

Revised Code Update

RESOLUTION NO. 2022-01

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEWTON, ILLINOIS THAT THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY, NAMELY:

A. MECHANICAL SPECIFICATIONS.

- (1) **PRINTING.** The text of the Code will be in 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) **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 Attorney for the **Municipality**:

- (1) Classify, edit and codify the ordinances of general and permanent nature passed in final form by the **Municipality** as of the date of this contract; provided, however, that the **Municipality** may forward to our offices, all 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 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 Attorney for the **Municipality** for consideration and approval.

- (3) Each chapter of the new Code shall be all inclusive and shall embrace all ordinances dealing with the subject matter of that chapter, and within the chapter itself the 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. 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 ordinance will be codified; provisions such as the title, ordaining clause and attestation clause of each ordinance being omitted to the extent permitted by law.
- (6) Inform the Attorney for the **Municipality** or the municipal representative of all outmoded or obsolete ordinances and of all apparently conflicting provisions of ordinances where amendment, repeal or new legislation is deemed necessary or advisable or which he, in turn, may recommend to be repealed by the corporate authorities.
- (7) Prepare 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 **Municipality** to request specific recommendations as to new provisions.
- (9) The Attorney for the **Municipality** or the municipal representative shall accept or reject any or all of the recommendations submitted by the **Service**. The Attorney or municipal 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 requested, an editorial conference with

the municipal authorities. The **Service** shall supply five (5) draft copies of the Code for review prior to the conference.

- (11) Upon completion of the post conference work, the **Service** will notify the **Municipality** in writing that the Code is ready for printing. No 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 MUNICIPALITY WILL:

- (1) **Working Copy of Ordinances.** The **Municipality** will supply to the **Service** one (1) legible working copy of each ordinance which is printed on one (1) side of the paper. If a working copy is not available, the **Municipality** will make the ordinance books available to the **Service** for duplicating. The **Service** will make duplicate copies of the ordinances necessary to the Code and will charge the **Municipality** the **Service's** cost in having the ordinances duplicated.
- (2) **Conference.** The **Municipality** will immediately, after receipt of the draft copies of the code and the ordinance report, begin to review the report and recommendations. Within five (5) months of the submission of the ordinance report, an editorial conference will be scheduled in the **Municipality**, if requested, between the municipal authorities or the Attorney and **Illinois Codification Services**. The conference will be held at a time mutually satisfactory to both the **Service** and the **Municipality**. At this conference, the rough code manuscript will be reviewed in order to determine recommended or needed changes in the laws of the **Municipality**.
- (3) **Post Conference Work.** Upon completion of the editorial conference conducted in the **Municipality**, it will be the responsibility of the **Municipality** to draft and enact all amendments, repeals, and new ordinances agreed to by the **Municipality**. In most cases, the amendments, repeals and new ordinances will be included in the Code upon original publication. However, in those cases where changes or additions will be extensive, the **Municipality** 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 **Municipality**, shall be as follows:

(1) 15 Complete sets of updated pages on 24-pound paper providing for whatever number of pages necessary.*

(A) **Electronic version supplied for website and officials.**

(B) **ADDITIONAL COPIES OF THE UPDATES WILL BE PROVIDED AT \$40.00 PER SET OR LESS.**

(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, 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 **Municipality** as follows:

(a) Upon signing this agreement:	\$1,000.00
(b) Amount due when proposed revisions are Submitted:	\$1,000.00
(c) Upon final delivery:	\$3,000.00
(d) Total charges shall not exceed:	\$5,000.00
(e) If complete codes are requested add:	\$ 600.00

* In some cases, the **Municipality** 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 **Municipality**.

(4) If the City requests a conference/meeting, the additional cost would be \$85.00 per hour plus mileage.

(5) **TIME FOR COMPLETION.** Time is of the essence. It is the intention of the **Service** to deliver the completed code volumes to the **Municipality** within **one (1) year** of the signing of this contract. Should delivery be delayed because of the **Municipality'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.

This contract is a valid proposal for a period of **60 days** from the date of its submission to the **Municipality**.

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

DATE: February 9, 2022

SIGNED: *Frank X. Heiligenstein*

This resolution is accepted and approved this 15th day of February, 2022.

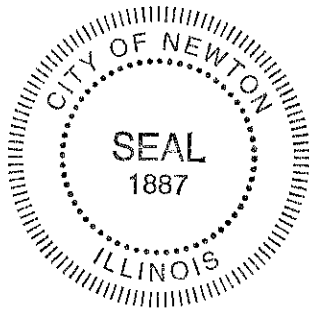
SIGNED:

MAYOR

Joshua J. Kuhl
JOSHUA J. KUHL

CITY CLERK

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