

AN EMERGENCY ORDINANCE  
AUTHORIZING THE MAYOR TO CONTINUE THE AGREEMENT  
WITH THE WALTER H. DRANE COMPANY FOR THE UPDATING  
OF THE CODIFIED ORDINANCES FOR A PERIOD OF FIVE (5)  
YEARS.

WHEREAS, the publisher and editor of the Codified Ordinances for the Village of Chagrin Falls is The Walter H. Drane Company; and

WHEREAS, the Village Council wishes to continue to contract for the services of The Walter H. Drane Company with regard to the preparation of replacement pages and updates for a term of five (5) years; and

WHEREAS, the Village Council deems it necessary and in the best interest of the health, safety and welfare of all of the Village inhabitants to continue its agreement with The Walter H. Drane Company for this purpose.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF CHAGRIN FALLS, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

Section 1. That the Mayor is hereby and herein authorized to enter into an agreement with The Walter H. Drane Company for the preparation of replacement pages and updates to the Codified Ordinances of the Village of Chagrin Falls and for all other services as set forth in that agreement, a copy of which is attached hereto and incorporated herein as Exhibit A, for a period of five (5) years.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this legislation were adopted in lawful meetings of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in compliance with all legal requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.

Section 3. That in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls, public notice of this ordinance shall be given by posting a copy thereof for not less than fifteen (15) days in Village Hall.

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the Village and for the further reason stated in the Preamble hereof, and provided it receives two-thirds (2/3) of the vote of the members of Council elected thereto, shall take effect and be in full force from and after the earliest period allowed by law.

PASSED:

August 12, 2013

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

ATTEST:

Approved by the Mayor:

August 13, 2013

Thomas Brick

I hereby certify that Ordinance No. 2013-49 was duly enacted on the 12th day of August, 2013, by the Council of the Village of Chagrin Falls and posted in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls.

Dir B Bl

Clerk of Council

*The Walter H. Drane Company*  
*Professional Codification Service*

23811 Chagrin Boulevard  
Suite 344  
Beachwood, Ohio 44122-5525

216-514-1022  
E Mail: whdrane1@aol.com  
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**AGREEMENT FOR BIENNIAL  
CODIFICATION SUPPLEMENT**

An agreement dated July 10, 2013, between the Village of Chagrin Falls, 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 ten times, the Contractor shall biennially 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 biannually for the term the Contractor's services are retained a sum of:
  - (a) \$400.00 for editorial services set forth in Part A of this agreement.
  - (b) \$24.00 per printed page which is changed (new matter included).
  - (c) \$9.00 per page which is unchanged (the reverse side of a changed page).
  - (d) \$5.00 per printed page for 75 extra copies of Planning and Zoning Code pages.
  - (e) \$3.50 per page for updating Folio VIEWS software and Internet.
  - (f) \$50.00 per Folio CD-ROM.

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 Chagrin Falls, 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 Statistics CPI-U Index.

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

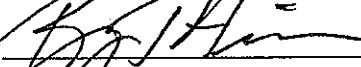
**THE WALTER H. DRANE COMPANY**  
Cleveland, Ohio

By 

Title President

Date July 10, 2013

**THE MUNICIPALITY OF**  
**CHAGRIN FALLS, OHIO**

By 

Title CAO

Date 7/12/13