



COMMUNITY FENCING PROJECT AD HOC COMMITTEE MEETING AGENDA

Notice is hereby given of a meeting of the La Porte Community Fencing Project to be held June 27, 2022, beginning at 4:30 p.m. in the City Hall Council Chamber, 604 West Fairmont Parkway, La Porte, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.

Remote participation is available. Attend via a screen using the link

<https://us02web.zoom.us/j/86714034897?pwd=NTRnU0tzbFJZUzhVdEVuY0s1aG1ndz09>.

Join by phone at 888-475-4499 or 877-853-5257. The meeting ID is 867 1403 4897 and the passcode is 556605.

1. **CALL TO ORDER**
2. **CITIZEN COMMENT** *(Generally limited to five minutes per person; in accordance with state law, the time may be reduced if there is a high number of speakers or other considerations.)*
3. **STATUTORY AGENDA**
 - (a) Presentation, discussion, and possible action to approve the minutes of the La Porte Community Fencing Project Ad Hoc Committee meeting held on February 28, 2022. [Brent McCaulley, Chair]
 - (b) Presentation, discussion, and possible action on proposed amendments to the La Porte Community Fencing Policy and Procedures. [Matt Daeumer, Asst. City Manager]
 - (c) Presentation, discussion, and possible action on review of applications for funding of neighborhood fences and associated recommendations to the La Porte City Council. [Matt Daeumer, Asst. City Manager]
4. **COUNCIL COMMENT** *Hear announcements concerning matters appearing on the agenda; items of community interest; and/or inquiries of staff regarding specific factual information or existing policy from the Mayor, Councilpersons, and City staff, for which no formal action will be discussed or taken.*
5. **ADJOURN**

If, during the course of the meeting and discussion of any items covered by this notice, City Council determines that a Closed or Executive Session of the Council is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 - consultation with counsel on legal matters; Section 551.072 - deliberation regarding purchase, exchange, lease or value of real property; Section 551.073 - deliberation regarding a prospective gift; Section 551.074 - personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; Section 551.076 - implementation of security personnel or devices; Section 551.087 - deliberation regarding economic development negotiation; Section 551.089 - deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code. If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the City Council will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact the City Secretary's office (281-470-5019), two working days prior to the meeting for appropriate arrangements.

Pursuant to Texas Government Code Sec. 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members will be physically present at the location noted above on this agenda.

CERTIFICATE

I, Lee Woodward, City Secretary, do hereby certify that a copy of the June 27, 2022, City Council agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, www.LaPorteTX.gov, in compliance with Chapter 551, Texas Government Code.

DATE

TIME

TAKEN DOWN

Lee Woodward

Lee Woodward, City Secretary

BRENT McCaulley, CHAIR
COUNCILPERSON AT LARGE B

CHUCK ENGELKEN
COUNCILPERSON District 2

BILL BENTLEY
COUNCILPERSON District 5



**MINUTES OF THE LA PORTE COMMUNITY FENCING
AD HOC COMMITTEE MEETING
FEBRUARY 28, 2022**

The La Porte Community Fencing Ad Hoc Committee of the City of La Porte met on Monday, February 28, 2022, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at 5:15 p.m. to consider the following items of business:

Committee Members present: Brent McCaulley, Chuck Engelken, Bill Bentley

Committee Members attending remotely: None

Committee Members absent: None

Council-appointed officers present: Corby Alexander, City Manager; Lee Woodward, City Secretary; Clark T. Askins, Assistant City Attorney

CALL TO ORDER – Chair McCaulley called the meeting to order at 5:19 p.m.

- 2. CITIZEN COMMENT** *(Generally limited to five minutes per person, in accordance with state law, the time may be reduced if there is a high number of speakers or other considerations.)*

There were no citizen comments.

- 3. STATUTORY AGENDA** The purpose of this meeting is to discuss and formulate City Council and staff plans, operations, policies, and/or future projects, including the following:

- a. Approve minutes of the regular La Porte Community Fencing Project meeting held on January 24, 2022. [Brent McCaulley, Chair]**

Member Engelken moved to approve minutes of the La Porte Community Fencing Project Ad Hoc Committee meeting held on January 24, 2022; the motion was seconded by Member Bentley; the motion was adopted, 3-0.

- b. Presentation, discussion, and possible action regarding potential changes to the City's Community Fence Funding program/policy. [Corby Alexander, City Manager]**

Mr. Alexander explained the role of financial contribution by applicants. Bob Wagstaff of Summer Winds Subdivision, Dave Turnquist and Richard Warren of Brookglen Subdivision and D'Anne Thomson and Jacob Haskell of the Lake at Fairmont Green spoke in support of the City paying for proposed fencing.

Mr. Alexander said he understood the application needed to be revised to request a survey and utility locates for each applicant and confirmed his office would mail out new applications to all the HOAs. Member Engelken moved to amend the policy to provide 0 points for the Cost Share section and to amend the Application Period by adding and to be reopened from Feb. 28 through June 1, 2022; the motion was seconded by Member Bentley; the motion was adopted, 3-0.

- 4. COMMITTEE COMMENT** – *Hear announcements concerning matters appearing on the agenda; items of community interest; and/or inquiries of staff regarding specific factual information or existing policy from the Mayor, Councilpersons, and City staff, for which no formal action will be discussed or taken.*

Members had no comments.

ADJOURN – The meeting was adjourned without objection at 5:59 p.m.

Lee Woodward, City Secretary



REQUEST FOR FENCING COMMITTEE AGENDA ITEM

Agenda Date Requested: June 27, 2022

Requested By: Matt Daeumer, Asst City Manager

Department: Administration/CMO

☒ Report ☐ Resolution ☐ Ordinance

Exhibits: Amended Community Fence Policy

Appropriation

Source of Funds: _____

Account Number: _____

Amount Budgeted: N/A

Amount Requested: N/A

Budgeted Item: ☐ Yes ☒ No

SUMMARY & RECOMMENDATION

At the September 13, 2021, City Council meeting, Council established a committee to review applications for neighborhoods looking to enhance or add fencing around their respective neighborhoods. Staff has prepared applications and distributed those applications to La Porte Homeowner's Associations. The applications were also made available to civic groups and members of the community..

On February 28, 2022, the La Porte Fencing Project Ad Hoc Committee met and heard comments from numerous La Porte HOA's. The Committee directed staff to remove the ability for cost sharing as scoring criteria for the grant and to send the new policy and applications back out to La Porte HOA's with a return deadline of June 1, 2022.

Staff has amended the fence policy as directed and request direction and approval on changes to the scoring criteria.

ACTION REQUIRED BY CITY COUNCIL

Presentation, discussion and possible action on proposed amendments to the La Porte Community Fencing Project Policy and Procedures.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

City of La Porte Community Fencing Policy & Procedures

Oversight:

City Council will establish a committee comprised of three (3) councilmembers who shall consult with City staff (City Manager or designee, Public Works Director or designee, and Parks and Recreation Director or designee).

Application Period:

The City of La Porte will open a period of **thirty** (30)-days to receive applications from the community. Application period will occur October 1 and end on November 1 of each year that funding is made available **and to be reopened from Feb. 28 through June 1, 2022.**

Community Fencing Projects:

To be eligible for funding, a community fence project should must 1) be directly visible from a public right-of-way or thoroughfare, and 2) benefit the entire neighborhood that is the subject of the fence improvements. Each project will be evaluated by an oversight committee. Any funding awarded to the applicant for the community fence project will be based on an evaluation point system, with greater points being awarded for projects that demonstrate need and cost share capabilities. The City has allocated limited funding for the community fence projects; therefore, those applicants that demonstrate a greater need due conditions of their current fencing along with cost sharing capabilities will receive higher favoritism. Additionally, applicants that have failed to adequately maintain their community fencing will receive less points.

Applicant Responsibility:

- Applicant shall provide City with initial scope and idea for community fence project.
- Applicants should be prepared to cost share in the community fence project.
- Applicants will be required to receive three (3) quotes for the proposed work.
- Applicants may apply for funding in subsequent years regardless of prior applications. However, the applicant must be noted as adequately maintaining all previous City funded fence projects.
- Applicants should be prepared to assume on-going maintenance responsibilities for the community fence improvements.
- If the applicant is within a HOA or group, the applicant must provide proof of signatory authority for the association or group. Typically, this is satisfied with a copy of the articles of incorporation filed with the State for official HOAs. Additionally, the City will need a letter from the HOA president confirming Board approval of the application of the community fencing project.
- If the applicant is not within a HOA or group, the applicant must provide written documents from all the homeowners affected by the community fencing project that they consent to the project and understand their respective responsibilities.

City Responsibilities:

- The City will assist the applicants developing scope for projects.
- City will prepare projects for presentation to the committee and City Council.

General Requirements:

- Projects may not proceed forward until a Memorandum of Agreement is approved by the City Council and fully executed by both parties. Should the applicant not be within a HOA or group association, the Memorandum of Agreement will include all affected property owners of the community fence project.
- The Memorandum of Agreement will require the Applicant to maintain the community fence for the life of the fence, and additionally, to return any funds awarded to Applicant not spent in strict compliance with the terms of the Memorandum of Agreement
- The City will reimburse applicant based on the award amount upon proof that all bills related to the project have been paid.

Evaluation Point System:

- Oversight committee will evaluate the applications based on the following evaluation point system and provide results to be presented to the full City Council for action.
- Each project will be evaluated based on a 100 point scale.
- Each project will be evaluated on the following criteria:
 - Need Based (20 points max)
 - What is the current state of the community fencing?
 - Are there any safety concerns that would be addressed by the project?
 - Other need based concerns as identified by the oversight committee.
 - Ability to Maintain the project (20 points max)
 - What are the available resources of the applicant?
 - If project is a replacement, has the current fencing been maintained properly?
 - Does the applicant have an active board to manage ongoing maintenance?
 - Cost Share (25 points max)
 - What the financial commitment of the applicant?
 - Maximum points in this category to be granted to applicants committing 50% or more.
 - Cost Benefit Analysis (20 points max)
 - Total cost of the project divided by number of homes represented by the applicant.
 - Committee will need to determine point allocation based comparing applications.
 - Prior Year Funding (10 points max)
 - Maximum points to be given to applicants that have not received an award with last 5 years.
 - Suggestion: 2 point deduction for each prior year of funding.
 - Other (5 points max)

- This category will be awarded points based on factors not previously identified but deemed important by the oversight committee.
- Examples: fencing design, material to be used, location in the community, etc.

Application Process:

- Determine Eligibility: Discuss the project plans with the City Manager, Assistant City Manager or Public Works Director.
- Complete the application and sign the agreement form. If the applicant is not a homeowners association or group, then each of the property owners requesting the community fence project would be required to sign the application.
- A drawing (by an architect, design professional, or applicants) that adequately depicts the scope of the work to be completed.
- Photos of current fencing as well as photos that depict the primary reason for the fencing.
- Description of current fence materials and what materials would be funded for this project.
- Maintenance summary and records of current fencing.
- Insurance claims and damage assessments (to include summary of how fence was damaged and timelines).
- Three (3) itemized work estimates on the fence project from contractors, or if the applicant will be installing, the cost of materials and any other out-of-pocket expenses.



REQUEST FOR FENCING COMMITTEE AGENDA ITEM

Agenda Date Requested: June 27, 2022

Requested By: Matt Daeumer, Asst City Manager

Department: Administration/CMO

☒ Report ☐ Resolution ☐ Ordinance

Exhibits: Policy, Fence Grant Applications

Appropriation

Source of Funds: Capital Improvement

Account Number: 015-8080-5521100

Amount Budgeted: 200,000

Amount Requested: N/A

Budgeted Item: ☐ Yes ☒ No

SUMMARY & RECOMMENDATION

At the September 13, 2021, City Council meeting, Council established a Committee to review applications for neighborhoods looking to enhance or add fencing around their respective neighborhoods. Staff has prepared applications and distributed those applications to La Porte Homeowner's Associations. The applications were also made available to civic groups and members of the community. In all, three applications were submitted for consideration.

On December 13, 2021, the La Porte Community Fencing Project Ad Hoc Committee met and moved to recommend City Council to approve one application \$25,000 to Bay Point Townhomes HOA. The Committee agreed that they would come together on a later date to consider possible changes to the policy to encourage more applications. La Porte HOA's have been invited to discuss and provide input on policy revisions. This agenda item is primarily to identify ways to improve upon program guidelines.

On February 28, 2022, the La Porte Fencing Project Ad Hoc Committee met and heard comments from numerous La Porte HOA's. The Project directed staff to remove the ability for cost sharing as scoring criteria for the grant and to send the new policy and applications back out to La Porte HOA's with a return deadline of June 1, 2022.

Staff has received two applications from La Porte HOA's. Lakes of Fairmont Green with their low bid of \$100,741 from La Porte Roofing and Remolding. Summer Winds with their low bid of \$109,360 from Alex & Johnny's Fence Company.

City Council budgeted \$200,000 for this project. \$25,000 has been awarded, leaving a remaining balance of \$175,000.

ACTION REQUIRED BY CITY COUNCIL

Presentation, discussion, and possible action on review of applications for neighborhood fences and associated recommendations to the La Porte City Council.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

City of La Porte Community Fencing Policy & Procedures

Oversight:

City Council will establish a committee comprised of three (3) councilmembers and City staff (City Manager or designee, Public Works Director or designee, and Parks and Recreation Director or designee).

Application Period:

The City of La Porte will open a period of 30-days to receive applications from the community. Application period will occur October 1 and end on November 1 of each year that funding is made available.

Community Fencing Projects:

The community fence project should benefit the entire neighborhood. Each project will be evaluated by an oversight committee. Any funding awarded to the applicant for the community fence project will be based on an evaluation point system, with greater points being awarded for projects that demonstrate need and cost share capabilities. The City has allocated limited funding for the community fence projects; therefore, those applicants with that demonstrate a greater need due conditions of their current fencing along with cost sharing capabilities will receive higher favoritism. Additionally, applicants that have failed to adequately maintain their community fencing will receive less points.

Applicant Responsibility:

- Applicant shall provide City with initial scope and idea for community fence project.
- Applicants should be prepared to cost share in the community fence project.
- Applicants will be required to receive three (3) quotes for the proposed work.
- Applicants may apply for funding in subsequent years regardless of prior applications. However, the applicant must be noted as adequately maintaining all previous City funded fence projects.
- Applicants should be prepared to assume on-going maintenance responsibilities for the community fence improvements.
- If the applicant is within a HOA or group, the applicant must provide proof of signatory authority for the association or group. Typically, this is satisfied with a copy of the articles of incorporation filed with the State for official HOAs. Additionally, the City will need a letter from the HOA president confirming Board approval of the application of the community fencing project.
- If the applicant is not within a HOA or group, the applicant must provide written documents from all the homeowners affected by the community fencing project that they consent to the project and understand their respective responsibilities.

City Responsibilities:

- The City will assist the applicants developing scope for projects.
- City will prepare projects for presentation to the committee and City Council.
- Projects may not proceed forward until a Memorandum of Agreement is approved by the City Council and fully executed by both parties. Should the

applicant not be within a HOA or group association, the Memorandum of Agreement will include all affected property owners of the community fence project.

- The City will reimburse applicant based on the award amount upon proof that all bills related to the project have been paid.

Evaluation Point System:

- Oversight committee will evaluate the applications based on the following evaluation point system and provide results to be presented to the full City Council for action.
- Each project will be evaluated based on a 7575 point scale.
- Each project will be evaluated on the following criteria:
 - Need Based (20 points max)
 - What is the current state of the community fencing?
 - Are there any safety concerns that would be addressed by the project?
 - Other need based concerns as identified by the oversight committee.
 - Ability to Maintain the project (20 points max)
 - What are the available resources of the applicant?
 - If project is a replacement, has the current fencing been maintained properly?
 - Does the applicant have an active board to manage ongoing maintenance?
 - Cost Benefit Analysis (20 points max)
 - Total cost of the project divided by number of homes represented by the applicant.
 - Committee will need to determine point allocation based comparing applications.
 - Prior Year Funding (10 points max)
 - Maximum points to be given to applicants that have not received an award with last 5 years.
 - Suggestion: 2 point deduction for each prior year of funding.
 - Other (5 points max)
 - This category will be awarded points based on factors not previously identified but deemed important by the oversight committee.
 - Examples: fencing design, material to be used, location in the community, etc.

Application Process:

- Determine Eligibility: Discuss the project plans with the City Manager, Assistant City Manager or Public Works Director.
- Complete the application and sign the agreement form. If the applicant is not a homeowners association or group, then each of the property owners requesting the community fence project would be required to sign the application.

- A drawing (by an architect, design professional, or applicants) that adequately depicts the scope of the work to be completed.
- A survey of area to be repaired along with location of utilities.
- Photos of current fencing as well as photos that depicts the primary reason for the fencing.
- Description of current fence materials and what materials would be funded for this project.
- Maintenance summary and records of current fencing.
- Insurance claims and damage assessments (to include summary of how fence was damaged and timelines).
- Three (3) itemized work estimates on the fence project from contractors, or if the applicant will be installing, the cost of materials and any other out-of-pocket expenses.

La Porte Community Fencing Application

Please print clearly. Please submit a completed application to:

City Manager's Office
City of La Porte
604 W. Fairmont Parkway
La Porte, TX 77571

APPLICANT INFORMATION:

APPLICATION DATE: 05/31/2022

ROBERT WAGSTAFF PRESIDENT

Applicant Name

SUMMER WINDS HOA

Homeowner's Association

HOA President (if different from applicant)

9614 RUSTIC GATE RD

Address of Applicant

(281) 798-7728

Contact Phone

kwaviation@att.net

Email Address

TYPE OF FENCING MATERIALS (check all that apply):

☒ Wood

☐ Wroughtiron

☐ Chain Link

☐ Masonry

☐ Other-----

DETAILS OF PLANNED IMPROVEMENTS (attach additional pages if necessary):

COMPLETE REPLACEMENT OF PERIMETER FENCE LEAVING EXISTING
BRICK PILLARS AND ENTRYWAYS IN PLACE. THIS FENCE IS APPROX.
2400'. ADDITIONALLY, THE PERIMETER FENCE BETWEEN
SUMMERWINDS & PECAN CROSSING WILL BE REPLACED INCLUDING
ONE GATE FOR DRAINAGE ACCESS. THIS FENCE IS APPROX. 320'.

Please list the name of each Contractor and/or Project Architect and the Total Amount of each bid. Please, also, attach the original proposals and work estimates:	
CONTRACTOR/PROJECT ARCHITECT	TOTAL
1. ALEX & JONNY'S FENCE CO	\$ 109,585
2. BAY AREA FENCE CO	\$ 128,822
3. HOUSTON FENCE CO	\$ 123,570
4.	\$

BUDGET DETAIL

PROJECT EXPENDITURES	FUNDS	FUNDS APPLIED	TOTAL
Design	\$	\$	\$
Materials	\$ 109,360.00	\$	\$ 109,360.00
Painting (If Applicable)	\$	\$	\$
Other (list): GATE	\$ 225.00	\$	\$ 225.00
TOTAL	\$	\$	\$

Total estimated cost of proposed project: \$ 109,585.00
 Amount requested : \$ 109,585.00

Please attach color samples, model numbers (for fencing equipment), photos, scaled drawings, and other illustrations of work to be completed. Please include as much detail as possible.

Note: The City of La Porte has allocated funding for these projects; therefore those applicants that demonstrate a greater need due to conditions of their current fencing along with cost-sharing capabilities will receive higher favoritism. Additionally, applicants that have failed to adequately maintain their community fencing with receive less points.

Your signature on this application certifies that you understand and agree with the following statements: I have met with the Oversight Committee and I fully understand the Fencing application procedures and details established. I intend to use these grant funds for the eligible fencing projects, as spelled out in the application. I have not received, nor will I receive insurance monies for this revitalization project, OR I have disclosed all pertinent insurance information. I understand that if I am awarded an Fencing Grant, any deviation from the approved project may result in the partial or total withdrawal of the grant funds.

Alex & Jonny's PRESIDENT
 APPLICANT SIGNATURE

9-31-22
 DATE

City of La Porte
604 W. Fairmont Pkwy
La Porte TX 77571

Planning & Development
BUILDING PERMIT APPLICATION

Phone: 281.470.5073
Fax: 281.470.5005
permits@laportetx.gov

Applicant Name: ROBERT WAGSTAFF		Project Address: UNDERWOOD CAMP		Site Plan No. if applicable:	
HCAO Parcel No. (s): (1) _____ (2) _____ (3) _____					
LEGAL DESCRIPTION:					
Property Owner: SUMMERWINDS HOA		Mailing Address: 10510 SPENCER HWY		E-Mail: 77571	
Contractor:		Mailing Address:		Phone: (281) 798-7728	
Architect:		Mailing Address:		Phone:	
Engineer:		Mailing Address:		Phone:	
Contact Person: ROBERT WAGSTAFF		Mailing Address: 9614 RUSTIC GATE RD		E-Mail: 281-798-7728	
IS YOUR PROPERTY INSURED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		Business/ Project Name:			
Building Use:	No. of Stories:	Living Sq. Ft.	Garage Sq. Ft.	Porch Sq. Ft.	other Sq. Ft.
SELECT ALL THAT APPLY:		VALUATION REQUIRED \$:			
<input checked="" type="checkbox"/> *RESIDENTIAL		<input type="checkbox"/> COMMERCIAL			
<input type="checkbox"/> NEW		<input type="checkbox"/> ADDITION			
<input type="checkbox"/> FOUNDATION		<input type="checkbox"/> REMODEL			
<input checked="" type="checkbox"/> FENCE		<input type="checkbox"/> IRRIGATION			
		<input type="checkbox"/> POOL			
		<input type="checkbox"/> DRIVEWAY			
		<input type="checkbox"/> CULVERTS			
		<input type="checkbox"/> OTHER			
DESCRIBE WORK: PERIMETER FENCES FOR SUMMERWINDS SUBDIVISION					
APPLICATION CHECKLIST & SUPPORTING DOCUMENTATION:					
RESIDENTIAL PROJECT: COMPLETE BUILDING PERMIT APPLICATION AND (2) COMPLETE SET OF CONSTRUCTION PLANS OR TO SCALE DRAWINGS					
COMMERCIAL PROJECT: HARD COPIES: COMPLETE BUILDING PERMIT APPLICATION, (2) 24 X 36 COMPLETE PLAN SET, AND SITE PLAN. USB MUST INCLUDE THE FOLLOWING IN PDF FORMAT: COMPLETE BUILDING PERMIT APPLICATION, COMPLETE PLAN SET IN A SINGLE FILE, AND SITE PLAN. (PLEASE DO NOT SUBMIT COPIES IN LIEU OF USB)					
NOTE: SITE PLAN FEE DUE AT TIME OF SUBMITTAL. MAJOR SITE PLAN 10 ACRES OR GREATER: \$300.00 + \$5.00 PER ADDITIONAL ACRE. MINOR SITE PLAN LESS THAN 10 ACRES: \$200.00 + \$5.00 PER ADDITIONAL ACRE.					
CONTRACTOR REQUIREMENTS: CURRENT GENERAL LIABILITY CERTIFICATE OF INSURANCE MINIMUM OF \$100,000. CITY OF LA PORTE, 604 W. FAIRMONT PKWY, LA PORTE, TX 77571 AS THE CERTIFICATE HOLDER.					
NOTE: NOT A VALID PERMIT UNTIL OWNER/ CONTRACTOR IS NOTIFIED OF APPROVAL AND ALL APPLICABLE FEES ARE PAID IN FULL.					
AS A CONDITION OF THIS SUBMITTAL, I AGREE TO ALLOW EMPLOYEES OF THE CITY OF LA PORTE TO ACCESS MY PROPERTY FOR THE PURPOSE OF INSPECTING OR VERIFYING INFORMATION PROVIDED IN THIS APPLICATION & THE PLANS SUBMITTED THEREWITH.					
SIGNATURE OF APPLICANT: <i>Robert Wagstaff</i>		PRINTED NAME: ROBERT WAGSTAFF		DATE: 5-30-22	
STAFF USE ONLY:					
TAXES:	CODE ENFORCEMENT:	FLOOD ZONE:	TYPE OF CONSTRUCTION:	TYPE OF OCCUPANCY:	USE ZONE:
BASE PERMIT FEE:	PERMIT FEE:	PLAN REVIEW FEE:	OROWAYWAY FEE:	PARKING & ZONE FEE:	OTHER FEE:
NEW WATER ACCOUNT SET-UP REQUIRED FOR THIS PROJECT:				YES	NO
PERMIT APPLICATION RECEIVED BY:				DATE:	
PERMIT NO.:				APPROVED FOR PERMIT ISSUANCE BY:	
				DATE:	

City of La Porte
604 W. Fairmont Pkwy.
La Porte TX 77571

Planning & Development
FLOODPLAIN DEVELOPMENT PERMIT APPLICATION

Phone: 281.470.5073
Fax: 281.470.5005
Permits@laportetx.gov

PROJECT INFORMATION:

APPLICATION DATE: _____

Project Address: _____

Property Legal Description: Lot (s): _____ Blk: _____ Subdivision: _____

HCAD Parcel No. (Harris County Tax ID): _____

PROPERTY OWNER'S INFORMATION:

Property Owner's Name: _____ Phone: _____

Mailing Address: _____ City: _____ State: ____ Zip: _____

E-Mail: _____ Other: _____

CONTRACTOR'S INFORMATION:

Contractor's Company Name: _____ Phone: _____

Contractor's Company Address: _____ City: _____ State: ____ Zip: _____

Contact Person's Name: _____ Phone: _____ E-Mail: _____

SELECT PERMIT TYPE:

☐ RESIDENTIAL

☐ NON- RESIDENTIAL

☐ BUILDING ADDITION

☐ ACCESSORY STRUCTURE

☐ FILL DIRT

Describe Work: _____

APPLICATION CHECKLIST & SUPPORTING DOCUMENTATION

REQUIRED DOCUMENTS:

- Complete Floodplain Development Permit Application
- Supporting documentation (as required)
- Refer to "conditions of Permit" pg. 2 of this application

CONTRACTOR REQUIREMENTS

All Contractors must provide current General Liability Certificate of Insurance (min. \$100,000)
Certificate Holder: City of La Porte, 604 W. Fairmont Pkwy, La Porte TX 77571

SIGNATURE OF APPLICANT: _____ PRINTED NAME: _____

OFFICE USE ONLY:

Taxes: _____ Code Enforcement: _____

The subject property is located within: 100-Year Floodplain

D

Coastal High-Hazard Area in Flood Zone: _____

The Base Flood Elevation of the subject property is: _____ feet above mean sea level (NAVO 1988, 2001 ADJ.)

Approved for Permit Issuance by: _____ Date: _____ PERMIT#: _____

CONDITIONS OF FLOODPLAIN DEVELOPMENT PERMIT

NO. _____

Note: Checked box(es) below indicate Applicable Permit Conditions:

- ☐ The above-described residential structure in an "AE" Flood Zone shall have its first floor constructed at least one (1) foot above the Base Flood Elevation as indicated above. The Finished Floor Elevation must be constructed at or above _____ feet (mean sea level, based on the NAVD 1988, 2001 Adjustment).
- ☐ The above-described non-residential structure in an "AE" Flood Zone shall have its first floor constructed at or above (or Flood-proofed below) the Base Flood Elevation. FEMA Form 81-31 (Elevation Certificate) shall be completed and submitted if the structure is to be flood-proofed.
- ☐ The above-described residential or non-residential structure (located in a "VE" Flood Zone) shall have the bottom of its lowest horizontal member located at least one (1) foot above the Base Flood Elevation and breakaway walls shall be constructed below that level.
- ☐ All structures must be situated as shown on the approved Site Plan and constructed as designed in the approved building plans so as to minimize potential flood damage. Submit FEMA Form 81-31 (Elevation Certificate) upon completion of construction.
- ☐ Water supply and sanitary sewage collection system must be constructed as designed in the approved plans to prevent intrusion of or contamination to flood waters.
- ☐ The above-described mobile home shall have its first floor situated at or above the Base Flood Elevation. Submit completed FEMA Form 81-31 (Elevation Certificate) after mobile home has been placed.
- ☒ The permit is approved for the above-named mobile home situated only at the existing Mobile Home Park listed below:

☐ Special Permit Condition(s):

**Alex and Jonny's
FENCE COMPANY**

Address: 3935 Clay Ln Bacliff tx 77518

Phone: (832)-994-2730
Email: alex.jonnyfences@gmail.com

[Rick](#)
[9610 Rustic Oak gate la port](#)
[Rick5514@msn.com](#)

Estimate # 2487
Date 5/28/2022

descriptions	Quantity	Rate	Total
Fence without cap	130.0	\$31	\$4,030
Fence with cap	2375.0	\$42	\$99,750
Extra fence side	180.0	\$ 31.00	\$ 5,580.00
			\$ -
Gate	1.0	\$ 225.00	\$ 225.00
Install 4x4x10 treated post on 7 center		\$ -	
Install 3 rails 2x4x8			
Install 2x6x8 rot board			
install #2 cedar pickets		\$ -	
1.5 bags of concrete per post hole			
Hot dipped galvanized nails ring shank			
Remove and haul off old fence			
Cedar cap and trim		\$ -	
3 years warranty		\$ -	
		\$ -	
Valid until 6/11/22		\$ -	
Total price	Total:		<u>109,585</u>



Since 1952

11851 ORMANDY STREET
HOUSTON, TEXAS 77035

PHONE (281) 499-2516
FAX (832) 539-1144

REVISED PROJECT BID

DATE: April 1, 2022

PROJECT: Perimeter Fence Replacement – Cedar Fence Option

CLIENT: Summer Winds H.O.A.
Attn: Rick Laird and Box Wagstaff

SCOPE: **INSTALL 2,340 L.F. OF 6-1/2' HIGH UPGRADED WOOD FENCE.**
SPECIFICATIONS AS FOLLOWS:
1" x 6" x 6' western red cedar pickets
Three (3) 2" x 4" treated pine horizontal rails
4" x 4" treated pine line posts on 7' centers and with 10" x 2' concrete footers
2" x 6" cedar cap rails and 1" x 4" cedar fascia board
2" x 6" beveled treated pine baseboard
Includes 6' high temporary chain link fence during construction and resident notification letters
Includes demo and haul-off of existing 6-1/2' high wood fence
TOTAL INSTALLED COST \$110,720.00

ADD ALTERNATE : Demo eleven (11) 13" x 13" x 7-1/2' brick columns. Includes footer removal. Add \$3,135.00 to total installed cost.

EXCLUSIONS: Permits or bonds. Staking or clearing lines. Locating and marking private underground utilities. Breaking concrete or asphalt to set fence or gate posts.

HOUSTON FENCE COMPANY, INC. IS BONDABLE AND INSURED

BY: COREY KLIER - COMMERCIAL SALES

corey@houstonfence.com

Cell: 832-250-5583



Since 1952

11851 ORMANDY STREET
HOUSTON, TEXAS 77035

PHONE (281) 499-2516
FAX (832) 539-1144

REVISED PROJECT BID

DATE: April 1, 2022

PROJECT: Wood Fence Replacement at Detention Pond

CLIENT: Summer Winds H.O.A.
Attn: Rick Laird and Box Wagstaff

SCOPE: **INSTALL 320 L.F. OF 6' HIGH WOOD FENCE AND ONE (1) 5'W X 6'H WALK GATE. SPECIFICATIONS AS FOLLOWS:**
1" x 6" x 6' western red cedar pickets
Three (3) 2" x 4" treated pine horizontal rails
4" x 4" treated pine line posts on 7' centers and with 10" x 2' concrete footers
Gate style to match fence and with all standard hardware
HFC to leave in place welded steel grate at swale
Includes 6' high temporary chain link fence during construction and resident notification letters
Includes demo and haul-off of existing 6-1/2' high wood fence
TOTAL INSTALLED COST \$12,850.00

EXCLUSIONS: Permits or bonds. Staking or clearing lines. Locating and marking private underground utilities. Breaking concrete or asphalt to set fence or gate posts.

HOUSTON FENCE COMPANY, INC. IS BONDABLE AND INSURED
BY: COREY KLIER - COMMERCIAL SALES

corey@houstonfence.com
Cell: 832-250-5583

Bay Area Fence & Gates, L.L.C.

7419 N HWY. 146., Baytown, Texas 77523
(281) 573-4507 Phone
www.bayareafenceco.com
admin@bayareafenceco.com

**Contract**

Customer

Name: Rick Leind & Bob Wagstaff
Address: _____
City: Lafayette State: Tx Zip: _____
Phone: 1-281-798-7128
Email: kwaviation@att.net
Address: Summer Winds
City: _____ State: _____ Zip: _____

Job

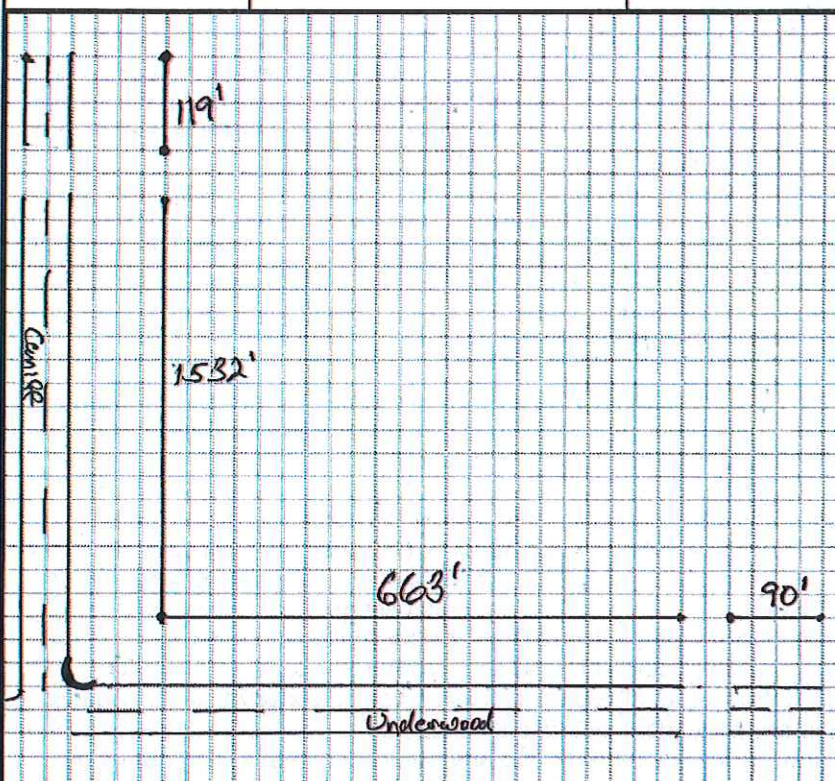
Height & Footage	Wood Style	Size and Materials		Miscellaneous
<input type="checkbox"/> 4'	<input checked="" type="checkbox"/> Std. Dog-Ear	Pickets <u>6</u>	<input checked="" type="checkbox"/> Cedar <input type="checkbox"/> Pine	<input type="checkbox"/> Dig Out/Trench
<input type="checkbox"/> 5'	<input type="checkbox"/> 2-Rail Frame	Base Board <u>1x6</u>	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Tear Down & Haul Away <u>wood</u>
<input type="checkbox"/> 6'	<input checked="" type="checkbox"/> 3-Rail Frame	Cap Rail <u>2x6</u>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> Trim Trees/Bushes
<input checked="" type="checkbox"/> 6'6" <u>2404'</u>	<input checked="" type="checkbox"/> Base Board	Facer <u>1x2</u>	<input checked="" type="checkbox"/> <input type="checkbox"/>	Unless Otherwise Specified:
<input type="checkbox"/> 7'	<input checked="" type="checkbox"/> Cap Rail	Posts <u>4x4</u>	<input type="checkbox"/> <input checked="" type="checkbox"/>	-All pine wood is pressure treated.
<input type="checkbox"/> 8'	<input checked="" type="checkbox"/> Facer	Other _____	<input type="checkbox"/> <input type="checkbox"/>	-All nails are ring shank and galvanized.
<input type="checkbox"/>	<input type="checkbox"/>			-All posts set in cement at 18" to 24" deep.

Gates (Single)	Gates (Double)	Chain Link
<input type="checkbox"/> 3'	<input type="checkbox"/> 4'	<input type="checkbox"/> Galvanized
<input type="checkbox"/> 4'	<input type="checkbox"/> 6'	<input type="checkbox"/> Vinyl
<input type="checkbox"/> 5'	<input type="checkbox"/> 8'	<input type="checkbox"/> Heavy Gauge
<input type="checkbox"/> Other _____	<input type="checkbox"/> 10'	<input type="checkbox"/> Medium Gauge

NOTES:

2404'-6'6" Cedar Picket
Fence with Cedar Cap & Trim
4x4x10 Post (7' center)
1x6x16 Coral Rot Board
2x4x14 (3-Rail)
6' American Cedar Pickets
2x6x14 Rough Cedar Cap
1x2x14 Rough Cedar Trim

Orange Temporary Fence to
be used during construction



☒ This proposal may be withdrawn by us if not accepted within 3 days.

☐ Contract contains _____ additional pages.

TERMS:

Usual & Customary Fee: \$ 113,656⁷²
(credit card due upon completion)

Cash Discount Fee: \$ 114,093⁰⁰
(cash or check due upon completion)

ACCEPTANCE OF PROPOSAL

This proposal is approved and accepted. There are no oral agreements. The written terms, specifications, provisions (on back), prices and plans (if any) are the entire agreement. Changes shall be made by written change order only.

[Signature]
Approved and Accepted (Contractor)

10-25-2021
Date

X _____
Approved and Accepted (Owner)

Date

You, the Buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See Owner's Right to Cancel on the reverse side for details.

Customers Please Note: Bay Area Fence and Gates, LLC is NOT responsible for any damage to underground lines or any unforeseen objects underground.

Bay Area Fence & Gates, L.L.C.

7419 N HWY. 146., Baytown, Texas 77523
(281) 573-4507 Phone
www.bayareafenceco.com
admin@bayareafenceco.com



Contract



Customer
Job

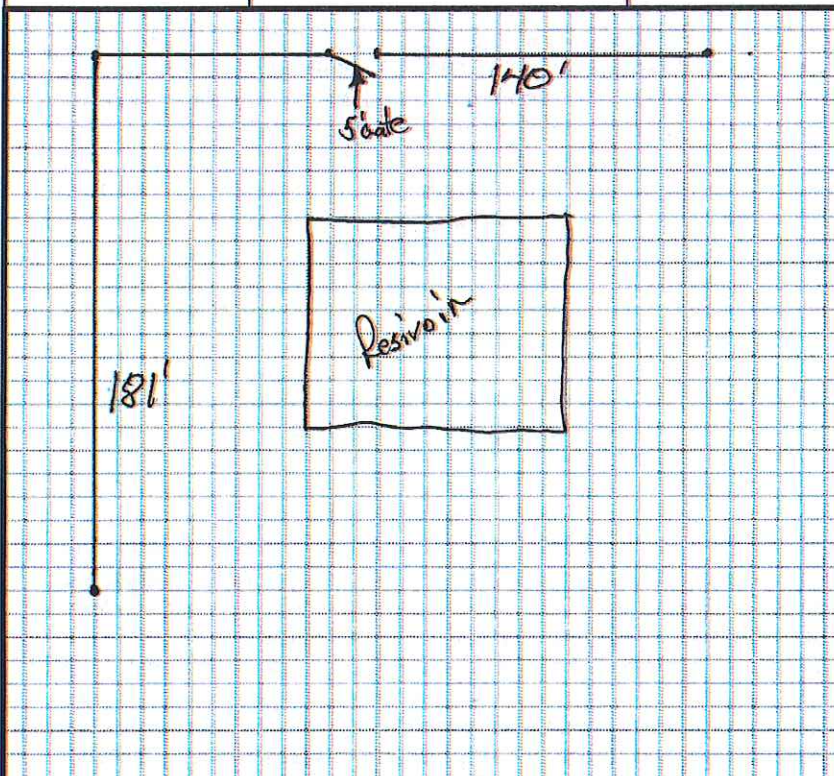
Name: Pick Laird + Bob Wagstaff
Address: _____
City: La Port State: Tx Zip: _____
Phone: 1-281-798-7729
Email: kwavation@att.net
Address: Summer Winds
City: _____ State: _____ Zip: _____

Height & Footage	Wood Style	Size and Materials		Miscellaneous
<input type="checkbox"/> 4'	<input checked="" type="checkbox"/> Std. Dog-Ear	Pickets <u>6'</u>	<input checked="" type="checkbox"/> Cedar	<input type="checkbox"/> Dig Out/Trench
<input type="checkbox"/> 5'	<input type="checkbox"/> 2-Rail Frame	Base Board <u>1x6</u>	<input type="checkbox"/> Pine	<input checked="" type="checkbox"/> Tear Down & Haul Away wood
<input type="checkbox"/> 6'	<input checked="" type="checkbox"/> 3-Rail Frame	Cap Rail <u>2x6</u>	<input checked="" type="checkbox"/> Cedar	<input type="checkbox"/> Trim Trees/Bushes
<input checked="" type="checkbox"/> 6'6" <u>321'</u>	<input checked="" type="checkbox"/> Base Board	Facer <u>1x2</u>	<input checked="" type="checkbox"/> Cedar	Unless Otherwise Specified:
<input type="checkbox"/> 7'	<input checked="" type="checkbox"/> Cap Rail	Posts <u>4x4</u>	<input checked="" type="checkbox"/> Cedar	-All pine wood is pressure treated.
<input type="checkbox"/> 8'	<input checked="" type="checkbox"/> Facer	Other _____	<input type="checkbox"/> Pine	-All nails are ring shank and galvanized.
				-All posts set in cement at 18" to 24" deep.

Gates (Single)	Gates (Double)	Chain Link
<input type="checkbox"/> 3'	<input type="checkbox"/> 4'	<input type="checkbox"/> Galvanized
<input type="checkbox"/> 4'	<input type="checkbox"/> 6'	<input type="checkbox"/> Vinyl
<input checked="" type="checkbox"/> 5'	<input type="checkbox"/> 8'	<input type="checkbox"/> Heavy Gauge
<input type="checkbox"/> Other _____	<input type="checkbox"/> 10'	<input type="checkbox"/> Medium Gauge
	<input type="checkbox"/> 12'	
	<input type="checkbox"/> 14'	
	<input type="checkbox"/> 16'	
	<input type="checkbox"/> Other _____	

NOTES:

321'-6'6" Cedar Picket Fence
With Cedar Cap & Trim
4x4x10 Post (7' center)
4x4x12 Post (For Waterway)
1x6x16 Coral Lot Board
2x4x14 (3-Rail)
6' American Cedar Pickets
2x6x14 Rough Cedar Cap
1x2x14 Rough Cedar Trim



☒ This proposal may be withdrawn by us if not accepted within 3 days.

☐ Contract contains _____ additional pages.

TERMS:

Usual & Customary Fee: \$ 15,318¹⁶
(credit card due upon completion)

Cash Discount Fee: \$ 14,729⁰⁰
(cash or check due upon completion)

ACCEPTANCE OF PROPOSAL

This proposal is approved and accepted. There are no oral agreements. The written terms, specifications, provisions (on back), prices and plans (if any) are the entire agreement. Changes shall be made by written change order only.

Robert
Approved and Accepted (Contractor)

10-25-2021
Date

X
Approved and Accepted (Owner)

Date

You, the Buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See Owner's Right to Cancel on the reverse side for details.

Customers Please Note: Bay Area Fence and Gates, LLC is NOT responsible for any damage to underground lines or any unforeseen objects underground.

OUTLOT 0
XMA FLEXIBLE
FILM CODE NO.
H.C.O.P.P.

N 87°05'22" E 1666.24

RUSTIC GAIT ROAD

100

RESTRICTED RESERVE 25
 SUBJECT TO ORDER (not paid)
 15.00 50.00 15.00 50.00
 SUMMER WINDS SECTION ONE

DRY SPRINGS DRIVE
(80' R.O.W.)

DESERT RUN DRIVE
(00' R.O.W.)

S 87°05'22" W 1682.17

1981

Section 3

BUSINESS BY THE WAY.

La Porte Community Fencing Application

Please print clearly. Please submit a completed application to:

City Manager's Office
City of La Porte
604 W. Fairmont Parkway
La Porte, TX 77571

APPLICANT INFORMATION:

APPLICATION DATE: 3/1/22 / 5/27/2022
Applicant Name: Akoya Huguley c/o Inframark
Lakes at Fairmont Green
Homeowner's Association: Jacob Hatcher - jacob@xtsglobal.com
HOA President (if different from applicant):
Address of Applicant: 2002 W. Grand Pkwy N. Suite 100 Katy, TX 77449
Contact Phone: 281 870 0585 Email Address: akoya.huguley@inframark.com

TYPE OF FENCING MATERIALS (check all that apply):

- ☒ Wood ☒ Wrought Iron
☐ Chain Link ☒ Masonry
☐ Other _____

DETAILS OF PLANNED IMPROVEMENTS (attach additional pages if necessary):

Repair + Replace Wood Fence along Wharton
Weems.
Masonry fence repair or replace along
S.H. 146 feeder road.

BUSINESS BY THE BAY

Please list the name of each Contractor and/or Project Architect and the Total Amount of each bid. Please, also, attach the original proposals and work estimates:

CONTRACTOR/PROJECT ARCHITECT	TOTAL
1. Follow Construction	\$ 130,650
2. La Porte Roofing and Remodeling	\$ 100,747
3. Versa Solutions LLC	\$ 128,855
4.	\$

BUDGET DETAIL See bid

PROJECT EXPENDITURES	FUNDS	FUNDS APPLIED	TOTAL
Design	\$	\$	\$
Materials	\$	\$	\$
Painting (If Applicable)	\$	\$	\$
Other (list):	\$	\$	\$
TOTAL	\$	\$	\$

Total estimated cost of proposed project: \$

Amount requested: \$

Please attach color samples, model numbers (for fencing equipment), photos, scaled drawings, and other illustrations of work to be completed. Please include as much detail as possible.

Note: The City of La Porte has allocated funding for these projects; therefore those applicants that demonstrate a greater need due to conditions of their current fencing along with cost-sharing capabilities will receive higher favoritism. Additionally, applicants that have failed to adequately maintain their community fencing will receive less points.

Your signature on this application certifies that you understand and agree with the following statements: I have met with the Oversight Committee and I fully understand the Fencing application procedures and details established. I intend to use these grant funds for the eligible fencing projects, as spelled out in the application. I have not received, nor will I receive insurance monies for this revitalization project, OR I have disclosed all pertinent insurance information. I understand that if I am awarded an Fencing Grant, any deviation from the approved project may result in the partial or total withdrawal of the grant funds.

Attij

APPLICANT SIGNATURE

3/31/2008

DATE

TBD

City of La Porte Planning & Development
604 W. Fairmont Pkwy
La Porte TX 77571

BUILDING PERMIT APPLICATION

Phone: 281.470.5073
Fax: 281.470.5036
permits@laporte.tx.gov

Applicant Name:		Project Address:		Site Plan No. if applicable:	
PGAD Permit No. (if)					
(1)		(2)		(3)	
LEGAL DESCRIPTION:					
Property Owner:	Mailing Address:	E-Mail:	Phone:		
Contractor:	Mailing Address:	E-Mail:	Phone:		
Architect:	Mailing Address:	E-Mail:	Phone:		
Engineer:	Mailing Address:	E-Mail:	Phone:		
Contact Person:	Mailing Address:	E-Mail:	Phone:		
IS YOUR PROPERTY INSURED? <input type="checkbox"/> YES <input type="checkbox"/> NO				Business/Project Name:	
Building Use:	No. of Stories:	Living Sq. Ft.	Garage Sq. Ft.	Porch Sq. Ft.	Other Sq. Ft. Total Sq. Ft.
SELECT ALL THAT APPLY		<input type="checkbox"/> *RESIDENTIAL <input type="checkbox"/> COMMERCIAL			
<input type="checkbox"/> NEW <input type="checkbox"/> FOUNDATION <input type="checkbox"/> FENCE		<input type="checkbox"/> ADDITION <input type="checkbox"/> REMODEL <input type="checkbox"/> SIGN <input type="checkbox"/> DRIVEWAY <input type="checkbox"/> CURB CUTS <input type="checkbox"/> OTHER			
DESCRIBE WORK: APPLICATION CHECKLIST & SUPPORTING DOCUMENTATION: RESIDENTIAL PROJECT: COMPLETE BUILDING PERMIT APPLICATION AND (2) COMPLETE SET OF CONSTRUCTION PLANS OR TO SCALE DRAWINGS. COMMERCIAL PROJECT: FWD COPIES: COMPLETE BUILDING PERMIT APPLICATION, (2) 24 X 36 COMPLETE PLAN SET, AND SITE PLAN. SET MUST INCLUDE THE FOLLOWING IN PDF FORMAT: COMPLETE BUILDING PERMIT APPLICATION, COMPLETE PLAN SET IN A SINGLE FILE, AND SITE PLAN. (PLEASE DO NOT SUBMIT IN LAMINATED OR 3D). NOTE: SITE PLAN FILE ONE AT JIVE OF RESIDENTIAL. ADD SITE PLAN TO COVER SHEET OF SET. 1000 SQ. FT. 1600 PER ADDITIONAL AREA. MAX 4000 SQ. FT. UNLESS 1000 TO 1500 SQ. FT. 1500 PER ADDITIONAL AREA. CONTRACTOR REQUIREMENTS: CURRENT GENERAL LIABILITY CERTIFICATE OF INSURANCE MINIMUM OF \$100,000 CITY OF LA PORTE, 604 W. FAIRMONT PKWY, LA PORTE, TX 77571 AS THE CERTIFICATE HOLDER. NOTE: NOT A VALID PERMIT UNTIL OWNER/CONTRACTOR IS NOTIFIED OF APPROVAL AND ALL APPLICABLE FEES ARE PAID IN FULL. AS A CONDITION OF THE SUBMITTAL, I AGREE TO ALLOW EMPLOYEES OF THE CITY OF LA PORTE TO ACCESS MY PROPERTY FOR THE PURPOSE OF INSPECTING OR VERIFYING INFORMATION PROVIDED IN THIS APPLICATION & THE PLANS SUBMITTED THEREIN.					
SIGNATURE OF APPLICANT:		PRINTED NAME:		DATE:	
STAFF USE ONLY:					
TAXES:	CODE ENFORCEMENT:	PLANNING ZONE:	TYPE OF CONSTRUCTION:	TYPE OF OCCUPANCY:	USE ZONE:
BARE PERMIT FEE	PERMIT FEE	PLANNING FEE	DESIGN FEE	REVISION & ZONE FEE	OTHER FEE
NEW WATER ACCOUNT SET-UP REQUIRED FOR THIS PROJECT:				YES	NO
PERMIT APPLICATION RECEIVED BY:				DATE:	
PERMIT NO.				APPROVED FOR PERMIT ISSUANCE BY:	
				DATE:	

N/A

City of La Porte
604 W. Fairmont Pkwy.
La Porte TX 77571

Planning & Development
FLOODPLAIN DEVELOPMENT PERMIT APPLICATION

Phone: 281.470.5073
Fax: 281.470.6005
Permits@laportetx.gov

PROJECT INFORMATION:

APPLICATION DATE: _____

Project Address: _____

Property Legal Description: Lot (s) _____

Blk: _____

Subdivision: _____

ISCAD Parcel No. (Harris County Tax ID): _____

PROPERTY OWNER'S INFORMATION:

Property Owner's Name: _____

Phone: _____

Mailing Address: _____

City: _____

State: _____

Zip: _____

E-Mail: _____

Other: _____

CONTRACTOR'S INFORMATION:

Contractor's Company Name: _____

Phone: _____

Contractor's Company Address: _____

City: _____

State: _____

Zip: _____

Contact Person's Name: _____

Phone: _____

E-Mail: _____

SELECT PERMIT TYPE:

☐

RESIDENTIAL

☐

NON-RESIDENTIAL

☐

BUILDING ADDITION

☐

ACCESSORY STRUCTURE

☐

FILL DIRT

Describe Work: _____

APPLICATION CHECKLIST & SUPPORTING DOCUMENTATION

REQUIRED DOCUMENTS:

- Complete Floodplain Development Permit Application
- Supporting documentation (as required)
- Refer to "Conditions of Permit" pgs. 2 of this application

CONTRACTOR REQUIREMENTS

All Contractors must provide current General Liability Certificate of Insurance (min. \$100,000)
Certificate Holder: City of La Porte, 604 W. Fairmont Pkwy, La Porte TX 77571

SIGNATURE OF APPLICANT: _____

PRINTED NAME: _____

OFFICE USE ONLY:

Taxes: _____

Code Enforcement: _____

The subject property is located within:

☐

100-Year Floodplain

☐

Coastal High-Hazard Area in Flood Zone: _____

The Base Flood Elevation of the subject property is: _____ feet above mean sea level (NAVD 1988, 2001 ADJ.)

Approved for Permit Issuance by: _____

Date: _____

PERMIT #:

N/A

CONDITIONS OF FLOODPLAIN DEVELOPMENT PERMIT

NO. _____

Note: Checked box(es) below indicate Applicable Permit Conditions:

- ☐ The above-described residential structure in an "AE" Flood Zone shall have its first floor constructed at least one (1) foot above the Base Flood Elevation as indicated above. The Finished Floor Elevation must be constructed at or above _____ feet (mean sea level, based on the NAVD 1988, 2001 Adjustment).
- ☐ The above-described non-residential structure in an "AE" Flood Zone shall have its first floor constructed at or above (or flood-proofed below) the Base Flood Elevation. FEMA Form 81-31 (Elevation Certificate) shall be completed and submitted if the structure is to be flood-proofed.
- ☐ The above-described residential or non-residential structure (located in a "VE" Flood Zone) shall have the bottom of its lowest horizontal member located at least one (1) foot above the Base Flood Elevation and breakaway walls shall be constructed below that level.
- ☐ All structures must be situated as shown on the approved Site Plan and constructed as designed in the approved building plans so as to minimize potential flood damage. Submit FEMA Form 81-31 (Elevation Certificate) upon completion of construction.
- ☐ Water supply and sanitary sewage collection system must be constructed as designed in the approved plans to prevent intrusion of or contamination to flood waters.
- ☐ The above-described mobile home shall have its first floor situated at or above the Base Flood Elevation. Submit completed FEMA Form 81-31 (Elevation Certificate) after mobile home has been placed.
- ☐ The permit is approved for the above-named mobile home situated only at the existing Mobile Home Park listed below:

☐ Special Permit Condition(s):



5/26/2022
Lakes at Fairmont
La Porte, Texas
77571

Fence replacement Proposal

General & Administrative

- Project supervision
- Trash removal & progress clean-up
- General liability insurance coverage
- Final cleaning of work areas
- Agreed working hours are 8am to 6pm M-F. (after-hours and weekend work must be approved in advance by HOA)
- Provide construction services for the removal of existing fencing and new fence located at Lakes at Fairmont.
- Dispose of all existing fence

Affected Properties/Addresses for front fence

- | | | | |
|----------------------|---------------------|---------------------|---------------------|
| • 1018 Fairway Drive | • 906 Fairway Drive | • 706 Fairway Drive | • 518 Fairway Drive |
| • 1014 Fairway Drive | • 902 Fairway Drive | • 702 Fairway Drive | • 503 Fairway Drive |
| • 1010 Fairway Drive | • 814 Fairway Drive | • 618 Fairway Drive | |
| • 1006 Fairway Drive | • 810 Fairway Drive | • 614 Fairway Drive | |
| • 1002 Fairway Drive | • 806 Fairway Drive | • 610 Fairway Drive | |
| • 918 Fairway Drive | • 802 Fairway Drive | • 606 Fairway Drive | |
| • 914 Fairway Drive | • 714 Fairway Drive | • 602 Fairway Drive | |
| • 910 Fairway Drive | • 710 Fairway Drive | • 522 Fairway Drive | |

Cedar Fence Replacement

- Wood Fence totaling approximately 1,605 LF at **\$45/ per LF for cedar.**
- Wood fence measurements do not include the one property with a already replaced fence, however we agree to paint the existing brand new fence. Existing brand new fence is roughly 70 LF.
- Install 4x4 post, install 2x6 rot board, 2x4 framing, install pickets, and 2x6 crown.
- Stain and paint
- **NOTE: THESE MEASUREMENTS ARE FOR ENTIRE FENCE, HOWEVER NOT ALL OF IT NEEDS TO BE REPLACED AS SOME REPLACEMENTS HAVE BEEN MADE ALREADY.**

Repair Wrought Iron-Fence

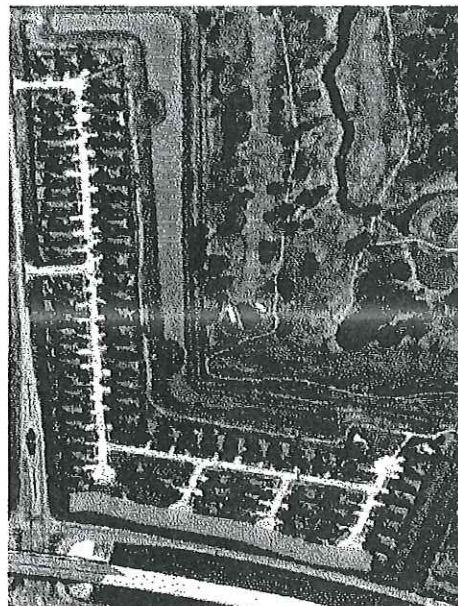
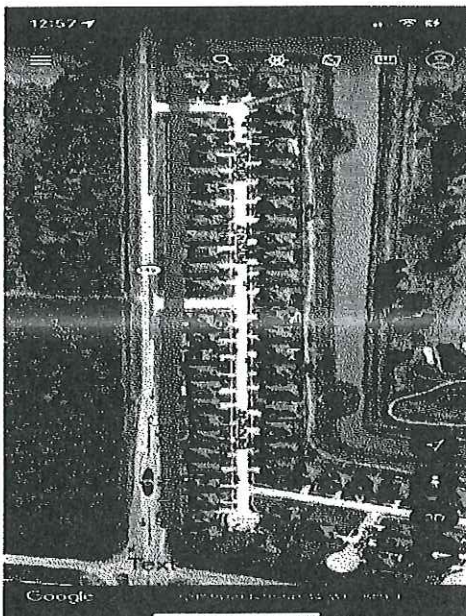
- Remove and Detach Wrought Iron Fence. Replace damaged fence brackets as needed .
- Remove off site to stain and re-paint.
- Install newly painted and stained fence. **This method is suggested as the fence does not have significant damage that would require it to be replaced.** Repairs are 205 LF at **\$43/per LF.**

Replacement Wrought Iron-Fence

- Remove, dispose and replace front fence approximately 205 LF at **\$59/per LF .**
- All line post, gate post, rails, and all gate hardware to be coated black.
- Install new top, middle, and bottom rails as needed.
- All materials included

Masonry Barrier Wall Repair

- Remove all damage blocks and replace to match.
- Secure new blocks with angle iron and fill.
- Apply dirt and sod to fill to enclose lower exposed areas.
- Pressure wash



Front Fence Cedar (Includes newly repaired
fence measurements): \$72,225.00

Repair Wrought Iron Fence: \$9, 221.00

Replace Wrought Iron Fence: \$12,095.00

Masonry Barrier Wall Repair: \$7,200.00

\$100,741

Owner 1 _____ Date _____

Owner 2 _____ Date _____

Contractor _____ Date _____
Hector Orellana, President



Proposal: 022-0159

Date: 03/10/2022

Job: AKOYA HUGULEY
LAKES AT FAIRMONT GREEN
FENCE REPLACEMENT/REPAIR

Scope of Work:

Fallow Construction shall provide General Contracting services to at the address above. Scope of work is stated below.

- All work to be performed during normal business hours.
- All work to be performed per local County Codes and Standards.

Trades & Bids:

Wood Fence Demo & Replacement (1300' LF) (3 rail system with 6" cap and 12" rot board to match existing)

- Ensure all underground utilities are properly marked prior to any construction.
- Demo, remove and dispose of wood fencing (excludes 3- sections in good condition).
***Sections will be removed in accordance with new fencing installers to refrain from leaving backyards exposed for a long period of time. ***
- Set new pressure treated polls @ 3' depth and secure with concrete.
- Build new structural frame with pressure treated lumber (to match existing).
- Stain all new fence to match (Prep fencing and column prior to paint)

Wrought Iron Installation

- Install 6' – 8'W wrought iron commercial paneling
- Set 3' Post w/ 2' footers
- Fabricate paneling
- Paint with Black Industrial DTM

**Total Bid Cost (Excluding
Masonry): \$86,285.00**

Masonry Block Barrier Wall Repair (60 Panels)

- Remove all damaged blocks and replace with new to match.
- Secure all new blocks with angle iron.
This method will help prevent further damage/blocks falling due to collisions with landscaping equipment
- Fill all areas eroded with new fill dirt to cover concrete footers.
- Cover areas with sod to keep from further erosion.
- Pressure wash all fencing to match new blocks. (1200' LF)

Total Bid Cost: \$44,265.00

❖ Price includes – Fuel, Labor, Insurance, Warranty, and Supervision

- Payment Terms: Upon completion each benchmark
- Any upgrades to materials, changes to scope of work will change, or any unforeseen issues that may come up during construction will be subject to change in price.
- Fallow is not responsible for anything that is damaged beyond repair (DBR) upon inspection of project and prior to work being performed.
- Insufficient Funds Fee: Total Check, plus Fee.

Thank you for your consideration.
Best Regards,

Cody Hawthorne
VP of Construction

Cody Eberhardt
President

This quotation is good for (10) business days from date submitted and is subject to the Terms and Conditions of Sale attached



1. Warranty

- (a) The parts and labor hereunder are subject to the following LIMITED WARRANTY. Fallow Construction & Services LLC. warrants the parts to be free from defects for a period of one (1) year from the date, of original installation, or the period as may be specified in a written warranty attached to such part, whichever is shortest. Upon the expiration of such warranty period or in the event the part is subject to misuse, negligence, alteration, accident, improper repair, all liability of Fallow Construction & Services LLC. and shall immediately cease.
- (b) If installation is provided for herein, then Fallow Construction & Services LLC. warrants that the installation of part to be free of defects in workmanship for a period of one (1) year from the date of installation. Fallow Construction & Services LLC. shall correct such defects without charge to the Customer if notice of the defect is reported to Fallow Construction & Services LLC. during such one (1) year period.
- (c) THE FOREGOING OBLIGATIONS ARE IN LIEU OF ALL OTHER OBLIGATIONS AND LIABILITIES, INCLUDING ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR APPLICATIONS OR PURPOSES, WHICH ARE HEREBY EXPRESSLY INCLUDED. IN NO EVENT SHALL Fallow Construction & Services LLC. BE LIABLE TO THE CUSTOMER FOR ANY DIRECT, COLLATERAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH THE CUSTOMER'S USE OR OPERATION OF THE EQUIPMENT, OR FOR ANY OTHER CAUSE WHATSOEVER RELATING TO THE PARTS OR LABOR. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE FOREGOING LIMITATIONS MAY NOT APPLY. THE CUSTOMER MAY BE GRANTED OTHER SPECIFIC LEGAL RIGHTS WHICH VARY FROM STATE TO STATE.

2. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN PARAGRAPH 2 ABOVE NEITHER Fallow Construction & Services LLC. NOR ITS REPRESENTATIVES SHALL BE LIABLE TO CUSTOMER, OR ANYONE ELSE, FOR ANY LIABILITY, CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND, OR FOR ANY DIRECT, COLLATERAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES RELATIVE TO, ARISING FROM, CAUSED DIRECTLY OR INDIRECTLY BY THE PARTS, ITS INSTALLATION OR THE USE THERE OF OR ANY DEFICIENCY, DEFECT OR INADEQUACY OF THE PARTS AND ITS EXPRESSLY AGREED THAT THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION RELATING TO THE PURCHASE, INSTALLATION AND OR USE OF PARTS SHALL BE FOR DAMAGES AND Fallow Construction & Services LLC. LIABILITY FOR ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION NEGLIGENCE, STRICT LIABILITY, ANY OTHER TORT, BREACH OF CONTRACT AND BREACH OR WARRANTY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF PARTS IN RESPECT TO WHICH THE CLAIM IS MADE, OR AT THE ELECTION OF Fallow Construction & Services LLC. THE RESTORATION, REPLACEMENT OR REPAIR OF SUCH PART.

3. Installation Schedule

- (a) The customer shall provide easy and timely access to all areas of the Site, including locked or limited access whether they are deemed private or public, throughout the performance period.

- (b) The performance of the work associated with this Agreement shall be performed within normal working hours of Fallow Construction & Services LLC. unless specifically agreed to the contrary by means of a specific addendum attached hereto.
- (c) In the event of any delay, acceleration or other change in schedule caused directly or indirectly by the Customer or its agents or representatives, the Fallow Construction & Services LLC. shall be entitled to an extension of time and an equitable adjustment of the purchase price.

4. Other Services/Changes

If Customer wants Fallow Construction & Services LLC. to provide any additional materials or services offered by Fallow Construction & Services LLC., then such additional services shall only be furnished to the Customer pursuant to agreements separately negotiated between parties. If any additional parts or services are required by for the installation of the project at the Site due to any instructions or requirements issued by the Customer, any government Authority Having Jurisdiction (*AHJ*), insurance company or any of their respective agents or representatives, then Fallow Construction & Services LLC. shall be entitled to an equitable increase in the purchase price with materials charge at the manufacturers publish price and services at Fallow Construction & Services LLC. then current rates.

5. Definition of Force Majeure

- (a) In this Clause [], "Event of Force Majeure" means an event beyond the control of the Authority and the Operator, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to
- (b) Act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
- (a) War, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;
- (b) Rebellion, revolution, insurrection, or military or usurped power, or civil war;
- (c) Contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- (d) Riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors; or
- (e) Riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors; or
- (f) Acts or threats of terrorism 1.1.6 acts or threats of terrorism.

6. Consequences of Force Majeure Event

- (g) Neither the Authority nor the Operator shall be considered in breach of this Contract to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure that arises after the Effective Date.
- (h) The Party (the "Affected Party") prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.
- (i) If and to the extent that the Operator is prevented from executing the Services by the Event of Force Majeure, while the Operator is so prevented the Operator shall be relieved of its obligations to provide the Services but shall endeavor to continue to perform its obligations under the Contract so far as reasonably practicable [and in accordance with Good Operating Practices], [PROVIDED that if and to the extent that the Operator incurs additional Cost in so doing, the Operator shall be entitled to the amount of such Cost [COST BEING DEFINED AS HAVING NO PROFIT COMPONENT] (the Operator having taken reasonable steps to mitigate the Cost)].
- (j) If and to the extent that the Operator suffers a delay during the Construction Period as a result of the Event of Force Majeure then it shall be entitled to an extension for the Time for Completion in accordance with Sub-Clause [].

- (k) If an Event of Force Majeure results in a loss or damage to the Facility, then Operator shall rectify such loss or damage to the extent required by the Authority, PROVIDED that any Cost of rectification (less any insurance proceeds received by the Operator for the loss or damage) is borne by the Authority (the Operator having taken reasonable steps to mitigate the Cost).
- (l) The Operator shall be entitled to payment of the Base Monthly Charge during the period of interruption caused by the Event of Force Majeure.
- (m) The Contract Period shall be extended by a period equal to the period of interruption caused by an Event of Force Majeure. [1.2.6 OR 1.2.7]

7. Optional Termination, Payment and Release

- (n) Irrespective of any extension of time, if an Event of Force Majeure occurs and its effect continues for a period of [180] days, either the Authority or the Operator may give to the other a notice of termination. [If Authority is paying fee during Force Majeure, then Operator should not have a termination right, he is being paid.], which shall take effect [28] days after the giving of the notice. If, at the end of the [28]-day period, the effect of the Force Majeure continues, the Contract shall terminate.
- (o) After termination under this Sub-Clause [1.3], the Operator shall comply with Sub-Clause [termination provisions] and the Authority shall pay the Supplier an amount calculated and certified in accordance within.

8. General Provisions

- (a) No waiver of the forgoing terms and conditions shall be effective unless such waiver is in writing and signed by authorized representatives of Fallow Construction & Services LLC..
- (b) If, at any time during the performance of this Agreement, asbestos or any other toxic and hazardous substance is found to be present on Site, then Fallow Construction & Services LLC. will cease all activities until such time as the Customer's legal representative completes proper abatement services for the hazardous substance. In any event, the procurement of any abatement procedures /services including any associated costs shall be the sole responsibility of the Customer, and Fallow Construction & Services LLC. will not be held responsible for any delay of completion.
- (c) This agreement supersedes all prior oral or written agreements, if any between the parties and constitutes the entire agreement with respect to the work and any material to be furnished. This agreement contains all the agreement conditions under which the work is to be performed, and no agreement or other understanding in any way modifying or waiving the terms and conditions hereof will be binding unless made in writing as modification or amendment to this Agreement and executed by an authorized officer of Fallow Construction & Services LLC... Customer agrees that any purchase order or other written authorization to ("Order") issued by the Customer will only operate to accept this Agreement and to establish payment authority for Customer's internal accounting purposes. Any such order will not be considered a counteroffer, amendment, modification, or other revision to the terms of this Agreement. Any term or condition in such Order will have no effect on this Agreement. If any provisions of this Agreement, including limitations of liability, is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect.
- (d) This Agreement shall be governed and construed in accordance with the laws of the State of Texas. Both parties also agree to submit to the exclusive venue and jurisdiction of the courts of the State of Texas for any litigation pertaining to this Agreement.

I have read the attached Terms and Conditions of Sale, understood them fully, and agreed to abide by them. I understand that the payment for all parts and labor charges is due upon receipt of invoice. Parts/materials will be invoice upon shipment from the designated shipping point and installation will be invoiced as job progresses.

AGREED TO:

Customer Name: _____

Signature: _____

Date: _____

Fallow Construction & Services LLC.

P.O Box 1858 Conroe, TX 77305

By: Cody Hawthorne

Cody Eberhardt

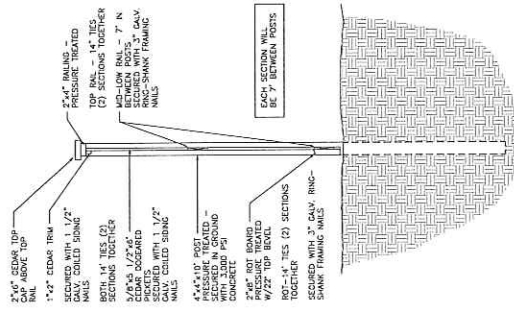
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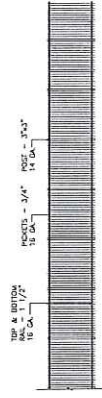
1 OVERALL SITE PLAN
SCALE: N.T.S.

FINISH SELECTIONS

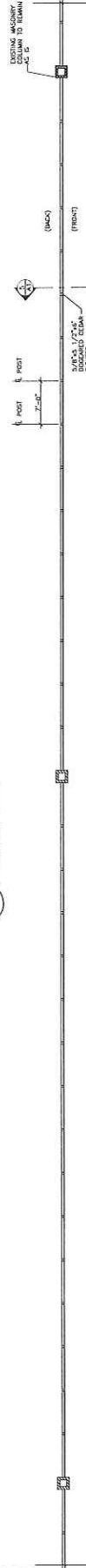
STAIN - SHERWIN WILLIAMS; EXTERIOR WOODSCAPES FLAT; DARK BROWN;



5 WOOD FENCE - SECTION
SCALE: 3/4" = 1'-0"



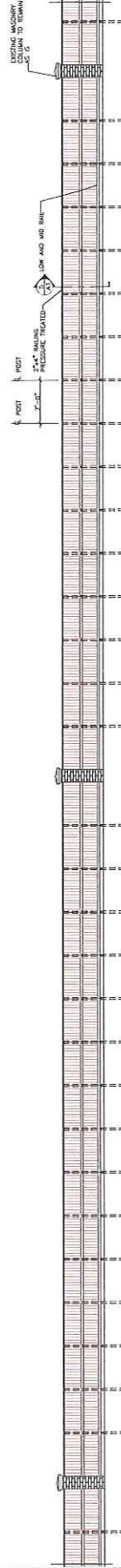
4 WROUGHT IRON FENCE - ELEVATION (TYPICAL)
SCALE: 1/8" = 1'-0"



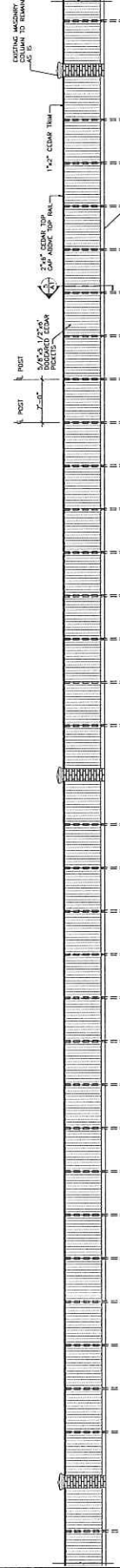
3

WOOD FENCE - PLAN (TYPICAL)

SCALE: 1/8" = 1'-0"



2 WOOD FENCE - BACK ELEVATION (TYPICAL)
SCALE: 1/8" = 1'-0"



1

WOOD FENCE - FRONT ELEVATION (TYPICAL)

SCALE: 1/8" = 1'-0"

VERSA SOLUTIONS LLC
417 S 8th St.
La Porte, Texas 77571

Page No. 1 of 1

PROPOSAL

PROPOSAL SUBMITTED TO Akoya Huguley / INFRAMARK		TODAY'S DATE 04/11/2022	DATE OF PLANS/PAGE #'S
PHONE NUMBER 281-923-7477	FAX NUMBER	JOB NAME Wooden Fence or Galvanized Metal Fence	
ADDRESS, CITY, STATE, ZIP 2002 W Grand Parkway N. Suite 100		JOB LOCATION Katy, Texas 77449	

We propose hereby to furnish material and labor necessary for the completion of:
Versa Solutions propose the following quote below:
Wharton Weens Lakes at Fairmont Green

Project Wooden Fence Repair: Quote 1

- Replace 1,515 sq ft of fence
- Take down and remove fence
- Replace all posts and new wooden fence, paint to customer's color
- Guarantee work for 2 year
- City Permit

Total cost including labor and materials
Total cost \$45,450.00

Galvanized Metal / Wooden Fence: Quote 2

- Replace 1,515 sq ft of fence
- Galvanized posts and frame
- Take down and remove fence
- Replace all posts with galvanized 4x4 posts and Metal frame and Pine Wood paint to customers color
- Fence will withstand windstorm winds
- Guaranteed for 5 years
- City Permit

Total cost including labor and materials
Total cost \$89,355.00

Project Masonry Repair Work: Quote 3

Description of the demolishing CMU work consisted: outside of the subdivision: at splitface block fence: at 54 walls (sections) Saw cut to make 2 holes for each wall to install 2 supports to then remove 2 block courses. Then on the bottom & on top of the piers install the steel angle 4" X 5" & reset the block courses: Then match the mortar & painting couple blocks to match existing & wash the blocks
Total Cost \$39,500

We propose hereby to furnish material and labor – complete in accordance with above specifications for the sum of:

_____ dollars (\$ _____)
Payment as follows: Initial Down Payment: (Quote 1 \$22,725.00) (Quote 2 \$44,677.50) (Quote 3 19,750)

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

Authorized Signature Versa Solutions llc

Note: this proposal may be withdrawn by us
if not accepted within 30 days.

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.

Signature _____

Signature _____

Date of Acceptance _____