

ORDINANCE NO. 15 -85

BY: Cardyn Thomas Christy

An ordinance to appropriate funds to pay a portion of the settlement of a claim for damage to property and to declare an emergency.

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

Section 1. That the sum of \$1,541.15 should be and it hereby is appropriated and set aside from the Sewer Fund to be used to pay a portion of a settlement in the amount of \$6,700.00 of a claim filed with the City of Columbus by Eleanor Wagner for damage to property located at 2676 East Livingston Avenue allegedly caused by the collapse of a sewer line adjacent to the property.

Section 2. That the payment of said amount shall be conditioned upon receipt of a release, in form and substance satisfactory to the City Solicitor, signed by the claimant.

Section 3. That the payment of a portion of the settlement is made solely for the purposes of settling the claim and shall not constitute an admission of liability to claimant or the City of Columbus.

Section 4. That this Ordinance is an emergency measure necessary for the immediate preservation of the public peace, health or safety; therefore, such Ordinance shall go into effect upon its passage and its approval by the Mayor.

Passed: March 26, 1985

John Page  
President of Council

ATTEST: John H. Hurler  
Clerk of Council

APPROVED: March 26, 1985

David H. Madison  
David H. Madison, Mayor

Feb. 26<sup>th</sup> - 1<sup>st</sup> reading  
Mar. 12<sup>th</sup> - 2<sup>nd</sup> reading  
March 26<sup>th</sup> - 3<sup>rd</sup> reading  
Passed.

RELEASE AND AGREEMENT OF ALL CLAIMS

I, the undersigned, Eleanor Wagner, c/o David K. Conrad,  
Attorney, 100 East Broad Street, Columbus, Ohio, 43215, in  
consideration of the sum of One Thousand Five Hundred Eighty-Eight and  
57/100 Dollars,  
(\$ 1588.57), paid to me by the City of Bexley, Ohio, ~~XXXX~~

~~XX~~  
do hereby compromise, forever  
discharge, waive and release any and all rights, claims, demands,  
damages, actions and causes of action which I have or may have  
against the City of Bexley, Ohio, its officers, agents and servants,  
including such as have arisen or may arise by reason of or in any man-  
ner growing out of damage to my house at 2676 East Livingston Avenue,  
due to a tile sewer collapse at the east side of the dwelling which  
occurred in the spring of 1983.

It is understood and agreed that this payment of \$ 1588.57  
is in full payment and satisfaction of a ~~XXXXXXXXXXXX~~ disputed claim  
and is not to be construed as an admission of liability on the part  
of the City of Bexley, Ohio.

Furthermore, I, Eleanor Wagner, in  
consideration of the payment aforesaid, do hereby expressly covenant  
and agree with the City of Bexley, Ohio, its officers, agents and  
servants that I will forever indemnify and save harmless the  
City of Bexley, Ohio, its officers, agents, and servants, against  
loss or damage by reason of any further claims, demands, actions or  
causes of action that may at any time hereafter be brought or made  
against the City of Bexley, Ohio, its officers, agents and servants,  
with the intent or for the purpose of establishing or enforcing any  
further claim for damages arising out of such accident.

I further agree that I have not subrogated, nor will  
I subrogate at any time in the future any claim arising from the  
incident as hereinabove set forth.

IN WITNESS WHEREOF, I have hereunto set my hand(s) this

8th day of March 1985.

Signed in the presence of:

Priscilla Wood

Eleanor A. Wagner  
Eleanor Wagner

Jean English