

**CITY OF FAIRVIEW  
BOARD OF COMMISSIONERS**

**MAY 17, 2018**

**7:00 P.M.**

**AGENDA**

- 1. Roll Call**
- 2. Call to order by Mayor Carroll**
  - A. Prayer and Pledge
- 3. Approval of the Agenda**
- 4. Public Hearing**
- 5. Citizen Comments (Limited to the first 5 citizens to sign in and a limit of 3 minutes each).**
- 6. Awards and/or Recognitions**
- 7. Public Announcements**
- 8. Staff Comments**
- 9. Approval of the Minutes**
- 10. Consent Agenda Consisting of Items as Follows**
  - A. Minutes from the May 3, 2018 Board of Commissioners Meeting
- 11. Old Business**
- 12. New Business**
  - A. Certificate of Compliance Renewal to Sell Wine in a Retail Food Store (Publix, 7014 City Center Way)
  - B. Resolution No. 11-18, A Resolution of the City of Fairview, Tennessee, Designating the Storage of Bowie Nature Park Historical Items and Materials at the Williamson County Museum and Archives
  - C. Ordinance No. 2018-09, An Ordinance of the City of Fairview, Tennessee Adopting the Annual Budget and Tax Rate for the Fiscal Year Beginning July 1, 2018 and Ending June 30, 2019
  - D. Resolution 12-18, A Resolution of the City of Fairview, Tennessee, Approving a Contract with Civil and Environmental Consultants (C.E.C.) for Professional Services Related to the Fairview Boulevard
  - E. Resolution 13-18, A Resolution of the City of Fairview, Tennessee, Approving an Amendment to the Contract 160087, Pin 123627.00 between the State of Tennessee and the City of Fairview for the Construction of a Sidewalk along Fairview Boulevard (SR-100) between Bowie Lake Road and Park Village Court
  - F. Sidewalk Addition from Bowie Lake Road to Park Village Court
  - G. Approval of Pyro Shows Material Contract for Independence Day Celebration
  - H. Approval of Extreme Lighting and Sound Event Production Services Agreement for Independence Day Celebration
  - I. Addendum D, Extension to the Interlocal Agreement Between Williamson County and the City of Fairview for the Provision of Periodic Road Work and Maintenance to Municipal Roads
- 12. City Manager Items for Discussion**
  - A. Miscellaneous Updates
  - B. City Attomey Comments
- 14. Communications from the Mayor and Commissioners**
- 15. Adjournment**



CERTIFICATE OF COMPLIANCE  
WINE IN GROCERY STORE

12A

Pursuant to Tennessee Code Annotated, Title 57, Section 57-3-803 and 57-3-806, this is to certify that:

Name of Applicant: Store Manager, Filippo Bracaglia

Corporation Name: Publix Tennessee, LLC

Business Address: 3300 Publix Corporate Pkwy

Lakeland, FL 33811

Mailing Address: PO BOX 32027

Lakeland, FL 33802

Date of Birth: \_\_\_\_\_ SSN: \_\_\_\_\_

Has made application for a Certificate of Compliance to sell retail food store wine in the  
County of Williamson, State of Tennessee, City of Fairview at \_\_\_\_\_

Publix Tennessee, LLC #1360 7014 City Center Way Fairview, TN 37062

(Name and Street Address of Grocery Store)

And that an investigation has been undertaken of the applicant's criminal record and of the compliance of  
said business, and from said investigation the undersigned certify:

1. That the applicant or applicants who are to be in actual charge of the business have not been convicted  
of a felony within a ten-year period immediately preceding the date of application and, if a corporation,  
that the executive officers or those in control have not been convicted of a felony within a ten-year  
period immediately preceding the date of the application; and
2. That the applicant or applicants have secured a location which lies within the city limits of the City of  
Fairview and which complies with all applicable zoning laws adopted herein by the City.

Signed this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Mayor or Other Official Head of Municipality

\_\_\_\_\_  
ATTEST: City Recorder



Bill Haslam  
Governor

**TENNESSEE BUREAU OF INVESTIGATION**

**ATTN: TORIS**

901 R.S. Gass Boulevard  
Nashville, Tennessee 37216-2639  
(615) 744-4057  
Facsimile (615) 744-4289



Mark Gwyn  
Director

05/01/2018

PUBLIX TENNESSEE LLC  
3300 PUBLIX CORPORATE PKWY  
LAKELAND FL 33811

Tennessee Criminal History Records Request

**NO TENNESSEE CRIMINAL HISTORY RECORD HAS BEEN FOUND FOR THE PERSON LISTED BELOW.**  
NOTE: All aliases submitted have been searched.

FILIPPO BRACAGLIA  
BRACAGLIA, PHIL

**Please be aware that, unless a fingerprint comparison is performed, it is impossible for the Tennessee Bureau of Investigation to be sure the record belongs to the individual you requested . A fingerprint comparison will only be performed in the event of a written appeal of criminal history results. The information you receive will be based on only those arrests which occurred within the state of Tennessee.**

The Tennessee Bureau of Investigation found no Tennessee criminal history based on the information provided. No criminal record check was conducted for other states or for the Federal Bureau of Investigation.

Tennessee Open Records Information Services  
Tennessee Bureau of Investigation  
901 R.S. Gass Blvd.  
Nashville, TN 37216



INTERNATIONALLY ACCREDITED SINCE 1994

**PUBLIX TENNESSEE, LLC  
MANAGERS**

<b>Name/Title</b>
Randall T. Jones CEO & President
Jeffrey G Chamberlain Vice President
Joseph DiBenedetto, Jr. Vice President
David P. Phillips CFO and Treasurer
John A. Attaway, Jr. Secretary

7100 City Center Way  
Fairview, TN 37062  
PHONE: (615) 799-2484

Rcpt Date: 05/04/2018  
Cash Acct: 110-11100  
Received Of: PUBLIX TENNESSE, LLC  
Cmt: CERTIFICATE OF COMPLIANCE RENE  
Tendered Amount: 250.00  
Receipt Amount: 250.00  
Change Due: 0.00

----- R E C E I P T      D I S T R I B U T I O N -----  
FUND      FUNCT-OBJ      DESCRIPTION      AMOUNT  
110      32200      WINE CERTIFICATE OF COMPLIANCE      250.00

----- P A Y M E N T      D I S T R I B U T I O N -----  
PAYMENT DESCRIPTION      REFERENCE NUMBER      AMOUNT  
CHECK      134867      250.00

\*\*CUSTOMER COPY\*\*      Received By: COUNTER1

CITY OF FAIRVIEW  
7100 City Center Way  
Fairview, TN 37062  
PHONE: (615) 799-2484

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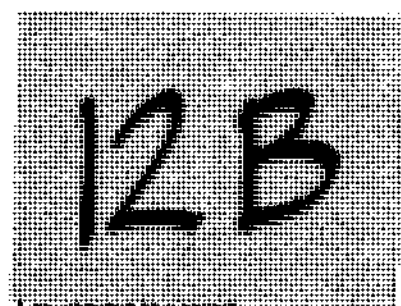
----- R E C E I P T      D I S T R I B U T I O N -----  
FUND      FUNCT-OBJ      DESCRIPTION      AMOUNT

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CHECK      134867      250.00

\*\*ORIGINAL COPY\*\*      Received By: COUNTER1

CITY OF FAIRVIEW, TENNESSEE

RESOLUTION NO. 11-18



**A RESOLUTION OF THE CITY OF FAIRVIEW, TENNESSEE, CONCERNING THE STORAGE OF BOWIE NATURE PARK HISTORICAL ITEMS AND MATERIALS AT THE WILLIAMSON COUNTY MUSEUM AND ARCHIVES.**

**WHEREAS**, the city owns numerous records, documents and historical items related to the Bowie Nature Park, and

**WHEREAS**, these materials are currently stored at the city's public works facility and accessible to the Friends of Bowie Nature Park, and

**WHEREAS**, these items have been catalogued by the Friends of Bowie Nature Park and are in need of proper safekeeping and care, and

**WHEREAS**, the Williamson County Museum and Archives has agreed to allow these items to be stored at their facility in Franklin, and

**WHEREAS**, while stored at the Williamson County Museum and Archives the records, documents and historical items will be accessible to the City of Fairview and to the Friends of Bowie Nature Park, and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, AS FOLLOWS:**

The City of Fairview Board of Commissioners hereby resolves to store the city's Bowie Nature Park records, documents and historical items, as catalogued by the Friends of Bowie Nature Park, at the Williamson County Museum and Archives.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Recorder

Approved As To Form:

\_\_\_\_\_  
City Attorney

ITEM #	Q OR ITEMS	DATES	TYPE OF ITEM	DESCRIPTION	STATUS	COMMENTS
#1-1	5	4/7/1992	photos	taken during auction evaluation at Bowie farmhouse, Hwy. 103	Legal File LgF	For Observer prints and negatives, stored in #1-7A notebook
#1-2	1	1992	photo	Dr. Bowie's work shirts	LgF	sent hanging after her death, stored in #1-7A notebook
#1-3A	3	1992	photos	exhibit of Bowie house	LgF	see 1-7B photos before Fred Lent. Stored in #1-7A notebook
#1-3B	1	NK	photo	exhibit of Bowie house after City purchase	LgF	stored in #1-7A notebook
#1-4	1	1990	letter	from the City to Dr. Bowie citing unsafe conditions requiring repair	LgF	
#1-5A	1	NK	photograph	Van Bowie (son) in #1-7A notebook	Room, box	very poor condition. Ed O. color print in #1-7A notebook
#1-5B	1	X	microfilm	photo CD of original color print of #1-5A	LgF	
#1-5A	1	NK	negative	B&W, negative of Dr. Bowie as old lady	LgF	stored in #1-7A
#1-6B	2	NK	print 8x10	B&W, headshot of Dr. Bowie as old lady	LgF	stored in #1-7A notebook, one print is mirror image
#1-6C	1	NK	ones with print	B&W, headshot of Dr. Bowie as old lady	LgF	also pic of Dennis Withler & Mark
#1-7A	notebook	various	3-ring binder	all photographs in the Bowie Collection are in this notebook	LF bottom drawer	1980's-1970's
#1-7B	1	NA	genealogy	Bowie family tree	LgF	Mary Sawyer research, given to Joan from different file
#1-7C	many	NK	photos	unknown persons	LgF bottom drawer	from Ross McKinney's Bowie things. Not City property
#1-8	series	1957-1992	letters	to and from Bowie buyers	LgF	many legal bills, bill of rumors and meddling, possessions, some from Margaret parties concerning Fred Lent, Fred Lent
#1-9	3	1965-1958	transcripts	typed version of Dr. Bowie's journals	LgF	see #1-5B
#1-10A	2	NK	card, note	Dr. Bowie's Social Security number	LgF	
#1-10B	1	1985	document	Van's SS Benefit Statement	LgF	
#1-10C	1	5/14/1966	document	copy of info from 1960 census listing Van	LgF	US Dept of Commerce
#1-10D	1	3/15/1968	document	Van is eligible for Social Security	LgF	
#1-11	1	NK	letter	from the City of Falmouth, establishing the street number for eight properties owned by Dr. Bowie	LgF	most have handwritten descriptions of the eight locations, including "the old Davis Place" where Dr. Bowie lived
#1-12A	1	1927-1931	research	Vandy Medical Dept for microscope will note on back	LgF	
#1-12B	1	NK	newspaper article	"FHS Reveals Bowie Microscope"	LgF	Falmouth Observer
#1-13	1	1952	letter	letter to Byrd about costs	Exhibit (E)	
#1-14	1	1946	letter	letter to Anna appointing her to VA Hospital job	LgF	
#1-15	4	1920, 1921	3 letters + 1/2 letter	letters from Anna at UTHB, 1/2 of another letter	LgF	transcripts of 2 letters
#1-16A	1	NK	brochure	from the Albino	LgF	

#1-166	2	May-25		from the Alamo	Lof	handwritten note mentions Bowle Cook of Arms.
#1-167	11, 7 pk	1935	brochure, pictures	Wp Wozak DC, Richmond, Williamsburg	Lof	good documentation, use with genealogy exhibit
#1-168	1	1994	bookend	trip to Jackson, Miss	Lof	from Van to Alma, don't forget to pay the right bills
#1-17A		3/30/1959	sales receipt	confirmation of sale of 30 shares of A.I.S.T	Lof	
#1-17B	1	7/28/1939	letter	transferring A.I.S.T shares to Eugenia (Van's mother)	Lof	
#1-17C	5	1933-1946	letters	problems with one of Eugenia's savings bonds	Lof	
#1-17D	1	1900's	letter	from Eugenia to her mother	Lof	speech re failing fast
#1-17E	3	10/8/1949	clippings	Eugenia's obituaries	Lof	000 Oct. 8, 1949
#1-17F	1 telephone, 1 pk	10/5/1949	cards, letters	got well and sympathy cards	F, L, et al	Eugenia's death
#1-17G	1	2/1/1949	receipt	Call-Sloan Co. robe	Lof	job for Eugenia, illness
#1-17H	8	1910-1948	documents	real estate transactions, business checks	Lof	in Eugenia's name
#1-17I	mary	10/1/1949	cards	from funeral home arrangements	Lof	Roller's Chapel \$616.30
#1-17J	1	10/2/1949	document	funeral bill	Lof	Charles Lupton, 44th, Summit College for Christian Workers
#1-17K	1	10/18/1949	letter, speech	words spoken at Eugenia's funeral	Lof	7 days, \$302.60
#1-17L	1	9/14/1949	document	Eugenia's bill from Vanderbilt Hospital	Lof	with Davidson Co. certification, colored
#1-17M	1	12/8/1947	document	Eugenia's Last Will and Testament	Lof	in 3 sleeves
#1-17N	15	1949-52	documents	selling Eugenia's estate	Lof	J.C. Bradford & Co.
#1-17O	4	4/16/1951	documents	accounting of Eugenia's stock dividends	Lof	in case of Outman vs Bowls
#1-17P	1	7/27/1951	receipt	Eugenia had to pay \$139 judgement	Lof	original slightly protected, inc. picture CD for display copy
#1-17Q	1	7/7/1946	document	marriage license, Waller & Eugenia	Lof	from sisters Blanche and Elie
#1-17R	2	1/12/12/1959	letters	both to Eugenia	Lof	Springhill Cemetery, Galathea Rd, Milledge, TN
#1-17S	1	various	document	Born & burial records, graves etc	Lof	1937 shows 7 children, 1920 lists Nettie Alvah, age 10
#1-17T	2	1900, 1920	documents	church records	Lof	Eugenia's death
#1-18	3	NK	list, notes	"To Do" list & financial notes	Lof	
#1-18A	2	NK	cards	Anna's business cards	Lof	
#1-18B	1	1870	card	Anna's medical association card	Lof	
#1-18C	1	1878	card	Anna's medical association card	Lof	
#1-19D	1	1946	tax return	Practical Nursing Oplum, Coca Leaves, etc.	Lof	



Item ID	Quantity	Date	Description	Notes	Location
#1-18E	many	1944-53	documents	patient records, diets, notes, medical due	Lof
#1-18F	6	1945	documents	Peabody College Internal Clinic Physician	Lof
#1-19G	6	1953-54	3-5 cards	Medical Grand Rounds	Lof
#1-19H	2	1956	3-5 cards	invitations to medical events	Lof
#1-19I	2	1964-65	documents	Calendar Dept of Medicine	Lof
#1-19J	1	12/16/1938	file	critique of Anna's teaching @Peabody	Lof
#1-19K	1	12/19/1938	bulletin	Advised Service, Scientific College	Lof
#1-19L	1	95	document	1953 W&J form	Lof
#1-19M	1	1952-57	document	US Central Order Forms for Opium, Coca Leaves, etc.	Lof
#1-19N	1	NK	flyer	Peabody Women's Club Calendar & Dinner	Lof
#1-19O	1	12/28/1949	letter, envelope	Anna examined misbehaviors (Sprinth)	Lof
#1-19P	1	7/27/1959	letter	from Anna to Eugenia	Lof
#1-19Q	1	NK	document	"Postmortem Findings in 12 Cases of Pylorus"	Lof
#1-19R	1	NK	document	"Dr. Anna Mary Borne, Psychologist, UTMB"	Lof
#1-19S	1	1/1/1923	document	"Vanderbilt Alumnae"	Lof
#1-19T	2	4/31/1905	photo	Anna's graduation portrait, UTMB	Lof
#1-19U	1	8/19/1937	letter, envelope	from Anna's supervisor at Vanderbilt Medical	Lof
#1-19V	1	11/28/1946	"newspaper clipping"	"College-age Women's Club will meet..."	2
#1-20	3	1954	patient records	history, findings, autopsy report	Lof
#1-21A	1	NK	notes	handwritten notes from a Clinical Psychological Conference	Lof
#1-21B	1	Jun-43	document	"Dr. Borne's Standing Orders"	Lof
#1-21C	1	NK	document	"What Happened to Fletcher's Case?" uncover letter	Lof
#1-21D	13	1942, 1943	document	patients' names, billed amounts	Lof
#1-22	2	1900	application	Byrd's application to Peabody College, majors for a teaching position.	E, Lof
#1-22B	1	5/28/1920	document	Byrd's college transcript for Peabody	Lof
#1-23	1	1982	daily notes	Notes of Elys Cotta violation at their home in Nashville	Lof

#1-24	1	1984	Certificate	Certificate of Appreciation to Dr. Bowie from the UT Hospital	average (pg. 105)	In commemoration of this Golden Anniversary of service to mankind"
#1-25	1	1970	Certificate	Certificate of Appreciation to Arnes from U Texas Medical Branch	LgF	an 50 years of service (reprinted form refers to "LgF" only)
#1-26A	1	1975	financial statement	financial printout: Byrd (\$195,428)	col	from J.C. Bradford and Company
#1-26B	1	1975	small notebook	financial printout: Lyn (\$325,820)	E	from J.C. Bradford and Company
#1-26C	1	7/27/1975	financial statement	stock holdings	LgF	from Merrill Lynch
#1-26D	1	8/28/1975	letter	book holdings	LgF	from Merrill Lynch
#1-26E	1	9/8/1986	letter	suggests selling stocks	LgF	to raise \$500,000
#1-26F	1	12/01/1988	portfolio statement	cash value \$59,608.00	LgF	Van's name
#1-26G	1	12/11/1986		annual summary	LgF	Van's name
#1-26H	1	4/28/1989		cash value \$20,000.24	LgF	Van's name
#1-26I	1	9/85-9/86	bank book	Williamson County Bank	LgF, balloon	Byrd and Van's joint account, started with 1,110
#1-27	1	1988	financial notes	Bowie bookkeeping: prescription drug paid, paid	LgF	Scratchy financial bookkeeping, mentions \$23,000 paid to Billy Joe Hartman, 1988
#1-28	1	1989-1985	rept pad	"Janet" one copy per year	LgF	about health habits and death
#1-29A	4	1988	photos	color photos of ceremony for library groundbreaking. One shows Mayor John Seitz and Dr. Bowie	LgF	Shows in's 1,7A. Library box (loan of Dr. Bowie speaking about her life), about 5 seconds, at groundbreaking
#1-29B	1	6/6/1988	newspaper photo	library groundbreaking	LgF	Williamson Ledger, laminated
#1-30	1	3/27/1990	newspaper article	Letter to the Editor	LgF	The Observer, calls Dr. Bowie "an inspiration"
#1-31	1	NK	newspaper article and photo	"Library in Fairview to Fulfill a Dream"	LgF	Sammy, article and nice photo of Dr. Bowie, about gift of land for library
#1-32A	2	3/13/1987	newspaper article and photo	"Fairview Books May Grow Amid Sponsors' Tail Pinch"	LgF	Review, August, about land donation for library
#1-32B	1	2/24/1988	newspaper article	"She's still charging Fairview for the battle"	LgF	Tennessean, copy
#1-32C	1	2/24/1988	editorial	"Fairview's new library unwelcome"	LgF	Review, August, copy
#1-33	1	1/4/1986	newspaper article and editorial	"TV's Girl Needs Careful Use to Maintain Its Beauty" complete edition	LgF, col	Review, August, speculation about what City will do w/ Bowie Land
#1-34A	1	8/7/1990	newspaper article	"Dr. Bowie Speaks Her Mind"	LgF	Observer, about golf course proposal
#1-34B	3	8/1/1990	newspaper article	editorial, 2 letters to editor	LgF	Fairview Observer, about golf course
#1-35A	1	2/11/1982	newspaper article	"Miss Bowie, Doing Well"	LgF	Observer, about her health

ID	Date	Category	Description	Location	Notes
#1-32B	2/8/1992	newspaper article	"I Couldn't Be In a Better Place"	LJF	Observer
#1-32C	NK	newspaper article	"Conservator Appointed for Miss Bowie"	LJF	Observer, Mrs. R. McKinney, NOT CITY PROPERTY
#1-32D	8/6/1991	newspaper article	"Dr. Bowie Turns 93"	LJF	Observer, Mrs. R. McKinney, NOT CITY PROPERTY
#1-32E	NK	newspaper article	"Unforgettable character lives as she chooses"	LJF	Observer, Mrs. R. McKinney, NOT CITY PROPERTY
#1-32A	1992	newspaper article	"Byrd's funeral service with Park Legacy"	LJF	Observer, about her death
#1-32B	1992	newspaper article	"Bowie's generosity, sets a gift to many"	LJF	Observer, Mrs. R. McKinney, NOT CITY PROPERTY
#1-32C	1992	newspaper article	"Van Bowie's obituary"	LJF	Observer, Mrs. R. McKinney, NOT CITY PROPERTY
#1-32D	2/10/1992	document	2 pages, red line book at Van's house	LJF	Observer, Mrs. R. McKinney, NOT CITY PROPERTY
#1-37	2/14/1992	newspaper editorial	"Candy Will Miss Two Great Ladies"	LJF	Observer, about her death, obituary on reverse
#1-38	NK	newspaper article	Letter to the Editor, guest on poster board	LJF	Observer, about Dr. Bowie
#1-39	2/14/1992	newspaper editorial	"Dr. Bowie's Generosity, aided on poster board"	LJF	Observer, about her generosity and death
#1-40	1992	newspaper article	"Scientific Dr. Bowie Dies at 93"	LJF	Observer (copy) mentions her "generosity" and notes conservative James Jordan. "I think she always would be properly to be given an organization that would care for it, and protect the address"
#1-41	1992	newspaper article	"Fairview's Miss Van, Generous to the Last"	LJF	The Tennesseean, (copies) story of Dr. Bowie's death and funeral
#1-42	1992	newspaper article	"Miss Van", insyncronic but innovative, dies at 93"	LJF	Observer coverage of Dr. Bowie's death
#1-42A	2/18/1992	newspaper article	"Fairview Loses a Dear Friend, Everlasting Bowie Dies"	E, off	Editorial copied for mail
#1-42B	2/18/1992	newspaper article	"Fairview Loses a Dear Friend, Everlasting Bowie Dies"	LJF	Fairview Observer
#1-44A	1929	diploma	Byrd's medical degree from Vandy	E	2 reduced copies in file
#1-44B	NK	lined notebook	Byrd's notes from AMA	LJF, off	stored in BHC #1-7A notebook
#1-44C	1929	photo	Byrd's medical class	LJF	
#1-45	1936	license	Byrd's medical certificate of permanent license	LJF, off	
#1-46A	1935	license	Van's medical certificate of permanent license	E	UT Memphis
#1-46B	6/6/1967	document	Van's membership in UT Association Society	LJF	turns a large-scale print "laboratory"
#1-46C	Oct-10	newspaper article	"Wife Hires to Stay Now, Women Doctors Agree"	LJF	photo of Van with other women, with dated envelope it came in
#1-47A	NK	photo	Dr. Bowie at library groundbreaking	E	8" x 10" 3x4"
#1-47B	NK	photo	insignia, print	LJF	Van at Fairview library groundbreaking, stored in #1-7A notebook
#1-48A	NK	photo	Dr. Anna with medical bag	LJF	3/1/2005, stored in #1-7A notebook

#1-489	47	1950-59	letters	from patients re consulting doctors to Dr. Anne	Lgf
#1-490	36	40's, 50's, 60's	documents	Dr. Anne's patients' reports & prescriptions	Lgf
#1-491	1	8/19/1991	letter, letter to edit	Anne reviewed a letter's technical info	Lgf
#1-492	many	NK	deposits slips	from Anne's pediatric mental health	F, 3rd drawer
#1-493	1	NK	table	Left over table	Lgf
#1-494	6	1949-50	letters	referring women to Dr. Anne for physical	Lgf
#1-495	5	1953, 1954	letter	correspondence to and from Korean missionaries	Lgf
#1-496	1	NK	photo	Byrd in Astronomy class	F, copy in exhibit
#1-500A	1	NK	book	"The American Popul Medical Diplomacy"	copyright 1913
#1-500B	1	NK	book	"Modern Medicine, its Theory & Practice"	copyright 1910
#1-51	4	NK	photos, A-D	color, Van Anna, Byrd and Walter	one with Dr. Dennis, M. Hojnyak. Stored in #1-74 notebook
#1-52	7	1974	photos	(less photo of all 4 siblings)	F, copy in exhibit
#1-53A	2	NK	VHS tapes	"Treasured Treasures: The Bowie Legacy"	F, copy in exhibit
#1-53B	1	NK	original master	"Treasured Treasures"	copy stored in #1-74 notebook, 4/7/16 & J
#1-53C	2	NK	DVD	"Treasured Treasures"	copy stored in #1-74 notebook, 4/7/16 & J
#1-53D	1	Aug-06	copy disk	"TV" serial	with typed copy
#1-53E	1	10/2/1999	newspaper article	"Portrait of a Hero"	Review Appeal, original and copy, about 2nd production of 777
#1-53F	1	4/6/2000	newspaper article	"Miss Van on Video"	Williamson M, about video re-shot by PHS class
#1-53G	1	8/19/1996	newspaper article	"Dodon's Green Dream Lives On"	Banner, about first production
#1-54A	5	NK	photos	pieces of art	Byrd studied painting at Watkins Institute
#1-54B	5	8/8/1937	misc	Byrd's personal figure and skin analysis	measurements, analysis, sketch of seated figure 3, 1/25/37
#1-54C	1	NK	book	photos, notes from Byrd's art class	recycled composition book
#1-54D	1	blank	painting	chalk drawing of Byrd reading a book	by Byrd's art teacher, J. Desport. Copy in 68F
#1-54E	1	NK	book	Byrd's sketches, some autographs	from "Triangle School"
#1-55	0/18	NK	misc	Dr. Bowen's dental maps, metal books	book, same in 68F, some very old, fragile donation, NOT City property
#1-55A	4 binders	NK	letters	correspondence	F, 1st drawer
#1-56B	1	1918	letter	Anne to Van, money for education	2 sheets

#1-57	1	NK	misc	strange biological set	LF, top	
#1-58	3	NK	misc	sanitized tubes, 3 women	Lof, 4th drawer	Byrd labeled one "Just Mary"
#1-59	1	NK	misc	Russell Spover box with five men's socks and knivie	LF, top	
#1-60	1	NK	misc	jewelry odds & ends	E43	
#1-61	9	NK	misc	New Home sewing machine straw	LF, top	use in "medical" temporary exhibit
#1-62A	6	NK	misc	medicines bottles and capsules	LF, top	use in "medical" temporary exhibit
#1-62AA	6	NK	misc	medicines and syringes	LF, top	
#1-62B	1	NK	booklet	The Life Diet Charts	Lof	
#1-62C	1	Feb 57, March 68	magazines	Southern Medical Journal, So. Med Bulletin	Lof	
#1-62D	2	Sep-09	book	"American Journal of the Medical Sciences"	Lof	
#1-62E	1	Jan-52	magazine	"Journal of Tennessee Medical Assoc"	Lof	
#1-62F	1	Mar-05	book	"Big No Medical"	F, 4th draw	
#1-62G	3	May-05	newspaper's	"Medical Tribune and Medical News"	LF, of	
#1-62H	1	Apr-62	newspaper	"The AMA News"	LF, of	
#1-62I	1	May-62	newspaper	"The Editorial Factor in Medical Progress"	LF, of	
#1-62J	2	12/62 & 10/70	newspapers	"Medical Newsletter/Parsons Co Medical Society"	Lof	
#1-62K	1	NK	misc.	Chromomycin promotion booklet	Lof	
#1-62L	1	Jun-53	clipping	"Sample method for dried salt depletion"	Lof	
#1-62M	1	NK	picture	print of misdiagnosed doctor and patient	Lof	
#1-62N	1	Apr-06	book	"Know Your Doctor"	LF, top	R. Reynolds Tobacco Company propaganda
#1-62O	1	Jun-53	booklet	"Pharmacology & Clinical Char. of Phenylbutazone"	Lof	
#1-62P	many	NK	medicines	collection of pharmaceuticals	LF, top	
#1-62Q	1	1944	book	daily calendar from Doctors Business Bureau	F, 4th draw	cover assumed to be Bowls, never used
#1-62R	2	NK	2 medications	antacid	Lof	Annie's handwritten notes
#1-62S	1	18-Jan-32	newspaper article	Drug addiction treatment	Lof	
#1-63	1	NK	misc	school ball	LF, bottom	prob. from Triangle School
#1-64	1	Aug. 1982	book	Directory of Doctors of Medicine	F, 4th draw	use in "medical" temporary exhibit
#1-65A	1	NK	lookbook	Diseases of Infancy and Childhood	History Village	Annie's medical school text book

ID	Date	Description	Category	Notes	Location
#1-659	4/01/1912	receipt	Vanity Bowler's Office	lab deposit, see #30	LgF
#1-65C	3/28/1900	letterhead	"History of Philadelphia"	Anna's memo, back of book	F, 4th drawer
#1-66D	3/23/1905	notebook	"Diseases of the Nose, Throat & Ear"	History Village donation for R. McGinney, NOT CITY PROPERTY	
#1-66	1911	yearbook	"The Garnett and Blue"	Anna's sophomore year at Peabody	E
#1-67	NK	notebook	physical chemistry class	Byrds	LgF
#1-68A	1922	notebook	medical school	Van's	E
#1-68B	NK	notebook	medical school	UTMS	LgF, top drawer
#1-68C	1924-1925	document	Catalogue pages, UTMS Galveston	Anna, Adjunct Professor of Medicine, Van - Clinical Assistant	?
#1-69	NK	book	best financial ledger	F, 4th drawer	
#1-70	NK	notebook	medical school notebook (black binder)	F, 4th drawer	Byrds
#1-71	NK	misc	paint pots w/gherwin, Williams, Connelihar	probably Byrd's	
#1-72A	1985	paper	plat and \$7,400 appraisal for property at Cheslar Rd. and Hwy 100	this deed with other deeds, inventory #2-3 stored in #172A notebook	LgF
#1-72B	1985	photos	Chester Road corner before sale to Food Lion		LgF
#1-72C	1980's	licenses	Davis Stone - tobacco, steel licenses		LgF
#1-72D	1968	tax stamp	Davis Stone - tobacco, steel licenses		LgF
#1-72E	1965	pld	Davis Stone for unincorporated oblongmanglers	3 sheets, fair condition	OSF
#1-72F	1939 & 1965	misc attached	Davis property		LgF
#1-73	1956	ledger	Bowie property records		LgF
#1-74	8/20/1880	booklet	"How to Feed Gnat"	front YU Director of Yells and Trust, with note to Van and Byrd, after Anna's death	LgF
#1-75A	1967	poem	"Ode to Dr. Anna Bowie"	written by friend Elvin Albin	LgF
#1-75B	5/4/1970	poem	"Ode to Dr. Anna and Miss Van"		LgF
#1-75C	10/78	poem	"Ode to the Bowles"	* with typed copy	LgF
#1-75D	Feb-82	license	"Bowie Land Lady"	written by Bobby McGinney	LgF
#1-75E	1992	license	Dr. Bowie's driver's license	Van was an organ donor	LgF
#1-75F	1980	application	other's license renewal card	Shows Van \$5, 150 pounds	LgF
#1-77A	1917, 1983	licenses	Dr. Bowie's medical license		LgF
#1-77B	1983	license	Byrd's medical license		LgF
#1-77C	NK	card	Byrd's Social Security card		LgF

#1-77D	NK	envelope	Franklin SS numbers	LgF	4 Bowles, 3 from writers
#1-78	NK	photos	Bowles house, 2409 Oakland St, Nashville	LgF	stored in #1-7A notebook
#1-79	885 to 908	return, reads, accounting	closing Byrd's estate	LgF	assessing process, high legal bills
#1-80A	NK	notes	Dr. Bowles' account of how police officers damaged a rental house while breaking up a marijuana still	LgF, not	prob final draft of letter, with copy
#1-80B	12/8/1965	search warrant	for intoxicating liquors and all	LgF, not	with copy
#1-81	NK	photo	alpha, Van at Home Pop High School	F, copy in #1-7A notebook	3 1/2" x 5 1/4"
#1-82A	NK	photo	Byrd, cat and unknown woman	LgF	stored in #1-7A notebook
#1-82B	NK	photocopy	Byrd with dog on log	LgF	stored in #1-7A notebook
#1-82C	7/28/1967	receipts	Cat Chew, 10 pounds/milk	LgF	Byrd charged cat food
#1-82D	1989	receipts	Cat Menu, Cat Chew	LgF	daily dog picked up cat food for Van
#1-82E	4/30/1988	receipts	Byrd's vet bills	LgF	lots of IOWA oil, oil spilled for by various helpers
#1-82F	1974-78	receipts	Byrd's, from Fairview, Parts & Service	LgF	main trip to King's Camp/Car Home
#1-82G	July, 1944	label	Byrd's, handwritten notes, trip expenses	LgF	
#1-82H	NK	cards	warrant planned for trip	LgF	
#1-82I	5/22/1997	document	Byrd is eligible for Medal of Honor	LgF	not eligible for monthly benefits because has not worked long enough
#1-82J	NK	music	Byrd's fusion cove	LgF	epithet/analysis - written on outside of envelope
#1-82K	6/10/1942	letter	transcription from Byrd	LgF	stored in #1-7A notebook
#1-82L	5/30/1967	photo	"The time I wish to depart for Europe"	LgF	possibly Byrd's writing
#1-82M	NK	misc	monthly notes	LgF	typed version #1-9
#1-83	1965, 1956	Stereo pads	Dr. Bowles' handwritten journals	E, LgF	one taped to Waller's desk, one to vinyl under the door
#1-84A	NK	misc	keys to various properties	LgF, top	
#1-84B	many	misc	keys to properties, things	E, LgF	Dr. Bowles' handwriting, 2 pages in file
#1-85	NK	letter pages	(Bhatnagar, Harrell 1968) property list/notes	Diagrams	stick used in filing "Treasured Trees", a reproduction
#1-86	Oct-69	misc	walking stick with red bag	LgF, copy in E	classroom teaching, w/ copy
#1-87	1927	newspaper article	untitled	LgF, copy in E	
#1-88A	NK	misc	exam table, 1 stool	Van Co Museum	
#1-88B	NK	trifles	1 stool, 1 stool, 1 stool table	Henry Village	

ID	Count	Date	Category	Description	Notes	Source
#1-89	1	NK	misc.	"Mitsubishi Proprietary" in black copy case	from Sun Coast board, likely from Anna's medical practice	from
#1-90	2	1899, 60's	2 spiral notebooks	patient records	F. de. dnr	
#1-91A	1	NK	slideshow	"Dr. Anna Mary Bowles"	LgF	
#1-91B	26	NK	newspaper article	Dr. Anna Mary Bowles	LgF	
#1-91C	1	4-18-1980	calendar page	Van's written note of Anna's death	LgF	donation from R. McKinney, NOT CITY PROPERTY
#1-92	61	1900-80's	documents	income, 1919, County tax forms	LgF	
#1-93	5	1955-59	documents	IRS forms	LgF	some show emp. statements
#1-94A	1	8-Jul-75	document	notice of garnishment, \$2,882.13	LgF	Anna's account
#1-94B	1	8-Jul-75	document	notice of garnishment, \$2,922.48	LgF	Van's account
#1-94C	1	NK	letter	requesting payments of loan	LgF	Anna's handwriting, and draft
#1-94D	1	30-Sep-72	document	credit union loan for \$28,997.80	LgF	3 sisters' signatures
#1-96A	13	1-Apr-82	documents	doctor billing and Medicare EOB's	LgF	Van's broken arm
#1-96B	1	14-Jul-83	document	Medicare EOB	LgF	Van's eye surgery
#1-96D	2	1-Sep-88	letters	Van was bronchoscoped, results negative	LgF	
#1-96C	1	18-Mar-88	document	Van's eyeglass prescription	LgF	
#1-96E	4	1890-86	documents	doctors' billing and Medicare EOB	LgF	Van's ailments
#1-96F	1	27-Feb-88	document	Van was X-rayed, chest	LgF	
#1-96	1	26-Aug-82	document	Deduction of Social Insurance Award	LgF	Anna's old eye glasses
#1-97	2	4-Mar-95	cards	Invitations to new Synagogue building	LgF	suggests a charitable remainder trust
#1-98A	1	18-May-77	letter	to Byrd from Vanderbilt	LgF	explains charitable remainder trust
#1-98B	1	1-Aug-77	letter	to Anna from Vanderbilt	LgF	suggests naming building and scholarship for Bowles
#1-98C	2	26-Sep-70	letters	to Bowles from Peabody	LgF	asks for gift of real estate (S. Properties)
#1-98D	1	31-Aug-71	letter	to Bowles from Peabody	LgF	thanks for establishing a scholarship fund
#1-98E	1	NK	clipping photo	"Audio-Visual Educ. discussed at Peabody"	LgF	Van is 2nd from left
#1-99	1	25-Sep-86	letter	from UT Memphis to Dr. Bowen	LgF	
#1-100	1	NK	flyer	Elmer Gansmore at the Ryman	LgF	
#1-101	24	NK	cards	fundraiser for Friends of Children's Hospital	LgF	
#1-102A	1	NK	clipping	Alfred Crabbe position extraordinary	LgF	author of Nashville corporate histories



Item ID	Date	Description	Source	Category	Notes
#1-102B	1934-1979	Christmas verses from Mrs. A. C. Scripps	clippings	LgF	personal notes on reverse
#1-102C	July-70	"Dr. Crutch Spenser"	newspaper clipping	LgF	
#1-103A	June, 1995	book cards	book cards	LgF	DOB June, 1985
#1-103B	June, 1985	book	book	LgF	in registry book
#1-103C	June, 1985	album	album	LgF	in registry book
#1-104A	1988-99	Dr. Thomas Byrd Boone	album	LgF	Negro analyzing
#1-104B	1988-99	"Sunflower Street"	album	LgF	family life
#1-104C	1985, 38, 39	"Side Street"	album	LgF	Negro analyzing
#1-104D	NK	"Hambone's Meditations"	album	LgF	religious books
#1-104E	NK	from Tennessee, NY Times	album	LgF	Negro analyzing
#1-105A	8/25/1940	from paper and magazines	album	LgF	numerous fly clippings in envelope dated 1963 to Arma
#1-105B	NK	certificate of completion, sold geometry	document	LgF	Walter Beale
#1-105C	6-22/1968	completion book, economics class	book	LgF	Walter
#1-105D	7-20/1961	\$1 fine	traffic ticket	LgF	Walter (found ticket with Walter's deposit slip)
#1-105E	—	insurance cards for S2 Hudson, S7 Mercury	cards	LgF	Walter and sister, Dr. Boone
#1-105F	3/4/1962	1967 Investors Tax Kit	document	LgF	Walter, capital gains and losses
#1-105G	3/27/1964	US Treasury	document	LgF	Walter, report of tax audit changes
#1-105H	NK	prescriptions	document	LgF	Walter
#1-105I	many	prescriptions	misc	LgF	daily broken - we have picture of Walter wearing these
#1-105J	4/14/1965	cancelled checks	document	LgF	coverage was dropped on Mercury
#1-105K	5/13/1966	Walter's accounts	letter, document	LgF	also, Medicare eligible, similar copy to Ven
#1-105L	8/27/1966	vehicle registration, 1967 Mercury	document	LgF	comps TMT Trailer Ferry, Inc
#1-105M	10/17/1965	letter, form with return premium	document	LgF	Walter was struck by auto and hospitalized
#1-105N	6/7/1967	from insurance camp re: medical coverage	document	LgF	10 & 18 day hospital stays
#1-105O	7-22/1967	Walter is eligible for Soc Sec and Medicare	document	LgF	Office of the Civilian Personnel Officer, 2 weeks pay - \$15.99
#1-105P	4/15/1966	making arrangements on \$1,500 note	document	LgF	noted that Walter cannot prove birthdate, raised in Kansas
#1-105Q	1967	changing your account with unpaid items	document	LgF	
#1-105R	11/17/1944	application for extension to file taxes	document	LgF	
#1-105S	5/21/1940	medical insurance notices	document	LgF	
#1-105T	5/21/1940	with Walter's paycheck, Air Corps	letter	LgF	
#1-105U	5/21/1940	document	document	LgF	

#1-1057	1	311/1965	document	lynorbill, itemized statement	LF	after Walter's auto accident
#1-1058	many	1960's & 1960's	document	cards, confessions from 1960's and 300's	LF	
#1-1059	1	NK	credit card	Walter's Exxon gas credit card	LF	donation fm R. McKinney, NOT CITY PROPERTY
#1-1060	1	102/11668	letter	from Lansing, Indonesia	LF	to Walter, thanks for financial help, gift of refrigerator
#1-1061	1	NK	cardboard	Jamesville, Florida	LF	
#1-107	10	1969, 40	postcards	requesting copies of Yung published reunion	LF	Atmosphere Pollen of Nashville, Tennessee
#1-108	many	1968-1968	receipts	Moderate Supply	LF	Walter's name
#1-109	2	1967, 05	receipts	Hutton Crashed Stone, Duck Wedding	LF	Byrd, stored with 1/201
#1-110	1	NK	note	coin purse	LF	private donation, not City property - one mentions Jefferson Davis trial
#1-111	23	1900's etc	letters	very old letters, beautiful script	LF	Exhibition Panel Committee
#1-112	1	3/25/1980	document	"In case of emerg. Byrds to act in my place"	LF	reports on the Hudson
#1-113	9	1987, 56	receipts	Stone Auto Co.	LF	problem with real estate agent
#1-114	1	9/5/1963	document	application for lib. 32 Hudson	LF	Yun, Anna & Byrd
#1-115	5	10, 12/1950	letters	Nashville Board of Educ. buying land	LF	donation fm R. McKinney, NOT CITY PROPERTY
#1-116	many	1960's	documents	depos slips, savings books	LF	quilt/seven Walter Russell Bowls, NOT CITY PROPERTY
#1-117	28	NK	cards	Byrd's floral funeral arrangements	LF	donation fm R. McKinney, NOT CITY PROPERTY
#1-118A	1	1/20/1973	card	mentions book written by Walter Russell Byrd	LF	donation fm R. McKinney, NOT CITY PROPERTY
#1-118B	1	NK	document	description, "Learning to Live"	LF	donation fm R. McKinney, NOT CITY PROPERTY
#1-118C	1	blank	clippings	news accounts of W. Russell Byrd's sermons	LF	donation fm R. McKinney, NOT CITY PROPERTY
#1-118D	1	NK	concrete resp	sermon, W. Russell Byrd	LF	very pretty
#1-119	7	NK	cards	vinage Escalar, postcards, unsort	LF	fire damaged
#1-120	many	1920's-1970's	cards	Christmas cards received	LF	donation fm R. McKinney, NOT CITY PROPERTY
#1-121	1	NK	misc.	wooden box	LF	donation fm R. McKinney, includes Anna Bowls
#1-122A	2	NK	misc	small glass bowls	LF	scanned onto CD BHB #1-9C
#1-122B	1	xxx	photo	1924 Egg High School composite	LF	donation from Rosa McKinney, not City property, Byrd's
#1-122	1	NK	photo	8x10 print of Eusebia Walker & Walter	LF	donation from Rosa McKinney, not City property, Byrd's
#1-124A	1	xxx	book	"The House of Seven Gables", 1st edition	LF	donation from Rosa McKinney, not City property, Byrd's
#1-124B	1	NK	book	"Evangeline"	LF	donation from Rosa McKinney, not City property, Byrd's

#1-124C	1	3/13/1865	book	"Synops de Bergence"	Letteral	donation from Rosa McKinney, not City property, Van's
#1-124D	1	?	book	"Agate's Treas of the Northern Lakes States"	F, 4th div	donation from Rosa McKinney, not City property
#1-124E	1	?	book	"English Men of Letters"	F, 4th div	donation from Rosa McKinney, not City property
#1-124F	1	?	book	"The High Bible"	Erg	donation from Rosa McKinney, not City property
#1-124G	1	?	book	"The Young Folks' Treasury"	F, 4th div	donation from Rosa McKinney, not City property
#1-124H	1	?	book	"Gardens' Bazaar"	Erg	donation from Rosa McKinney, not City property
#1-124I	1	3	book	"The Revenge of Shari-Adi Su"	Erg	donation from Rosa McKinney, not City property
#1-125	1	9/28/1915	genealogical book	"The Female Colonator"	LF top drawer	about newspaper
#1-126	1	10/1/1917	DVD	1919 Vagts home, corner of Chester Rd	LgF	made by Joe & Corine Desjardis, Oakland St, neighbors
#1-127	1	NK	newspaper article	Teddy's Tale, People Who Rude	LgF	handwritten note, no Van Bowe, This is You!
#1-128	1	NK	note	Bowie family baby baggy	note	donation from Rosa McKinney, not City property
#1-129	1	NK	misc	sharlene's device, electric	Hobby Village	donation from Rosa McKinney, not City property, likely from Annak, possible
#1-130	1	NK	misc	Bowie family baby cradle	shed	donation from Rosa McKinney, not City property
#1-131	1	NK	misc	metal, glass, wood cabinet	History Village	donation from Rosa McKinney, not City property
#1-132	1	9/19/1919	magazine	dress patterns for little girls	Erg	
#1-133A	1	NK	document	Walter's report card, Nash Public School	LgF	
#1-133B	1	NK	document	Anna's	LgF	
#1-133C	1	NK	document	Eugene's	LgF	
#1-133D	1	1804-05	document	Anna's High School report card	LgF	
#1-134	1	Blank	drawling	"Believer" drawn by Anna Bowie	LgF	donation from R. McKinney, NOT CITY PROPERTY
#1-135A	1	NK	poem	"This Answer" handwritten by Anna	LgF	
#1-136	1	NK	story	"The Story of the Big Snake"	?	handwritten note & back - pages (Eugene's handwriting)
#1-137	2	2/25/1910	clipping	newspaper account of Eugene's death	LgF	
#1-137A	1	NK	clipping	page from "Virginia Herabody"	LgF	donation from R. McKinney, NOT CITY PROPERTY
#1-137B	1	NK	document	announcer's card	LgF	donation from R. McKinney, NOT CITY PROPERTY
#1-137C	1	blank	document	1800 Davidson County Census Roll	LgF	donation from R. McKinney, NOT CITY PROPERTY
#1-138A	1	2/13/1962	letter	from attorney Jordan to R. McKinney, thanking her for care	LgF	donation from R. McKinney, NOT CITY PROPERTY
#1-138B	1	NK	clipping	Special Thanks	LgF	thanks for sympathy from R. McKinney, NOT CITY PROPERTY
#1-138C	1	2/10/1862	clipping	First Responder Call	LgF	Van in carlike area, NOT CITY PROPERTY

#1-139	36	various	postcards	to Anna, Eugenie, Boyd, Walter	LgF	donation from R. McKinney, NOT CITY PROPERTY
#1-140	1	NK	photo album	Views of My Town, Fleming	E93	donation from R. McKinney, not City property, who says Anna bought there
#1-141	1	blank	miscellaneous	1952 calendar, London Print	LF, top drawer	donation from R. McKinney, NOT CITY PROPERTY 1952
#1-142	1	NK	miscellaneous	Anna's wire rim glasses	LF, top drawer	donation from R. McKinney, NOT CITY PROPERTY
#1-143A	2	NK	miscellaneous	Boyd's wire rim glasses (2) wire case	LF, top drawer	donation from R. McKinney, NOT CITY PROPERTY
#1-143B	2	NK	miscellaneous	Boyd's plastic frame glasses (2)	LF, top drawer	donation from R. McKinney, NOT CITY PROPERTY
#1-144A	1	NK	photo	11x14 photo glass oval framed portrait, Eugene	E63	donation from R. McKinney, NOT CITY PROPERTY
#1-144B	1	NK	photo	11x14 photo glass oval framed portrait, Eugene	E64	donation from R. McKinney, NOT CITY PROPERTY
#1-149A	1	NK	miscellaneous	clear glass punch cup	E93	donation from R. McKinney, NOT CITY PROPERTY
#1-149B	2	NK	miscellaneous	stemmed glassware, 3 pieces	E93	donation from R. McKinney, not City property
#1-149C	2	4/17/1956	photos	Anna & Van	X	donation from R. McKinney, not City property
#1-147	2	12/5/1973	miscellaneous	lease and membership card	LgF	stored in #172A taken by Harry Parsons, former resident
#1-148	1	NK	booklet	hand-copied "The Prophet" (small Glean (?)	LgF	ITBMC, in Mr Boyd Boule
#1-149	1	NK	document	outline of Christian principles, requirements	LgF	Anna's handwriting
#1-150	1	NK	misc	handkerchief	E93	Anna's handwriting
#1-161	8	NK	misc	spoons, knife	E93	
#1-152	19	NK	misc	small objects of porcelain, Europe, others	E93	likely Anna's items, container box in LgF, 3rd drawer
#1-153	1	NK	misc	post cards from Mexico and Monaco	LF, top drawer	
#1-154	1	NK	misc	white enamel square container	LF, top drawer	looks medical
#1-156	2	NK	misc	buston boxes with buttons	E93	
#1-155	2	NK	misc	small boxes sewing machine attachments	E93	donation from R. McKinney, NOT CITY PROPERTY
#1-157	1	NK	misc	wood divided drawer: tweezers, scissors, nippers	E93	donation from Rosa McKinney, not City property
#1-158	1	NK	misc	butterknife scissors	E63	donation from Rosa McKinney, not City property
#1-159	1	NK	misc	slice horn & button book combination	E93	donation from Rosa McKinney, not City property
#1-160	1	NK	misc	thread clipper	E63	donation from Rosa McKinney, not City property
#1-161	1	7/6/1905	misc	photo CD, Walter Brown in Civil War uniform	LF, top drawer	original photo in #17A
#1-162	1	blank	misc	calendar from China	E63	on back: Merry Christmas from Alice Wors., 1942
#1-163	1	NK	misc	lady's fan	E63	donation from Rosa McKinney, not City property

#1-164	1	?	book	plans school inside	LgF	donation from Rosa Mackinney, not City property
#1-165		NK	misc	xylophone and stick	LgF, bottom	donation from Rosa Mackinney, not City property
#1-166	2	8/1/1925	document	referenced letters for Anna	LgF	applying to Woman's Hospital, New York, NY
#1-167A	1	8/1/1926	document	letter application, school physician at Peabody College	LgF	Anna's handwriting
#1-167B	1	NK	letter	to Anna about student exception from PE	LgF	
#1-167C	1	9/27/1925	newspaper clipping	Peabody Express Big Enrollment	?	Anna named prod of psychology & women's medical examines
#1-168A	1	9/17/1925	document	recommutation letter, Anna be hired at Peabody	LgF	salary of \$3,000 for the year copy
#1-168B	1	8/2/2028	letter	letter to Kate you from teaching	LgF	Anna wanted to do medical services at Peabody
#1-169	1	8/23/1943	document	termination letter, Anna had resigned from Peabody	LgF	asked to conform to regulations, excessive value of medicine copy
#1-170A	1	11/17/1943	document	summary of Anna's service at Peabody	LgF	from the Peabody Reflector, copy
#1-170B	1	9/8/1948	document	informing Anna they hired another doctor	LgF	but application of services you have rendered, copy
#1-171	1	11/25/1968	newspaper article	The Deanery Home of Dr. Anna Bowler	LgF	1616 18th Ave North, really 16th Ave South, copy
#1-172	1	NK	misc	watercolor of Homage, Belleisle	misc	donation from Rosa Mackinney, not City property
#1-173A	1	12/25/2009	newspaper article	Account Walter Bowler, Torpedo Boat	LgF	not City property
#1-173B	1	4/12/2016	newspaper article	about torpedo boat	LgF	not City property
#1-174	1	1902 pub	book	Translations from Old English Poetry	F, 4th drawer	not City property
#1-175	1	X	book	Ten Boys Who Lived	F, 4th drawer	not City property 1928, Vars
#1-176	1	X	book	French Ship Stories	F, 4th drawer	not City Property, 1907, Varns
#1-177	2	6/13/1895	misc	scarves Van wore towards the end of life	LgF, top	not City property
#1-178	1	5/20/2025	document	patient record	LgF	Anna worked at Bellevue Hospital, New York
#1-179	misc	NK	misc	Oliver Worthington collection	Repository (room)	
#1-180	4	12/28/1676	misc	untouched Social Security checks	?	Van, Anna, Byrd, Walter
#1-181A	1	8/20/2017	newspaper article	religistic interest sparked in Dr. Anna Bowler	?	Quotes Dr. Paula Summery, researcher at UTMH Galveston
#1-181B	1	7/8/1965	document	resume, Dr. Paula Summery	?	
#2-1A	1	5/21/1979	proclamation	from Tennessee House of Representatives	E	"Tree Farmer of the Year"
#2-1B	1	1978	application	Outstanding Tree Farmer of the Year Award	LgF	Tree Forestry Association
#2-1C	1	3/18/1979	letter	notification of the award	LgF	
#2-2	1	8-10-88	letter	from MTSU President to Dr. Bowler	LgF	comments favorably on land reclamation, proposes scientific studies and student visits to Rawls Land

PK	QTY	DATE	DESCRIPTION	ITEMS	SMALL ADVERTISING, LABEL, SERIAL NOTES	LG#	REMARKS
82-3	1	NK		notes	small advertising, label, serial notes	LgF	June/July, March and April
82-4	1	July/Aug 1989	magazine article	magazine article	"Bowles' Treasured Forest"	LgF	The Tennessee Conservationist, copy describes Dr. Bowles' accomplishment in land conservation.
82-5	1	8-21/1977	newspaper article	newspaper article	"Timber Business Booming"	LgF	paper, pointing about the Bowles
82-6	1	1980	into sheet	into sheet	"The Protection of Springs"	LgF	Tenn. Dept. Public Health publication.
82-7	1	1988	booklet	booklet	"Terrestrial"	E	UT Agricultural Extension Service publication.
82-8	1	NK	negative article	negative article	"Fishpond Fever"	LgF copy, subli	Rebecca's Diaries
82-9	many	varies	deeds	deeds	land purchases	F, 2nd crw	sale to Old New Hope Baptist Church (see copy in exhibit).
82-10A	1	NK	notes	notes	land bought and sold	LgF	referred on ledger pages (The Maryland). Nice hand-drawn map on bottom of page 2
82-10B	1	8/13/1987	letter	letter	letter asking if anything still to read	LgF	from man who moved to CA
82-10C	1	12/10/1987	document	document	loan contract, \$1,000, Anna, Van, Byrd and Walter.	LgF	secured by John Deere Tractor, etc.
82-10D	2	8-11/1987	documents	documents	Dillingham property, purchases a "cassette"	LgF	travels sale in Kingston Springs, Van, Byrd, Anna & Walter
82-10E	1	11/17/1984	letter	letter	and letter asking for money.	LgF	
82-11	1	1987	survey, description	survey, description	185 acres that was added to nature park.	LgF	
82-12A	1	8-11/1989	certificate	certificate	American Tree Farm System	E	"Complies with approved standards of forest practices?"
82-12B	1	10-17/1982	certificates	certificates	American Tree Farm System	LgF	"Complies with approved standards of forest practices?"
82-12C	1	NK	letter	letter	Tenn. Forest Industries Committee	LgF	letter, corresponding forest management
82-12D	1	1980-81	card	card	Tenn. Forestry Assoc. Tree Farm Directory	LgF	
82-12E	1	1949	letter	letter	to Anna from National Wildlife Federation	LgF	private stamps
82-12F	2	10, 12/1987	letters	letters	Van letter a committee	LgF	Forest (including Deann) based on Timber Valuation & Taxation
82-13A	1	Nov, Dec, 1988	magazine	magazine	"Journal of Soil and Water Conservation"	LgF	
82-13B	5	NK	documents	documents	Forestry publications	LgF	Van's name
82-13C	1	1988	card	card	Soil Conservation Society	LgF	
82-13D	1	Nov-88	magazine	magazine	"American Forests"	LgF	
82-13E	1	4-8/1974	letter	letter	TVA requires land from Van, Anna and Byrd	LgF	for powerline
82-13F	3	5-27/1805	documents	documents	Grant of Transmission Line Easement	LgF	2 pieces - \$1,700 each; USD was paid for easement.
82-13G	1	7/8/1963	land contract	land contract	from WH Parson and wife	LgF	Byrd's boy
82-13H	1	no dated			to Liberty Lenoir Church of Christ	LgF	Van's sale
82-13I	1	5/9/1978			to James Allen	LgF	Byrd's sale



82-32	many	1980-1970's	cancelled checks	Van, Anne, Burn	F. 3rd div.	many apply to creating the park, work logs & zip-lock bags
82-33A	1	5/7/1985	check	handwritten, offering to sell a "good farm"	LgF	
82-33B	1	8/18/1985	letter	handwritten, offering to sell 5 acres	LgF	
82-33C	3	1987, 50, 00	documents	handwritten contracts for sale, 1 receipt	LgF	Tomlinson, Mearns, Handley
82-33D	1	7/27/1983	letter	business problems at deed, Hampton, S. Handley	LgF	typed by Anne
82-33E	1	2/7/1981	letter	asking for creating w/ Van, hoping for help	LgF	
82-34	1	5/17/1985	booklet	Tennessee Forest Fire Laws	LgF	
82-36	4	1984, 65	letters	about fire that burned pens near Cherokee	LgF	Van asks for \$1500 dentures, mentions her asthma to tax, calls
82-36A	1	8/1/1988	document	Private Lake Operator's License	LgF	
82-36B	1	only 1983	booklet	Fishing Regulations and Assessment	LgF	The State Game & Fish Commission
82-36C	1	5/22/1985	document	application approved, 1000 largemouth bass	LgF	
82-37	1	2/10/1988	receipt	we bill for swimming guests	LgF	Anne's name
82-38	1	9/27/1982	receipt	from Williamson County Schools	LgF	\$600.00 for Tripple School
82-39	several		69 tax receipts	from Deason County	LgF	
82-40	several		69 tax receipts	Williamson County	LgF	
83-1	1	NK	notes	USB Agr-Chemicals label	LgF	notes and receipt of soap, papers with names, phone numbers
83-2A	1	1975	window sticker	American Forestry Association	LgF	September, Year, 1975
83-2B	1	9/29/1989	letter	welcome to Amer Forest Assoc	LgF	
83-3	4	1977	letter, brochure	Forest Industries Committee on Timber Valuation	LgF	
83-4	1	NK	brochure	"How You Can Become a Tree Farmer in Tennessee"	LgF	F. copy in exhibit
83-5	20	1965-62	receipts	rock phosphates, ag lime	LgF	lots and tons (see # 2-34)
83-6	1	1982	booklet	"Agriculture Employer's Social Security Tax Guide"	LgF	
83-7	1	1986	receipt	"Social Security Receipt for Employees at Sawie Tree Farm"	LgF	
83-8A	4	1984, 87, 75	forms	farm acreage allotment quota, tobacco	LgF	
83-8B	3	1983, 85	forms	Lease of Tobacco Acreage Allotment	LgF	
83-8C	2	1983	forms	Notice of Revised Farm Acreage Allotment	LgF	
83-9	1	1988	booklet	"Farm Income Tax Management"	LgF	
83-10	1	1988	booklet	"Farm Sewage Disposal"	LgF	



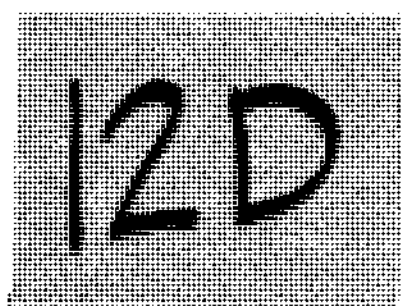
ID	Date	Notes	Source	Location
#3-11	1961	Shipping orders, Red Ten chickens	LF	
#3-12A	1960	USDA tree planting approval	LF	10 acres (also see #3-13, 3-15)
#3-12B	1964	USDA tree planting approval	LF	4 acres, 4,000 seedlings
#3-13	1977	USDA tree planting information	LF	2 copies
#3-14a	3/23/1960	Three Sisters Seed "Timberland Empire"	LF, LF, LF	
#3-14b	3/19/1960	Dr. Boyle and Anne	LF	signed in #1-7A for "Compassion article"
#3-15	1960, 6/1, 62	letter with business receipts	LF	
#3-16	1963	"Employee Annual Tax Return for Co. Employees"	LF	
#3-17	1962	"Lime, Fertilizer and Manure"	LF	LT Extension Service
#3-18a	1978	3 Apple Enterprises	E	gift and other work
#3-18b	May 62	Johnson & Edmiston	E	order work
#3-19	1963	Dixson County Soil Conservation District plan	LF	Dr. Boyle was named "Woodland Farmer of 1963"
#3-20	3/11/1965	10,000 baby pine	LF	copy exhibit (also see #3-25, 3-12, 3-13)
#3-21A	1966	Soil Conservation Society of America	LF	
#3-21B	1973	Soil Conservation Society of America	E	
#3-21C	NK	Den Stronms	E	TN Forestry Assoc.
#3-21D	1963	American Forestry Association	LF	Byrd and Van
#3-21E	NK	Denard Eaton	E, LF	area forester, TN Division of Forestry, printed gift in file
#3-21F	NK	Olilo Smith	E	biologist
#3-21G	NK	Robert Patton	E	wildlife officer
#3-21H	NK	labeled envelope holding cards	LF	handwritten names and numbers
#3-22A	7/21/67	"The Land is Alive Again... Thanks to Her"	LF	Pressman, pic of Van, arms outstretched, Mrs. PAIT Scott of file
#3-22B	7/21/67	picture of Van, arms outstretched	LF	proposal to limit # signs, forest acres owned by single landowner
#3-23	3/8/1964	House Bill No. 1473	LF	Dec. 22, 1963, stored in #1-7A notebook
#4-1A		park used signing at City Hall	LF	
#4-1B	Jan-69	City Resolution accepting gift of land	LF	
#4-2A	12/26/1968	Dr. Bowie Donnie 700 Acres of Land to City for New Park, complete edition	LF, LF	Review August, about donation of parkland
#4-2B	12/26/1968	Dr. Bowie Donnie 700 Acres of Land to City for New Park	LF	copies

#4-3	1	Doc-98	newspaper article	working copy of transfer deed	LgF	
#4-4A	1	Apr-92	papers	sculpt, Earth Day observance honoring Dr. Bowles	LgF	possibly, Observer, has negatives of this
#4-4B	1	Apr-92	newspaper article	"Earth Day, 1980"	LgF	Observer
#4-4C	1	May-90	newspaper article	"On Earth Day, 1980"	LgF	Observer
#4-4D	1	May-90	document	"It's Critically Poliofree Minute Park now"	LgF	Observer
#4-4E	1	Apr-90	document	Park Dedication Day	LgF	dedication on Earth Day
#4-5	8	1981-1998	photos	Treasure, landscapes, picnic area, Saddle Club arena	LgF	dated in 81-7A
#4-6	1	8/10/1998	newspaper article	"Parkview Makes History with Market Horticulture Bowles"	LgF	with Wilson ALA
#4-7A	1	NK	newspaper article	"Evaluation of Bowles Property Begins"	LgF	Observer, with photo
#4-7B	1	July 11 & 18, 1992	document	Lg of items sold at Bowles auction	LgF	from White store, house, signs, back of store, clinic
#4-7C	1	blank	newspaper article	"Parkview will auction Bowles' estate"	LgF	donation in R. Mackinney, NOT CITY PROPERTY
#4-7D	1	3/22/1997	letter	talk of working through Vart's possessions	LgF	from James Jordan to Ann Stewart
#4-7E	1	3-28-81	letter	talk of sorting through Vart's possessions	LgF	from Ann Stewart to James Jordan
#4-8A	1	8/29/1978	letter	discussion of gift of land	LgF	to Dr. Bowles from UT Office of the LgF for Agriculture
#4-8B	1	12/27/1960	letter	RE: Anna & Van possible gift of land in Charlotte	LgF	to President Davis, A. I. State University
#4-8C	1	9/26/1965	letter	RE: gift of land to UT College of Medicine	LgF	"donation never came to fruition"
#4-8D	2	4/27/78 & 6/27/78	letter	RE: establishing home for old Ms. Park	LgF	quicker James Jordan about Van's thought on golf course idea
#4-9	1	NK	newspaper article	"Parkview Weighs What to Do with Donation"	LgF	to Dr. Bowles from UT Office of Development
#4-10	1	11/18/1965	letter	discussion of gift of tree farm	LgF	to Jim Peterson from Harzog, with envelope
#4-11	1	6/5/1967	letter	discussion of gift of land to Parkview	LgF	to Mayor John Sisk from Harzog
#4-12	1	5/30/1968	letter	about provisions in Dr. Bowles' will	LgF	to Stark from Harzog, "she has an interest in allowing the property to be maintained as a park, much like Perry and Edwin Manuel Park". 2 copies
#4-13	1	7/27/1968	letter	about donation of land to Parkview	LgF	to Peterson from Harzog
#4-14	1	8/4/1980	letter	about transfer of property	LgF	to Peterson from Harzog
#4-15	1	6/10/1968	letter	about transfer of property	LgF	to Peterson from Harzog
#4-19A	2	March, 1999	letters	about transfer of property	LgF	from Harzog to Paul Jacobs, and to Dr. Bowles
#4-19B	1	9/17/1989	document	last will and testament	LgF	draft of final will and signed 1989
#4-19C	1	2/16/1992	document	notice of will's removal from bank lock box	LgF	signed by Stewart, Stark, and Randolph

#4-17	1	9/28/1989	Letter	about property appraisal, \$2,425,000	LoF	to City Manager from Martinez about sharing appraisal cost, whopy
#4-18	1	12/26/1989	Book	740 Opinion of Value of Private Properties" \$2,725,000	LoF	with accompanying letter to Staff, from James Jordan.
#4-19	2	Mar-90	VHS & CD/D	interview with John Stark	LoF top	first-hand account of how the park became City property
#4-20	7, 8, 11	9/27/90 to 9/14/1990	Wills	wisdoms of Dr. Bowle's Final Will and Testament	LoF	with comparison chart
#4-21	1	3/18/1990	014C	recognition proclamation	LoF top	from the City of Fairview
#4-22	1	NK	letter to editor	about where to put City Center	LoF	mentions use of Bowle money to maintain park
#4-23	1	1/14/1997	letter to editor	"When Bowle's Wills Had One Strong Feature"	LoF	her wish that the park remain a wedding sanctuary, assets maintain it
#4-24	5	NK	014C	"The Bowle Display"	maximum room	private donation from the Fairview Area Chamber of Commerce
#4-25	1	9-27-1997	newspaper article	"Evening Star Bowle Wins a Gift to Fairview"	LoF	Nature Park, result of her legacy

CITY OF FAIRVIEW, TENNESSEE

RESOLUTION NO. 12-18



**A RESOLUTION OF THE CITY OF FAIRVIEW, TENNESSEE, CONTRACT WITH CIVIL AND ENVIRONMENTAL CONSULTANTS (C.E.C.) FOR PROFESSIONAL SERVICES RELATED TO THE FAIRVIEW BOULEVARD SIDEWALK ADDITION FROM BOWIE LAKE ROAD TO PARK VILLAGE COURT.**

**WHEREAS**, the city has contracted with the State of Tennessee to install a sidewalk along Highway 100 from Bowie Lake Road to Park Village Court, and

**WHEREAS**, the Fairview Board of Commissioners recently selected Civil and Environmental Consultants (C.E.C.) of Franklin, TN, to provide professional engineering services for this project, and

**WHEREAS**, the total project budget is \$993,000 comprised of 95% in state funds and 5% matching city funds, and

**WHEREAS**, the project is scheduled to be completed in August, 2020, and

**WHEREAS**, C.E.C. has proposed an estimated cost of \$71,600 for their professional engineering services for this project, and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, AS FOLLOWS:**

The City of Fairview Board of Commissioners hereby resolves to and does approve the contract proposed by Civil and Environmental Consultants, Inc. (C.E.C.) for the professional engineering services on the Fairview Boulevard (SR-100) Sidewalk Addition, state project numbers 94LPLM-S0-088, 94LPLM-S2-090 and 94LPLM-S3-091, PIN 123627.00.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Recorder

Approved As To Form:

\_\_\_\_\_  
City Attorney



April 27, 2018

Mr. Scott Collins  
City Manager  
City of Fairview  
7100 City Center Way  
Fairview, TN 37062

Dear Mr. Collins:

Subject: Proposal for Professional Services  
Fairview Boulevard (SR-100) Sidewalk Addition  
State Project Numbers: 94LPLM-S0-088, 94LPLM-S2-090, and  
94LPLM-S3-091  
Project Identification Number (PIN): 123627.00  
CEC Project Number 175-121

## **1.0 INTRODUCTION**

Civil & Environmental Consultants, Inc. (CEC) is pleased to provide the City of Fairview (City) with this proposal to provide preliminary engineering, design phase, pre-bid phase, bid phase, and construction engineering and inspection (CEI) professional services for the proposed sidewalk along Fairview Boulevard (SR-100) in Fairview, Tennessee. Sidewalk is proposed along the east side of Fairview Boulevard from Park Village Court to Bowie Lake Road (approximately 0.43 miles of sidewalk). The project also is proposed to provide accommodations within the project limits for wheelchairs consistent with ADA standards.

Preparation of this proposal was based on the following:

- Grant Contract between the City of Fairview and the Tennessee Department of Transportation (TDOT) dated August 17, 2016, describing the terms, conditions, and budgets for the grant.
- TDOT authorized the project to proceed into the Design Phase on November 13, 2017.
- Tennessee Environmental Evaluation Report (TEER) completed and provided to CEC by TDOT.
- Discussions with the City and TDOT regarding project details.
- Available aerial photography of the project area.
- Right-of-Way and/or easement acquisition will not be required for this project consistent with the Tennessee Environmental Evaluation Report (TEER) dated 06/19/2017 provided by TDOT.

The following information provides scope of services, estimated costs, schedule, additional services, and closing remarks.

## **2.0 SCOPE OF SERVICES**

### **2.1 Task 0001 – Project Coordination Services**

This task consists of general project management, administrative, and accounting activities for the project, including up to four (4) project status / review meetings, preparing and distributing project correspondence, scheduling of review meetings and activities, and discussion of project issues throughout the project. CEC will also communicate with TDOT to monitor the project funds as allocated in the City's contract with TDOT for each phase of the project. Services will be performed in accordance with the latest edition of the TDOT Local Government Guidelines for the Management of Federal and State Funded Transportation Projects. Invoicing and payment for services will be submitted by CEC to the City in accordance with TDOT guidelines.

### **2.2 Task 0002 – Surveying Services**

CEC will perform a topographic survey within the project limits to use as base mapping for the proposed sidewalk design. The survey will be collected from Park Village Court to approximately 300 feet south of Bowie Lake Road. The width of survey within these limits will consist of the western edge of existing pavement on Fairview Boulevard to twenty (20) feet east of the existing right-of-way line on the east side of Fairview Boulevard.

Within these limits, the survey will consist of existing topography sufficient to generate 1' contours, storm structure locations including size, type, and invert elevations, right-of-way location, edge of existing pavement/curb, existing traffic infrastructure, above ground and/or marked utility locations, and areas of existing landscaping, trees, and shrubbery. In addition, spot elevations will be obtained every 25 feet along the painted white stripe on the east side of Fairview Boulevard to approximate the tie-in to the existing roadway. CEC will perform one (1) site visit to observe existing surveyed conditions and take photographs to document existing observed conditions.

Utilities will be shown according to surface observations combined with plans and markings provided by calling the Tennessee 811. It is CEC's experience Tennessee 811 may not respond to a request for markings unless excavation activities are involved. Tennessee 811 does not mark utility lines or services on private property. The utilities shown will be located from field survey information and/or existing drawings. The surveyor makes no guarantee that the utilities located comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the utilities located are in the exact location indicated although the surveyor does certify that they are located as accurately as possible from information available. For utility lines or service locations on private property, CEC can retain the services of a private underground utility location service for an additional fee upon request.

### 2.3 Task 0003 – Preliminary Design Services

This task will consist of development of preliminary design plans package, engineer's opinion of probable cost, preliminary special provisions, and preliminary submittal and review. The design plan sheets will be prepared in conformance with TDOT's standard plan sheets in size and design. The design plans will conform to TDOT's current design standards and *Roadway Design Guidelines*. The preliminary plans will be prepared in 24" x 36" format and will consist of the following:

1. Title Sheet, Index Sheet, Legend, General Notes
2. Quantities Sheets
3. Details and Notes Sheets
4. Sidewalk Layout Sheets
5. Grading and Drainage Sheets
6. Erosion Control Sheets
7. Traffic Control Sheets
8. Opinion of Probable Construction Cost

The preliminary design package will be provided to the City and TDOT for review and comment. Three (3) hard copies and an electronic copy of the plans and opinion of probable construction cost will be provided for review and comment. Once comments are received, CEC will address comments and revise the design plans as necessary. Three (3) copies of the revised preliminary design plans will be provided to the City and TDOT to proceed to the Construction Phase.

### 2.4 Task 0004 – Final Design Services

Upon receipt of notice to proceed with the Construction Phase from TDOT, the Final Design Plans package will be prepared. This task will consist of development of final design plans, final engineer's opinion of probable cost, and final special provisions based upon services provided in Task 3. The final design package will be provided to the City and TDOT for review and comment. Three (3) hard copies and an electronic copy of the plans and opinion of probable construction cost will be provided for review and comment. Once comments are received, CEC will address comments and revise the design plans as necessary. Three (3) copies of the signed and sealed final construction design plans will be provided to the City and TDOT in preparation of TDOT providing authorization to receive bids.

### 2.5 Task 0005 – Pre-Bid and Bid Phase Services

CEC will prepare a Bid Book for the project in accordance with TDOT Office of Local Programs standards. It is assumed that separate stand-alone technical specifications will not be prepared for the project and that TDOT specifications will be used. Technical specifications will only be developed for items not covered by TDOT specifications, and this information will be included on the plan sheets. The Bid Book will contain the Request for Proposals, the contract documents, bid forms, disadvantaged business enterprise (DBE) requirements, specifications, required special

provisions, and a half-sized plan set (11" x 17"). The Bid Book will be submitted to the TDOT Office of Local Programs seeking approval and authorization for the City to proceed with bidding the project. Upon receiving the Notice to Proceed with Construction from TDOT, CEC will provide up to ten (10) copies of the plans and Bid Book to the City.

Upon receiving authorization from TDOT to receive bids, CEC will assist the City with drafting the advertisement for bids and conduct one (1) pre-bid meeting with potential bidders. The City will be responsible for advertising the bid in the necessary media. CEC will respond to questions that arise during the bidding process and issue statements of clarification or bid addenda as appropriate. CEC will be present for the bid opening and meet with the City following the bid opening to assist with bid review. In addition, CEC will tabulate the bids received and evaluate the compliance of the bids with the bidding documents and in accordance with TDOT Policy No. 355-02, *Awards of Construction Contracts*. CEC will prepare a written summary of this tabulation and evaluation and submit the bid tabulation and other required documentation to TDOT seeking review and approval to award the contract to the lowest responsive bidder.

#### 2.6 Task 0099 – Reimbursables

- Project reimbursables, including reproduction and travel costs, will be invoiced at cost plus a 12% administrative fee.
- For the basis of this estimate, \$3,000 has been assumed. Upon nearing the allowance amount, CEC will contact you for authorization of additional fees, if additional costs are required.

### 3.0 ESTIMATED COSTS

The estimated costs for providing professional services, as described above, are summarized below. These costs are based on our current understanding of the anticipated effort. The scope of services and costs may require adjustment as the project progresses, so the actual billed amounts may be more or less than those presented below.

Task 0001	Project Coordination Services	\$ 7,800
Task 0002	Surveying Services	\$ 14,700
Task 0003	Preliminary Design Services	\$ 26,200
Task 0004	Final Design Services	\$ 10,000
Task 0005	Pre-Bid and Bid Phase Services	\$ 9,900
Task 0099	Reimbursables	\$ 3,000
<b>Total Estimated Cost</b>		<b>\$ 71,600</b>

Invoicing of professional services will be based upon TDOT requirements for state funded projects with an overhead rate of 145.00% and a net fee of 12%. Invoicing will follow TDOT standard invoicing guidelines for state funded projects.



Our Schedule of Terms and Conditions, which apply to the proposed work, is attached. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to authorization to proceed. Your written authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions.

#### **4.0 SCHEDULE**

CEC is available to begin work on this project immediately upon notice to proceed and will be based on the following schedule:

- I. Surveying and Preliminary Design – 90 Days following Notice to Proceed from City
- II. Final Design – 60 Days following consolidated preliminary design comments
- III. Bid Book Documents – 30 Days following consolidated final design comments
- IV. Bid Phase Services – Beginning after TDOT Notice to Proceed for Construction Phase

Please note that CEC has no control over internal TDOT review processes as they relate to approvals and the issuances of notices to proceed from the Local Programs office.

#### **5.0 ADDITIONAL SERVICES**

The proposed scope of services and estimated costs presented do not include the following services, which may be required as the project progresses. At your request, we can provide separate proposals which include these additional services as their scope is defined:

Construction Engineering and Inspection (CEI) services: CEI services are not included in this scope of services. Upon completion of Task 0004, CEC will provide the City with a scope of services and associated fees based upon the Final Construction Plans.

Post-Construction Survey: CEC can perform survey of the site to document constructed facilities for an additional fee.

#### **6.0 CLOSING**

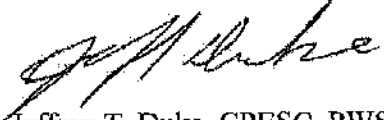
CEC appreciates this opportunity to present this proposal to the City of Fairview for the professional services. We are available to meet with you to discuss the scope of services, estimated costs, or schedule outlined herein for completion of our professional services. We can modify the proposed scope of services,

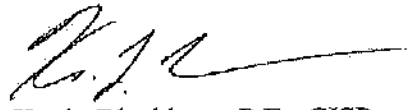
Mr. Collins – City of Fairview  
CEC Project 175-121  
Page 6  
April 27, 2018

if necessary, to accommodate specific constraints that may exist for this project. CEC looks forward to working with you toward the successful completion of the project. Please do not hesitate to contact us at 615-333-7797 should you have any questions, or if this proposal does not match your intentions.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

  
Jeffrey T. Duke, CPESC, PWS  
Principal

  
Kevin Blackburn, P.E., GISP  
Project Manager

Accepted: \_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

Enclosure: CEC Terms & Conditions

**SCHEDULE OF TERMS AND CONDITIONS  
GEOTECHNICAL, CIVIL ENGINEERING AND SURVEYING SERVICES**

**1.0 PROPOSAL ACCEPTANCE**

The following terms and conditions ("TERMS") shall apply to and are an integral part of the attached proposal between Civil & Environmental Consultants, Inc. ("CEC") and the CLIENT named in the attached proposal ("CLIENT"). CLIENT's acceptance of the proposal includes acceptance of the TERMS and any terms and conditions proposed by the CLIENT will be deemed to materially alter the TERMS and are hereby objected to and rejected by CEC. Acceptance of this proposal, including acceptance of the TERMS, shall occur upon the notification of CEC by CLIENT, in writing or orally, to commence performance in accordance with the proposal and the TERMS.

CEC shall perform its services consistent with the professional skill and care ordinarily provided by professionals, such as CEC, practicing in the same or similar locality under the same or similar circumstances. There are no warranties provided whether express or implied.

**2.0 SUBSURFACE CONDITIONS**

The CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by CEC will be based solely on information available to CEC. CEC is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

**3.0 SUBCONTRACTED SERVICES**

CEC will select reputable subcontractors for test borings and/or other explorations or services based on oral or written competitive prices. The contractor's invoices shall be billed in accordance with our proposal. Nothing in this paragraph shall require that services or equipment be obtained through competitive bidding or be available from more than one source.

**4.0 SITE ACCESS AND SITE CONDITIONS**

CLIENT will grant or obtain free access to the site for all equipment and personnel for CEC to perform the work set forth in this AGREEMENT. The CLIENT will notify any and all possessors of the project site that CLIENT has granted CEC free access to the site. CEC will take reasonable precautions to limit damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL.

CLIENT shall provide CEC with all information in CLIENT's possession concerning the Project Site or information which would materially affect performance of the work. CLIENT shall cooperate fully with CEC and shall timely provide CEC with all decisions, choices, criteria, or other determination necessary to the prosecution of the work. CLIENT shall designate a Project Manager who shall act on CLIENT's behalf.

The CLIENT is responsible for the accuracy of locations for all subterranean structures and utilities. CEC will take reasonable precautions to avoid known subterranean structures, and the CLIENT waives any claim against CEC, and agrees to defend, indemnify, and hold CEC harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, CLIENT agrees to compensate CEC for any time spent or expenses incurred by CEC in defense of any such claim with compensation to be based upon CEC's prevailing fee schedule and expense reimbursement policy.

## **5.0 SAMPLE DISPOSAL**

CEC will dispose of all remaining soil and rock samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's prior written request.

## **6.0 CONSTRUCTION OBSERVATION**

If CEC is retained by the CLIENT to provide a site representative for the purpose of observing specific portions of the construction work as set forth in the PROPOSAL then this section applies.

For the specified assignment, CEC will report observations and professional opinions to the CLIENT. No action of CEC or CEC's site representative can be construed as altering any AGREEMENT between the CLIENT and others. CEC will report any observed work to the CLIENT which, in CEC's professional opinion, does not conform with plans and specifications. CEC has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for the CLIENT. Furthermore, CEC's presence on the site does not in any way guarantee the completion or quality of the performance of the work of any party retained by the CLIENT to provide construction related services.

CEC will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction selected by any agent or AGREEMENT of the CLIENT, or safety precautions and programs incident thereto.

CEC disclaims any and all responsibility and liability for damages that result from implementation of CEC's plans, specifications, or recommendations when CEC is not retained to observe such implementation.

## **7.0 BILLING AND PAYMENTS**

**7.1** General: Invoicing for labor will be performed in accordance with the provisions outlined in the proposal to which these Terms and Conditions are a part. Invoices shall generally be submitted every four weeks for services performed during the previous four weeks. Payment shall be due within 30 days of invoice date. Payment shall be made as follows:

1. Lockbox (regular mail):  
Civil & Environmental Consultants, Inc.  
P.O. Box 644246  
Pittsburgh, PA 15264-4246

2. Electronic Payments:  
Bank Wire Information:  
Bank: PNC Bank  
Pittsburgh, PA 15222

Account Name: Civil & Environmental Consultants, Inc.  
333 Baldwin Road  
Pittsburgh, PA 15205

PNC Bank Routing #043000096      Bank telephone Number: 412-762-1836

Civil & Environmental Consultants, Inc. – Account #2272405

If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CEC in writing within fourteen (14) calendar days of the invoice, identify the cause of disagreement, and pay within thirty (30) days that portion of the invoice, if any, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of 1-1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by the CLIENT to CEC per CEC's current fee schedules. In the event CLIENT fails to pay CEC within thirty (30) days after invoices are rendered, CLIENT agrees that CEC will have the right to suspend this AGREEMENT, without incurring liability to CLIENT, after giving seven (7) days written notice to CLIENT.

- 7.2 Litigation Services: If litigation services are not part of the proposal to which these Terms and Conditions are attached and are requested by CLIENT, the scope and invoicing terms for the requested litigation services will be identified in a separate proposal. The labor rate paid for senior CEC personnel (project manager, senior project manager, principal, or officer) for direct litigation support services shall generally be invoiced at a minimum rate of 1.5 times typical CEC rates, as specified in a separate proposal for those services.

## 8.0 REIMBURSABLE EXPENSES

The following items of direct non-salary expenses shall be billed according to the terms of our proposal.

- 8.1 Transportation and living expenses incurred for assignments outside the area.  
8.2 Automobile expenses for personal or company vehicles at the allowable IRS mileage rate, plus parking and toll charges. For company vehicles, a minimum of \$85/day will be charged for use, unless the daily mileage charge for the vehicle in question exceeds \$85/day, in which case the actual daily mileage charge applies. Rental vehicles will be charged at cost.  
8.3 Long distance telephone calls, telegrams, and cables.  
8.4 Field survey equipment usage at \$10.00/hr.  
8.5 Computer usage and word processing at \$5.00/hr. and CADD at \$15.00/hr connect time.

- 8.6 Shipping charges for soil and rock samples, field equipment, etc.
- 8.7 Project photographs and reproduction of drawings and reports.
- 8.8 Test borings, laboratory services, and other subcontracted services.
- 8.9 Other items directly identifiable to the project.

Our proposal does not include gross receipts taxes, business or occupation taxes or assessments that the municipality where the project is located may assess upon CEC or its subcontractors. If such taxes are or become a liability of CEC, the CLIENT agrees to reimburse CEC at cost. This tax cost reimbursement will not be subject to mark-up.

## 9.0 TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if the CLIENT suspends the work for more than three (3) months. In the event of termination, CEC will be paid for services performed prior to the date of termination plus reasonable termination expenses, including the cost of completing analyses, records and report necessary to document job status at the time of termination.

## 10.0 SAFETY

When CEC provides construction observation or management services on the job site during project construction, it is understood that, in accordance with generally accepted practices, the contractor shall be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any observations of the contractor's performance conducted by our personnel will not include review of the adequacy of the contractor's safety measures in, on or near the construction site.

## 11.0 INSURANCE

CEC will maintain Workmen's Compensation Insurance as required by state law and General Liability Insurance for bodily injury and property damage with an aggregate limit of \$1,000,000 per occurrence. CEC will furnish certificates of such insurance upon request. In the event the CLIENT desires additional coverage of this type CEC will, upon the CLIENT's written request, obtain additional insurance (if possible) at the CLIENT's expense. Our liability to the CLIENT for bodily injury or property damage arising out of work performed for the CLIENT for which legal liability may be found to rest upon us, other than for professional errors or omissions, shall be limited to our General Liability Insurance coverage.

## 12.0 ALLOCATION OF RISK

12.1 Limitation of Remedies: Subject to all otherwise applicable statutes of limitations and repose, CLIENT agrees to limit CEC's liability to CLIENT, and to any other person or entity, for any claim arising from, or alleged to arise from any acts, errors or omissions in the performance of services under this AGREEMENT whether such claim sounds in negligence, breach of contract, strict liability, or other legal theory, except for willful misconduct or gross negligence and including any legal fees or costs awarded under this AGREEMENT, to an aggregate limit of the amount of fees paid to CEC under this AGREEMENT, or \$50,000, whichever is greater.

If CLIENT prefers not to limit our professional liability to this sum, we shall waive this limitation upon CLIENT's written request, provided that CLIENT agrees to pay for this waiver at a negotiated fee. CLIENT's request for this option must be made at the time CLIENT accepts our proposal. In the event CLIENT makes a claim against us for any act arising out of the performance of our professional services, and fails to prove such claim, then CLIENT agrees to pay all legal and other costs incurred by us in defense of such claim.

- 12.2 Waiver of Consequential Damages: CEC and CLIENT agree to waive any claim against each other for consequential damages.
- 12.3 Indemnification: CEC shall indemnify and hold harmless CLIENT from and against any and all claims, damages, or liability arising from the negligent performance of services under this AGREEMENT by CEC, including injuries to employees of CEC.
- 12.4 Continuing Agreement: The obligations of this section shall survive notwithstanding termination of this AGREEMENT. In the event that CLIENT requests that CEC provide additional services, CLIENT's obligations under this section shall apply to such additional services as if such additional services had to be performed as part of this AGREEMENT.

### 13.0 DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT warrants that a reasonable effort to inform CEC of known or suspected Biological Pollutants or Hazardous Materials on or near the project site has been made by the CLIENT. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the by-product of any such biological organisms. The term Hazardous Materials shall mean any toxic substances, chemicals, pollutants, or other materials, in whatever form or state, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, minerals, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant, that is known or suspected to adversely affect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever and shall include, but not be limited to, those substances defined, designated, or listed in Section 404 of the Solid Waste Disposal Act (42 USC Subsection 6903); Section 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act (42 USC Subsection 9601(14)); as listed or designated under Sections 1317 and 1321(b)(2)(a) of the Title 33 (33 USC Subsections 1317 and 1321(b)(2)(a)) or as defined, designated, or listed under any other federal, state, or local law, regulation or ordinance concerning hazardous wastes, toxic substances, or pollution.

Hazardous Materials may exist at a site where there is no reason to believe they could or should be present. CEC and CLIENT agree that the discovery of unanticipated Hazardous Materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CEC and CLIENT also agree that the discovery of unanticipated Hazardous Materials may make it necessary for CEC to take immediate measures to protect health and safety. CLIENT agrees to compensate CEC for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.

CEC agrees to notify CLIENT when unanticipated Hazardous Materials or suspected Hazardous Materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold CEC harmless for any and all consequences of disclosures made by CEC which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is the CLIENT's responsibility to inform the property owner of the discovery of unanticipated Hazardous Materials or suspected Hazardous Materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CEC, and to the maximum extent permitted by law, agrees to defend, indemnify, and save CEC harmless from any claim, liability, and/or defense costs for injury or loss arising from CEC's discovery of unanticipated Biological Pollutants, Hazardous Materials or suspected Hazardous Materials including any costs associated with possible reduction of the property's value. CLIENT will be responsible for ultimate disposal of any samples secured by CEC which are found to be contaminated.

#### **14.0 CHANGES**

14.1 Unforeseen Site Conditions: CLIENT reserves the right to make reasonable changes in the work to be performed after acceptance of this AGREEMENT. CLIENT understands that unforeseen site conditions may require changes in the Scope of Work to be performed.

14.2 Unauthorized Changes: If changes are made in CEC work products by CLIENT or persons other than CEC, and these changes affect our work, any and all liability against CEC arising out of such changes is waived and you assume full responsibility for such changes unless you have given us prior notice and have received from us written consent for such changes.

14.3 CLIENT Requested Changes: Upon receipt of a change requested by CLIENT, CEC will obtain price quotations from the contractors and shall provide CLIENT with a quotation of the cost of having the change performed, and any increase in contract time caused by the change. CLIENT shall authorize the requested change by amending the contract price and contract time.

#### **15.0 MEDIATION AND ARBITRATION**

15.1 Scope of Clause: Any claim arising out of or related to this AGREEMENT, except claims which are specifically excluded from mediation and arbitration as set forth in the "Exclusions" paragraph of this section of the AGREEMENT, shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. With the exception of the claims set forth in the "Exclusions" paragraph of this section of the AGREEMENT, the mediation and arbitration provisions of this section shall apply to any and all disputes between CLIENT and CEC which arise from or which are in any way related to this AGREEMENT, including, but not limited to, the interpretation of this AGREEMENT, the enforcement of its terms, and any acts, errors, or omissions of CEC in the performance of this AGREEMENT.

15.2 Notice of Dispute: Within forty-five (45) days of the occurrence of any incident, action, or failure to act upon which a claim for relief is based, the party seeking relief shall serve the other party with a written notice specifying the nature of the relief sought, the amount of relief sought, a description of the reason relief should be granted, and a citation of the appropriate portions of this AGREEMENT that authorize the relief requested. The Notice of Dispute requirement under this paragraph does not pertain to the claims excluded from mediation and arbitration as described in the "Exclusions" paragraph of this section of the AGREEMENT.



- 15.3 **Meet and Confer:** Within ten (10) days of receipt of the Notice of Dispute, the parties shall meet and confer in a good faith attempt to resolve the dispute. Participants in the meet and confer must have the authority to enter into a resolution on behalf of each party. Attorneys representing the parties may not be present at this meeting. The Meet and Confer requirement under this paragraph does not pertain to the claims excluded from mediation and arbitration as described in the "Exclusions" paragraph of this section of the AGREEMENT.

If, as a result of the parties having met and conferred, an agreement is reached resolving the dispute, the parties shall immediately execute an addendum to this AGREEMENT setting forth the terms of their agreement.

- 15.4 **Facilitated Mediation:** If no agreement is reached, or if the agreement does not resolve all of the issues encompassed by the Notice of Dispute, the parties shall resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this AGREEMENT and the American Arbitration Association. The Request for Mediation may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- 15.5 **Fees and Location:** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Pittsburgh, Pennsylvania, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- 15.6 **Arbitration:** Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the paragraphs set forth above. Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Demand for arbitration shall be filed in writing with the other party to this AGREEMENT and with the American Arbitration Association.
- 15.7 **Demand for Arbitration:** A demand for arbitration shall be made within a reasonable time after the claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations.
- 15.8 **Limitation on Consolidation or Joinder:** Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to this AGREEMENT shall include, by consolidation or joinder or in any other manner, any person or entity not a party to this AGREEMENT under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (3) the interest or responsibility of such person or entity in the matter is not insubstantial. This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

15.9 Claims and Timely Assertion of Claims: The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

15.10 Judgment on Final Award: The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

15.11 Non-Admissibility and Confidentiality: The Meet and Confer and the Facilitated Mediation are conducted under the provision that evidence may not be introduced at any later proceeding of any communication, statement, document provided, expert opinion, expert report, or offer to compromise unless such was made, provided, or disposed outside of, and not in connection with, the Meet and Confer or Facilitated Mediation. Under no circumstances may the mediator, or any documents created or maintained by the mediation, be subpoenaed, nor shall the mediator testify in any subsequent proceedings.

All communications, statements, documents provided, expert opinions, expert reports, or offers to compromise are confidential and may not be disclosed without the written consent of the party making the statement or offering the information.

15.12 Cross-Claims: If a party contends that all or part of a claim described in the Notice of Dispute is offset by a cross-claim, or if a party contends that it has a claim which arises out of the same factors upon which the Notice of Claim is based, the party must, within seven days after receipt of the Notice of Claim, provide a written Notice of Cross-claim setting forth the same information as required in a Notice of Claim. The cross-claim shall be resolved in the Meet and Confer or the Facilitated Mediation in the same manner as the claim described in the Notice of Dispute.

Any agreement reached in the Meet and Confer or the Facilitated Mediation shall bar the later assertion in any action, arbitration, or other proceeding of any cross-claim which was required to be asserted by this section unless the parties' written resolution agreement explicitly reserves such cross-claim.

15.13 Exclusions: The mediation and arbitration provisions of this section **do not apply** to claims which arise out of or relate to disputes between CEC and CLIENT concerning amounts owed CEC for performance of services and/or disputes between CEC and CLIENT concerning the payment of CEC's invoices as provided in the "Billing and Payments" section of this AGREEMENT. Rather, CEC and CLIENT agree that any court of record of Allegheny County, Pennsylvania, shall have jurisdiction and venue over any claims excluded from mediation and arbitration as provided herein.

## 16.0 GOVERNING LAW AND SURVIVAL

The law of the State of Pennsylvania will govern the validity of these TERMS, their interpretation and performance.

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this AGREEMENT for any cause.

#### **17.0 DESIGN/BUILD SERVICES**

If Client requests CEC-led design-build services, those design-build services will be performed in accordance with separate terms and conditions that specifically address design-build services.

#### **18.0 BIOLOGICAL POLLUTANTS**

CEC's scope of services does not include the investigation or detection of the presence of any Biological Pollutants in or around any structure. CLIENT agrees that CEC will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants, in or around any structure. In addition, CLIENT will defend, indemnify, and hold harmless Consultant from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure, except for damages arising from or caused by CEC's sole negligence.

#### **19.0 CONSENT TO ASSIGN**

CLIENT and CEC, respectively, each binds itself and its successors and assigns to the other and its successors and assigns with respect to all covenants of these TERMS. Neither CLIENT nor CEC shall assign, sublet or transfer any rights under or interest in these TERMS without the prior written consent of the other party, including, but not limited to (a) any interest in the proceeds of these TERMS, or any proceeds of claims arising from or under these TERMS; (b) any claims, causes of action or rights against the other party arising from or under these TERMS; (c) the control of claims or causes of action against the other party arising from or under these TERMS; and (d) any proceeds from claims or causes of action as security, collateral, or the source of payment for any notes or liabilities to any third party. This section shall not, however, apply to any subrogation rights (if any) of any insurer of either party. This section shall survive the completion or termination of these TERMS for any reason and shall remain enforceable between parties.

#### **20.0 FILE RETENTION**

After this project is concluded, our file on the project will be closed. All documents and information within the project file will be retained by CEC, and may be sent offsite for storage. Unless you make other arrangements with us, CEC reserves the right to destroy all file information seven (7) years after the project is closed.

### **END OF TERMS AND CONDITIONS**

**AMENDMENT ONE  
OF GRANT CONTRACT 160087, PIN #123627.00**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Fairview, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section B.1. is deleted in its entirety and replaced with the following:

**"B. CONTRACT PERIOD:**

B.1. This Grant Contract shall be effective from the period beginning August 10, 2016, and ending August 9, 2020. The Agency shall provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed to the Construction Phase by February 9, 2019. If the Agency does not provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed to the Construction Phase by the aforesaid date, then the Department may terminate this Agreement. The Agency hereby acknowledges and affirms that the Department shall have no obligation for Agency services or expenditures that were not completed within this specified contract period."

3. Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
4. Amendment Effective Date. The revisions set forth herein shall be effective \_\_\_\_\_ . All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CITY OF FAIRVIEW

\_\_\_\_\_  
PATTI L. CARROLL, MAYOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME AND TITLE OF AGENCY SIGNATORY (above)

**APPROVED AS TO FORM AND LEGALITY**

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**AGENCY ATTORNEY**

**DEPARTMENT OF TRANSPORTATION:**

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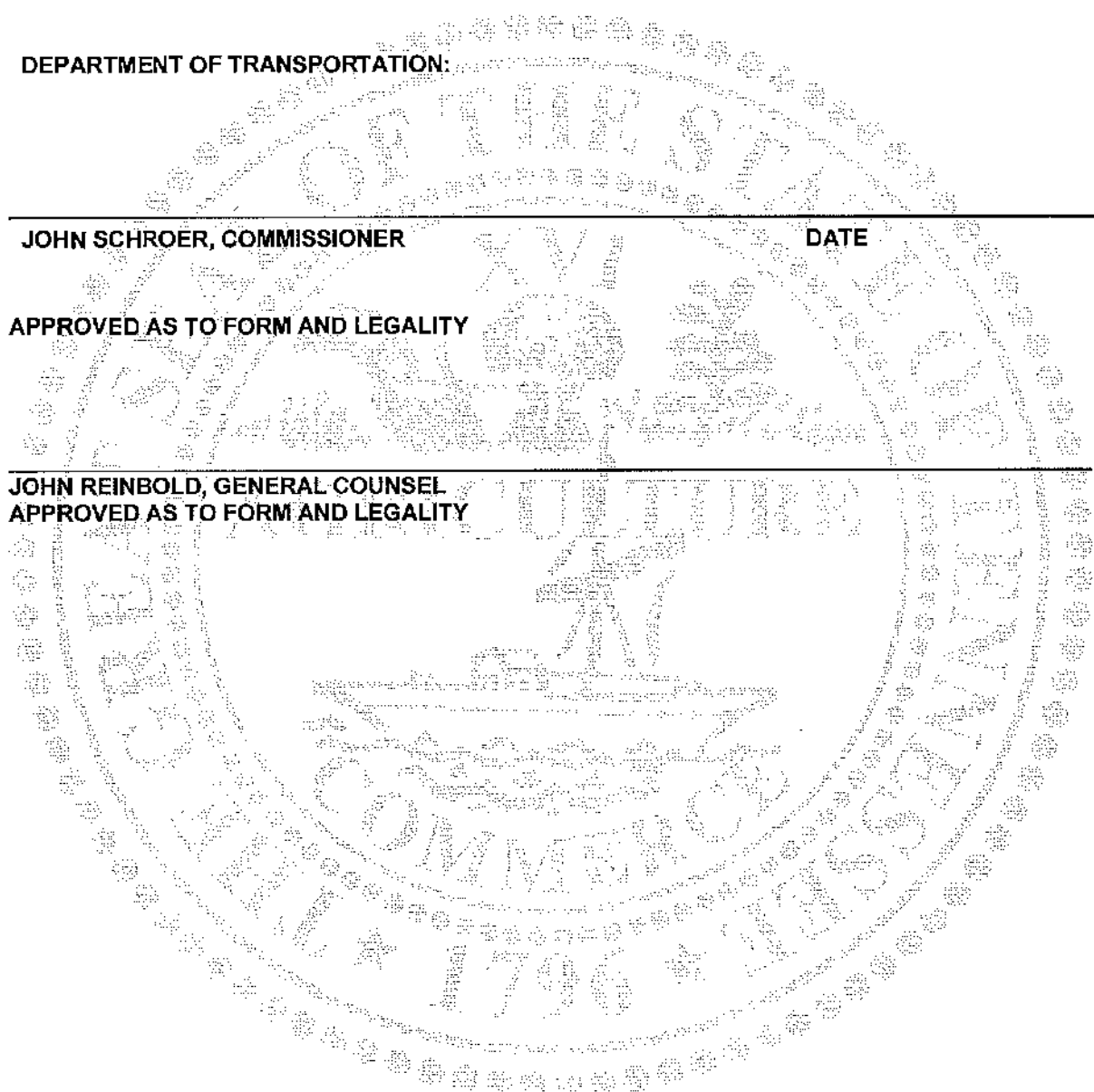
**JOHN SCHROER, COMMISSIONER**

**DATE**

**APPROVED AS TO FORM AND LEGALITY**

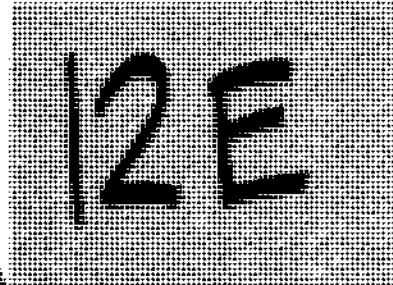
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**JOHN REINBOLD, GENERAL COUNSEL  
APPROVED AS TO FORM AND LEGALITY**



CITY OF FAIRVIEW, TENNESSEE

RESOLUTION NO. 13-18



A RESOLUTION OF THE CITY OF FAIRVIEW, TENNESSEE, A AMENDMENT TO THE CONTRACT 160087, PIN 123627.00 BETWEEN THE STATE OF TENNESSEE AND THE CITY OF FAIRVIEW FOR THE CONSTRUCTION OF A SIDEWALK ALONG FAIRVIEW BOULEVEARD (SR-100) BETWEEN BOWIE LAKE ROAD AND PARK VILLAGE COURT.

**WHEREAS**, the current contract 160087, PIN 123627.00 specifies that the notice to proceed to the construction phase of this project shall be obtained by the city on or before August 10, 2018, and

**WHEREAS**, the state has agreed to grant the city an amendment to this contract such that pursuant to said amendment the city has until February 9, 2019, to obtain the notice to proceed to the construction phase of this project, and

**WHEREAS**, the original contract specifies that this project be completed by August 9, 2020, and

**WHEREAS**, this amendment does not extend the project completion date, and state and the city's project engineer agree that the amendment extending the notice to proceed to the construction phase of the project will not affect the project completion date, and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, AS FOLLOWS:**

The City of Fairview Board of Commissioners hereby resolves to and does approve Amendment 1 of grant contract 160087, PIN 123627.00, extending until February 9, 2019, the date for the city to obtain a notice to proceed to the construction phase of this project.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Recorder

Approved As To Form:

\_\_\_\_\_  
City Attorney

**AMENDMENT ONE  
OF GRANT CONTRACT 160087, PIN #123627.00**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Fairview, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

- 1. Grant Contract section B.1. is deleted in its entirety and replaced with the following:

**"B. CONTRACT PERIOD:**

B.1. This Grant Contract shall be effective from the period beginning August 10, 2016, and ending August 9, 2020. The Agency shall provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed to the Construction Phase by February 9, 2019. If the Agency does not provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed to the Construction Phase by the aforesaid date, then the Department may terminate this Agreement. The Agency hereby acknowledges and affirms that the Department shall have no obligation for Agency services or expenditures that were not completed within this specified contract period."

- 3. Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- 4. Amendment Effective Date. The revisions set forth herein shall be effective \_\_\_\_\_. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CITY OF FAIRVIEW

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PATTI L. CARROLL, MAYOR

DATE

---

PRINTED NAME AND TITLE OF AGENCY SIGNATORY (above)

**APPROVED AS TO FORM AND LEGALITY**

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**AGENCY ATTORNEY**

**DEPARTMENT OF TRANSPORTATION:**

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**JOHN SCHROER, COMMISSIONER**

**DATE**

**APPROVED AS TO FORM AND LEGALITY**

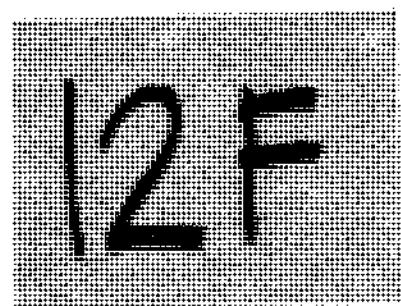
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**JOHN REINBOLD, GENERAL COUNSEL  
APPROVED AS TO FORM AND LEGALITY**



PYRO SHOWS

MATERIAL CONTRACT  
STATE of TENNESSEE  
COUNTY of CAMPBELL



THIS AGREEMENT made this 9<sup>th</sup> Day of May, 2018 by and between PYRO SHOWS, Inc., a Tennessee corporation with its principal place of business at P.O. Box 1776, LaFollette, State of Tennessee (hereinafter PYRO SHOWS), and CITY OF FAIRVIEW, with its principal place of business at 7100 City Center Way, Fairview, State of Tennessee, hereinafter referred to as the "Customer".

In consideration of the mutual promise and undertakings set forth herein, the parties agree as follows:

1. **DESCRIPTION AND QUANTITY:** Customer hereby orders the following products in the specified quantities at the indicated prices:

Type-Fireworks Special Class " B" or 1.3G  
Program #: 18 TN 07-03-M-7500-000425  
Display Dates: July 3, 2018  
Totals: \$7,500.00 plus tax (if appl.) Customer shall submit a 50% deposit (\$3,750.00) upon return of signed contract. Balance due day of the show or upon receipt of package show.

2. **DELIVERY AND RISK OF LOSS:** The material shall be delivered to Customer at Customer's expense pursuant to the proposal. Risk of loss shall pass to Customer as soon as PYRO SHOWS places the material as the indicated.

3. **PAYMENT:** The method of payment is by check and payable to PYRO SHOWS.

4. **COMPLIANCE WITH LAW AND REGULATIONS:** In the event that Customer intends to use the material governed by this Agreement in a place or in a manner in which approval is required by any laws, regulations, codes or ordinances, Customer shall apply for the approval to the appropriate agency, officer, or authority promptly upon the execution of this Agreement and shall provide PYRO SHOWS with a copy of the permit, license or other approval so obtained. Customer shall not use the material until all required approval is actually received. Customer has received an exact replica of NFPA 1123-10 and will abide by all fireworks safety codes.

5. **WARRANTY EXCLUSION:** Customer understands that PYRO SHOWS is not the manufacturer of the material governed by this Agreement.

THIS IS NO WARRANTY BY PYRO SHOWS THAT ANY OF THE MATERIAL HEREIN SOLD IS MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE. SUCH GOODS ARE SOLD "AS IS." CUSTOMER IS NOT RELYING UPON ANY REPRESENTATION, STATEMENT OR ANY OTHER ASSERTION WITH RESPECT TO THIS NATURE OF QUALITY OF THE MATERIAL SOLD HEREIN. CUSTOMER IS RELYING SOLELY UPON ITS EXAMINATION AND ITS TESTING OF SUCH MATERIAL. NO CLAIM OF ANY KIND, WHETHER AS TO MATERIAL DELIVERED OR FOR NONDELIVERY OF MATERIAL, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE OF THE MATERIAL IN RESPECT OF WHICH SUCH CLAIM IS MADE. IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, AND CONSEQUENTIAL OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.

IN WITNESS WHEREOF this agreement is executed in duplicate the date shown above.  
PYRO SHOWS, Inc.

BY: \_\_\_\_\_  
Michael E. Walden

BY: \_\_\_\_\_  
AS CUSTOMER

DATE: \_\_\_\_\_, 2018

DATE: \_\_\_\_\_, 2018

The undersigned individual (hereinafter called the "Guarantor") unconditionally guarantees all of the obligations entered into by the Customer in the contract between CITY OF FAIRVIEW, Customer and PYRO SHOWS, dated May 9, 2018. The guarantor agrees that if the Customer defaults he will pay all sums due to and owing under contract, including all cost of collection and reasonable attorney's fees. He agrees to unconditionally guarantee all of the obligations entered into by the Customer as if he were the Customer in the event Customer defaults or fails to pay the agreed contract price.

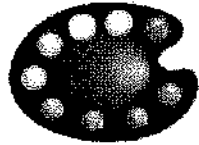
IN WITNESS whereof, this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
SIGNATURE OF GUARANTOR

\_\_\_\_\_  
SIGNATURE OF GUARANTOR

\_\_\_\_\_  
RESIDENCE ADDRESS

\_\_\_\_\_  
RESIDENCE ADDRESS



ELS

EXTREME LIGHTING & SOUND

129

1367 Fairview Boulevard, Fairview, TN 37062

Phone: 615-266-5236 Fax: 615-266-5241

admin@extremelightingandsound.com

**EVENT PRODUCTION SERVICES AGREEMENT**

This Contract for Services is made effective as of May 4th, 2018, by and between City of Fairview, TN ("COF") of 7100 City Center Way, Fairview, Tennessee 37062, and Extreme Lighting & Sound, LLC ("ELS") of 1367 Fairview Blvd, Fairview, Tennessee 37062.

**1. DESCRIPTION OF SERVICES.** Beginning on May 4th, 2018, ELS will provide to COF the following services (collectively, the "Services"):

Event planning and all production services for the musical entertainment portion of the City of Fairview July 3rd Celebration on 07/03/2018. This includes emcee services, artist booking & relations, logistics, and all staging, rigging, lighting, audio, video, and portable power distribution required by our design and at our sole discretion. Generators, feeder cables, cable ramps, barriers, grounds keeping or restoration, and clean-up after the show shall be by the COF.

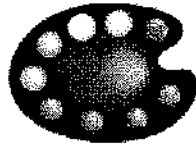
**2. PAYMENT.** Payment shall be made to Extreme Lighting & Sound, LLC, Fairview, Tennessee 37062, in the amount of \$12,000.00 upon completion of the services described in this Contract. Price quoted is a "Guaranteed Maximum" amount- final invoice may be less depending on final costs, but in no case shall exceed this amount. Invoices are due on receipt.

It shall be understood that this is an outdoor production and will go on "rain or shine". In the event this show is not presented because of inclement weather or other safety concerns, and ELS and Artists are present and ready to perform, COF must pay ELS in full regardless.

In addition to any other right or remedy provided by law, if COF fails to pay for the Services when due, ELS has the option to treat such failure to pay as a material breach of this Contract and may cancel this Contract and/or seek legal remedies. COF shall pay all costs of collection, including without limitation, reasonable attorney fees.

**3. TERM.** This Contract will terminate automatically upon completion by ELS of the Services required by this Contract.

**4. CONFIDENTIALITY.** ELS, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of ELS, or divulge, disclose, or communicate in any manner, any information that is proprietary to COF. ELS and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by COF of these confidentiality obligations which allows ELS to disclose COF's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.



ELS

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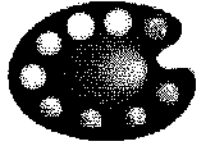
**5. WARRANTY.** ELS shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in ELS's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to ELS on similar projects.

**6. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

**7. REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 5 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**8. FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written or, in the case of inclement weather, a safety issue, or other sudden or unforeseen event, verbal notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.



EIS

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**9. DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

**10. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**11. SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

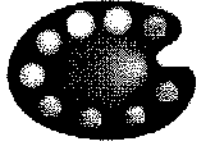
**12. AMENDMENT.** This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

**13. GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Tennessee.

**14. NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**15. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**16. ATTORNEY'S FEES TO PREVAILING PARTY.** In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.



EIS

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**admin@extremelightingandsound.com**

**17. CONSTRUCTION AND INTERPRETATION.** The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written. Brandy Johnson, City Recorder or other authorized party for City of Fairview, TN, and Glenn Grundberg, SrVP/COO for Extreme Lighting & Sound, LLC, effective as of the date first above written.

Service Recipient:  
City of Fairview, TN

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Service Provider:  
Extreme Lighting & Sound, LLC

By:  \_\_\_\_\_

Glenn Grundberg

12H

ADDENDUM D  
TO THE INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TENNESSEE  
THE CITY OF FAIRVIEW FOR THE PROVISION OF  
PERIODIC ROAD WORK AND MAINTENANCE TO MUNICIPAL ROADS

THIS ADDENDUM is made by and between WILLIAMSON COUNTY, TENNESSEE ("County"), a county governmental entity of the State of Tennessee located at 1320 West Main Street, Franklin, Tennessee 37064, on behalf of the Williamson County Highway Department ("Highway Department"), and the CITY OF FAIRVIEW ("City"), a municipal government located at 7100 City Center Circle, Fairview, Tennessee 37062, to extend the terms and conditions of the original Interlocal Agreement ("Agreement") regarding assistance and reimbursement for maintenance of municipal roads located within the established boundary of the City.

WHEREAS as Tennessee local governments, the parties, upon approval of their respective legislative bodies, have the authority to enter into agreements for the joint cooperation in the provision of public services;

WHEREAS, pursuant to Tennessee Code Annotated, Section 54-7-202, the Highway Department is authorized to perform road work for other governmental entities if authorized by the County's legislative body and if the cost for the work is reimbursed to the Highway Department;

WHEREAS, the purpose of this Addendum is to extend the Agreement for an additional one (1) year term;

WHEREAS, the current term of the Agreement shall terminate on June 30, 2018 if the parties do not agree to extend the Agreement; and

WHEREAS, the parties have agreed to continue to be bound by all provisions of the Agreement for the additional term:

In consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The parties have agreed to exercise the option to extend the Agreement for an additional one (1) year term as provided in the Agreement and made a part of the Agreement. The current term of the Agreement shall continue on July 1, 2018 without interruption and shall terminate on June 30, 2019 unless otherwise terminated or extended by written agreement of the parties. The parties have the ability to extend the Agreement for additional terms of one (1) year each upon written agreement of the parties. The option to extend shall be exercised and in the discretion of the Williamson County Mayor. To be effective, any extension must be approved by the County's Attorney and the Williamson County Highway Superintendent and signed by the Williamson County Mayor. In no event shall the term of the Agreement extend beyond the maximum period provided by law.
2. All extensions are subject to and conditioned on the parties' legislative bodies appropriating funds required to fulfill the obligations contained in the Agreement.
3. The person of contact for the Williamson County Highway Department shall be the Highway Superintendent and the person of contact for the City shall be the City Manager. All other terms included in the Agreement which do not conflict with this Addendum shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives on this the \_\_\_\_ day of \_\_\_\_\_, 2018.

WILLIAMSON COUNTY, TENNESSEE:

CITY OF FAIRVIEW:

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Eddie Hond, Highway Superintendent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Nena Graham, Budget Director

\_\_\_\_\_  
Williamson County Attorney