

ORDINANCE NO. 30-85

By: John H. Offenberger

An Ordinance authorizing the City of Bexley and its employees, servants, agents and independent contractors to enter upon private property to perform services or duties to protect the public health, welfare and safety of the residents of the City, to authorize the Mayor and the Auditor to execute on behalf of the City hold harmless agreements with the owners of such property, and to declare an emergency.

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

Section 1. That the administrative officers of the City be, and each of them hereby is, authorized to direct employees, servants, agents and independent contractors of the City to enter upon the premises of private property owners to perform services and duties to protect the health, safety and welfare of the residents of the City in accordance with the laws of the City and the State of Ohio.

Section 2. That, when necessary, desirable or appropriate to facilitate the performance of the services and duties specified in Section 1 hereof, the Mayor and Auditor be, and they hereby are, authorized and directed to execute hold harmless agreements, in form and substance approved by the City Solicitor, with property owners.

Section 3. That this Ordinance is an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare; and, therefore, this Ordinance shall go into immediate force and effect upon its passage and approval by the Mayor.

Passed: June 11, 1985

John H. Bage  
President of Council

ATTEST: John H. Bage

APPROVED: June 11, 1985

David H. Madison  
David H. Madison, Mayor

June 11, 1985 - Susp. & Adopt.

CONSENT AND HOLD HARMLESS AGREEMENT

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

The undersigned has requested the City to undertake a pigeon control program on and in the vicinity of the undersigned's property which is located at the address set forth below (the "Property"). To enable the City to respond to this request, the undersigned hereby grants permission to the City, its employees, agents, and servants and/or independent contractors selected by the City to enter upon the Property to perform any and all services deemed necessary, desirable or appropriate by the City to carry out the pigeon control program and to install, maintain and/or remove certain temporary, semi-permanent or permanent devices, equipment and/or products on or in the vicinity of structures (including the residence) located on the Property in connection with such pigeon control program, all such activities to be at the sole and exclusive direction of the City and without the further consent of the undersigned.

The City shall save the property owner, his/her successors and assigns, harmless from any and all damages which may arise from or out of entry upon the Property, the provision of any and all services on the Property and the installation, maintenance and/or removal of any device, equipment or product which was placed on or in the vicinity of any of the structures located on the Property all in connection with the City's pigeon control program; provided, however, upon the termination of the pigeon control program, the City shall not be required to remove any device or equipment attached to any structure or to repair any damage to any structure caused by the removal of such device or equipment. The City shall, subject to the foregoing limitation, defend at its own cost every suit in which the undersigned shall be made a party, brought and prosecuted by any person for any damage alleged to have arisen from or out of the pigeon control program conducted on the Property.

The consent of the undersigned can be withdrawn only by a writing signed by the undersigned and delivered to the Mayor of the City, and the withdrawal of such consent shall be prospective only and shall not affect any actions taken or performed prior to receipt by the Mayor of notice that the consent has been withdrawn by the City.

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

\_\_\_\_\_  
Name of Property Owner(s)

\_\_\_\_\_  
Address of Property

\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Signature of Property Owner

CITY OF BEXLEY

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Auditor

\_\_\_\_\_  
Date of Agreement