

RESOLUTION NO. 27-93
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER C. Mark King ON THE
17th DAY OF May, 1993.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AGREEMENTS BETWEEN THE CITY OF CENTERVILLE AND THE JUSTINIAN PUBLISHING COMPANY FOR THE RECODIFICATION OF THE CENTERVILLE MUNICIPAL CODE.

WHEREAS, the City requested proposals from professional codifiers for the recodification of the Centerville Municipal Code;

WHEREAS, The Justinian Publishing Company submitted the low and best proposal.

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

SECTION 1. That the City Manager is hereby authorized and directed to do all things necessary to execute Agreements between the City of Centerville, Ohio, and The Justinian Publishing Company for the recodification of the Centerville Municipal Code, the listing of Tables of Special Ordinances and for Continual Updating and Revision of Codified Ordinances. Said Agreements shall be those which are attached hereto, marked Exhibit "A" and incorporated herein.

SECTION 2. This Resolution shall become effective at the earliest date allowed by law.

PASSED this 17th day of May, 1993.

Bruce A. Conpton
Deputy Mayor of the City of
Centerville, Ohio

ATTEST:

Maui S. Sauls
Clerk of the Council of the
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number 27-93, passed by the Council of the City of Centerville, Ohio, on the 17th day of May, 1993.

Maile M. Laughlin
Clerk of Council

Approved as to form, consistency
with the Charter and Constitutional Provisions.
Department of Law
Robert N. Farquhar
Municipal Attorney

**CODIFICATION PROPOSAL
FOR THE
CITY OF
CENTERVILLE, OHIO**

SUBMITTED BY

THE JUSTINIAN PUBLISHING COMPANY

**2940 NOBLE ROAD CLEVELAND, OHIO 44121
(216) 381-6400 FAX (216) 381-0639**

THE JUSTINIAN PUBLISHING COMPANY

Consulting and Codification

AGREEMENT

An Agreement dated April 2, 1993, between the Municipality of Centerville, Ohio (hereinafter called the Municipality) and The Justinian Publishing Company (hereinafter called the Contractor) in consideration of mutually agreed upon promises and conditions set forth herein.

WHEREAS, the Municipality is in need of having its legislation reviewed, codified, edited and published, and

WHEREAS, the Contractor is skilled in such matters,

NOW THEREFORE, the Municipality and the Contractor agree as follows:

A. The Contractor shall:

1. Review the 1974 Codified Ordinances, the 1990 Code of Ordinances and all ordinances and resolutions of the Municipality enacted since 1974 to determine what material is suitable for inclusion. Compensation and classification provisions shall not be codified unless requested.
2. Submit a list, to the proper Municipal officer, of those ordinances and resolutions that the Contractor will need copies of for manuscript purposes.
3. Evaluate all selected material to determine which provisions are obsolete, repealed expressly or by implication, vague, inapplicable or in conflict with State law, Federal law, case law, the Municipal Charter or other ordinance or resolution provisions and refer questions on the same to the Municipal Legal Officer or other Municipal official so that the same may be satisfactorily resolved. All provisions shall be examined in the light of present conditions and practice so that they conform to actual practices of the Municipality.
4. Meet with the Municipal Legal Officer and other Municipal officials periodically as is reasonably necessary to review the work and to obtain approval thereof. The advice and counsel of other officials shall be sought to assure that all essential administrative functions, responsibilities, duties and powers, not sufficiently covered by State statutes, ordinances, resolutions or other law, are adequately provided for.

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5. Submit to the Municipal Legal Officer or other Municipal official suggestions as to deletions from, modifications of, and additions to, current legislative material. Model and sample ordinances or codes and sample ordinances of other municipalities will be submitted for this purpose.
6. Edit all selected and approved material by correcting all spelling, capitalization, grammatical and typographical errors and matters of form, but no substantive changes shall ever be made without the express authorization of the Municipal Legal Officer or other Municipal official.
7. Classify and arrange the selected and approved material into component codes (called parts), titles, chapters and sections, with suggested code names as follows: Administration; Traffic; General Offenses; Business Regulation and Taxation; Streets, Utilities and Public Services; Planning and Zoning; Building and Housing; and Fire Prevention. A part containing the Charter shall preface the codes.
8. Prepare and include in the Codified Ordinances descriptive headings for each title, chapter and section.
9. Arrange all selected and approved material to conform with the numbering and classification system used by the Contractor.
10. Substitute proper code, title, chapter and section or subsection numbers for in-text references to other provisions in the Codified Ordinances so as to conform with the numbering and classification system used by the Contractor.
11. Substitute the words "this code," "this chapter," or "this section" for "this ordinance" whenever the sense requires it.
12. Prepare and include in the Codified Ordinances a legislative history for each section or subsection, noting the ordinance or resolution number and its date of passage or the date of passage, and the authority for same, of rules and regulations. Sections or subsections without histories or with the words "Adopting Ordinance" following them are or contain new matter which will be ordained by the Adopting Ordinance, that is, the ordinance that adopts the Codified Ordinances.
13. Prepare and include in the Codified Ordinances a general index for the entire Codified Ordinances. Separate or component code indexes will be used only if the nature of the component code does not lend itself to inclusion in the general index.
14. Prepare and include in the Codified Ordinances a Table of Contents for each component code, a title analysis for each title, and a chapter analysis for each chapter.

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15. Prepare and include in the Codified Ordinances a Comparative Section Table indicating the location of ordinances or resolutions in the Codified Ordinances, and a parallel reference table, indicating all references to the Ohio Revised Code in the Codified Ordinances.
16. Prepare and include in the Codified Ordinances cross references for each chapter to related sections, chapters and component codes of the Codified Ordinances and to relevant provisions of the Municipal Charter and State law.
17. Codify and include in the Codified Ordinances, by reference only, technical codes, such as Building, Housing, Electrical and Plumbing Codes, or any other technical or separately published code or ordinance, as agreed by the Contractor and the Municipality.
18. Allow the Municipality to reprint at any time, in whole or in part, the Codified Ordinances.
19. Submit the composed, camera-ready plates of the Codified Ordinances (or a copy thereof) to the Municipality for final review and approval prior to printing the Codified Ordinances.
20. Print and publish all the selected and approved material, as edited, arranged, classified, numbered and modified, pursuant to the terms of this Agreement, in a loose-leaf book, called the Codified Ordinances of Centerville, Ohio.
21. Print and publish 100 copies of the Codified Ordinances. The format, page size, type size and headings shall be similar to that which is attached hereto and marked "Exhibit A" or as otherwise agreed by the Contractor and the Municipality.
22. Print and publish 50 copies of the Codified Ordinances in hard-cover post-type binders of Dupont Fabrikoid, or similar material, dark blue with the City Seal printed in gold on the cover (unless otherwise agreed by the Municipality and the Contractor), with gold imprinting and with plastic covered, imprinted thumb-tab dividers. The remaining copies shall be bound in hard-cover ring-type binders, also with plastic covered, imprinted thumb-tab dividers.
23. Furnish additional copies of the Codified Ordinances, or any component code, or additional binders as requested by the Municipality, according to Section B.2 of this Agreement.
24. Prepare an Adopting Ordinance and all summaries and notices required by law, for the purpose of approving, adopting and enacting the Codified Ordinances, and submit the same to the Municipal Legal Officer for his or her review and introduction to the legislative authority of the Municipality.
25. Furnish the Municipality with 5.25-inch high density floppy disks containing the entire Codified Ordinances of the Municipality compatible with WordPerfect format and IBM personal computers.

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B. The Municipality shall:

1. Pay the Contractor \$ 11,800.00 for its services and products set forth in Part A of this Agreement payable as follows:
Twenty percent (20%) upon execution of this Agreement by the Municipality;
Forty percent (40%) within 30 days after approval of the manuscript by the Municipality's Law Director or other proper Municipal official;
Forty percent (40%) within 30 days after delivery of the Codified Ordinances or any number of copies thereof for review and adoption.

This price is based upon a Code of unlimited pages.

2. (a) Pay the Contractor \$ 1.00 per page, per 25 copies, for additional copies of the Codified Ordinances or any component code or part thereof.
(b) Pay the Contractor \$ 20.00 per binder for any additional hard-cover post-type binders requested.
3. Permit the Contractor to copyright the Codified Ordinances, if it wishes, to protect against use of its classification system, cross references, index and other material without its permission.
4. Pay delivery charges of the Codified Ordinances from Cleveland, Ohio, to Lyndhurst, Ohio.
5. Pay a FINANCE CHARGE OF 1% per month (annual percentage rate of 12%) on all sums due and not paid within the periods prescribed in paragraph B.1.

- C. 1. This Agreement is subject to acceptance by the Municipality within 60 days of its date.
2. The Municipality and the Contractor agree to a closing date of all codifiable material within 270 days of the acceptance of the Agreement.
3. The Municipality and the Contractor accept this Agreement including the attached Supplemental Agreement for Tables of Special Ordinances.

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

THE JUSTINIAN PUBLISHING COMPANY
CLEVELAND, OHIO

THE MUNICIPALITY OF
CENTERVILLE, OHIO

By Sarah Bennett

By _____

Title Marketing/Sales Manager

Title _____

Date April 2, 1993

Date _____

CERTIFICATION (IF REQUIRED)

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 law.

Fiscal Officer

THE JUSTINIAN PUBLISHING COMPANY

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SUPPLEMENTAL AGREEMENT
(Option for Tables of Special Ordinances)

- A. The Contractor agrees to prepare, print and publish as part of the Codified Ordinances lists of certain ordinances and resolutions, to be styled "Tables of Special Ordinances," from August 21, 1989, by their number, their date of passage and a brief description of their subject matter.

The ordinances to be listed shall be those relating to the following subjects:

- (1) Franchises
- (2) Easements
- (3) Vacating of streets and alleys
- (4) Dedication and plat approval
- (5) Acquisition and disposal of real property
- (6) Lease of real property
- (7) Street grade levels and change of street name
- (8) Annexation and detachment of territory
- (9) Zoning map changes

- B. The Municipality agrees to pay the Contractor \$-0- for its product and services set forth in Part A of this Supplemental Agreement, payable within ten days after delivery of the published copies of the Codified Ordinances.

THE MUNICIPALITY OF
CENTERVILLE, OHIO

By _____

Title _____

Date _____

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SUPPLEMENTAL AGREEMENT FOR CONTINUAL UPDATING AND
REVISION OF CODIFIED ORDINANCES

An Agreement dated April 2, 1993, between the Municipality of Centerville, Ohio (hereinafter called the Municipality) and The Justinian Publishing Company (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 and revision 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, by revising the General Index thereof and by making all necessary cross-reference changes. In addition, the Contractor shall revise 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, hole-punch, wrap 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. (100 copies)
- 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.\$ 400.00 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) per 100 copies.
 - c.\$ 8.00 per replacement page which is unchanged (the reverse side of a changed page) per 100 copies.
 - d.\$ 1.00 per replacement page for 25 extra copies of component code pages, if desired.

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All sums shall be adjusted annually using the Bureau of Labor Statistics CPI-U Index, seasonally adjusted.

All sums are payable within 30 days after receipt of the sets of Replacement Pages by the Municipality.

3. Pay delivery charges of the sets of Replacement Pages from Cleveland, Ohio, to Centerville, Ohio.
 4. Pay a FINANCE CHARGE OF 1% per month (annual percentage rate of 12%) on all sums due and not paid within the period prescribed in paragraph B.2 hereof.
- 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 written 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

THE MUNICIPALITY OF
CENTERVILLE, OHIO

By Sarah Bennett

By _____

Title Marketing/Sales Manager

Title _____

Date April 2, 1993

Date _____

CHAPTER 612
Alcoholic Beverages

612.01	Definitions.	612.06	Posting liquor age and firearm warning signs.
612.02	Sales to underage persons; prohibitions and misrepresentations.	612.07	Open container prohibited.
612.03	Sales to intoxicated persons.	612.08	Hours of sale or consumption.
612.04	Liquor consumption in motor vehicle.	612.09	Conveying intoxicating liquor onto grounds of detention facilities or other institutions.
612.05	Permit required.		

CROSS REFERENCES

See section histories for similar State law
 Liquor Control Law - see Ohio R.C. Ch. 4301
 Suspension of beer and liquor sales by Ohio Director of Liquor Control
 during emergency - see Ohio R.C. 4301.251
 Liquor permits - see Ohio R.C. Ch. 4303
 Local option - see Ohio R.C. 4303.29
 Driving or physical control while intoxicated - see TRAF. 434.01
 Definitions generally - see GEN. OFF. 606.01
 Disorderly conduct while voluntarily intoxicated - see GEN. OFF.
 648.04(b)
 Using weapons while intoxicated - see GEN. OFF. 672.03

612.01 DEFINITIONS.

As used in this chapter:

- (a) "Alcohol" means ethyl alcohol, whether rectified or diluted with water or not, whatever its origin may be, and includes synthetic ethyl alcohol. Such term excludes denatured alcohol and wood alcohol.
- (b) "Beer," "malt liquor" and "malt beverages" include all brewed or fermented malt products containing one-half of one percent or more of alcohol by volume but not more than six percent of alcohol by weight.
- (c) "Intoxicating liquor" and "liquor" include all liquids and compounds, other than beer, as defined in subsection (b) hereof, containing one-half of one percent or more of alcohol by volume which are fit to use for beverage purposes, from whatever source and by whatever process produced, by whatever name called and whether the same are medicated, proprietary or patented. Such phrase includes wine, as defined in Ohio R.C. 4301.01(B)(3), even if it contains less than four percent of alcohol by volume, mixed beverages, as defined in Ohio R.C. 4301.01(B)(4), even if they contain less than four percent of alcohol by volume, alcohol and all solids and confections which contain any alcohol.