

TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 13, SERIES 2013

**A RESOLUTION APPROVING THE CONTRACT WITH COLORADO CODE
PUBLISHING COMPANY TO PROVIDE CODIFICATION SERVICES**

WHEREAS, the Town of Timnath Town Council wishes to approve the contract with Colorado Code Publishing Company, for professional services relating to the Timnath Municipal Code Codification.

WHEREAS, Colorado Code Publishing Company will provide professional services relating to codification.

**BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH,
COLORADO:**

Section 1. The Town of Timnath Town Council agrees to contract with Colorado Code Publishing Company as set forth in EXHIBIT A, attached hereto.

Section 2. Effective Date

This Resolution shall be effective upon June 11, 2013

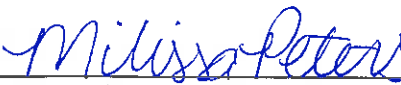
PASSED, APPROVED AND ADOPTED THIS 11TH DAY OF JUNE 2013.

TOWN OF TIMNATH, COLORADO



Jill Grossman-Belisle, Mayor

ATTEST:



Milissa Peters, Town Clerk



AGREEMENT FOR MUNICIPAL CODE RECODIFICATION

THIS AGREEMENT is made and entered into this _____ day of _____, 2013, by and between COLORADO CODE PUBLISHING COMPANY, a Colorado corporation, hereinafter referred to as the "Publisher," and the TOWN OF TIMNATH, COLORADO, a Colorado municipal corporation, hereinafter referred to as the "Municipality."

WITNESSETH: Upon the mutual promises, covenants and considerations furnished by the parties hereto, it is agreed as follows:

1. **Publishing Service.** The Publisher agrees to undertake on behalf of the Municipality the publishing services which are described herein, at the price established herein.

2. **Recodification.** The Publisher agrees to convert the existing municipal code and general legislative ordinances into a Municipal Code for adoption by the Municipality.

a. *Cost of Service.* The cost for the project is ten thousand dollars (\$10,000.00), which includes ten (10) finished copies of the completed Code. Initially, additional copies of the completed Code are available at the cost of approximately sixty dollars (\$60.00) per Code book, depending on the size of the book. It is estimated that the final Code will consist of four hundred (400) pages, including the table of contents and index.

b. *Payment.* The Municipality shall pay to the Publisher the sum of three thousand dollars (\$3,000.00) upon execution of this Agreement. Within twenty (20) days after delivery to and acceptance by the Municipality of the first draft of the work, the Municipality shall pay to the Publisher the sum of four thousand dollars (\$4,000.00). The Publisher will not invoice the Municipality for the remaining portion of the work until completion of such work and acceptance of such work by the Municipality. Upon completion and acceptance of the remaining portion of the work and receipt of the invoice from the Publisher for such services, the Municipality shall pay to the Publisher the balance due. The total contract price shall not exceed the price of ten thousand dollars (\$10,000.00), except as provided in Paragraph i. below.

c. *Editorial Analysis and Ordinance Review.* The Publisher shall examine the existing code and all ordinances of the Municipality, as well as any proposed to be added to the existing code, for the purpose of determining which code provisions and ordinances are appropriate for adoption in the Code, which have been repealed, amended or superseded and which are recommended to be included for adoption in the adopted Code prior to final printing and assembly of the finished Code.

d. *Review by Municipality.* The Code draft, including documents, ordinances or any other matters which are suggested for inclusion in the Code, shall be submitted to the Municipality for review, amendment or additional work desired. In addition, all work provided by the Publisher and its final product shall be submitted to the Municipal Attorney for review. Any review of the work by the Municipal Attorney shall not relieve the Publisher of its obligations under this Agreement.

e. *Timetable.* The procedure and timetable for codification are as follows:

1) Within one (1) month after the contract is awarded, the Publisher will assist the Municipality to gather the work for review with Municipal officials.

2) The Publisher will enter the existing code, ordinances and other related materials into a computer-based word processing system for organizing, editing, construction of tables and indexing. A substantially complete first draft and analysis will be printed and delivered to the Municipality within four (4) months from receipt of the work, for the Municipality to review, analyze and edit as desired. Provisions regarding the land use portion of the Code are set forth in Paragraph j. below.

3) Within three (3) months after editing by the Municipality and return of the work to the Publisher, additions and corrections will then be made, and the Code will be printed, assembled, placed in binders by the Publisher and delivered to the Municipality for final adoption by ordinance.

f. *Adoption Process.* Prior to adoption of the Code, the Publisher shall prepare the draft of an ordinance which adopts the Code by reference, repealing any ordinances inconsistent therewith, as well as providing for such other ordinances or amendments which are necessary for adoption in conjunction with the final publication of the Code as desired by the Municipality. The Publisher shall also provide the Municipality with a sample Notice of Public Hearing, to be published as part of the adoption process, and shall assist the Municipality in completing the adoption of the Code.

g. *Formatting Features.* Formatting options are numerous. The Publisher recommends a two-column-per-page format and printing on both sides of each page. If a different formatting option is preferred, there is no additional charge. The paper is recycled 20# bond/50# offset. The preferred color is ivory, assisting in readability.

h. *Binders.* The Code will be assembled in a two-inch "swing-hinge" binder with divider tabs, acetate first sheet and last sheet protector, in medium blue color, with the Municipality's name embossed on the binder in gold letters. The hardware and binder are unique and offer the most suitable application for municipal code work, providing easy access to the Code contents, without the damage to contents often associated with ring or post binders.

i. *Additional Ordinances.* Ordinances passed subsequent to the Publisher's provision of the draft Code and after review by the Municipality shall be included in the Code prior to adoption, at the rate of fifteen dollars (\$15.00) per changed or updated page. There will be no charge for the first fifteen (15) pages of the Code which are revised by such ordinances. Provisions regarding the proposed land use ordinance are described in Paragraph j. below.

j. *Land Use.* The Municipality is in the process of preparing a land use code, to be added to the final Code as part of the adoption process and the recodification services. At no additional charge, the Publisher shall assist the Municipality in the layout, numbering and formatting of the land use code, to coordinate with and be similar to the format of the Code.

k. *Electronic Version.* The Publisher shall furnish, upon request, the complete adopted Code in MS Word or other commonly available software, on CD to the Municipality at no additional charge.

3. **Reduced Versions.** A reduced version of portions of the adopted Code is available for use by various departments of the Municipality. The reduced version is printed on 5.5" x 8.5" paper and is contained in a 6" x 9" three-ring binder. For instance, a version suitable for use by the Police Department, containing enforcement provisions of the Code, is available at the price of twenty-one dollars (\$21.00) per book. The reduced version is updated with supplements, as described in Section 4 below, at a reasonable per-page rate.

4. **Supplementation Services.** The Publisher agrees to maintain the Municipal Code by the publication of looseleaf supplements as follows:

a. *Publishing Service.* The Publisher agrees to provide a Code supplementation service which provides amendments to the adopted Municipal Code. Such amendments shall include revisions to the Code since the date of the last supplementation, including changes in text, table of contents, index and legislative history.

b. *Timetable for Publication.* The Publisher agrees that, upon receipt of the ordinances from the Municipality, it will undertake and complete the work of supplementation within forty-five (45) days thereafter and mail the completed work to the Municipality.

c. *Editorial Analysis.* The Publisher will analyze the changes that are included in the adopted ordinances to determine their effect on the existing Code. All affected pages, including table of contents and index pages, will be replaced as part of the supplement. The Ordinance Disposition Table and Table of Up-to-Date Pages will be updated with each supplementation.

d. *User Assistance.* Each supplement will contain an information sheet to assist the individual user in posting the supplement. Instructions will be provided for removal of deleted pages and insertion of new pages.

e. *Cost of Services.* The cost for each supplemented page is twenty-two dollars (\$22.00) per set for each page. A page is considered to be the area on one (1) side of a sheet of paper. The number of sets of each page will correspond with the number of Codes provided to the Municipality under Section 2 above, up to twenty-five (25) sets of the supplement at the above cost. As an example of the cost, when a page is supplemented, the Municipality shall receive up to (25) sets of that page for a total cost of twenty-two dollars (\$22.00). In the event more than twenty-five (25) sets are provided, the cost per page will be adjusted. The cost for each request of an updated electronic copy is sixty-five dollars (\$65.00) for the Code on CD.

f. *Mailing.* Upon completion of the work, the Publisher will mail the completed supplements to the Municipality for distribution.

5. **Internet Code Service.** Upon the request of the Municipality, the Publisher agrees to provide at its website, www.colocode.com, Internet service for the Municipal Code as described below, at the price established herein:

a. *Conversion.* The Publisher shall convert the Municipal Code to a .pdf format at the rate of seventy-five cents (\$0.75) per page when accomplished with the initial recodification process described in Section 2 above.

b. *Supplementation Update.* The Publisher shall update the Municipal Code in .pdf format after supplements are made to the Code, at the rate of one dollar (\$1.00) per supplemented page.

c. *Monthly Maintenance.* The Publisher shall host the Municipal Code as last supplemented at its website at a monthly cost of approximately forty dollars (\$40.00), payable in quarterly installments of approximately one hundred twenty dollars (\$120.00). The actual monthly cost is dependent upon the number of pages contained in the Code book and will be determined after adoption of the Code.

d. *Disclaimer.* Included with the first web page of the Code is information showing the latest ordinance contained in the Code, together with the disclaimer that the Internet version is for reference purposes only, and that the official Code is the printed version maintained by the Municipal Clerk.

e. *Internet Timetable.* Conversion of the Code will be accomplished within thirty (30) days after initial service, and online updates will be accomplished within fifteen (15) days of completion of the supplementation.

6. **Interim Updates.** When the Municipality accepts the services described in Section 5 above, online interim supplementation service is available, in order to maintain the Internet Code as current as possible.

a. *Schedule for Interim Update.* After adoption of an ordinance affecting the Code, the Municipality shall provide such ordinance to the Publisher in electronic format. The Publisher shall provide an interim update on line for the affected Code sections and accompanying legislative history. The updated information will be highlighted in the online version of the Code. No changes shall be made to the tables of contents, tables or index until they are incorporated into the printed supplementation described below.

b. *Interim Information.* Included with the first web page of the Code is information stating that the interim supplement contains updated language through a certain ordinance, and that the interim text is highlighted in yellow.

c. *Supplementation.* The Publisher shall prepare and distribute a printed supplement to the Code book as described in Section 4 above. The supplement will include all ordinance amendments contained in the interim updates. Complete updates will be incorporated into the online Code at that time, including the tables of contents, tables and index, and the yellow highlights will be removed.

d. *Interim Update Rate.* The Publisher shall prepare an interim update based upon each ordinance provided, and shall incorporate the changes into the section of the Code as it appears on line, at a cost of four dollars (\$4.00) per page of affected text. The number of affected pages shall be determined by the Publisher based on the Code pages as they appear on line.

e. *Timetable.* The interim update will be accomplished within two (2) weeks after the Publisher receives the adopted ordinances.

7. **Payment for Services.** Upon completion of any of the work described herein, the Publisher will invoice the Municipality for the work performed. All shipping and handling shall be paid by the Municipality. The Municipality will promptly pay the amount due on the invoice within twenty (20) days after receipt of the Publisher's invoice.

8. **Term.** The term of this Agreement shall be in effect for a period of one (1) year and shall be automatically renewed thereafter for succeeding one-year terms until five (5) years hereafter unless sooner terminated. The Municipality may terminate the Agreement upon thirty (30) days' written notice. The Publisher may terminate the Agreement after one (1) year upon thirty (30) days' written notice. The parties may at any time modify the terms of this Agreement in writing.

IN WITNESS WHEREOF, the Publisher has caused this Agreement to be executed by its officers and affixing the corporate seal thereto, and the Municipality has caused this Agreement to be executed by its officials and affixing its seal thereto, the day and year first above written.

COLORADO CODE PUBLISHING COMPANY

By _____
John H. Huisjen, President

ATTEST:

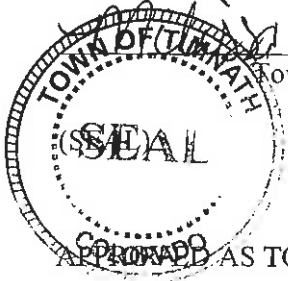
Sherry A. McWethy, Secretary

(SEAL)

TOWN OF TIMNATH, COLORADO

By _____
Mayor

ATTEST:

Town Clerk


AS TO FORM:

Town Attorney