

Ordinance No. 10 20 19

ORDINANCE AUTHORIZING THE CLERK OF COUNCIL TO ENTER INTO A FIVE-YEAR CONTRACT WITH THE WALTER H. DRANE COMPANY FOR THE ANNUAL UPDATING OF THE NORWOOD CODIFIED ORDINANCES

WHEREAS, this Council has determined that it is in the best interest of the City of Norwood that its codified ordinances be updated on a yearly basis; and

WHEREAS, updating of ordinances is a specialized service, requiring particular experience, skill and aptitude by a municipal legal publisher; and

WHEREAS, the Walter H. Drane Company is well qualified and has previously performed this specialized updating service for the City of Norwood; now therefore

BE IT ORDAINED by the Council of the City of Norwood, State of Ohio, that:

SECTION 1. The Clerk of Council is hereby authorized to enter into a five-year contract with The Walter H. Drane Company, on behalf of the City of Norwood, for the annual updating of The Norwood Codified Ordinances; said contract being attached hereto and made a part of this ordinance by reference as Exhibit "A".

SECTION 2. The City Auditor is hereby authorized to draw, and the City Treasurer is authorized to pay warrants, for the foregoing purpose out of the GENERAL FUND.

PASSED

March 12, 2019
Date

Donna M. Laake
Donna M. Laake
President of Council

ATTEST:

Joseph S. Geers, the duly appointed Clerk of Council, attests that this ordinance was passed at a regular/special meeting of Norwood City Council on the 12th day of March, 2019, in compliance with the rules of Norwood City Council and the laws of the State of Ohio. The foregoing ordinance was submitted to the Mayor of the City of Norwood, Ohio for his signature on the 14 day of March, 2019.

Joseph S. Geers
Joseph S. Geers
Clerk of Council

APPROVED _____
Date


Thomas F. Williams
Mayor

CERTIFICATION OF PUBLICATION:

Joseph S. Geers , the dully appointed Clerk of Council, attests that this ordinance was published in the

_____ on _____ and _____.
(Name of Newspaper) (date) (date)

Joseph S. Geers
Clerk of Council

1st Reading _____
Date

2nd Reading _____
Date

3rd Reading _____
Date

All 3 Readings 3/12/19
Date

Tabled _____
Date

Vetoed _____
Date

The Walter H. Drane Company

Professional Codification Service

23811 Chagrin Boulevard * Suite 344
Beachwood, OH 44122-5525
Web Site: www.walterdrane.com

216-514-1022
FAX 216-541-4740
E Mail: whdrane1@aol.com



AGREEMENT FOR ANNUAL CODIFICATION SUPPLEMENT

An agreement dated February 22, 2019, between the Norwood, 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 ordinance provisions 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. 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) \$ 850.00 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 page which is unchanged (the reverse side of a changed page).
 - (d) \$ 3.50 per page for updating the Code online.
 - (e) \$ 390.00 per year to host the Code online.

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

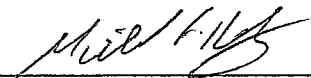
2. Pay delivery charges of the sets of printed pages from Cleveland to Norwood, Ohio.
3. Provide the Contractor with copies of all materials needed to complete the supplementation.

- C.
1. This agreement is subject to acceptance by the Municipality within 90 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 and 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

THE MUNICIPALITY OF NORWOOD, OHIO

By 

By _____

Title Managing Attorney

Title _____

Date _____

Date _____

I certify that the money required to meet this contract has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund free from any previous obligation or certification as required by Ohio Revised Code 5705.01 to 5705.47.

Fiscal Officer

The Walter H. Drane Company

Professional Codification Service

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Beachwood, OH 44122-5525
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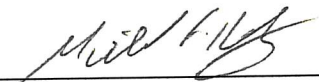
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Cleveland, Ohio

THE MUNICIPALITY OF NORWOOD, OHIO

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Fiscal Officer