

COUNCIL DECISION REQUEST

SUBJECT: Parks and Recreation Department Master Plan

MEETING DATE: April 17, 2008

PAYSON GOAL: NEW: EXISTING: X

ITEM NO.:

TENTATIVE SCHEDULE: April through December

SUBMITTED BY: Rick Manchester,
Parks and Recreation Director

AMOUNT BUDGETED: \$75,000

SUBMITTAL TO AGENDA
APPROVED BY TOWN MANAGER

EXPENDITURE REQUIRED: 2007/08 \$75,000
2008/09 \$25,000

CONT. FUNDING REQUIRED: \$0



EXHIBITS (If Applicable, To Be Attached):
A—Scope of services and standard Payson Contract

POSSIBLE MOTION

I move to approve the contract with Logan Simpson Design Inc. to complete a Parks and Recreation master plan for for \$94,695 and authorize the Mayor to sign contract documents.

SUMMARY OF THE BASIS FOR POSSIBLE MOTION:

- This action will require an additional \$25,000 to be budgeted for in the 2008/09 budget to accommodate the added financial planning services recommended by the Parks and Recreation Advisory Board. The entire amount is funded from park development fees.
- This amount is consistent with plans for other cities and towns in Arizona. \$16,000 of the contract is attributed to the added services of financial planning for how the town can implement and fund the results of the master plan. This component was very important for the Parks and Recreation Advisory Board to be included.

PROS:

- This project has gone through the Payson Goal Plan and has been a priority for the Parks and Recreation Advisory Board, P&R Department and the Town Council for several years.
- The project will include use of P&R Advisory Board members, stakeholders planning groups completing brainstorming sessions, community comment cards and a simple web based survey tool.
- A unique element to this master plan is the use of benchmarking data for performance measurement. Logan Simpson will compare Payson data to other municipalities in Arizona. This will allow us to understand how we stand to other successful towns and agencies in regards to recreation and other quality of life (QOL) public services.
- We will compare the findings of stakeholder meetings, community comment cards, and benchmarking data to develop a master plan that is consistent with the "Payson flavor" but also consider the technical and professional side of providing recreation services.

CONS:

- The plan does not include a needs assessment or a scientifically valid survey due to the additional costs. The estimate for a scientifically valid survey is \$50,000 +/- . The needs assessment component is estimated to cost an additional \$60,000 +/- . There are other mechanisms being used to determine public need.

PUBLIC INPUT (if any):

APR 17 2008 I.1

COUNCIL DECISION REQUEST

BOARD/COMMITTEE/COMMISSION ACTIONS/RECOMMENDATIONS (if any) (give dates and attach minutes):

- **Parks and Recreation Advisory Board meeting April 2, 2008**

FUNDING:

Account Number: 408.996.014	Title: Park Development Fund Park System MP	Amount: \$ 75,000
Account Number: 408.996.014 (2008/09)	Title: Park Development Fund	Amount: \$ 25,000

Total Cost: \$100,000

CFO:

Date: _____

DRAFT

**AGREEMENT
BETWEEN LOGAN SIMPSON DESIGN INC.
AND THE TOWN OF PAYSON
FOR PROFESSIONAL SERVICES IN CONNECTION WITH
P&R DEPARTMENT MASTER PLAN**

THIS AGREEMENT entered into this ___ day of _____, 200_ by and between **LOGAN SIMPSON DESIGN INC., 51 W. 3rd Street, Suite 450, Tempe AZ 85281**, (hereinafter referred to as the "Consultants") and the Town of Payson, a municipal corporation, located at 303 North Beeline Highway, Payson, Arizona 85541 (hereinafter referred to as "Client").

RECITALS

- A. Client desires to engage CONSULTANT to provide professional services; and
- B. Client finds that the proposed Scope of Services and terms of this Agreement are acceptable; and
- C. CONSULTANT desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth.

NOW, THEREFORE, based upon the mutual promises, covenants and conditions herein contained, the Parties do hereby agree as follows:

Section 1. Terms and Conditions

A. **Employment of the CONSULTANT.** Client hereby engages CONSULTANT and CONSULTANT hereby agree to perform the professional services as set forth herein.

B. **Scope of Services.** CONSULTANT shall perform, in a proper and professional manner, the services set forth in the Scope of Services, marked Attachment "A", attached hereto, and by this reference incorporated herein as though set forth in full at this point. The work is generally described as:

Parks and Recreation Department Master Plan

C. **Time for Completion.** The **Parks and Recreation Department Master Plan** as defined in Attachment "A", Scope of Services, shall be completed within **365** calendar days from date of execution of this Agreement.

D. **Extra Services.** CONSULTANT shall provide extra services, not specifically called for in Attachment "A", Scope of Services, upon request or authorization of the Client at a fee to be determined at the time of the request. However, it is the intent that the Scope of Services, with modifications by the CONSULTANT in the Special Provisions, if any, is complete and sufficient to accomplish the purposes of this Agreement.

E. **Changes.** If Client has requested modifications or changes in the extent of the Project, the time of performance of the services of CONSULTANT and the compensation therefor shall be adjusted appropriately and shall be incorporated in written amendments to this Agreement. Notwithstanding the foregoing, CONSULTANT shall perform no

modification, changes or additional work, except as and until authorized in writing by Client to do so.

F. Fees. Client shall pay CONSULTANT, for the services set forth in Attachment "A", Scope of Services, a lump sum fixed fee of ninety-four thousand, six hundred and ninety-five dollars (\$94,695) plus approved reimbursable expenses.

Non-Appropriation. Nothing herein shall be construed as obligating the Town to expend, or as involving the Town in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for this work

G. Payment. CONSULTANT will submit to Client monthly invoices based on a percentage of work completed along with all reimbursable expenses incurred. Client will be responsible for paying the invoice in full within thirty (30) days of receipt. If Client fails to make any payment due CONSULTANT for services performed as set forth in Attachment "A", Scope of Services, within thirty (30) days after receipt of CONSULTANT's bill therefor the amounts due CONSULTANT shall include a charge at the rate of 1.50% per month from said day; and in addition CONSULTANT may suspend services under this Agreement until it has been paid in full all amounts due it for services and expenses. CONSULTANT shall be entitled to actual costs for remobilizing on any work suspended for thirty (30) days or more on account of non-payment or a substantial portion of the fee within the time prescribed in this Agreement.

H. Reimbursables. Unless otherwise stated in Attachment "A", Scope of Services, charges for out-of-pocket expenses not directly furnished by CONSULTANT will be paid by Client at a rate of 1.10 times the cost of such expense, up to a maximum of Five Hundred Dollars, excluding subconsultants, in addition to the amount set forth in paragraph 2 (F) herein above. CONSULTANT shall not be entitled for payment for printing or copying that occurs during the normal course of work required to accomplish the Scope of Services, except as authorized by the Client. Printing, binding, copying and deliveries of inspection reports, field notes and record drawings for the Client shall not be considered reimbursable.

I. Ownership and Re-Use of Documents. All documents, including original drawings, estimates, specifications, field notes, inspection reports, testing results, record drawings and data are and shall be the property of the Client, and shall be provided to the Client upon request during the term of this Agreement, and without demand at the conclusion of this Agreement.

J. Delays Beyond the Control of the CONSULTANT. It is agreed that events which are beyond the control of the CONSULTANT may occur which may delay the performance of the Scope of Services of this Agreement. In the event that the performance of the Scope of Services by the CONSULTANT is delayed beyond its control, the CONSULTANT shall notify, in writing, the Client of such delay and the reason therefore, and Client shall extend the time of performance appropriately.

K. Liability of CONSULTANT. CONSULTANT shall be liable only for damage caused by negligence of it, its employees, sub-consultants or subcontractors. CONSULTANT shall notify Client of the engagement of any and all subcontractors or consultants, and client shall have sufficient and adequate opportunity to review the qualifications of such subcontractors or consultants, and shall have the right to approve or

disapprove their engagement. Client requires subcontractors or consultants of the CONSULTANT shall provide appropriate certificates of insurance to the client prior to their performing of any work relating to this Agreement.

L. Problems. Any problems relating to the services provided herein are to be brought to the attention of CONSULTANT as soon as encountered and, if possible, before CONSULTANT incurs any obligations. CONSULTANT reserves the sole right to correct any errors it is responsible for, including, but not limited to, the selection of a subcontractor or sub-consultant and the negotiation of fees.

M. Indemnification. To the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the Town of Payson, its agents, officers, officials and employees from and against all tortuous claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the negligent acts, errors, mistakes or omissions of the CONSULTANT, its agents, employees, or any tier of CONSULTANT's sub-consultants in the performance of this Agreement. CONSULTANT's duty to defend, hold harmless and indemnify the Town of Payson, its agents, officers, officials and employees shall arise in connection with any tortuous 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 resulting therefrom, caused by any CONSULTANT's negligent acts errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the CONSULTANT, any tier of CONSULTANT's subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the CONSULTANT may be legally liable.

The amount and type of insurance coverage requirements set forth in Paragraph N herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

N. Insurance. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the Town of Payson, constitute a material breach of this Agreement.

The CONSULTANT's insurance shall be primary insurance as respects to the Town of Payson, and any insurance or self-insurance maintained by the Town of Payson shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Town of Payson.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Town of Payson, its agents, officers, officials and employees for any claims arising out of the CONSULTANT's negligent acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Town of Payson under such policies. The CONSULTANT shall be solely responsible for the deductible and/or self insured

retention and the Town of Payson, at its option, may require the CONSULTANT to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Agreement, shall name the Town of Payson, its agents, officers, officials and employees as Additional Insured.

Required Coverage

General Liability.	\$1,000,000 / occurrence;	\$2,000,000 aggregate.
Workers' Compensation.	\$100,000 / accident; \$100,000 disease;	\$500,000 disease limit
Professional Liability	\$1,000,000 per claim.	

Prior to commencing work or services under this Agreement, CONSULTANT shall furnish the Town of Payson with Certificates of Insurance, or formal endorsements as required by the Agreement, issued by CONSULTANT's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(ies) required by this Agreement is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Agreement, a renewal certificate must be sent to the Town of Payson fifteen (15) days prior to the expiration date.

O. Termination of Agreement. This Agreement may be terminated by either Party at any time upon thirty (30) days prior written notice to the other Party. Upon such termination, Client shall pay CONSULTANT all monies owed under this Agreement for all work performed up to the effective date of termination. Unless sooner terminated, this Agreement shall terminate fourteen (14) calendar days after completion of scope and presentation to Town Council. In the event of such cancellation, all work performed by CONSULTANT up to that time, including but not limited to field information, studies and rough or final drafts of working papers, shall be delivered to the Client by CONSULTANT.

P. Publicity. No information relative to the Project shall be released by CONSULTANT for publication, advertising, or for any other purpose without the prior written approval of the Client.

Q. Supplementary Conditions. None.

R. Entire Agreement. This Agreement, with attachments, represents the entire understanding between Client and CONSULTANT in respect to the Project, all prior understanding and agreements are merged herein and this Agreement may only be modified by an instrument in writing executed with the same formalities as this instrument.

S. Successors and Assigns. Client and CONSULTANT each binds himself and his partners, successors, executors, administrators and assigns to the other party to this Agreement and to the partners, successors, executors, administrators and assigns of such

other party, in respect to all covenants of this Agreement. Except as above, neither Client nor CONSULTANT shall assign, sublet or transfer its interest in this Agreement without the written consent of the other; however, CONSULTANT may employ others to assist him in carrying out its duties under this Agreement. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than Client and CONSULTANT.

T. Business License The Contractor shall provide the Town with a copy of its Town of Payson business license. If the Contractor is exempt from the Town's business licensing requirements, it shall still provide the Town with the items required under Section 110.03(C)-(D) of the Town Code.

U. Dispute Resolution. This Agreement shall be governed and construed in accordance with the internal laws of the State of Arizona. In particular, this Agreement is subject to the provisions of A.R.S. § 38-511, the terms of which are incorporated herein, and which provides for cancellation of Agreements by the municipality for certain conflicts of interest. With the written consent of both Parties, any dispute, controversy, claim, or cause of action arising out of or related to this Agreement may, but in no event need, be settled by submission to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-1501, et seq. Judgment upon any award rendered by the arbitrator(s), if filed in Arizona Superior Court, shall be filed in the Superior Court of Gila County, Arizona; or any such dispute, controversy, claim, or cause of action may be litigated in the Superior Court of Gila County, Arizona. The venue for any such dispute shall be Gila County, Arizona, and both Parties consent in advance to such venue and jurisdiction and waive any right to object that Gila County is an inconvenient or improper forum based upon lack of venue. Neither Party shall be entitled to recover from the other party any of its attorneys' fees, costs, or expert witness fees incurred in any such dispute, controversy, claim, or cause of action, but each party shall bear its own attorneys' fees without contribution from the other party, whether the same is resolved through arbitration, litigation in a court, or otherwise.

WITNESS WHEREOF, CONSULTANT and Client have executed this Agreement on the day and year first above written.

Town of Payson
303 N. Beeline Highway
Payson, AZ 85541
Telephone: (520) 474-5242
FAX: (520) 474-7052

By: _____
Mayor

Attest: _____
Town Clerk

Logan Simpson Design Inc.
51 W. 3rd Street, Suite 450

Tempe AZ 85281

Telephone: (480) 967-1343

FAX: (480) 966-9232

By:

Title: _____

APPROVAL AS TO FORM

The Town of Payson Legal Department has reviewed this Agreement and approved it as to form. When reviewing this Agreement for form, the Legal Department considers whether the following situations have been addressed:

- I. Identification of parties;
- II. Offer and acceptance;
- III. Existence of Agreement consideration (we do not review to determine if consideration is adequate);
- IV. That certain provisions specifically required by statute are included (i.e., provisions concerning non-availability of funds and conflict of interest, A.R.S. § 38-511).

We have not reviewed the Agreement for other issues. Therefore, approval as to form should not be considered as approval of the appropriateness of the terms or conditions of the Agreement or the underlying transaction. In addition, approval as to the form should not be considered approval of the underlying policy considerations addressed by the Agreement.

Dated this ____ day of _____, 200__.

By _____
Samuel I. Streichman, Town Attorney

EXHIBIT 'A'
SCOPE OF SERVICES



**P&R Advisory Board
P&R Master Plan Core Group
Tuesday, April 1, 2008
Parks & Recreation Office
Green Valley Park**

Draft

CALL TO ORDER: Chair, Mel Sorensen called the meeting, held at the Parks and Recreation office in Green Valley Park, to order at approximately 2:00 P.M.

ROLL CALL: Chair; Mel Sorensen, Members; Carrie Dick, Rory Huff, Gerri Levine, Rob Ingram, Rick Manchester, Parks & Recreation Director, Nelson Beck, Parks Supervisor

Others Present: Pete Alshire, Payson Round Up

AGENDA ITEMS

- 1. Approve Minutes**
There were no minutes to approve.
- 2. Public Input (No discussion, No action allowed)**
There was no public input.
- 3. Issues and Concerns from the Board (Discussion Only, No action allowed)**
There were no issue and concerns.
- 4. Discussion and Possible Action regarding Scope and Fee of professional services with Logan Simpson Design, Inc. Motion was made by Gerri Levine to recommend acceptance of scope and fee of professional service with Logan Simpson Design, Inc to Town Council. Motion was seconded by Mel Sorensen. Motion passed 7-0**
- 5. Next Meeting— TBA**
- 6. Adjourn:** The meeting of the Parks & Recreation Master Plan Core Group adjourned at approximately 4:15 PM.

Approved

_____ Date: _____

Mel Sorensen, Chair

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Parks and Recreation Master Plan Core Group Committee of the Town of Payson held on the 1st day of April 2008. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this ____ day of _____, 2008 _____

Exhibit "A"

Town of Payson Parks, Trails, and Recreation Master Plan

Scope of Work April 4, 2008

The goal of the Town of Payson (Town) Parks, Trails, and Recreation Master Plan (Plan) project is to create a master plan that will provide a wide range of recreational opportunities at the neighborhood, community, and regional park levels that are appropriate to the Payson environment. The plan will identify potential locations for park and recreation sites, identify potential upgrades or additions to existing park facilities, and implement a public involvement program for developing the master plan to provide opportunities for public input throughout the planning process. A general overview of trail corridors will also be a part of this master plan. The document is meant to be a Parks and Recreation Department planning tool and will not be developed as an updated element of the General Plan. The study area for this project will be the Town's planning area as identified in the General Plan (2003).

LSD will be responsible for the overall master planning efforts. LSD's subconsultant, ESI Corporation (ESI), will assist with financial planning studies as identified in the tasks outlined below as an additional service. ESI will perform the tasks only upon receiving written authorization from the Town. Estimated duration of time for LSD to complete all tasks for this project is approximately 9 months.

Task 1.0 Project Mobilization and Coordination

The primary objectives of the project mobilization phase of this planning process will be to establish lines of communication, collect and review existing data, clarify the Town's goals for each task, establish a preliminary schedule for public participation events, and identify additional information required to determine the level of planning necessary to achieve the Town's overall master plan goals and objectives.

1.1 Mobilization/Kick-off

The purpose of the mobilization phase is to refine the steps that will be taken to develop an appropriate level of planning to effectively complete each task and provide the service level desired by the Town. LSD will meet with Town staff and the project team as the project kick-off meeting. Specific approaches for each task will be developed as identified within this Scope of Work. LSD will review the planning schedule and obtain Town and other available information, documents, and data pertinent to the study area that the Town or affected agencies have available.

The Town will provide, as available, the following information which may include but not be limited to:

- Approved preliminary and final Planned Area Developments (PAD's) and proposed development plans under consideration by the Town, utility plans, existing park and recreation facility descriptions and locations, existing zoning, land ownership (private, Arizona State Lands Department (ASLD), USDA Forest Service (Forest Service), etc.), existing general plan land use, trails plans and details, public facilities and transportation maps, previous or current planning studies and documents, public input information to date, and available programming information that may exist for existing or currently planned Town park and recreation sites.
- This information will be provided to LSD in hard copy and electronic format (if available). The Town will provide recent aerial photography of the entire study area in digital format to LSD.

Additional items to be discussed may include:

- Establish review procedures, channels of communication, and administrative process.
- Discuss the current uses that occur on all existing public parks and their appropriateness and service level.
- Identify additional information from other agencies that should be incorporated into the planning process.

- Identify current or on-going issues that may include inadequate and/or antiquated utilities, parking, access points, programming, and operations and management for existing and proposed park sites.
- Any existing drainage reports for open space watersheds or major washes.
- Create a preliminary list of contacts for affected stakeholders, as well as suggested methods of soliciting their input.

In addition, staff goals, objectives, needs, and opportunities and constraints for each task will be discussed and identified. This information will provide the basis for, and be integrated into, the planning process of each task.

1.2 Project Coordination and Progress Meetings

LSD will provide project coordination and conduct progress meetings on a consistent basis throughout the project to ensure the Town's goals and objectives are being achieved. LSD anticipates holding coordination meetings with Town staff or the project team on the same days as stakeholder advisory group(stakeholder) or public meetings.

LSD will coordinate with the Town's Project Manager on a routine basis via email and phone conversations to provide updates on the progress of the planning process, identify potential issues, and/or changes in schedule. LSD will keep the Town's Project Manager informed of all coordination with outside agencies and other affected parties.

A total of four project status/review meetings are planned for the duration of the project with representatives from the Town and the LSD Team. The purpose of these meetings is to review future, on going, and completed project tasks to date; review and adjust the project schedule as required; and discuss project activities. LSD will prepare meeting agendas and prepare and distribute meeting notes. The project status/review meetings will be held at the Town's offices in Payson.

LSD with the Town's Project Manager as support will coordinate with interested agencies and other Town and County departments to identify current and future planning concerns and issues; and to determine appropriate approaches, direction, and solutions throughout the planning process. Town staff will provide information to LSD as appropriate.

Task 2.0 Parks and Recreation Facilities Inventory

LSD will visit and photograph the Town's four existing park sites, but will not include the Events Center in the inventory since it is currently being master planned. LSD will document each park's site visit and generally note the surrounding land use, circulation, public facility/utility, and other physical planning influences for each existing park. A general overview of each park site's environmental resources will be provided based on the physical context information in the General Plan and observations during the site visit. LSD will provide a general overview of the Town's existing park and recreation facility types and their service area. The overview will include the types and conditions of facilities and amenities currently existing within each park.

An analysis of the overall community service level for the existing parks and facilities will be compiled and summarized in the Master Plan document.

Task 3.0 Public Involvement

The purpose of the Public Involvement Program (PIP) is to define the steps the Town and LSD will take to maximize public participation in the master plan development. Specific milestones of the public involvement process for the Parks Master Plan are identified below. LSD will provide a summary of each public and stakeholder meeting to the Town for their review. A summary of the overall results of the PIP will be submitted as an appendix to the Master Plan document.

The Town will be responsible for:

- arranging for the public meeting facilities for each public and stakeholder meeting and assuming any cost associated with using those facilities;
- any insurance requirements associated with the meeting facilities;

- all notifications of the meetings (including newspapers) to reach concerned citizens, interest groups, stakeholders, and adjacent landowners and agencies affected by the study area;
- maintaining a mailing list during the study process that will be documented after each public and stakeholder group meeting;
- all news media contacts, public service announcements, and press releases;
- providing court reporter, if desired;
- any special needs by the public at these meetings; and
- providing refreshments, directional signs, and a 'welcome' exhibit at each public meeting.

LSD will prepare the nametags for Town and LSD staff in attendance at the stakeholder and public meetings. LSD will develop sign-in sheets and a comment sheet for general comments and provide the Town with a PDF file for printing the comment sheets. LSD will submit all material to the Town Project Manager for review prior to each public meeting.

Unless noted otherwise, LSD will provide exhibit mockups for meetings to the Town a minimum of one week prior to the public meeting for review and approval prior to making final exhibits.

The exact format of the public and stakeholder meetings and agenda will be determined as the project proceeds. The purpose of the public meetings provided in this Scope of Work is preliminary and subject to change, but the areas of responsibility will remain as noted.

3.1 Community Survey

The PIP will be used to solicit comments through surveys and interactive discussions to understand interests, needs and priorities for parks and recreation facilities and services. A Community Survey will be prepared and distributed to the public at up to four venues to understand the overall community needs and priorities for parks and recreation facilities and program services. The survey will provide opportunities to rank recreation programs and facilities the residents would use the most to meet their recreational needs.

LSD and Town staff will develop survey questions that will address a full range of strategically important issues to the Town in their long- and short-range decision-making as it relates to parks and recreation. The survey instrument will be one 8 ½ x 11 inch sheet of paper, printed front and back. The Town and planning core group will review and approve the survey prior to distribution. The Town will be responsible for printing and distributing the surveys. LSD will randomly tabulate up to 200 surveys and summarize the results of the input received in the Master Plan. This will not be considered a statistically valid survey.

3.2 Public Meeting No. 1

LSD will assist the Town in organizing and conducting an initial public meeting. The objective of the initial public meeting will be twofold: 1) to introduce the study, its purpose, the schedule, and the Town and LSD Team members; and 2) to receive input from the community on their values, issues, needs, concerns, and vision for the Plan. LSD will prepare a technical memorandum summarizing the results of the public meeting and comments received from the meeting participants.

LSD will prepare up to three exhibits for the initial public meeting. The exhibits will be no larger than 36 by 50-inches, and will not be mounted on boards. LSD will provide electronic copies of the exhibits a minimum of one week prior to the public meeting for review by the Town and work with the Town to finalize meeting format, and the roles and responsibilities of Town staff and the LSD Team.

3.3 Public Meeting No. 2

The goal of the second public meeting will be to inform the public of the results of Public Meeting No.1 (values, issues, and needs); review the Vision, Goals & Objectives developed from the values, issues, and needs; the inventory and analysis findings, the community survey results, the programming, and to solicit responses on the Conceptual Master Plan Alternatives. The first part of the public meeting will be an information presentation by the LSD Team and Town staff. The second portion of the meeting will be focused on gathering public input through an interactive format of discussions and written responses on comment sheets.

LSD will prepare up to six exhibits for the second public meeting. The exhibits will be no larger than 36 by 50-inches, and will not be mounted on boards. LSD will provide electronic copies of the exhibits a minimum of one

week prior to the public meeting for review by the Town and work with the Town to finalize meeting format, and the roles and responsibilities of Town staff and the LSD Team.

3.4 Parks and Recreation Advisory Board/Public Meeting No. 3

The third public meeting will be held in conjunction with Parks and Recreation Advisory Board meeting to present the Preliminary Master Plan and receive comments. LSD will make a formal presentation to the Parks and Recreation Advisory Board on the Preliminary Master Plan, results of the public meetings and community survey, and preliminary programming in preparation for developing the Draft Final and Final Master Plan Document.

LSD will coordinate with Town staff at a minimum of one week prior to the presentation to review the exhibit mock-ups, meeting format, and the roles and responsibilities of the Town and the LSD Team. LSD will prepare a PowerPoint presentation for the meeting.

The Town will be responsible for public notification of the Parks and Recreation Advisory Board meeting.

3.5 Town Council Workshop and Approval Presentations

Based on input received at the public, stakeholder, and Parks and Recreation Advisory Board meetings, LSD will develop a presentation in PowerPoint format to present the planning process to date (including the results of the public meetings and community survey, and the proposed park and recreation standards for the Town) and the Draft Final Master Plan for the Council's review at a Council Workshop. The Council's input and direction will be included in the preparation of the Final Master.

LSD will modify the Workshop presentation based on Town Council comments in PowerPoint format for Town staff to present the Final Master Plan at a Town Council Meeting for approval.

LSD will coordinate with Town staff at a minimum of two weeks prior to the presentations to review the PowerPoint presentations and handouts, and the roles and responsibilities of the Town and the LSD Team. Each presentation will be submitted to the Town's Project Manager in electronic media that is useable on the Town's equipment. The slide presentations are estimated to be a maximum of thirty (30) slides/frames in length. Town staff will make the final presentation to the Town Council for approval.

The Town will be responsible for public notification of the Town Council Workshop and Approval presentations.

3.6 Stakeholder Advisory Group Meetings

LSD will meet with a stakeholder advisory group (stakeholder) that may be composed of Town officials, affected agency representatives, special interest groups such as Youth Advisory Council, Payson Area Trails System (PATS) representatives, private sports program providers and other potentially affected interests. LSD will assist the Town in determining the composition of representatives for the stakeholder advisory group. The number of representatives in the stakeholder advisory group shall not exceed a total of 25 participants. LSD will organize and conduct two stakeholder meetings. LSD will prepare meeting notes summarizing the results of the stakeholder meetings and provide a copy to the Town.

At the initial stakeholder meeting, LSD will present the results of the first public meeting, community survey, preliminary park and recreation standards and programming, and up to three concept alternatives for their review and input regarding facilities and programming to enhance and support their specific types of desired activities. The stakeholders will provide input to LSD on the potential park and recreation facility locations, existing and future planning efforts, agency issues or concerns, and potential programming requirements. The results of the stakeholder meeting will be considered and appropriately incorporated into finalizing the Conceptual Master Plan Alternatives that will be presented to the public at Public Meeting No. 2.

At the second stakeholder meeting, the LSD Team will present the results of Public Meeting No. 2 input on the Conceptual Master Plan Alternatives and the Preliminary Master Plan. The input received at the second stakeholder meeting will be considered and appropriately incorporated into finalizing the Preliminary Master Plan that will be presented to the Parks and Recreation Advisory Board and the public.

LSD will prepare up to six (6) exhibits for the initial stakeholder meeting and up to three (3) exhibits for the second stakeholder meeting. The exhibits will be no larger than 36 by 50-inches, and will not be mounted on boards for these meetings. LSD will prepare the sign-in sheets and provide the Town electronic copies of the exhibits in Adobe PDF format.

Task 4.0 Comparative Performance Measurements and Benchmarking

LSD will prepare a brief Parks and Recreation benchmark memorandum that compares the Town of Payson's parks and recreation programs and services to communities surveyed by LSD within the last two years. LSD will provide the project team with a list of 17 communities from which to select five communities the Town should be benchmarked against. The list of communities will be from LSD's existing database. Benchmarking comparisons with up to five communities will be prepared in the memorandum. Benchmarking comparisons will be used to assist in determining the level of service standards for park and recreation facilities and evaluating current parks and recreation facilities and services to the future population needs.

Task 5.0 Develop Vision, Goals, and Objectives

LSD will facilitate a workshop with the project team to review the vision, goals, and objectives crafted from the values, issues, and needs identified at Public Meeting No.1. LSD and the project team will also identify potential user groups, activities, and facilities and their spatial requirements that could be accommodated within existing and future park sites. Existing uses will be evaluated in terms of primary and secondary uses. Special events currently held, as well as potential events, will be discussed in terms of location, time of year, facility and site requirements. These needs will be evaluated against the results of the community survey, the identified vision, goals, and objectives, and the preliminary park and recreation standards. The results of the workshop will be the development of the performance based goals and objectives needed to implement the Master Plan.

Task 6.0 Development of the Town's Park and Recreation Facilities Standards

Using information gathered from the community survey and the benchmarking analysis of other communities, LSD will develop tailored Park and Recreation Facility Standards for the Town.

For benchmarked communities:

- number of facilities of each type that each community currently is operating
- number of facilities per 1,000 residents of each type for each community
- an average number of facilities for all of the communities
- an average number of facilities per 1,000 residents for all of the communities

For the Town:

- number of facilities of each type that the Town currently is operating
- number of facilities per 1,000 residents that the Town currently is operating
- surplus/deficit of each facility per 1,000 residents (comparing the Town to average of five benchmarked communities, in 2006)
- surplus/deficit of each facility per 1,000 residents (comparing the Town to average of five benchmarked communities, based on projecting the Town's population in 2016)

A draft Parks and Recreation Facilities Standards will be developed utilizing:

- information from benchmarking results of five communities
- information from the recreation community survey

The draft standards recommendations will be built into an excel data base to show deficits/surpluses for parks and recreation facilities based on the "draft" standards recommendations for year 2008 and the projected population base in year 2015.

LSD will review the draft standards with the Town staff and project team. Based on Town comments and direction, the final Town Park and Recreation Facilities Standards will be developed.

6.1 Park Programming

LSD will develop a preliminary park and facility program for the master plan development utilizing the community survey results, the developed park and recreation facility standards, public comments, and staff input. Existing and potential uses will be analyzed for their appropriateness and service level according to the vision, goals, and objectives of the master plan. If, in fact, some uses cannot or will not be accommodated within the Town, then a rationale will be discussed to identify how they will be addressed (i.e., find other areas for their activity).

Task 7.0 Prioritize Parks System and Recreation Facilities Maintenance and Renovation

This task will focus on Rumsey Park and provide a general guide to enhance and renovate the park based on the site inventory and community survey input. LSD will prepare an overview for the Master Plan that gives the approach to upgrading facilities, enhancing existing circulation, parking, landscape areas, and other potential park improvements. The summary will also include an overview of how to incorporate appropriate future uses in an efficient manner.

Task 8.0 Master Plan Development

Based on the results from public, stakeholder, and Town staff input, LSD will develop Conceptual Master Plan Alternatives, a Preliminary, and Final Parks, Trails, and Recreation Master Plan.

8.1 Conceptual Master Plan Alternatives Development

Based on the preliminary program, the public, stakeholder, and Town staff input, the LSD Team will identify possible siting locations for future park and recreation facilities and potential alternatives to enhancing existing facilities. The alternatives will address the desired service level, compatibility of adjacent land uses, motorized and non-motorized access, community and regional connectivity, potential interpretive or educational opportunities, existing and proposed facilities, and operational concerns.

Based on a combination of the existing level of service standards, the results of the community survey, and the benchmarking analysis, LSD will develop up to three conceptual master plan alternatives that will include schematic locations of future parks, facilities and/or linkages appropriate for each alternative. Project team and stakeholder meetings will be held to help develop the Conceptual Master Plan Alternatives in order to finalize the alternatives that will be presented to the public at Public Meeting No. 2. The Conceptual Master Plan Alternatives will be presented in a hand drawn, bubble diagram, working drawing format for the project team and stakeholder meetings. The public meeting exhibits will be computer generated graphics.

8.2 Preliminary Master Plan Development

Based on the results from Public Meeting No. 2, and Town staff input, LSD will develop an alternative or a combination of alternatives as the Draft Preliminary Master Plan for presentation to the project team and stakeholders for their review and comments. Based on the comments, a Preliminary Master Plan will be developed and presented to the public at a Parks and Recreation Advisory Board meeting. LSD will proceed in developing a Draft Final Master Plan for a Town Council Workshop session based on the public's input and comments, and the Board's recommendations.

LSD will compile and document comments regarding the Preliminary Master Plan and provide a summary to the Town for their review. LSD will provide to the Town a computer generated graphic in electronic PDF format copy of the Preliminary Master Plan.

8.3 Final Master Plan Development

Based on the comments from the public, stakeholders, Park and Recreation Advisory Board, and Town staff from the Preliminary Master Plan presentation, LSD will develop a Draft Final Master Plan for presentation to the Town Council in a Work Session. A general estimate of probable implementation costs in 2008 dollars will be prepared for the Draft Final Master Plan recommendations, excluding potential land acquisition costs. A preliminary phasing and prioritization of future recommended park and recreation development will be included as part of the work session to help identify prioritization of the phased development. Input and direction from Town Council Work Session will provide the basis for developing the Final Master Plan. LSD will provide to the Town an electronic PDF format copy of the Draft Final Master Plan document.

The comments received from the Town Council and Town staff on the Draft Final Master Plan will be incorporated into the Final Master Plan document. The Final Master Plan will be presented to Town Council for approval.

The Parks, Trails, and Recreation Master Plan document will include an overview narrative explaining the master planning process including the public participation program and an implementation program with estimates of probable implementation costs in 2008 dollars. The Master Plan Document will be a document consisting of no more than 50 pages including a maximum of three 11" x 17" colored foldouts including the Final Master Plan

figure. LSD will provide to the Town an electronic PDF format copy of the Final Master Plan document for their printing and distribution.

Task 9.0 Financing Plan

The primary objective for this phase of the planning process is to identify a means for funding and implementing the master plan recommendations in the form of a Financing Plan. ESI will be responsible for this task and will proceed only upon authorization from the Town. Below are the key tasks associated with this level of effort.

9.1 Partnering Arrangements

The financing plan will review opportunities for partnering arrangements such as joint use facility agreements with the Payson Unified School District. Based on the Plan's Implementation Program, ESI will contact the School District's facilities planning department to discuss existing and future school sites and the potential of developing shared facilities for educational programs, and athletic and cultural events that could be mutually beneficial to the Town and School District.

9.2 Funding Mechanisms

ESI will review existing financial sources and mechanisms currently used by the Town to fund parks development and maintenance, such as impact fees. Research will also be conducted to look at best practices of other communities including the use of user fees, sales taxes, private development agreements, bonding, and other financing mechanisms.

A review of other funding mechanisms will be conducted which will include a review of existing parks, open space, and community facilities impact fees and private development agreements. An assessment of their potential in the future will be conducted including an estimate of future impact fees based on growth projections and current level of service.

9.3 Financing Plan

The findings of the partnering opportunities and funding mechanisms will lead to the development of a financing plan for the Plan. Based on the prioritizations identified in the final implementation program of the Plan, the financing plan will identify the prioritized need and funding/partnering requirements for parks, facilities, and improvements. The financing plan will identify both existing and future funding sources (public and private) needed to implement the Parks, Trails, and Recreation Master Plan.

Deliverables will include a technical memorandum discussing findings of the partnering arrangement opportunities and a financing plan that identifies associated costs and funding sources for Plan implementation. Estimated duration of time for ESI to complete these tasks is approximately 6 weeks after receiving the final prioritized implementation program for the Plan.

SCOPE OF WORK/FEE ASSUMPTIONS

1. Trails Master Planning

There will be no separate plan or figure developed for a trails master plan, nor any modifications made to the existing Payson Area Trails System (PATS) plan. LSD will review the Town's current PATS plan and make recommendations for any modifications in the form of a memorandum during the development of the Preliminary Master Plan that the Town or PATS may choose to implement at a later date.

2. Reimbursable Expenses

The Town will be responsible for all printing and distribution of materials and plans for project team, stakeholder, Advisory Board and Town Council reviews. Unless requested otherwise, LSD will provide print ready copies in electronic PDF format of all documents. Expenses such as mileage, outside printing and mounting of exhibits on foam core boards and other materials will be considered as reimbursable expenses. An estimated amount for reimbursable expenses is included in the project fee estimate.

3. Public Meetings, Stakeholder Meetings, and Project Team meetings

Project team meetings will be held on the same day as public and/or stakeholder meetings.

4. Deliverables

All interim deliverables unless otherwise noted in the Scope of Work will be print ready PDF files. LSD will deliver low and high resolution version to facilitate file exchange within the Town's computer network. All final deliverables will include print ready PDF files of the final document and figures as well as the original GIS shapes that are created to produce the final figures for the Town to use in future planning efforts.

5. Adjustments to the Scope of Work

All additions or reductions to the Scope of work requested by the Town will adjust the project fee according the billable rates identified in the agreement. LSD will provide a written scope and fee for additional tasks requested by the Town and will not proceed without written authorization. Tasks to be removed from the Scope of Work shall be identified prior to starting work on the tasks and LSD will provide written acknowledgement of the scope and fee reduction to the Town.



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April 3, 2008

Jackie Keller
Logan Simpson Design
51 West Third Street
Suite 450
Tempe, AZ 85281

RE: Payson Parks Recreation, Trails and Open Space Financing Plan
Scope of Work and Budget

Dear Jackie:

Thank you for the opportunity to provide you with a scope of work and budget for preparing a financing plan to accompany the Payson Parks Recreation, Trails and Open Space Master Plan that Logan Simpson Design will be preparing on behalf of the Town of Payson.

Project Understanding

The Town of Payson has requested a scope of work to supplement Logan Simpson Design's proposal for the update of the Town's Parks Recreation, Trails and Open Space Master Plan. This supplemental work will lay out the financing plan for implementation of the parks master plan. Below are the key tasks associated with this level of effort.

Task 1: Partnering Arrangements

To begin, we will review the opportunity for joint use facility agreements with various parties including the Payson Unified School District, Gila County, Gila Community College, and Tonto Apache Tribe. Based on existing community park and facility needs, combined with the recommended locations for new community parks, ESI will identify opportunities for partnering. We will contact the school district's facilities planning department to discuss existing and future school sites and the potential of developing shared facilities for educational programs, athletic and cultural events that could be mutually beneficial to the Town and the School District.



Task 2: Funding Mechanisms

ESI will review existing financial sources and mechanisms currently used by the Town today to fund parks and parks maintenance, such as impact fees. Research will be conducted looking at best practices of other communities including the use of user fees, sales taxes, private development agreements, bonding and other financing mechanisms.

A review of other funding mechanisms will be conducted which will include a review of existing parks, open space and community facilities impact fees, private development agreements, and grants. Assessment of their potential in the future will be conducted including an estimate of future impact fees based on growth projections and current level of service.

Task 3: Financing Plan

The findings of the preceding tasks will pave the way for the development of the financing plan for the new Parks Recreation, Trails and Open Space Master Plan. Based on the prioritized needs identified in the parks master plan, we will prepare a financing plan that identifies the prioritized need and funding/partnering requirements for parks, facilities, and park improvements. This financing plan will identify both existing and future funding sources (public and private) for plan implementation.

Meetings:

This scope of work includes two client meetings to be held during the contract period.

Meeting #1: Client kick off meeting to obtain information and data

Meeting #2: Client meeting to present the draft financing plan

Deliverables:

1. A technical memorandum discussing findings of the partnering arrangements.
2. A financing plan that identifies associated costs and funding sources for plan implementation.



Fee and Timeframe:

The total fee for the preparation of this scope of services is \$15,246. Completion of the financing plan will be done in concert with the Payson Parks Recreation, Trails and Open Space Master Plan. The timeframe is approximately 6 weeks from the date that ESI receives the prioritized Parks Plan and cost estimates for plan implementation from Logan Simpson Design.

If I can answer any questions, please let me know.

Sincerely,

A handwritten signature in cursive script that reads 'Judie Scalise'.

Judie Scalise
Principal

Payson Parks Financing Plan
Town of Payson
3/21/2008

Hourly Rates >>		Principal \$150	Research Associate \$95	Total \$, for Personnel
Work Scope Tasks	TOTAL HRS.			
Task 1: Partnering Arrangments				
Review existing agreements	5	1	4	\$ 530.00
Identify partnering opportunities	3	1	2	\$ 340.00
Contact school district and others	17	1	16	\$ 1,670.00
Draft technical memo	9	1	8	\$ 910.00
Task 2: Funding Mechanisms				
Review existing sources including impact fees	8	8	0	\$ 1,200.00
Best practice research	14	2	12	\$ 1,440.00
Assess potential of various funding/partnering mechanisms	8	4	4	\$ 980.00
Project future impact fee revenues	9	1	8	\$ 910.00
Task 3: Financing Plan				
Draft plan	24	16	8	\$ 3,160.00
Finalize plan	8	4	4	\$ 980.00
Meetings with Client:				
1st meeting (data collection)	8	8	0	\$ 1,200.00
2nd meeting (presentation)	8	8	0	\$ 1,200.00
TOTAL FOR ALL PERSONNEL	121	55	66	\$ 14,520.00
Reimbursable Expenses:				\$ 726.00
TOTAL FOR PERSONNEL AND EXPENSES:				\$ 15,246