

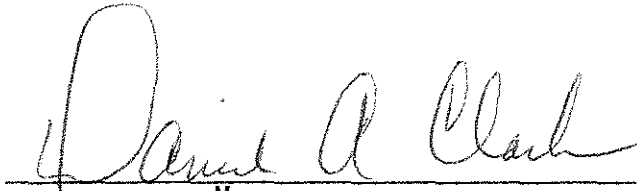
A RESOLUTION AUTHORIZING THE MAYOR
AND RECORDER TO ENTER INTO AN AGREEMENT)
FOR CODIFICATION SERVICES WITH BOOK)
PUBLISHING CO.)

RESOLUTION NO. 29
for 1979

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF LEBANON AS FOLLOWS:

Section 1: That the Mayor and Recorder of the City of Lebanon are hereby authorized and directed to enter into an agreement with Book Publishing Co. for codification of City Ordinances. A copy of said agreement is attached hereto and made a part hereof.

Passed by the Council by a vote of 4 for and 0 against and approved by the Mayor this 11th day of July, 1979.



Mayor

ATTEST:



Recorder

CODIFICATION OF ORDINANCES FOR THE MUNICIPALITY OF LEBANON,
OREGON. PUBLICATION OF FIFTY (50) COPIES OF THE CODE, PLUS
SUPPLEMENTATION SERVICE.

This contract covers complete editorial work of codification and the publication of fifty (50) copies of the code in BPC 8-1/2" x 11" MULTILITH FORMAT. Sample page showing the style of printing is attached in this contract following the signature page.

The code may be printed on one side of the sheet [], or on both sides of the sheet []. Choice is usually based on the probable size of the code to result in a single volume of convenient size.

CHARGE FOR EDITORIAL AND PRINTING SERVICES

8-1/2" x 11" Multilith Code of 350 pages \$5,250.00
Charge for more or credit for less than 350 pages -
Per Page . \$ 15.00
No charge for blank pages

BINDERS

[] Mechanical Loose-leaf Binders - Each \$ 9.00

MAP, DIAGRAM OR TABULAR PAGES

Extra Charge per page \$ 10.00

This charge applies to the basic code and future supplements.

TABBED DIVIDER PAGES

Book Publishing Company will supply tabbed divider pages for the main sections of the code at no charge.

(Additional tabbed divider pages are available.)

FREIGHT CHARGES

F.O.B. - Seattle.

SALES TAX

If a state sales tax is applicable to this work, the amount of such tax shall be added to the costs quoted in this Quotation and Agreement.

PAYMENT SCHEDULE

On signing of the contract, one-third of the basic bid is due for payment. An additional one-third payment is due when the Ordinance Analysis and Report is submitted to the municipal attorney.

The balance of the total cost of the code is due on delivery of the code books to the municipality.

By written agreement signed by the company and the municipality, the payment schedule may be extended over a longer period. Balances due later than sixty (60) days after delivery of the code books are subject to a late charge. A late charge of 1% per month may be imposed on all past due amounts.

WORKING COPIES OF ORDINANCES

The Municipality will supply to the Company two legible working copies of each ordinance which is printed on one side of the paper or three legible working copies of each ordinance which is printed on both sides of the paper. If working copies are not available, the Municipality will make the ordinance books available for duplicating. The Company will make duplicates of the ordinances necessary to the code and will charge the Municipality the Company's cost of having the ordinances duplicated.

TIME FOR COMPLETION

Time is of the essence. It is the intention of the Company with the cooperation of the Municipality to deliver the completed code volumes to the Municipality within one year of the receipt of codification material from the Municipality. Should delivery be delayed because of the Municipality's delay in performing its duties according to this contract, the Company shall have the right to increase the final cost of the code to compensate for any increase in labor, materials or overhead costs.

PRODUCTION SCHEDULE FOR CODE

THE COMPANY WILL, UNDER THE SUPERVISION OF THE MUNICIPAL ATTORNEY:

Prepare an Ordinance Analysis and Report upon receipt from the Municipality of the material to be included in the codification. In preparing this report, the Company will:

1. The Company will compile and edit the charter by inserting into their proper places all amendments. The ordinances will be checked against the charter and any apparent conflicts or inconsistencies will be called to the attention of the municipal attorney.

2. Examine all existing ordinances of a general and public nature or imposing a fine, penalty or forfeiture. The Company will separate and arrange such ordinances logically according to subject in numbered titles (first division) and chapters (second division). Each division will contain provisions similarly related and complete within themselves.

3. Examine the municipal provisions for apparent improprieties and conflicts. Such examination shall be performed with the approval of, and in cooperation with, the municipal attorney.

4. Formulate, draft and recommend a title and chapter outline of a proposed code structure and furnish to the municipal representative a copy of the outlined proposed code structure and classification of existing ordinances (Ordinance Analysis and Report). Such proposed structure and classification of ordinances will not be adopted until it has been approved by the municipal representative.

Municipal Action: Upon receipt of the Ordinance Analysis and Report, the municipal attorney will review the Report and recommend appropriate action to the municipal council on all items contained within the Ordinance Analysis and Report.

The municipal attorney shall review the Ordinance Analysis and Report and shall make all legal decisions.

Editorial Conference. Immediately after receipt of the Ordinance Analysis and Report, an editorial conference will be scheduled with the municipal attorney or authorized municipal representative and the Company representative. The conference will be held at a time mutually satisfactory to both the Company and the Municipality after the municipal attorney has had an opportunity to review the Ordinance Analysis and Report. During this conference, the Company representative and the Municipality will review the code structure analysis prepared by the Company in order to determine necessary changes in the Municipality's laws.

Upon completion of the editorial conference, the municipal attorney will draft and enact all amendments, repeals and new ordinances.

Code Editing: It will be the responsibility of the Company to prepare the code manuscript for typesetting and printing by:

1. Dividing each ordinance to be included in the code into short sections, so that each section will contain only one provision of law pertaining to only one subject, to the extent reasonably possible.
2. Technical codes which have been adopted by reference -- e.g., building, plumbing, electrical, and similar technical codes -- will be excluded from the municipal code unless the municipal representative directs the Company to include such technical codes. Ordinances adopting such technical codes by reference shall be included and classified in appropriate sections of the municipal code.
3. A table showing the disposition of each municipal ordinance will be prepared and included in the code volume.
4. Catchlines for each individual section of the code will be inserted at the beginning of each section.
5. A table of contents for each chapter will be prepared consisting of numerical listings of the catchlines of the individual sections in each particular chapter. A table of contents for each title will be prepared consisting of numerical listings of the chapters in each particular title.
6. An historical citation showing its legislative history and derivation will be prepared for each section of the code.
7. Cross references to related parts of the code will be prepared with proper and appropriate references in footnotes under the appropriate sections of the code.
8. Only the substantive provisions of each ordinance will be codified; provisions such as the title, ordaining clause and attestation clause of each ordinance being omitted to the extent permitted by law.
9. Where necessary, the language of existing ordinances will be edited, by revising into concise, modern and proper language to delete apparent conflicts, ambiguities and repetitious provisions. All substantive changes will be submitted to the municipal attorney for approval.
10. A complete and comprehensive index covering each section of the code will be prepared and included in the code volume.
11. Only experienced and qualified personnel will be employed in all editorial and codification work. The supervising editor will consult the Municipality, when necessary, and will keep the Municipality informed of the progress of all codification work.
12. The Municipality has the exclusive right to sell copies of the completed code and the loose-leaf supplement material.

WARRANTY AND DISCLAIMER

Where conflicts, inconsistencies or ambiguities are apparent to the Company, they will be brought to the attention of the municipal attorney for his consideration. The Company warrants only that the code will contain all of the currently effective ordinances provided to the Company by the Municipality as revised and amended according to instructions from the municipal attorney.

MECHANICAL SPECIFICATIONS

1. Upon completion of the editorial and codification work, the code will be reproduced according to the samples submitted and the style selected by the Municipality.

2. Binders shall be a loose-leaf style selected by the Municipality -- either the binder submitted as a sample, or a binder ordered at an additional cost, as specified by the Municipality. An appropriate title approved by the Municipality shall be imprinted on each binder.

3. All labor and materials for the completed code will be furnished by the Company.

SUPPLEMENT SERVICE

8-1/2" x 11" Multilith style page

ANNUAL EDITORIAL FEE. . . \$NONE
COST PER PRINTED PAGE . . \$13.00

1. Supplements will be published as often as requested by the Municipality. Supplement intervals may be changed at any time at the request of the Municipality.
2. Ordinances adopted by the Municipality are to be forwarded as they are enacted. The Company will edit such ordinances, appending appropriate headnotes, catchlines, cross references and explanatory notes, and reprint the page or pages of the code amended, removing the provisions superseded by the amendment and inserting the new provisions. The pages in the comprehensive index which are affected by the amendment will also be revised to take account of changes and new provisions, and will be reprinted.
3. Copies of the supplement pages for each code book together with insertion guides containing full instructions for insertion of all supplemental material and revised index pages, will be supplied to the Municipality.
4. Supplements will be in the style and format of the original codification.
5. Payment for the supplement service will be at the rate established in this agreement. Payment for supplement material is due on delivery to the Municipality of the supplement material.
6. The supplement service may be terminated by written notice of cancellation received not less than sixty (60) days prior to the editorial cutoff date for any one supplement.

ASSIGNATION, INTEGRATION AND MODIFICATION

When executed by both the Company and the Municipality, this agreement constitutes the entire agreement between the parties. There are no other agreements or representations not set forth in this agreement. This agreement incorporates all prior negotiations, agreements and representations. This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This agreement may not be modified except in writing, signed by the Company and the Municipality.

LAW OF WASHINGTON TO GOVERN

This agreement shall be governed by and construed in accordance with the laws of the State of Washington.

WAIVER

The waiver by any party of a breach of any provision of this agreement or the failure by any party to claim a breach of any provision of this agreement shall not constitute a waiver of any subsequent breach, or change the effect of or make that provision thereafter unenforceable in any way. Time is of the essence of this agreement.

This Quotation and Agreement constitutes a bid by Book Publishing Company, a Washington corporation, for the performance of the codification services described for the Municipality of Lebanon, Oregon as of June 4, 1979. If this Quotation and Agreement is executed by the Municipality within ninety (90) days of the date hereof, it shall be a binding contract between the Company and the Municipality.

BOOK PUBLISHING COMPANY
A Corporation

By Robert N. Frisby
President

By Lynn Bassett
Secretary

Accepted:

Date: July 11, 1979

MUNICIPALITY OF LEBANON, OREGON

By Daniel A. Clark
Mayor

ATTEST:

Edwin R. Ivey
Recorder

Chapter 8.24HOSPITALS AND INSTITUTIONAL HOMESSections:

- 8.24.010 Permits required.
- 8.24.020 Definitions.
- 8.24.030 Hospital types classified.
- 8.24.040 Institutional homes classified.
- 8.24.050 Definitions generally.
- 8.24.060 Changes in classification.

8.24.010 Permits required. It is unlawful for any person to establish, maintain or conduct in the city any hospital or institutional home as hereinbefore defined, without first having obtained a permit in writing therefor, from the food and sanitary division of the bureau of health. Such permit shall be granted only upon compliance with the provisions of this code applicable thereto. (Ord. 123 §1, 1969).

8.24.020 Definitions. A. For the purposes of this chapter, the terms "hospital" and "institutional homes" are hereby defined as follows:

1. "Hospital" means any institution devoted primarily to the rendering of healing, curing and nursing care, or healing, curing or nursing care, which maintains and operates facilities for the diagnosis, treatment and care of two or more nonrelated individuals suffering from illness, injury or deformity, or where obstetrical or other healing, curing or nursing care is rendered over a period exceeding twenty-four hours;

2. "Institutional homes" means any institution within the definitions of "maternity home," "nursing home," "home for the aged," "day nursery," "kindergarten," "child caring institution," and "group care home for physically handicapped or mentally handicapped children" as stated in this code.

B. The plural shall include the singular and the singular shall include the plural. (Ord. 123 §2, 1969).

8.24.030 Hospital types classified. A. For the purposes of administration, all hospitals shall be classified by the bureau of health in accordance with the following descriptive titles. Each title shall be selected and applied with due regard to the nature and purpose of the hospital and the definition applicable thereto. No hospital shall operate in any capacity beyond that indicated by the definition of its title: