

RESOLUTION NO. _____

A resolution authorizing Fun Eats and Drinks, LLC to construct and install an aerial encroachment, a sign, at 408 Broadway (Proposal No.2020M-027EN-001).

WHEREAS, Fun Eats and Drinks, LLC plans to construct, install and maintain an aerial encroachment, comprised of a double-faced, illuminated, blade sign measuring 60 inches by 168 inches, encroaching the public right-of-way under Proposal No. 2020M-027EN-001, at 408 Broadway; and,

WHEREAS, Fun Eats and Drinks, 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, Fun Eats and Drinks, 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 Fun Eats and Drinks, 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 by Fun Eats and Drinks, LLC.

Section 4. That construction and maintenance of said aerial encroachment shall be under the direction, supervision, and control of the Director of Public Works, and its installation, when completed, must be approved by said Director.

Section 5. That this Resolution confers upon Fun Eats and Drinks, LLC, a privilege and not a franchise, and the Mayor and the Metropolitan Council herein expressly reserve the right to repeal this Resolution, 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, Fun Eats and Drinks, LLC, its successors and assigns, shall remove said aerial encroach at their own expense.

Section 6. Fun Eats and Drinks, LLC shall pay all cost incident to the construction, installation, operation and maintenance of said aerial encroachment 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 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 Fun Eats and Drinks, 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 encroachment, and for any street closure.

Section 7. That the authority granted to Fun Eats and Drinks, 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 8. Fun Eats and Drinks, 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 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 aerial encroachment. 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 Fun Eats and Drinks, LLC of all provisions of this Resolution shall be determined by the beginning of work.

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:



Mark Sturtevant, Director
Department of Public Works

INTRODUCED BY:



Member(s) of Council

APPROVED AS TO FORM
AND LEGALITY:



Assistant Metropolitan Attorney

Proposal No. 2020M-0027EN-001

ACORD.	CERTIFICATE OF LIABILITY INSURANCE	DATE (MM/DD/YYYY) 1/24/2020			
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 any rights to the certificate holder in lieu of such endorsement(s).					
CLIENT# 438921 KELLYYNVES					
PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Inc. Agency LLC PO Box 86838 San Diego, CA 92188	CONTRACT NAME: FAX: NO. DATE: ISS. DATE:				
	E-MAIL ADDRESS: constructionoerts@marshmma.com				
	INSURER(S) AFFORDING COVERAGE NAIC #				
	INSURER A: Starr Indemnity & Liability Company 38318				
	INSURER B: Allied World National Assurance Company 10890				
	INSURER C: Travelers Property Casualty Co of Amer 26874				
	INSURER D:				
	INSURER E:				
	INSURER F:				
INSURED Fun Eatz and Drinks, LLC 12730 High Bluff Drive, Suite 260 San Diego, CA 92130					
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.					
LINE	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability <input checked="" type="checkbox"/> \$1M occ/\$2M agg (GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> SPLIT <input type="checkbox"/> LOC OTHER:	1000305126191	10/06/2018	10/06/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED \$300,000 CONTENTS (PER OCCURRENCE) \$10,000 MED EXP (PER EMP PERIOD) \$1,000,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	1000188356191	10/06/2018	10/06/2020	COMMERCIAL SINGLE LIMIT (PER OCCUR) \$1,000,000 SOCIAL INJURY (PER PERSON) \$ SOCIAL INJURY (PER OCCUR) \$ PROPERTY DAMAGE (PER OCCUR) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE LTD <input type="checkbox"/> RETENTION(S)	03120538	10/06/2018	10/06/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPERTY OR PARTS THEREOF (EXCLUSIVE OF CHAMPAGNE COLLECTION) (Mandatory in NH) F-100 (SEE INSTRUCTIONS)	1000002448	10/06/2018	10/06/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER S.S. EACH ACCIDENT \$1,000,000 S.S. DISEASE - EA EMPLOYEE \$1,000,000 S.S. DISEASE - POLICY LIMIT \$1,000,000
C	Property	KTJ/CMB1P13687018	10/06/2018	10/06/2020	\$10,000,000 Per Occ
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Continuation of Certificate Holder: Metro Legal & Claims a/o Insurance and Safety Division. RE: Location: 408 Broadway, Nashville, TN 37203. Certificate holder is included as an Additional Insured on the General Liability with respects to the above per policy forms, term and conditions.					
CERTIFICATE HOLDER The Metropolitan Government of Nashville and Davidson County Et Al (See Above) 222 3rd Avenue North, Suite 601 Nashville, TN 37201-0000			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>Melinda P. Sanchez</i>		

ACORD 25 (2016/03) 1 of 1
#34840888/84840658

The ACORD name and logo are registered marks of ACORD

WSMRS

© 1989-2015 ACORD CORPORATION. All rights reserved.

LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS
INTO THE PUBLIC RIGHT OF WAY

I/We, Fun Eats and Drinks, 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 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: 7/2/19

Michael Kelly
(Owner of Property) *Business*

408 Broadway Ave
(Address of Property)

Nashville, TN 37203
(City and State)

x Eric Logan
Eric Logan - Authorized Signatory

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Sworn to and subscribed before

Me this ___ day of ___, 20__

(NOTARY PUBLIC)

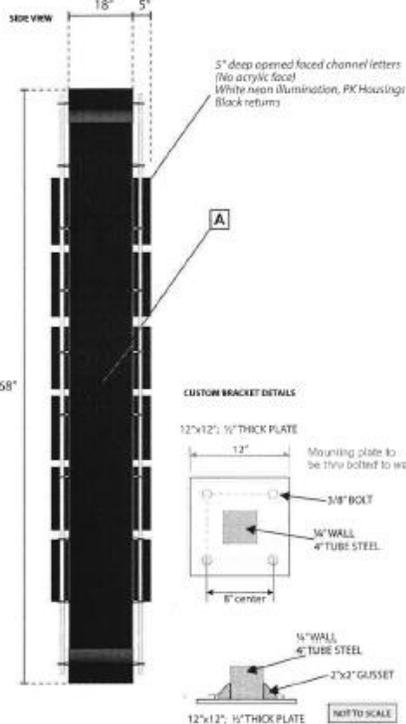
My Commission Expires: see attached

HISTORICAL COMMISSION PERMIT - 2020003514

70 sq. ft.

CUSTOM BLADE SIGN

Proportions



CLIENT
LUCKY SALOON BASTARD

LED	LED TUBE	
BUP	LED TUBE	X
ILLUM	LED TUBE	X
NON ILLUM	LED TUBE	

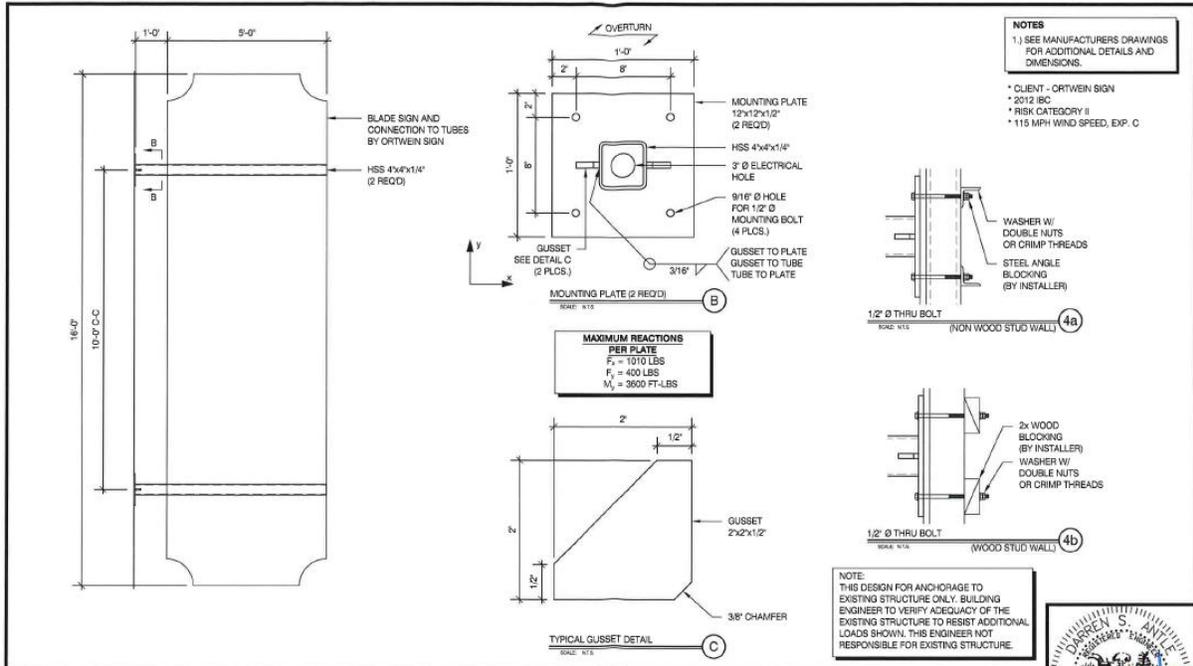
SCALE: 1/4"=1'
 QTY: 1 each

NOTES
 Manufacture and install custom blade sign.
 Aluminum cabinet with routed out graphics on faces, white plex backer with approved LED lighting system.
 "Saloon" font open-face 5" channel letters with neon tube illumination, black returns. Outline of sign with white neon tubes.
 4" square steel tube with custom brackets mountings.

A **BLACK**
 3M Scotchcal
 Clear/Vinyl
 Matte Black
 Matthews Paint
 Satin
 Black is Back
 (16) MP5047

B **RED**
 MP Paints
 Satin
 Firebreathing Red
 (16) MP75026
 LRV 16





MBI MBI COMPANIES INC. 280 N. WEISSGARNER RD. KNOXVILLE, TN 37919 PHONE 865.554.0999 SIGN-ENGINEER.COM	PROJECT: NASHVILLE, TN	DRAWN BY: TSM	CHECKED BY: DSA	GOMAL NO. 190130.009	DATE: 08/05/19	DRAWING NO. DWG. 1												
	DRAWING TITLE: Lucky Bastard Saloon			<table border="1"> <thead> <tr> <th>REV #</th> <th>DATE</th> <th>DRAWN BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		REV #	DATE	DRAWN BY										
REV #	DATE	DRAWN BY																

SIGN SPECIFICATIONS

1. REFER TO SIGN COMPANY'S DRAWING(S) FOR MORE DETAILS.
2. ALL DESIGNS, DETAILING, FABRICATION AND CONSTRUCTION SHALL CONFORM TO:
2012 IBC
ACI
AISC
AMERICAN WELDING SOCIETY
LOCAL BUILDING CODES & ORDINANCES
3. MATERIAL PROPERTIES:
STEEL PIPE: ASTM A53 GRADE B
STEEL TUBE: ASTM A500 GRADE B
THREADED ROD: ASTM A193 GRADE B7
STEEL ANGLES, CHANNELS, STRUCTURAL SHAPES, & PLATES: ASTM A36
WELDING ELECTRODES: E70XX
4. WELDERS SHALL BE CERTIFIED FOR TYPE OF WELDING.
5. THIS ENGINEER DOES NOT WARRANT THE ACCURACY OF DIMENSIONS FURNISHED BY OTHERS.
6. ALL EXPOSED STEEL SHALL BE PAINTED WITH AN ENAMEL PAINT TO PROHIBIT CORROSION.
7. THE CONTRACTOR/INSTALLER IS RESPONSIBLE FOR THE MEANS & METHODS OF CONSTRUCTION IN REGARDS TO JOB SITE SAFETY.
8. THIS DESIGN IS FOR THE INDICATED ADDRESS ONLY, AND SHOULD NOT BE USED AT OTHER LOCATIONS WITHOUT WRITTEN PERMISSION OF THE ENGINEER.
9. DESIGN OF DETAILS AND STRUCTURAL MEMBERS NOT SHOWN, ARE BY OTHERS.
10. INSTALLED FASTENERS MUST MEET OR EXCEED THE VALUES SHOWN IN THE LIST ON THE CALCULATIONS SHEET.
11. ALL ANCHORS SHALL BE STAINLESS STEEL.
12. WALL SIGNS ATTACHED TO EXTERIOR WALLS OF SOLID MASONRY OR CONCRETE, SHALL BE SAFELY AND SECURELY ATTACHED BY MEANS OF METAL ANCHORS, BOLTS OR EXPANSION BOLTS OF NOT LESS THAN 3/8" DIAMETER AND SHALL BE EMBEDDED AT LEAST 5 INCHES.
13. WOOD BLOCKS SHALL NOT BE USED FOR ANCHORAGE, EXCEPT IN THE CASE OF WALL SIGNS ATTACHED TO BUILDINGS WITH WALLS OF WOOD.
14. A WALL SIGN SHALL NOT BE SUPPORTED BY ANCHORAGE SECURED TO AN UNBRACED PARAPET WALL. LAG BOLT ANCHORAGE INTO WOOD 3" MIN. EMBEDMENT.
15. A THREADED ROD MAY BE USED FOR THRU BOLT CONNECTION (USE WASHER AND DOUBLE NUT OR CRIMP THREADS BOTH ENDS TYP).
16. SIGN MUST BE ATTACHED TO OR THROUGH SOLID BLOCKING. ATTACHMENT TO SHEATHING ONLY IS NOT ACCEPTABLE.
17. AT E.I.F.S. INSTALLATIONS INSTALL WITH PIPE SLEEVE. SEAL ALL PENETRATIONS.
18. THIS DESIGN FOR ANCHORAGE TO EXISTING STRUCTURE ONLY. BUILDING DESIGNER TO VERIFY ADEQUACY OF STRUCTURE TO RESIST THE ADDITIONAL LOADING. THIS ENGINEER NOT RESPONSIBLE FOR EXISTING STRUCTURE.
19. CHANNEL LETTERS AND WALL SIGNS ARE BY OTHERS
20. ELECTRICAL RACEWAYS ARE BY OTHERS.

NOTES

- 1.) SEE MANUFACTURERS DRAWINGS FOR ADDITIONAL DETAILS AND DIMENSIONS.

- * CLIENT - ORTWEIN SIGN
- * 2012 IBC
- * RISK CATEGORY II
- * 115 MPH WIND SPEED, EXP. C

NOTE:

THIS DESIGN FOR ANCHORAGE TO EXISTING STRUCTURE ONLY. BUILDING ENGINEER TO VERIFY ADEQUACY OF THE EXISTING STRUCTURE TO RESIST ADDITIONAL LOADS SHOWN. THIS ENGINEER NOT RESPONSIBLE FOR EXISTING STRUCTURE.



MBI COMPANY, INC.
299 N. WEBB AVE. #100
KNOXVILLE, TN 37919
PHONE: 606.584.0090
800-N-ENGINEER.COM

PROJECT: NASHVILLE, TN
DRAWING TITLE: Lucky Bastard Saloon

DRAWN BY: TSM

CHECKED BY: DSA

COURT NO. 190130.009

DATE: 08/05/19

DRAWING NO. DWG. 2

REV #	DATE	DRAWN BY

