

THE CITY OF WINDSOR HEIGHTS, IOWA

RESOLUTION NO.14-0414

A RESOLUTION TO AUTHORIZE THE APPROVAL OF A CONTRACT WITH  
IOWA CODIFICATION, INC. IN AN AMOUNT NOT TO EXCEED \$6,600.00

WHEREAS, it has been determined that there is a need to recodify the ordinances for the City of Windsor Heights, Iowa as the last codification was completed in the year 2014; and

WHEREAS, the City Council of Windsor Heights, Iowa proposes to adopt a revised code of ordinances containing existing ordinances of the City of Windsor Heights, with amendments to certain of those ordinances to correct typographical and technical errors, to incorporate revised ordinances, and to correct conflicts with state or local law; and

WHEREAS, it is the general practice of city governments to outsource this lengthy and detailed process; and

WHEREAS, an initial proposal for recodification services has been provided by Iowa Codification, Inc., a reputable provider of recodification services uniquely suited to provide the City the services it needs, in the amount of \$6,600.00; and

WHEREAS, the City Council of Windsor Heights, Iowa finds that adoption of this Resolution is in the best interest and welfare of the residents of the City,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Windsor Heights, Iowa, that the City Administrator is hereby authorized to negotiate and enter into an agreement with Iowa Codification, Inc. for codification services consistent with the attached proposal, together with such changes as may be acceptable to the City Administrator and approved as to form, content, and legal sufficiency by the City Attorney, in an amount not to exceed \$6,600.00.

PASSED AND APPROVED THIS \_\_ DAY OF \_\_\_\_\_ 2014.

\_\_\_\_\_  
Diana Willits, Mayor

Attest:

\_\_\_\_\_  
Jeff Fiegenschuh, City Administrator/Clerk

**IOWA CODIFICATION, INC.**

610 Buddy Holly Place  
P.O. Box 141  
Clear Lake, Iowa 50428  
(641) 357-7596

**AGREEMENT FOR CODIFICATION SERVICES**

Iowa Codification, Inc., hereinafter referred to as the COMPANY, and the City of Windsor Heights, Iowa, hereinafter referred to as the CITY, hereby agree as follows:

**ARTICLE 1  
CODE UPDATE PREPARATION**

1.1 The CITY agrees to provide to the COMPANY one copy of all ordinances which have not been incorporated into the CITY's 2009 Code of Ordinances.

1.2 The COMPANY agrees to supplement uncodified Ordinances No. 10-01 – 13-01, add appropriate legislative amendments, and incorporate various model changes and text revisions as necessary to update the CITY's Code of Ordinances. In addition, the COMPANY agrees to provide proceedings to the CITY for adoption of the updated code and a CD of the code files in Word. As part of the recodification process, the COMPANY agrees to furnish one (1) copy of the updated code pages for review by the CITY. The parties hereto agree that all material provided by the COMPANY under the terms of this SECTION remains the property of the COMPANY and shall not be duplicated, copied or in any fashion reproduced in whole or in part, except for purposes of review by CITY officials, without the express written consent of the COMPANY.

1.3 The CITY agrees to review and modify the draft of the updated pages and to return the edited copy to the COMPANY within ninety (90) days after receipt of the draft.

1.4 The COMPANY agrees to prepare and print for use of the CITY fifteen (15) complete copies of the updated Code of Ordinances upon receipt of the edited copy specified in Section 1.3 hereof.

1.5 Further draft copies following the first draft pages will not be provided unless requested by the CITY. If a second draft is requested, the CITY agrees to pay the COMPANY's costs related to printing and shipping such additional draft pages. The second draft must be returned within forty-five (45) days after receipt by the CITY. There shall be a charge of ten dollars (\$10.00) per page for any pages requiring retyping of the second draft because of changes requested by the CITY which are not typographical or similar errors on the part of the COMPANY.

1.6 The Base Price for services and materials provided with respect to the contents of the updated Code of Ordinances shall be \$6,500.00. If the draft pages are not edited and returned to the COMPANY within the time frames specified in either Section 1.3 or 1.5 of this AGREEMENT, the Base Price will be increased by fifteen percent (15%) in order to cover costs incurred by the COMPANY if reprocessing the draft is necessary to incorporate model changes, updates and revisions which have been developed by the COMPANY subsequent to delivery of the draft to the CITY.

1.7 Payment for services and materials provided under this AGREEMENT shall be as follows:

A. An initial payment of two thousand six hundred dollars (\$2,600.00) shall be due and payable upon execution of this AGREEMENT by the CITY.

B. Final payment shall be due and payable upon delivery by the COMPANY to the CITY of the final sets of replacement pages for the updated Code of Ordinances.

1.8 All material provided by the COMPANY under the terms of this AGREEMENT is intended for the sole and exclusive use of the CITY and the CITY shall not allow such material to be duplicated, copied or in any manner reproduced in whole or in part for the use or benefit of any other person, city, governmental agency, firm, or corporation for profit without the express written consent of the COMPANY.

