An ordinance authorizing Vision Nashville West End, LLC to construct, install, and maintain aerial and underground encroachments at 110 20th Avenue North (Proposal No. 2024M-021EN-001).

WHEREAS, Vision Nashville West End, LLC plans to construct, install and maintain a subgrade NES vault, encroaching into the public right-of-way on Hayes Street, and overhead canopy and blade signage, encroaching into the public right-of-way at 110 20th Avenue North and Alley 382; and,

WHEREAS, as set forth in the License Agreement for Private Encroachments Into the Public Right of Way, attached hereto as "Exhibit A", and incorporated by reference herein, Vision Nashville West End, LLC, has agreed to indemnify and hold the Metropolitan Government of Nashville and Davidson County harmless of any and all claims for damages of every nature and kind resulting from or arising from the installation of said aerial and underground encroachments; and,

WHEREAS, Metropolitan Code of Laws § 13.08.030 allows the Council of the Metropolitan Government of Nashville and Davidson County to, by ordinance, grant encroachments, permits or privileges to construct, install, operate and/or maintain an encroachment in, on, over, or under any street, road, alley, sidewalk, or other public way.

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

- Section 1. That subject to the requirements, limitations and conditions contained herein, Vision Nashville West End, LLC is hereby granted the privilege to construct and maintain aerial and underground encroachments, as described in Proposal No. 2024M-021EN-001, in accordance with the plans on file in the office of the Director of the Nashville Department of Transportation and Multimodal Infrastructure ("NDOT"), and attached hereto as Exhibit B.
- Section 2. That the authority granted hereby for the construction, installation, operation, and maintenance of said aerial and underground encroachments under Proposal No. 2024M-021EN-001, shall not be construed as a surrender by the Metropolitan Government of its rights or power to pass resolutions or ordinances regulating the use of its streets, or the right of the Metropolitan Government through its legislative body, in the interest of public necessity and convenience to order the relocation of said facilities at the expense of Vision Nashville West End, LLC
- Section 3. That construction and maintenance of said aerial and underground encroachments under Proposal No. 2024M-021EN-001 shall be under the direction, supervision, and control of the Director of NDOT, and its installation, when completed, must be approved by said Director.
- Section 4. That this Ordinance confers upon Vision Nashville West End, LLC a privilege and not a franchise, and the Mayor and the Metropolitan Council herein expressly reserve the right to repeal this Ordinance, whenever, in their judgment, a repeal may be demanded by public welfare, and such repeal shall confer no liability on the Metropolitan Government of

Nashville and Davidson County, its successors and assigns, by reason of said repeal. In the event of such repeal by said Metropolitan Government, Vision Nashville West End, LLC, its successors and assigns, shall remove said aerial and underground encroachments at their own expense.

Section 5. Vision Nashville West End, LLC shall pay all costs incident to the construction, installation, operation and maintenance of said aerial and underground encroachment under Proposal No. 2024M-021EN-001, and shall save and hold the Metropolitan Government of Nashville and Davidson County harmless from all suits, costs, claims, damages or judgments in any way connected with said construction, installation, operation and maintenance of said aerial and underground encroachment and shall not claim, set up or plead, as a defense, in the event of joint liability, with or without suit, that it and the Metropolitan Government were joint wrongdoers. Vision Nashville West End, LLC shall be responsible for the expense, if any, of repairing and returning the right-of-way to the condition which it was in prior to the installation of said aerial and underground encroachment, and for any street closure.

Section 6. That the authority granted to Vision Nashville West End, LLC, as herein described, shall not in any way interfere with the rights of the Metropolitan Government, its agents, servants, and/or contractors and utility companies, operating under franchise from the Metropolitan Government to enter, construct, operate, maintain, repair, rebuild, enlarge, and patrol its now existing or future utilities, including drainage facilities, together with their appurtenances, and to do any and all things necessary and incidental thereto.

Section 7. Vision Nashville West End, LLC shall and is hereby required to furnish the Metropolitan Government of Nashville and Davidson County a certificate of public liability insurance, naming the Metropolitan Government as an insured party, of at least \$4,000,000 dollars aggregate, for the payment of any judgment had on any claim, of whatever nature, made for actions or causes of action arising out of, or connected with, the construction or installation of said aerial and underground encroachment. Said certificate of insurance shall be filed with the Metropolitan Clerk and NDOT prior to the granting of a permit, and the insurance required herein shall not be canceled without the insurance company or companies first giving thirty (30) days written notice to the Metropolitan Government of Nashville and Davidson County.

Section 8. That said construction shall be carefully guarded and protected, and shall be completed promptly, so as to cause the least inconvenience to the public. The acceptance by Vision Nashville West End, LLC of all provisions of this Ordinance shall be determined by the beginning of work.

Section 9. The authority granted pursuant to this Ordinance shall not become effective until the certificate of insurance, as required in Section 7, has been posted with the Metropolitan Clerk and NDOT.

Section 10. This Ordinance shall take effect from and after its adoption, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

Assistant Metropolitan Attorney

RECOMMENDED BY:	INTRODUCED BY:
Signed by: Diana W. Alarcon/Kl	
Diana W. Alarcon, Director Nashville Department of Transportation And Multimodal Infrastructure	
APPROVED AS TO INSURANCE: Docusigned by: Balogun Coll Insurance and Claims Manager	Member(s) of Council
APPROVED AS TO FORM AND LEGALITY: DocuSigned by: Erica Haber	

Proposal No. 2024M-021EN-001

Client#: 302678

4CORD₃	CERTIFICA	ATF OF	LIARII	ITY INSUE	SANCE
1001101		\ L \ U 			~~~

DATE (MM/DD/YYYY) 7/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION (ONLY AND CONFERS NO RIGHTS UPON THE CERTI	FICATE HOLDER, THIS
CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AME	END, EXTEND OR ALTER THE COVERAGE AFFORDS	ED BY THE POLICIES
BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTI	TUTE A CONTRACT BETWEEN THE ISSUING INSUR	ER(\$), AUTHORIZED
REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOL	DER.	

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

PRODUCER	NAME: Charlene Nilsson				
EPIC Insurance Midwest	PHONE (AIC, No, Ext): 502-780-5531 (AIC, No):				
2550 Meridian Blvd Suite 200, Office 240 Franklin, TN 37067	E-MAIL ADDRESS: charlene.nilsson@epicbrokers.com				
	INSURER(S) AFFORDING COVERAGE	NAIC #			
	INSURER A: National Fire Insurance Co of Hartford	20478			
INSURED	INSURER B : Markel American Insurance Company	28932			
Vision Hospitality Group, Inc.	INSURER C : American Casualty Co of Reading, PA	20427			
411 Broad Street, Suite 400	INSURER D : Navigators Insurance Company	42307			
Chattanooga, TN 37402	and other E.	35289			
	INSURER F : Continental Casualty Company	20443			

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 BANY 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.

	EXCLUSIONS AND CONDITIONS OF SUCH FOLICIES. LIMITS SHOWN MAT HAVE BEEN REDUCED BY FAID COMMS.							
INSR		ADDL INSR	SUBR W/D	POLICY NUMBER	(MM/DDYYYYY)	(MM/DDYYYYY)	LIMITS	
Α	X COMMERCIAL GENERAL LIABILITY	X	X	7094472344	10/01/2024	10/01/2025		\$1,000,000
1	CLAIMS-MADE X OCCUR	ı					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
ı	X Stop Gap - OH	ı					MED EXP (Any one person)	\$15,000
ı		ı					PERSONAL & ADV INJURY	\$1,000,000
ı	GENL AGGREGATE LIMIT APPLIES PER:	ı					GENERAL AGGREGATE	\$2,000,000
ı	POLICY PRO- JECT X LOC	ı					PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:						EBL	\$1M/\$2M
F	AUTOMOBILE LIABILITY	Х	X	7094595769	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
ı	X ANY AUTO	ı					BODILY INJURY (Per person)	\$
ı	AUTOS ONLY X SCHEDULED	ı					BODILY INJURY (Per accident)	\$
ı	X AUTOS ONLY X NON-OWNED AUTOS ONLY	ı					PROPERTY DAMAGE (Per accident)	\$
								\$
В	X UMBRELLA LIAB X OCCUR			MLKM6MM70000781	10/01/2024	10/01/2025	EACH OCCURRENCE	\$5,000,000
ı	EXCESS LIAB CLAIMS-MADE	ı					AGGREGATE	\$5,000,000
	DED X RETENTION \$10,000							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7094472358	10/01/2024	10/01/2025	X PER OTH-	
ı	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$1,000,000
ı	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
L	If yes, describe under DESCRIPTION OF OPERATIONS below	L					E.L. DISEASE - POLICY LIMIT	\$1,000,000
D	Excess-2nd Layer			GA23EXRZ017SEVIV	10/01/2024	10/01/2025	\$10,000,000	
Ε	Excess-3rd Layer	ı		7094472053	10/01/2024	10/01/2025	\$15,000,000	
	Excess- 4th Layer			EXA157283124NF	10/01/2024	10/01/2025	\$20,000,000	
DES	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							

Entity Name: Vision Nashville West End, LLC

Encroachment Only - Applicable to Area of 110 20th Avenue North, Nashville, TN 37203

Notice of Cancellation: 30 days except 10 days for non-payment of premium.

CERTIFICATE HOLDER CANCELLATION

> The Metropolitan Government of Nashville & Davidson County Metro Legal & Claims c/o Insurance & Safety Division 222 3rd Avenue North, Ste 501 Nashville, TN 37201

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

AUTHORIZED REPRESENTATIVE poplitikas.

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ACORD 25 (2016/03) 1 of 1 The ACORD name and logo are registered marks of ACORD #S7760418/M7498382

CLEWI

LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS INTO THE PUBLIC RIGHT OF WAY

I/We, Vision Nashville West End ___, LLC, in consideration of the Resolution No. _____, to construct, maintain, install and/or operate an encroachment into, onto, over, or under the public right of way located at in Nashville, Davidson County, Tennessee, do hereby, for myself, my agents, customers, and assigns, waive and release and hold harmless The Metropolitan Government of Nashville and Davidson County, its agents, employees, and assigns from any and all claims, rights, or demands for damages that may arise from my/our use, construction and/or maintenance of the encroachment, to wit: (SEE ATTACHED DESCRIPTION OF ENCROACHMENT). I/We hereby certify to the Metropolitan Government of Nashville and Davidson County that I/We have executed a bond or liability insurance policy in such amount as agreed upon by the Director of NDOT and the Metropolitan Attorney, and in the form approved by the Metropolitan Attorney (per Metropolitan Code Section 38-1-1), which operates to indemnify and save The Metropolitan Government of Nashville and Davidson County harmless from all claims or demands that may result to persons or property by reason of the construction, operations or maintenance of the encroachment. I/We further agree that my/our obligations hereunder may not be assigned except upon approval of the Director of NDOT and the Metropolitan Attorney. I/We further acknowledge that any action that results in a failure to maintain said bond or liability insurance for the protection of The Metropolitan Government of Nashville and Davidson County shall operate to the granting of a lien to The Metropolitan Government of Nashville and Davidson County in the amount of the last effective bond/insurance policy. Said insurance or bond may not be cancelable or expirable except on 30 days' notice to the Director of NDOT. I/We further recognize that the license granted hereby is revocable by The Metropolitan Government upon recommendation of the Director of NDOT and approval by resolution of the Metropolitan County Council if it is determined to be necessary to the public welfare and convenience. In the event the Metropolitan Government revokes this license as contemplated by this paragraph, licensee will not be entitled to any compensation of any kind. This license shall also be strictly subject to the right of way easement owned by The Metropolitan Government. I/We agree to maintain, construct and use the encroachment in such a way as will not interfere with the rights and duties of the Metropolitan Government

as owner of the right of way. Said interference shall be additional grounds for revocation of the license for encroachment. I/We agree to pay the cost of construction, maintenance, use, as well as relocations cost of said encroachment. Licensee's failure to complete construction of the contemplated encroachment within 36 months of the date of approval by the Metropolitan Council will cause this license to terminate automatically. In the event the encroachment contemplated by this license is substantially destroyed, this license shall terminate unless fully restored by licensee within 36 months from the date of such destruction. In the event this license is revoked or terminated for any reason, licensee shall restore all public property to the condition obtaining at the time the license became effective at licensee's sole cost and expense.

DATE: July 28, 2025

Owner of Property) Kevin D. Warwick, Agent for Owner

110 20th Avenue North

(Address of Property)

Nashville, TN 7203

(City and State)

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Sworn to and subscribed before

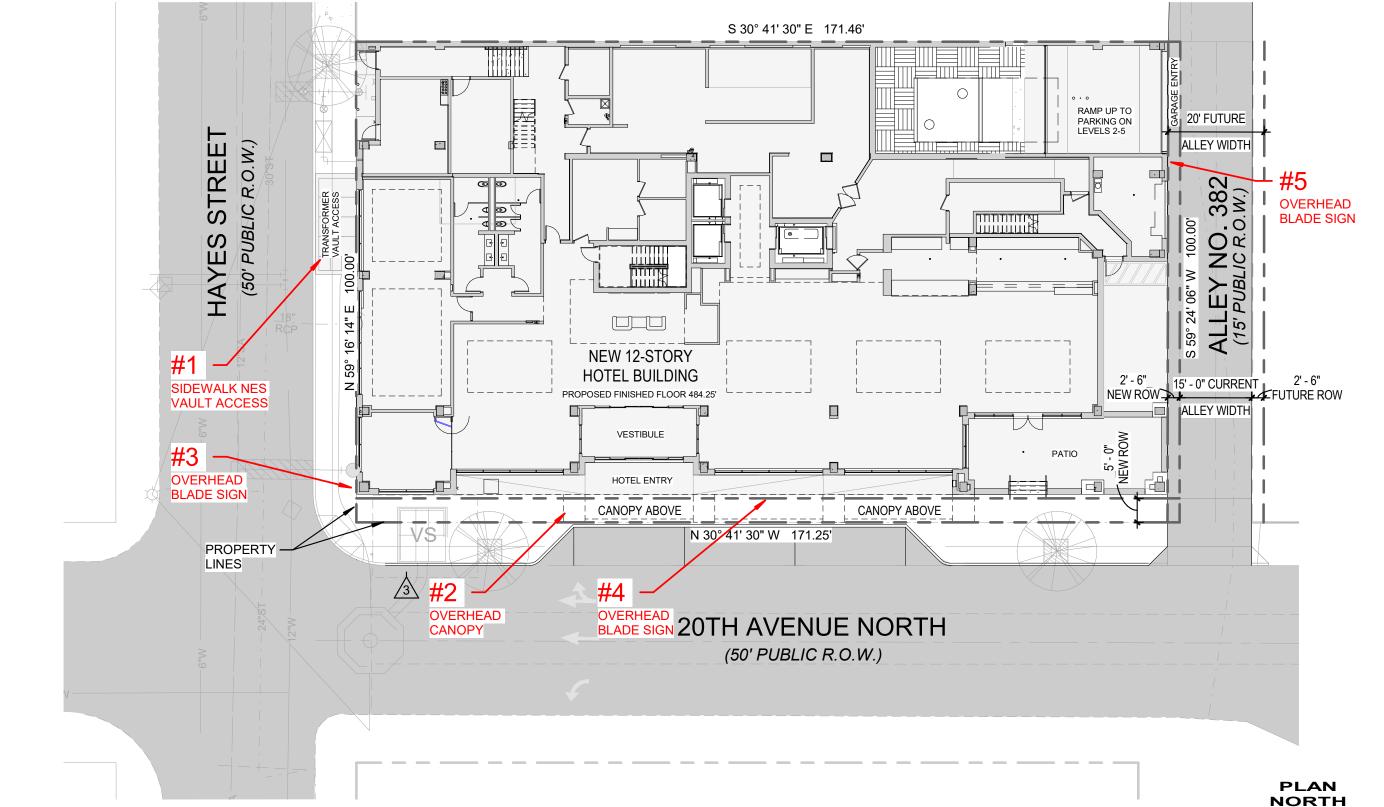
Me this 28 day of JULY , 2025

My Commission Expires: 3-13-2028

Docusign Envelope ID: 924EF9E8-AF6E-4B62-8A23-4715CBFEB555

MANDAIORY REFERRAL EXHIBITIEMS:

- 1. ENCROACHMENT OF NES VAULT/ACCESS WITHIN SIDEWALK ON HAYES ST.
- 2. ENCROACHMENT OF OVERHEAD CANOPY ON 20TH AVE.
- 3. ENCROACHMENT OF 15" DEEP BLADE SIGN ON HAYES ST.
- 4. ENCROACHMENT OF 21" DEEP BLADE SIGN ON 20TH AVE.
- 5. ENCROACHMENT OF 8" DEEP BLADE SIZE ON ALLEY 382



MRE-1

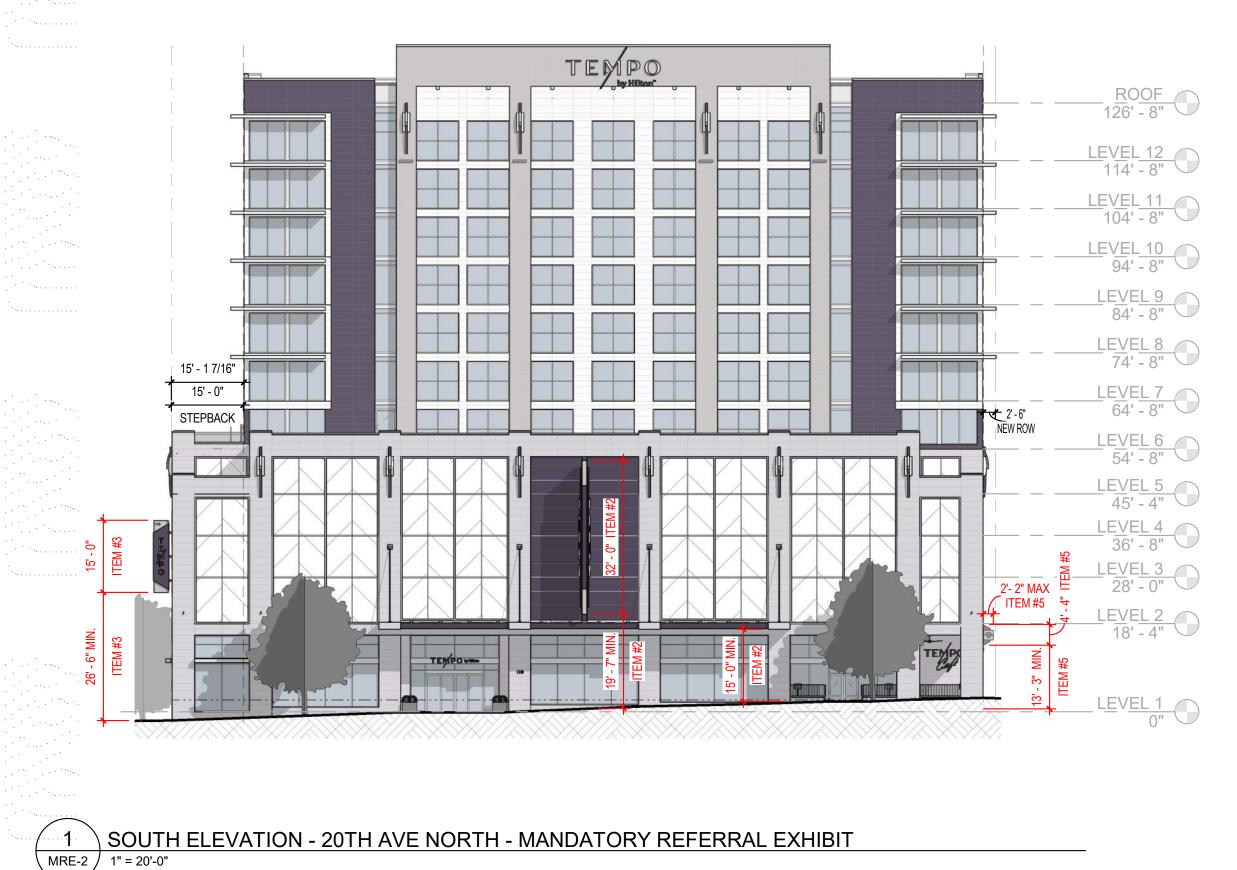
ARCHITECTURAL SITE PLAN - MANDATORY REFERRAL EXHIBIT

1" = 20'-0"

20210030 05/01/24 MRE-1 # JOB No: SHEET DATE: PRINTING & REVISIONS PROJECT: TEMPO BY HILTON 110 20TH AVENUE NORTH NASHVILLE. TN 37203 TITLE

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- 1. ENCROACHMENT OF NES VAULT/ACCESS WITHIN SIDEWALK ON HAYES ST.
- 2. ENCROACHMENT OF OVERHEAD CANOPY ON 20TH AVE.
- 3. ENCROACHMENT OF 15" DEEP BLADE SIGN ON HAYES ST.
- 4. ENCROACHMENT OF 21" DEEP BLADE SIGN ON 20TH AVE.
- 5. ENCROACHMENT OF 8" DEEP BLADE SIZE ON ALLEY 382



BCA-STUDIOS

A R C H I T E C T S

Gainesville - Atlanta

1 WEST COURT SQUARE A R C Gainesv

ELEVATION

SOUTH

110 2OTH AVENUE NORTH NASHVILLE TN 37203

PROJECT: TEMPO BY HILTON

20210030

JOB No:

PRINTING & REVISIONS

05/01/24

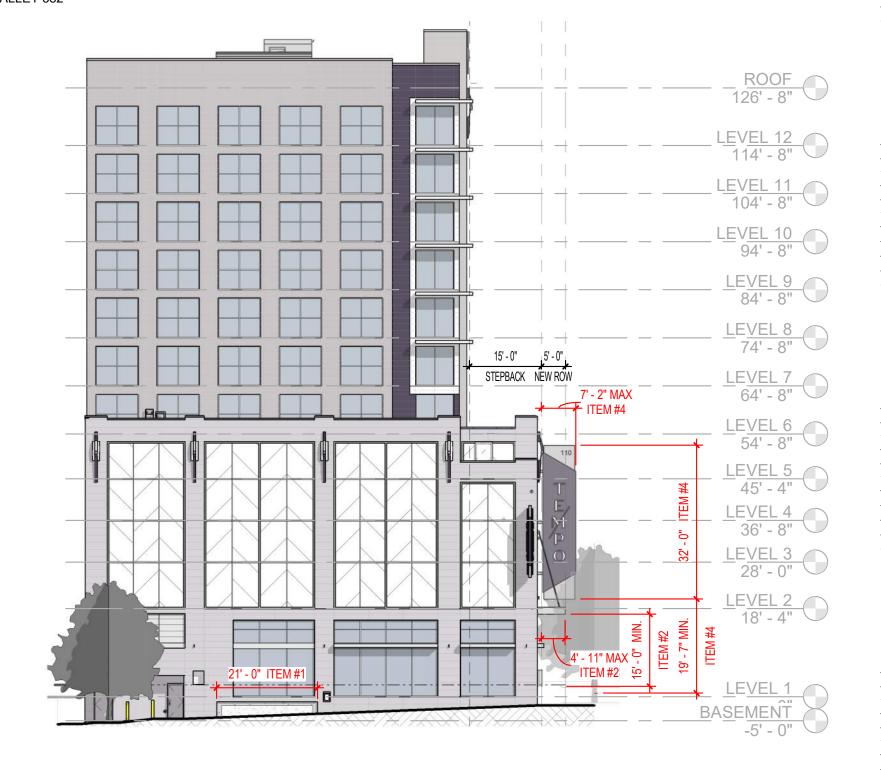
DATE

MRE-2

#

SHEET

- 1. ENCROACHMENT OF NES VAULT/ACCESS WITHIN SIDEWALK ON HAYES ST.
- 2. ENCROACHMENT OF OVERHEAD CANOPY ON 20TH AVE.
- 3. ENCROACHMENT OF 15" DEEP BLADE SIGN ON HAYES ST
- 4. ENCROACHMENT OF 21" DEEP BLADE SIGN ON 20TH AVE.
- 5. ENCROACHMENT OF 8" DEEP BLADE SIZE ON ALLEY 382



20210030 05/01/24

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PRINTING & REVISIONS

PROJECT: TEMPO BY HILTON

ELEVATION

WEST

TITLE

A-STUDIOS

CHITECTS

e sville - Atlanta

i west court square
sure 540

Gain

CA

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110 20TH AVENUE NORTH NASHVILLE TN 37203

DATE

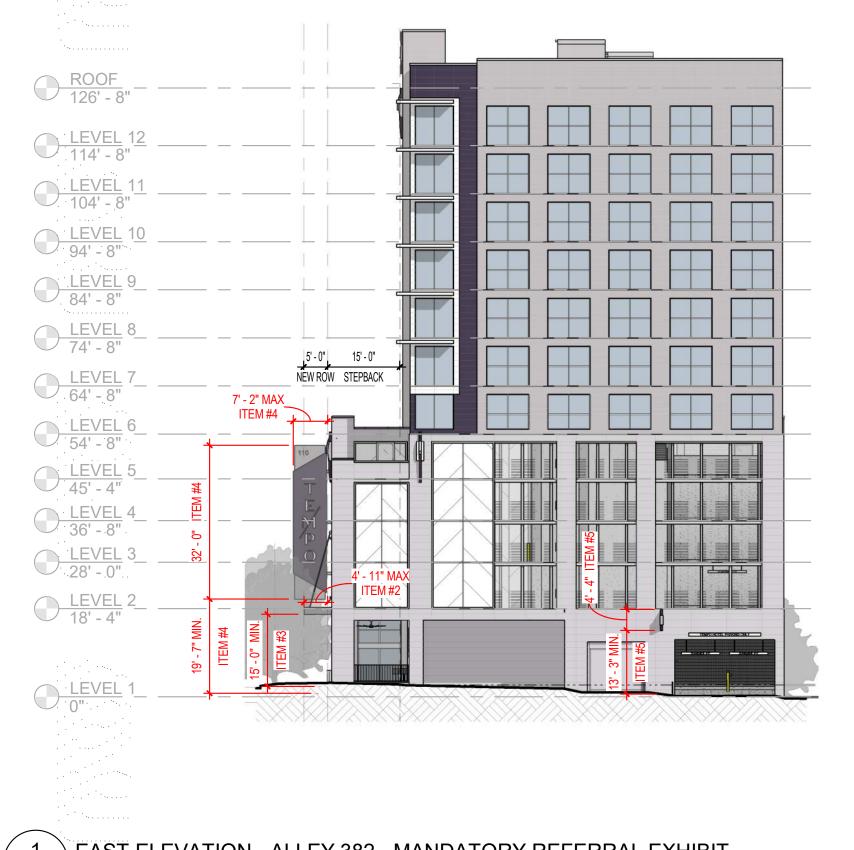
MRE-3

#

SHEET

WEST ELEVATION - HAYES ST. - MANDATORY REFERRAL EXHIBIT

- 1. ENCROACHMENT OF NES VAULT/ACCESS WITHIN SIDEWALK ON HAYES ST.
- 2. ENCROACHMENT OF OVERHEAD CANOPY ON 20TH AVE.
- 3. ENCROACHMENT OF 15" DEEP BLADE SIGN ON HAYES ST.
- 4. ENCROACHMENT OF 21" DEEP BLADE SIGN ON 20TH AVE.
- 5. ENCROACHMENT OF 8" DEEP BLADE SIZE ON ALLEY 382



20210030 05/01/24

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PRINTING & REVISIONS

PROJECT: TEMPO BY HILTON

ELEVATION

EAST

TITLE

BCA-STUDIOS

A R C H I T E C T S
G a in e s v i I le - A + I a n + a

1 west court source

110 2OTH AVENUE NORTH NASHVILLE. TN 37203

DATE

MRE-4

#

SHEET

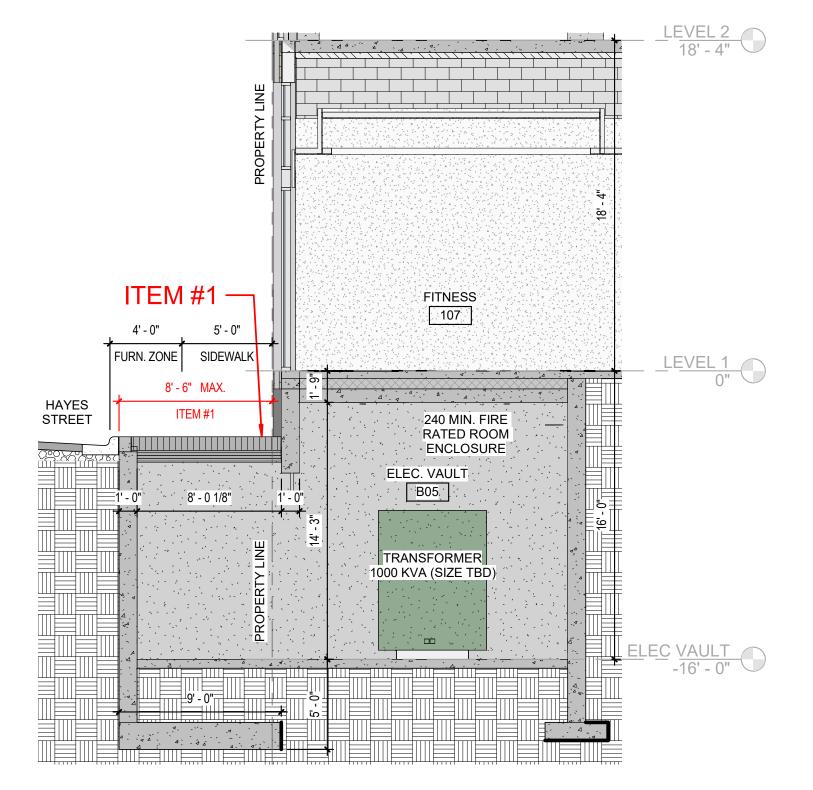
COPYRIGHT -202

1 \ EAST ELEVATION - ALLEY 382 - MANDATORY REFERRAL EXHIBIT

MRE-4

1" = 20'-0"

- 1. ENCROACHMENT OF NES VAULT/ACCESS WITHIN SIDEWALK ON HAYES ST.
- 2. ENCROACHMENT OF OVERHEAD CANOPY ON 20TH AVE.
- 3. ENCROACHMENT OF 15" DEEP BLADE SIGN ON HAYES ST.
- 4. ENCROACHMENT OF 21" DEEP BLADE SIGN ON 20TH AVE.
- 5. ENCROACHMENT OF 8" DEEP BLADE SIZE ON ALLEY 382



MANDATORY REFERRAL EXHIBIT

REMOVEABLE GALVANIZED STEEL SIDEWALK GRATES:

- + OHIO GRATINGS INC. (OGI) WHEELS N' HEELS INVENT
- + MODEL 64-7-WH-63 3/16" GRADE 50 CARBON STEEL
- + H-20 LOAD RATED
- + HIGH-HEEL RATING COMPLIANT
- + SLIP RESISTANT ONGRIP SPRAY APPLIED SAFETY TRACTION COATING
- + ADA COMPLIANT
- + SLOTS IN GRATING RUN PERPENDICULAR TO PATH OF SIDEWALK TRAVEL

20210030

JOB No:

PRINTING & REVISIONS

PROJECT: TEMPO BY HILTON

BCA

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ITEM #1 DETAILS

TITLE

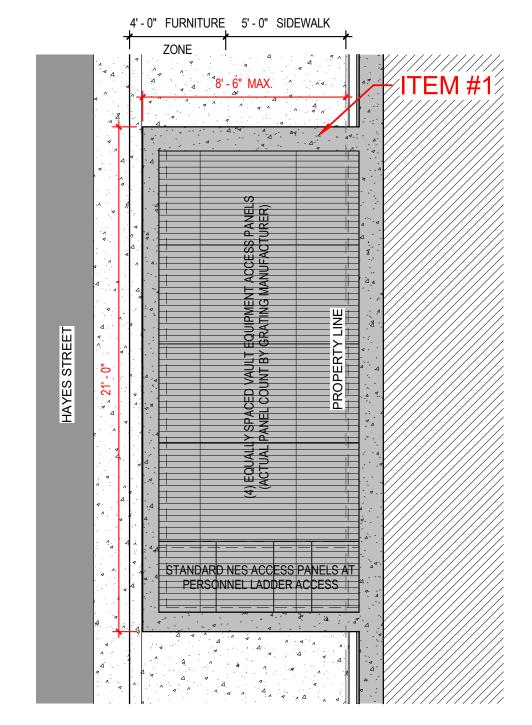
05/01/24

DATE

MRE-5

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SHEET



SIDEWALK SECTION DETAIL 3/16" = 1'-0"

1/4" = 1'-0"

SIDEWALK GRATING PLAN DETAIL

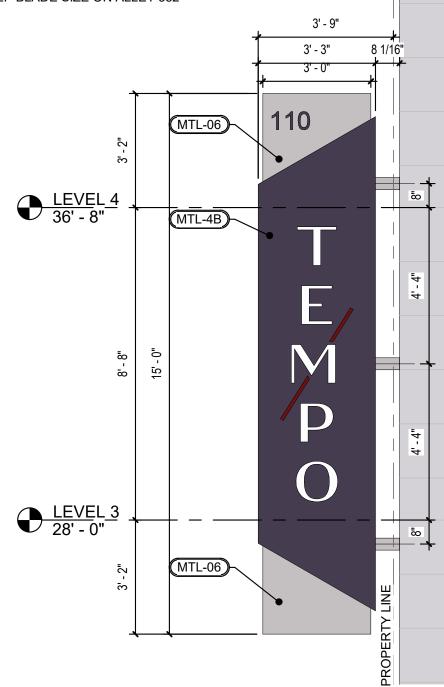
MANDATORY REFERRAL EXHIBIT

MRE-5

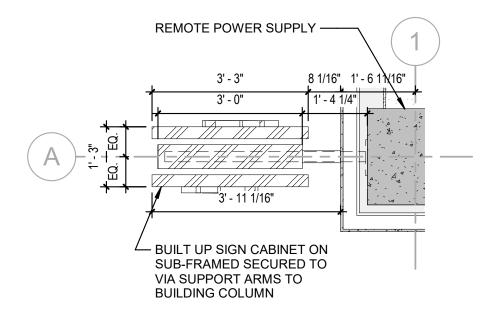
MRE-5

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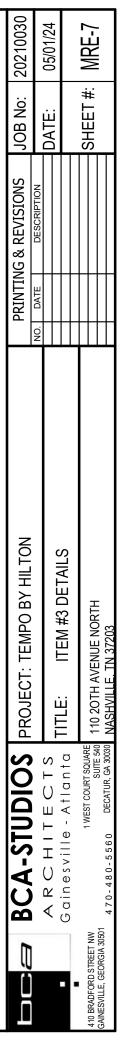
- 1. ENCROACHMENT OF NES VAULT/ACCESS WITHIN SIDEWALK ON HAYES ST.
- 2. ENCROACHMENT OF OVERHEAD CANOPY ON 20TH AVE.
- 3. ENCROACHMENT OF 15" DEEP BLADE SIGN ON HAYES ST.
- 4. ENCROACHMENT OF 21" DEEP BLADE SIGN ON 20TH AVE.5. ENCROACHMENT OF 8" DEEP BLADE SIZE ON ALLEY 382

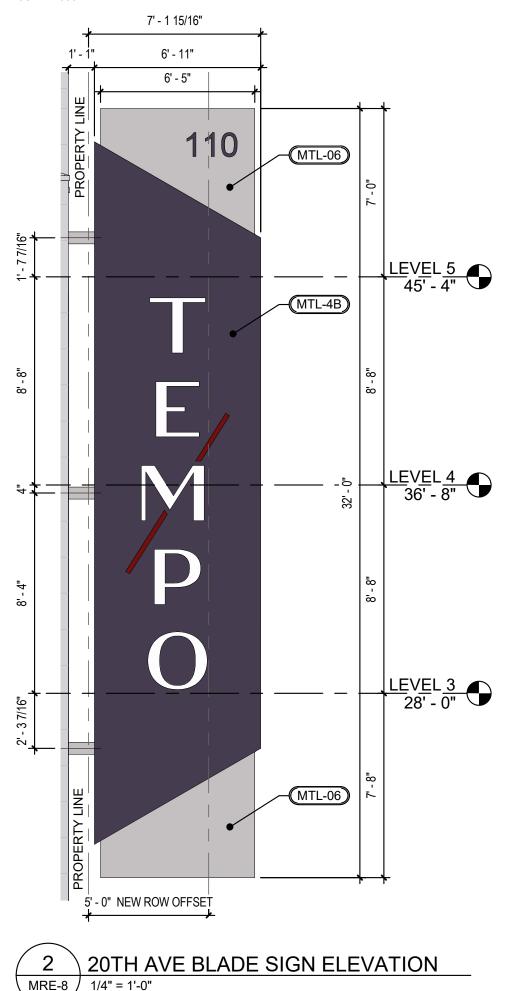


HAYES STREET BLADE SIGN ELEVATION MRE-7 3/8" = 1'-0"









1. ENCROACHMENT OF NES VAULT/ACCESS WITHIN SIDEWALK ON HAYES ST.

20210030

JOB No:

PRINTING & REVISIONS

PROJECT: TEMPO BY HILTON

BCA-STUDIOS

ITEM #4 DETAILS

TITLE

A R O

110 20TH AVENUE NORTH NASHVILLE. TN 37203

05/01/24

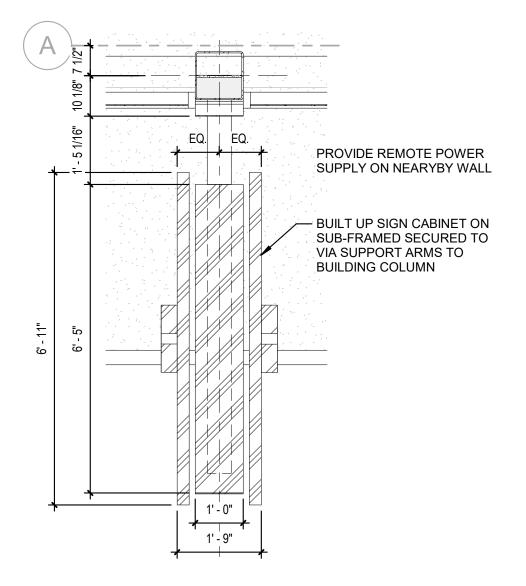
DATE:

MRE-8

#

SHEET

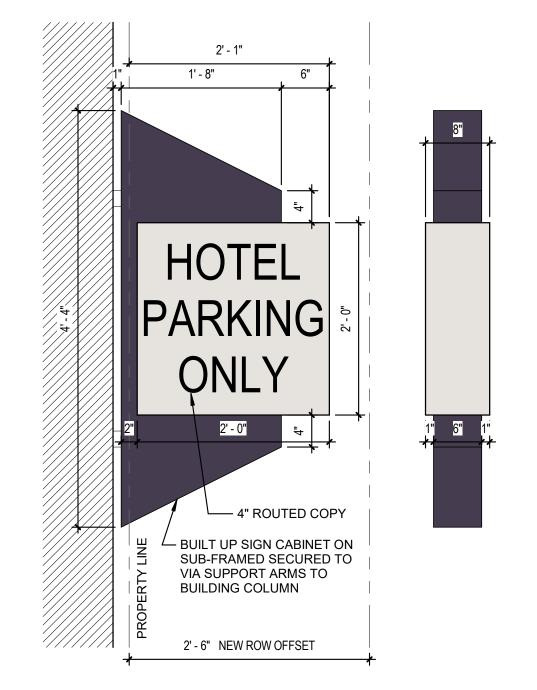
- 2. ENCROACHMENT OF OVERHEAD CANOPY ON 20TH AVE.
- 3. ENCROACHMENT OF 15" DEEP BLADE SIGN ON HAYES ST.
- 4. ENCROACHMENT OF 21" DEEP BLADE SIGN ON 20TH AVE.
- 5. ENCROACHMENT OF 8" DEEP BLADE SIZE ON ALLEY 382



20TH AVE BLADE SIGN PLAN

MRE-8 1/2" = 1'-0"

- 1. ENCROACHMENT OF NES VAULT/ACCESS WITHIN SIDEWALK ON HAYES ST.
- 2. ENCROACHMENT OF OVERHEAD CANOPY ON 20TH AVE.
- 3. ENCROACHMENT OF 15" DEEP BLADE SIGN ON HAYES ST.
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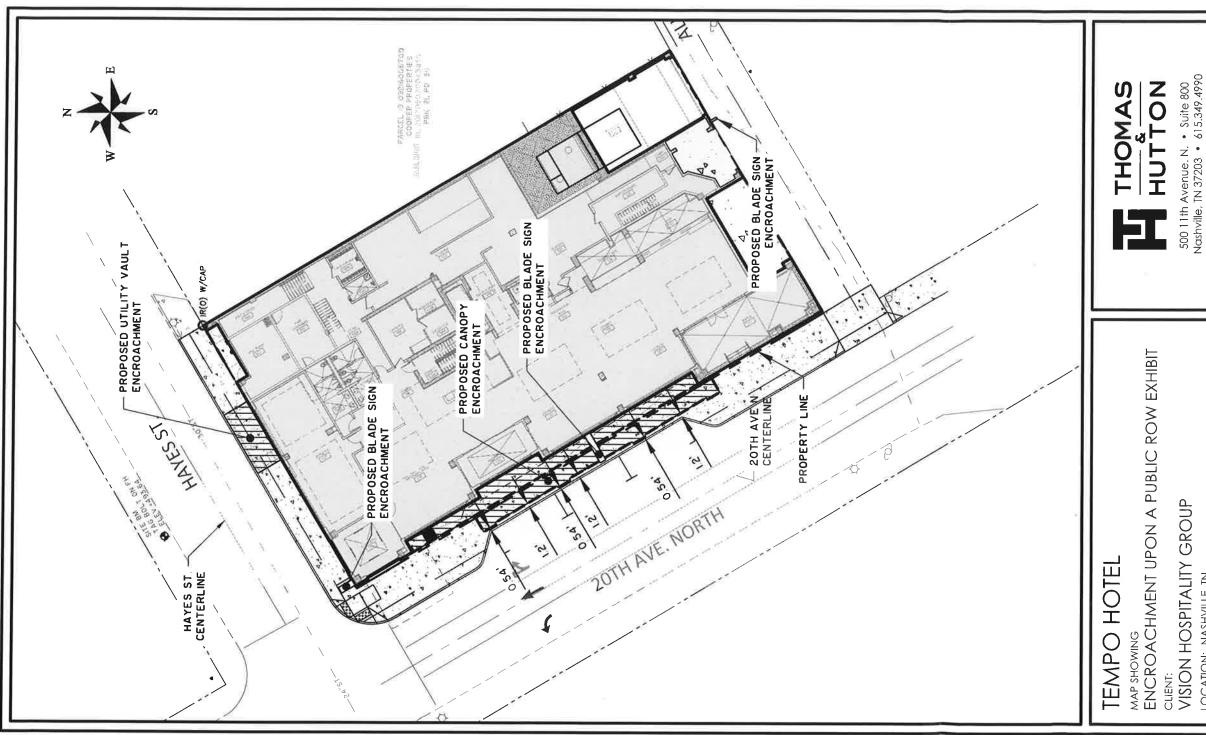
1 MRA PARKING BLADE SIGN DETAIL
MRE-9 1" = 1'-0"

20210030 05/01/24 MRE-9 # JOB No: DATE: PRINTING & REVISIONS PROJECT: TEMPO BY HILTON ITEM #5 DETAILS **BCA-STUDIOS**

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Nashville / Davidson County Parcel Viewer





www.thomasandhutton.com

EX1.0

SHEET: SCALE:

DRAWN BY: AGR REVIEWED BY: AJR

30010.0000

LOCATION: NASHVILLE, TN DATE: 05/03/2024 JOB NUMBER: J-30010.0000