

Illinois Codification Services

PHONE: 618/539-5771 - POST OFFICE BOX 69
FREEBURG, ILLINOIS 62243-0069

RESOLUTION NO. 2009-6

WHEREAS, the Illinois Codification Services, hereinafter referred to as the "**Service**", hereby offers to edit and codify the resolutions/ordinances and publish a Code of Ordinances for the **County of Union, Illinois** a municipal corporation duly organized and existing under the laws of the State of Illinois, hereinafter referred to as the "**County**";

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS OF THE COUNTY OF UNION, ILLINOIS THAT THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY, NAMELY:

A. MECHANICAL SPECIFICATIONS.

- (1) **PRINTING.** The text of the Code will be in bold ten-point type unless otherwise specified. Upon completion of the editorial research and codification work, the Code will be reproduced according to the samples submitted.
- (2) **PAPER.** The specified number of copies of the Code will be set out on 24 pound bond paper or better.
- (3) **PAGE SIZE.** Unless otherwise agreed, the page size shall be approximately 11" x 8 1/2" in size.
- (4) **BINDERS.** The **Service** will bind copies of the completed codes in mechanical, loose-leaf, three-ring clear-view binders, each cover to be printed "**COUNTY OF UNION, ILLINOIS, REVISED CODE OF ORDINANCES**".
- (5) **SEPARATORS.** The **Service** will furnish five (5) separator tabs at various intervals in the Code.
- (6) **LABOR AND MATERIALS.** All labor and materials for the completed Code will be furnished by the **Service**.

B. COMPOSITION WORK. The **Service** will, under the review and supervision of the State's Attorney for the **County**:

- (1) Classify, edit and codify the resolutions and ordinances of general and permanent nature passed in final form by the **County** as of the date of this contract; provided, however, that the

County may forward to our offices, all resolutions/ordinances passed subsequent to said date for inclusion in the new Code, up to the time of the final preparation of the Code.

- (2) Edit the resolutions/ordinances referred to in paragraph (1) above so that the provisions of the new Code will be expressed in concise, modern, and proper phraseology, without conflicts, ambiguities and repetitious provisions. Material changes resulting thereby shall be submitted to the State's Attorney for the **County** for consideration and approval.
- (3) Each chapter of the new Code shall be all inclusive and shall embrace all resolutions/ordinances dealing with the subject matter of that chapter, and within the chapter itself the resolutions/ordinances shall be arranged in an orderly and logical fashion.
- (4) Technical codes which have been adopted by reference--e.g., building, plumbing, electrical, and similar technical codes--will be excluded from the Code unless the municipal representative directs the **Service** to include such technical codes in toto. Resolutions/ordinances adopting such technical codes by reference shall be included and classified in appropriate sections of the Code.
- (5) Only the substantive provisions of each resolution/ordinance will be codified; provisions such as the title, ordaining clause and attestation clause of each resolution/ordinance being omitted to the extent permitted by law.
- (6) Inform the State's Attorney for the **County** or the county representative of all outmoded or obsolete resolutions/ordinances and of all apparently conflicting provisions of resolutions/ordinances where amendment, repeal or new legislation is deemed necessary or advisable or which he, in turn, may recommend to be repealed by the County Commissioners.
- (7) Prepare resolution/ordinance and date history for each section of the Code wherever this is possible.
- (8) During the course of the editorial work, the **Service** will make recommendations for new provisions where, in its opinion, there is an obvious need for legislation on specific subjects. However, since the need for new provisions is of a local nature and varies from municipal to municipal, the **Service** will rely primarily upon the **County** to request specific recommendations as to new provisions.

- (9) The State's Attorney for the **County** or the county representative shall accept or reject any or all of the recommendations submitted by the **Service**. The State's Attorney or county representative shall make all legal decisions and determine all legal questions and shall be responsible to the corporate authorities for such determination.
- (10) All editorial work will be performed in the offices of the **Service** in Freeburg, Illinois. Upon completion of the basic editorial research, the **Service** will conduct, if necessary, an editorial conference with the county authorities. The **Service** shall supply three (3) draft copies of the Code for review prior to the conference.
- (11) Upon completion of the post conference work, the **Service** will notify the **County** that the Code is ready for printing. No resolutions/ordinances will be included in the Code enacted subsequent to such notice.
- (12) When the printing is complete, the **Service** will submit three (3) or more copies bound for adoption along with a form of a suggested adopting ordinance.

C. THE COUNTY WILL:

- (1) **Working Copy of Resolutions/Ordinances.** The **County** will supply to the **Service** one (1) legible working copy of each resolution/ ordinance which is printed on one (1) side of the paper. If a working copy is not available, the **County** shall make the ordinance books available to the **Service** for duplicating. The **Service** will make duplicate copies of the resolutions/ordinances necessary to the Code and will charge the **County** the **Service's** cost in having the resolutions/ordinances duplicated.
- (2) **Conference.** The **County** will immediately, after receipt of the draft copies of the code and the resolution/ordinance report, begin to review the report and recommendations. Within five (5) months of the submission of the resolution/ordinance report, an editorial conference will be scheduled in the **County** between the county authorities or the State's Attorney and **Illinois Codification Services**. The conference will be held at a time mutually satisfactory to both the **Service** and the **County**. At this conference, the rough code manuscript will be reviewed in order to determine recommended or needed changes in the laws of the **County**.
- (3) **Post Conference Work.** Upon completion of the editorial conference conducted in the **County**, it will be the responsibility

of the **County** to draft and enact all amendments, repeals, and new resolutions/ordinances agreed to by the **County**. In most cases, the amendments, repeals and new resolutions/ordinances will be included in the Code upon original publication. However, in those cases where changes or additions will be extensive, the **County** may omit selected provisions from the original codification. Omitted provisions will then be included in a later supplement.

D. BASIC COST AND PAYMENT SCHEDULE. The basic cost for the work of editing, printing and binding the Code as herein provided to be paid for by the **County**, shall be as follows:

- (1) 10 Complete Codes on 24 pound paper providing for 250 pages at a cost of \$4,400.00.*

PLUS N/A CODES WITHOUT BINDERS FOR FILING.

* Less than 250 Pages: Subtract \$13.00 Per Page.

* More than 250 Pages: Add \$13.00 Per Page.

*ADDITIONAL CODES WILL BE PROVIDED AT \$70.00 PER COPY.

- (2) The costs as provided above are based on a page containing type for ordinary composition. In the event the Code should contain tables, drawings, designs, algebraic formulae and the like, for which either engraved cuts or other methods of reproduction other than straight linotype operation are required, the cost of such engravings or tabular matter will be additional to the costs as provided in paragraph (1) above.
- (3) Money due hereunder shall be due and payable by the **County** as follows:

(a) Upon signing this agreement:	\$ <u>1,100.00</u>
(b) Submission of draft copies:	\$ <u>1,100.00</u>
(c) At the time of conference:	\$ <u>1,100.00</u>
(d) Extra Pages billed upon submission of final draft:	\$ _____
(e) Upon final delivery:	\$ <u>1,100.00</u> *

- * In some cases, the **County** prefers to have three (3) advance copies of the Code delivered. These are used to officially adopt the Code. If this procedure is followed, the balance of the total cost of the Code is due to the **Service** upon delivery of the three (3) advance Code books to the **County**.

- (4) **TIME FOR COMPLETION.** Time is of the essence. It is the intention of the **Service** to deliver the completed code volumes to the **County** within **one (1) year** of the signing of this contract. Should delivery be delayed because of the **County's** delay in performing its duties according to this contract, the **Service** shall have the right to increase the final cost of the Code to compensate for any increase in labor, materials or overhead cost. This cost shall not exceed **two percent (2%)** per month of the basic cost after the anniversary of this contract.
- (5) **BUDGET BILLING.** The Service would be willing to work with the County to extend the payments due over a two year period.

This contract is a valid proposal for a period of 90 days from the date of its submission to the County.

BID SUBMITTED: \$4,400.00

BY: **Frank X. Heiligenstein, D/B/A
ILLINOIS CODIFICATION SERVICES
FREEBURG, ILLINOIS 62243**

DATE: March 2, 2009

SIGNED: _____

This resolution is accepted and approved by the County Commissioner of Union County this 16 day of March, 2009.

SIGNED:

COUNTY CHAIRMAN John Hain

COUNTY CLERK Bobby Jones

(SEAL)