

RESOLUTION NO. _____

A resolution authorizing WeHo Flats, LLC to construct and install an aerial encroachment at 461 Humphreys Street. (Proposal No.2020M-029EN-001).

WHEREAS, WeHo Flats, LLC plans to construct, install and maintain an aerial encroachment, under Proposal No. 2020M-029EN-001, at 461 Humphreys Street; and,

WHEREAS, Proposal No. 2020M-029EN-001 is comprised of a canopy protruding over a sidewalk a total of 3 feet, 10 inches, encroaching the public right-of-way on property located at 461 Humphreys Street; and,

WHEREAS, WeHo Flats, 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, WeHo Flats, 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 WeHo Flats, 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 WeHo Flats, 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 WeHo Flats, 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, WeHo Flats, LLC, its successors and assigns, shall remove said aerial encroach at their own expense.

Section 6. WeHo Flats, 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. WeHo Flats, LLC Company 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 WeHo Flats, 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. WeHo Flats, 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 WeHo Flats, 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

LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS
INTO THE PUBLIC RIGHT OF WAY

I/We, WeHo Flats 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: 1-15-2020

Robert G. Adams
(Owner of Property)
461 Humphreys St
(Address of Property)
Nashville, TN 37203
(City and State)

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

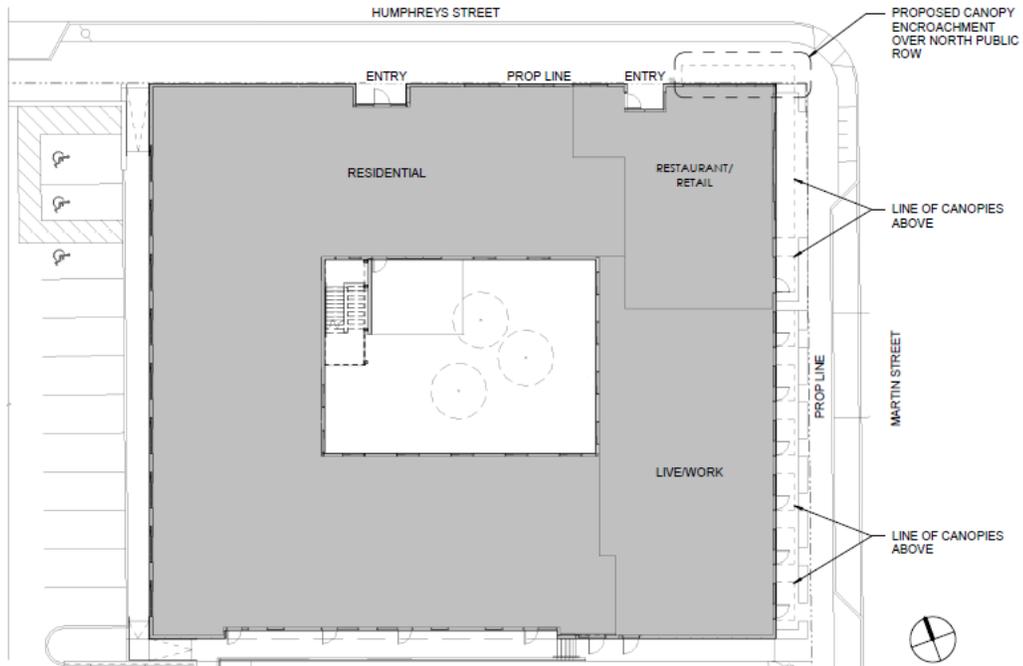
Sworn to and subscribed before

Me this 15 day of January, 2020

Patricia Schyman
(NOTARY PUBLIC)

My Commission Expires: March 8, 2022

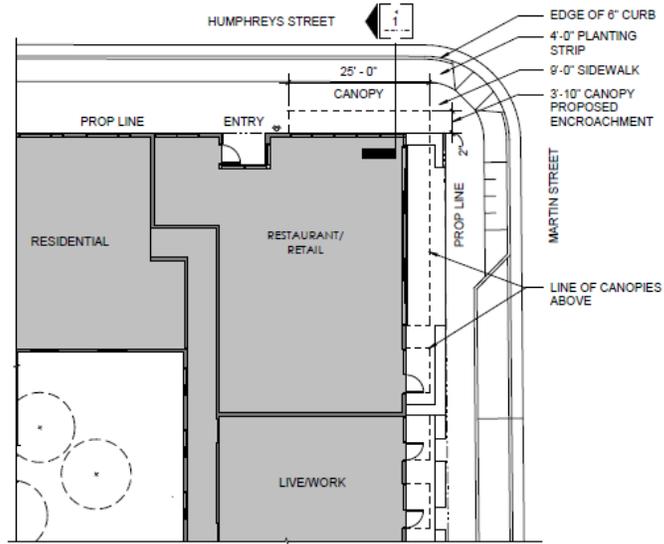




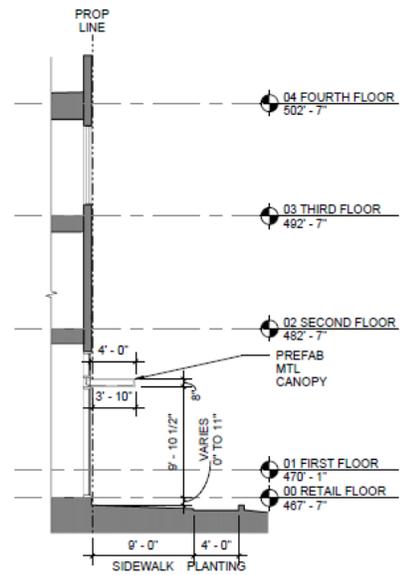
HASTINGS

MARTIN FLATS | CANOPY ROW ENCROACHMENT APPLICATION - SITE PLAN

02/26/20

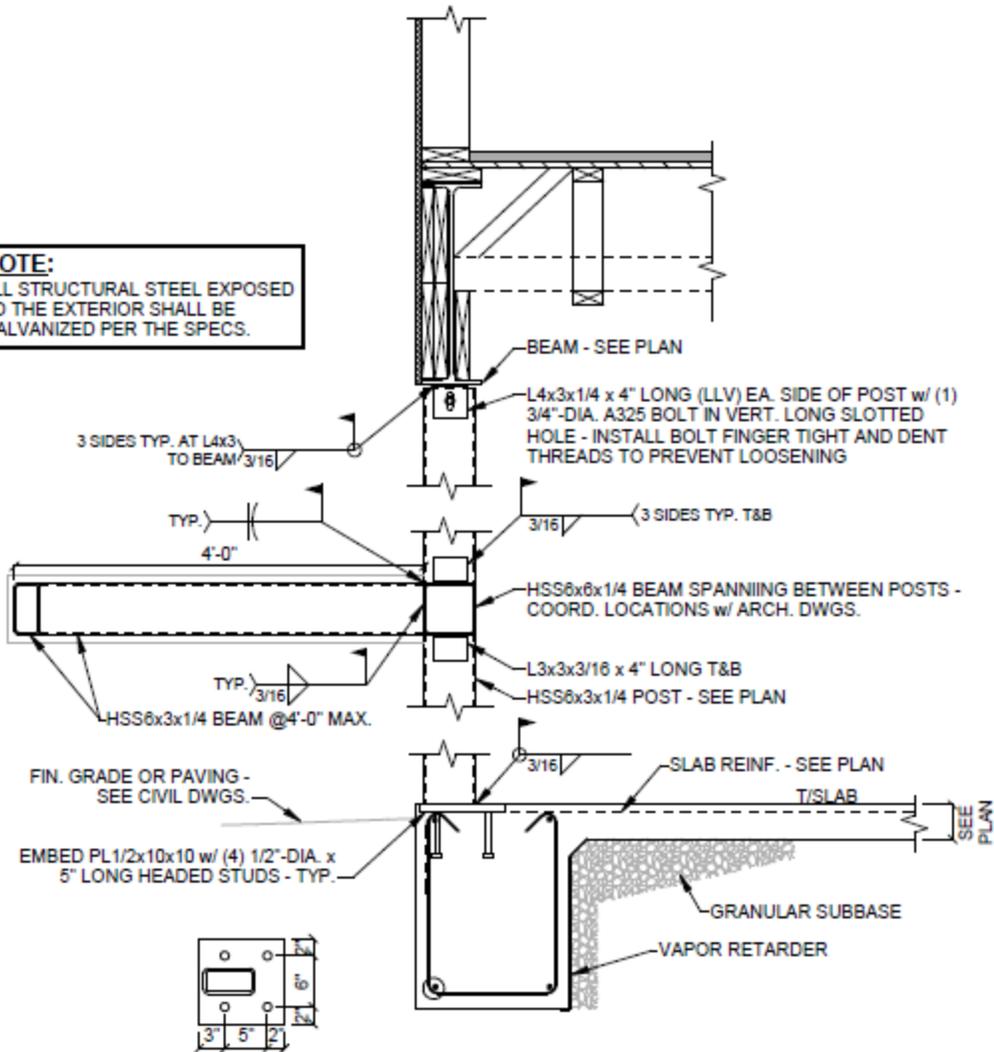


[2] CANOPY PLAN
 1/16" = 1'-0"
 0 8 16 32



[1] CANOPY SECTION
 1/8" = 1'-0"
 0 4 8 16

NOTE:
ALL STRUCTURAL STEEL EXPOSED TO THE EXTERIOR SHALL BE GALVANIZED PER THE SPECS.



Warren Goodrich
2/28/20

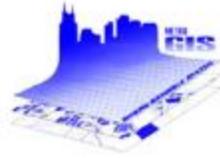
MULTI-STRUCTURAL ENGINEERING
A MEMBER OF STRUCTURAL STEELERS, LLC
259 Wood Circle
Ridgeway, TN 37127
P (615) 286-0200
F (615) 286-0200

Project Number 19001
Date 2020.02.28
Drawn By BSD
Checked By WG

MARTIN FLATS

S1.0
CANOPY SUPPORT SECTION

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Nashville Planning Department
 800 2nd Ave S
 P.O. Box 196300
 Nashville, TN 37219-6300

maps.nashville.gov

Parcel Details	
Parcel ID:	10507005300
Parcel Address:	461 HUMPHREYS ST NASHVILLE, TN 37203
Owner:	WEHO FLATS, LLC
Acquired Date:	8/14/2019
Sale Price:	\$ 0.00
Sale Instrument:	QC-20190820 0083133
Mailing Address:	615 3RD AVE S, STE 500 NASHVILLE, TN 37210
Legal Description:	PT LOTS 31-36 HUMPHREY HOUSTON & MARTIN ADDN TO SOUTH NASHVILLE
Acreage:	0.89
Frontage Dimension:	271
Side Dimension:	143
Parcel Instrument:	SW-20191220 0131530
Parcel Instrument Date:	12/18/2019
Census Tract:	37016100
Tax District:	USD
Council District:	17
Land Use Description:	VACANT COMMERCIAL LAND

Zoning	Show
Owner History	Show
Property History	Show
Assessments	Show



Nashville / Davidson County Parcel Viewer



March 6, 2020

1:1,128

polygonLayer

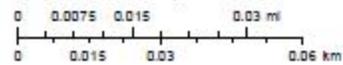
 Zoning

 Override 1

 Ownership Parcels

 Planned Unit Development

 Urban Design Overlay District



Nashville Planning Department, MetroGIS
Metro GIS

Made by: Metro GIS