

# AGENDA

# 4:30 P.M.

CITY OF SEDONA, CITY COUNCIL MEETING

TUESDAY, JULY 25, 2017

## NOTES:

- Public Forum: Comments are generally limited to **3 minutes**.
- Consent Items: Items listed under Consent Items have been distributed to Council Members in advance for study and will be enacted by one motion. Any member of the Council, staff or the public may remove an item from the Consent Items for discussion. Items removed from the Consent Items may be acted upon before proceeding to the next agenda item.
- Meeting room is wheelchair accessible. American Disabilities Act (ADA) accommodations are available upon request. Please phone 928-282-3113 at least two (2) business days in advance.
- City Council Meeting Agenda Packets are available on the City's website at:

[www.SedonaAZ.gov](http://www.SedonaAZ.gov)

## GUIDELINES FOR PUBLIC COMMENT

### PURPOSE:

- To allow the public to provide input to the City Council on a particular subject scheduled on the agenda.
- This is not a question/answer session.

### PROCEDURES:





- Fill out a "Comment Card" and deliver it to the City Clerk.
- When recognized, use the podium/microphone.
- State your:
  1. Name and
  2. City of Residence
- Limit comments to **3 MINUTES**.
- Submit written comments to the City Clerk.

## 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE/ROLL CALL

## 2. CITY'S VISION

## 3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT = 

- Minutes - July 11, 2017 City Council Regular Meeting. 
- Minutes - July 12, 2017 City Council Special Meeting. 
- AB 2250 Approval for award of a Job Order Contract t (JOC) to KP Ventures Well Drilling & Pump Company, LLC for the Wastewater Reclamation Plant (WWRP) Recharge Wells Drilling Project JOC in the approximate amount of \$900,000 for drilling a Point of Compliance (POC) and future Recharge Wells. 
- AB 2257 Approval of a Special Event Liquor License for Canned Sedona for an event scheduled for Sunday, October 1, 2017 from 2:00 to 7:00 p.m. located at Tlaquepaque, 336 State Route 179, Sedona, AZ. 

## 4. APPOINTMENTS - None.


## 5. SUMMARY OF CURRENT EVENTS BY MAYOR/COUNCILORS/CITY MANAGER

## 6. PUBLIC FORUM

(This is the time for the public to comment on matters not listed on the agenda. The City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism, or scheduling the matter for further consideration and decision at a later date.)

## 7. PROCLAMATIONS, RECOGNITIONS & AWARDS - None.

## 8. REGULAR BUSINESS

- AB 2261 Discussion/possible direction on moving forward with a community survey. 
- Reports/discussion on Council assignments.
- Discussion/possible action on future meeting/agenda items.

## 9. EXECUTIVE SESSION

If an Executive Session is necessary, it will be held in the Vultee Conference Room at 106 Roadrunner Drive. Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

- To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).
- Return to open session. Discussion/possible action on executive session items.

## 10. ADJOURNMENT

Posted: \_\_\_\_\_

By: \_\_\_\_\_

Susan L. Irvine, CMC  
City Clerk

**CITY COUNCIL CHAMBERS**  
**102 ROADRUNNER DRIVE, SEDONA, AZ**

The mission of the City of Sedona government is to provide exemplary municipal services that are consistent with our values, history, culture and unique beauty.

## Page 2, City Council Meeting Agenda Continued

Note: Pursuant to A.R.S. § 38-431.02(B) notice is hereby given to the members of the City Council and to the general public that the Council will hold the above open meeting. Members of the City Council will attend either in person or by telephone, video, or internet communications. The Council may vote to go into executive session on any agenda item, pursuant to A.R.S. § 38-431.03(A)(3) and (4) for discussion and consultation for legal advice with the City Attorney. Because various other commissions, committees and/or boards may speak at Council meetings, notice is also given that four or more members of these other City commissions, boards, or committees may be in attendance.

A copy of the packet with material relating to the agenda items is typically available for review by the public in the Clerk's office after 1:00 p.m. the Thursday prior to the Council meeting and on the City's website at [www.SedonaAZ.gov](http://www.SedonaAZ.gov). The Council Chambers is accessible to people with disabilities, in compliance with the Federal 504 and ADA laws. Those with needs for special typeface print, may request these at the Clerk's Office. All requests should be made **forty-eight hours** prior to the meeting.

CITY COUNCIL CHAMBERS  
102 ROADRUNNER DRIVE, SEDONA, AZ

**Action Minutes**  
**Regular City Council Meeting**  
**City Council Chambers, Sedona City Hall,**  
**102 Roadrunner Drive, Sedona, Arizona**  
**Tuesday, July 11, 2017, 4:30 p.m.**

**1. Call to Order/Pledge of Allegiance/Moment of Silence/Roll Call**

Mayor Moriarty called the meeting to order at 4:30 p.m.

**Roll Call:** Mayor Sandy Moriarty, Vice Mayor John Martinez, Councilor John Currivan, Councilor Scott Jablow, Councilor Tom Lamkin, Councilor Jon Thompson, Councilor Joe Vernier.

**Staff Present:** City Manager Justin Clifton, Assistant City Manager Karen Osburn, City Attorney Robert Pickels, Jr., Chief of Police David McGill, Director of Public Works/City Engineer Andy Dickey, Associate Engineer David Peck, Arts & Culture Coordinator Nancy Lattanzi, City Clerk Susan Irvine.

**2. City's Vision/Moment of Art**

A video of the City's vision was played.

Nancy Lattanzi introduced Erroll Foldes, a multi-instrumentalist, vocalist, and composer. He played guitar and performed a medley of songs from the Great American Songbook, which is music written for the stage and the silver screen from the 1920's through the 1960's.

**3. Consent Items**

- a. **Minutes - June 27, 2017 City Council Special Meeting.**
- b. **Minutes - June 27, 2017 City Council Regular Meeting.**
- c. **AB 2235 Approval of a resolution authorizing the execution of an Intergovernmental Agreement (IGA) between the City of Sedona and the Yavapai County Flood Control District (YCFCD) for contribution of approximately \$375,000 in drainage funds to be used for the Grasshopper Phase Drainage Project.**
- d. **AB 2255 Approval of authorization for Mayor Moriarty to endorse a letter from Prescott Mayor Oberg to Governor Ducey urging further reforms to the Public Safety Personnel Retirement System (PSPRS).**
- e. **AB 2260 Approval of an employment agreement between the City of Sedona and Robert Pickels, Jr. for the position of City Attorney.**

Item 3d was pulled at the request of Councilor Currivan.

**Motion: Vice Mayor Martinez moved to approve consent items 3a, 3b, 3c, and 3e. Seconded by Councilor Thompson. Vote: Motion carried unanimously with seven (7) in favor and zero (0) opposed.**

**Pulled Consent Item:**

**3d - AB 2255 Approval of authorization for Mayor Moriarty to endorse a letter from Prescott Mayor Oberg to Governor Ducey urging further reforms to the Public Safety Personnel Retirement System (PSPRS).**

Questions and comments from Council.

**Motion: Vice Mayor Martinez moved to approve the authorization for Mayor Moriarty to endorse a letter from Prescott Mayor Oberg to Governor Ducey urging further reforms to the Public Safety Personnel Retirement System (PSPRS). Seconded by Councilor Jablow. Further discussion by Council. Vote: Motion carried with six (6) in favor and one (1) opposed. Councilor Currivan opposed.**

**4. Appointments – None.**

**5. Summary of Current Events by Mayor/Councilors/City Manager**

Councilor Thompson stated that the Mayor's Arts Awards program was terrific and he praised Nancy Lattanzi on it. He congratulated the honorees who received awards. There is a van unveiling for the Verde Valley Caregivers who were recently named the number one volunteer transportation service in the nation. As a result, they were awarded a Toyota Sienna mini-van which accommodates two wheelchairs and allows for transport without contracting this out. The unveiling will be on July 25<sup>th</sup> at 10:00 a.m. at 255 Van Deren Street. Vice Mayor Martinez stated that Yappy Hour will take place on Thursday at 9:00 a.m. at Posse Grounds Park. Tomorrow there is splash time at Sunset Park beginning at 11:00 a.m. which will be preceded by a story walk at 10:30 a.m. hosted by the Sedona Public Library. The Air National Guard Band of the Southwest performance at Barbara's Park was a fantastic event, and he and the Mayor were able to conduct songs with the band.

**6. Public Forum – None.**

**7. Proclamations, Recognitions, and Awards – None.**

**8. Regular Business**

**a. AB 2254 Discussion/possible action regarding a FY18 service contract between the City of Sedona and the Sedona Public Library.**

Presentation by Karen Osburn and Sedona Public Library Representatives Ginny Volkmann, Director, and Joel DeTar, Board Chairman.

Questions from Council.

Comments from Council.

**Motion: Councilor Lamkin moved to approve a service contract with the Sedona Library in the amount of \$432,000 and to authorize the City Manager to sign said contract. Seconded by Councilor Jablow. Further discussion by Council. Motion was amended by Councilor Lamkin to include a one-year term which was supported by Councilor Jablow. Further discussion by Council. Vote: Motion carried with five (5) in favor and two (2) opposed. Councilor Thompson and Councilor Vernier opposed.**

**Break at 6:16 p.m. Reconvened at 6:36 p.m.**

**b. AB 2259 Discussion/possible action regarding the distribution of funding awards through the City's Small Grants Program for the 2018 fiscal year.**

Mayor Moriarty recused herself from this agenda item as she is the director of the Sedona Winefest who applied for grant funding. Although this is not a conflict of interest, she was concerned about the perception.

Presentation by Karen Osburn and Stephanie Giesbrecht, Chair and Program Facilitator for the City's small grants program.

Questions from Council.

Opened to the public at 6:40 p.m.

The following spoke on this item: Marion Maby, Sedona, and Rose Dana, Village of Oak Creek.

Brought back to Council at 6:42 p.m.

**Motion: Councilor Thompson moved to approve the Grant Evaluation Committee Fiscal Year 2018 recommendations in the total amount of \$161,500 as itemized in Agenda Bill 2259. Seconded by Councilor Jablow. Vote: Motion carried unanimously with six (6) in favor and zero (0) opposed. Mayor Moriarty was recused from this item.**

Mayor Moriarty rejoined the meeting.

**c. Reports/discussion on Council assignments**

Vice Mayor Martinez stated that he took over Charles Mosley's position at NAMWA meetings. There is also a technical advisory committee which needs a representative with expertise in that area, and Justin Clifton suggested that he would designate a qualified staff member to serve in this capacity. Vice Mayor Martinez advised that there is a water organization out of San Francisco with capital available to invest on water projects without dues required. Cottonwood, Clarkdale, and Camp Verde have agreed to be part of the organization. He would like to join and attend these meetings which would require Council approval. Mayor Moriarty seconded this as an agenda item. Councilor Thompson attended a board meeting of the Verde Valley Caregivers, and reported that they are doing very well. Their 25<sup>th</sup> anniversary gala will be held on November 16<sup>th</sup>.

**d. Discussion/possible action on future meeting/agenda items**

Mayor Moriarty advised that there is a meeting tomorrow at 3:00 p.m. Councilor Thompson requested a future agenda item for the Red Rock Trails Sustainable Funding Work Group to consider endorsing their vision statement and goals. Mayor Moriarty seconded this as an agenda item. Vice Mayor Martinez asked about his request for an agenda item related to the Posse Grounds Park operating rules. Justin Clifton stated that this item was delayed pending some time to allow Barbara's Park Pavilion to operate but would be agendized in the future.

**9. Executive Session**

**Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:**

- a. To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).**
- b. Return to open session. Discussion/possible action on executive session items.**

No Executive Session was held.

**10. Adjournment**

Mayor Moriarty adjourned the meeting at 6:51 p.m. without objection.

**I certify that the above are the true and correct actions of the Regular City Council Meeting held on July 11, 2017.**

\_\_\_\_\_  
Susan L. Irvine, CMC, City Clerk

\_\_\_\_\_  
Date

**Action Minutes  
Special City Council Meeting  
City Council Chambers, Sedona City Hall,  
102 Roadrunner Drive, Sedona, Arizona  
Wednesday, July 12, 2017, 3:00 p.m.**

**1. Call to Order/Pledge of Allegiance/Moment of Silence**

Mayor Moriarty called the meeting to order at 3:00 p.m.

**2. Roll Call**

**Roll Call:** Mayor Sandy Moriarty, Vice Mayor Martinez, Councilor John Currivan, Councilor Scott Jablow, Councilor Tom Lamkin, Councilor Jon Thompson, Councilor Joe Vernier.

**Staff Present:** City Manager Justin Clifton, Assistant City Manager Karen Osburn, City Attorney Robert Pickels Jr., Director of Community Development Audree Juhlin, Senior Planner Cari Meyer, Assistant Director of Community Development Warren Campbell, Chief Building Official Steve Mertes, Community Development Administrative Assistant Donna Puckett, Deputy City Clerk JoAnne Cook.

**3. Special Business**

**a. AB 2229 Discussion/possible direction regarding the Draft Revised Sign Code (DRSC), an update of Sedona Land Development Code Article 11, Sign Regulations.**

Introduction by Cari Meyer. Presentation by Cari Meyer, Audree Juhlin, and Warren Campbell.

Questions and comments from Council.

Opened to the public at 3:20 p.m.

The following spoke on this item: James Carpentier, Mesa, and Janeen Trevillyan, Sedona.

Brought back to Council at 3:26 p.m.

Questions and comments from Council.

**By majority consensus, Council agreed to the following:**

- **Option 1 under Design & Sign Quality: 3-Dimensional relief - Keep existing language that allows for an increase to sign area when 3D relief is incorporated, and directed staff to consider changing the formula to incorporate some concepts of Option 2 as voluntary.**
- **Look at way to incentivize plantings under Design & Sign Quality: Landscaping.**
- **Option 3 under Design & Sign Quality: Temporary Signs - 5 permits per year per business, 5 days per permit**
- **To remove window tinting from being considered a window sign under General Clarification: Window Tinting.**

- **The General Clarification Sign area item was deferred until further direction on 3-D relief.**
- **No direction was given from Council to make any additional changes to the Redlined Version.**

**b. Discussion/possible action on future meeting/agenda items - None.**

**4. Executive Session**

Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

- a. To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).**
- b. Return to open session. Discussion/possible action on executive session items.**

No Executive Session was held.

**5. Adjournment**

Mayor Moriarty adjourned the meeting at 4:50 p.m. without objection.

**I certify that the above are the true and correct actions of the Special City Council Meeting held on July 12, 2017.**

\_\_\_\_\_  
JoAnne Cook, Deputy City Clerk

\_\_\_\_\_  
Date





**CITY COUNCIL  
AGENDA BILL**

**AB 2250  
July 25, 2017  
Consent**

**Agenda Item: 3c**

**Proposed Action & Subject:** Approval for award of a Job Order Contract (JOC) to KP Ventures Well Drilling & Pump Company, LLC for the Wastewater Reclamation Plant (WWRP) Recharge Wells Drilling Project JOC in the approximate amount of \$900,000 for drilling a Point of Compliance (POC) and future Recharge Wells.

<b>Department</b>	Public Works
<b>Time to Present</b>	N/A
<b>Total Time for Item</b>	N/A
<b>Other Council Meetings</b>	02/26/14, AB 1723 05/13/14, AB 1788 10/14/14, AB 1853 01/27/15, AB 1908 04/14/15, AB 1922 12/08/15, AB 2032 02/14/17, AB 2203
<b>Exhibits</b>	A. Job Order Contract

City Attorney Approval	Reviewed 7/17/17	<b>Expenditure Required</b>	
			\$900,000
City Manager's Recommendation	Approve a JOC to KP Ventures for well drilling at the Reclamation Plant.	<b>Amount Budgeted</b>	
		TOTAL:	\$1,434,215 (Construction) Construction of Wastewater Recharge/Injection Wells – Wells 3 & 4 (59-5320-89-6892)
		Finance Approval	<input checked="" type="checkbox"/>

**SUMMARY STATEMENT**

Staff is requesting City Council approval of a Job Order Contract (JOC) for a maximum amount of \$900,000 for the Wastewater Reclamation Plant (WWRP) Recharge Wells Drilling Project JOC with KP Ventures Well Drilling & Pump Company, LLC. The projects will include drilling a Point of Compliance (POC) well, and potentially drilling Recharge Wells No. 3 and No. 4. The JOC will be a one-year contract, renewable up to four one-year periods. The

option to extend will be exercised based on the driller's successful performance, needs of the City, and City Council approval if and when appropriate.

**Background:** In February 2014, staff presented the Effluent Management Optimization Plan (Optimization Plan) to City Council. The Optimization Plan, completed by Carollo Engineers, outlined the optimum combination of effluent disposal methods in order to dispose of up to 2 million gallons per day (MGD) of treated effluent. Council directed staff to move forward with the recommended combination, which includes the following:

- Up to 6 new recharge (injection) wells
  - Well No. 1 and No. 2 allow the City to dispose of up to 1.6 (MGD) of treated effluent
  - Well No. 3 and No. 4 allow the release of 200 acres of land previously used for irrigation
  - Well No. 5 and No. 6 (if necessary) will allow the disposal of up to 2.0 MGD of treated effluent
- Retaining the existing 27 acres of wetlands, and
- Reducing spray irrigation to 100 acres

In November 2014, Carollo Engineers completed the Effluent Management Implementation Plan (Implementation Plan). The Implementation Plan provides guidance necessary for timing and locating recharge/injection wells and releasing land area. In addition, the Implementation Plan also addresses operational strategies, water credits, and regulatory requirements. In August 2015, the Dells Land Use Group completed a yearlong discussion, research, and report on land use recommendations for 200 acres of land that will be freed up with completing four recharge/injection wells.

In 2015, City Council approved drilling Recharge/Injection Well No. 2 and equipping Well No. 1 and Well No. 2. The project included installing infrastructure as follows:

- Injection well supply pump station, wet well, and electrical building
- Chlorine generation system
- Filtration facilities

This infrastructure is sized to accommodate up to two additional recharge/injection wells.

#### Where are we today?

Well No. 1 was drilled by Yellow Jacket Drilling, Inc., Well No. 2 was drilled by KP Ventures Well Drilling & Pump Company, LLC, and equipping Well No. 1 and Well No. 2 was completed by Carrier Construction, Inc. Final completion for equipping Well No. 1 and Well No. 2 was reached in early July 2017. During the permitting process of Recharge Wells No. 1 and No. 2, the Arizona Department of Environmental Quality (ADEQ) required construction of an additional POC well, in order to adequately monitor aquifer water levels during aquifer recharge.

Further consideration of the Dells Land Use Plan is included in the 2017/2018 City Council Priorities list but is not expected to begin until later in 2018.

What does this project include?

This JOC will be used to drill and equip the POC well immediately upon award. ADEQ requires the POC well to be operational by October 2017. In addition, this JOC allows drilling Recharge Well No. 3 and Well No. 4 in FY17/18. However, drilling these wells will be postponed to allow further operation of Recharge Well No. 1 and No. 2. The intent is to operate the existing wells for a period of time, in order to realize operational efficiencies that may be implemented with the design and construction of Well No. 3 and Well No. 4. After operating Well No. 1 and Well No. 2 for approximately 3 months, staff will consider the value in reconsidering any aspects of the original Implementation Plan. Should staff recommend any significant changes, staff would place the item on a Council agenda for further discussion.

The JOC has a maximum amount of \$900,000. Individual Work Orders may be issued for each of the three potential well drilling projects this fiscal year. The JOC is a “not to exceed” contract, meaning total work orders can come in less than the contract amount but cannot exceed it.

The JOC was advertised in a two-step process. First, a Request for Qualifications (RFQ) was advertised, requesting drillers submit a Statement of Qualifications (SOQ). The City received a total of three SOQ’s and a selection committee evaluated and scored each SOQ received. The three respondents were then invited to submit unit costs, which were also scored; the lowest unit cost for each item received the most points. The overall score was calculated using a 60% weight on qualifications, and a 40% weight on costs. The following table summarizes the outcome of the RFQ:

	<b>Qualifications Score (max 100 pts)</b>	<b>Unit Cost Score (max 67.5 points)</b>	<b>Total Score (max 167.5 points)</b>	<b>Ranking</b>
<b>KP Ventures Drilling &amp; Pump Company, LLC</b>	94.0	46.5	140.5	1
<b>Yellow Jacket Drilling, Inc.</b>	81.1	55.5	136.6	2
<b>HydroResources, Inc.</b>	60.4	32.5	92.9	3

Based on the results, staff is recommending award of the JOC to KP Ventures Drilling & Pump Company, LLC.

**Community Plan Compliant:**  Yes -  No -  Not Applicable

**Board/Commission Recommendation:**  Applicable -  Not Applicable

**Alternative(s):** Not approving this Job Order Contract will prevent staff from moving forward with construction of the ADEQ required POC Well. This would result in non-compliance of the Aquifer Protection Permit and potential fines by ADEQ.

**MOTION**

**I move to:** approve award of a Job Order Contract to KP Ventures Drilling & Pump Company, LLC for the Wastewater Reclamation Plant Recharge Well Drilling Project JOC in an amount not to exceed \$900,000, subject to approval of the written contracts by the City Attorney’s Office.

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City of Sedona

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**WWRP RECHARGE WELL DRILLING  
JOB ORDER CONTRACT**

**CONTRACT NO. 18-WW01**

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**CITY OF SEDONA**

**CONTRACT NO. 18-WW01**

THIS AGREEMENT made and entered by and between City of Sedona, hereinafter designated the "CITY" and "KP Ventures Well Drilling and Pump Company, LLC" hereinafter designated the "JOC CONTRACTOR"

**RECITALS**

- A.** The City Manager of the City of Sedona, Arizona, is authorized and empowered by the City Council to execute contracts for construction and related services.
- B.** The City intends to contract for construction and related services for one or more Job Orders.
- C.** The JOC CONTRACTOR has represented to the CITY the ability to provide or procure the required construction and related services and, based on this representation, the CITY engages JOC CONTRACTOR for these services.

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the CITY and the JOC CONTRACTOR as follows:

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**ARTICLE 1 – DEFINITIONS AND TERMS**

When the Contract indicates that work shall be "accepted, acceptable, approve, authorized, condemned, considered necessary, contemplated, deemed necessary designated, determined, directed, disapproved, established, given, indicated, insufficient interpreted, ordered, permitted, rejected, required, reserved, satisfactory, specified sufficient, suitable, suspended, unacceptable, unsatisfactory," it shall be understood that these expressions are followed by the words "by the City of Sedona".

Wherever the following abbreviations, terms, or pronouns are used in the: specifications, plans, or other Contract Documents, the intent and meaning shall interpreted as follows:

**ABBREVIATIONS**

<b>AAC</b>	American Architecture Committee
<b>AAN</b>	American Association of Nurserymen
<b>AAR</b>	Association of American Railroads
<b>AASHTO</b>	American Association of State Highway and Transportation Officials
<b>ACI</b>	American Concrete Institute
<b>ADEQ</b>	Arizona Department of Environmental Quality
<b>ADOT</b>	Arizona Department of Transportation
<b>ADWR</b>	Arizona Department of Water Resources
<b>AGC</b>	Associated General Contractors of America
<b>AI</b>	Asphalt Institute
<b>AIA</b>	American Institute of Architects
<b>AISC</b>	American Institute of Steel Construction
<b>AISI</b>	American Iron and Steel Institute
<b>AITC</b>	American Institute of Timber Construction
<b>ANSI</b>	American National Standards Institute, Inc.
<b>ARA</b>	American Railway Association
<b>ARS</b>	Arizona Revised Statutes
<b>AREA</b>	American Railway Engineering Association
<b>ARTBA</b>	American Road and Transportation Builders Association
<b>ASCE</b>	American Society of Civil Engineers
<b>ASLA</b>	American Society of Landscape Architects
<b>ASME</b>	American Society of Mechanical Engineers

<b>ASTM</b>	American Society for Testing and Materials
<b>ATSSA</b>	American Traffic Safety Services Association
<b>AWG</b>	American Wire Gauge
<b>AWPA</b>	American Wood Preservers' Association
<b>AWS</b>	American Welding Society
<b>AWWA</b>	American Water Works Association
<b>CRSI</b>	Concrete Reinforcing Steel Institute
<b>EIA</b>	Electric Industries Association
<b>FHWA</b>	Federal Highway Administration, Department of Transportation
<b>FSS</b>	Federal Specifications and Standards
<b>IEEE</b>	Institute of Electrical and Electronics Engineers
<b>IES</b>	Illuminating Engineering Society
<b>IMSA</b>	International Municipal Signal Association
<b>IPCEA</b>	Insulated Power Cable Engineers Association
<b>ITE</b>	Institute of Transportation Engineers
<b>MAG</b>	Maricopa Association of Governments
<b>MIL</b>	Military Specifications
<b>MUTCD</b>	Manual on Uniform Traffic Control Devices
<b>NEC</b>	National Electrical Code
<b>NEMA</b>	National Electrical Manufacturers' Association
<b>NIST</b>	National Institute of Standards and Technology
<b>NSF</b>	National Sanitation Foundation (NSF)
<b>SAE</b>	Society of Automotive Engineers
<b>UL</b>	Underwriters Laboratories, Inc.

### **DEFINITIONS**

“Advertisement” - A public announcement inviting proposals for work to be performed or materials to be furnished.

“Agreement” or “Job Order Contract” or “JOC” means this fully executed agreement between CITY and JOC CONTRACTOR, and includes other documents itemized and referenced in or attached to and made part of this Agreement.

“Award” - The acceptance by the CITY of a proposal.

“Basis of Payment” -The terms under which "work" is paid, as a designated pay item accordance with the quantity measured and the pay unit.

“Bidder” - Any individual, partnership, joint venture, firm or corporation submitting a proposal for the advertised work, acting directly or through a duly authorized representative.

“Calendar Day” - Each and every day shown on the calendar, beginning and ending at midnight.

“Certified Invoice” - An invoice from a supplier which has been reliably endorsed by the Contractor guaranteeing that the material was purchased and received for the project and establishing the value of the material.

“Change Order” - A written instrument issued after execution of a Job Order Amendment signed by City and JOC CONTRACTOR, stating their agreement upon all of the following: the scope of the change in Job Order; the amount of the adjustment to the Job Order Price; and the extent of the adjustment to the Job Order Time.

“CITY” means the City of Sedona, Arizona.

“City’s Representative” means the person designated in Subdivision 8.4.1.2. of this agreement.

"City’s Senior Representative" means the person designated in Subdivision 8.4.1.1. of this agreement.



“Claim” - A written demand or request for additional compensation or additional time submitted to the Engineer that:

1. Contains the words “This is a claim...”, within its Subject line or the first paragraph
2. Cites the contractual basis for the demand or request
3. Relates the Contractual basis cited to factual events occurring or that have occurred within the project.

“Completion Date” -The date on which the contract work is specified to be fully completed, but not limited to clean up of the work site and staging areas and submittal of record drawings.

“Construction Documents” means the plans, specifications and drawings prepared by a Design Professional or technically competent person and approved by the CITY after correcting for permit review requirements and incorporating addenda and approved Change Orders.

“Contract Amendment” means a specific written concurrence between the CITY and the JOC CONTRACTOR for changes to and/or extension of this Agreement.

“Contract Change Order” - A written order issued to the JOC CONTRACTOR by the CITY covering extra work, additions or alterations to the plans and specifications, and establishing the basis of payment and time adjustment for the work affected by the changes. The Contract Change Order is the only method authorized for changing the Contract.

“Contract Documents” means the following items and documents in descending order of precedence executed by the CITY and the JOC CONTRACTOR:

- (i) Change Orders;
- (ii) Job Order Amendments
- (iii) Contract Amendments
- (iv) This Job Order Contract (this document), including description of and Basis of Payment for Unit Price JOC Work Activity
- (v) Payment and Performance Bonds
- (vi) Notice to Proceed
- (vii) Special Conditions
- (viii) Special Provisions/Technical Specifications
- (ix) Plans and Drawings
- (x) General Conditions
- (xi) Standard Specifications
- (xii) JOC Contractor’s Proposal (if any)
- (xiii) JOC Contractor Statement of Qualifications

“Contract Price” means the amount or amounts set forth in Article 5 subject to Contract Amendments in accordance with this Agreement.

“Contract Services” means the services required by the Contract Documents.

“Contract Time(s)” means the time set forth in Article 4 subject to Contract Amendments in accordance with this Agreement.

“Contractor” - Party contracting directly with the City to furnish and perform all work and services in accordance with the Contract Documents.

“Cost-coefficient” means the multiplier shown in Section 5.2.2 used to calculate Job Order Price.

“County” -The county in which the work is to be done

“Day(s)” means calendar days unless otherwise specifically noted in the Contract Documents.

“Design Professional” means a qualified, licensed design professional who furnishes design and/or construction administration services.

“Differing Site Conditions” means concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated or frequently encountered for the type and scope of work indicated in the Job Order Amendment or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work. Differing Site Conditions may beneficially or adversely impact the work required.

“Duration of the Work” means the number of Days from a Job Order Notice to Proceed to Substantial Completion.

“Engineer”- The City Engineer; or his designated representative

“Extra Work” -Work not provided for in the Contract as awarded but determined by the CITY to be essential to the satisfactory completion of the Contract within its intended scope.

“Final Acceptance” means the completion of a Job Order as prescribed in Division 4.4.

“Gender and Number” -References are made as if masculine in gender and singular in number unless neuter gender is appropriate in the context; however, the use of any gender shall be applicable to all genders and the use of singular number shall include the plural and conversely.

“Inspector” - A person, persons, or firm authorized by the Engineer to make detailed reviews, observations, reports and determinations of contract performance.

“JOC CONTRACTOR” means JOC CONTRACTOR selected by the CITY to provide or procure construction and design services as detailed in this Agreement.

“JOC CONTRACTOR’s Representative” means the person described in Subdivision 8.4.2.2. of this agreement.

“JOC CONTRACTOR’s Senior Representative” means the person described in Subdivision 8.4.2.1. of this agreement.

“Job Order” or “Project” means a specific scope of Contract Services done pursuant to a Job Order Amendment.

“Job Order Amendment” means a specific written agreement between the CITY and the JOC CONTRACTOR for a Job Order including a scope, a Job Order Price, a Duration of the Work and any special conditions that may apply to be performed under this Agreement. The Job Order Amendment shall be considered to include as referenced or attached any plans, technical specifications, special provisions or drawings and specifications sufficient to locate the work site, describe the scope of work and allow the contractor to submit a complete price for the work, and the JOC CONTRACTOR’s proposal either by reference or inclusion.

“Job Order Price” means the amount calculated on the Unit Prices, Cost-coefficient and Special Items as prescribed in Division 5.2.

“JOC Payment Request” means the CITY form used by the JOC CONTRACTOR to request progress payments for Job Orders in accordance with Article 7.

“Job Order Time” means the time from the Job Order Notice-to-Proceed to Substantial Completion. The approved Job Order Time will be made part of this Agreement by executing a Job Order Amendment.

“Legal Requirements” means all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over a Project or Site, the practices involved in a Project or Site, or any Work.

“May” - Used to refer to permissive actions.

“Method of Measurement” - The manner in which a pay item is measured to conform with the pay unit.

“Minor Design Services” – Small in scope and up to a dollar figure of \$5,000.00

“Notice for Change Order and Compensation” - A written notification submitted to the Engineer that a demand or request for additional compensation potentially may be made. The notification shall

1. Contain the words “Notification of a Claim” within its Subject line or the first paragraph
2. Describe the occurrence which is the reason that the Notice of Claim is being presented

“Notice to Proceed,” (NTP) means a written notice given by the CITY to the JOC CONTRACTOR fixing the date on which the JOC CONTRACTOR will start to perform the JOC CONTRACTOR’s obligations under this Work Order.

“Plans” - The drawings and pictures depicting the location and special orientation of the work to be done.

“Product Data” means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the JOC CONTRACTOR to illustrate materials or equipment for some portion of the Work.

“Project” -The work to be completed pursuant to this contract.

“Proposal” -A standard form plus information supplied by the CITY, which contains spaces for completion by the Bidder which, when completed in its entirety and executed by the Bidder, along with all required additional documents, shall constitute the Bid. Said Bid shall constitute the JOC CONTRACTOR’s offer to perform all Work required as set forth in the Contract Documents for the amount of money stated in the Bid.

“Proposal Form” - The documents furnished by the CITY on which the offer of a bidder is submitted.

“Proposal Guaranty” - The security furnished with a proposal to Guaranty that the bidder will enter into the Contract if the proposal is accepted.

“Record Documents” means the documents created pursuant to Section 2.10.

“Right Of Way” - A general term denoting land, property, or interest therein, acquired for project related purposes including, but not limited to construction, work area, movement of equipment and other necessary and required project activities.

“Salvable Material” - Material that can be saved or salvaged. Unless otherwise designated or directed by the CITY or shown on the plans, all salvable material shall become the property of the JOC CONTRACTOR. Asbestos, hazardous substances or materials, hazardous waste or any other regulated substances or materials shall be disposed of in accordance with all applicable federal, state and local regulations.

“Samples” means physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

“Shall” - Refers to mandatory actions by either the JOC CONTRACTOR or the CITY.

“Shop Drawings” means drawings, diagrams, schedules and other data specially prepared for the Work by the JOC CONTRACTOR or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

“Site” means the land or premises on which a Job Order is located.

“Special Item(s)” means Work that is not included in the Unit Prices as amended and is unique to a specific Project.

“Subcontractor” or “Sub consultant” means any person or entity retained by JOC CONTRACTOR as an independent contractor to perform a portion of the Contract Services and shall include material, men and suppliers.

“Substantial Completion” means when a Job Order, or an agreed upon portion of a Job Order, is sufficiently complete so that CITY can occupy and use the Project or a portion thereof for its intended purposes and the CITY has pursuant to this contract accepted the work as substantially complete.

“Superintendent” - The Contractor's authorized representative in charge of the Work.

“Unit Prices” means the prices shown on Exhibit A subject to adjustment in accordance with Article 6.

“Work” means any construction and related services, including procuring and furnishing materials, equipment, services and labor, reasonably inferable from a Job Order Amendment.

## **Article 2 - JOC CONTRACTOR’s Services and Responsibilities**

### **2.1 General Services**

#### **2.1.1 Contractor’s Understanding**

- A. It is understood and mutually agreed that by submitting a proposal, the JOC CONTRACTOR acknowledges that he has carefully examined all documents pertaining to the Work, the locations, accessibility, and general character of the site of the Work and all existing buildings and structures within and adjacent to the site, and has satisfied himself as to the nature of the Work, the condition of existing buildings and structures, the conformation of the ground, subsurface conditions, the character, quality, and equipment, machinery, plant, and any other facilities needed preliminary to and during prosecution of the Work, the general and local conditions, the construction hazards, and all other matters, including but not limited to any labor situation which can in any way affect the Work under the Contract. It is further mutually agreed that by submitting a proposal, the JOC CONTRACTOR acknowledges that he has satisfied himself as to the feasibility sufficiency and correctness of the Contract Documents for the construction of the Work and that he accepts all the terms, conditions, and stipulations contained therein.
- B. No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before or after the execution of the Contract, shall affect or modify any of the terms, conditions, or other obligations set forth in any of the Contract Documents.
- C. The JOC CONTRACTOR in the execution of the Work shall conform to all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over employment discrimination, wages and working conditions, and the construction of the Work, including but not limited to all construction codes, O.S.H.A. Requirements, and safety codes, which may apply to (1) performance of the Work; (2) protection of adjoining and adjacent property; (3) maintenance of passage-ways, guard fences or other protective facilities; and shall obtain all permits and pay for licenses and approvals necessary for the construction of the Work and give all required notices.
- ~~D. Prior to the award of the Job Order Contract, the successful bidder must apply for business registration in the City of Sedona and obtain a City of Sedona business license within 30 days of passage of business license legislation or a written~~

~~determination that a business license is not required issued by the City's Business License Section. The business license must remain valid throughout the life of this contract. Contractor must provide a copy of this business license or a written determination prior to award and at contract renewal.~~

- E. The JOC CONTRACTOR understands that, unless specifically stated otherwise in the contract documents, the intent of the contract documents is to provide complete and operable facilities. The JOC CONTRACTOR's bid amount for this project, therefore, shall be and is considered to be for completion in conformity with this understanding, regardless of whether some aspect of the work to be performed is named as a separate bid item or not.
- F. It is understood and mutually agreed that this project is unique in that it represents a continuous, full-time daily service to the CITY and the people it serves. For this reason, the JOC CONTRACTOR must recognize that he and his employees shall act in a courteous and professional manner at all times. The CITY does not guarantee any use of the equipment or services described in this Contract and, therefore, no adjustments will be made because of non-use. The City of Sedona is not obligated or limited to having only the JOC CONTRACTOR perform the tasks identified under the bid items and that the CITY may procure services through other providers of its choice. The JOC CONTRACTOR further understands that if the JOC CONTRACTOR is not available, refuses or declines to provide the services contracted for, although the CITY may obtain the services through others, the CITY may require reimbursement from the CONTRACTOR for any costs incurred above those the CITY would not have incurred had the JOC CONTRACTOR provided the service.
- G. **NON-DISCRIMINATION.** JOC CONTRACTOR, its agents, employees, and subcontractors, shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or veteran status. (Ordinance 2015-10 (2015)).

**2.1.2** The JOC CONTRACTOR shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities necessary to accomplish in the Job Order Amendment for which it is issued a Job Order Notice to Proceed in accordance with this Agreement. The CITY may determine it is in its best interest to furnish materials and equipment for a specific Job Order in accordance with the Job Order Amendment.

**2.1.3** The Work shall be performed in a good, workmanlike and substantial manner and to the satisfaction of the City Engineer and under the direction and supervision of the City Engineer, or his properly authorized agents, within the care and skill of a qualified contractor in Sedona, Arizona.

**Legal Residency Status.** Subject to existing law, and regulations, illegal or undocumented aliens will not be employed by the JOC CONTRACTOR for any work or services to be performed pursuant to this contract. The JOC CONTRACTOR will ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract. JOC CONTRACTOR agrees to comply with the provisions of section 274A(a)(1)(A) and 274A(a)(2) of the Immigration and Nationality Act (8 U.S.C.1324a(a)(1)(A), 1324a(a)(2)) (the "INA employment provisions"), and any amendments thereto, prohibiting the unlawful employment of illegal or undocumented aliens. Under the terms of this agreement, the contractor shall not knowingly hire or employ for any work performed pursuant to this contract any workers or

employees not lawfully authorized to work under the provisions of the Immigration and Nationality Act or any other applicable federal or state laws. Violation of the provisions of this section shall be deemed a material breach of this contract.

- 2.1.3.1** When practical, the CITY will require that the JOC CONTRACTOR provide estimates of cost in prior to being authorized to proceed with work. The JOC CONTRACTOR shall give due diligence in preparing such estimates that they be complete as to a general description of the work to be performed, the type of bid items applicable to the work, unit costs, an estimate of the time required for the work, and totals for performance of the work and its various parts.
- 2.1.3.2** The CITY requires record drawings of work performed. This may include shop drawings, sketches, maps, and line drawings indicating the performed work or work to be performed, when standard drawings need to be supplemented in order to define the work. The JOC CONTRACTOR shall state upon completion of the work that it has been completed and that there are no latent defects. CITY inspection or lack thereof shall not excuse defective work.
- 2.1.4** JOC CONTRACTOR's Representative shall be reasonably available to the CITY and shall have the necessary expertise and experience required to supervise the Contract Services. A JOC CONTRACTOR's Representative will be assigned for each Job Order. JOC CONTRACTOR's Representative shall communicate regularly with the CITY and shall be vested with the authority to act on behalf of JOC CONTRACTOR.

## **2.2 Government Approvals and Permits**

- 2.2.1** Unless otherwise provided, JOC CONTRACTOR shall obtain all necessary permits, approvals and licenses, not obtained or required to be specifically obtained by the CITY for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. ~~A City of Sedona business license is required and must be kept current from year to year (See section 2.1.1.D.).~~ The JOC CONTRACTOR is specifically reminded of the need to obtain the necessary environmental permits or file the necessary environmental notices.
- 2.2.2** Copies of these permits and notices must be provided to the CITY's Representative prior to starting the permitted activity. This provision does not constitute an assumption by the CITY of an obligation of any kind for violation of said permit or notice requirements. The JOC CONTRACTOR shall comply with the provisions of all permits, licenses and agreements as they bear on his activity and responsibility for the project, regardless of whether the CITY or the JOC CONTRACTOR obtained the permit license or agreement.
- 2.2.3** CITY shall be responsible for City of Sedona review and permit(s) fees for building and demolition permits. CITY will also pay CITY plan review and inspection fees for grading and drainage, water, sewer, and landscaping. CITY shall also pay for CITY utility design fees for permanent services.
- 2.2.4** JOC CONTRACTOR shall be responsible for all other permits and review fees not specifically listed in Division 2.2.3 above.
- 2.2.5** Arrangements for water required for construction purposes are the JOC CONTRACTOR's responsibility.

## **2.3 Pre-construction Conference**

- 2.3.1** After execution of a Job Order Amendment and prior to the commencement of any Work on any Job Order, a pre-construction conference will be scheduled. If the volume of Job

Order work contemplated and/or ongoing work is sufficient, the City or JOC CONTRACTOR may request that several projects be discussed in a special meeting or routine ongoing meetings held regarding work under this contract.

- 2.3.2** The purpose of this conference is to establish a working relationship between the JOC CONTRACTOR, utility firms, and various City agencies. The agenda will include critical elements of the work schedule, submittal schedule, level of Record Drawings required, cost breakdown of major lump sum items, payment application and processing, coordination with the involved utility firms, and emergency telephone numbers for all representatives involved in the course of construction.
- 2.3.3** At a minimum, attendees shall include JOC CONTRACTOR Representative, who is authorized to execute and sign documents on behalf of the firm, the job superintendent, and the JOC CONTRACTOR's safety officer official.
- 2.3.4** The Job Order Notice to Proceed date will be confirmed.

#### **2.4 Control of the Work**

The JOC CONTRACTOR shall properly guard and protect all partially finished work, and shall be responsible for the same until the entire Job Order is completed and accepted by the City. Any payment for completed portions of the work shall not release the JOC CONTRACTOR from such responsibility; however, he shall turn over the entire work in full accordance with the specifications or Job Order Amendment before final settlement shall be made. In case of suspension of the work for any cause whatever, the JOC CONTRACTOR shall be responsible for the Project and shall take such precautions as may be necessary to prevent damage to the Project and shall erect any necessary temporary structures, signs, or other facilities at no cost to the CITY.

- 2.4.1** As part of completing work under the Job Order Amendment, the JOC CONTRACTOR shall remove all loose concrete, lumber, wire, reinforcing, debris and other materials not incorporated in the work from the site. Clean dirt or other material generated by the project from storm drainage pipes and the public roadway should also be removed unless otherwise excused by the Engineer.
- 2.4.2** Unless otherwise provided in the Job Order Amendment to be the responsibility of CITY or a separate contractor, JOC CONTRACTOR shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit JOC CONTRACTOR to complete the Work consistent with the Job Order.
- 2.4.3** JOC CONTRACTOR shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Job Order. JOC CONTRACTOR shall, at all times, exercise complete and exclusive control over the means, methods, sequences and techniques of construction.
- 2.4.4** Survey stakes and marks required for the completion of the construction shown on the plans and described in the specifications will be furnished by the JOC CONTRACTOR.
- 2.4.5** JOC CONTRACTOR, its designee or the JOC CONTRACTOR's Superintendent shall be present at the Work at all times that construction activities are taking place.
- 2.4.5.1** All elements of the Work, such as concrete work, pipe work, etc., shall be under the direct supervision of a foreman, superintendent or his designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the work.

- 2.4.5.2** In the event of noncompliance of this Division 6.1, the City may require the JOC CONTRACTOR to stop or suspend the Work in whole or in part.
- 2.4.6** Where the Job Order requires that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is the JOC CONTRACTOR's responsibility to ensure the Subcontractor employed for such work is approved.
- 2.4.7** Before ordering materials or doing work, the JOC CONTRACTOR and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the drawings; differences, which may be found, shall be submitted to the City for resolution before proceeding with the work.
- 2.4.8** The JOC CONTRACTOR shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the JOC CONTRACTOR with the Job Order before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City at once. Failure to do so would render any change order requested by the JOC CONTRACTOR void.
- 2.4.9** The JOC CONTRACTOR shall establish and maintain all building and construction grades, lines, levels, and bench marks, and shall be responsible for accuracy and protection of same. This work shall be performed or supervised by a licensed civil engineer or surveyor.
- 2.4.10** Any person employed by the JOC CONTRACTOR or any Subcontractor who, in the opinion of the City, does not perform his work in a proper, skillful and safe manner or is intemperate or disorderly shall, at the written request of the City, be removed from the Work by JOC CONTRACTOR or Subcontractor employing such person, and shall not be employed again in any portion of Work without the written approval of the City. The JOC CONTRACTOR or Subcontractor shall hold the City harmless from damages or claims, which may occur in the enforcement of this section.
- 2.4.11** JOC CONTRACTOR assumes responsibility to City for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.
- 2.4.12** JOC CONTRACTOR shall coordinate the activities of all Subcontractors. If CITY performs other work on the Project or at the Site with separate contractors under CITY's control, JOC CONTRACTOR agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

## **2.5 Control of the Work Site**

- 2.5.1** Throughout all phases of construction, including suspension of Work, JOC CONTRACTOR shall keep the Site reasonably free from debris, trash and construction wastes to permit JOC CONTRACTOR to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Prior to receiving Substantial Completion of the Work, or a portion of the Work, JOC CONTRACTOR shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit CITY to occupy the Project or a portion of the Project for its intended use.



- 2.5.2** JOC CONTRACTOR shall take all necessary steps, procedures or means to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the CITY.
- 2.5.3** JOC CONTRACTOR shall maintain ADA accessibility requirements during construction activities in an occupied building or facility, pedestrian ways and sidewalks. ADA accessibility requirements shall include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. JOC CONTRACTOR shall be responsible for the coordination of all work to minimize disruption to building occupants and facilities.
- 2.5.4** Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Site by the JOC CONTRACTOR. When equipment is no longer required for the Work, it shall be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of the JOC CONTRACTOR.
- 2.5.5** The JOC CONTRACTOR is responsible for the cost to dispose of all waste products including excess earth material, which will not be incorporated into the work under this Agreement. The waste product referred to herein shall become the property of the JOC CONTRACTOR. The JOC CONTRACTOR shall provide for the legal disposal at an appropriate off-site location for all waste products, debris, etc., and shall make necessary arrangements for such disposal. Any disposal/dumping of waste products or unused materials shall conform to applicable Federal, State and Local Regulations.
- 2.5.6** The JOC CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction, unless otherwise stated or required by the City. The JOC CONTRACTOR will employ and maintain on the Work a qualified Supervisor or Superintendent who shall have been designated in writing by the JOC CONTRACTOR as the JOC CONTRACTOR's Representative at the site. The representative shall have full authority to act on behalf of the JOC CONTRACTOR and all communications given to the Representative shall be as binding as if given to the JOC CONTRACTOR. The Representative shall be present on the site at all times as required to perform adequate supervision and coordination of the work. Where appropriate all Provisions of M.A.G., Section 105.5, will be applicable.
- 2.5.7** The JOC CONTRACTOR shall plan and conduct all tasks to incorporate best management practice to minimize in accordance with Best Management Practices and governing regulations stormwater pollution and air pollution.
- 2.5.8** The JOC CONTRACTOR shall plan and conduct all tasks in a manner to minimize to the extent practicable the production of waste products.
- 2.5.9** Each work proposal presented by the JOC CONTRACTOR shall identify measures which will be taken to reduce production of waste, reduce air pollution, reduce noise pollution, storm water pollution, and assure consideration of public convenience issues such as trash pickup, and pedestrian, bicycle and motorized vehicular movement. A reasonable cost for such measures shall be identified and subject to deduction for failure to aggressively implement the measures. The measures shall be subject to review and acceptance by the CITY.

## **2.6 Shop Drawings, Product Data and Samples**

- 2.6.1** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the JOC CONTRACTOR proposes to conform to the information given and the design concept expressed in the Contract Documents.
- 2.6.2** The JOC CONTRACTOR shall review, approve, verify, and submit to the CITY one electronic copy of each Shop Drawing, Product Data, Samples, and similar submittal required by the Contract Documents in accordance with the approved schedule as to cause no delay in the Work or in the activities of the CITY or of separate contractors. Submittals made by the JOC CONTRACTOR, which are not required by the Contract Documents, may be returned without action. Physical samples required for a product shall be delivered to the CITY for review, along with the electronic copy of the product data.
- 2.6.3** The JOC CONTRACTOR shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the CITY. Such Work shall be in accordance with approved submittals. One electronic copy of the submittals is required unless otherwise specified in the Job Order Amendment.
- 2.6.4** By approving, verifying and JOC CONTRACTOR represents that the JOC CONTRACTOR has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Job Order.
- 2.6.5** The JOC CONTRACTOR shall not be relieved of responsibility for deviations from requirements of the Job Order by the CITY's approval of Shop Drawings, Product Data, Samples or similar submittals unless the JOC CONTRACTOR has specifically informed the CITY in writing of such deviation at the time of submittal and the CITY has given written approval to the specific deviation. The JOC CONTRACTOR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the CITY's approval thereof.
- 2.6.6** The JOC CONTRACTOR shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the CITY on previous submittals.
- 2.6.7** Informational submittals upon which the CITY is not expected to take responsive action may be so identified in the Contract Documents.
- 2.6.8** When professional certification of performance criteria of materials, systems or equipment is required by the Job Order, the CITY shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

## **2.7 Quality Control, Testing and Inspection**

### **2.7.1 Inspection**

Inspectors may be stationed on the work site to report to the CITY's Representative or his Designee as to the progress of the work, the manner in which it is being performed, and also to report whenever it appears that material furnished or work performed by the JOC CONTRACTOR fails to fulfill the requirements of the specifications and Agreement. The Inspector may direct the attention of the JOC CONTRACTOR to such failure or infringement but such inspection shall not relieve the JOC CONTRACTOR from any

obligation to furnish acceptable materials or to provide completed construction that is satisfactory in every particular.

**2.7.2** In case of any dispute arising between the Inspector and the JOC CONTRACTOR as to material furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question and issue can be referred to and decided by the CITY. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of the specifications. Inspectors shall in no case act as foremen or perform other duties for the JOC CONTRACTOR or interfere with the management of the work by the JOC CONTRACTOR.

**2.7.3** Inspection or supervision by the CITY's Representative or Designee shall not be considered as direct control of the individual workman and his work. The direct control shall be solely the responsibility of the JOC CONTRACTOR.

## **2.8 Materials Testing**

All materials used in the Work shall be new and unused, unless otherwise noted, and shall meet all quality requirements of the Job Order.

**2.8.1** All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection of the CITY.

**2.8.2** The procedures and methods used to sample and test material will be determined by the CITY. Unless otherwise specified, samples and test shall be made in accordance with the latest editions of the standard methods of AASHTO or ASTM, DSPM and MAG supplements.

**2.8.3** For special inspection/testing, the CITY will select a pre-qualified Independent Testing Laboratory and will pay for initial CITY Acceptance Testing. Non-special inspection/testing will be paid by the JOC CONTRACTOR unless otherwise agreed.

**2.8.3.1** When the first and subsequent tests indicate noncompliance with the Job Order, the cost associated with that noncompliance will be paid for by the JOC CONTRACTOR.

**2.8.3.2** When the first and subsequent tests indicate noncompliance with the Job Order, all retesting shall be performed by the same testing agency.

**2.8.3.3** The JOC CONTRACTOR will cooperate with the selected testing laboratory and all others responsible for testing and inspecting the work and shall provide them access to the Work at all times.

**2.8.4** At the option of the City, materials may be approved at the source of supply before delivery is started.

**2.8.5** Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid by the JOC CONTRACTOR, unless otherwise provided in the Job Order.

**2.8.6** JOC CONTRACTOR's convenience and quality control testing and inspections shall be the sole responsibility of the JOC CONTRACTOR and paid by the JOC CONTRACTOR.

## **2.9 Approved Alternates**

Plans and specifications may contain references to equipment and/or materials (patented or unpatented) or "approved alternate(s)." Such references shall be regarded as establishing a standard of quality, finish, appearance or performance, or as indicating a selection or design based upon compatibility with existing equipment, materials or details of construction inherent to the project design. Such references shall not be construed as limiting the selection to a specified item, source or design detail.

- 2.9.1** After execution of the Job Order Amendment, the JOC CONTRACTOR may submit a proposal to the CITY for approved alternates for items referenced in plans and specs. If the CITY approves the proposal for alternates a Change Order will be issued to reflect such changes. The proposal shall include all information necessary for proof of quality and suitability for substitution including benefits, engineering design and data (calculations) and/or detailed plan modifications which may be required by the substitution. The JOC CONTRACTOR shall submit additional information and/or samples when required.
- 2.9.2** The CITY's Representative, will evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the proposal. If rejected, the CITY's Representative shall give notice of rejection to the JOC CONTRACTOR.
- 2.9.3** The Specifications may reference equipment or materials "or alternate". The reference to "or alternate" shall be construed to mean "or approved alternate" in every instance. Use of an alternate or substitute item shall be allowed only if approval was received as outlined in this Section.

**2.10 Project Record Document**

**2.10.1** During the construction period, the JOC CONTRACTOR shall maintain at the jobsite a set of project plans and specifications of the Construction Document drawings and shop drawings for Project Record Document purposes.

**2.10.1.1** The JOC CONTRACTOR shall mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents. The JOC CONTRACTOR shall give particular attention to information on concealed elements, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- Dimensional changes to the drawings.
- Revisions to details shown on Drawings
- Locations and depths of underground utilities
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Locations of concealed internal utilities.
- Changes made by Change Order.
- Details not on original Contract Drawings.

**2.10.1.2** The JOC CONTRACTOR shall mark completely and accurately Record Documents prints of Construction Documents or Shop Drawings, whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference on the Construction Documents location. JOC CONTRACTOR shall mark drawings with detail and precision in accordance with these specifications, but not less than what it requires of the CITY and utilities in the marking of their facilities.

**2.10.1.3** The JOC CONTRACTOR shall mark Project Record Drawings sets with red erasable colored pencil.

**2.10.1.4** The JOC CONTRACTOR shall note Request for Information (RFI) Numbers, American Standards Institute (ASI) Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents.

**2.10.1.5** The JOC CONTRACTOR shall at the time of Substantial Completion, submit Record Documents prints and Shop Drawings to the CITY or its representative for review and comment.

**2.10.2** Immediately upon receipt of the reviewed Record Documents from the CITY, the JOC CONTRACTOR shall correct any deficiencies and/or omissions to the drawings and prepare the following for submission to the CITY:

**2.10.2.1** The original copy of the Record Documents (redline mark-ups).

## **2.11 Project Safety**

**2.11.1** The industrial environment in which the JOC CONTRACTOR operates may on occasion present a potential safety and health hazard to any who may be on the job site, if applicable governmental regulations and sound work rules for maintaining a safe place and environment are not followed. The Occupational Safety and Health Act (OSHA) and the City of Sedona loss control procedures are the minimum standard for safety and environmental protection and must be fully complied with at all times. All work shall be performed in compliance with all applicable federal, state and local laws, ordinances, statutes, rules and regulations including ADOSH policies and procedures. The JOC CONTRACTOR will be required to attend a CITY safety briefing session at the pre-construction meeting. The session shall be attended by the CITY's Representative, the designated Public Works staff, and a JOC CONTRACTOR's Representative.

**2.11.2** Public Works makes available a packet, which contains the CITY's OSHA compliance guidelines, emergency evacuation, the CITY's safety and health plan, and other safety information.

**2.11.3** JOC CONTRACTOR shall conduct tailgate safety meetings regularly to ensure that safety on the job is given priority.

**2.11.4** JOC CONTRACTOR shall contact the CITY's Representative and the CITY Public Works Department within one hour of the occurrence of an accident or injury arising out of the JOC CONTRACTOR's work under this Agreement.

**2.11.5** JOC CONTRACTOR employees are encouraged to abate or remedy any unsafe act or condition, which may arise in the course of the JOC CONTRACTOR's work under this Agreement.

**2.11.6** The CITY reserves the right to conduct safety audits at the job site and stop unsafe acts at any time. In addition, the CITY shall be notified should any OSHA inspection occur at a CITY job site.

**2.11.7** JOC CONTRACTOR recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto.

**2.11.8** JOC CONTRACTOR assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

- 2.11.9** JOC CONTRACTOR shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, JOC CONTRACTOR's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety.
- 2.11.10** The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with JOC CONTRACTOR's personnel, Subcontractors and others as applicable.
- 2.11.11** JOC CONTRACTOR and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any CITY-specific safety requirements set forth in the Contract Documents, provided that such CITY-specific requirements do not violate any applicable Legal Requirement.
- 2.11.12** JOC CONTRACTOR will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to CITY's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-governmental authorities having jurisdiction over safety-related matters involving the Project or the Work. This written report will identify the injured party(s), the apparent cause of the injury, the witnesses to the injury, the response to the injury, and any other additional information that OSHA may require to be provided to the CITY.
- 2.11.13** JOC CONTRACTOR's responsibility for safety under this Section 2.12 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.
- 2.11.14** JOC CONTRACTOR and Subcontractors must agree to provide Material Safety Data Sheets for all substances that are delivered to the City of Sedona, that come under the Occupational Safety and Health Administration Toxic and Hazardous Substances – Hazard Communication Standard, 29 CFR 1910.1200 Hazard Communication (reference Occupational Safety and Health Standards, Subpart Z Toxic and Hazardous Substances – Hazardous Communication Standard).

All JOC CONTRACTORS and all Subcontractors using chemicals on City of Sedona property, shall use only the safest chemicals, with the least harmful ingredients to human and animal health. These chemicals shall be approved for use by a CITY representative prior to bringing them on property. Some chemicals that are automatically approved are legal fuel and non-accumulating, biodegradable, non-toxic chemicals.

JOC CONTRACTOR and all Subcontractors shall make every attempt to apply approved chemicals with highly volatile organic compounds, outside of working hours. Adequate ventilation shall be used at all times during the application of these approved chemicals.

In conjunction with the Occupational Safety and Health Standards, Subpart Z Toxic and Hazardous Substances – Hazard Communication Standard, 29 CFR 1910.1200 Hazard Communication, JOC CONTRACTOR and Subcontractors are hereby informed of the presence of (or possible presence of) chemicals in the area where the work requested will be performed. It is the responsibility of all selected Contractors to contact the CITY for specific information relative to the type of chemicals that the CITY believes may be present and location of appropriate Material Safety Data Sheets.

**2.11.15** Unless included in the Work, if the JOC CONTRACTOR encounters onsite material which he reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by Public Health Laws, he shall immediately stop work and report the condition to the CITY.

**2.11.16** If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by Public Health Laws, the JOC Contractor shall not resume work in the affected area until the material has been abated or rendered harmless. The JOC CONTRACTOR and the CITY may agree, in writing, to continue work in non-affected areas onsite. An extension of Contract Time may be granted in accordance with Article 6.

**2.11.17** Upon discovery of hazardous materials the JOC CONTRACTOR will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions.

## **2.12 Warranty**

The provisions of M.A.G., Section 108.8 shall apply with the following additional requirements:

**2.12.1** Should the JOC CONTRACTOR fail to begin repairs or corrective work within fourteen (14) calendar days after receipt of written notice from the CITY, the CITY may perform the necessary work and the JOC CONTRACTOR hereby agrees to reimburse the CITY for the actual cost.

**2.12.2** If the JOC CONTRACTOR is required to repair or replace any portion of the Project pursuant to the two-year guarantee provided by this section, the repair or replacement shall similarly be guaranteed for an additional one-year period from the date of completion of the repair.

**2.12.2.1** This guarantee will not apply to damage caused by normal wear and tear or by acts beyond the JOC CONTRACTOR's control.

**2.12.3** JOC CONTRACTOR's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than JOC CONTRACTOR or anyone for whose acts JOC CONTRACTOR may be liable.

**2.12.4** JOC CONTRACTOR 's warranty obligation shall be for two (2) years unless otherwise stated in the Job Order Amendment.

**2.12.5** Nothing in this warranty is intended to limit any manufacturer's warranty which provides CITY with greater warranty rights than set forth in this Section 2.12 or the Contract Documents. JOC CONTRACTOR will provide CITY with all manufacturers' warranties upon Substantial Completion of each job order.

## **2.13 Correction of Defective Work**

**2.13.1** JOC CONTRACTOR agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.12 above, within a period of two (2) years from the date of final acceptance of the Work or any portion of the Work by the CITY, or within such longer period to the extent required by the Contract Documents. A Progress Payment, or partial or entire use or occupancy of the Project by the CITY shall not constitute acceptance of Work not in accordance with the Contract Documents.

- 2.13.2** During the Work, JOC CONTRACTOR shall take meaningful steps to commence correction of such nonconforming Work as notified by the CITY. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If JOC CONTRACTOR fails to commence the necessary steps during the Work, CITY, in addition to any other remedies provided under the Contract Documents, may provide JOC CONTRACTOR with written notice that CITY will commence correction of such nonconforming Work with its own forces.
- 2.13.3** JOC CONTRACTOR shall, take meaningful steps to commence correction of nonconforming Work subject to Section 2.12 above. These measures include but are not limited to timely correction of the Work. If the JOC CONTRACTOR fails to initiate necessary measures with such work within seven days of receipt of written notice from the CITY, the CITY, in addition to any other remedies provided under the Contract Documents, may provide JOC CONTRACTOR with written notice that the CITY will commence correction of such nonconforming Work with its own forces.
- 2.13.4** If the CITY does perform such corrective Work, JOC CONTRACTOR shall be responsible for all reasonable costs incurred by the CITY in performing such correction.
- 2.13.5** The JOC CONTRACTOR shall immediately respond to any nonconforming Work that creates an emergency.
- 2.13.6** The two-year period referenced in Division 2.13.1 above applies only to JOC CONTRACTOR's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies CITY may have regarding JOC CONTRACTOR's other obligations under the Contract Documents.

### **Article 3 - City's Services and Responsibilities**

- 3.1 Duty to Cooperate.** CITY shall, throughout the performance of the Contract Services, cooperate with JOC CONTRACTOR and perform its responsibilities, obligations and services in a timely manner to facilitate JOC CONTRACTOR's timely and efficient performance of the Contract Services and so as not to delay or interfere with JOC CONTRACTOR's performance of its obligations under the Contract Documents.
- 3.2 Information and Services.** CITY shall furnish the JOC CONTRACTOR, at no cost to the JOC CONTRACTOR, the following information or services for this project:
- 3.2.1** One copy of data pertinent to the work. However, the JOC CONTRACTOR can request from the CITY information required for the project.
- 3.2.2** Project funding and budget allocations and any changes affecting the funding or budget allocations.
- 3.2.3** For purpose of determining the Job Order Price, any Plans and Specifications.
- 3.3 CITY's Representative**
- 3.3.1** CITY's Representative shall be responsible for providing City-supplied information and approvals in a timely manner to permit JOC CONTRACTOR to fulfill its obligations under the Contract Documents.
- 3.3.2** CITY's Representative shall also provide JOC CONTRACTOR with prompt notice if it observes any failure on the part of JOC CONTRACTOR to fulfill its contractual



obligations, including any default or defect in the project or non-conformance with the drawings and specifications.

### **3.4 Design Professional Services**

**3.4.1** The CITY may contract separately with one or more Design Professionals to provide architectural and/or engineering design of the Project in accordance with the provisions of A.R.S. §34-603. This does not relieve the JOC CONTRACTOR of their design responsibility.

**3.4.2** The CITY may contract with the Design Professional to provide some or all of the following services during the performance of the Work

### **3.5 CITY's Separate Contractors**

CITY is responsible for all work performed on the Project or at the Site by separate contractors under CITY's control. CITY shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, JOC CONTRACTOR in order to enable JOC CONTRACTOR to timely complete the Work consistent with the Contract Documents.

## **Article 4 - Contract Time and Job Order Time**

### **4.1 Contract Time**

**4.1.1** Contract Time shall commence on the Notice to Proceed date for this Agreement and shall be for one year with the option to extend for up to four one-year periods.

**4.1.1.1** The option to extend will be exercised based on the contractor's successful performance and the needs of the CITY. This option to extend may be exercised at the sole discretion of the CITY.

**4.1.1.2** A Contract Amendment will be processed for each extension and will commence on the anniversary date of the Notice to Proceed.

**4.1.2** This Agreement will remain in full force and effect during the performance of any Job Order.

**4.1.3** Work that has been started before the termination date of the contract can be completed after the termination date, however, no new Job Order Amendments may be issued.

### **4.2 Job Order Time**

**4.2.1** Job Orders may be issued at any time during the term of this Agreement.

**4.2.2** Each Job Order will include a Job Order Notice to Proceed date, Duration of the Work as determined pursuant to Division 5.2 and a calculated Substantial Completion date.

**4.2.3** JOC CONTRACTOR agrees that it will commence performance of the Work and achieve the Job Order Time.

**4.2.4** Each Job Order Time shall be subject to adjustment in accordance with Article 6.

### **4.3 Substantial Completion**

- 4.3.1** Substantial Completion of each Job Order is when all construction has been completed with the exception of final inspection punch list work. The purpose of granting or acknowledging substantial completion is to stop Job Order Time.
- 4.3.2** Prior to notifying the CITY in accordance to Division 4.3.3 below, the JOC CONTRACTOR shall inspect the Work and prepare and submit to the CITY a comprehensive list of items to be completed or corrected. The JOC CONTRACTOR shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the JOC CONTRACTOR to complete all Work in accordance with the Contract Documents.
- 4.3.3** JOC CONTRACTOR shall notify the CITY in writing when it believes a Job Order, or to the extent permitted in the Contract Documents, a portion of the Job Order, is substantially complete.
- 4.3.4** Within five (5) days of CITY's receipt of JOC CONTRACTOR's notice, CITY and JOC CONTRACTOR will jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.
- 4.3.5** If such Work is substantially complete, CITY shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed within thirty (30) calendar days before Final Acceptance, (iii) provisions (to the extent not already provided in the Contract Documents) establishing CITY's and JOC CONTRACTOR's responsibility for the Project's security, maintenance, utilities and insurance pending Final Acceptance.
- 4.3.6** CITY, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Division 4.3.5 above, (ii) JOC CONTRACTOR and CITY have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) CITY and JOC CONTRACTOR agree that CITY's use or occupancy will not interfere with JOC CONTRACTOR's completion of the remaining Work.

**4.4 Final Acceptance.** Upon receipt of written notice that the Work or identified portions of the Work is ready for final inspection and acceptance CITY and JOC CONTRACTOR will jointly inspect to verify that the remaining items of Work have been completed as set forth in Division 4.3.5. The CITY will issue a Final Acceptance Letter after the full work is complete.

### **4.5 Liquidated Damages.**

- 4.5.1** JOC CONTRACTOR understands that if Substantial Completion is not attained within the Duration of the Work as adjusted for each Job Order, CITY will suffer damages, which are difficult to determine and accurately specify. The JOC CONTRACTOR agrees that if Substantial Completion is not attained within the Duration of the Work as adjusted, JOC CONTRACTOR shall pay CITY the amount prescribed in Division 4.5.2 below as liquidated damages for each Day that Substantial Completion extends beyond the date determined by the Duration of the Work as adjusted.

- 4.5.2** The liquidated damages for each Job Order unless a specific amount has been determined in the Job Order Amendment shall be per MAG Specifications Section 108.9, Table 108-1.

### **Article 5- Contract Price and Job Order Price**

#### **5.1 Contract Price.**

This Agreement will have a maximum amount of **\$900,000**.

- 5.1.1** If the CITY opts to extend this Agreement pursuant to Division 4.1.1, the Contract Amendment will increase the maximum amount, if necessary.

#### **5.2 Job Order Price**

- 5.2.1.** Each Job Order price is subject to adjustments made in accordance with Article 6.
- 5.2.2** The Job Order Price shall be calculated using the Unit Prices as shown in Exhibit A, and a cost for any Special Items.
- 5.2.2.1** Unless otherwise provided in the Contract Documents, each Job Order Price is deemed to include all sales, use, consumer and other taxes which are legally enacted when negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- 5.2.2.2** The JOC CONTRACTOR guarantees to bring each Job Order within the Job Order Price or JOC CONTRACTOR alone will be required to pay the difference between the actual cost and the Job Order Price.
- 5.2.2.3** The Unit Prices and the Cost-coefficient are subject to adjustment by Contract Amendment in accordance with Article 6.
- 5.2.3** The scope of work will vary with each Job Order. At the beginning of each Job Order, a scope conference will be scheduled to define design and construction services required of the JOC CONTRACTOR. The Job Order Amendment and related documents will be given to the JOC CONTRACTOR.
- 5.2.3.1** The JOC CONTRACTOR will be asked to provide a proposal with the Job Order Price and a schedule indicating the Duration of the Work for the proposed Job Order based on the scope meeting and the provided documents.
- 5.3** If the JOC CONTRACTOR subcontracts or intends to subcontract part or all of the work under a job order and if the job order construction services contract includes descriptions of standard individual tasks, standard unit prices for standard individual tasks and pricing of job orders based on the number of units of standard tasks in the job order. All subcontracted work shall comply with the ARS most recent requirements.
- 5.3.1** The JOC CONTRACTOR shall deliver promptly to each Subcontractor invited to bid a coefficient to the JOC CONTRACTOR to do all or part of the work under one or more job orders:
- 5.3.1.2** A copy of the descriptions of all standard individual tasks on which the Subcontractor is invited to bid.
- 5.3.1.3** A copy of the standard unit prices for the individual tasks on which the Subcontractor is invited to bid.

- 5.3.2** If not previously delivered to the Subcontractor, the JOC CONTRACTOR shall deliver promptly the following to each Subcontractor invited to or that has agreed to do any of the work included in any job order:
- 5.3.2.1** A copy of the description of each standard individual task that is included in the job order and that the Subcontractor is invited to perform.
- 5.3.2.2** The number of units of each standard individual task that is included in the job order and that the Subcontractor is invited to perform.
- 5.3.2.3** The standard unit price for each standard individual task that is included in the job order and that the Subcontractor is invited to perform.

## **Article 6 – Changes to Job Order Price and Time**

### **6.1 Delays to the Contract Services**

- 6.1.1** If JOC CONTRACTOR is delayed in the performance of the Contract Services due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom JOC CONTRACTOR is responsible, the Job Order Times for performance shall be reasonably extended by Change Order.
- 6.1.2** The JOC CONTRACTOR shall request an increase in the Job Order Time by written notice including an estimate of probable effect of delay on progress of the Contract Services.
- 6.1.2.1** In the case of a continuing delay only one request is necessary. However, the CITY reserves the right to request, and the JOC CONTRACTOR shall provide, updates on the anticipated impact of the delay and changes in the cause or severity of the reason for the delay. The JOC CONTRACTOR shall provide the updates within three working days of the CITY request. Failure to provide the update shall result in a lost of delay claim time to the extent the update is received late.
- 6.1.2.2** Written notice shall be received within five (5) Days of the commencement of the cause of the delay.
- 6.1.2.3** When a written notice is received more than five (5) days after commencement of the cause of the delay, the period of delay shall be deemed to commence thirty (30) days prior to the giving of such notice.
- 6.1.3** By way of example, events that may entitle the JOC CONTRACTOR to an extension of the Job Order Time include acts or omissions of CITY or anyone under CITY's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, wars, floods, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.
- 6.1.4** If adverse weather conditions are the basis for a request for additional Job Order Time, such requests shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction. Also, the JOC CONTRACTOR shall demonstrate that they took appropriate action to avoid or minimize the impact of the adverse weather.

- 6.1.5** It is understood, however, that permitting the JOC CONTRACTOR to proceed to complete any services, or any part of them, after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the CITY of any of its legal rights herein.
- 6.1.6** In addition to JOC CONTRACTOR's right to a time extension for those events set forth in this Division 6.1, JOC CONTRACTOR shall also be entitled to an appropriate adjustment of the Job Order Price provided, however, that the Job Order Price shall not be adjusted for those events set forth in this Division 6.1 that are beyond the control of both JOC CONTRACTOR and CITY, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.
- 6.1.7** If JOC CONTRACTOR is delayed in the performance of the Contract Services due to a delay for which the CITY is responsible, that is unreasonable under the circumstances and that was not within the contemplation of the parties to the contract, negotiations between the CITY and the JOC CONTRACTOR for the recovery of damages related to expenses incurred by the JOC CONTRACTOR may be initiated. This section shall not be construed to void any provision in the contract that requires notice of delays, provides for arbitration or other procedures for settlement or provides for liquidated damages.

## **6.2 Differing Site Conditions**

- 6.2.1** If JOC CONTRACTOR encounters a Differing Site Condition, JOC CONTRACTOR will be entitled to an adjustment in the Job Order Price and/or Job Order Times to the extent JOC CONTRACTOR's cost and/or time of performance are adversely impacted by the Differing Site Condition. The CITY shall also be entitled to an adjustment due to Differing Site Conditions to one-half the beneficial impact of the Condition on the work.
- 6.2.2** Upon encountering a Differing Site Condition, JOC CONTRACTOR shall provide prompt written notice to CITY of such condition, which notice shall not be later than seven (7) days after such condition has been encountered. JOC CONTRACTOR shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

## **6.3 Errors, Discrepancies and Omissions.**

- 6.3.1** If the JOC CONTRACTOR observes errors, discrepancies or omissions in the Contract Documents, he shall promptly notify the CITY and request clarification.
- 6.3.2** If the JOC CONTRACTOR proceeds with the Work affected by such errors, discrepancies or omissions, without receiving such clarifications, he does so at his own risk. Adjustments involving such circumstances JOC CONTRACTOR's risk.

## **6.4 CITY Requested Change in Job Order.**

- The CITY reserves the right to make, at any time during the progress of a Job Order, such alterations as may be found necessary or desirable.
- 6.4.1** Such alterations and changes shall not invalidate this Agreement or the Job Order Amendment nor release the surety and the JOC CONTRACTOR agrees to perform the Job Order as altered, the same as if it has been a part of the original Contract Documents.
- 6.4.2** The CITY will request a proposal for a change in a Job Order from JOC CONTRACTOR, and an adjustment in the Job Order Price and/or Job Order Times shall be made based on the Unit Prices, Cost-coefficient and time.

**6.5 Legal Requirements.**

The Job Order Price and/or Job Order Times shall be adjusted to compensate JOC CONTRACTOR for the effects of any changes in the Legal Requirements enacted after the date of the Job Order Amendment affecting the performance of the Work. Such effects may include, without limitation, revisions required to be made to the Construction Documents because of changes in Legal Requirements.

**6.6 Change Orders.**

**6.6.1** CITY and JOC CONTRACTOR shall negotiate in good faith and as expeditiously as possible the appropriate adjustments. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the adjustment.

**6.6.2** All changes to a Job Order authorized by Change Orders shall be performed under the conditions of the Contract Documents.

**6.7 Minor Changes in a Job Order**

**6.7.1** The CITY has authority to order minor changes to a Job Order that do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Such changes shall be effected by written order and shall be binding on the CITY and JOC CONTRACTOR. The JOC CONTRACTOR shall carry out such written orders promptly.

**6.7.2** JOC CONTRACTOR may make minor changes to a Job Order, provided, however that JOC CONTRACTOR shall promptly inform CITY, in writing, of any such changes and record such changes, if appropriate, on the Project Record Documents maintained by JOC CONTRACTOR.

**6.7.3** Minor changes to a Job Order will not involve an adjustment in the Job Order Price and/or Job Order Times.

**6.8 Job Order Price Adjustments**

**6.8.1** The increase or decrease in Job Order Price resulting from a change in the Work shall be determined by the Unit prices set forth in Exhibit A and the Cost-coefficient.

**6.8.2** If application of such Unit Prices will cause substantial inequity to CITY or JOC CONTRACTOR because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

**6.8.3** If CITY and JOC CONTRACTOR disagree upon whether JOC CONTRACTOR is entitled to be paid for any services required by CITY, or if there are any other disagreements over the scope of a Job Order or proposed changes to a Job Order, CITY and JOC CONTRACTOR shall resolve the disagreement pursuant to Article 8 hereof.

**6.8.3.1** As part of the negotiation process, JOC CONTRACTOR shall furnish CITY with a good faith estimate of the costs to perform the disputed services in accordance with CITY's interpretations.

**6.8.3.2** If the parties are unable to agree and CITY expects JOC CONTRACTOR to perform the services in accordance with CITY's interpretations, JOC CONTRACTOR shall proceed to perform the disputed services, conditioned upon CITY issuing a written order to JOC CONTRACTOR (i) directing JOC CONTRACTOR to proceed and (ii) specifying CITY's interpretation of the services that are to be performed.

## **6.9 Changes to Unit Prices and Cost- coefficient**

- 6.9.1** If a work item needs to be added to the Unit Prices shown in Exhibit A, the CITY will determine the new Unit Price utilizing the same method used to determine the original Unit Prices.
- 6.9.2** If this Agreement is extended pursuant to Divisions 4.1 and 5.1, the Unit Prices may be changed based on inflationary, deflationary and market changes at the time of the extension.
  - 6.9.2.1** The Unit Prices will be evaluated by the CITY utilizing the same method used to determine the original unit pricing.
  - 6.9.2.2** Unit Prices affected by the price of bituminous material and diesel fuel will be adjusted based on the Arizona State Department of Transportation price adjustment formula for bituminous material and diesel fuel.
  - 6.9.2.3** The JOC CONTRACTOR may provide documentation demonstrating market changes to be considered by the CITY.
- 6.9.3** If this Agreement is extended pursuant to Divisions 4.1 and 5.1, the Cost-coefficient may be adjusted at the time of the extension.
  - 6.9.3.1** The Cost-Coefficient will be adjusted for documented changes in taxes, bonding and insurance.
  - 6.9.3.2** Adjustment for changes in the JOC CONTRACTOR's operating costs may be negotiated.
- 6.9.4** During the Contract Time between extension dates the JOC CONTRACTOR may request in writing to the City Engineer a JOC Amendment to adjust a Unit Price or the Cost-coefficient.
- 6.9.5** Unit Price adjustments will be allowed at the extension of the contract, except as otherwise specifically stated.
- 6.10 Emergencies.** In any emergency affecting the safety of persons and/or property, JOC CONTRACTOR shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Job Order Price and/or Job Order Time(s) resulting from emergency work under this Section 6.10 shall be determined as provided in this Article 6.

## **Article 7- Procedure for Payment**

### **7.1 Job Order Payment Request**

- 7.1.1** When monthly progress payments are authorized, the Contractor shall, on the date determined during the pre-construction meeting, submit to the City an itemized application for payment, supported by "Status As-Builts" and such data substantiating the Contractor's right to payment as the City may require, on forms acceptable to the City. Progress payments shall be made no more than once each calendar month and provided that there are a minimum fifteen (15) calendar days between payments, unless otherwise authorized on a payment-by-payment basis by the City Engineer or City Manager. Progress payments are subject to retainage of ten percent (10%) with possible reduction to five percent (5%) in accordance with the provisions of Arizona Revised Statutes.
- 7.1.2** The Job Order Payment Request shall constitute JOC CONTRACTOR's representation that the Work has been performed consistent with the Contract Documents, has

progressed to the point indicated in the Job Order Payment Request, and that all Work for which payment is requested has been incorporated into the project and is clear of all claims, liens, encumbrances and security interests. The CITY reserves the right to request written documents verifying the clear status of any work for which payment is requested.

## **7.2 Partial Payments**

- 7.2.1** Partial payment will be made for Job Orders with Duration of the Work greater than 90 Days and may be made if Duration of the Work is less than 90 Days.
- 7.2.2** JOC CONTRACTOR shall submit a Job Order Payment Request to the CITY once each calendar month, but not more than once in a 30-day period, beginning with the first month after the Job Order Notice to Proceed. The first payment request shall not be made prior to 15 days after starting the work.
- 7.2.3** The Job Order Payment Request may request payment only for equipment and materials incorporated into the Project.
  - 7.2.3.1** For equipment and materials suitably stored at the Site, the equipment and materials shall be protected by suitable insurance and CITY shall receive the equipment and materials free and clear of all liens and encumbrances.
  - 7.2.3.2** For materials and equipment stored off the Site, the CITY must approve the storage. The material and equipment must be stored within Yavapai County or Coconino County and be accessible for CITY's inspection. Title to such materials and equipment shall include applicable insurance, bonding, storage and transportation to the Site.
  - 7.2.3.3** All bonds and insurance required for stored materials shall be in the CITY's name.

## **7.3 Payment of Job Order Price**

- 7.3.1** Invoice Processing: The CITY will not accept inaccurate, illegible, or incomplete invoices (requests for payments). Invoices shall be hard copy, with original signature. Electronic or facsimile signatures are not acceptable on the invoice.
  - 7.3.1.1** The CITY distributes payments on every other Thursday, beginning on **10/15/2015**, unless holidays dictate otherwise.
  - 7.3.1.2** The CITY's Project Engineer must receive an acceptable, correct invoice with required supporting documentation not later than close of business on the Monday, ten calendar days prior to the expected check distribution day.
  - 7.3.1.3** For projects longer than sixty (60) calendar days duration, each request for payment shall be accompanied by a progress schedule, effective through the invoice period. The CITY shall not release a payment until the contractor provides an acceptable, accurate, and updated project schedule.
- 7.3.2** CITY shall pay JOC CONTRACTOR all amounts properly due. If CITY determines that JOC CONTRACTOR is not entitled to all or part of a JOC CONTRACTOR Payment Request, it will notify JOC CONTRACTOR in writing within seven (7) days after the date JOC CONTRACTOR Payment Request is received by the CITY. The notice shall indicate the specific amounts CITY intends to withhold, the reasons and contractual basis for the withholding, and the specific measures JOC CONTRACTOR must take to rectify CITY's concerns. JOC CONTRACTOR and CITY will attempt to resolve CITY's concerns. If the



parties cannot resolve such concerns, JOC CONTRACTOR may pursue its rights under the Contract Documents, including those under Article 8 hereof.

#### **7.4 Retention on Job Order Payments**

Pursuant to Arizona Revised Statutes Title 34-609.B: There is a 10% retention for job-order-contracting construction services until 50% of the job is complete, then one-half of the retained amount is to be paid. Future retentions are limited to 5%.

#### **7.5 Final Payment**

**7.5.1** After receipt of a final JOC CONTRACTOR Payment Request, CITY shall make final payment including retention as prescribed in this Article, provided that JOC CONTRACTOR has completed all of the Work in conformance with the Contract Documents and a Final Acceptance Letter has been issued by the CITY.

**7.5.2** At the time of submission of its final JOC CONTRACTOR Payment Request for each job order, JOC CONTRACTOR shall provide the following information:

**7.5.2.1** An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect CITY's interests; and

**7.5.2.2** A general release executed by JOC CONTRACTOR waiving, upon receipt of final payment by JOC CONTRACTOR, all claims, except those claims previously made in writing to CITY and remaining unsettled at the time of final payment;

#### **7.6 Payments to Subcontractors or Supplier**

**7.6.1** JOC CONTRACTOR shall pay its Subcontractors or suppliers within seven (7) calendar days of receipt of each progress payment from the CITY. The JOC CONTRACTOR shall pay for the amount of Work performed or materials supplied by each Subcontractor or supplier as accepted and approved by the CITY with each progress payment. No Contract between JOC CONTRACTOR and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment as provided herein.

**7.6.2** If the JOC CONTRACTOR fails to make payments in accordance with these provisions, the CITY may take any one or more of the following actions and JOC CONTRACTOR agrees that the CITY may take such actions:

**7.6.2.1** To hold the JOC CONTRACTOR in default under this Agreement;

**7.6.2.2** Withhold future payments including retention until proper payment has been made to Subcontractors or suppliers in accordance with these provisions;

**7.6.2.3** Reject all future offers to perform work for the CITY from the JOC CONTRACTOR for a period not to exceed one year from Substantial Completion date of this Project; or

**7.6.2.4** Terminate this agreement.

**7.6.3** If JOC CONTRACTOR's payment to a Subcontractor or supplier is in dispute, JOC CONTRACTOR and Subcontractor or supplier agree to submit the dispute to any of one of the following dispute resolution processes within fourteen (14) calendar days from the date any party gives notice to the other: (a) binding arbitration; (b) a form of alternative dispute resolution (ADR) agreeable to all parties or (c) a City of Sedona facilitated

mediation. When a disputed claim is resolved through ADR or otherwise, the JOC CONTRACTOR and Subcontractor or supplier agree to implement the resolution within seven (7) calendar days from the resolution date.

**7.6.4** Should the CITY fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.

**7.6.5** JOC CONTRACTOR shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Agreement.

**7.7 Record Keeping and Finance Controls**

**7.7.1** Records of the JOC CONTRACTOR's direct personnel payroll, reimbursable expenses pertaining to each Job Order and records of accounts between the CITY and JOC CONTRACTOR shall be kept on a generally recognized accounting basis and shall be available for three years after completion of the Project. The CITY reserves the right to review and comment upon the adequacy of the account records.

**7.7.2** The CITY, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the JOC CONTRACTOR's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any change orders.

**7.7.3** The CITY reserves the right to decrease Contract provisions regarding account records, Price and/or payments made on this Agreement and also require reimbursement if, upon audit of the JOC CONTRACTOR's records, the audit discloses the JOC CONTRACTOR has provided false, misleading, or inaccurate cost and pricing data.

**7.7.4** The JOC CONTRACTOR shall include a similar provision in all of its agreements with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the CITY, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.

**7.7.5** The CITY reserves the right to decrease Contract Price and/or payments made on this Agreement if the above provision is not included in Subconsultants' and Subcontractors' contracts, and one or more Subconsultants and/or Subcontractors do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.

**Article 8- Claims and Disputes**

**8.1 Requests for Contract Adjustments and Relief.**

**8.1.1** If either JOC CONTRACTOR or CITY believes that it is entitled to relief against the other for any event arising out of or related to Contract Services, such party shall provide written notice to the other party of the basis for its claim for relief.

**8.1.2** Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Agreement.

**8.1.3** In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to

the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.

- 8.1.4 Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request. The amount of claim compensation cannot include compensation for factors occurring more than 21 days before the claim.

## 8.2 Dispute Avoidance and Resolution

- 8.2.1 The parties are committed to working with each other throughout the Project. If disputes or disagreements do arise, JOC CONTRACTOR and CITY shall in good faith work to resolve such disputes or disagreements in conformance with the procedures specified in this contract.

- 8.2.2 JOC CONTRACTOR and CITY will first attempt to resolve disputes or disagreements at the field level through discussions between JOC CONTRACTOR's Representative and CITY's Representative.

- 8.2.3 If a dispute or disagreement cannot be resolved through JOC CONTRACTOR's Representative and CITY's Representative within fifteen (15) days from the date any party gives notice to the other, JOC CONTRACTOR's Senior Representative and CITY's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement.

- 8.3 **Duty to Continue Performance** Unless provided to the contrary in the Contract Documents, JOC CONTRACTOR shall continue to perform the Work and CITY shall continue to satisfy its payment obligations which are not in dispute to JOC CONTRACTOR, pending the final resolution of any dispute or disagreement between JOC CONTRACTOR and CITY.

## 8.4 Representatives of the Parties

### 8.4.1 CITY's Representatives

- 8.4.1.1 CITY designates the individual listed below as the CITY's Senior Representative, which individual has the authority and responsibility for resolving disputes under Division 8.2.3:

J. Andy Dickey, PE, Director of Public Works/City Engineer  
102 Roadrunner Drive  
Sedona, AZ 86336  
Phone: (928) 203-5039

- 8.4.1.2 The CITY designates the individual listed below as the CITY's Representative who will manage the Job Order.

Roxanne Holland, PE, Associate Engineer  
102 Roadrunner Drive  
Sedona, AZ 86336,  
Phone: (928) 203-5069

### 8.4.2 JOC CONTRACTOR's Representatives

- 8.4.2.1** JOC CONTRACTOR designates the individual listed below as the JOC CONTRACTOR's Senior Representative, which individual has the authority and responsibility for avoiding and resolving disputes under Division 8.2.3:

Tyler Johnson, General Manager  
KP Ventures Well Drilling & Pump Company, LLC  
PO Box 2411  
Cottonwood, AZ 86336  
Office Phone (928) 639-1709

- 8.4.2.2** JOC CONTRACTOR will designate an individual for each Job Order as the JOC CONTRACTOR's Representative.

## **Article 9 – Suspension and Termination**

### **9.1 CITY's Right to Stop Contract Services**

- 9.1.1** CITY may, at its discretion and without cause, order JOC CONTRACTOR in writing to suspend the Work on a Job Order. The JOC CONTRACTOR is responsible for site security and protection during a suspension unless otherwise stated in writing by the CITY. Payment for such work during suspension shall be subject to the compensation provisions of this contract.
- 9.1.2** JOC CONTRACTOR may seek an adjustment of the Job Order Price and/or Job Order Time if its cost or time to perform the Contract Services has been adversely impacted by any suspension or stoppage of Work by the CITY.

### **9.2 Termination for Convenience**

- 9.2.1** Upon receipt of written notice to JOC CONTRACTOR, CITY may, at its discretion and without cause, elect to terminate this Agreement or any Job Order.
- 9.2.2** If the CITY suspends the Work on any Job Order for 181 consecutive Days or more, such suspension shall be deemed a termination for convenience.
- 9.2.3** Upon receipt of written notice of termination of this Agreement or any Job Order, the JOC CONTRACTOR shall proceed with the following obligations.
- 9.2.3.1** Stop Work as specified in the notice.
- 9.2.3.2** Place no further subcontracts or orders.
- 9.2.3.3** Terminate all subcontracts to the extent they relate to the work terminated.
- 9.2.3.4** Assign to the CITY all right, title and interest of the JOC CONTRACTOR under the subcontracts terminated, in which case the CITY shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- 9.2.3.5** Take any action that may be necessary for the protection and preservation of the property related to the Job Order or Orders that is in the possession of the JOC CONTRACTOR and in which the CITY has or may acquire an interest.
- 9.2.4** The JOC CONTRACTOR shall submit complete termination inventory schedules no later than 120 Days from the date of the notice of termination.
- 9.2.5** The CITY shall pay JOC CONTRACTOR the following:

- 9.2.5.1** The direct value of its completed Work and materials supplied as of the date of termination not to exceed the total value of the Job Order, unless approved by change order.
- 9.2.5.2** The reasonable costs and expenses attributable to such termination.
- 9.2.5.3** JOC CONTRACTOR shall be entitled to profit and overhead on completed Work only and shall not be entitled to anticipated profit or anticipated overhead for uncompleted Work. If it appears the JOC CONTRACTOR would have sustained a loss on the entire Contract Services had they been completed, the JOC CONTRACTOR shall not be allowed profit and the CITY shall reduce the settlement to reflect the indicated rate of loss.
- 9.2.6** The JOC CONTRACTOR shall maintain all records and documents for three years after final settlement. These records shall be maintained and subject to auditing as prescribed in Division 7.7.

### **9.3 CITY's Right to Perform and Terminate for Cause**

- 9.3.1** If the CITY provides the JOC CONTRACTOR with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and the JOC CONTRACTOR fails to comply in a time frame specified, the CITY may have work accomplished by other sources at the JOC CONTRACTOR's expense.
- 9.3.2** If JOC CONTRACTOR persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subconsultants and/or Subcontractors, (v) prosecute the Contract Services with promptness and diligence to ensure that a Job Order is completed by the Job Order Time, as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then CITY, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Divisions 9.3.3 and 9.3.4 below.
- 9.3.3** Upon the occurrence of an event set forth in Division 9.3.2 above, CITY may provide written notice to JOC CONTRACTOR that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days or other longer period, not to exceed ninety (90) days at the sole discretion of the City as specified in the notice, of JOC CONTRACTOR's receipt of such notice.
- 9.3.3.1** If JOC CONTRACTOR fails to cure, or reasonably commence to cure, such problem, then CITY may give a second written notice to JOC CONTRACTOR of its intent to terminate within an additional seven (7) days or other longer period, not to exceed ninety (90) days at the sole discretion of the CITY as specified in the notice, of JOC CONTRACTOR's receipt of such notice.
- 9.3.3.2** If JOC CONTRACTOR, within the second period, fails to cure, or reasonably commence to cure, such problem, then CITY may declare the Agreement terminated for default by providing written notice to JOC CONTRACTOR of such declaration.
- 9.3.4** Upon declaring the Agreement terminated pursuant to Subdivision 9.3.3.2 above, CITY may for all Job Orders enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which JOC CONTRACTOR hereby transfers, assigns and sets over to CITY for

such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

- 9.3.5** In the event of such termination, JOC CONTRACTOR shall not be entitled to receive any further payments under the Contract Documents until the Work on all Job Orders shall be finally completed in accordance with the Contract Documents. At such time, the JOC CONTRACTOR will only be entitled to be paid for Work performed and accepted by the CITY prior to its default.
- 9.3.6** If CITY's cost and expense of completing the Work exceeds the unpaid balance of a Job Order Price or Job Order Prices, then JOC CONTRACTOR shall be obligated to pay the difference to CITY. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by CITY in connection with the re-procurement and defense of claims arising from JOC CONTRACTOR's default.
- 9.3.7** If CITY terminates this Agreement for cause and the termination is determined to have been without legal right, the termination for cause shall be deemed to have been a termination for convenience in accordance with the provisions of Division 9.2.

### **Article 10 - Insurance and Bonds**

#### **10.1 Insurance Requirements**

- 10.1.1** Concurrently with the execution of this Agreement, the JOC CONTRACTOR shall furnish the CITY a certificate of insurance on a standard insurance industry ACORD form. The ACORD form shall be issued by an insurance company authorized to transact business in the state of Arizona. The CITY shall be named as additional insured on liability policies.
- 10.1.2** JOC CONTRACTOR, Subcontractors and Subconsultants shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the JOC CONTRACTOR, his agents, representatives, employees, or Subcontractors.
- 10.1.3** The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The limits on the insurance renew upon each extension of the contract, and shall not be cumulative over the life of the contract.
- 10.1.4** The CITY in no way warrants that the minimum limits contained herein are sufficient to protect the JOC CONTRACTOR from liabilities that might arise out of the performance of the Contract Services under this Agreement by the JOC CONTRACTOR, his agents, representatives, employees, Subcontractors or Subconsultants and JOC CONTRACTOR is free to purchase such additional insurance as may be determined necessary.

**10.2** Minimum Scope and Limits of Insurance. JOC CONTRACTOR shall provide coverage at least as broad and with limits of liability not less than those stated below.

**10.2.1** Commercial General Liability-Occurrence Form (Each Occurrence)

(Form CG 0001, ed. 10/93 or any replacements thereof)

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000

Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$50,000

**10.2.2** Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles (Each Occurrence)

(Form CA 0001, Ed 12/93 or any replacement thereof)

Combined Single Limit Per Accident For Bodily Injury and Property Damage	\$1,000,000
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**10.2.3** Workers Compensation and Employers Liability (Each Occurrence)

Workers Compensation Statutory	
Employers Liability: Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

**10.2.4** Builders' Risk Insurance (Course of Construction)

To be provided in the amount of 50% of the annual total or the annual total on the JOC.

**10.3 Self-Insured Retentions**

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

**10.4 Other Insurance Requirements**

The policies are to contain, or be endorsed to contain, the following provisions:

**10.4.1 Commercial General Liability and Automobile Liability Coverages**

**10.4.1.1**The CITY, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the JOC CONTRACTOR including the CITY's general supervision of the JOC CONTRACTOR; products and completed operations of the JOC CONTRACTOR; and automobiles owned, leased, hired, or borrowed by the JOC CONTRACTOR.

**10.4.1.2**The JOC CONTRACTOR's insurance shall contain broad form contractual liability coverage and shall not exclude liability arising out of explosion, collapse, or underground property damage hazards (XCU) coverage.

**10.4.1.3**The CITY, its officers, officials, agents, and employees shall be additional insureds to the full limits of liability purchased by the JOC CONTRACTOR even if those limits of liability are in excess of those required by this Agreement. The commercial general liability additional insured endorsement will be at least as broad as the Insurance Services Office, Inc.'s (ISO) additional insured, form B CG 20 10 11 85.

**10.4.1.4**The JOC CONTRACTOR's insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the CITY, its officers, officials, agents, and employees shall be in excess of the coverage provided by the JOC CONTRACTOR and shall not contribute to it.

**10.4.1.5**The JOC CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**10.4.1.6**Coverage provided by the JOC CONTRACTOR shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

**10.4.1.7**All policies, except Professional Liability, shall contain a waiver of subrogation against the CITY, its officers, officials, agents, and employees, for losses arising from work performed by the JOC CONTRACTOR for the CITY.

**10.4.2** Workers' Compensation and Employers Liability Coverage: The insurer shall agree to waive all rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers for losses arising from work performed by the JOC CONTRACTOR for the CITY.

**10.4.3** Builders Risk Insurance (Course of Construction): required if subject contract involves any construction of buildings, building improvements, and civil works construction (storm drain, pipes, culverts and similar facilities) in whole or part. In addition, JOC CONTRACTOR bears all responsibility for loss to all work being performed or under construction.

**10.4.3.1**Builders Risk Insurance shall be maintained until whichever of the following shall first occur: (i) final payment has been made; or, (ii) until no person or entity, other than the JOC CONTRACTOR, has an insurable interest in the property required to be covered.

**10.4.3.2**The builders' risk insurance shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the CITY.

**10.4.3.3**This insurance shall include as named insureds, the City of Sedona, the JOC CONTRACTOR, Subcontractors, Sub-consultants and/or others with an insurable interest in the work.

**10.4.3.4**This insurance shall be written on a Special Causes of Loss basis (minimally including the perils of fire, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), replacement cost basis and shall include coverage for flood and earthquake.

**10.4.3.5**All rights of subrogation are hereby waived against the CITY, its officers, officials, agents and employees.

**10.4.3.6**Builders' Risk Insurance must provide coverage from the time any covered property becomes the JOC CONTRACTOR's responsibility, and continuing without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation Site, or awaiting installation, whether on or off site.

**10.4.3.7**JOC CONTRACTOR is responsible for payment of all deductibles under the builder's risk policy.

## **10.5 Sub-consultant's and Subcontractor's Insurance**

JOC CONTRACTOR's certificates shall include all subcontractors as insureds under its policies or JOC CONTRACTOR shall furnish obtain separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be sufficient to cover all of its work performed herein.



## **10.6 Notice Of Cancellation**

Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given, by certified mail, return receipt requested to:

**City of Sedona, Public Works Department  
Roxanne Holland, PE, Associate Engineer  
102 Roadrunner Drive  
Sedona, Arizona 86336**

## **10.7 Acceptability Of Insurers**

Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an A. M. Best's rating of no less than B++6. The CITY in no way warrants that the above required minimum insurer rating is sufficient to protect the JOC CONTRACTOR from potential insurer insolvency.

## **10.8 Verification of Coverage**

**10.8.1** JOC CONTRACTOR shall furnish the City Certificates of Insurance (ACORD form or equivalent approved by the CITY) and with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverages shall be clearly noted on the certificate of insurance.

**10.8.2** All certificates and endorsements are to be received and approved by the CITY before Contract Services commence except for Builder's Risk Insurance, which will be received and approved as provided in Division 10.2.4. Each insurance policy required by this Agreement must be in effect at or prior to the earlier of commencement of Contract Services under the Contract Documents or the signing of this Agreement except for Builder's Risk Insurance which must be in effect prior to commencement to Work and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

**10.8.3** All certificates of insurance required by this Agreement shall be sent directly to the CITY. The project number and project description shall be included on the Certificates of Insurance. The CITY reserves the right to require complete, certified copies of all insurance policies required by this Agreement, at any time.

## **10.8 Approval**

Any modification or variation from the insurance requirements in this Agreement shall be approved by the City of Sedona City Attorney, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

## **10.10 Bonds and Other Performance Security.**

**10.10.1** Prior to execution of each individual Job Order agreement, the contractor must provide a performance bond and a payment bond for all construction services, each in an amount equal to the full amount of the agreed upon cost for that Job Order.

- 10.10.2** Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the state of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two years prior to the execution of this Agreement.
- 10.10.3** The bonds shall be made payable and acceptable to the City of Sedona.
- 10.10.4** The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.
- 10.10.4.1** If one Power of Attorney is submitted, it shall be for twice the total Job Order Price.
- 10.10.4.2** If two Powers of Attorney are submitted, each shall be for the total Job Order Price. Personal or individual bonds are not acceptable.
- 10.10.5** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, the JOC CONTRACTOR shall promptly furnish a copy of the bonds or shall permit a copy to be made.
- 10.10.6** All bonds submitted for this project shall be provided by a company which has been rated no less than B+6 by the A.M. Best Company.

## **Article 11 - Indemnification**

### **11.1 JOC CONTRACTOR's General Indemnification**

To the fullest extent permitted by law, JOC CONTRACTOR, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City of Sedona, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by JOC CONTRACTOR relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

### **11.2 Insurance Provisions Separate**

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

### **11.3 Intellectual Property**

The JOC CONTRACTOR shall pay all royalties and license fees associated with its performance of services herewith. The JOC CONTRACTOR shall defend suits or claims

for infringement of patent rights and shall hold the City harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the JOC CONTRACTOR has reason to believe that the required design, process or product is an infringement of a patent, the JOC CONTRACTOR shall be responsible for such loss unless such information is promptly furnished to the Design Professional.

## **Article 12 – General Provisions**

### **12.1 Interpretation and Intent**

**12.1.1** The Contract Documents are intended to permit the parties to complete the Contract Services and all obligations required by the Contract Documents within the Job Order Times for the Job Order Prices. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

**12.1.2** In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in the definition of Contract Documents in Article 1. On the drawings, given dimensions shall take precedence over scaled measurements, and large-scale drawings over small-scale drawings.

**12.1.3** The Contract Documents form the entire agreement between CITY and JOC CONTRACTOR and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

### **12.2 Amendments**

The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

### **12.3 Time is of the Essence**

CITY and JOC CONTRACTOR mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

### **12.4 Mutual Obligations**

CITY and JOC CONTRACTOR commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

### **12.5 Cooperation And Further Documentation**

The JOC CONTRACTOR agrees to provide the CITY such other duly executed documents as shall be reasonably requested by the CITY to implement the intent of the Contract Documents.

### **12.5.1 Assignment**

Neither JOC CONTRACTOR nor CITY shall, without the written consent of the other, assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents.

### **12.6 Force Majeure**

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, acts of terrorism, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

### **12.7 Construction Methods**

If the CITY provides the JOC CONTRACTOR with a written order to provide adequate maintenance of traffic (pedestrian and vehicular), clean-up, dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and the JOC CONTRACTOR fails to comply in the time frame specified, the CITY may have work accomplished by other sources at the JOC CONTRACTOR's expense.

### **12.8 Damaged Utilities during Construction**

Any utilities damaged during construction shall be replaced at the JOC CONTRACTOR's expense as per the requirements of the M.A.G. Standard Specifications and the affected utility.

### **12.9 Successorship**

JOC CONTRACTOR and CITY intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns. CITY does reserve the right to terminate the contract upon reassignment without penalty.

### **12.10 Conflict In Language**

All services performed shall conform to all applicable City of Sedona codes, ordinances and requirements as outlined in the Contract Documents. If there is a conflict in interpretation between provisions in this Agreement and those in exhibits, the provisions in this Agreement shall prevail.

### **12.11 Third Party Beneficiary**

Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents to anyone other than the CITY and the JOC CONTRACTOR, and all duties and responsibilities undertaken pursuant to the Contract Documents will be for the sole and exclusive benefit of CITY and the JOC CONTRACTOR and not for the benefit of any other party.

### **12.12 Governing Law**

The Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Contract or to obtain any remedy with respect hereto shall be brought in the Superior Court, Yavapai County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

**12.13 Severability**

If any provision of the Contract Documents or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

**12.14 Legal Requirements**

JOC CONTRACTOR shall perform all Contract Services in accordance with all Legal Requirements and shall provide all notices applicable to the Contract Services as required by the Legal Requirements.

**12.15 Independent Contractor**

The JOC CONTRACTOR is and shall be an independent contractor. Any provisions in the Contract Documents that may appear to give the CITY the right to direct the JOC CONTRACTOR as to the details of accomplishing the work or to exercise a measure of control over the work means that the JOC CONTRACTOR shall follow the wishes of the CITY as to the results of the work only. These results shall comply with all applicable laws and ordinances.

**12.16 CITY's Right Of Cancellation**

All parties hereto acknowledge that this Agreement is subject to cancellation by the CITY pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

**12.17 Survival**

All warranties, representations and indemnifications by the JOC CONTRACTOR shall survive the completion or termination of this Agreement.

**12.18 Covenant Against Contingent Fees**

The JOC CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the CITY has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, the CITY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

**12.19 No Waiver**

The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

**12.20 Headings**

The headings used in this Agreement, or any other Contract Documents, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

**12.21 Notice**

Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) three (3) days after the date of the postmark of deposit by first class United States mail, registered or certified mail, postage prepaid to the address indicated below or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

To CITY:	J. Andy Dickey, PE, Director of Public Works/City Engineer City of Sedona 108 Roadrunner Drive Sedona, Arizona 86336
To JOC CONTRACTOR:	Tyler Johnson, General Manager KP Ventures Well Drilling & Pump Company, LLC PO Box 2411 Cottonwood, AZ 86336

**12.22 Equal Employment Opportunity**

During the performance of this contract the JOC CONTRACTOR will follow the Federal government's Affirmative Action guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin.

**12.23 Hazardous Materials**

Upon discovery of hazardous materials the JOC CONTRACTOR will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions.

**12.24 Material Source**

No material source has been designated by the CITY for use on this project.

**12.25 Native Plants**

The JOC CONTRACTOR shall take whatever steps, procedures or means necessary to remove, move, displace and save all native plants within the contract work area in accordance with the City of Sedona's Land Development Code, Native Plants, and all applicable state and county statutes, ordinances, codes and other policy requirements and recognized methods, procedures, techniques and equipment for protection, salvage, and handling of all plants to be moved from the construction area. This is not a pay item unless specified upon the Schedule of Bid Items.

#### **12.26 Endangered Hardwoods**

Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions shall not use endangered tropical hardwood unless an exemption is granted by the Director of the State of Arizona, Department of Administration. The Director shall only grant an exemption if the use of endangered tropical hardwood is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. Any lease-purchase agreement entered into by this state or its political subdivisions for construction shall specify that no endangered tropical hardwood may be used in the construction unless an exemption is granted by the Director. As used in this subsection, "endangered tropical hardwood" includes ebony, lauan, mahogany or teak hardwood.

#### **12.27 Responsibility for Privilege (Sales) Taxes**

The JOC CONTRACTOR shall be responsible for all State of Arizona and City of Sedona transaction privilege (sales) taxes due on construction income, whether or not such taxes are specifically separated in the bid amount.

#### **12.28 Loss and Damages**

All loss or damage arising out of the nature of the work to be done or from the action of the elements, or from any unforeseen circumstances, in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, or from any casualty whatsoever of every description, shall be sustained and borne by the JOC CONTRACTOR at his own cost and expense.

#### **12.29 Rights-of-Way**

The M.A.G. Standard Specification 107.12 shall apply. Areas for storage and maintenance purposes, which are required in addition to any areas secured by the CITY, as indicated in the plans and/or Special Conditions, are the responsibility of the JOC CONTRACTOR.

#### **12.30 Conflict of Interest**

The CITY may cancel any contract or agreement, without penalty or obligation, pursuant to ARS 38-506/511.A, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the CITY's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract with respect to the subject matter of the contract.

**CITY OF SEDONA, ARIZONA**

WWRP Recharge Well Drilling JOC CONTRACT NO. 18-WW01

**AGREEMENT**

IN WITNESS WHEREOF, three (3) identical counterparts of this contract each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the date and year first above written.

The JOC CONTRACTOR agrees that this Contract, as awarded, is for the stated work and understands that payment for the work will be made on the basis of the indicated amount, per the terms and conditions of this contract.

CITY OF SEDONA, ARIZONA,

JOC CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)  
ATTEST:

(SEAL)  
ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney



EXHIBIT A – UNIT PRICE

Item No.	Description	Units	Unit Cost
1	Mobilization/Demobilization	LS	\$20,000.00
2	Surface Casing Construction (160 feet, 16-in diameter, LCS, 0.312 in wall thickness)	LS	\$24,000.00
3	Borehole Construction (Direct Air Rotary)		
	A. 12-inch diameter borehole	LF	\$48.00
	B. 16-inch diameter borehole	LF	\$64.00
	C. 22-inch diameter borehole	LF	\$88.00
	D. Lost Circulation	Hourly	\$500.00
	E. Drilling fluids used during lost circulation.	% Markup	10%
4	Borehole Construction (Casing Advance - Drilling and casing costs)		
	A. 7-inch diameter borehole (6-inch casing)	LF	\$55.22
	B. 9-inch diameter borehole (8-inch casing)	LF	\$71.78
	C. 12-inch diameter borehole (10-inch casing)	LF	\$104.52
5	Borehole Construction (Dual tube Reverse Circulation)		
	A. 8-inch diameter borehole	LF	\$43.20
	B. 10-inch diameter borehole	LF	\$54.00
	C. 12-inch diameter borehole	LF	\$64.80
	D. 16-inch diameter borehole	LF	\$86.40
	E. 22-inch diameter borehole	LF	\$118.80
6	Casing Cost		
	A. 16-inch Grade B LCS blank well casing (A139B, 0.375-inch wall)	LF	\$71.52
	B. 12-inch Grade B LCS blank well casing (A130B, 0.375-in wall)	LF	\$56.63
	C. 10-inch Grade B LCS blank well casing (A139B, 0.375-in wall)	LF	\$46.89
	D. 8-inch Grade B LCS blank well casing (A139B, 0.250-in wall)	LF	\$25.56
	E. 6-inch Grade B LCS blank well casing (A139B, 0.250-in wall)	LF	\$19.44
	F. 6-inch PVC blank well casing (SDR-17, flush joint)	LF	\$17.79
	G. 6-inch PVC screen casing (SDR-17, flush joint, 0.030 openings)	LF	\$24.64
	H. 8-inch LCS screen casing (01.20 inch opening in double row pattern, 0.312 inch wall thickness)	LF	\$60.00
7	Casing Installation		
	A. 16-inch LCS casing	LF	\$12.50
	B. 12-inch LCS casing	LF	\$6.00
	C. 10-inch LCS casing	LF	\$5.00

	D. 8-inch LCS casing	LF	\$4.00
	E. 6-inch LCS casing	LF	\$4.00
	F. 6-inch PVC casing	LF	\$3.00
8	In-Situ Perforating		
	A. 8-inch LCS casing (0.250 in wall thickness)	LF	\$35.00
	B. 6-inch LCS casing (0.250 in wall thickness)	LF	\$25.00
9	Rig Development		
	A. Swab and Air-Lift	Hourly	\$500.00
10	Aquifer Testing (Pumping and Recharge) - Assume max pumping rate 400 gpm @ 600'		
	A. Furnish, install, and remove test pumping, monitoring, and ancillary equipment	LS	\$6,000.00
	B. Pumping tests (Development, Step, Constant Rate, and Recharge)	Hourly	\$300.00
11	Plumbness and Alignment Test and Video		
	A. Plumbness & Alignment Test (suershot every 80 feet/final deviation in completed well)	LS	\$1,320.00
	B. Video Survey of completed well	LS	\$1,222.21
12	Unavoidable Delay		
	A. With crew	Hourly	\$500.00
	B. Without crew	Hourly	\$350.00
13	Well Abandonment	LS	\$15.00
14	Well #1 Routine Maintenance/Pumping		
	A. Remove and re-install system of injection tubes consisting of 1.25" PVC, two 1.5" PVC, and 1.5" stainless steel tubing)	LS	\$4,800.00
	B. Install and remove test pump (200 GPM @ 900')	LS	\$9,400.00
	C. Test pumping/well flushing including monitoring	Hourly	\$300.00
15	Well Cleaning		
	A. Brush and Bail	Hourly	\$200.00
	B. Well Brushes	Each	\$322.86
	C. Well video log after cleaning	LS	\$890.00



**CITY COUNCIL  
AGENDA BILL**

**AB 2257  
July 25, 2017  
Consent Items**

**Agenda Item:** 3d  
**Proposed Action & Subject:** Approval of a Special Event Liquor License for Canned Sedona for an event scheduled for Sunday, October 1, 2017 from 2:00 to 7:00 p.m. located at Tlaquepaque, 336 State Route 179, Sedona, AZ.

<b>Department</b>	City Clerk
<b>Time to Present</b>	N/A
<b>Total Time for Item</b>	
<b>Other Council Meetings</b>	N/A
<b>Exhibits</b>	Special Event Liquor License Application is available for review in the City Clerk's office.

City Attorney Approval	Reviewed 7/17/17 RLP	<b>Expenditure Required</b>
		\$ 0
		<b>Amount Budgeted</b>
		\$ 0
City Manager's Recommendation	Approve a Special Event Liquor License for Canned Sedona.	Account No. N/A (Description)
		Finance Approval <input checked="" type="checkbox"/>

**SUMMARY STATEMENT**

**Background:** State liquor laws require the City of Sedona's governing body to approve or disapprove applications for a Special Event Liquor License [A.R.S. § 4-203.02.A].

Canned Sedona has submitted an application for a Special Event Liquor License for an event scheduled for October 1, 2017 from 2:00 p.m. to 7:00 p.m. at Tlaquepaque, 336 State Route 179, Sedona, AZ.

A Special Event Liquor License is a temporary, non-transferable, on-sale retail privileges liquor license that allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. The applicant for a special event license must request a special event application from the State and file the application with the governing body of the city or town, or Board of Supervisors of an unincorporated area of a county, where the special event is to take place, for approval or disapproval. If the application is approved by the local authority, and the event meets the requirements for granting the license, the director will issue a special event license to the qualifying organization. Qualifying organizations will be granted a special event license for no more

than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first. The qualified organization must receive at least twenty-five percent (25%) of the gross revenues of the special events.

Community Development, Finance, Parks and Recreation, the Sedona Police Department (SPD), and Sedona Fire District (SFD) have conducted a review of the application. No objections were noted.

**Community Plan Consistent:**  Yes -  No -  Not Applicable

**Board/Commission Recommendation:**  Applicable -  Not Applicable

**Alternative(s):** do not approve the Special Event Liquor License for Canned Sedona for an event scheduled for Sunday, October 1, 2017 from 2:00 to 7:00 p.m. located at Tlaquepaque, 336 State Route 179, Sedona, AZ. Reasons for denial must be given.

**MOTION**

**I move to:** approve the Special Event Liquor License for Canned Sedona for an event scheduled for Sunday, October 1, 2017 from 2:00 to 7:00 p.m. located at Tlaquepaque, 336 State Route 179, Sedona, AZ.



**CITY COUNCIL  
AGENDA BILL**

**AB 2261  
July 25, 2017  
Regular Business**

**Agenda Item: 8a**  
**Proposed Action & Subject:** Discussion/possible direction on moving forward with a community survey.

<b>Department</b>	City Manager's Office
<b>Time to Present</b>	15 minutes
<b>Total Time for Item</b>	45 minutes
<b>Other Council Meetings</b>	N/A
<b>Exhibits</b>	A. 2007 Report of Results B. 2007 Report of Normative Comparisons C. National Citizen Survey Template

City Attorney Approval	Reviewed 7/17/17 RLP	<b>Expenditure Required</b>
		\$ 10,000 - \$15,000
City Manager's Recommendation	Discuss and provide direction on conducting a community survey.	<b>Amount Budgeted</b>
		\$ 30,000 (combined budget for citizen survey and public access/video communications)
		Account No. 10-5220-03-6705 (Description)
		Finance Approval <input checked="" type="checkbox"/>

**SUMMARY STATEMENT**

**Background:** In 2002, 2004 and 2007, the City conducted a statistically valid community survey through National Research Center's National Citizen Survey (NCS) to gauge the community's feelings on quality of life in Sedona. The types of questions ranged from asking about citizen safety to access to affordable, quality housing and childcare. See Exhibit A for the Report of Results from the 2007 survey, which includes comparisons to the 2002 and 2004 surveys.

Because it has been 10 years since the last community survey, staff has done initial research regarding the possibility of conducting a current survey, and what type of survey that should be.

The potential benefits of having results from a current survey are:

- The ability to make more informed decisions.

- The ability to note trends between the three surveys to see if perceptions of community issues have progressed, regressed, or remained the same.
- The ability to compare our results to those of other communities to help gauge our performance.

Staff identified two types of survey methods that could be used. First, to keep consistent with the previous two surveys, NCS could be chosen as the vendor. A limitation is the survey would be relatively standard, with the option of adding only a few customized questions at the end the survey. See Exhibit C for the NCS template. This standardization is to ensure a new survey could be accurately benchmarked against the previous NCS surveys and also with other Arizona and national communities. See Exhibit B for the comparison data to other cities for the 2007 survey. NCS guarantees statistical validity and if the response rate is similar to the previous surveys, it is expected there will be over 400 responses. The estimated cost is \$15,000.

Second, if City Council prefers to have more customizable survey questions, there is the option of staff creating a survey. Staff would strive for a statistically valid survey with at least 400 completed surveys; however, by having staff create the questions, this leaves room for potential bias compared to the questions posed in the NCS. The estimated cost for a staff created survey is around \$10,000 but staff time would be significantly higher than using NCS.

Staff is seeking direction on whether or not to proceed with conducting a current survey and if so, what type of survey that should be: something more standardized like a NCS survey or a more customizable survey, which would be created and executed by staff.

Staff recommends conducting a current survey and choosing NCS to preserve the benchmarks and statistical validity.

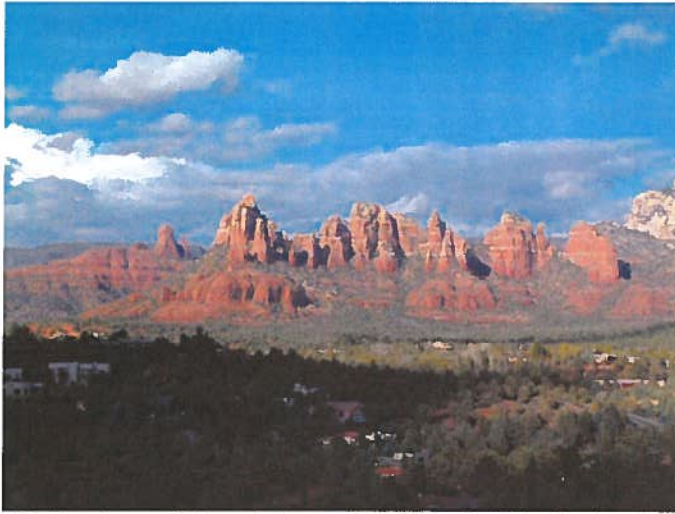
**Community Plan Consistent:**  Yes -  No -  Not Applicable

**Board/Commission Recommendation:**  Applicable -  Not Applicable

**Alternative(s):** N/A

**MOTION**

**I move to:** for discussion and direction only.



102 Roadrunner Drive • Sedona, AZ 86336 • T: (928) 282-3113 • TDD (928) 282-3113 • F: (928) 204-7105

# The City of Sedona, Arizona

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## Report of Results

### 2007



National Research Center, Inc.  
3005 30<sup>th</sup> St. • Boulder, CO 80301 • T: (303) 444-7863 • F: (303) 444-1145 • [www.n-r-c.com](http://www.n-r-c.com)

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## SURVEY BACKGROUND

### About The National Citizen Survey™

The National Citizen Survey™ (The NCS™) is a collaborative effort between National Research Center, Inc. (NRC) and the International City/County Management Association (ICMA).

The survey and its administration are standardized to assure high quality survey methods and comparable results across The National Citizen Survey™ jurisdictions. Participating households are selected at random and the household member who responds is selected without bias. Multiple mailings give each household more than one chance to participate with self-addressed and postage paid envelopes. Results are statistically weighted to reflect the proper demographic composition of the entire community.

The National Citizen Survey™ customized for this jurisdiction was developed in close cooperation with local jurisdiction staff. The City of Sedona staff selected items from a menu of questions about services and community problems; they defined the jurisdiction boundaries NRC used for sampling; and they provided the appropriate letterhead and signatures for mailings. City of Sedona staff also determined local interest in a variety of add-on options to The National Citizen Survey™ Basic Service.

## UNDERSTANDING THE RESULTS

### Survey Administration

Following the mailing of a pre-survey notification postcard to a random sample of 1,200 households, surveys were mailed to the same residences approximately one week later. A reminder letter and a new survey were sent to the same households after two weeks. Of the mailed postcards, 278 were undeliverable due to vacant or “not found” addresses. Completed surveys were received from 536 residents, for a response rate of 58%. Typically, the response rates obtained on citizen surveys range from 25% to 40%.

It is customary to describe the precision of estimates made from surveys by a “level of confidence” (or margin of error). The 95 percent confidence level for this survey of 536 residents is generally no greater than plus or minus 5 percentage points around any given percent reported for the entire sample.

The results were weighted to reflect the demographic profile of all residents in the City of Sedona. (For more information on the survey methodology, see Appendix B. A copy of the survey materials can be found in Appendix C.)

### Survey Validity

The question of survey validity has two parts: 1) how can we be confident that the results from our sample are representative of the results we would have gotten had we administered the survey to the entire population? and 2) how closely do the perspectives recorded on the survey reflect what residents really believe or do?

To answer the first question, we use the best survey research practices for the resources spent to assure that the results from the sample reflect the opinions of residents in the entire jurisdiction. These practices include:

1. Using a mail-out/mail-back methodology, which typically gets a higher response rate than phone for the same dollars spent.
2. Selecting households at random within the jurisdiction.
3. Over-sampling attached units to improve response from hard-to-reach, lower income, or younger apartment dwellers.

## The City of Sedona Citizen Survey

### Understanding the Results

4. Selecting the respondent within the household using an unbiased sampling procedure<sup>1</sup>.
5. Contacting potential respondents three times to encourage response from people who may have different opinions or habits than those who would respond with only a single prompt.
6. Soliciting response on jurisdiction letterhead signed by the highest ranking elected official or staff member.
7. Providing a self-addressed, postage-paid return envelope.
8. Offering the survey in Spanish when appropriate and requested by City officials.
9. Using the most recent available information about the characteristics of jurisdiction residents to weight the data to reflect the demographics of the population.

The answer to the second question about how closely the perspectives recorded on the survey reflect what residents really believe or do is more complex. Resident responses to surveys are influenced by a variety of factors. For questions about service quality, residents' expectations for service quality play a role as well as the "objective" quality of the service provided, the way the resident perceives the entire community (that is, the context in which the service is provided), the scale on which the resident is asked to record her opinion and, of course, the opinion, itself, that a resident holds about the service. Similarly a resident's report of certain behaviors is colored by what he or she believes is the socially desirable response (e.g. reporting tolerant behaviors toward "oppressed groups," likelihood of voting a tax increase for services to poor people, use of alternative modes of travel to work besides the single occupancy vehicle), her memory of the actual behavior (if it is not a question speculating about future actions, like a vote), her confidence that she can be honest without suffering any negative consequences (thus the need for anonymity) as well as the actual behavior itself.

How closely survey results come to recording the way a person really feels or behaves often is measured by the coincidence of reported behavior with observed current behavior (e.g. driving habits), reported intentions to behave with observed future behavior (e.g. voting choices) or reported opinions about current community quality with objective characteristics of the community (e.g. feelings of safety correlated with rates of crime). There is a body of scientific literature that has investigated the relationship between reported behaviors and actual behaviors. Well-conducted surveys, by and large, do capture true respondent behaviors or intentions to act with great accuracy. Predictions of voting outcomes tend to be quite accurate using survey research, as do reported behaviors that are not about highly sensitive issues (e.g. family abuse or other

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<sup>1</sup> The birthday method requests that the respondent in the household be the adult (18 years old or older) who most recently had a birthday, irrespective of year of birth.

illegal or morally sanctioned activities). For self-reports about highly sensitive issues, statistical adjustments can be made to correct for the respondents' tendency to report what they think the "correct" response should be.

Research on the correlation of resident opinion about service quality and "objective" ratings of service quality tend to be ambiguous, some showing stronger relationships than others. NRC's own research has demonstrated that residents who report the lowest ratings of street repair live in communities with objectively worse street conditions than those who report high ratings of street repair (based on road quality, delay in street repair, number of road repair employees). Similarly, the lowest rated fire services appear to be "objectively" worse than the highest rated fire services (expenditures per capita, response time, "professional" status of fire fighters, breadth of services and training provided). Whether some research confirms or disconfirms that relationship between what residents think about a community and what can be seen "objectively" in a community, we have argued that resident opinion is a perspective that cannot be ignored by government administrators. Elsewhere we have written, "If you collect trash three times a day but residents think that your trash haul is lousy, you still have a problem."

## Use of the "Excellent, Good, Fair, Poor" Response Scale

The scale on which respondents are asked to record their opinions about service and community quality is "excellent," "good," "fair" or "poor" (EGFP). This scale has important advantages over other scale possibilities (very good to very bad; very satisfied to very dissatisfied; strongly agree to strongly disagree, as examples). EGFP is used by the plurality of jurisdictions conducting citizen surveys across the U.S. The advantage of familiarity is one we did not want to dismiss because elected officials, staff and residents already are acquainted with opinion surveys measured this way. EGFP also has the advantage of offering three positive options, rather than only two, over which a resident can offer an opinion. While symmetrical scales often are the right choice in other measurement tasks, we have found that ratings of almost every local government service in almost every jurisdiction tend, on average, to be positive (that is, above the scale midpoint). Therefore, to permit finer distinctions among positively rated services, EGFP offers three options across which to spread those ratings. EGFP is more neutral because it requires no positive statement of service quality to judge (as agree-disagree scales require) and, finally, EGFP intends to measure absolute quality of service delivery or community quality (unlike satisfaction scales which ignore residents' perceptions of quality in favor of their report on the acceptability of the level of service offered).

## “Don’t Know” Responses

On many of the questions in the survey respondents may answer “don’t know.” The proportion of respondents giving this reply is shown in the full set of responses included in Appendix A. However, these responses have been removed from the analyses presented in the body of the report. In other words, the tables and graphs display the responses from respondents who had an opinion about a specific item.

For two of the items related to crime victimization and crime reporting, “don’t know” responses were not removed. These questions were not evaluative; rather, respondents were asked if they or any member of their household had been a victim of a crime within the last year. If they were, they were then asked whether the crime had been reported to police.

## Putting Evaluations Onto a 100-Point Scale

Although responses to many of the evaluative questions were made on a 4 point scale with 1 representing the best rating and 4 the worst, many of the results in this summary are reported on a common scale where 0 is the worst possible rating and 100 is the best possible rating. If everyone reported “excellent,” then the result would be 100 on the 100-point scale. Likewise, if all respondents gave a “poor” rating, the result would be 0 on the 100-point scale. If the average rating for quality of life was “good,” then the result would be 67 on a 100-point scale; “fair” would be 33 on the 100-point scale. The 95 percent confidence interval around an average score on the 100-point scale is no greater than plus or minus 3 points based on all respondents.

## Interpreting Comparisons to Previous Years

This report contains comparisons with prior years’ results; found primarily in the graphic representations of the data. In these graphs, data from 2007 are compared to data from 2002 and 2004. The table following a graph contains 2007 data only, and is titled accordingly. Differences between years can be considered “statistically significant” if they are greater than 5 percentage points or 3 points on a 100 point scale.

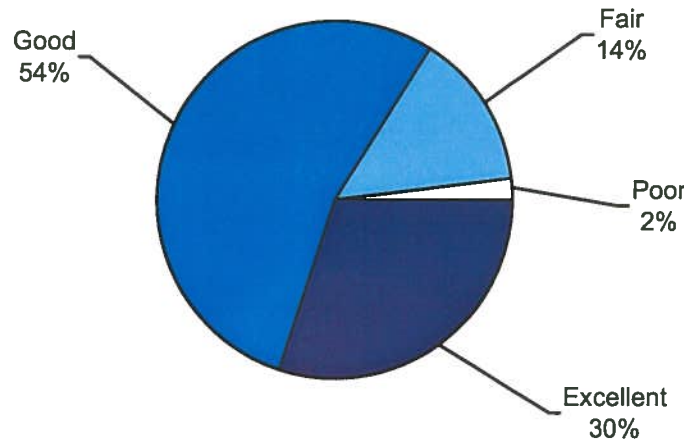
## COMMUNITY LIFE

The National Citizen Survey™ contained many questions related to the life of residents in the community. Survey participants were asked to rate their overall quality of life, as well as other aspects of quality of life in Sedona. They also evaluated characteristics of the community, and gave their perceptions of safety in the City of Sedona. The questionnaire assessed use of the amenities of the community and involvement by respondents in the civic and economic life of Sedona.

### Quality of Life

When asked to rate the overall quality of life in Sedona, 30% of respondents thought it was “excellent.” Only 2% rated overall quality of life as “poor.”

Figure 1: Overall Quality of Life in Sedona

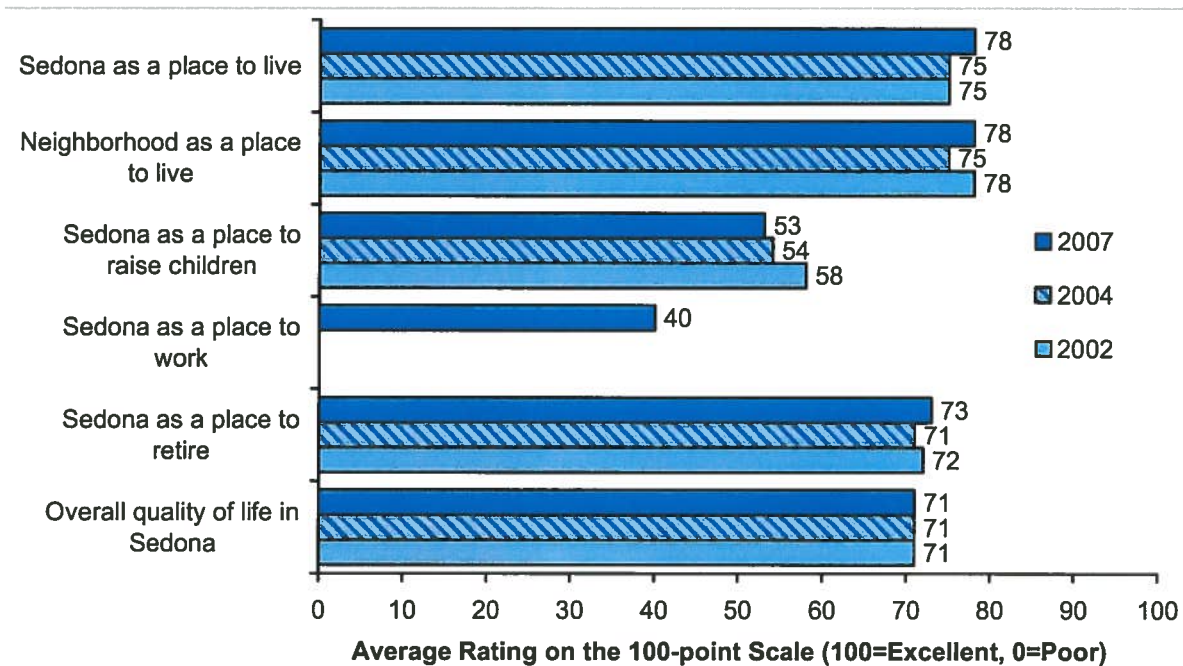


## The City of Sedona Citizen Survey

Community Life

The average rating of overall quality of life on a 100-point scale was 71 in 2002 as well as in 2004. In 2007, the rating was also 71. Sedona as a place to raise children received an average rating of 58 on a 100-point scale in 2002 and 54 in 2004, compared to 53 in 2007. Other ratings can be seen in the charts below.

Figure 2: Quality of Life Ratings



### 2007 Quality of Life Ratings

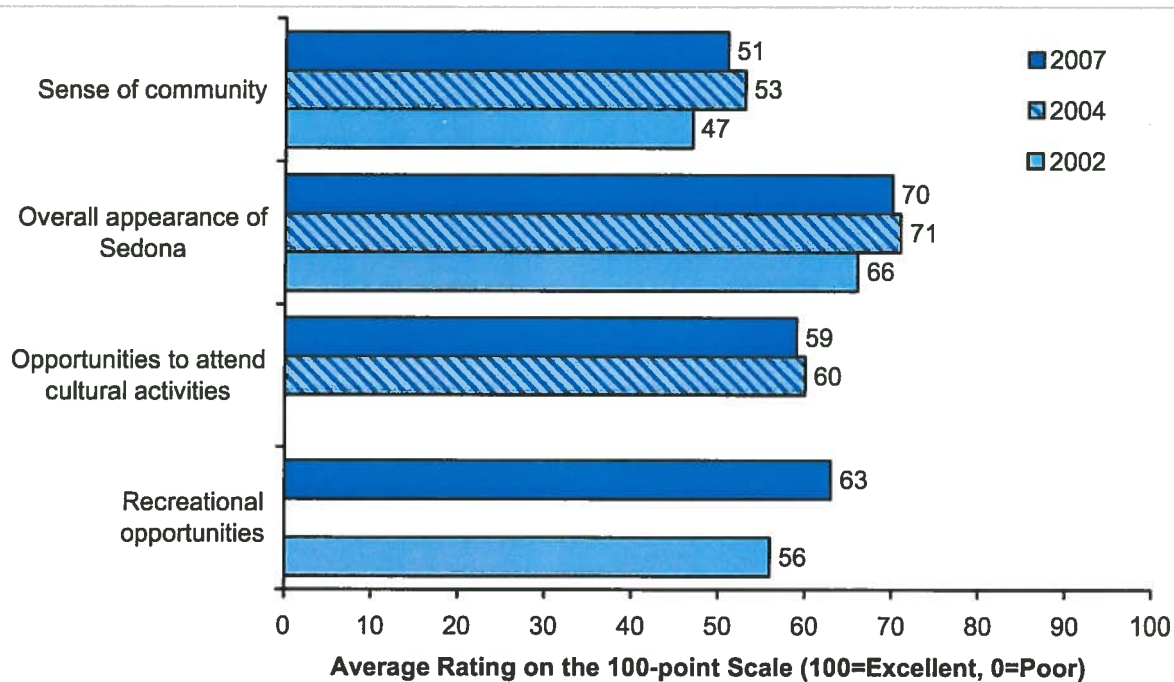
	Excellent	Good	Fair	Poor	Total	Average rating on a 100-point scale (100=Excellent, 0=Poor)
How do you rate Sedona as a place to live?	46%	45%	8%	1%	100%	78
How do you rate your neighborhood as a place to live?	47%	42%	9%	2%	100%	78
How do you rate Sedona as a place to raise children?	16%	38%	35%	11%	100%	53
How do you rate Sedona as a place to work?	13%	23%	33%	30%	100%	40
How do you rate Sedona as a place to retire?	44%	35%	17%	4%	100%	73
How do you rate the overall quality of life in Sedona?	30%	54%	14%	2%	100%	71

Note: "don't know" responses have been removed.

## Ratings of Community Characteristics in Sedona

In 2007, the highest rated characteristics of Sedona were overall appearance, recreational opportunities, and opportunities to attend cultural activities. The average rating on a 100-point scale given to overall appearance of Sedona in 2007 was 70 compared to 66 in 2002 and 71 in 2004. Average ratings given to all the characteristics are shown in Figures 3, 4 and 5.

Figure 3: Characteristics of the Community: General and Opportunities



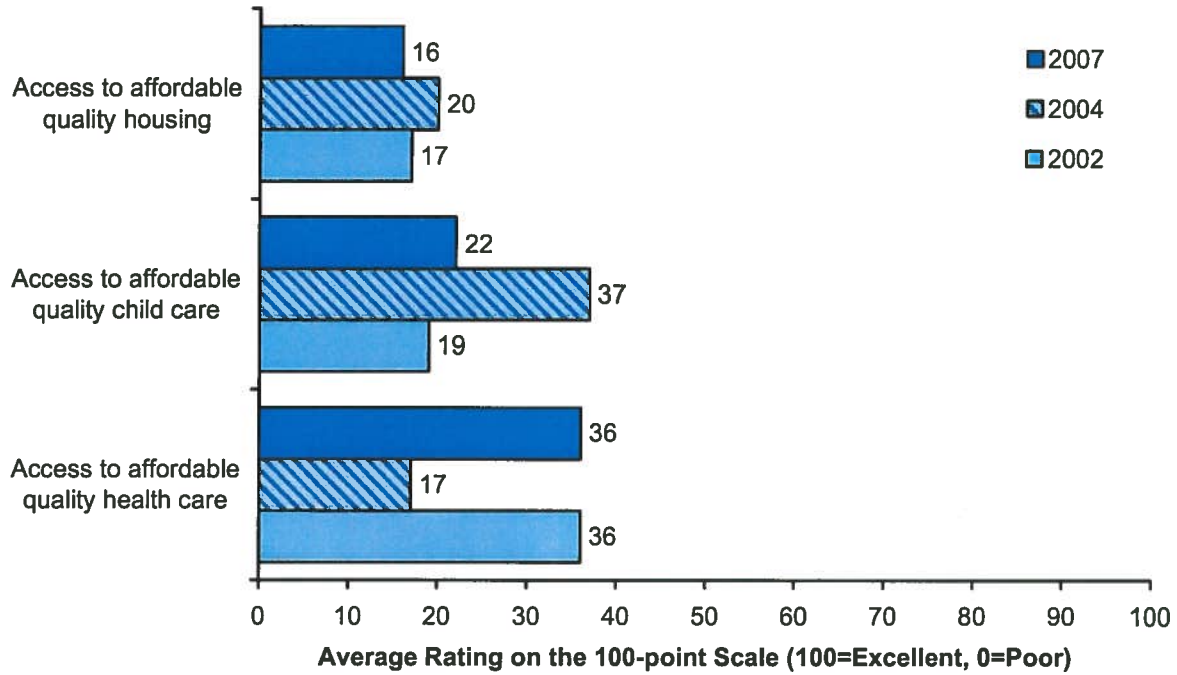
2007 Characteristics of the Community: General and Opportunities

Please rate each of the following characteristics as they relate to Sedona as a whole:					Total	Average rating on a 100-point scale (100=Excellent, 0=Poor)
	Excellent	Good	Fair	Poor		
Sense of community	12%	42%	30%	15%	100%	51
Overall appearance of Sedona	32%	49%	18%	1%	100%	70
Opportunities to attend cultural activities	24%	39%	28%	9%	100%	59
Recreational opportunities	30%	40%	20%	11%	100%	63

Note: "don't know" responses have been removed.



Figure 4: Characteristics of the Community: Access

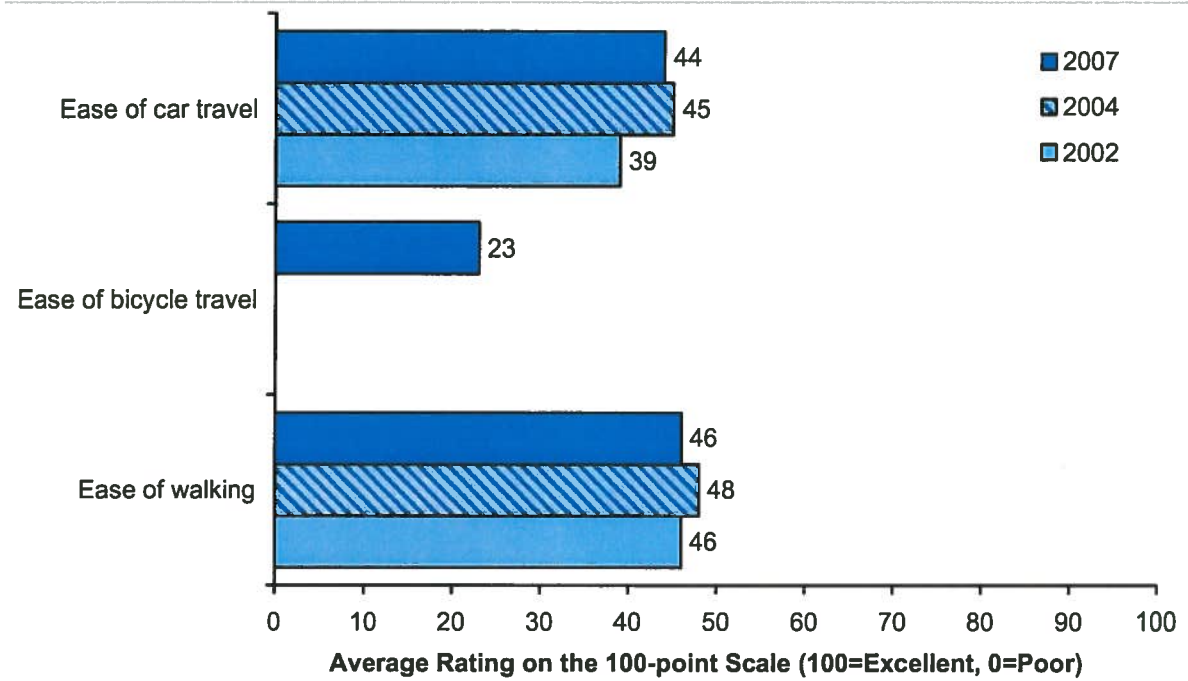


2007 Characteristics of the Community: Access

Please rate each of the following characteristics as they relate to Sedona as a whole:					Total	Average rating on a 100-point scale (100=Excellent, 0=Poor)
	Excellent	Good	Fair	Poor		
Access to affordable quality housing	4%	7%	22%	67%	100%	16
Access to affordable quality child care	3%	9%	38%	50%	100%	22
Access to affordable quality health care	7%	27%	34%	32%	100%	36

Note: "don't know" responses have been removed.

Figure 5: Characteristics of the Community: Mobility



2007 Characteristics of the Community: Mobility

Please rate each of the following characteristics as they relate to Sedona as a whole:					Total	Average rating on a 100-point scale (100=Excellent, 0=Poor)
	Excellent	Good	Fair	Poor		
Ease of car travel in Sedona	9%	35%	35%	21%	100%	44
Ease of bicycle travel in Sedona	4%	17%	25%	54%	100%	23
Ease of walking in Sedona	15%	32%	30%	23%	100%	46

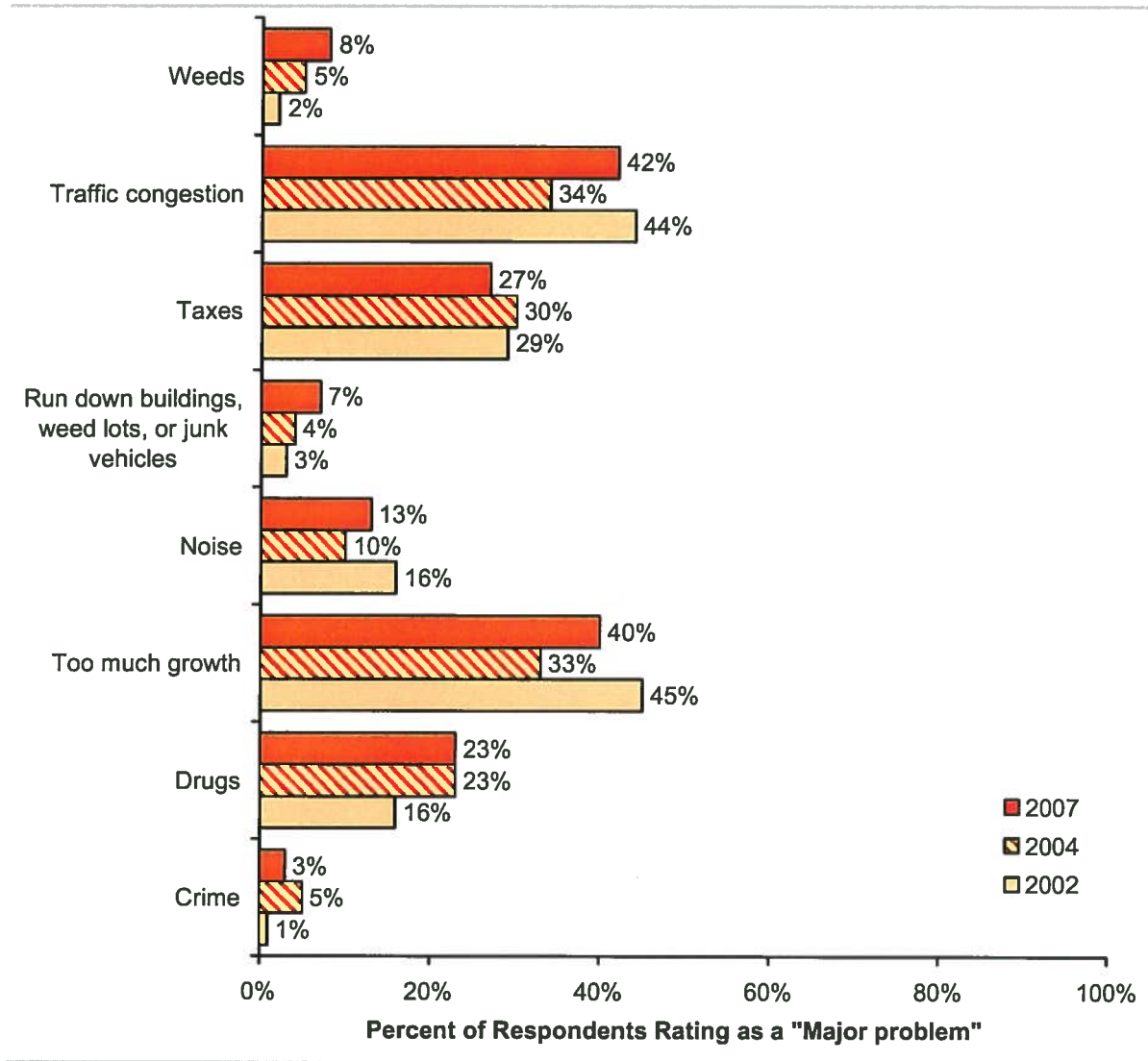
Note: "don't know" responses have been removed.

# The City of Sedona Citizen Survey

## Community Life

When asked about potential problems in Sedona, the three concerns rated by the highest proportion of respondents as a "major problem" in 2007 were traffic congestion, too much growth, and taxes. In 2007 42% rated traffic congestion as a "major problem" compared to 44% in 2002 and 34% in 2004.

Figure 6: Ratings of Potential Problems in Sedona

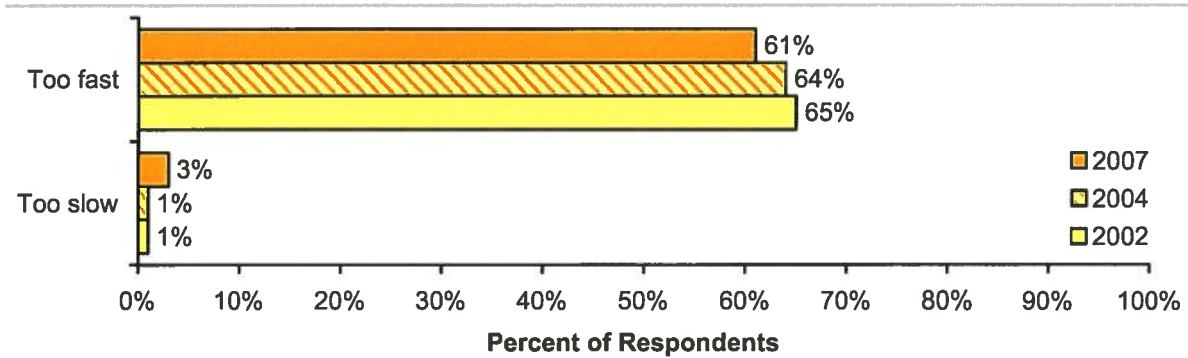


The City of Sedona Citizen Survey

Community Life

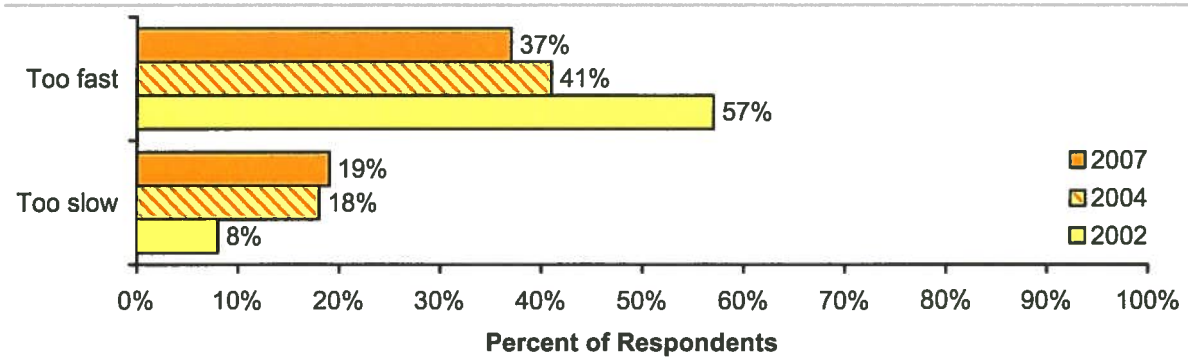
In 2007, the rate of population growth in Sedona was viewed as “too fast” by 61% of respondents, while 19% thought it was “too slow.”

Figure 7a: Ratings of Population Growth by Year in Sedona



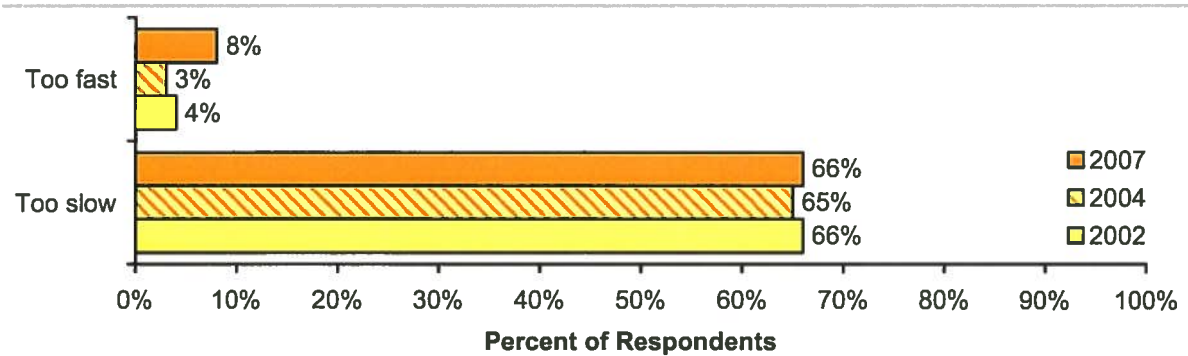
Note: Responses of “right amount” were omitted.

Figure 7b: Ratings of Retail Growth by Year in Sedona



Note: Responses of “right amount” were omitted.

Figure 7c: Ratings of Jobs Growth by Year in Sedona



Note: Responses of “right amount” were omitted.

In 2007, 23% of respondents felt the impact of the economy would be positive on their family income in the next 12 months, while 32% felt it would be negative. In 2002, 13% of respondents and in 2004, 36% felt the impact of the economy would be positive.

Figure 8a: 2007 Perceptions of Economy

What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be...

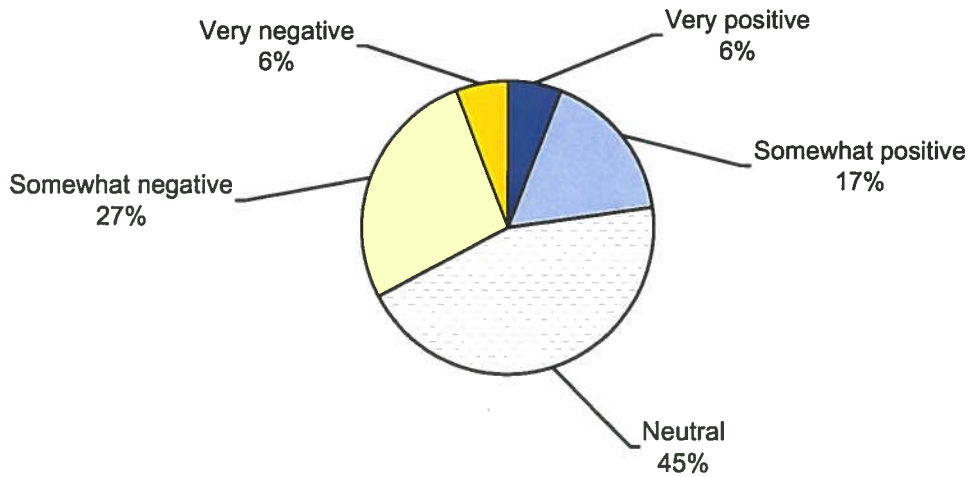
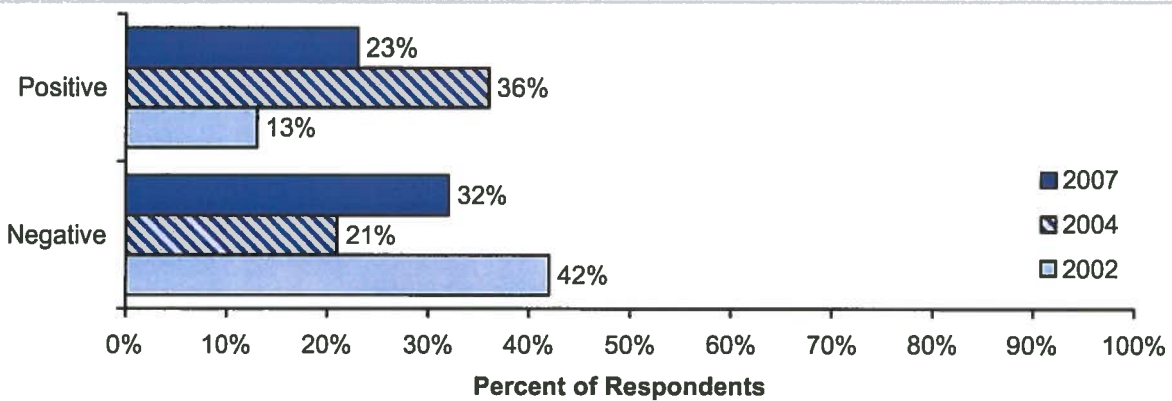


Figure 8b: Comparisons of Perceptions of Economy by Year



Note: Responses of "neutral" were omitted.

## Perceptions of Safety

When evaluating safety in the community, 86% of respondents felt “somewhat” or “very safe” from violent crimes in Sedona in 2007, compared to 82% in 2002 and 80% in 2004. In their neighborhood after dark, 87% of survey participants felt “somewhat” or “very safe” in 2007, compared to 91% in 2002 and 84% in 2004.

In 2007, as assessed by the survey, 10% of households reported that at least one member had been the victim of one or more crimes in the past year. In 2002, 12% of households had reported that at least one member had been a crime victim, while 6% reported so in 2004. Of those who had been the victim of a crime in 2007, 63% had reported it to police.

Figure 9: Ratings of Safety from Various Problems in Sedona by Year

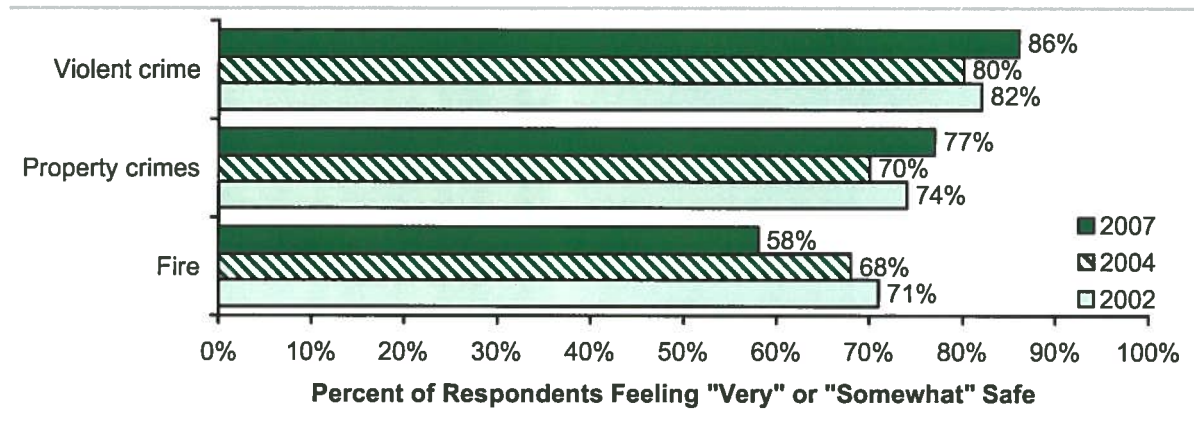
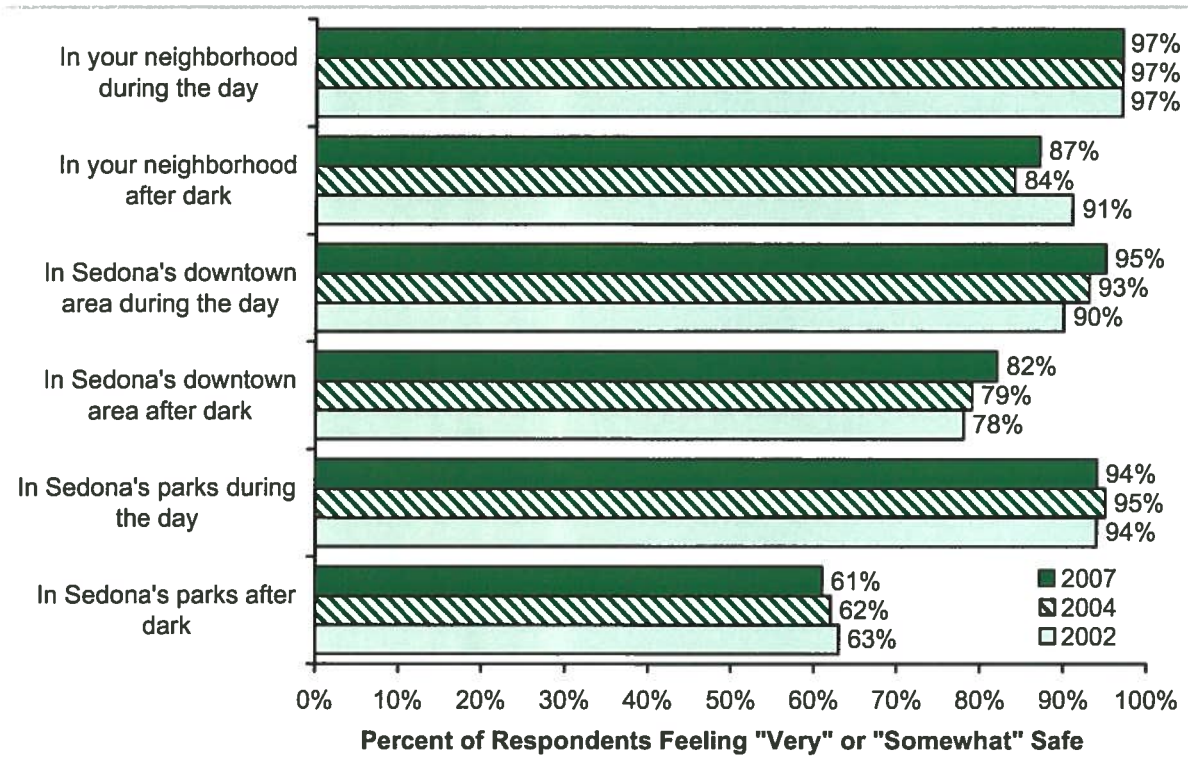
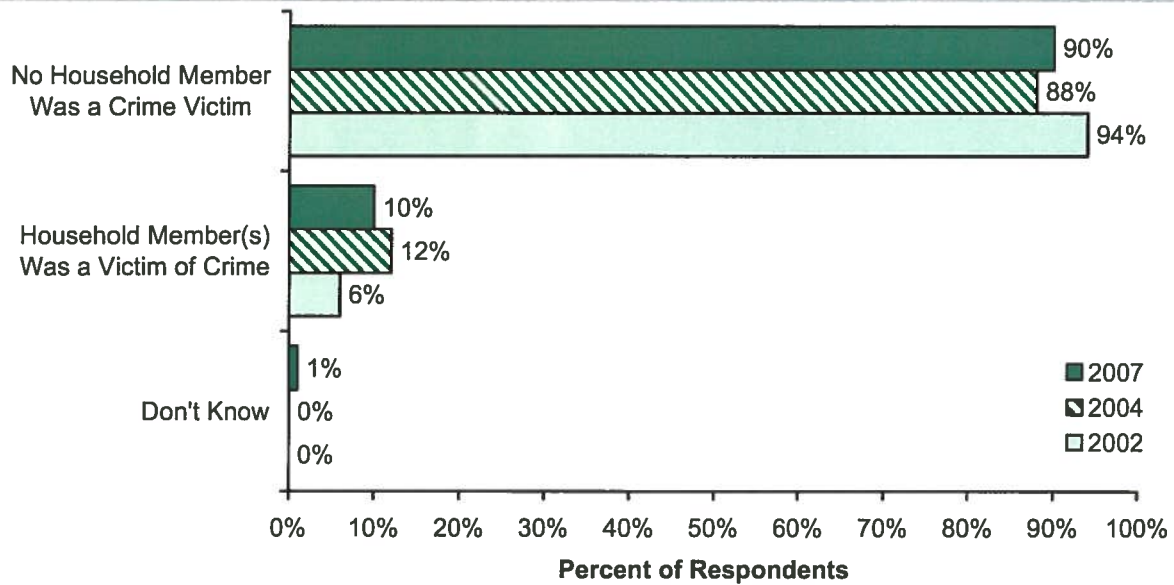


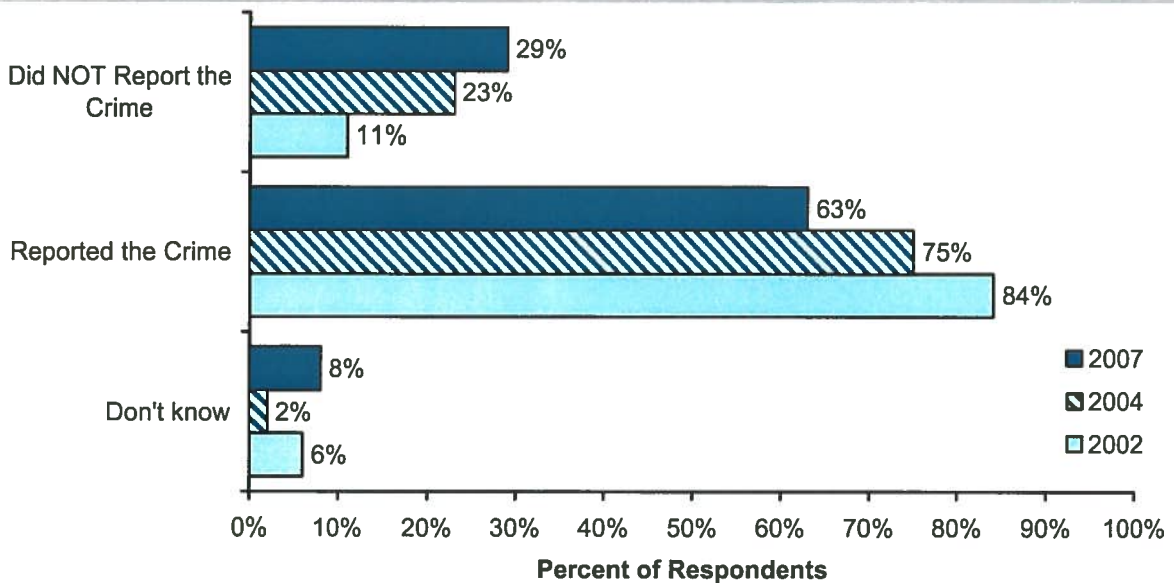
Figure 10: Ratings of Safety in Various Areas in Sedona by Year



**Figure 11: Percent of Respondents' Households That Were Victim of a Crime in the Last 12 Months by Year**



**Figure 12: Percent of Respondents' Households That Were Victim of a Crime Who Reported the Crime by Year**

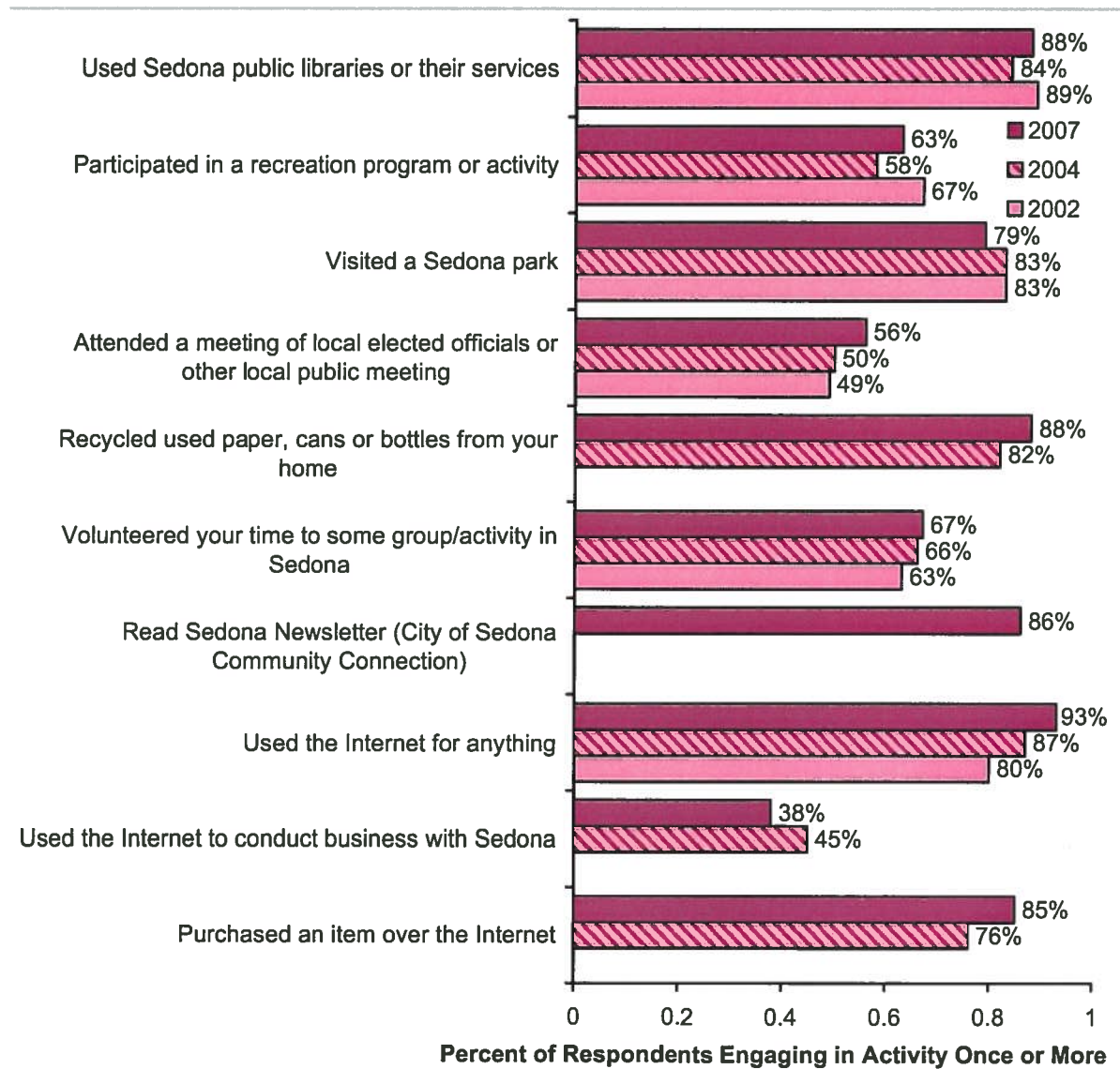




## Community Participation

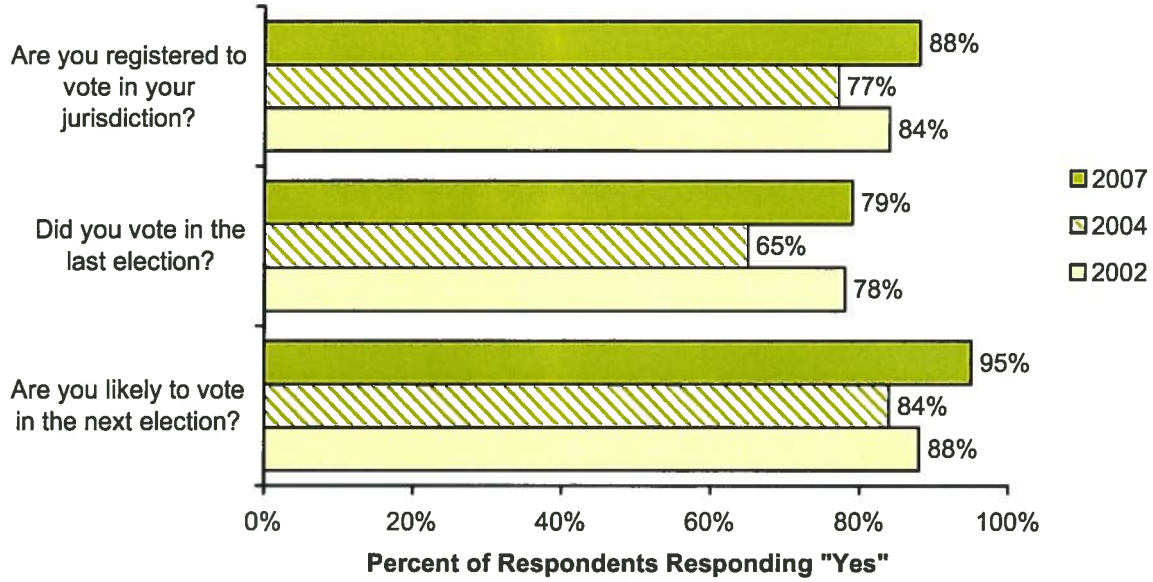
Participation in the civic, social and economic life of Sedona during the past year was assessed on the survey. The proportion of respondents engaging in various activities is shown in the chart below, with comparisons made between 2007, 2004 and 2002. Among those completing the questionnaire in 2007, 67% reported volunteering in the past year compared to 63% in 2002 and 66% in 2004. Voter status was also estimated, and is shown on the next page.<sup>2</sup>

**Figure 13: Percent of Respondents Engaging in Various Activities in Sedona in the Last 12 Months by Year**



<sup>2</sup> In general on a survey, a greater proportion of people will report having voted, than actual voting records verify.

Figure 14: Voter Status and Activity by Year



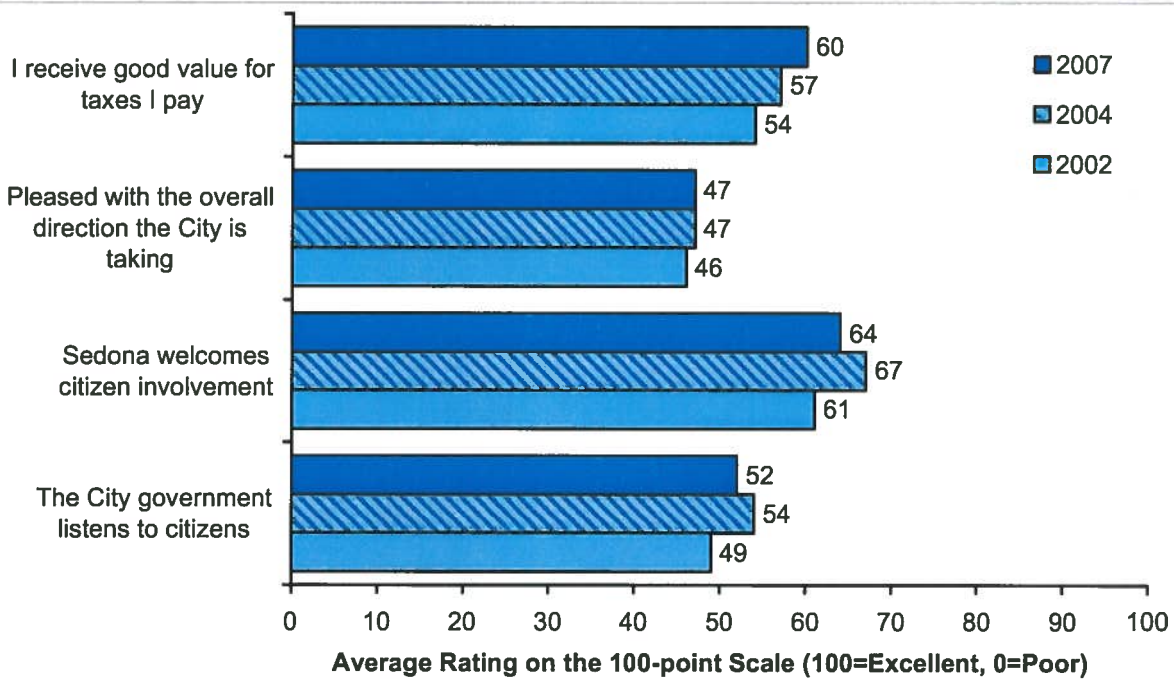
## LOCAL GOVERNMENT

Several aspects of the government of the City of Sedona were evaluated by residents completing The National Citizen Survey™. They were asked how much trust they placed in their local government, and what they felt about the services they receive from the City of Sedona. Those who had any contact with a City of Sedona employee in the past year gave their impressions of the most recent encounter.

### Public Trust

When asked to evaluate whether they were pleased with the overall direction taken by the City of Sedona, residents gave an average rating of 47 on a 100-point scale in 2007, compared to 46 in 2002 and 47 in 2004.

Figure 15: Ratings of Public Trust by Year



# The City of Sedona Citizen Survey

Local Government

## 2007 Public Trust Ratings

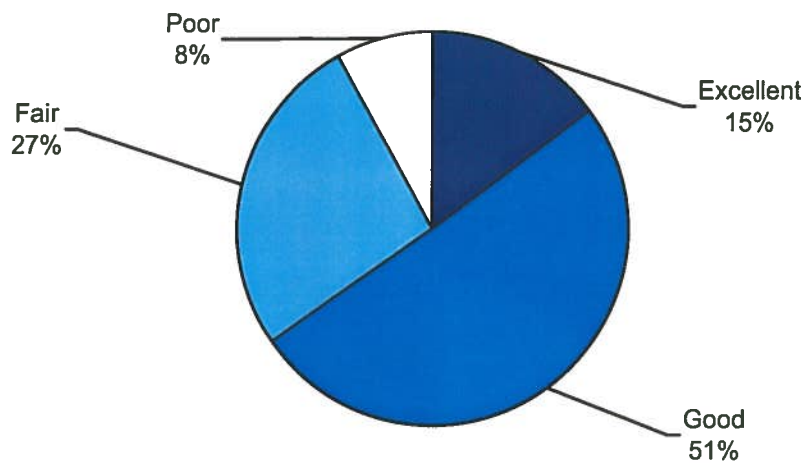
Please rate the following statements:	Strongly agree	Somewhat agree	Neither agree nor disagree	Somewhat disagree	Strongly disagree	Total	Average rating on a 100-point scale (100=Strongly agree, 0=Strongly disagree)
I receive good value for the City of Sedona taxes I pay	17%	39%	21%	16%	8%	100%	60
I am pleased with the overall direction that the City of Sedona is taking	9%	28%	19%	27%	16%	100%	47
The City of Sedona government welcomes citizen involvement	22%	39%	20%	13%	7%	100%	64
The City of Sedona government listens to citizens	11%	35%	20%	20%	14%	100%	52

Note: "don't know" responses have been removed.

## Service Provided by Sedona

The overall quality of services provided by the City of Sedona was rated as 58 on a 100-point scale in 2007, compared to 60 in 2002 and 59 in 2004. Ratings given to specific services are shown on the following pages.

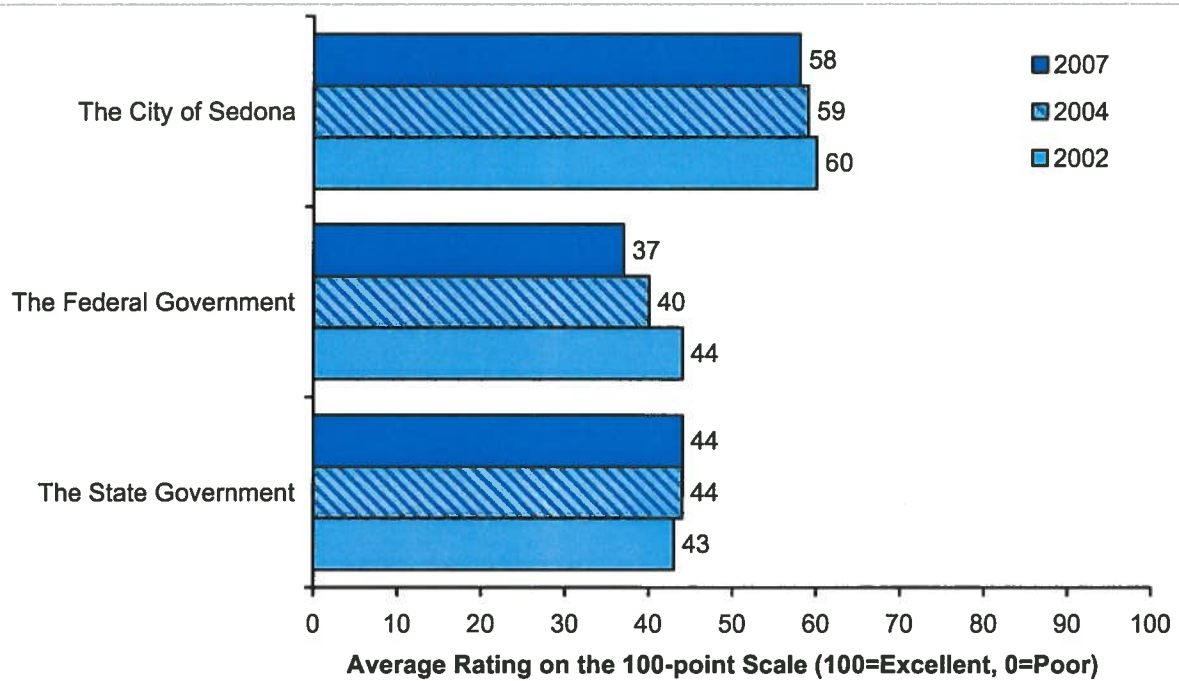
Figure 16: Overall Quality of Services Provided by the City of Sedona



# The City of Sedona Citizen Survey

Local Government

**Figure 17: Rating of Overall Quality of Services Provided by Various Levels of Government by Year**

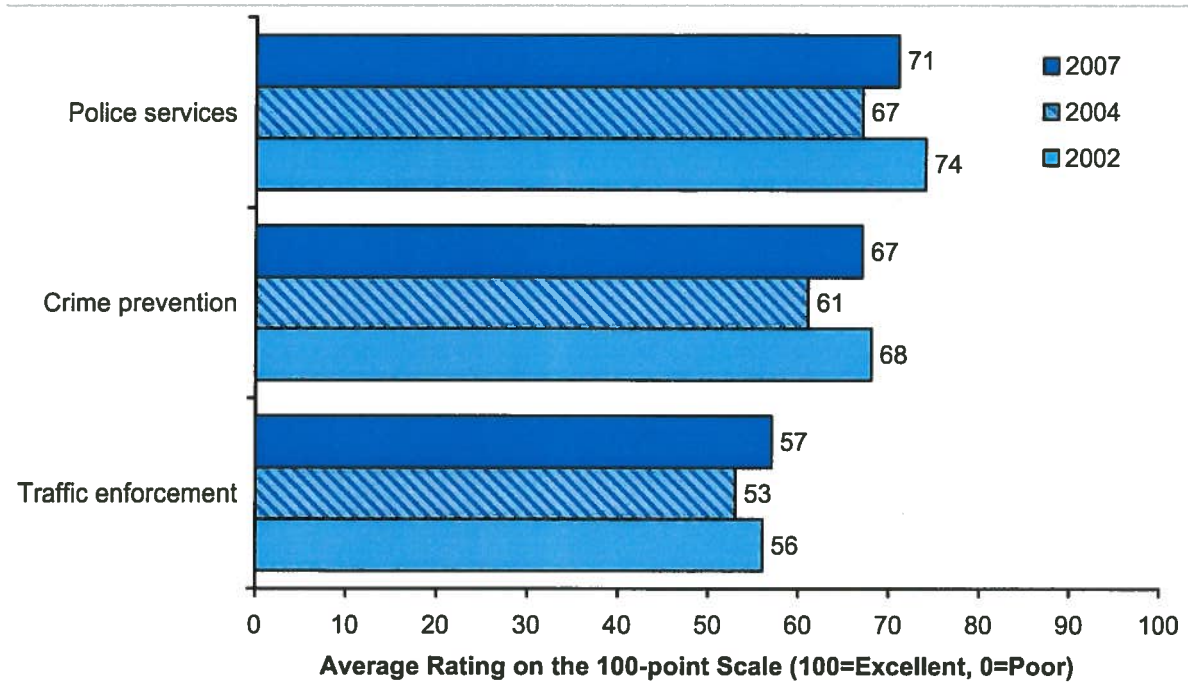


### 2007 Overall Quality of Services: City of Sedona, Federal Government and State Government

Overall, how would you rate the quality of services provided by...	Excellent	Good	Fair	Poor	Total	Average rating on a 100-point scale (100=Excellent, 0=Poor)
The City of Sedona	15%	51%	27%	8%	100%	58
The Federal Government	3%	29%	42%	26%	100%	37
The State Government	3%	36%	48%	12%	100%	44

Note: "don't know" responses have been removed.

Figure 18: Quality of Public Safety Services by Year

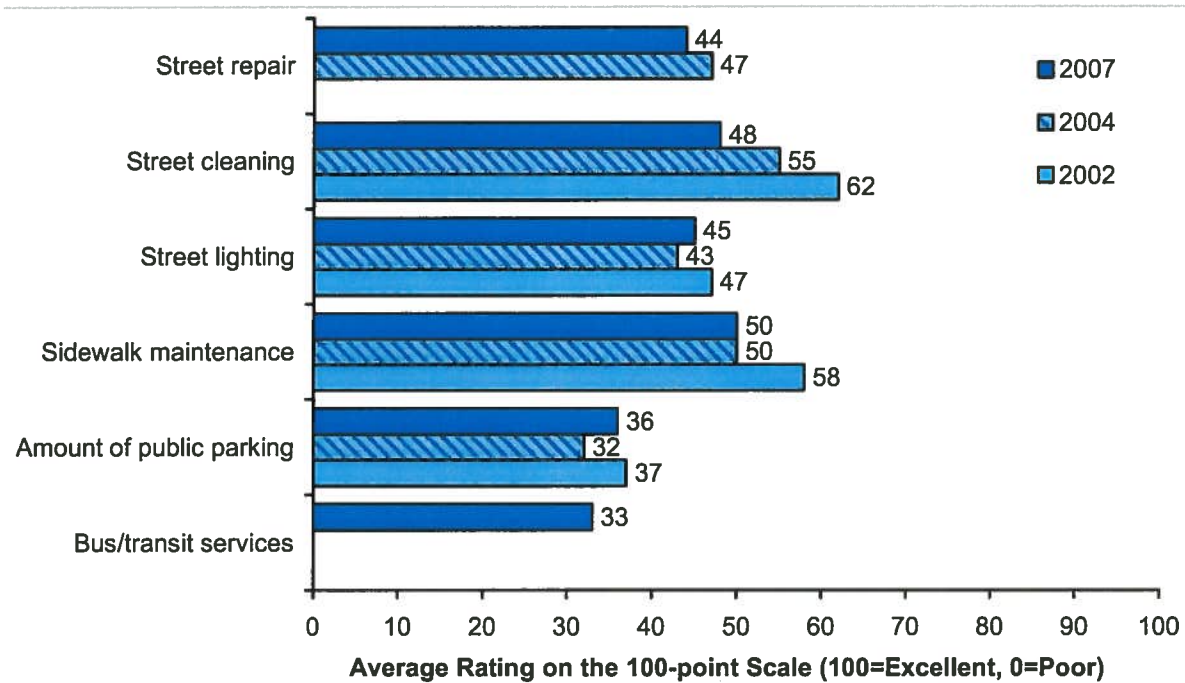


2007 Quality of Public Safety Services

How do you rate the quality of each of the following services?					Total	Average rating on a 100-point scale (100=Excellent, 0=Poor)
	Excellent	Good	Fair	Poor		
Police services	37%	48%	8%	7%	100%	71
Crime prevention	25%	56%	15%	4%	100%	67
Traffic enforcement	17%	48%	24%	12%	100%	57

Note: "don't know" responses have been removed.

Figure 19: Quality of Transportation Services by Year



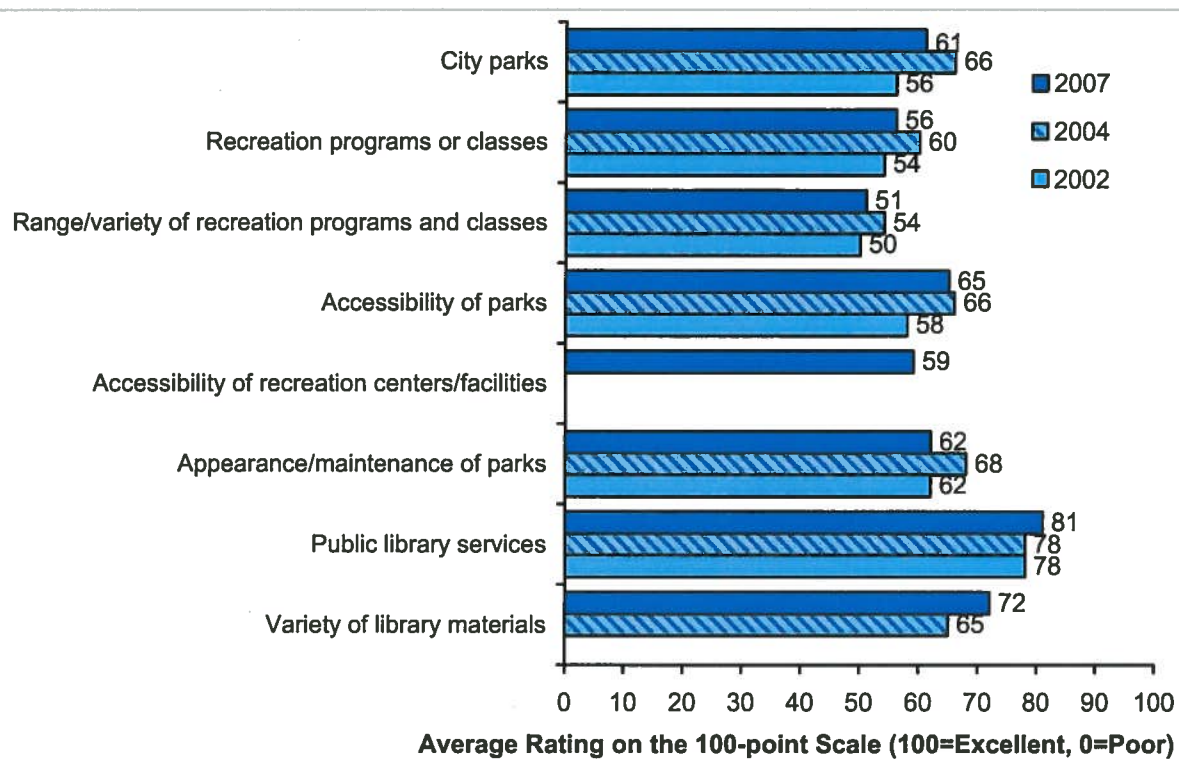
2007 Quality of Transportation Services

How do you rate the quality of each of the following services?					Total	Average rating on a 100-point scale (100=Excellent, 0=Poor)
	Excellent	Good	Fair	Poor		
Street repair	8%	36%	35%	21%	100%	44
Street cleaning	10%	42%	30%	18%	100%	48
Street lighting	13%	34%	28%	25%	100%	45
Sidewalk maintenance	8%	48%	31%	13%	100%	50
Amount of public parking	6%	27%	36%	31%	100%	36
Bus/transit services	7%	24%	28%	40%	100%	33

Note: "don't know" responses have been removed.



Figure 20: Quality of Leisure Services by Year

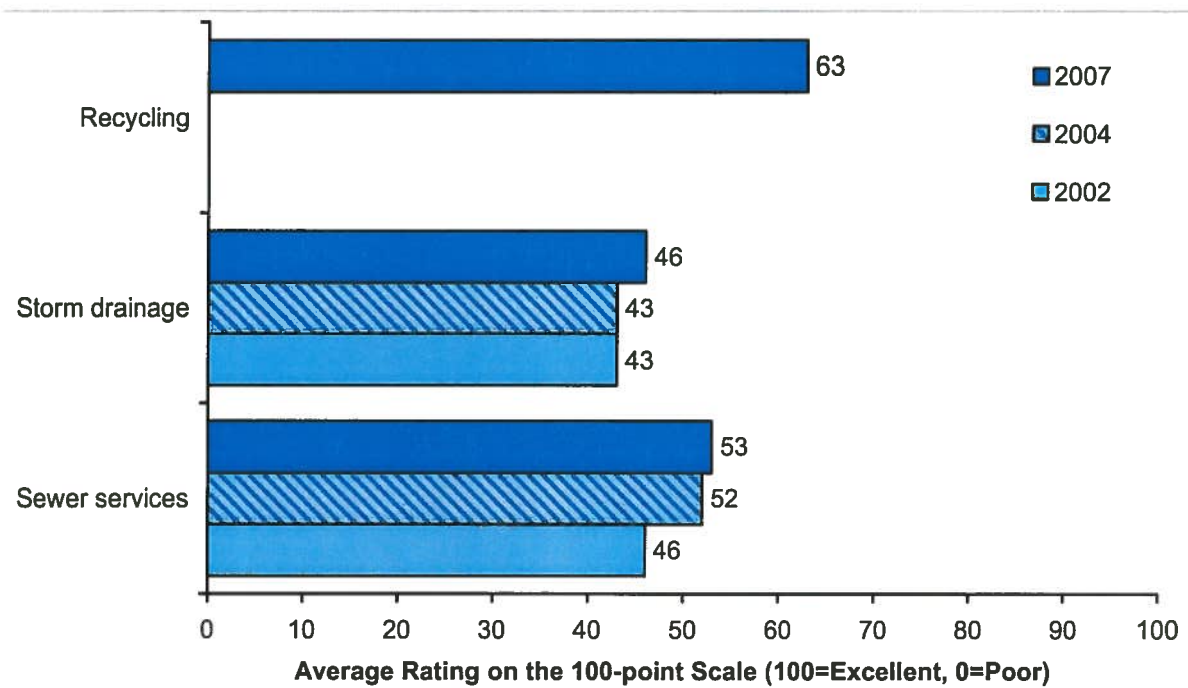


2007 Quality of Leisure Services

How do you rate the quality of each of the following services?	Excellent	Good	Fair	Poor	Total	Average rating on a 100-point scale (100=Excellent, 0=Poor)
City parks	18%	53%	22%	7%	100%	61
Recreation programs or classes	12%	53%	24%	10%	100%	56
Range/variety of recreation programs and classes	12%	43%	31%	14%	100%	51
Accessibility of parks	20%	57%	20%	3%	100%	65
Accessibility of recreation centers/facilities	15%	52%	25%	7%	100%	59
Appearance/maintenance of parks	18%	55%	23%	4%	100%	62
Public library services	50%	43%	6%	1%	100%	81
Variety of library materials	38%	44%	15%	3%	100%	72

Note: "don't know" responses have been removed.

Figure 21: Quality of Utility Services by Year

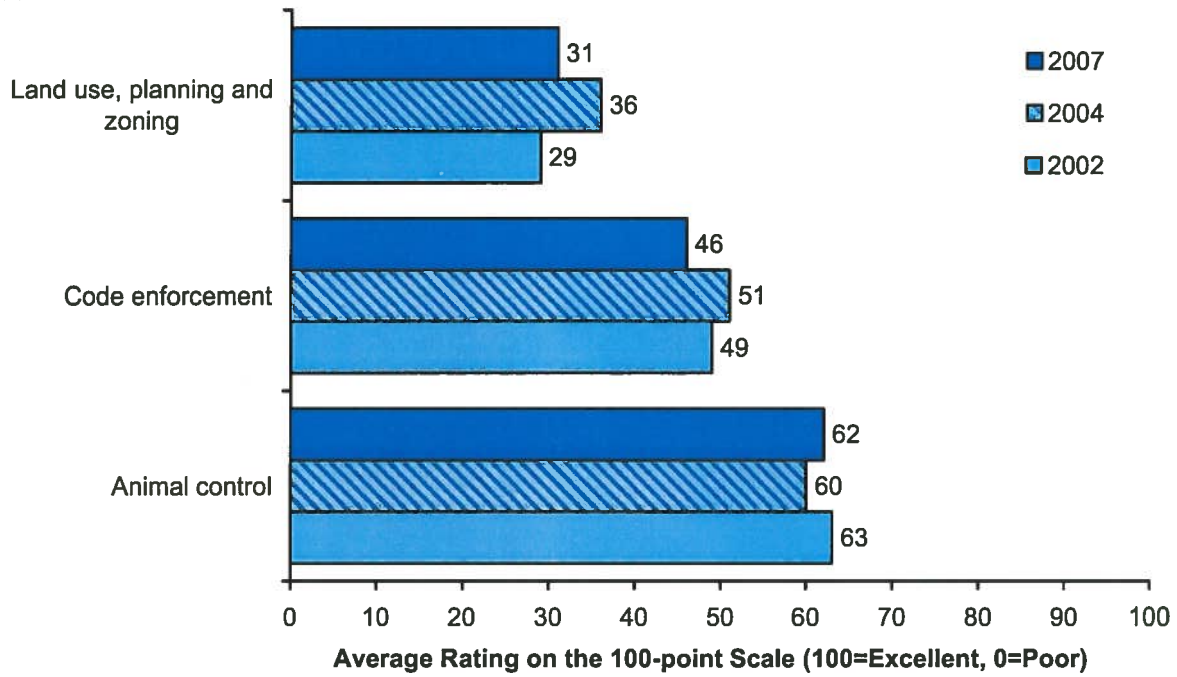


2007 Quality of Utility Services

How do you rate the quality of each of the following services?	Excellent	Good	Fair	Poor	Total	Average rating on a 100-point scale (100=Excellent, 0=Poor)
Recycling	31%	39%	20%	10%	100%	63
Storm drainage	6%	43%	33%	18%	100%	46
Sewer services	11%	52%	22%	15%	100%	53

Note: "don't know" responses have been removed.

Figure 22: Quality of Planning and Code Enforcement Services by Year

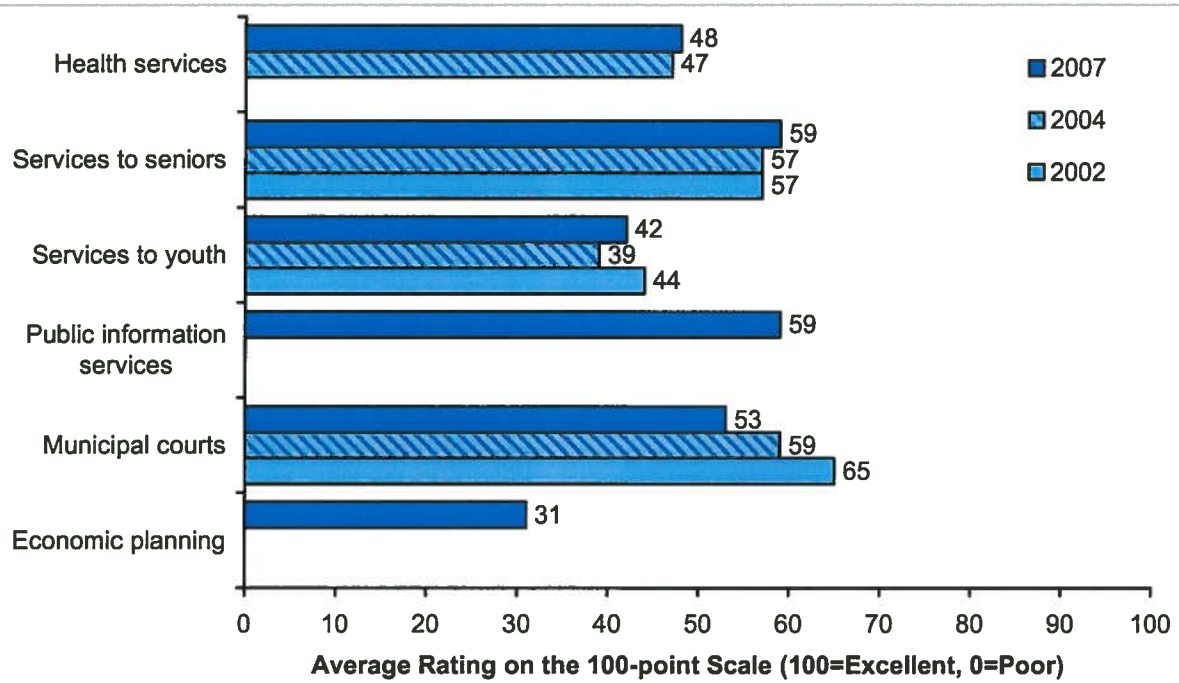


2007 Quality of Planning and Code Enforcement Services

How do you rate the quality of each of the following services?	Excellent	Good	Fair	Poor	Total	Average rating on a 100-point scale (100=Excellent, 0=Poor)
Land use, planning and zoning	5%	22%	36%	38%	100%	31
Code enforcement (weeds, abandoned buildings, etc)	7%	41%	33%	18%	100%	46
Animal control	16%	59%	20%	5%	100%	62

Note: "don't know" responses have been removed.

**Figure 23: Quality of Services to Special Populations and Other Services by Year**



**2007 Quality of Services to Special Populations and Other Services**

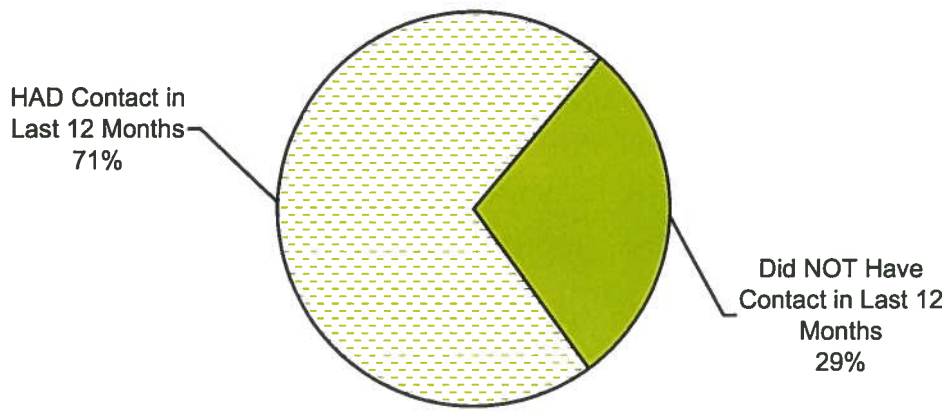
How do you rate the quality of each of the following services?					Total	Average rating on a 100-point scale (100=Excellent, 0=Poor)
	Excellent	Good	Fair	Poor		
Health services	9%	42%	32%	16%	100%	48
Services to seniors	14%	54%	27%	5%	100%	59
Services to youth	8%	32%	38%	22%	100%	42
Public information services	14%	53%	28%	5%	100%	59
Municipal courts	8%	56%	25%	12%	100%	53
Economic planning	4%	20%	42%	35%	100%	31

Note: "don't know" responses have been removed.

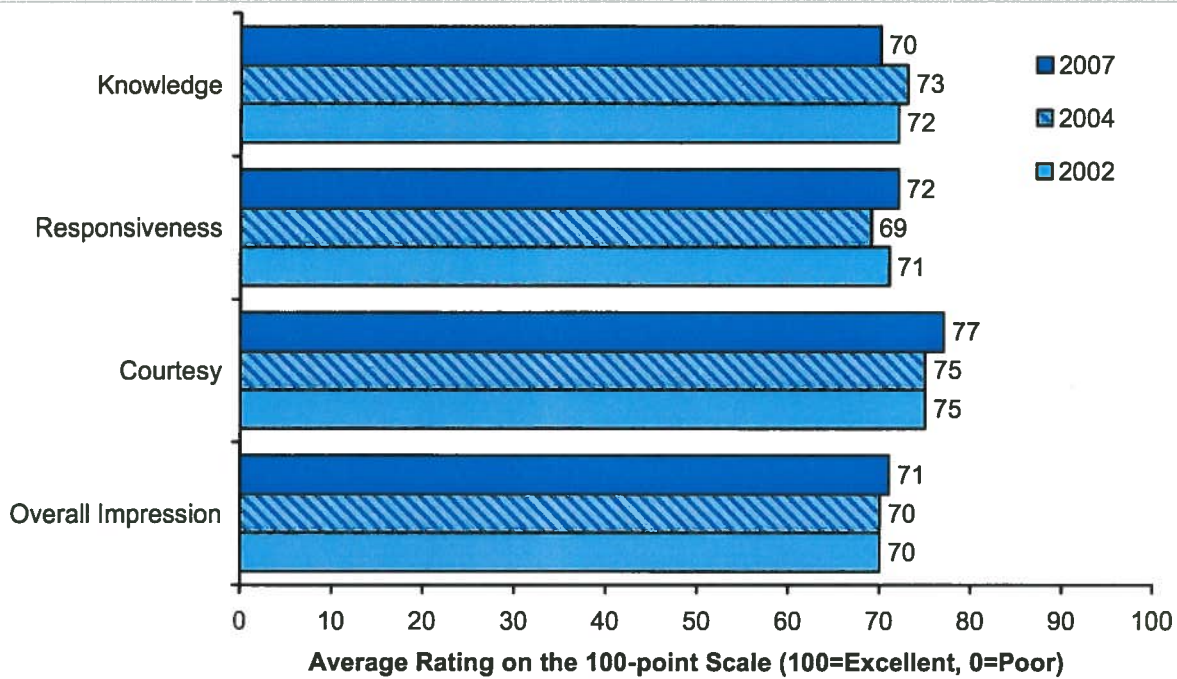
## The City of Sedona Employees

Impressions of the City of Sedona employees were assessed on the questionnaire. In 2007, those who had been in contact with a City of Sedona employee in the past year (71%) rated their overall impression as 71 on a 100-point scale, compared to an average rating of 70 received in 2002 as well as in 2004.

**Figure 24: Percent of Respondents Who Had Contact with a City of Sedona Employee in 2007**



**Figure 25: Ratings of Contact with the City of Sedona Employees by Year**



**2007 Ratings of Contact with City of Sedona Employees**

What was your impression of employees of the City of Sedona in your most recent contact?	Excellent	Good	Fair	Poor	Total	Average rating on a 100-point scale (100=Excellent, 0=Poor)
Knowledge	39%	40%	13%	8%	100%	70
Responsiveness	44%	37%	10%	9%	100%	72
Courtesy	52%	35%	8%	6%	100%	77
Overall Impression	44%	35%	13%	8%	100%	71

Note: "don't know" responses have been removed.

## APPENDIX A: FREQUENCY OF RESPONSES TO ALL SURVEY QUESTIONS

This appendix displays the complete distribution of responses to questions in 2007. The “don’t know” responses are shown, where applicable.

<b>Question 1: Quality of Life Ratings</b>						
	<b>Excellent</b>	<b>Good</b>	<b>Fair</b>	<b>Poor</b>	<b>Don't know</b>	<b>Total</b>
How do you rate Sedona as a place to live?	46%	45%	8%	1%	0%	100%
How do you rate your neighborhood as a place to live?	46%	42%	9%	2%	0%	100%
How do you rate Sedona as a place to raise children?	11%	26%	24%	8%	31%	100%
How do you rate Sedona as a place to work?	11%	19%	27%	25%	18%	100%
How do you rate Sedona as a place to retire?	40%	32%	16%	3%	10%	100%
How do you rate the overall quality of life in Sedona?	30%	54%	14%	2%	0%	100%

<b>Question 2: Please rate each of the following characteristics as they relate to Sedona as a whole</b>						
	<b>Excellent</b>	<b>Good</b>	<b>Fair</b>	<b>Poor</b>	<b>Don't know</b>	<b>Total</b>
Sense of community	12%	41%	30%	15%	2%	100%
Overall appearance of Sedona	32%	49%	18%	1%	0%	100%
Opportunities to attend cultural activities	24%	39%	28%	9%	1%	100%
Recreational opportunities	29%	39%	19%	11%	2%	100%
Access to affordable quality housing	3%	7%	20%	61%	9%	100%
Access to affordable quality child care	1%	4%	16%	21%	59%	100%
Access to affordable quality health care	6%	24%	29%	28%	13%	100%
Ease of car travel in Sedona	9%	35%	34%	21%	0%	100%
Ease of bicycle travel in Sedona	3%	13%	19%	41%	24%	100%
Ease of walking in Sedona	14%	31%	29%	23%	3%	100%

## The City of Sedona Citizen Survey

### Appendix A Survey Frequencies

#### Question 3: Please rate the speed of growth in the following categories in Sedona over the past two years

	Much too slow	Somewhat too slow	Right amount	Somewhat too fast	Much too fast	Don't know	Total
Population growth	2%	1%	32%	31%	25%	9%	100%
Retail growth (stores, restaurants etc.)	5%	13%	39%	21%	13%	10%	100%
Jobs growth	14%	29%	17%	3%	2%	35%	100%

#### Question 4: To what degree are the following problems in Sedona

	Not a problem	Minor problem	Moderate problem	Major problem	Don't know	Total
Crime	15%	51%	24%	2%	8%	100%
Drugs	7%	24%	32%	19%	18%	100%
Too much growth	12%	18%	27%	38%	5%	100%
Noise	25%	35%	27%	13%	1%	100%
Run down buildings, weed lots, or junk vehicles	29%	47%	16%	7%	2%	100%
Taxes	13%	23%	34%	25%	5%	100%
Traffic congestion	5%	18%	36%	42%	0%	100%
Weeds	25%	44%	20%	8%	3%	100%

#### Question 5: Please rate how safe you feel from the following occurring to you in Sedona

	Very safe	Somewhat safe	Neither safe nor unsafe	Somewhat unsafe	Very unsafe	Don't know	Total
Violent crime (e.g., rape, assault, robbery)	53%	32%	9%	4%	1%	2%	100%
Property crimes (e.g., burglary, theft)	27%	49%	11%	9%	2%	2%	100%
Fire	22%	34%	18%	16%	6%	3%	100%



## The City of Sedona Citizen Survey

### Appendix A Survey Frequencies

#### Question 6: Please rate how safe you feel:

	Very safe	Somewhat safe	Neither safe nor unsafe	Somewhat unsafe	Very unsafe	Don't know	Total
In your neighborhood during the day	83%	14%	2%	1%	1%	0%	100%
In your neighborhood after dark	55%	32%	7%	5%	1%	0%	100%
In Sedona's downtown area during the day	72%	16%	3%	1%	0%	7%	100%
In Sedona's downtown area after dark	38%	31%	11%	4%	1%	15%	100%
In Sedona's parks during the day	62%	18%	5%	1%	0%	15%	100%
In Sedona's parks after dark	17%	23%	14%	9%	3%	34%	100%

#### Question 7: During the past twelve months, were you or anyone in your household the victim of any crime?

	No	Yes	Don't know	Total
During the past twelve months, were you or anyone in your household the victim of any crime?	90%	10%	1%	100%

#### Question 8: If yes, was this crime (these crimes) reported to the police?

	No	Yes	Don't know	Total
If yes, was this crime (these crimes) reported to the police?	29%	63%	8%	100%

## The City of Sedona Citizen Survey

### Appendix A: Survey Frequencies

#### Question 9: In the last 12 months, about how many times, if ever, have you or other household members done the following things in the City of Sedona?

	Never	Once or twice	3 to 12 times	13 to 26 times	More than 26 times	Total
Used Sedona public libraries or their services	12%	26%	31%	17%	15%	100%
Participated in a recreation program or activity	37%	28%	21%	7%	8%	100%
Visited a Sedona park	21%	28%	31%	10%	9%	100%
Attended a meeting of local elected officials or other local public meeting	44%	31%	19%	3%	3%	100%
Recycled used paper, cans or bottles from your home	12%	7%	18%	18%	46%	100%
Volunteered your time to some group/activity in Sedona	33%	23%	15%	9%	19%	100%
Read Sedona Newsletter (City of Sedona Community Connection)	14%	25%	39%	11%	11%	100%
Used the Internet for anything	7%	1%	4%	5%	83%	100%
Used the Internet to conduct business with Sedona	62%	17%	11%	2%	7%	100%
Purchased an item over the Internet	15%	10%	25%	17%	33%	100%

## The City of Sedona Citizen Survey

### Appendix A Survey Frequencies

<b>Question 10: How do you rate the quality of each of the following services in Sedona?</b>						
	<b>Excellent</b>	<b>Good</b>	<b>Fair</b>	<b>Poor</b>	<b>Don't know</b>	<b>Total</b>
Police services	34%	44%	8%	7%	7%	100%
Crime prevention	21%	48%	13%	3%	15%	100%
Traffic enforcement	16%	44%	22%	11%	7%	100%
Recycling	29%	37%	19%	10%	5%	100%
Street repair	8%	35%	34%	20%	3%	100%
Street cleaning	9%	39%	28%	16%	9%	100%
Street lighting	13%	33%	27%	25%	2%	100%
Sidewalk maintenance	7%	44%	28%	12%	8%	100%
Amount of public parking	6%	26%	34%	30%	4%	100%
Bus/transit services	5%	18%	21%	29%	27%	100%
Storm drainage	5%	36%	28%	15%	16%	100%
Sewer services	9%	43%	18%	12%	18%	100%
City parks	15%	44%	18%	6%	17%	100%
Recreation programs or classes	8%	36%	16%	7%	32%	100%
Range/variety of recreation programs and classes	8%	29%	21%	10%	32%	100%
Accessibility of parks	17%	49%	17%	3%	13%	100%
Accessibility of recreation centers/facilities	12%	41%	20%	5%	22%	100%
Appearance/maintenance of parks	16%	47%	20%	4%	14%	100%
Land use, planning and zoning	4%	19%	31%	33%	13%	100%
Code enforcement (weeds, abandoned buildings, etc)	6%	34%	27%	15%	18%	100%
Animal control	13%	48%	16%	4%	19%	100%
Health services	8%	36%	28%	14%	15%	100%
Services to seniors	8%	33%	17%	3%	39%	100%
Services to youth	5%	19%	23%	13%	40%	100%
Public library services	47%	40%	6%	1%	6%	100%
Variety of library materials	34%	40%	14%	2%	9%	100%
Public information services	12%	44%	23%	4%	19%	100%
Municipal courts	3%	24%	11%	5%	56%	100%
Economic planning	2%	12%	26%	21%	39%	100%

**The City of Sedona Citizen Survey**

Appendix A Survey Frequencies

**Question 11: Overall, how would you rate the quality of the services provided by...**

	<b>Excellent</b>	<b>Good</b>	<b>Fair</b>	<b>Poor</b>	<b>Don't know</b>	<b>Total</b>
The City of Sedona	14%	48%	25%	7%	6%	100%
The Federal Government	3%	24%	35%	22%	16%	100%
The State Government	3%	30%	40%	10%	17%	100%

**Question 12: Have you had any in-person or phone contact with an employee of the City of Sedona within the last 12 months?**

	<b>No</b>	<b>Yes</b>	<b>Total</b>
Have you had any in-person or phone contact with an employee of the City of Sedona within the last 12 months?	29%	71%	100%

**Question 13: What was your impression of the employees of the City of Sedona in your most recent contact?**

	<b>Excellent</b>	<b>Good</b>	<b>Fair</b>	<b>Poor</b>	<b>Don't know</b>	<b>Total</b>
Knowledge	38%	38%	12%	8%	4%	100%
Responsiveness	43%	36%	9%	9%	3%	100%
Courtesy	50%	34%	8%	5%	3%	100%
Overall Impression	42%	34%	13%	8%	3%	100%

**The City of Sedona Citizen Survey**

Appendix A Survey Frequencies

**Question 14: Please rate your agreement or disagreement with the following statements.**

	<b>Strongly agree</b>	<b>Somewhat agree</b>	<b>Neither agree nor disagree</b>	<b>Somewhat disagree</b>	<b>Strongly disagree</b>	<b>Don't know</b>	<b>Total</b>
I receive good value for the City of Sedona taxes I pay	16%	37%	19%	15%	8%	6%	100%
I am pleased with the overall direction that the City of Sedona is taking	9%	27%	18%	26%	15%	5%	100%
The City of Sedona government welcomes citizen involvement	19%	34%	17%	11%	6%	13%	100%
The City of Sedona government listens to citizens	9%	30%	18%	17%	12%	14%	100%

**Question 15: What impact, if any, do you think the economy will have on your family income in the next 6 months?**

	<b>Very positive</b>	<b>Somewhat positive</b>	<b>Neutral</b>	<b>Somewhat negative</b>	<b>Very negative</b>	<b>Total</b>
What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	6%	17%	45%	27%	6%	100%

**Question 16: Do you live within the City limits of the City of Sedona?**

	<b>No</b>	<b>Yes</b>	<b>Total</b>
Do you live within the limits of the City of Sedona?	3%	97%	100%

**Question 17: Employment Status**

	<b>No</b>	<b>Yes</b>	<b>Total</b>
Are you currently employed?	37%	63%	100%

**The City of Sedona Citizen Survey**

Appendix A: Survey Frequencies

**Question 17a: Usual Mode of Transportation to Work**

**What one method of transportation do you usually use (for the longest distance of your commute) to travel to work?**

Motorized vehicle	76%
Walk	5%
Work at home	17%
Other	1%
Total	100%

**Question 17b: Drive Alone or Carpool**

	No	Yes	Total
If you checked the motorized vehicle (e.g. car, truck, van, motorcycle, etc.) box in 17a, do other people usually ride with you to or from work?	81%	19%	100%

**Usual Mode of Transportation to Work, Including Carpooling**

Usual mode of transportation to work	
Motorized vehicle, no others (SOV)	63%
Motorized vehicle, with others (MOV)	14%
Walk	5%
Work at home	17%
Other	1%
Total	100%

**Question 18: Length of Residency**

**How many years have you lived in Sedona?**

Less than 2 years	13%
2 to 5 years	23%
6 to 10 years	21%
11 to 20 years	29%
More than 20 years	13%
Total	100%

**The City of Sedona Citizen Survey**

Appendix A Survey Frequencies

**Question 19: Type of Housing Unit**

	Which best describes the building you live in?
One family house detached from any other houses	78%
One family house attached to one or more houses	8%
Building with two or more apartments or condominiums	10%
Mobile home	4%
Total	100%

**Question 20: Tenure Status**

	Rented for cash or occupied without cash payment?	Owned by you or someone in this house	Total
Is this house, apartment, or mobile home...	27%	73%	100%

**Questions 21 to 24: Household Characteristics**

	No	Yes	Total
Do any children age 12 or under live in your household?	88%	12%	100%
Do any teenagers ages 13 through 17 live in your household?	93%	7%	100%
Are you or any other members of your household aged 65 or older?	63%	37%	100%
Does any member of your household have a physical handicap or is anyone disabled?	87%	13%	100%

**Question 25: Education**

	What is the highest degree or level of school you have completed?
12th Grade or less, no diploma	1%
High school diploma	4%
Some college, no degree	23%
Associate's degree (e.g. AA, AS)	9%
Bachelor's degree (e.g. BA, AB, BS)	30%
Graduate degree or professional degree	32%
Total	100%

**The City of Sedona Citizen Survey**

Appendix A Survey Frequencies

**Question 26: Annual Household Income**

**How much do you anticipate your household's total income before taxes will be for the current year?**

Less than \$24,999	7%
\$25,000 to \$49,999	21%
\$50,000 to \$99,999	38%
\$100,000 or more	33%
<b>Total</b>	<b>100%</b>

**Question 27: Ethnicity**

	No	Yes	Total
Are you Spanish/Hispanic/Latino?	96%	4%	100%

**Question 28: Race**

	Percent of Respondents
American Indian or Alaskan native	2%
Asian or Pacific Islander	2%
Black, African American	0%
White/Caucasian	94%
Other	4%
Total may exceed 100% as respondents could select more than one category.	



**The City of Sedona Citizen Survey**

Appendix A: Survey Frequencies

**Question 29: Age**

<b>In which category is your age?</b>	
18 to 24 years	1%
25 to 34 years	4%
35 to 44 years	12%
45 to 54 years	28%
55 to 64 years	25%
65 to 74 years	19%
75 years or older	11%
<b>Total</b>	<b>100%</b>

**Question 30: Gender**

	<b>Female</b>	<b>Male</b>	<b>Total</b>
What is your gender?	54%	46%	100%

**Questions 31 to 33: Voter Status and Activity**

	<b>No</b>	<b>Yes</b>	<b>Don't know</b>	<b>Total</b>
Are you registered to vote in your jurisdiction?	12%	87%	1%	100%
Did you vote in the last election?	20%	79%	1%	100%
Are you likely to vote in the next election?	5%	88%	7%	100%

## APPENDIX B: SURVEY METHODOLOGY

The National Citizen Survey™ was developed to provide local jurisdictions an accurate, affordable and easy way to assess and interpret resident opinion about important community issues. While standardization of question wording and survey methods provide the rigor to assure valid results, each jurisdiction has enough flexibility to construct a customized version of The National Citizen Survey™ that asks residents about key local services and important local issues.

Results offer insight into residents' perspectives about local government performance and as such provide important benchmarks for jurisdictions working on performance measurement. The National Citizen Survey™ is designed to help with budget, land use and strategic planning as well as to communicate with local residents. The National Citizen Survey™ permits questions to test support for local policies and answers to its questions also speak to community trust and involvement in community-building activities as well as to resident demographic characteristics.

The methods detailed in the following section are for the 2007 administration of The NCS in the City of Sedona. Information about the implementation in previous years can be found in past reports.

### Sampling

Approximately 1,200 households were selected to participate in the survey using a stratified systematic sampling method.<sup>3</sup> An individual within each household was selected using the birthday method.<sup>4</sup>

### Survey Administration

Selected households received three mailings, one week apart, beginning April 23, 2007. The first mailing was a prenotification postcard announcing the upcoming survey. The next mailing contained a letter from the Mayor inviting the household to participate, a questionnaire and postage-paid return envelope. The final mailing contained a reminder letter and another survey and postage-paid return envelope. Completed surveys were collected over the following five weeks.

<sup>3</sup> Systematic sampling is a method that closely approximates random sampling by selecting every Nth address until the desired number of households is chosen.

<sup>4</sup> The birthday method is a process to remove bias in the selection of a person within the household by asking the "person whose birthday has most recently passed" to complete the questionnaire. The underlying assumption in this method is that day of birth has no relationship to the way people respond to surveys but leaving selection of respondent to household members will lead to bias.

## Response Rate and Confidence Intervals

Of the 922 eligible households, 536 completed the survey providing a response rate of 58%. Approximately 278 addresses sampled were “vacant” or “not found.”<sup>5</sup> In general, the response rates obtained on citizen surveys range from 25% to 40%. The sample of households was selected systematically and impartially from a list of residences in the United States maintained by the U.S. postal service and sold to NRC through an independent vendor. The sample drawn for Sedona used USPS data to approximate the geographic boundaries of the jurisdiction, though some households just outside the city limits may have received surveys. The survey completers who technically do not reside in the jurisdiction may choose to respond to the survey because they feel an affiliation with the jurisdiction and its services. Local governments often have a sphere of influence – providing in-jurisdiction services that perimeter-residents use or even providing services outside the jurisdiction boundaries.

In theory, in 95 cases out of 100, the results based on such samples will differ by no more than 5 percentage points in either direction from what would have been obtained had responses been collected from all Sedona adults. This difference is also called a “margin of error.”<sup>6</sup> This difference from the presumed population finding is referred to as the sampling error. For subgroups of responses, the margin of sampling error is larger. In addition to sampling error, the practical difficulties of conducting any survey of the public may introduce other sources of error. For example, the failure of some of the selected adults to participate in the sample or the difficulty of including all sectors of the population, such as residents of some institutions or group residences, may lead to somewhat different results.

## Weighting and Analyzing the Data

The surveys were analyzed using the SPSS statistical package. Frequency distributions and average (mean) ratings are presented in the body of the report.

The demographic characteristics of the sample were compared to those of the City of Sedona as reflected in the information sent by staff to National Research Center, Inc. When necessary, survey results were statistically adjusted to reflect the known population profile.

Generally, only two variables are used in a weighting scheme. Known population characteristics are compared to the characteristics of survey respondents. Generally, characteristics chosen as weighting variables are selected because they are not in proportion to what is shown in a jurisdiction’s demographic profile and because differences in opinion are observed between subgroups of these characteristics. The two

<sup>5</sup> “Eligible” households refer to addresses that belong to residences that are not vacant within the City of Sedona.

<sup>6</sup> The margin of error was calculated using the following formula:  $1.96 * \text{square root}(0.25/400)$ . This margin of error is calculated in the most conservative way. The standard error was assumed to be the greatest for a binomial distribution: 50%/50%.

## The City of Sedona Citizen Survey

### Appendix B Survey Methodology

socioeconomic characteristics that were used to weight the survey results were tenure and age. Other discrepancies between the whole population and the sample were also aided by the weighting due to the intercorrelation of many socioeconomic characteristics, although the percentages are not always identical in the sample compared to the population norms. The results of the weighting scheme are presented in the table on the following page.

# The City of Sedona Citizen Survey

## Appendix B Survey Methodology

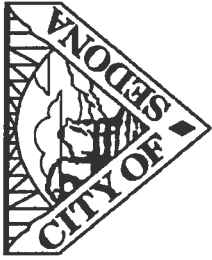
<b>Weighting Scheme for the City of Sedona Citizen Survey</b>			
<b>Respondent Characteristics</b>	<b>Population Norm<sup>7</sup></b>	<b>Unweighted Survey Data</b>	<b>Weighted Survey Data</b>
<b>Tenure</b>			
Rent Home	27%	11%	27%
Own Home	73%	89%	73%
<b>Type of Housing Unit</b>			
Single-Family Detached	85%	89%	82%
Attached	15%	11%	18%
<b>Ethnicity</b>			
Non-Hispanic	91%	97%	96%
Hispanic	9%	3%	4%
<b>Race</b>			
White/Caucasian	92%	93%	92%
Non-White	8%	7%	8%
<b>Gender</b>			
Female	54%	54%	54%
Male	46%	46%	46%
<b>Age</b>			
18-34	15%	1%	5%
35-54	37%	27%	40%
55+	48%	72%	55%
<b>Gender and Age</b>			
Females 18-34	7%	1%	2%
Females 35-54	20%	16%	24%
Females 55+	27%	37%	28%
Males 18-34	8%	1%	2%
Males 35-54	17%	11%	16%
Males 55+	21%	35%	27%

<sup>7</sup> Source: 2000 Census

## APPENDIX C: SURVEY MATERIALS

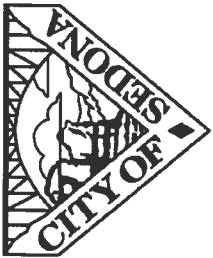
The following pages contain copies of the survey materials sent to randomly selected households within the City of Sedona. All households selected for inclusion in the study were first sent a prenotification postcard informing them that they would be receiving a questionnaire within the following week. A week later, a cover letter and survey were sent, with a postage paid return envelope. Two weeks later a second cover letter and survey were sent. The second cover letter asked that those who had responded not do so again, while urging those who had not yet returned their surveys to please do so.

Presorted  
First Class Mail  
US Postage  
PAID  
Boulder, CO  
Permit NO. 94



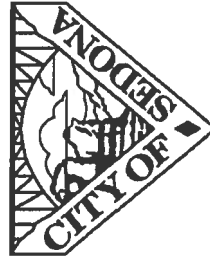
City of Sedona  
102 Roadrunner Drive  
Sedona, AZ 86336

Presorted  
First Class Mail  
US Postage  
PAID  
Boulder, CO  
Permit NO. 94



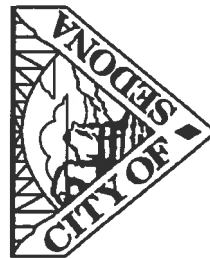
City of Sedona  
102 Roadrunner Drive  
Sedona, AZ 86336

Presorted  
First Class Mail  
US Postage  
PAID  
Boulder, CO  
Permit NO. 94



City of Sedona  
102 Roadrunner Drive  
Sedona, AZ 86336

Presorted  
First Class Mail  
US Postage  
PAID  
Boulder, CO  
Permit NO. 94



City of Sedona  
102 Roadrunner Drive  
Sedona, AZ 86336

Dear Sedona Resident,

Your household has been selected at random to participate in an anonymous citizen survey about the City of Sedona. You will receive a copy of the survey next week in the mail with instructions for completing and returning it. Thank you in advance for helping us with this important project!

Sincerely,



Pud Colquitt  
Mayor

Dear Sedona Resident,

Your household has been selected at random to participate in an anonymous citizen survey about the City of Sedona. You will receive a copy of the survey next week in the mail with instructions for completing and returning it. Thank you in advance for helping us with this important project!

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Sincerely,



Pud Colquitt  
Mayor





102 Roadrunner Drive  
Sedona, Arizona 86336  
(928) 282-3113  
TDD (928) 204-7102  
Fax (928) 204-7105

April 2007

Dear Sedona Resident:

The City of Sedona wants to know what you think about our community and municipal government. You have been randomly selected to participate in the City of Sedona's 2007 Citizen Survey.

Please take a few minutes to fill out the enclosed Citizen Survey. Your answers will help the City of Sedona make decisions that affect our community. You should find the questions interesting and we will definitely find your answers useful. We ask that you please participate!

**In order to get a representative sample of Sedona residents, the adult (anyone 18 years or older) in your household who most recently had a birthday should complete this survey. The year of birth of the adult does not matter.**

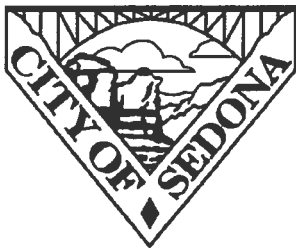
Please have the appropriate member of the household spend a few minutes to answer all the questions and return the survey in the enclosed postage-paid envelope. **Your responses will remain completely anonymous.**

Your participation in this survey is very important – especially since your household is one of only a small number of households being surveyed. If you have any questions about the Citizen Survey, please call the City Manager's office at (928) 204-7127.

Please help us shape the future of Sedona. Thank you for your time and participation.

Sincerely,

Pud Colquitt  
Mayor



102 Roadrunner Drive  
Sedona, Arizona 86336  
(928) 282-3113  
TDD (928) 204-7102  
Fax (928) 204-7105

May 2007

Dear Sedona Resident:

About one week ago, you should have received a copy of the enclosed survey. **If you completed it and sent it back, we thank you for your time and ask you to discard this survey. Please do not respond twice.** If you have not had a chance to complete the survey, we would appreciate your response. The City of Sedona wants to know what you think about our community and municipal government. You have been randomly selected to participate in the City of Sedona Citizen Survey.

Please take a few minutes to fill out the enclosed Citizen Survey. Your answers will help the City of Sedona make decisions that affect our community. You should find the questions interesting and we will definitely find your answers useful. We ask that you please participate!

**In order to get a representative sample of Sedona residents, the adult (anyone 18 years or older) in your household who most recently had a birthday should complete this survey. The year of birth of the adult does not matter.**

Please have the appropriate member of the household spend a few minutes to answer all the questions and return the survey in the enclosed postage-paid envelope. **Your responses will remain completely anonymous.**

Your participation in this survey is very important – especially since your household is one of only a small number of households being surveyed. If you have any questions about the Citizen Survey, please call the City Manager's office at (928) 204-7127.

Please help us shape the future of Sedona. Thank you for your time and participation.

Sincerely,

Pud Colquitt  
Mayor

# THE CITY OF SEDONA 2007 CITIZEN SURVEY

Please complete this questionnaire if you are the adult (age 18 or older) in the household who most recently had a birthday. The adult's year of birth does not matter. Please circle the response that most closely represents your opinion for each question. Your responses are anonymous and will be reported in group form only.

**1. Please circle the number that comes closest to your opinion for each of the following questions:**

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
How do you rate Sedona as a place to live? .....	1	2	3	4	5
How do you rate your neighborhood as a place to live? .....	1	2	3	4	5
How do you rate Sedona as a place to raise children? .....	1	2	3	4	5
How do you rate Sedona as a place to work? .....	1	2	3	4	5
How do you rate Sedona as a place to retire? .....	1	2	3	4	5
How do you rate the overall quality of life in Sedona? .....	1	2	3	4	5

**2. Please rate each of the following characteristics as they relate to Sedona as a whole:**

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Sense of community .....	1	2	3	4	5
Overall appearance of Sedona .....	1	2	3	4	5
Opportunities to attend cultural activities .....	1	2	3	4	5
Recreational opportunities .....	1	2	3	4	5
Access to affordable quality housing .....	1	2	3	4	5
Access to affordable quality child care .....	1	2	3	4	5
Access to affordable quality health care .....	1	2	3	4	5
Ease of car travel in Sedona .....	1	2	3	4	5
Ease of bicycle travel in Sedona .....	1	2	3	4	5
Ease of walking in Sedona .....	1	2	3	4	5

**3. Please rate the speed of growth in the following categories in Sedona over the past 2 years:**

	<u>Much too slow</u>	<u>Somewhat too slow</u>	<u>Right amount</u>	<u>Somewhat too fast</u>	<u>Much too fast</u>	<u>Don't know</u>
Population growth .....	1	2	3	4	5	6
Retail growth (stores, restaurants etc.) .....	1	2	3	4	5	6
Jobs growth .....	1	2	3	4	5	6

**4. To what degree, if at all, are the following problems in Sedona:**

	<u>Not a problem</u>	<u>Minor problem</u>	<u>Moderate problem</u>	<u>Major problem</u>	<u>Don't know</u>
Crime .....	1	2	3	4	5
Drugs .....	1	2	3	4	5
Too much growth .....	1	2	3	4	5
Noise .....	1	2	3	4	5
Run down buildings, weed lots, or junk vehicles .....	1	2	3	4	5
Taxes .....	1	2	3	4	5
Traffic congestion .....	1	2	3	4	5
Weeds .....	1	2	3	4	5

5. Please rate how safe you feel from the following occurring to you in Sedona:

	Very <u>safe</u>	Somewhat <u>safe</u>	Neither safe <u>nor unsafe</u>	Somewhat <u>unsafe</u>	Very <u>unsafe</u>	Don't <u>know</u>
Violent crime (e.g., rape, assault, robbery) .....	1	2	3	4	5	6
Property crimes (e.g., burglary, theft).....	1	2	3	4	5	6
Fire .....	1	2	3	4	5	6

6. Please rate how safe you feel:

	Very <u>safe</u>	Somewhat <u>safe</u>	Neither safe <u>nor unsafe</u>	Somewhat <u>unsafe</u>	Very <u>unsafe</u>	Don't <u>know</u>
In your neighborhood during the day.....	1	2	3	4	5	6
In your neighborhood after dark .....	1	2	3	4	5	6
In Sedona's Uptown area during the day .....	1	2	3	4	5	6
In Sedona's Uptown area after dark .....	1	2	3	4	5	6
In Sedona's parks during the day .....	1	2	3	4	5	6
In Sedona's parks after dark.....	1	2	3	4	5	6

7. During the past twelve months, were you or anyone in your household the victim of any crime?

- No → Go to question #9       Yes → Go to question #8       Don't know

8. If yes, was this crime (these crimes) reported to the police?

- No       Yes       Don't know

9. In the last 12 months, about how many times, if ever, have you or other household members participated in the following activities in Sedona?

	Never	Once or <u>twice</u>	3 to 12 <u>times</u>	13 to 26 <u>times</u>	More than <u>26 times</u>
Used Sedona public libraries or their services .....	1	2	3	4	5
Participated in a recreation program or activity .....	1	2	3	4	5
Visited a neighborhood or City park .....	1	2	3	4	5
Attended a meeting of local elected officials or other local public meeting.....	1	2	3	4	5
Recycled used paper, cans or bottles from your home .....	1	2	3	4	5
Volunteered your time to some group/activity in Sedona .....	1	2	3	4	5
Read Sedona Newsletter (City of Sedona <i>Community Connection</i> ).....	1	2	3	4	5
Used the Internet for anything .....	1	2	3	4	5
Used the Internet to conduct business with the City of Sedona.....	1	2	3	4	5
Purchased an item over the Internet .....	1	2	3	4	5

10. How do you rate the quality of each of the following services in Sedona?

	Excellent	Good	Fair	Poor	Don't know
Police services	1	2	3	4	5
Crime prevention	1	2	3	4	5
Traffic enforcement	1	2	3	4	5
Recycling	1	2	3	4	5
Street repair	1	2	3	4	5
Street cleaning	1	2	3	4	5
Street lighting	1	2	3	4	5
Sidewalk maintenance	1	2	3	4	5
Amount of public parking	1	2	3	4	5
Bus/transit services	1	2	3	4	5
Storm drainage	1	2	3	4	5
Sewer services	1	2	3	4	5
City parks	1	2	3	4	5
Recreation programs or classes	1	2	3	4	5
Range/variety of recreation programs and classes	1	2	3	4	5
Accessibility of parks	1	2	3	4	5
Accessibility of recreation centers/facilities	1	2	3	4	5
Appearance/maintenance of parks	1	2	3	4	5
Land use, planning and zoning	1	2	3	4	5
Code enforcement (weeds, abandoned buildings, etc)	1	2	3	4	5
Animal control	1	2	3	4	5
Health services	1	2	3	4	5
Services to seniors	1	2	3	4	5
Services to youth	1	2	3	4	5
Public library services	1	2	3	4	5
Variety of library materials	1	2	3	4	5
Public information services	1	2	3	4	5
Municipal courts	1	2	3	4	5
Economic planning	1	2	3	4	5

11. Overall, how would you rate the quality of the services provided by each of the following?

	Excellent	Good	Fair	Poor	Don't know
The City of Sedona	1	2	3	4	5
The Federal Government	1	2	3	4	5
The State Government	1	2	3	4	5

12. Have you had any in-person or phone contact with an employee of the City of Sedona within the last 12 months (including police, receptionists, planners or any others)?

- No → Go to question #14       Yes → Go to question #13

13. What was your impression of employees of the City of Sedona in your most recent contact? (Rate each characteristic below.)

	Excellent	Good	Fair	Poor	Don't know
Knowledge	1	2	3	4	5
Responsiveness	1	2	3	4	5
Courtesy	1	2	3	4	5
Overall impression	1	2	3	4	5

14. Please rate the following statements by circling the number that most clearly represents your opinion:

	Strongly <u>agree</u>	Somewhat <u>agree</u>	Neither agree <u>nor disagree</u>	Somewhat <u>disagree</u>	Strongly <u>disagree</u>	Don't <u>know</u>
I receive good value for the City of Sedona taxes I pay .....	1	2	3	4	5	6
I am pleased with the overall direction that the City of Sedona is taking.....	1	2	3	4	5	6
The City of Sedona government welcomes citizen involvement .....	1	2	3	4	5	6
The City of Sedona government listens to citizens .....	1	2	3	4	5	6

15. What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:

- Very positive
- Somewhat positive
- Neutral
- Somewhat negative
- Very negative

**Our last questions are about you and your household. Again, all of your responses to this survey are completely anonymous and will be reported in group form only.**

**16. Do you live within the City limits of the City of Sedona?**

- No  Yes

**17. Are you currently employed?**

- No → Go to question #18  
 Yes → Go to question #17a

**17a. What one method of transportation do you usually use (for the longest distance of your commute) to travel to work?**

- Motorized vehicle (e.g. car, truck, van, motorcycle etc...)  
 Bus, Rail, Subway, or other public transportation  
 Walk  
 Work at home  
 Other

**17b. If you checked the motorized vehicle (e.g. car, truck, van, motorcycle, etc.) box in 17a, do other people (adults or children) usually ride with you to or from work?**

- No  Yes

**18. How many years have you lived in Sedona?**

- Less than 2 years  11-20 years  
 2-5 years  More than 20 years  
 6-10 years

**19. Which best describes the building you live in?**

- One family house detached from any other houses  
 House attached to one or more houses (e.g., a duplex or townhome)  
 Building with two or more apartments or condominiums  
 Mobile home  
 Other

**20. Is this house, apartment, or mobile home...**

- Rented for cash or occupied without cash payment?  
 Owned by you or someone in this house with a mortgage or free and clear?

**21. Do any children 12 or under live in your household?**

- No  Yes

**22. Do any teenagers aged between 13 and 17 live in your household?**

- No  Yes

**23. Are you or any other members of your household aged 65 or older?**

- No  Yes

**24. Does any member of your household have a physical handicap or is anyone disabled?**

- No  Yes

**25. What is the highest degree or level of school you have completed? (mark one box)**

- 12th Grade or less, no diploma  
 High school diploma  
 Some college, no degree  
 Associate's degree (e.g. AA, AS)  
 Bachelor's degree (e.g. BA, AB, BS)  
 Graduate degree or professional degree

**26. How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)**

- Less than \$24,999  
 \$25,000 to \$49,999  
 \$50,000 to \$99,999  
 \$100,000 or more

**27. Are you Spanish/Hispanic/Latino?**

- No  Yes

**28. What is your race? (Mark one or more races to indicate what race you consider yourself to be)**

- American Indian or Alaskan native  
 Asian or Pacific Islander  
 Black, African American  
 White/Caucasian  
 Other

**29. In which category is your age?**

- 18-24 years  55-64 years  
 25-34 years  65-74 years  
 35-44 years  75 years or older  
 45-54 years

**30. What is your sex?**

- Female  Male

**31. Are you registered to vote in your jurisdiction?**

- No  Yes  Don't know

**32. Did you vote in the last election?**

- No  Yes  Don't know

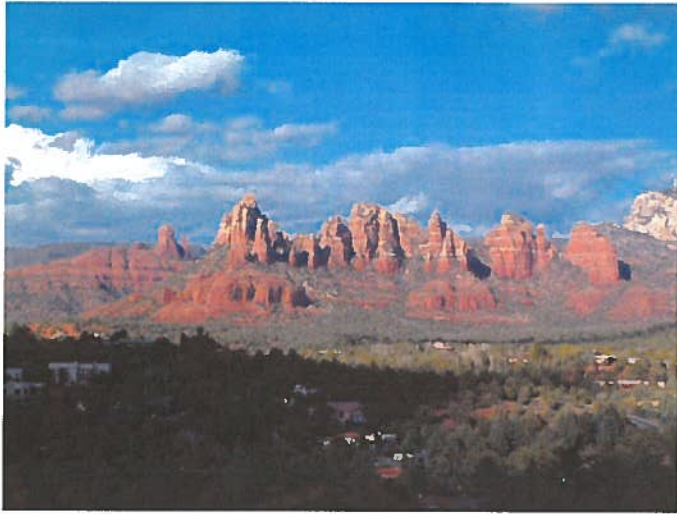
**33. Are you likely to vote in the next election?**

- No  Yes  Don't know

**Thank you for completing this survey. Please return the completed survey in the postage paid envelope to:  
 National Research Center, Inc., 3005 30th St., Boulder, CO 80301**

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# The City of Sedona, Arizona

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## Report of Normative Comparisons 2007



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3005 30<sup>th</sup> St. • Boulder, CO 80301 • T: (303) 444-7863 • F: (303) 444-1145 • [www.n-r-c.com](http://www.n-r-c.com)

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## SURVEY BACKGROUND

### About The National Citizen Survey™

The National Citizen Survey™ (The NCS™) is a collaborative effort between National Research Center, Inc. (NRC) and the International City/County Management Association (ICMA).

The survey and its administration are standardized to assure high quality survey methods and comparable results across The National Citizen Survey™ jurisdictions. Participating households are selected at random and the household member who responds is selected without bias. Multiple mailings give each household more than one chance to participate with self-addressed and postage paid envelopes. Results are statistically weighted to reflect the proper demographic composition of the entire community.

The National Citizen Survey™ customized for this jurisdiction was developed in close cooperation with local jurisdiction staff. The City of Sedona staff selected items from a menu of questions about services and community problems; they defined the jurisdiction boundaries NRC used for sampling; and they provided the appropriate letterhead and signatures for mailings. City of Sedona staff also determined local interest in a variety of add-on options to The National Citizen Survey™ Basic Service.

# UNDERSTANDING THE NORMATIVE COMPARISONS

## Comparison Data

National Research Center, Inc. has collected citizen surveys conducted in over 500 jurisdictions in the United States. Responses to thousands of survey questions dealing with resident perceptions about the quality of community life and services provided by local government were recorded, analyzed and stored in an electronic database.

The jurisdictions in the database represent a wide geographic and population range as shown in the table below.

Jurisdiction Characteristic	Percent of Jurisdictions
<b>Region</b>	
West Coast <sup>1</sup>	16%
West <sup>2</sup>	21%
North Central West <sup>3</sup>	12%
North Central East <sup>4</sup>	12%
South Central <sup>5</sup>	9%
South <sup>6</sup>	25%
Northeast West <sup>7</sup>	3%
Northeast East <sup>8</sup>	2%
<b>Population</b>	
Less than 40,000	38%
40,000 to 74,999	21%
75,000 to 149,000	17%
150,000 or more	24%

<sup>1</sup> Alaska, Washington, Oregon, California, Hawaii

<sup>2</sup> Montana, Idaho, Wyoming, Colorado, Utah, Nevada, Arizona, New Mexico

<sup>3</sup> North Dakota, South Dakota, Nebraska, Kansas, Iowa, Missouri, Minnesota

<sup>4</sup> Illinois, Indiana, Ohio, Michigan, Wisconsin

<sup>5</sup> Oklahoma, Texas, Louisiana, Arkansas

<sup>6</sup> West Virginia, Virginia, Kentucky, Tennessee, Mississippi, Alabama, Georgia, Florida, South Carolina, North Carolina, Maryland, Delaware, Washington DC

<sup>7</sup> New York, Pennsylvania, New Jersey

<sup>8</sup> Connecticut, Rhode Island, Massachusetts, New Hampshire, Vermont, Maine

## Use of the “Excellent, Good, Fair, Poor” Response Scale

The scale on which respondents are asked to record their opinions about service and community quality is “excellent,” “good,” “fair” or “poor” (EGFP). This scale has important advantages over other scale possibilities (very good to very bad; very satisfied to very dissatisfied; strongly agree to strongly disagree, as examples). EGFP is used by the plurality of jurisdictions conducting citizen surveys across the U.S. The advantage of familiarity is one we did not want to dismiss because elected officials, staff and residents already are acquainted with opinion surveys measured this way. EGFP also has the advantage of offering three positive options, rather than only two, over which a resident can offer an opinion. While symmetrical scales often are the right choice in other measurement tasks, we have found that ratings of almost every local government service in almost every jurisdiction tend, on average, to be positive (that is, above the scale midpoint). Therefore, to permit finer distinctions among positively rated services, EGFP offers three options across which to spread those ratings. EGFP is more neutral because it requires no positive statement of service quality to judge (as agree-disagree scales require) and, finally, EGFP intends to measure absolute quality of service delivery or community quality (unlike satisfaction scales which ignore residents’ perceptions of quality in favor of their report on the acceptability of the level of service offered).

## Putting Evaluations onto a 100-Point Scale

Although responses to many of the evaluative questions were made on a 4 point scale with 1 representing the best rating and 4 the worst, many of the results in this summary are reported on a common scale where 0 is the worst possible rating and 100 is the best possible rating. If everyone reported “excellent,” then the result would be 100 on the 100-point scale. Likewise, if all respondents gave a “poor” rating, the result would be 0 on the 100-point scale. If the average rating for quality of life was “good,” then the result would be 67 on a 100-point scale; “fair” would be 33 on the 100-point scale. The 95 percent confidence interval around an average score on the 100-point scale is no greater than plus or minus 3 points based on all respondents.

## Interpreting the Results

Comparisons are provided when similar questions are included in our database, and there are at least five other jurisdictions in which the question was asked. Where comparisons are available, three numbers are provided in the table. The first column is your jurisdiction's rating on the 100-point scale. The second column is the rank assigned to your jurisdiction's rating among jurisdictions where a similar question was asked. The third column is the number of jurisdictions that asked a similar question. Fourth, the rank is expressed as a percentile to indicate its distance from the top score. This rank (5th highest out of 25 jurisdictions' results, for example) translates to a percentile (the 80th percentile in this example). A percentile indicates the percent of jurisdictions with identical or lower ratings. Therefore, a rating at the 80th percentile would mean that your jurisdiction's rating is equal to or better than 80 percent of the ratings from other jurisdictions. Conversely, 20 percent of the jurisdictions where a similar question was asked had higher ratings.

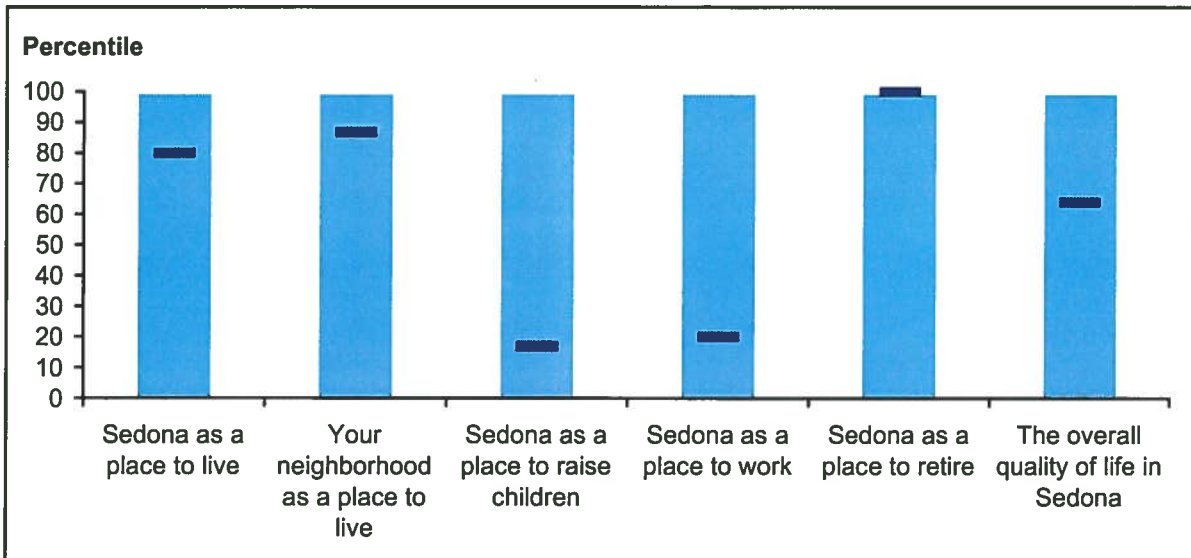
Alongside the rank and percentile appears a comparison: "above the norm," "below the norm" or "similar to the norm." This evaluation of "above," "below" or "similar to" comes from a statistical comparison of your jurisdiction's rating to the norm (the average rating from all the comparison jurisdictions where a similar question was asked). Differences of no more than 3 points on the 100-point scale between your jurisdiction's ratings and the average based on the appropriate comparisons from the database are considered "statistically significant," and thus are marked as "above" or "below" the norm. When differences between your jurisdiction's ratings and the national norms are less than 3 points, they are marked as "similar to" the norm.

The data are represented visually in a chart that accompanies each table. Your jurisdiction's percentile for each compared item is marked with a black line on the chart.

For Sedona, two tables have been produced for each set of questions. In the first, comparisons are made to jurisdictions in the database in with populations less than 40,000, as selected by Sedona staff members. In the second, comparisons are made to all jurisdictions in the database. For each set of questions, a chart precedes the two tables. The chart's number reflects the table with populations less than 40,000, and graphically represents the percentile of each item, compared to the customized set of jurisdictions in the database. This percentile is marked as a black line on the chart.

# COMPARISONS

Figure 1: Quality of Life Ratings (Populations less than 40,000)



Quality of Life Ratings (Populations less than 40,000)

	City of Sedona Rating	Rank	Number of Jurisdictions for Comparison	City of Sedona Percentile	Comparison of Sedona Rating to Norm
How do you rate Sedona as a place to live?	78	19	92	80%ile	Above the norm
How do you rate your neighborhood as a place to live?	78	10	69	87%ile	Above the norm
How do you rate Sedona as a place to raise children?	53	74	89	17%ile	Below the norm
How do you rate Sedona as a place to work?	40	37	46	20%ile	Below the norm
How do you rate Sedona as a place to retire?	73	1	86	100%ile	Above the norm
How do you rate the overall quality of life in Sedona?	71	37	101	64%ile	Above the norm

## The City of Sedona Citizen Survey

### Comparisons

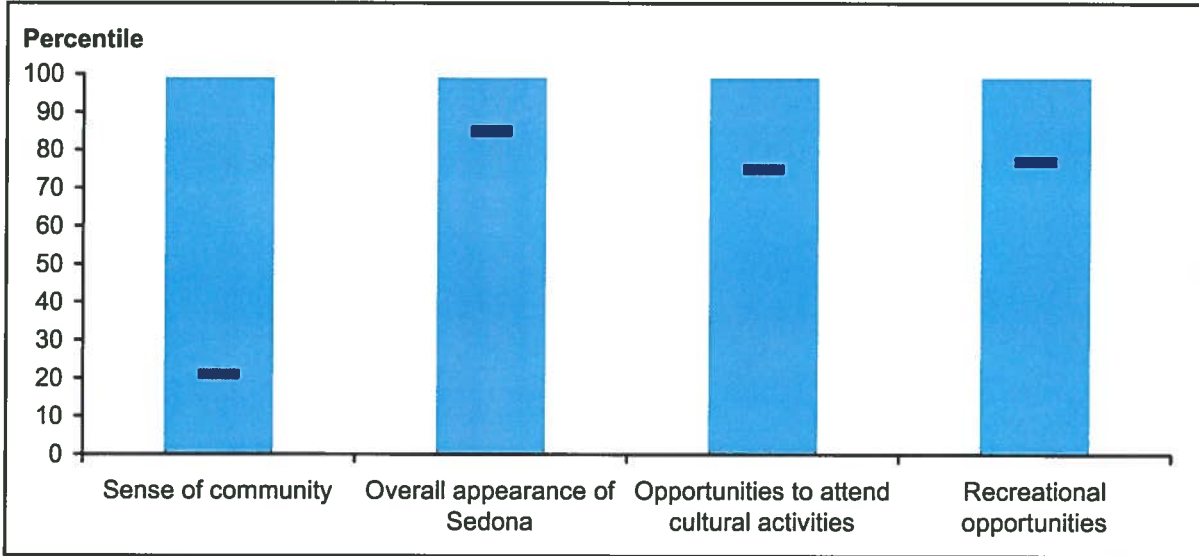
Quality of Life Ratings (All Jurisdictions in the Database)					
	City of Sedona Rating	Rank	Number of Jurisdictions for Comparison	City of Sedona Percentile	Comparison of Sedona Rating to Norm
How do you rate Sedona as a place to live?	78	39	215	82%ile	Above the norm
How do you rate your neighborhood as a place to live?	78	13	144	92%ile	Above the norm
How do you rate Sedona as a place to raise children?	53	148	182	19%ile	Below the norm
How do you rate Sedona as a place to work?	40	90	104	14%ile	Below the norm
How do you rate Sedona as a place to retire?	73	2	167	99%ile	Above the norm
How do you rate the overall quality of life in Sedona?	71	71	216	67%ile	Above the norm



# The City of Sedona Citizen Survey

## Comparisons

**Figure 2: Characteristics of the Community: General and Opportunities (Populations less than 40,000)**



**Characteristics of the Community: General and Opportunities (Populations less than 40,000)**

	City of Sedona Rating	Rank	Number of Jurisdictions for Comparison	City of Sedona Percentile	Comparison of Sedona Rating to Norm
Sense of community	51	58	73	21%ile	Below the norm
Overall appearance of Sedona	70	13	82	85%ile	Above the norm
Opportunities to attend cultural activities	59	15	57	75%ile	Above the norm
Recreational opportunities	63	17	71	77%ile	Above the norm

## The City of Sedona Citizen Survey

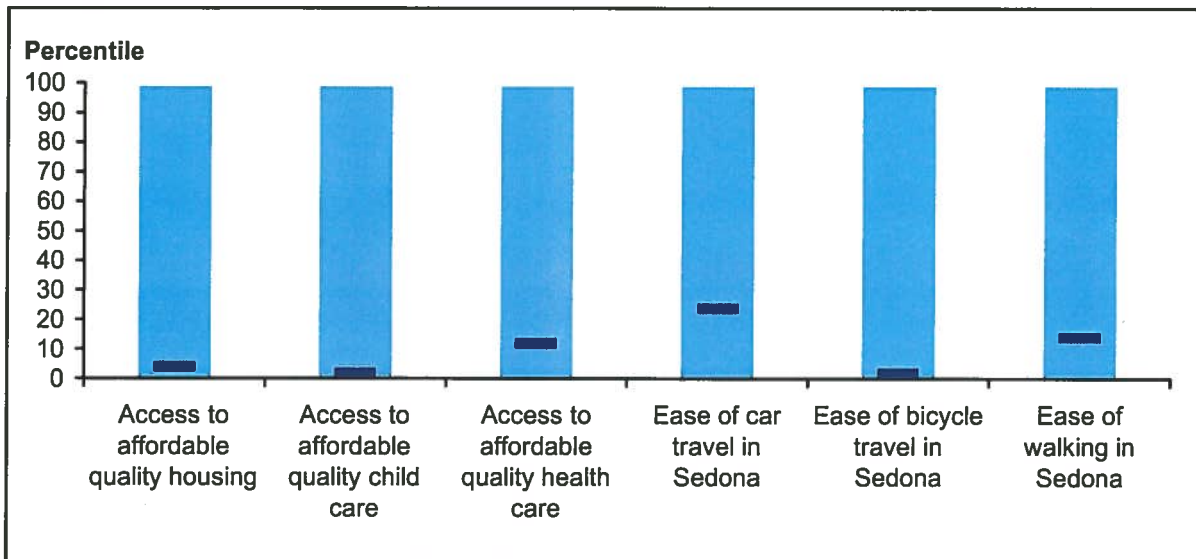
### Comparisons

<b>Characteristics of the Community: General and Opportunities (All Jurisdictions in the Database)</b>					
	<b>City of Sedona Rating</b>	<b>Rank</b>	<b>Number of Jurisdictions for Comparison</b>	<b>City of Sedona Percentile</b>	<b>Comparison of Sedona Rating to Norm</b>
Sense of community	51	100	145	31%ile	Below the norm
Overall appearance of Sedona	70	24	165	86%ile	Above the norm
Opportunities to attend cultural activities	59	40	130	70%ile	Above the norm
Recreational opportunities	63	40	146	73%ile	Above the norm

# The City of Sedona Citizen Survey

## Comparisons

**Figure 3: Characteristics of the Community: Access and Mobility (Populations less than 40,000)**



**Characteristics of the Community: Access and Mobility (Populations less than 40,000)**

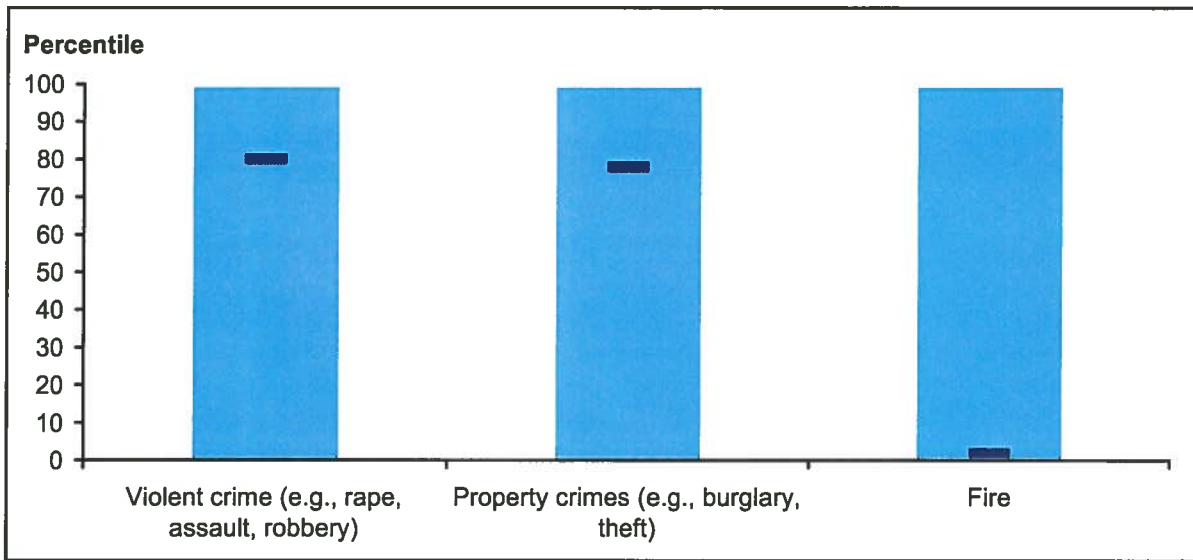
	City of Sedona Rating	Rank	Number of Jurisdictions for Comparison	City of Sedona Percentile	Comparison of Sedona Rating to Norm
Access to affordable quality housing	16	74	77	4%ile	Below the norm
Access to affordable quality child care	22	50	51	2%ile	Below the norm
Access to affordable quality health care	36	39	44	12%ile	Below the norm
Ease of car travel in Sedona	44	45	59	24%ile	Below the norm
Ease of bicycle travel in Sedona	23	62	63	2%ile	Below the norm
Ease of walking in Sedona	46	52	60	14%ile	Below the norm

## The City of Sedona Citizen Survey

Comparisons

<b>Characteristics of the Community: Access and Mobility (All Jurisdictions in the Database)</b>					
	<b>City of Sedona Rating</b>	<b>Rank</b>	<b>Number of Jurisdictions for Comparison</b>	<b>City of Sedona Percentile</b>	<b>Comparison of Sedona Rating to Norm</b>
Access to affordable quality housing	16	176	182	3%ile	Below the norm
Access to affordable quality child care	22	101	103	2%ile	Below the norm
Access to affordable quality health care	36	81	92	12%ile	Below the norm
Ease of car travel in Sedona	44	93	129	28%ile	Below the norm
Ease of bicycle travel in Sedona	23	124	125	1%ile	Below the norm
Ease of walking in Sedona	46	95	124	24%ile	Below the norm

**Figure 4: Ratings of Safety from Various Problems (Populations less than 40,000)**



**Ratings of Safety From Various Problems (Populations less than 40,000)**

	City of Sedona Rating	Rank	Number of Jurisdictions for Comparison	City of Sedona Percentile	Comparison of Sedona Rating to Norm
Violent crime (e.g., rape, assault, robbery)	84	14	66	80%ile	Above the norm
Property crimes (e.g., burglary, theft)	73	15	64	78%ile	Above the norm
Fire	63	65	66	2%ile	Below the norm

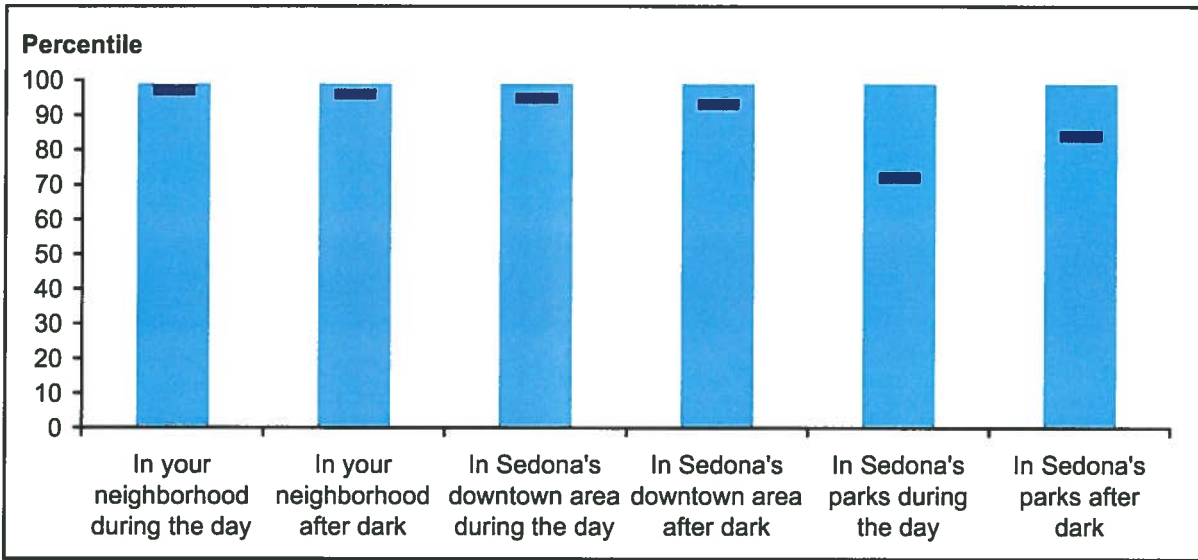
**Ratings of Safety From Various Problems (All Jurisdictions in the Database)**

	City of Sedona Rating	Rank	Number of Jurisdictions for Comparison	City of Sedona Percentile	Comparison of Sedona Rating to Norm
Violent crime (e.g., rape, assault, robbery)	84	16	137	89%ile	Above the norm
Property crimes (e.g., burglary, theft)	73	17	135	88%ile	Above the norm
Fire	63	129	135	4%ile	Below the norm

The City of Sedona Citizen Survey

Comparisons

Figure 5: Ratings of Safety in Various Areas (Populations less than 40,000)



Ratings of Safety in Various Areas (Populations less than 40,000)

	City of Sedona Rating	Rank	Number of Jurisdictions for Comparison	City of Sedona Percentile	Comparison of Sedona Rating to Norm
In your neighborhood during the day	94	3	68	97%ile	Above the norm
In your neighborhood after dark	84	4	74	96%ile	Above the norm
In Sedona's downtown area during the day	93	4	64	95%ile	Above the norm
In Sedona's downtown area after dark	80	6	72	93%ile	Above the norm
In Sedona's parks during the day	91	18	62	72%ile	Above the norm
In Sedona's parks after dark	66	11	65	84%ile	Above the norm

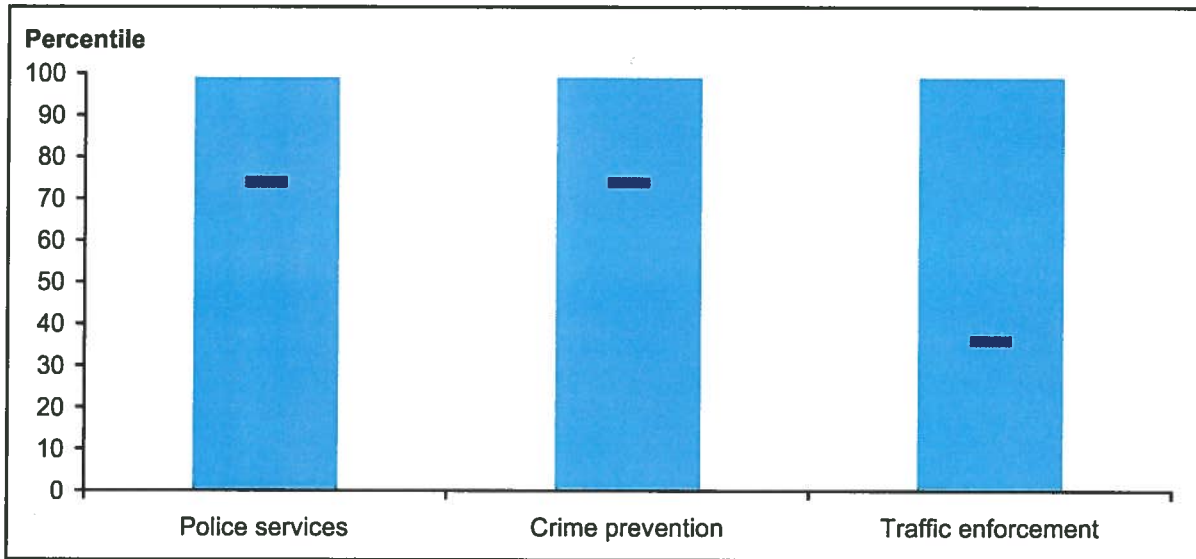
## The City of Sedona Citizen Survey

Comparisons

### Ratings of Safety in Various Areas (All Jurisdictions in the Database)

	City of Sedona Rating	Rank	Number of Jurisdictions for Comparison	City of Sedona Percentile	Comparison of Sedona Rating to Norm
In your neighborhood during the day	94	4	162	98%ile	Above the norm
In your neighborhood after dark	84	5	175	98%ile	Above the norm
In Sedona's downtown area during the day	93	6	136	96%ile	Above the norm
In Sedona's downtown area after dark	80	6	154	97%ile	Above the norm
In Sedona's parks during the day	91	19	136	87%ile	Above the norm
In Sedona's parks after dark	66	15	136	90%ile	Above the norm

**Figure 6: Quality of Public Safety Services (Populations less than 40,000)**



**Quality of Public Safety Services (Populations less than 40,000)**

	City of Sedona Rating	Rank	Number of Jurisdictions for Comparison	City of Sedona Percentile	Comparison of Sedona Rating to Norm
Police services	71	29	110	74%ile	Above the norm
Crime prevention	67	17	63	74%ile	Above the norm
Traffic enforcement	57	53	82	36%ile	Similar to the norm

**Quality of Public Safety Services (All Jurisdictions in the Database)**

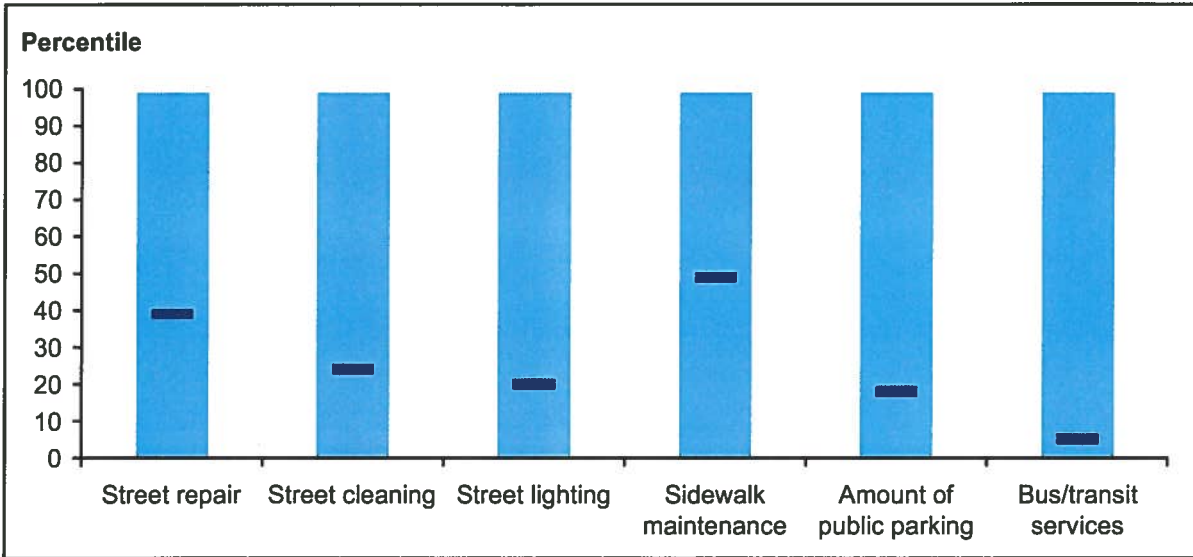
	City of Sedona Rating	Rank	Number of Jurisdictions for Comparison	City of Sedona Percentile	Comparison of Sedona Rating to Norm
Police services	71	47	244	81%ile	Above the norm
Crime prevention	67	23	146	85%ile	Above the norm
Traffic enforcement	57	82	181	55%ile	Similar to the norm



The City of Sedona Citizen Survey

Comparisons

Figure 7: Quality of Transportation Services (Populations less than 40,000)



Quality of Transportation Services (Populations less than 40,000)

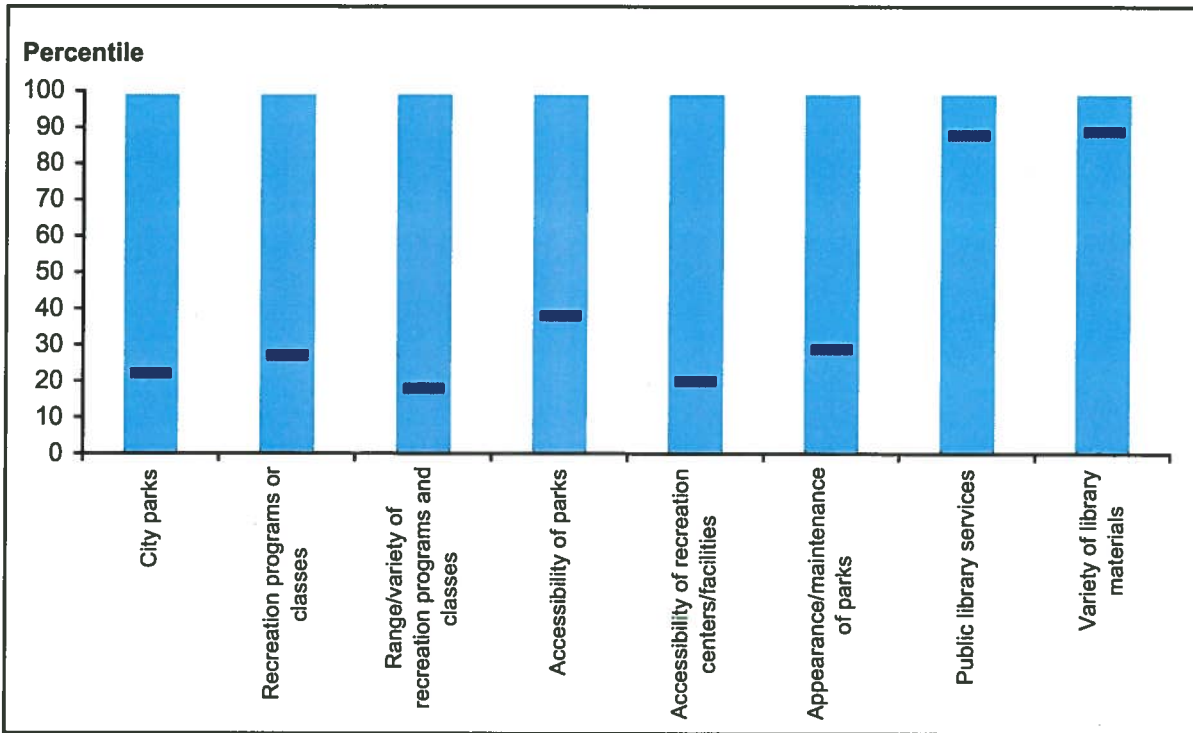
	City of Sedona Rating	Rank	Number of Jurisdictions for Comparison	City of Sedona Percentile	Comparison of Sedona Rating to Norm
Street repair	44	61	99	39%ile	Similar to the norm
Street cleaning	48	60	79	24%ile	Below the norm
Street lighting	45	62	77	20%ile	Below the norm
Sidewalk maintenance	50	37	72	49%ile	Similar to the norm
Amount of public parking	36	37	45	18%ile	Below the norm
Bus/transit services	33	43	45	5%ile	Below the norm

## The City of Sedona Citizen Survey

Comparisons

<b>Quality of Transportation Services (All Jurisdictions in the Database)</b>					
	<b>City of Sedona Rating</b>	<b>Rank</b>	<b>Number of Jurisdictions for Comparison</b>	<b>City of Sedona Percentile</b>	<b>Comparison of Sedona Rating to Norm</b>
Street repair	44	116	216	47%ile	Similar to the norm
Street cleaning	48	111	156	29%ile	Below the norm
Street lighting	45	132	167	21%ile	Below the norm
Sidewalk maintenance	50	66	149	56%ile	Similar to the norm
Amount of public parking	36	70	88	21%ile	Below the norm
Bus/transit services	33	98	103	5%ile	Below the norm

Figure 8: Quality of Leisure Services (Populations less than 40,000)



Quality of Leisure Services (Populations less than 40,000)

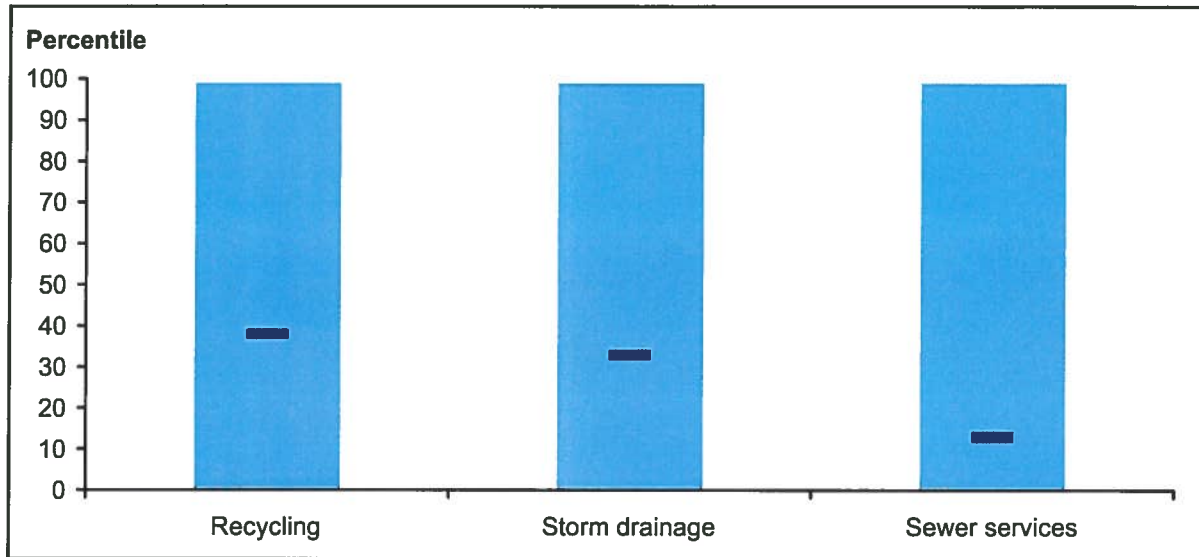
	City of Sedona Rating	Rank	Number of Jurisdictions for Comparison	City of Sedona Percentile	Comparison of Sedona Rating to Norm
City parks	61	54	69	22%ile	Below the norm
Recreation programs or classes	56	58	79	27%ile	Below the norm
Range/variety of recreation programs and classes	51	43	52	18%ile	Below the norm
Accessibility of parks	65	35	56	38%ile	Similar to the norm
Accessibility of recreation centers/facilities	59	33	41	20%ile	Below the norm
Appearance/maintenance of parks	62	54	76	29%ile	Below the norm
Public library services	81	10	79	88%ile	Above the norm
Variety of library materials	72	5	37	89%ile	Above the norm

## The City of Sedona Citizen Survey

Comparisons

<b>Quality of Leisure Services (All Jurisdictions in the Database)</b>					
	<b>City of Sedona Rating</b>	<b>Rank</b>	<b>Number of Jurisdictions for Comparison</b>	<b>City of Sedona Percentile</b>	<b>Comparison of Sedona Rating to Norm</b>
City parks	61	106	152	30%ile	Below the norm
Recreation programs or classes	56	121	166	27%ile	Below the norm
Range/variety of recreation programs and classes	51	89	109	19%ile	Below the norm
Accessibility of parks	65	67	123	46%ile	Similar to the norm
Accessibility of recreation centers/facilities	59	57	88	36%ile	Below the norm
Appearance/maintenance of parks	62	111	162	32%ile	Similar to the norm
Public library services	81	13	177	93%ile	Above the norm
Variety of library materials	72	12	85	87%ile	Above the norm

Figure 9: Quality of Utility Services (Populations less than 40,000)



Quality of Utility Services (Populations less than 40,000)

	City of Sedona Rating	Rank	Number of Jurisdictions for Comparison	City of Sedona Percentile	Comparison of Sedona Rating to Norm
Recycling	63	43	69	38%ile	Similar to the norm
Storm drainage	46	53	79	33%ile	Below the norm
Sewer services	53	63	72	13%ile	Below the norm

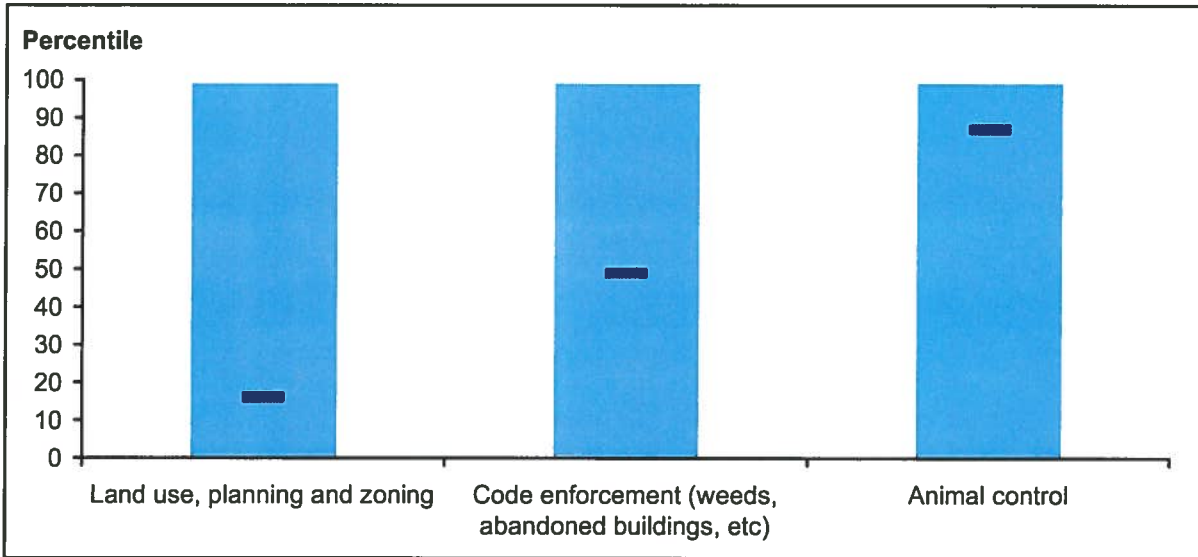
Quality of Utility Services (All Jurisdictions in the Database)

	City of Sedona Rating	Rank	Number of Jurisdictions for Comparison	City of Sedona Percentile	Comparison of Sedona Rating to Norm
Recycling	63	96	155	38%ile	Similar to the norm
Storm drainage	46	112	171	35%ile	Below the norm
Sewer services	53	111	134	17%ile	Below the norm

The City of Sedona Citizen Survey

Comparisons

Figure 10: Quality of Planning and Code Enforcement Services (Populations less than 40,000)



Quality of Planning and Code Enforcement Services (Populations less than 40,000)

	City of Sedona Rating	Rank	Number of Jurisdictions for Comparison	City of Sedona Percentile	Comparison of Sedona Rating to Norm
Land use, planning and zoning	31	54	64	16%ile	Below the norm
Code enforcement (weeds, abandoned buildings, etc)	46	44	86	49%ile	Similar to the norm
Animal control	62	10	71	87%ile	Above the norm

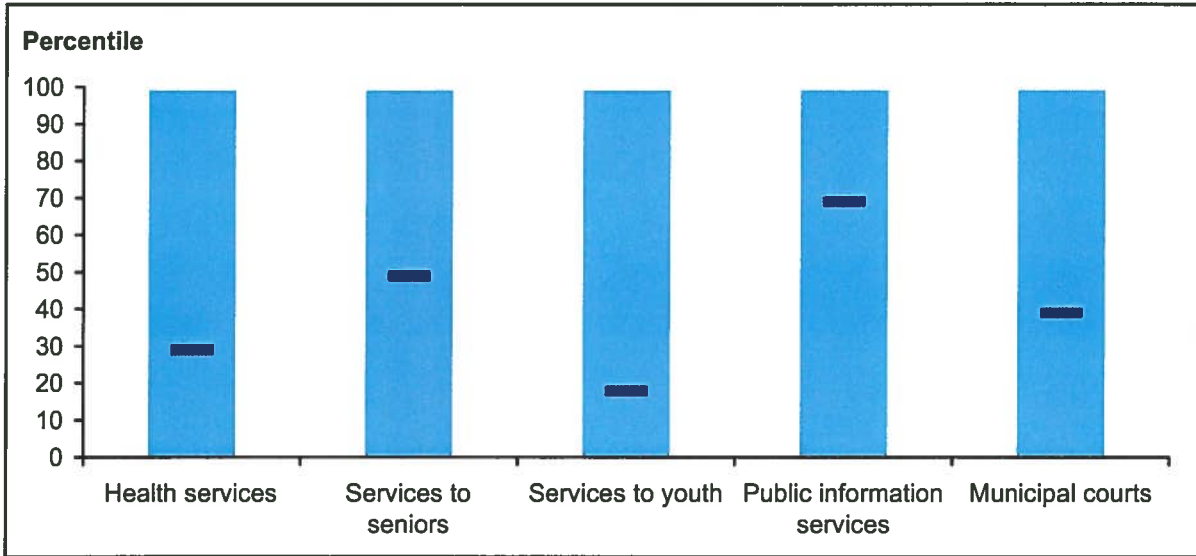
Quality of Planning and Code Enforcement Services (All Jurisdictions in the Database)

	City of Sedona Rating	Rank	Number of Jurisdictions for Comparison	City of Sedona Percentile	Comparison of Sedona Rating to Norm
Land use, planning and zoning	31	117	140	17%ile	Below the norm
Code enforcement (weeds, abandoned buildings, etc)	46	86	179	52%ile	Similar to the norm
Animal control	62	20	150	87%ile	Above the norm

# The City of Sedona Citizen Survey

Comparisons

**Figure 11: Quality of Services to Special Populations and Other Services (Populations less than 40,000)**



**Quality of Services to Special Populations and Other Services (Populations less than 40,000)**

	City of Sedona Rating	Rank	Number of Jurisdictions for Comparison	City of Sedona Percentile	Comparison of Sedona Rating to Norm
Health services	48	25	35	29%ile	Below the norm
Services to seniors	59	33	64	49%ile	Similar to the norm
Services to youth	42	51	62	18%ile	Below the norm
Public information services	59	22	68	69%ile	Above the norm
Municipal courts	53	23	37	39%ile	Similar to the norm

## The City of Sedona Citizen Survey

### Comparisons

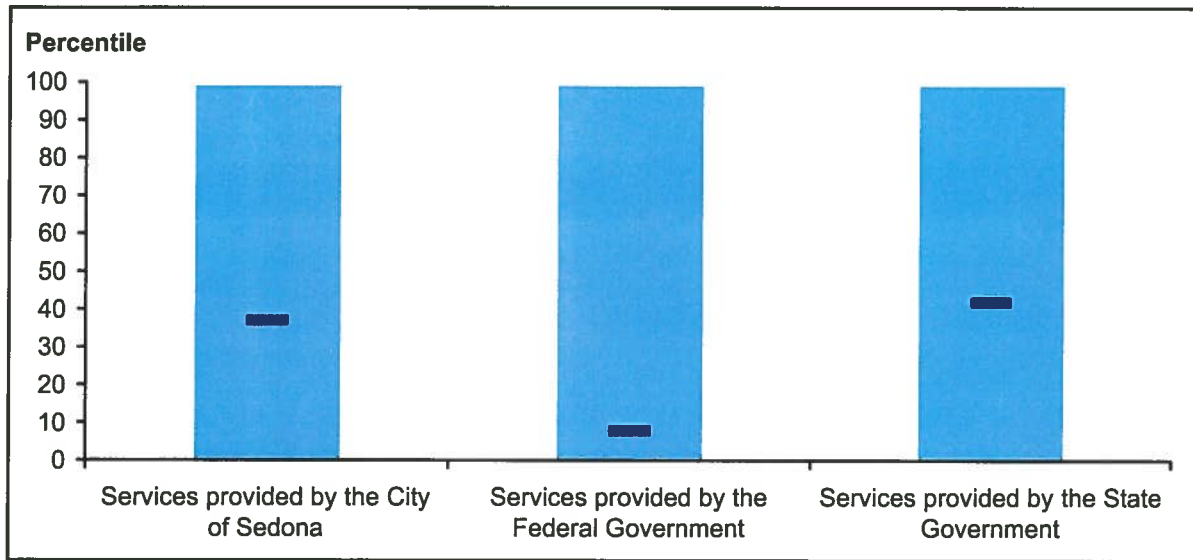
<b>Quality of Services to Special Populations and Other Services (All Jurisdictions in the Database)</b>					
	<b>City of Sedona Rating</b>	<b>Rank</b>	<b>Number of Jurisdictions for Comparison</b>	<b>City of Sedona Percentile</b>	<b>Comparison of Sedona Rating to Norm</b>
Health services	48	55	79	31%ile	Below the norm
Services to seniors	59	58	137	58%ile	Similar to the norm
Services to youth	42	96	124	23%ile	Below the norm
Public information services	59	45	152	71%ile	Above the norm
Municipal courts	53	40	71	44%ile	Similar to the norm



# The City of Sedona Citizen Survey

## Comparisons

**Figure 12: Overall Quality of Services (Populations less than 40,000)**



### Overall Quality of Services (Populations less than 40,000)

	City of Sedona Rating	Rank	Number of Jurisdictions for Comparison	City of Sedona Percentile	Comparison of Sedona Rating to Norm
Services provided by the City of Sedona	58	53	84	37%ile	Similar to the norm
Services provided by the Federal Government	37	56	61	8%ile	Below the norm
Services provided by the State Government	44	36	61	42%ile	Similar to the norm

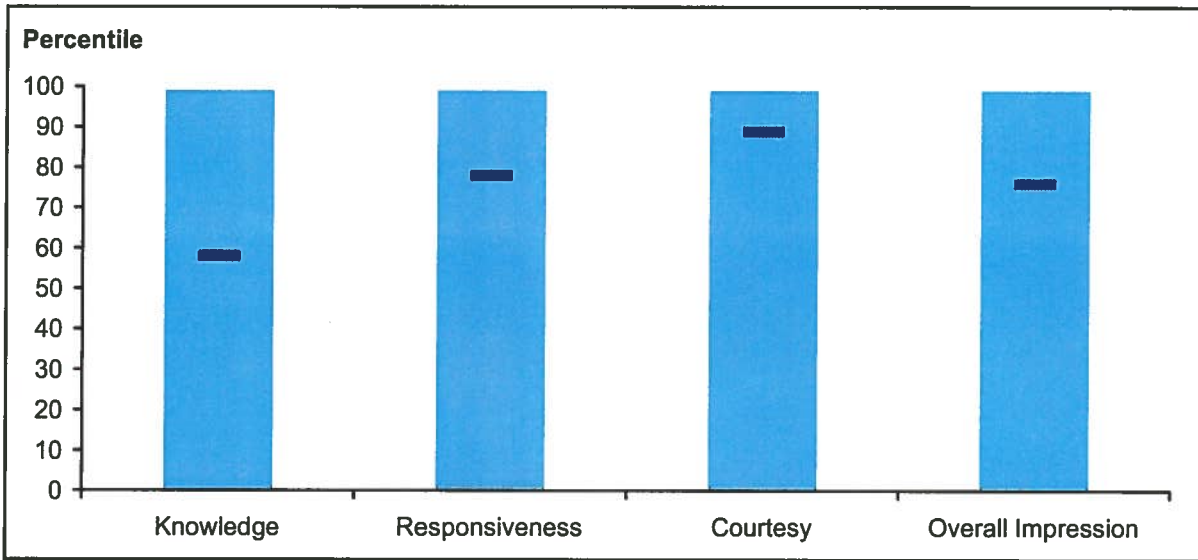
### Overall Quality of Services (All Jurisdictions in the Database)

	City of Sedona Rating	Rank	Number of Jurisdictions for Comparison	City of Sedona Percentile	Comparison of Sedona Rating to Norm
Services provided by the City of Sedona	58	116	196	41%ile	Similar to the norm
Services provided by the Federal Government	37	107	124	14%ile	Below the norm
Services provided by the State Government	44	73	126	42%ile	Similar to the norm

The City of Sedona Citizen Survey

Comparisons

Figure 13: Ratings of Contact with City Employees (Populations less than 40,000)



Ratings of Contact with the City Employees (Populations less than 40,000)

	City of Sedona Rating	Rank	Number of Jurisdictions for Comparison	City of Sedona Percentile	Comparison of Sedona Rating to Norm
Knowledge	70	34	79	58%ile	Similar to the norm
Responsiveness	72	17	75	78%ile	Above the norm
Courtesy	77	8	64	89%ile	Above the norm
Overall Impression	71	21	86	76%ile	Above the norm

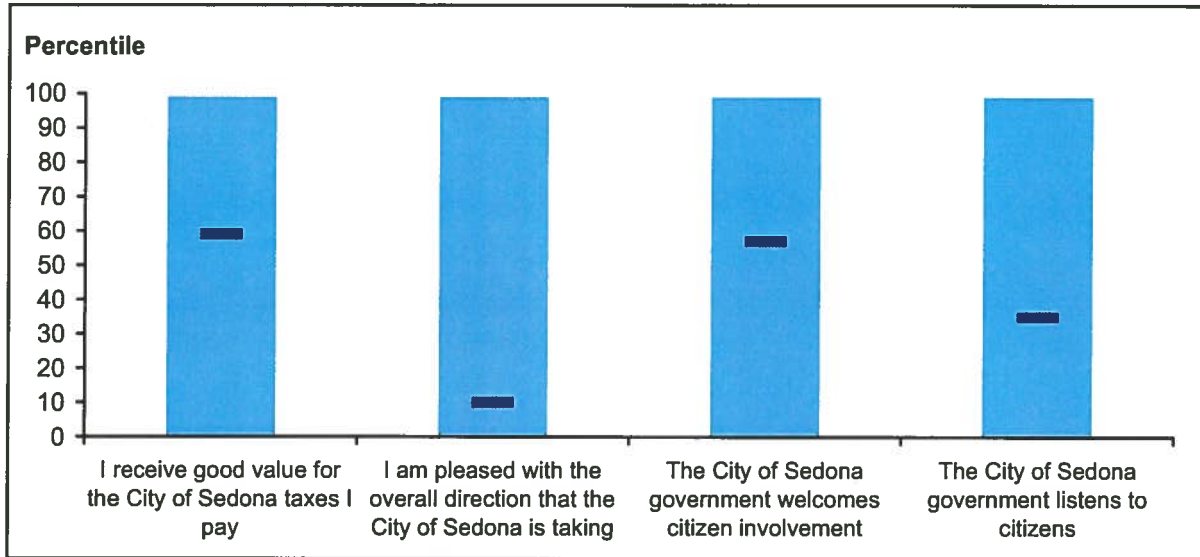
Ratings of Contact with the City Employees (All Jurisdictions in the Database)

	City of Sedona Rating	Rank	Number of Jurisdictions for Comparison	City of Sedona Percentile	Comparison of Sedona Rating to Norm
Knowledge	70	59	171	66%ile	Above the norm
Responsiveness	72	29	168	83%ile	Above the norm
Courtesy	77	10	135	93%ile	Above the norm
Overall Impression	71	34	191	83%ile	Above the norm

# The City of Sedona Citizen Survey

## Comparisons

**Figure 14: Ratings of Public Trust (Populations less than 40,000)**



**Ratings of Public Trust (Populations less than 40,000)**

	City of Sedona Rating	Rank	Number of Jurisdictions for Comparison	City of Sedona Percentile	Comparison of Sedona Rating to Norm
I receive good value for the City of Sedona taxes I pay	60	34	82	59%ile	Similar to the norm
I am pleased with the overall direction that the City of Sedona is taking	47	65	72	10%ile	Below the norm
The City of Sedona government welcomes citizen involvement	64	34	78	57%ile	Similar to the norm
The City of Sedona government listens to citizens	52	43	66	35%ile	Similar to the norm

## The City of Sedona Citizen Survey

### Comparisons

<b>Ratings of Public Trust (All Jurisdictions in the Database)</b>					
	<b>City of Sedona Rating</b>	<b>Rank</b>	<b>Number of Jurisdictions for Comparison</b>	<b>City of Sedona Percentile</b>	<b>Comparison of Sedona Rating to Norm</b>
I receive good value for the City of Sedona taxes I pay	60	73	179	60%ile	Similar to the norm
I am pleased with the overall direction that the City of Sedona is taking	47	136	151	10%ile	Below the norm
The City of Sedona government welcomes citizen involvement	64	65	163	60%ile	Similar to the norm
The City of Sedona government listens to citizens	52	82	141	42%ile	Similar to the norm

## APPENDIX A: LIST OF JURISDICTIONS INCLUDED IN NORMATIVE COMPARISONS (POPULATIONS UNDER 40,000)

Jurisdiction Name	State	2000 Population
Homer	AK	3,946
Phenix City	AL	28,265
Alabaster	AL	22,169
Siloam Springs	AR	10,000
Hot Springs	AR	35,613
Safford	AZ	9,232
Ridgecrest	CA	24,927
El Cerrito	CA	23,171
Claremont	CA	33,998
Benicia	CA	26,865
Capitola	CA	10,033
Morgan Hill	CA	33,556
Laguna Beach	CA	23,727
Del Mar	CA	4,389
Agoura Hills	CA	20,537
Golden	CO	17,159
Louisville	CO	18,937
Castle Rock	CO	20,224
Wheat Ridge	CO	32,913
Fruita	CO	6,478
Englewood	CO	31,727
Lone Tree	CO	4,873
Archuleta County	CO	9,898
Northglenn	CO	31,575
Durango	CO	13,922
Parker	CO	23,558
Greenwood Village	CO	11,035

## The City of Sedona Citizen Survey

### Comparisons

Jurisdiction Name	State	2000 Population
Broomfield	CO	38,272
Wethersfield	CT	26,271
Windsor	CT	28,237
Dover	DE	32,135
Ocoee	FL	24,391
Bonita Springs	FL	32,797
Oldsmar	FL	11,910
Dania Beach	FL	20,061
Palm Coast	FL	32,732
South Daytona	FL	13,177
Seminole	FL	10,890
North Port	FL	22,797
Palm Beach Gardens	FL	35,058
Milledgeville	GA	18,757
Decatur	GA	18,147
Cartersville	GA	15,925
Marion	IA	7,144
Adams County	IA	4,482
Clarke County	IA	9,133
Iowa County	IA	15,671
Newton	IA	15,579
Indianola	IA	12,998
Ankeny	IA	27,117
Cedar Falls	IA	36,145
Urbandale	IA	29,072
Bettendorf	IA	31,275
Waukee	IA	5,126
Sheldahl	IA	336
Moscow	ID	21,291
Homewood	IL	19,543
O'Fallon	IL	21,910
DeKalb	IL	39,018
Highland Park	IL	31,365
Batavia	IL	23,866
Woodridge	IL	30,934

## The City of Sedona Citizen Survey

### Comparisons

Jurisdiction Name	State	2000 Population
Gurnee	IL	28,834
Munster	IN	21,511
Fishers	IN	37,835
Prince Albert	INT	34,291
Merriam	KS	11,008
Arkansas City	KS	11,963
Ashland	KY	21,981
Andover	MA	31,247
Shrewsbury	MA	31,640
Saco	ME	16,822
Delhi Township	MI	22,569
Meridian Charter Township	MI	38,987
Village of Howard City	MI	1,585
Sault Sainte Marie	MI	16,542
Grand Forks	MN	231
Maplewood	MN	34,947
Polk County	MN	31,369
Fridley	MN	27,449
Hutchinson	MN	13,080
Blue Earth	MN	3,621
Chanhassen	MN	20,321
Prior Lake	MN	15,917
Mankato	MN	32,427
North Branch	MN	8,023
Ellisville	MO	9,104
Platte City	MO	3,866
Maryville	MO	10,581
Grandview	MO	24,881
Maryland Heights	MO	25,756
Starkville	MS	21,869
Bozeman	MT	27,509
Hudson	NC	3,078
Knightdale	NC	5,958
Kearney	NE	27,431
Cedar Creek	NE	396

## The City of Sedona Citizen Survey

### Comparisons

Jurisdiction Name	State	2000 Population
Dover	NH	26,884
Willingboro Township	NJ	33,008
Taos	NM	4,700
Los Alamos County	NM	18,343
Alamogordo	NM	35,582
Bloomfield	NM	6,417
Rye	NY	14,955
Beekman	NY	11,452
Canandaigua	NY	11,264
Hudson	OH	22,439
Sandusky	OH	27,844
Dublin	OH	31,392
Lebanon	OH	16,962
Stillwater	OK	39,065
Lake Oswego	OR	35,278
Ashland	OR	19,522
State College	PA	38,420
Ephrata Borough	PA	13,213
Borough of Ebensburg	PA	3,091
Upper Merion Township	PA	28,863
Newport	RI	26,475
Myrtle Beach	SC	22,759
Mauldin	SC	15,224
Aberdeen	SD	24,658
Cookeville	TN	23,923
Oak Ridge	TN	27,387
The Colony	TX	26,531
Benbrook	TX	20,208
Duncanville	TX	36,081
Bryan	TX	34,733
San Marcos	TX	34,733
Washington City	UT	8,186
Farmington	UT	12,081
Riverdale	UT	7,656
Williamsburg	VA	11,998



## The City of Sedona Citizen Survey

### Comparisons

Jurisdiction Name	State	2000 Population
Northampton County	VA	13,093
Hopewell	VA	22,354
Blacksburg	VA	39,357
Botetourt County	VA	30,496
Staunton	VA	23,853
Marysville	WA	12,268
Ocean Shores	WA	3,836
Pasco	WA	32,066
Lynnwood	WA	33,847
Richland	WA	38,708
Milton	WI	5,132
Superior	WI	27,368
Village of Brown Deer	WI	12,170
Whitewater	WI	13,437
Suamico	WI	8,686
Ashland County	WI	16,866
Morgantown	WV	26,809
Teton County	WY	18,251
Gillette	WY	19,646

## APPENDIX B: LIST OF JURISDICTIONS INCLUDED IN NORMATIVE COMPARISONS (ALL JURISDICTIONS IN THE DATABASE)

Jurisdiction Name	State	2000 Population
Homer	AK	3,946
Alabaster	AL	22,169
Auburn	AL	42,987
Phenix City	AL	28,265
Fayetteville	AR	58,047
Fort Smith	AR	80,268
Hot Springs	AR	35,613
Siloam Springs	AR	10,000
Chandler	AZ	176,581
Flagstaff	AZ	52,894
Safford	AZ	9,232
Scottsdale	AZ	202,705
Tucson	AZ	486,699
Agoura Hills	CA	20,537
Bellflower	CA	72,878
Benicia	CA	26,865
Capitola	CA	10,033
Carlsbad	CA	78,247
Chula Vista	CA	173,556
Claremont	CA	33,998
Concord	CA	121,780
Cupertino	CA	50,546
Del Mar	CA	4,389
El Cerrito	CA	23,171
La Mesa	CA	54,749
Laguna Beach	CA	23,727
Livermore	CA	73,345

## The City of Sedona Citizen Survey

### Jurisdictions in Comparisons

Jurisdiction Name	State	2000 Population
Long Beach	CA	461,522
Lynwood	CA	69,845
Mission Viejo	CA	93,102
Morgan Hill	CA	33,556
Oceanside	CA	161,029
Oxnard	CA	170,358
Palm Springs	CA	42,807
Palo Alto	CA	58,598
Poway	CA	48,044
Rancho Cordova	CA	55,060
Redding	CA	80,865
Richmond	CA	99,216
Ridgecrest	CA	24,927
Riverside	CA	255,166
San Bernardino County	CA	1,709,434
San Francisco	CA	776,733
San Jose	CA	894,943
San Ramon	CA	44,722
Santa Barbara County	CA	399,347
Santa Monica	CA	84,084
Sunnyvale	CA	131,760
Walnut Creek	CA	64,296
Archuleta County	CO	9,898
Arvada	CO	102,153
Boulder	CO	94,673
Boulder County	CO	291,288
Broomfield	CO	38,272
Castle Rock	CO	20,224
Denver (City and County)	CO	554,636
Douglas County	CO	175,766
Durango	CO	13,922
Englewood	CO	31,727
Fort Collins	CO	118,652
Fruita	CO	6,478
Golden	CO	17,159

## The City of Sedona Citizen Survey

### Jurisdictions in Comparisons

Jurisdiction Name	State	2000 Population
Greenwood Village	CO	11,035
Highlands Ranch	CO	70,931
Jefferson County	CO	527,056
Lakewood	CO	144,126
Larimer County	CO	251,494
Lone Tree	CO	4,873
Longmont	CO	71,093
Louisville	CO	18,937
Loveland	CO	50,608
Mesa County	CO	116,255
Northglenn	CO	31,575
Parker	CO	23,558
Thornton	CO	82,384
Westminster	CO	100,940
Wheat Ridge	CO	32,913
West Hartford	CT	63,589
Wethersfield	CT	26,271
Windsor	CT	28,237
Dover	DE	32,135
Bonita Springs	FL	32,797
Bradenton	FL	49,504
Brevard County	FL	476,230
Broward County	FL	1,623,018
Cape Coral	FL	102,286
Clearwater	FL	108,787
Coral Springs	FL	117,549
Dania Beach	FL	20,061
Daytona Beach	FL	64,112
Delray Beach	FL	60,020
Duval County	FL	778,879
Kissimmee	FL	47,814
Melbourne	FL	71,382
Miami Beach	FL	87,933
Miami-Dade County	FL	2,253,362
North Port	FL	22,797

## The City of Sedona Citizen Survey

### Jurisdictions in Comparisons

Jurisdiction Name	State	2000 Population
Ocoee	FL	24,391
Oldsmar	FL	11,910
Oviedo	FL	26,316
Palm Bay	FL	79,413
Palm Beach County	FL	1,131,184
Palm Beach Gardens	FL	35,058
Palm Coast	FL	32,732
Pinellas County	FL	921,482
Port Orange	FL	45,823
Sarasota	FL	52,715
Seminole	FL	10,890
South Daytona	FL	13,177
Tallahassee	FL	150,624
Titusville	FL	40,670
Volusia County	FL	443,343
Walton County	FL	40,601
Cartersville	GA	15,925
Columbus	GA	185,781
Decatur	GA	18,147
Macon	GA	97,255
Milledgeville	GA	18,757
Honolulu	HI	876,156
Maui	HI	128,094
Adams County	IA	4,482
Ames	IA	50,731
Ankeny	IA	27,117
Bettendorf	IA	31,275
Cedar Falls	IA	36,145
Clarke County	IA	9,133
Davenport	IA	98,359
Des Moines	IA	198,682
Indianola	IA	12,998
Iowa County	IA	15,671
Marion	IA	7,144
Newton	IA	15,579

## The City of Sedona Citizen Survey

Jurisdictions in Comparisons

Jurisdiction Name	State	2000 Population
Polk County	IA	374,601
Sheldahl	IA	336
Urbandale	IA	29,072
Waukee	IA	5,126
West Des Moines	IA	46,403
Moscow	ID	21,291
Batavia	IL	23,866
DeKalb	IL	39,018
Elmhurst	IL	42,762
Evanston	IL	74,239
Gurnee	IL	28,834
Highland Park	IL	31,365
Homewood	IL	19,543
Naperville	IL	128,358
O'Fallon	IL	21,910
Skokie	IL	63,348
Village of Oak Park	IL	52,524
Woodridge	IL	30,934
Fishers	IN	37,835
Fort Wayne	IN	205,727
Gary	IN	102,746
Munster	IN	21,511
Calgary	INT	878,866
District of Saanich, Victoria	INT	103,654
North Vancouver	INT	44,303
Prince Albert	INT	34,291
Thunder Bay	INT	109,016
Winnipeg	INT	619,544
Arkansas City	KS	11,963
Lenexa	KS	40,238
Merriam	KS	11,008
Olathe	KS	92,962
Overland Park	KS	149,080
Salina	KS	45,679
Wichita	KS	344,284

Report of Normative Comparisons

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## The City of Sedona Citizen Survey

### Jurisdictions in Comparisons

Jurisdiction Name	State	2000 Population
Ashland	KY	21,981
Bowling Green	KY	49,296
Daviess County	KY	91,545
Lexington	KY	260,512
Jefferson Parish	LA	455,466
Orleans Parish	LA	484,674
Andover	MA	31,247
Barnstable	MA	47,821
Cambridge	MA	101,355
Shrewsbury	MA	31,640
Worcester	MA	172,648
College Park	MD	242,657
Rockville	MD	47,388
Saco	ME	16,822
Ann Arbor	MI	114,024
Battle Creek	MI	53,364
Delhi Township	MI	22,569
Detroit	MI	951,270
Meridian Charter Township	MI	38,987
Novi	MI	47,386
Ottawa County	MI	238,314
Sault Sainte Marie	MI	16,542
Troy	MI	80,959
Village of Howard City	MI	1,585
Blue Earth	MN	3,621
Carver County	MN	70,205
Chanhassen	MN	20,321
Dakota County	MN	355,904
Duluth	MN	86,918
Fridley	MN	27,449
Grand Forks	MN	231
Hutchinson	MN	13,080
Mankato	MN	32,427
Maplewood	MN	34,947
Minneapolis	MN	382,618

## The City of Sedona Citizen Survey

Jurisdictions in Comparisons

Jurisdiction Name	State	2000 Population
North Branch	MN	8,023
Polk County	MN	31,369
Prior Lake	MN	15,917
Scott County	MN	89,498
St. Cloud	MN	59,107
St. Louis County	MN	200,528
St. Paul	MN	287,151
Washington County	MN	201,130
Blue Springs	MO	48,080
Columbia	MO	84,531
Ellisville	MO	9,104
Grandview	MO	24,881
Independence	MO	113,288
Joplin	MO	45,504
Kansas City	MO	441,545
Lee's Summit	MO	70,700
Maryland Heights	MO	25,756
Maryville	MO	10,581
O'Fallon	MO	46,169
Platte City	MO	3,866
Springfield	MO	151,580
Biloxi	MS	50,644
Starkville	MS	21,869
Bozeman	MT	27,509
Cary	NC	94,536
Charlotte	NC	540,828
Concord	NC	55,977
Durham	NC	187,038
Hudson	NC	3,078
Knightdale	NC	5,958
Wilmington	NC	90,400
Grand Forks	ND	49,321
Cedar Creek	NE	396
Kearney	NE	27,431
Dover	NH	26,884



## The City of Sedona Citizen Survey

Jurisdictions in Comparisons

Jurisdiction Name	State	2000 Population
Willingboro Township	NJ	33,008
Alamogordo	NM	35,582
Albuquerque	NM	448,607
Bloomfield	NM	6,417
Los Alamos County	NM	18,343
Taos	NM	4,700
Carson City	NV	52,457
Henderson	NV	175,381
North Las Vegas	NV	115,488
Reno	NV	180,480
Sparks	NV	66,346
Washoe County	NV	339,486
Beekman	NY	11,452
Canandaigua	NY	11,264
Rye	NY	14,955
Akron	OH	217,074
Columbus	OH	711,470
Dublin	OH	31,392
Hudson	OH	22,439
Lebanon	OH	16,962
Sandusky	OH	27,844
Broken Arrow	OK	74,839
Edmond	OK	68,315
Oklahoma City	OK	506,132
Stillwater	OK	39,065
Ashland	OR	19,522
Corvallis	OR	49,322
Gresham	OR	90,205
Lake Oswego	OR	35,278
Portland	OR	529,121
Springfield	OR	52,864
Borough of Ebensburg	PA	3,091
Cumberland County	PA	213,674
Ephrata Borough	PA	13,213
Philadelphia	PA	1,517,550

## The City of Sedona Citizen Survey

Jurisdictions in Comparisons

Jurisdiction Name	State	2000 Population
State College	PA	38,420
Upper Merion Township	PA	28,863
East Providence	RI	48,688
Newport	RI	26,475
Columbia	SC	116,278
Mauldin	SC	15,224
Myrtle Beach	SC	22,759
Pickens County	SC	110,757
Rock Hill	SC	49,765
Aberdeen	SD	24,658
Cookeville	TN	23,923
Oak Ridge	TN	27,387
Arlington	TX	332,969
Austin	TX	656,562
Benbrook	TX	20,208
Bryan	TX	34,733
Corpus Christi	TX	277,454
Dallas	TX	1,188,580
Duncanville	TX	36,081
El Paso	TX	563,662
Fort Worth	TX	534,694
Grand Prairie	TX	127,427
Irving	TX	191,615
Lewisville	TX	77,737
McAllen	TX	106,414
Missouri City	TX	52,913
Pasadena	TX	141,674
Round Rock	TX	61,136
San Marcos	TX	34,733
Sugar Land	TX	63,328
The Colony	TX	26,531
Farmington	UT	12,081
Riverdale	UT	7,656
Washington City	UT	8,186
Albemarle County	VA	79,236

## The City of Sedona Citizen Survey

### Jurisdictions in Comparisons

Jurisdiction Name	State	2000 Population
Arlington County	VA	189,453
Bedford County	VA	60,371
Blacksburg	VA	39,357
Botetourt County	VA	30,496
Chesterfield County	VA	259,903
Hanover County	VA	86,320
Hopewell	VA	22,354
Lynchburg	VA	65,269
Newport News	VA	180,150
Northampton County	VA	13,093
Prince William County	VA	280,813
Stafford County	VA	92,446
Staunton	VA	23,853
Williamsburg	VA	11,998
Chittenden County	VT	146,571
Bellevue	WA	109,569
Kent	WA	79,524
King County	WA	1,737,034
Kirkland	WA	45,054
Kitsap County	WA	231,969
Lynnwood	WA	33,847
Marysville	WA	12,268
Ocean Shores	WA	3,836
Pasco	WA	32,066
Richland	WA	38,708
Tacoma	WA	193,556
Vancouver	WA	143,560
Appleton	WI	70,087
Ashland County	WI	16,866
Eau Claire	WI	61,704
Milton	WI	5,132
Ozaukee County	WI	82,317
Suamico	WI	8,686
Superior	WI	27,368
Village of Brown Deer	WI	12,170

## The City of Sedona Citizen Survey

### Jurisdictions in Comparisons

<b>Jurisdiction Name</b>	<b>State</b>	<b>2000 Population</b>
Wauwatosa	WI	47,271
Whitewater	WI	13,437
Morgantown	WV	26,809
Cheyenne	WY	53,011
Gillette	WY	19,646
Teton County	WY	18,251

## APPENDIX C: FREQUENTLY ASKED QUESTIONS ABOUT THE CITIZEN SURVEY DATABASE

### **What is in the citizen survey database?**

NRC's database includes the results from citizen surveys conducted in over 500 jurisdictions in the United States. These are public opinion polls answered by hundreds of thousands of residents around the country. We have recorded, analyzed and stored responses to thousands of survey questions dealing with resident perceptions about the quality of community life and public trust and residents' report of their use of public facilities. Respondents to these surveys are intended to represent over 50 million Americans.

### **What kinds of questions are included?**

Residents' ratings of the quality of virtually every kind of local government service are included – from police, fire and trash haul to animal control, planning and cemeteries. Many dimensions of quality of life are included such as feeling of safety and opportunities for dining, recreation and shopping as well as ratings of the overall quality of community life and community as a place to raise children and retire.

### **What is so unique about National Research Center's Citizen Survey database?**

It is the only database of its size that contains the people's perceptions about government service delivery and quality of life. For example, others use government statistics about crime to deduce the quality of police services or speed of pot hole repair to draw conclusions about the quality of street maintenance. Only National Research Center's database adds the opinion of service recipients themselves to the service quality equation. We believe that conclusions about service or community quality are made prematurely if opinions of the community's residents themselves are missing.

### **What is the database used for?**

**Benchmarking.** Our clients use the comparative information in the database to help interpret their own citizen survey results, to create or revise community plans, to evaluate the success of policy or budget decisions, to measure local government performance. We don't know what is small or tall without comparing. Taking the pulse of the community has little meaning without knowing what pulse rate is too high and what is too low. So many surveys of service satisfaction turn up at least "good" citizen evaluations that we need to know how others rate their services to understand if "good" is good enough. Furthermore, in the absence of national or peer community comparisons, a jurisdiction is left with comparing its fire protection rating to its street maintenance rating. That comparison is unfair. Streets always lose to fire. We need to

ask more important and harder questions. We need to know how our residents' ratings of fire service compare to opinions about fire service in other communities.

**So what if we find that our public opinions are better or – for that matter – worse than opinions in other communities? What does it mean?**

A police department that provides the fastest and most efficient service—one that closes most of its cases, solves most of its crimes and keeps the crime rate low—still has a problem to fix if its clients believe services are not very good compared to ratings received by objectively “worse” departments.

National Research Center's database can help that police department – or any city department – to understand how well citizens think it is doing. Without the comparative data from National Research Center's database, it would be like bowling in a tournament without knowing what the other teams are scoring. We recommend that citizen opinion be used in conjunction with other sources of data to help managers know how to respond to comparative results.

**Aren't comparisons of questions from different surveys like comparing apples and oranges?**

It is true that you can't simply take a given result from one survey and compare it to the result from a different survey. National Research Center, Inc. principals have pioneered and reported their methods for converting all survey responses to the same scale. Because scales responses will differ among types of survey questions, National Research Center, Inc. statisticians have developed statistical algorithms, which adjust question results based on many characteristics of the question, its scale and the survey methods. All results are then converted to the PTM (percent to maximum) scale with a minimum score of 0 (equaling the lowest possible rating) to a maximum score of 100 (equaling the highest possible rating). We then can provide a norm that not only controls for question differences, but also controls for differences in types of survey methods. This way we put all questions on the same scale and a norm can be offered for communities of given sizes or in various regions.

**How can managers trust the comparability of results?**

Principals of National Research Center, Inc. have submitted their work to peer reviewed scholarly journals where its publication fully describes the rigor of our methods and the quality of our findings. We have published articles in *Public Administration Review*, *Journal of Policy Analysis and Management* and *Governing*, and we wrote a book, *Citizen Surveys: How to do them, how to use them, what they mean*, that describes in detail how survey responses can be adjusted to provide fair comparisons for ratings among many jurisdictions. Our work on calculating national norms for resident opinions about service delivery and quality of life won the Samuel C. May award for research excellence from the Western Governmental Research Association.

# The XYZ of ABC 2017 Citizen Survey

Please complete this questionnaire if you are the adult (age 18 or older) in the household who most recently had a birthday. The adult's year of birth does not matter. Please select the response (by circling the number or checking the box) that most closely represents your opinion for each question. Your responses are anonymous and will be reported in group form only.

**1. Please rate each of the following aspects of quality of life in ABC:**

	<i>Excellent</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Don't know</i>
ABC as a place to live .....	1	2	3	4	5
Your neighborhood as a place to live.....	1	2	3	4	5
ABC as a place to raise children .....	1	2	3	4	5
ABC as a place to work.....	1	2	3	4	5
ABC as a place to visit .....	1	2	3	4	5
ABC as a place to retire .....	1	2	3	4	5
The overall quality of life in ABC.....	1	2	3	4	5

**2. Please rate each of the following characteristics as they relate to ABC as a whole:**

	<i>Excellent</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Don't know</i>
Overall feeling of safety in ABC.....	1	2	3	4	5
Overall ease of getting to the places you usually have to visit.....	1	2	3	4	5
Quality of overall natural environment in ABC .....	1	2	3	4	5
Overall "built environment" of ABC (including overall design, buildings, parks and transportation systems) .....	1	2	3	4	5
Health and wellness opportunities in ABC .....	1	2	3	4	5
Overall opportunities for education and enrichment.....	1	2	3	4	5
Overall economic health of ABC.....	1	2	3	4	5
Sense of community.....	1	2	3	4	5
Overall image or reputation of ABC .....	1	2	3	4	5

**3. Please indicate how likely or unlikely you are to do each of the following:**

	<i>Very likely</i>	<i>Somewhat likely</i>	<i>Somewhat unlikely</i>	<i>Very unlikely</i>	<i>Don't know</i>
Recommend living in ABC to someone who asks .....	1	2	3	4	5
Remain in ABC for the next five years .....	1	2	3	4	5

**4. Please rate how safe or unsafe you feel:**

	<i>Very safe</i>	<i>Somewhat safe</i>	<i>Neither safe nor unsafe</i>	<i>Somewhat unsafe</i>	<i>Very unsafe</i>	<i>Don't know</i>
In your neighborhood during the day.....	1	2	3	4	5	6
In ABC's downtown/commercial area during the day .....	1	2	3	4	5	6

**5. Please rate each of the following characteristics as they relate to ABC as a whole:**

	<i>Excellent</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Don't know</i>
Traffic flow on major streets .....	1	2	3	4	5
Ease of public parking.....	1	2	3	4	5
Ease of travel by car in ABC.....	1	2	3	4	5
Ease of travel by public transportation in ABC .....	1	2	3	4	5
Ease of travel by bicycle in ABC.....	1	2	3	4	5
Ease of walking in ABC .....	1	2	3	4	5
Availability of paths and walking trails .....	1	2	3	4	5
Air quality .....	1	2	3	4	5
Cleanliness of ABC .....	1	2	3	4	5
Overall appearance of ABC.....	1	2	3	4	5
Public places where people want to spend time .....	1	2	3	4	5
Variety of housing options .....	1	2	3	4	5
Availability of affordable quality housing .....	1	2	3	4	5
Fitness opportunities (including exercise classes and paths or trails, etc.) .....	1	2	3	4	5
Recreational opportunities.....	1	2	3	4	5
Availability of affordable quality food.....	1	2	3	4	5
Availability of affordable quality health care .....	1	2	3	4	5
Availability of preventive health services .....	1	2	3	4	5
Availability of affordable quality mental health care .....	1	2	3	4	5

**6. Please rate each of the following characteristics as they relate to ABC as a whole:**

	<i>Excellent</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Don't know</i>
Availability of affordable quality child care/preschool.....	1	2	3	4	5
K-12 education.....	1	2	3	4	5
Adult educational opportunities.....	1	2	3	4	5
Opportunities to attend cultural/arts/music activities.....	1	2	3	4	5
Opportunities to participate in religious or spiritual events and activities.....	1	2	3	4	5
Employment opportunities.....	1	2	3	4	5
Shopping opportunities.....	1	2	3	4	5
Cost of living in ABC.....	1	2	3	4	5
Overall quality of business and service establishments in ABC.....	1	2	3	4	5
Vibrant downtown/commercial area.....	1	2	3	4	5
Overall quality of new development in ABC.....	1	2	3	4	5
Opportunities to participate in social events and activities.....	1	2	3	4	5
Opportunities to volunteer.....	1	2	3	4	5
Opportunities to participate in community matters.....	1	2	3	4	5
Openness and acceptance of the community toward people of diverse backgrounds.....	1	2	3	4	5
Neighborliness of residents in ABC.....	1	2	3	4	5

**7. Please indicate whether or not you have done each of the following in the last 12 months.**

	<i>No</i>	<i>Yes</i>
Made efforts to conserve water.....	1	2
Made efforts to make your home more energy efficient.....	1	2
Observed a code violation or other hazard in ABC (weeds, abandoned buildings, etc.).....	1	2
Household member was a victim of a crime in ABC.....	1	2
Reported a crime to the police in ABC.....	1	2
Stocked supplies in preparation for an emergency.....	1	2
Campaigned or advocated for an issue, cause or candidate.....	1	2
Contacted the XYZ of ABC (in-person, phone, email or web) for help or information.....	1	2
Contacted ABC elected officials (in-person, phone, email or web) to express your opinion.....	1	2

**8. In the last 12 months, about how many times, if at all, have you or other household members done each of the following in ABC?**

	<i>2 times a week or more</i>	<i>2-4 times a month</i>	<i>Once a month or less</i>	<i>Not at all</i>
Used ABC recreation centers or their services.....	1	2	3	4
Visited a neighborhood park or XYZ park.....	1	2	3	4
Used ABC public libraries or their services.....	1	2	3	4
Participated in religious or spiritual activities in ABC.....	1	2	3	4
Attended a XYZ-sponsored event.....	1	2	3	4
Used bus, rail, subway or other public transportation instead of driving.....	1	2	3	4
Carpooled with other adults or children instead of driving alone.....	1	2	3	4
Walked or biked instead of driving.....	1	2	3	4
Volunteered your time to some group/activity in ABC.....	1	2	3	4
Participated in a club.....	1	2	3	4
Talked to or visited with your immediate neighbors.....	1	2	3	4
Done a favor for a neighbor.....	1	2	3	4

**9. Thinking about local public meetings (of local elected officials like City Council or County Commissioners, advisory boards, town halls, HOA, neighborhood watch, etc.), in the last 12 months, about how many times, if at all, have you or other household members attended or watched a local public meeting?**

	<i>2 times a week or more</i>	<i>2-4 times a month</i>	<i>Once a month or less</i>	<i>Not at all</i>
<u>Attended</u> a local public meeting.....	1	2	3	4
<u>Watched</u> (online or on television) a local public meeting.....	1	2	3	4



# The XYZ of ABC 2017 Citizen Survey

## 10. Please rate the quality of each of the following services in ABC:

	<i>Excellent</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Don't know</i>
Police/Sheriff services.....	1	2	3	4	5
Fire services.....	1	2	3	4	5
Ambulance or emergency medical services .....	1	2	3	4	5
Crime prevention.....	1	2	3	4	5
Fire prevention and education.....	1	2	3	4	5
Traffic enforcement .....	1	2	3	4	5
Street repair .....	1	2	3	4	5
Street cleaning .....	1	2	3	4	5
Street lighting.....	1	2	3	4	5
Snow removal .....	1	2	3	4	5
Sidewalk maintenance .....	1	2	3	4	5
Traffic signal timing.....	1	2	3	4	5
Bus or transit services.....	1	2	3	4	5
Garbage collection.....	1	2	3	4	5
Recycling .....	1	2	3	4	5
Yard waste pick-up .....	1	2	3	4	5
Storm drainage .....	1	2	3	4	5
Drinking water.....	1	2	3	4	5
Sewer services .....	1	2	3	4	5
Power (electric and/or gas) utility.....	1	2	3	4	5
Utility billing.....	1	2	3	4	5
XYZ parks .....	1	2	3	4	5
Recreation programs or classes.....	1	2	3	4	5
Recreation centers or facilities .....	1	2	3	4	5
Land use, planning and zoning.....	1	2	3	4	5
Code enforcement (weeds, abandoned buildings, etc.) .....	1	2	3	4	5
Animal control.....	1	2	3	4	5
Economic development .....	1	2	3	4	5
Health services .....	1	2	3	4	5
Public library services .....	1	2	3	4	5
Public information services .....	1	2	3	4	5
Cable television.....	1	2	3	4	5
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations).....	1	2	3	4	5
Preservation of natural areas such as open space, farmlands and greenbelts.....	1	2	3	4	5
ABC open space.....	1	2	3	4	5
XYZ-sponsored special events .....	1	2	3	4	5
Overall customer service by ABC employees (police, receptionists, planners, etc.).....	1	2	3	4	5

## 11. Overall, how would you rate the quality of the services provided by each of the following?

	<i>Excellent</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Don't know</i>
The XYZ of ABC .....	1	2	3	4	5
The Federal Government .....	1	2	3	4	5

## 12. Please rate the following categories of ABC government performance:

	<i>Excellent</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Don't know</i>
The value of services for the taxes paid to ABC .....	1	2	3	4	5
The overall direction that ABC is taking .....	1	2	3	4	5
The job ABC government does at welcoming citizen involvement .....	1	2	3	4	5
Overall confidence in ABC government.....	1	2	3	4	5
Generally acting in the best interest of the community .....	1	2	3	4	5
Being honest.....	1	2	3	4	5
Treating all residents fairly .....	1	2	3	4	5

**13. Please rate how important, if at all, you think it is for the ABC community to focus on each of the following in the coming two years:**

	<i>Essential</i>	<i>Very important</i>	<i>Somewhat important</i>	<i>Not at all important</i>
Overall feeling of safety in ABC.....	1	2	3	4
Overall ease of getting to the places you usually have to visit.....	1	2	3	4
Quality of overall natural environment in ABC .....	1	2	3	4
Overall “built environment” of ABC (including overall design, buildings, parks and transportation systems) .....	1	2	3	4
Health and wellness opportunities in ABC .....	1	2	3	4
Overall opportunities for education and enrichment.....	1	2	3	4
Overall economic health of ABC.....	1	2	3	4
Sense of community.....	1	2	3	4

**xx. Custom Question #1 Custom Question #1 Custom Question #1 Custom Question #1 Custom Question #1 Custom Question #1 Custom Question #1 Custom Question #1 Custom Question #1 Custom Question #1 Custom Question #1 Custom Question #1 Custom Question #1 Custom Question #1 Custom Question #1**

- Scale point 1       Scale point 2       Scale point 3       Scale point 4       Scale point 5

**xx. Custom Question #2 Custom Question #2 Custom Question #2 Custom Question #2 Custom Question #2 Custom Question #2 Custom Question #2 Custom Question #2 Custom Question #2 Custom Question #2 Custom Question #2 Custom Question #2 Custom Question #2 Custom Question #2 Custom Question #2**

- Scale point 1       Scale point 2       Scale point 3       Scale point 4       Scale point 5

**xx. Custom Question #3 Custom Question #3 Custom Question #3 Custom Question #3 Custom Question #3 Custom Question #3 Custom Question #3 Custom Question #3 Custom Question #3 Custom Question #3 Custom Question #3 Custom Question #3 Custom Question #3 Custom Question #3 Custom Question #3**

- Scale point 1       Scale point 2       Scale point 3       Scale point 4       Scale point 5

**xx. OPTIONAL [See Worksheets for details and price of this option] Open-Ended Question Open-Ended Question Open-Ended Question Open-Ended Question Open-Ended Question Open-Ended Question Open-Ended Question Open-Ended Question Open-Ended Question Open-Ended Question Open-Ended Question Open-Ended Question Open-Ended Question Open-Ended Question**

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# The XYZ of ABC 2017 Citizen Survey

**Our last questions are about you and your household. Again, all of your responses to this survey are completely anonymous and will be reported in group form only.**

**D1. How often, if at all, do you do each of the following, considering all of the times you could?**

	<i>Never</i>	<i>Rarely</i>	<i>Sometimes</i>	<i>Usually</i>	<i>Always</i>
Recycle at home .....	1	2	3	4	5
Purchase goods or services from a business located in ABC .....	1	2	3	4	5
Eat at least 5 portions of fruits and vegetables a day .....	1	2	3	4	5
Participate in moderate or vigorous physical activity .....	1	2	3	4	5
Read or watch local news (via television, paper, computer, etc.) .....	1	2	3	4	5
Vote in local elections.....	1	2	3	4	5

**D2. Would you say that in general your health is:**

- Excellent     
  Very good     
  Good     
  Fair     
  Poor

**D3. What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:**

- Very positive     
  Somewhat positive     
  Neutral     
  Somewhat negative     
  Very negative

**D4. What is your employment status?**

- Working full time for pay  
 Working part time for pay  
 Unemployed, looking for paid work  
 Unemployed, not looking for paid work  
 Fully retired

**D5. Do you work inside the boundaries of ABC?**

- Yes, outside the home  
 Yes, from home  
 No

**D6. How many years have you lived in ABC?**

- Less than 2 years       11-20 years  
 2-5 years       More than 20 years  
 6-10 years

**D7. Which best describes the building you live in?**

- One family house detached from any other houses  
 Building with two or more homes (duplex, townhome, apartment or condominium)  
 Mobile home  
 Other

**D8. Is this house, apartment or mobile home...**

- Rented  
 Owned

**D9. About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance and homeowners' association (HOA) fees)?**

- Less than \$300 per month  
 \$300 to \$599 per month  
 \$600 to \$999 per month  
 \$1,000 to \$1,499 per month  
 \$1,500 to \$2,499 per month  
 \$2,500 or more per month

**D10. Do any children 17 or under live in your household?**

- No       Yes

**D11. Are you or any other members of your household aged 65 or older?**

- No       Yes

**D12. How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)**

- Less than \$25,000  
 \$25,000 to \$49,999  
 \$50,000 to \$99,999  
 \$100,000 to \$149,999  
 \$150,000 or more

**Please respond to both questions D13 and D14:**

**D13. Are you Spanish, Hispanic or Latino?**

- No, not Spanish, Hispanic or Latino  
 Yes, I consider myself to be Spanish, Hispanic or Latino

**D14. What is your race? (Mark one or more races to indicate what race you consider yourself to be.)**

- American Indian or Alaskan Native  
 Asian, Asian Indian or Pacific Islander  
 Black or African American  
 White  
 Other

**D15. In which category is your age?**

- 18-24 years       55-64 years  
 25-34 years       65-74 years  
 35-44 years       75 years or older  
 45-54 years

**D16. What is your sex?**

- Female       Male

**D17. Do you consider a cell phone or land line your primary telephone number?**

- Cell       Land line       Both

**Thank you for completing this survey. Please return the completed survey in the postage-paid envelope to: National Research Center, Inc., PO Box 549, Belle Mead, NJ 08502**