

202

# Blightville

**OPEN HOUSE**

202 Madison Street  
Clarksville, TN 37040

**SUNDAY January 27 from 2:00 to 4:00**

Built in 1830    Condemned Since 1999

Blightville Population 1800

WELCOME TO  
*Blightville*





# Welcome to Blightville

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## ODE TO A BLIGHTED HOME.

Yesterday I turned the corner off South Second Street and started down Madison, when suddenly to my right I saw an old home on the corner.

How many of us have turned that corner, have seen that old stately home at 202 Madison Street, and wondered who lived there.

I was so filled with curiosity that I made a right turn at the post office, another right on Union, and another right on Second, seeing the rear and west sides of the house.

I was so filled with nostalgia that I couldn't wait to go to County Records and satisfy my curiosity as to what fortunate person lived there.

What I found is a tragic story of a long-forgotten home and its owner, Elinor Howell Thurman. The Cooper-Howell House is one of Clarksville's oldest homes, built after the turn of the 19th century, and has a rich, beautiful history.

Elinor Thurman worked all her life prior to retiring from the Library at APSU, and had dreams of preserving her home and family tradition for future generations.

These dreams were smashed on the early morning of Jan. 22, 1999, along with her heritage as a native Clarksvillian. After that morning, Elinor's dreams became a living nightmare.

Before the dust had settled from the tornado, the Carpetbaggers appeared in the form of unscrupulous contractors, who cheated her of her insurance money and skipped town (after burning Howell School to the ground.)

She then borrowed the rest of the money needed to restore her beloved home and was again taken to the cleaners by an unscrupulous contractor.

She no longer lives in her home, and after she spent what she had and could borrow, the 1830s house is still not livable.

No one seems to care that Elinor has given her life to this community, has spent so much money trying to realize her dream, and is now living on a very small retirement salary, in debt to the bank for the rest of her life.

The Building and Codes Dept. has harrassed her constantly with citations on the conditions of this historic property, regardless of her efforts to keep her property cleaned up in spite of the difficulty of living 30 minutes away from Clarksville.

You are invited to come by on Jan. 27th and learn more about what has happened in your Community since the Tornado of 1999, or visit our website at Yahoo. Search tennesseepetitions.com to review the history of 202 Madison and that of 600 other disaster victims.

OPEN HOUSE.

Hosted for [tennesseepetitions.com](http://tennesseepetitions.com)  
Sunday, January 27th from 2:00 to 4:00.

Tell All Your Friends.

# *IT'S TIME*

## TO-STOP THIS CBID- CBD-DDP CORPORATION – FRAUDULENT-ORDINANCE'S MUST BE ABOLISHED FOR SUPERCEDING A FEDERAL DISCRIMINATORY STATUTE

Co-Chairman Jeff Bibb... stated back in 1999 to the City council that the city would become urban blight, producing vacant building, lots, and erosion of the Tax Base... without the efforts to control the rebuilt process from the tornado by reinvesting at least \$150 million...

2/4/99 RESOLUTION 56-1998-99 initiating the establishment of the Clarksville Central Business Improvement and Redevelopment District... that took advantages and **OVER TURNED** all disaster protected victims like Elinor Thurman at 202 Madison Street in Clarksville TN being a prompt taxpayer all her life, under federal protection... lost her rights, defrauded by locals Governments that stopped her to restore this historical property... which she was totally discriminated against by the City Council... for approving **ORDINANCE**... 2004-05 to pay certain disaster victim like Patrick for just a complaint in the amount of \$152,000.00...

RESOLUTION 57-1998-99 was to wave certain purchasing rights to selected new DDP property investors for the Downtown Clarksville Redevelopment Task Force... David Riggins...

ORDINANCE 41-1998-99... is a restricting 14 MEMBERS APPOINTED IN ACCORDANCE WITH 41-1998-99 (Apr. 1, 1999) and Ordinance 87-2002 (July 2, 2003); three year terms: two term limit, that powered the DDP to be extended through June for re-appointment or replaced in July (ORDINANCE 108-2004-05... is a conflict-of-interest... for Members to restrict, take and reinvest from property owners for personal interest... destroyed on January 22, 1999...

ORDINANCE... 43-2004-05

Another ordinance was established... for Patrick's personal benefits... the 2004-05 Budgets for this Extraordinary/Emergency... Funding... accounts to pay for certain damage... John Branham, being the attorney for Herbert Patrick... said this \$152K amount appropriated by this ordinance would be a full settlement for Damages that Contractor Ronnie Lewis was blamed for... an illegal dispute from the 1999 tornado... being another unjust settlement caused by the City of Clarksville officials...

On March 3, 2005... Joe Pitts informed the council that Mayor Don Trotter was hospitalized with severe stomach pains... NOTE... Gabriel Segovia... Ward 3... RESIGNED... imagine that...!!!

Attorney... David Haines... resigned in 2007... lied on several issues... one by saying that this ordinance in 2005, would appropriate funds from a (still-disputed-unjust-settlement), filed by Ronnie Lewis, blamed for bidding negligent, was an is wrong-doing on the behalf of the City... that affected and damaged Lewis to the point of filing bankruptcy in 2004, that never recovered or ever had a contract agreement to work on / Herbert Patrick's building... which Patrick's was paid money for damages caused by Lewis, which was condemned by several engineers, reports...

Back in 1999 several reports were filed, by several different certified engineers reports, on this Patrick building, was an still is unsafe, 75% burn-up during the tornado... bridged or sandwiched in a alley later in years, being a very short in original depth, extended back from the sidewalk... The know records, said it was built in 1917... later, scabbed or extended the floor-plan an roof over a existing breeze way or court-yard, between two free standing building, over a period of time, yet these CBID boards allowed Patrick a faulty unsafe stay, in a still dangerous, grid-locked situation with Gary Hodges property today, yet the City prematurely condemned and demolished 56 other historical building in the downtown area before proper valuation or assessments were completed... is Criminal FRAUD...

Herbert Patrick... is the only one out of 515 dwelling received un-useable funds that benefited, himself, allowed by a illegal discriminatory action... being a illegal stay in a condemned dwelling, by these District authorities, over ruled by this Board of Adjustments & Appeals,... being a conflict, that superseded, the overturning of the Southern Building Code & Standard... that David Haines knew was wrong, quoted to the council that Herbert Patrick... DID NOT SIGN... a RIGHT TO ENTER... RELEASE OF LIABILITY, agreement... therefore Haines said the City was responsible to pay PATRICK \$152,000.00 ... is statutory CIVIL-FRAUD...

### *IT'S TIME TO WAKE-UP-CLARKSVILLE*

Especially the BLIGHTED DISTRICT... CITIZENS... Population... 1800...

NOTICE TO TAXPAYERS... *TO BECOME A PETITIONER... VOTER...*

TENNESSEEPETITIONS.COM... needs your HELP TO solicit in helping get the affected citizens, to sign a petition, to spearhead this CBID Corporation corruption... for good...!!!  
Prosecuting those responsible for occurring civil damages...!!!

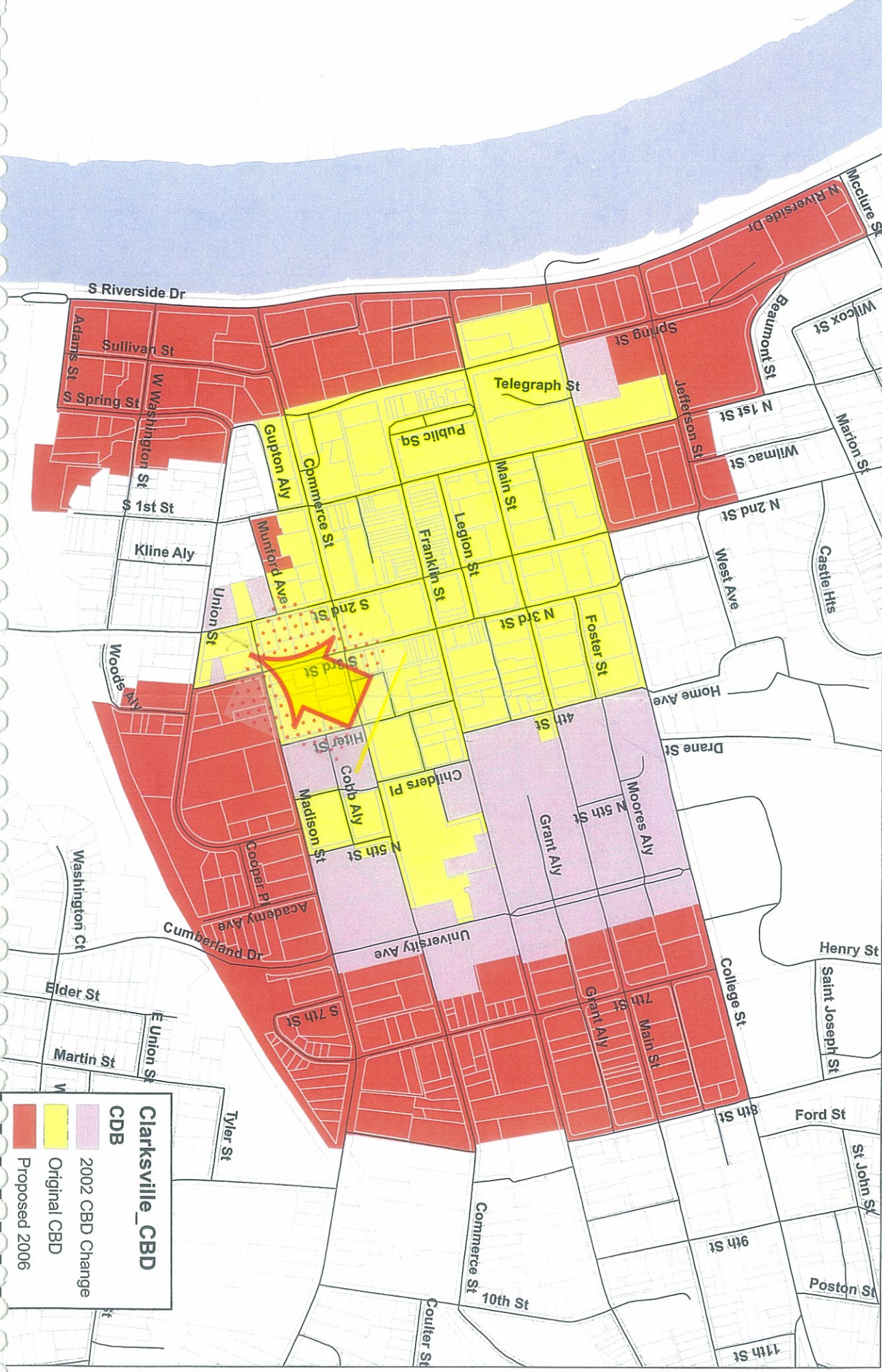
We need, the general public, within the affected people who own property, become a registered voter an get a Voter's card number, for signing this upcoming petition soon to abolish this *illegally* form District... that superceded a Declared Federal Disaster Area, unjustly created back in 1999... shortly after the Tornado...

Please... sign... the Guest Sheet... to receive more details, getting involved to help your community get the endorsements... needed...

THANK-YOU

*Robert H. Melton*

Hosting TennesseePetitions.com...



**Clarksville\_CBD**

**CDB**

- 2002 CBD Change
- Original CBD
- Proposed 2006





















LMAQ0501

Montgomery County Government  
Parcel Valuation Inquiry

8/08/07  
10:15:23

Location ID . . . . . : 32841  
Map & Parcel Number . . . : 066K E 00100 000 12 066K 063 135  
Control Number . . . . . : 56830  
Location address . . . . . : MADISON ST 202  
Primary related party . . : THURMAN HAZEL  
Valuation year . . . . . : 01

Type year to view, press Enter.

Code Description	Current	Original	Exempt	Inc
ALRS APPRAISED LAND RES PROP	86,000	86,000	N	N
AIRS APPRAISED IMP RES PROP	59,600	59,600	N	N
ASMT ASSESSMENT VALUE	36,400	36,400	N	Y

Total included:	36,400	36,400		
Net included:	36,400	36,400		
Total excluded:	145,600	145,600		

Year: 01

F2=Address

F3=Exit

F9=Tax valuation history

F12=Cancel



LMAQ0501

Montgomery County Government  
Parcel Valuation Inquiry

8/08/07  
10:15:47

Location ID . . . . . : 32841  
Map & Parcel Number . . . : 066K E 00100 000 12 066K 063 135  
Control Number . . . . . : 56830  
Location address . . . . . : MADISON ST 202  
Primary related party . . : THURMAN HAZEL  
Valuation year . . . . . : 03

Type year to view, press Enter.

Code Description	Current	Original	Exempt	Inc
ALRS APPRAISED LAND RES PROP	113,400	113,400	N	N
AIRS APPRAISED IMP RES PROP	70,000	70,000	N	N
ASMT ASSESSMENT VALUE	45,850	45,850	N	Y

<b>Total included:</b>	45,850	45,850		
<b>Net included:</b>	45,850	45,850		
<b>Total excluded:</b>	183,400	183,400		

Year: 03

F2=Address

F3=Exit

F9=Tax valuation history

F12=Cancel

LMAQ0501

Montgomery County Government  
Parcel Valuation Inquiry

8/08/07  
10:16:33

Location ID . . . . . : 32841  
Map & Parcel Number . . : 066K E 00100 000 12 066K 063 135  
Control Number . . . . . : 56830  
Location address . . . . . : MADISON ST 202  
Primary related party . . : THURMAN HAZEL  
Valuation year . . . . . : 06

Type year to view, press Enter.

Code Description	Current	Original	Exempt	Inc
ALRS APPRAISED LAND RES PROP	133,800	133,800	N	N
AIRS APPRAISED IMP RES PROP	60,200	60,200	N	N
ASMT ASSESSMENT VALUE	48,500	48,500	N	Y

Total included:	48,500	48,500		
Net included:	48,500	48,500		
Total excluded:	194,000	194,000		

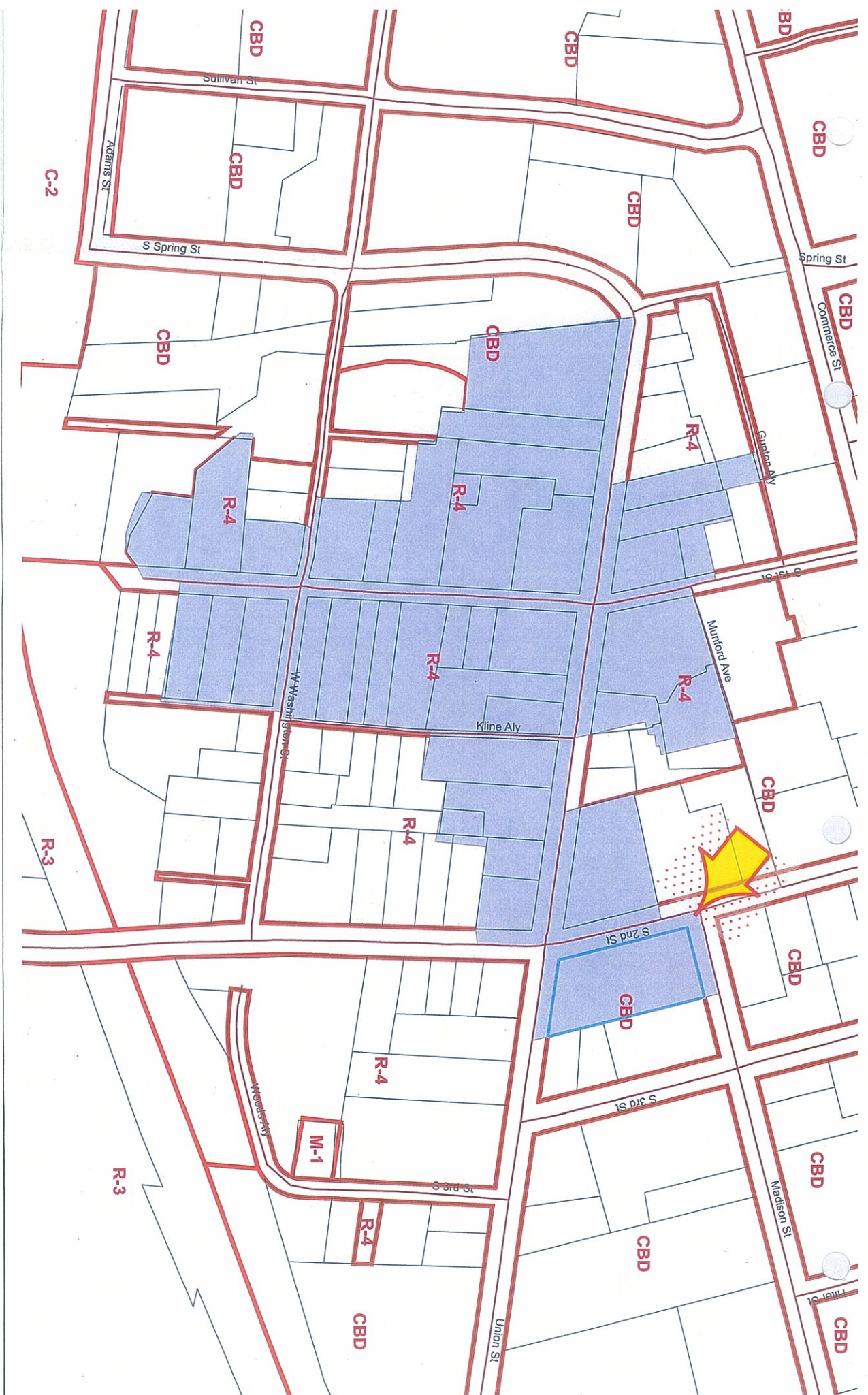
Year: 06

F2=Address

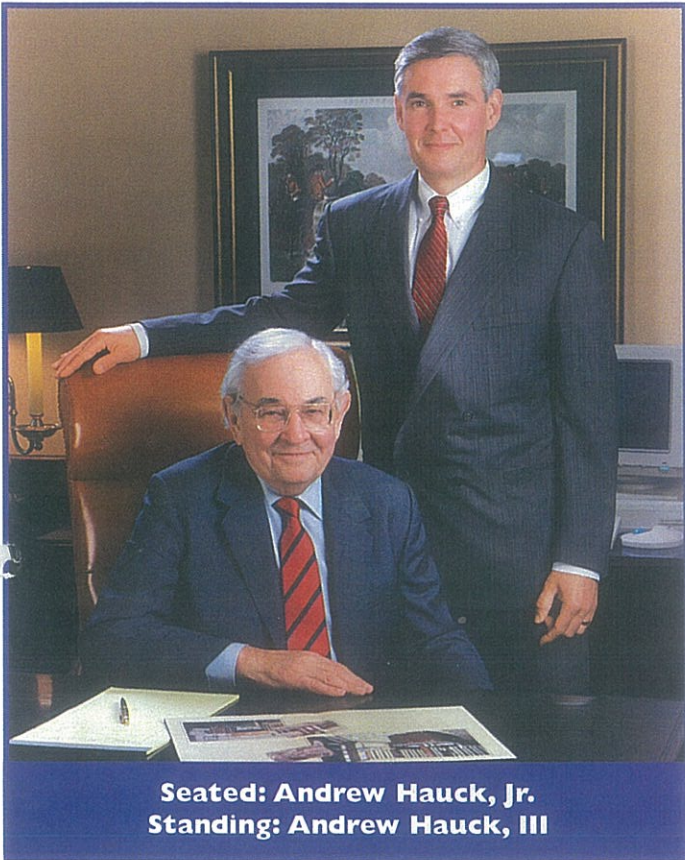
F3=Exit

F9=Tax valuation history

F12=Cancel



**HAUCK CO., INC.** • *when you need us most...*



**Seated: Andrew Hauck, Jr.  
Standing: Andrew Hauck, III**

As a Property Owner or Manager, you know that when your property is damaged so is your business. For nearly a century, we at the Hauck Company have restored property after a casualty loss, quickly and carefully, so that your business can get back to business.

Since 1910, the Hauck Company has been a recognized leader in the highly specialized and technical field of casualty loss renovation. Anywhere in the continental United States where your property loss occurs, we will be there to help.

From start to finish, you are assured of unsurpassed quality of workmanship from the best craftsmen in the renovation field. We guarantee thorough attention to all the details involved in the reconstruction. Our expertise in representing you with your insurer, will facilitate the recovery process so you can concentrate on restoring your business.

Today the Hauck Company is the full-service company that specializes in all aspects of renovation from any natural or accidental disaster. We work hard to deliver only the best in service and results. While we cannot prevent casualty losses, we are dedicated to minimizing their effects on our clients.

*It's not just our business, it's our tradition.*



**HAUCK CO. INC.**  
**National Casualty Contractors**

9888 Reading Road • Cincinnati, Ohio 45241  
Cincinnati: 513-733-3300 • National: 800-536-3300 • Fax: 513-733-8621

STATEMENT BY ELINOR H. THURMAN

TO WHOM IT MAY CONCERN:

When the Hauck Company was repairing my house at 202 Madison Street Clarksville, Tenn., following damage done by the tornado of January 22, 1999, the foreman in charge of all their projects in Clarksville was Rod Downing. Mr. Downing had his office in a trailer parked in the lot beside the Howell School building, which was also one of the Hauck projects. When he needed to discuss some part of the work on my house, Mr. Downing would phone me at work, and I would take time off to run over and meet with him in his office in the trailer.

He phoned me during the week of December 12-17, 1999, and asked me to stop by his office for a few minutes. I don't recall the exact day, but it would have been between Wednesday (December 15) and Friday (December 17). What I do remember, because it surprised me greatly, is his statement that he and his workmen were leaving town that weekend, because they needed to be gone by Monday, December 20.

When I objected that they hadn't finished the work on my house (or on the Howell School project---the back of the building obviously had not been completed), he said they would probably be back around the middle of January (he didn't seem at all sure of this).

Following the fire that destroyed the Howell School building on the following Friday, December 24, I was quite literally reeling with shock. I was immediately suspicious of the fire because it had happened exactly like the fire that had previously destroyed Aunt Bea's Tea Room across the street---in the middle of the night, with the entire building in flames before the fire department arrived on the scene. My suspicions led me to drive by my house the week after Christmas specifically to see whether the Hauck Company sign was still in front of the house. It was no longer there, indicating to me that they had gone for good. I didn't think at the time to check whether Hauck's building permit was still posted on the house, but I never saw it again.

Hauck did send a painter to my house after Christmas to put the primer coat on the frame rooms. I understood at the time that he was a local man, but I met him only the one time and don't remember his name. I didn't think much of him when I met him---he sent his two grown daughters up in the lift to do the painting while he stood on the ground and smoked---but there was no longer a foreman in town for me to complain to.

I was terrified at the time that my house would go the way of Howell School.

I am willing to swear that the information I have given in this statement regarding my dealings with the Hauck Company in December, 1999, is the truth.

*Elinor H. Thurman*

TO: Disaster Audit Committee, Nashville, TN

FROM: Elinor H. Thurman

RE: Disaster No. 1262. Addendum to my statement dated October 2, 2005

Date; January 15, 2006

At the time of the tornado of January 22, 1999, my property at 202 Madison Street, Clarksville, TN, was fenced on the Second Street and Union Street sides with a chain-link fence. When the City took out and hauled away large sections of this fence after the tornado, it left me with no way of securing the property on those sides. I have put up "Private Property---No Trespassing" signs on all three street sides of my property several times, and the signs disappear as soon as they are put in place.

About a week after the tornado, a friend phoned me at work to tell me that there was a bulldozer in my yard. I rushed home to find a City-owned bulldozer picking up debris right behind my house and throwing it in a dumpster on Union Street. The operator told me that the City Street Dept. had told him to clean up debris 10 feet back from the street. I ordered him off my property and told him not to come back.

Since the tornado destroyed much of my picket fence in front of the house on Madison Street and the wire farm fence down the middle of the block on the east side of my property, people have continually trespassed on my property and I have no way presently of keeping them out. About 4 years ago someone tried (unsuccessfully) to kick in my back door, and then tried to force the lock. They left a footprint on the wooden door and a lock so badly damaged that I had to have it replaced.

Since March 1999 I have been living in a small rental house on a cousin's farm near Guthrie, Ky. Normally, she charges renters \$350 a month, but because we are so close, and because I have been hit so hard financially, she has only charged me a nominal \$20 a month rent, so this whole tornado situation has been a considerable financial burden on her as well as on me.

I retired On October 1, 2003 from the job I had held for 37 years as an employee on Austin Peay State University. I am now living on retirement and social security, a combined \$2659.00 in monthly income after taxes and medical insurance are withdrawn. I have some investments, but have tried not to go into them for living expenses. Last year, however, I had to take my City, County, and Federal tax payments from my investment account.

*Elinor H. Thurman*

TO: Disaster Audit Committee, Nashville, TN

FROM: Elinor H. Thurman

RE: Disaster No. 1262

DATE: October 2, 2005

My home, located at 202 Madison Street in Clarksville, Tennessee, received a direct hit from the tornado of January 22, 1999, and was heavily damaged. Among other extensive damage, a huge tree growing in my yard was uprooted and thrown against the back of the house, causing collapse of the brick wall on the top floor, and heavy damage to the kitchen when the bricks fell on the kitchen roof. A small frame addition on the back of the house was completely destroyed.

Even though I went over the property with a representative from FEMA the week after the tornado, I have never received a penny in aid, grants or loans from the Federal Government, the State of Tennessee, or the local government in Clarksville. I qualified for an SBA loan, but Hal Fry of the Hauck Co. said there was plenty of grant money out there and cancelled the SBA loan. All the money I have used on the house since the tornado came either from insurance or a loan from the bank.

The City came in directly after the tornado and took out some fallen trees, in the process destroying a large part of the chain-link fence that was on 2 sides of the property, which they took down and hauled away so they could bring their trucks in. That was the sole help I ever had from the City. I have never been reimbursed for the loss of most of my fence. I had to pay \$1800 from my insurance to have the large tree removed from the back of the house.

Two weeks or so after the tornado, at a meeting of the Montgomery County Historical Society, I was introduced to Harold (Hal) Fry, a representative of the Hauck Company of Cincinnati, who told me that his company specialized in the restoration of historical properties after disasters. After a good deal of discussion with Mr. Fry and his associate, Allan Peters, over the next few months, I signed a contract with the Hauck Company to begin the restoration of my house. I had some doubts about Hauck at the time, but nobody else had come forward to help me, and I suspected that the City or County were going to condemn my property if I did not begin work on it.

The Hauck people began working on the house in the summer of 1999 and continued through the fall. They were working on a number of other damaged properties in Clarksville at the same time, including the old Howell School building on Franklin Street, which had also suffered heavy damage, and which Hauck had bought with the supposed intention of restoring for use as offices. The foreman on all the local projects had his office in a trailer on the back of the Howell School lot. I met with him in his office during the week of December 12-17. He told

me that the Hauck people were leaving town that weekend, as they needed to be out of town by the following Monday, December 20, and that they would return in January to finish my house and their other Clarksville projects.

Early in the morning of December 24, 1999, the Howell School building burned to the ground. The Hauck people never returned to finish what still needed to be done on my house. When I drove by my house the week after Christmas, they had removed their sign from in front of it, and, presumably, their building permit---I never saw it again. I still had a small payment to make on the contract, and they claimed when I called them that they had completed the work specified in the contract. I paid them because I was terrified that what happened to Howell School might happen to my house. I had to pay for cleaning up the building materials and debris they left all over my yard.

Since then I have found that because of inferior building materials and poor workmanship, a good part of the work that Hauck did needs to be done over.

Later I hired a Nashville contractor, Thomas E. Hart, to finish the work on my house. He recently declared his business bankrupt. I am still in contact with Mr. Hart, and he still assures me that as soon as he sells his house in Nashville, he will complete the work specified in our contract, but so far it has not been done.

In the 1950's the City put a guard rail in front of the picket fence along the front of my property, after widening of the street at the corner caused constant damage to my fence by speeding cars. A large truck ran into the rail about 3 years ago, and after a good deal of prodding, the City Street Dept. replaced the rail and relaid the sidewalk in front of my house. In the process, they destroyed that part of my fence left standing, and did an extremely poor job of resetting the guard rail. It pushes so hard against what is left of my fence posts that I will not be able to rebuild the picket fence on my property line unless the rail is reset. The sidewalk is fine as far as it goes, but they left an open ditch under the guard rail. I have to step down into that ditch to enter my front gate. Again, I was never reimbursed for damage to my property. I have hesitated to contact the Street Department because I know without a doubt that I would get the run-around.

My house, called the Cooper-Howell House, and built in the 1830's, is one of the oldest buildings left in Clarksville, and is one of its historic properties. It is on the National Register of Historic Places. My efforts to restore it received none of the consideration and support they should have received either from the City or the County.

Do I feel that I was treated fairly in the disaster? Absolutely not. And at this point I would rather be shot than have any further dealings with the City or the County.

Elinor W. Sherman  
10/2/05



ADDITIONAL COMPLAINTS: (about Hauck)

No window screens were either repaired or replaced in any part of the house, (if I have left any out)

I requested half-round gutters. When I complained to Rod Downing that they had not used half-round, he said the gutters they used held more water. I thought at the time he was lying, but they left town before I could do anything about it.

They put the new downspouts where it was easiest to put them, not where some of them were originally. I don't like where some of them are now, but ditto with the above.

Hauck sent me their final bill before they had put primer on the new wood addition at the back of the house. When I complained, they got a local painter to work on it. He refused to paint the wood shingle trim all around the frame part of the house, saying it didn't need painting. By that time the foreman had left town, so I had no way of forcing him to paint the shingles. Consequently, many of them warped before Thomas Hart could paint the house. Also, Thomas said the shingles are put on with 1 inch nails, so they have already begun to fall off.

I am unable to open a single one of the new windows Hauck installed. I complained to them about this, but they said the windows would loosen up with time. I knew they were lying, but again, they left town before I could take this up with them again.

LARGE REPAIRS DONE BY THE HAUCK COMPANY:

New tin roof on house

Rebuilt destroyed upstairs bedroom (J)

New natural gas furnace vented horizontally through the wall (the old furnace was vented through the chimney above the destroyed upstairs bedroom)

New water heater

New venting for furnace in basement

Replacement of back window and door into destroyed storeroom from Library (B) with double windows to match front library windows

Rebuilding<sup>d</sup> of chimneys on each side of house with bricks salvaged from destroyed upstairs bedroom

New glass in windows blown out by tornado all over house

Jun 2 '99 10:53 P.02



# HAUCK CO.

## National Casualty Contractors

*"Serving Your Insurance Needs Since 1910"*

April 26, 1999

202 Madison Street  
Clarksville, TN 37040

Dear Elinor Thurman:

We are pleased to submit our quotation to you for the repair of the damage to your property at the above address, as per the following:

### GENERAL CONDITIONS

- PERMITS:**
1. All permits necessary to accomplish the work specified will be supplied by the contractor.
  2. Owner is notified that upgrades which are required by applicable state or local building codes may not be covered by the applicable insurance policy. Any such upgrades not paid for by the insurance proceeds are owner's responsibility.
- DEBRIS:**
1. All debris caused in the execution of this work will be removed from the premises upon the completion of the work.
  2. All salvage materials become the property of the contractor and it is his responsibility to remove them from the premises.
- INSURANCE:**
1. All workmen are covered under Ohio State Compensation Insurance Risk #1008628.
  2. Public liability and property damage in the amounts of \$1,000,000 per occurrence/\$2,000,000 aggregate provided.
  3. Personal injury insurance of \$1,000,000 provided.
  4. Excess catastrophe liability insurance of \$5,000,000 provided.
- ACCESS TO PREMISES:**
1. Owner agrees to permit Hauck Company, its employees, subcontractors, or any other person or firm necessary to the completion of this project to have reasonable access to the real estate and any and all buildings thereon for purposes of completing the necessary contract operations.

9888 Reading Road — Cincinnati, OH 45241

Cincinnati Phone: 513/733-3300

Fax: 513/733-8621

National: 1-800/636-3300

(Hauck Casualty II Limited Liability Company D.B.A. Hauck Co.)

**DAMAGES TO PROPERTY:**

- 1. Hauck Company hereby agrees to indemnify owner for any and all property damage to property caused by them, their employees, subcontractors, or any other person in or about the premises at their request. This agreement shall apply only to damages caused by their own acts or negligence and not through the acts or negligence of any other party. This provision shall terminate at the time of job completion and acceptance by the owner.
- 2. Owner agrees that should such damage occur, contractor shall have the right to repair or replace such damaged items directly at their own expense.

**MATERIALS:**

- 1. All materials to be incorporated in restoration which involve owner's choice will be selected from samples/specifications provided by contractor unless otherwise agreed.
  - a. Owner will be given the following cash allowances with which to shop and make purchases in the noted categories.
  - b. The items chosen should be delivered to and billed to contractor's office up to the amount of the individual allowances. Beyond these figures, owner is responsible for payment in full or arrangements with the supplier.

**WORKMANSHIP:**

- 1. Work is to be performed by competent workmen and in a method accepted as good building practices. All material is to be first quality.

**GUARANTEES AND WARRANTIES:**

- 1. All work done under these specifications will be guaranteed for a period of one year from completion as determined by the date of the "Notice of Completion" as hereinafter described.
- 2. Contractor makes no express or implied warranty whatsoever with respect to the materials to be incorporated in the work, including but not limited to implied warranties of merchantability and fitness for a particular purpose, which are expressly disclaimed.

**PAINTING:**

- 1. All painted areas are to be properly prepared before painting.
- 2. Owner shall have the option of selecting brands of materials to be used in painting operations. Only quality paints are to be used.
- 3. All painting is to be first quality work.

**JOB COMPLETION**

- 1. The job can not start until the completion of both of the following events:
  - (A) The receipt by owner and deposit in a joint escrow

Jun 2 '99 10:54 P.04

account of funds in at least the amount of the actual cash value settlement from the insurance carrier; and

(B) The receipt of the building permit (if required) from the applicable building authority.

- 2. The work as detailed in the enclosed job specifications shall be substantially completed (suitable for occupancy and use by owner) within \_\_\_ days from the start date as set forth above.

Completion date 4 months - October 1, 1999

AP  
est

- 3. Any additional work ordered by owner, or changes in specifications will require the allotment of additional time. Should this situation occur, a statement as to the additional time required will be submitted to owner upon request.

- 4. Upon completion, contractor will notify owner in writing at owner's last known address that work is complete. Included with such notice shall be a final "punch list" (see example included with this document). Owner shall, within ten days of the date of the "Notification of Completion" complete and return the final punch list to contractor.

If owner fails to return such final punch list within the time allowed, Contractor shall assume that the work as completed is acceptable to owner and issue final billing for all amounts remaining unpaid under the terms of this agreement. Payment for such amounts shall be due and payable within ten days of the date of such billing.

If owner returns such final punch list, Contractor shall complete those items which are within the scope of this agreement to owner's satisfaction before final billing is issued. Only those items contained within the final punch list shall be completed prior to payment of the final billing amount. Any other items discovered by owner which require repair will be completed only after receipt of final payment and under the terms of the warranties as stated above.

**FINAL CLEANING**

- 1. Prior to final close-out, premises shall be swept, thoroughly cleaned, and left clean with all job caused debris removed from premises.
- 2. Final detail cleaning is the responsibility of the owner.

**SPECIFICATIONS:**

- 1. The job specifications attached to this document are incorporated into this proposal by reference as if fully rewritten here.
- 2. Stated quantities and unit pricing are for estimation purposes only. Actual quantities used and prices negotiated with owner's insurance company for job completion may vary.

**TERMS:**

1. Payment is to be made as work progresses and upon the submission of proper master contractor's affidavit if required. Payments shall be made according to the following schedule:
  - A. 25% within ten days of job startup
  - B. 25% within ten days of demolition completion
  - C. 25% within ten days of roofing completion
  - D. Remaining balance due within 5 days of completion of all items specified in final punch list as described herein.
2. Pursuant to Tennessee Revised Code, contractor hereby requests that owner record the attached "Notice of Commencement" within ten (10) days of the date of the signing of this agreement with the Recorder of the County in which the property is located.
  - a. General Contractor's Affidavit and Partial / Final Lien Waiver shall be provided as required by law.
3. Payment of all progress and final payments is net ten days. Interest in the amount of 1 1/2% per month (18% per year) will be added to all invoiced amounts remaining unpaid after ten days from original invoice date and every thirty days thereafter.
4. Should Owner fail to make payments as required and Contractor elects to pursue legal action or arbitration as provided in the "Dispute Resolution" section of this contract in order to collect the amounts due hereunder, Owner agrees to pay all costs, expenses, and attorney's fees incurred by contractor in order to make such collection.

**PRICE:**

1. We offer the work herein specified, complete, including materials and labor for the sum of: ~~\$89,794.88~~ \$100,570.34. *elt AP*

**ADDITIONAL/  
CHANGED WORK:**

1. The work specified in this document will be performed under this contract unless agreed to the contrary in writing. Any additions, deletions, or changes from the specified work will be accomplished by agreement with the owner and / or funding insurance company. Owner agrees that any additional work performed pursuant to agreement with owner's insurance company shall be done and paid for pursuant to all of the terms and conditions contained herein. Upon request, Contractor will provide owner with a listing of any such changes made pursuant to agreement with the funding insurance company.
2. These "GENERAL CONDITIONS" shall govern the performance by contractor by or on behalf of owner, of any further work to be done, whether on building, personal property, or any other area unless specifically changed in writing and signed by both parties.

**CONTINGENCIES**

1. The performance of this contract is contingent upon delays caused by weather, local law, strike, unavailability of materials, or any other circumstance beyond the control of contractor.
2. An extension of time may be required due to contractor's commitments to emergency service, storm related repairs, or other unforeseeable events.

**CO-PAYMENT OF FUNDS:**

- 1. The attached document entitled "Owner's Direction to Pay" and marked as "Exhibit 1" is attached hereto and incorporated herein by reference for all purposes as a part of this agreement.

**WITHDRAWAL / CANCELLATION**

- 1. This contract may be withdrawn by contractor without notice if not accepted by owner.

**RESOLUTION OF DISPUTES**

- 1. If any dispute of any kind or sort arises as the result of or in connection with this agreement, the following additional conditions shall apply:

- a. Contractor shall have the right to determine the forum for resolution of any dispute.

- b. If Contractor elects to resolve any dispute by means of arbitration, said arbitration shall be conducted by and according to the rules of the American Arbitration Association as stated in the "Construction Industry Arbitration Rules" as published by them. Owner and Contractor further agree that the decision of the arbitrator(s) shall be binding upon both parties and that judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

- c. If Contractor elects to resolve said dispute by utilizing the courts, Owner agrees to waive trial of the issues by jury and to conduct trial only to a Court having jurisdiction over the issues in controversy.

- d. The prevailing party in any legal action or arbitration proceeding arising out of or relating to this agreement shall be entitled to recover costs and reasonable attorney's fees incurred at the trial and appellate levels, as applicable. Contractor shall be entitled to its costs and reasonable attorney's fees incurred in any legal or other proceeding to enforce this contract or any lien arising out of any labor, services or materials supplied by Contractor and any way related to this agreement, or in any way related to Contractor's efforts to seek collection of sums due to it under or in any way related to this agreement, in all trial, appellate and bankruptcy court proceedings.

- e. This contract shall be governed and construed according to the laws of the State of Tennessee. However, to the extent Contractor seeks to enforce lien or other rights which arise pursuant to the laws of the state wherein any legal or other action or arbitration is pending, such claims shall be governed and construed according to said state's laws.

Jun 2 '99 10:55 P.07

**WE THANK YOU** for the opportunity of preparing this bid for you. The quality and service to be provided during your period of restoration are backed by the Hauck Company's 80 years of experience in property loss restoration service to this area. We look forward to beginning work on this project.

When you have made your decision to entrust your property to our specialists, please sign one copy of the acceptance below and contact us at the office, (513)733-3300. We will make arrangements with you for the return of this agreement and advise you of the starting date for this work.

Respectfully submitted,  
Hauck Company



Andrew C. Hauck III, Chief Executive Officer



NOTICE OF UNSAFE STRUCTURE


OWNER OF RECORD: HAZEL H. THURMAN  
ADDRESS: 202 MADISON STREET TAX MAP NO. 66-K PARCEL E-1  
S/D & LOT NO. OR NAME OF BUSINESS: RESIDENTIAL  
DATE OF NOTICE: MAY 4, 1999

TO WHOM IT MAY CONCERN:

In accordance with the 1985 Standard Unsafe Building Abatement Code the above referenced structure was inspected on the 23RD day of MARCH 1999 at which time the structure was determined to be unsafe, unsanitary, unfit for human habitation, and poses an immediate health and safety hazard to the citizens of the City of Clarksville. The building has been posted as an unsafe structure and shall be repaired in accordance with the 1997 Standard Building Code or demolished ( see attached report on the condition of the structure). The structure is to be repaired or demolished and all necessary permits must be secured and the work commenced within 60 days of this notice, or and approved plan of action submitted within 60 days. Failure to obtain the required permits within the stated time will cause the building official to order the demolition to be done and all cost incurred charged against the property or the owner of record.

Any person having any legal interest in the property may appeal this notice to the Board of Adjustments and Appeals; such appeal shall be in writing in the form specified in Section 401 of the 1985 Unsafe Building Abatement Code and shall be filed with the building official within 30 days of the date of the notice. Failure to appeal in the time specified will constitute a waiver of all rights to an administrative hearing.

If you have any questions in regard to this notice feel free to contact me at this office.

  
\_\_\_\_\_

Ed Hadley, Building Official

931-645-7461

100 South Spring Street

Clarksville, Tennessee 37040

CITY OF CLARKSVILLE TENNESSEE  
RIGHT-OF-ENTRY AND RELEASE AGREEMENT

DATE: MAY 4, 1999

The undersigned hereby certifies and warrants that he/she is the title owner or the authorized agent of said owner of the property described herein, and the undersigned hereby authorizes The City of Clarksville Tennessee, its successors and assigns, including its contractors, subcontractors, agents, employees, the authority and permission to enter in and onto the premises located within The City of Clarksville more commonly identified as:

Street Address: 202 MADISON STREET

SEE EXHIBIT "A" ATTACHED FOR LEGAL DESCRIPTION, IF AVAILABLE

and demolish the existing unsafe structure and remove any and all storm-generated debris, resulting from the tornado and weather activity which occurred on or about January 22, 1999, from the above described property of the undersigned or his authorized agent. Said removal and cleanup is being undertaken by The City of Clarksville, to facilitate the prompt and expedient reconstruction and redevelopment of the above-described property and to abate a safety or health hazard to the citizens of The City of Clarksville, and the general public. For purposes of this document, the term "Storm Generated Debris" means construction and demolition debris, building materials, roofing materials, yard trash, vegetation waste, storm damaged trees, wires, cables, and metal material that are located within the properties boundaries.

The undersigned agrees that all items not to be removed from the above described property shall be boldly marked "DO NOT REMOVE"

In consideration of the services to be performed by The City of Clarksville, its contractors and subcontractors, the undersigned further agrees and warrants that it will hold harmless and indemnify The City of Clarksville, its contractors and subcontractors, from any and all claims for damages of any type whatsoever, either to above described property or persons situated thereon, or the adjoining properties, and hereby releases, discharges and waives any and all actions, either legal or equitable, which the undersigned has or may have now or in the future by reason of action of The City of Clarksville, its contractors and subcontractors, while removing Storm Generated Debris from the above property.

All terms and conditions with respect to this right of entry are expressly contained herein and the undersigned agrees that no representative of The City of Clarksville, its contractors or subcontractors, has made any representation or promise with respect to this right of entry that is not expressly contained herein.

I / we (have \_\_\_\_\_, have not \_\_\_\_\_) (will \_\_\_\_\_, will not \_\_\_\_\_) receive any compensation for debris removal from any other source including SBA, ASCS, private insurance, individual and family grant program or any other public assistance program. All benefits from any insurance policy for demolition or debris removal are hereby assigned to The City of Clarksville. I am fully aware that an individual who fraudulently or willfully misstates any fact in connection with this agreement shall be subject to a fine of not more than \$10,000.00 or imprisoned for not more than one year or both.

I currently have no known physical or mental condition that would impair my capability for full participation as intended or expected of me. Further, I have carefully read the foregoing right of entry and release and understand the contents thereof and sign this as my own free act.

For consideration and purposes set forth herein. I hereby set my hand and seal this \_\_\_\_\_ day  
of \_\_\_\_\_ 1999.

Witnessed by:

\_\_\_\_\_  
Property Owner(s) or Property Owner  
Authorized Agent

Current Telephone No. \_\_\_\_\_

RETURN

Executed by delivering to HAZEL H. THURMAN on 4TH day of MAY, 1999

  
\_\_\_\_\_  
Codes Official

Receipt Acknowledged by:

\_\_\_\_\_

RETURN

I certify that I served this Notice, by sending a copy of the same by certified mail, return receipt requested this the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Codes Official

Gateway To The *New* South.



3-8-00

HAZEL THURMAN  
202 MADISON STREET  
CLARKSVILLE, TN 37040

RE: Tennessee Code Annotated Section 6-54-113 and  
City of Clarksville Resolution No. 80-1994-95

Dear MRS. THURMAN (OWNER OF RECORD):

Pursuant to Tennessee Code Annotated Section 6-54-113 and the City of Clarksville Resolution No. 80-1994-95 consider this letter official notice that the property located at 202 MADISON STREET, Clarksville, Tennessee, further identified as Tax Property Map No. 66-K Parcel E-1 is in fact in violation of the above captioned. The violation being care of exterior premises:

Overgrown trees, vines, grass, underbrush, and/or the accumulation of debris, trash, litter, or garbage, or any combination of debris, trash, litter, or garbage, or any combination of the preceding elements, so as to endanger the health, safety, or welfare of other citizens or to encourage the infestation of rats and other harmful animals.

You have ten (10) days to remedy the aforementioned violation(s). Should you fail or refuse to remedy the condition within ten (10) days after receiving this notice the Building and Codes Department shall immediately cause the condition to be remedied or removed at a cost in conformity with reasonable standards and the cost thereof assessed against the owner of the property. The estimated cost for the City to remedy the condition is SEVEN HUNDRED DOLLARS (\$700.00). In addition to the estimated cost for the city to remedy the condition and pursuant to the Official Code of the City of Clarksville Title 8, Chapter 1, Section 8-112, Subsection (e) an administrative fee of \$ 150.00 shall also be assessed against the owner of the property who fails to remedy the condition for which notice was given to defray the cost to the city to remedy the condition on behalf of the owner.

Should you have any questions feel free to contact Loretta Bryant, Chief Codes Enforcement Officer, at (931) 645-7426, 100 South Spring Street, Clarksville, Tennessee. Should you desire a hearing on this matter you must make a request within ten (10) days of receipt of this notice to Loretta Bryant, Chief Codes Enforcement Officer, at (931) 645-7426, 100 South Spring Street, Clarksville, Tennessee. Failure to make the request within this time shall without exception constitute a waiver of the right to a hearing. Thank you for your cooperation in this matter.

Sincerely,

  
Ed Hadley  
Director

B.P.



100 South Spring Street  
Clarksville, TN 37040  
(931) 645-7426 ▲ Fax: (931) 645-7430  
www.cityofclarksville.com

Gateway To The *New* South.



3-8-00

HAZEL THURMAN  
202 MADISON STREET  
CLARKSVILLE, TN 37040

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3-8-00

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202 MADISON STREET  
CLARKSVILLE, TN 37040

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Director

B.P.



100 South Spring Street  
Clarksville, TN 37040  
(931) 645-7426 ▲ Fax: (931) 645-7430  
www.cityofclarksville.com

08/16/99

24,500.00

330.00

66-K-E-1

H-J

CI(99)H168705

06/26/00

202 MADISON STREET

N/A

ELLINOR THURMAN

202 MADISON STREET

N/A

HAUCK COMPANY

9888 READING ROAD, CINCINNATI, OHIO  
45241

1-800-536

N/A

/ /

N/A

?

X

3000

RESIDENTIAL REPAIRS DUE TO TORNADO DAMAGE/IN HISTORICAL ZONE/LETTER OF  
APPROPRIATENESS IS ATTACHED/  
ISSUED BY CSJ PER LES CROCKER/APPLICANT IS AWARE OF ALL INSPECTIONS

FRAMING OK MB 10/07/99/

R E S I D E N T I A L   B U I L D I N G   P E R M I T   A P P L I C A T I O N

BUILDING PERMIT NUMBER 9689

MONTH :08  
DAY :16  
YEAR :99  
CONSTRUCTION COST :24,500.00  
FEE :330.00  
TAX MAP NO :66-K-E-1  
ZONE :H-1  
WORKER'S COMP # :CI(99)H168705  
COMP. EXP. MONTH :0  
COMP. EXP. DAY :2  
COMP. EXP. YEAR :0  
AFFIDVIT ATTACHED :X  
FLOOD CERTIFICATE YES:  
FLOOD CERTIFICATE NO :  
MIN FLOOD ELEVATION :  
FLOOD PLAIN :  
LOCALIZED FLOODING :  
ADDRESS OF WORK :202 MADISON STREET  
SUBDIVISION & LOT # :N/A  
OWNER :ELLINOR THURMAN  
OWNER ADDRESS :202 MADISON STREET  
OWNER PHONE :N/A  
CONTRACTOR :HAUCK COMPANY  
CONTRACTOR ADDRESS :9888 READING ROAD, CINCINNATI, OHIO 45241  
CONTRACTOR PHONE :1-800-536-3300  
CONTRACTORS LICENSE#:N/A  
LICENSE EXPIR MONTH :  
LICENSE EXPIR DAY :  
LICENSE EXPIR YEAR :  
CONT PLUMBING INSIDE :



NOTICE OF CANCELLATION

.....6/1/99.....  
(Date)

You may cancel this transaction, without any penalty or obligation, within three days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to:

Hauck Companies, Attention Andrew C. Hauck III, President, 9888 Reading Road, Cincinnati, Ohio 45241

not later than midnight of 6/4/99.

.....  
I hereby cancel this transaction.

.....  
(Date)

(Buyer's signature)  
.....

ACKNOWLEDGMENT

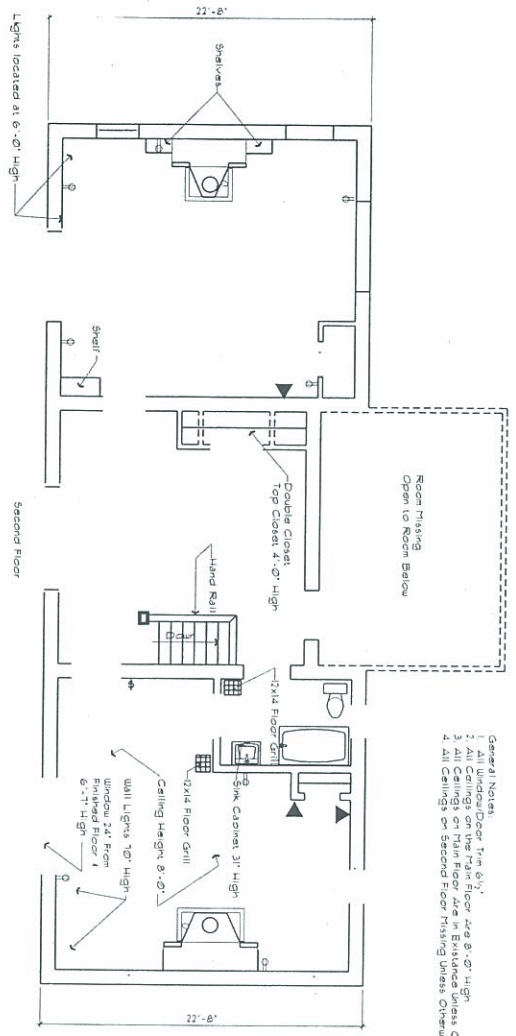
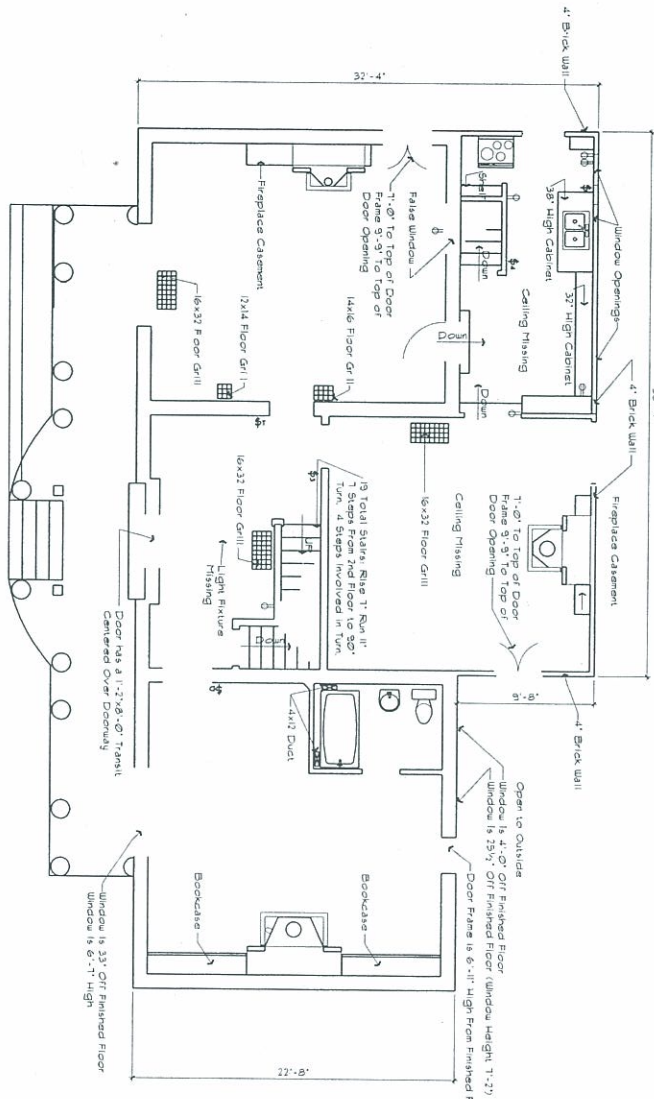
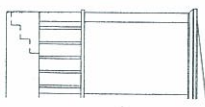
I ACKNOWLEDGE THAT I HAVE RECEIVED TWO (2) COPIES OF THIS NOTICE OF CANCELLATION, WITH ALL BLANKS COMPLETED EXCEPT MY SIGNATURE AND THE DATE, IF ANY, ON WHICH I CANCEL THIS TRANSACTION.

.....6/1/99.....  
(Date)

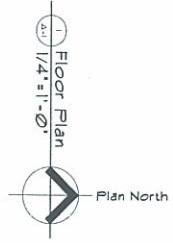
(Buyer's signature)

.....*Elmer H. Thurman*.....

1/4" = 1'-0"  
24x36



- General Notes
1. All Ceilings on the Main Floor are 8'-0" High
  2. All Ceilings on the Main Floor are 10' Existing Unless Otherwise Noted
  3. All Ceilings on the Main Floor are 10' Existing Unless Otherwise Noted
  4. All Ceilings on Second Floor Missing Unless Otherwise Noted



**Clark and Associates, Architects, Inc.**  
 1511 Business Park Drive  
 931-552-3860 Clarksville  
 Clarksville, Tennessee 37040-0024  
 615-244-4814 Nashville

Sheet A-1 of 11 Print Set No.

Existing Floor Plan

202 Madison Street

Clarksville, Tennessee  
 Project No. 382

drawn TEG/DPs

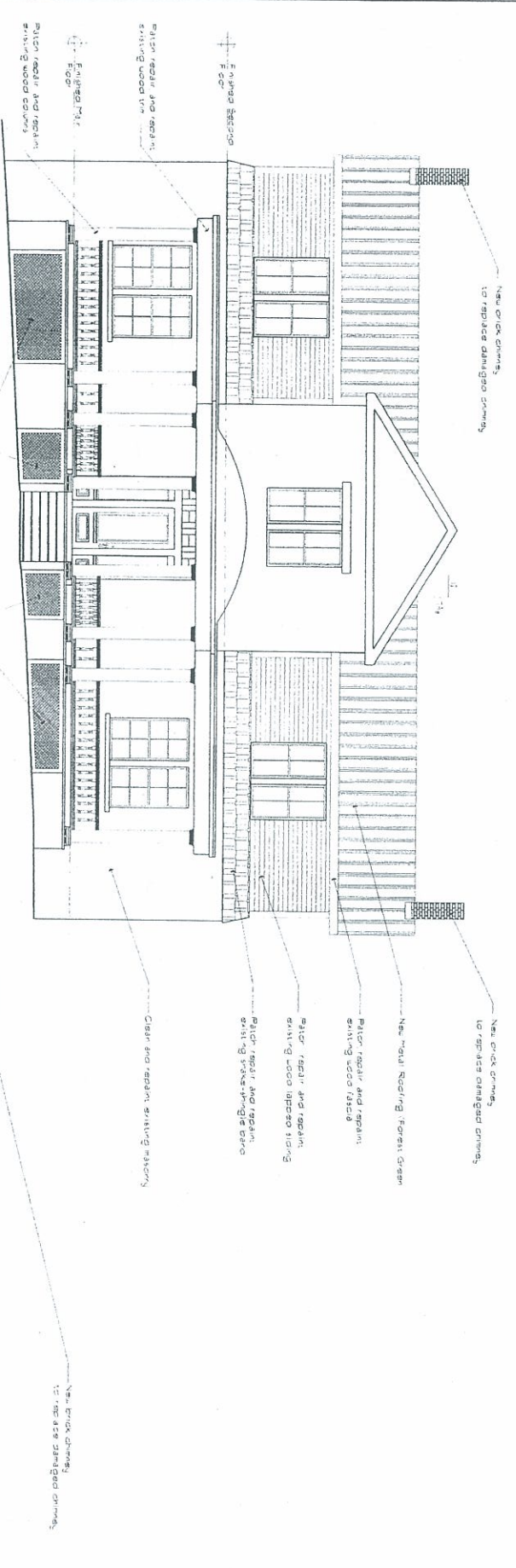
date 5/21/93

rev/604 10/12/93

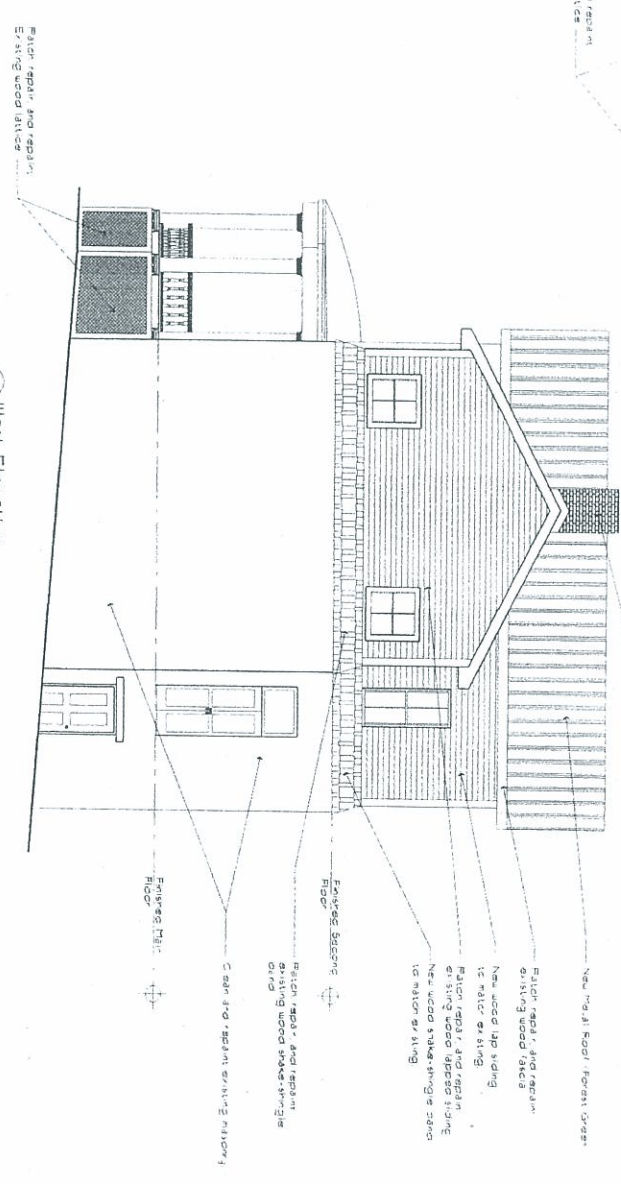








North Elevation  
1/4" = 1'-0"



West Elevation  
1/4" = 1'-0"

- General Notes
1. All existing masonry to be cleaned, repaired where required and repainted.
  2. All existing remaining wood siding to be patched, repaired and repainted using wood preservative as indicated, repaired and repainted.
  3. All existing remaining wood trim to be patched, repaired and repainted.
  4. Existing wood framing and caulkers to be repaired, cleaned and repainted. Replace existing windows to be cleaned and repaired. Broken glass to be replaced.
  5. Existing doors to be cleaned and repainted.



					03/06/02	
\$75,000.00	\$360.00		66-K-E-1			CBD
	NCA205860		06/10/02			
	N X		NA NA			NA
202 MADISON STREET			NA			
ELINOR THURMAN		202 MADISON STREET				270-483-1038
THOMAS HART		917 FATHERLAND STREET, NASHVILLE, TN.				615-226-7802
35474			09/30/02			
NA						?
NA						?
	X	NA				NA
NA		NA	NA	NA	X	NA
2350		2		2		1

RESIDENTIAL REMODEL DUE TO FIRE APPLICANT HAD TO HAVE APPROVAL FROM DOWNTOWN DISTRICT SEE ATTACHED/ APPLICANT IS AWARE OF ALL INSPECTIONS/APPLICANT HAS SIGNED BUILDING OCCUPANCY FORM/OK TO ISSUE PER LES/PERMIT ISSUED BY TMS



# THOMAS E. HART

General Contracting, Inc.  
917 Fatherland Street  
Nashville, Tennessee 37206  
615-226-7802  
STATE LICENSE #35474

## PROPOSAL

August 14, 2001

### THIS PROPOSAL IS SUBMITTED TO:

Eleanor Thurman  
202 Madison Street  
Clarksville, TN 37040  
Telephone: 270-483-1038

We hereby propose to furnish labor, materials and equipment, except as noted, necessary for various repairs and remodeling to 202 Madison St., Clarksville, Tennessee. See Addendum attached hereto and made a part of hereof for Description and Specifications pertaining to Work to be performed. All material is guaranteed to be as specified, and the above Work to be performed in accordance with the specifications, details, and drawings, if applicable, as detailed herein, for the sum of Eighty Three Thousand Dollars (\$83,000). *SEVENTY-FOUR THOUSAND FIVE HUNDRED DOLLARS (\$74,500.00) WITH NO WAMPAPER LABOR & MATERIALS*

*(\$74,500.00)* Payment Terms: One third of the total Contract price is due as a deposit upon Contract acceptance. The remaining amount is to be paid in progress payment increments. A Payment Schedule will be submitted upon Contract acceptance.

### SPECIAL NOTES

- A. Necessary permits will be obtained by **THOMAS E. HART General Contracting, Inc.**
- B. All agreements are contingent upon strikes, accidents, acts of God, or other delays beyond our control.
- C. Mechanical work, if applicable, will be done by licensed, local contractors.
- D. **THOMAS E. HART, General Contracting, Inc.** cannot assume liability for hidden damages or site conditions not visible prior to start of construction.
- E. Cleanliness will be maintained at the job site. Contractor will remove construction debris.
- F. Any alteration or deviation from the Work described herein will be executed only upon written change orders, and, should extra costs be involved in such Changes, these will become extra charges due and payable at the time such Changes are executed.

Continued on Page Two

**Special Notes, Continued:**

G. Should scheduled payments as outlined herein not be made, **THOMAS E. HART, General Contracting, Inc.** reserves the right to stop Work upon written notice to the Owner, and to collect from Owner any unpaid costs at that time. In the event of default in the terms or conditions of this contract by the Owner, the Contractor may recover reasonable attorney's fees and costs associated with or connected with any litigation necessary to enforce the agreement.

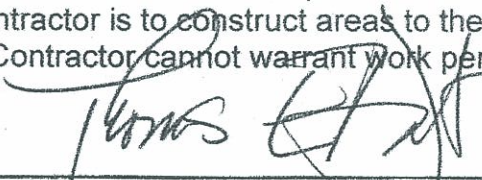
H. Owner shall be responsible for setting property lines, for providing survey if necessary, and for complying with any restrictions issued by local government authorities. Owner to provide utilities necessary for construction.

I. Owner to provide fire, tornado, theft and other necessary insurance upon Work. Workers' Compensation and Liability insurance will be provided by **THOMAS E. HART, General Contracting, Inc.** Owner's theft insurance specifically relates to materials and equipment secured or protected in the structure.

J. Changes to the Scope of Work related to the current building Code, or Metro Government requirements that require modification or addition to agreed specifications will be at additional cost.

K. If the Owner does not provide detailed specifications to the Contractor, the Contractor is to construct areas to the best of his ability, using current building criteria.

L. Contractor cannot warrant work performed prior to or outside of this contract.



**THOMAS E. HART General Contracting, Inc.**  
BY: Thomas E. Hart

---

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the Work as specified. Payment will be made as outlined above.

\_\_\_\_\_ (OWNER)

Eleanor Thurman

\_\_\_\_\_ (DATE)

**THOMAS E. HART**  
**General Contracting, Inc.**  
**ADDENDUM TO PROPOSAL**

August 14, 2001

---

Eleanor Thurman  
202 Madison St.  
Clarksville, Tennessee

**PROJECTED SCOPE OF WORK**

**PART ONE: INTERIOR OF 202 MADISON STREET, CLARKSVILLE, TENNESSEE**

The following Scope of Work applies to each room listed below, unless amended in individual room description described herein:

- A. Repair wall and ceiling surfaces, ready for paint.
- B. Re-install baseboards, door and window trim.
- C. Re-hang or repair existing doors.
- D. Replace broken or missing window glass.
- E. Repair and re-install existing window and door screens, or install new screen units where missing.
- F. Sand and refinish wood floors with two coats of polyurethane.
- G. Repair window units as necessary for proper operation.
- H. Prepare, prime as necessary and paint interior surfaces with two coats of acrylic enamel.

**ROOMS INCLUDED:**

Entry hall  
Living room  
Dining room  
Library  
Second floor hall  
Master bedroom

**Continued on Page Two, Addendum**

**Page Two, Addendum  
Eleanor Thurman  
August 14, 2001**

**Scope of Work, Continued:**

Second bedroom  
New room

**SCOPE OF WORK BY ROOM:**

**1. ENTRY HALL**

- A. Replace ceiling light medallion with living room medallion.
- B. Replace carpet at stairs. Allowance is to be \$23.00 per square yard for carpet and pad.
- ✓ C. Prepare walls and install wallpaper. Allowance is to be \$19.50 per single roll.

**2. LIVING ROOM**

- A. Replace ceiling light medallion with entry hall medallion.
- B. Repair tile hearth and clean mantle.
- C. Prepare walls and install wallpaper. Allowance is to be \$19.50 per single roll, and \$24.69 per roll of border.
- D. Replace flooring surface with  $\frac{3}{4}$ " X 1 and  $\frac{1}{2}$ " pine planking.

**3. DINING ROOM**

- A. Replace chandelier with chandelier from library.
- B. Install new ceiling medallion at light fixture (supplied by owner).
- C. Clean mantle.
- D. Prepare walls and install new wallpaper. Allowance is to be \$19.50 per single roll.

**Continued on Page Three, Addendum**

**Page Three, Addendum  
Eleanor Thurman  
August 14, 2001**

**Scope of Work, Continued:**

**4. LIBRARY**

- A. Replace chandelier with chandelier from library.
- ✓ B. Prepare walls, and install new wallpaper. Allowance is to be \$23.00 per single roll.
- C. Repair and re-install floor register.

**5. FIRST FLOOR BATH**

- A. Repair wall surfaces.
- B. Repair and re-install exposed ductwork.
- C. Install window screen.
- D. Repair and re-install floor register.
- E. Replace flooring surface. Allowance is to be \$3.65 per square foot.
- F. Re-hang door to bath.
- G. Prepare and paint walls, ceiling and trim with two coats of acrylic semi-gloss enamel.

**6. KITCHEN**

- ✓ A. Repair, re-align and re-secure wall framing and surfaces at stairway enclosure.
- ✓ B. Re-hang door to stairwell.
- ✓ C. Install new plywood wall surfaces to complete consistent wall finish.
- ✓ D. Re-install all missing window, door and base trim.
- E. Install missing window screens.

**Continued on Page Four, Addendum**

**Page Four, Addendum  
Eleanor Thurman  
August 14, 2001**

**Scope of Work, Continued:**

- F. Repair windows for proper operation.
- ✓ G. Repair, rebuild or replace as necessary all cabinet units to original specifications, subject to availability.
- ✓ H. Remove cabinet unit over stove.
- ✓ I. Relocate and replace three (3) ceiling light fixtures.
- J. Install new sheet vinyl flooring surface. Allowance is to be \$16.00 per square yard.
- ✓ K. Paint all walls, ceilings, cabinets and trim with two coats of acrylic semi-gloss enamel.

**7. SECOND FLOOR HALL**

- A. Re-install chandelier.
- B. Re-install crown molding.
- C. Replace flooring surface with  $\frac{3}{4}$ " by 1 and  $\frac{1}{2}$  inch pine planing. Allowance is to be \$4.50 per square foot.
- ✓ D. Prepare walls and install wallpaper. Allowance is to be \$19.50 per single roll.
- E. Repair and secure handrail banister.

**8. MASTER BEDROOM**

- A. Repair bookshelf unit near floor.
- B. Repair tile hearth.
- C. Re-install crown molding.
- D. Install new attic access in closet.

**Continued on Page Five, Addendum**

Page Five, Addendum  
Eleanor Thurman  
August 14, 2001

**Scope of Work, Continued:**

E. Prepare walls and install new wallpaper. Allowance is to be \$22.74 per single roll.

9. SECOND BEDROOM

A. Replace attic access in closet.

B. Repair and re-install floor register.

10. SECOND FLOOR BATH

A. Re-install wood trim at window.

B. Repair window to operate properly.

C. Re-hang bathroom door.

D. Prepare walls and install wallpaper. Allowance is to be \$23.00 per single roll.

E. Paint ceiling and trim with two coats of acrylic semi-gloss enamel.

11. NEW ROOM

A. Install new  $\frac{3}{4}$ " by 1 and  $\frac{1}{2}$ " pine flooring surface. Allowance is to be \$4.50 per square foot.

12. BASEMENT LAUNDRY ROOM

A. Replace wood trim at exterior door.

B. Install new screen door at exterior door.

C. Fabricate and install new cat door.

13. BASEMENT FURNACE ROOM

A. Re-attach existing ductwork.

**Continued on Page Six, Addendum**

**Page Six, Addendum  
Eleanor Thurman  
August 14, 2001**

**Scope of Work, Continued:**

B. Enclose existing electrical circuitry at ceiling in conduit.

**PART SIX: EXTERIOR OF 202 MADISON STREET, CLARKSVILLE, TENNESSEE**

**1. FRONT PORCH**

A. Repair damaged areas of porch ceiling.

B. Repair, re-align and re-install handrail and balusters as necessary.

**2. FRONT YARD**

A. Repair or replace picket fence across the front of the property lines to original specifications. Paint with two coats of exterior acrylic enamel.

**3. REAR PORCH**

A. Install framing and finish for new \_\_\_\_\_ X \_\_\_\_\_ porch deck, to consist of:

1. 2 X 10 pressure-treated framing.
2. 4 X 4 pressure-treated support posts.
3. 5/4" X 6" pressure-treated flooring.
4. 2 X 4 handrail with 2 X 2 square pickets.
5. 8' tall lattice screen along street side.

**4. EXTERIOR PAINTING**

A. Prepare, prime as necessary and paint all previously painted exterior surfaces with two coats of exterior acrylic enamel. Specifications: White body color with green trim.

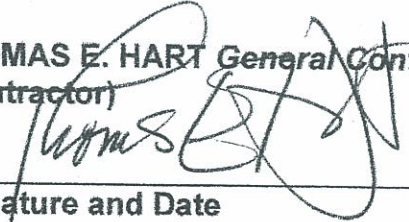
**Continued on Page Seven, Addendum**



**SPECIAL NOTES**

1. If the Owner does not provide detailed specifications to the Contractor, the Contractor is to construct areas to the best of his ability, using current building criteria.
2. Contractor cannot warrant work performed prior to or outside of this Contract.
3. All electrical and plumbing systems are to be installed from nearest existing source.

THOMAS E. HART General Contracting, Inc.  
(Contractor)

  
\_\_\_\_\_  
Signature and Date

Eleanor Thurman  
(Owner)

 1/16/02  
\_\_\_\_\_  
Signature and Date



**COPY**

STATE OF TENNESSEE  
DEPARTMENT OF COMMERCE AND INSURANCE  
**DIVISION OF CONSUMER AFFAIRS**  
808 JAMES ROBERTSON PARKWAY, FIFTH FLOOR  
NASHVILLE, TENNESSEE 37243-0600

(615) 741-4737

TN TOLL FREE 1-800-342-8385  
FAX 615-532-4894

December 20, 2005

Hart, Thomas E. General Contracting, Inc  
917 Fatherland St.  
Nashville, TN 37206

RE: Elinor Thurman vs. Thomas E. Hart  
FILE NUMBER: 00397-05

Dear Sir:

This letter is to acknowledge receipt of a complaint filed against your company with the Division of Consumer Affairs. The Tennessee Consumer Protection Act of 1977, Tennessee Code Annotated §47-18-5002, requires us to investigate all complaints filed with this office. CHAMP (Contractor/Homeowner Accountability and Mediation Program) was created to mediate complaints filed either with the board of licensing Contractors or directly with this office.

I am enclosing for your review a copy of the complaint filed with this office. You are Permitted 21 calendar days from the date of this letter to submit a written response to our office. For your convenience, you may e-mail or fax your response. Please be sure to include the file number listed above on all correspondence. This is an effort to mediate the issues upon complaint has been made, not an effort to start an administrative action against you or your company.

Please also understand that conducting business as an unlicensed contractor is now a violation of the Tennessee Consumer Protection Act and is subject to the penalties prescribed, including treble damages.

Your failure to file a written response and /or other wise act in good faith regarding this Complaint can constitute grounds for revocation or suspension of your license by the Contractor's Licensing board. Moreover, your failure to respond can result in your name being placed on the Contractor/Buyer Beware List.

After expiration of the permitted time for filing a written response, our mediation staff will review the complaint. In the event further information is required, you will be notified. In the meantime, should you have any question or concerns, please contact CHAMP at (615) 532-9703, email at [ca\\_champ@state.tn.us](mailto:ca_champ@state.tn.us) or mail at the above address.

Sincerely,

Mary Clement  
Director

# 397-65



**RECEIVED**  
DEC 19 2005

DEPT. OF COMMERCE & INSURANCE  
DIVISION OF CONSUMER AFFAIRS-CHAMP

STATE OF TENNESSEE  
DEPARTMENT OF COMMERCE AND INSURANCE  
BOARD FOR LICENSING CONTRACTORS

500 JAMES ROBERTSON PARKWAY  
DAVY CROCKETT TOWER, SUITE 110  
NASHVILLE, TENNESSEE 37243-1150  
FAX (615) 832-2888 (615) 741-8307 or (800) 544-7693

December 16, 2005

ELINOR THURMAN  
202 MADISON ST  
CLARKSVILLE, TN 37040

RE: HART, THOMAS E. GENERAL CONTRACTING, INC.  
Complaint No. 200504429

Dear ELINOR THURMAN:

This letter is to acknowledge receipt of the complaint you have filed with the Board for Licensing Contractors against the above referenced contractor.

Please be advised that the complaint, along with all documentation submitted, has been transferred to the Division of Consumer Affairs for assistance. Any further communication relative to this complaint should be directed to the Division of Consumer Affairs at the following location:

State of Tennessee  
Department of Commerce and Insurance  
Division of Consumer Affairs CHAMP  
500 James Robertson Parkway, Fifth Floor  
Nashville, TN 37243  
TN Toll Free: 1-800-342-8385  
(615) 253-2700  
Fax: (615) 632-4994

Sincerely,

Delta Lowe  
Administrative Assistant

cc: Division of Consumer Affairs



**COPY**

(615) 741-4737

STATE OF TENNESSEE  
DEPARTMENT OF COMMERCE AND INSURANCE  
**DIVISION OF CONSUMER AFFAIRS**  
500 JAMES ROBERTSON PARKWAY, FIFTH FLOOR  
NASHVILLE, TENNESSEE 37243-0600

TN TOLL FREE 1-800-342-8385  
FAX 615-532-4884

December 20, 2005

Elinor Thurman  
202 Madison St.  
Clarksville, TN 37040

RE: Elinor Thurman vs. Hart, Thomas E. General Contracting, Inc.  
File Number: 00397-05

Dear Ms. Thurman

The Tennessee Division of Consumer Affairs was created in 1977 by the Tennessee General Assembly to enforce the Tennessee Consumer Protection Act and to assist consumers who may have been affected by unfair business practices. To further our role in consumer protection, the "Contractor/Homeowner Accountability and Mediation Program" (CHAMP) has been established to mediate complaints filed either with the Board of Licensing Contractors or directly with this office.

Within the next few weeks, one of the CHAMP team members will contact you by telephone to discuss your complaint and inform you of the steps that will be taken to resolve this matter. Any questions you have should be directed to CHAMP either by phone at (615 532-9703), e-mail at [ca.champ@state.tn.us](mailto:ca.champ@state.tn.us) or by mail at the above address. I look forward to the Division being able to bring a satisfying closure to your complaint.

Sincerely,

Mary Clement  
Director



# HAUCK CO.

## National Casualty Contractors

"Serving Your Insurance Needs Since 1910"

### Agreement for Services

For and in consideration of the mutual promises contained below, the sufficiency of which is acknowledged, the parties agree as follows:

WHEREAS ELINOR H. THURMAN, (hereinafter referred to as "Owner") has requested that Hauck Company, Inc. (hereinafter referred to as "Contractor") complete a detailed and itemized estimate of certain damages occurring at 202 MADISON ST. and assist owner in presentation of claim to the insurance carrier for above location; and

WHEREAS Contractor shall expend substantial time, effort, and resources in the preparation of such claim, and

WHEREAS Contractor and Owner have mutually agreed to undertake said venture.

### IT IS HEREBY UNDERSTOOD AND AGREED AS FOLLOWS:

1. Contractor agrees to undertake the preparation of such estimate and the assistance of owner in the presentation of Owner's claim to insurance company, government and historic preservation agencies.
2. Upon completion of the negotiations with owner's insurance company to the point of reaching an agreed price for the repair, restoration, or reconstruction of the building, owner shall execute a contract with Contractor for the repair, restoration, or reconstruction of the subject building in an amount equal to the agreed repair price of the subject property to be executed on the forms customary to the business of Contractor.
3. Owner acknowledges that should owner fail, for any reason, to execute such agreement that Contractor shall be due an amount equalling Contractor's anticipated costs of 10% of the final agreed price as stated in paragraph (2.) above. Owner shall be responsible for payment of such

amount to Contractor, not as a penalty, but as liquidated damages. Owner

9888 Heading Road — Cincinnati, OH 45241  
Cincinnati Phone: 513/733-3300 Fax: 513/733-8621 National: 1-800/536-3300

Web Address: [www.hauckco.com](http://www.hauckco.com)

(Hauck Casualty II Limited Liability Company D.B.A. Hauck Co.)

acknowledges that this is an appropriate amount for services and waives any and all defenses or validity of such claim for damages.

4. In order to accomplish the purpose stated, Owner hereby authorizes Contractor, or any representative thereof, to enter into direct negotiations with Owner's insurance company on Owner's behalf.

IN WITNESS THEREOF, we have set our hands and seals at 1:45 pm this 5th day of MARCH, 1999.

x Eleanor H. Thurman  
Owner or Agent and Title

Harold G. Gray  
For Contractor