

COUNCIL DECISION REQUEST

SUBJECT: State Routes 87 and 260 Landscape and Signage Guidelines (Town-wide)

MEETING DATE: April 17, 2008

PAYSON GOAL: NEW: X EXISTING: X

ITEM NO.:

TENTATIVE SCHEDULE:

SUBMITTED BY: Jerry Owen

AMOUNT BUDGETED: \$25,000.

SUBMITTAL TO AGENDA
APPROVED BY TOWN MANAGER

EXPENDITURE REQUIRED: \$42,205.

CONT. FUNDING REQUIRED: \$17,205.

EXHIBITS (If Applicable, To Be Attached):
Scope of Services with Draft Agreement

POSSIBLE MOTION: "I move to approve the attached scope of work and fee proposal from A Dye Design in the amount of \$42,205 and authorize the Mayor to execute all necessary contract documents.

SUMMARY OF THE BASIS FOR POSSIBLE MOTION:

The attached scope of work will generate design guidelines for landscaping and signage along State Routes 87 and 260. These guidelines are expected to provide clear direction for the Town and the business community regarding beautification and signage improvements along the major commercial corridors. Council considered letting a similar contract about one year ago with students from the Tejido Group at the University of Arizona. Recently, the Tejido representative informed staff they are not interested in this contract.

PROS:

These Landscape and Signage Guidelines will assist the Town, its boards and commissions and the business community, in efforts to beautify the community, direct residents and visitors to events and attractions and ultimately improve tourism and economic development activities.

CONS:

PUBLIC INPUT (if any):

This type of proposal has been supported by various groups and individuals for some time.

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

FUNDING:

Account Number:	5-6428-05-8315	Title:	Amount: \$ 25,000.
Account Number:	5-1411-01-6904	Title:	Amount: \$ 17,205.
Account Number:		Title:	Amount: \$
Account Number:		Title:	Amount: \$
			Total Cost: \$ 42,205.

CFO: _____

Date: _____

APR 17 2008 I.L.



ADYE DESIGN

January 28, 2008

Debra Galbraith, Town Manager
Town of Payson
303 N. Beeline Highway
Payson, AZ 85541

Re: Scope and Fee Proposal for Landscape & Signage Guidelines
State Route 87 and 260

Dear Debra:

Thank you for requesting a scope and fee proposal for developing guidelines for SR 87 and SR 260 through the heart of Payson. As requested, A DYE DESIGN is submitting this draft fee proposal for Landscape and Signage Guidelines within the Arizona Department of Transportation rights of way deeded to the Town of Payson as described in the Exhibit A and as discussed on January 3, 2008.

We propose to complete the guidelines described herein for a Lump Sum fee of:
\$42,205.00

The attached Scope of Services delineates the itemized tasks and is the basis of the Fee for the work, with the stated assumptions.

Please contact me if you wish to discuss this proposal or need further information. Thank you for your attention. If this fee and proposal meets with your approval, please sign and return an original when it comes in the mail.

Sincerely,
A DYE DESIGN INC.

Angela D. Dye, FASLA
Principal

Approved by: TOWN OF PAYSON

Date

Attachments

SCOPE OF SERVICES
Town of Payson SR 87 & 260 Rights of Way
Landscape & Signage Design Guidelines

GENERAL

It is the intent of this work effort for **A DYE DESIGN (ADD)**, acting as a consultant to TOWN OF PAYSON, to provide landscape and signage design guidelines for rights of way adjacent to State Route 87, commencing near the Tonto Apache Casino and terminating at the Tyler Parkway roundabout, & State Route 260, from the eastern Town limits, near the east boundary of the Rim Club, to the junction of SR 260 and 87. The TOWN is now the owner of the rights of way adjacent and parallel to these roadway corridors (back of curb to property line), which range in width from 5 feet to 60 feet on each side. The TOWN intends to assume maintenance of these areas and desire to enhance the visibility of businesses along the routes while managing the aesthetics, image and identity of the community public realm.

The purpose of the Design Guidelines is to develop landscape and sign placement direction and aesthetics within the state highway rights of way, to provide guidance to adjacent property owners for maintenance of their roadway frontage, and to assist the TOWN in review and approvals of improvements proposed for the rights of way in these corridors.

Major components of the Design Guidelines will include: 1) a master plan layout and plant palette for landscape and hardscape improvements, using the existing Native and Low Water Use Plant List as provided by the Town's Water Department, and additional recommendations as determined necessary from **ADD**, with hardscape materials and finishes with typical uses for each; and 2) a master sign design guideline based on programming, research, design criteria, and guideline development. The Guidelines will assume little provision for watering and likely no automatic irrigation system.

The Sign Design Guidelines will be developed by **ADD**'s subconsultant, JRC Design, based on their attached Scope of Work. JRC will work in parallel and concurrently with **ADD** to develop a cohesive set of guidelines. The Sign Guidelines will be reviewed by a Focus Group made up of local stakeholders and established by Town staff. Town staff will also review and comment, with the Guidelines presented for approval and adoption by Town Council.

Work will be accomplished using electronic aerials, site plans and backgrounds prepared or in the possession of the TOWN OF PAYSON as base maps, preferably at 1" = 60' scale. The work will be prepared by **ADD** and its subconsultant, JRC Design, and reviewed by the TOWN OF PAYSON. Project status meetings will be at a designated location in the TOWN OF PAYSON.

Scope and Tasks

A. Review of Existing Materials. **ADD** will compile an overview inventory of existing plant materials, hardscape, lighting, and inert materials that may influence how the Guidelines will be developed and what conditions need to be incorporated into the Guidelines. **ADD** will recommend specific removals or replacements as necessary based on health of plant material and safety or security concerns.

Product: Overview Inventory

Schedule: Inventory and site work will commence immediately after Notice to Proceed.

This task will likely take 1 week.

B. Establish a Vision for the Rights-of-way. With TOWN OF PAYSON staff (and others as

invited by staff), a vision for these corridors will be crafted from work previously done for the Main Street project in November 2007. This vision and major goals will be shared with staff and invited stakeholders in a Focus Group format to confirm direction for the Design Guidelines. The meeting will also include a discussion of sign visibility, design aesthetics, placement, and existing conditions that may influence provisions of the Design Guidelines. The vision will be developed with the intent that improvements complement the existing materials, but anticipate proposed installations of both buildings and landscape elements.

ADD will also verify a maintenance budget for the rights of way area with the TOWN OF PAYSON. Stakeholders that may be included are representatives of the Green Valley Redevelopment Area Association, Payson Regional Economic Development Corporation, the Rim Country Regional Chamber of Commerce, Town of Payson Design Review Board, Town of Payson Beautification Committee, and individual business owners.

Product: Draft Vision and goals for guidelines; stakeholder meeting summary notes; refined Vision and Goals

Schedule: This task can occur in the latter part of the Inventory week or shortly thereafter, based on participants' schedule. This is a one day event, plus preparation and compilation time before and after.

C. Design Guidelines Development. The Landscape Design Guidelines document will recommend design direction for each landscape materials component which may include roadway and driveway paving, special walkway paving and layout, walls, fences, plant materials, inert materials – and set parameters for future designers and maintenance personnel to consider. The Design Guidelines may include sketches, materials palettes, dimension drawings of materials; product cut sheets, pictures, and explanatory text. An overall map of the 2 corridors that delineates treatment types and possible sub areas for consideration, such as driveways, gateways and intersections will be developed and coordinated with the Signage Design Guidelines to ensure continuity between recommendations.

The Sign Design Guidelines component will be developed concurrently and is intended to include design criteria for desired shapes and forms for various sign elements, color and material recommendations, and type style/font and layout recommendations. Roadway sign types to be considered include gateway/entry monuments, directional and wayfinding, destination markers, and commercial monument signage design standards for signs to be placed in public rights of way.

Product: Draft Design Guidelines for rights of way and signage

Schedule: This task will likely take 4 weeks to compile data, write the guidelines, and prepare a product for presentation.

D. Draft Guidelines Presentation. The draft Design Guidelines document will be presented to staff, appropriate stakeholders, and the Town Council. Comments will be discussed with TOWN OF PAYSON staff for inclusion into the final Design Guidelines. Submit a written preliminary draft of the guidelines document for staff for review.

Product: Presentation to stakeholders and staff

Schedule: This task is dependent on staff and stakeholder review; once comments are received, and the review does not entail extensive revisions, the document will take a minimum of 2 weeks to edit.

E. Final Documentation. Comments will be received from staff and stakeholders, with

comments to be incorporated into the Final Document. The final documentation will be submitted by **ADD** and JRC Design to TOWN OF PAYSON staff. (The TOWN OF PAYSON will be responsible for integrating the Design Guidelines into local codes and ordinance.)

Product: Final Design Guidelines

Schedule: This task anticipates a 2 week turnaround from staff for comments; if comments are not extensive, a one week turnaround to a final product is likely.

Assumptions.

ADD will not be showing site-specific location of materials or designing spaces except at a conceptual and general (Master Plan) level. TOWN OF PAYSON will provide information on existing materials, property line and easement delineations and mapping in a CAD, aerial or other mutually acceptable format. If future work is to be shown, TOWN OF PAYSON will provide maps.

Meetings.

ADD will attend up to four (4) coordination meetings in Payson.

Products.

- Inventory memo, plan, pictures and Vision statement.
- Design Guidelines document – approximately 25 pages (8 ½ x 11 or 11 x 17), color, three submittals, and three hard copies each.
- Presentation for Design Guidelines presentation (possibly PowerPoint or large graphic format).
- Final document hard copy, and on disk, as a PDF document.



JRC DESIGN

4634 North 44th Street Phoenix, Arizona 85018

602.224.5100 tel. 602.224.5102 fax www.jrcdesign.com

EXHIBIT A | PROPOSAL

Project: State Rt 260/87 ROW Signage Study
Client: Town of Payson
Date: February 5, 2008

Based on our conversation/meeting with A DYE Design, JRC Design is pleased to provide our proposal for a highway study for the Town/private use for signage in the rights of way along highway 87/260 through the Town of Payson.

The proposal is separated into phases and services with time schedules and fees, along with an outline of services through the following phases:

Planning	Research, Programming and Wayfinding
Design	Schematic Design and Design Development
Documentation	Design Guidelines

This Proposal includes the following signage and graphic services:

- Wayfinding and user needs analysis
- Development and Documentation of signage and graphics Guidelines

Roadway Signage Considerations

- Town Gateways / Entry Monuments
- Destination markers and locators
- Payson Directional /Wayfinding System
- Commercial signage design standards in rights-of-way

PLANNING

Research, Planning & Programming

The success of final locations and designs of the entire project, lies in the research, planning and programming for a community wide acceptance and the functionality of this type of signage system. JRC Design will work with the Town, it's representatives and A DYE Design in the coordination and development of the general design criteria for the Signage Guidelines. The initial phase of Planning and Programming studies include:

- Photo-document existing signage and site conditions for use in our project evaluations and for Town of Payson presentations.
- Evaluate project aerial and cad plans for existing city and private property lines, street center lines, DOT rights-of-way setbacks etc.;
- Hold an all inclusive stakeholders meeting with Town staff, business organizations, historic preservation organizations, visitors/tourist bureau personnel, park and rec personnel, County and DOT representatives, and others as deemed necessary to help establish goals for the program – Discussions will include audience/user considerations, daytime vs. evening travel

Town of Payson
260/87 Signage Study Environmental Graphics Package
February 5, 2008 | EXHIBIT A.1



JRC DESIGN

needs, design criteria, image and identity issues, growth goals, functional requirements for flexibility, vandal resistance, and maintenance issues;

- Work with all other design disciplines included in the project for coordination with new landscape and architectural design concepts/features, engineering requirements, site specific and Town ordinance restrictions;
- Review existing and proposed plans to determine operational and functional requirements of the study area for the type of signage appropriate to typical area needs. Various location conditions will impact size, visibility, location and hierarchy of the signage system;
- Review proposed guidelines to ensure the signage meets participants needs.

The information obtained from these surveys and studies will form the basis for the hierarchy of spaces and signage types to be included in the Guidelines. This will be presented on a master site plan that will show proposed (typical) locations of the various sign types, traffic flows, gateways, landmarks and roadway types for the entire project.

The proposed program presentation will be made to the Client and stakeholders with the design team for review, comments and approvals to move forward with development of the guidelines. The results of this meeting, in conjunction with site survey information and photo documentation, will establish the goals and criteria for design of the Guidelines. If needed, revisions to the scope and needs will be made, and a revised presentation will be prepared for the Client's approval before proceeding into the schematic design phase.

Design Fees \$8,500.00

DESIGN & DOCUMENTATION

"Criteria" Design

For the various signage recommendation for the program, conceptual sketches will be presented as along with graphic notes and ideas that address the following criteria that will become the Signage Guidelines:

- Provide recommendations for any changes to the existing proposed guidelines and how they can be implemented in the signage of the area, or needs for adjustment to work effectively for all parties;
- Basic shapes and forms of the various signage elements, description of how they should be used in typical locations;
- Color and material recommendations that complement landscape and building themes and tenant identities and that provide ease and flexibility for continued long-term use;
- Type style (fonts) and layout recommendations that are secondary to the main identity style and format;
- A proposed color system for optimum readability yet complements the existing facilities, businesses and tenants;



JRC DESIGN

Design Guidelines

The proposed program presentation will be made to the Client and stakeholders with the design team for review, comments and approvals to move forward with documentation of the guidelines. The results of this meeting, in conjunction with the previously approved site information, photo documentation and any design recommendations will be produced into the final set of Guidelines. The document will be designed to be a stand alone booklet for use as the rights-of-way signage criteria package.

Design Documentation Fees: **\$8,500.00**

Meetings and Town Representation

Throughout the project, there is planned for four (4) trips or meetings in Payson for presentations and development of the Design Guidelines shall not exceed a total of ten (10) hours for the various meetings as follows:

- Initial meeting with project coordinator
- Stakeholder meeting and survey presentation
- Recommendations for signage and guidelines concepts
- Final review and completion of Guidelines

Meetings will be held with A DYE Design and will follow the their proposed schedule. (See A DYE Design proposal.)

Meeting Time Fees: **\$1,500.00**

PROJECT FEES

Reimbursable Expenses

Estimates provided at any time during the project for reimbursable expenses or estimates of implementation charges such as fabrication or installation are for planning purposes only. They represent the best judgment of the design consultants, but shall not be considered a guarantee that project bids or costs will not vary or increase. If it is anticipated that these fees will exceed our estimation, the Client will be notified in writing for approval.

Reimbursable expenses budget - Not to Exceed **\$2,100.00**

Summary of Design Fees

The fees for Professional Environmental Graphic Design as described in the above phases will not exceed \$20,600.00 unless JRC Design receives written authorization from the Client to proceed beyond the scope of this proposal.

Planning	Research, Programming and Wayfinding	8,500.00
Design	Criteria Design and Documentation	8,500.00
	Meetings	1,500.00
Total Professional Design Services		\$18,500.00
Reimursables		\$2,100.00

**AGREEMENT
BETWEEN A DYE DESIGN INC.
AND THE TOWN OF PAYSON
FOR PROFESSIONAL SERVICES IN CONNECTION WITH
LANDSCAPE AND SIGNAGE GUIDELINES FOR
STATE ROUTES 87 AND 260**

THIS AGREEMENT entered into this ___ day of _____, 2008 by and between A DYE DESIGN, Inc., 99 E. Virginia Avenue, #175, Phoenix, AZ 85004 (hereinafter referred to as the "Landscape Architects" or "LA") and the Town of Payson, a municipal corporation, located at 303 North Beeline Highway, Payson, Arizona 85541 (hereinafter referred to as "Client") (collectively "the Parties").

RECITALS

- A. Client desires to engage LA to provide professional services; and
- B. Client finds that the proposed Scope of Services and terms of this Agreement are acceptable; and
- C. LA 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. Engagement of LA. Client hereby engages LA and LA hereby agrees to perform the professional services as set forth herein.
- B. Scope of Services. LA shall perform, in a proper and professional manner, the services set forth in the Scope of Services, marked Exhibit "A", attached hereto, and by this reference incorporated herein as though set forth in full at this point. The work is generally described as:

Landscape and Signage Guidelines for State Route 87 and 260.
- C. Time for Completion. Within 180 days from the date of execution of this Agreement.
- D. Extra Services. LA shall provide extra services, not specifically called for in Exhibit "A", Scope of Services, upon written 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 LA 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 Scope of Services, the time of performance of the services of LA and the compensation therefore shall be adjusted appropriately and shall be incorporated in written amendments to this Agreement. Notwithstanding the foregoing, LA 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 LA, for the services set forth in Exhibit "A", Scope of Services, a lump sum fixed fee of Forty Two Thousand, Two Hundred and Five Dollars and 00/100 (\$42,205.00). This sum includes all charges and reimbursable expenses for A Dye Design, Inc. and JRC Design.

G. Payment. LA 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 LA for services performed as set forth in Exhibit "A", Scope of Services, within thirty (30) days after receipt of LA's bill therefore the amounts due LA shall include a charge at the rate of 1.50% per month from said day; and in addition LA may suspend services under this Agreement until it has been paid in full all amounts due it for services and expenses. LA 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. 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. Client will not reuse the documents for any other project unless LA has given written authorization to do so.

I. Delays Beyond the Control of LA. It is agreed that events which are beyond the control of LA 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 LA is delayed beyond its control, LA shall notify, in writing, the Client of such delay and the reason therefore, and Client shall extend the time of performance appropriately.

J. Liability of LA. LA shall be liable only for damage caused by negligence of it, its employees, sub-consultants or subcontractors. LA 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 LA to provide appropriate certificates of insurance to the client prior to their performing of any work relating to this Agreement.

K. Problems. Any problems relating to the services provided herein are to be brought to the attention of LA as soon as encountered and, if possible, before LA incurs any obligations. LA 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.

L. Indemnification. To the fullest extent permitted by law, LA shall, indemnify and hold harmless the Client, its agents, officers, officials and employees from and against all tortuous claims, damages, losses and expenses (including but not limited to reasonable 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 LA, its agents, employees, or any tier of LA's sub-consultants in the performance of this Agreement. LA's duty to hold harmless and indemnify the Client, 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 there from, caused by any LA's negligent acts errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of LA, any tier of LA's subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services LA 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.

M. 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 Client, constitute a material breach of this Agreement.

LA's insurance shall be primary insurance as respects to the Client, and any insurance or self-insurance maintained by the Client shall not contribute to it.

LA shall comply with the claim reporting provisions of the insurance policies and not cause any breach of an insurance policy warranty that would affect coverage afforded under the insurance policies to protect the Client.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Client, its agents, officers,

officials and employees for any claims arising out of LA'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 Client under such policies. LA shall be solely responsible for the deductible and/or self insured retention and the Client, at its option, may require LA 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 Client, its agents, officers, officials and employees as Additional Insureds.

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, LA shall furnish the Client with Certificates of Insurance, or formal endorsements as required by the Agreement, issued by LA'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 LA'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 Client fifteen (15) days prior to the expiration date.

N. 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 LA all monies owed under this Agreement for all work performed up to the effective date of termination. In the event of such cancellation, all work performed by LA 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 LA. Unless sooner terminated, this Agreement shall terminate fourteen (14) calendar days after completion of the work included in the Scope of Services.

O. Publicity. No information relative to the Scope of Services shall be released by LA for publication, advertising, or for any other purpose without the prior written approval of the Client.

P. 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.

Q. Entire Agreement. This Agreement, with attachments, represents the entire understanding between Client and LA in respect to the Scope of Services, 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.

R. Successors and Assigns. Client and LA 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 LA shall assign, sublet or transfer its interest in this Agreement without the written consent of the other; however, LA may employ others to assist it 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 LA.

S. 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 contracts 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, LA 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: (928) 474-5242
FAX: (928) 472-7490

By: _____ Attest: _____
Mayor Town Clerk

A DYE DESIGN, Inc.
99 E. Virginia Avenue #175
Phoenix, AZ 85004
Telephone: (602) 234-2111

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:

Identification of parties;

Offer and acceptance;

Existence of Agreement consideration (we do not review to determine if consideration is adequate);

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 _____, 2008.

By _____
Samuel I. Streichman, Town Attorney

EXHIBIT 'A'
SCOPE OF SERVICES