

VILLAGE OF PENINSULA, OHIO
RESOLUTION NO: 6-2016
INTRODUCED BY: Mike Matuse
DATE PASSED: April 11, 2016

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO THE AGREEMENT FOR ANNUAL CODIFICATION SUPPLEMENT WITH THE WALTER DRANE CO.

WHEREAS, the Village of Peninsula, Ohio through the Village Council has determined that the ordinances of the Municipality that are permanent and general in nature should be recodified.

WHEREAS, the Village of Peninsula, Ohio has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish such recodification.

WHEREAS it has been determined that maintenance of such codified ordinances should be maintained as set forth by the terms in the AGREEMENT FOR ANNUAL CODIFICATION SUPPLEMENT attached as EXHIBIT 1. with THE WALTER DRANE CO.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF PENINSULA, COUNTY OF SUMMIT, STATE OF OHIO

Section 1. That the ordinances of the Village of Peninsula, Ohio of a general and permanent nature, as revised, codified, rearranged and consolidated into component codes, titles, chapters and sections are to be maintained by The WALTER DRANE COMPANY.

Section 2. That the Village Council hereby authorizes the Mayor of the Village of Peninsula, Ohio to enter into the agreement with THE WALTER DRANE COMPANY as set forth on the attached Exhibit 1

Section 3. That it is found and determined that all formal actions of this Council concerning and related to the adoption of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and or any of its committees that resulted in such formal action were in meeting open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

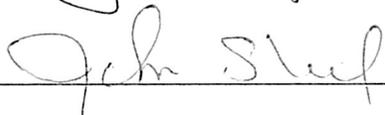
Section 4. That this Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, welfare and safety for the reason that there exists an imperative necessity for the earliest publication and distribution of the Codified Ordinances to the officials and residents of the Municipality so as to facilitate administration, daily operation and avoid legal entanglements including conflict with State Law, and shall go into full force and effect immediately upon its passage by Council.

PASSED:



DOUGLAS MAYER, MAYOR

ATTEST:



JOHN STEIGEL, FISCAL OFFICER

I, John Steigel, Fiscal Officer of the Village of Peninsula, Ohio do hereby certify that the foregoing Ordinance was duly passed by the Council of the Village of Peninsula, Ohio on the 11 day of April 2016; that there is no newspaper published in said municipality, and that publication of the foregoing Resolution was made by posting true copies thereof at five of the most public places in said Village as heretofore determined by Council pursuant to Resolution No. 1884-1997, as follows:

- Terry Lumber
- Valley Fire District
- Peninsula Library and Historical Society
- Peninsula Village Hall Lobby
- Peninsula Post Office

Each for a period of fifteen days commencing on April 20, 2016

John Steigel
JOHN STEIGEL FISCAL OFFICER

I, John D. Steigel, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly passed by the Council of the Village of Peninsula, at a meeting held on the 11 day of April, 2016.

John D. Steigel
John D. Steigel, Fiscal Officer

Posting Certificate

I, John D. Steigel, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, hereby certify that there is no newspaper published in the Municipality, and publication of the foregoing Resolution was made by posting true and accurate copies thereof at five of the most public places in the Village as previously determined by Council, each for a period of at least fifteen days, commencing on the 20 day of April, 2016, as follows:

1. Terry Lumber & Supply;
2. Valley Fire District;
3. Peninsula Library & Historical Society;
4. Peninsula Village Hall Lobby; and
5. Peninsula Post Office.

John D. Steigel
John D. Steigel, Fiscal Officer

The Walter H. Drane Company
Professional Codification Service

23811 Chagrin Boulevard, Suite 344
Cleveland, Ohio 44122
Web Site: www.walterdrane.com

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

**AGREEMENT FOR ANNUAL
CODIFICATION SUPPLEMENT**

An agreement dated December 16, 2015, between the Village of Peninsula, 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.

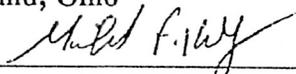
- A. For a total of five times, the Contractor shall annually prepare and publish an updating to the Codified Ordinances containing all ordinances of a general and permanent nature, and in providing such service agrees to:
1. Examine and review all ordinances of the Municipality to ascertain material 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.
 17. Update the Code on the Internet.

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) \$500.00 for editorial services set forth in Part A of this agreement.
 - (b) \$20.00 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 to update the Code on the Internet.
 - (e) \$390.00 per year to host the Code on the Internet. (starting in 2017)
- 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 Peninsula, 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 45 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.

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 December 16, 2015

THE MUNICIPALITY OF
Peninsula, Ohio

By 

Title Mayor

Date Apr 12, 2016