

ORDINANCE NO. ~~28~~08

By: Mr. Kessler

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 102 Ashbourne Road. regarding improvements made upon and within the City owned right-of-way along Ashbourne Road.

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

Section 1. That the property owners at 102 Ashbourne Road have requested approval to construct a paver sidewalk which will intersect with the public sidewalk..

Section 2. That the Mayor and 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 and driveway approach including any additional cost to the City of Bexley incurred in connection with its use of 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: April 8, 2008

Matthew J. Lempke
President of Council

Attest: [Signature]
Clerk of Council

Approved: 4-8, 2008

John M Brennan
John M. Brennan, Mayor

First Reading 3-11-08
Second Reading 3-18-08
Third Reading 4-8-08
Passed 4-8-08

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 paver sidewalk which will intersect with the public sidewalk as indicated below on the property described below and in the easement/right-of-way as described. Approval of the paver sidewalk and use of an easement/right-of-way area which is public property is conditioned upon this Agreement.

Mr. and Mrs. Cory Raffel, 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 paver sidewalk 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 paver sidewalk 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 sidewalk rising out of or in connection with any cause whatsoever; that said paver sidewalk shall be so constructed as to not interfere with or damage any utility facilities or to impede nor interfere with in any way the use of the easement/right-of-way area, streets, alleys, sidewalks, and curbs by the City and the public; and in the event that the City determines changes to the paver sidewalk 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 as 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 paver sidewalk in the easement/right-of-way area.

<u>102 Ashbourne Rd</u> Address of Property	<u>Street Right-Of-Way</u> Type of Easement/Right-Of-Way
<u>Lot No. 53; Stanbery Place</u> Lot Number or Other Description	<u>Paver Sidewalk</u> Building or Structure
<u>35 Feet measured from the Center of Ashbourne Road</u> Easement/Right-Of-Way Width Property Location	<u>14'</u> Maximum Encroachment Into Easement/Right-Of-Way
<u>Streets, Sidewalks & Public Utilities</u> Services Existing in Easement/ Right-Of-Way	<u>Bexley City Council</u> Approving Authority

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

STATE OF OHIO, COUNTY OF FRANKLIN:

SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by John M. Brennan, Mayor of the City of Bexley, Ohio, and Larry Heiser, 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 _____, 2008, by _____

Witness

Property Owner

Witness

Property Owner



City of Bexley
 Building Department
 Application for
Site Development

2242 East Main Street
 Bexley, Ohio 43209
 Phone 614-559-4240
 Fax 614-559-4241
 www.Bexley.org

2008

(A) - REQUIRED: Submit 3 site plans for review. (allow max. of 30 days for plan reviews)

•ALL PERMITS MUST BE ISSUED PRIOR TO THE BEGINNING OF CONSTRUCTION. Permit fee deposits are due upon receipt of this application.

** Permit fees shall be tripled when work started prior to issuance of a permit.

(B) GENERAL INFORMATION

Project Address: 102 ASHBOURNE RD Permit # Assigned _____

Application # Assigned _____

	Name/Contact	Address	City/State/Zip	Phone #	Cell #
Owner's Name	<u>CORCY & KATHY RAFFEL</u>	<u>102 ASHBOURNE RD</u>	<u>BEVELY</u>	<u>751-0303</u>	
Contractor (Registration #)	<u>YARD SERVICES INC. ED VALENT</u>	<u>2814 DELMAR</u>	<u>BEVELY</u>	<u>233-5131</u>	<u>279312</u>
Architect					

(C) SITE INFORMATION

Will this work involve changes to any building(s) on site? No / Yes

Permit Type: Grading/Excavation Trench Sidewalk (BRICK PAVEMENT)
 Driveway Approach Downspout Curb Outlet

Location of Work: Front Rear Side(s) Street Right of Way Alley Full Site

Type of Work: Slab Water Sanitary/Sewer Storm Electric Gas
 Communications Parking area/lot Other _____

Purpose: Commercial Residential Multi-Family (# units _____)
 New Replacement Addition

•Job start date: ASAP •Cost of Construction \$ 6500 -

•Description of Proposed Work INSTALL BRICK PAVEMENT SIDEWALK FROM FRONT DOOR TO CITY SIDEWALK

THIS APPLICATION DOES NOT INCLUDE MECHANICAL (ELECTRIC, PLUMBING, HVAC, ETC.) PERMITS

(D) I hereby certify that I have read and understand the entire contents of this application. I accept full responsibility for compliance with the Ohio Residential Code and all other applicable State and local codes, and the City of Bexley Building regulations.

• **REQUIRED:** Complete back side of this application for submittal details and final signature.

• SIGNATURE REQUIRED [Signature] ED VALENT / 13.4.08
 Owner (or) Agent for owner signature Printed Date

** need hold harmless agreement. K.R.*

Permit Fees To Be Completed by Building Department ONLY

<input type="checkbox"/> Excavation / Grading / Change of Grade (\$60.00)	\$ _____
<input type="checkbox"/> Street / Alley opening permit (\$150.00) (w/\$1,000.00 clean-up bond)	\$ _____
<input checked="" type="checkbox"/> Driveway / Sidewalk / Approach / Curb Cut (\$60.00) (Clay Tile \$2.00 ea.)	\$ <u>60</u>
<input type="checkbox"/> Street / Alley opening permit (\$150.00) / Right of Way \$110.00 / City Main Exposed \$220.00: (w/\$1,000 clean-up bond)	\$ _____

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102 Ashbourne Rd
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Street Right-Of-Way
Type of Easement/Right-Of-Way

Lot No. 53; Stanbery Place
Lot Number or Other Description

Paver Sidewalk
Building or Structure

35 Feet measured from the
Center of Ashbourne Road
Easement/Right-Of-Way Width
Property Location

14'
Maximum Encroachment Into
Easement/Right-Of-Way

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

Bexley City Council
Approving Authority

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

STATE OF OHIO, COUNTY OF FRANKLIN:

SS:

The foregoing instrument was acknowledged before me this 8th day of April, 2008, by John M. Brennan, Mayor of the City of Bexley, Ohio, and Larry Heiser, Auditor of the City of Bexley, Ohio.

Deborah J. Maynard
Witness

John M Brennan
Mayor

Jan Yaple
Witness

[Signature]
Auditor

[Signature]
Notary Public

Antia S. Foley
Notary Public, State of Ohio
My Commission Expires July 23, 2008

STATE OF OHIO, COUNTY OF FRANKLIN:

SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by _____

Witness

Property Owner

Witness

Property Owner

Notary