

BRUNSWICK CITY COMMITTEE-OF-THE-WHOLE

Agenda **APRIL 9, 2018** **7:00 PM**

1. Discussion Items
2. Motion Items
 - (a) Motion authorizing the City Manager to enter into a Biannual Codification Supplement Agreement with the Walter H. Drane Company to replace our current annual updating agreement.
3. Review Legislation
4. General Discussion
5. Executive Session
 - (a) Motion to go into an Executive Session for the purpose to discuss the sale/lease of property.
6. Adjournment

THE CITY OF BRUNSWICK
PROPOSED MOTION



DATE: 04/09/2018

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager

COPY: Mayor Ron Falconi

MOTION: Motion authorizing the City Manager to enter into a Biannual Codification Supplement Agreement with the Walter H. Drane Company to replace our current annual updating agreement.

BACKGROUND: This modified contract would allow us to update our code online twice a year. We want to stay consistent and up to date.

Our current agreement is automatically renewed from year to year. There will be an update for January to June and the second update will be from July to December.

PURPOSE AND EXPLANATION:

IMPLEMENTATION SCHEDULE:

FINANCIAL INFORMATION: Codification - - General Fund - 001-0100-54279 - - 7610

FINANCIAL SUMMARY: The prices for the attached contract are variable and are based on the # of pages requested, etc. The order or selected options shall not exceed the appropriations established by City Council nor exceed a certified purchase order pursuant to ORC 5705.41D. Currently at the time this agenda item was submitted the account #001-0100-54279 labeled Codification had \$7,610 in appropriations remaining. A purchase request had not yet been submitted at the time this was submitted for review.

RECOMMENDED ACTION:

ADDITIONAL INFORMATION:

The Walter H. Drane Company
Professional Codification Service

TOWER EAST SUITE 420
20600 CHAGRIN BLVD.
CLEVELAND, OHIO 44122-5334

216-752-1022
FAX 216-752-7935
E-MAIL whdrane1@aol.com
WEB SITE www.walterdrane.com

August 6, 2004

Julie Murawski
Human Resource/Purchasing Coordinator
4095 Center Road
Brunswick, Ohio 44212

Dear Julie:

Please find enclosed three copies of a 5-year annual codification supplement agreement.
Please return one executed copy to me.

Thanks for all your help.

Very truly yours,



Michael F. Kelly
General Counsel

MFK:jg

Enclosures

The Walter H. Drane Company
Professional Codification Service

TOWER EAST SUITE 420
20600 CHAGRIN BLVD.
CLEVELAND, OHIO 44122-5334

216-752-1022
FAX 216-752-7935
E-MAIL whdrane1@aol.com
WEB SITE www.walterdrane.com

**AGREEMENT FOR ANNUAL
CODIFICATION SUPPLEMENT**

An agreement dated August 6, 2004, between the City of Brunswick, 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. 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:

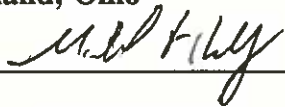
1. Pay the Contractor annually for the term the Contractor's services are retained a sum of:
 - (a) \$600.00 for editorial services set forth in Part A of this agreement.
 - (b) \$24.00 per printed page which is changed (new matter included).
 - (c) \$10.00 per page which is unchanged (the reverse side of a changed page).
 - (d) \$2.50 per printed page for 60 extra copies of Traffic and General Offenses Codes.

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 Brunswick, 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 60 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.

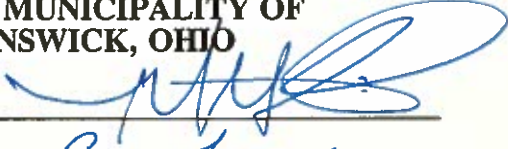
THE WALTER H. DRANE COMPANY
Cleveland, Ohio

By 

Title General Counsel

Date August 6, 2004

**THE MUNICIPALITY OF
BRUNSWICK, OHIO**

By 

Title CITY MANAGER

Date August 18, 2004

APPROVED AS TO LEGAL FORM


LAW DIRECTOR

CITY OF BRUNSWICK, OHIO

ORDINANCE NUMBER 110-04



By: Committee-of-the-Whole

AN EMERGENCY ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR ORDINANCE CODIFICATION OF THE CITY CODE

WHEREAS: Section 3.18 of the City Charter requires the codification of the City's ordinances and requires that such codification be kept current, and

WHEREAS: The City's present contract for codifying as expired, and

WHEREAS: Requests for proposals to provide update services were received on November 11, 2003 after public advertisement.

THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY RESOLVES:

SECTION 1: That the City Manager is hereby authorized to enter into an agreement with The Walter Drane Company of Cleveland, Ohio for the annual codification supplement for all ordinances of a general and permanent nature.

SECTION 2: That the Finance Director certifies that the funds are available and is authorized to issue a warrant upon receipt of the proper invoice from the City Manager.

SECTION 3: This ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety, welfare, and providing for the usual daily operation of a municipality, and for the further reason that codification of the City Code begin as soon as possible.

PASSED: 1st Reading July 26, 2004

Rules Suspended: AYES 7 NAYS 0

CITY OF BRUNSWICK, OHIO

ORDINANCE NUMBER 110-04



ADOPTED: July 26, 2004 AYES 7 NAYS 0

ATTEST: _____
Clerk of Council
Barbara J. Ortiz, CMC

*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

March 21, 2018

Fijabi Julien-Gallam, CMC
Clerk of Council
4095 Center Road
Brunswick, OH 44212-2944

Dear Fijabi,

Please find enclosed two sets of a Biannual Codification Supplement Agreement replacing our current annual updating agreement with the City.

Let me know if you have any questions. We can start work on the next update as soon as we receive an executed contract.

Very truly yours,



Michael F. Kelly, President
The Walter H. Drane Company

MFK: ms
Enclosures

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 BIENNIAL CODIFICATION SUPPLEMENT

An agreement dated March 21, 2018, between the City of Brunswick, 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. 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. Host and update the Codified Ordinances online.

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) \$ 300.00 for editorial services set forth in Part A of this agreement.
 - (b) \$ 24.00 per printed page which is changed (new matter included).
 - (c) \$ 10.00 per page which is unchanged (the reverse side of a changed page).
 - (d) \$ 0.30 per printed page for 5 extra copies of Traffic and General Offenses Codes supplements.
 - (e) \$ 3.50 per page to update the Codified Ordinances on line.
 - (f) \$ 390.00 annually to host the Code on the Internet.

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 Brunswick, 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 60 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 WHEREOF, the parties have set their hands the day and date below written.

THE WALTER H. DRANE COMPANY
Cleveland, Ohio

By 

Title President

Date March 21, 2018

THE MUNICIPALITY OF
BRUNSWICK, OHIO

By _____

Title _____

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*

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 BIENNIAL CODIFICATION SUPPLEMENT

An agreement dated March 21, 2018, between the City of Brunswick, 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. 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. Host and update the Codified Ordinances online.

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) \$ 300.00 for editorial services set forth in Part A of this agreement.
 - (b) \$ 24.00 per printed page which is changed (new matter included).
 - (c) \$ 10.00 per page which is unchanged (the reverse side of a changed page).
 - (d) \$ 0.30 per printed page for 5 extra copies of Traffic and General Offenses Codes supplements.
 - (e) \$ 3.50 per page to update the Codified Ordinances on line.
 - (f) \$ 390.00 annually to host the Code on the Internet.

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 Brunswick, 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 60 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 WHEREOF, the parties have set their hands the day and date below written.

THE WALTER H. DRANE COMPANY
Cleveland, Ohio

By 

Title President

Date March 21, 2018

THE MUNICIPALITY OF
BRUNSWICK, OHIO

By _____

Title _____

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