



May 15, 2018

To Whom It May Concern:

Friends of Shelby would like to grant services to Metro Parks equal to the amounts of \$785 and \$450 for two door repair projects. These repairs will protect the storage area at the west side of Hangar 1 at Cornelia Fort Airpark. Should the project exceed those amounts, our board has pre-approved up to 2,500 for the two door projects.

All contractors hired by Friends of Shelby for this project will follow the requirements outlined in Metro Parks' third party construction agreement.

The 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. These door repairs will make it easier to conduct future "Pickin' Parties" and to make the space more accessible to other uses by creating a secure space to store the stage and other related items.

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

Sincerely,

Paul M. Hoffmann

President, Friends of Shelby

DAVID BRILEY, MAYOR

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

Monique N. Odom, Director

June 14, 2018

Friends of Shelby Park and Shelby Bottoms
Mr. Paul Hoffmann
P.O. Box 68499
Nashville, TN 37206

Dear Mr. Hoffmann:

The Metropolitan Board of Parks and Recreation on Tuesday, June 12, 2018, accepted a grant from the Friends of Shelby Park and Shelby Bottoms to provide tow door repair projects at Hangar 1 at the Cornelia Fort Airpark, with a value not to exceed \$2,500.00. These repairs are to protect the storage area at the west side of Hangar 1 and make the space more accessible for other uses by creating a secure space to store the stage and other related items. Metro Parks Consolidated Maintenance Division has approved the door hardware and Metro Parks' locking system will be installed on the doors. Please contact Mr. Rick Taylor at 615 862-8400 if further information is needed with regard to the locking system.

Thank you for your interest in the security of hangar 1 of the Cornelia Fort Airpark 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,


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

PERMISSIVE USE AND RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, hereinafter referred to as "GRANTOR" and _Nashville Door Closer / Friends of Shelby Park_, hereinafter referred to as "GRANTEES".

WHEREAS, GRANTOR is the owner of a certain parcel of real estate identified as Davidson County Tax Map _____, Parcel _____, also known as _Cornelia Fort Airpark_ with a street address of _2640 Airpark Dr, _____ in the city of Nashville, State of Tennessee; and

WHEREAS, the GRANTEE desires to 1. repair and secure exterior door to hangar and 2. install new secure locks on double doors from storage into main hangar _____ (see attached plans);

NOW, THEREFORE, in consideration of One Dollar (\$1.00) cash in hand paid each to the other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree and contract as follows:

1. For the term of this agreement, GRANTOR grants to GRANTEE and its agents permission to use and enter upon GRANTOR's property only for the purposes of performing work in association with door securing project.
2. Grantee 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 or greenway trail.
 - 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.
 - c. Conduct the all Work with as little disturbance of the Property as is reasonably possible;
 - d. Repair and restore any damage resulting from Grantee'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. 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: (1) 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. (2) Business Automobile Liability Insurance with limits of not less than \$1,000,000 each accident. Such insurance shall include coverage for "any auto." (3) 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;
 - h. PERMITTEE 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), GRANTEE will *immediately* notify the Planning and Facilities Development Division at Metro Parks (Phone 615-862-8400) of same.
4. When applicable, GRANTEE agrees to provide GRANTOR 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 365 days, beginning January 20 2017. Upon completion of the work and acceptance by Metro this agreement shall automatically terminate.

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

GRANTOR: THE METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON CTY.
Monique Odom, Director
Metropolitan Parks & Recreation

_____ Executed this ___ day of _____, 2018.

GRANTEE: Nashville Door Closer / Friends of Shelby Park
Representative:

Jill Loyd Executed this 10 day of MAY, 2018.

EXHIBIT A

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 (Nashville Door Closer), hereinafter referred to as "CONTRACTOR".

WHEREAS, METRO is the owner of a certain parcel of real estate identified as Davidson County Tax Map [], Parcel [], also known as [] Cornelia Fort Airpark [] with a street address of [] 2640 Airpark Dr. [] in the city of Nashville, State of Tennessee; and

WHEREAS, the CONTRACTOR desires to (1. repair and secure exterior door to hangar and 2. install new secure locks on double doors from storage into main hangar) (see attached plans) 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 performing (1. repair and secure exterior door to hangar and 2. install new secure locks on double doors from storage into main hangar) ("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 weeks, beginning , 20 . 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, Director
Metropolitan Parks & Recreation

Executed this ___ day of _____, 2018.

CONTRACTOR:
Representative:

Jill Loyd

Executed this 10 day of MAY, 2018.

EXHIBIT A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/11/2018

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 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 Phone: (615) 321-4150 Fax: 615-321-4160
HALE INSURANCE, LLC
 215 29TH AVENUE, NORTH
 NASHVILLE TN 37203

CONTACT NAME: **Christy Bright-Kramer**
 PHONE (A/C, No, Ext): **(615) 321-4150** FAX (A/C, No): **615-321-4160**
 E-MAIL ADDRESS: **Christy@haleinsurance.com**

INSURED
NASHVILLE DOOR CLOSER SERVICE, INC.
 2301 CRUZEN STREET
 NASHVILLE TN 37211

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : OWNERS INSURANCE COMPANY	32700
INSURER B : AUTO OWNERS INSURANCE CO	18988
INSURER C : AUTO OWNERS INSURANCE CO	18988
INSURER D : OWNERS INSURANCE COMPANY	32700
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 46660

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	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY	X	X	03343075	07/19/17	07/19/18	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED. EXP (Any one person)	\$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
B	AUTOMOBILE LIABILITY	X	X	9534307500	07/19/17	07/19/18	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (per accident)	\$	
								\$	
C	UMBRELLA LIAB			4417823100	07/19/17	07/19/18	EACH OCCURRENCE	\$ 2,000,000	
	EXCESS LIAB	<input checked="" type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 2,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$	10,000						\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	03398391	07/19/17	07/19/18	<input checked="" type="checkbox"/> WC STATUTORY LIMITS		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000	
							E.L. DISEASE-EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE-POLICY LIMIT	\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The certificate holders are named as additional insureds with regards to the general liability coverage for ongoing and completed operations. This insurance is primary and will not seek contribution from any other insurance available to an additional insured. Additional insured also applies to auto liability coverage. With regards to the general liability, auto liability and workers compensation policies, a waiver of subrogation is in place in favor of the additional insureds. Umbrella to follow form.

CERTIFICATE HOLDER**CANCELLATION**

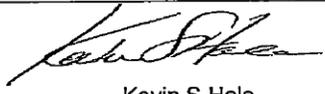
Friends of Shelby Park & Bottoms
 P O Box 68499
 Nashville, TN 37206

robconr@yahoo.com

Attention:

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


 Kevin S Hale

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 (Nashville Door Closer, Inc.). (Nashville Door Closer, Inc.) agrees to release and hold harmless Metro from any and all liability relating to the work performed while working on the Cornelia Fort Hangar 1 Storage area locks. Work includes lock repair, door securing, and all associated tasks. Within the project area and within Cornelia Fort AirPark, 2640 Airpark Dr, Nashville TN.

There are no warranties provided herein, (Nashville Door Closer, Inc.) 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 Nashville Door Closer, Inc. 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 Nashville Door Closer, Inc. 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.

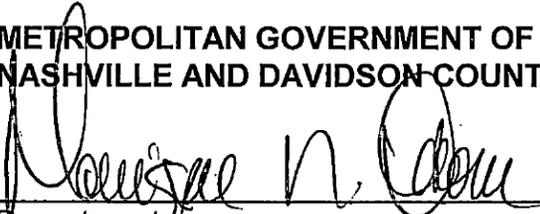
Jill Loyd , CORPORATE SECRETARY
(Nashville Door Closer, Inc. Title of Signatory)

MAY, 10 2018
Date

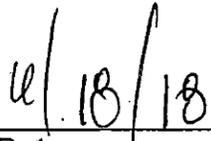
**SIGNATURE PAGE
FOR
GRANT NO. Shelby Door Repair 2018**

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

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

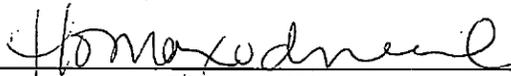


Department

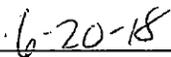


Date

APPROVED AS TO AVAILABILITY
OF FUNDS:



Talia Lomax-O'neal, Director
Department of Finance *JK*

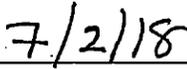


Date

APPROVED AS TO RISK AND INSURANCE:

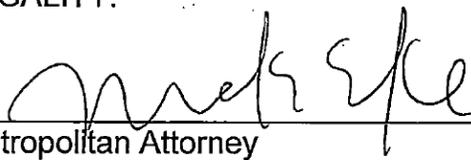


Director of Insurance

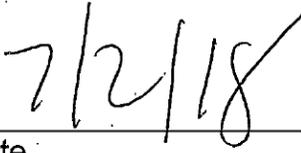


Date

APPROVED AS TO FORM AND
LEGALITY:



Metropolitan Attorney



Date

FILED: |

Metropolitan Clerk

Date