

RESOLUTION NUMBER 19-87  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN Brooks Compton ON THE  
15th DAY OF June, 1987.

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

THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES THAT:

SECTION 1. The City Manager is hereby authorized and directed to do all things necessary to execute a Contract between the City of Centerville, Ohio, and the American Legal Publishing Company for the recodification of the Centerville Municipal Code. Said Contract shall be that which is attached hereto, marked Exhibit "A" and incorporated herein.

SECTION 2. This Resolution shall become effective immediately upon passage.

PASSED this 15th day of June, 1987.

Shirley F. Herms  
Mayor of the City of  
Centerville, Ohio

ATTEST:

Maile J. Paul  
Clerk of the Council of the  
City of Centerville, Ohio

C E R T I F I C A T E

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 19-87, passed by the Council of the City of Centerville, Ohio, on the 15th day of June, 1987.

Maile J. Paul  
Clerk of Council

Approved as to form, consistency with existing ordinances, the charter and constitutional provisions.

Department of Law  
Robert N. Farquhar  
Municipal Attorney

American Legal Publishing Co.  
133 West Fourth Street  
Cincinnati, Ohio 45202

CITY OF CENTERVILLE  
100 W. SPRING VALLEY ROAD  
CENTERVILLE, OHIO 45459-6399

### RECODIFICATION AGREEMENT

March 19, 1987

WHEREAS, the City of Centerville, a municipal corporation in the State of Ohio (hereinafter referred to as "Municipality"), has need of recodification of its existing ordinances and resolutions, as well as other optional related services;

WHEREAS, American Legal Publishing Co., (hereinafter referred to as Publisher), an Ohio Corporation, desires to perform such services for Municipality.

NOW THEREFORE, in consideration of the mutual benefits to be derived from entering into and performing this Agreement and the mutual promises and covenants contained herein, the parties agree as follows:

#### I. THE PUBLISHER SHALL:

- (1) Examine the Municipality's Charter (if any), and prior code of ordinances, and all ordinances or resolutions provided by the Municipality, select the materials to be recodified, and provide the Municipality with a listing of materials to be included. The Municipality will provide clear copies of all materials necessary to perform the recodification, including two clear and up to date copies of any previously published code of ordinances.
- (2) Review all materials selected for statutory conformity and conflict with existing state, federal, and applicable case law, as well as other ordinances and resolutions and the Municipality's charter. Such conflicts will be brought to the attention of the Municipal Attorney.
- (3) Classify all ordinances and resolutions which are of a general and permanent nature into titles, chapters, and sections, according to subject matter. All ordinances repealed by implication, or which are outmoded or antiquated, shall be disposed of in accordance with the recommendations of the Municipal Attorney.
- (4) Make changes to effect uniformity of style and to correct typographical and spelling errors, grammar, and usage. Substantive changes shall not be made in the wording of the ordinances. Suggestions for additions or changes in the ordinances will be submitted to the Municipal Attorney.

- (5) Utilize its computerized storage system and staff of attorneys for research of appropriate higher law and program the entire Code of Ordinances (hereinafter referred to as "Code") into the computer memory system, with on-line storage provided on 10-Megabyte Disks and transformed to 9 inch magnetic archive diskettes, to facilitate instant retrieval for future code updating.
- (6) Prepare title, chapter, and section headings.
- (7) Prepare a legislative history of each section, citing the ordinance number and date of passage of the current ordinance, amending ordinances, and the location of the applicable penalty section.
- (8) Prepare a complete and comprehensive index to the Code.
- (9) Prepare a table of contents and sectional analysis for each chapter.
- (10) Prepare statutory cross-references to sections of the state statutes and references to other pertinent parts of the Code where applicable. These references shall appear at the end of the section to which they apply.
- (11) Prepare Tables of Special Ordinances listing chronologically in groups those ordinances in certain subject areas that the Municipality and the Publisher mutually agree to be pertinent. These tables shall list the ordinance number, passage date, and a brief description of the ordinance.
- (12) Prepare Parallel Reference Tables showing:
  - (a) The disposition of ordinances (in numeric sequence) included in the codification (Ordinance to Code);
  - (b) A listing of code sections based on state statutes (Statute to Code);
  - (c) A listing of prior code sections incorporated into the new code. (Old Code to New Code).
- (13) Confer with the Municipal Attorney during the course of codification, whenever the Publisher or Municipal Attorney considers a conference necessary, to review the Publisher's work or to discuss proposed changes, additions, or deletions to existing ordinances.
- (14) Provide the Municipality a consultation service, for:

- (a) Updating ordinances in conflict with state and federal statutes;
  - (b) Providing model ordinances when requested.
- (15) Deliver to the Municipality, within 6 months from receipt of the materials deemed necessary by the Publisher to begin the codification, one copy of a manuscript of the Code and one set of corresponding legal and editorial notes for the Municipality's examination.
- (16) Hold a manuscript conference to make final corrections, additions, and deletions to the Code and to address all legal and editorial questions. Any of the pages of the manuscript may be changed at this time. After the final conference, no additional changes are to be made. Any further changes, additions, or deletions shall be made in the future supplements to the Code in accordance with V (1) of this Agreement.

When the manuscript, and any changes thereto made by the Municipality, is returned to the Publisher, such return of the manuscript shall be deemed final authorization by Municipality to publish the Code as returned.

- (17) Deliver to the Municipality, within 3 months of receipt of the corrected manuscript, 100 printed copies of the Code meeting the following specifications:
- (a) Type to be as shown in the attached Exhibit A;
  - (b) Format to be two columns per page;
  - (c) Printing to be computer-controlled electrostatic;
  - (d) Page size to be 8 1/2" x 11";
  - (e) Printed on high quality paper;
  - (f) All copies to be in hard cloth-covered, 3-ring or post, dark blue loose leaf binders. All binders shall have the Municipality's name and seal stamped in gold and shall contain divider tabs.
- (18) Grant to the Municipality the right to reprint the Code of Ordinances, in whole or in part, at any time, for the purposes of the Municipality, and the right to distribute by sale, or otherwise, as the Municipality

sees fit, notwithstanding any copyrighted material of the Publisher contained therein.

- (19) The Publisher shall also deliver the following to the Municipality at the time of the final delivery of the codes:
- (a) A draft of an adopting ordinance for the code, a copy of which shall become a part of the code following its passage.
  - (b) A certificate as part of the code that the Mayor and Council certify that the general and permanent ordinances of the City of Centerville, as revised, rearranged, compiled, renumbered, codified and printed are correctly set forth.
  - (c) A roster of all officials and officers of the City of Centerville set out at the front of the code.
  - (d) Floppy Disk(s) (5 1/4 inch) upon which the code information has been stored. These disks shall be compatible with an IBM Personal Computer and a Word Perfect format.

**II. THE MUNICIPALITY SHALL:**

- (1) Make available copies of all material necessary to complete the recodification process.
- (2) Permit the copyright of the Code by the Publisher, as published pursuant to this Agreement, to protect the Publisher against the use of its classification, cross-references, index, and other material without its permission. This permission to copyright does not waive the Municipality's rights to all material as set out in Paragraph I (18) above.
- (3)
  - (a) Return to the Publisher a draft of an adopting ordinance and the manuscript of the Code including deletions or additions thereto within 60 days after receipt of manuscript.
  - (b) Extension of Time Charge. If the Municipality fails to return the manuscript within the 60 days provided in (a) above, all charges contained in this agreement shall increase at the rate of 1 1/2% per 30 days delay, or part thereof.
- (4) Pay to the Publisher as a base price, the sum of \$ 10,400 for its services set out in Section I, payable as follows:

Forty percent (40%) within 30 days after Publisher commences work under this Agreement and invoice;

Forty percent (40%) within 30 days after submission of the manuscript and invoice;

The balance within 30 days after delivery of the printed Code books and invoice.

- (5) Pay any invoices within 30 days of the invoice date. Invoices outstanding beyond the 30 day period shall be subject to a late payment equal to 2% of the unpaid balance per month, or part thereof.
- (6) Advise the Publisher prior to the start of the ordinance review of any substantive ordinances that may be in the process of revision so that Publisher will not perform editorial review of ordinances that are soon to be amended or repealed. In such cases, Publisher shall reserve those code sections and include the new ordinance during the codification process or in a future supplement, depending on when the material is received. Once editorial work has been completed by the Publisher on any ordinance containing more than five code pages and a replacement ordinance is passed, the Municipality shall pay the additional sum of \$ 17.00 per page.

### III. DISTRIBUTION.

The Publisher shall ship at its cost, by common carrier, the number of codes or supplements ordered and the Municipality may direct that different portions of the shipment be made at various locations within the municipality at no additional cost.

### IV. TABULAR MATERIALS.

Tabular material. The base price and per page prices in this agreement, including those in V and VI herein are based upon production of a normal page of flowing composition. Should a page or pages of the code contain drawings, forms, tables, charts or the like, an additional charge of \$5.00 per page shall be charged for production of such page(s).

### V. OPTIONAL SERVICES.

- (1) Five year supplemental service plan: At the option of the Municipality, as exercised in paragraph VI below, for a period of five years after delivery of the Code;

(a) The Publisher shall:

1. Examine the ordinances and resolutions as submitted by the Municipality;
2. Incorporate those materials to be included in the Code according to the subject matter in the existing code, or where there is no existing legislation on the subject, at a logical location in the Code.
3. Make necessary changes in wording of the materials to bring about uniformity of style and to correct typographical errors;
4. Prepare a legislative history of each affected section citing the ordinance or resolution number and date of passage of the ordinance or resolution;
5. Revise or make additional entries to chapter summaries, tables of special ordinances, cross-reference tables, and general index as necessary to reflect the incorporation of additional, changed or deleted material.
6. Advise the Municipality of changes in state statutes that materially affect provisions of the Code of ordinances based upon such statutes and, unless otherwise directed by the City, make changes in those provisions in order to bring the Code into conformity with same.
7. Deliver to the Municipality 100 printed copies of supplemental pages including an instruction sheet to insure correct replacement of pages.

(b) The Municipality shall:

1. Provide copies of each ordinance or resolution as it is enacted;
2. Pay to the Publisher the sum of:  
  
\$ 17.00 per new page or old page containing additions or deletions or changes, \$ -0.00- per back-up page; plus an editorial fee of \$ 250.00 for one supplement per calendar year, all adjusted at the time of invoicing for supplements produced in the

second, third, fourth, and fifth years of this agreement to reflect any decrease or increase in the U. S. Consumer Price Index from the date of delivery of the Code of Ordinances. The base for adjustment shall be the U. S. Consumer Price Index rate for the month in which the code was delivered.

3. Update the Code of Ordinances at least once every 12 months;
4. Have the right to terminate the supplemental service plan during the five-year period by serving the Publisher with written notice of its intent to terminate. This written notice shall be sent by certified mail at least ninety days before the projected delivery date of the next supplement. Unless otherwise specifically agreed upon by the parties, the projected delivery date shall be the anniversary of the date the Municipality received the Code.

(2) Pamphlets. At option of the Municipality, as exercised in paragraph VI below:

(a) Pamphlets, sized for 8-1/2 x 11 copy, containing component parts of a Code, such as the Charter, Traffic Code or Land Use Regulation when ordered prior to commencement of printing of the Code may be obtained at the following prices:

50 copies of pamphlet - .075 per impression (printed page)  
75 copies of pamphlet - .070 per impression (printed page)  
100 copies of pamphlet - .065 per impression (printed page)

(b) Each pamphlet can be separately indexed, however, an additional charge for separate index to be mutually agreed upon.

(c) Vinyl 3 ring binders with Title and Municipality Name stamped thereon: \$3.75 per binder.

(3) Additional Copies of Code. If ordered prior to commencement of the printing of the Code, the Municipality, at its option exercised in paragraph VI below may purchase additional copies of the Code at \$40.00 per copy.

(4) Payment:

Payment for optional services shall be made by Municipality to Publisher within 30 days of delivery and invoice. Invoices remaining unpaid beyond 30 days from the invoice shall be subject to a late payment penalty of 2% of the unpaid balance per month, or part thereof.



VI. EXERCISE OF OPTIONS. The Municipality, by the initials of the person executing the agreement on its behalf, exercises the following options:

(1) Five year supplemental service plan as provided in paragraph V (1) Initial

(2) Pamphlets, as provided in paragraph V (2), to cover the following subjects: Initial

Charter	50	75	100	YES	_____
Traffic and General Offenses Code	50	75	100	YES	_____
Zoning Code	50	75	100	YES	_____
Subdivision	50	75	100	YES	_____
Combined Land Use Regulations	50	75	100	YES	_____
Other _____	50	75	100	YES	_____
Vinyl Binders for above				YES	_____
Index Pamphlets above				YES	_____

(3) Additional copies of Code as provided in paragraph V (3).

Number Ordered

Initial

VII. TRANSMITTAL AS OFFER:

The transmittal of this Agreement to Municipality unexecuted by Municipality is an offer by Publisher to perform the stated services at the price and upon the terms and conditions herein and shall be subject to acceptance by Publisher's receipt of the agreement executed by Municipality no later than May 31, 1987 unless such date is extended in writing by Publisher.

IN WITNESS WHEREOF the parties to this contract have hereunto set their hands on the date(s) indicated:

IN THE PRESENCE OF:

THE MUNICIPALITY OF:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
BY \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

NOTE: Please be certain to indicate choice of format and optional services found on previous page of this agreement.

THE AMERICAN LEGAL PUBLISHING CO.

BY Stephen G. Wolf  
Stephen G. Wolf

TITLE President

DATE March 19, 1987

0006A/10-5-81

## Section

**PARKING GENERALLY**Parking Generally

- 75.01 Obstructional parking; double parking
- 75.02 Manner of parking
- 75.03 Limitations of stopping and parking
- 75.04 Restrictions and prohibitions on designated streets
- 75.05 Parking restricted to allow street cleaning
- 75.06 Loading and unloading; loading zone fees
- 75.07 All night parking; abandoned vehicles
- 75.08 Parking on parade route
- 75.09 Parking on off-street facility
- 75.10 Owner responsibility
- 75.11 Parking in parks
- 75.12 Parking on the wharf
- 75.13 Library parking and traffic
- 75.14 Display of parked vehicle for sale
- 75.15 Parking with handicapped permits
- 75.16 Parking facilities that force vehicles to cross public sidewalks and curbing prohibited
- 75.17 Exemption for armored vehicles

Impounding

- 75.20 City tow lots
- 75.21 Removal of abandoned or illegally parked vehicles
- 75.22 Removal of vehicle by owner-operator
- 75.23 Towing and custodian care charges
- 75.24 Supplemental emergency wrecker service
- 75.25 Reports by custodian of city tow lots
- 75.26 Sale of vehicle
- 75.27 Release of vehicle from tow lots

Parking Meters

- 75.30 Definitions
- 75.31 Overtime parking
- 75.32 Proceeds from meter operation
- 75.33 Installation and maintenance of meters
- 75.34 Meter space markings
- 75.35 Time limitations
- 75.36 Loading zones and taxicab stands
- 75.37 Loading in metered space
- 75.38 Parking fee rates and zones
- 75.39 Construction or maintenance zone permit

Snow Emergency

- 75.45 Announcement of snow emergency
- 75.46 Termination of emergency
- 75.47 Snow emergency routes
  
- 75.99 Penalty

§ 75.01 OBSTRUCTIONAL PARKING; DOUBLE PARKING.

(A) It shall be unlawful for any person to leave any commercial or industrial vehicle or any other thing that may be a nuisance, obstruction, or hindrance in or on any public way within the city either during the day or night, except while the vehicle is being loaded or unloaded and such loading or unloading operation is actually taking place or while the cab of the vehicle is occupied by the driver thereof.

(B) It shall be unlawful for any person to stop or park any vehicle on the roadway side of any other vehicle stopped or parked at the edge or curb of a street. ('61 Code, §§ 341.01, 341.04; Am. Ord. 51-1980, approved 4-11-80) Penalty, see § 75.99 (A)

§ 75.02 MANNER OF PARKING.

(A) It shall be unlawful for the operator of any vehicle to stop or park the vehicle in a manner other than with its right-hand side toward and parallel with the curb, except that where parking is permitted on the left side of a one-way street, the left-hand side shall be so parked, and except for commercial loading and unloading on one-way streets.

(B) No vehicle shall be parked or left standing on any street unless its two right wheels are within six inches of and parallel with the curb, except that on one-way streets where parking is permitted on the left side the two left wheels are to be within six inches of and parallel with the curb.

(C) No vehicle shall be backed to the curb on any street, except that wagons and trucks may do so when loading and unloading provided that such loading and unloading and delivery of property and material shall not consume more than 30 minutes. Such backing of trucks or wagons is prohibited at all times and on all streets in the city where any truck or wagon so backed interferes with the use of the roadway of moving vehicles or buses or occupies road space within ten feet of the center line of the street. The animals attached to a vehicle which has been backed to the curb shall be turned parallel with the curb in the direction of traffic on the same side of the street.

(D) The Director of Works may establish diagonal parking at certain places, requiring the parking of vehicles at a certain angle to the curb and within a certain portion of the roadway adjacent thereto. However, diagonal parking shall