

Hopi & Arizona Department of Transportation Partnership Steering Committee Workshop Meeting Minutes

Thursday January 16, 2020
 9:00 AM to 3:00 PM
 ADOT Northcentral District Offices
 1959 Woodlands Village Blvd.
 Flagstaff, AZ 86001



Facilitator: Nichole Jenks

Today Hopi Department of Transportation (HDOT) and the Arizona Department of Transportation (ADOT) as well as other Partnership Steering Committee members met at the ADOT Conference Room in Flagstaff. The 9 attendees were from HDOT, ADOT, Federal Highway Administration (FHWA), Northern Arizona Council of Governments (NACOG) and Navajo County. The meeting opened with a prayer, facility safety and committee member introductions.

Below is the sign in sheet from those who attended today. Call-in attendees* included Matt Moul, ADOT and Romare Truly, FHWA.

Name	Title	Organization	Email / Phone No.
Mike Lomayaktewa	Hopi Department of Transportation (HDOT) Director	Hopi DOT	mlomayaktewa@hopi.nsn.us Cell: 928.313.2711
Jolette Arrieta	Office Manager	Hopi DOT	Jarrieta@hopi.nsn.us Office: 928.734.3183
Gregory Sehongva	HDOT Safety Coordinator	Hopi DOT	gsehongva@hopi.nsn.us Office: 928.734.3184 Cell: 928.266.4386
*Matt Moul	Northeast District Engineer	ADOT	Mmoul@azdot.gov
Michael Carter	Partnering Administrator	ADOT	MCarter@azdot.gov Office: 602.712.8069
Brad Burgess	Program Administrator	ADOT	BBurgess@azdot.gov 602.712.7399
Jason James	Transportation Planner	Northern Arizona Council of Government (NACOG)	jjames@nacog.org Cell: 928.925.8413
*Romare Truly	Tribal Liaison	FHWA	Romare.Truely@dot.gov Office: 602.382.8978
Ammon Heier	Transportation Engineer	FHWA	Ammon.Heier@dot.gov Cell: 801.885.0833

Miles Begay	Engineer in Training (EIT), Tribal Transportation Manager	Navajo County	miles.begay@navajocountyaz.gov Cell: 928.637.5949
Elisabett Vargas	Right-of-Way Tribal Liaison/Coordinator	ADOT	evargas@azdot.gov Office: 602.712.8053

The members discussed action items identified at the August 15, 2019 meeting held in Flagstaff. There were specific goals which were reported on by HDOT and other members. Each goal report included a status report, action items, challenges and possible solutions.

1. Identify a maintenance facility location on the Hopi Reservation:

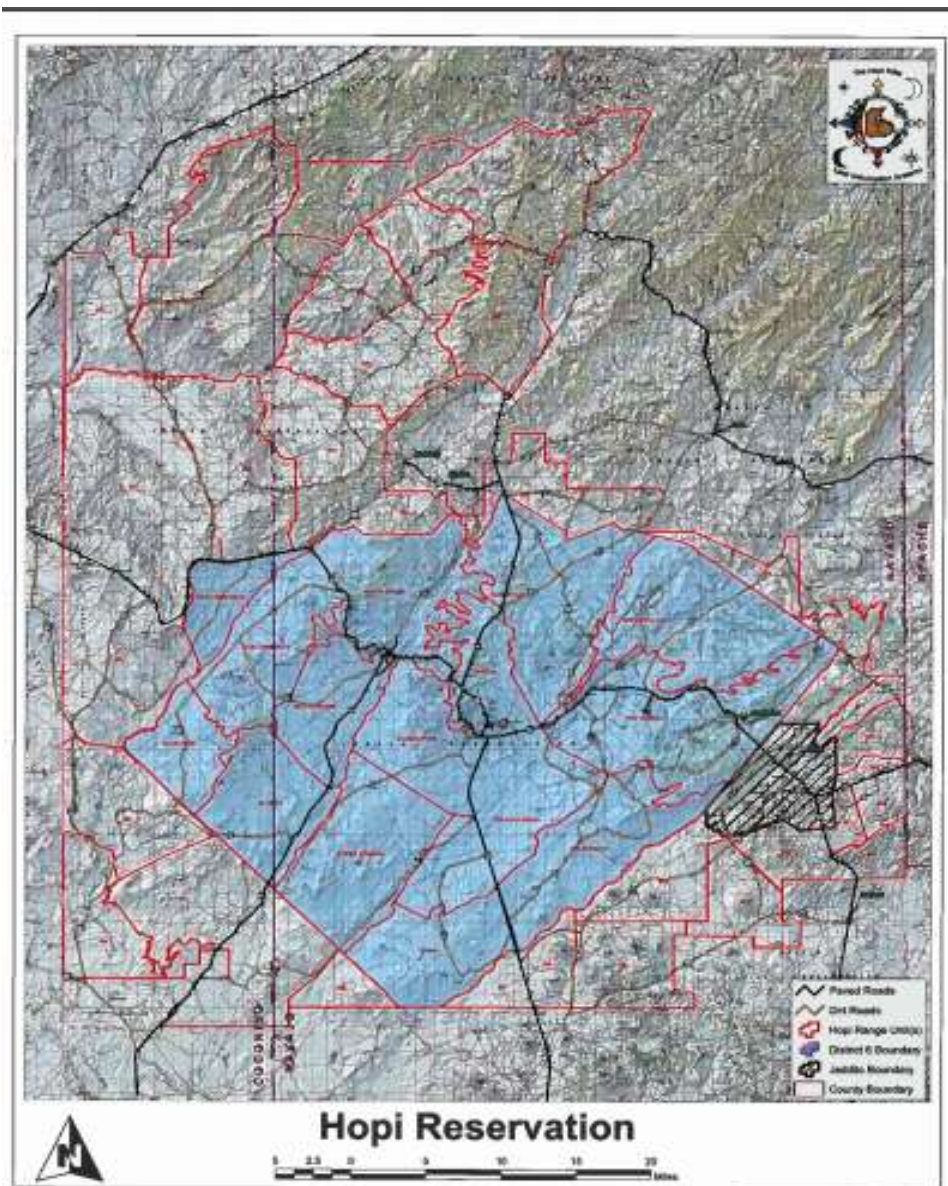
HDOT is currently in need of a maintenance facility to house both personnel and equipment.

HDOT will be meeting on February 10-11, 2020 to present information to Tribal Council and the Tribal Transportation Committee. The presentation will include the history of the Hopi Department of Transportation, the need for a HDOT facility, infrastructure needs and the working partnership with ADOT, FHWA, Counties, NACOG and other local partners.

The presentation will define how transportation benefits the Hopi Tribe in growth, funding opportunities, professional development, technology advancements and safety factors. There are also other Hopi Departments that benefit from transportation improvements including Tribal Transportation (Senom Transit), Facilities, Emergency Services (Fire and EMS), Administrative Services and Tribal Health Services.

Location	Status Report	Action Items	Challenges/Solutions
Tawa’ovi Master Plan Committee (Pronounced Da Wa O Vee)	<ul style="list-style-type: none"> • First Choice • Possible use is under review by the committee • Location is under direct Tribal Council authority • Location is outside District 6 • See map below for Hopi Reservation and District 6 boundary 	<ul style="list-style-type: none"> • Present information at the Feb. 10-11, 2020 to Tribal Council to understand transportation needs • Identify the process/steps to move forward • ACTION ITEM: Greg S. Look for a copy of the charter and report to Mike L. within 1-2 weeks. • ACTION ITEM: Elisabett V. will send information regarding the use of MOU/IGA when working with other partners with share funding options, match funds, etc. 	<ul style="list-style-type: none"> • Lack of infrastructure (Water, roads and sewer) • Cultural “use of land” concerns • Identify a mechanism to reach an agreement • Greg S. provided a copy of the TCDC Charter 2.3.2020 by email(Attached) • Expressing what HDOT can and cannot do for the community • Other Tribal Dept. that provide assistance: Housing, Indian Health Services and Tribal Realty Services

			<ul style="list-style-type: none"> • BIA: minimal support for transportation needs
Spider Mound:	<ul style="list-style-type: none"> • Outside of District 6 • Do they have a strong interest in coordinating with HDOT 	<ul style="list-style-type: none"> • NOTE: Wendall Honanie, BIA, has retired 	<ul style="list-style-type: none"> • Community Services Administrator has vacated position with Hopi • Does infrastructure meet the size and needs of a facility? • Location is far east and not ideal



2. State Route 264:

State Route (SR) 264 traverses most of the villages on the Hopi Reservation covering approximately 50 miles. The road terrain is hilly, with many curves. A Road Safety Audit (RSA) revealed numerous fatalities and overall lack of law enforcement on this stretch of road. There are minimal shoulders. State Route 264 current Chip Seal and maintenance efforts have improved the road surface near the Hopi Cultural Center. HDOT and ADOT crews are working together to implement road maintenance and winter readiness operations.

The following updates were provided by committee members and action items assigned for ongoing projects and progress reporting.

Project	Status Report	Action Items	Challenges/Solutions
SR 264 street lighting project	<ul style="list-style-type: none"> • Design FY21 with Construction in FY22 • Recent pedestrian fatality near Hopi Cultural Center • Would like to enhance the project with additional scope (project footprint, additional lighting, etc.) 	<ul style="list-style-type: none"> • ACTION ITEM: Jason J. Email the original scope to Mike L. • DISCUSSION: Jason J. and Mike L. TTIP possible way to add funds to HSIP? • DISCUSSION: Matt M. and Mike L. Hopi contribution of additional funds 	<ul style="list-style-type: none"> • Current HSIP applications slated to design/construction in FY24/25 • Difficult to add to scope with HSIP • Working with law enforcement on crashes/fatalities See attached email, HSIP application and supplemental docs sent by Jason L. 2.4.2020
SR 264 Road Maintenance	<ul style="list-style-type: none"> • Winter Readiness Meeting: <ul style="list-style-type: none"> ➤ HDOT attended the ADOT Winter Readiness meetings ➤ ADOT procured a 10K gallon brine tank at Keames Canyon yard. ➤ Treatment prior to winter storms has yielded good results for deicing • Pavement preservation operations by ADOT: <ul style="list-style-type: none"> ➤ MP 346-360 and 413-416:Overlays completed in Aug. 2019 ➤ MP 347-369 and 383-384:Overlays scheduled in 		<ul style="list-style-type: none"> • Other maintenance issues should be reported directly to the District Engineers Office • ADOT can only work within the State Highway right-of-way(ROW)

	<p>spring(warm and dry conditions)</p> <ul style="list-style-type: none"> ➤ MP 340-373 and 408-417:Crack seal scheduled for Dec/Jan (cold by not wet conditions) ➤ MP 383-384, 391-392 and 392-393: Chip seal scheduled for FY20/21 ➤ Cost for pavement preservation operations: 2-3 Million\$ 		
AZ511	<ul style="list-style-type: none"> • HDOT receives good feedback about AZ511 • HDOT uses to send blast emails to other Hopi staff to notify them of traffic incidents and impacts 		
Bus Pull Outs	<ul style="list-style-type: none"> • Schools and public transit use the same pull out locations • There are numerous schools on Hopi (High school, 4 elementary schools and 4 head start centers) • Need to formalize a bus pull out map. 	<ul style="list-style-type: none"> • ACTION ITEM: Miles B. will reach out and work with the schools to obtain maps of bus stop locations ✓ ACTION ITEM: Liz V. will send contact information for the Office of Indian Education • DISCUSSION: Miles B. and Greg S. Centralize and provide maps for identifying stops 	<ul style="list-style-type: none"> • Pull outs are not formally recognized by ADOT • Everyone wants their own bus stop • Contact for OIE: Serena Denetsosie Deputy Associate Superintendent Office of Indian Education Arizona Dept. of Education (602)542-5235 Serena.Denetsosie@azed.gov

<p>State Transportation Board (STB) Meetings</p>	<ul style="list-style-type: none"> • ADOT Director John Halikowski is meeting on Hopi February 6, 2020 • Continue to emphasize importance, role and authority of STB • Click here for STB web page 	<ul style="list-style-type: none"> • Continue to lobby for projects on Hopi • Address concerns to Tribal Leadership • Provide web address for meeting schedule • http://aztransportationboard.gov/schedule.asp 	<ul style="list-style-type: none"> • Consideration of priorities of tribal members, leadership, multiple boards and committees • Awareness of meeting locations and preparedness to attend
<p>NACOG – Call for projects</p>	<ul style="list-style-type: none"> • NACOG provided comments for call for projects earlier this year on behalf of Hopi 	<ul style="list-style-type: none"> • ACTION ITEM: Jason J. Send current list of projects to Mike L. • ACTION ITEM: Mike L. Review and present to the Hopi Trans. Committee 	

3. Reduce heavy traffic on SR 87:

SR 87 runs north from I-40, through the Navajo Indian Reservation and approximately the last 18 miles is located on the Hopi Reservation. HDOT is concerned with commercial truck traffic, specifically over-size/over-weight (OS/OW) vehicles trying to avoid enforcement regulations. ADOT staff is working with Enforcement Compliance Division (ECD) on setting up temporary mobile weigh stations. Hopi Tribe has conducted a Road Safety Audit on SR 87. Hopi, working through NACOG will complete a street light project at SR 87 and the Hopi Cultural Center.

Project	Status Report	Action Items	Challenges/Solutions
Mobile Weigh Stations on SR87	<ul style="list-style-type: none"> Coordinated effort between HDOT and Hopi Law Enforcement Services (HLES) A report of the event results will be send to Greg S. HLES offered Commercial Vehicle Safety Alliance (CVSA) Certification in order to enforce compliance 	<ul style="list-style-type: none"> HDOT to present report to Tribal Council provided by Ester Corbett with Inter Tribal Council of Arizona (ITCA) 	<ul style="list-style-type: none"> Lack of man power Bi-monthly meetings with Injury Prevention Coalition includes HDOT, HLES, Indian Health services and Environmental Health Services
Road Safety Audit (RSA)	<ul style="list-style-type: none"> HDOT would like to request a RSA from ADOT for the SR 87 and SR 264 corridor 	<ul style="list-style-type: none"> ✓ ACTION ITEM: Liz V. Forward contact information for RSA request 	<ul style="list-style-type: none"> ADOT RSA Contact: Bahram Dariush bdariush@azdot.gov (602) 712-2332
DPS Recruit	<ul style="list-style-type: none"> Follow up with DPS to see if recruitment efforts are ongoing in the Hopi area 	<ul style="list-style-type: none"> ACTION ITEM: Nichole J. Follow up with DPS to confirm contact for Hopi Reservation 	<ul style="list-style-type: none"> Minimal DPS patrol on SR 87 and 264

New Agenda Items:

Project	Status Report	Action Items	Challenges/Solutions
Ordinance 55	<ul style="list-style-type: none"> Interdisciplinary Program under Natural Resources Adds additional environmental requirements on project above the federal standards Detrimental to transportation projects 	<ul style="list-style-type: none"> ACTION ITEM: Mike L. Present on Feb. 10 & 11 on detrimental effects to Tribal Council by providing proof of detriment to specific projects (H60 sample) 	<ul style="list-style-type: none"> Adds time and costs to projects Document origin is unclear – Realty Group as originators? Tribal Council is the document owner Tribal Council can override provisions Highly technical language
How can Tribal Liaisons be more valuable?	<ul style="list-style-type: none"> Communication with a greater number of groups Understand the role of coordinating committee Understand how land trusts are held (Right-of-way documents and easements) 		<ul style="list-style-type: none"> Continue to educate ADOT/Hopi and other groups on history of Right-of-way and ROW issues

	<ul style="list-style-type: none">• Educational opportunities• Understand data availability and accuracy		
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Parking Lot of Ideas and Discussions:

- Consider inviting Hopi Tribal Transportation Committee Members to future Steering Committee Meetings.

Next Meeting Date:

ACTION ITEM: Nichole will send a Doodle Poll out with suggested dates in April 2020 by January 31, 2020 Meeting will be held from 9 AM to 3 PM – **Doodle Poll email 2.4.2020 NJ.**

The meeting will be held at the ADOT Training Facility, 1959 S. Woodlands Village Dr. Flagstaff, AZ 86001

Helpful Links:

- ADOT District Contact Information: [ADOT District Contacts](#)
- For more information on Tribal Transportation: [AZTribalTransportation.org](#)
- For more information on Arizona State Transportation Board: <http://aztransportationboard.gov/>
- For more information on AZ511 Traffic Impact Notices:
[Click here for the AZ511 website](#) or download the app from your mobile device.

Report prepared:
January 24, 2020
Nichole Jenks, Facilitator
928.326.3751
njenks@azdot.gov

Updated Action Items and attachments: 2.5.2020 NJ

CHARTER OF INCORPORATION
FOR
TAWA'OVI COMMUNITY
DEVELOPMENT CORPORATION

ARTICLE I - CORPORATE IDENTITY, STATUS, & LOCATION

§101 - Name. The official name of the corporation shall be "Tawa'ovi Community Development Corporation" and may be referred to as "Tawa'ovi."

§102 - Status. Tawa'ovi is a distinct legal entity wholly owned by the Hopi Tribe organized, incorporated, and granted its corporate powers, privileges, and immunities under the laws of the Hopi Tribe, including Hopi Ordinance 45, as a Tribally-chartered business corporation. The Hopi Tribe shall be the sole shareholder of Tawa'ovi and no other person, individual, or legal entity shall acquire any ownership interest in Tawa'ovi. The sole shareholder shall act through its Tribal Council in accordance with the Constitution and laws of the Hopi Tribe and no individual member of the Tribal Council or individual member of the Hopi Tribe, or any other person whomsoever, shall be recognized as acting as/or on behalf of the sole shareholder,

§103 - Place of Business. The principal place of business and headquarters for Tawa'ovi shall be on the Hopi Reservation. Tawa'ovi may conduct incidental and other activities elsewhere as necessary or prudent for business purposes.

§104 - Duration. The period of duration of Tawa'ovi is perpetual, or until this Charter of Incorporation is revoked or surrendered by the Hopi Tribal Council.

ARTICLE II – PURPOSE

§201 - Purposes. The purposes of Tawa'ovi are as follows:

- (a) To construct, operate, and maintain a planned community development within the Hopi Reservation located near the intersection of Hard Rock Road and Route 4.
- (b) To develop, improve, and manage the new community infrastructure on the Hopi Reservation and the lands of the Hopi Tribe; and
- (c) To improve, promote, and develop businesses and economic opportunities for the Hopi Tribe and its members on or near the Hopi Reservation and the lands of the Hopi Tribe; and
- (d) To enable the Hopi Tribe to develop its resources for the benefit of Tribal members; and
- (e) To provide for the efficient and effective utilization of the resources of the Hopi Tribe in a manner which protects the long-term interests of the Tribe and provides income and opportunities to the Tribe and its members from the utilization of those resources; and
- (f) To provide employment opportunities for the Hopi Tribe and its members on or near the Hopi Reservation and the lands of the Hopi Tribe; and
- (g) To assist the Hopi Tribe in developing its Reservation into an economically viable homeland for present and future generations of Hopi people.

ARTICLE III - CORPORATE POWERS OF TAWA'ОВI

§301 - Powers. The Hopi Tribal Council hereby delegates authority to Tawa'ovi to carry on businesses the Hopi Tribe otherwise could conduct. Consistent with applicable law, and as may be limited by other

provisions of this Charter, Tawa'ovi is expressly authorized and empowered to engage in, carry on, and conduct any lawful business as the Board of Directors may from time to time determine, including, but without limiting the generality of the following:

- (a) To have perpetual existence until terminated by the Hopi Tribal Council.
- (b) To sue on its own behalf, and when expressly authorized by written resolution of the Board, to consent to suit: (i) against Tawa'ovi in its official name or against its officers, (ii) against any assets of Tawa'ovi, or (iii) against any insurer or bonding agent or other surety of Tawa'ovi, in Hopi Tribal Court and subject to such rules and regulations as may be adopted in this Charter of Incorporation and as the Hopi Tribal Council shall otherwise provide by Ordinance or Resolution from time-to-time. This "sue and be sued" clause is not intended nor shall it be construed to be a waiver of the sovereign immunity of the Hopi Tribe or Tawa'ovi nor shall this authority create any liability on the part of the Tribe for the debts or liabilities of Tawa'ovi. Tawa'ovi may by written resolution of its Board, consent to suit in whole or in part in the courts of some other jurisdiction on terms no broader than established in this §301(b).
- (c) To adopt, amend, and repeal such rules, regulations, and corporate bylaws, consistent with Ordinance 45 and this Charter of Incorporation, as Tawa'ovi deems necessary to accomplish its purposes, including but not limited to employment, financial, procurement, and other policies governing the conduct of Tawa'ovi business, separate from the policies of the Hopi Tribe.
- (d) To adopt, use, alter, or not use a corporate seal. If adopted and used, the corporate seal or a copy of it may be placed on documents and things. Failure to place a seal on any document shall not affect its validity.
- (e) To acquire, govern, manage, and operate property by means of lease, contract, purchase, conveyance permit, assignment, license, or otherwise and hold, possess, lease, or rent any or all classes of property, real, personal, mixed, or any interest therein, and construct buildings, structures, or improvements for Tawa'ovi's purposes; to hold, pledge, mortgage, secure, encumber, maintain, sell, lease, or otherwise dispose of such property or any interest therein; to design, construct, and finance infrastructure, systems, and other improvements of all types upon, across, or under real estate and to provide services in connection therewith and charges therefore; to engage in and conduct, or authorize others to engage in and conduct, any business or activity incident, necessary, advisable, or advantageous in connection with any of the real and personal properties owned, leased, managed, supervised, or operated by Tawa'ovi; and, in doing, exercising, or performing any of the foregoing, to do so as a principal, agent, contractor, subcontractor, or employee, on its own account or in association, partnership (general and/or limited partnerships, as a general and/ or limited partner), limited liability company, corporation, joint venture, or any other relationship with any Indian tribe, or other person, firm, corporation, partnership, limited liability company, or joint venture, and/ or in any other capacity.
- (f) To enter into and perform contracts (including without limitation agreements for management services), execute instruments, incur liabilities, borrow, or lend money at such rates of interest as Tawa'ovi shall determine, issue notes, bonds, and other obligations, and secure any of its obligations by mortgage, deed of trust, security agreement, pledge of other encumbrance on all of its property, franchises, and income and determine the character of its expenditures.

- (g) To determine and keep its own system and records of accounts, including the forms and contents of its contracts and other business documents, except as otherwise provided in this Charter of Incorporation or other applicable law.
- (h) To settle and compromise claims against Tawa’ovi.
- (i) To employ, elect, or appoint officers, agents, or employees of Tawa’ovi, define their duties, and fix their compensation.
- (j) To invest and reinvest funds and to take and hold real and personal property as security for the payment of funds loaned or invested.
- (k) To employ attorneys, by contract or otherwise, at the sole cost and expense of Tawa’ovi.
- (l) To adopt, apply for, obtain, register, purchase, lease, or otherwise acquire, to maintain, protect, hold, use, own, exercise, develop, manufacture under, operate, and introduce, and to sell and grant licenses or other rights in respect to, assign or otherwise dispose of, turn to account, or in any manner deal with and contract with reference to: any trademarks, trade names, patents, patent rights, concessions, franchises, designs, copyrights, and distinctive marks, and rights analogous thereto, and inventions, devices, improvements, processes, receipts, formulae, and the like, including such thereof as may be covered by, used in connection with, or secured or received under, letters patent of the United States of America or any other country, state, territory, or locality, domestic or foreign, and any licenses and rights in respect thereto, in connection therewith, or appertaining thereto.
- (m) To engage in, carry on, and conduct any business or business activity of Tawa’ovi wherever situated, within or without the boundaries of the Hopi Tribe’s Reservation, and to have all other powers incidental, necessary, appropriate, or convenient to the carrying on of its business or in the exercise of its specified powers.
- (n) Provided that the Board of Directors shall at all times endeavor to manage and operate Tawa’ovi with the objective of minimizing expenses and maximizing dividends to the Hopi Tribe as its sole shareholder, and subject to any grants, loans, agreements, laws, or policy stating otherwise, to distribute all revenues of Tawa’ovi to:
 - (i) Defray corporate obligations; and
 - (ii) Make dividend payments to the sole shareholder; and
 - (iii) Establish and invest in a suitable capital reserve fund.

§302 - Construction of Authority. Powers granted to Tawa’ovi hereunder shall be broadly construed to accomplish the purposes of this Charter.

ARTICLE IV - LIMITATION ON CORPORATE POWERS OF TAWA’OVI

§401 - Limitation on Corporate Power of Tawa’ovi. Tawa’ovi shall have no power:

- (a) Except as permitted by applicable federal and Hopi law and with the prior approval of the Hopi Tribal Council, to sell, mortgage, or otherwise encumber any trust or restricted lands

held by the United States for the benefit of the Hopi Tribe, whether such lands are located within or without the boundaries of the Hopi Tribe's Reservation.

- (b) To lease any lands of the Hopi Tribe for any period of time, whether held in trust status, restricted status, or in fee, without the prior authorization of the Hopi Tribal Council; or to lease any lands of the Hopi Tribe, whether held in trust status, restricted status, or in fee, for a period exceeding twenty-five (25) years unless such longer term is authorized by the laws of the United States.
- (c) Unless expressly authorized by the Hopi Tribal Council by resolution, expressly or impliedly enter agreements on behalf of the Hopi Tribe.
- (d) Other than those assets specifically dedicated to Tawa'ovi hereunder, to dispose of, pledge or otherwise encumber the assets or credit of the Hopi Tribe.
- (e) Other than that which is specifically dedicated to Tawa'ovi hereunder, to dispose of, pledge, or otherwise encumber real or personal property of the Hopi Tribe.
- (f) To waive any right, privilege, or immunity of, or release any obligation owed to, the Hopi Tribe.
- (g) To enter into any sublease or other encumbrance or other instrument respecting lands leased or assigned to Tawa'ovi by the Hopi Tribe without the prior approval of the Hopi Tribal Council.
- (h) To sell or otherwise dispose of all, or substantially all, of Tawa'ovi's assets, other than in the usual and regular course of its business, without the prior approval of the Hopi Tribal Council.
- (i) To dissolve any enterprise, sub-division, or subsidiary of Tawa'ovi, without the prior approval of the Hopi Tribal Council.

ARTICLE V - IMMUNITY, JURISDICTION

§501 - Sovereign Immunity of the Hopi Tribe.

- (a) Nothing in this Charter of Incorporation shall be deemed to waive, or to permit Tawa'ovi to waive, the sovereign immunity of the Hopi Tribe.
- (b) Any waiver by Tawa'ovi of its sovereign immunity, if any, is not intended to be, nor shall it be construed as, a waiver of the sovereign immunity of the Hopi Tribe, nor shall any such waiver create a liability on the part of the Hopi Tribe for the debts or obligations of Tawa'ovi.
- (c) Any exercise of Tawa'ovi's authority to sue or, pursuant to §301(b) of this Charter of Incorporation, consent to be sued, shall not be construed or operate as a consent to suit by or against, or to attachment of assets of, the Hopi Tribe.

§502 - Sovereign Immunity of Tawa'ovi.

- (a) Tawa'ovi, as a Tribal business corporation, and its directors, officers, and employees are hereby entitled to the same privileges and immunities enjoyed by the Hopi Tribe and its

officers and employees, including immunity from taxation, regulation, suit in any state, federal, or tribal court, and otherwise, except as limited by Ordinance 45 and this Charter of Incorporation.

- (b) Except as expressly provided in this Charter of Incorporation, no action of Tawa'ovi shall be deemed or construed to be a waiver of Tawa'ovi's sovereign immunity, or to be a consent of Tawa'ovi to the jurisdiction of the United States, of any state, of any other tribe, or of any other person, entity, court, or other tribunal, with regard to the business or affairs of Tawa'ovi, or to be a consent of Tawa'ovi to any cause of action, claim, case, or controversy, to the levy of any judgment, lien, or attachment upon any property of Tawa'ovi, or to be a consent of Tawa'ovi to suit in respect to any Indian land whether held in trust, restricted, or fee status, or to be a consent of Tawa'ovi to the alienation, attachment or encumbrance of any such land.

§503 - Taxation. Tawa'ovi shall have the same immunity from taxation under federal (and where applicable state) and Tribal law as the Hopi Tribe but shall be subject to Hopi Tribal taxes where applicable.

§504 - Jurisdiction. The Hopi Tribal Court shall have jurisdiction over all actions brought by Tawa'ovi. The Hopi Tribal Court shall also have jurisdiction, unless otherwise indicated, over all actions brought against Tawa'ovi where it has consented to suit in accordance with §301(b) and has agreed to such jurisdiction.

ARTICLE VI - BOARD OF DIRECTORS

§601 - Board of Directors. Tawa'ovi's business affairs shall be managed exclusively by its Board of Directors, which shall consist of five (5) members; provided, the foregoing shall not limit or impair the Board of Director's ability to delegate: (1) day to day management responsibility to the officers of Tawa'ovi, and (2) specific tasks to subcommittees of the Board of Directors. The general policies, guidelines, rules and regulations, business policies, management, and hiring and employment of officers of Tawa'ovi shall be the responsibility of the Board of Directors. The Hopi Tribe shall have no authority to direct the business affairs of Tawa'ovi except under and through its status as the sole shareholder of Tawa'ovi and as otherwise provided in this Charter of Incorporation.

§602 - Qualifications of Directors.

- (a) At least two (2) Directors shall be members of the Hopi Tribe, in accordance with the laws of the Hopi Tribe determining such membership.
- (b) All Directors must be qualified by education and/or experience to bring to the Board the knowledge, skill, leadership, work ethic, and drive necessary to make a meaningful contribution to the overall success of Tawa'ovi.
- (c) All Directors must pass a mandatory background investigation to determine their suitability for the position.
- (d) A felony conviction, theft-related misdemeanor, or the commission and/or conviction of a crime of violence shall be disqualifying for the position of Director.
- (e) No Director shall be an employee of Tawa'ovi or its managed enterprises.

- (f) No Director may serve concurrently on the Board of Directors of the Corporation and on the Tribal Council of the Hopi Tribe or on the board of any other corporation owned in whole or in part by the Hopi Tribe.

§603 - Initial Board of Directors. The initial Board of Directors of the Corporation shall consist of the following persons, who shall serve until the first annual meeting of the shareholder and thereafter until their successors have been duly nominated and appointed, and shall have qualified for and taken office:

NAME:	ADDRESS:
Ms. Marilyn Fredericks	P.O. Box 1048, Hotevilla, AZ 86030
Ms. Cheryl L. Tootsie	P.O. Box 844, Kykotsmovi, AZ 86039
Mr. Wayne Taylor, Jr.	142 W. Hunter Street, Mesa, AZ 85201
Mr. Norman Honie, Jr.	P.O. Box 251, Kykotsmovi, AZ 86039
Ms. Joan Timeche	1131 N. Camino de Juan, Tucson, AZ 85745

§604 - Vacancies. Any vacancy on the Board shall be filled by majority vote of the remaining Directors.

§605 - Duties of Directors.

- (a) The Board of Directors shall manage the general affairs and business of Tawa'ovi and shall individually and collectively act in the capacity of a fiduciary for the benefit of Tawa'ovi and its shareholder.
- (b) In all of their dealings in connection with the business of Tawa'ovi, the Directors, individually and collectively, shall have and exercise a duty of loyalty to Tawa'ovi, shall exercise their duties and responsibilities in good faith and in a manner reasonably deemed by the Director to be in the best interest of Tawa'ovi, and shall do all of these things with the skill and care of an ordinary prudent person performing similar duties and responsibilities in a similar position and under similar circumstances.

§606 - Voting. At a meeting of the Board of Directors, each Director shall have one vote.

§607 - Limited Liability of Directors. Directors shall not be liable to Tawa'ovi or to the Hopi Tribe for money damages for any action taken, or any failure to take any action, as a Director, except liability for: (a) the amount of financial benefit received by a Director to which the Director is not entitled; (b) an intentional infliction of harm on Tawa'ovi; or (c) intentional conduct prohibited by criminal laws.

ARTICLE VII - OFFICERS

§701 - General.

- (a) The officers of Tawa'ovi shall be employees of Tawa'ovi.
- (b) The officers of Tawa'ovi shall, at minimum, be a Chief Executive Officer, a Chief Financial Officer/Treasurer and a Secretary/Recordkeeper.
- (c) The Board of Directors may by resolution add additional officer positions at any time and appoint qualified candidates to fill such positions.

§702 - Appointment. All officers of the Corporation shall be appointed by the Board of Directors and shall hold office for the term of their respective employment contracts, unless sooner removed or upon resignation.

ARTICLE VIII - BOOKS & RECORDS; FINANCIAL REPORTS

§801 - Books & Records.

- (a) Tawa'ovi shall keep and maintain correct and complete books and records of account and shall keep minutes of the proceedings of its Board of Directors.
- (b) Any books, records, and minutes may be in written form or in any other form capable of being converted into written form within a reasonable time.
- (c) Tawa'ovi shall keep and maintain books, records, and minutes of Tawa'ovi, in whatever media or format, for a minimum of seven (7) years from the date of their creation.
- (d) The Hopi Tribal Council shall determine and control access to the books, records, and minutes of Tawa'ovi.

§802 - Financial Reports.

- (a) All financial records of Tawa'ovi are considered the property of the Hopi Tribe in its capacity as sole shareholder.
- (b) In accordance with any auditing standards as the Hopi Tribal Council may from time to time define, Tawa'ovi, within one hundred twenty (120) days following the close of each fiscal year, shall submit to the sole shareholder an audited financial statement reflecting the financial status of Tawa'ovi as of the last day of the fiscal year, and which must include all income from whatever sources, including but not limited to federal, state, or private grants, enterprises, profits, and all expenditures of whatever nature.
- (c) The Hopi Tribal Council shall determine and control access to Tawa'ovi's financial records, however, the financial and operating records of Tawa'ovi shall at all reasonable times be open to inspection by the representative(s) of the sole shareholder designated by Resolution of the Hopi Tribal Council.
- (d) Tawa'ovi shall maintain its financial records in conformity with generally accepted accounting principles.

§803 - Other Reports to Shareholder.

- (a) Tawa'ovi's Board of Directors shall report in writing, no less frequently than quarterly, to the sole shareholder on the financial and operating condition of Tawa'ovi, including its assets, liabilities, and operating results.
- (b) The Board shall prepare on an annual basis and submit to the Hopi Tribal Council a written report of its corporate affairs and business during the previous twelve (12) month period and a projection of the business activities Tawa'ovi expects to undertake over the following twelve (12) month period.

ARTICLE IX - DISTRIBUTION OF REVENUES

§901 - Profit Declaration and Distribution.

- (a) The Board of Directors shall declare and pay profits in accordance with such revenue allocating Resolutions and Ordinances of the Hopi Tribe as may be enacted by the Hopi Tribal Council and consistent with applicable laws, policies, and obligations of Tawa'ovi.
- (b) All retained earnings, or other available funds of Tawa'ovi may be declared and paid as dividends to the sole shareholder whenever, in the Board of Director's opinion and as consistent with Tawa'ovi's obligations, the condition of Tawa'ovi's affairs will render it expedient for such dividends to be declared and paid; provided that no distribution may be made if:
 - (i) Tawa'ovi would not be able to pay its debts and meet its obligations as they become due in the usual course of its business; or
 - (ii) Tawa'ovi's total assets would be less than the sum of its total liabilities, or
 - (iii) Such distribution would be contrary to Tawa'ovi's agreements, loans, grants, or other obligations.

ARTICLE X - APPLICABLE LAW

§1001 - Compliance. Tawa'ovi, its directors, officers, employees, agents, and contractors shall comply with applicable laws of the United States and the Hopi Tribe while engaged in business.

§1002 - Choice of Law. Tawa'ovi, its directors, officers, employees, agents and contractors, and the legal rights and obligations of the same, shall be governed by applicable laws of the United States and the Hopi Tribe.

ARTICLE XI – INDEMNIFICATION

§1101 - Indemnification. Tawa'ovi shall indemnify all of its directors and officers who have served Tawa'ovi or who have served as a director or officer of another corporation in which Tawa'ovi owns the majority of stock or of which Tawa'ovi is a creditor, and their heirs and personal representatives, against all expenses and costs incurred by them or any of them including fees, judgments, and penalties in any legal action brought against any of them by any party other than Tawa'ovi for or on account of any act or omission alleged to have been committed within the scope of his, her, or their duties as directors or officers of Tawa'ovi or such other corporation described in this section. This section shall not be construed to require Tawa'ovi to indemnify or exonerate a director or officer from liability to Tawa'ovi.

ARTICLE XII – MISCELLANEOUS

§1201 - Amendments to the Charter. This Charter of Incorporation may be amended by the Hopi Tribal Council at any time, however, no amendment to this Charter shall impair the validity of legal debts or obligations incurred by Tawa'ovi prior to the date of amendment.

§1202 - Principal Office Address; Agent for Service of Process. The address of the principal office of Tawa'ovi shall be located at such locations as designated by the Board of Directors from time to time. The agent of Tawa'ovi for service of process is the Chairman of the Hopi Tribe, P.O. Box 123,

Kykotsmovi, Arizona 86039. Copies of any and all matters served on the Chairman of the Hopi Tribe shall be delivered simultaneously to: (1) the Office of General Counsel, the Hopi Tribe, P.O. Box 123, Kykotsmovi, Arizona 86039, and (2) the CEO of Tawa'ovi at Tawa'ovi's principal office,

§1203 - Insurance.

- (a) All appropriate insurance, including comprehensive general liability, physical damage, and workers' compensation insurance, reasonably sufficient to protect the interests of Tawa'ovi and the Hopi Tribe from all insurable liability and other risks shall be carried on all enterprises, properties, and persons under the jurisdiction or management of Tawa'ovi, including all employees of Tawa'ovi, insofar as such insurance is reasonably obtainable.
- (b) Tawa'ovi shall have the power to obtain and maintain insurance on behalf of any person who is or was a Director, officer, employee, or agent of Tawa'ovi, or is or was serving at the request of Tawa'ovi as a Director, officer, employee, or agent of another corporation, partnership, limited liability company, or other enterprise, against all liability asserted against him or her and incurred by him or her in such capacity or arising out of his or her status in such capacity.



Nichole Jenks <njenks@azdot.gov>

HSIP Application & Cover Letter - SR 264/Indian Route 4 Intersection Lighting Project - Hopi Tribe

1 message

Jason James <jjames@nacog.org>

Tue, Feb 4, 2020 at 11:48 AM

To: Michael Lomayaktewa <mlomayaktewa@hopi.nsn.us>, Matt Moul <mmoul@azdot.gov>

Cc: "njenks@azdot.gov" <njenks@azdot.gov>

Hello,

Per our discussion at the 1/16/2020 Hopi Tribe/ADOT Partnership Steering Committee Meeting, attached is the HSIP application & supplemental documents for the SR 264/Indian Route 4 Intersection Lighting Project. The programmed years & budget amounts for this project:

- FY21 Design: \$165,025 Federal Funds, \$31,367 Local Match (\$196,392 Project Total)
- FY22 Construction: \$353,908 Federal Funds, \$0 Local Match (\$353,908 Project Total)

Please let me know if you have any questions – take care!



Jason James | Transportation Planner

NACOG | 3130 Robert Rd., Ste A | Prescott Valley, AZ 86314

928-227-3216

Connect with us: nacog.org

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3 attachments

Hopi Tribe-SR 264 - ADOT Rev.xlsx
328K

Signed Cover Letter - Hopi Tribe.pdf
47K

SR 264 and Indian Route 4 Vicinity Map.pdf
130K



June 1, 2018

Ms. Mona Aglan-Swick, P.E.
Transportation Systems Management & Operations, Traffic Safety
Arizona Department of Transportation
1615 W. Jackson ST., MD 065R
Phoenix, AZ 85007-3217

RE: Highway Safety Improvement Program (HSIP) Project Determination and Application

COG/MPO: NACOG
Agency: Hopi Tribe
Project Name: SR 264/Indian Route 4 Intersection Lighting and
Project Location: SR 264/Indian Route 4

Dear Ms. Aglan-Swick:

The Hopi Tribe is submitting herewith a project application for State Highway Safety Improvement Program (HSIP) funding. This road safety improvement project was identified through the RSTSP network crash data screening process and meets all requirements of Title 23. The proposed request is for the installation of 8 new off-grid, solar-enhanced roadway lights in the vicinity of the SR 264/Indian Route 4 intersection and shoulder improvements. It does not include any non-infrastructure funding request. The installation of new roadway lighting and shoulders will improve safety for pedestrians in this area (which is near the Hopi Cultural Center). The installation will be done by a contractor. This project will include ground disturbing activities and anticipated utility relocations near the Hopi Cultural Center.

During the most recent five year period ending December 2016, the Tribe experienced 1 total pedestrian intersection related crashes including 1 fatal and 0 incapacitating crashes. With a Crash Reduction Factor (CRF) of 71% obtained from the ADOT 4/5 Star and CMF Clearinghouse list for all pedestrian crashes, the Tribe could see a 5-year reduction of 0.705 crashes including 0.705 fatal and 0 serious injury crashes.

The Hopi Tribe has determined that, in accordance with 23 USC 148(a)(4)(A), this project is consistent with NACOG and the State's 2014 SHSP. It supports: 1.) SHSP Emphasis Area: Nonmotorized-Users, EA Strategy: (Pedestrians) Improve sight distance and/or visibility between motor vehicles and pedestrians; 2.) SHSP Emphasis Area: Interjurisdictional, EA Strategy: Work with ADOT to incorporate data-driven strategies from local, regional, and tribal safety plans into the HSIP.
B/C Ratio = 12.4 (Element 41 in Application, Tab 2)

The Hopi Tribe has estimated the total project cost of this project to be \$550,300. Of that amount request ADOT determine if \$518,932.90 is HSIP eligible, with \$0 being non-HSIP eligible, \$31,367.10 being local match, and \$0 being Other funds. In accordance with Title 23, the Federal share for safety improvement items are eligible to be funded at 94.3% Federal share per 23 U.S.C. 120(c) as described in Code of Federal Register 23 CFR Part 924. Therefore, the Hopi Tribe proposes committing the 5.7% local match in the amount of \$31,367.10. The cost estimate in Tab 8 summarizes the anticipated cost estimate projected for this project.

RE: Highway Safety Improvement Program (HSIP) Project Determination and Application

COG/MPO:

NACOG

Agency:

Hopi Tribe

The Hopi Tribe is aware that, if funded, additional HSIP funds above the attached estimated cost are not available to pay for excess costs and that other funds whether STP, local or other will have to be provided or secured by the Hopi Tribe to cover the additional costs or the project will have to be withdrawn and resubmitted in the next call-for-projects.

The Hopi Tribe agrees to conduct and provide to ADOT TSS on a yearly basis a written before-and-after study utilizing the same crash data included in the countermeasure influence area in order to determine the effectiveness of the countermeasure on fatal and serious injury crashes.

The Hopi Tribe further understands that Federal funds can only be used once to install or upgrade either a spot or systemic countermeasure and that once installed, the Hopi Tribe will maintain the countermeasure at or above the standard to which it was installed.

If you have any questions, please contact me at 928-734-3181 or mlomayaktewa@hopi.nsn.us.

Sincerely,



Michael Lomayaktewa, Director
Hopi Department of Transportation
P.O. Box 123
Kykotsmovi, AZ 86039

Attachments: Application (excel format) to include cost estimate, vicinity map and/or list of locations
Study/RSA Reports
B/C Ratio and Crash Data

Vicinity Map

