

ORDINANCE NO. 2009 - 82

**AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AMERICAN LEGAL PUBLISHING FOR THE RECODIFICATION OF THE ORDINANCES FOR THE CITY OF MASON IN AN AMOUNT NOT TO EXCEED \$20,000.00**

WHEREAS, pursuant to Section 4.15 of the Mason Charter, the Council may cause the ordinances of the municipality to be revised, codified, recodified, rearranged or published in book form; and

WHEREAS, American Legal Publishing Corporation has previously contracted with the City of Mason to perform such codification and recodification; and

WHEREAS, Council for the City of Mason has now determined that it is in the best interest of the City to perform a comprehensive recodification of the general and permanent Ordinances of the City of Mason.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio, seven members elected thereto concurring:

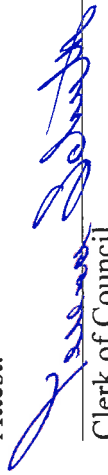
Section 1. That the City Manager is hereby authorized to enter into a contract with American Legal Publishing Corporation substantially in the form of the contract attached hereto as Exhibit "A" and incorporated herein by reference regarding the recodification of the Ordinances of the City of Mason.

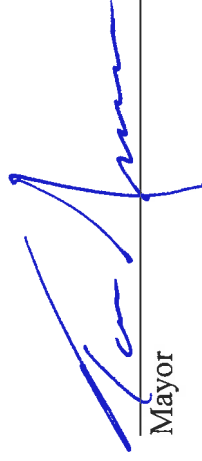
Section 2. That the Finance Director is hereby authorized to pay American Legal Publishing Corporation an amount not to exceed \$20,000.00 pursuant to the terms of the contract attached hereto.

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

Passed this 13<sup>th</sup> day of July, 2009.

Attest:

  
Clerk of Council

  
Mayor

RECODIFICATION COST AND SERVICES SUMMARY

American Legal Publishing proposes to recodify the ordinances for Mason, Ohio, at the following price:

I. Base Cost

\$17,275

Includes

- a. Number of Copies of Mason's Code (includes binders and divider tabs) 10
- b. Legal Analysis
  - i. Research Internal Consistency
  - ii. Research State Law Consistency
  - iii. Legal and Editorial Research and Report
- c. Special Features
  - i. Tables of Special Ordinances
  - ii. Parallel References
  - iii. Comprehensive Index
  - iv. Tabular Matter (Tables, Charts, Graphs)
  - v. Code on CD-ROM (WordPerfect, MS Word compatible)

II. Variable Cost: Freight/Shipping

III. Time to Completion

- Number of Months Until Manuscript 4 months
- Number of Months Until Completed Code (after return of manuscript) 3 months
- Number of Days for Updated Supplements, including Statutory Updates 45 days

IV. Optional Services that may be ordered:

- a. Supplement Service  
8 1/2" x 11" Format  
i. Single-column \$18/per reprinted page  
ii. Dual-column \$21/per reprinted page
- b. Subscription Service YES
- c. Pamphlets (With cardstock cover)  
Per Impression (Printed Page)
  - i. 1-50 copies \$.075
  - ii. 51-99 copies \$.070
  - iii. 100 copies or greater \$.065
  - iv. Pamphlet Binders \$11.95 each
- d. Folio VIEWS Search and Retrieval Software

Documents in Folio:

- i. Code of Ordinances (includes one license) \$995
- ii. Future Supplements of Folio Code (cost is in addition to editing charge for printed pages):
  - Annual update: \$195 includes up to 100 pages
  - Six month updates: \$150 for each 6 month period; includes up to 75 pages each update
  - Quarterly updates: \$100 for each quarter, includes up to 50 pages each update
  - Excess pages charged at \$1.95 each

(assumes Folio update is in conjunction with update to printed supplement; special pricing to be provided if Folio is updated more often than the printed book)
- iii. Phone Support No Extra Charge

Optional Services:

- i. Additional read-only licenses (one time fee) \$50 each
  - ii. Additional CD's \$60 each
  - e. Code on the Internet (after conversion into Folio) \$300 per year
  - f. Access and Search other codes on American Legal Publishing's Website No charge
- V. Terms (can be budgeted over two fiscal years)
- i. Forty Percent (40%) due upon acceptance of this agreement.
  - ii. Forty Percent (40%) within 30 days of receiving the manuscript.
  - iii. Balance 30 days after receiving and reviewing legal report and delivery of the completed code.

## CODIFICATION AGREEMENT

June 12, 2009

The City of Mason, a municipal corporation in the State of Ohio (“Municipality”) and American Legal Publishing Corporation, (“Publisher”), an Ohio corporation, agree as follows:

### I. THE PUBLISHER SHALL:

- (1) Examine the Municipality’s Charter and prior code of ordinances, and all ordinances or resolutions provided by the Municipality and determine which materials are to be codified. Fees listed in the code book will be consolidated into one Fee Schedule.
- (2) Utilize its staff of attorneys to review all materials to be codified for conformity and conflict with existing state statutes and federal law, as well as other ordinances and resolutions. Such conflicts will be brought to the attention of the Municipal Attorney in a written report.
  - (a) The report may include notice of and suggestions for resolving the following:
    - Apparent conflicts with referenced state and federal statutes and administrative regulations;
    - Repealed, renumbered, or obsolete state and federal statutory citations;
    - Apparent conflicts with prominent federal case law; and
    - Internal discrepancies such as duplications, ambiguities, and obsolete terminology.
  - (b) Suggest new provisions which the Municipality should consider including in the code, and suggest deleting old provisions which are no longer necessary.
  - (c) The review will not involve re-drafting of entire chapters by the Publisher. However, the Publisher will provide model ordinances to the Municipality upon request if in possession of such models.
  - (d) At the option of the municipality, hold a conference with municipal representatives to review the report. The Municipality will not be billed for time of the American Legal staff attorney if it chooses this option, but will be billed for travel expenses.

Note: The review performed by the Publisher should not be considered as a substitute for the competent advice of your City Attorney, especially based on his/her in-depth knowledge of city practices and procedures, and American Legal Publishing is in no way assuming the role of attorney for the municipality. Land Use sections of the code are especially specific to the locality and are thus only subject to cursory review and comparison with the rest of the code. *(A Sample Report is attached to indicate the type of comments that are likely to be contained in the report for Mason.)*

- (3) Classify all ordinances and resolutions which are of a general and permanent nature into titles, chapters, and sections, according to subject matter.
- (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) Prepare:
  - (a) Title, chapter, and section headings.
  - (b) A table of contents and sectional analysis for each chapter.
  - (c) A legislative history for each section, citing the ordinance number and date of passage, as indicated on copies of ordinances supplied to the Publisher.
  - (d) Statutory cross-references to sections of the state statutes and to other pertinent parts of the Code where applicable. These references shall appear at the end of the section to which they apply.
  - (e) Tables of Special Ordinances listing chronologically those ordinances in certain subject areas that the Municipality finds to be pertinent.
  - (f) Parallel Reference Tables showing:
    1. The disposition of ordinances (in numeric sequence) included in the codification (Ordinance to Code).
    2. A listing of code sections based on state statutes (Statute to Code).
    3. A listing of prior code sections incorporated into the new code if applicable (Old Code to New Code).
  - (g) An index (which will be created after the first draft of the Code is submitted).
- (6) Provide the Municipality with model or sample ordinances when available and upon request, at no additional charge.
- (7) Deliver to the Municipality, within 4 months from receipt of the materials deemed necessary by the Publisher to begin the codification (prior code, ordinances and new code questionnaire), one copy of a draft of the Code for the Municipality's examination.
- (8) If necessary, hold a conference to make final corrections, additions, and deletions to the Code. The Municipality will be billed for the travel expenses of the American Legal staff attorney. The Municipality may present changes to pages of the draft at the conference. 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 III(3) of this Agreement. When the draft, and any changes thereto made by the Municipality, is returned to the Publisher, such return of the draft shall be deemed final authorization by the Municipality to publish the Code as returned. If additional conferences are requested by the Municipality which require the travel of a member of the staff of the Publisher, then the Municipality shall be advised what the additional cost, if any, for such conference will be.
- (9) Deliver to the Municipality, within 3 months of receipt of the corrected draft, 10 printed copies of the Code meeting the following specifications:
  - (a) Type to be single or dual column, at the option of the Municipality
  - (b) Page size to be 8½" x 11"

- (c) Printed on high quality paper
  - (d) All copies to be in hard-covered, 3-ring, loose leaf binders. All binders shall have the Municipality's name stamped in gold and shall contain divider tabs.
- (10) Provide a sample adopting ordinance to the Municipality.

**II. THE MUNICIPALITY SHALL:**

- (1) The Municipality will provide clear copies of all materials necessary to perform the codification, including an up to date copy of any previously published code of ordinances.
- (2) After receipt of the draft of the code and legal report described in paragraph I (2), the Municipality shall have 60 days to review the draft and report and to return to the Publisher its comments about the draft and its answers to the legal report. In the alternative, if the Municipality opts for the legal conference described in paragraph I (8), it must contact the Publisher within 60 days to set up a meeting date. The meeting, itself, need not occur within the same 60 day period. If the Municipality fails to either return its comments and answers to the legal report within 60 days or, if applicable, to set up a meeting date, the Municipality may request that the Publisher extend the deadline in writing. The Publisher may adjust the contract price to cover any increased costs due to the Municipality's delay.
- (3) The Publisher agrees to include in the final version of the Code all ordinances adopted by the Municipality up to the time the manuscript is originally due back to the Publisher under the provisions of (2) above. The Municipality agrees that any ordinances adopted after this date shall be included at the Publishers' supplement rates at the time of the inclusion of these ordinances into the code.
- (4) (a) Pay to the Publisher for shipping of the final code order, and as a base price, the sum of \$17,275 for its services set out in Section I, payable as follows:
  - Forty percent (40%) due upon acceptance of this agreement;
  - Forty percent (40%) within 30 days after submission of the manuscript and invoice;The balance 30 days after receiving and reviewing the legal report and final delivery of the printed Code books plus invoice.

**III. OPTIONAL SERVICES.**

The Municipality, by the initials of the person executing the agreement on its behalf, exercises the following options:

INITIAL

- (1) Code Format: (Initial one only)

- (a) Single-column format
- (b) Dual-column format



(2) Five year supplemental service plan:

For a period of five years after delivery of the code:

(a) The Publisher shall:

1. Incorporate into the code new pertinent ordinances submitted by the Municipality.
2. Revise or make additional entries to the table of contents, parallel reference tables, and index as necessary to reflect the incorporation of additional, changed or deleted material.
3. Within 45 days, deliver to the Municipality 10 printed copies of supplemental pages with an instruction sheet for directing the placement of the new pages in the code.
4. Incorporate changes in state statutes that materially affect provisions of the Code based upon such statutes and, unless otherwise directed by the Municipality, make changes in those provisions in order to bring the Code into conformity with the same.

(b) The Municipality shall:

1. Provide a copy of ordinances or resolutions passed subsequent to publication of the previous code supplement;
2. Pay to the Publisher the sum of \$18 per reprinted single column page or \$21 per reprinted dual column page, plus shipping and handling.

The prices above are for a five-year period and cannot be changed except for adjustments in the second, third, fourth, and fifth years of this agreement to reflect any decrease or increase in the United States Consumer Price Index calculable from the month of delivery of the Code.

- (c) Upon completion of the five-year period, this agreement shall automatically renew itself from year to year except that either party may alter or cancel the terms of this agreement at any time upon ninety days written notice.



(3) Code on CD-ROM (word processing program):

At no additional charge, the Publisher will provide the code on CD-ROM in one of the following formats (*circle one*): WordPerfect or Microsoft Word compatible (formatting might be slightly different than in WordPerfect file used to create code)

(4) Subscribers Service:

The Publisher will operate a subscription service upon the Municipality's request as follows (minimum of 15 subscribers required):

- (a) Subscribers can be charged in advance or at time of shipment if they wish to subscribe to the supplements. The total cost for this subscription will be for a year's worth of supplements.
- (b) Subscribers of the complete code will be required to pay in advance of shipment by check or credit card.
- (c) The Publisher will incur all mailing costs for the marketing of the code. Order forms with an announcement of the codes and supplement service availability will be included in this mailing.

- (d) Any law firms, realtors, businesses, libraries or other interested parties contacted may inquire about code orders by using the Publisher's toll-free number.
- (e) The Publisher will print subscribers' orders as needed, and will not require the Municipality to either pre-purchase copies or store extra copies.

(5) Pamphlets:

(a) Pamphlets, sized for 8½" x 11" copy, containing component parts of a Code, with a cardstock cover, may be ordered: (*circle desired topic and insert number of copies*):

Charter	# of copies	_____
Traffic/General Offenses Code	# of copies	_____
Zoning Code	# of copies	_____
Subdivision	# of copies	_____
All Land Use Regulations	# of copies	_____
Other	# of copies	_____

- (b) Cost:
  - 1-50 copies of pamphlet — 7½ cents per printed page
  - 51-99 copies of pamphlet — 7 cents per printed page
  - 100 or more copies of pamphlet — 6½ cents per printed page
- (c) Optional 3-ring pamphlet binders (\$11.95 each) \_\_\_\_\_
- (d) Pocket sized pamphlets are available at rates to be agreed upon.

(6) Folio VIEWS Search and Retrieval program:

(a) The Publisher shall provide the Municipality's code in the Folio format on CD-ROM with complete instructions and one copy of a manual for \$995.



- (b) Additional Licenses and CDs:
  - Additional network licenses (one-time fee of \$50 each) \_\_\_\_\_
  - # \_\_\_\_\_ of additional licenses
  - Additional CD's (\$60 each; \$10 to receive updated CD in future) \_\_\_\_\_
  - # \_\_\_\_\_ of CD's



(c) Future Supplements of Folio Code (cost is in addition to editing charge for printed pages):



- Annual update: \$195 includes up to 100 pages
- Six month updates: \$150 for each 6 month period; includes up to 75 pages each update
- Quarterly updates: \$100 for each quarter, includes up to 50 pages each update
- Excess pages charged at \$1.95 each

(assumes Folio update is in conjunction with update to printed supplement; special pricing to be provided if Folio is updated more often than the printed book)



(d) Code on the Internet (after Folio conversion) at \$300 per year.  
\*fee will increase by 5% per year

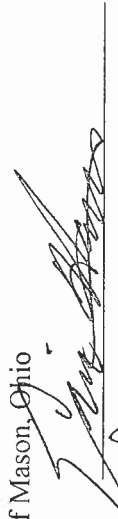
(e) Access and Search other codes on American Legal Publishing's Website No charge

**IV. TRANSMITTAL AS OFFER.**

The transmittal of this Agreement to the Municipality is an offer by the Publisher to perform the stated services at the prices and terms referenced within the Agreement. This offer will expire if not executed by the Municipality by October 31, 2009, unless such date is extended in writing by the Publisher.

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

City of Mason, Ohio



By

American Legal Publishing Corporation

By Ray Bullman

City Manager

Title

Title Staff Attorney

Date: 7/16/09

Date 6/15/09