

RECODIFICATION COST AND SERVICES SUMMARY

American Legal Publishing proposes to recodify the ordinances for Dry Ridge, Kentucky, at the following price:

I. Base Cost \$9,485

**The actual page count may vary from the estimate or you might add new ordinances during the codification process. The final invoice will reflect the number of pages in the new code.*

Includes

a. Number of Copies of Dry Ridge's Code (includes binders and divider tabs) 2

b. Legal Analysis:
 Research Internal Consistency
 Research State Law Consistency
 Legal and Editorial Research and Report

c. Special Features:
 Tables of Special Ordinances
 Parallel References
 Comprehensive Index
 Tabular Matter (Tables, Charts, Graphs)
 Code on CD-ROM (WordPerfect, MS Word, PDF)

d. Estimated Number of Pages (8½" x 11" Format):
 Single column (12 point type) 590 pages
 Dual column (11 point type) 495 pages

II. Variable Cost

a. Per Page Increase Rate (8½" x 11" Format):
 Single Column \$18
 Dual Column \$21

b. Shipping/Handling

III. Time to Completion

Number of Months Until Manuscript 6 months
Number of Months Until Completed Code (after return of manuscript) 3 months

IV. Optional Services that may be ordered:

- a. Additional Copies of Code:
 - Cost per Extra Code with Binder \$60
 - Cost per Extra Code without Binder \$45

- b. Supplement Service (8½” x 11” Format):
 - Single-column \$18/per reprinted page
 - Dual-column \$21/per reprinted page

- c. Code Online in Searchable Format
 - Documents Converted into Search Program:
 - Code of Ordinances (one-time setup fee) \$550

 - Future Update of Searchable/Online Code \$1.95/page
(cost is in addition to main editing charge for printed pages):

 - Phone Support No Extra Charge

- d. Code on the Internet (after conversion into search program) \$495 per year

- e. Access and Search other codes on American Legal Publishing’s Website No charge

V. Terms (can be budgeted over two fiscal years)

Forty Percent (40%) due upon acceptance of this agreement.
Forty Percent (40%) within 30 days of receiving the manuscript.
Balance 30 days after receiving and reviewing legal report and delivery of the completed code.

RECODIFICATION AGREEMENT

February 8, 2019

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

I. THE PUBLISHER SHALL:

- (1) Examine the Municipality's prior code of ordinances and all ordinances or resolutions provided by the Municipality and determine which materials are to be codified. The zoning ordinance shall be incorporated by reference only.
- (2) *Legal Review.* Utilize its staff of attorneys to review all materials to be codified and prepare a written report for the municipal attorney.

- (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 Municipal Attorney, especially based on his/her in-depth knowledge of local 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 Dry Ridge.*)

- (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.
 - © 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 6 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, 2 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 the most current copy of any previously published code of ordinances, copies of ordinances and pertinent resolutions not previously codified, and a completed New Code Questionnaire (provided by the Publisher).

(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 (as set out in paragraph III(3)(b)) at the time of the inclusion of these ordinances into the code.

(4) (a) Pay to the Publisher for the final code order as a base price, the sum of \$9,485 (plus shipping/handling) 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.

(b) The price above is based upon a code of the following number of pages according to the format option chosen by the Municipality. Should the final code number more pages than this estimate, the base price will increase accordingly at the time of the final invoice:

FORMAT	NUMBER OF PAGES	INCREASE
8½" x 11" Single-column page	590	\$18 per page
8½" x 11" Dual-column page	495	\$21 per page

III. OPTIONAL SERVICES.

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

(1) Code Format: (Initial one only)

(a) Single-column format _____

(b) Dual-column format _____

(2) Additional Copies of Code: number of copies _____ (with binders: Yes or No) _____

The Municipality may purchase additional codes at (*circle one*): \$60 per copy or \$45 without a binder.

(3) 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. Deliver to the Municipality 2 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 \$200 per annual statutory update, plus shipping/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.

(4) 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*): PDF WordPerfect or Microsoft Word

(5) Code Online in Searchable Program:

- (a) The Publisher shall convert the Municipality's code into the a fully searchable format for CD, USB or Download, and Internet for a one-time setup fee: \$550 _____
- (b) Future Supplements (re-indexing) of Searchable Code: \$1.95/page (cost is in addition to editing charge for printed pages) _____
- (c) Code on the Internet (after conversion) at \$495 per year. _____
- (d) Access and Search other codes on American Legal Publishing's Website No charge

Choose a schedule for future updates:

Printed Book Updates: _____ annually _____ six months _____ quarterly _____ as ordinances pass

Folio/Internet Updates: _____ annually _____ six months _____ quarterly _____ as ordinances pass

(6) Optional Advance Legislative List:

- (a) Advance Legislative List with linking to text of complete ordinance:

\$95/year + \$10/ordinance _____

(Add \$2 per ordinance if provided to Publisher in hard copy format only instead of electronically such as in MS Word, WordPerfect or PDF)

Unlimited number of ordinances \$300/year _____

- (b) Should all ordinances passed be listed on the web, or just those that affect the code:

All ordinances (even if not codifiable): _____

Just codifiable ordinances: _____

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 May 31, 2019, 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 Dry Ridge, Kentucky
By _____
Title _____
Date _____

American Legal Publishing Corporation
By _____
Title Ray Bollhauer, Staff Attorney
Date _____