

ORDINANCE NO. 109 - 00

BY: Mark Masser

An Ordinance authorizing the Mayor and Auditor to sign a Consent and Hold Harmless Agreement on behalf of the City of Bexley with the property owners at 750 Chelsea Avenue (Lot No. 16; Eastlawn Addition) regarding improvements to be made upon and within the City-owned right-of-way on Chelsea Avenue.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1. That the property owners at 750 Chelsea Avenue (Lot No. 16; Eastlawn Addition) have requested approval to allow a 24 inch high stone retaining wall in the front yard setback of said property which would encroach a distance of approximately 24 inches upon and with the Chelsea Avenue right-of-way owned by the City of Bexley.

Section 2. That the Mayor and the Auditor be, and they hereby are, authorized to enter into a Consent and Hold Harmless Agreement with the property owners, in form and substance satisfactory to the City Attorney, authorizing the encroachment as proposed in accordance with the submitted request on the condition that the property owners assume all responsibility for damage, loss and injury arising out of the location of said retaining wall including any additional cost to the City of Bexley incurred in connection with their use of the right-of-way occasioned by the location of the structure.

Section 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: 1-9, 2001

Gene H. Porter

President of Council

Attest: Richard A. Levin

Clerk of Council

Approved: 1/9, 2001

David H. Madison

David H. Madison, Mayor

12-26-00 First Reading
1-09-01 Second Reading
Three Reading rule
suspended. Passed.

CONSENT AND HOLD HARMLESS AGREEMENT

The undersigned property owners and the City of Bexley, Ohio (the "City") agree as follows:

The property owners have sought and obtained permission from the City of Bexley to construct a stone wall as indicated below on the property described below and in the easement/right-of-way as described. Approval of the stone wall and use of an easement/right-of-way area, which is public property, is conditioned upon this Agreement.

Edward and Shirley Weisenberger, their successors and assigns (collectively the "Owners"), shall save the City harmless from any and all damages which may arise from, or grow out of, the construction, installation, maintenance, repair, relocation, removal or replacement of the stone wall for any reason shall defend, at their own cost, every suit in which the City of Bexley, Ohio shall be made a party, brought and prosecuted for the recovery of any such damages; that the occupancy of public property is hereby permitted merely as an accommodation to the said grantees and that no right, title or interest of the public is waived or abridged in any way thereby; that the Owners, upon notice from the City of Bexley, Ohio, duly authorized by the Council of Bexley, Ohio, shall forthwith remove said stone wall from the public property occupied by it and shall yield to said City all rights to occupy the public property used for such sidewalk whenever said City shall determine the same to be necessary or desirable; that the Owners release the City, its employees and agents, from any liability for damage to the stone wall rising out of or in connection with any cause whatsoever; that said stone wall shall be so constructed as to not interfere with any or damage any utility facilities or to impede nor interfere with in any way the use of the easement/right-of-way, streets, alleys, sidewalks and curbs by the City and the public; and in the event that the City determines changes to the stone wall to be necessary or desirable, the owners shall promptly make any such changes, relocations, or rearrangements solely at their expense.

This Agreement shall not be construed in any way limiting the rights presently held by the City in the easement/right-of-way areas, or the use thereof for public purposes, except to promote the construction and maintenance of the stone wall in the easement/right-of-way area.

750 Chelsea Avenue
Address of Property

Street Right-Of-Way
Type of Easement/Right-Of-Way

Lot No. 16; Eastlawn Addition
Lot Number or Other Description

Stone Wall
Building or Structure

25 Feet measured from the
Center of Chelsea Avenue
Easement/Right-Of-Way Width
Property Location

24"
Maximum Encroachment Into
Easement/Right-Of-Way

Streets, Sidewalks & Public Utilities
Services Existing in Easement/
Right-Of-Way

Ordinance No. 89-90
Approving Authority

This Agreement shall be binding on and for the benefit of the parties hereto and their respective successors and signs.

STATE OF OHIO, COUNTY OF FRANKLIN:

SS:

The foregoing instrument was acknowledged before this _____ day of _____, 2001 by David H. Madison, Mayor of the City of Bexley, Ohio, and Richard A. Levin, Auditor of the City of Bexley, Ohio.

Witness

Mayor

Witness

Auditor

Notary Public

STATE OF OHIO, COUNTY OF FRANKLIN:

SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 2001, by _____

Witness

Property Owner

Witness

Property Owner

Notary

APPLICATION NUMBER _____
FILING FEE: \$ _____

CITY OF BEXLEY, OHIO

APPLICATION TO APPEAR BEFORE
BEXLEY CITY COUNCIL

1. This application is submitted for: (please check)
 Rezoning Lot Split Plat Approval Variance
 2. APPLICATION SUBMITTED FOR PROPERTY LOCATED:
750 Chelsea Ave
 3. NAME OF APPLICANT: Scott Ewart ^{dba} Remodeling Columbus, LTO

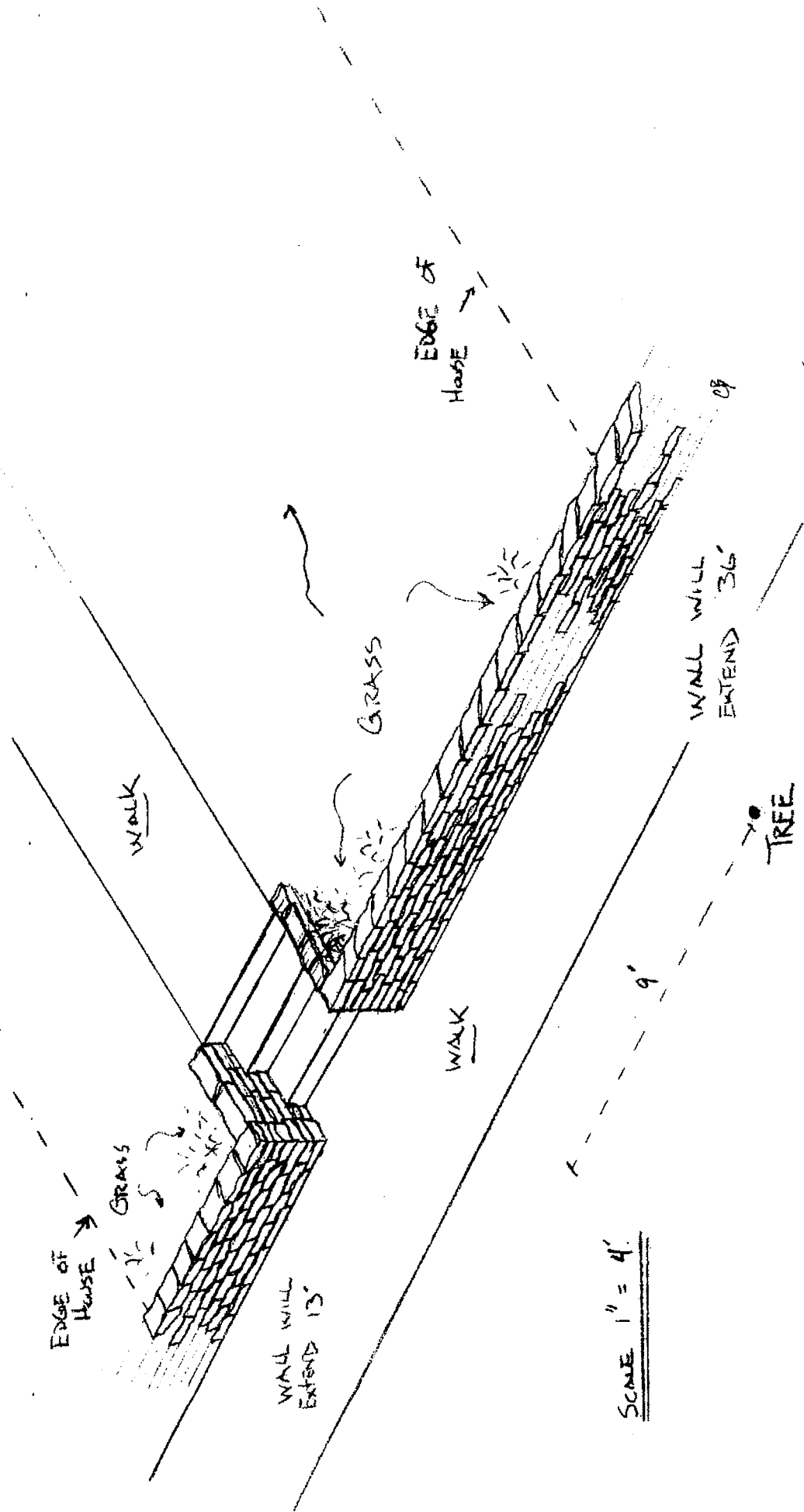
ADDRESS: 3299 Abbey Rd. Upper Arlington OH 43221
TELEPHONE NUMBER W-451-1155 mobile-582-8064
 4. NAME OF OWNER: Mr + Mrs Ed Weisenberger
ADDRESS: 750 Chelsea Ave
TELEPHONE NUMBER: H-231-7763 W-Ed-276-9000
 5. Narrative description of project (attached additional sheets, if necessary.)
Build a 24" dry wall in stone to blend with the existing house,
 6. IF THIS APPLICATION INVOLVES A VARIANCE, PLEASE EXPLAIN WHY THE VARIANCE IS NECESSARY. (Attach additional sheets, if necessary.)
The homeowners would like to have a barrier between their house and the "T" intersection.
- APPLICANT: Scott Ewart DATE 12/20/00
(Signature)

(NOTE: If the applicant is not the owner, a letter from the owner stating his or her approval of the application must be submitted with the application.)

750 CHELSEA DR
BEXLEY, OH
REMODELING COLUMBUS INC.

- AT ENDS, WALL WILL STEP DOWN TO GRADE

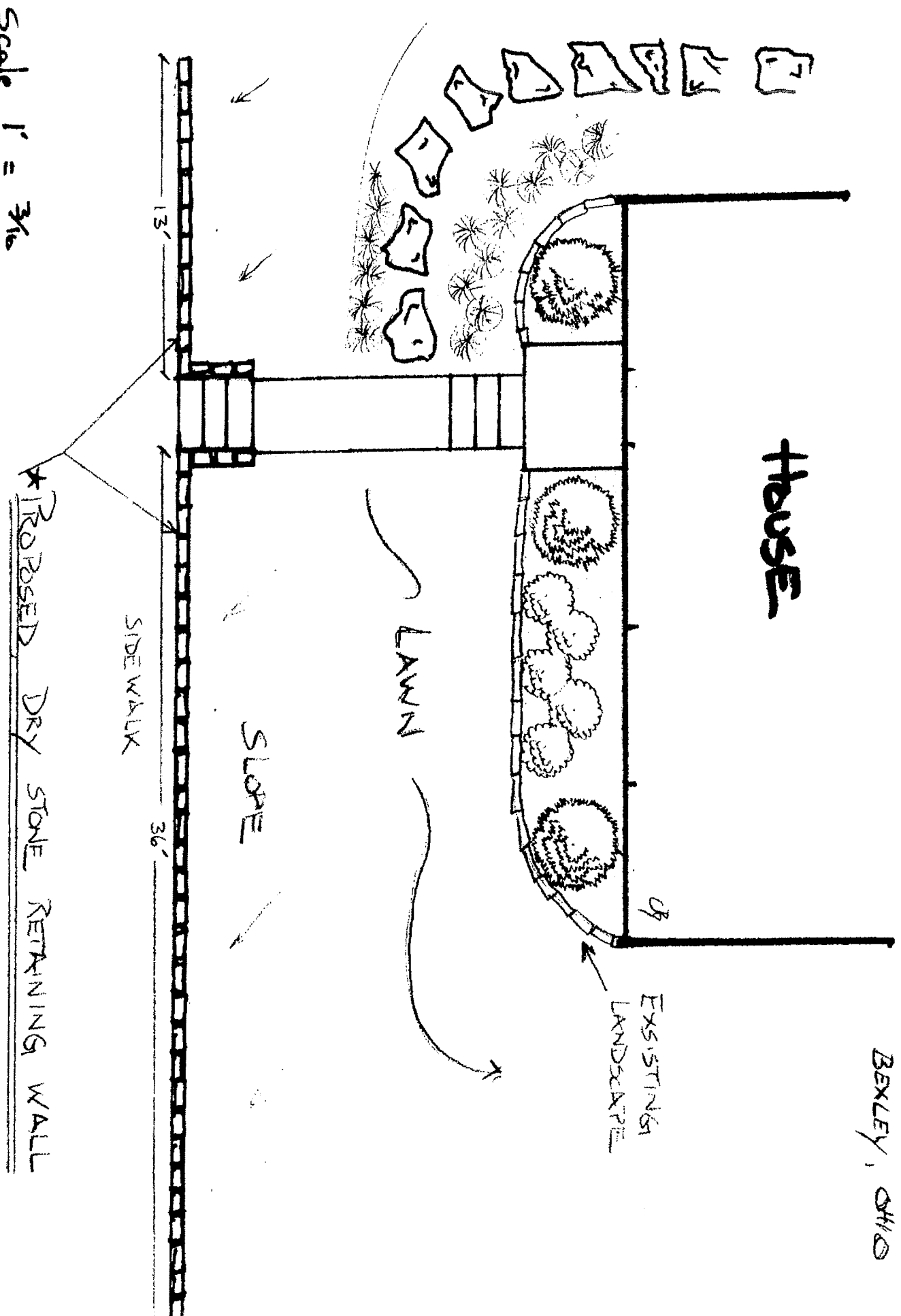
- WALL ALSO GRADUALLY STEP BACK 1-2" PER LAYER



SCALE 1" = 4'

750 CHELSEA DR
BEXLEY, OHIO

HOUSE



Scale 1" = 3/16'

ROBSED DRY STONE RETAINING WALL

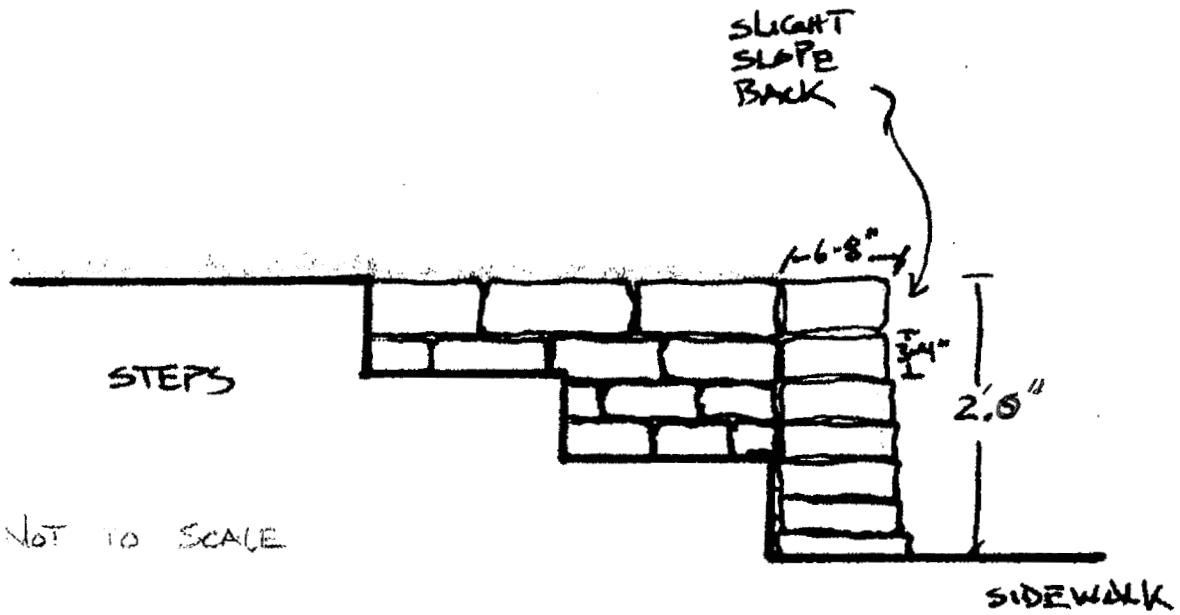
SIDEWALK

LAWN

SLOPE

EXISTING
LANDSCAPE

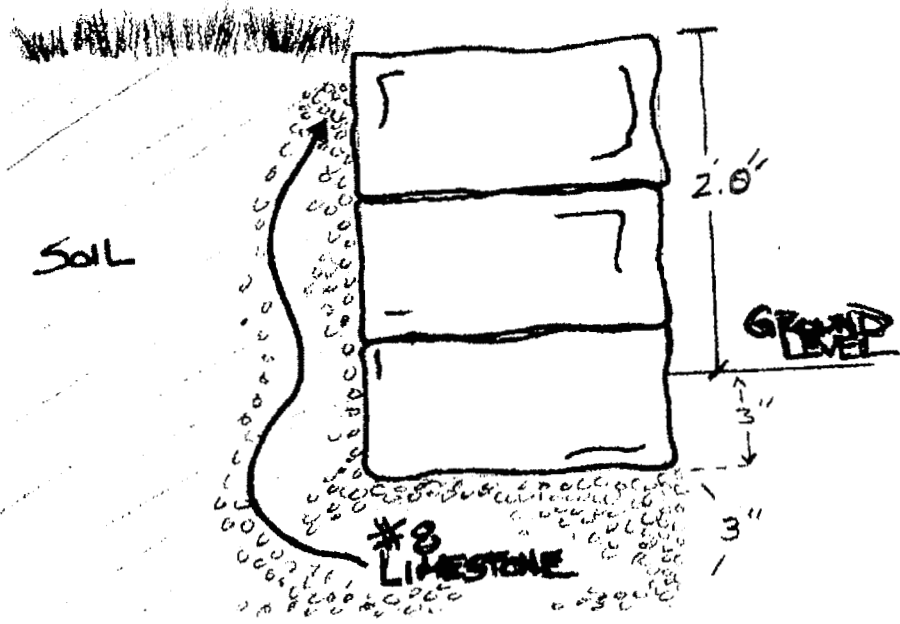
DETAIL



NOT TO SCALE

DETAIL

NOT TO SCALE



Includes
177. Stone
returns on
each side.



710