

RESOLUTION #2017-03

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONSULTANT/SERVICES AGREEMENT WITH GENERAL CODE, LLC FOR CODIFICATION SERVICES.

WHEREAS, on October 13, 1997, pursuant to Ordinance No. 371, the City of Wildwood, Missouri, adopted and enacted the Code of Ordinances of the City of Wildwood (the “City Code”); and

WHEREAS, the City Code was originally published, and has been continuously updated, by Sullivan Publications, Inc.; and

WHEREAS, Sullivan Publications, Inc. is now a division of General Code, LLC; and

WHEREAS, the City Council finds and determines that it is to the benefit of the residents of the City to update and modernize the City Code with a comprehensive editorial review; and

WHEREAS, the City Council finds and determines that it is to the benefit if the residents of the City to enter into a Consultant/Services Agreement with General Code, LLC for codification services;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, AS FOLLOWS:

Section One. That the form, terms, and provisions of the Consultant/Services Agreement with General Code, LLC, for codification Services, attached hereto, marked as **Exhibit A**, and incorporated by reference herein, be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Resolution.

Section Two. The total aggregate expenses and liability of the City under the agreement authorized herein with General Code, LLC shall not exceed the amount of \$14,700.00.

Section Three. This Resolution shall be effective upon passage and approval.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

*PASSED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILDWOOD
THIS _____ DAY OF _____, 2017.*

JAMES R. BOWLIN, MAYOR

ATTEST:

CITY CLERK

EXHIBIT A

City of Wildwood
CONSULTANT / SERVICES AGREEMENT

DEPARTMENT: Administration

DATE: January 23, 2017

THIS AGREEMENT, made and effective this ____ day of _____, 2017, by and between the City of Wildwood, Missouri, a municipal corporation hereinafter referred to as “City”, and General Code LLC, hereinafter referred to as “Consultant”, with a business address of: 781 Elmgrove Road Rochester, NY 14624.

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, agree as follows:

I. SCOPE OF SERVICES

Except as expressly specified herein, Consultant hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the Consultant services which are particularly described in any attachments incorporated herein and additionally as follows:

Codification services as described in Attachment B.

The above services (hereinafter referred to as the “Work”) shall be provided by the Consultant in accordance with all the provisions of this Agreement, including the General Conditions attached hereto as Attachment A, for the project which are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment, or any other documents submitted by Consultant.

II. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay the Consultant, as full compensation for the complete and satisfactory performance of the Work, and all expenses and costs related thereto:

a sum not to exceed fourteen thousand seven hundred and xx/100 dollars (\$14,700), as set forth on an Attachment B attached hereto and incorporated herein.

B. Additional Compensation. Any cost not specifically allowed the Consultant pursuant to Paragraph A, Basic Compensation, shall be considered Additional Compensation and must first be authorized by a written Change Order approved by the City and Consultant. If City directs or authorizes additional services not included in this Agreement to be performed, the City and Consultant shall first agree by written Change Order as to how the Consultant is to be paid. Any services provided in addition to the Work shall not entitle Consultant to additional compensation unless approved in advance and by written Change Order executed by the City and the Consultant.

III. TIME AND MANNER OF PAYMENTS

All invoices, complete with necessary support documentation, shall be submitted to the City and payment shall be made by City in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates or schedule of values set forth above. When appropriate due to the nature of the Work of the Agreement, progress payments may be authorized to be made based upon completion of quantifiable/identifiable phases of the Work. If authorized by the City, a schedule of progress payments based on phases of Work completed and in such corresponding amounts as determined to be appropriate shall be set forth in Attachment C attached hereto.

IV. SCHEDULE OF WORK

Time is of the essence. The Work to be performed under the Agreement shall be commenced on or before February 1, 2017, shall be completed on or before December 31, 2017, and shall be performed so as not to delay or hinder City’s schedule for the project, if applicable.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Contract first above written.

Consultant

City of Wildwood

By _____

By _____

Title _____

Title _____

ATTEST:

DATE: _____

- ATTACHMENT A – Consultant/Services Agreement General Conditions
- ATTACHMENT B – Consultant Proposal
- ATTACHMENT C – Progress Payment Schedule (Optional)
- ATTACHMENT D – Consultant Liability Insurance Requirements

Attachment A

City of Wildwood CONSULTANT/SERVICES AGREEMENT GENERAL CONDITIONS

- 1. Independent Consultant.** The Consultant shall be and operate as an independent Consultant in the performance of this Agreement. The Consultant shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Consultant shall be employees of said Consultant and not employees of the City in any respect.
- 2. Assignment; Subcontracts.** This Agreement shall not be assigned to any other parties by the Consultant without the express written consent of the City. In addition, the Consultant shall not subcontract or assign any of the Work to be performed by it hereunder without the express written consent of the City except as may be set forth in Attachment B.
- 3. Proposals for the Work.** If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Consultant in response thereto, are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the request for proposals and the proposal of the Consultant, the requirements of the executed Consultant/Services Agreement shall control unless a change thereto is specifically stated in this Agreement.
- 4. Changes to Work and/or Compensation.** No change in the Scope of Work, Compensation or terms contained in this Agreement shall be made except as authorized in advance in writing by Change Order approved by the City and Consultant. The Consultant shall make any and all changes in the Work without invalidating this Agreement when specifically ordered to do so by written Change Order approved by the City and Consultant in advance of the Work being performed. Consultant, prior to the commencement of such changed or revised Work or request for compensation in excess of the Basic Compensation, shall promptly submit to the City a written cost or credit proposal for such changed or revised Work or additional compensation. If the City and Consultant shall not be able to agree as to the amount, either in consideration of time or compensation to be allowed or deducted, it shall nevertheless be the duty of Consultant, upon written notice from the City, to immediately proceed with such alteration or change, and Consultant shall be compensated the reasonable value of such Work. The City reserves the right to suspend Work of the Consultant upon written notification from the City if the City and Consultant are not able to agree as to matters of scope and compensation for changes to the Work.
- 5. Indemnification.** To the fullest extent permitted by law, the Consultant agrees to defend, indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, in any way arising from consultant's breach of the Agreement or out of services and/or operations negligently performed hereunder by the Consultant, including the City's reliance on or use of the services or products provided by the Consultant under the terms of this Agreement. The Consultant shall not be liable for any loss or damage attributable solely to the negligence of the City. Consultant's sole remedy against the City for any claimed breach shall be limited to specific performance of the Agreement, including payment not to exceed the lawfully due compensation, but in no event shall the City be liable for or subject to any claim for damages, costs or attorneys' fees arising from this Agreement.
- 6. Insurance.** Consultant shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated on Attachment D. The policies of insurance shall be in such form and shall be issued by such company or companies as may be reasonably satisfactory to the City. The City and such additional persons and entities as may be

deemed to have an exposure to liability as a result of the performance of the Consultant's Work, as determined by the City, shall be named as additional insured.

In addition to the foregoing, the Consultant shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, otherwise as stated on attached Attachment D, but in no event less than the City's sovereign immunity limits as established by RSMo. §537.610, as adjusted from time to time. The City and Consultant waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Nothing in this Agreement, or the provision of insurance, shall be deemed a waiver of sovereign immunity by the City.

7. Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Non-appropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

8. Accounting. During the period of this Agreement, the Consultant shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Consultant.

9. Reimbursable Expenses. Expenses of the Consultant that are directly attributable to the performance of the Agreement that are in addition to the Basic Compensation, such as reproduction charges, travel expenses, long distance phone calls, mileage, and sub-contractors, are to be set forth in a schedule of reimbursable fees and rates as part of the Agreement. Consultant personnel labor rate expenses for time while traveling in performance of the Agreement do not qualify as reimbursable expenses.

10. Personnel. The Work shall be performed exclusively by the personnel of the Consultant identified in the Consultant's proposal and no other personnel of the Consultant shall perform any of the Work without the express written approval of the City.

11. Other Consultants. The City reserves the right to employ other consultants in connection with the Work.

12. Project Records and Work Product. The Consultant shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and any deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and work product of the Consultant created in performance of or relating to this Agreement. Consultant agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the work product.

13. Site Operations. Where appropriate, the City will arrange for right of entry to any property at the request of the Consultant for the purpose of performing studies, tests and evaluations in connection with the Work.

14. **Termination.** The City shall have the right to terminate the Agreement at any time for any reason by giving the Consultant written notice to such effect. The City shall pay to the Consultant in full satisfaction and discharge of all amounts owing to the Consultant under the Agreement an amount equal to the cost of all Work performed by the Consultant up to such termination date, less all amounts previously paid to the Consultant on account of the Work performed and accepted. The Consultant shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Consultant for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

15. **Compliance with Laws.** The Consultant shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, worker eligibility, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Agreement.

16. **Nondisclosure.** The Consultant agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Agreement.

17. **Representations.** Consultant agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree the Agreement represents the entire agreement between the parties.

18. **Amendments.** This Agreement may be amended only by written agreement signed by the parties.

19. **Governing Law.** The interpretation of and performance under this Agreement shall be governed by the laws of the state of Missouri, without regard to choice of law principles.

20. **Severability.** If any provisions of this Agreement shall be found to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and be construed to effectuate the intent of the parties.

21. **Notice.** Any notice or written communication required or permitted hereunder shall be sent to the parties via United States mail, certified return receipt requested, or via facsimile, to the respective addresses and numbers on file. Any notice so given shall be deemed effective on the date shown on the receipt thereof.

22. **Good Faith.** The parties shall act in good faith in the performance of their obligations hereunder.

23. **Prevailing Party.** If either party to this Agreement defaults in the performance of its obligation(s) hereunder, the prevailing party in any action to enforce its rights and remedies shall be entitled to obtain its costs and reasonable attorney's fees from the non-prevailing party.

24. **Non-Waiver.** The failure of either party to enforce any of its rights hereunder shall not act as a waiver of that or any other right possessed by such party under this Agreement.

25. **Authorization to Enter into Agreement.** Each party hereunder represents to the other that it is duly organized, validly existing and in good standing under the laws of its state of incorporation or formation; the execution, delivery and performance of this Agreement by such party has been duly authorized by all necessary and appropriate action; and, this Agreement constitutes a valid and binding obligation of such party, enforceable against such party in accordance with the terms hereof.

26. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement that is binding upon both parties hereto, notwithstanding that all parties are not signatories to the same counterpart. This Agreement may be delivered by facsimile or electronic mail transmission. This Agreement shall be considered to have been executed by a party, if there exists a photocopy, facsimile copy, electronic copy, or a photocopy of a facsimile or electronic copy of an original hereof or of a counterpart hereof which has been signed by such party. Any photocopy, facsimile copy, electronic copy or photocopy of a facsimile copy of this Agreement or any counterpart hereof shall be admissible into evidence in any proceeding as though the same was an original.

27. Other Special Provisions. The special provisions set forth on Attachments C and D are incorporated herein by reference, and made a part hereof.

PROPOSAL
for
CODIFICATION
SERVICES

Prepared for:
City of Wildwood
St. Louis County
Missouri

July 21, 2016

Valid for 6 months

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Executive Summary



Serving the needs of communities for over 50 years, General Code provides codification and enterprise content management solutions to more than 3,000 municipal governments throughout the United States and Canada. Our staff has developed, implemented and maintained codification projects for a wide variety of local governments, ranging from small townships and villages to major cities and counties.

Situation Analysis

Thank you for the opportunity to present this proposal for comprehensive codification services.

The Code of Ordinances of the City of Wildwood was originally published by Sullivan Publications in 1997, and has been updated most recently in 2016. Presently, the City of Wildwood wishes to undertake a comprehensive review of the 1997 Code of Ordinances to include all legislation of a general and permanent nature through Ordinance No. 2175. The scope of services is to include research and editorial and Code review to identify conflicts, inconsistencies and other problem areas in need of updating or correction; the incorporation of any necessary revisions; the creation of an index; the printing of 10 copies of the Code; and the preparation of Code adoption materials and a disposition list to document the final disposition of all Code-relevant legislation.

For more detail, see the full Situation Analysis on page 3.

General Code Solution

The City of Wildwood's objectives will be met and goals achieved through our proposed Codification Solution, which includes:

- ♦ An Editorial and Code Analysis and recodification of existing materials
- ♦ Updating the City's Premium *eCode360*[®] online code
- ♦ 10 Custom printed Code books, with an option for additional printed books

Investment Summary

The cost of General Code's recommended solution will be \$14,700.

A detailed breakdown of the investment and available options can be found on page 10.

Accepting This Proposal

This document serves both as a proposal and as an agreement. To accept this proposal, complete the form on the last page, including authorized signatures. Scan and email the completed form to ezsupp@generalcode.com, fax the completed form to General Code at (585) 328-8189, or return it by mail to General Code, 781 Elmgrove Road, Rochester, NY 14624.

Situation Analysis



The City of Wildwood is located in St. Louis County in Missouri and was originally incorporated in 1995. Today the City is home to more than 35,500 residents.

Prior Codification

The Code of Ordinances of the City of Wildwood was originally published by Sullivan Publications in 1997. Since then it has been supplemented 34 times, most recently in 2016, including legislation through Supplement No. 34/Ordinance No. 2175.

Source Materials

General Code will use the following source materials for the codification project:

- ◆ General Code's library copy of the City's 1997 Code of Ordinances, as updated through Supplement No. 34/Ordinance No. 2175

This proposal only takes into account legislation submitted for review, which will be included within the scope of this project. General Code requests that the City continue to routinely send any new legislation upon adoption. These additional materials will be included in the Code up to the point where the editorial work has been completed and may be subject to an additional charge at the end of the project.

Recommended Solution

General Code will provide the City of Wildwood with professional codification services and solutions designed to meet the specific needs of your community, based on your requirements and over 50 years of experience working with local governments. We will provide you with a variety of options for publishing the Code of the City of Wildwood, including posting on the Internet and traditional print formats.

Services Included



Publication of New Code Volumes

The base price includes the publication of 10 new Code volumes in high-quality, custom-imprinted post binders, which shall be blue with gold silk-screen lettering. The Code pages will be designed in an 8 ½-by-11-inch page size, using an 11-point Times New Roman font in a single-column format on 100% recycled paper. Each Code will also include a set of Title tab dividers. Each copy of the Code will be serial-numbered, and we will provide forms for you to keep track of the distribution of the Codes.

Comprehensive Index

General Code will prepare and publish a comprehensive Index for the Code. The Index is specifically designed to be easy to use, so that the information in the Code can be quickly located.

Code Adoption Legislation

The editor assigned to your codification project will prepare adoption legislation for the proposed Code. This material will be furnished to the City Attorney for review and enactment by the governing body. If the Code adoption legislation is enacted and returned to us within 90 days of submission, we will include this material in the Code free of charge. Once the Code is adopted, it can be amended directly to change, add or delete material.

Disposition List

If applicable, an updated Disposition List will be provided. The Disposition List sets forth, in chronological order, the subject matter, date of adoption and disposition of each item of new legislation reviewed with the project and indicates its inclusion in or omission from the Code. The Disposition List is designed to assist you in locating not only legislation that is included in the Code but also legislation that is not included.

Derivation Table

As there may be some adjustments in numbering of Chapters and Sections due to addition or deletion of material by the City in this process, and to ease the transition from any old numbering to new numbering, we will prepare a Derivation Table. The Derivation Table, which will be included at the end of the published Code, will clearly show the chapter and section numbers from the City's existing 1997 Code and where they have been included in the new Code.

Attachment B

Updated *eCode360*

The City's current online Code will remain available for the City's staff and general public for the duration of this project. Once the project has been completed, General Code will update the City's *eCode360* with the new version of the City's Code.

The annual maintenance fee for *eCode360* is an annual recurring flat fee. Therefore it is our recommendation that the City should continue to budget for this service each year. The fee covers annual licensing, web hosting, and posting of new legislation between regular Code supplements. Please note that this does not include the cost for codifying new legislation.

The General Code Codification Process



We see you as a partner in the codification process.

General Code's unique and easily accessible style is readily discernible. Your legislation is organized into a systematized, clean format, designed to provide you and your community with an easily readable, simple to reference, and logically indexed Code.

Including You in the Process

The unique project workflow that General Code has developed engages the City with a Code editor at key stages throughout the process. Our Code editors bring a breadth of knowledge and expertise acquired over the half century we've invested in working with local governments. Combining our experience with your involvement ensures that your Code will accurately reflect your community's particular needs and requirements for a reliable resource tool.

Process Outline



Beginning a Code Project

To begin the project, the City of Wildwood has provided the source materials for the new Code. For more detail, see the source materials listed on page 3.

Preliminary Telephone Conference

At the beginning of the project, General Code will consult with the City's designated contact person to review the project generally and to clarify any initial questions for both General Code and the City.



Organizational Analysis

The first part of the analysis of the City's legislation will be the preparation of an Organizational Analysis for the City to review. The editor will prepare a proposed Table of Contents of the Code and a listing of legislation reviewed, along with any missing material and adoption dates, and any other questions pertaining to the completeness of materials being reviewed.

The City will review the Organizational Analysis and make whatever changes it feels are necessary. An editor will incorporate the feedback they receive into the project and move forward to the preparation of the Manuscript and the Editorial and Code Analysis.

Manuscript and Model Code Provisions

As applicable, a Manuscript will be prepared using the materials obtained from the City. Amendments will be incorporated into the Manuscript, and repealed or superseded material will be noted. The Manuscript will show exactly the legislation that is currently in effect.

In some instances, we will recommend the use of sample material from our "Model Code", including subjects such as Offenses, Traffic and Alcoholic Beverages, as well as others as deemed appropriate. Subject matter from the current Code not covered by the "Model Code" provisions shall be retained so the City does not lose its ability to enforce laws that are unique to the City.

Attachment B



Editorial and Code Analysis

For the second part of the analysis of the City's legislation, an Editorial and Code Analysis will be prepared for your review. Our staff of editors and attorneys is in contact with hundreds of communities. They will provide you with the benefit of their experience and with information that you can use to determine how your legislation can be revised and improved. The project team will do a thorough review and analysis of your legislation and provide specific recommendations and input for improvement. The Analysis will be compiled into a workbook, with an easy-to-use checklist format, for the use of City officials, including the Attorney, who will have the final decision-making authority for the resolution of any and all issues.

The Editorial and Code Analysis will include the following:

- ◆ Identification of duplications, conflicts and inconsistencies between or within various sections of the Code
- ◆ Identification of duplications, conflicts and inconsistencies with Missouri statutes
- ◆ Identification of Model Code provisions that can replace outdated City provisions, including subjects such as Offenses, Traffic and Alcoholic Beverages and any others deemed appropriate by the City
- ◆ Any practical recommendations to make your legislation more enforceable
- ◆ Suggestions regarding fines, fees and penalties
- ◆ Suggestions on ways to modernize your legislation

The City will review the Editorial and Code Analysis and make the final decisions on any changes that are deemed necessary. All final decisions regarding the sufficiency of the legislation which is to be codified, and any changes to be made to said legislation, shall be the province of the City officials and the City Attorney.

A review period is set by the performance schedule. We stress the importance of staying within the allotted time period to avoid disruptions in the production process and delays in the delivery of the Code.



Final Editing of the Manuscript

Once the Editorial and Code Analysis is returned, an editor will begin the final editing process.

During the editing process, we will:

- ◆ Prepare a Table of Contents listing all chapters and articles included in the Code
- ◆ Include cross-references and Editor's Notes, as required, and add historical notations indicating the source and date of adoption of each enactment
- ◆ Edit the text to incorporate any revisions and additions previously approved in the Editorial and Code Analysis phase
- ◆ Copyread to correct typographical and spelling errors

Attachment B

Draft

General Code will submit a Draft of the Code for final review by the City. Any specific questions that arise during the editing process shall be submitted with the Guidelines for Draft Review. Such questions may include missing wording or incomplete information, conflicts with incorporating new ordinances, and inconsistencies within chapter provisions. Minor changes in content as a result of the City's review may be made. Any substantial changes in organization or content shall be subject to additional charges.

Comprehensive Index; Code Adoption Legislation

During final publication, General Code will prepare a comprehensive index. We will also prepare the proposed Code adoption legislation and/or any other necessary information to establish the Code as an official document. This material will be furnished to the City Attorney for review and enactment by the governing body.

Code Delivery; Recordkeeping; Supplement Distribution

After the Code is delivered, we will review the project with the City to ensure that everything meets your expectations. At that time, we will work with you to set up an effective recordkeeping system to keep track of the distribution, sale and maintenance of Codes and supplements.



Performance and Payment Schedule



Performance Schedule

Deliverable	Delivery Date
Preliminary telephone conference	Within 30 days of contract signing
Submission of the Organizational Analysis	Within 80 days of contract signing and receipt of the materials; the City has 30 days for review
Submission of the Manuscript and Editorial and Code Analysis	Within 180 days of receipt of the responses to the Organizational Analysis; the City has 100 days for review
Submission of Draft	Within 145 days of receipt of responses to the Editorial and Code Analysis; the City has 45 days to review
Delivery of the Code	Within 40 days of approval to proceed with the publication of the Code

Performance schedule reflects business days excluding legal holidays.

Payment Schedule

Percentage of Total Project Price	Milestone
20%	Invoiced within 30 days of contract signing
20%	Invoiced upon submission of the Organizational Analysis
30%	Invoiced upon submission of the Manuscript and Editorial and Code Analysis
20%	Invoiced upon submission of the Draft
Balance	Invoiced upon delivery of the Code

Investment Detail and Options



Base Codification Project Price **\$ 14,700**

Your base codification project includes the following:

- ◆ Preliminary Telephone Conference
- ◆ Creation of a New Code Through Ordinance No. 2175
- ◆ Conversion of the Code into an XML Document
- ◆ Organizational Analysis
- ◆ Editorial and Code Analysis
- ◆ Manuscript
- ◆ Editorial Work
- ◆ Proofreading
- ◆ Draft
- ◆ Duplication and Publication of 10 Code Volumes in Standard Imprinted Post Binders
- ◆ Comprehensive Index
- ◆ Disposition List (If Applicable)
- ◆ Derivation Table
- ◆ Title Tabs
- ◆ Code Adoption Legislation
- ◆ Updated Premium *eCode360*
- ◆ Shipping

Yearly Supplementation Charges

The charges for publishing supplements are based upon \$18 per page and \$10 per table, image, chart, or diagram included in each supplement. There is no minimum annual fee or retainer fee. Our Codes are set up in a style and format designed to keep the number of pages affected and your costs to a minimum.

*A "page" shall be defined as the printed area on one side of a sheet of paper; a sheet of paper may include two pages.

Optional Components

The following is available to you at an additional charge:

Please note: Additional Code books (in addition to the 10 Code books included in the base price) may also be ordered; pricing is available upon request.

Future Services

Code Watch - No Charge

This is an annual state law review which reports on the passage of new statutes that make it necessary to revise corresponding local ordinances, provided at no charge to our customers.

Future Statutory Updates \$795

This is a subscription service enabling the City to stay up to date with the latest statutory changes and providing supplemental pages reflecting new state laws.

Prices noted are valid for 6 months from the date of this proposal.

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References By Position



We recently asked some of our clients if we could use their names as references when sending out new proposals. The message sent was as follows:

"Each time we respond to a request for a proposal from a new prospective city we are asked to give references. While I usually look for three or four cities in close proximity to the new city, it occurs to me that I have worked with and for you for many years. Therefore I would like to ask your permission to use your name as a reference that would put together satisfied clients by group i.e., city attorneys, city administrators, city clerks and other city officials. As always, I am truly grateful for your support.

*Thanks
Mike"*

Having sent out some forty plus requests, we got a tremendously supportive response from all. The following are direct quotations that epitomize the tone of those responses:

"Absolutely, Mike. I'm honored that you asked."

Paul Martin, City Attorney

"You may always use my name as a reference. You are the greatest ! I don't know what I would do without you !"

Diane Monteleone, City Administrator

"I would be honored for you to use my name and city as a reference."

June Waters, City Clerk

"Sure. I would be glad to help. Thank you for helping us through our re-codification process."

Sheila Smail, City Clerk

"Mike, use my name however you see fit. I am happy to assist you as I believe you do a great job and provide a great service."

Steve Garrett, City Attorney

"Mike, I absolutely will provide you with a strong reference."

Greg Beavers, City Administrator

"Of course, you can use me as reference. Thanks for thinking of me."

John Hessel, City Attorney

"Mike, I would be honored. Please do."

Kevin O'Keefe, City Attorney

"Mike - absolutely! Please add my name. I appreciate and respect all of the work that you have done."

Stephanie Karr, City Attorney

"I would be glad to be a reference for you. I think you and your staff do an outstanding job and I am very glad we chose Sullivan."

Cindy Simpson, City Clerk

References



City Attorneys:

City of Florissant	Mr. John Hessel/City Attorney	314-921-5700
City of Blue Springs	Ms. Nancy K. Yendes/City Attorney	816-228-0110
City of Hazelwood	Mr. Kevin O'Keefe/City Attorney	314-621-9550
City of St. Peters	Mr. Randy Weber/City Attorney	636-947 4700
City of Richmond Heights	Mr. Ken Heinz/City Attorney	314-645-0404
City of Town & Country	Mr. Steve Garrett/City Attorney	314-725-8788
City of Warrenton	Mr. Chris Graville/City Attorney	636-456-3535
City of Battlefield	Mr. Jim Kelly/City Attorney	417-732 8800
City of Ozark	Mr. David Colignon/City Attorney	417-581-2407
City of Olivette	Mr. Paul Martin/City Attorney	314-961-0097
City of Centralia	Mr. Merritt Beck/City Attorney	573-682 2114

City Administrators:

City of St. John	Mr. Connie Poteet/City Administrator	314-427-8700
City of Festus	Mr. Happy Welch/City Administrator	636-937-4694
City of Farmington	Mr. Greg Beavers/City Administrator	573-756-4413
City of Dexter	Mr. Mark Stidham/City Administrator	573-624-5959
City of Harrisonville	Mr. Keith Moody/City Administrator	816-380-8900
City of Louisiana	Mr. Bob Jenne/City Administrator	573-754-4132
City of Higginsville	Mr. Lee Barker/City Administrator	660-584-2106
City of Desloge	Mr. Greg Camp/City Administrator	573-431-3700
City of Brentwood	Ms. Bola Akande/City Administrator	314-962-4800

City Clerks:

City of Clayton	Ms. June Waters/City Clerk	314-727-8100
City of Eureka	Mr. Ralph Lindsey/City Clerk	636-938-5233
City of Fenton	Ms. Diane Monteleone/City Clerk	636-343-1183
City of Wildwood	Ms. Lynne Greene-Beldner/City Clerk	636-458-0440
City of Ste. Genevieve	Ms. Pam Meyer/City Clerk	573-883-5400
City of Sikeston	Ms. Linda Lowes/ Gov. Services Dir.	573-471-2512
City of Aurora	Ms. Kathie Needham/City Clerk	417-678-5121
City of Monett	Ms. Janie Knight/City Clerk	417-235-3763
City of Carl Junction	Ms. Marybeth Matney/City Clerk	417-649-7237
City of Charleston	Ms. Marsha Hart/City Clerk	573-683-3325
City of Caruthersville	Ms. Melinda Scifres/City Clerk	573-333-2142
City of Kennett	Ms. Diane Risner/City Clerk	573-888-9001
City of Maryville	Ms. Sheila Smail/City Clerk	660-562-8001
City of Trenton	Ms. Cindy Simpson/City Clerk	660-359-2013
City of Parkville	Ms. Melissa McChesney/City Clerk	816-741-7676
City of Platte City	Ms. Amy Hubbard/City Clerk	816-858-3046
City of Hermann	Mrs. Patricia Heaney/City Clerk	573-486-5400
City of Washington	Mrs. Mary Trentmann/City Clerk	636-390-1000
City of Union	Mrs. Jonita Copelend/City Clerk	636-583-3600
City of Sullivan	Mrs. Janice Koch/City Clerk	573-468-4612
City of Osage Beach	Ms. Diann Warner/City Clerk	573-302-2000

Attachment B

Municipalities Completed 2005-2015

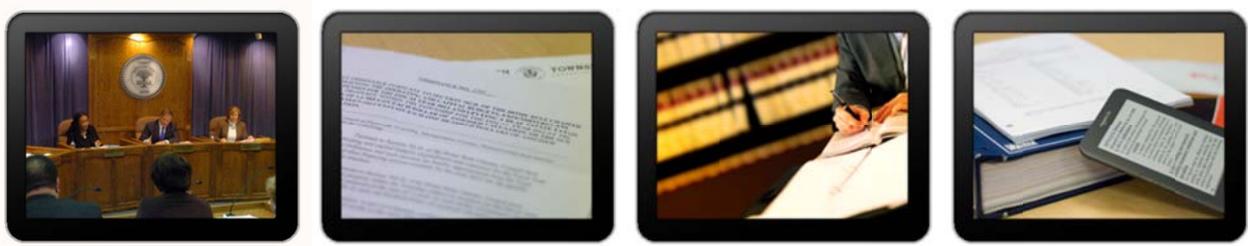


Year	Municipality	Year	Municipality	Year	Municipality
2005	New Haven Sullivan Charlack Eldon Sparta Dardene Prarie Houston Lake Strafford Bernie Marlborough Versailles Cottleville Fisk Dixon Oakland Old Monroe Harrisonville	2008	Watson Willow Springs Thayer Bellerive Fair Grove Riverview Clayton Platte City Dearborn Billings Willard King City		St. Charles Flordell Hills Chaffee Dellwood Chillicothe
		2009	Airport Drive Pierce City Bowling Green New Melle Bolivar Olivette Weston Marthasville Paola Miller Creve Coeur	2012	Oronogo Brentwood New Florence Branson West Seymour Chesterfield Bull Creek Woodson Terrace Puxico Reeds Spring Van Buren Belle Noel
2006	Florissant Vinita Park Crystal Lake Park Kahoka Velda City			2013	Riverside Kirbyville Parma Theodosia Appleton City University City Salem Savannah Edmundson Fayette Fairfax
2006	Grant City Mound City Webb City Ste. Genevieve Cole Camp Paris Calverton Park Lake Wakomis Marionville	2010	Maryville Quilin Miller Weston Highlandville Clever Breckenridge Hills Bonne Terre Maitland Laurie Jefferson County Truesdale Bella Villa Sikeston Pasadena Hills New Franklin Verona	2014	Excelsior Springs Lilbourn Pierce City Tarkio Unionville
2007	Blackburn Country Club Hills Ellisville Greenfield Huntleigh Lake Waukomis Lincoln Ozark Pagedale Pineville Rosebud Steele Stover Troy Walnut Grove	2011	Poplar Bluff Perry Cool Valley Festus LaGrange Glendale	2015	Paris Valley Park Indian Park Marshfield Buckner Hallsville

Future Supplementation Services

Your Code is an evolving document.

After your new Code is delivered, in order to protect your investment and maintain an accurate and reliable resource, your Code should be kept up-to-date. General Code's supplementation services are designed to make the process easy, fast and accurate.



Materials

After the enactment of new legislation, the City can forward a copy by whatever method is most convenient.

- ♦ Electronic copies of the legislation can be sent via email to ezsupp@generalcode.com. A reply email will be sent confirming receipt of your transmission. We have other options for transferring large files and will provide the necessary information if requested.
- ♦ In addition, paper copies of as-adopted legislation can be sent via US Mail or by Fax to 585-328-8189, and a confirmation postcard will be returned upon receipt of materials.

General Code will hold legislation pending a pre-approved schedule, or begin the job, as directed by the City. Please note that charges for supplementation services are outside of the scope of this proposal and will be billed separately. An estimate of the charges applicable to a particular supplement is available upon request.

Posting of New Laws

Between regular Code supplements, General Code will temporarily attach (append) verbatim copies of new legislation to your online electronic Code to provide ready access to information until such time as the legislation can be codified through supplementation. If supplementation does not occur within one year of appending, General Code will remove the link to that new legislation.

Schedule

Supplements will be provided on a schedule designed to meet the needs of the City. Typical schedules may be quarterly, semiannual, or annual, or upon authorization by the City. Updates to the electronic version of the Code can occur on a more frequent schedule than printed supplements.

Our average turnaround time for processing routine supplementation is between 4 and 6 weeks.

Attachment B

Editorial Work on Your Supplement

The editorial work on your supplement specifically focuses on the new legislation being incorporated with each supplement. As part of our process for new legislation, we will do the following:

- ♦ Review the legislation to determine proper placement within the Code.
- ♦ Adhere to the structure and style contained in the ordinance, unless changes are required to ensure consistency in the Code.
- ♦ Use or impose section and subsection numbering.
- ♦ Create chapter, article, and section titles as appropriate.
- ♦ Add historical annotations as applicable.
- ♦ Correct misspellings so that searchability in *eCode360* is not compromised.
- ♦ Check and correct internal section hierarchy, capitalization, grammar, and punctuation.
- ♦ Check internal and statutory references.
- ♦ Correct any missing wording.

General Code will also update the Table of Contents and index. Editorial notes will be appended to sections that require additional explanation. Any tables, drawings, or other graphics as are required by the City shall be incorporated into the supplement, with improved presentation as necessary. Additionally, for print supplements, an Instruction Page will be created to advise how to insert and remove pages.



Printed Supplements

Amendments to the printed Code occur in the form of printed supplement pages that are issued as replacement pages. Printed supplements include updated Table of Contents, Disposition List, Index and text pages, as well as an Instruction Page.



Electronic Updates

Amendments to the electronic version of the Code can be provided on their own schedule or can accompany printed supplements. Electronic updates will have been incorporated into the Code, and a fully searchable, complete Code will be delivered online.



Delivery

Printed supplements to the Code will be delivered in bulk to the City, unless the City chooses to utilize General Code's Distribution Services. The website will be updated within one or two business days as electronic updates are delivered.

Why General Code?

Welcome to Civility.

As a values-based company, we adhere to the principles outlined in our Code of Engagement. We are committed to providing a higher standard of customer service, and believe that how we work with our clients is just as important as how we work amongst ourselves.

General Code brings civility to codification, by learning from over 50 years of experience and the constantly changing concerns and needs of our 3,000 customers, including 273 in Missouri. We civilize your experience by listening to you and focusing our efforts on meeting your objectives. Our editorial and technical professionals will offer you options, designed to meet your particular needs so that your Code can be constructed and used accordingly. This collaboration will enhance the long-term viability of your legislation and will allow you a level of customization that you will find invaluable.



Experience

- ◆ Over 3,000 clients in 39 states in the United States and Canada
- ◆ Serving local governments since 1962 — over 50 years of broad experience in all aspects of municipal codification
- ◆ Margaret A. Perry, your editor with over 30 years of experience in all aspects of editorial work and supervision of production
- ◆ Unparalleled reputation for quality and service
- ◆ Leader in providing technical and innovative codification solutions

Customer Service Orientation

- ◆ Highest customer satisfaction ratings
- ◆ Michael S. Perry, your local Account Manager in Missouri, with over 30 years of experience
- ◆ Quick responses to questions and commitment to person-to-person interaction
- ◆ Training and support on an ongoing basis
- ◆ Flexible billing plans tailored to meet the specific needs of each client



Professional and Experienced Staff

- ◆ Your Project Team will include members of our professional staff of over 100 employees, including attorneys, editors, and other codification specialists, producing over 100 new Code projects and over 2,000 supplements annually
- ◆ Team approach, to ensure availability of required personnel and resources until work is complete, as well as consistency and accessibility
- ◆ Full-time attorney editors, with extensive experience in both new Code projects, as well as supplementation of existing Codes, in numerous states
- ◆ Full-time Code editors, with experience in codification averaging over 15 years
- ◆ Specially trained data entry, proofreading, indexing and research staff

Attachment B

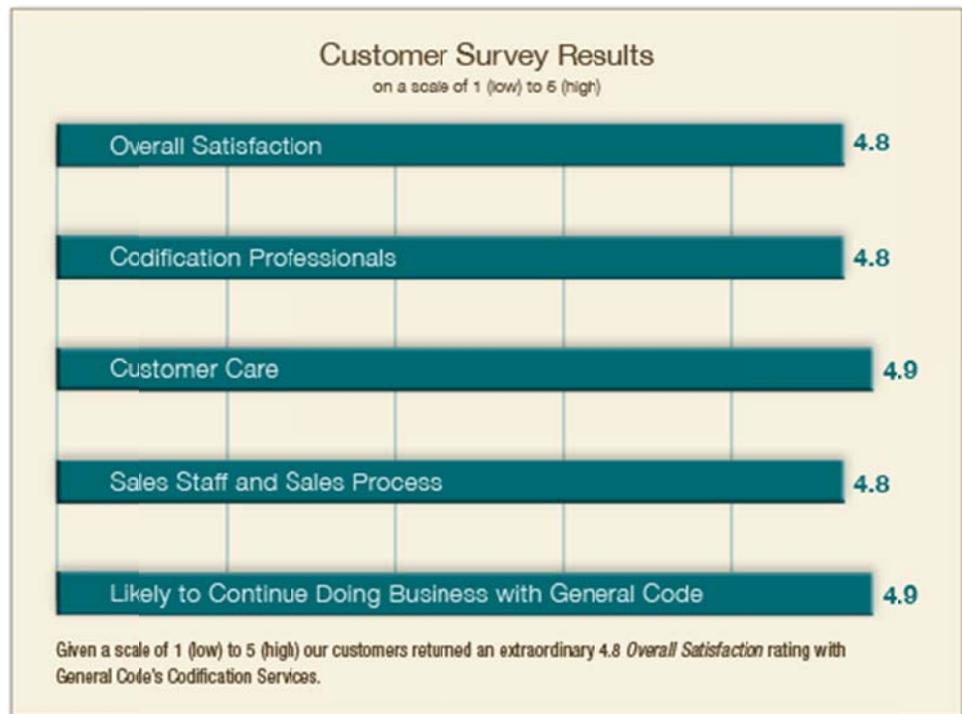


Client Experience

- ◆ User-friendly Code format and organizational system
- ◆ Fast, reliable, accurate supplementation
- ◆ Creative solutions for specific needs
- ◆ Free sample legislation service for clients

Customer Satisfaction

These survey results demonstrate the way our customers recognize and appreciate our passion for excellence and customer focus.



The Code of Engagement



Our Pledge to You

Our Code of Engagement is General Code's pledge to achieve a high standard, cultivate a long-term working relationship, and earn the status of being your trusted partner.

General Code is a values-based company. As such, our Code of Engagement is the set of principles guiding the way we conduct ourselves. It encompasses how we interact with our co-workers and our community, the way we treat you, the way we communicate with you, and the fact that you are not just our customer, you are our partner. Our Code of Engagement is founded on a set of seven values.

Honesty and Integrity

Every interaction will confirm that you are working with an ethical, conscientious, and trustworthy partner.

Delighting the Customer

We will anticipate, and often surpass, your expectations. We will be proactive and responsive to your needs.

Efficiency

You will receive high-quality products and services in the shortest possible time frame. These solutions will save you time and ease your workload.

Innovation and Creativity

We will stay in front of your ever-changing needs. Visionary thinking, resourcefulness, and technology leadership will make this possible.

Personal Responsibility

Every General Code employee will meet and exceed your expected level of product quality and service excellence.

Caring and Concern

You will receive service that is personable, warm, and reliable—an attentive relationship you can trust.

Teamwork

Across departments and at every level of our company, we will collaborate with each other and with you to meet your needs.

The General Code Codification Process At-a-Glance



Authorization and Agreement



Base Codification Project **\$ 14,700**

Optional Components

Enroll in Future Statutory Updates \$ 0.00
(Annual Maintenance: \$795 after current year)

Total Investment

Including all of the options selected above, the project price will be: \$



The City of Wildwood, Missouri, hereby agrees to the procedures outlined above, and to General Code's Codification Terms and Conditions, which are available at www.generalcode.com/TCdocs, and are incorporated herein by reference, and authorizes General Code to proceed with the project.

CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI

By: _____ Witnessed by: _____
Title: _____ Title: _____
Date: _____ Date: _____

GENERAL CODE, LLC

By: _____ Witnessed by: _____
Title: _____ Title: _____
Date: _____ Date: _____

Please sign and return this page to General Code. A signed copy of this agreement will be mailed back to the City for its records.

Attachment C

(Optional)

**Consultant/Services Agreement
Progress Payment Schedule**

As provided for in Attachment B.

Attachment D

Consultant Liability Insurance Requirements

The Consultant shall purchase and maintain in full force and effect the following insurance coverages with an insurance carrier acceptable to the City:

The policy(ies) shall be endorsed to cover the contractual liability of the Consultant under the General Conditions.

The Consultant and its Sub-consultants shall procure and maintain during the life of this Agreement insurance of the types and minimum amounts as follows:

- (a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000*.
- (b) Comprehensive General Liability and Bodily Injury
 - Including Death: \$500,000 each person*
 - \$3,000,000 each occurrence*
 - Property Damage: \$3,000,000 each occurrence*
 - \$3,000,000 aggregate*
- (c) Comprehensive Automobile Liability, Bodily Injury
 - Including Death: \$500,000 each person*
 - \$3,000,000 each occurrence*
 - Property Damage: \$3,000,000 each accident*
- (d) Professional Liability
 - Including Death: \$500,000 each person*
 - \$3,000,000 each occurrence*
 - Property Damage: \$3,000,000 each occurrence*
 - \$3,000,000 aggregate*

The City's Protective policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished the City prior to Consultant commencing the Work on this project. The certificates must state "The City of Wildwood is an additional insured."

* but not less than the sovereign immunity limits established by RSMo. 537.610 et seq.