

**TOWN COUNCIL OF DEWEY-HUMBOLDT  
REGULAR MEETING NOTICE**

**Tuesday, January 5, 2016, 6:30 P.M.**

**COUNCIL REGULAR MEETING  
2735 S. HWY 69**

**COUNCIL CHAMBERS, TOWN HALL  
DEWEY-HUMBOLDT, ARIZONA**

## **AGENDA**

The issues that come before the Town Council are often challenging and potentially divisive. In order to make sure we benefit from the diverse views to be presented, the Council believes that the meeting be a safe place for people to speak. With this in mind, the Council asks that everyone refrain from clapping, heckling and any other expressions of approval or disapproval. Council may vote to go into Executive Session for legal advice regarding any matter on the open agenda pursuant to A.R.S. 38-431.03 (A) (3), which will be held immediately after the vote and will not be open to the public. Upon completion of Executive Session, the Council may resume the meeting, open to the public, to address the remaining items on the agenda. Agenda items may be taken out of order. Please turn off all cell phones. The Council meeting may be broadcast via live streaming video on the internet in both audio and visual formats. One or more members of the Council may attend either in person or by telephone, video or internet conferencing. **NOTICE TO PARENTS:** Parents and legal guardians have the right to consent before the Town of Dewey-Humboldt makes a video or voice recording of a minor child. A.R.S. § 1-602.A.9. Dewey-Humboldt Council Meetings are recorded and may be viewed on the Dewey-Humboldt website. If you permit your child to participate in the Council Meeting, a recording will be made. You may exercise your right not to consent by not permitting your child to participate or by submitting your request to the Town Clerk that your child not be recorded.

**1. Call To Order.**

**2. Opening Ceremonies.**

**2.1. Pledge of Allegiance.**

**2.2. Invocation.**

**3. Roll Call.** Town Council Members Arlene Alen, Jack Hamilton, Mark McBrady, Dennis Repan, Nancy Wright; Vice Mayor Doug Treadway; and Mayor Terry Nolan.

**4. Announcements Regarding Current Events, Guests, Appointments, and Proclamations.**

Announcements of items brought to the attention of the Mayor not requiring legal action by the Council. Guest Presentations, Appointments, and Proclamations may require Council discussion and action.

**5. Town Manager's Report.** Update on Current Events.

**5.1. Newtown Trailhead project update.**

**5.2. Town attendance at the January 2017 Rural Transportation Summit in Yuma.**

**6. Consent Agenda.**

**6.1. Minutes.** Minutes from the November 17, 2015 Regular Council Meeting; December 1, 2015 Regular Council Meeting.

**7. Comments from the Public (on non-agendized items only).** The Council wishes to hear from Citizens at each meeting. Those wishing to address the Council need not request permission or give notice in advance. For the official record, individuals are asked to state their name. Public comments may appear on any video or audio record of this meeting. Please direct your comments to the Council. Individuals may address the Council on any issue within its jurisdiction. At the conclusion of Comments from the Public, Council members may respond to criticism made by those who have addressed the public body, may ask Town staff to review a matter, or may ask that a matter be put on a future agenda; however, Council members are forbidden by law from discussing or taking legal action on matters raised during the Comments from the Public unless the matters are properly noticed for

discussion and legal action. A 3 minute per speaker limit may be imposed. The audience is asked to please be courteous and silent while others are speaking.

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8. **Discussion Agenda – Unfinished Business.** Discussion and Possible Action on any issue which was not concluded, was postponed, or was tabled during a prior meeting.

8.1. **Discussion of mutually agreed upon process of Town Manager performance review and next steps.** [Continued from the December 8<sup>th</sup> meeting]

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8.2. **Possible legal consultation regarding a town manager evaluation process.** The Council may, by majority vote, recess the regular meeting, hold an executive session and then reconvene the regular meeting for discussion and possible action on elements of this item covered under A.R.S. § 38-431.03(A)(3).

8.2.1. **Recess into and hold an executive session** pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the Town Attorney regarding an evaluation process for the Town Manager.

8.2.2. **Reconvene Regular Meeting.**

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8.3. **Possible discussion and direction on the Town Manager’s employment contract.** The Council may, by majority vote, recess the regular meeting, hold an executive session and then reconvene the regular meeting for discussion and possible action on elements of this item covered under A.R.S. § 38-431.03(A)(4).

8.3.1. **Recess into and hold an executive session pursuant to A.R.S. § 38-431.03(A)(4)** for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town’s position regarding possible amendments to the contract with the Town Manager.

8.3.2. **Reconvene Regular Meeting.**

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8.4. **Discussion with Current Town Attorney on feedback of future legal representation for the Town.** The Council may, by majority vote, recess the regular meeting, hold an executive session and then reconvene the regular meeting for discussion and possible action on elements of this item covered under ARS 38-431.03(A)(1). [CAARF requested by Mayor Nolan]

8.4.1. **Recess into and hold an executive session** pursuant to A.R.S. § 38-431.03(A)(1) for discussions or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of the Town Attorney.

8.4.2. **Reconvene Regular Meeting.**

9. **Discussion Agenda – New Business.** Discussion and Possible Action on matters not previously presented to the Council.

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9.1. **Insurance Services Office/Community Rating Services (CRS) verification and approval.**

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9.2. **Ordinance 16-122 adopting (with amendments) the 2012 Editions of the International Building Code, Residential Code for one and Two family dwellings, International Plumbing Code, International Mechanical code, International Fuel Gas code, and International Property Maintenance Code, and the ICC Electrical Code (administrative provisions, 2006 edition), National Electrical Code(2011 edition).**

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9.3. **Enterprise Technical Support Service Agreement renewal for Fiscal Year 2017 (July 1, 2016 to June 30, 2017).**

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9.4. **Presentation on a Regional Airport.** [CAARF requested by Mayor Nolan]

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105 **9.5. Discussion and possible action on having the Town Seal trademarked or registered.**  
[CAARF requested by CM Hamilton]
- 107 **9.6. Limitations on filing for elected office by incumbent council persons.** [CAARF requested  
by Mayor Nolan]

**10. Public Hearing Agenda.**

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**THIS CONCLUDES THE LEGAL ACTION PORTION OF THE AGENDA.**

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**11. Adjourn.**

**For Your Information:**

Next Town Council Meeting: Tuesday, January 19, 2016, at 6:30 p.m.

Next Planning & Zoning Meeting: Thursday, January 7, 2016, at 6:00 p.m.

Next Town Council Work Session: Tuesday, January 12, 2016, at 2:00 p.m.

If you would like to receive Town Council agendas via email, please sign up at [AgendaList@dhaz.gov](mailto:AgendaList@dhaz.gov) and type Subscribe in the subject line, or call 928-632-7362 and speak with Judy Morgan, Town Clerk.

**Certification of Posting**

The undersigned hereby certifies that a copy of the attached notice was duly posted at the following locations: Dewey-Humboldt Town Hall, 2735 South Highway 69, Humboldt, Arizona, Chevron Station, 2735 South Highway 69, Humboldt, Arizona, Blue Ridge Market, Highway 69 and Kachina Drive, Dewey, Arizona, on the \_\_\_\_ day of \_\_\_\_\_, 2015, at \_\_\_\_ p.m. in accordance with the statement filed by the Town of Dewey-Humboldt with the Town Clerk, Town of Dewey-Humboldt.  
By: \_\_\_\_\_, Town Clerk's Office.

Persons with a disability may request reasonable accommodations by contacting the Town Hall at 632-7362 at least 24 hours in advance of the meeting.

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**TOWN OF DEWEY-HUMBOLDT  
TOWN COUNCIL  
REGULAR MEETING MINUTES  
NOVEMBER 17, 2015, 6:30 P.M.**

**A REGULAR MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, NOVEMBER 17, 2015, AT TOWN HALL AT 2735 S. HIGHWAY 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.**

1. **Call To Order.** The meeting was called to order at 6:32 p.m.
2. **Opening Ceremonies.**
  - 2.1. **Pledge of Allegiance.** Done.
  - 2.2. **Invocation.** Councilmember Nancy Wright gave the invocation with an addition made by Mayor Nolan.
3. **Roll Call.** Town Council Members Dennis Repan, Nancy Wright; Vice Mayor Jack Hamilton; and Mayor Terry Nolan were present. Council Members Arlene Alen, Mark McBrady and Doug Treadway were absent.
4. **Announcements Regarding Current Events, Guests, Appointments, and Proclamations.** None.
5. **Town Manager's Report.** Update on Current Events.
  - 5.1. **Follow-up on existing projects and prelude to future meeting items:** Possible subjects may include the FY 16 Citizen Survey preparation; well-testing program preparation; Town Manager evaluation forms; University of Arizona Superfund research program presentation.

Town Manager Kimball spoke on the following:

- Gave an update on the citizen survey process explaining a newsletter blurb was going in the December newsletter. No detailed dates for conducting the survey yet but will touch base with Alex Wright.
- Gave an update on the private well-testing kit project, explaining staff met with Councilmembers Repan and Treadway on details of kits available. More information will come to Council at the December 1<sup>st</sup> meeting.
- Gave an update on the direction from Council to obtain performance review forms for her review.
- Announced a request from the University of Arizona Superfund Research Program Coordinator to give a presentation to council on their research. This will be on the December 15<sup>th</sup> meeting.
- Explained there are contract issues with the Ethics Hearing Officer selected by Council. This issue will come before the Council at the December 1<sup>st</sup> meeting.
- Code changes to 30.085 have been sent to the Attorney and should have a response soon.
- Council's question regarding CM Alen's request to put all CAARFs on Work Sessions has been sent to attorney and will come back soon.

Councilmember Wright asked whether the Town Manager Performance Evaluation forms will be handed out in advance to the packet going out. TM Kimball responded the forms are being organized currently and the plan is to get the December 1<sup>st</sup> meeting

Town Council Regular Meeting Minutes, November 17, 2015  
packet out much sooner due to the holiday.

**5.2. Review of Proposed Public Body Policy 15-01 Council Representation at Regional Organizations.** (Council direction made at the November 3 meeting)

Town Manager Kimball gave an overview: Council directed staff to draft a policy; presenting draft to Council for further review and direction; not sent to attorney until additional feedback from Council.

There was discussion on whether to add other meetings or just organizations. Modifications to the list were: NACOG – Council; YRMC - board of electors (not directors). There was discussion on editing 3.3 wording; appoint an alternate representative at the same time as primary; list of organizations matches town expenditures; including wording, “not an inclusive list”.

**6. Consent Agenda.**

**6.1. Minutes.** Minutes from the September 29, 2015 Special Study Session; October 6, 2015 Regular Council Meeting; October 13, 2015 Work Session; and October 20, 2015 Regular Meeting.

Mayor Nolan spoke on a minor change to the October 13, 2015 Minutes – 3.4 agenda item, changing wording from “wire” to “pipe”. He also asked Council whether they asked the question he requested to be asked as stated in the October 20<sup>th</sup> minutes (page 16).

Councilmember Wright made a motion to approve the September 29, 2015 Special Study Session, October 6, 2015 Regular Meeting and October 20, 2015 Regular Meeting minutes as presented and October 13, 2015 Work Session minutes as amended. It was seconded by Vice Mayor Hamilton, and approved unanimously (4-0 vote in favor).

**7. Comments from the Public (on non-agendized items only).** None.

**8. Discussion Agenda – Unfinished Business.** Discussion and Possible Action on any issue which was not concluded, was postponed, or was tabled during a prior meeting. None.

**9. Discussion Agenda – New Business.** Discussion and Possible Action on matters not previously presented to the Council.

**9.1. Contract for Town Independent Public Defender with Patricia O’Connor, Esq. for a term of two years.** Accept, reject or modify the contract.

Vice Mayor Hamilton spoke on addressing both agenda items 9.1 and 9.2 at the same time.

Magistrate Judge Kelley explained the difference between the two contract services. She answered questions regarding the rates as customary and reasonable and explained there has been no increase for four years, this being the first.

Vice Mayor Hamilton made a motion to approve the contract for Town Independent Public Defender with Patricia O’Connor, Esq. for a term of two years (as presented) and contract for Town Prosecutor Legal Services for Carrie A. Montavon, P.L.L.C. for a term of two years (as presented). It was seconded by Councilmember Repan and was approved unanimously (4-0 vote in favor).

**9.2. Contract for Town Prosecutor Legal Services with Carrie. A. Montavon, P.L.L.C. for a term of two years.** Accept, reject or modify the contract.

See agenda item 9.1 action above.

**9.3. Magistrate Judge Re-appointment. Discussion and possible action to continue Catherine Kelley's appointment as Magistrate of Dewey-Humboldt, and set salary and term.** The Council may, by majority vote, recess the regular meeting, hold an executive session and then reconvene the regular meeting for discussion and possible action on this item.

There was discussion on whether the term could be longer than 2 years. Judge Kelley explained it could be 2 or 4 year term but 2 years is customary.

Ms. Kelley was asked whether she wanted this item in open or executive session. Judge Kelley indicated she did not care whether council discussed this agenda item in open or closed session. Town Clerk Morgan explained Ms. Kelley was not provided notice of possible executive session as required to hold this in closed session.

Vice Mayor Hamilton made a motion to approve Catherine Kelley's appointment as Magistrate of Dewey-Humboldt for a 2-year term, seconded by Councilmember Reban. It was approved unanimously (4-0 vote in favor).

**9.3.1. Recess into and hold an executive session** pursuant to A.R.S. § 38-431.03(A)(1) for discussion or consultation of employment, term and salary of Catherine Kelley for Magistrate.

Council did not recess into nor hold an executive session.

**9.3.2. Reconvene Open Meeting.**

**10. Public Hearing Agenda.** None.

**11. Adjourn.** The meeting was adjourned at 7:00 p.m.

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Terry Nolan, Mayor

ATTEST:

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Judy Morgan, Town Clerk

**TOWN OF DEWEY-HUMBOLDT  
TOWN COUNCIL  
REGULAR MEETING MINUTES  
DECEMBER 1, 2015, 6:30 P.M.**

**A REGULAR MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, DECEMBER 1, 2015, AT TOWN HALL AT 2735 S. HIGHWAY 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.**

1. **Call To Order.** The meeting was called to order at 6:32 p.m.
2. **Opening Ceremonies.**
  - 2.1. **Pledge of Allegiance.** Done.
  - 2.2. **Invocation.** Given by Councilmember Nancy Wright with an addition made by Mayor Terry Nolan.
3. **Roll Call.** Town Council Members Arlene Alen, Mark McBrady, Dennis Repan, Doug Treadway, Nancy Wright; Vice Mayor Jack Hamilton; and Mayor Terry Nolan were present.
4. **Announcements Regarding Current Events, Guests, Appointments, and Proclamations.** Announcements of items brought to the attention of the Mayor not requiring legal action by the Council. Guest Presentations, Appointments, and Proclamations may require Council discussion and action.

**4.1. Mayor's Annual Report on External Memberships pursuant to Ordinance 15-115.**

Mayor Nolan spoke on the missions and purpose of the following agencies: Central Yavapai Metropolitan Planning Organization (CYMPO), Greater Area Mayors Association (GAMA), and Regional Transportation Advocacy Council (RTAC).

There was Council discussion on what they wanted to be reported on: what is applicable to Dewey-Humboldt; written report on substantive issues; overview of reports in binder over past year.

Mayor Nolan spoke on the light at Main Street still in process; working on getting HURF funds back to the communities.

**4.2. Planning and Zoning Commission Chair report of P&Z tasks.**

Barry Smylie, P&Z Commission Chair gave an overview on what the Planning and Zoning Commission is working on and a presentation by Richard Heath with GPREP. Points made: review the GPREP website for understanding of what they do as this will probably be something the commission deals with at some time; some outstanding issues before P&Z have been closed such as street names with private driveways with new technological advances with GPS and GIS; Accessory Medical Dwelling units although changes might come back regarding square footage allowance; commission is functioning well with 100% participation; in 2016 the focus will be on citizen rights if Council supports this.

**5. Town Manager's Report.** Update on Current Events.

Town Manager Kimball spoke on the CDBG funding being awarded, and contract signed with the state, \$300k approximately for two areas, Huron Sidewalk and Blue Hills #4 area drainage and road project. Early 2016 Engineering design contract to come before the council. Projects must close out no later than December 2016.

TM Kimball gave a status update on the Main Street Light project, IGA was signed with ADOT, Town is responsible for operational costs once in effect, ADOT has advertised for contractors with selection soon, construction to start in January 2016 with completion expected in May

2016.

There was discussion on the selection of CDBG projects proposal process by Council, ranked and approved. Questions were asked about the Town's responsibility for the traffic light in the IGA. Ms. Kimball agreed to re-send the IGA to Council for their review.

**6. Consent Agenda.**

**6.1. Minutes.** Minutes from the November 3, 2015 Regular Council Meeting.

Councilmember Repan made a motion to approve the minutes from November 3, 2015 regular Council meeting, as presented. It was seconded by Councilmember Alen and approved unanimously.

**7. Comments from the Public (on non-agendized items only).**

Barry Smylie spoke in support of the Town's involvement with agencies such as Central Yavapai Metropolitan Planning Organization (CYMPO) and Associated General Contractors (AGC).

**8. Discussion Agenda – Unfinished Business.** Discussion and Possible Action on any issue which was not concluded, was postponed, or was tabled during a prior meeting.

**8.1. "Private well testing kit" program update and direction of next steps.** [Original discussion and directions made at the September 8 meeting.]

Steven Brown, Community Planner/Code Officer, gave an overview of the private well-water testing program council allocated \$10k for in the budget. Three vendors have been identified with three levels of pricing for each (Option 1 – Test arsenic only; Option 2 – Test heavy metals only including copper, lead and arsenic; Option 3 – Test comprehensively including arsenic, lead, copper, nitrates, coliform and so on). Other logistics of the program to consider are notification to the public, collection, transportation, results going directly to owners. A volume discount of 50+ kits has been reflected in the quotes. Staff is recommending contracting with Nortest Labs in Flagstaff.

There was discussion on ways to manage testing; which test option is the best choice for the town; test results and how those will go directly to the owner rather than the town.

Vice Mayor Hamilton made a motion to approve Option 2 – Test Heavy metals only including copper, lead and arsenic; and approve Nortest Lab for testing contract. It was seconded by Councilmember Alen and approved by a 6-1 vote in favor, Mayor Nolan voting against.

Council's decision was to leave the administrative components to Town Staff to decide and manage.

**8.2. Public Body Policy 15-01 Regional Organization Appointments.** Adopt, reject, or modify the policy. [Continued from the November 17 meeting.]

Councilmember Hamilton stated the Yavapai County Emergency Management Interagency Coordination Committee should be added to the list of regional organizations in the policy.

Vice Mayor Hamilton made a motion to approve the Public Body Policy 15-01 Regional Organization Appointments, as amended. It was seconded by Councilmember Repan and approved by a 6-1 vote in favor, Councilmember McBrady voting against.

Council requested the "Regional Organization Appointments" be added to the December 15<sup>th</sup> agenda for action.

**8.3. Public Body Ethics Hearing Officer Contract issues and alternatives.** Direction of how to proceed.

Town Manager Kimball gave an update explaining Ms. Spinner was selected by Council as the Ethics Hearing officer but there have been challenges with the contract due to insurance issues. Council has the option of agreeing to her request to indemnify her or pay for her coverage; another alternate is selecting Ellen Van Riper, who has agreed to the contract as it is.

There was discussion by Council on these options.

Councilmember Alen made a motion to select Miss Van Riper in lieu of Ms. Spinner to be the Ethics Hearing officer. The motion was seconded by Councilmember Wright. And approved by a 5-2 vote in favor, Councilmember McBrady and Mayor Nolan voting against.

There were follow-up comments and questions about the complexity of the town's ethics code and the cost for insuring the ethics hearing officer service.

**8.4. Discussion of change in process and code to have all CAARF's submitted to a work study session for discussion and review prior to moving them to a regular meeting for any action.** Staff report and council direction. [Continued from the Sept. 29<sup>th</sup> Special Meeting discussion upon CM Alen's CAARF.]

Town Manager Kimball gave an overview explaining staff received a response from the Town Attorney, which is included in the packet. If Council wishes to send all CAARFs to study sessions they can do it without any code change. There are a few housekeeping items to be done though: update CAARF form wording at bottom and removal of meeting types at the top; update the Administrative Regulation 10-08 Agenda process.

There was discussion by Council on various questions and assumptions made previously: addressing this on a temporary basis; regular and work session sections in code and changing those meeting numbers; whether parts of code had to be suspended for trial period; why only section 30.105 (C) was responded to by the attorney and not 30.101 or 30.102. Council discussed the pros and cons of trying this new process.

Public comment was taken on this item.

David Nystrom spoke on the original concept with the CAARF coming to Council at a Regular meeting for determination on whether to work on it, table it, dismiss it or send it to a work session.

There was discussion on trying the process; concerns that now there is no public comment item on a work session and everything would be deliberated at a work session; cost for moving forward on this suggestion. Council did not take any action on this item.

**8.5. A group of Town Manager evaluation forms for consideration by Council and process formulation.** [Directed at the November 10<sup>th</sup> meeting upon CM Wright's CAARF.]

Councilmember Repan made a motion to move this item to the next available work session, seconded by CM Treadway. Council reviewed the scheduled agenda items for the next December and January work sessions and discussed ways to provide a timely evaluation to meet the Manager's anniversary date.

Councilmember Wright made a motion to use the performance evaluation form and format provided in the packet from Clarkdale (pg. 63), seconded by VM Hamilton.

There was discussion on timeline for submitting and holding the evaluation; concerns with evaluating past performance with a new form. The motion to use the Clarkdale form failed by a 2-5 vote, Council Members Alen, McBrady, Repan, Treadway and Mayor Nolan voting against.

Public comment was taken on this item.

Karen Brooks spoke on judging the duties and guidelines if given in advance.

The motion to move this to a work session was approved unanimously and Council chose to put the item on the December 8<sup>th</sup> work session agenda. Any other items scheduled for that work session can be pushed out to a future work session to allow time to work on this item.

**9. Discussion Agenda – New Business.** Discussion and Possible Action on matters not previously presented to the Council.

**9.1. Review of 2016 Meeting Dates and Holidays.**

Town Manager Kimball explained this was a housekeeping item to verify in advance there are no conflicts with meeting dates in the coming year.

Mayor Nolan spoke on a possible conflict with the July 4<sup>th</sup> holiday. No modifications were made to the meeting schedule at this meeting.

**9.2. Evaluate and discuss the [Magistrate] Judge's performance. Give bonus if warranted.** [CAARF requested by Vice Mayor Hamilton.]

Vice Mayor Hamilton made a motion to not go in to Executive Session for this agenda item, seconded by CM Wright. It was approved unanimously.

Vice Mayor Hamilton made a motion to award Magistrate Judge Kelley \$1000 as a one-time bonus. It was seconded by CM Wright and approved unanimously.

**9.2.1. Recess into and hold an executive session** pursuant to ARS §38-431.03(A)(1) for discussions or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body.

No Executive Session held.

**9.2.2. Reconvene Regular Meeting.**

**9.3. Discuss the use of the Town Logo on Museum Documents.** [CAARF requested by Mayor Nolan.]

Mayor Nolan gave an overview explaining the Dewey-Humboldt Museum would like to use the Town's logo on their documents. There was discussion on concerns with commercial use of the official town seal.

Public comment was taken on this item.

David Nystrom, President of the Dewey-Humboldt Historical Society, stated the original request was only to use the seal with the museum logo on a plaque for donors to the museum, and the Mayor suggested expanding the request to include using it on some of the museum documents as well. He spoke on the support by the people of the town government and expanding the town's visibility by including their seal; enhancing involvement as part of a larger community.

There was more discussion on pros and cons of allowing official town seal use for non-town uses.

Councilmember Repan made a motion "Since the CAARF only speaks about logo use on museum documents, the motion is to deny this use", seconded by CM Wright.

Karen Brooks (not called on but speaking from the audience) asked about whether it is copyrighted. The response was, it was not.

A vote was taken on the motion, which passed by a 5-2 vote in favor, Councilmember McBrady and Mayor Nolan voting against.

**9.4. Holiday for Staff. Since Christmas and New Year's falls on a Friday this year, we (Council) should give staff Christmas Eve and New Year's Eve off as nobody will come in to do business. [CAARF requested by Mayor Nolan.]**

Mayor Nolan gave an overview on his request and explained it is a nice gesture which would show staff they are appreciated.

Council reviewed a comparison done by Councilmember Wright of Dewey-Humboldt's paid time off versus a few other local municipalities'. There was discussion on ½ day release; setting a precedence with this allowance.

Councilmember Repan made a motion to leave it at the discretion of the Town Manager on whether to give a half day off on Christmas Eve, seconded by CM Alen. It was approved by a 6-1 vote in favor, Mayor Nolan voting against.

**9.5. Limitation on filing for election by incumbent of elective office. Recommended change to code. [CAARF requested by Mayor Nolan]**

Mayor Nolan gave an overview reading the proposed wording change to the town code regarding the requirement to resign the Council seat if running for the mayor position. He spoke on how this becomes a problem for Council. There was discussion on this suggestion and the timing of discussing this with the upcoming candidate election starting in just a few more months.

Councilmember Wright made a motion to table this until next June, seconded by CM Alen.

Public comment was taken on this item.

David Nystrom spoke on the benefits of this concept so vacancies created this way would be selected by election rather than appointment by Council.

The motion passed by a 6-1 vote in favor, Mayor Nolan voting against.

**10. Public Hearing Agenda. None.**

**11. Adjourn. The meeting was adjourned at 9:35 p.m.**

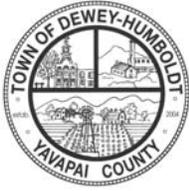
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Terry Nolan, Mayor

ATTEST:

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Judy Morgan, Town Clerk



**TOWN OF DEWEY-HUMBOLDT**  
**P.O. BOX 69**  
**HUMBOLDT, AZ 86329**  
**Phone 928-632-7362 ▪ Fax 928-632-7365**

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**TOWN COUNCIL REGULAR MEETING**

**January 5, 2016, 6:30 p.m. Town Council Meeting Chambers**

**Agenda Item: # 8.1. and 8.2. Town Manager performance evaluation process and possible implications of contract.**

**To: Mayor and Town Council Members**

**From: Yvonne Kimball, Town Manager**

**Date submitted: December 22, 2015**

**Summary:**

At the December 8<sup>th</sup> Council meeting, Council gave direction to discuss the Town Manager's evaluation process in an executive session. Based on consultation with the Town Attorney, "process" is an appropriate subject to discuss during an open session.

Some executive session language has been prepared in the event that the Council wishes to seek the Town attorney's legal advice on the process and/or the original employment contract.

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## EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT ("Agreement") is entered into this \_\_\_ day of ~~October~~, 2011 between the Town of Dewey Humboldt ("Town") and Yvonne Kimball ("Kimball") under the following terms, conditions and obligations.

In consideration of the mutual covenants contained herein, the Parties agree as follows:

### 1. EMPLOYMENT AND DUTIES

1.1 Town employs Kimball and Kimball accepts said employment subject to the terms and conditions of this Agreement, Section 30.030 of the Dewey – Humboldt Town Code ("Town Code"), and to the supervision and direction of the Common Council of Town ("Town Council"). Kimball shall carry out the duties set forth in Section 30.030 of the Town Code, comply with applicable laws of the State of Arizona and perform such other legally permissible administrative and executive duties as required by her position or assigned to her by Town Council.

1.2 Kimball will devote her working day to the business of Town, it being recognized and agreed that the position of Town Manager is full-time and that she will hold no other positions for monetary gains without approval of the Town Council.

1.3 Kimball shall be an exempt employee under the Fair Labor Standards Act and is therefore not eligible for overtime.

### 2. TERM

2.1 This Agreement commences on January 3, 2012. Kimball, as Town Manager serves at the pleasure of the Town Council and nothing herein shall be taken to prevent, limit or otherwise interfere with the right of the Town Council to terminate the services of Kimball as Town Manager, with or without cause pursuant to section 4 and 5 of this agreement.

2.2 In the event Kimball voluntarily resigns as Town Manager, Kimball shall give the Town Council sixty (60) days' advance notice unless the Parties agree otherwise.

### 3. COMPENSATION AND BENEFITS

3.1 Town shall pay Kimball an annual salary of Seventy Thousand dollars (\$70,000.00). Payment shall be in equal biweekly installments by direct deposit. At the discretion of the Town Council, the annual base salary may be reviewed either as part of the budget process or by other action of the Town Council. As a result of the review, the decision to increase or not increase the compensation of Kimball is solely within the discretion of the Town Council.

3.2 In addition to the salary and benefits described in Paragraph 3.1 of this Agreement, Kimball will receive the following benefits:

A. Town-provided benefits provided to exempt employees, which currently includes the following:

ICMA-RC 401 (a) retirement account: The Town provides a 2-to-1 match of up to 12% for an employee contribution of 6% (for a total of 18%). The Town does not participate in Social Security or the Arizona State Retirement System. An employee-funded ICMA-RC 457 plan is also available.

After 30 days from commencement of work as set forth in Paragraph 2.1, health (2 plans: one high deductible plan a Health Savings Account), dental, life (\$20,000 from Town, employee paid up to \$300,000), and vision insurance paid by the Town for the employee only (dependent coverage available at employee's expense), supplemented with a Health Savings Account contribution by the Town of \$100 per month (if using the HSA-qualified plan).

Sick leave accruing at the rate of 2.7692 hours each pay period (9 days per year), available after 30 days from commencement of work as set forth in Paragraph 2.1.

Vacation leave accruing at a rate of 4.6154 hours each pay period (15 days per year), available after 30 days from commencement of work as set forth in Paragraph 2.1.

One personal day and 10 holidays.

Off-site training (conferences, etc), on-line training, professional membership dues, civic club dues and associated travel, not to exceed \$2100 per fiscal year.

Hours of Work: Kimball will devote her working day to the business of the Town, it being recognized and agreed that the position of town manager is full-time and that she will hold no other positions for monetary gains without approval of the Town Council. Notwithstanding the full-time nature of Kimball's duties, she shall conduct her work hours as an executive employee, thereby giving to Kimball the discretion as to her actual time and place of work which may include occasional working after regular work hours and on holidays. Such executive obligation will include the privilege that Kimball also has the discretion to absent herself from Town offices for personal reasons, provided that the operations of the Town will not suffer and that she can be reached on short notice.

The Town Council reserves the right to modify the benefits currently provided to its exempt employees.

- B. A vehicle allowance in the amount of \$3600 per fiscal year.
- C. A telephone allowance in the amount of \$80.00 per month.

3.3 For transition assistance, Town agrees to reimburse Kimball for qualified moving expenses, not to exceed \$5000.00 upon presentation of itemized receipts.

4. **TERMINATION.** For the purpose of this agreement, termination shall occur when:

4.1 The Town Council votes to terminate Kimball as the Town Manager at a duly authorized public meeting by an affirmative vote of the Town Council with all seven (7) members present.

4.2 If the Town reduces the base salary, compensation or any other financial benefit of Kimball, unless it is applied in no greater percentage than the average reduction of all other employees, such action shall constitute a breach of this Agreement and will be regarded as a termination without cause for severance purpose.

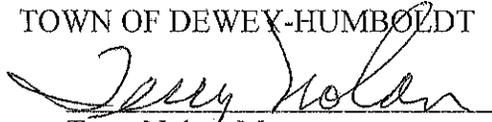
4.3 If the Town Council or citizens act to amend any provisions of the Town Code or Ordinances pertaining to the role, powers, duties, authority, responsibilities of Kimball's position (Town Manager) that substantially changes the form of government, Kimball shall have the right to declare that such amendments constitute termination without cause for severance purpose.

5. **SEVERENCE.** In the event that Kimball is terminated as defined in section 4 TERMINATION or is forced to resign by the Town Council during the time that Kimball is willing and able to perform the duties of Town Manager, then the Town Council agrees to pay Kimball a lump sum cash payment in full settlement of any causes of action, claims, damages, attorney's fees and costs arising out of the termination in the amount of three (3) months annual total base compensation. Prior to receipt of severance pay, Kimball shall execute a waiver and release of claims in a form satisfactory to the Town Attorney. If Kimball is terminated with cause, Town shall have no obligation to pay severance damages. "Cause" includes the following (i) failure to abide by applicable provisions of Town Code 30.030 Town Manager (ii) breach of this Agreement by Kimball, (iii) refusal to carry out a lawful direction of the Town Council made by the affirmative vote of the Town Council at a public meeting, (iv) conviction of a criminal offense, or (v) continuing to act in a manner that causes discredit to the Town after receiving notice from the Council that Kimball's actions cause discredit to the Town.

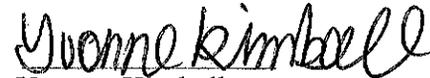
6. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties and shall be governed by and construed in accordance with the laws of the State of Arizona.

7. CONFLICT OF INTEREST. This Agreement may be terminated pursuant to ARS Section 38-511.

TOWN OF DEWEY-HUMBOLDT

  
Terry Nolan, Mayor

TOWN MANAGER

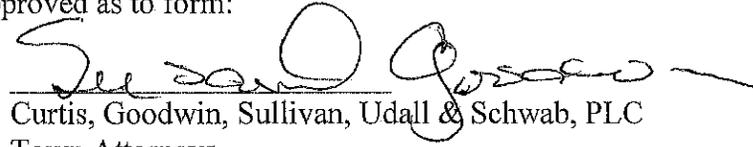
  
Yvonne Kimball

10-21-2011

ATTEST:

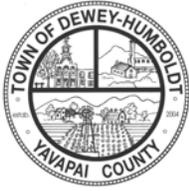
  
Judy Morgan, Town Clerk

Approved as to form:

  
Curtis, Goodwin, Sullivan, Udall & Schwab, PLC  
Town Attorneys  
By: Susan D. Goodwin



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**TOWN OF DEWEY-HUMBOLDT**  
**P.O. BOX 69**  
**HUMBOLDT, AZ 86329**  
**Phone 928-632-7362 ▪ Fax 928-632-7365**

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**TOWN COUNCIL REGULAR MEETING**

**January 5, 2016, 6:30 p.m. Town Council Meeting Chambers**

**Agenda Item # 9.1. Insurance Services Office/Community Rating Services (CRS) verification and approval.**

**To: Mayor and Council Members**

**From: Ed Hanks, Public Works Supervisor**

**Date submitted: December 15, 2015**

**Recommendation: Staff recommends approval of the Verification Form for the Insurance Services Office (ISO)/Community Rating Service (CRS) with the information Yavapai County Flood Control provided.**

**Summary:** It has been an annual event for Council to ratify Yavapai County Flood Control's Community Rating Service (CRS) submission on our behalf. In 2015, Yavapai County decided to do this every 5 years. The Flood Plain Administrator/District meets with the Insurance Services Office (ISO)/Community Rating Services (CRS) to verify credited activities. This year, 2015, is the year of verification by Insurance Services Office (ISO). Attached is a copy of the form showing the activities that are verified by Yavapai County Flood Control. Not all of these apply to the Town, however the Town's activities are verified for us by the Yavapai County Flood Control (this is a part of the IGA we have with them). The Verification Form that needs to be signed by the Mayor or a Council member on behalf of the Town for the Insurance Rating (CRS) is a part of this process.

Community \_\_\_\_\_

State \_\_\_\_\_

CID \_\_\_\_\_  
(6-digit NFIP Community Identification Number)

**CC-230 Verification**

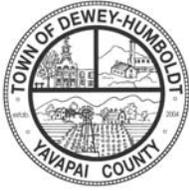
Date of visit		FIRM Effective Date
Population		Current FIRM Date
County	ISO/CRS Specialist	
<i>Coordinator's Manual Year</i>		
	Chief Executive Officer	CRS Coordinator
Name		
Title		
Address		
Phone		
E-mail		

I hereby certify that \_\_\_\_\_ [community name] is implementing the following activities [check the ones that apply]. We will continue to implement these activities and will advise FEMA if any of them are not being conducted in accordance with this certification. We will cooperate with the ISO/CRS Specialist's verification visit and will submit the documentation and annual recertification needed to validate our program.

- |   |   |
|---|---|
| <input type="checkbox"/> 310 (Elevation Certificates)       | <input type="checkbox"/> 440 (Flood Data Maintenance)         |
| <input type="checkbox"/> 320 (Map Information Service)      | <input type="checkbox"/> 450 (Stormwater Management)          |
| <input type="checkbox"/> 330 (Outreach Projects)            | <input type="checkbox"/> (Repetitive Loss Requirements)       |
| <input type="checkbox"/> 340 (Hazard Disclosure)            | <input type="checkbox"/> 510 (Floodplain Management Planning) |
| <input type="checkbox"/> 350 (Flood Protection Information) | <input type="checkbox"/> 520 (Acquisition and Relocation)     |
| <input type="checkbox"/> 360 (Flood Protection Assistance)  | <input type="checkbox"/> 530 (Flood Protection)               |
| <input type="checkbox"/> 370 (Flood Insurance Promotion)    | <input type="checkbox"/> 540 (Drainage System Maintenance)    |
| <input type="checkbox"/> 410 (Floodplain Mapping)           | <input type="checkbox"/> 610 (Flood Warning and Response)     |
| <input type="checkbox"/> 420 (Open Space Preservation)      | <input type="checkbox"/> 620 (Levees)                         |
| <input type="checkbox"/> 430 (Higher Regulatory Standards)  | <input type="checkbox"/> 630 (Dams)                           |

I hereby certify that, to the best of my knowledge and belief, we are maintaining in force all flood insurance policies that have been required of us as a condition of Federal financial assistance for insurable buildings owned by us and located in the Special Flood Hazard Area shown on our Flood Insurance Rate Map. I further understand that disaster assistance for any community-owned building located in the Special Flood Hazard Area is reduced by the amount of National Flood Insurance Program flood insurance coverage (structural and contents) that a community should be carrying on the building, regardless of whether the community is carrying a policy.

Signed \_\_\_\_\_ (Chief Executive Officer)



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**Phone 928-632-7362 ▪ Fax 928-632-7365**

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**TOWN COUNCIL REGULAR MEETING**

**January 5, 2016, 6:30 p.m. Town Council Meeting Chambers**

**Agenda Item: # 9.2. Ordinance 16-122 adopting (with amendments) the 2012 Editions of the International Building Code, Residential Code for one and Two family dwellings, International Plumbing Code, International Mechanical code, International Fuel Gas code, and International Property Maintenance Code, and the ICC Electrical Code (administrative provisions, 2006 edition), National Electrical Code(2011 edition).**

**To: Mayor and Town Council Members**

**From: Yvonne Kimball, Town Manager**

**Date submitted: December 22, 2015**

**Recommendation: Adopt Ordinance 16-122 Adopting 2012 I-Codes with amendments.**

**Summary:**

At Council's direction, we began the process of adopting the 2012 I-Codes in August 2014. After a year-long effort and three Building Officials' involvement, we are reaching the end of the adoption process. The current Building Official, Don Roberts and the Town Attorney spent countless hours on this project to bring it to today's completion.

We present the Council, Ordinance 16-122 which will replace the current 2006 I-Code references from our town codes of ordinance; instead we are adopting with amendments the International Code Council's 2012 editions of the International Building Code, Residential Code for one and two family dwellings, International Plumbing code, International Mechanical Code, International Fuel Gas Code, International property Maintenance code, and the ICC Electrical Code, and National Electrical code.

The current code sections of the Grading code and the Energy code stay the same.

Among other things, the adoption of these codes would make Dewey-Humboldt consistent with the practice of other municipalities and Yavapai County. It also would improve the Town's ISO rating and in turn potentially help with the residents' house insurance rates and receiving favorable mortgage consideration.

**ORDINANCE No.16-122**

**AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, COUNTY OF YAVAPAI, ARIZONA, DECLARING THE DOCUMENT ENTITLED “TOWN OF DEWEY-HUMBOLDT, ARIZONA, BUILDING AND CONSTRUCTION CODES, JANUARY 5, 2016” AS A PUBLIC RECORD; ADOPTING THE “TOWN OF DEWEY-HUMBOLDT, ARIZONA BUILDING AND CONSTRUCTION CODES, JANUARY 5, 2016” BY REFERENCE; AMENDING THE TOWN OF DEWEY-HUMBOLDT, ARIZONA CODE OF ORDINANCES, TITLE XV LAND USES, CHAPTER 150 BUILDING CODES BY REPEALING §§ 150.01 ADMINISTRATIVE CODE, AS AMENDED, 150.02 BUILDING CODE, AS AMENDED, 150.03 RESIDENTIAL ONE- AND TWO-FAMILY DWELLING CODE, AS AMENDED, 150.04 PLUMBING CODE, AS AMENDED, 150.05 MECHANICAL CODE, AS AMENDED, 150.06 ELECTRICAL CODE, AS AMENDED, 150.07 FUEL GAS CODE, AS AMENDED, 150.08 PROPERTY MAINTENANCE CODE, AS AMENDED, AND 150.011 EFFECTIVE DATE; AND ADOPTING NEW §§ 150.01 ADMINISTRATIVE CODE, 150.02 BUILDING CODE, 150.03 RESIDENTIAL CODE FOR ONE- AND TWO-FAMILY DWELLINGS, 150.04 PLUMBING CODE, 150.05 MECHANICAL CODE, 150.06 ELECTRICAL CODE, 150.07 FUEL GAS CODE, 150.08 PROPERTY MAINTENANCE CODE ALL RELATED TO ADOPTING AND AMENDING THE 2012 EDITIONS OF THE INTERNATIONAL BUILDING CODE, RESIDENTIAL CODE FOR ONE- AND TWO-FAMILY DWELLINGS, INTERNATIONAL PLUMBING CODE, INTERNATIONAL MECHANICAL CODE, INTERNATIONAL FUEL GAS CODE, AND INTERNATIONAL PROPERTY MAINTENANCE CODE, AND THE ICC ELECTRICAL CODE, ADMINISTRATIVE PROVISIONS, 2006 EDITION AND NATIONAL ELECTRICAL CODE, 2011 EDITION; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING PENALTIES.**

**Whereas**, that certain document entitled “Town of Dewey-Humboldt, Arizona Building and Construction Codes, dated January 5, 2016”, three copies of which are on file in the office of the Town Clerk, is hereby declared to be a public record and at least three copies or one copy and one electronic copy are hereby ordered to remain on file with the Town Clerk; and

**Whereas**, the Town Council has determined that the proposed amendments will update the Town’s building and construction codes, and are in the best interest of the public health, safety and general welfare of the Town to adopt the proposed codes and amendments;

**Now, Therefore**, Be it ordained by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona, as follows:

Section I. In General

The Town of Dewey-Humboldt, Arizona, Code of Ordinances, Title XV Land Uses, Chapter 150 Building Codes is hereby amended by repealing §§ 150.01 Administrative Code, as Amended, 150.02 Building Code, as Amended, 150.03 Residential One- and Two-Family Dwelling Code, as Amended, 150.04 Plumbing Code, as Amended, 150.05 Mechanical Code, as Amended, 150.06 Electrical Code, as Amended, 150.07 Fuel Gas Code, as Amended, 150.08 Property Maintenance Code, as Amended, and 150.011 Effective Date;

The Town of Dewey-Humboldt, Arizona, Code of Ordinances, Title XV Land Uses, Chapter 150 Building Codes is hereby amending by adding new §§ 150.01 Administrative Code, 150.02 Building Code, 150.03 Residential Code for One- and Two-Family Dwellings, 150.04 Plumbing Code, 150.05 Mechanical Code, 150.06 Electrical Code, 150.07 Fuel Gas Code, and 150.08 Property Maintenance Code, all as set forth in that document entitled “Town of Dewey-Humboldt, Arizona, Building and Construction Codes, January 5, 2016”, which document is hereby adopted and incorporated by reference.

Section II. Savings Clause

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance as amended is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Ordinance.

Section III. Repeal of Conflicting Ordinance

All other code provisions, ordinances, or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed as of the effective date hereof.

Section IV. Penalties

Any person found responsible for violating any provision of this Ordinance shall be subject to the civil sanctions and criminal penalties provided for in the Dewey-Humboldt Code of Ordinances, §§ 153.019, 153.020, and 153.999 unless otherwise provided in the Town of Dewey-Humboldt, Arizona Building and Construction Codes, dated January 5, 2016.

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona, this 5th day of January, 2016, by the following vote:

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

EXCUSED: \_\_\_\_\_ ABSTAINED: \_\_\_\_\_

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Terry Nolan, Mayor

ATTEST:

\_\_\_\_\_  
Judy Morgan, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gust Rosenfeld, P.L.C.  
Town Attorneys  
By Susan D. Goodwin

I, JUDY MORGAN, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. \_\_\_\_\_ ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, ARIZONA ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2016, WAS POSTED IN THREE PLACES ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
Judy Morgan, Town Clerk

Town of Dewey-Humboldt, Arizona

Building and Construction Codes

January 5, 2016

I. The Town of Dewey-Humboldt, Arizona Code of Ordinances, Title XV Land Usage, Chapter 150 Building Codes, Subchapter Codes Adopted, § 150.01 Administrative Code, As Amended is hereby repealed in its entirety and new § 150.01 Administrative Code is adopted to read as follows:

**§150.01 ADMINISTRATIVE CODE**

(A) Administrative Code adopted. That certain code entitled International Building Code, 2012 Edition, Chapter 1 Scope and Administration, published by the International Code Council, together with the amendments set forth in Subsection (B) of this Section is hereby adopted as the Town of Dewey Humboldt Administrative Code and made a part hereof as if fully set forth herein, governing the conditions and maintenance of all property, buildings and structures; providing standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary, and fit for occupation and use, and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures; providing for the issuance of permits and collection of fees therefor; and providing procedures for enforcement thereof.

(B) Amendments:

**Chapter 1 Administration**

**Section 101 General**

**Subsection 101.1 Title** is deleted in its entirety and revised to read as follows:

**101.1 Title.** These regulations shall be known as the Town of Dewey-Humboldt Administrative Code, and shall be referred herein as “this code.”

**Section 101.2 Scope** is amended by deletion of Exceptions and insertion of new Exceptions to read as follows:

**101.2 Scope.**

**Exceptions.** Except as specifically limited or exempted, this code and the technical codes shall apply to all construction within the Town of Dewey-Humboldt:

1. Federal Land. Private development on Federal land shall not be exempted.
2. Indian Tribal Land.
3. Items pursuant to A.R.S. Title 9

- A. The provisions of this chapter shall not be construed to apply to:
1. Construction or operation incidental to construction and repair to irrigation and drainage ditches or appurtenances thereto, of regularly constituted districts or reclamation districts, or to farming, dairying, agriculture, viticulture, horticulture or stock or poultry raising, or clearing or other work upon land in rural areas for fire prevention purposes.
  2. Devices used in manufacturing, processing or fabricating normally considered as involved in industry and construction, operation and maintenance of electric, gas or other public utility systems operated by public service corporations operating under a franchise or certificate of convenience and necessity.
- B. Notwithstanding subsection A, the requirements of this chapter apply to the use or occupation of land or improvements by a person or entity consisting of or including changing, remanufacturing or treating human sewage or sludge for distribution or resale.

**Section 101.2.1 Appendices** is deleted in its entirety and revised to read as follows:

**101.2.1 Appendices.** Provisions in the appendices shall not apply unless specifically adopted by ordinance for each referenced technical code.

**Section 101.2.2 Amendment** is added as an additional section to read as follows:

**101.2.2 Amendment.** This document and the referenced technical codes may be amended from time to time by ordinance.

**Section 101.4 Referenced Codes** is deleted in its entirety and replaced by the following:

**101.4.1 Referenced Technical Codes.** The technical codes listed in Sections 101.4.1 through 101.4.13 and referenced elsewhere in this code and as adopted by the Town of Dewey-Humboldt shall be considered part of the requirements of this code to the prescribed extent of each such reference.

**101.4.2 Building Code.** The provisions of the 2012 Edition of the *International Building Code* shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of buildings or structures or any appurtenances connected or attached to such buildings or structures.

**101.4.3 Residential Code.** The provisions of the 2012 Edition of the *International*

*Residential Code for One-and Two-Family Dwellings* shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment use and occupancy, location, removal and demolition of detached one-and two family dwellings and multiple single-family dwellings and their accessory structures.

**101.4.4 Plumbing Code.** The provisions of the 2012 Edition of the *International Plumbing Code* shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

**101.4.5 Mechanical Code.** The provisions of the 2012 Edition of the *International Mechanical Code* shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilation, heating, cooling, air conditioning and refrigeration systems, incinerators and other energy-related systems.

**101.4.6 Electrical Code.** The provisions of the *ICC Electrical Code*, Administrative Provisions, 2006 Edition and the 2011 Edition of the *National Electrical Code* shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

**101.4.7 Gas Code.** The provisions of the 2012 Edition of the *International Fuel Gas Code* shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These regulations apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

**101.4.8 Property Maintenance Code.** The provisions of the 2012 Edition of the *International Property Maintenance Code* shall apply to existing structures and premises, equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants, and occupancy of existing premises and structures. These provisions shall also apply to detached one-and two-family dwellings and multiple single-family dwellings (townhouses) and their accessory structures. The provisions of the 2012 Edition of the *International Existing Building Code* shall apply to the repair, alteration, change of occupancy and relocation of existing buildings.

**101.4.9 Grading Code.** The provisions of the Grading Code, as adopted and amended in § 150.09 of the Dewey-Humboldt Code of Ordinances and Town of Dewey-Humboldt Ordinance 07-31 shall apply to excavation, grading, and earthwork construction,

including fills, and embankments pertaining to all aspects of grading construction on private property.

**101.4.10 Energy Code.** The provisions of the 2006 Edition of the *International Energy Conservation Code*, as adopted and amended in § 150.10 of the Town of Dewey-Humboldt Code of Ordinances and Town of Dewey-Humboldt Ordinance 09-48 shall apply to all matters governing the design and construction of buildings for energy efficiency.

**101.4.11 Fire Protection (Fire Codes).** The provisions of adopted fire codes as enforced by the Central Yavapai Fire District having approved authorization granted by the State of Arizona Office of the State Fire Marshall shall apply to matters affecting or relating to fire prevention. Such current regulations and ordinances shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from construction, extension, repair, alteration or removal of fire suppression, automatic sprinkler systems and alarms systems or fire hazards in the structure or on the premises from occupancy or operation. These provisions as hereby amended for fire prevention shall also apply to detached one-and two family dwellings and multiple single family dwellings and their accessory structures.

## **Section 102 Applicability and Definitions**

**Sub-subsection 102.4.1 Conflicts** is amended to add the following exception to read as follows:

### **102.4.1 Conflicts.**

**Exception.** Where enforcement of any code provision would violate the conditions of approved listings of equipment or material, the conditions of the listing and the manufacturer's installation instructions of listed equipment or material may be considered by the building official.

**Subsection 102.6 Existing Structures** is amended to read as follows:

**102.6 Existing Structures.** The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the International Property Maintenance Code, or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

**Subsection 102.7 Existing Building Systems** is added as a new section to read as follows:

**102.7 Existing Building Systems.** Plumbing, fuel gas, mechanical or electrical systems lawfully in existence at the time of the adoption of this code shall be permitted to have their use and maintenance continued if the use, maintenance or repair is in accordance with the original design and no hazard to life, health or property is created by such existing systems.

**Subsection 102.8 Additions, Alterations or Repairs** is added as a new section to read as follows:

**102.8 Additions, Alterations or Repairs.** Additions, alterations or repairs to any structure or mechanical, plumbing, fuel gas or electrical systems shall conform to the requirements for a structure or system without requiring the existing structure or system to comply with all requirements of this code, unless otherwise stated. Additions, alterations or repairs shall not cause an existing structure or system to become unsafe, hazardous, overloaded or adversely affect the performance of the structure or system.

**Subsection 102.9 Historic Buildings** is added as a new section to read as follows:

**102.9 Historic Buildings.** The provisions of this code relating to the construction, alteration, repair, enlargement, restoration, relocation or moving of buildings or structures shall not be mandatory for existing buildings or structures identified and classified by the state as historic buildings or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public regarding any proposed construction, alteration, repair, enlargement, restoration, relocation or moving of buildings.

**Subsection 102.10 Change in Occupancy** is added as a new section to read as follows:

**102.10 Change in Occupancy.** It shall be unlawful to make a change in the occupancy of any structure which will subject the structure to any special provisions of this code applicable to the new occupancy without approval. The building official shall certify that such structures meets the intent of the provisions of law governing building construction for the proposed new occupancy and that such a change of occupancy does not result in any hazard to the public health, safety or welfare.

**Subsection 102.11 Moved Buildings** is added as a new section to read as follows:

**102.11 Moved Buildings.** Except as determined by section 102.7, plumbing, fuel gas, mechanical, or electrical systems that are a part of buildings or structures moved into or within the jurisdiction shall comply with provisions of this code for new installations.

**Subsection 102.12 Maintenance** is added as a new section to read as follows:

**102.12 Maintenance.** Mechanical, Plumbing, Fuel Gas and Electrical systems, both existing and new, and parts thereof shall be maintained in proper operational condition in accordance with the original design and in a safe and sanitary condition. Devices or safeguards which are required by this code shall be maintained in compliance with the code edition under which they were installed. The owner or the owner's designated agent shall be responsible for maintenance of all systems. To determine compliance with this provision, the building official shall have the authority to require a system to be inspected.

**SECTION 102.13 Definitions** is added as a new section to read as follows:

**102.13 Definitions.** For the purpose of this code, certain terms, phrases, words and their derivatives shall be construed as specified in this section. The definition within the specific adopted technical codes shall be construed to apply to that code. Where terms are not defined through the methods authorized by this section, such terms shall have the ordinarily accepted meaning such as the context implies. Webster's Third New International Dictionary of the English Language, Unabridged, shall be considered as providing ordinarily accepted meaning.

**ADDITION.** An extension or increase in floor area or height of a building or structure.

**ADMINISTRATIVE BUILDING CODE.** The Town of Dewey-Humboldt Administrative Building Code as set forth in the Code of Ordinances as amended and adopted by the Town of Dewey-Humboldt Council.

**ALTER or ALTERATION.** Any construction or renovation to an existing structure other than repair or addition.

**APPROVED.** Acceptable to the building official or authority having jurisdiction.

**APPROVED AGENCY.** An established and recognized agency regularly engaged in conducting tests or furnishing inspection services, when such agency has been approved by the building official.

**BASEMENT, UNFINISHED.** An unheated portion or area not intended as a habitable space and limited to storage, housing of mechanical equipment, general work area or similar uses.

**BEDROOM.** A room intended for sleeping that contains an approved means of egress, a smoke detector, and a closet.

**BUILDING.** Any structure used or intended for supporting or sheltering any use or occupancy.

**BUILDING CODE.** The International Building Code as published by the International Code Council, as adopted by this jurisdiction.

**BUILDING, EXISTING.** Any building erected prior to the adoption of this code, or one for which a legal building permit has been issued.

**BUILDING OFFICIAL.** The officer or other designated authority charged with the administration and enforcement of this code, or duly authorized representative.

**CARPORTS.** A covered structure intended for parking of a vehicle that is open entirely on at least two sides.

**CONDOMINIUM.** Real estate, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of the separate portions. Real Estate is not a condominium unless the undivided interests in the common elements are vested in the unit owners.

**COMMERCIAL PROJECTS.** Any commercial buildings, industrial buildings, assembly buildings, and multi- family residential structures not defined as a townhouse greater than a duplex.

**DETACHED BUILDING.** A stand-alone structure that is separated from other structures on the same property without fire resistant constructed exterior walls with a physical separation.

**DWELLING.** A building that contains one or two dwelling units used, intended, or designed to be used, rented, leased, let or hired out to be occupied for living purposes

**DWELLING UNIT.** A single unit providing complete, independent living facilities for one or more persons, including permanent provision for living, sleeping, eating, sanitation and may or may not have cooking facilities.

**ELECTRICAL CODE.** The National Electrical Code published by the National Fire Protection Association, as adopted by this jurisdiction.

**EXISTING BUILDING CODE.** The International Existing Building Code, published by the International Code Council, as adopted by this jurisdiction.

**FUEL GAS CODE.** The International Fuel Gas Code, published by the International Code Council, as adopted by this jurisdiction.

**GRADING.** Any excavating, filling, or combination thereof for earthwork construction as covered within the grading ordinance as adopted by this jurisdiction.

**JURISDICTION.** The governmental unit that has adopted this code under due legislative authority.

**LISTED and LISTING.** Terms referring to equipment that is shown in a list published by an approved testing agency qualified and equipped for experimental testing and maintaining an adequate periodic inspection of current products and whose listing states that the equipment complies with nationally recognized standards when installed in accordance with the manufacturer's installation instructions.

**MECHANICAL CODE.** The International Mechanical Code published by the International Code Council, as adopted by this jurisdiction.

**OCCUPANCY.** The purpose for which a building, or part thereof, is used or intended to be used.

**OWNER.** Any person, agent, firm or corporation having a legal or equitable interest in the property.

**PERMIT.** An official document or certificate issued by the authority having jurisdiction which authorizes performance of a specified activity.

**PERSON.** An individual, heirs, executors, administrators or assigns, and also includes a firm, partnership or corporation or their successors or assigns, or the agent of any of the aforesaid.

**PLUMBING CODE.** The International Plumbing Code, published by the International Code Council, as adopted by this jurisdiction.

**REPAIR.** The reconstruction or renewal of any part of an existing building, structure or building service equipment for the purpose of its maintenance.

**RESIDENTIAL CODE FOR ONE- AND TWO-FAMILY DWELLINGS.** The International Residential Code for one- and two-family dwellings, published by the International Code Council, as adopted by this jurisdiction.

**SHALL.** The term, when used in this code, is construed as mandatory.

**STRUCTURE.** That which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

**TECHNICAL CODES.** Those codes adopted by this jurisdiction containing the provisions for design, construction, alteration, addition, repair, removal, demolition, use, location, occupancy and maintenance of all buildings and structures and building service

equipment as herein defined.

**TOWNHOUSE.** A single-family dwelling unit constructed in a group of three or more attached units in which each unit extends from the foundation to roof and with a yard or public way (open space) on at least two sides.

**TRAILER (PARK MODEL).** A park trailer built on a single chassis, mounted on wheels and designed to be connected to utilities necessary for operation of installed fixtures and appliances and has a gross trailer area of not less than three hundred twenty (320) square feet and not more than four hundred (400) square feet when it is set up, and manufactured to comply with ANSI A119.5 standards, except that it does not include recreational vehicles, travel trailers, campers or fifth wheel trailers.

**VALUATION or VALUE.** The total estimated cost to replace, repair, build, or erect any building and its building service equipment in kind, based on current construction costs.

**YURT OR TENT.** A membrane structure.

**Subsection 102.14 Guideline Manuals** is hereby added as a new section to read as follows:

**102.14 Guideline Manuals.** Guideline manuals as published by the International Code Council, Inc. and The National Fire Protection Association, Inc. as commentaries, handbooks, inspection guides, plan review guides, training manuals and other such reference publications may be used by the building official as guidance to provide alternative approaches to achieve compliance and interpretations of the technical codes.

## **Section 104 Duties and Powers of Building Official**

**Subsection 104.5 Identification** is hereby deleted in its entirety and revised to read as follows:

**104.5 Identification.** The building official and appointed deputies shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

**Subsection 104.7 Department Records** is hereby amended by the revision of the first sentence to read as follows:

**104.7 Department Records.** The building official shall have access to official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued.

**Sub-subsection 104.10.1 Flood Hazard Areas** is hereby deleted in its entirety and revised to read as follows:

**104.10.1 Flood Hazard Areas.** Flood hazard areas relating to all new construction of buildings, structures and portions of buildings and structures, including substantial improvement and restoration of substantial damage to buildings and structures shall be enforced and regulated jointly by Yavapai County Flood Control District and the Town of Dewey-Humboldt

## **Section 105 Permits**

**Sub-subsection 105.1.1 Annual Permit** is hereby deleted in its entirety.

**Sub-subsection 105.1.2 Annual Permit Records** is hereby deleted in its entirety.

**Subsection 105.2 Work Exempt from Permit** is hereby deleted in its entirety and amended to read as follows:

**105.2 Work Exempt from Permit.** A permit shall not be required for the types of work in each of the separate classes of permits as listed below. Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in violation of the provisions of the technical codes or any other laws or ordinances of this jurisdiction.

**NOTE:** Work exempt from a permit pursuant to this section shall apply ONLY to Building Safety. Other Town Departments may have permit requirements for these exemptions.

**105.2.1 Building Permits.** A building permit shall not be required for the following:

1. One-story detached accessory buildings on residential properties used as tool and storage sheds, garages, carports, playhouses, animal shades, barns, and similar uses, provided the area does not exceed 400 square feet under roof and not to exceed a height of 12 feet from natural grade to the mean roof height. The site of the accessory building must meet all setbacks. Any plumbing, mechanical, and electrical to structure will require a separate building permit. Detached accessory buildings shall not be considered or used as habitable space. A separate building permit is required for any plumbing, electrical or mechanical systems in all detached buildings.
2. Free standing Masonry or Concrete walls not over four feet (4') high (measured from natural grade) on residential properties used as garden/privacy wall.
3. Fences not over six feet (6') high, not including masonry or concrete walls.
4. Oil derricks.
5. Movable cases, counters and partitions not over five feet nine inches (5'9") high.
6. Retaining walls, which are not over four feet (4') in height, measured from the bottom of the footing to the top of the wall. All retaining walls which support a

- surcharge or fill exceeding a maximum of 2 to 1 slope or impounding flammable liquids will require a building permit.
7. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2:1.
  8. Uncovered decks, platforms, walks and driveways, that are not more than 30 inches above grade at any point, and do not serve the exit door required by Section R311.4 of the International Residential Code.
  9. Remodels (non-structural and no increase in square footage or plumbing, electrical, and mechanical) on residential properties. This includes painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
  10. Temporary motion picture, television and theater stage sets and scenery where the public is not to attend.
  11. Window awnings supported by an exterior wall of Group R, Division 3, and Group U Occupancies which do not project more than fifty-four inches (54") from the exterior wall and do not require additional support.
  12. Portable swimming pools or portable vessels as noted by the definition for aquatic vessels in the 2012 International Swimming Pool and Spa Code, being less than 18 inches in water depth which are drained and filled daily and NOT connected to a circulation system when used as an accessory on single family residential property.
  13. Membrane structures constructed for nursery or agricultural purposes and not including service systems on residential properties not to exceed 400 square feet.
  14. Swings and other playground equipment accessory to detached one- and two-family dwellings.
  15. Re-roofing (like for like no sheathing replacement) on residential properties.
  16. Concrete flat work (driveways, walkways and pads) not be used in connection with a structural component on residential properties.
  17. New doors and windows (replacement if same size, type and function).
  18. Remodels (non-structural and no increase in square footage or plumbing, electrical, and mechanical, on residential properties).
  19. Flag Poles: (a) ground mounted on residential properties and (b) that its reclining length, in case of collapse, would be contained within the bounds thereof or (c) a height of 20 feet whichever is less. Completing an application for a Zoning Clearance is waived unless the subject residential property is within a FEMA delineated flood area. Any electrical to the pole for lighting and the like will require a separate electrical permit.
  20. Decks, the walking surface of which is not more than 30 inches above the surrounding grade and less than 120 sq. ft. of surface area.

**105.2.2 Plumbing Permits.** A plumbing permit shall not be required for the following:

1. The stopping of leaks in drains, soil, waste or vent pipe, provided, however; that should any concealed trap, drain pipe, soil, waste or vent pipe become defective and it becomes necessary to remove and replace the same with new material, the same shall be considered as new work and a permit shall be procured and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, nor for the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

**105.2.3 Electrical Permits.** An electrical permit shall not be required for the following:

1. Listed cord-and-plug connected temporary decorative lighting.
2. Reinstallations of attachment plug receptacles but not the outlets therefor.
3. Repair or replacement of fixed motors, transformers or fixed approved appliances of the same type and rating in the same location.
4. Replacement of branch circuit overcurrent devices of the required capacity in the same location.
5. Electrical wiring, devices, appliances, apparatus or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.
6. Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.
7. Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.
8. Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.
9. The wiring for temporary theater, motion picture or television stage sets where the public is not to attend.
10. Low-energy power, controls and signal circuit of Class II and Class III as defined in the Electrical Code.
11. Items as listed per **Article 90.2 SCOPE (B) Not Covered** in the 2011 National Electrical Code as adopted by the jurisdiction.
12. Electric water heaters (replacement of the same type and rating).

**105.2.4 Mechanical Permits.** A mechanical permit shall not be required for the following:

1. A portable heating appliance.
2. Portable ventilation appliances and equipment.
3. a portable cooling unit.
4. Steam, not water or chilled water piping within any heating or cooling equipment or appliances regulated by this code.

5. The replacement of any minor part that does not alter the approval of equipment or an appliance or make such equipment or appliance unsafe.
6. A portable evaporative cooler.
7. Self-contained refrigeration systems that contain 10 pounds (4.5kg) or less of refrigerant or that are actuated by motors of 1 horsepower (0.75 kW) or less.
8. Portable fuel cell appliances that are not connected to a fixed piping system and not interconnected to a power grid.
9. Gas water heaters (replacement that does not alter existing flue and/or gas connections or make such equipment unsafe).

**105.2.5 Fuel Gas Permits.** A fuel gas permit shall not be required for the following:

1. Any portable heating appliance.
2. Replacement of any minor part of equipment that does not alter approval of such equipment or make such equipment unsafe.

**Sub-subsection 105.3.2 Time Limitation of Application** is deleted in its entirety and revised to read as follows:

**105.3.2 Time Limitation of Application.** An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing and such application shall be expired. The building official is authorized to grant one (1) extension of time of up to 180 additional days. The extension shall be requested in writing and justifiable cause demonstrated.

**Subsection 105.5 Expiration** is deleted in its entirety and revised to read as follows:

**105.5 Expiration.** Every permit issued shall become invalid unless the work authorized by such permit has commenced within 180 days after its issuance and a valid inspection or subsequent valid inspection as detailed by Section 110 is obtained every 180 days thereafter. The building official is authorized to grant one (1) extension of time for a period of not more than 180 days. All requests for extensions shall be in writing prior to permit expiration and with justifiable cause demonstrated. Every permit issued shall become invalid within three and a half (3 1/2) years from the issued date **including** all extensions of time. An expired permit shall only be renewed once provided no changes have been made or will be made in the original issued construction documents and the renewal application is submitted within one (1) year of the expiration date.

**Subsection 105.7 Placement of Permit** is amended by insertion of a new sentence at the end of this section to read as follows:

**105.7 Placement of Permit.** The issued premise identification placard (orange card) shall be conspicuously posted on site and be maintained until the completion of the project.

**Subsection 105.8 Responsibility** is added as a new section to read as follows:

**105.8 Responsibility.** It shall be the duty of every person who performs work for the installation or repair of building, structure, electrical, fuel gas, mechanical or plumbing systems for which this code is applicable, to comply with this code.

**Subsection 107 Submittal Documents**

**Subsection 107.1 General** is amended by deleting the first paragraph in its entirety and replacing it to read as follows:

**107.1 General.** Submittal documents consisting of construction documents, plans, specifications, engineering calculations, diagrams, geotechnical soil reports, statements of special inspections, and other data shall be submitted in two (2) or more sets with each permit application. The construction documents for all disciplines shall be prepared by an Arizona licensed registrant when the building is regulated by the rules and regulations of the Arizona State Board of Technical Registration to require sealed plans by a qualified licensed registrant. The building official may require the applicant submitting construction documents to demonstrate that state law does not require that the documents be prepared by an Arizona licensed registrant. Where special conditions exist, the building official is authorized to require construction documents to be prepared by an Arizona licensed registrant.

**Sub-subsection 107.2.1 Information on Construction Documents** is deleted in its entirety and revised to read as follows:

**107.2.1 Information on Construction Documents.** Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted when prior approval is obtained from the building official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the building official. All braced wall lines, shall be identified on the construction documents and all pertinent information including, but not limited to, bracing methods, location and length of braced wall panels, attachment of braced wall panels to foundation and at top of braced wall lines shall be provided.

**Sub-subsection 107.2.2 Fire Protection System Shop Drawings** is deleted in its entirety and revised to read as follows:

**107.2.2 Fire Protection Shop Drawings.** Shop drawings for the fire protection system(s) shall be submitted to the Authority Having Jurisdiction (AHJ) as determined by

the Central Yavapai Fire District for review and shall be approved by the AHJ prior to the start of system installation. The building official shall receive official notification of such approval prior to continued inspections of work in areas where fire protection system(s) are required.

**Sub-subsection 107.2.5 Site Plan** is deleted in its entirety and revised to read as follows:

**107.2.5 Site Plan.** The construction documents submitted with the application for a permit shall be accompanied by a site plan drawn to a defined scale showing the size and locations of all new construction and existing structures on the site, distances from all lot lines, the existing (native) and proposed final grade contour intervals, building pad elevations, finished floor elevations, drainage flow directions, utility line locations (water, gas, sewer, septic, and electrical) and cut and fill amounts of any grading. In the case of demolition, the 8 ½" x 11" plot plan shall show structure(s) to be demolished and the location and size of existing structure(s) to remain on the property. The building official is authorized to waive or modify the requirement for a site plan when the application for permit is for alteration or repair or when otherwise warranted.

**Sub-sub-subsection 107.2.5.2 Manufacturer's Installation Instructions** is added as a new section to read as follows:

**107.2.5.2 Manufacturer's Installation Instructions.** Manufacturer's Installation Instructions, as required by this code, shall be available on the job site at the time of inspection.

**Sub-subsection 107.3.3 Phased Approval** is deleted in its entirety.

**Sub-subsection 107.3.4.1 Deferred Submittals** is amended by addition of a new first paragraph to read as follows:

**107.3.4.1 Deferred Submittals.** Deferred submittals of this code shall apply to all buildings, *EXCEPT* detached one- and two-family dwellings and their accessory structures as defined under the provisions of the International Residential Code as adopted by this jurisdiction. Deferred items will require submittal of construction document sets as set forth in sections 107.1 and 107.2 and to be examined and approved by the building official as set forth in sections 107.3 and 107.3.1 prior to any work described in such deferred submittals being commenced.

## **Section 108 Temporary Structures and Use**

**Subsection 108.1 General** is amended to read:

**108.1 General.** The building official is authorized on behalf of the Community

Development Director or Zoning Administrator, to issue a permit for temporary housing while constructing a permanent dwelling pursuant to Town Code Section [153.036\(B\)\(8\)](#). In addition, the building official is authorized to issue a permit for temporary structures and temporary uses such as on-site construction office trailers or storage units (not intended to serve as living quarters). Such permits shall be limited as to time of service subject to a valid building permit for a principal structure but shall not be permitted for more than 180 days. In such cases, the building official is authorized to grant extensions for demonstrated cause.

**Subsection 108.3 Temporary Power** is amended by addition of the *2011 National Electrical Code* to the end of the last sentence.

**Section 109 Fees** is deleted in its entirety and revised to read as follows:

### **Section 109 Fees**

**109.1 Payment of Fees.** Fees shall be assessed in accordance with the provisions of this section or shall be as set forth in the fee schedule adopted by this jurisdiction.

**109.2 Schedule of Permit Fees:** Valuations shall be assigned and fees shall be assessed in accordance with the current valuation and fee schedule recommended and approved by the Town of Dewey-Humboldt.

**109.3 Plan Review Fees.** When submittal documents are required by Section 107, a deposit shall be paid at the time documents are submitted for plan review. Said deposit shall be as shown in the Valuation and Fee Schedule adopted by the Town of Dewey-Humboldt Town Council.

The plan review fees for electrical, mechanical and plumbing work shall be as shown in the Valuation and Fee Schedule adopted by the Town of Dewey-Humboldt Town Council.

The plan review fee for grading work shall be as shown in the Valuation and Fee Schedule adopted by the Town of Dewey-Humboldt Town Council. The plan review fees specified in this section are separate fees from the permit fees specified in Section 109.2 and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in Section 107.3.4.1, an additional plan review fee shall be charged at the rate shown in the Valuation and Fee Schedule adopted by the Town of Dewey-Humboldt Town Council.

**109.4 Work Commencing Before Permit Issuance.** Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before

obtaining the necessary permits shall be subject to a fee equal to the amount of the permit fee required by this code and shall be in addition to the required permit fees.

**109.5 Investigation.** Whenever work for which a permit is required by this code has been commenced without first obtaining a permit, a special investigation may be made prior to a permit being issued for such work.

**Exception:** Repairs performed in an emergency situation where the application was submitted the next business day.

**109.5.1 Investigation Permit Fee.** An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this code. The minimum investigation fee shall be the same as the minimum fee set forth in the Valuation and Fee Schedule adopted by the Town of Dewey-Humboldt Town Council. The payment of such investigation fee shall not exempt an applicant from compliance with all other provisions of either this code; the technical codes, and from the penalty prescribed by law.

**109.6 Related Fees.** The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law and the Town of Dewey-Humboldt Code of Ordinances.

### **109.7 Fee Refunds**

The building official may authorize refunding of a fee paid hereunder, which was erroneously paid or collected.

The building official may authorize refunding the greater of \$25.00 or 25% of the building permit fee paid when no work and no inspections have been done under a permit issued in accordance with this code.

The building official may authorize refunding the greater of \$10.00 or 25% of plumbing, electrical, and mechanical fees paid when no work and no inspections have been done under a permit issued in accordance with this code.

The building official may authorize refunding a plan review fee for a permit withdrawn after a deposit fee has been paid at the greater of the per-hour charge rate (minimum of one hour) or the calculated plan review fee. No refund of plan review fees shall be made once plan review on a plan has begun.

The building official shall not authorize the refunding of any fee paid except upon written application filed by the original applicant no later than 180 days after the date of fee payment.

**Section 110 Inspections** is deleted in its entirety and revised to read as follows:

## **Section 110 Inspections**

**110.1 General.** Construction or work for which a permit is required shall be subject to inspection by the building official and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the building official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

A survey of the property, as done by an Arizona licensed surveyor may be required by the building official to verify that buildings, structures and related features are located in accordance with the approved plans.

**110.2 Preliminary Inspection.** Before issuing a permit, the building official is authorized to examine, or cause to be examined, the buildings, structures and sites for which an application has been filed.

**110.3 Required Inspections.** The building official, upon notification, shall make the inspections set forth in Sections 110.3.1 through 110.3.15.

**110.3.1 Footing.** Footing inspection shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete footings, any required forms shall be in place prior to inspection. As required by ACI standards, all vertical steel shall be tied in place at the time of footing inspection.

**110.3.2 Stem Wall/Grout.** Stem wall inspections of masonry or formed concrete walls, shall be made prior to any grout or concrete being placed after the masonry units and required forms are completed and any required reinforcing steel installed, including the installation of any required framing attachments, which shall be secured to the un-grouted masonry units or concrete wall forms.

**110.3.3 Reinforced Masonry, Insulating Concrete Form (ICF) and Conventionally Formed Concrete Wall.** Reinforced masonry walls, insulating concrete form (ICF) walls and conventionally formed concrete walls shall be inspected after plumbing, mechanical and electrical systems embedded within the walls, and reinforcing steel are in place and prior to placement of grout or concrete. Inspection shall verify the correct size, location, spacing and lapping of reinforcing. For masonry walls, inspection shall also verify that the location of grout cleanouts and size of grout spaces comply with the requirements of this code.

**110.3.4 Concrete Slab and Under-floor.** Concrete slab and under-floor

inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the sub floor. Residential building concrete slab inspections shall include the garage floor.

**110.3.5 Floodplain.** For construction in areas prone to flooding, as determined by the Yavapai County Flood Control District, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the building official shall require submission of documentation, prepared and sealed by a registered design professional, of the elevation of the lowest floor, including the basement.

**110.3.6 Plumbing, Mechanical, Gas and Electrical Systems.** Rough inspection of plumbing, mechanical, gas and electrical systems shall be made prior to covering or concealment, before fixtures or appliances are set or installed, and prior to slab grade inspection, or at the time of rough-in inspection prior to insulation.

**Exception:** Back-filling of ground-source heat pump loop systems tested in accordance with Sections M2105.1 of the 2012 International Residential Code and 1208.1.1 of the 2012 International Mechanical Code prior to inspection shall be permitted.

**110.3.7 Roof Nailing and Exterior Braced Wall Panels.** Roof nailing and exterior braced wall panel inspection shall be made after the roof deck sheathing, exterior wall sheathing, and required wall framing attachments are in place and prior to the installation of the roofing material and exterior wall covering. All required wall framing attachments to the foundation and stem wall systems shall be in place.

**110.3.8 Framing and Exterior Lath.** Framing inspection shall be made after all framing, fire-blocking, windows, and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating, wiring, pipes and ducts are installed. All penetrations through the floor and through the top plate into the attic must be sealed and exterior lath is installed and roof completely dried in with either the roofing material or approved roofing paper. The exterior lath inspection, for stucco wall covering, shall be made at this time.

**110.3.9 Water-Resistive and/or Air Barrier.** A water-resistive barrier and/or air barrier inspection shall be performed after all flashings, windows and barriers are installed prior to the installation of any exterior wall covering.

**110.3.10 Insulation.** Insulation inspection shall be made after frame and exterior lath inspection and all rough plumbing, mechanical, gas, and electrical systems are approved and prior to covering or concealment. Blown or sprayed roof/ceiling insulation may be verified before final inspection with markers affixed to the trusses or joists and marked with the insulation thickness by one inch (1") high numbers. A minimum of one (1) marker provided for each 300 square feet of area with numbers to face the attic access opening.

**110.3.11 Gypsum Board.** An inspection shall be made of the gypsum board, interior and exterior, before any joints and fasteners are taped and finished.

**110.3.12 Fire-resistant Penetrations and Fire-Resistance-Rated Construction.** Protection of joints and penetrations in fire-resistance-rated assemblies shall not be concealed from view until inspected and approved. Where fire-resistance-rated construction is required between dwelling units or due to location on property, the building official shall require an inspection of such construction after all lathing and/or wallboard is in place, but before any plaster is applied, or before wall board joints and fasteners are taped and finished.

**110.3.13 Special Inspections.** For special inspections, see Section 1704 of the 2012 International Building Code.

**110.3.14 Other Inspections.** In addition to the inspections specified above the building official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by Building Safety.

**110.3.15 Final.** Final inspection shall be made after the permitted work is completed and prior to occupancy.

**110.4 Inspection Agencies.** The building official is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

**110.5 Inspection Requests.** It shall be the duty of the holder of the building permit or their duly authorized agent to notify the building official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

**110.6 Approval Required.** Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the building official. The building official, upon notification, shall perform the requested inspection and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the building official.

**110.7 Re-inspection.**

**110.7.1** A re-inspection fee may be assessed for each inspection or re-inspection when:

1. such portion of work for which inspection is called is not complete or when corrections called for are not made;
2. When the inspection record card is not posted or otherwise available on the work site;
3. When the approved plans are not readily available to the inspector;
4. For failure to provide access on the date for which inspection is requested;
5. For deviating from approved plans thereby requiring the approval of the building official.

**110.7.2** This section is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of the technical codes, but as controlling the practice of calling for inspections before the job is ready for such inspection or re-inspection.

**110.7.3** To obtain a re-inspection, the applicant shall pay the re-inspection fee as set forth in the fee schedule adopted by this jurisdiction.

**110.7.4** In instances where re-inspection fees have been assessed, additional inspection of the work will not be performed until the required fees have been paid.

## **Section 111 Certificate of Occupancy**

**Subsection 111.1 Certificate Issued** is amended by addition of an “Exception” to read as follows:

### **111.1 Certificate Issued.**

**Exception:** Certificates of occupancies are not required for work exempt from permits under Section 105.2 of this code on residential remodels, additions, and accessory buildings or structures on residential properties being used for non-habitable residential purposes. Certificates of Completion shall be issued on permits issued as a Shell Building. Certificates of completion shall not authorize occupancy.

**Section 113 Board of Appeals, Subsection 113.1 General** is amended to read as follows:

**113.1 General.** In order to hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. the board of appeals shall be appointed by the Town Council and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting business. The Town Council may appoint, as the Town’s board of appeals, a board duly appointed by another municipality or County.

**SECTION 114 Violations** is deleted in its entirety and revised to read as follows:

**SECTION 114 Violations** shall be handled through §§ 153.019, 153.020, and 153.999 of the Zoning Regulations unless otherwise provided.

**114.1 Violations.** It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building, structure or building service equipment regulated by this code, or cause or permit the same to be done in conflict with or violation of any provision of this code or any technical code adopted by the Town.

**114.2 Notice of violation.** The Building Official or Code Official is authorized to serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition, or occupancy of a building or structure in violation of the provisions of this code or in violation of a permit or certificate issued pursuant to this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation. The notice shall be served either by personal service or by certified mail sent to the last known address of the owner, the owner's authorized agent or the owner's statutory agent and to the address to which the tax bill for the property was last mailed. The Code Official may record the notice in the Yavapai County Recorder's Office; but if the notice is recorded and compliance with the notice is subsequently satisfied, the Code Official shall record a release of the notice.

**114.3 Prosecution of Violation.** If the notice of violation is not complied with within ten (10) working days of service, or sooner if determined to be a matter of imminent danger of physical harm to persons living or working in the vicinity, the Building Official or Code Official is authorized to institute the appropriate action at law or in equity to restrain, correct or abate such violation or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

**114.4 Penalties.** Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction document or directive of the building official or of a permit or certificate issued pursuant to this code shall be subject to penalties as prescribed by law for violations of municipal codes.

**114.5 Continuing Violation; Habitual Offender.**

**114.5.1** Each day a violation of this code continues shall be deemed a separate offense.

**114.5.2** After having been found responsible for committing three or more civil infractions of the same code provision in any twenty-four-month period, whether by admission, by payment of the fine, by default or by judgment after hearing, a person is a habitual offender and may be charged with a Class I misdemeanor. For purposes of calculating the twenty-four-month period under this subsection, the dates of the commission of the offenses shall be used. Any person found guilty of a Class I misdemeanor under this subsection shall be punished by a fine

of not less than five hundred dollars nor more than twenty-five hundred dollars, exclusive of penalty assessments prescribed by law or by imprisonment for a period not to exceed six months, or by both such fine and imprisonment. Each day that a violation continues shall be a separate offense punishable as hereinabove described.

II. The Town of Dewey-Humboldt, Arizona Code of Ordinances, Title XV Land Usage, Chapter 150 Building Codes, Subchapter Codes Adopted, § 150.02 Building Code, as Amended is hereby repealed in its entirety and new § 150.02 Building Code is adopted to read as follows:

### **§ 150.02 Building Code.**

(A) *Adoption of International Building Code.* That certain document entitled “International Building Code, 2012 Edition,” together with Appendices C and I, published by the International Code Council, is hereby adopted as the Building Code of the Town of Dewey-Humboldt, for regulating the erection, construction, enlargement, alteration, repair, moving, demolition, conversion, occupancy, use height, area and maintenance of all buildings and structures in the Town, and made a part of this chapter as though fully set forth herein, except as the same is amended herein.

(B) *Amendments.*

## **Chapter 3 Use and Occupancy Classification Section 305**

### **Educational Group E**

**Section 305.2 Group E day care facilities** is amended by adding the following:

**Exception:** Child day care facilities complying with the requirements of ARS § 36-897 et seq. and providing child care for less than 24 hours per day for not less than five (5) children but no more than ten (10) children through the age of twelve years shall be classified as Group R-3, provided that all child care rooms are located on the level of exit discharge and each child care room has an exit door directly to the outside.

### **Section 308 Institutional Group**

**Subsection 308.3 Institutional Group I-1**, is amended to read as follows:

**Section 308.3 Institutional Group I-1:** This occupancy shall include buildings, structures or portions thereof housing more than 10 persons who, because of age, mental disability or other reasons, reside on a 24-hour basis in a residential environment that provides supervisory care services. The occupants are capable of responding to an emergency situation without physical assistance from staff. This group shall include, but is not limited to the following:

Alcohol and Drug Centers  
Assisted Living Facilities  
Congregate Care Facilities  
Convalescent Facilities  
Group Homes  
Halfway Houses  
Residential Board and Custodial Care Facilities  
Social Rehabilitation Facilities

**Section 308.3.1 Five or fewer persons receiving care.**

A facility such as the above with five or fewer persons receiving such care shall be classified as a Group R-3 or shall comply with the *International Residential Code*, Section 101.2.

**Section 308.3.2 Six to Ten Persons Receiving Care.** A facility such as above, housing at least six and not more than ten persons receiving such care, shall be classified as Group R-4.

**Subsection 308.4 Institutional Group I-2**, is hereby amended to read as follows:  
**Section 308.4 Institutional I-2**

This occupancy shall include buildings, and structures used for medical, surgical, psychiatric, nursing, custodial, personal, or directed care on a 24-hour basis for more than a five persons who are not capable of self-preservation by responding to an emergency situation without physical assistance from staff. This group shall include, but not be limited to, the following:

Foster care facilities  
Detoxification facilities  
Hospitals  
Psychiatric hospitals

This occupancy shall also include buildings and structures used for assisted living homes providing supervisory, personal, or directed care on a 24-hour basis for more than 10 persons who are not capable of self-preservation by responding to an emergency situation without physical assistance from staff. A facility such as the above with 10 or fewer persons receiving such care shall be classified as a R-4 Condition 2.

**Section 308.4.1 Five or fewer persons receiving care.** A facility such as the above with five or fewer persons shall be classified as Group R-3 or shall comply with **Section 101.2** of the *International Residential Code*.

**Section 308.6 Institutional Group I-4 Day Care Facilities** is amended to include the following:

**Exception:** A child day care facility complying with the requirements of ARS §§ 36-897

et seq. and providing child care for less than 24 hours per day for not less than five children but no more than ten children through the age of twelve years shall be classified as Group R-3, provided that all child care rooms are located on the level of exit discharge and each child care room has an exit door directly to the exterior.

**Subsection 308.6 Institutional Group I-4, day care facilities, Subsection 308.6.2 Within a place of religious worship,** is hereby deleted in its entirety

**Section 310 RESIDENTIAL GROUP R: Subsection 310.2 Definitions** is amended by adding the following definitions to read as follows:

**DIRECTED CARE SERVICES:** Care of residents, including personal care services, who are incapable of recognizing danger, summoning assistance, expressing need, or making basic care decisions.

**PERSONAL CARE SERVICE:** Assistance with activities of daily living that can be performed by persons without professional skills or professional training and includes the coordination or provisions of intermittent nursing services and the administration of medications and treatments.

**RESIDENTIAL CARE/ASSISTED LIVING HOME:** A building or part thereof housing a maximum of 10 persons, excluding staff, on a 24-hour basis, who because of age, mental disability or other reasons, live in a supervised residential environment which provides supervisory, personal, or directed services. This classification shall include, but not be limited to the following: residential board and care facilities, assisted living homes, halfway houses, group homes, congregate care facilities, social rehabilitation facilities, alcohol and drug abuse centers, and convalescent facilities.

**SUPERVISORY CARE SERVICE:** General supervision, including daily awareness of resident functioning and continuing needs.

**Section 310.5 Residential Group R-3** is amended to read as follows:

**Section 310.5 Residential Group R-3.** Residential occupancies where the occupants are primarily permanent in nature and not classified as Group R-1, R-2, R-4, or I, as follows:

Buildings that do not contain more than two dwellings units as applicable in **Section 1.201** of the **International Residential Code**.

Adult and child care facilities that provide accommodations for five or fewer persons of any age.

Adult and child care facilities that are within a single-family home are permitted to comply with the International Residential Code in accordance with Section 101.2 of this code.

**Section 310 Residential Group R: Subsection 310.6 Residential Group R-4**, is amended to read as follows:

**Section 310.6 Residential Group R-4.** This occupancy shall include buildings or structures, or portions thereof, which are used for residential occupancies and not classified as Group R-1, R-2, R-3 or Institutional Group I. Residential occupancies shall include the following:

Buildings arranged for occupancy as residential care/assisted living facilities  
Including more than five but not more than ten occupants, excluding staff.

**CONDITION 1:** This occupancy condition shall include facilities licensed to provide supervisory care services, in which occupants are capable of self-preservation by responding to an emergency situation without physical assistance from staff. Condition 1 facilities housing more than 10 persons shall be classified as a Group I-1.

**CONDITION 2:** This occupancy condition shall include facilities licensed to provide personal or directed care services, in which occupants are incapable of self-preservation by responding to an emergency without physical assistance from staff. Condition 2 facilities housing more than 10 persons shall be classified a Group I-2.

#### **Chapter 4 Special Detailed Requirements Based on Use and Occupancy**

**Section 420 Groups I-1, R-1, R-2, and R-3** is renamed and amended in its entirety to read as follows:

#### **Section 420 Group R-4 Occupancies**

**Section 420.1 Applicability.** The provisions of this section shall apply to Group R-4 occupancies constructed and operated within the Town.

**Section 420.2 Construction Requirements.** Group R-4 occupancies shall meet the requirements for construction as defined in Group R-3 except as otherwise provided for in this code, or shall comply with **Section 419** of this code and the *International Residential Code*.

**Section 420.2.1 Construction Materials.** Group R-4 occupancies may be constructed of any materials allowed by this code.

**Section 420.2.2 Height, Size and Location.** Group R-4 occupancies shall be separated from other uses as provided in Table 508.3.3 of this code, shall not exceed two stories in height or be located above the second story in any building, and any second story shall not exceed 2000 square feet, except as provided in Section 506 of the *International Building Code*. Mixed Group R-4 occupancies

shall be separated from other uses as provided in Table 302.3.2 of this code.

**Section 420.2.3 Fire resistant construction.** Group R-4 occupancies having more than

2000 square feet of floor area above the first floor shall not be less than one hour, fire resistant construction throughout.

**Section 420.2.4 Accessibility.** Group R-4 occupancies shall include at least one entrance that meets the requirements of the Arizonans with disabilities Act (ARS §§ 9-499.02 and 41-1492 through 41-1492.11). Sleeping rooms and associated toilets shall be accessible by residents in compliance with the requirements set forth in Section 3409 of this code. Bathing and toilet facilities in existing buildings shall be fitted with grab bars in accordance with ICC/ANSI -A 117.1.

**Exception:** Existing buildings shall comply with the accessibility

**Section 420.2.5 Exits.** Every story, basement, or portion of a Group R-4 occupancy shall have at least two exits.

**Exception:** Group R-4 occupancies with a second story which does not contain sleeping rooms may have one exit on the second story as provided in Chapter 10.

**Section 420.2.6 Distance to Exits.** The maximum travel distance to an exit shall comply with the requirements of Section 1004 of this code.

**Exception:** The maximum travel distance from the center point of any sleeping room to an exit shall not exceed 75 feet.

**Section 420.2.7 Emergency Exit Illumination:** In the event of a power failure, exits shall be automatically illuminated by an emergency system powered by storage batteries or an onsite generator installed in accordance with the *National Electrical Code*.

**Section 420.2.8 Emergency Escape and Rescue.** Group R-4 occupancies shall comply with the requirement of **Section 1025** of this code.

**Exception:** **Section 1025.1** of this code shall not apply to Group R-4 occupancies.

**Section 420.2.9 Delayed Egress Locks.** In group R-4 condition 2 occupancies, delayed egress locks shall be permitted in accordance with **Sections 1008.1.9.7** and **1008.1.8.6**, items 1,2,4,5 and 6 of this code.

**Section 420.2.10 Smoke Alarms,** All habitable rooms and hallways in Group R-4

occupancies shall be equipped with smoke alarms installed in accordance with **Section 907.2.10.1-3** of this code.

**Section 420.2.11 Sprinkler Systems**, Group R-4 occupancies shall be equipped with a sprinkler system installed throughout, including attached garages, in accordance with **Section 903.2.9** of this code. In Group R-4 Condition 2 occupancies, sprinkler systems shall also be installed in attics and concealed spaces consisting of or containing combustibles. Such concealed spaces consisting of or containing combustible material, such systems shall not contain unsupervised valves between the domestic water riser control valve and the sprinklers. In Group R-4 Condition 2 occupancies, such systems shall contain water-flow switches electrically supervised by an approved supervising station and shall sound an audible signal at the location staffed 24 hours per day, 7 days a week.

## **Chapter 9 Fire Protection Systems**

**Section 901 General**, is deleted in its entirety and amended to read as follows:

**Section 901 General.** Fire protection systems shall be installed, repaired, operated, maintained and enforced in accordance with the requirements of the Central Yavapai Fire District (the “Fire District”) and the *International Fire Code*, as adopted and amended from time to time by the Fire District ( the “Fire District Requirements”). The Building Official shall assist the Fire District in the inspection, testing and oversight of fire protection systems as may be required. The Building Official shall withhold approvals where fire protection systems are not in compliance with Fire District Requirements.

**Sections 902 through 915** are deleted in their entirety.

## **Chapter 11 Accessibility Section 1101 – General**

**Section 1101.2 “Design”** is hereby amended to read as follows:

**Section 1101.2 Design.** Accessibility requirements shall be the most restricted of those stated in the 2010 Standards for Accessible Design or Chapter 11 Accessibility of the *International Building Code*, 2012 Edition.

## **Chapter 12 Interior Environment**

**Section 1207 Sound Transmission** is deleted in its entirety

**Chapter 15 Roof Assemblies and Rooftop Structures, Section 1507.3** is amended to read as follows:

**Section 1507.3 Clay and concrete tile.** The installation of clay and concrete tile shall

comply with the provisions of this section.

**Section 1507.3.1** Concrete and clay tile shall be installed only over solid sheathing.

**Section 1507.4 Metal Roof Panels** is amended to read as follows:

**Section 1507.4 Metal Roof Panels.** The installation of metal roof panels shall comply with this section.

**Section 1507.4.1** Metal roof shingles shall be applied to a solid sheathed roof deck.

**Section 1507.8 Wood shingles** is amended to read as follows:

**1507.8 Wood Shingles.** The installation of wood shingles shall comply with the provisions of this section and Table 1507.8 and shall be installed on solid sheathing.

**Table 1507.8 Wood Shingle and Shake Installation** is amended to delete “or spaced sheathing” and associated installation requirements from “2. Deck Requirement”.

**Section 1507.9 Wood Shakes** is amended to read as follows:

**Section 1507.9 Wood shakes.** The installation of wood shakes shall comply with this section and Table 1507.8 as amended.

**Section 1507.9.1** Wood shakes shall only be used on solid sheathing.

## Chapter 16 Structural Design

**Section 1607.1 General, Table 1607.1 Minimum Uniformly Distributed Live Loads and Minimum Concentrated Live Loads #25** is amended to read as follows:

Occupancy or Use	Uniform (psf)	Concentrated (lbs)
25. Residential		
One- and two-family dwellings		
* * *		
Uninhabitable Attics with storage	40	
Habitable Attics and sleeping areas	40	
* * *		

## **Chapter 18 Soils and Foundations**

**Section 1809.4 Depth of footings** is amended to read:

The minimum depth of footings below the undisturbed ground surface shall be 18” inches.

**Section 1809.5 Frost Protection** is amended to delete the listed exceptions.

## **Chapter 34 Existing Structures**

**Section 3412 Compliance Alternatives** is deleted in its entirety.

III. The Town of Dewey-Humboldt, Arizona Code of Ordinances, Title XV Land Usage, Chapter 150 Building Codes, Subchapter Codes Adopted, § 150.03 Residential Code for One- and Two-Family Dwellings, as Amended is hereby repealed in its entirety and new § 150.03 Residential Code for One- and Two-Family Dwellings is adopted to read as follows:

### **§ 150.03 Residential Code for One-and Two-family Dwellings.**

(A) That certain code entitled “International Residential Code for One-and Two-Family Dwellings, 2012 Edition”, together with appendices A, B, C, H, J and Q thereto, published by the International Code Council, is hereby adopted as the Residential Code for One- and Two-Family Dwellings of the Town of Dewey-Humboldt for regulating erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area and maintenance of all R-3 occupancies in the town, and made part of this chapter the same as though said code with named appendices and referenced standards was specifically set forth in full herein, except as amended below.

(B) Amendments:

The International Residential Code for One-and Two-Family Dwellings shall be amended as follows:

## **Chapter 1 Scope and Administration**

**Section R101.1 Title** is amended to read as follows:

These regulations shall be known as the Residential Code for One-and Two-Family Dwellings of the Town of Dewey-Humboldt, and shall be referred to herein as “this code.”

**Section R102.7 Existing Structures** is amended to read as follows:

The legal occupancy of any structure existing on the date of the adoption of this code shall be permitted to continue without change, except as is specifically covered in this code or the International Fire Code as adopted and amended by the Central Yavapai Fire District, or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

**Section R105.3.1.1 Determination of substantially improved or substantially damaged existing buildings in flood hazard areas** is hereby deleted.

**Sections R108 Fees, R109 Inspections, R112 Board of Appeals, and R113 Violations** are deleted in their entirety and replaced with the requirements of the Town of Dewey-Humboldt Administrative Code.

## **Chapter 2 Definitions**

**Section R201.4 Terms not defined** is amended to read as follows:

**Section R201.4 Terms not defined.** Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies. Webster's Third New International Dictionary of the English Language, Unabridged, shall be considered as providing ordinarily accepted meanings.

## **Chapter 3 Building Planning**

**Table R301.2(1) Climatic and Geographical Design Criteria** is amended to read as follows:

Roof Snow Load- 30 lbs/per sq ft., Wind – 90 mph - 3 second gust Exposure C; Seismic Design Category C; Weathering – Negligible; Frost Line Depth- 12” inches; Termite- Moderate; Decay – Slight; Winter Design Temperature – PV + 15°; Ice Shield Underlayment Requirement – No; Flood Hazards – Administered by the Building Official; Air Freezing Index – 124; Mean Annual Temp – 53.

**Table R301.5 Live Load** is amended by amending **Table R301.5 Minimum Uniformly Distributed Live Loads** to require 40 pounds minimum live load in both “Uninhabitable attics with limited storage” and “Sleeping rooms”.

**Section R305 Ceiling Height, R305.1** is amended to read:

**Section R305.1** The minimum ceiling height for any habitable room shall be 7’6” (seven feet, six inches).

**Section R309.5 Fire Sprinklers** is deleted in its entirety.

**Section R313 Automatic Fire Sprinkler Systems** is deleted in its entirety and replaced by the

following:

**Section R313 Automatic Fire Sprinkler Systems.** Automatic fire sprinkler systems shall be installed as required by and in compliance with the Arizona Revised Statutes and the requirements of the International Fire Code as adopted and amended by the Central Yavapai Fire District.

**Section R314.3** entitled “**Location**” is hereby amended by adding a new item 4, to read as follows:

4. Where the ceiling height of a room open to the hallway servicing bedrooms exceeds that of the hallway by 24 inches or more, smoke detectors shall be installed in the hallways and in the adjacent room.

## **Chapter 4 Foundations**

**Section 403 Footings, Subsection R403.1 General, Sub-subsection R403.1.1 Minimum Size** is amended by adding an additional paragraph to read:

Continuous spread concrete footings shall be reinforced with at least one #4 horizontal reinforcement bar located three inches (3”) from the bottom of the footing. Monolithic interior and exterior concrete footings shall be reinforced with at least one #4 horizontal, located three inches (3”) from the bottom of the footing and one #4 located three inches (3”) from the top of the slab. Pier and column footings shall be reinforced with #4 horizontal reinforcement spaced no more than twelve inches (12”) in each direction and located three inches (3”) from the bottom of the footing.

**Section R403.1.3.1 Foundations with stem walls** is deleted in its entirety and replaced with the following:

**Section R403.1.3.1 Foundations with stem walls.** Foundations with stem walls shall be provided with the following steel reinforcement unless an engineered design is provided.

1. For non-retaining stem walls less than twenty four inches (24”) in height, a bond beam composed of one horizontal #4 rebar is required at the top of the wall and one #4 vertical rebar is provided at forty-eight inches (48”) on center. The vertical reinforcement shall extend into the footing with a bent hook having a minimum of six-inch (6”) 90 degree bend.
2. For stem walls twenty-four inches (24”) to forty-eight inches (48”) in height a bond beam composed of two horizontal #4 rebar, or one #5 rebar is required at the top of the wall and one #4 vertical rebar is provided at forty-eight inches (48”) on center. The vertical reinforcement shall extend into the footing with a bent hook having a minimum of six-inch (6”) 90-degree bend.

3. For stem walls over forty-eight inches (48") in height or retaining two (2) or more feet of earth, engineering may be required to determine footing size, wall thickness, materials, steel placement and size (depending on soil conditions), height, surcharge loading, or other requirements at the option of the building official (or his designee).

**Section R403.1.4 Minimum Depth** is amended to read as follows:

**Section R403.1.4** All exterior footings shall be placed a minimum of eighteen (18") inches into undisturbed or compacted soil.

**Sub-subsection R403.1.4.1 Frost Protection** is amended to delete **exceptions 1, 2, and 3.**

## **Section R404 Foundation and Retaining Walls**

**Subsection R404.1 Concrete and Masonry Foundation Walls, Sub-subsection R404.1.1 Design of Masonry Foundation Walls, and Sub-subsection R404.1.2 Concrete Foundation Walls** are hereby amended in their entirety to read as follows:

**R404.1.1 Design of masonry foundation walls.** Concrete masonry foundation walls shall be constructed as set forth in **Tables R404.1.1(2) and R404.1.1(4)** of the International Residential Code for the most restrictive design soil class, provided that the minimum vertical reinforcement is #4 bar spaced no more than 48 inches on center, and shall also comply with the provisions of this section and the applicable provisions of **Section R606, R607 and R608.** In Seismic Design Category D0, D1 and D2, concrete masonry foundation walls shall comply with **Section R404.1.4** of the International Residential Code. Rubble stone masonry walls shall not be used in Seismic Design Category C, D0, D1, or D2.

**R404.1.2 Concrete Foundation Walls.** Concrete foundation walls shall be constructed as set forth in **Tables R404.1.1 (2), R404.1.1 (3), and R404.1.1 (4)** of the International Residential Code for the most restrictive design soil class, provided that the minimum vertical reinforcement is #4 spaced no more than 48 inches on center, and shall also comply with the provisions of this section and the applicable provisions of **Sections R402.2 and R612** of the International Residential code.

When **Tables R404.4(1) through R404.4(5)** of the International Residential Code are utilized for concrete foundation walls, reinforcement shall be as required for soil Group III, as established by **Table R405.1** of the International Residential Code, provided that the minimum vertical reinforcement is #4 bar spaced no more than 48" on center. Where **Tables R404.4 (1) through R404.4 (5)** of the International Residential Code indicate N/R for vertical reinforcement size and spacing or where the Tables do not indicate the maximum height of unbalanced backfill for various heights, vertical reinforcement and spacing shall be provided as follows:

Maximum unbalanced	Minimum Vertical Reinforcement Size and Spacing On Center
4' and less	#4 @ 48"
5'	#4 @ 32" or #5 @ 48"
6'	#4 @ 20" or # 5 @ 32"
7'	#4 12" or #5 @ 20"

## Chapter 5 Floors

**Section R506 Concrete Floors (On Ground), Section R506.2 Site Preparation, Subsection R506.2.3 Vapor Retarder** is deleted in its entirety.

## Chapter 6 Wall Construction

**Section R606 General Masonry Construction, Subsection 606.12 Seismic Requirements, Sub-subsection R606.12.2.2.3 Reinforcement Requirements for Masonry Elements**

# 2 is amended to read as follows:

2. Vertical reinforcement of at least one #4 bar shall be provided at corners, within 16 inches of each side of openings, within 8 inches of each side of movement joints, within 8 inches of the ends of walls and at a maximum spacing of 48 inches.

## Chapter 7 Wall Covering

### Section R702 Interior Covering

**Table R702.3.5 Minimum thickness and application of Gypsum Board**, footnote d is deleted in its entirety.

## Chapter 9 Roof Assemblies

**Subsection R905.3 Clay and concrete tile** is amended to add Subsection R905.3.1 to read as follows:

**R905.3.1 Deck requirements.** Clay and concrete tile shall be installed on solid sheathing.

**Subsection R905.4 Metal roof shingles** is amended to add Subsection R905.4.1 to read as follows:

**R905.4.1 Deck requirements.** Metal roof shingles shall be installed on solid sheathing.

**Subsection R905.7 Wood shingles** is amended to add Subsections **R905.7.1 and R905.7.2** to read as follows:

**R905.7.1** Wood shingles shall be installed on solid sheathing.

**R905.7.2** Wood shingles shall be factory treated fire-retardant grade 1 minimum.

**Subsection R905.8 Wood shakes** is amended to add new Subsections **R905.8.1 Deck requirements** and **905.8.2 Material standards** to read as follows:

**R905.8.1 Deck requirements.** Wood shakes shall be installed on solid sheathing.

**R905.8.2 Material standards.** Wood shakes shall be factory fire-retardant treated grade 1 minimum.

**Subsection R905.10 Metal roof panels** is amended to add new Subsection **R905.10.1** to read as follows:

**R905.10.1 Deck requirements.** Metal roof panel coverings shall be installed on solid sheathing.

## **Chapter 10 Chimneys and Fireplaces**

**Subsection R1004.1 GENERAL** is amended to add a new second sentence and to read as follows:

**R1004.1 General.** Factory-built fireplaces shall be listed and labeled and shall be install in accordance with the conditions of the listing. Factory-built fireplaces shall be tested in accordance with UL 127. All factory-built fireplaces shall comply with 40CFR60 Subpart AAA, Revised July 1, 2002. State clean air. ARS 9-500.16.

## **Chapter 13 General Mechanical System Requirements**

**Subsection M1307 Appliance Installation, Subsection M1307.3 Elevation of Ignition Source** Exception is amended to read:

**Exception:** This shall not apply to the following appliances:

1. Clothes dryers or manufactured sealed ignition (pilot) systems installed in a private garage.

## **Chapter 14 Heating and Cooling Equipment and Appliances**

**Section M1414 Fireplace stoves, Subsection M1414.1 General** is amended to add a new second sentence and to read as follows:

**M1414.1 General.** Fireplace stoves shall be listed, labeled and installed in accordance with the terms of the listing. Fireplace stoves shall be tested in accordance with UL 737. All factory-built fireplaces shall comply with 40CFR60 Subpart AAA, Revised July 1,

2002. State clean air, ARS 9-500.16

## **Chapter 24 Fuel Gas**

**Section G2415 (404) Piping system installation, Subsection G2415.5 Piping in concealed locations** is amended to read as follows:

**G2415.5** Portions of a piping system installed in concealed locations shall not have unions, tubing fittings, right and left couplings, bushings, compression couplings, and swing joints made by combinations of fittings. Flexible gas piping **shall not** be used in exterior walls.

## **Chapter 29 Water Supply and Distribution**

**Section P2902 Protection of potable water supply, Subsection P2902.3 Backflow Protection, Sub-subsection P2902.3.5 Reduced pressure principle backflow preventer assemblies** is amended to add a second paragraph to read as follows:

If only one backflow device is required to be installed on a system it shall be a reduced pressure principle backflow preventer. If more than one backflow device is required to be installed on a system the reduced pressure principle backflow preventer shall be installed between the water meter and all other devices. The additional devices shall be as Specified in **Table P2902.3**.

**Subsection P2902.4 Protection of potable water outlets** is amended by adding new **Sections P2902.4.4** and **P2902.4.4.1** to read as follows:

**P2902.4 Protection of potable water outlets.** All connections to the potable water system shall conform *to* **Sections P2902.4.1** through **2902.5.6**.

\* \* \*

**P2902.4.4 Yard hydrant.** Yard hydrants directly connected to the potable water system shall be sanitary yard hydrants.

**P2902.4.4.1. Hose Bibb Requirements.** All dwelling units shall be provided with a minimum of 2 exterior hose bibbs. Hose bibbs shall be frost free, anti-siphon type.

IV. The Town of Dewey-Humboldt, Arizona Code of Ordinances, Title XV Land Usage, Chapter 150 Building Codes, Subchapter Codes Adopted, § 150.04 Plumbing Code, as Amended is hereby repealed in its entirety and new § 150.04 Plumbing Code is adopted to read as follows:

### **§ 150.04 Plumbing Code.**

(A) That certain code entitled “International Plumbing Code, 2012 Edition”, together with Appendices D, E and F, published by the International Code Council is hereby adopted as the Plumbing Code of the Town of Dewey-Humboldt and made part of this chapter, the same as though said code with said named appendices and referenced standards were specifically set forth in full herein, except as amended in Subsection 150.04( B) below.

(B) Amendments:

The International Plumbing Code shall be amended as follows:

### **Chapter 1 Scope and Administration**

**Section 101 General, Subsection 101.1 Title** is amended to read as follows:

**101.1 Title.** These regulations shall be known as the Plumbing Code of the Town of Dewey-Humboldt, hereinafter referred to as “this code”.

**Sections 102 through 110** are deleted in their entirety. The requirements of the Dewey-Humboldt Administrative Code, as adopted in § 150.01 shall apply.

### **Chapter 2 Definitions**

**Section 201 General, Subsection 201.4 Terms not defined** is amended to read as follows:

**201.4 Terms not defined.** Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies. Webster’s Third New International Dictionary of the English Language, Unabridged shall be considered as providing ordinarily accepted meanings.

**Section 202 General Definitions** is amended by amending the definition of “Code Official” to read as follows:

**CODE OFFICIAL.** The officer or other designated authority charged with the administration and enforcement of this code, or a duly authorized representative. The Code Official shall be the Building Official as defined in the International Building Code.

### **Chapter 3 General Regulations**

**Section 305 Protection of Pipes and Plumbing System Components, Subsection 305.4 Freezing** is amended to read as follows:

**305.4 Freezing.** Water, soil and waste pipes shall not be installed outside of a building, in attics or crawl spaces, concealed in outside walls, or in any other place subjected to freezing temperatures unless adequate provision is made to protect such pipes from

freezing by insulation or heat or both. Exterior water supply system piping shall be installed not less than 6 inches (152 mm) below the frost line and not less than 12 inches (305 mm) below grade. Minimum burial depth for Water, Soil and Waste Pipes is 12”.

**305.4.1 Sewer depth.** Sewer depth is 6” below frost line and a minimum depth of 12”.

## **Chapter 4 Fixtures, Faucets and Fixture Fittings**

**Section 403 Minimum Plumbing Facilities, Section 403.1 Minimum Number of Fixtures, Table 403.1 Minimum Number of Required Plumbing Fixtures** is amended to add the following footnotes:

- h. Water coolers, Goose neck spigot at a non-restroom/utility sink, or bottled water dispensers may be substituted for drinking fountains in B, M, and S occupancies with 25 or fewer occupants. Such water facilities shall be free of charge and accessible to the public.
- i. Goose neck faucets on a lavatory or a hose bib located within a restroom may be substituted for the required utility sink in B, M, and S occupancies with 25 or fewer occupants. Hose bibs shall comply with Section 608.15.4.2 of the International Plumbing Code.
- j. Family or assisted-use toilet and bath fixtures restrooms shall consist of a minimum a 117.1-2009 compliant toilet, lavatory sink, urinal and baby changing table with accommodating accessible clearances per a 117.1-2009.

## **Chapter 6 Water Supply and Distribution**

**Section 603 Water Service** is amended by amending **Subsection 603.2 Separation of Water Service and Building Sewer** by adding a new **Sub-subsection 603.2.1 Burial Depth** to read as follows:

**603.2.1 Burial Depth.** The water service pipe shall be buried a minimum of 12”inches below finish grade and be covered with clean backfill free of sharp rocks.

**Section 606 Installation of the Building Water Distribution System, Subsection 606.1 Location of full-open valves** is amended to delete installation location number 2.

**Section 608 Protection of Potable Water Supply, Subsection 608.15 Protection of Potable Water Outlets, Sub-subsection 608.15.4.2 Hose connections** is amended to add a new sentence at the end of the paragraph to read as follows:

**608.15.4.2** Sillcocks, hose bibbs, wall hydrants and other openings with a hose connection shall be protected by an atmospheric-type or pressure-type vacuum

breaker or a permanently attached hose connection vacuum breaker. Yard hydrants connected to the potable water system shall be “sanitary yard hydrants”.

**Exceptions:**

1. This section shall not apply to water heater and boiler drain valves that are provided with hose connection threads and that are intended only for tank or vessel draining.
2. This section shall not apply to water supply valves intended for connection of clothes washing machines where backflow prevention is otherwise provided or is integral with the machine.

V. The Town of Dewey-Humboldt, Arizona Code of Ordinances, Title XV Land Usage, Chapter 150 Building Codes, Subchapter Codes Adopted, § 150.05 Mechanical Code, as Amended is hereby repealed in its entirety and new § 150.05 Mechanical Code is adopted to read as follows:

**§ 150.05 Mechanical Code**

(A) That certain code entitled “International Mechanical Code, 2012 Edition”, published by the International Code Council, together with Appendix A is hereby adopted as the Mechanical Code of the Town of Dewey-Humboldt and made part of this chapter, the same as though said code and appendix were specifically set forth in full herein, except as amended in Subsection 150.05(B) below.

(B) Amendments:

The International Mechanical Code is amended as follows:

**Chapter 1 Scope and Administration**

**Section 101 General, Subsection 101.1** Title is amended to read as follows:

**101 Title.** These regulations shall be known as the Mechanical Code of the Town of Dewey-Humboldt, hereinafter referred to as “this code.”

**Sections 102 through 110** are deleted in their entirety. The requirements of the Town of Dewey-Humboldt Administrative Code, as adopted in § 150.01 shall apply.

**Chapter 2 Definitions**

**Section 201 General, Subsection 201.4 Terms not defined** is amended to add a second sentence to read as follows:

**201.4 Terms not defined.** Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies. Webster's Third New International Dictionary of the English Language, Unabridged shall be considered as providing ordinarily accepted meanings.

**Section 202 General Definitions** is amended by amending the definition of "Code Official" to read as follows:

**CODE OFFICIAL.** The officer or other designated authority charged with the administration and enforcement of this code, or a duly authorized representative. The Code Official shall be the Building Official as defined in the Building Code of Dewey-Humboldt.

### **Chapter 3 General Regulations**

**Section 301.2 Energy utilization** is deleted in its entirety.

**Section 303 Equipment and Appliance Location, Subsection 303.1 General** is amended to read as follows:

**303.1 General.** Appliance shall not be located in a hazardous location unless listed and approved for the specific installation

**Section 304 Installation, Subsection 304.3 Elevation of ignition source** is amended to add an exception thereto, to read as follows:

**Exception:** Clothes dryers installed in private garages.

### **Chapter 9 Specific Appliances, Fireplaces and Solid Fuel- Burning Equipment**

**Section 903, Factory built fireplaces, Subsection 903.1 General** is amended to add a new second sentence to read as follows:

**903.1 General.** Factory-built fireplaces shall be listed and labeled and shall be installed in accordance with the conditions of the listing. Factory-built fireplaces shall be tested in accordance with UL 127. All factory-built fireplaces shall comply with 40CFR60 subpart AAA, Revised July 1, 2002.

**Section 904 Pellet fuel-burning appliances, Subsection 904.1 General** is amended to add a new second sentence to read as follows:

**904.1 General.** Pellet fuel-burning appliances shall be listed and labeled in accordance with ASTM E 1509 and shall be installed in accordance with the terms of the listing. All factory-built fireplaces shall comply with 40CFR60 Subpart AAA, Revised July 1, 2002.

**Section 905 Fireplace stoves and room heaters, Subsection 905.1 General**” is amended to add a new fourth sentence to read as follows:

**905.1 General.** Fireplace stoves and solid-fuel-type room heaters shall be listed and labeled and shall be installed in accordance with the conditions of the listing. Fireplace stoves shall be tested in accordance with UL 737. Solid-fuel-type room heaters shall be tested in accordance with UL 1482. Fireplace inserts intended for installation in fireplaces shall be listed and labeled in accordance with the requirements of UL 1482 and shall be installed in accordance with the manufacturer’s installation instructions. All factory-built fireplaces shall comply with 40CFR60 subpart AAA, Revised July 1, 2002.

VI. The Town of Dewey-Humboldt, Arizona Code of Ordinances, Title XV Land Usage, Chapter 150 Building Codes, Subchapter Codes Adopted, § 150.06 Electrical Code, as Amended is hereby repealed in its entirety and new § 150.06 Electrical Code is adopted to read as follows:

### **§ 150.06 Electrical Code**

**(A)** That certain code entitled “ICC Electrical Code, Administrative Provisions, 2006 Edition, as published by the International Code Council and National Electrical Code, 2011 Edition, published by the National Fire Protection Association, three copies or one copy and one electronic copy of which are filed and maintained in the office of the Town Clerk, and as amended in Subsections 150.06(B) and (C), are hereby adopted as the Electrical Code of the Town of Dewey-Humboldt for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of electrical systems as herein provided; providing for the issuance of permits and collection of fees therefor. Said codes are made part of this chapter, the same as though they were specifically set forth in full herein.

### **(B) Amendments to the ICC Electrical Code:**

The ICC Electrical Code, 2006 Edition is amended as follows:

### **Chapter 1 Scope**

**Section 101 General, Subsection 101.1 Title** is amended to read as follows:

**101.1 Title.** These regulations together with the National Electrical Code and Amendments thereto shall be known as the Electrical Code of the Town of Dewey-Humboldt, hereinafter referred to as “this code.”

### **Chapter 2 Definitions**

**Section 201 General, Subsection 201.4 Terms not defined** is amended to read as follows:

**201.4 Terms not defined.** Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies. “Webster’s Third New International Dictionary of the English Language, Unabridged shall be considered as providing ordinarily accepted meanings”.

- (C) **Amendments to The National Electric Code, 2011 Edition**  
The National Electric Code, 2011 Edition is amended as follows:

**Article 90 Introduction, Subsection 90.1 Purpose, Subparagraph (A), Practical Safeguarding** is amended by adding the following text, to read as follows:

**90.1 Purpose**

**(A) Safeguarding.** The purpose of this Code is the practical safeguarding of persons and property from hazards arising from the use of electricity. Any and all electrical work for light, heat, power or any other purpose shall be installed in conformity with the rules and regulations as set forth in the National Electrical Code, 2011 edition as amended herein, and in conformity with the rules and regulations set forth by the Building Official.

**Chapter 1 General**

**Article 100 Definitions, Subsection Scope** is amended to add the following text to the end of the first paragraph to read as follows:

**Scope.**

\* \* \*

Where terms are not defined through the methods authorized by this section such terms shall have ordinarily accepted meanings such as the context implies. Webster’s Third New International dictionary of the English Language, Unabridged, shall be considered as providing ordinarily accepted meanings and terms shall have their ordinarily accepted meanings within the context with which they are used.

\* \* \*

**Article 110 Requirements for Electrical Installations, Part 1 General, Subsection 110.8, Wiring Methods,** is deleted in its entirety and replaced by the following:

**110.8 Wiring Methods**

(A) New Construction. Only wiring methods recognized as suitable are included in this National Electrical Code. The recognized methods of wiring shall be permitted to be installed in any type of building or occupancy, except as otherwise provided in this

National Electrical Code.

(B) Existing or Relocated Building and Structures.

(1) The provisions contained in this Article shall apply to all existing or relocated buildings if the wiring methods in such buildings are deemed to be inadequate or unsafe by the Building Official. If the existing wiring methods are deemed to be adequate or unsafe, then application of this National Electrical Code to existing or relocated buildings shall apply.

(2) All relocated buildings or structures shall have service equipment which conforms to the provisions of **Article 230 Services** of this Code.

(3) Additions to or alterations in existing wiring must first be approved by the Building Official.

(4) Each room in a relocated dwelling shall be provided with not less than two equally-spaced convenience outlets. Receptacles which are a part of a fixture or switch outlet shall not be counted as convenience outlets.

**Article 210 Branch Circuits, Section 210.8 Ground-fault Circuit-Interrupter Protection for Personnel; Dwelling Units** is amended as follows:

1. The title is amended to read as follows:

**Ground-fault Circuit-Interrupter Protection for Personnel; All Occupancies.**

2. New Subsection (A)(9) to read as follows:

(9) Within 6 feet of any sink or wash basin.

3. Subsections (B), (B)(1), and (B)(2) and the exception thereto are deleted.

**Article 230 Services** is amended to add a new **Subsection 230.63** to read as follows:

**230.63 Location.** All service equipment rated 1000 amperes or more located inside a building shall be enclosed within a room or space separated from the rest of the building by not less than a one-hour fire-resistive fire barrier walls or horizontal assemblies or both.

**Article 250 Grounding and Bonding, Subsections 250. 118 Types of Equipment Grounding, Sub-subsections (4) through (8)** are amended to read as follows:

4. Electrical metallic tubing with an individual equipment-grounding conductor.

5. Flexible metal conduit, with an individual equipment-grounding conductor, where both the conduit and fittings are listed for grounding.
6. Listed flexible metal conduit that is not listed for grounding, with individual equipment grounding conductor, and meeting all the following conditions. (a., b., c. and d. to remain the same.)
7. Flexible metallic tubing with individual equipment grounding conductor and meeting all the following conditions. (A. and B, to remain the same.)
8. Armor of type AC cable with an individual equipment-grounding conductor and as provided in Section 333-21.

## **Chapter 4 Equipment for General Use**

### **Article 408 Switchboards and Panel boards, Part III, Panel boards, Subsection 408.30**

**General**, is amended to add a new paragraph to the end, to read as follows:

Each separate commercial unit in a shopping center or building, each separate unit in an apartment building, and any separate store, apartment, or dwelling shall have separate lighting and /or power distribution panels. Such panels shall not serve other units of the building. Hotels, motels, hotel apartments and similar types of buildings may be wired from one or more distribution panels.

VII. The Town of Dewey-Humboldt, Arizona Code of Ordinances, Title XV Land Usage, Chapter 150 Building Codes, Subchapter Codes Adopted, § 150.07 Fuel Gas Code, as Amended is hereby repealed in its entirety and new § 150.07 Fuel Gas Code is adopted to read as follows:

#### **§ 150.07 Fuel Gas Code**

(A) That certain code entitled “International Fuel Gas Code, 2012 Edition,” together with Appendices A, B, and C thereto, published by the International Code Council, is hereby adopted as the Fuel Gas Code of the Town of Dewey-Humboldt for regulating and governing fuel gas systems and gas-fired appliances in the town, and made a part of this chapter, the same as though said code with named appendices were specifically set forth in full herein, except as the same is amended as set forth in Subsection 150.07(B), below. At least three copies or one copy and one electronic copy of said code and appendices shall be filed in the office of the town clerk and kept available for use and inspection.

(B) Amendments.

The International Fuel Gas Code, 2012 Edition is amended as follows:

## Chapter 1 Scope and Administration

**Section 101 (IFGC) General, Subsection 101.1 Title** is amended to read as follows:

**101.1 Title.** These regulations shall be known as Fuel Gas Code of the Town of Dewey-Humboldt, hereinafter referred to as “this code.”

**Section 102 through 110** are deleted in their entirety and replaced with the requirements of the Dewey-Humboldt Administrative Code, as adopted, and as may be amended from time to time.

## Chapter 2 Definitions

**Section 201 (IFGC) General, Subsection 201.4 Terms not defined** is amended to read as follows:

**201.1 Terms not defined.** Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted as meaning such as the context implies. Webster’s Third New International Dictionary of the English Language, Unabridged, shall be considered as providing ordinarily accepted meanings.

**Section 202 General Definitions** is amended by amending the definitions of “Approved”, “Approved Agency”, and “Occupancy” and to add a definition of “Code Official” to read as follows:

**APPROVED.** Acceptable to the building official based upon investigation and tests conducted by the building official, or by reason of accepted principles of tests by recognized authorities, technical or scientific organization.

**APPROVED AGENCY.** An established and recognized agency that is regularly engaged in conducting tests or furnishing inspection services and approved by the Building Official.

**CODE OFFICIAL.** The Building Official as defined in the International Building Code.

**OCCUPANCY.** The purpose for which a building, or part thereof, is used or intended to be used.

## Chapter 3 General Regulations

**Section 303 (IFGC) Appliance Locations, Subsection 303.1 General** is amended to add a sentence, to read as follows:

**303.1 General.** Appliances shall be located as required by this section, specific requirements elsewhere in this code and the conditions of the equipment and appliance

listing. Appliances shall not be located in a hazardous location, unless listed and approved for the specific installation.

**Section 310 (IFGS) Electrical Bonding, Subsection 310.1 Pipe and Tubing other than CSST** is amended to add a new sentence to read as follows:

**310.1 Pipe and Tubing other than CSST.** Each above-ground portion of a gas piping system other than corrugated stainless steel tubing (CSST) that is likely to become energized shall be electrically continuous and bonded to an effective ground-fault current path. Gas piping other than CSST shall be considered to be bonded where it is connected to appliances that are connected to the equipment grounding conductor of the circuit supplying that appliance. Underground ferrous gas piping shall be electrically isolated from the rest of the gas system with listed or approved isolation fittings installed a minimum of six (6) inches above grade.

## **Chapter 4 Gas Piping Installation**

**Section 404 (IFGS) Piping System Installation, Subsections 404.5 Piping in concealed locations and 404.12 Minimum Burial Depth** are amended to read as follows:

**404.5 Piping in concealed locations.** Flexible gas piping shall not be used in exterior walls.

**404.12 Minimum Burial Depth.** Underground piping systems shall be installed a minimum depth of 18 inches below grade except as provided for in **Section 404.12.1**.

**Section 406 (IFGS) Inspection, Testing and Purging, Subsection 406.4.1 Test Pressure** is deleted in its entirety and replaced with the following:

**406.4.1 Test Pressure.** The test pressure to be used shall be no less than 1 ½ times the proposed maximum working pressure, but not less than 10 psig, irrespective of design pressure. Where the test pressure exceeds 125 psig, the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.

**Section 409 (IFGS) Shutoff Valves, Subsection 409.1 General, Sub-subsection 409.1.3 Access to Shutoff Valves** is amended to read as follows:

**409.1.3 Access to shutoff valves.** Shutoff valves shall be located in places so as to provide access for operation and shall be installed so as to be protected from damage. All buildings shall be provided with a shutoff valve located at the point of entrance to the building on the downstream side of the gas meter or supply source. Multiple buildings on the same system shall have a separate shutoff valve for each building.

## **Chapter 6 Specific Appliances**

**Section 602 (IFGC) Decorative Appliances for Installation in Fireplaces** is hereby amended by adding **Subsection 602.4 Gas Logs** to read as follows:

**602.4 Gas Logs.** Approved gas logs installed in solid-fuel-burning fireplaces shall comply with the following:

1. The gas log shall be installed in accordance with the manufacturer's installation Instructions.
2. If the fireplace is equipped with a damper, it shall be permanently blocked open to a sufficient amount to prevent spillage of combustion products into the room.
3. The minimum flue passageway shall not be less than 1 square inch per 2,000 Btu/h input.
4. Gas logs, when equipped with a pilot shall have a listed safety shutoff valve.

## **Chapter 7 Gaseous Hydrogen Systems**

All Interpretation and Enforcement of **Chapter 7** shall be delegated to the Central Yavapai Fire District.

VIII. The Town of Dewey-Humboldt, Arizona Code of Ordinances, Title XV Land Usage, Chapter 150 Building Codes, Subchapter Codes Adopted, § 150.08 Property Maintenance Code, as Amended is hereby repealed in its entirety and new § 150.08 Property Maintenance Code is adopted to read as follows:

### **§ 150.08 Property Maintenance Code.**

(A) That certain code entitled "International Property Maintenance Code, 2012 Edition", as published by the International Code Council is hereby adopted as the Property Maintenance Code of the Town of Dewey-Humboldt for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures in the town, and made a part of this chapter, the same as though said code with was specifically set forth in full herein, except as the same is amended as set forth in Subsection 150.08(B), below. At least three copies or one copy and one electronic copy of said code shall be filed in the office of the town clerk and kept available for use and inspection.

(B) Amendments.

The International Property Maintenance Code, 2012 Edition, is amended as follows:

## **Chapter 1 Scope and Administration**

**Part 1 Scope and Application, Section 101 General, Subsection 101.1 Title** is amended to read as follows:

**101.1 Title.** These regulations shall be known as the Property Maintenance Code of the Town of Dewey-Humboldt, hereinafter referred to as “this code.

**Section 102 Applicability, Subsection 102.3 Application of Other Codes** is amended to read as follows:

**Section 102.3 Application of Other Codes.** Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the International Building Code, International Energy Conservation Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Residential Code, International Plumbing Code and NFPA 70. Nothing in this code shall be construed to cancel, modify or set aside any provision of the International Zoning Code or International Residential Code.

**Section 103 Department of Property Maintenance Inspection** is deleted in its entirety.

**Section 106 Violations** is deleted in its entirety and replaced with the following:

**106 Violations.** The requirements of the Town of Dewey-Humboldt Administrative Code, as adopted in § 150.01 shall apply.

**Section 111 Means of Appeal** is deleted in its entirety and replaced with the following:

**111 Means of Appeal.** The requirements of the Town of Dewey-Humboldt Administrative Code, as adopted in § 150.01 shall apply.

## **Chapter 2 Definitions**

**Section 201 General, Subsection 201.3 Terms not defined in other codes and Section 201.4 Terms not defined** are amended to read as follows:

**Section 201.3 Terms not defined in other codes.** Where terms are not defined in this code and are defined in the International Conservation code, the international building code, international residential code, international fuel gas code, international mechanical code, or international plumbing code such term shall have the meanings ascribed to them in those codes.

**Section 201.4 Terms not defined.** Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted as meaning such as the context implies. Webster’s Third New International Dictionary of the English Language, Unabridged, shall be considered as providing ordinarily accepted meanings.

**Section 202 General Definitions** is amended by amending the definitions of “Approved”, “Approved Agency”, “Occupancy”, and “Rubbish” to read as follows:

**APPROVED.** Approval by the Building Official based on investigation and tests conducted by the Building Official, or by reason of accepted principles of tests by recognized authorities, technical or scientific organization.

**APPROVED AGENCY.** An established and recognized agency regularly engaged in conducting tests or furnishing inspection services that has been approved by the Building Official.

**OCCUPANCY.** The purpose for which a building, or part thereof, is used or intended to be used.

**RUBBISH.** Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials. For the purposes of this Property Maintenance Code, without expanding the definition above, the term “rubbish” encompasses any reference in A.R.S. § 9-499 to trash, debris, or accumulation of filth.

### **Chapter 3 General Requirements**

**Section 302 Exterior Property Areas** is amended as follows:

**Subsection 302.3 Sidewalks and Driveways** is amended to insert an Exception to read as follows:

**Exception:** Single Family Residential.

**Subsection 302.4 Weeds** is deleted in its entirety.

**Subsection 302.5 Rodent harborage** is deleted in its entirety.

**Subsection 302.8 Motor Vehicles** is deleted in its entirety.

**Section 303 Swimming pools, spas and hot tubs** is deleted in its entirety.

**Section 304 Exterior Structure** is amended as follows:

**Subsection 304.2 Protective treatment** is deleted in its entirety.

**Subsection 304.7 Roofs and drainage** is amended to delete the words “free from

obstruction.”

**Subsection 304.9 Overhang extensions** is amended to delete the second sentence in its entirety starting with the words “When required”.

**Subsection 304.13 Window, skylight and door frames** is deleted in its entirety.

**Subsection 304.14 Insect screens** is deleted in its entirety.

**Subsection 304.15 Doors** is deleted in its entirety.

**Subsection 304.16 Basement Hatchways** is deleted in its entirety.

**Subsection 304.17 Guards for Basement Windows** is deleted in its entirety.

**Subsection 304.18 Building Security** is deleted in its entirety.

**Section 305 Interior Structure** is amended as follows:

**Subsection 305.3 Interior Surfaces** is deleted in its entirety.

**Subsection 305.6 Interior Doors** is amended by deleted in its entirety.

**Section 307 Handrails and guardrails, Subsection 307.1 Accumulation of rubbish or garbage** is deleted in its entirety and replaced by the following:

**307.1 Accumulation of rubbish or garbage.** All exterior property, premises, buildings, grounds, lots, contiguous sidewalks, streets, and alleys shall be free from an accumulation of rubbish or garbage that: (1) constitute a hazard to public health and safety; or (2) are large than three feet in diameter.

**Section 308 Rubbish and Garbage, Subsection 308.4 Dumping** is added to read as follows:

**308.4 Dumping.** Any person, firm or corporation that places any rubbish or garbage upon any private or public property not owned or under the control of that person, firm or corporation is guilty of a class 1 misdemeanor or a civil violation, or both; and in addition to any fine or penalty which may be imposed for a violation of any provision of this section, is liable for all costs which may be assessed pursuant to this section for removing, abating or enjoining the rubbish or garbage.

**Section 309 Pest Elimination** is deleted in its entirety.

**Chapter 4 Light Ventilation and Occupancy Limitations** is deleted in its entirety.

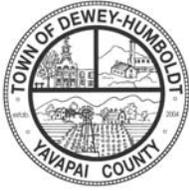
**Chapter 6 Mechanical and Electrical Requirements**

**Section 604 Electrical Facilities, Subsection 604.2 Service** is amended to delete ICC electrical Codes and replace with National Electrical Code 2011, Edition to read as follows:

**604.2 Service.** The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with NFPA 70. Dwelling units shall be served by a three-wire, 120/240 volt, single-phase electrical service having a minimum rating of 60 amperes.

**IX.** The Town of Dewey-Humboldt, Arizona Code of Ordinances, Title XV Land Usage, Chapter 150 Building Codes, Subchapter Codes Adopted, § 150.11 Effective Date is hereby repealed in its entirety and the section number is reserved for future use.

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**TOWN OF DEWEY-HUMBOLDT**  
**P.O. BOX 69**  
**HUMBOLDT, AZ 86329**  
**Phone 928-632-7362 ▪ Fax 928-632-7365**

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**TOWN COUNCIL REGULAR MEETING**

**January 5, 2016, 6:30 p.m. Town Council Meeting Chambers**

**Agenda Item: # 9.3. Enterprise Technical Support Services Agreement renewal for Fiscal Year 2017 (July 1, 2016 to June 30, 2017).**

**To: Mayor and Town Council Members**

**From: Deni Thompson, Finance Supervisor; Yvonne Kimball, Town Manager**

**Date submitted: December 22, 2015**

**Recommendation: Renew for the last year provided by the contract at the requested hourly rate of \$95.**

**Summary:** Four-D, LLC has been our IT contractor since 2009. In 2013, upon expiration of the 2009 contract, the Town went through a RFP/Q process for IT services. Subsequently in June 2013, Town Council entered into a service agreement with Four-D, LLC once again for Technical Support Services (IT Services).

Section 1.5 Contract Term, Renewal states:

*"The contract commences upon execution of the contract and shall be effective for a one-year period, with the option to renew for up to three additional one-year terms upon mutual agreement of the Town Manager and Contractor, if the prices remain unchanged. The Council must approve renewal in all other cases. Any renewal shall be in writing and shall expressly state the prices for the services during the renewal term."*

At the time of the execution of the agreement, rates for the first three years were determined. They were as follows:

For Fiscal Years July 1, 2011 through June 30, 2014; the rate shall be \$75.00/hour.

For Fiscal Years July 1, 2014 through June 30, 2016; the rate shall be \$85.00/hour.

According to agreement, the hourly rate for the services performed in the fourth year, which starts July 1, 2016 ends June 30, 2017 was not specified and "shall be determined and agreed upon by February 1, 2016". Recently Four-D notified the Town that the rate would be \$95/hour, should we decide to renew the contract. It would require Council's approval.

Town Staff values the relationship with Four-D LLC. Four-D's service has proven to be professional and reliable. Staff recommends Council approve the renewal for FY 17 (July 1 2016 – June 30, 2017) at \$95/hour and estimated at 192 service-hours, annually. Four D advise that the fee is consistent with their other municipal clients. Should Council decides not to renew, staff would have to begin the solicitation process immediately.

Four-D staff has expressed willingness to renew the contract at the \$95/ hour term for two - years instead of one-year that was specified in the 2013 agreement.

TOWN OF DEWEY-HUMBOLDT  
AGREEMENT FOR ENTERPRISE TECHNICAL SUPPORT SERVICES

THIS Agreement is entered into as of this 1<sup>st</sup> day of July, 2013, by and between the Town of Dewey-Humboldt, Arizona, an Arizona municipal corporation (the "Town"), and Four D, an Arizona L.L.C. (the "Contractor").

FOR THE PURPOSE of providing enterprise technical support services for the Town of Dewey-Humboldt, Arizona, the Town and Contractor do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of Contractor. In consideration of the mutual promises contained in this Agreement, Town engages Contractor to render services set forth herein, in accordance with all the terms and conditions contained in this Agreement.

1.2 Scope of Services. Contractor shall do, perform and carry out in a satisfactory and proper manner, as determined by Town, the services set forth in this Agreement, including all exhibits ("Services"). The specific scope of work is set forth in Exhibit A.

1.3 Responsibility of Contractor.

1.3.1 Contractor shall tour the Services site and become familiar with existing equipment, software, and hardware prior to commencing the Services and notify Town of any constraints associated with the Services site and/or facilities.

1.3.2 Contractor shall procure and maintain during the course of this Agreement insurance coverage required by Paragraph 4 of this Agreement.

1.3.3 Contractor shall designate Peter deBlanc as Contractor Representative and all communications shall be directed to him. Key Contractor Personnel are set forth in Exhibit B, attached hereto and made a part hereof. "Key Personnel" includes those employees (managers, principals, and technical experts) who have significant responsibilities regarding the Services and Contract. Prior to changing the Contractor Representative or Key Personnel, Contractor shall first obtain the approval of Town, which will not unreasonably be withheld.

1.3.4 Contractor's subcontracts are also set forth in Exhibit B. Any modification to the list of Subcontractors on Exhibit B, either by adding, deleting or changing subcontractors, shall require the written consent of Town.

1.3.5 Contractor shall obtain its own legal, insurance and financial advice regarding Contractor's legal, insurance and financial obligations under this Agreement.

1.3.6 Contractor shall coordinate its activities with Town's representative and submit its reports to Town's representative.

1.3.7 Contractor shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, and transportation, and other facilities and services necessary for the proper execution and completion of the Services. Contractor shall provide, pay for and insure for all equipment necessary for the Services.

1.3.8 Contractor shall obtain and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services. Contractor shall pay all applicable taxes. Contractor shall give all

notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services.

1.4 Responsibility of Town.

1.4.1 Town shall cooperate with the Contractor by placing at its disposal all available information concerning the Services.

1.4.2 Town designates Deni Thompson as its Town Representative. All communications to Town shall be through its Town Representative.

1.5 Contract Term; Renewal.

Contract Term; Renewal. The Contract commences upon execution of the Contract and shall be effective for a one-year period, with the option to renew for up to three (3) additional one-year terms upon mutual agreement of the Town Manager and Contractor if the prices remain unchanged. The Town Council must approve renewal in all other cases. Any renewal shall be in writing and shall expressly state the prices for the services during the renewal term.

1.6 Schedule of Services. The Schedule of Services is set forth in Exhibit C.

2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. Compensation shall be on a "services provided" basis as set forth in in the Fee Schedule, Exhibit D, attached hereto and incorporated herein and shall not exceed \$ 70,560 for the Contract term. *(7/1/2013 - 6/30/2016) SEE ATTACHMENT A*

2.2 Method of Payment. Payment shall be made monthly, within 15 days of receipt by Town of an invoice from Contractor, as set forth in this Section and in Exhibit D.

2.3 Monthly Statement. Contractor shall include with each monthly invoice, a statement listing the work done by specific task, including all services completed for which payment is requested.

2.4 Invoices. Contractor shall prepare monthly invoices and reports of services provided which clearly indicate the hours and services provided and the amount of compensation due by virtue thereof. All invoices shall be for services completed. Town reserves the right to deduct up to ten percent (10%) from the invoiced amount for any invoice submitted more than sixty (60) days after the Services are completed.

2.5 The Contractor shall provide to Dewey-Humboldt its completed W-9 Form prior to receipt of any Compensation.

2.6 Taxes. Contractor is responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or services generally taxable to the Contractor are eligible for a tax exemption, credit or deduction due to the nature of the item, at Contractor's request, Town will assist Contractor in applying for and obtaining the same.

3. CHANGES TO THE SCOPE OF SERVICES

3.1 Change Orders. Town may, at any time, and by written change order, make changes in the services to be performed under this Agreement. A form of change order is attached hereto as Exhibit E. If such changes cause an increase or decrease in Contractor's cost or time required for performance of any services under this Agreement, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of Contractor for adjustment under this clause must be submitted in writing within thirty (30) days from the date of receipt by Contractor of the notification of change. It is distinctly understood and agreed by the parties that no claim for extra services provided or

materials furnished by Contractor will be allowed by Town except as provided herein; nor shall Contractor provide any services or furnish any materials not covered by this Agreement unless Town first approves in writing.

#### 4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

4.1 General. Contractor agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town. Failure to maintain insurance as specified may result in termination of this Agreement at Town's option.

4.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town does not represent that coverage and limits will be adequate to protect Contractor. Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

4.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by Town, unless specified otherwise in this Agreement.

4.5 Primary Insurance. Contractor's insurance shall be primary insurance as respects performance of subject contract and in the protection of Town as an Additional Insured.

4.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

4.7 Waiver. All policies, including Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against Dewey-Humboldt, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.8 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage, which contain deductibles or self insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the policy limits provided to Town. Contractor shall be solely responsible for any such deductible or self insured retention amount. Town, at its option, may require Contractor to secure payment of such deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.9 Use of Subcontractors. If any Services under this Agreement are subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town and Contractor. Contractor shall be

responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

4.10 Evidence of Insurance. Prior to commencing any Services under this Agreement, Contractor shall furnish Town with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Contractor's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance and reliance by Town on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to Town Accountant Risk Manager. If any of the above cited policies expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

4.10.1 Town, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

- a. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.
- b. ~~Auto Liability-Under ISO Form CA 20 48 or equivalent.~~
- c. Excess Liability-Follow Form to underlying insurance.

4.10.2 Contractor's insurance shall be primary insurance as respects performance of this Agreement.

4.10.3 All policies, including Workers' Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, directors, officials and employees for any claims arising out of Services performed by Contractor under this Agreement.

4.10.4 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.11 Required Coverage:

4.11.1 Commercial General Liability: Contractor shall maintain "occurrence" from Commercial Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you". If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.2 Professional Liability: Contractor shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by Contractor, or anyone employed by Contractor, or anyone for whose acts, mistakes, errors and omissions Contractor is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claims and \$2,000,000 all claims. Professional Liability coverage specifically shall contain contractual liability insurance covering the contractual obligations of this Agreement. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the Services, and Contractor shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

~~4.11.3 Vehicle Liability: Contractor shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc., coverage code "1" any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.~~

## 5. INDEMNIFICATION

5.1 To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless Town, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused by the Contractor, its agents, employees or any tier of Contractor's subcontractors related to the Services in the performance of this Agreement. Contractor's duty to defend, hold harmless and indemnify Town, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by Contractor's acts, errors, mistakes, omissions, Services in the performance of this Agreement including any employee of the Contractor, any tier of Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, Services the Contractor may be legally liable including Town. Such indemnity does not extend to Town's negligence.

5.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

## 6. TERMINATION OF THIS AGREEMENT

6.1 Termination. Town may, by written notice to the Contractor, terminate this Agreement in whole or in part with seven (7) days notice, either for Town's convenience or because of the failure of Contractor to fulfill his contract obligations. Upon receipt of such notice, Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to Town copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by the Contractor in the event of substantial failure by Town to fulfill its obligations.

6.2 Payment to Contractor Upon Termination. If the Agreement is terminated, Town shall pay the Contractor for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

## 7. ASSURANCES

7.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by Contractor for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Agreement and any Regulations relative to nondiscrimination on the grounds of race, color or national origin.

7.2 Examination of Records. Contractor agrees that duly authorized representatives of Town shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of Contractor involving transactions related to this Agreement.

7.3 Ownership of Document and Other Data. Original documents and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of Town unless otherwise agreed to by both parties. Town may use such documents for other purposes without further compensation to Contractor; however, any reuse without written verification or adaptation by Contractor for the specific purpose intended will be at Town's sole risk and without liability or legal exposure to Contractor. Any verification or adaptation of the documents by Contractor for other purposes than contemplated herein will entitle Contractor to further compensation as agreed upon between the parties.

7.4 Litigation. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.

7.5 Independent Contractor. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that Contractor will be an independent contractor and not Town's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code, the Immigration and Naturalization Act, Arizona revenue and taxation laws, Arizona Workers' Compensation Law, and Arizona Unemployment Insurance Law. Contractor agrees that it is a separate and independent enterprise from Town, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between Contractor and Town, and Town will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. [FOR SOLE PROPRIETORS ONLY: Contractor shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits attached hereto and incorporated by reference.]

7.6 Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the Contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the

second violation, and \$1,000 per day for the third violation. Town at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Town retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

7.7 Sudan and Iran. Contractor warrants that it does not have scrutinized business operations in Sudan or Iran, as prohibited by A.R.S. §§ 35-391.06 and 35-393.06, and further acknowledges that any subcontractor who is contracted by Contractor to perform work pursuant to the Contract shall warrant that they do not have scrutinized business operations in Sudan or Iran.

7.8 Exclusive Use of Services - Confidentiality. The services agreed to be provided by Contractor within this Agreement are for the exclusive use of Town and Contractor shall not engage in conflict of interest nor appropriate Town work product or information for the benefit of any third parties without Town consent.

7.9 Sole Agreement. There are no understandings or agreements except as herein expressly stated.

7.10 Notices. Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

DEWEY-HUMBOLDT:

CONTRACTOR:

Town Manager  
Town of Dewey-Humboldt  
P.O. Box 69  
Humboldt, Arizona 86329

The address may be changed from time to time by either party by serving notices as provided above.

7.11 Controlling Law. This Agreement is to be governed by the laws of the State of Arizona.

## 8. SUSPENSION OF WORK

8.1 Order to Suspend. Town may order the Contractor, in writing, to suspend all or any part of the Services for such period of time as it may determine to be appropriate for the convenience of Town.

## 9. INTERESTS AND BENEFITS

9.1 Interest of Contractor. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

9.2 Interest of Town Members and Others. No officer, member or employee of Town and no member of its governing body who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.

9.3 Notice Regarding A.R.S. § 38-511. This Contract is subject to cancellation under Section 38-511, Arizona Revised Statutes.

10. ASSIGNABILITY

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of Town thereto.

IN WITNESS WHEREOF, Town and Contractor have executed this Agreement as of the date first written.

TOWN OF DEWEY-HUMBOLDT

By: Terry Nolan  
Terry Nolan, Mayor

ATTEST:

By: Judy Morgan  
Judy Morgan, Town Clerk

APPROVED AS TO FORM

By: Susan Goodwin  
Curtis, Goodwin, Sullivan,  
Udall & Schwab, P.L.C., Town Attorneys  
By: Susan Goodwin

CONTRACTOR

By: Ida Meridith Blue  
Its: Partner, Fair D.L.C.

**ATTACHMENT A - PAGE 14 OF 25**  
**AGREEMENT FOR ENTERPRISE TECHNICAL SUPPORT SERVICES**

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>	
Support	192	\$ 75.00	\$ 14,400.00	July 1, 2013 - June 30, 2014
Projects Support	96	\$ 75.00	\$ 7,200.00	July 1, 2013 - June 30, 2014
			\$ 21,600.00	July 1, 2013 - June 30, 2014

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>	
Support	192	\$ 85.00	\$ 16,320.00	July 1, 2014 - June 30, 2015
Projects Support	96	\$ 85.00	\$ 8,160.00	July 1, 2014 - June 30, 2015
			\$ 24,480.00	July 1, 2014 - June 30, 2015

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>	
Support	192	\$ 85.00	\$ 16,320.00	July 1, 2015 - June 30, 2016
Projects Support	96	\$ 85.00	\$ 8,160.00	July 1, 2015 - June 30, 2016
			\$ 24,480.00	July 1, 2015 - June 30, 2016

\$ 70,560.00

All work will be performed on a fee for service basis to ensure the Town is only paying for services they actually utilize per Exhibit D: Schedule of Fees and Payment Schedule submitted by Four-D LLC dated April 10, 2013.

# MASTER

## Exhibit A: Scope of Work

Four-D, LLC will provide Enterprise Technical Support services for the following areas:

*Establish guidelines and programs for effective information technology management.*

Effective Information Technology Management requires an approach that encompasses People, Process, and Technology. This can be further delineated into user-based guidelines and programs for technology system users, and operational guidelines and programs for the technology systems operators and administrators.

Four-D, LLC has staff that specializes in establishing organization-wide processes and protocols related to user-based functions such as file management, file naming, file storage, shared calendar, security and workplace habits, and effective communication. We can analyze your current business practices and, if needed, develop standards and guidelines coupled with user education programs designed to effectively implement any changes required to achieve the desired outcome. Our education programs range from basic written documentation to live one-on-one or trainer-to-group web-based sessions, to in-person on-site training.

For systems operators and administrators, Four-D, LLC adheres to industry standard methodologies, such as the Microsoft Operations Framework 4.0 (MOF4) (<http://technet.microsoft.com/en-us/library/cc506049.aspx>). MOF4 parameters will need to be adjusted based on the size of the organization and criticality of the systems being managed. At minimum, all current system configurations and network architecture should be documented, a basic operations manual created, and a change management process instituted to ensure high system availability and data security. These basics, coupled with a field-tested disaster recovery plan will handle the majority of reliability issues

## MASTER

*Provide data processing services required by the Town*

Page 2 of the RFP outlines the essential goal of the RFP process as the following:

- Enterprise server support
- Remote connection
- Desktop management
- Software management
- Training
- Data security and backup
- Robust telecommunications

Additionally, page 1 of the RFP "Work Summary" paragraph mentions all seven items above plus the additional category of *IT Security*.

As we are the current contracted provider for the Town of Enterprise Technical Support, we can accurately summarize the existing technical infrastructure as primarily a Microsoft based organization utilizing Microsoft Windows Server, Microsoft Windows based desktops, Microsoft Office Suite software and several other specialized applications common to many municipalities. Four-D, LLC has a Microsoft Certified Systems Engineer on staff and we are qualified to handle all your IT infrastructure needs. Peter deBlanc has over 20 years working with Microsoft based systems and currently supports and maintains a fairly complex Windows 2012 Server based infrastructure for the Town of Clarkdale.

Dewey-Humboldt has an Avaya based office telephone system and Four-D, LLC has had only basic experience maintaining this particular phone system. We have more experience with Cisco based Voice and Data network and phone systems as well as Microsoft Lync based telecommunications systems. Beyond basic telephone system maintenance, the Town may need to utilize an Avaya phone system specialist in the event there is an issue with the phone system that is beyond the scope of Four-D, LLC to troubleshoot and repair.

Four-D, LLC specializes in architecting, implementing, and maintaining robust and available IT systems. We also have expertise in IT and business processes, office productivity, and user best practices education and training. We are not application experts. We can't tell you how to create a map in GIS or the best way to implement a complex macro in Excel. We can assist in the basic operation of most Office applications and we can troubleshoot and resolve most application compatibility issues.

From maintaining your existing systems, to designing and implementing future enhancements and technologies, to educating your staff on productive work practices as they relate to your technology platform, Four-D, LLC promises to exceed your expectations.

## MASTER

### *Recommend long-range and short-range management information systems, plans and ETS budgets to Town management*

Four-D, LLC has experience with the budget process for local government, developing a staff and technology plan, and managing the plan to budget. We also have worked with the Towns of Clarkdale, Chino Valley, and the Havasupai Tribe on alternative funding sources such as state and federal grants as well as special low interest lease opportunities made available to state and local government entities.

Based on our current technical documentation, Dewey-Humboldt has seven full-time and three part-time staff, one new production server running virtualized instances of several critical applications such as email, file services, GIS and LaserFiche. One "backup" server able to take over production responsibilities if the main production server should fail, a dedicated Granicus server, as well as several desktops, laptops, and printer. Having taken advantage of the latest virtualization technologies, the town is currently well positioned in terms of standardization and reliability.

Cloud computing goes one step further than virtualization by moving applications to internet based datacenters. This can represent a savings to smaller organizations because you no longer need to purchase and maintain server hardware or licenses, and you also enjoy a reduced environmental load on your facilities. Cloud computing does require high-bandwidth and ultra-reliable internet connectivity, so is not always appropriate in the more rural environments of Arizona.

Four-D will partner with your staff to perform a detailed analysis of your current organization and identify any current critical issues that should be addressed. We can also review the Town's vision for the future and make appropriate recommendations to supplement those goals. Together we can develop an effective plan to get to where you want to be in a cost effective manner.

### *Make recommendations on major systems development and research projects;*

Part of recommending and implementing new systems and projects is to determine any risks and impacts on existing systems. Four-D, LLC prefers to follow a Systems Development Methodology (SDM) on all major projects. The SDM needs to be flexible to accommodate the relative risk vs. cost of research and testing. Four-D, LLC has found that for many organizations of this size an iterative or prototyping SDM approach provides a good return on investment.

## MASTER

*Establish Town-wide strategic policy for planning, development, and design of information needs*

All systems have to provide for today's needs, the expected needs of tomorrow, and the unanticipated needs that will appear in the near future. Systems must be scalable to accommodate the growth of the community. We would welcome the opportunity to be an integral part of providing for the future growth of your Town.

*Research management information systems hardware and software including applicable vendor applications, data base management, and operational control packages*

Four-D, LLC recommends implementing a policy that any software or systems that require an expenditure of public funds above a pre-defined amount, say \$1000, undergoes a technical evaluation for security, supportability, and integration and compatibility with existing systems.

*Set policies to ensure privacy data and security of data processing facilities*

Security starts with physical, site security. Is your server located in a locked room? Are your backup tapes stored in a secure location? Security then extends to user practices and policies, data access permissions, login and file copy restrictions. There is also network security which can be achieved through firewalls, wireless encryption technologies, Network Access Policies (NAP) and various forms of messaging and content filtering. Four-D, LLC has expertise with choosing and implementing appropriate technologies for environments of this size.

## MASTER

*Establish guidelines and programs for effective database management utilization*

User created databases can be difficult to maintain. If the person who created the database should leave the office, a knowledge drain can occur, causing a temporary or permanent breakdown in operations. Also, data can become duplicated in redundant systems as each person implements their own preferred method of managing information. Four-D, LLC recommends a policy of no user created databases without a review with other departments to see if a suitable system already exists that can be adapted to the new requirement. If it is decided to move forward with the new database system, it should be implemented such that the system is documented and fully backed up.

*Keep the servers, desktops, website, and phones of the Town working well, with a target problem resolution time of less than 48 hours 90% of the time and an emergency response of less than 2 hours 80% of the time*

Four-D, LLC operates out of Clarkdale and Prescott; approximately one hour away by car. In the event of a system emergency that requires a site visit, we can achieve the requirement of a 2 hour response time. We can also utilize proven remote access troubleshooting and problem resolution techniques to resolve most critical problems without a site visit. If town budget allows, our goal would be to design and implement redundancies in critical systems to avoid single points of failure and to maximize system availability.

*Consult with and advise Town program heads on information technology management needs and problems*

We can achieve this requirement utilizing automated system availability reports coupled with a regular meeting and weekly site visits to review any issues, outages, upcoming needs or projects, and emerging trends in systems and technology.

*Demonstrate continuous effort to improve operations, decrease turnaround times, streamline work processes, and work cooperatively and jointly to provide quality seamless citizen service.*

Four D, LLC understands that information technology is a means to an end and that the end is serving the Citizens of the community. We do not recommend new technologies because they are new or suggest change for change's sake. At the same time, we utilize Dr. Eliyahu M. Goldratt's Theory of Constraints philosophy of process refinement and continual improvement to improve the quality of our service. We endeavor to stay focused on the goal of serving the Citizens and use that to guide us in the process of selecting the best processes and technology.

# MASTER

## Exhibit B: Contractor's Key Personnel and Subcontractors

### Key Personnel:

Peter deBlanc – Technical Architect; Four-D, LLC: Primary Technical Contact

Resume and History Attached in Appendix A

Ida-Meri de Blanc – User Education, Protocols, Productivity; Four-D, LLC: Primary Liaison

Resume and History Attached in Appendix A

### Subcontractors

John Staltari – Service and Support Specialist

Robert Heiney – Service and Support Specialist

## Exhibit C: Schedule of Services

*N/A: All services are defined in Exhibit A: the Scope of Work statement.*

# MASTER

## Exhibit D: Schedule of Fees and Payment Schedule

### A. Schedule of Fees

All work will be performed on a fee for services basis. This ensures the Town is only paying for services they actually utilize. Four-D LLC has one standard hourly local government rate for all services as listed below:

For Fiscal Years July 1, 2011 through June 30, 2014; the rate shall be \$75.00/hour.

For Fiscal Years July 1, 2014 through June 30, 2016; the rate shall be \$85.00/hour.

For services performed after July 1, 2016 the rate shall be determined and agreed upon by February 1, 2016.

The above quoted rates are based on a minimum monthly retainer of 10 hours/month.

To properly maintain the Town's Enterprise Environment, we recommend the Town budget two full eight hour days of support per month or 192 support hours per year. We also recommend the Town budget 96 additional support hours per year for Projects that are beyond the standard maintenance and support duties. Examples of *Projects* would include but not be limited to: New software or hardware implementations, major systems upgrades, facility expansion or moves, etc.

Of course, the town will reserve the right to adjust the schedule if needs should change. For example, if projects or initiatives require more time, we can increase the on-site time, and conversely, if less support is needed, we can decrease the on-site time as required.

#### Emergency service charges and unscheduled site visit travel charges:

Emergencies that require an unscheduled on-site visit or requests to come on-site during times other than regularly scheduled times will incur a travel charge to and from the site at the prevailing standard rate. Note that much emergency work can be performed remotely and thus would not incur a travel charge. Four-D will not charge for travel for scheduled full eight hour on-site days.

#### Work performed remotely, work performed off-site, telephone consultation and assistance:

Any work, assistance, and/or support performed off-site, remotely, or via telephone shall be billed at the standard rate in 15 minute increments.

# MASTER

## Exhibit D: Schedule of Fees and Payment Schedule (continued)

### B. Compensation

1. The consideration of payment to Contractor, as provided herein shall be in full compensation for all of Contractor's work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.
2. Attached hereto as Exhibit D-1 is Contractor's hours and fee estimate for the Project. Contractor's fee shall not exceed the amounts:

Description	Amount
For Fiscal Years July 1, 2011 through June 30, 2014; the rate shall be \$75.00/hour.	
For Fiscal Years July 1, 2014 through June 30, 2016; the rate shall be \$85.00/hour.	

### C. Method of Payment

Invoices shall be on a form and in the format provided by Town and are to be submitted in triplicate to Town via Town's authorized representative.

**Exhibit E: Change Order** - See original RFP for Change Order form

### Exhibit F: Additional Clauses/Requirements

#### Workspace requirements:

The Town shall provide an on-site workplace with a desk or similar work-surface, a desktop or laptop PC of similar performance to most other systems currently in use by the Town, and space to store files, technical resources such as books and CDs, hand tools, and any parts.

#### Regulatory Compliance

In the areas of audits, backup, disaster recovery, document retention, logging, security, or any other regulatory or legal compliance requirement(s), Four-D, LLC requires direction in writing from the Town Manager or their designated contact as to the specific details and timelines of implementation.

#### Best Effort

Information Technology systems can become very complicated, interrelated, and codependent. No one person or group can be an expert on every possible system. Four-D, LLC promises a "Best Effort" attempt to resolve any particular issue or problem. In the event Four-D is unable to successfully resolve any issue, additional outside expertise may need to be contracted at their prevailing rates to resolve the issue.

**EXHIBIT A  
SCOPE OF WORK**

*[ATTACH SCOPE FROM THE REQUEST FOR PROPOSALS – SECTION III]*

**EXHIBIT B  
CONTRACTOR'S KEY PERSONNEL AND SUBCONTRACTORS**

KEY PERSONNEL:

SUBCONTRACTORS:

EXHIBIT C  
SCHEDULE OF SERVICES

*[IF A SCHEDULE IS NOT APPLICABLE TO THIS CONTRACT, FILL IN "N/A"]*

N/A

**EXHIBIT D**  
**SCHEDULE OF FEES AND**  
**PAYMENT SCHEDULE**

A. Schedule of Fees:

B. Compensation

1. The consideration of payment to Contractor, as provided herein shall be in full compensation for all of Contractor's work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.
2. Attached hereto as Exhibit D-1 is Contractor's hours and fee estimate for the Project. Contractor's fee shall not exceed the amounts:

Description	Amount
-------------	--------

C. Method of Payment

Invoices shall be on a form and in the format provided by Town and are to be submitted in triplicate to Town via Town's authorized representative.

EXHIBIT E  
CHANGE ORDER

CHANGE ORDER NO. \_\_\_\_\_

Distribution: TOWN OF DEWEY-HUMBOLDT [ ]  
CONTRACTOR [ ]  
OTHER [ ]

PROJECT: \_\_\_\_\_ DATE: \_\_\_\_\_  
OWNER: Town of Dewey-Humboldt  
CONTRACTOR:  
AGREEMENT DATED:

\_\_\_\_\_ CHANGES:  
The Agreement is changed as follows:

Not valid until signed by both Town and Contractor.  
Signature of Contractor indicates acceptance.

The original compensation was \_\_\_\_\_

Net change by previously authorized Change Orders \_\_\_\_\_

The compensation prior to this Change Order was \_\_\_\_\_

The compensation will be increased by this Change Order in the amount of  
\_\_\_\_\_

The new compensation under the Agreement including this Change Order will be \_\_\_\_\_

The Contract Time will increase by \_\_\_\_\_

ACCEPTANCE STATUS:

\_\_\_\_\_  
Contractor  
By \_\_\_\_\_

\_\_\_\_\_  
Town of Dewey-Humboldt  
By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

STATE SOLE PROPRIETOR'S WAIVER (ATTACH)

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**TOWN OF DEWEY-HUMBOLDT**  
**P.O. BOX 69**  
**HUMBOLDT, AZ 86329**  
**Phone 928-632-8562 • Fax 928-632-7365**

**COUNCIL AGENDA ACTION REQUEST FORM**

Meeting Type:  Regular     Special     Work Session

Meeting Date: 1/5/2016

Date of Request: 12/15/2015

Requesting:  Action     Discussion or Report Only

Type of Action:  Routine/Consent Agenda     Regular

Agenda Item Text (a brief description for placement on the agenda; please be exact as this will be the wording used for the agenda):

DISCUSSION AND POSSIBLE ACTION ON HAVING THE  
TOWN SEAL TRADEMARKED OR REGISTERED

Purpose and Background Information (Detail of requested action):

NEED TO MAKE SURE THE TOWN HAS CONTROL OVER THE  
USE OF THE TOWN SEAL

Staff Recommendation(s):

Budgeted Amount:

List All Attachments:

Type of Presentation:

Special Equipment needed:  Laptop     Remote Microphone  
 Overhead Projector     Other:

Contact Person: JACK HAMILTON

**Note: Per Town Code §30.105(D): Any new item will be placed under "New Business" for the council to determine its disposition. It can be acted upon at that meeting, sent to staff for more work, sent to the appropriate board or commission, set for a work session or tabled for a future date, etc.**

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**Phone 928-632-8562 ▪ Fax 928-632-7365**

**COUNCIL AGENDA ACTION REQUEST FORM**

**Meeting Type:**  Regular       Special       Work Session

**Meeting Date:** Jan 5th, 2016

**Date of Request:** December 15, 2015

**Type of Action:**  Routine/Consent       Regular

**Requesting:**  Action       Report Only

**Agenda Item Text (a brief description for placement on the agenda; please be exact):**  
Limitations on filing for elected office by incumbent council persons

**Purpose and Background Information (Detail of requested action).** \_\_\_\_\_  
Except during the final year of the town being served. No incumbent council person  
may run for another office without resigning their present position on the current council.  
The incumbent council person must submit in writing to the Clerk of the town no later  
than the filing of nomination papers for the new position.

**Staff Recommendation(s):** \_\_\_\_\_

**Budgeted Amount:** \$0.00

**List All Attachments:** \_\_\_\_\_

**Type of Presentation:** Oral

**Special Equipment needed:**  Laptop     Remote Microphone  
 Overhead Projector     Other: \_\_\_\_\_

**Contact Person:** Mayor, Nolan

**Note: Per Town Code §30.105(D): Any new item will be placed under "New Business" for the council to determine its disposition. It can be acted upon at that meeting, sent to staff for more work, sent to the appropriate board or commission, set for a work session or tabled for a future date, etc.**