

ORDINANCE NO. BE2020 - 157

An Ordinance authorizing Nashville Downtown Partnership to install, construct and maintain underground encroachments in the right-of-way located at 200 B Lifeway Plaza (Proposal No. 2020M-007EN-001).

WHEREAS, Nashville Downtown Partnership plans to install, construct and maintain underground encroachments comprised of a solar powered bike station with nine docks and up to nine bikes, encroaching the public right-of-way, on property located on 200 B Lifeway Plaza; and,

WHEREAS, Nashville Downtown Partnership 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 encroachments under proposal No. 2020M-007EN-001.

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 and in the attached License Agreement, Nashville Downtown Partnership is hereby granted the privilege to construct and maintain said encroachments under proposal No. 2020M-007EN-001, 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 Ordinance.

Section 2. That the authority granted hereby for the construction, installation, operation, and maintenance of said encroachments under proposal No. 2020M-007EN-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 Nashville Downtown Partnership.

Section 3. That plans and specifications for said encroachments under proposal No. 2020M-007EN-001 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 by Nashville Downtown Partnership.

Section 4. That construction and maintenance of said encroachments under proposal No. 2020M-007EN-001 shall be under the direction, supervision and control of the Director of Public Works, and their installation, when complete, must be approved by said Director.

Section 5. That this Ordinance confers upon Nashville Downtown Partnership 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 Metropolitan Government, Nashville Downtown Partnership, its successors and assigns, shall remove said encroachments at their own expense.

Section 6. Nashville Downtown Partnership, its successors and assigns, shall pay all costs incident to the construction, installation, operation and maintenance of said encroachments under proposal No. 2020M-007EN-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 the construction, installation, operation and maintenance of said encroachments 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. Nashville Downtown Partnership, its successors and assigns, 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 encroachments and for any street closure.

Section 7. That the authority granted to Nashville Downtown Partnership 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 8. Nashville Downtown Partnership 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 two million (\$2,000,000) 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 encroachments. Said certificate of insurance shall be filed with the Metropolitan Clerk and the Department of Public Works 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 9. 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 Nashville Downtown Partnership of all provisions of this Ordinance shall be determined by the beginning of work.

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

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

RECOMMENDED BY:

SK Wahlstrom
for M. Sturtevant
Mark Sturtevant, Director
Department of Public Works

INTRODUCED BY:

APPROVED AS TO FORM
AND LEGALITY:

J. C. Cadd
Assistant Metropolitan Attorney

Electronic Signature Page

(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

A handwritten signature in black ink, appearing to read "Freddie O'Connell". The signature is written in a cursive style with a large initial 'F' and 'O'.

Freddie O'Connell, Councilmember, District 19

Electronic Signature Page

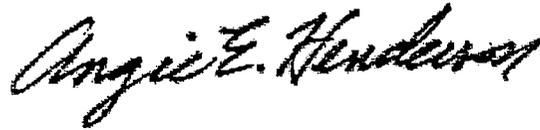
(Attach to Legislation Pursuant to Rule 8 of the Council, Rules of Procedure)

A handwritten signature in black ink that reads "Kathleen D. Murphy". The signature is written in a cursive style with a large, looped initial "K".

Kathleen Murphy
Councilmember, District 24

Electronic Signature Page

(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

A handwritten signature in black ink that reads "Angie E. Henderson". The signature is written in a cursive style with a large initial 'A' and 'H'.

Angie Henderson
Councilmember, District 34

Proposal No. 2020M-007EN-001



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2019

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 & Zarfoss, Inc. 6730 Charlotte Pike Nashville TN 37209		CONTACT NAME: Amanda Reeves PHONE (Bus. No. Ext.): 615-297-8500 FAX (Bus. No.): 615-269-7390 EMAIL ADDRESS: areeves@martinzarfoss.com	
INSURED Nashville Downtown Partnership 150 4th Ave., N., Suite G150 Nashville TN 37219		INSURER(S) AFFORDING COVERAGE	
		INSURER A: AUTO OWNERS INSURANCE	NAIC # 18988
		INSURER B: CNA	NAIC # 20443
		INSURER C: OWNERS INSURANCE COMPANY	NAIC # 32700
		INSURER D: Travelers Casualty and Surety Company	NAIC # 19038
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 865110160** **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.

FORM LTR	TYPE OF INSURANCE	INSURER (IND. / AGG.)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	03504265	12/1/2018	12/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		5150428500	12/1/2018	12/1/2019	COEXISTING SINGLE LIMIT (Per person) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000		5150428501	12/1/2018	12/1/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory to NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	087J22047A1842	12/1/2018	12/1/2019	<input type="checkbox"/> BUR STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liability		425678560	6/25/2019	6/25/2020	Each Claim 1,000,000

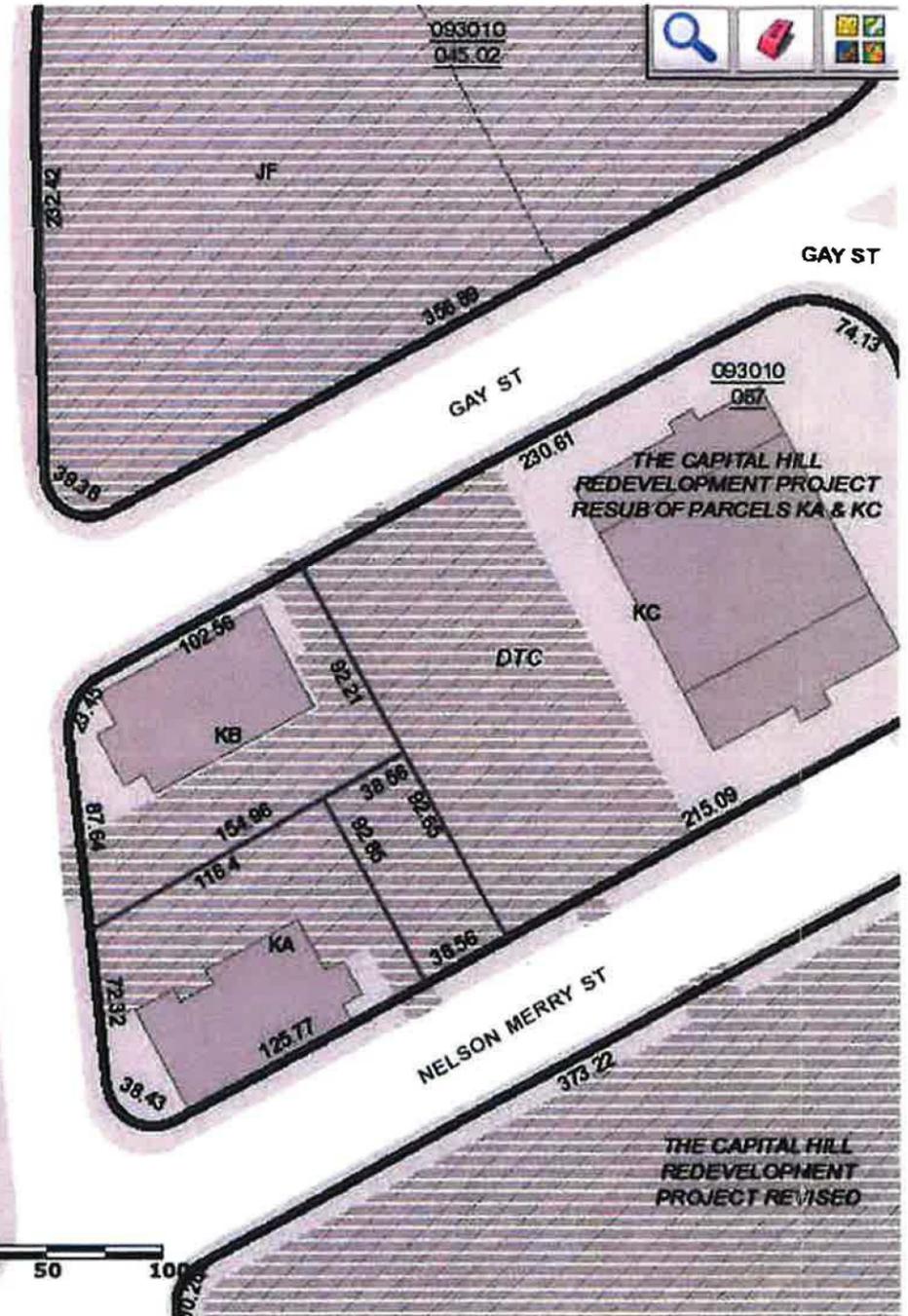
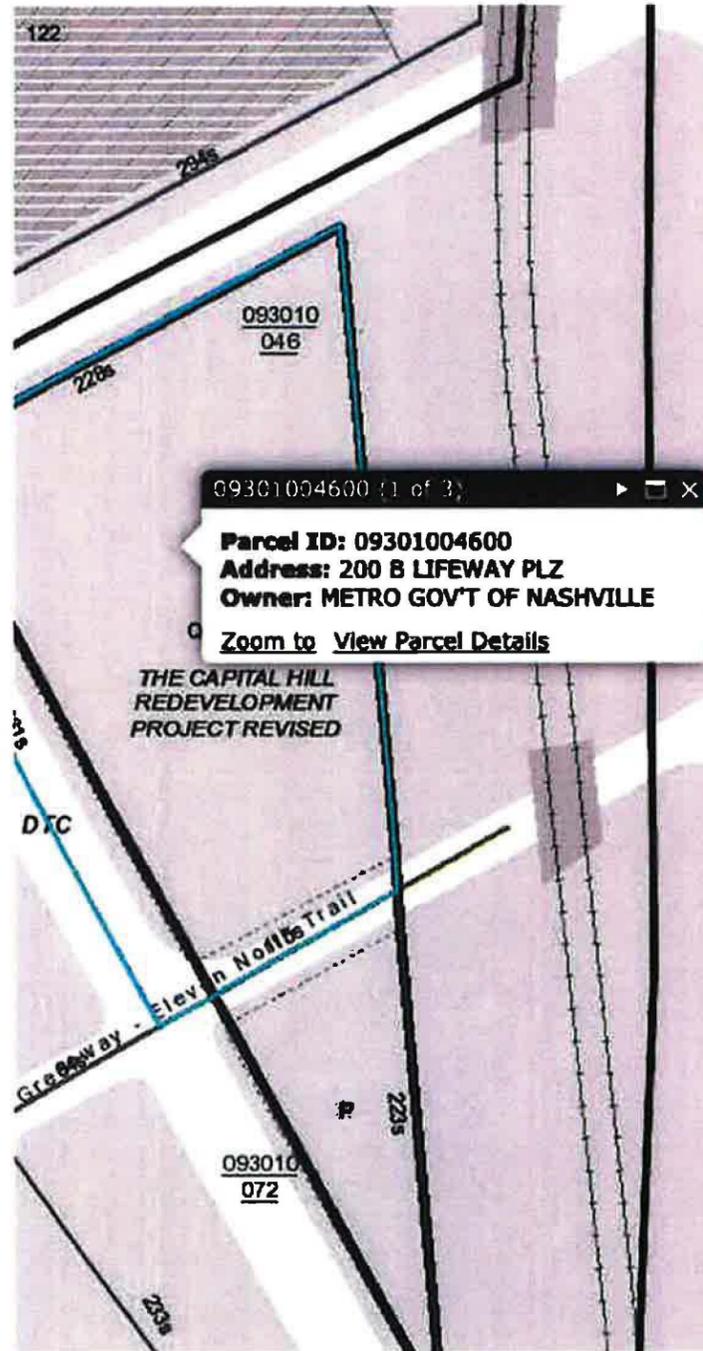
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)
Additional insured and waiver of subrogation provided by the CGL Plus Endorsement 6509 10-08.

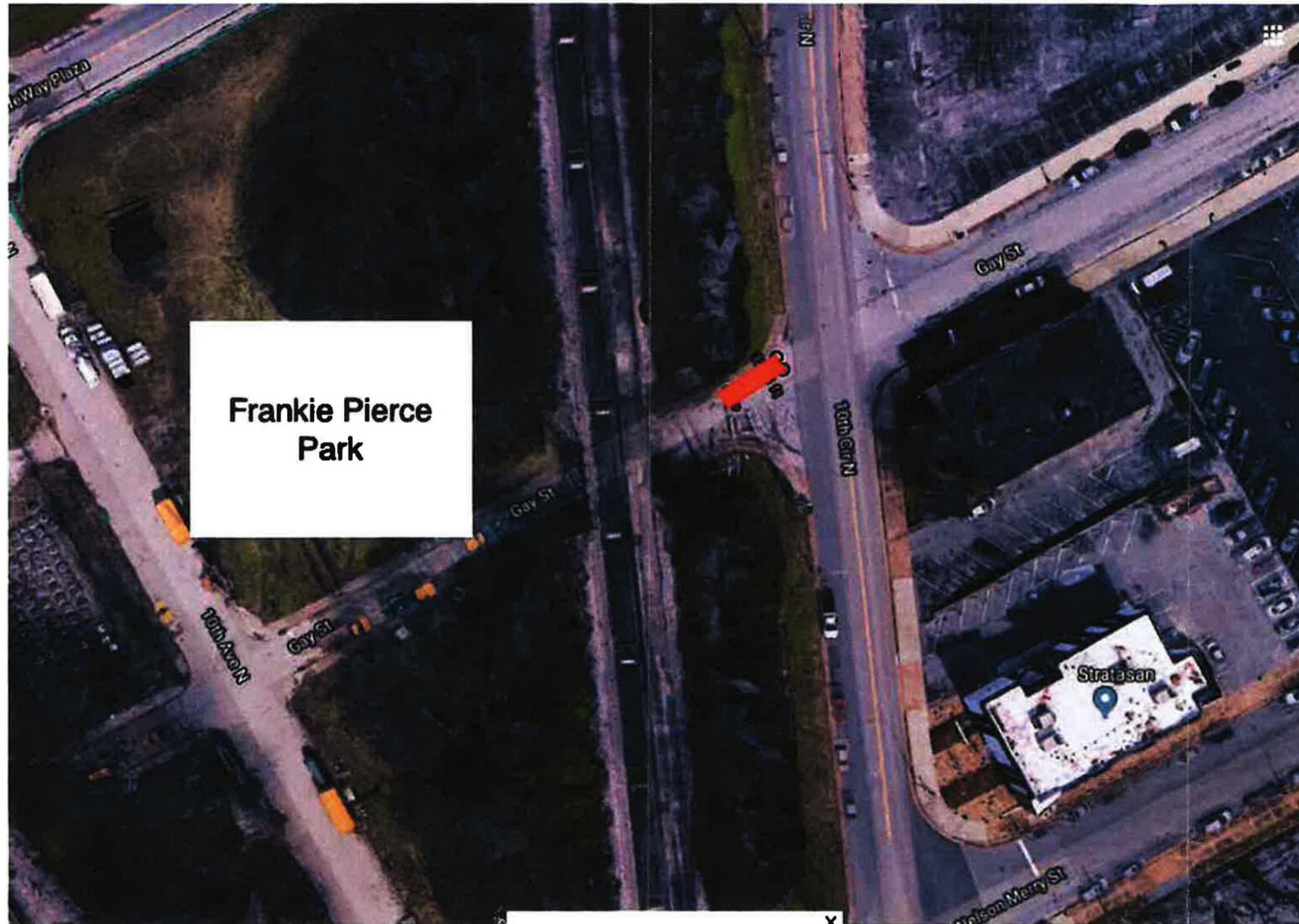
CERTIFICATE HOLDER The Metropolitan Government of Nashville & Davidson County Metro Legal & Claims C/O Insurance and Safety Division 222 3rd Avenue North, Ste #501 Nashville TN 37201 US	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Michael R. Martin</i>
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ACORD 25 (2016/03)

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**Frankie Pierce
Park**

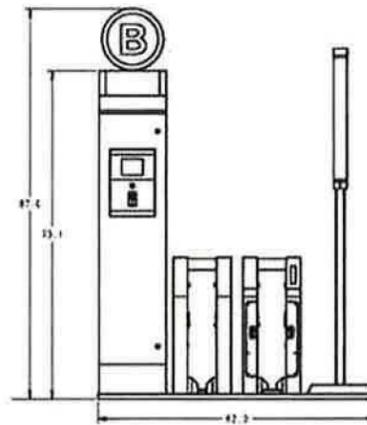
B station Dimensions

Please contact a B-cycle representative to consult with you on optimal B-station size, configuration options, siting considerations and many other relevant factors.

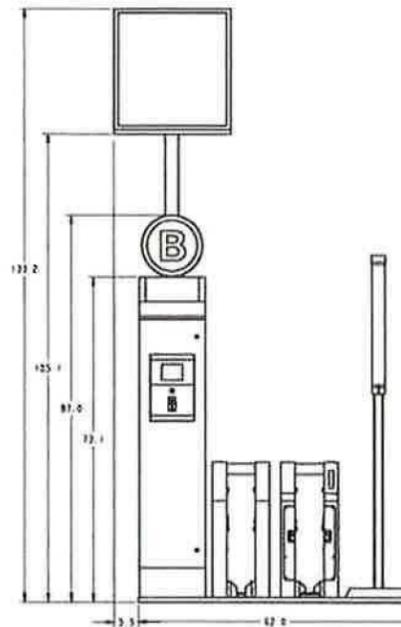
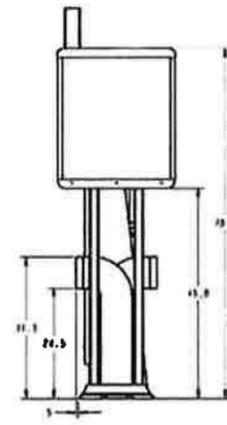
Power

AC, Solar or Battery-powered

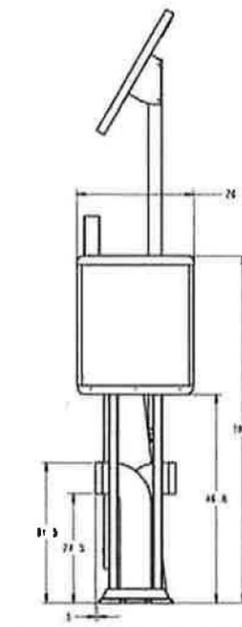
- A dedicated power line of at least 110V is required for all AC stations.
- Solar power can power a B-station at sites with sufficient sun exposure.
- Use battery power if there is no AC connection or insufficient sunlight.



AC
Height: 7'3"
*Battery-powered reaches same height as AC



Solar (135W)
Height: 11'1"
Optional AC Backup



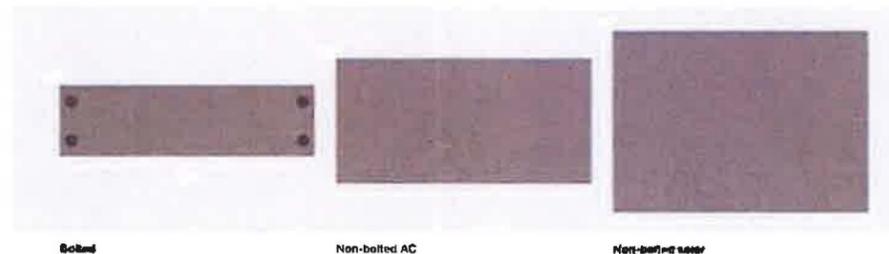
*Dimensions and overhang values in inches



Base plates

Bolted or Non-bolted

- All base plates are 5'2" in length
- All bolted base plates are 19" in depth
- Non-bolted AC or battery-powered base plates are 35" in depth
- Non-bolted solar-powered base plates are 45" in depth
- Refer to the chart to the right for more details.



Bolted

Non-bolted AC

Non-bolted solar



Bolted single-sided base plate

Station Weights

- Kiosk - 160 lbs.
- Solar Kit - 120 lbs.
- 19 in. baseplate - 40 lbs.
- 35 in. baseplate - 175 lbs.
- 45 in. baseplate - 215 lbs.
- Dock - 54 lbs.
- Map module - 65 lbs.

B station Dimensions

Please contact a B-cycle representative to consult with you on optimal B-station size, configuration options, siting considerations and many other relevant factors.

Single-sided vs Double-sided

Single

- Two docks fit on one base.
- A kiosk takes the place of one dock and can face any direction (to reduce glare, the screen should face away from the sun).
- An endcap takes a spot on the base but still allows space for two docks.
- Max 12 bases = 23 docks

Double

- Four docks fit on one base.
- A kiosk takes the place of one dock and can face any direction (to reduce glare, the screen should face away from the sun).
- An endcap takes a spot on the base but still allows space for three docks.
- Max 6 bases = 22 docks

Depth space

- Single-sided stations must have at least 5'8" of space (this includes a 6" front tire overhang) plus a recommended 4' back-up zone totaling 9'8".
- Double-sided stations must have at least 8'6" of space plus a recommended 4' back-up zone on each side totaling 16'6".
- Refer to the chart below for more details.

Common Configurations



Common Configurations

