

AMENDED ORDINANCE NO. 32-99

By: William Schottenstein

An Ordinance to impose a moratorium on the issuance of demolition permits pursuant to Chapter 1480 of the Bexley Building and Housing Code until January 1, 2000, and to declare an emergency.

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

Section 1. That except as ordered by a court of competent jurisdiction, as ordered by the City of Bexley in connection with the enforcement of its Building and Housing Codes, or as otherwise approved by City Council, no applications shall be accepted, and no demolition permits shall be issued, with respect to the demolition of 80% or more of the above grade livable square footage, of any principal structure on any lot within the City.

Section 2. That the moratorium established pursuant to Section 1 shall be in effect until January 1, 2000.

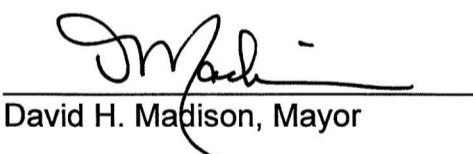
Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, said emergency being the need to regulate the demolition of principal structures within the City pending the outcome of Council's review of possible changes to Chapter 1480 of the Building and Housing Code, and shall go into full force and effect immediately upon its passage and approval by the Mayor.

Passed: 5/24, 1999

  
President of Council

Attest: Rich A. Levin  
Clerk of Council

Approved: 5/25, 1999

  
David H. Madison, Mayor

5/25/99 - substituted  
for 32-99

4/27/99 - First  
reading

5/11 - Second reading 5/11/99  
5/25/99 - Third reading - Passed.

**CONSENT AND HOLD HARMLESS AGREEMENT**

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

The property owner has sought and obtained permission from the City of Bexley to construct a 24" high limestone wall, a boulder with an address plate and landscaping, as indicated below, on the property described below, and in the easement/right-of-way area, which is public property, is conditioned upon this Agreement.

Cathryn S. Chellis, her 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 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 grantee and that no right, titles or interest of the public is waived or abridged in any way thereby; that the Owner, upon notice from the City of Bexley, Ohio, duly authorized by the Council of Bexley, Ohio, shall forthwith remove said wall from the public property occupied by it and yield to said City all rights to occupy the public property used for such wall whenever said City shall determine the same to be necessary or desirable; that arising out of or in connection with any cause whatsoever; that said wall 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 wall to be necessary or desirable, the Owner shall promptly make any such changes, relocations or rearrangements solely at her 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 retaining wall in the easement/right-of-way area.

<u>2598 Ruhl Avenue</u> Address of Property	<u>Street Right-Of-Way</u> Type of Easement/Right-of-Way
<u>2598 Ruhl Avenue</u> Lot Numbers or Other Description	<u>24" high limestone wall, a boulder with an address plate and landscaping</u> Building or Structure
<u>30 feet measured from the center Ruhl Avenue</u> Easement/Right-Of-Way Width Property Location	<u>Unknown</u> Maximum Encroachment Into Easement Right-Of-Way
<u>Street and Public Utilities</u> Services Existing in Easement/ Right-Of-Way	<u>Ordinance No.</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 2nd day of June, 1999 by David H. Madison, Mayor of the City of Bexley, Ohio, and Richard A. Levin, Auditor of the City of Bexley, Ohio.

Sara Chumoch  
Witness

David H. Madison  
Mayor

Janice Apples  
Witness

Richard A. Levin  
Auditor

Anita S. Hughes  
Notary Public

ANITA S. HUGHES  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JULY 26, 2003

STATE OF OHIO, COUNTY OF FRANKLIN:

SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1999 by the undersigned, Cathryn S. Chellis.

David H. Madison  
Witness

Cathryn S. Chellis  
Cathryn S. Chellis, Tenant

Kathleen Marie Rose  
Notary Public

KATHLEEN MARIE ROSE  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES July 10, 2000