

**DEPARTMENT OF FACILITIES**

**THOMAS STOKES, DIRECTOR**

TRACY PARSLEY, MAINTENANCE SUPERVISOR

BOBBIE CASTLEMAN, CUSTODIAL SUPERVISOR

GEORGE BROCK, ENERGY MANAGER

**MEMORANDUM**

TO: Dr. Jesse Bacon, Superintendent

FROM: Thomas Stokes, Director of Facilities *TAS*

DATE: 1 December 2025

RE: Fencing enclosure: North Bullitt JROTC obstacle course

The North Bullitt JROTC Program is requesting the modification of the North Bullitt campus in order to accommodate fencing around the newly constructed JROTC obstacle course. By enclosing the JROTC obstacle course, this will decrease the potential for unauthorized usage and vandalism.

The North Bullitt JROTC program is requesting to have the fencing installed parallel to the cemetery fence line, fully securing the entire obstacle course.

The cost of the fencing project will be: \$9270

This project will be funded by CTE funding

The North Bullitt JROTC program will utilize Top Rail Fence Louisville to construct the fencing project. Top Rail Fence Louisville will ensure all gas and electric lines are properly marked prior to commencement of the fencing project.

**I recommend approval of this request.**

Attachment:

North Bullitt fencing enclosure request - Board Reference

**OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE**

**BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION**



# **NORTH BULLITT** High School

**KRISTI LYNCH, PRINCIPAL**  
VALERIE SKILLMAN, ASSISTANT PRINCIPAL  
LINDSEY WEGLEY, ASSISTANT PRINCIPAL

**TO:** Dr. Jesse Bacon, Superintendent  
**FROM:** Dr. Lee Barger, Director CCR/Innovative Programs  
**DATE:** 20 November 2025  
**RE:** Fencing enclosure: North Bullitt JROTC obstacle course


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Fencing quote:  Fence quote

Thank you for your time and consideration,

Eugene Siler

Senior Army Instructor

North Bullitt JROTC

## Quote-NorthBullitt JROTC

Top Rail Fence Louisville  
4022 Produce Rd Suite D  
Louisville, KY 40218  
(502) 308-3331

<https://toprailfences.com/locations/louisville/>



### Billing/Service Address

Michael Walsh  
North Bullitt High School  
3200 W Hebron Ln  
Shepherdsville, KY 40165  
(850) 368-4473

[michael.walsh@bullitt.kyschools.us](mailto:michael.walsh@bullitt.kyschools.us)

Date	November 20, 2025
Total	\$9,270.00

This proposal expires on 12/19/2025

Prepared by Vince Schweinhart (vince.schweinhart@toprailfence.com)

## **NOTES**

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### **Scope of Work**

The project entails installing 523 linear feet of 4' tall galvanized chain link, including one 8' wide double gate and one 4' wide single gate. Fence will be set inside of utility line running parallel to the length of the fence, after marking by 811.

### **What to Expect**

<https://www.youtube.com/watch?v=dhvvGo5YQEk>

### **Payment Terms**

- A 50% deposit is required to begin with the remaining 50% due upon completion of the fence installation.
- A 3% surcharge applies to credit card payments; ACH, check, and debit payments incur no surcharge.

### **Utility Marking**

Top Rail Fence will submit an excavation ticket with 811, which will mark any public utilities. However, the location of any private facilities (e.g., sprinkler systems, septic tanks) must be provided by the property owner. Top Rail Fence is not responsible for damage to any private utilities whose locations were not disclosed in advance.

### **Subsurface Conditions and Potential Change Orders**

Unforeseen subsurface conditions (such as rock beds) may require additional equipment or labor. A change order may be applied for hard digs at a rate of \$50 per post. Crew will make all possible attempts to avoid hard digs. (See Terms & Conditions, Section 8 for more details).

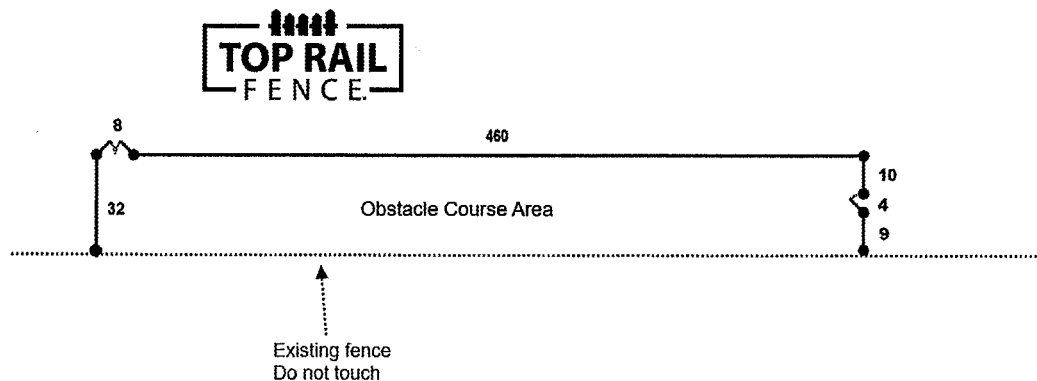
Item	Qty	Rate	Amount
Chain Link Fence Install	LF		\$10,300.00
Total Footage 523 feet of 4H Galvanized, 52 Sections. 1 Single Gate, 1 Double Gate, 4 Terminal Posts, 48 Line Posts, 4 Gate Posts.			
Chain Link Labor Discount	1	-1030.00	(\$1,030.00)
School Discount			
		Subtotal	\$9,270.00

Tax	\$0.00
Total	\$9,270.00

Accept... Decline PrintForward

## PICTURES

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## TERMS AND CONDITIONS

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1. The Down Payment may be used to purchase material necessary for the performance of the WORK. Special order materials (meaning materials not stocked for immediate delivery by local suppliers and that must be ordered, or custom fabricated materials) are non-refundable. CONTRACTOR shall be entitled to final payment upon substantial completion of the WORK. The WORK

is substantially complete when all items described in this CONTRACT have been constructed or installed. Substantial completion shall not include adjustment, repair, replacement or cleaning of any item so constructed or installed or final inspection by code official (IF REQUIRED). CUSTOMER shall be entitled to one punch list prior to final payment. Customer shall have seven (7) calendar days after Contractor delivers the completed work to make any problems or dissatisfaction known to Contractor, in writing, mailed to the address on this authorization. Requests for adjustment, repair, replacement or cleaning of any constructed or installed item shall not be cause for delay of final payment, but rather shall be considered warranty items. After five business days from substantial completion, the unpaid balance of the TOTAL CONTRACT AMOUNT may be subject to interest charges as allowed by applicable state law. CUSTOMER acknowledges and agrees that this CONTRACT shall serve as the invoice for the TOTAL CONTRACT AMOUNT and that no additional invoice will be provided to CUSTOMER for any part thereof. Failure to notify Contractor within the specified time, as determined by the postmark date, will constitute a waiver of all claims for adjustment. It is fully understood that the Customer is personally responsible for any and all charges for the services performed.

2. Installation dates are tentative and are subject to change due to weather, material delays, and any other unforeseen circumstances, including but not limited to those items described in section 8, below.
3. Modification to the WORK or CONTRACT will be made only when a written addendum describing such modification has been signed by both CUSTOMER and CONTRACTOR. There may be an additional charge for any changes.
4. The WORK will be warranted by CONTRACTOR in accordance with the terms of the Top Rail Warranty. Existing structures to which the WORK may be affixed or interconnected are not part of the WORK and will not be covered under the Warranty. This Warranty is issued and only applicable to the CUSTOMER after payment in full of the TOTAL CONTRACT SUM. A sample Top Rail Warranty form is attached to this CONTRACT.
5. CONTRACTOR shall obtain applicable permits and inspections. Unless agreed otherwise in writing signed by the parties or required by local code to be provided by CONTRACTOR, CUSTOMER shall be responsible for any additional approvals and processes (such as homeowner associations, special tax district, wetlands, endangered species, variances, or historic preservation). CUSTOMER shall provide CONTRACTOR with an accurate plat of CUSTOMER's property.

6. CONTRACTOR shall maintain no less than one million dollars (\$1,000,000) in Comprehensive General Liability insurance with an insurance Company licensed to do business in this state.
7. CUSTOMER shall provide sufficient water and electricity for the continuous operation of CONTRACTOR's equipment. There may be an additional charge if CONTRACTOR is required to provide electricity. Access must be granted to "811" personnel to mark underground utilities.
8. CUSTOMER agrees that should CONTRACTOR encounter unforeseen site conditions on the PREMISES (including for example buried storage tanks, solid rock, high water table, unsound house framing, or unsound or uncompacted soil conditions at the footing depth described on the Top Rail Specification Sheet, etc.) which would substantially interfere with CONTRACTOR's completion of the WORK, CONTRACTOR may require that CUSTOMER and CONTRACTOR execute an addendum to this CONTRACT describing the additional work that must be performed and setting forth the price at which CONTRACTOR will perform such additional work. CONTRACTOR shall not be obligated to continue the WORK if an addendum is not executed, if, in CONTRACTOR's sole judgment, continuing the WORK as specified herein without any modifications would cause such WORK to not meet applicable local building code requirements or not meet CONTRACTOR's construction standards.
9. CUSTOMERS agree that CONTRACTOR shall not be responsible for unforeseen site conditions on the PREMISES discovered or occurring after completion of the WORK. Customer must clear the fence line (6-foot-wide area) where the fence is to be installed of vegetation and any other obstructions prior to fence installation. A Trip Charge will be imposed if the fence line is not cleared before installation day.
10. CUSTOMER shall mark the location of underground utilities, drain lines, sprinkler systems, septic tanks, septic fields, electrical lines, pool lines, or other obstructions before starting a project (811 personnel do not mark these private utilities). Contractor is not responsible for damage to any underground utilities, drain lines, sprinkler systems, septic tanks, septic fields, electrical lines, pool lines, or other obstructions.
11. CONTRACTOR is not responsible or liable for delays in the commencement or completion of the WORK that are the result of conditions beyond CONTRACTOR's control (including for example weather, strikes, supplier's inability to obtain materials, or a third party's inability to comply with the terms of this CONTRACT, etc.). If CUSTOMER fails to make a scheduled progress payment, CONTRACTOR may elect to postpone its performance of the WORK

and schedule continuance of the WORK at its discretion after receipt of all due and payable progress payments. Delays caused by such events do not constitute abandonment and are not included in calculating time frames for payment or performance.

12. Unless specifically set forth in the description of the WORK, CONTRACTOR shall not move or dispose of soil excavated while performing the WORK. Additionally, CUSTOMER acknowledges that there may be damage to or disfiguration of the turf in and about the area of the WORK and the location of the storage of materials due to foot traffic, machinery, storage of materials, or otherwise. CONTRACTOR shall rake out the soil excavated below the fence and fill any substantial ruts or other scars caused by the CONTRACTOR in the performance of the WORK when such remedial work is required as determined in the sole and reasonable determination of CONTRACTOR.
13. CUSTOMER acknowledges and agrees that all drawings, plans, sketches, renderings, models and designs remain the sole property of CONTRACTOR, and CONTRACTOR reserves the right to use such materials in any manner it shall deem appropriate. CONTRACTOR retains copyright and all intellectual property rights in all drawings, plans, sketches, renderings, models and designs created pursuant to the CONTRACT. All documents created for this purpose of constructing or installing the WORK remain the property of the CONTRACTOR and are not a part of this CONTRACT. In the event of a discrepancy between the drawings and written dimensions or notations on any drawing, plan or design, the written dimension or notation shall prevail. Customer grants a worldwide, exclusive, fully paid, irrevocable license to use and CONTRACTOR reserves the exclusive right to use: photographs, drawings, and representations of the completed project in its advertising and marketing efforts (including before and after comparisons). CUSTOMER grants CONTRACTOR permission to place a plaque on the fence with the CONTRACTOR name and contact information without compensation to CUSTOMER.
14. CUSTOMERS acknowledge that the services to be provided by CONTRACTOR hereunder are limited to construction services and shall not include any architectural or engineering services.
15. OPTIONAL Sprinkler Coverage: If CUSTOMER chooses and pays for the optional sprinkler insurance, CONTRACTOR will repair damage caused solely by CONTRACTOR during the fence installation process.
16. OPTIONAL Permit Filing Fee: If CUSTOMER chooses and pays for the optional permit filing services, CONTRACTOR will file any required permits related to installation of the fence for the CUSTOMER.

17. CUSTOMER acknowledges that technical field changes shall not constitute a modification to the WORK and may be made by CONTRACTOR to ensure that the WORK is performed in compliance with applicable codes, regulations, restrictions, or CONTRACTOR's construction standards.
18. CUSTOMER agrees that materials required for the completion of the WORK be delivered and stored at the PREMISES in a location reasonably determined by CONTRACTOR to be efficient for the purpose of construction of the WORK. CUSTOMER further agrees that any material not required for completion of the WORK shall, notwithstanding delivery to or storage at the PREMISES, be and remain the sole property of CONTRACTOR, and CUSTOMER shall not have any right or interest therein. Such storage of materials or equipment shall not be deemed abandonment.
19. CUSTOMER recognizes and acknowledges that during the performance of the WORK, certain hazardous conditions could exist in the area of the WORK. CONTRACTOR agrees to take all reasonable steps necessary to make such conditions known and obvious to CUSTOMER and to prevent CUSTOMER and others from entering hazardous areas. CUSTOMER shall indemnify and hold CONTRACTOR harmless from any liability, damage, claim or expense arising out of the CUSTOMER's or a third party's disregard of a clear, open and obvious danger in the WORK area.
20. CONTRACTOR is an independently owned and operated franchise. CUSTOMER acknowledges and agrees that this CONTRACT is made solely with CONTRACTOR, and that CONTRACTOR is not an employee or agent of HFB FenceCo Franchising, LLC. CUSTOMER acknowledges and agrees that HFB FenceCo Franchising, LLC is not responsible or liable for any acts or omissions of CONTRACTOR.
21. If any provision, sentence, phrase or word of this CONTRACT or the application thereof to any person or circumstance shall be held invalid, the remainder of the CONTRACT, or the application of such provision, sentence, phrase or word to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.
22. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, INDIRECT, SPECIAL OR PUNITIVE DAMAGE, LOST BUSINESS OPPORTUNITIES, LOST PROFITS OR LOST GOODWILL IN CONNECTION WITH THIS AUTHORIZATION. CONTRACTOR WILL NOT BE LIABLE FOR INJURIES, DAMAGES OR OTHER LOSSES THAT ARISE DIRECTLY OR INDIRECTLY BECAUSE OF THE EVENT NECESSITATING CONTRACTOR'S SERVICES OR THAT ARISE IN THE

PERFORMANCE OF THOSE SERVICES. FURTHER, THE LIABILITY OF CONTRACTOR IS EXPRESSLY LIMITED TO THE AMOUNT OF THE SERVICES AUTHORIZED HEREIN AND IN NO EVENT SHALL CONTRACTOR, ITS AGENTS, OR ASSIGNS BE LIABLE BEYOND SUCH AMOUNT. Customer acknowledges and agrees that to the extent that Customer or any other third party contributes to the damage, Contractor will have no liability for such damage, and Customer releases Contractor from liability for such damage. Customer agrees that Contractor must be given a reasonable opportunity to repair any damage Customer claims is caused by Contractor. If Customer refuses to allow a repair, the liability of Contractor is expressly limited to the lesser of a) the value of the item immediately prior to performance of services by Contractor; b) the cost to reasonably repair damage caused by Contractor and specifically excludes replacement cost of the item or items; or c) the amount of the Services authorized herein. In Florida, sixty days before you commence any legal action for a construction defect, you must provide written notice to us, referring to Florida Chapter 558 and describing the alleged construction defects. We will have a right to inspect, and we may offer to repair or pay for any identified issues. You do not need to accept our offer to repair or pay.

23. SUBJECT TO THE LIMITATIONS ON LIABILITY AND IN THE DESCRIPTION OF THE SCOPE OF WORK, CONTRACTOR WARRANTS IT'S WORK TO THE EXTENT MANDATED BY STATUTE AND AS SET FORTH IN THE TOP RAIL WARRANTY. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED.
24. This CONTRACT is made and shall be construed under the laws of the State where the WORK is performed. Except as set forth below, if any controversy or claim arises out of or relates to this CONTRACT, or the breach thereof, and if said controversy or claim cannot be settled through direct discussions, the parties agree to first endeavor to settle the controversy or claim in an amicable manner by mediation administered by either the American Arbitration Association under its Construction Industry Mediation Rules, before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this CONTRACT, or breach thereof, shall be settled by the appropriate by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties may agree to mediation and arbitration by the Better Business Bureau (if applicable) in lieu of the foregoing. It is further agreed that any efforts by CONTRACTOR to collect the TOTAL CONTRACT AMOUNT or any part thereof will not be subject to the mediation and arbitration provisions set forth above.

CUSTOMER will pay any collection expense, court costs, and reasonable attorney's fees which may be incurred in such collection efforts. CUSTOMER hereby waives any and all rights CUSTOMER may have to a jury in any suit hereunder.

25. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
26. If CUSTOMER fails to fulfill its obligations under this CONTRACT in addition to any other remedy at law or in equity that CONTRACTOR may have or otherwise provided herein, CONTRACTOR may retain as liquidated damages and not as a penalty, all consideration paid by CUSTOMER to CONTRACTOR, including, but not limited to the Down Payment referenced above except where not allowed by applicable law.
27. CONTRACTOR'S failure to exercise a right or remedy, or CONTRACTOR's acceptance of a partial or delinquent payment, will not operate as a waiver of any of CONTRACTOR's rights, or CUSTOMER's obligations, under this CONTRACT and will not constitute a waiver of CONTRACTOR's right to declare an immediate or a subsequent default of this CONTRACT.
28. This CONTRACT contains the entire understanding and agreement between the parties with respect to the WORK and supersedes all prior or contemporaneous written and oral agreements and understandings with respect to the subject matter hereof. NO ORAL PROMISES OR AGREEMENTS ARE A PART OF THIS CONTRACT.