

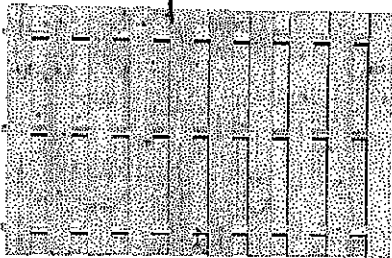


**Miles Fence Company**  
**16922 Shelbyville Rd**  
**Louisville, KY 40245**  
**(502) 354-9162**  
<http://milesfence.com>

PROPOSAL SUBMITTED TO Schulte Design & Construction, LLC			PHONE (502) 724-7803	DATE 12/16/2021
ADDRESS 2000 High Wickham Place			JOB NAME 2112-2914486-02	
CITY Louisville	STATE Kentucky	ZIP 40245	JOB LOCATION Bush Farm Road	

We are agreeing to the price on this contract but will be issuing a new contract with more verbiage. It will state that the fence will need to meet all requirements of what is currently on file with the office of Planning + Design Services and clear the Notice of Violation - Binding Element attached to this proposal.

I approve *Ken Alford* of the required updates to get the fence to code and to be paid for by Schulte design & construction LLC.



Notes: Remove horizontal boards and replace with 8' tall shadowbox. Fix any non level posts and add 4 2x4 runners and treated pickets.  
 768' at \$19.50/foot

We propose hereby to finish material and labor complete in accordance with above specification for the sum of: **\$14976** Payment to be made as follows: 50% down with the remainder due upon completion.

Payment due prior to ordering materials. **\$7488**

**BALANCE DUE UPON COMPLETION OF WORK**

Customer approval Signature : <i>Ken Alford</i> 12/17/2021	Miles Fence Signature:
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*Jay Stinson*

Signature Date

12/16/2021

Conditions

Conditions

Payment Options: Cash or check price is quoted. 3% convenience fee for credit cards. 50% deposit required on all fences. Balance due on completion of fence. Any balance over 15 days of invoice date will incur a late fee of 2% per month. If applicable law requires a lesser charge, the maximum allowable charge under such law will apply. Customer will also be responsible to pay any reasonable attorneys fees and other costs incurred in collection. SOD CLAUSE: Many times landscapers try to lay sod prior to the fence installation for ease of work. When this happens, the new sod has to be watered regularly and is very delicate. When the ground is wet and muddy, we are unable to get our machines on the property to build the fence. The machine weight roughly 1500lbs. If this occurs, homeowner will be charged an additional \$20 per hole for hand digging. It is in the normal work progress for us to have to hand dig a couple holes. Please have the landscapers coordinate with us for best fence installation at the lowest cost to the homeowner. Rock/Root Clause: If rock/roots are encountered enough to inhibit normal work progress, customer will bare additional costs at a rate of \$50 per hole jackhammered plus equipment fees and removal fees if applicable. If roots are encountered the homeowner bares all liability for affected trees. Homeowner accepts all liability of sewer lines, septic lines, and irrigation lines. Miles Fence Company is not licensed to repair and is not liable for unknown lines.

Tear-Out and Rubbish removal: An additional charge will apply for tear-out of any existing fence, and or to haul off any rubbish or scrap material. Covenants: All work will be completed in a workmanlike manner according to the industry standards. Performance is contingent upon accidents, inclement weather, or delay beyond our control. Additional alterations, or deviations from the agreed upon specifications may result in additional charges. Miles Fence Co. LLC provides general liability insurance. Disclaimer: Miles Fence company is not responsible for locating or identifying property lines, or underground utilities. Miles Fence Co. is not responsible for any claims arising from encroachments or damages to utilities. Customer is responsible for all required permits. All wood products meet or exceed the industry standard; however, due to the natural tendencies of wood to warp, shrink or split, Miles fence co. implies no warranties on materials other than those offered by the manufacturer. Proposal pricing expires in 30 days in the absence of an accepted contract. Fence construction will be scheduled when there is a signed contract, required deposits are collected, and materials have been delivered to Miles Fence co. By signing below, the above prices, specifications, conditions and layout are satisfactory and are hereby accepted. Customer is responsible for marking proposed fence location. You are authorizing completion of this contract as specified. All changes shall be made in writing. Payments will be made as outlined above.



Louisville Metro Government  
Develop Louisville  
Office of Planning & Design Services  
444 S. 5<sup>th</sup> Street, Louisville, KY 40202

Page 1 of 2

07/28/2021  
05:00 PM

**Owner:**  
Almond House Limited Liability Company  
14801 Bush Farm Road  
Louisville, KY 40245-5890

**Registered Agent:**  
Anne Almond  
11901 Creel Lodge Drive  
Anchorage, KY 40223

**Subject Property:** 14801 Bush Farm Road  
**Zoning Enforcement Case:** ENF-ZON-21-000424-2 Visit #2  
**Inspection Date:** 07/28/2021  
**Inspection Time:** 09:12 AM

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**ZONING ENFORCEMENT  
NOTICE OF VIOLATION – BINDING ELEMENT**

Following a complaint, your property was inspected on 07/28/2021. As observed during the inspection and/or discovered through subsequent investigation, a Binding Element violation(s) exists that requires your immediate attention.

You must immediately stop using this property in violation of the Binding Elements that have been approved as part of a land use development plan associated with the subject property. A binding element is a binding requirement, provision, restriction, or condition imposed by the Planning Commission or its designee, or a promise or agreement made by an applicant in writing, in connection with the approval of a land use development plan or subdivision plan. Please contact the Office of Planning & Design Services to determine what steps must be taken to remedy the violation(s). Failure to comply with this Notice may result in a Citation and fine. Any person or entity that violates any provision related to Binding Elements shall be fined not less than \$500 nor more than \$4,000 for each violation. Each day of violation during which the Binding Element violation exists 10 days after this letter shall constitute a separate offense.

This Notice serves as the warning notice required under Section 153.23 of the Louisville Metro Code of Ordinances and Section 100.409 of Kentucky Revised Statutes (KRS). You have 10 days in which to remedy the violation (Saturdays, Sundays and holidays excluded). If you fail or refuse to remedy the violation within the specified time, a Citation may be issued.

A zoning enforcement officer will re-inspect the property to determine if you have complied with this Notice. Should you have any questions, please email or call me at the number below.

James Mullarkey  
Inspector / Zoning Enforcement Officer  
(502) 773-2069  
James.Mullarkey@louisvilleky.gov

*If you are not the owner of this property, you have been sent a copy of this Notice as an interested party.*

**Zoning Enforcement Case: ENF-ZON-21-000424-2 Visit #2**

**BE\_001**

**Noncompliance with a Binding Element or Condition of Approval:**

- The terms of an approved development plan and Binding elements or conditions of Approval are not being met on the subject property. All construction must be conducted in accordance with the approved plan and Binding elements or conditions of approval.

**Inspector Comments:**

- Wood Wall/Privacy Fence per binding element # 8 of the approved plan 17DEVPLAN1140 is not in compliance and missing landscaping associated with the unapproved landscape plan - 20-Landscape-0115.

**Planning Commission Minutes  
September 7, 2017**

**Public Hearing**

**Case No. 17DEVPLAN1140**

**Request:** RODDP amendment to binding element, and landscape plan  
**Project Name:** Primrose School  
**Location:** 14801 Bush Farm Road  
**Owner:** Papa Dreo DS, LLC  
**Applicant:** Primrose School Franchising Co.  
**Representative:** Land Design & Development, Inc.  
**Jurisdiction:** Louisville Metro  
**Council District:** 19 - Julie Denton  
**Case Manager:** Joel Dock, Planner II

8. An 8-foot tall wood wall shall be built along the top of the berm along the side of the property adjoining Hamilton Springs Drive and McKinley Ridge Drive and extending all the way to Bush Farm Road. The wall and landscape plans shall be submitted to Development Review Committee or Land Development & Transportation Committee for review and approval.

**RESOLVED**, the Louisville Metro Planning Commission does hereby **APPROVE** the revised detailed district development plan for 12,300 square foot daycare center, **SUBJECT** to the following binding elements:

- For further information regarding The Binding Elements concerning 17DEVPLAN1140, your current 20-LANDSCAPE-0115 case, and or Plan Certain Development please contact the Louisville Metro Office of Planning & Design Services by dialing (502) 574-6230, or by visiting us during business hours at 444 South 5<sup>th</sup> Street, Louisville, KY 40202 Suite 300.

**Responsible:**

- Owner

Subject violation needs to be in compliance to avoid penalties and/or court action.