



# Landmarks Certificate of Appropriateness & Overlay District Permit

Louisville Metro Planning & Design Services

Case No.: 19-COA-0123  
ENFZOR-19-000361-2 Intake Staff: RM

Date: October 30, 2019 Fee: No Fee

## Instructions:

For detailed definitions of *Certificate of Appropriateness* and *Overlay District Permit*, please see page 4 of this application.

## Project Information:

Certificate of Appropriateness: ☐ Butchertown ☐ Clifton ☒ Cherokee Triangle ☐ Individual Landmark  
☐ Limerick ☐ Old Louisville ☐ Parkland Business ☐ West Main Street

Overlay Permit: ☐ Bardstown/Baxter Ave Overlay (BRO) ☐ Downtown Development Review Overlay (DDRO)  
☐ Nulu Review Overlay District (NROD)

Project Name: N/A

Project Address / Parcel ID: 2075 Baringer Ave, Louisville, Ky. 40204

Total Acres: \_\_\_\_\_

Project Cost (exterior only): \$9,445.00

PVA Assessed Value: NOV 01 2019

Existing Sq Ft: \_\_\_\_\_ New Construction Sq Ft: \_\_\_\_\_ Height (ft): \_\_\_\_\_ Stories: \_\_\_\_\_

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Project Description (use additional sheets if needed):

Click or tap here to enter text.

The project is retaining walls along the front and side of our home. The wall in front of our home is separated by steps. It measures in total a little over 34 feet long and has a height of two feet to two feet, 10 inches. The wall on the side of the house is 80 feet long and has a height of 18 inches. The color of the stone is a light color which is similar to the color of our home foundation and also matches the color and height of our neighbors retaining walls on either side of us.

The reason we need the retaining walls is that the lot slopes downward from left to right and we were having soil erosion problems when it rained. We were not aware that a permit was needed to have this work done.

**Contact Information:**

**Owner:** ☒ Check if primary contact

Name: Dennis Hesthaven

Company: \_\_\_\_\_

Address: 9025 Baringer Ave

City: Louisville State: Ky Zip: 40204

Primary Phone: 502-444-1074

Alternate Phone: 502-440-3203

Email: Maggie2014@Iclad.com

Owner Signature (required): Dennis Hesthaven

**Applicant:** ☒ Check if primary contact

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Primary Phone: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Attorney:** ☐ Check if primary contact

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Primary Phone: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Plan prepared by:** ☒ Check if primary contact

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Primary Phone: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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**Certification Statement:** A certification statement must be submitted with any application in which the owner(s) of the subject property is (are) a limited liability company, corporation, partnership, association, trustee, etc., or if someone other than the owner(s) of record sign(s) the application.

I, \_\_\_\_\_, in my capacity as \_\_\_\_\_, hereby  
representative/authorized agent/other

certify that \_\_\_\_\_ is (are) the owner(s) of the property which  
name of LLC / corporation / partnership / association / etc.

is the subject of this application and that I am authorized to sign this application on behalf of the owner(s).

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I understand that knowingly providing false information on this application may result in any action taken hereon being declared null and void. I further understand that pursuant to KRS 523.010, et seq. knowingly making a material false statement, or otherwise providing false information with the intent to mislead a public servant in the performance of his/her duty is punishable as a Class B misdemeanor.



## Land Development Report

October 25, 2019 2:50 PM

About LDC

### Location

Parcel ID: 077A00230000  
Parcel LRSN: 91388  
Address: 2025 BARINGER AVE

### Zoning

Zoning: R5B  
Form District: TRADITIONAL NEIGHBORHOOD  
Plan Certain #: NONE  
Proposed Subdivision Name: NONE  
Proposed Subdivision Docket #: NONE  
Current Subdivision Name: BARRINGER LAND CO SUBDIVISION  
Plat Book - Page: 02-272  
Related Cases: NONE

### Special Review Districts

Overlay District: NO  
Historic Preservation District: CHEROKEE TRIANGLE  
National Register District: CHEROKEE TRIANGLE  
Urban Renewal: NO  
Enterprise Zone: NO  
System Development District: NO  
Historic Site: YES

### Environmental Constraints

#### Flood Prone Area

FEMA Floodplain Review Zone: NO  
FEMA Floodway Review Zone: NO  
Local Regulatory Floodplain Zone or  
Combined Sewer Floodprone Area: NO  
Local Regulatory Conveyance Zone: NO  
FEMA FIRM Panel: 21111C0043E

#### Protected Waterways

Potential Wetland (Hydric Soil): NO  
Streams (Approximate): NO  
Surface Water (Approximate): NO

#### Slopes & Soils

Potential Steep Slope: NO  
Unstable Soil: NO

#### Geology

Karst Terrain: YES

### Sewer & Drainage

MSD Property Service Connection: YES  
Sewer Recapture Fee Area: NO

### Services

Municipality: LOUISVILLE  
Council District: 8  
Fire Protection District: LOUISVILLE #4  
Urban Service District: YES

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## Hesthaven, Dennis (Louisville)

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**From:** dennis hesthaven <maggie52014@icloud.com>  
**Sent:** Tuesday, October 29, 2019 1:34 PM  
**To:** Hesthaven, Dennis (Louisville)  
**Subject:** Fwd: Letter  
**Attachments:** Dennis Hesthaven 10\_29\_19.docx

Sent from my iPad

Begin forwarded message:

**From:** Linda Dierking <lindadierking25@gmail.com>  
**Date:** October 29, 2019 at 12:42:51 PM EDT  
**To:** maggie52014@icloud.com  
**Subject: Letter**

See attached

Linda G. Dierking, RN, BSN, CRRN, CCM, CNLCP  
Rehabilitation Nurse Consultant

The information contained in this electronic message and accompanying documents is confidential and is intended only for the use of the individual(s) or entry named above. If you are not the intended recipient, or not the employee or agent responsible to deliver this information to the intended recipient, you are notified that any disclosure of the contents of this communication is not permissible. If you have received this in error, please immediately notify me by electronic message

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October 29, 2019

TO WHOM IT MAY CONCERN:

On Sunday, October 24<sup>th</sup>, 2019 I was walking my dog and stopped to talk with Dennis Hesthaven in front of his house at 2025 Barringer Avenue where he and his wife, Jeanne James have lived for many years. We live on opposite sides of the alley with my address being 2124 Edgeland Ave.

Dennis was preparing to take pictures of the area around a nicely done retainer wall to send to your group as there has been a complaint about it. He stated that there had been erosion of the soil repeatedly on the hill where the retaining wall stood.

As we live only one house east of his house, I have no trouble understanding the issue. We have repeatedly had the same problem on our ivy-covered hill in front of our home. Every time we have trimmed the ivy since we have lived here it has required the use of a shovel, trowel and sometimes a rake to break up the dirt that has washed to the sidewalk. Then I throw it up higher on the hill.

This seems like a petty complaint as it was done to stop the mud from naturally going downhill. The wall appears to be well constructed and fits in with the neighborhood.

If you want to look at something that does NOT fit in our wonderful neighborhood, walk up the alley where an unsightly, TALL garage was built (begun over a year ago) with an apartment on top. It does not fit in at all, is too tall and was left unfinished for a year with debris all around while this family I understand was in Amsterdam.

Please revisit both of these issues if you would. Mr. Hesthaven and Ms. James have always kept their property in meticulous shape. Am disappointed that this has had a complaint against it while the ugly, inappropriate, tallest garage I have seen in this area has continued to sit up the street on an unkempt property.

Sincerely,

Linda G. Dierking

Cc: Dennis Hesthaven

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## CONTRACT

**THIS AGREEMENT** made this day of May 23<sup>rd</sup>, 2019, by and between **Landscape Solutions LLC & Pave Masters LLC**. In conjunction with its designated licensed sub- contractor, hereinafter referred to as **CONTRACTOR** and **Dennis Hesthaven**, whose address is **2025 Baringer Avenue Louisville, KY 40204** hereinafter referred to as **PURCHASER**. CONTRACTOR AND PURCHASER FOR GOOD AND VALUABLE CONSIDERATION AS HEREINAFTER SET FORTH, DO MUTUALLY AGREE AS FOLLOWS:

**SCOPE OF WORK:** The CONTRACTOR agrees to furnish all materials, labor, permits (If needed), and services necessary to perform services in the area(s) of hardscape and landscaping structures on Purchaser's real property located **2025 Baringer Avenue Louisville, KY 40204** Hereinafter referred to as PURCHASER. **502-494-6074**

### SCOPE OF WORK Retaining Wall Project

1. Excavate area approx. 90' LF for Retaining wall add DGA Base.
2. Excavate dirt for front of house and place inside flower bed side house.
3. Install retaining wall AB Classic Block Color ~~TBD~~ side house 2 block and Cap. *NATURAL*
4. Install retaining wall AB Classic Block Color ~~TBD~~ Front House 3 Block and Cap.
5. As Wall is installed add pipe and backfill with #57 to create French Drain.
6. Place extra dirt from front walls behind wall.
7. Seed and Straw Grass areas.
8. Can provide Topsoil as and add if needed.

All construction shall be in a manner in accordance with all applicable building codes and in full compliance with Plans and Specifications. ***Added monies may be charged if after digging there is foreign objects present such as Rock, Bad Dirt like Sand, Debris, Garbage etc. Pave Masters is NOT responsible to repair any items underground. Customer is required to Call BUD at 811. Cracked Driveways, and sidewalk would be the responsibility of the 3rd party subs and NOT Pave Masters. (Pave Masters has no trucks big enough to crack concrete)***

1. **METHOD OF PAYMENT:** The total purchase price for the subject job described above, including improvements, material cost and selected options, as set forth herein shall be:

**Material & Labor Cost      \$ 8,325.00**

•Down Payment upon Execution of Contract **\$ 4,162.50**

**Balance      \$ 4,162.50 SEE DRAW SCHEDULE FOR PAYMENTS**

**TOTAL CONTRACT PRICE:      \$ 8,325.00**

*RIVER SL 216260 Load install RDM*

*Added AT LAST PAYMENT*

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- Down payment is fully refundable within three days of execution of this contract. Thereafter, down payment is released to Contractor.

2. **START OF CONSTRUCTION:** Having commenced construction, CONTRACTOR will complete the same as expeditiously as weather conditions will permit. The finish date shall depend on the SCOPE OF WORK with estimated dates listed on Attachments and/or Draw Schedule. CONTRACTOR will not be held in default by any delay caused by circumstances not within CONTRACTOR'S control. PURCHASER expressly agrees that CONTRACTOR will not be responsible for any losses, damages, expenses or inconvenience alleged to have been incurred or sustained by PURCHASER, directly or indirectly as a result of delayed completion of the proposed improvements and delivery to PURCHASER.

3. **PURCHASER FINANCING:** In the event this Contract is an all-cash Contract, work shall start directly after contract is signed and first draw is taken or agreed upon start date. See **Draw Schedule A. for Start Date**

4. **POSSESSION:** It is acknowledged by the parties hereto that CONTRACTOR and its agents are to have exclusive possession of the premises during construction, in order to minimize the risk of loss to PURCHASER, and to maximize performance of CONTRACTOR'S employees and subcontractors. Therefore, PURCHASER shall not use the product during such construction period or prior to acceptance of the completed project, except with an authorized representative of CONTRACTOR. CONTRACTOR shall deliver possession of the product(s) at completion of the project in accordance with the terms of this Agreement and upon payment in full of the Contract sum. Final inspection by the Building Department or Building Inspector having jurisdiction of the construction (If applicable), and acceptance by any PURCHASER shall be deemed completion of all Improvements. PURCHASER agrees not to take possession until all monies have been paid in full.

5. **LIMITED WARRANTY:** CONTRACTOR will, assign to the PURCHASER a one year limited structural warranty on the Hardscape and/or Landscape (Plants replaced 1-time labor not included). CONTRACTOR shall also provide a limited warranty on construction, including workmanship and materials, for a period of one (1) year after completion, normal wear and tear and routine maintenance excepted. Acts of God, Weather is not included in these warranties. All warranties of the CONTRACTOR shall commence as of the date of sign off. All other warranties of any kind, or sort whatsoever, whether expressed or implied, are hereby waived.

7. **ANTICIPATORY BREACH:** If PURCHASER, after CONTRACTOR starts construction, without legal excuse, attempts to breach this Contract and prevent CONTRACTOR from completing construction of said Hardscape/Landscape, the Contractor will be reimbursed by PURCHASER for actual expenses incurred in construction of said Hardscape/Landscape and for all anticipated profits which would have occurred from this Contract, in addition to any legal fees incurred in order to collect same.

8. **LAWS GOVERNING:** This Contract shall be construed in accordance with the laws of the State of Kentucky. Notice required under this Contract shall be furnished to the parties at their respective addresses.

9. **PROHIBITION AGAINST RECORDING:** Neither this Contract, nor any notice thereof, shall be recorded in the Public Records of the County.

10. **DEFAULT - LIQUIDATED DAMAGES** All monies paid to the CONTRACTOR pursuant to this Contract will be applied to the purchase price except that in the event the PURCHASER fails or refuses to pay the balance of the purchase price as provided herein, such balance shall draw interest at the rate

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of eighteen (18) percent per annum (or the maximum interest allowed by law, whichever is less), from the date of PURCHASER failure to pay, and any and all monies paid by PURCHASER, may be retained by the CONTRACTOR and applied to said interest charge, which application shall in no way prejudice the rights of the CONTRACTOR to sue for additional damages incurred. In the event of PURCHASER'S default hereunder, CONTRACTOR shall have the option to terminate this Contract and retain all monies previously paid by PURCHASER as its liquidated damages upon five (5) days written notice to PURCHASER, or CONTRACTOR may sue for damages or pursue any other legal remedy it may have.

13. UNUSUAL CONDITIONS: The CONTRACTOR reserves the right to cancel this Contract and refund all monies less any actual expenses incurred by CONTRACTOR in the event geological or physical formations make it impractical to construct the type of Hardscape or Landscape selected on the site within normal anticipated construction costs.

14. ENTIRE AGREEMENT: It is further understood by and between the parties hereto that this Contract, including the plans specifications, selection sheet, and any addendum to the Contract which have been signed by the parties, contain all terms and conditions agreed upon between the parties, there being no oral conditions, representations, warranties or other agreements made by the CONTRACTOR not contained herein. Any subsequent conditions, representation, warranties or agreements shall not be valid and binding upon parties unless-made in writing and signed by both PURCHASER and CONTRACTOR. Any representation made-by any agent, and/or sub-contractor is not binding on the CONTRACTOR.

The said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained by this Contract.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. BY SIGNING THIS DOCUMENT, PURCHASER ACKNOWLEDGES THAT PURCHASER HAS READ AND FULLY UNDERSTANDS THIS CONTRACT.

Contractor

By: Ruth J. Hesthaven

DATE: 6-3-19

Purchaser

By: Dennis Hesthaven

DATE: 6-3-19

DEPOSIT UNDER CONTRACT RECEIVED: \$ 4,162.50

Pave Masters  
2530 Allen Lane  
LaGrange KY 40031  
502-648-1554 Cell Phone  
[www.pave-masters.com](http://www.pave-masters.com)  
[rick@pave-masters.com](mailto:rick@pave-masters.com)





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