

# METROPOLITAN BOARD OF PARKS AND RECREATION

Centennial Park Office  
Park Plaza at Oman Street  
Nashville, TN 37201



(615) 862-8400  
Fax (615) 862-8414  
[www.nashville.gov/parks](http://www.nashville.gov/parks)

Monique N. Odom, Director

May 2, 2018

Friends of Shelby Park and Shelby Bottoms  
Ms. Katey Burriss  
P.O. Box 68499  
Nashville, TN 37206

Dear Ms. Burriss:

The Metropolitan Board of Parks and Recreation, on Tuesday, May 1, 2018, accepted a grant from the Friends of Shelby Park and Shelby Bottoms to provide a fence, with a value not to exceed \$2,500.00, to protect the bees located at Cornelia Fort Airpark.

Thank you for your interest in protecting the area of the bee boxes and Metro Parks is very appreciative of the funding providing by Friends of Shelby Park and Shelby Bottoms. If further information is needed regarding the grant process, please contact Mr. Alan Enzo; he may be reached at 615 862-8400.

Sincerely,

A handwritten signature in black ink, appearing to read 'Monique N. Odom', is written over the typed name and title.

Monique N. Odom, Director  
and Secretary to the Board

:jf

c: Mr. Alan Enzo

*"It is the mission of Metro Parks and Recreation to sustainably and equitably provide everyone in Nashville with an inviting network of parks and greenways that offer health, wellness and quality of life through recreation, conservation and community"*

FOR ADA ACCOMMODATIONS, PLEASE CONTACT 615-862-8400



WE ARE AN EQUAL OPPORTUNITY EMPLOYER

March 29, 2018

To Whom it May Concern,

Friends of Shelby would like to grant Metro Parks \$1,350 for a fence to be built protecting the bees located at Cornelia Fort Airpark. Should the project exceed that amount our board has pre-approved up to \$2,500 for the fence.

This money was raised through the community event "Cornelia Fort Pickin' Parties" in 2017 with the intention of raising money that could be invested directly back into the park and specifically Cornelia Fort.

We had very positive feedback since the 2017 installation of the bees and hope to protect the area of the bee boxes so as not to disturb the habitat that has been created.

We look forward to being able to grant additional funds in the future for continued infrastructure improvements.

Most sincerely,



Katey Burriss - Friends of Shelby, Vice President



DEDICATED TO THE PRESERVATION, PROTECTION, ENHANCEMENT AND  
STEWARDSHIP OF SHELBY PARK AND SHELBY BOTTOMS

P.O. Box 68499 NASHVILLE, TN 37208 • FRIENDSOFSHELBY.ORG/

## EXHIBIT A: CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, hereinafter referred to as "METRO" and David Martinez – Mid South Fence and Decks, LLC, hereinafter referred to as "CONTRACTOR".

WHEREAS, METRO is the owner of a certain parcel of real estate identified as Davidson County Tax Map 84, Parcel 002 also known as Cornelia For Airpark at Shelby Bottoms with a street address of 2629 Airpark Drive in the city of Nashville, State of Tennessee; and

WHEREAS, the CONTRACTOR desires to build a fence around existing bee hives as CFA to protect the hives. as part of a grant to the Metropolitan Government of Nashville and Davidson County;

1. For the term of this agreement, METRO grants to CONTRACTOR and its agents permission to use and enter upon METRO's property only for the purposes of constructing a fence ("Work").
2. CONTRACTOR agrees to the following
  - a. Coordinated layout and construction with Metro Parks and Recreation and/or its agents such that entering the property will cause no damage to existing park improvements and a minimum of interference for any activities on Park property
  - b. Obtain all necessary permits and approvals and comply with all laws, rules, and/or guidelines of any and all governmental authorities with jurisdiction over such activities, including, but not limited to, State of Tennessee licensure and current bonding requirements. Provide copies of all permits to Metro Parks prior to commencement of work.
  - c. Conduct all Work with as little disturbance of the Property as is reasonably possible;
  - d. Repair and restore any damage resulting from CONTRACTOR's or its agent's activities;
  - e. Indemnify the Metropolitan Government, its officers, agents and employees against any claims, suits, damages and causes of action arising from or relating to the Work;
  - f. Perform the "Work" at their own cost;
  - g. CONTRACTOR shall perform or require background checks on employees, agents, and volunteers who perform Work on METRO property upon request by Metro Parks and Recreation staff.
  - h. Maintain insurance with companies acceptable to Metro of the types and in at least the minimum amounts described below for injuries to persons or damages to property:
    - i. Occurrence version of Commercial General Liability Insurance with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury, and property damage. This insurance shall contain or be endorsed to contain a provision that includes Metro, its officials, officers, and employees as insureds.
    - ii. Business Automobile Liability Insurance with limits of not less than \$1,000,000 each accident. Such insurance shall include coverage for "any auto."
    - iii. Workers' compensation insurance with statutory limits as required by the state of Tennessee and employers' liability insurance with limits of not less

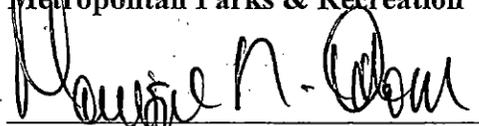
than \$100,000. Grantee shall furnish Metro with original certificates of insurance required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days prior written notice to The Metropolitan Government of Nashville and Davidson County Law Department, 222 Third Avenue, North, Nashville, TN 37201 Grantee agrees to only use contractors who are properly licensed and bondable. Proof of such to be submitted prior to commencement of work.

3. In the event of an emergency or other circumstance (i.e. environmental mishap), CONTRACTOR will *immediately* notify the Planning and Facilities Development Division at Metro Parks (Phone 615-862-8400) of same.
4. When applicable, CONTRACTOR agrees to provide METRO with an as-built drawing and certificate of acceptance and/or approval from all relevant Metro Departments.
5. The term of this agreement shall be for a period of 2 weeks. The term of this agreement will begin on the date this is approved by all required parties and filed in the Metropolitan Clerk's Office. Upon completion of the work, CONTRACTOR shall notify METRO, who will conduct an inspection of the work. Upon approval from METRO this agreement shall automatically terminate.

EXECUTED in duplicate, each executed instrument to be considered an original for all purposes.

THE METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON CTY.

**Monique Odom, Interim Director  
Metropolitan Parks & Recreation**



**CONTRACTOR:  
Representative:**



Executed this 7 day of June, ~~2017~~ <sup>2018</sup>

Executed this 6 day of June, 2017.

**RELEASE OF LIABILITY WAIVER**

This document is a waiver of warranty and a hold harmless agreement between the Metropolitan Government of Nashville and Davidson County Tennessee hereinafter "Metro ", and (David Martinez – Mid South Fence and Decks, LLC). (David Martinez – Mid South Fence and Decks) agrees to release and hold harmless Metro from any and all liability relating to the work performed at (1093-1199 Shadow Lane, 37206 and building a fence around the existing bee hives at the park for the safety of the bees).

There are no warranties provided herein, (David Martinez – Mid South Fence and Decks, LLC) hereby waives, all warranties, guarantees, obligations, liabilities, rights and remedies, express or implied, arising by law or otherwise, including but not limited to the implied warranty of merchantability, any implied warranty arising from course of performance, course of dealing or usage of trade, any implied warranty of fitness, and any obligation or liability arising from tort, or for loss of use, revenue or profit, or for incidental or consequential damages. This document shall not be modified by any subsequent written or oral agreement.

The hold harmless agreement includes the following provisions:

(a) That this is a full and final general release of all matters whatsoever and that this general release is intended to and does embrace not only all known and anticipated damages and injury but also all unknown and unanticipated damages and injury that may later develop or be discovered, including all effects and consequences thereof;

(b) That this release will forever bar any action or claim whatsoever by (David Martinez – Mid South Fence and Decks, LLC) or its successors or assigns against Metro, which arose or which might arise in the future from the work done on Metro property, and that no lawsuit will ever be instituted nor will any claim of any nature ever be asserted against any person or entity hereby released for any injury or damages, whether known or unknown, sustained or to be sustained, as a result of any claims;

(c) That (David Martinez – Mid South Fence and Decks, LLC) shall indemnify, defend, and hold harmless Metro from and against any loss, claim, demand, damage, suit, cost or expense of any nature whatsoever (including attorneys' fees) arising from or relating to the work on Metro property identified herein.

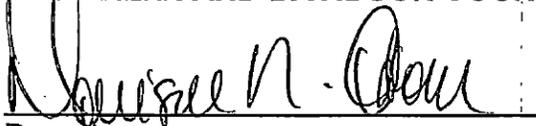
  
\_\_\_\_\_  
David Martinez – Mid South Fence and Decks, LLC

5/24/2018  
\_\_\_\_\_  
Date

**SIGNATURE PAGE  
FOR  
GRANT NO. Friends of Shelby Fence 2018 grant**

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

**METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY**

  
\_\_\_\_\_  
Department

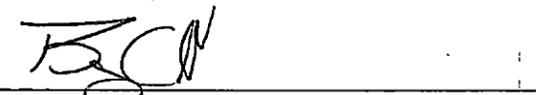
5/4/18  
Date

APPROVED AS TO AVAILABILITY  
OF FUNDS:

  
\_\_\_\_\_  
Talia Lomax-O'dneal, Director  
Department of Finance *LC #*

6-13-18  
Date

APPROVED AS TO RISK AND INSURANCE:

  
\_\_\_\_\_  
Director of Insurance

6/18/18  
Date

APPROVED AS TO FORM AND  
LEGALITY:

  
\_\_\_\_\_  
Metropolitan Attorney

6/19/18  
Date

FILED:

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_  
Date