

ORDINANCE NO. 39 -84

By J. Schmit

An ordinance to authorize the Mayor and Auditor to enter into a contract with The Justinian Publishing Company for the continual updating of the Codified Ordinances of the City of Bexley.

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

Section 1. That the Mayor and the Auditor should be, and they hereby are, authorized to enter into a contract with The Justinian Publishing Company, a copy of which is attached hereto and incorporated herein, as if fully rewritten, for the continual updating of the Codified Ordinances of the City of Bexley for a period of five (5) years, or as earlier terminated by the parties pursuant to the provisions and terms of the contract agreement.

Section 2. That the sum of \$3,000.00 has been appropriated and set aside from the unencumbered General Fund in Ordinance 1-84 and allocated to account number 01-170-119 which sum shall be used to pay the costs of the contract as such costs are incurred.

Section 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: June 12, 1984.

John H. Page
President of Council

ATTEST:

John H. Schmit
Clerk of Council

June 12, 1984: Justinian
Rules suspended
Adopted

APPROVED June 12, 1984

David H. Madison
DAVID H. MADISON, Mayor

THE JUSTINIAN PUBLISHING COMPANY

Consulting and Codification

SUPPLEMENTAL AGREEMENT FOR CONTINUAL UPDATING OF
CODIFIED ORDINANCES

An Agreement dated June 6, 1984, between the City of Bexley, Ohio, a municipal corporation (hereinafter called the Municipality), and The Justinian Publishing Company, an Ohio corporation (hereinafter called the Contractor), in consideration of mutually agreed upon promises and conditions set forth herein.

A. Annually, on the date of original publication of the Codified Ordinances, or the date of the previous updating of the Codified Ordinances, as the case may be, for a period of 5 years from the date of this Agreement, the Contractor shall update the Codified Ordinances by integrating therein all general and permanent legislation of the Municipality and by preparing a supplemental index thereto and by making all necessary cross-reference changes. In addition, the Contractor shall revise the Traffic and General Offenses Codes of the Codified Ordinances to conform to State law current at the time of such updating of the Codified Ordinances. Further, the Contractor shall print, collate and deliver to the Municipality sufficient sets of Replacement Pages equal to the original printing of the Codified Ordinances and shall prepare all legislation necessary to give legal effect to such Replacement Pages.

B. The Municipality agrees to:

1. Prepare photocopies of each ordinance and resolution passed by the Municipality and forward the same to the Contractor.
2. Pay the Contractor a sum of:
 - a. \$300.00 per year for editorial services set forth in Part A of this Agreement.
 - b. \$ 20.00 per replacement page which is changed (new matter included).
 - c. \$ 10.00 per replacement page which is unchanged (the reverse side of a changed page).

All sums are payable within ten days after receipt of the sets of Replacement Pages by the Municipality.

3. Pay delivery charges of the sets of Replacement Pages from Cleveland to Bexley, Ohio.

THE JUSTINIAN PUBLISHING COMPANY

Consulting and Codification

C. This Agreement is subject to acceptance by the Municipality within 60 days of the date of this Agreement.

D. This Agreement is subject to cancellation by either of the parties hereto upon 60 days notice to the other party.

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

THE JUSTINIAN PUBLISHING COMPANY
Cleveland, Ohio

By John H. Bane
Title Managing Editor
Date June 6, 1984

THE MUNICIPALITY OF BEXLEY, OHIO

By Donald H. Mohr
Title Mayor
Date June
By John J. Doyle
Title Auditor
Date

By David H. Bradbury
Title City Solicitor
Date