

ORDINANCE NO. 46 -97

BY: Jeffrey L. McClelland

An Ordinance authorizing the Mayor and Auditor to execute a contract with the Walter H. Drane Company for services in connection with the annual updating of the Codified Ordinances of the City.

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

Section 1. That the Mayor and Auditor are hereby authorized and directed to execute a contract with the Walter H. Drane Company, in the form attached hereto, for services in connection with the annual update of the City's Codified Ordinances.

Section 2. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: October 14, 1997

\_\_\_\_\_  
President of Council

Attest: Richard A. Levin  
Clerk of Council

9-9-97, first reading

9-23-97, second reading

10-14-97, third reading, passed

Approved: 10/14, 1997

\_\_\_\_\_  
David H. Madison, Mayor

# *The Walter H. Drane Company*

*Professional Codification Service*

*Tower East - Suite 180  
20600 Chagrin Boulevard  
Cleveland, Ohio 44122*

*216-752-1022  
Fax 216-752-7935*

## **AGREEMENT FOR ANNUAL CODIFICATION SUPPLEMENT**

An agreement dated August 14, 1997, between the City of Bexley, Ohio, a municipal corporation (hereinafter called the Municipality), and the Walter H. Drane Company, an Ohio corporation (hereinafter called the Contractor), in consideration of mutually agreed upon promises and conditions set forth herein.

- A. For a total of five times, the Contractor shall annually prepare and publish an updating to the Codified Ordinances containing all ordinances of a general and permanent nature, and in providing such service agrees to:
1. Examine and review all ordinances of the Municipality to ascertain material suitable for integration.
  2. Evaluate all selected material for provisions which appear to be obsolete, repealed specifically or by implication, ambiguous, vague or inapplicable, or in conflict with other law (State statute, Charter or other ordinance provisions and court decisions) and refer questions on the same to the Solicitor for a decision.
  3. Edit all ordinance material by correcting all spelling, capitalization, grammatical and typographical errors, but the sense, meaning or legal effect of any ordinance provision shall not be altered.
  4. Classify and arrange selected material into its proper component code, title (or article), chapter and section position.
  5. Prepare proper and descriptive headings for each title, chapter and section.
  6. Number all material to conform with the decimal numbering system and code classification.
  7. Substitute proper code numbers for references within sections of selected material so as to conform with the new numbering system.
  8. Substitute the words "this code" or "this chapter" for "this ordinance" whenever the sense so requires.
  9. Prepare cross references for each chapter to applicable provisions of State statutes, and other sections, chapters or codes of the Codified Ordinances.
  10. Prepare a legislative history for each section, noting the ordinance number and date of passage.
  11. Prepare a supplemental index or revise the general index to cover all ordinance material to be integrated.
  12. Prepare a comparative section table indicating the disposition of integrated ordinances.
  13. Prepare a supplemental listing of special ordinances if such original listing is included in the Codified Ordinances.
  14. Unless otherwise agreed to, revise key provisions of the Codified Ordinances to reflect enactments by the State Legislature.
  15. Guarantee typographical correctness. Errors attributable to the Contractor will be corrected at any time requested by the Municipality without charge to the Municipality. The Contractor's liability for all services shall extend only to the correcting of any such errors within the Codified Ordinances.
  16. Print, collate and deliver to the Municipality sufficient sets of printed pages to equal the original printing, or such number as are requested by the Municipality.

# The Walter H. Drane Company

B. The Municipality agrees to:

1. Pay the Contractor annually for the term the Contractor's services are retained a sum of:
  - (a) \$800.00 for editorial services set forth in Part A of this agreement.
  - (b) \$22.00 per printed page which is changed (new matter included).
  - (c) \$10.00 per printed page which is unchanged (the reverse side of a changed page).
  - (d) \$\_\_\_\_\_ - \_\_\_\_\_ per printed page for \_\_\_\_\_ - \_\_\_\_\_ extra copies of \_\_\_\_\_.

The prices quoted above are intended to reflect the cost of codifying the normal volume of legislation which has traditionally been enacted by the Municipality on an annual basis. The Contractor reserves the right to exclude or negotiate a separate price for extraordinary legislation such as subdivision regulations, a zoning code, a building code or similar legislation whose number of pages far exceed the normal volume of legislation passed by the Municipality each year.

All sums are payable within ten days after receipt of the sets of printed pages by the Municipality.

2. Pay delivery charges of the sets of printed pages from Cleveland to Bexley.
  3. Provide the Contractor with copies of all materials needed to complete the supplementation.
- C.
1. This agreement is subject to acceptance by the Municipality within 120 days of the date of this agreement.
  2. This agreement is subject to cancellation by either of the parties hereto upon 90 days written notice to the other party.
  3. Upon completion of the five-year period, this agreement shall automatically renew itself from year to year. At such time the sum set forth in Paragraph B.1. above shall be adjusted annually using the Bureau of Labor Statistics CPI-U Index.

IN WITNESS THEREOF, the parties have set their hands the day and date below written.

**THE WALTER H. DRANE COMPANY**  
Cleveland, Ohio

By Walter H. Drane

Title General Counsel

Date August 14, 1997

**THE MUNICIPALITY OF BEXLEY**

By [Signature]

Title Mayor

Date October 14, 1997