

A RESOLUTION AUTHORIZING THE MAYOR)
AND CITY ADMINISTRATOR TO ENTER INTO)
A CONTRACT FOR CODIFICATION SERVICES)
WITH BOOK PUBLISHING COMPANY)

RESOLUTION NO. 30
for 1987

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

Section 1: That the Mayor and City Administrator of the City of Lebanon are hereby authorized and directed to enter into a contract with Book Publishing Company 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 6 for and 0 against and approved by the Mayor this 9th day of September, 1987.

Mayor

ATTEST:

City Administrator

FINAL EDITING AND PRINTING OF ORDINANCES FOR THE MUNICIPALITY OF
LEBANON, OREGON. PUBLICATION OF THIRTY-FIVE (35) COPIES OF THE CODE,
PLUS SUPPLEMENT SERVICE.

1. PARTIES. The parties to this contract are Lebanon, Oregon, (hereinafter Municipality) and Book Publishing Company (hereinafter Company or BPC).
2. GENERAL TERMS. It is the general intention of the parties that this contract cover complete final editing and publication of 35 copies of the code in BPC 8½ x 11 two-column composer format. A sample page showing the style is attached in this contract following the signature page.
3. CHARGE FOR EDITORIAL AND PRINTING SERVICES
 - 3.1. Base charge for 200-page code.....\$6200.00
 - 3.2. Charge for more than 200 pages, per page.....\$ 31.00
 - 3.3. No Charge for Blank Pages

THE NEXT SECTION OF THIS CONTRACT SHALL BE SECTION 6.

6. MAP, DIAGRAM OR TABULAR PAGES
 - 6.1. There will be an extra charge for each map, diagram or tabular page of.....15.00
 - 6.2. This charge applies to the basic code and future supplements.
7. FREIGHT CHARGES. F.O.B. - Seattle
8. SALES TAX.

If a state sales tax is applicable to this work, the amount of such tax will be added to the costs quoted in this contract.
9. CREDIT. Lebanon will receive a credit of \$1050 against the final cost for the above work. This credit is being given because Book Publishing Company has already completed and delivered the first phase of the codification project, the Ordinance Analysis and Report.

10. PAYMENT SCHEDULE.

- 10.1. On signing of the contract, one thousand dollars (\$1000.00) is due for payment.
- 10.2. The balance of the total cost of the code is due on delivery of the code books to the Municipality.
- 10.3. By written agreement signed by the Company and the Municipality, the payment schedule may be extended over a longer period. Balances due later than 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.

11. TIME FOR COMPLETION.

- 11.1. Time is of the essence. It is the intention of the Company, with the cooperation of the Municipality, to deliver the completed codes to the Municipality within one year of the receipt of codification material from the Municipality.
- 11.2. 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.

12. CODE EDITING: It will be the responsibility of the Company to prepare the code manuscript for typesetting and printing by:

- 12.1. 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.
- 12.2. Excluding technical codes which have been adopted by reference--e.g., building, plumbing, electrical, and similar technical codes--from the municipal code unless the Municipality's 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.

- 12.3. Preparing and including in the code volume a table showing the disposition of each municipal ordinance
- 12.4. Inserting catchlines for each individual section of the code at the beginning of each section.
- 12.5. Preparing a table of contents for each chapter 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.
- 12.6. Preparing an historical citation showing its legislative history and derivation for each section of the code.
- 12.7. Codifying only the substantive provisions of each ordinance; provisions such as the title, ordaining clause and attestation clause of each ordinance being omitted to the extent permitted by law.
- 12.8. Editing, where necessary, the language of existing ordinances by revising it 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.

13. INDEXING.

A complete and comprehensive index, covering each section of the code will be prepared and included in the code volume. The index will use detailed cross-referencing.

14. WARRANTY.

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 Representative.

15. PRINTING.

15.1. Upon completion of the editorial and indexing work, the code will be reproduced in Book Publishing Company's attached two-column composer page style.

15.2. The code is to be printed on:

one side of the sheet

both sides of the sheet.

The choice is usually based on the probable size of the code to result in a single volume of convenient size.

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

16. PERSONNEL.

Only experienced and qualified personnel will be employed in all editorial and codification work. The Customer Relations Representative will consult the Municipality when necessary and will keep the Municipality informed of the progress of all codification work.

17. SALE OF CODES.

The Municipality has exclusive rights to sell copies of the completed codes and looseleaf supplement material.

18. SUPPLEMENT SERVICE.

18.1. Annual editorial fee:.....\$ 150.00

18.2 Basic charge per page:.....\$ 21.50

18.3. Supplements will be published as often as requested. Supplement intervals may be changed at any time at the request of the Municipality.

- 18.4. Ordinances adopted by the Municipality are to be forwarded as they are enacted. Book Publishing 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.
- 18.5. Copies of the supplement pages for each code book, together with insertions guides containing full instructions for insertion of all supplemental material and revised index pages, will be supplied to the Municipality.
- 18.6. Supplements will be in the style and format of the original codification.
- 18.7. Payment for the supplement service will be at the rate established in this agreement. Payment is due on delivery to the Municipality of the supplement material.
- 18.8. The supplement service may be terminated by written notice of cancellation received not less than 60 days prior to the editorial cutoff date for any one supplement.

19. 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.

20. LAWS OF WASHINGTON TO GOVERN.

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

21. 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.

22. DURATION OF QUOTATION.

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. If this quotation and agreement is executed by the Municipality within 90 days of the date hereof, it shall be a binding contract between the Company and the Municipality.

Bid submitted July 23 1987

Book Publishing Company
A corporation

By Robert M. Fryer, President
and Janice C. Vollmer, Secretary

Accepted:

Date September 9, 1987

MUNICIPALITY OF LEBANON, OREGON

By Joseph P. Somers, Mayor

Joseph P. Somers, City Administrator

2.32.010 Term.

The city treasurer shall be elected for a four-year term at the same time the mayor is elected. If a vacancy occurs in the office of city treasurer it shall be filled by the mayor with the advice and consent of the city council, the person so appointed to hold office for the unexpired term of the officer elected. He shall receive such compensation as is set from time to time by ordinance of the city council; provided however, the compensation may not be changed during his term of office. (Ord. 12 § 1, 1959)

2.32.020 Bond.

The city treasurer shall give a bond in such sum as may be required by the council, but the bond shall not be less than the amount required by statute. The bond shall be conditioned upon the faithful performance by the treasurer of the duties of this office, and to indemnify the city for any loss due to any neglect of duty or wrongful act on the part of the treasurer. (Ord. 12 § 2, 1959)

2.32.030 Duties generally.

A. The city treasurer shall receive all money paid into the city, either directly from the person paying it, or from the hands of such other officer as may receive it.

B. He shall keep records showing all money received by him, the source from which it was received, and the purpose for which it was paid out.

C. He shall keep a separate account of each fund or appropriation, and the debts and credits belonging thereto.

D. He shall pay out money only on vouchers or orders properly signed by the city clerk and the mayor. (Ord. 12 § 3, 1959)

2.32.040 Receipts and warrants.

A. The city treasurer shall receive and safely keep all money which comes into his or her hands as treasurer, for all of which he or she shall execute triplicate receipts, one to be filed with the

city clerk. He or she shall receive all money due the city and disburse it on warrants issued by the clerk, countersigned by the mayor, unless the clerk, mayor pro-tem or mayor is ill, on vacation or deceased, then the deputy clerk shall sign in the absent official's stead, and not otherwise. He or she shall deliver to the clerk the duplicate receipts for all money received and all cancelled warrants as evidence of money paid.

B. The treasurer shall sign all treasurer's checks unless ill, on vacation or deceased, then the city clerk shall sign in the absent treasurer's stead. (Ord. 12 § 4, 1959)

2.32.050 Bank accounts.

The city treasurer shall be responsible for setting up all bank accounts for the city, shall make all monetary deposits at the banks and savings and loan associations and shall keep the books and records of each and every monetary transaction dealing in the funds of the city. (Ord. 12 § 5, 1959)

2.32.060 Annual budget.

The city treasurer shall also assist in the preparation of the annual budget and shall submit to the mayor an itemization of all receipted revenue for the preceding year and, in order to comply therewith, shall keep records of the sources of all revenue of the city and provide the same to the mayor and to the members of the city council as from time to time may be requested. With regard to the preparation of the budget itself, the treasurer shall only be responsible for preparing the revenue sections of the same. (Ord. 12 § 6, 1959)

2.32.070 Additional duties.

The city treasurer shall perform such other duties as may be required by statute or Ordinance. (Ord. 12 § 7, 1959)

2.32.080 Water billing.

The city treasurer shall have the duty of preparing and mailing the water billing to all city