

TN Backhaul Networks, LLC is a Delaware limited liability company that is registered to do business in the State of Tennessee. Mobilitie, LLC transferred its Certificate of Public Convenience and Necessity (CCN) authorizing Mobilitie to provide competing local telecommunications services in the State of Tennessee to TN Backhaul Networks, LLC, its indirect, wholly-owned subsidiary to more accurately reflect the services it will provide in the state-specific geographic area.

Applicant:

TN Backhaul Networks, LLC
3475 Piedmont Rd NE, Suite 1000, Atlanta, GA 30305
(877) 999-7070

Parent Company:

Mobilitie, LLC
2220 University Drive, Newport Beach, CA 92660
(877) 999-7070

Attachments:

TN Backhaul Networks, LLC Certificate of Good Standing
TN Backhaul Networks, LLC Certificate of Formation

Financial Qualifications:

TN Backhaul Networks, LLC certifies that it possesses the necessary financial qualifications to achieve full activation of its system and adhere to all requirements of the Metropolitan Government of Nashville and Davidson County Code of Ordinances Chapter 6.26. As proof of such financial ability, TN Backhaul Networks, LLC offers a \$500,000 Performance Bond and a Certificate of Insurance, both as previously provided. In addition, TN Backhaul Networks, LLC offers a CCN granted by the Tennessee Regulatory Authority (TRA). In granting this certificate, the TRA acknowledged the necessary capital and financial ability for Mobilitie, LLC to provide its proposed services.

Mobilitie, LLC was granted the TRA CCN in December 2010 authorizing it to provide competing local telecommunications services. On March 3, 2016, Mobilitie, LLC filed with the TRA a notice of market regulation pursuant to TCA 65-5-109. Under TCA 65-5-109, "[u]pon election of market regulation by a certificated provider, the provider shall be exempt from all authority jurisdiction." Accordingly, Mobilitie, LLC's subsequent transfer of its TRA CCN to TN Backhaul Networks, LLC did not require notice to or approval of the TRA. Nonetheless, by virtue of the inter-company transfer, TN Backhaul Networks, LLC now holds Mobilitie, LLC's TRA CCN. TN Backhaul Networks, LLC is working with TRA staff to ensure that the TRA's records are up-to-date regarding this transaction.

Attachments:

Tennessee Regulatory Authority Certificate of Public Convenience and Necessity
Performance Bond
Certificate of Insurance

Description of Services:

TN Backhaul Networks, LLC's hybrid transport network proposes to install and operate transport utility structures that augment and extend backhaul solutions to increase bandwidth while improving connectivity. This hybrid transport network proposes to provide cutting edge connectivity to applications such as connected vehicles, weather monitoring stations, mobile service providers, agricultural equipment, and healthcare facilities, all designed to enhance public safety and to improve local residents' living experiences.

Although the proposed infrastructure will support data transfer, TN Backhaul Networks, LLC is not the telecommunications service provider. Instead, telecommunications service providers will utilize TN Backhaul Networks, LLC's infrastructure to assist in improving the quality of network interconnection.

Technical and Construction Qualifications:

The sites for which Applicant will apply for a permit will have construction drawings produced by licensed professional engineers in the State of Tennessee. On existing structures, a structural analysis will be completed by a company specializing in this function and staffed with Professional Engineers focused in structural design.

All general contractors who are used to physically build the infrastructure are trained on best practices and minimum safety requirements as required at the national, state, and local levels. For sites in rights-of-

way, Applicant takes great care to make sure vendors are accustomed to working in and around traffic and are familiar with managing traffic controls.

Code, traffic, and jurisdictional requirements are fundamental requirements incorporated into the plan for every site. If the Metropolitan Government of Nashville and Davidson County has a preferred format or process Applicant must follow to provide the assurances noted, Applicant will comply with such format or process.

Additionally, Applicant is nearing full execution of attachment agreements with Nashville Electric Service (NES). Applicant certifies it will have fully executed agreements in place and all attachments will be in compliance with NES standards.

Other Qualifications:

Mobilitie, LLC has a history of providing wireless infrastructure solutions in varying capacities across the nation in Sports & Entertainment, Real Estate, Hospitality, Healthcare, Higher Education, and Government & Transportation industries. Specific examples include deploying wireless systems at Churchill Downs, National September 11 Memorial & Museum, and MGM Resorts in Las Vegas. More information on Mobilitie, LLC's qualifications can be found at www.mobilitie.com.

In addition to venue specific solutions, Mobilitie, LLC has been granted franchises and is in the process of entering into right-of-way access agreements with municipalities across the country. Mobilitie, LLC is a party to agreements with cities including, but not limited to, the following: New York City, New York; Los Angeles, California; Greenwood, Indiana; and Jersey City, New Jersey.

AFFIDAVIT

BEFORE ME, the undersigned Notary, Melissa Ann Williams, on this 19th day of September, 2016, personally appeared Chris Glass, known to me to be a credible person and of lawful age, who being by me first duly sworn, states under oath as follows:

On behalf of TN Backhaul Networks, LLC, Mobilitie, LLC, its parent company, certifies the truth and accuracy of the information provided herein in support of establishing that TN Backhaul Networks, LLC possesses the necessary legal, character, financial, technical and other qualifications to construct and achieve full activation of its system, and to perform its obligations and faithfully adhere to all requirements of the franchise ordinance codified in Chapter 6.26 of the Metropolitan Code of Laws, and that TN Backhaul Networks, LLC's construction arrangements are adequate and feasible.

MOBILITIE, LLC

By: 
Chris Glass
Its: Senior Vice President

Date: 9/19/16

Subscribed and sworn to before me, this 19th day of September, 2019.

[Notary Seal]

Signature: _____

Name: _____

NOTARY PUBLIC

My commission expires: _____, 20__.

See attached

CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

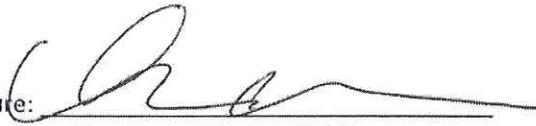
COUNTY OF Orange }

Subscribed and sworn to (or affirmed) before me on this 19th day of September, 2016
Date Month Year

by Chris Glass

Name of Signers

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: 
Signature of Notary Public



Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Affidavit

Document Date: September 19, 2016

Number of Pages: _____

Signer(s) Other Than Named Above: N/A



CERTIFICATE OF LIABILITY INSURANCE

MOINV-3

OP ID: NM

DATE (MM/DD/YYYY)

03/22/2016

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

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

PRODUCER Silverstone Insurance Services Jetton & Assoc Ins Svs Inc P.O. Box 1200 (Lic #0C04829) Rancho Cucamonga, CA 91729-1200 Brent Jetton, AAI, CIC	Phone: 909-980-4211	CONTACT NAME:
	Fax: 909-980-4785	PHONE (A/C, No, Ext):
		FAX (A/C, No):
		E-MAIL ADDRESS:
		INSURER(S) AFFORDING COVERAGE
		INSURER A: Federal Insurance Company
		INSURER B: Great American E&S Ins Co
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:
INSURED TN Backhaul Networks LLC 925B Peachtree St NE #710 Atlanta, GA 30309		NAIC # 20281 37532

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			36036868	11/11/2015	11/11/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CONTRACTUAL LIABILITY			MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			73591570	11/11/2015	11/11/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS			SCHEDULED AUTOS			BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS			<input checked="" type="checkbox"/> NON-OWNED AUTOS			PROPERTY DAMAGE (Per accident) \$
							\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			79897229	11/11/2015	11/11/2016	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	<input type="checkbox"/> DED						\$
	<input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			71749062	11/11/2015	11/11/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Pollution Liab			PRE315985701	02/09/2016	11/11/2017	Aggregate 5,000,000
A	Property			36036868	11/11/2015	11/11/2016	See Below

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

If required by written contract or agreement The Metropolitan Government of Nashville and Davidson County is an additional insured with respects to general liability.

CERTIFICATE HOLDER**CANCELLATION**

METROTN	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
The Metropolitan Government of Nashville and Davidson County Metropolitan Courthouse 1 Public Square, Suite 205 Nashville, TN 37201	AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

BEFORE THE TENNESSEE REGULATORY AUTHORITY

NASHVILLE, TENNESSEE

December 20, 2010

IN RE:)
)
APPLICATION OF MOBILITIE, LLC FOR A) DOCKET NO.
CCN TO PROVIDE COMPETING LOCAL) 10-00191
TELECOMMUNICATIONS SERVICES IN TENNESSEE)

ORDER GRANTING CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY

This matter came before Chairman Mary W. Freeman, Director Kenneth C. Hill and Director Sara Kyle of the Tennessee Regulatory Authority (the "Authority"), the voting panel assigned to this docket, at a Hearing held on November 22, 2010 to consider the *Application for Certificate to Provide Competing Local Telecommunications Services* (the "*Application*") filed by Mobilitie, LLC ("Mobilitie" or "Company") on September 21, 2010. In its *Application*, Mobilitie seeks a Certificate of Public Convenience and Necessity ("CCN") for authority to provide competing local telecommunications services in Tennessee.

Legal Standard for Granting Certificate of Public Convenience and Necessity

Mobilitie's *Application* was made pursuant to and considered in light of the criteria for granting a CCN as set forth in Tenn. Code Ann. § 65-4-201 (Supp. 2010), which provides, in pertinent part:

- (a) No public utility shall establish or begin the construction of, or operate any line, plant, or system, or route in or into a municipality or other territory already receiving a like service from another public utility, or establish service therein, without first having obtained from the authority, after written application and hearing, a certificate that the present or future public convenience and necessity require or will require such construction, establishment, and operation,

and no person or corporation not at the time a public utility shall commence the construction of any plant, line, system or route to be operated as a public utility, or the operation of which would constitute the same, or the owner or operator thereof, a public utility as defined by law, without having first obtained, in like manner, a similar certificate . . .

* * *

(c) After notice to the incumbent local exchange telephone company and other interested parties and following a hearing, the authority shall grant a certificate of convenience and necessity to a competing telecommunications service provider if after examining the evidence presented, the authority finds:

(1) The applicant has demonstrated that it will adhere to all applicable commission policies, rules and orders; and

(2) The applicant possesses sufficient managerial, financial, and technical abilities to provide the applied for services.

* * *

Furthermore, pursuant to Tenn. Code Ann. § 65-5-112 (2004), a competing telecommunications provider is required to file with the Authority (1) a plan containing the provider's plan for purchasing goods and services from small and minority-owned telecommunications businesses; and (2) information on programs that might provide technical assistance to such businesses.

The November 22, 2010 Hearing

Pursuant to Tenn. Code Ann. § 65-4-204 (2004), public notice of the Hearing in this matter was issued by the Hearing Officer on November 10, 2010. No persons sought intervention prior to or during the Hearing. On November 17, 2010, Mobilitie filed its *Motion of Mobilitie, LLC to Permit Gene Beall to Adopt the Sworn Pre-filed Testimony of Yvonne Schroeder De Orr and to Appear Telephonically at the Hearing on the Merits*. On November 18, 2010, the Hearing Officer granted Mobilitie's request in an *Order Granting Telephonic Appearance at Hearing*.

During the Hearing held on November 22, 2010, Mr. Gene Beall, who is responsible for strategy and services for Mobilitie, participated in the Hearing telephonically. Mr. Beall adopted the pre-filed testimony of Ms. Yvonne Schroeder De Orr, Senior Vice President/General Counsel, and was subject to examination by the panel. In accordance with the *Order Granting Telephonic Appearance at Hearing*, Sue Fores, a licensed Notary Public in good standing in the State of Washington, administered the testimonial oath to Mr. Beall and remained present with him throughout his examination and testimony. In addition, as required, the Authority received a properly executed *Witness Certification* and a *Notary Public Affidavit* on December 8, 2010. The Company was represented by Henry Walker, Esq., who appeared at the Hearing in person.

I. Mobilitie's Qualifications

1. Mobilitie is a corporation organized under the laws of the State of Nevada and was licensed to transact business in Tennessee by the Secretary of State as of January 29, 2007.

2. The complete street address of the registered agent for Mobilitie is National Registered Agents, Inc., 1900 Church Street, Suite 400, Nashville, Tennessee 37203. The complete street address of the corporate office of Mobilitie is 660 Newport Center Drive, Suite 200, Newport Beach, California 92660. The telephone number is (949) 999-5778.

3. The *Application* and supporting information existing in the record indicate that Mobilitie has the requisite technical and managerial ability to provide the applied for telecommunications services within the State of Tennessee. Specifically, Mobilitie's senior management team possesses sufficient business, technical and operational experience.

4. Mobilitie has the necessary capital and financial ability to provide the services it proposes to offer.

5. Mobilitie has represented that it will adhere to all applicable statutes, policies, rules and orders of the Authority.

II. Proposed Services

Mobilitie intends to offer wireline-based transport and backhaul services of voice and radio frequency signals to business customers in Tennessee. These business customers are telecommunications companies, primarily wireless providers. Mobilitie proposes to offer its services through a combination of its own facilities and facilities to be leased from a variety of telecommunications carriers.

III. Permitting Competition to Serve the Public Convenience and Necessity

Upon a review of the *Application* and the record in this matter, the panel found that approval of Mobilitie's *Application* would inure to the benefit of the present and future public convenience by permitting competition in the telecommunications services markets in the State and fostering the development of an efficient, technologically advanced statewide system of telecommunications services.

IV. Small and Minority-Owned Telecommunications Business Participation Plan and Business Assistance Program

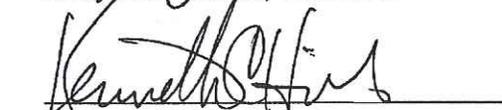
Mobilitie has filed a satisfactory small and minority-owned telecommunications business participation plan, pursuant to Tenn. Code Ann. § 65-5-112 (2004) and the Authority's Rules.

IT IS THEREFORE ORDERED THAT:

Mobilitie, LLC's *Application for Certificate to Provide Competing Local Telecommunications Services* is approved.



Mary W. Freeman, Chairman



Kenneth C. Hill, Director



Sara Kyle, Director

Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS: That we TN Backhaul Networks, LLC, a corporation duly organized under the laws of the State of Delaware; as Principal and The Hanover Insurance Company, as Surety, are held and firmly bound unto the Metropolitan Government of Nashville and Davidson County, TN as Oblige, in the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, the liability of the Surety being limited to the penal sum of this bond regardless of the number of years the bond is in effect.

WHEREAS the above bound Principal contemplates constructing communications facilities in the public right of way within the jurisdiction of said Oblige, and that has been issued a permit by said Oblige for this purpose. The above mentioned permit sets forth the terms and conditions which govern the access and use of the right of way and said permit is hereby specifically referred to and made part of this bond, with like force and effect as if herein at length set forth.

NOW, THEREFORE, if the principal does and shall well and truly observe, perform, fulfill, and keep its obligations as set forth in the above mentioned permit, then this obligation is void otherwise to remain in full force and effect unless cancelled as set forth below:

1. It shall be a condition precedent to any right of recovery hereunder that, in the event of any default on the part of the Principal, a written statement of the particular facts of such default shall be, within Thirty (30) days, delivered to Surety at it Home Office located at 440 Lincoln Street, Worcester, MA 01653 by registered mail to the Surety and the Surety shall not be obligated to perform Principals obligation until sixty (60) days after Surety's receipt of such statement.
2. The surety may cancel this bond at any time by giving Thirty (30) days notice, by registered mail or overnight courier service to 1 Public Square, Suite 205, Nashville, TN 37201 (Oblige).
3. No action, suit, or proceeding shall be maintained against the Surety on this bond unless the action is brought within twelve (12) months of the cancellation date of this bond.
4. Regardless of the number of years this bond may be renewed; in no event shall the liability of the Surety exceed the penal sum of this bond.
5. It is understood that the non-renewal of this bond by the Surety, or failure or inability of the Principal to file a replacement bond shall not constitute a loss recoverable by the Oblige under this bond.

Signed, sealed, and witnessed this 22nd day of March, 2016.

TN Backhaul Networks, LLC
Principal



[Handwritten Signature]
Witness

The Hanover Insurance Company
Surety

[Handwritten Signature]
Daniel Huckabay, Attorney-in-Fact

[Handwritten Signature]
Witness Karen Ritto

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On March 22, 2016 before me, Karen L. Ritto, Notary Public
(insert name and title of the officer)

personally appeared Daniel Huckabay
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
Karen L. Ritto

(Seal)



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Daniel Huckabay, Arturo Ayala, Dwight Reilly, Drew Ebright and/or Andrew Waterbury

of Commercial Surety Bond & Insurance Agency, Inc., Orange, CA and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Twenty Five Million and No/100 (\$25,000,000) in any single instance

WHEREAS, the Board of Directors of the Company duly adopted a resolution on March 24, 2014 authorizing and empowering certain officers of the Company to appoint attorneys-in-fact of the Company to execute on the Company's behalf certain surety obligations and other writings and obligations related thereto (the "Original Surety Resolution");

WHEREAS, the Company's Board of Directors wishes to affirm the continued authority of all of the attorneys-in-fact that were issued pursuant to the Original Surety Resolution prior to the date hereof and that remain issued and outstanding; and

WHEREAS, the Company's Board of Directors wishes to restate the Original Resolution and adopt certain related resolutions.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

NOW THEREFORE, be it hereby:

- RESOLVED: That the authority of all attorneys-in-fact of the Company validly issued pursuant to the Original Surety Resolution prior to the date hereof and that remain issued and outstanding as of the date hereof are hereby ratified, confirmed and approved in all respects.
- RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.
- RESOLVED: That all such surety Attorneys-in-facts issued by the Company from and including the date hereof shall be authorized pursuant to the foregoing resolution (the "Surety Resolution").
- RESOLVED: That the President or any Vice President of the Company, in conjunction with any Vice President, be and hereby are authorized and empowered to establish, and from time to time review and amend, written security measures, protocols and safeguards for all Attorneys-in-fact issued by the Company pursuant to the Surety Resolution, including without limitation, security features on the actual certificates issued by the Company and evidencing such Attorneys-in-fact.

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 9th day of July 2015.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

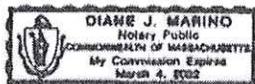
Robert Thomas
Robert Thomas, Vice President

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

J. Michael Peto
J. Michael Peto, Vice President

THE COMMONWEALTH OF MASSACHUSETTS }
COUNTY OF WORCESTER } ss.

On this 9th day of July 2015 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Diane J. Marino
Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 22nd day of March 2016.

CERTIFIED COPY

Theodore G. Martinez
Theodore G. Martinez, Vice President

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

S.S.

On March 24, 2016 before me, Yumi Corvera, Notary Public

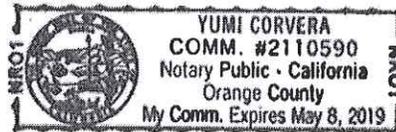
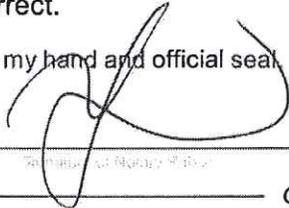
personally appeared Melissa Williams

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal



OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-fact
 Corporate Officer(s) _____

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other _____

- Additional Signer Signer(s) Thumbprints(s)

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "TN BACKHAUL NETWORKS, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTEENTH DAY OF FEBRUARY, A.D. 2016.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "TN BACKHAUL NETWORKS, LLC" WAS FORMED ON THE SEVENTEENTH DAY OF FEBRUARY, A.D. 2016.



5966545 8300

SR# 20160910953

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 201849453

Date: 02-18-16

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:19 PM 02/17/2016
FILED 03:19 PM 02/17/2016
SR 20160888563 - File Number 5966545

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

First: The name of the limited liability company is TN Backhaul
Networks, LLC

Second: The address of its registered office in the State of Delaware is 160
Greentree Drive, Ste 101 in the City of Dover
Zip code 19904. The name of its Registered agent at such address is
National Registered Agents, Inc.

Third: (Use this paragraph only if the company is to have a specific effective date of
dissolution: "The latest date on which the limited liability company is to dissolve is
_____".)

Fourth: (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation this
17th day of February, 2016.

By: /s/ Tracey Taylor
Authorized Person (s)

Name: Tracey Taylor

AMENDMENT NO. 2

TO

ORDINANCE NO. BL2016-325

Mr. President -

I move to replace the prior Amendment with Amendment #2 to Ordinance No. BL2016-325 as follows:

I. By amending Section 3 by deleting it In Its entirety and substituting therefore the following:

Section 3. Be it further enacted, that the following conditions shall be completed, bonded or satisfied as specifically required:

1. The connection between Eagle View Boulevard and Baby Ruth Lane shall be shown on the final site plan and shall be constructed with the first phase.
2. A greenway easement shall be provided along the stream that bisects the site consistent with Metro Greenway standards. The final site plan shall include the easement and shall be approved by Metro Greenways prior to final site plan approval.
3. Eagle View Boulevard shall be designed with a landscaped median; however, turn lanes with appropriate storage are permitted at locations approved by Metro Public Works and Metro Planning and shall be determined with the final site plan.
4. Eagle View Boulevard and Baby Ruth Lane shall provide ROW, sidewalks and planting strips per the Major and Collector Street Plan.
5. The requirements of the Metro Fire Marshal's Office for emergency vehicle access and adequate water supply for fire protection must be met prior to the Issuance of any building permits.
6. The final site plan shall depict a minimum 5 foot clear path of travel for pedestrian ways, Including public sidewalks, and the location of all existing and proposed obstructions. Prior to the issuance of use and occupancy permits, existing obstructions within the path of travel shall be relocated to provide a minimum of 5 feet of clear access.
7. If the UDO final site plan or final plat indicates that there is less acreage than what Is shown on the approved preliminary plan, the final site plan shall be appropriately adjusted to show the actual total acreage, which may require that the total number of dwelling units or total floor area be reduced.
8. To confirm satisfaction of the criteria restricting any future development of Section III (as shown on the Planning Commission approved plan) to age 55 and above, a deed restriction shall be filed with the Davidson County Register of Deeds requiring that the property be so restricted. Said deed restriction shall be filed prior to the submission of any Final UDO plan for Section III.
9. Architectural standards: Vinyl siding is prohibited. EIFS Is prohibited on all ground level facades which front a public way. Changes In material should occur horizontally on facades or where two masses meet. Construct buildings of high quality building materials that require little maintenance in order to demonstrate sustained quality and a sense of permanence. Brick and/or hardiplank material shall be used and subjected to further review with the final site plan.
10. Fencing/Screening/Landscaping: Refuse collection, recycling and mechanical

equipment shall be enclosed for a senior living, stacked flats, assisted living community. Enclosures shall be constructed of opaque-type materials such as architectural masonry or brick that is compatible with the aesthetics of the surrounding area, or a landscaped screen on three sides.

11. All utilities shall be underground. Utility poles and overhead wires are prohibited.

12. Raised table intersections shall be used to slow traffic and to highlight pedestrian crossings in front of the school. Concrete approaches shall slightly ramp up to integrally colored concrete.

13. An evaluation shall be conducted once the Community Education facility is operational to determine whether traffic calming measures are necessary. Traffic calming measures may include the following: roundabouts, chicanes, raised crossings, speed humps, or whatever other devices are deemed appropriate and are to be coordinated with Metro Public Works staff, Metro Planning Commission staff and the District Councilmember.

14. Sidewalks to be constructed on Baby Ruth Lane from the intersection of Mt. View Road and Baby Ruth Lane to Eagle View Boulevard. Funding for the construction of these sidewalks is to come from the Capital Improvement Budget.

II. By amending Section 4 by adding the following sentence at the end thereof:

Significant deviations or changes from these conditions, design standards or plan shall require approval by the Planning Commission and Metropolitan Council.

INTRODUCED BY:

Jacobia Dowell
Member of Council

AMENDMENT NO. ___
TO
ORDINANCE NO. BL2016-343

Mr. President,

I move to amend Ordinance No. BL2016-343 as follows:

I. By amending Section 1 by deleting section D of 13.18.020 in its entirety and replacing it with the following:

D. At its own expense, Attacher shall be solely responsible for ensuring that all Make Ready is done in full accordance with all applicable federal, state and local laws and regulations; and all applicable engineering and safety standards.

II. By further amending Section 1 by deleting section G of 13.18.020 in its entirety and replacing it with the following:

G. An Attacher that exercises the right to transfer, relocate, rearrange or alter a Pre-Existing Third Party User's facilities pursuant to this Chapter shall obtain and maintain, at its sole cost and expense, and file with the metropolitan clerk, a corporate surety bond with a surety company authorized to do business in the State of Tennessee and found acceptable by the metropolitan attorney, in the amount of one million dollars, in order to safeguard the public right of way, to guarantee timely performance of Make Ready construction and implementation of the telecommunication system, and to guarantee the Attacher's full compliance with all of the obligations set forth in this Chapter. Each such Attacher, to the extent permitted by applicable law, shall indemnify, defend and hold harmless an Owner from and against any action, suit, or proceeding (including the reasonable costs of defending such action, suit, or proceeding) arising from the Attacher's transfer, relocation, rearrangement or alteration, or arising from the Attacher's failure to comply with any provision of this Chapter.

III. By further amending Section 1 by inserting a new section H under 13.18.020, immediately after the new Section G above, as follows:

H. If an Attacher has been provided written notice by any Owner or Pre-Existing Third Party User that any anticipated Make Ready will not be in accordance with all applicable federal, state and local laws and regulations or all applicable engineering and safety standards ("Non-Accordance Notice"), the Attacher must provide a copy of the Non-Accordance Notice to the metropolitan department of law within seven (7) days, and within fourteen (14) days thereafter the Attacher shall execute an agreement approved by the metropolitan department of law providing for the Attacher to indemnify, defend, and hold harmless the metropolitan government, its officers, agents and employees against, from and against any action, suit, or proceeding (including the reasonable costs of defending such action, suit, or proceeding) related to the Non-Accordance Notice or any related Make Ready. No Make Ready related to the Non-Accordance Notice may proceed until the Attacher has executed a hold harmless agreement as described in this section.

IV. By further amending Section 1 by deleting former section H of 13.18.020 and replacing it with the following (now labeled section I):

I. Except as otherwise specified in this Chapter, in the event of a dispute arising out of this Chapter, the parties may exercise any of their legal rights, including the ability to negotiate a resolution in good faith.

INTRODUCED BY:

Bob Mendes

Steve Glover
Members of Council

SUBSTITUTE ORDINANCE NO. BL2016-353

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS5, CL, CN and IWD to R6-A and MUN-A zoning for properties located at 1517, 1519, 1521, 1523, and 1531 Jones Avenue, 802 and 804 Cherokee Avenue, 701 and 709 Chickasaw Avenue, at the southeast corner of Jones Avenue and Chickasaw Avenue (2.57 acres), all of which is described herein (Proposal No. 2016Z-065PR-001).

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By changing from RS5, CL, CN and IWD to R6-A and MUN-A zoning for properties located at 1517, 1519, 1521, 1523, and 1531 Jones Avenue, 802 and 804 Cherokee Avenue, 701 and 709 Chickasaw Avenue, at the southeast corner of Jones Avenue and Chickasaw Avenue (2.57 acres), being Property Parcel Nos. 117-124, 175 as designated on Map 071-12 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 071 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Councilmember Scott Davis

2016Z-065PR-001
Map 071-12, Parcel(s) 117-124, 175
Subarea 05, East Nashville
District 05 (S. Davis)

A request to rezone from RS5, CL, CN and IWD to R6-A and MUN-A zoning for properties located at 1517, 1519, 1521, 1523, and 1531 Jones Avenue, 802 and 804 Cherokee Avenue, 701 and 709 Chickasaw Avenue, at the southeast corner of Jones Avenue and Chickasaw Avenue (2.57 acres), requested by Councilmember Scott Davis and Freeman Construction, applicants; various property owners.



APN	Owner	PropAddr	PropCity	PropState	PropZip
07112011900	COLLIER, JERRY F. & VONNE C.	1531 JONES AVE	NASHVILLE	TN	37207
07112011800	KEITH, JASON R. & KIMBERLY D.	802 CHEROKEE AVE	NASHVILLE	TN	37207
07112011700	THOMASON, FORREST R. ET UX	804 CHEROKEE AVE	NASHVILLE	TN	37207
07112012000	COLLIER, JERRY F. & VONNE C.	1523 JONES AVE	NASHVILLE	TN	37207
07112012100	STOUT, MARK EDWARD	1521 JONES AVE	NASHVILLE	TN	37207
07112012400	KING, HEATHER	709 CHICKASAW AVE	NASHVILLE	TN	37207
07112012200	WILLIAMSON, MICHAEL P.	1519 JONES AVE	NASHVILLE	TN	37207
07112012300	WILLIAMSON, MICHAEL P. & VICKIE L.	701 CHICKASAW AVE	NASHVILLE	TN	37207
07112017500	WRIGHT, PATRICK W. & WILLIAMSON, M.P.	1517 JONES AVE	NASHVILLE	TN	37207

AMENDMENT NO. _____

TO

ORDINANCE NO. BL2016-371

Mr. President –

I move to amend Ordinance No. BL2016-371 as follows:

I. By inserting the following after Section 3, and renumbering the remaining sections as necessary.

Section 4. Be it further enacted, that the uses of this SP shall be limited to occupants and residents who are at least fifty-five (55) years of age, conditioned upon the recording of deed restrictions with the Register of Deeds ensuring the units are designated for persons of such age.

INTRODUCED BY:

Fabian Bedne
Member of Council

AMENDMENT NO. _____

TO

ORDINANCE NO. BL2016-371

Mr. President –

I move to amend Ordinance No. BL2016-371 as follows:

I. By inserting the following after Section 3, and renumbering the remaining sections as necessary.

Section 4. Be it further enacted, that the uses of this SP shall be limited to occupants and residents who are at least fifty-five (55) years of age, conditioned upon the recording of deed restrictions with the Register of Deeds ensuring the units are designated for persons of such age. Should this limitation be held by a court of competent jurisdiction to be contrary to any express provisions of law, or for any reason whatsoever be held invalid, then such limitation shall be null and void and shall be deemed separable from the remaining conditions herein and shall in no way affect the validity of any of the other provisions hereof.

INTRODUCED BY:

Robert Swope
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2016-373

Mr. President,

I move to amend Ordinance No. BL2016-373 as follows:

I. By deleting Section 1 in its entirety and substituting the following in lieu thereof:

Section 1. Section C of 6.28.030 is amended to add the following sentence at the end of the section: "Any advertising or description of a STRP on any internet website must: (a) prominently display the permit number for the STRP unit; or (b) include an image of the permit, or a link to an image of the permit, in which the permit number is legible."

INTRODUCED BY:

Bob Mendes
Member of Council, At Large

AMENDMENT NO. ___
TO
ORDINANCE NO. BL2016-375

Mr. President,

I move to amend Ordinance No. BL2016-375 as follows:

I. By deleting Section 1 in its entirety and substituting in lieu thereof the following:

Section 1: Section K of 6.28.030 is amended to delete the first sentence and replace it with the following: "The maximum number of occupants permitted on a STRP property at any one time shall not exceed twice the number of sleeping rooms; provided however that any STRP property with a valid permit as of November 30, 2016, is entitled to the maximum occupancy allowed prior to that date until the earlier of: (a) such time as there is any change in ownership of the STRP; or (b) such time that the STRP property ceases having a valid permit for any reason."

II. By renumbering Section 3 to be Section 2.

INTRODUCED BY:

Bob Mendes
Member of Council, At-Large

SUBSTITUTE
TO
ORDINANCE NO. BL2016-381

Mr. President,

I move to substitute the following for Ordinance No. BL2016-381:

SUBSTITUTE ORDINANCE NO. BL2016-381

**An ordinance to amend Chapter 6.28 of the Metropolitan Code
pertaining to Short Term Rental Property (STRP).**

WHEREAS, short-term rental of homes can provide a flexible housing stock that allows travelers a safe accommodation while contributing to the local economy; and

WHEREAS, short-term rental of homes can provide homeowners an opportunity to hold property in difficult economic circumstances or as an investment; and

WHEREAS, the needs of long-term residents should be balanced with the allowance of short-term rentals; and

WHEREAS, to further this goal, the application and enforcement procedures in Nashville's Short Term Rental Property ordinance should be modified.

NOW, THEREFORE BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1: Section 6.28.030(D) is amended to insert the following after the word "Application" and before the first sentence: "STRP permit applications shall be valid for sixty (60) calendar days from the date filed and shall expire if the application process has not been completed within that time."

Section 2: Paragraph 3 of Section 6.28.030(D)(3) is deleted in its entirety and replaced with the following: "Proof of written notification to the owner of each adjacent property prior to filing the application. For each such adjacent property, proof of written notification shall be: (a) a signature of an owner; (b) a signed receipt of U.S. registered or certified mail addressed to an owner; or (c) notice from the U.S. Postal Service that registered or certified mail to an owner was refused or not timely accepted."

Section 3: Add the following Paragraph 5 to Section 6.28.030(D): "For owners applying for an owner-occupied permit, two documents giving proof of owner occupation shall be provided. Acceptable documentation includes Tennessee Driver's license or other valid State of Tennessee identification card, Davidson County voter registration card, or a bank statement, each showing the owner's name and address matching that of the property to be utilized for short term rental."

Section 4: Section F of 6.28.030 is amended to read as follows: "All STRP occupants shall abide by all applicable noise restrictions and regulations regarding the public peace and welfare contained in the Metropolitan Code, and all applicable waste management provisions of Chapter 10.20 of the Metropolitan Code."

Section 5: Section H of 6.28.030 is amended by inserting the following sentence at the beginning: "Parking shall be provided as required by Section 17.20.030."

Section 6: Section N of 6.28.030 is deleted in its entirety and replaced with the following:

N. Expiration of permit.

1. A STRP permit shall expire three hundred sixty-five days after it is issued unless it is renewed prior to its expiration.

2. For STRP units that have received no documented complaints to Metro Codes, Police, or Public Works during the most recent permit period, a renewal application may be submitted by mail, online, or in person according to regulations promulgated by the Metro Codes Department.

All such renewal applications shall include:

(a) the payment of a fifty dollar renewal fee; and

(b) a statement verified by affidavit that:

(i) includes all of the information required in an application under Part D of this Section 6.28.030; and

(ii) the STRP continues to be in full compliance with all applicable laws, including the payment of all applicable taxes.

3. For an STRP that has received no documented complaints to Metro Codes, Police, or Public Works during the most recent permit period, a 30 day grace period for renewal after the expiration of the STRP permit may be allowed by the Board of Zoning Appeals, after an appeal, upon a showing by the owner of a reasonable explanation other than neglect or mistake for the delay.

4. For an STRP with documented complaints to Metro Codes, Police, or Public Works during the most recent permit period, no grace period shall be allowed and all permit renewal applications shall be submitted timely. After the full resolution of all documented complaints to the reasonable satisfaction of Metro Codes Department, the permit may be renewed upon the payment of a fifty dollar renewal fee, and the submission of a statement verified by affidavit that includes all of the information required in an application under Part D of this Section 6.28.030. If the permit expires before all documented complaints are fully resolved, the STRP shall cease operating and not resume operating unless the permit is renewed.

Section 7: Section Q of 6.28.030 is deleted in its entirety and replaced with the following:

Q. Types of permits, and quantities

1. STRP permit holders shall obtain a use permit from the zoning administrator as an accessory use to the primary residential use pursuant to section 17.16.250.E. of the Metropolitan Code.

2. There shall be three types of permits issued as follows:

(a) Type 1 (Owner-Occupied): A Type 1 permit is available only for an owner-occupied STRP. Metro Codes Department shall promulgate regulations to ensure that the unit satisfies the definition of owner-occupied in this section.

(b) Type 2 (Not Owner-Occupied): A Type 2 permit is available for units that are in: (i) single-family, duplex, or non-conforming triplex or quadplex in residential zoning districts; and (ii) not owner-occupied.

(c) Type 3 (Not Owner-Occupied Multifamily): A Type 3 permit is available for units that are: (i) multifamily apartments or condominiums; and (ii) not owner-occupied.

3. Limits on quantities: No more than three percent of the single-family or two-family residential units within each census tract shall be permitted as Type 2 non-owner-occupied short-term rental use as determined by the zoning administrator.

4. Only one permit shall be issued per lot for single-family homes, two-family homes, triplexes, and quadplexes.

Section 8: Section R(1) of 6.28.030 shall be revised to read as follows: "Upon the filing of a complaint regarding a STRP permit, the department of codes administration shall notify the permit holder in writing of such complaint."

Section 9: Section R(2) of 6.28.030 shall be revised to read as follows: "If the Zoning Administrator determines, based on reasonably reliable information that the Zoning Administrator has obtained including without limitation public records or reports, records of regularly conducted activity, or a direct or online statement against a person's own interest, that three violations of this section or any other ordinance or law have occurred within a 12 month period, the permit to operate a STRP shall be revoked."

Section 10: Section Q of 6.28.030 is moved to become Section C of 6.28.030. The existing Sections C through P shall be each moved to become Sections D through Q, respectively. All references to sections of 6.28.030 in Sections 1-9 of this ordinance refer to the existing sections of 6.28.030 prior to being moved. To the extent necessary, all references in the Metro Code to the sections of 6.28.030 that are being moved shall be updated.

Section 11: That this Ordinance shall take effect from and after its passage, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Burkley Allen

Bob Mendes
Members of Council

**SUBSTITUTE
TO
ORDINANCE NO. BL2016-382**

Mr. President,

I move to substitute the following for Ordinance No. BL2016-382:

SUBSTITUTE ORDINANCE NO. BL2016-382

**An ordinance to amend Chapter 6.28 of the Metropolitan Code
pertaining to types and quantities of Short Term Rental Property.**

WHEREAS, the needs of long-term residents should be reasonably balanced with the allowance of short-term rentals; and

WHEREAS, to further this goal, Nashville's Short Term Rental Property ordinance should be modified; and

NOW, THEREFORE BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1: The second sentence of Part Q of Section 6.28.030 is deleted and replaced with the following as a new subpart of Part Q:

___ Limits on quantities

(a) Type 2: No more than one percent of the units eligible for Type 2 status within each census tract shall be permitted as a Type 2 STRP unit; provided however that any Type 2 STRP unit with a valid permit as of November 30, 2016, may continue to have its permit renewed under the terms of this section until such time as there is any change in ownership of the STRP.

(b) Type 3: No more than one percent of the units eligible for Type 3 status within each census tract shall be permitted as a Type 3 STRP unit; provided however that any Type 3 STRP unit with a valid permit as of November 30, 2016, may continue to have its permit renewed under the terms of this section until such time as there is any change in ownership of the STRP.

INTRODUCED BY:

Bob Mendes
Member of Council, At-Large