



AGENDA
MEXICO CITY COUNCIL WORK SESSION
CITY HALL – 300 N. COAL
JANUARY 26, 2015
6:00 P.M.

1. Call to Order
2. Roll Call
3. Council Discussion
 - A. Economic Development Department Update
Russell Runge, Assistant City Manager/Economic Development
4. Other Business
 - A. Consideration of Future Discussion Items
 - B. Project Updates
5. Adjournment

BY ORDER OF THE MAYOR

Dan Botts

MAYOR

RECEIVED NOTICE:

DAN BOTTS

RONALD LOESCH

STEVE NICHOLS

CHRIS WILLIAMS

GREG MILLER

**City of Mexico, Missouri
City Council Meeting Agenda
City Hall
300 N. Coal Street
Mexico, Missouri 65265**



**January 26, 2015
7:00 p.m.**

1. Call to Order

2. Roll Call

3. Presentation

A. Williams – Keepers LLC – 2014 Audit and Financial Report

4. Approval of Minutes

A. January 12, 2015 – Regular Session

5. Resolutions (Reading and Passage)

A. Bill No. 2015 – 04. A Resolution Authorizing the City Manager to Enter Into A Construction Contract with Irvinbilt Constructors, Inc. for Improvements to the Municipal Swimming Pool Filter Area. (Reading and Passage)

B. Bill No. 2015 – 05. A Resolution Authorizing the City Manager to Execute An Agreement with the Knights of Columbus for Requested Funding from the Mexico Tourism Tax. (Reading and Passage)

C. Bill No. 2015 – 06. A Resolution of the City of Mexico, Missouri, Adopting All Aspects Pertaining to the City of Mexico, in the Audrain County Multi-Jurisdictional Hazard Mitigation Plan and the Effort to Become a Disaster Resistant Community. (Reading and Passage)

D. Bill No. 2015 – 07. A Resolution Authorizing the City Manager to Enter Into An Agreement with Municipal Code Corporation for the Recodification of the Mexico City Code. (Reading and Passage)

6. Other Business

A. Claims

7. Comments

A. Council

B. Public (*Please state name and address for the record and keep comments to a maximum of three minutes*)

8. Adjournment into Executive Session pursuant to the Revised Statutes of Missouri § 610.021 (1) litigation.

9. Adjournment



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**CITY OF MEXICO, MISSOURI
CITY COUNCIL MEETING MINUTES
JANUARY 12, 2015**

The Council of the City of Mexico, Missouri met in regular session on January 12, 2015 at 7:00 p.m. in the Council Chambers of City Hall, with the following members present: Chairman Pro Tem Ron Loesch; Councilmen Steve Nichols, Chris Williams and Greg Miller. Also present were Bruce R. Slagle, City Manager; Roger D. Haynes, Deputy City Manager; Russell Runge, Assistant City Manager/Economic Development; Susan Rockett, Department of Public Safety Director; Rita Jackson, Community Development Director; Kensey Russell, City Engineer/Public Works Director; Chad Shoemaker, Parks & Recreation Director; Louis Leonatti, City Attorney; Patrick Shaw, IT Specialist; and Marcy LeCount, City Clerk, as well as members of the media and interested citizens. Absent, Councilman Steve Nichols.

The Meeting was called to order with Chairman Pro Tem Loesch presiding.

APPROVAL OF MINUTES – DECEMBER 17, 2014 – REGULAR SESSION

Chairman Pro Tem Loesch moved for approval of the Minutes of the December 17, 2014 regular session as presented. Councilman Williams seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Williams, Miller, Loesch. Nays, None. Abstaining, Nichols. Absent, Botts. The Minutes were approved as presented.

NEW BUSINESS – RESOLUTIONS (READING AND PASSAGE)

Bill No. 2015 – 01. A Resolution Authorizing the City Manager to Enter Into an Agreement with the Miss Missouri Scholarship Pageant, Inc. to Provide Tourism Activities for the City of Mexico, Missouri.

City Manager Slagle provided a brief history of the Miss Missouri funding and called upon Deputy City Manager Haynes to provide the report.

Deputy City Manager Haynes stated that Bill No. 2015-01 would authorize the City Manager to enter into an Agreement with the Miss Missouri Scholarship Pageant, Inc. to assist in promoting tourism in the City of Mexico. The 2014 – 2015 annual budget allows Ten Thousand and No/100 Dollars (\$10,000) for use by the Miss Missouri Pageant, Inc. Deputy City Manager Haynes stated that the City has been providing tourism support to the Miss Missouri Scholarship Pageant, Inc. for several years with contributions being 1993 (\$15,500), 1994 – 1995 (\$9,500), 1996 – 2000, (\$7,500) and increasing to \$10,000 in 2001. Deputy City Manager recommended that Council proceed with reading and passage of Bill No. 2015-01.

Ann Jolly, Chairman of the Board for the Miss Missouri Scholarship Pageant, expressed appreciation for the City's support and provided additional information on activities that are held year round for the preparation of the pageant.

Councilman Williams moved for reading of Bill No. 2015-01. Councilman Nichols seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Williams, Miller, Loesch, Nichols. Nays, None. Absent, Botts. Bill No. 2015-01 was read in its entirety by Councilman Williams.

Councilman Williams moved for passage of Bill No. 2015-01. Councilman Nichols seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Williams, Miller, Loesch, Nichols. Nays, None. Absent, Botts. Bill No. 2015-01 was passed as Resolution No. 3708.

Bill No. 2015 – 02. A Resolution Authorizing the City Manager to Enter Into an Agreement with the Audrain County Historical Society to Assist in Providing Services to Citizens.

City Manager Slagle provided a brief history of funding that is provided by the City to the Audrain County Historical Society and called upon Deputy City Manager Haynes to provide the report.

Deputy City Manager Haynes stated that Bill No. 2015-02 would authorize the City Manager to enter into an agreement with the Audrain County Historical Society to assist in providing services to citizens. The 2014 – 2015 budget allows for the City of Mexico to contribute to the Audrain County Historical Society (ACHS) the sum of Four Thousand Nine Hundred and No/100Dollars (\$4,900) for the use in providing programs and activities to citizens. The City has provided assistance to the ACHS since 2000. Deputy City Manager Haynes recommended that Council give reading and passage to Bill No. 2015-02.

Tony Robertson, President of the Board for ACHS, expressed appreciation to Council Members for awarding the funding and provided a brief overview of activities that are held at the ACHS.

Councilman Nichols moved for reading of Bill No. 2015-02. Councilman Miller seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Williams, Miller, Loesch, Nichols. Nays, None. Absent, Botts. Bill No. 2015-02 was read in its entirety by Councilman Nichols.

Councilman Nichols moved for passage of Bill No. 2015-02. Councilman Miller seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Williams, Miller, Loesch, Nichols. Nays, None. Absent, Botts. Bill No. 2015-02 was passed as Resolution No. 3709.

Bill No. 2015 – 03. A Resolution Awarding the Various On-Call Maintenance Services Bid to Plan B Development and Authorizing the City Manager to Execute a Service Agreement.

City Manager Slagle called upon Director Russell to provide the report.

Director Russell stated that a service contract was approved with Randy May Construction May 2014, which included a renewal for one (1) year. The current contract expires April 2015 and under the provisions of the contract, Randy May provided City Staff with written notice to terminate the annual services contract with the City due to medical reasons. The contract was terminated at the end of November 2014. The Public Works Department has maintained an on call contract for various on call services. The Service Agreement is identified as an agreement for various maintenance services, though the primary purpose will be for sanitary sewer line repairs. Request for bids were solicited for Various On-Call Maintenance Services for the City of Mexico's Public Works Department. A Bid Notice was mailed to twelve vendors and was also placed in the *Mexico Ledger*. Two bids were received with the best and lowest bid being from Plan B. Development. An evaluation of the two bids was completed based on the time it takes to make a typical sewer repair.

Typical Repairs	Plan B Development Mexico, Missouri			Mick Mehler & Sons Silex, Missouri	
	Hours	Hourly Rate	Total	Hourly Rate	Total
Excavator and Operator	4	\$95.00	\$380.00	\$180.00	\$720.00
Foreman	8	\$75.00	\$600.00	\$55.00	\$440.00
Labor	16	\$55.00	\$880.00	\$75.00	\$1,200.00
Dump Truck and Driver	2	\$90.00	\$180.00	\$65.00	\$130.00
			\$2,040.00		\$2,490.00

Director Russell recommended that Council proceed with reading and passage of Bill No. 2015-03.

Council Members and Staff held discussion regarding the use of on-call maintenance services and the two bids that were received for the project.

Councilman Miller moved for reading of Bill No. 2015-03. Councilman Nichols seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Williams, Miller, Loesch, Nichols. Nays, None. Absent, Botts. Bill No. 2015-03 was read in its entirety by Councilman Miller.

Councilman Miller moved for passage of Bill No. 2015-03. Councilman Nichols seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Williams, Miller, Loesch, Nichols. Nays, None. Absent, Botts. Bill No. 2015-03 was passed as Resolution No. 3710.

OTHER BUSINESS

Update of City's Brush Yard Operation

City Manager Slagle provided a brief report on the proposed City's brush yard operation and called upon Director Shoemaker to present the report.

Director Shoemaker provided Council Members with rules for the operation of the brush yard. Director Shoemaker provided an overview of the brush yard operation and personnel required for the operation. The City took over operation of the brush yard effective January 1, 2015 due to a contract termination with Braik Brothers. Council Members held discussion regarding the brush yard operation and proposed rules, regulations and operation hours.

CLAIMS

The list of claims was presented for approval.

Councilman Miller moved for approval of the list of claims as presented. Councilman Nichols seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Williams, Miller, Loesch, Nichols. Nays, None. Absent, Botts.

The list of claims was approved.

COUNCIL COMMENTS

Councilman Williams commented on Ameren Missouri’s efforts on street light repairs. Director Russell answered Councilman Williams’ questions. Councilman Williams commented that he was looking forward to this year and that Mexico should have a pretty good year this year.

Councilman Nichols commented on Coal Street being dark and the possible need for a street light.

City Manager Slagle provided an update on the demolition of 214 E. Liberty.

Chairman Pro Tem Loesch inquired about the City’s street sweeping efforts in the MoDOT intersections. Chairman Pro Tem Loesch received a complaint from a resident regarding the condition of the intersections. Discussion was held regarding the litter in the intersection and if there would be an opportunity for the City to work with MoDOT. Director Russell answered Chairman Pro Tem Loesch’s concerns regarding the sweeping of the MoDOT intersections. Director Russell stated that Staff would make contact with MoDOT and see if an agreement could work together on the project.

PUBLIC COMMENTS

Ralph Mika, 328 W. Teal Lake Road, made comments regarding the City’s proposed brush yard operation rules and guidelines.

ADJOURNMENT

Chairman Pro Tem Loesch moved to close the open session. The motion was seconded by Councilman Nichols. The Chair called for a vote and motion carried with the vote as follows: Ayes, Williams, Miller, Loesch, Nichols. Nays, None. Absent, Botts.

The City Council Regular Session Meeting was adjourned.

MAYOR

CITY CLERK

APPROVED BY COUNCIL JANUARY 26, 2015

CITY OF MEXICO, MISSOURI
OFFICE OF PARKS & RECREATION DIRECTOR

Agenda: January 26, 2015

Members of City Council
City of Mexico, Missouri

RE: A Resolution Authorizing the City Manager to Enter Into A
Construction Contract with Irvinbilt Constructors, Inc. for
Improvements to the Municipal Swimming Pool Filter Area

Dear City Council Members:

The 2014 – 2015 budget allows for miscellaneous improvements to the filter area of the municipal swimming pool. Bids were advertised in the *Mexico Ledger* and also mailed to fifteen contractors. Two bids were received, J. Louis Crum Corporation of Columbia, Missouri and Irvinbilt Constructors, Inc. of Chillicothe, Missouri.

Irvinbilt Constructors, Inc. submitted a bid totaling \$59,900 and J. Louis Crum Corporation submitted a bid totaling \$70,696 for the improvements. After the city's consultant contacted Irvinbilt Constructors, Inc., it was recommended to add gear operators to the 12" valves at a cost of \$635, which brings the contract amount to \$60,535, which is still well below the bid submitted by J. Louis Crum Corporation.

The Resolution will authorize the City Manager to sign the Agreement which outlines the project, contract times and contract price of the project.

Staff recommends that the Council proceed with reading & passage of the Resolution authorizing the City Manager to enter into a contract with Irvinbilt Constructors, Inc. for improvements to the municipal swimming pool filter area.

Respectfully submitted,

Chad Shoemaker
Parks and Recreation Director

Attachments

Reviewed by: Bruce R. Slagle, City Manager 

BILL NO. 2015 – 04

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH IRVINBILT CONSTRUCTORS, INC. FOR IMPROVEMENTS TO THE MUNICIPAL SWIMMING POOL FILTER AREA

WHEREAS, there is a need to make improvements to the municipal swimming pool filter area and funding has been appropriated in the budget for the improvements; and

WHEREAS, Irvinbilt Constructors, Inc. submitted the lowest and best bid for the improvements.

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

- Section 1. The City Manager is authorized to enter into a contract with Irvinbilt Constructors, Inc. of Chillicothe, Missouri for improvements to the filter area at the municipal swimming pool.
- Section 2. This Resolution shall be in full force and effect from and after the time of its passage.

PASSED THIS 26TH DAY OF JANUARY 2015

MAYOR

ATTEST:

CITY CLERK

INVITATION TO BID

FROM:

The Owner (hereinafter referred to as Owner):

City of Mexico, Missouri Parks and Recreation
300 N. Coal
Mexico, Missouri 65265

And the Engineer (hereinafter referred to as Engineer):

Water's Edge Aquatic Design, LLC
11205 W. 79th Street
Lenexa, Kansas 66214

TO:

POTENTIAL BIDDERS

- A. Your firm is invited to submit an offer under seal to Owner for construction of an aquatic center facility located at the above address before 1:00 pm local standard time on the 16th day of January, 2015. **Submit the offer to the City of Mexico Administrative Services Department, sealed and clearly marked as "Sealed Bid for Municipal Pool Filter Area Improvements"**.
- B. Project Description: Miscellaneous improvements to the filter area of the municipal pool- including new duplex pump station, replacement of filter valves, and replacement of electrical components.
- C. A Pre-Bid Meeting is scheduled for 10:00 A.M. on January 8, 2015. Pre-Bid meeting will be held at the location of the swimming pool - 1200 Adams St., Mexico, MO 65265.
- D. Bid Documents are available electronically in the form of pdf files, through Water's Edge Aquatic Design. Contact: Amanda Good. agood@wedesignpools.com; Tel: (913) 438-4338.
- E. Bidders will be required to provide Bid security in the form and amount indicated in the Instructions to Bidders
- F. Refer to other bidding requirements described in Instructions to Bidders.
- G. Submit your offer on the Bid Form provided.
- H. Your offer will be required to be submitted under a condition of irrevocability for a period of time as indicated on the Bid Form.
- I. The Owner reserves the right to accept or reject any or all offers.

END OF BID SOLICITATION

MEXICO LEDGER –CLASSIFIED ADS

Please place the above in Public Notice for Friday, December 26, 2014. For billing purposes, please refer to PO #79395. Also please provide affidavit of publication, if there are any questions, contact Kerri at 581.2100 ext., 227.

Please fax proof to 581.6261.

Invitation to Bid - 12/22/14
Swimming Pool Repairs
Mexico, MO

COMPANY	Trade	ADDRESS	STATE	PHONE	FAX	CONTACT	EMAIL 1
McGraw-Hill Dodge	Planroom	22707 West 72nd Terrace, Shawnee, KS 66227	KS	(913) 422-1239	(913) 273-0444	Roger Davidson	Roger_Davidson@McGraw-Hill.com
Builder's Association	Planroom	720 Oak Street, Kansas City, MO 64106	MO	(816) 531-4741	(816) 531-0522	Emily Miller	EMiller@BuildersAssociation.com
2 Point Construction	General	8004 Reader, Lenexa, KS 66214	KS	(913) 748-1855	(913) 748-1893	Tony Penny	Tony@2PointConstruction.com
Aquatic Builders	Pool Builder	15630 South Lindenwood, Olathe, KS 66062	KS	(913) 839-8322	(913) 839-8322	Cherie Cobbett	AquaticBuilders.CC@gmail.com
Carrothers Construction Co.	General	401 W. Wea, Peola, KS 66071	KS	(913) 284-2361	(913) 284-2211	Fritz Caspar / Cherie Wordan	CasparF@CarrothersConstruction.com
Continental Pools	Pool Builder	805 E. Warren Street, Gardner, KS 66030-1619	KS	(913) 856-2841	(913) 856-4281	Brian Lowe	LoweBE@CenturyLink.net
Prosser Wilbert Construction	General	13730 W. 108th Street, Lenexa, KS 66215	KS	(913) 906-0104	(913) 906-9575	Andy Prosser	AProsser@ProsserWilbert.com
Sterling Construction	General	3104 West 154th Street, Overland Park, KS 66224	KS	(913) 281-1700	(913) 281-2205	Steve VanSiedle	SteveV@SterlingConstructionKC.com
Capri Pools	Pool Builder	8053 Chivvis Drive, St. Louis, MO 63123	MO	(314) 351-5020	-	Cary Dennis	Cary@CapriPool.com
Crawford Mechanical Contractors, Inc.	Mechanical	2033 SE M 281 Hwy, Lee's Summit, MO 64063	MO	(816) 525 - 7222	(816) 525-8599		CMC0011@ATT.net
Irvinbilt Company	General	10 Hickory Street, PO Box 80, Chillicothe, MO 64601	MO	(660) 846-1330	(660) 846-3461	Joe Garrison	JGarrison@Irvinbilt.com
Westport Construction	General	1006 Clark Street, Clinton, MO 64735	MO	(660) 885-2231	(660) 885-7722	Russell Hunter	Westport_Construction@hotmail.com
Westport Pools	Pool Builder	156 Weldon Parkway, St. Louis, MO 63043	MO	(800) 498-8283	-	Dave Calvin	DCalvin@WestportPools.com
Bleigh Construction	General	9037 Highway 188, Palmyra, MO 63461	MO	(573) 221-2247			lym for email on 12/23/14
J. Louis Crum Corporation	Mechanical	1312 Creasy Springs Road, Columbia, MO 65202	MO	(573) 443-2488			mailbox@lscrum.com

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between The City of Mexico, Missouri (“Owner”) and
Irvinbilt Constructors, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Miscellaneous improvements to filter area, duplex pumps, and electrical items.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Water’s Edge Aquatic Design, LLC.

3.02 The Owner has retained Water’s Edge Aquatic Design, LLC (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before April 30, 2015. ~~and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before _____.~~

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. ~~Substantial and Final~~ Completion: Contractor shall pay Owner \$250.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for ~~Substantial and Final~~ Completion until the Work is complete.
 2. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
-

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: \$60,535.00

~~All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment ~~in accordance with Article 15 of the General Conditions~~. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 90% percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work ~~in accordance with Paragraph 15.06 of the General Conditions~~, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 12% percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
 - E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - I. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

CONTRACT DOCUMENTS

8.02 Contents

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 6, inclusive).
 2. Performance bond (pages 7 to 8, inclusive).
 3. ~~Payment bond (pages 9 to 10, inclusive).~~
 4. ~~Other bonds.~~
 - a. ~~_____ (pages _____ to _____, inclusive).~~
 5. General Conditions (pages 1 to 5 inclusive).
 6. ~~Supplementary Conditions (pages 11 to 12, inclusive).~~
 7. Specifications as listed in the table of contents of the Project Manual.
 8. Drawings (not attached but incorporated by reference) consisting of 6 sheets with each sheet bearing the following general title: Mexico, MO – Municipal Pool Mechanical Improvements [or] the Drawings listed on the attached sheet index.
 9. Addenda (number 1, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 4, inclusive).
 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without

limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

This Agreement will be effective on [REDACTED] (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

CITY OF MEXICO, MISSOURI
OFFICE OF DEPUTY CITY MANAGER

Agenda: January 26, 2015

Members of City Council
City of Mexico, Missouri

RE: A Resolution Authorizing the City Manager to Execute An Agreement
with the Knights of Columbus for Requested Funding from the Mexico
Tourism Tax

Dear City Council Members:

The City of Mexico currently has a tourism tax that is collected by the hotels/motels within the city limits. The attached Resolution authorizes the City Manager to execute an agreement with the Knights of Columbus to receive tourism funding for an advertising campaign.

The Mexico Tourism Commission has reviewed the application and recommends to the Mexico City Council the distribution of funds as follows:

<i>Organization</i>	<i>Festival</i>	<i>Purpose</i>	<i>Amount Requested</i>	<i>Amount Recommended</i>
Knights of Columbus	2 nd Annual Mid Missouri Beer Fest	Advertising	\$4,950	\$1,500

Staff recommends that Council concur with the Mexico Tourism Commission's recommendation and proceed with reading and passage of the attached Resolution.

Respectfully submitted,

Roger Haynes
Deputy City Manager

RH
Attachments

Reviewed By: Bruce R. Slagle, City Manager 

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE AN AGREEMENT WITH THE KNIGHTS OF COLUMBUS FOR
REQUESTED FUNDING FROM THE MEXICO TOURISM TAX**

WHEREAS, the Mexico Tourism Commission recommends to City Council that the Knights of Columbus be allowed to receive tourism funding for their tourism advertising campaign.

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

- Section 1. That the City Manager be authorized to enter into an agreement on behalf of the City of Mexico with the Knights of Columbus for tourism funding.
- Section 2. This Resolution shall be in full force and effect from and after the time of its passage.

PASSED THIS 26TH DAY OF JANUARY 2015

MAYOR

ATTEST:

CITY CLERK



Mexico Tourism Commission
Request for Tourism Support

Name of Organization: KNIGHTS OF COLUMBUS
Contact Person: TONY DIBLAS
Address: 312 JEFFERSON RD, MEXICO
Contact Numbers:
Telephone _____ Cell: 721-0952
Contact Email: tdiblas163@gmail.com
Name of Event: www.MIOMODERRREST.com
Date of Event: MAY 9, 2015
Location of Event: KNIGHTS OF COLUMBUS GROUNDS HWY 15
Amount Requesting: \$ 4,950.00
Provide in detail, how this event will promote tourism in Mexico:

PLEASE SEE ATTACHMENT

Provide a detailed listing of advertising medium with cost, number of advertisements and timing of advertisements i.e. newspaper, radio, magazine, internet, direct mail.

Incomplete application will not be considered.

Tony Diblas

Signature of Organization Representative

11/25/14

Date Submitted

Completed Application must be submitted to the Mexico Tourism Commission,

300 N. Coal, Mexico, MO three (3) months prior to the planned event.

Guidelines:

1. All events and promotional materials must show potential to attract tourism to Mexico from outside the community.
2. All events funded must be open to the general public.
3. No event shall promote a specific candidate, political party or platform.

Knights of Columbus request for tourism support.

Our second annual Mid-Missouri Beer Fest will host over 20 breweries represented from around the state and other regions. Most of the brewers and their personnel themselves had never been to Mexico before, and they do have a following when it comes to events of this nature, bringing new faces to our town. With around 500 in attendance at the 2014 event, we are expecting to double that for 2015. From all indications, from how our event was received, we are confident that we expect a much larger turnout. The time of our event is from 12 noon until 5, which gives people time to visit our local pubs or restaurants before leaving town. Some of our vendor's products are served or sold locally, and our attendee's will make purchases of their favorites. With the funds requested, we hope to advertise outside of our local market.

Our proposed advertising listing and estimate for 2015.

Mid Mo Trader-----	2- 3x7 Ads	\$250.00
Nemo Trader-----	1- 5x8.5 Ad	\$250.00
Ad Finder-----	1- 3x7 Ad	\$250.00
Mexico Ledger-----	3 Ads	\$300.00
Vandalia Leader-----	1- 3x6 Ad	\$100.00
Centralia Fireside Guard-----	1- 3x6 Ad	\$100.00
Wellsville Optic News-----	1 Ad	\$100.00
STL Post Dispatch Friday Go-----	1-1/8 pg Ad	\$1500.00
Columbia Tribune-----	3 Ads	\$800.00
93.9 The Eagle & KWWR Country 96-----		\$1000.00
Face book Ads-----		\$300.00
	Total	\$4950.00

**CITY OF MEXICO, MISSOURI
MEXICO TOURISM COMMISSION MINUTES
2ND FLOOR CONFERENCE ROOM – CITY HALL
January 20, 2015 – 12:00 p.m.**

A meeting of the Mexico Tourism Commission was held at 12:00 p.m. on January 20, 2015 at City Hall, 2nd Floor Conference Room. The following members were present: Kathy Lewis, Sheila Bhakta, Derek Stuckenschneider, and Janine Vogel. Also attending Sandy Benn, Acting Secretary.

Janine Vogel called the meeting to order.

MINUTES

The November 19, 2014 Mexico Tourism Commission Minutes were presented and approved.

REVIEW AND RECOMMENDATIONS OF APPLICATIONS

Vince Fuemmeler representing the Knights of Columbus attended the meeting to present the 2nd Annual Mid-Missouri Beer Fest, and was able to answer questions for the event.

The Knights of Columbus submitted a request for \$4,950.00 for the 2nd Annual Mid-Missouri Beer Fest. Discussion held.

Mrs. Vogel made a motion to recommend to the Mexico City Council to approve the distribution of funds to the Knights of Columbus for the event 2nd Annual Mid-Missouri Beer Fest in the amount of \$1,500.00. Mr. Stuckenschneider seconded the motion and carried with the vote of passage as follows: Ayes: Lewis, Bhakta, Stuckenschneider and Vogel.

ADJOURNMENT

The meeting was adjourned at 12:20 p.m.

**CITY OF MEXICO, MISSOURI
OFFICE OF CITY MANAGER**

Agenda: January 26, 2015

Members of City Council
City of Mexico, Missouri

RE: A Resolution of the City of Mexico, Missouri Adopting All Aspects Pertaining to the City of Mexico in the Audrain County Multi-Jurisdictional Hazard Mitigation Plan and the Effort to Become a Disaster Resistant Community

Dear City Council Members:

Hazard Mitigation plans are required for nearly 1,000 cities and 114 counties in Missouri for all federally declared disasters such as flood, earthquake, dam failure, severe winter weather, tornado and windstorms, drought and extreme heat, and wildfire. Under the new rules for federal mitigation funding, local governments will be required to have Federal Emergency Management Agency (FEMA) approved hazard mitigation plans in place as a condition to receiving federal mitigation grant funding.

Under the initiative set forth by Missouri's State Emergency Management Agency (SEMA), the Missouri Association of Councils of Government (MACOG) agreed to meet the challenge of developing county and municipal plans throughout the state. The 19 regional planning commissions of MACOG provide an effective way for local governments to work together to share technical staff and address common problems in need of an area-wide approach. They also can effectively deliver programs that might be beyond the resources of an individual county or municipal government. The intent of the regional planning commissions in Missouri is to be of service to their member counties and municipalities and to bring an organized approach to addressing a broad cross-section of area-wide issues. They also are available to assist their member entities in coordinating the needs of the area with state and federal agencies or with private companies or other public bodies.

Through SEMA's Scope of Work, Audrain County contracted with Mark Twain Regional Council of Governments (MTRCOG) and participated fully in the preparation of the plan. Once this plan is approved, Audrain County and cities within the County will be eligible for future mitigation assistance from FEMA and will be able to more effectively carry out mitigation activities to lessen the adverse impact of future disasters within Audrain County.

The primary role of the regional planning commission is to provide a technical staff capable of providing sound advice to its membership and working for coordination of various planning and infrastructure needs among the various counties and municipalities, as appropriate. The staff of the Mark Twain Regional Council of Governments (MTRCOG) prepared the Audrain County Natural Hazard Mitigation Plan and serves the counties of Marion, Ralls, Pike, Shelby, Monroe, Audrain, Macon, and Randolph as well as the incorporated municipalities within those counties. Participation of local governing bodies as stakeholders is critical to successful mitigation implementation.

MTRCOG has collaborated with each local government and the three school districts within Audrain County to assure participation and sense of ownership among local government officials. The Audrain County Natural Hazards Mitigation Action Plan is the result of a collaborative effort. The Hazard Mitigation Committees guided the process of developing the plan. Since Audrain County has no university or college within its boundary, only county, city and school district committees were formed. The three school districts in the county participated in the county meetings.

This plan will not deal with those events that happen on a daily basis, which do not cause widespread problems and are handled routinely by the county and city officials. However, this plan will deal with the natural disasters of flooding, earthquakes, drought and extreme heat, severe winter weather, severe storms and tornados, dam failure, wildfires, levee failure, landslide, and sinkholes. The occurrence of any of the above could create needs and cause suffering that the victims cannot alleviate without assistance, and that requires a commitment of governmental resources.

The mission of the Audrain County Natural Hazards Mitigation Plan is to promote sound public policy designed to protect citizens, critical facilities, infrastructure, private property, and the environment from natural hazards. This can be achieved by increasing public awareness, documenting the resources for risk reduction and loss-prevention, and, identifying activities to guide the county towards building a safer, more sustainable community.

Staff recommends that Council adopt all aspects pertaining to the City of Mexico in the Audrain County Multi-Jurisdictional Hazard Mitigation Plan and the effort to become a disaster resistant community and proceed with reading and passage of the attached Resolution.

Respectfully submitted,

Bruce R. Slagle
City Manager



A RESOLUTION OF THE CITY OF MEXICO, MISSOURI, ADOPTING ALL ASPECTS PERTAINING TO THE CITY OF MEXICO, IN THE AUDRAIN COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN AND THE EFFORT TO BECOME A DISASTER RESISTANT COMMUNITY

WHEREAS, the City of Mexico recognizes that no community is immune to disaster, and that the City, being located in a state that is vulnerable to disaster hazards, desires to become more resistant to such disasters; and

WHEREAS, the City of Mexico has in the past, and will in the future continue to undertake measures to reduce the adverse impact of disasters in our community to include (but not exclusively) participating in programs and activities with SEMA, FEMA, other state and federal agencies, other county governments, and other local jurisdictions within this County:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY MAYOR AND THE CITY COUNCIL OF MEXICO, MISSOURI, AS FOLLOWS:

- Section 1. That the effort to become more disaster resistant is deemed worthy of support and that all aspects pertaining to the City of Mexico, in the Audrain County Multi-Jurisdictional Hazard Mitigation Plan be adopted.
- Section 2. That all aspects pertaining to the City of Mexico, in the Audrain County Multi-Jurisdictional Hazard Mitigation Plan shall be monitored, evaluated, updated and resubmitted to this governing body for re-adoption periodically (at least) every five years from the date of the last adoption.
- Section 3. This Resolution shall be in full force and effect from and after the time of its passage.

PASSED THIS 26TH DAY OF JANUARY 2015

MAYOR

ATTEST:

CITY CLERK

**CITY OF MEXICO, MISSOURI
OFFICE OF CITY MANAGER**

Agenda: January 26, 2015

Members of City Council
City of Mexico, MO

RE: A Resolution Authorizing the City Manager to Enter Into
An Agreement with Municipal Code Corporation for the
Recodification of the Mexico City Code

Dear City Council Members:

City Council is aware and has expressed concerns regarding the City's current code being out of date and many sections of the code needing to be rewritten. The 2014 – 2015 annual budget allows \$25,750 for recodification of the City's codes.

Because this is a professional service, contact was made to the two leading codification companies that provide these services. Sullivan Publications and Municipal Code Corporation (Municode) were contacted to provide an outline for services and estimate of cost for a recodification.

Municode provided the best and lowest cost proposal of \$15,750 with an amount not to exceed \$16,650 to research, edit, index and publish the new code. The services will also include updates to the City's current on-line services and will improve searchable ordinances. Municode is currently providing codification services to the City and has been serving the City since 1988.

Staff recommends that the Council proceed with reading and passage of the attached Resolution authorizing the City Manager to enter into an agreement with Municipal Code Corporation for the recodification of the Mexico City Code.

Respectfully submitted,

Bruce R. Slagle
City Manager



BILL NO. 2015 – 07

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MUNICIPAL CODE CORPORATION FOR THE RECODIFICATION OF THE MEXICO CITY CODE

WHEREAS, the City of Mexico has selected Municipal Code Corporation (Municode) for the recodification of the Mexico City Code; and

WHEREAS, an agreement needs to be signed with Municode for their services.

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

Section 1. The City Manager is hereby authorized to execute an agreement with Municipal Code Corporation for the recodification of the Mexico City Code.

Section 2. This Resolution shall be in full force and effect from and after the time of its passage.

PASSED THIS 26TH DAY OF JANUARY 2015

MAYOR

ATTEST:

City Clerk

SCOPE OF WORK

MUNICIPAL CODE CORPORATION, a corporation duly organized and existing under the laws of the State of Florida, hereinafter referred to as Municode, hereby offers to perform codification services for the **CITY of MEXICO, MISSOURI**, hereinafter referred to as Client.

Municode will research, edit, index and publish (both in print and electronically) the finally enacted legislation Client specifies for inclusion in the Code.

1. **Material.** The following sections describe the nature of material included or excluded in the project, returning an archival copy to the Client and adding material to the on-line collection.

- a. **Included Ordinances.** All legislation of a general and permanent nature, passed in final form by the Client, as of the cut off date established by the Municode attorney (usually following delivery of the Legal Memorandum) will be included in the new Code. Municode prefers the material in an editable electronic form, and will rely upon the electronic media during the codification process when furnished electronically. However, materials are not required to be furnished in electronic form and can be provided as a printed copy. All material received by Municode will be acknowledged via e-mail to establish a record of included ordinances. Research of minutes can be provided as agreed upon by the Client and Municode.
- b. **Omitted Ordinances.** Legislation not of a general and permanent nature will be omitted from the Code unless otherwise instructed by Municode or the Client. Examples of such legislation include: Appropriations; Franchises; Bonds; Vacating Streets and Other Public Properties; Sales of Surplus Assets and Properties; Tax Levies; Special Elections; Contracts and Agreements; Rezoning; Personnel Regulations; Annexations and Disannexations; Tax Anticipated Notes and Issuances of Similar Debt Instruments; Appointments of Named Individuals to Positions within a Governmental Body; Comprehensive Master Plans, Traffic Schedules, and Fee Schedules (however, Fee Schedules can be provided for an additional fee – quotation upon request).
- c. **Additional Content.** Additional material can be posted on-line along with the new Code. Such material will be excluded from the research, editing and print publication process, but fully searchable on-line. Examples of additional content include: Administrative Rules & Regulations; Policy and Procedure Manuals; and Forms required for applications or to apply for permits or licenses.

2. **Legal and Editorial Work.** Municode will assign a team, consisting of a lead attorney, editor, proofreader and indexer, to the project. All recommendations by this legal team are intended for use by the Client's attorney and should not be considered legal advice. This legal team is responsible for the following:

- a. **Research and Review.** Municode will research all legislation submitted by the Client against the State Constitution, State Law, the Charter (if the Client has adopted one); additionally, the ordinances are compared to other ordinances to determine if there are any inconsistencies or conflicts within the legislation itself. Zoning and Land Use provisions will be reviewed only if included in the Code. Ordinances enacted, or added, subsequent to the date of this agreement, or items not contemplated within the scope of service, may be added at the additional page rate.
- b. **Structure.** Municode will suggest a structure and organization for the Code and provide a Table of Contents indicating said structure. Municode will assume the existing Code organization is to remain intact unless discussed with our attorney and approved by the Client.
- c. **Legal Memorandum.** Municode will submit a legal memorandum for the Client's review. This memorandum will reflect the Municode attorney's legal review and will embed the attorney's comments and questions within text of the Code as "Comments" or "Footnotes." The legal memorandum will be provided in electronic form, though a printed copy will be provided upon request.
- d. **Conference.** Municode will conduct a conference, either in person, via telephone or webinar, to review the legal memorandum. The conference will be held as soon as possible upon completion of the legal review. All interested personnel may be included; but the Client's attorney and Clerk are essential. Issues discovered during the legal research will be discussed at the conference, with agreed upon solutions noted in the legal memorandum. The Client's attorney has the final decision making authority for resolution of issues brought up at the Conference or "footnoted" in the Legal Memorandum.

- e. **References.** Municode will provide State Law references within the Code. Editor's notes will be provided as appropriate. Internal references within the Code will be hyperlinked in the on-line version.
- f. **Editing.** Municode will edit the text of the Code to reflect proper grammar and stylistic consistency. Municode will not reword any provision that changes the substantive intent of the Code, unless the Client approves the revision. However, non-substantive revisions to improve readability are a part of the codification process.
- g. **Proofreading.** Municode will proofread the Code prior to submitting proofs. The text will be reviewed for sense, structure and to ensure the implementation of the decisions by the Client and Municode's attorney are correct.
- h. **Page Format Options.** Municode will review page composition format options, such as font type (e.g. Times, Helvetica, New Century Schoolbook, Avant-Garde Demi, Courier, Palatino, Helvetica Narrow, Century Gothic and Arial-MT) font size (10, 11, 12 point) page layout (single or double column), graphics appearance and placement, with the Client. We will help you choose a format that results in a professional document that is easily researched. Sample page formats will be provided for review and selection.
- i. **Index and Tables.** Municode will create a hierarchical, subject matter index and all tables (Contents, State Law Reference, Prior Code Comparison, and Ordinance Disposition) for the Code as necessitated by the materials. Additional tables required by the Client, such as a schedule of fees, can be created or manipulated for an additional hourly fee.
- j. **Graphics.** Municode will add the graphics provided by the Client in a usable (preferably their native) format and insert them into the printed and electronic versions of the Code. Manipulation, enhancement, reformatting of any graphic supplied by the Client will be performed based upon an additional hourly fee.
- k. **Adopting Ordinance.** Municode will provide an Adopting Ordinance upon completion of the project.

3. **Proofs.** After editing and proofreading, proofs incorporating solutions captured in the legal memorandum will be delivered to the Client. The proofs are an updated legal memorandum indicating agreed upon changes as decided by the Client. The proofs will have been edited and proofread, though they will not contain all of the tables and the subject matter index and will not be in final form for printing. A sample of the finished Code format will also be provided.

Municode guarantees typographical correctness. Any errors attributable to Municode will be corrected at no charge during the term of this Agreement. Municode's liability for all services shall extend only to correcting the errors in the Code and subsequent updates, not to any acts or occurrences as a result of such errors, and only as long as the contract is in effect.

4. **Delivery of Code.** A summary of features available on municode.com follow. For a more detailed explanation see the page titled "Website Services" at the end of this proposal.

- a. **Electronic Format and Delivery Options.** The new Code can be delivered in a variety of electronic formats and mediums. Supported formats include FOLIO, PDF, WORD (DOCX) and posted online and integrated with the dtSearch Engine.
- b. **Electronic Features and Tools.** The Code integrated with dtSearch (either posted on municode.com or as Folio) will have the following tools available to the user, search (simple and Boolean), ranked hit list, search history, print / save selected sections, e-mail selected sections (on-line only), expandable Table of Contents, automatic conversion to "mobile-friendly mode" when viewed from a hand held device, ability to link to individual sections from external content and customization of banner to match Client's website design.
- c. **Printing and Binding.** The number of copies needed by the Client will be printed on acid-free paper in the chosen format. Color printing is available at an additional charge. Standard binding for the Code is three-post, expandable, black, leatherette binders with gold, silver or white stamping. Alternate binders, such as D-ring or polyvinyl, are available. The following binder colors are available: dark blue, deep green, maroon and semi-bright black. A Seal or logo can be added in addition to the text on the front and spine of the binder, if desired. Divider tabs for each major section of the Code and Index are also provided.

Our paper vendor is chain-of-custody certified with the Forest Stewardship Council (FSC), Sustainable Forest Initiative (SFI) and Programme for Endorsement of Forest Certification schemes (PEFC).

5. **Client Responsibility.** The Client agrees to:

- a. **Amendatory Legislation.** The Client shall immediately forward all adopted legislation (including amendments, the Charter, Special Acts and other pertinent rules and regulations having the effect of law) to be codified on a continual basis. Submission should be timely and can be sent in electronic or printed form, with electronic submission preferred.
- b. **Review Legal Memorandum.** The Client shall review the Legal Memorandum for content and modify and/or approve the proposed Table of Contents and organization of the Code, page format, font type and size, approve number of copies to be printed, binder colors and choice of electronic format and medium.
- c. **Participation of Attorney.** Ensure the Client's Attorney and other interested personnel attend and participate in the project, including on-site or teleconference and review of the proofs.
- d. **Submission of data.** The Client shall provide data, graphics and tables of the highest reproducible quality, preferably in their original, electronic format. Provide a black and white line art for the seal or logo for the binders, if desired.
- e. **Proofs.** The Client will review and return the proofs within 45 days of receipt. Changes to the text should be marked directly on the proofs. This is very important because delay in the return of proofs can result in protracting the time required for completion of the project and diminishing the effectiveness of the legal review. Changes not discussed at conference, and deletions / additions constituting more than 5% of the total to the proofs may result in a proof update fee. Should the Client fail to return proofs within three (3) months, the balance of the contract shall become due and payable. Additional copies of proofs can be provided upon request.

