

**RESOLUTION NO. 2898**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PAYSON, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT (“IGA”) BETWEEN THE RIM COUNTRY EDUCATIONAL ALLIANCE (“RCEA”) AND THE TOWN OF PAYSON, AN ARIZONA MUNICIPAL CORPORATION (“PAYSON”), FOR PLAN REVIEW AND FIELD INSPECTION SERVICES.**

**WHEREAS**, Title 11, Chapter 7, Article 3 (A.R.S. § 11-952) authorizes two or more public agencies to enter into Intergovernmental Agreements to contract for services, if authorized by their legislative or governing bodies; and

**WHEREAS**, A.R.S. § 11-952.02 authorizes Cities and Towns to form a separate legal entity pursuant to an Intergovernmental Agreement; and

**WHEREAS**, pursuant to A.R.S. § 11-952.02, the Town of Payson and the Town of Star Valley created the Rim Country Educational Alliance, as a separate legal entity, by approving and adopting an Intergovernmental Agreement; and

**WHEREAS**, the Town of Payson passed and adopted Resolution No. 2617 on July 7, 2011 approving and adopting said Resolution; and

**WHEREAS**, the RCEA and PAYSON (“Parties”) are authorized to enter into this Agreement pursuant to A.R.S. §§ 11-951, 952 and A.R.S. § 9-952.02, et seq.; and

**WHEREAS**, the Parties desire to enter into this IGA for the purpose of having PAYSON provide Plan Review and Field Inspection Services on the property acquired from the USFS and designated for Educational Purposes within the Town limits.

**NOW, THEREFORE, THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PAYSON, ARIZONA, DO HEREBY RESOLVE AS FOLLOWS:**

Section 1: That the Intergovernmental Agreement between the Rim Country Educational Alliance and the Town of Payson, attached hereto marked Exhibit I, is approved in substantially the form attached.

Section 2: That Kenny J. Evans, Mayor of the Town of Payson, is authorized to execute said Intergovernmental Agreement in substantially the form attached.

Section 3: That the Town of Payson and its Town Officials are authorized to take such other and further actions as may be necessary or appropriate to carrying out the intent of this

*Page 1*

**JAN 21 2016** *D. 2*

Resolution.

**PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PAYSON, ARIZONA, this 21<sup>st</sup> day of January, 2016, by the following vote:**

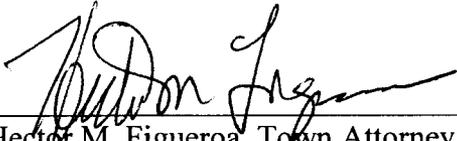
AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSTENTIONS \_\_\_\_\_ ABSENT \_\_\_\_\_

\_\_\_\_\_  
Kenny J. Evans, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Silvia Smith, Town Clerk

  
\_\_\_\_\_  
Hector M. Figueroa, Town Attorney

**EXHIBIT I  
TO  
RESOLUTION 2898**

**(RCEA INTERGOVERNMENTAL AGREEMENT)**

**EXHIBIT I  
TO  
RESOLUTION 2898**

**(RCEA INTERGOVERNMENTAL AGREEMENT)**

**AGREEMENT  
BETWEEN THE TOWN OF PAYSON  
AND THE RIM COUNTRY EDUCATIONAL ALLIANCE / RIM COUNTRY  
EDUCATIONAL FOUNDATION  
FOR PLAN REVIEW AND  
FIELD INSPECTION SERVICES**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Town of Payson, an Arizona municipal corporation (hereinafter, "Payson") and the Rim Country Educational Alliance (hereinafter "RCEA")/Rim Country Educational Foundation (hereinafter "RCEF), the RCEA being a Separate Legal Entity and the RCEF being an Arizona Limited Liability, a 501.c.3 organization. (collectively "the Parties").

**RECITALS**

- A. Payson provides its citizens with plan review and inspection services through the Payson Community Development Department (hereinafter, "Department").
- B. RCEA has adopted zoning, building, and development codes Section 150-154 of the Town of Payson, which require plan review and field inspections.
- C. RCEA/RCEF desires to contract with Payson to provide plan review and field inspection services for horizontal and vertical construction within and adjacent to the RCEA/RCEF Property.

NOW, THEREFORE, in consideration of the mutual promises, covenants and considerations herein contained, and pursuant to the terms and provisions herein, the Parties hereby agree as follows:

- 1. Term.
  - 1.1 This Agreement shall be effective as of the date written above and shall remain in effect until December 31, 2020 or until cancelled upon 90 days written notice by either party.
  - 1.2 The parties may extend this Agreement for additional terms of 12 months if, prior to the expiration of the current term, the RCEA/RCEF requests an extension in writing and the Payson Town Manager agrees to such extension request in writing.
  - 1.3 Upon termination of this Agreement, Payson shall return all pending applications and open permits to the RCEA/RCEF and shall not have any additional obligations with respect to such applications or permits.
- 2. Plan Review and Building Inspection Services.
  - 2.1 Payson, through the Public Works and Community Development Departments, will provide Improvement and Building Plan Review and Building and Construction Inspection Services ("Services") as described on Exhibit A, attached hereto, within and adjacent to the RCEA/RCEF Property.
  - 2.2 The Managers of the Parties may mutually agree to modify the Services described on Exhibit A, so long as such mutual agreement is in writing and signed by each. If such a modification of

Services is agreed to, such modification may also include an increase in the compensation rate set forth in Paragraph 5.

3. Manner of Providing of Services.

3.1 Payson shall exercise professional discretion in the providing of Services.

3.2 Payson will use its best efforts to provide Services at the same level and in the same time periods as Payson provides to its citizens. If a scheduling or time conflict exists between the Services to be provided under this Agreement and comparable services to be provided to the citizens of Payson, Payson may prioritize its own citizens ahead of the Services to be provided under this Agreement.

3.3 Payson will provide all Services, except field inspections, out of its facilities at 303 North Beeline Highway, Payson, Arizona.

3.4 The Services may be provided by Payson employees or by outside contractors and/or consultants retained by Payson.

4. Personnel Oversight.

4.1 The Parties agree that all management, control, oversight, supervision or direction provided to the Payson's employees and any outside contractors and/or consultants retained by Payson is solely within the authority of Payson.

4.2 Payson shall have the sole responsibility and the sole discretion of determining the level and amount of resources, including equipment and personnel, to be provided under the obligations of this Agreement.

4.3 If an employee or an appointed official of the RCEA/RCEF has a question, concern, or issue with the conduct of a Payson employee or outside contractor or consultant, such employee or appointed official shall forward such question, concern, or issue to the **RCEA/RCEF** who may communicate such question, concern, or issue to the Payson Town Manager.

5. Compensation.

For all activities performed by the Town of Payson for the RCEA/RCEF not covered in Section 8 of this Agreement, the following shall apply:

5.1 The Chairman of the RCEA or RCEF may request services in addition to those enumerated in Section 8 of this agreement. Payson Employees shall document all time spent by its employees on such services, rounded to the nearest ½ hour. Payson shall bill the RCEA/RCEF for these services in accordance with the rates set forth in Exhibit B or Exhibit C.

5.2 For services performed per subsection 5.1, the RCEA/RCEF shall pay Payson one and one half times the rate set forth in Exhibit B or Exhibit C for any time spent on the services if any nonexempt Payson employee works more than 40 hours in a work week and during such week performs services under this Agreement. The rate under this subsection shall be limited to the number of hours the employee worked over 40 in such week. All other hours shall be billed pursuant to subsection 5.1.

5.3 For services performed per subsection 5.1, the RCEA/RCEF shall pay Payson one and one half times the rate set forth in Exhibit B for any time spent on the Services that is required to be performed outside normal business hours.

5.4 At the time of any extension pursuant to Paragraph 1.2, the Parties may agree in writing to adjust the rates in Exhibit B or Exhibit C.

6. Invoice and Payment.

6.1 Payson shall invoice the RCEA/RCEF monthly for any amounts due pursuant to Section 5 of this Agreement. RCEA/RCEF shall pay such invoice within 15 days.

6.2 In the event the RCEA or RCEF does not pay any invoice within 15 days, Payson may cease to provide the Services or terminate this Agreement at Payson's option and in its sole discretion.

7. Cooperation.

7.1 The RCEA/RCEF agrees to cooperate with Payson in the performance of Payson's obligations under this Agreement.

This Section Does Not Apply

7.2 The RCEA/RCEF, at its expense, shall provide Payson with current copies of the RCEA/RCEF's zoning, building, development, and any other applicable codes (including all applicable maps).

7.2 The RCEA/RCEF shall notify Payson upon approval of any change to any of the RCEA/RCEF's codes within 48 hours of such approval.

7.3 Payson and the RCEA/RCEF will mutually agree to a permit review, issuance, and inspection process. Such process shall be reduced to writing and address the following: location of application submission, payment of fees, verification that all applicable fees have been paid, status updates on pending applications or permits, and any other items deemed appropriate by the Parties. The initial process agreed to by the Parties is attached hereto as Exhibit C. Such process may be amended by mutual consent of the Parties.

8. Plan Review and Permit Fees.

8.1 Community Development Department Plan Review and Permit Fees shall be paid to the Town of Payson as per the Town's Standard Fee and Charges Schedule, Exhibit B. These fees shall be paid directly to the Town of Payson. The plan review fee shall be paid prior to plan review and the permit fee shall be paid prior to issuance of a permit.

8.2 Public Works Department Plan Review and Permit Fees shall be paid to the Town of Payson as per the Town's Standard Fee and Charges Schedule, Exhibit C. These fees shall be paid directly to the Town of Payson prior to final plan approval and issuance of a permit.

9. Public Records.

9.1 Payson shall maintain all records applicable to a permit and/or application during the time any application and/or permit is open.

- 9.2 If a permit application is denied or no action is taken on an application for 60 days, Payson shall forward the original documents relating to such application to the RCEA/RCEF for retention.
- 9.3 If a permit expires or a final approval is issued, Payson shall forward the original documents relating to such building permit to the RCEA/RCEF for retention.
10. Insurance. The Town of Payson is a member of the Arizona Municipal Risk Retention Pool ("AMRRP"). If the Town leaves AMRRP, it shall notify the other Party within 30 days, obtain substitute insurance and name the other Party as an additional insured.
11. Authorized Presence Requirements/Government Procurement (A.R.S. 41-4401).
- 11.1 The Parties warrant their compliance with all Federal immigration laws and regulations that relate to their employees and with A.R.S. §23-214(A).
- 11.2 A breach of the warranty under Section 11.1 shall be deemed a material breach of this Agreement and shall be subject to penalties up to and including termination of this Agreement.
- 11.3 The Parties retain the legal right to inspect the papers of each other to ensure that each is complying with Section 11.1.
12. Choice of Law; Dispute Resolution; Venue.
- 12.1 This Agreement shall be governed and construed in accordance with the laws of the State of Arizona.
- 12.2 With the written consent of the 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 binding arbitration or mediation in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-1501, et seq.
- 12.3 The venue for any such dispute shall be Gila County, Arizona, and the Parties consent in advance to such venue and jurisdiction.
- 12.4 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. Each Party shall bear its own attorneys' fees without contribution from the other party, whether the same is resolved through arbitration, mediation, litigation in a court, or otherwise.
13. Indemnification. Payson shall hold harmless the RCEA/RCEF, its Board Members, officers, employees, agents, and attorneys and the RCEA/RCEF shall hold harmless Payson, its Council Members, officers, employees, agents, and attorneys from any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and cleanup actions of any kind, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and costs of defense arising, directly or indirectly, in whole or in part, out of the exercise of this Agreement. In proceeding to and returning from the property of the RCEA/RCEF and while providing Services, Payson and all of its agents, employees, contractors and volunteers shall be considered to be employees of Payson for all purposes and not under the direction and control of the RCEA/RCEF or any of its Board members, employees, contractors or agents.

14. Other Terms.

- 14.1 Entire Agreement. This written instrument constitutes the entire agreement between the parties and all prior agreements related to the same subject matter, written or oral, are merged with this Agreement.
- 14.2 Modification, Amendment. Except as provided in Paragraphs 1.2, 2.2, and 5.6, this Agreement shall not be altered, modified or amended in whole or in part except by a similar written instrument executed with the same formalities as this Agreement.
- 14.3 Counterparts. This Agreement may be executed in several counterparts.
- 14.4 Authority. The Parties represent and warrant to each other that the execution and performance of this Agreement has been duly authorized by the respective responsible officers of each Party.
- 14.5 Paragraph Headings. The subject headings of paragraphs are included for the purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.
- 14.6 Other Acts. The Parties agree to execute, acknowledge and deliver such other documents and instruments and perform such other acts as may be reasonably necessary or appropriate to carry out the full intent and purpose of this Agreement.
- 14.7 No Third Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
- 14.8 No Partnership. It is not intended by this Agreement to create any partnership or joint venture between the Parties.
- 14.9 Notices; Mailing Addresses. All notices, consents or other communications required or permitted hereunder shall be deemed sufficient if given in writing addressed and mailed by United States Mail, or delivered to the party for which the same is intended, as follows:

**Town of Payson  
303 North Beeline Highway  
Payson, Arizona 85541  
Attention: Town Manager**

**RCEA  
303 N. Beeline Highway  
Payson, AZ 85541  
Attention: Su Connell  
RCEF  
308 E. Aero  
Payson, AZ 85541  
Attention: Gary Cordell**

- 14.10 Cancellation. This Agreement is subject to the provisions of A.R.S. § 38-511, the terms of which are included herein.
- 14.11 Time of Essence. Time is of the essence of this Agreement and all of its parts.
- 14.12 No Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by a Party of a breach of any of the covenants of this Agreement shall be construed as a

waiver of any proceeding or succeeding breach of the same or any other covenant or condition of this Agreement.

14.13 Non-Appropriation/Non-Receipt. Nothing herein shall be construed as obligating either of the Parties to expend, or as involving either 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. Nor shall anything herein be construed as obligating either Party to expend, or as involving either Party in any contract or other obligation for the future payment of money if such Party does not have sufficient revenues for such expenditure.

14.14 Construction of Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of or against the party drafting this Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

RCEA  
Jim Lyon,  
Chairman

RCEF  
Gary Cordell,  
President

FOR THE TOWN OF PAYSON:

\_\_\_\_\_  
LaRon Garrett,  
Town Manager

## APPROVAL AS TO FORM

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

1. Identification of parties to the Contract;
2. Offer and acceptance;
3. Existence of contract consideration but not whether consideration is adequate;
4. Town authority to enter into the transaction;
5. Town Officials signatory authority;
6. That certain provisions specifically required by statute are included as contract terms (i.e., provisions concerning non - availability of funds and conflict of interest, A.R.S. § 38 -511).

The Town of Payson Legal Department has limited the legal review as noted herein. Therefore, approved as to form should not be deemed as approval of the appropriateness of the terms or conditions of the contract or the underlying transaction. In addition, approval as to the form should not be considered approval of the underlying policy considerations addressed by the contract.

APPROVED AS TO FORM

By

  
Hector M. Figueroa, Town Attorney

Date:

1/12/16

**EXHIBIT A**  
**AGREEMENT BETWEEN THE TOWN OF PAYSON**  
**AND THE RCEA/RCEF**  
**FOR PLAN REVIEW AND FIELD INSPECTION SERVICES**

Plan Review and Field Inspection Services shall include:

Community Development Department

1. Residential and Commercial Plan Review, Permit issuance, and associated inspections.
2. Over the counter consultations regarding pre-application questions concerning residential and commercial building permits.
3. Zoning reviews and associated inspections in connection with a building permit application.
4. Engineering and grading review and associated inspections in connection with a building permit application.
5. Comply with any public records requests related to Plan Review and Building Inspection Services during the time that Payson has such records.

Public Works Department

1. Review of Paving, Grading, Drainage, and Water Improvement Plans and Reports for compliance with Payson Development Codes.
2. Review of Sewer Improvement Plans for any conflicts with the Paving, Grading, Drainage, and Water Improvement Plans.
3. Issue permits for the approved plans and provide associated field inspections.
4. Over the counter consultations regarding pre-application questions concerning paving, grading, drainage and water improvements.
5. Comply with any public records requests related to Plan Review and Building Inspection Services during the time that Payson has such records.

Plan Review and Field Inspection Services shall not include:

Community Development Department

1. Review of septic, sanitary sewer, or alternate waste water systems.
2. Zoning services not associated with the issuance of a building permit, any type of special use permits or conditional use permits, signs, etc.
3. Review of applicable water regulations except applicable plumbing codes.
4. Drainage or other engineering issue reviews unrelated to the issuance of a building permit.
5. Review for compliance with applicable fire codes.
6. Code enforcement unrelated to an open building permit.
7. Zoning Administrator or Board of Adjustment related activities (including, but not limited to zoning appeals).

Public Works Department

1. Review of septic, sanitary sewer, or alternate waste water systems. All sanitary sewer review for code compliance will be done by the Northern Gila County Sanitary District.
2. Construction issues not associated with the issuance of a grading or right of way permit issued for work on the RCEA/RCEF property.
3. Review for compliance with applicable fire codes.
4. Code enforcement unrelated to an open building permit.

**EXHIBIT B**  
**AGREEMENT BETWEEN THE TOWN OF PAYSON**  
**AND THE RCEA/RCEF**  
**FOR PLAN REVIEW AND FIELD INSPECTION SERVICES**

**HOURLY SERVICES NOT COVERED ON THE FOLLOWING EXHIBIT C**

DESCRIPTION	RATE/HOUR
General Employees, except as otherwise listed	\$ 50.00
Building Official	\$ 75.00
Zoning Administrator, Community Development Director, or Registered Engineer	\$ 100.00
Public Works Director	\$125.00
Outside contractors or consultants	Contract rate plus 15% (but in no case shall the rate be less than the General Employee rate above)

\*SEE EXHIBIT C attached hereto for – FEE AND CHARGES

**EXHIBIT C**

## EXHIBIT C

### COMMUNITY DEVELOPMENT FEES AND CHARGES

#### BUILDING DIVISION

#### PERMITS

The Town shall calculate the building valuation data as required by any code adopted pursuant to this chapter by utilizing the most current building valuation data as determined from time to time, and published by the International Code Council.

#### FEE CALCULATION

- A) Calculate building value by using the appropriate area calculation for the type of occupancy as provided in the most current issue of the Building Standards magazine produced by the ICC.
- B) Determine the Building Permit fee using valuation table 3-A.
- C) See miscellaneous fee listed in tables 3-A through D.
- D) Plan Review fees are calculated by multiplying the Building Permit fee by 65%.
- E) Energy Plan Review = **\$70.00** per hour when applicable.
- F) Add: B + C + D + E to calculate total building permit fee.

#### Chapter 150 Tables

#### VALUATION TABLE 3 - A

Total Valuation	Fee
\$1.00 to \$1,000	\$0.00
\$1,001 to \$2,000	\$25.00 for the first \$1,001 plus \$3.00 for each additional \$100, or fraction thereof to and including \$2,000
\$2,001 to \$40,000	\$69.00 for the first \$2,001 plus \$11.00 for each additional \$1,000, or fraction thereof to and including \$40,000
\$40,001 to \$100,000	\$487.00 for the first \$40,001 plus \$9.00 for each additional \$1,000, or fraction thereof to and including \$100,000
\$100,001 to \$500,000	\$1,027.00 for the first \$100,001 plus \$7.00 for each additional \$1,000, or fraction thereof to and including \$500,000
\$500,001 to \$1,000,000	\$3,827.00 for the first \$500,001 plus \$5.00 for each additional \$1,000, or fraction thereof to and including \$1,000,000
\$1,000,001 to \$5,000,000	\$6,327.00 for the first \$1,000,001 plus \$3.00 for each additional \$1,000, or fraction thereof to and including \$5,000,000
\$5,000,001 and up	\$18,327.00 for the first \$5,000,001 plus \$1.00 for each additional \$1,000, or fraction thereof.

## EXHIBIT C

### COMMUNITY DEVELOPMENT FEES AND CHARGES

#### MISCELLANEOUS VALUATION TABLES

Description	Fee
Copies	
11 X 17 or smaller	\$0.50 per page
11 X 17 to 24 X 36	\$1.00 per page
Larger than 24 X 36	\$0.15 per square foot
Code Books	Actual cost plus 15%
Plan Storage Boxes	\$50.00
Inspections other than routine:	<b>\$70.00</b> per hour If called from home, minimum 2 hour charge
Re-inspection	<b>\$70.00/hour</b> - minimum 1 hour charge
Inspection and Plan Review for which no fee is indicated	<b>\$70.00/hour</b> - minimum 1 hour charge
Additional Plan Review required by changes, additions, lost plans Minimum Charge 1/2 hour	<b>\$70.00 per hour</b>
Use of outside consultants for plan check and inspections, or both	Actual costs to the jurisdiction, Plus 10 %
Modular Buildings & Manufactured Homes	Maximum Fee Allowed by State Department of Fire and Life Safety

**Descriptions in this table that are listed below are valuations for single family detached miscellaneous structures not associated with a new home and require a Building Permit Fee be added to them once the appropriate fee has been calculated.**

Arizona Room	\$40.00/sq. ft.
Wood Canopy over M/H	\$30.00/sq. ft.
Metal Awning	\$10.00/sq. ft.
Metal Pre-Manufactured Carports	\$15.00/sq. ft.
Metal Barns	\$25.00/sq. ft.
Wood Covered Porch/Carports	\$20.00/sq. ft.
Wood Open Deck/Balcony	\$15.00/sq. ft.
Carnivals/Circuses/Special Events	<b>\$70.00</b> hour
Swimming Pools, each pool	
Private	\$300.00 + Plan Review <b>by the hour</b>
Public	\$800.00 + Plan Review <b>by the hour</b>
<b>TEMPORARY CERTIFICATE OF OCCUPANCY</b>	
Residential 1st six months	\$200.00
Residential after six months	\$400.00
Commercial 1st six months	\$300.00
Commercial after six months	\$600.00
<b>EXPIRED PERMITS</b>	
6 Month extension (post drywall)	10% of Original Permit Fee
6 Month extension (post frame combo/pre drywall)	30% of Original Permit Fee
One year extension (preframe combo)	100% of Original Permit Fee
Building without Permit	Investigation fee Equal to Project Permit Fee
Demolition Permit	\$40.00

## EXHIBIT C

### COMMUNITY DEVELOPMENT FEES AND CHARGES ELECTRICAL FEE TABLE 3 - C

Permit Issuance	Fee
Electrical Permit	\$24.00
Supplemental Permit	\$8.00

The following includes the unit fee schedule for electrical equipment; please include a permit fee (previously listed) with all items to follow in this table, unless otherwise noted.

Single/Two Family Residential Remodels & Additions	<b>\$0.060</b> per square foot	
Multi-family Residential	<b>\$0.055</b> per square foot	
Receptacle, switches, light fixtures and outlets:		
1st 20 fixtures, each	\$1.10	
Additional fixtures, each	\$0.75	
Signs, outline lighting and Marquees:		
Supplied from 1 branch circuit	\$24.60	
Additional branch circuits	\$4.75	(Same sign)
Solar Photovoltaic Systems		
Inverters	\$40.00	each + <b>plan review by the hour</b>
Combiners or Junction Boxes	\$30.00	each + <b>plan review by the hour</b>
Use Service Permit Fees for new service equipment		
Solar H/W System	\$35.00	Plus \$10.00/fixture
Single Family Residential System	\$175.00	Total Fee Charged
Services:		
Less than 600 volts and not over 200 ampere rated	\$30.00	
600 volts and less than 200 - 1,000 ampere rated	\$62.00	
Over 600 volts or over 1,000 amps	\$124.00	

**EXHIBIT C**

**COMMUNITY DEVELOPMENT FEES AND CHARGES**  
**MECHANICAL FEE TABLE 3 - D**

Description	Fee
Mechanical Permit	\$ 24.00
Supplemental Permit	\$ 8.00

The following includes the unit fee schedule for mechanical equipment; please include a permit fee (previously listed) with all items to follow in this table, unless otherwise noted.

Furnace, including ducts 100,000 BTU or less	\$ 15.00
Furnance, including ducts over 100,000 BTU	\$ 18.00
Suspended Unit Heater	\$ 15.00
Air Handlers up to and including 10,000 CFM	\$ 11.00
Air Handlers over 10,000 CFM	\$ 18.00
Incinerator/domestic	\$ 18.00
Incinerator/comm/industrial	\$ 14.00
Miscellaneous (Unclassified mech. equipment) For Pellet & Woodstoves only charge this unit fee	\$ 11.00

**PLUMBING PERMIT FEE TABLE 3 - E**

Description	Fee
Plumbing Permit	\$ 24.00
Supplemental Permit	\$ 8.00

The following includes the unit fee schedule for mechanical equipment; please include a permit fee (previously listed) with all items to follow in this table, unless noted otherwise.

Fixtures (trap)	\$ 10.00
Water Heaters	\$ 12.00
Gas piping 1-5 outlets	\$ 6.00
Gas piping outlets over 5	\$ 1.00
Miscellaneous (Unclassified plumbing equipment)	\$ 10.00

**EXHIBIT C**

**COMMUNITY DEVELOPMENT FEES AND CHARGES**  
**BUSINESS LICENSES (PTC Title XI, Chapter 110 - 113)**

Description	Fee
Adult Businesses	\$250.00/year
Adult Business Employee	\$100.00/year
General Business License	
Initial - General	\$ 70.00
Renewal - General	\$ 50.00
Home Occupation	\$ 40.00
Initial-Out of Town	\$ 90.00
Renewal-Out of Town	\$ 70.00
Peddler License	
Initial	\$ 90.00
Additional Representatives	\$ 20.00
Permit Bond*	*\$500.00 bond required
Renewal	\$ 50.00
Re-Instatement	
After 1st Revocation	\$ 500.00
After 2nd Revocation	\$ 1,000.00
Late Renewal Penalty	\$ 20.00

\* To be paid to a bonding agent or insurance company, not the Town of Payson. Town needs to verify its existence.

**CODE ENFORCEMENT**

**Nuisances**

Description	Fee
Town removal or payment of removal of the condition	Actual cost plus 5%

**PLANNING AND ZONING**

**Zoning Application Submittals**

Description	Fee
Abandonment Request	\$ 250.00
Accessory Dwelling Uni (ADU), Guest Quarters	\$ 250.00
Administrative Relief	\$ 50.00
Appeals	\$ 200.00
Amended Subdivision Plat	50% of original fee
Annexation	\$500.00 plus \$100.00/acre over 5 acres. Maximum of \$3,000.00
Code Amendment	\$ 400.00
Conditional Use (Other than SFR, waivers)	\$ 500.00
Conditional Use Single Family Residential (SFR)	\$ 250.00
Continuance of Hearing	\$55.00 after Legal Ad/Public Notice
Design Review, Administrative consideration	\$ 50.00
Design Review, Board consideration	\$ 150.00
Development Master Plan	\$ 400.00

## EXHIBIT C

### COMMUNITY DEVELOPMENT FEES AND CHARGES

Development Agreement		\$ 2,000.00 includes \$500.00 Legal Dept. Review
Planned Area Development (PAD)/Special District Plan (SPD)		\$ 1,500.00 plus Development Master Plan Fee
Final Subdivision Plat (More than 10 lot/tract/parcel)		\$1,800.00 (plus \$25/lot/tract/parcel)
Final Subdivision Plat (10 or less lot/tract/parcel)		\$250.00 (plus \$25/lot/tract/parcel)
General Plan Amendment	Minor	\$ 2,500.00
	Major	\$ 4,000.00
Inspections:		
Re-inspection		\$ 50.00 (each)
Non-business hours		\$ 50.00/hr - minimum 1 hr charge if called from home
Interested Citizen Registry		\$ 5.00
Land Use Amendment	Minor	\$ 2,500.00
	Major	\$ 4,000.00
Minor Land Division		\$ 250.00
Plan Reviews		
Commercial/Multi-Family (over 3 DU)		\$ 1,000.00 (Plus \$100.00/acre on development over 1 acre)
Residential		\$ 25.00
Additional Review		\$50.00 (incomplete submittal, revisions, as-builts, etc.)
Preliminary Subdivision Plat (more than 10 lot/tract/parcel)		\$ 2,000.00 (plus \$25/lot/tract/parcel)
Preliminary Subdivision Plat (10 or less lot/tract/parcel)		\$ 250.00 (plus \$25/lot/tract/parcel)
Temporary Storage Container Permit (excludes waivers)		\$ 50.00

Description	Fee
Sign Permits	
wall or monument up to 32 sq. ft.	\$ 25.00
over 32 sq. ft	\$ 50.00
off premise	\$ 100.00
Home Based Business	\$ 25.00
Banners	\$ 25.00
Temporary Portable	\$ 25.00
Temporary Use Permit	\$ 50.00 Plus applicable fee from scale
Time Extensions	\$ 250.00
Use Permit Inspection	\$ 50.00
Variance	
Single Family Residential - Owner Occupied	\$ 300.00
Other Than Single Family Residential	\$ 750.00
Verification Letter	\$ 100.00
Zone Change	\$ 1,500.00

## EXHIBIT C

### COMMUNITY DEVELOPMENT FEES AND CHARGES TEMPORARY USE PERMIT FEE SCHEDULE

- I. Application Fee (Non-refundable) \$50.00  
II. Permit Fee Schedule

<u>Average Retail Price of Items to be Sold:</u>	<u>Fee</u>
\$0 - 100	\$50.00
\$101 - 500	\$100.00
\$501 - 750	\$250.00
\$751 - 1,500	\$500.00
\$1,501 - 2,500	\$750.00
\$2,500 - 5,000	\$1,000.00
\$5,001 - 7,500	\$1,500.00
\$7,501 - 10,000	\$2,000.00
\$10,001 - 25,000	\$2,500.00
\$25,001 - 50,000	\$5,000.00
\$50,001 - 75,000	\$7,500.00
\$75,001 - 100,000	\$10,000.00
\$100,001 - 250,000	\$25,000.00
\$250,001 - 500,000	\$50,000.00
\$500,001 - 750,000	\$75,000.00
\$750,001 - 1,000,000	\$100,000.00
\$1,000,001 - Up	10% of Average Sales Price per Item

- Note: (1) The amount of the application fee shall be credited to the Temporary Use Permit fee.  
(2) Any business that can provide evidence of sales tax paid to the Town of Payson within the preceeding 24 months, may deduct that amount from the permit fee.  
(3) Any Sales tax paid to the Town and not applied to the current Temporary Use Permit fee may be deducted from future Temporary Use Permit fees.

## Exhibit C

### ENGINEERING DIVISION FEES AND CHARGES

#### PLAN REVIEW FEES FOR DEVELOPMENTS

Engineered Construction Plans (Grading, Drainage, Paving, Utilities, etc.)	
1st & 2nd Review (both included)	\$115.00/sheet
Additional Reviews	\$60.00/sheet per review
Reports - Based on size and complexity of report	\$50.00 to \$500.00

#### PLAN REVIEW FEES FOR INDIVIDUAL SINGLE FAMILY RESIDENTIAL LOTS

Non-Engineered Site Grading Plan - Includes one "in process" inspection and one final inspection	\$ 50.00
Engineered Site Grading Plan - Includes one "in process" inspection and one final inspection	\$115.00/sheet
Additional site inspections	\$25.00 Each

#### PERMITS

Right of Way Permits	
Landscape and Beautification	\$ 0.00
Private Construction with NO curb, gutter or pavement cuts	\$ 25.00
Private Construction with curb, gutter or pavement cuts	\$50 plus bond

#### Grading Permits

100 Cubic yards or Less (Combined Cut and Fill)	\$0.00
101 to 1,000 Cubic Yards	\$23.50 plus \$17.00 for each 100 cubic yards or portion thereof over 200 cubic yards
1,001 to 10,000 Cubic yards	\$194.50 plus \$14.50 for each 1,000 cubic yards or portion thereof over 1,000 cubic yards
10,001 to 100,000 Cubic Yards	\$325.00 plus \$66.00 for each 10,000 cubic yards or portion thereof over 10,000 cubic yards
100,001 Cubic Yards or More	\$919.00 plus \$26.50 for each 10,000 cubic yards or portion thereof over 100,000 cubic yards

#### Subdivision and Minor Land Division Permits

These permits are issued in conjunction with an approved subdivision or minor land division and an approved "Agreement to Construct Subdivision Improvements". The permit fee is based on 3% of the construction cost of the public improvements, excluding sewer. This fee also includes the cost of the Town's field observation. In addition, a Right of Way and Grading Permit is required prior to construction (See Rates Above)

Non-Subdivision multi-family, commercial, or industrial lot developments \$1,000.00 per acre  
(\$200.00 Min.)

In addition, a Right of Way and Grading Permit is required prior to construction (See Rates Above)

#### INSPECTIONS

For major projects, the inspections are included in the cost of the permit.  
 For Single Family Residential Lots, the first inspection is included in the permit fee.  
 Each additional inspections (if required). \$ 25.00

#### BONDS

## Exhibit C

### ENGINEERING DIVISION FEES AND CHARGES

Curb & Gutter, Sidewalk or Pavement cuts	\$2,000.00 (min)
Bond amount may be increased to match the replacement cost of the removed items if that cost exceeds \$2,000. No Bond is required if there is an "Agreement to Construct Subdivision Improvements".	
<b><u>ABANDONMENT OF PUBLIC EASEMENT OR RIGHT OF WAY</u></b>	
Application Filing Fee	\$ 250.00
If the right of way abandonment is approved, the applicant must pay the Town for the value of the property received. The "per square foot" price is based on current prevailing property values. There is no additional cost for easement abandonments.	
<b><u>IMPROVEMENT DISTRICT ASSESSMENT SPLIT</u></b>	
Application Filing Fee	\$ 750.00
The Town will provide all the revised financial re-calculations and updated maps	
<b><u>BIDDING PACKAGES</u></b>	
The cost of a bid package is specified in the bid documents. The cost varies depending on the complexity of the project. Also, a portion of the fee may be refundable if the bidder meets the specified requirements.	
<b><u>TOWNWIDE MAPS</u></b>	
Color	
600 Scale	\$ 25.00
900 Scale	\$ 15.00
Black and White	
600 Scale	\$ 12.00
900 Scale	\$ 6.00
<b><u>LARGE FORMAT COPIES, PRINTING, AND SCANNING</u></b>	
Black and White Copies - Up to 36" wide	\$ 0.15 /SF
	Minimum Charge \$1.00 per sheet
Color Scanning - Up to 36" wide	\$ 0.50 /SF
Large Format Plotting	
Black & White	\$ 1.25 /SF
Color	\$ 3.00 /SF
Individual Lot Plots	\$ 10.00 EA
Property Lines, Contour Lines, Aerial Photo, Etc.	
<b>Town Map Books</b>	<b>\$ 10.00 EA</b>
<b><u>COPIES ON COMPACT DISCS</u></b>	
Town Maps	\$ 5.00 /CD
Townwide Aerial Photos (2 CD Set) - .tif format	\$ 10.00 /Set
Townwide Contours (2' Interval) - Autocadd Format	\$ 5.00 /CD
Copies of other items on CD	\$ 5.00 /CD
<b><u>STREETLIGHT SHIELDS</u></b>	
Single Direction	\$ 100.00
Multiple Direction	\$ 150.00

**Exhibit C**

**ENGINEERING DIVISION FEES AND CHARGES**

LABOR AND EQUIPMENT RENTAL RATES

Labor Rates

\$30.15 per person per hour (straight time)

\$39.72 per person per hour (over time)

Equipment Rates

Equipment	Hourly	Daily	Weekly	# of Emp.
Backhoe	\$35.00	\$240.00	\$918.00	1
Bucket Truck	\$40.00	\$285.00	\$1,085.00	2
Crack Sealer (Excl. Truck)	\$32.00	\$220.00	\$875.00	4
Dewatering Pump	\$15.00	\$105.00	\$405.00	1
Dump Truck	\$40.00	\$285.00	\$1,085.00	1
Equipment Trailer	\$20.00	\$160.00	\$800.00	1
Grader	\$55.00	\$420.00	\$1,600.00	1
Loader	\$65.00	\$495.00	\$1,880.00	1
Pickup	\$30.00	\$197.00	\$754.00	1
Pickup Broom	\$45.00	\$320.00	\$1,220.00	1
Side Broom	\$30.00	\$197.00	\$754.00	1
Skid Steer	\$45.00	\$315.00	\$1,350.00	1
Snow Plow (Grader)	\$55.00	\$420.00	\$1,600.00	1
Snow Plow (Pickup)	\$35.00	\$200.00	\$755.00	1
Vacuum Excavator (Small Trailer)	\$80.00	\$560.00	\$2,080.00	2
Vacuum Excavator (Large Truck)	\$150.00	\$1,050.00	\$3,900.00	2
Water Truck	\$70.00	\$495.00	\$1,817.00	1
Tractor	\$35.00	\$240.00	\$918.00	1

All Town owned equipment must be operated by an on-duty Town employee. The equipment that requires multiple employees is indicated in the above table.

Barricade Rental

- Type I                      \$1.00 per day (or portion thereof)
- Type II                     \$2.00 per day (or portion thereof)
- Delivery/Pick Up Charge if Outside Our Normal Working Hours   \$50.00