

RESOLUTION NO. RS2020-623

A resolution authorizing Black Rabbit, LLC to construct and install an aerial encroachment at 218 3rd Ave N. (Proposal No.2020M-033EN-001).

WHEREAS, Black Rabbit, LLC plans to construct, install and maintain an aerial encroachment, under Proposal No. 2020M-033EN-001, at 218 3rd Ave N; and,

WHEREAS, Proposal No. 2020M-033EN-001 is comprised of a double-faced, illuminated, blade sign measuring 3 feet by 5 feet, encroaching the public right-of-way on property located at 218 3rd Ave N; and,

WHEREAS, Black Rabbit, 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 encroachment; and,

WHEREAS, Metropolitan Code of Laws §13.16.030(A) allows the Council of The Metropolitan Government of Nashville and Davidson County to grant encroachments, permits, or privileges to construct, maintain and/or operate aerial cables, canopies, etc., over and/or across sidewalks and public rights-of-way by Resolution adopted by twenty-one (21) affirmative votes.

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

Section 1. That subject to the requirements, limitations and conditions contained herein, Black Rabbit, LLC is hereby granted the privilege to construct and maintain said aerial encroachment in accordance with the plans which are on file in the office of the Director of Public Works, and which are more particularly described by lines, words and figures on the attached sketches which are attached to and made a part of this Resolution.

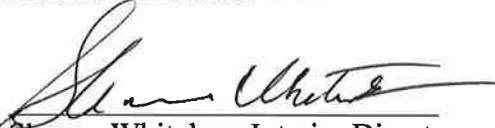
Section 2. That the authority granted hereby for the construction, installation, operation, and maintenance of said aerial encroachment shall not be construed as a surrender by the Metropolitan Government of its rights or power to pass resolutions or ordinances regulating the use of its streets, or the 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 Black Rabbit, LLC.

Section 3. That plans and specifications for said aerial encroachment shall be submitted to the Director of Public Works of The Metropolitan Government of Nashville and Davidson County for approval before any work is begun; and all work, material, and other details of said installation shall be approved by the Director of Public Works prior to its use Black Rabbit, LLC.

Section 10. The authority granted pursuant to this Resolution shall not become effective until the certificate of insurance, as required in Section 8, has been posted with the Metropolitan Clerk and the Department of Public Works.

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

RECOMMENDED BY:



Shanna Whitelaw, Interim Director
Department of Public Works

INTRODUCED BY:



Member(s) of Council

APPROVED AS TO FORM
AND LEGALITY:



Assistant Metropolitan Attorney

LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS
INTO THE PUBLIC RIGHT OF WAY

I/We, Black Rabbit, LLC
218 3rd Ave N, 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 Public Works 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 Public Works 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 Public Works.

I/We further recognize that the license granted hereby is revocable by The Metropolitan Government upon recommendation of the Director of Public Works 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: 11/20/19



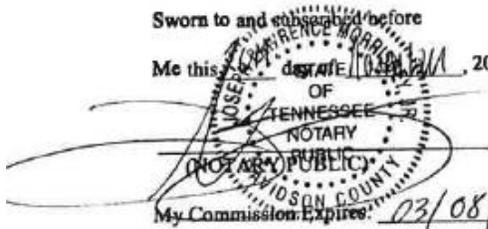
(Owner of Property)
218 3rd Ave North

(Address of Property)
Nashville, TN 37201

(City and State)

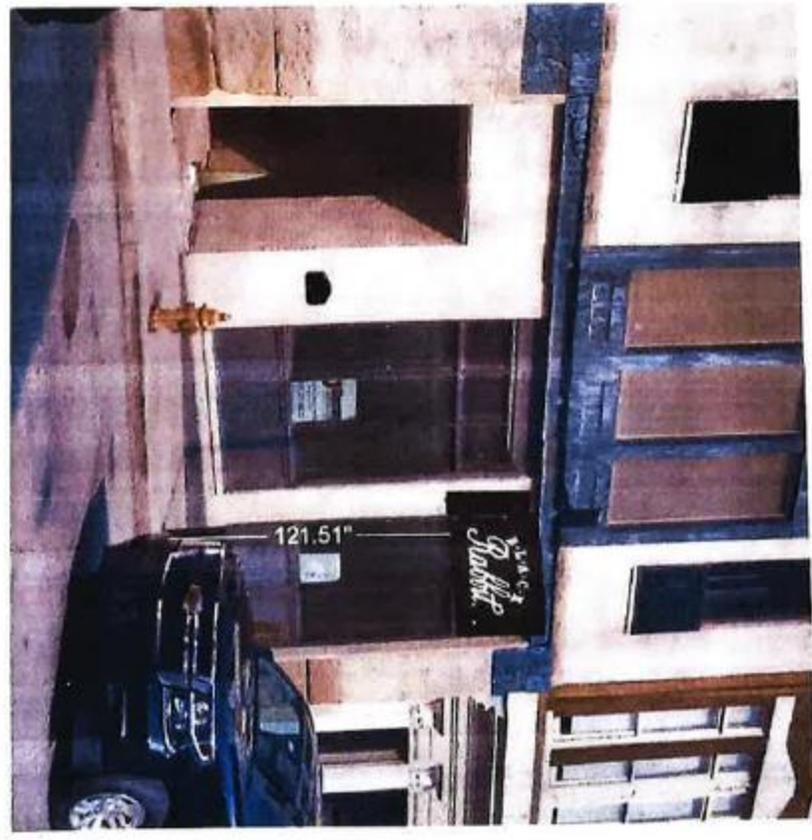
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Sworn to and subscribed before
Me this 11th day of November, 2019


My Commission Expires: 03/08/2021



PROJECTION SIGN & AWNING
 Hanging Projection Sign (double sided)
 -Exposed White 1/8" x 1/8" iron, mounted to cabinet with hand painted
 four finish. This is a double sided sign.
 -Armature bracket mounted to wall



		Signarama Regional Office 2710 E. 10th Street Tulsa, OK 74106 918-261-2828 FAX 918-261-2829
SIGN ELEVATION EXHIBIT		
Project Name: _____ Project Address: _____ Project City: _____ Project State: _____ Project Zip: _____ Project Phone: _____ Project Fax: _____ Project Email: _____ Project Date: _____ Project Status: _____	Sign Type: _____ Sign Material: _____ Sign Color: _____ Sign Size: _____ Sign Weight: _____ Sign Height: _____ Sign Width: _____ Sign Depth: _____ Sign Thickness: _____ Sign Finish: _____ Sign Mounting: _____ Sign Hardware: _____ Sign Installation: _____ Sign Maintenance: _____ Sign Warranty: _____ Sign Notes: _____	Signarama Project # _____ Signarama Order # _____ Signarama Invoice # _____ Signarama Estimate # _____ Signarama Proposal # _____ Signarama Contract # _____ Signarama Agreement # _____ Signarama License # _____ Signarama Registration # _____ Signarama Insurance # _____ Signarama Bond # _____ Signarama Certificate # _____ Signarama Permit # _____ Signarama Approval # _____ Signarama Inspection # _____ Signarama Final # _____ Signarama Closeout # _____ Signarama Completion # _____ Signarama Release # _____ Signarama Final # _____ Signarama Closeout # _____ Signarama Completion # _____ Signarama Release # _____



Parcel ID: 093023F90000CO
 Owner: O.L.C. 218 BUILDING LOFTS
 Address: 218 B 3RD AVE N NASHVILLE, TN 37201
 Description: COMMON AREA 218 BUILDING LOFTS
 Acreage: 0.1

Record(s) found: 1
 Search: d Ave N Nashville, TN 37201

Enter Address or click button to use your current location

Parcel | Address or Intersection | Owner | Street Name | Property Description | Custom | Shape

Search
 Parcel | Address or Intersection | Owner | Street Name | Property Description | Custom | Shape

Map navigation controls: Home, Previous View, Next View, Full Screen, Print, Refresh, Search, Scale, Layers, Legend, Info, Help, Metro GIS

Proposal No. 2020M-0033EN-001



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)
3/20/2020

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

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

PRODUCER Martin & Zerfoss, Inc. 6730 Charlotte Pike Nashville TN 37209	CONTACT NAME: Christine Walsh PHONE SALES, No. Ext.: 615-297-8500 FAX (A/C, No.): 615-269-7390 E-MAIL ADDRESS: cwalsh@martinzerfoss.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Black Rabbit, LLC Robert Compton 218 3rd Avenue N. Nashville TN 37201	INSURER A: SOCIETY INSURANCE	NAIC # 15261
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 1671190019 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 SUBR INSD. RVD	POLICY NUMBER	POLICY EFF (MMDDYY)	POLICY EXP (MMDDYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> SUBJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	SP19027043	9/11/2019	9/11/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 1,000,000 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 <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BP19027043	9/11/2019	9/11/2020	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A X	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$	X	UM19027044	9/11/2019	9/11/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Metropolitan Government is included as additional insured with respects to General Liability.

CERTIFICATE HOLDER The Metropolitan Government of Nashville and Davidson County Metro Legal & Claims c/o Insurance Safety Division 222 3rd Avenue North Suite 501 Nashville TN 37201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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