

A G E N D A

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, TO BE HELD DECEMBER 6, 2011, AT 6:00 P.M., AT THE CITY COUNCIL CHAMBERS BUILDING, 826 NORTH MAIN STREET, COTTONWOOD, ARIZONA.

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. BRIEF SUMMARY OF CURRENT EVENTS BY MAYOR, CITY COUNCIL AND/OR CITY MANAGER--THE PUBLIC BODY DOES NOT PROPOSE, DISCUSS, DELIBERATE OR TAKE LEGAL ACTION ON ANY MATTER BROUGHT UP DURING THIS SUMMARY UNLESS THE SPECIFIC MATTER IS PROPERLY NOTICED FOR LEGAL ACTION.
- V. CALL TO THE PUBLIC--This portion of the agenda is set aside for the public to address the Council regarding an item that is not listed on the agenda for discussion. However, the Council cannot engage in discussion regarding any item that is not officially listed on the agenda for discussion and/or action (A.R.S. §38-431.02.H.) Comments are limited to a 5 minute time period.
- VI. INTRODUCTION OF NEW EMPLOYEES
- VII. APPROVAL OF MINUTES--Joint Work Session of 10/11/11, Work Session of 11/8/11, and Regular Meeting of 11/15/11.

Comments regarding agenda items are limited to a 5 minute time period per speaker.

- VIII. OLD BUSINESS--None.
- IX. CONSENT AGENDA--The following items are considered to be routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Council Member or a citizen so requests, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.
 1. NEW LIQUOR LICENSE APPLICATION FOR CHARLENE M. ZACK, OWNER OF ABBIE'S FINE FOODS AND CATERING LOCATED AT 778 N. MAIN STREET.
 2. RESOLUTION NUMBER 2616--APPROVING AN ANNUAL LIBRARY SERVICE AGREEMENT WITH THE YAVAPAI COUNTY LIBRARY DISTRICT TO PROVIDE LIBRARY DISTRICT FUNDS AND BOOKS.

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3. AWARD OF BID FOR THE PURCHASE OF TWO FULLY-EQUIPPED TAHOES TO SANDS MOTOR COMPANY IN THE AMOUNT OF \$83,985.20 FOR THE COTTONWOOD POLICE DEPARTMENT.
- X. NEW BUSINESS—The following items are for Council discussion, consideration, and possible legal action.
1. RESOLUTION NUMBER 2617—APPOINTING A MEMBER TO THE PLANNING & ZONING COMMISSION.
 2. RESOLUTION NUMBERS 2618, 2619, & 2620—APPOINTING MEMBERS TO THE BOARD OF ADJUSTMENT.
 3. REQUEST TO CHANGE THE PUBLIC WORKS DIRECTOR POSITION TO A DEVELOPMENT SERVICES OPERATIONS MANAGER AND THE STAFF ENGINEER POSITION TO A CIVIL ENGINEERING DESIGNER/DRAFTER.
 4. PUBLIC HEARING REGARDING THE SUBMISSION OF AN APPLICATION TO THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR FEDERAL TRANSIT ADMINISTRATION (SECTION 5311) FUNDING FOR THE CAT AND VERDE LYNX TRANSPORTATION SYSTEMS.
 5. RESOLUTION NUMBER 2621—AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR FEDERAL TRANSIT ADMINISTRATION (SECTION 5311) FUNDING FOR THE CAT AND VERDE LYNX TRANSPORTATION SYSTEMS.
 6. ACCEPTANCE OF THE DEDICATION OF A PUBLIC RIGHT-OF-WAY FROM THE COTTONWOOD-OAK CREEK SCHOOL DISTRICT FOR THE WEST MINGUS AVENUE RECONSTRUCTION PROJECT.
 7. ACCEPTANCE OF AN EASEMENT FROM MARY PATRICIA PARKER FOR THE WEST MINGUS AVENUE RECONSTRUCTION PROJECT.
 8. ACCEPTANCE OF AN EASEMENT FROM GREG AND ELIZABETH TESTA FOR THE WEST MINGUS AVENUE RECONSTRUCTION PROJECT.
 9. PURCHASE AGREEMENT WITH THE CRAIG EDWARD HOFFBAUER AND JANICE ELAINE HOFFBAUER REVOCABLE FAMILY TRUST FOR PUBLIC RIGHT-OF-WAY FOR THE WEST MINGUS AVENUE RECONSTRUCTION PROJECT.
 10. LIBRARY GRANT VIRTUAL WORKFORCE WORKSTATION COMPUTER AND LASER PRINTER STATE OF ARIZONA - STATE LIBRARY ARCHIVES AND PUBLIC RECORDS DIVISION
- XI. CLAIMS & ADJUSTMENTS

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XII. ADJOURNMENT

Pursuant to A.R.S. § 38-431.03.(A) the Council may vote to go into executive session on any agenda item pursuant to A.R.S. § 38-431.03.(A)(3) Discussion or consultation for legal advice with the attorney or attorneys of the public body.

The Cottonwood Council Chambers is accessible to the disabled in accordance with Federal "504" and "ADA" laws. Those with needs for special typeface print or hearing devices may request these from the City Clerk (TDD 634-5526.) All requests must be made 24 hours prior to the meeting.

Members of the City Council will attend either in person or by telephone conference call.

Notice is hereby given that pursuant to A.R.S. §1-602.A.9 , subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recording. Parents in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: December 6, 2011

Subject: New Liquor License Application for Charlene M. Zack (Abbie's Fine Foods and Catering).

Department: City Clerk

From: Marianne Jiménez, City Clerk

REQUESTED ACTION

Council consideration of recommending approval or denial of a new Liquor License Application for Charlene M. Zack for Abbie's Fine Foods and Catering located at 778 North Main Street.

If the Council desires to approve this item the recommended motion is:

"I move to recommend approval of the new liquor license application for Charlene Zack for Abbie's Fine Foods and Catering located at 778 North Main Street."

BACKGROUND

A new Liquor License Application was received from the Arizona Department of Liquor Licenses & Control for Charlene M. Zack, owner of Abbie's Fine Foods and Catering located at 778 North Main Street in Old Town Cottonwood. No comments for or against the application have been received.

JUSTIFICATION/BENEFITS/ISSUE

All Liquor License applications that are submitted to the Arizona Department of Liquor Licenses & Control (ADLLC) for establishments located within the City of Cottonwood are presented to the Council for its recommendation of approval or denial of the application. The Council's recommendation is taken into consideration by the ADLLC prior to their final approval of the application.

REVIEWED BY:

City Manager: _____ City Attorney: _____

ATTACHMENTS

- Copy of the Liquor License Application for Charlene M. Zack.

Arizona Department of Liquor Licenses and Control
 800 West Washington, 5th Floor
 Phoenix, Arizona 85007
 www.azliquor.gov
 602-542-5141

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- MORE THAN ONE LICENSE
- INTERIM PERMIT *Complete Section 5*
- NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*
- PERSON TRANSFER (Bars & Liquor Stores ONLY)
Complete Sections 2, 3, 4, 11, 13, 15, 16
- LOCATION TRANSFER (Bars and Liquor Stores ONLY)
Complete Sections 2, 3, 4, 12, 13, 15, 16
- PROBATE/WILL ASSIGNMENT/DIVORCE/DECREE
Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
- GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

SECTION 2 Type of ownership:

- J.T.W.R.O.S. *Complete Section 6*
- INDIVIDUAL *Complete Section 6*
- PARTNERSHIP *Complete Section 6*
- CORPORATION *Complete Section 7*
- LIMITED LIABILITY CO. *Complete Section 7*
- CLUB *Complete Section 8*
- GOVERNMENT *Complete Section 10*
- TRUST *Complete Section 6*
- OTHER (Explain) _____

SECTION 3 Type of license and fees LICENSE #(s):

1. Type of License(s): RESTAURANT 12 12133504
 2. Total fees attached: \$ 148.00 Department Use Only

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
 The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. ZACK CHARLENE MARIE
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: ABBIE'S KITCHEN LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: ABBIE'S FINE FOODS AND CATERING
(Exactly as it appears on the exterior of premises)
4. Principal Street Location: 778 N. MAIN ST. COTTONWOOD YAVAPAI 86326
(Do not use PO Box Number) City County Zip
5. Business Phone: 928-634-3300 Daytime Contact: 928-634-9739
6. Is the business located within the incorporated limits of the above city or town? YES NO
7. Mailing Address: 778 N. MAIN ST. COTTONWOOD AZ 86326
City State Zip
8. Price paid for license only bar, beer and wine, or liquor store: Type 12 \$ 148.00 Type _____ \$ _____

DEPARTMENT USE ONLY

Fees: 100.00 Application 48.00 Interim Permit 0.00 Agent Change 0.00 Club 0.00 Finger Prints \$ 148.00
TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO

Accepted by: JB Date: 10-24-11 Lic. # 12133504

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. _____
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
(Print full name)
 MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

State of _____ County of _____

X _____
(Signature)

The foregoing instrument was acknowledged before me this

My commission expires on: _____

_____ day of _____,
 Day Month Year

(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

2. Is any person, other than the above, going to share in the profits/losses of the business? YES NO
 If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

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SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

- CORPORATION Complete questions 1, 2, 3, 5, 6, 7, and 8.
 L.L.C. Complete 1, 2, 4, 5, 6, 7, and 8.

1. Name of Corporation/L.L.C.: ABBIE'S KITCHEN LLC
 (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 12/16/10 State where Incorporated/Organized: ARIZONA
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: L - 1647371 - 5 Date authorized to do business in AZ: 12/21/10
5. Is Corp./L.L.C. Non-profit? YES NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
ASHFORD	ABBIE	ALYCE	MEMBER	2 STARDUST LANE SEDONA AZ	86336
ZACK	CHARLENE	MARIE	MEMBER	PO BOX 1026 JEROME AZ	86331

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
ASHFORD	ABBIE	ALYCE	50%	2 STARDUST LANE SEDONA AZ	86336
ZACK	CHARLENE	MARIE	50%	PO BOX 1026 JEROME AZ	86331

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners. *N/A*

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
 (Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? YES NO
3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

- 1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
- 2. Assignee's Name: _____
Last First Middle
- 3. License Type: _____ License Number: _____ Date of Last Renewal: _____
- 4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

- 1. Governmental Entity: _____
- 2. Person/designee: _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by **CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).**

- 1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
- 2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)
- 3. Current Business Name: _____
(Exactly as it appears on license)
- 4. Physical Street Location of Business: Street _____
City, State, Zip _____
- 5. License Type: _____ License Number: _____
- 6. If more than one license to be transferred: License Type: _____ License Number: _____
- 7. Current Mailing Address: Street _____
(Other than business) City, State, Zip _____
- 8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
- 9. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.
- 10. I, _____, hereby authorize the department to process this application to transfer the
(print full name)
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.
- I, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

My commission expires on: _____

Day Month Year

(Signature of NOTARY PUBLIC)

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SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)
APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

1. Current Business: Name _____
 (Exactly as it appears on license) Address _____
2. New Business: Name _____
 (Physical Street Location) Address _____
3. License Type: _____ License Number: _____
4. If more than one license to be transferred: License Type: _____ License Number: _____
5. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: _____ ft. Name of school _____
 Address _____
 City, State, Zip _____

2. Distance to nearest church: _____ ft. Name of church _____
 Address _____
 City, State, Zip _____

3. I am the: Lessee Sublessee Owner Purchaser (of premises)

4. If the premises is leased give lessors: Name _____
 Address _____
 City, State, Zip _____

4a. Monthly rental/lease rate \$ _____ What is the remaining length of the lease ___ yrs. ___ mos.

4b. What is the penalty if the lease is not fulfilled? \$ _____ or other _____
 (give details - attach additional sheet if necessary)

X What is the total business indebtedness for this license/location excluding the lease? \$ 69,84.39
 Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
AMERICAN	EXPRESS		12,648.21	PO Box 981535	EL PASO TX	79888-1535
BANK of	America		13,740.82	PO Box 982238	EL PASO TX	79888-2238
Chase Bank	Credit Line		35,000.00	AMENDMENT HWY 89 A COTENWOOD LN # 86326 PO BOX 366 CLARKDALE AZ 86324		
Heath	Judith		8,453.36			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

X What type of business will this license be used for (be specific)? FINE DINING RESTAURANT & CATERING

SECTION 13 - continued

- Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.
- Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO
- Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:
License # _____ (exactly as it appears on license) Name _____

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
If yes, give the name of licensee, Agent or a company name: _____ and license #: _____
Last First Middle
2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01, and complete SECTION 6 of this application.
3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
4. As stated in A.R.S. § 4-205.02 G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

applicant's signature

As stated in A.R.S. § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

applicant's initials

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SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check ALL boxes that apply to your business:
 - Entrances/Exits Liquor storage areas Patio: Contiguous
 - Service windows Drive-in windows Non Contiguous
2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
If yes, what is your estimated opening date? _____
month/day/year
3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #0 above).
5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

AMENDMENT

applicant's initials

SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?

YES NO If yes, attach explanation.

Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO

9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:

License # _____ (exactly as it appears on license) Name _____

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
If yes, give the name of licensee, Agent or a company name:

_____ and license #: _____
Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.

3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.

4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant/Motel Records Required for Audit (form LIC 1013) with this application.

Charlene Back
applicant's signature

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

CZ
applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check ALL boxes that apply to your business:

Entrances/Exits Liquor storage areas Patio: Contiguous
 Service windows Drive-in windows Non Contiguous

2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
If yes, what is your estimated opening date? _____

month/day/year

3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.

4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).

5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

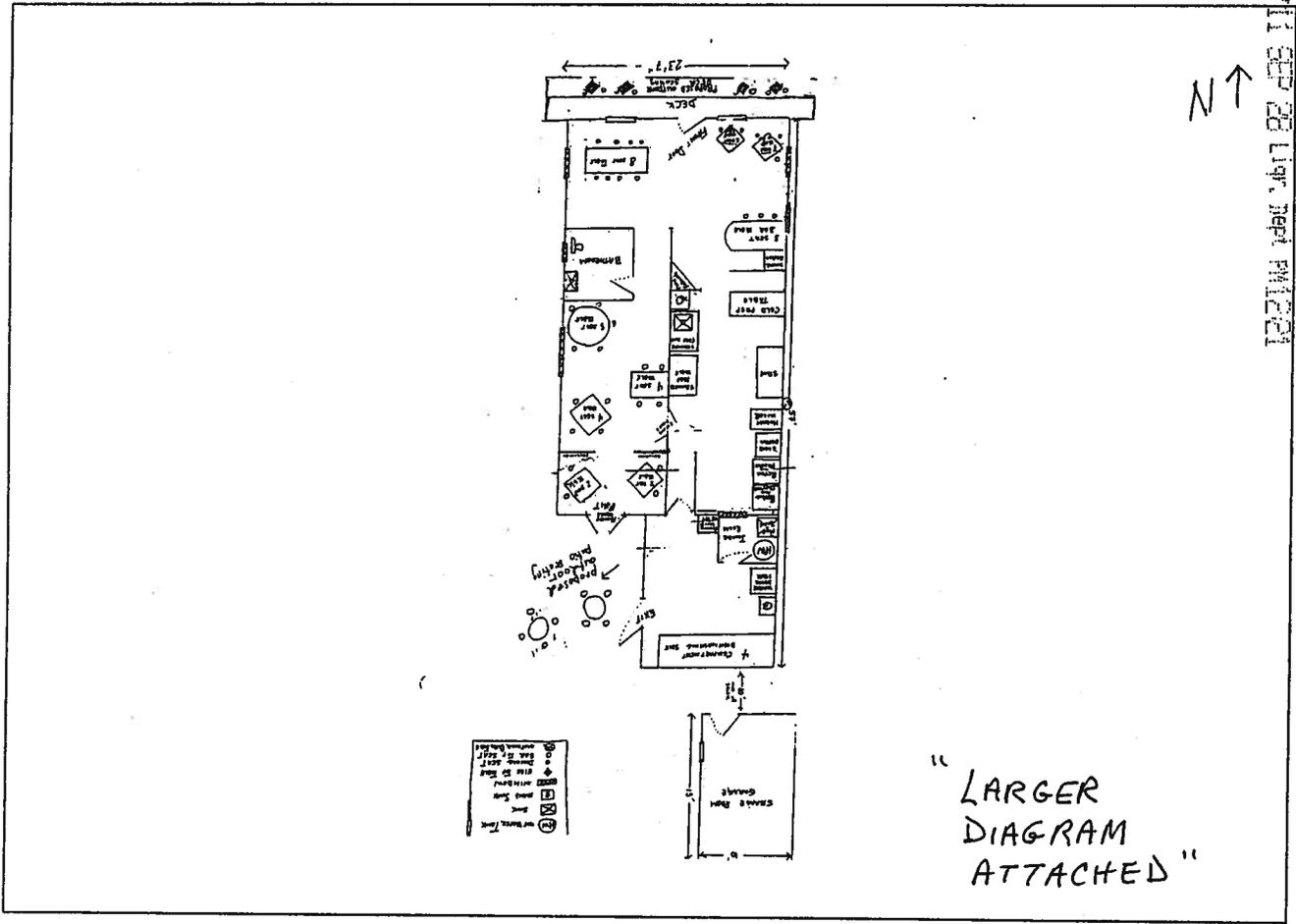
As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

CZ
applicants initials

SECTION 15 Diagram of Premises

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



SECTION 16 Signature Block

I, CHARLENE MARIE ZACK, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

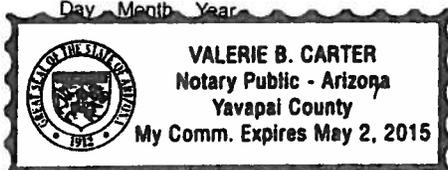
x *Charlene Zack*
(signature of applicant listed in Section 4, Question 1)

State of AZ County of YAVAPAI

The foregoing instrument was acknowledged before me this 26th of SEPT, 2011.
Day Month Year

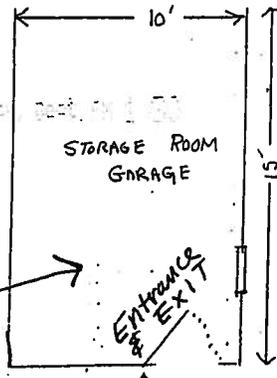
My commission expires on: 02 05 2015
Day Month Year

Valerie B. Carter
signature of NOTARY PUBLIC



ATTACHMENT

LIQUOR STORAGE



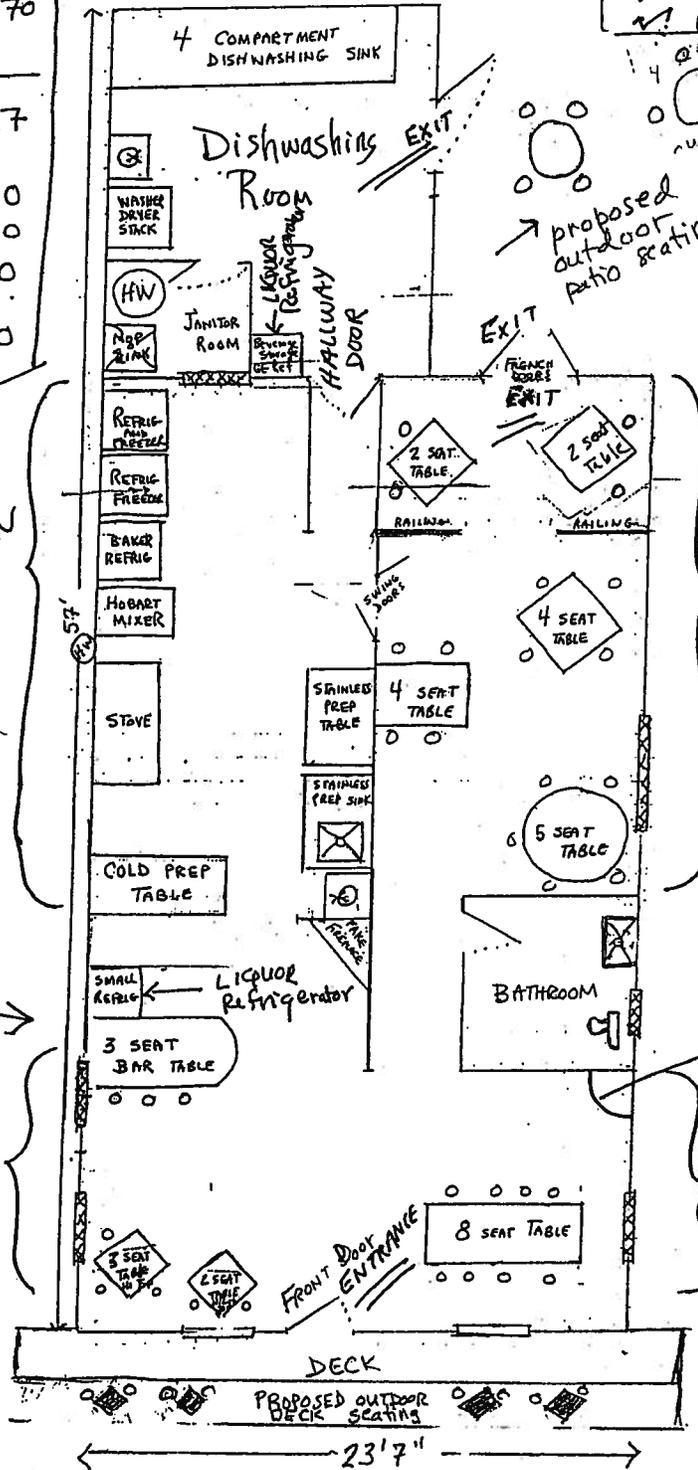
Legend:

- (HW) HOT WATER TANK
- [SINK] SINK
- [R] HAND SINK
- [X] WINDOW
- [◇] HIGH TOP TABLE
- [●] DINING SEAT
- [○] BAR TOP SEAT
- [⊗] OUTDOOR PATIO TABLE

- EXIT Back Door ①
- EXIT French Doors ①
- Entrance Front Door
- Entrance/Exit Garage ①

SQUARE FOOT USAGE

TOTAL Bldgs	1,345.70
DINING ROOM	537.7
KITCHEN	330.0
BATHROOM	25.0
DISHWASHING	224.0
STORAGE BAR & GARAGE FOR LIQUOR & Refrigerator in Dish Room & BAR	229.0



proposed outdoor patio seating

KITCHEN

DINING ROOM

LIQUOR STORAGE UNDER BAR

DINING ROOM

DINING ROOM

16" D x 26" W x 6" H WINE STORAGE IN WINE RACK 3#

11 SEP 28 09: Dept PM1222

N

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W. Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141



RESTAURANT OPERATION PLAN

LICENSE # AND 2113804

11 SEP 28 11:47 AM '21

1. List by Make, Model and Capacity of your:

Grill	
Oven	
Freezer	See attached Equipment list
Refrigerator	
Sink	
Dish Washing Facilities	
Food Preparation Counter (Dimensions)	
Other	

2. Print the name of your restaurant: ABBIE'S FINE FOODS AND CATERING

3. Attach a copy of your menu (Breakfast, Lunch and Dinner including prices).

4. List the seating capacity for:

- a. Restaurant area of your premises [46] 30 indoor seats
16 proposed outdoor
- b. Bar area of your premises [+ 3]
- c. Total area of your premises [49]

5. What type of dinnerware and utensils are utilized within your restaurant?

- Reusable
- Disposable

6. Does your restaurant have a bar area that is distinct and separate from the restaurant seating? (If yes, what percentage of the public floor space does this area cover). Yes 2 % No

7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar, cocktail tables or game area.) 50 %

*Disabled individuals requiring special accommodations, please call (602) 542-9027

11 SEP 28 11:47 AM Dept PW12:21

Restaurant Operation Plan
 Abbie's Kitchen LLC
 Equipment List

Item #	Quantity	Equipment Description	Model Number	Serial Number	Dimensions
1	1	Under Counter GE Refrigerator	WMR04BAPBB	GH310897	20" W x 32"H x 20" D
2	1	Cold Prep Table W/Condenser Evap System	85035774	969237	67.25"W x 69.25"H x 32.5"D
3	1	Carter Hoffman Baker Refrigerator	PHB-450A	162295-80200-6001-30-D-24	28.5"W x 74"H x 30"D
4	2	Cold Tech 2 Door Cooler Freezer w/Condenser Evap System	J25SRF-20B	#1: RF200408102 #2: RF200408113	28.5"W x 76"H x 32"D
5	1	Hobart Table Mixer Sitting on 2' W x 3' D x 2' H Stainless Rolling Rack	A200	11-131-211	
6	1	Garland 6 Burner with 24" Griddle, Convection Oven and Regular Oven	G60-6R24RR	N/A	59"W x 51"H x 31.25"D
7	1	Stainless Steel Prep Table	N/A	N/A	48"W x 30"D x 40"H
8	1	Stainless Steel Prep Sink	N/A	N/A	46"W x 30"D x 34"H
9	1	4 Compartment Stainless Steel Dishwashing Sink with 2 Hot Cold Faucets	N/A	N/A	12"W x 70"H x 33"D
10	1	Maytag Stack Washer/Dryer	PMLE2000AYW PMHS2000AWW	S80115164GG A6823948GG	27"W x 28"D x 73"H
11	1	General Electric 2 Door Refrigerator with Freezer	TBF 22DCC	GM571401	34"W x 29"D x 66"H
12	2	Hand Sink	N/A	N/A	12"W x 16"D x 12"H
13	1	Mop Sink	N/A	N/A	20"W x 16"D x 6"H

8. Does your restaurant contain any games or television? Yes No
If yes, specify what types and how many of each type (Televisions, Pool tables, Video Games, Darts, etc).
NONE

9. Do you have live entertainment or dancing? Yes No
(If yes, what type and how often?)
SOFT ACOUSTICAL MUSIC - CELLO PLAYER, ACOUSTIC GUITAR
2-4 NIGHTS WEEK RANDOMLY FROM ABOUT 6PM TO 9PM
SOFT BACKGROUND DINING MUSIC

11 SEP 2011 4:19 PM

10. Use space below or attach a list of employee positions and their duties to fully staff your business.
CHEF - MAIN COOK - OCCASIONAL SERVING
SOUS CHEF - ASSISTANT COOK & OCCASIONAL WAITER
WAITER - WAIT ON TABLES & BUS & SERVE ALCOHOL
DISHWASHER / JANITOR - HAND WASH DISHES & CLEAN RESTAURANT
HOSTESS - SEAT GUESTS & BUS & OCCASIONAL SERVING

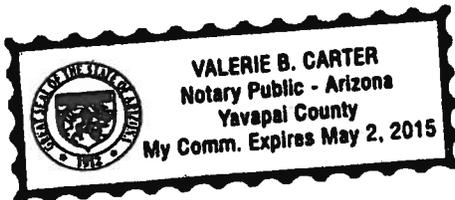
I, CHARLENE MARIE ZACK, hereby declare that I am the APPLICANT filing this application. I have
(Print full name)
read this application and the contents and all statements true, correct and complete.

X *Charlene Zack*
(Signature of APPLICANT)

State of AZ County of YAVAPAI
The foregoing instrument was acknowledged before me this
26th day of SEPT, 2011
Day of Month Month Year

My commission expires on: 05.02.2015

Valerie B. Carter
(Signature of NOTARY PUBLIC)



City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: December 6, 2011

Subject: Council Authorization - Yavapai County Free Library District Library Service Agreement

Department: Community Services - Library

From: Richard Faust, Community Services General Manager

REQUESTED ACTION

Approval by resolution of a service agreement between the Yavapai County Free Library District (“District”) and the City of Cottonwood (“City”). This is an annual agreement through which the District provides the City with funds for library materials, services and operating expenses. Under this year’s agreement, the City will receive two payments totaling \$210,127.38.

If the Council desires to approve this item the suggested motion is:

“I move to approve Resolution 2616 authorizing the City to enter into the annual Library Service Agreement with the Yavapai County Free Library District for FY 2012.”

BACKGROUND

The attached Library Service Agreement is an annual agreement between the District and the City through which the District provides the City with funds for library materials, services and operating expenses. Under this year’s agreement, the City will receive two payments totaling \$210,127.38, to be used by the City as follows:

- \$165,506.00 for Library Services
- \$40,000.00 for Library Materials
- \$4,621.38 for RFID (Radio Frequency Identification) Technology

JUSTIFICATION/BENEFITS/ISSUES

The annual Library Services Agreement provides significant funding for the City’s public library, which serves County residents throughout the Verde Valley.

COST/FUNDING SOURCE

A total of \$210,127.38 will be paid to the City by the District.

REVIEWED BY

City Manager: _____

City Attorney: _____

ATTACHMENTS

- Yavapai County Free Library District – Library Service Agreement (4 Pages)

YAVAPAI COUNTY FREE LIBRARY DISTRICT
LIBRARY SERVICE AGREEMENT

This agreement is entered into between the **YAVAPAI COUNTY FREE LIBRARY DISTRICT**, hereinafter referred to as the "District," and the **City of Cottonwood**, hereinafter referred to as the "City," and shall be for a period commencing July 1, 2011 to June 30, 2012.

WHEREAS, the Yavapai County Board of Supervisors has established a County Library District, pursuant to A.R.S. 48-3901, on June 1, 1987; and

WHEREAS, the District has an agreement with the Department of Library, Archives and Public Records of the State of Arizona, hereinafter referred to as the "State Library," to provide library services within Yavapai County and the State of Arizona; and

WHEREAS, the District and the City recognize the need to cooperate in the provision of library services to the citizens of the District; and

WHEREAS, the City has taken action and officially notified the District that it desires to be a part of the District, and therefore is entitled to the benefits of the District; and

WHEREAS, the City operates and maintains a library and the District desires to contract with the City for library services for the benefit of the citizens of the District; and

NOW THEREFORE, IT IS AGREED by and between the District and the City as follows:

1. Equal access and use of the library facilities and services shall be made available to all citizens of the County.
2. The City and the District shall cooperate in planning and implementing resource sharing activities acceptable to the District and the City.
3. All library materials purchased with District funds are the property of the City.
4. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the City remain the sole responsibility of the City.

5. Except as expressly specified in this agreement, the District shall save, hold harmless and indemnify the City and the City's officials, employees and agents against all expenses, liabilities and claims of every kind arising from any intentional or negligent act or omission by the District or the District's officials, employees and agents.
6. Except as expressly specified in this agreement, the City shall save, hold harmless and indemnify the District and the District officials, employees and agents against all expenses, liabilities and claims of every kind arising from any intentional or negligent act or omission by the City or the City's officials, employees and agents.
7. The City agrees to the following conditions:
 - A. Required monthly statistics are maintained and submitted to the District within five **(5)** calendar days of the month's end.
 - B. The annual Arizona State Library Data Report is submitted to the District as required by the State Library.
 - C. Resource sharing is supported by participating in interlibrary loan services as a borrower and lender of library materials.
 - D. District funds are used specifically and solely for library materials, services and operating expenses. District funds may not be accumulated from year to year. An annual written accounting shall be made to the District describing the manner and use of District funds as required by the District.
 - E. The City is responsible for all terms and conditions of this agreement. District funds may not be transferred to any other agency without prior written agreement with the District.
8. The District will provide the following benefits and support services to the library:
 - A. Professional assistance and consultation services.
 - B. Continuing education opportunities for staff and volunteers.
 - C. Coordination of county-wide library services.

9. The City and the District acknowledge that the services to be performed by the City have a value to the District and to the City. In consideration of that value, the District agrees to provide financial resources for the operation of the Cottonwood Public Library as follows:
 - To pay the City the amount of **\$210,127.38** in two (2) installments: **\$107,374.38** in November and **\$102,753.00** in May: **\$165,506.00** for library services, **\$40,000.00** for library materials and **\$4,621.38** for RFID Technology.
10. This agreement may be renewed from year to year by mutual agreement of the parties and stipulation as to the consideration to be paid as between the parties.
11. This agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.
12. Pursuant to A.R.S. Section 38-511, the City may cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the City is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. In the foregoing event, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this agreement on behalf of the City from any other party to the agreement arising as a result of this agreement.
13. The parties shall comply with Executive Order #99-4 (dated January 29, 1998) concerning non-discrimination in employment.
14. The parties agree that it is their intention that this Agreement be effective on and from July 1, 2011, even if the date varies from the dates of actual signature.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officials on the aforementioned date.

CITY OF COTTONWOOD

YAVAPAI COUNTY FREE LIBRARY DISTRICT

Mayor

Chairman, Board of Directors

ATTEST:

ATTEST:

City Clerk

Clerk of the Board

Date

Date

Pursuant to A.R.S. Section 11-952(B)&(D), the foregoing agreement has been reviewed by the undersigned attorney for the City, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to the City.

City Attorney

Pursuant to A.R.S. Section 11-952(B)&(D), the foregoing agreement has been reviewed by the undersigned attorney for the Yavapai County Library District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to Yavapai County.

Deputy County Attorney

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: December 06, 2011

Subject: Award of bid for two police vehicles

Department: Police

From: Commander Gary Eisenga

REQUESTED ACTION

The Cottonwood Police Department requests City Council to award the bid to Sands Motor Company for the purchase of two police vehicles in the amount of \$83,985.20.

Suggested Motion: I move that the Cottonwood City Council award the bid for the purchase of two fully-equipped Police Tahoes to Sands Motor Company in the amount of \$83,985.20.

BACKGROUND

In 2010-2011 the police department did not request any new police vehicles. However, in an attempt to preserve our quality vehicle fleet, this fiscal year CPD is requesting the purchase of two new patrol vehicles. Currently our newest Tahoe's are 2008 model year. We will be receiving the 2012 model with this purchase. Cottonwood Police Department, through the Purchasing Department, sent an Invitation for Bid for the purchase and build-out of two Police SUVs. Four dealers responded to the request. Sands Motor Company returned the lowest bid for the Chevrolet Tahoe.

JUSTIFICATION/BENEFIT/ISSUES

In an ongoing effort to maintain the quality of our vehicle fleet, the police department budgeted for the purchase of two new vehicles. Sands Motor Company returned the lowest bid for two Chevrolet Tahoe Police Patrol Vehicles (PPV). The Tahoe PPV is consistent with what is currently in use at the police department. It has proven to be a very good vehicle for police use. The complete build out will allow for the vehicle to be ready for police use almost as soon as it arrives.

COST/FUNDING SOURCE

Two fully equipped (lights, siren, radio, etc.) vehicles will cost \$83,985.20. This will be a capital purchase item.

REVIEWED BY

City Manager: _____

City Attorney: _____

ATTACHMENTS

Sands Motor Company Technical Specifications.

**TECHNICAL SPECIFICATIONS
TWO-WHEEL DRIVE POLICE PATROL VEHICLE FULL SIZE SUV**

AS QUOTED BY SANDS MOTOR COMPANY (CHEVROLET)

Section 1

Line Item	Description	Qty.	Cost
1.	2011 or current model police package full size SUV, 2WD Police Patrol Vehicle	1	\$ <u>25,094.50</u>
2.	Preferred equipment group	1	\$ <u>0.00</u>
3.	Dual battery package with color coded function labeled wiring harness and Power Tamer	1	\$ <u>731.70</u>
4.	Paint: Black and white per City of Cottonwood drawing (attached)	1	\$ <u>1,350.00</u>
5.	Left side spot light	1	\$ <u>391.00</u>
6.	Remote keyless entry with 2 additional keys, 1 additional remote	1	\$ <u>66.00</u>
7.	Driver and passenger padded, adjustable arm rests external mount	4	\$ <u>N/A</u>
	Patrol Vehicle Sub Total		\$ <u>27,633.20</u>

Section 2 (to be completed by bidder)

1. Engine: 5.3L V8 SFI Flexfuel with Active Fuel Management
2. EPA mileage estimate: 15 MPG city; 21 MPG highway
3. Transmission: 6-speed automatic
4. Airbags: Dual-stage frontal, head curtain, side-impact driver and passenger
5. Tires: P265/60R17 all season police v-rated
6. Spare tire: P265/60R17 all season police v-rated
7. Brake System: 4 wheel antilock; 4 wheel disc
8. Stability/Traction Control: StabiliTrak, Stability Control System
9. Manufacturer's recommended service schedule (attach separately): Included in driver's manual
10. List components of preferred equipment group (attach separately): Attached copy

UPFITTING

Line Item	Description	Qty.	Cost
1.	Federal Signal "VALOR" LED light bar (or equal) flashing LED modules, with two takedown lights, two alley lights.	1	\$ <u>1,875.95</u>
2.	Contoured console with two drink holders, three power points. Must accommodate Motorola CDM1250 radio. Includes magnetic microphone mounting clip. Console will have face plates, cutouts or other means of accommodating controllers for radios, lights, siren / PA system controller and Panasonic Arbitrator.	1	\$ <u>470.82</u>
3.	Swiveling, locking, sliding (four motion) MDC stand with docking station separate from the console, prewired to accept Panasonic Tough Book computer (computer supplied by City) with 12 V power adaptor (cigar plug, 80 watt output) and software.	1	\$ <u>1,137.37</u>
4.	Park Kill module.	1	\$ <u>26.48</u>
5.	Whelen Vertex lights 1 red, 1 blue, rear facing on hatch when opened	1	\$ <u>134.40</u>
6.	Federal Signal Smart Siren w/ mounting bracket	1	\$ <u>616.00</u>
7.	Federal Signal 100 watt siren speaker. Push bumper mounted.	1	\$ <u>169.46</u>
8.	Push bar / push bumper	1	\$ <u>232.58</u>
9.	Push bar lighting: 4 Federal Signal LEDs, red and blue	1	\$ <u>230.50</u>
10.	Soundoff 4 Corner LED lights (3 red, 1 blue), headlights and taillights	1	\$ <u>230.72</u>
11.	Federal Signal 3600 LED side marking lights	1	\$ <u>153.26</u>
12.	LED light stick, rear bumper mounted with flasher	1	\$ <u>235.24</u>
13.	LED red / white dome light mounted in drivers compartment	1	\$ <u>35.39</u>
14.	LED red / white dome light mounted in cargo compartment	1	\$ <u>35.39</u>
15.	Headlight and taillight flashers (wig wag)	1	\$ <u>32.26</u>
16.	Radio antennae with rain caps	2	\$ <u>47.54</u>
17.	Microphone extension cable kit for Smart Siren	1	\$ <u>0.00</u>
18.	Secure idle system	1	\$ <u>111.44</u>
19.	Flashlight cradle for Pelican 8060 LED flashlight	1	\$ <u>104.20</u>
20.	Single gun rack for AR15 positioned on passenger side, handcuff keyed lock	1	\$ <u>165.20</u>

Line Item	Description	Qty.	Cost
21.	Motorola external radio speaker w/ 25' radio coax cable kit, w/ FME connector and No Mount Antenna	1	\$ <u>79.31</u>
22.	Larsen Tri-Band antenna (max = 75) (radio antenna mast)	1	\$ <u>19.57</u>
23.	Raptor RP-1 Radar, Dual Ka-band antenna, directional and same lane mode (use AZ State contract price)	1	\$ <u>1,695.00</u>
24.	Rear prisoner safety seat with seat belts, including rear cargo cage, prisoner barrier.	1	\$ <u>763.84</u>
25.	Rear window bars with ABS door panels	1	\$ <u>139.43</u>
26.	AGP100-SU-9, AP-Navigator GPS receiver with cell antenna, white with 3M adhesive mounting, TNC and USB connections (GPS & cell antenna for MDC)	1	\$ <u>273.00</u>
27.	Passenger side airbag cutoff switch with remote status light	1	\$ <u>211.68</u>
28.	Motorola CDM1250-VHF mobile radio with palm mic, bracket, power cable, replaceable button package, 64 channel, 24-45 watts, 146-174 MHz with two (2) year warranty, including installation.	1	\$ <u>572.25</u>
29.	16 pin accessory kit (radio rebroadcast connector)	1	\$ <u>34.13</u>
30.	Motorola external speaker (radio external speaker), installed	1	\$ <u>50.00</u>
31.	All scratch resistant Polycarbonate on top with a sliding center section and recessed storage panel vehicle partition for SUV. Note: center opening has an expanded metal covering for extra officer protection.	1	\$ <u>480.48</u>
32.	Installation, shop supplies	1	\$ <u>1,195.90</u>
Patrol Vehicle Upfitting Sub Total			\$ <u>11,558.79</u>
Patrol Vehicle Total (Vehicle Subtotal + Upfitting Subtotal)			\$ <u>39,191.99</u>
Tire Tax			\$ <u>5.00</u>
Sales Tax			\$ <u>2,795.61</u>
Patrol Vehicle Grand Total			\$ <u>41,992.60</u>

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: December 6, 2011

Subject: Resolution Number 2717 – Appointing a Member to the Planning and Zoning Commission

Department: Community Development

From: George Gehlert, Director

REQUESTED ACTION

Appointment of one (1) Planning and Zoning Commission member.

If the Council desires to approve this item the recommended motion is:

“I move to approve Resolution Number 2717 appointing Raymond Cox a member of the city’s Planning and Zoning Commission for a three year term expiring December 31, 2014.”

BACKGROUND

The commission term for the seat currently held by Ray Cox expires 12-31-11. Mr. Cox has expressed a desire to be re-appointed. Although we have advertised the opening, there have been no other applicants. Mr. Cox is a local architect.

The Zoning Ordinance requires that each member be a resident of the City of Cottonwood, “and that at least two (2) members “shall be qualified by design-related background, training or experience, including architecture, landscape architecture, interior design, planning, fine arts or other design-related background.”

The other P&Z seats are currently held by:

- | | |
|-----------------------------|------------------------|
| • Edmund Kiyler (Chair) | Term Expires: 12-31-13 |
| • Diane Lovett (Vice-Chair) | Term Expired: 12-31-12 |
| • Judd Wasden | Term Expires: 12-31-13 |
| • Jean Wilder | Term Expires: 12-31-13 |
| • Robert Williams | Term Expires: 12-31-12 |
| • Donald Speer | Term Expires: 12-31-13 |

JUSTIFICATION/BENEFITS/ISSUE

The Council has the option to make the appointment at this time, or continue to seek applicants for an extended period.

REVIEWED BY:

City Manager: _____ City Attorney: _____

ATTACHMENTS

- Application/resume
- Resolution Number 2717

RESOLUTION NUMBER 2617

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPOINTING RAYMOND COX A MEMBER OF THE PLANNING AND ZONING COMMISSION AND ESTABLISHING HIS TERM OF OFFICE.

WHEREAS, the term of Raymond Cox as a member of the Planning and Zoning Commission expires December 31, 2011, and;

WHEREAS, it therefore is necessary to appoint a new member to said Planning and Zoning Commission to maintain the requisite number of seven members.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA:

THAT, Raymond Cox, a resident of the City of Cottonwood is hereby appointed a member of the Planning and Zoning Commission of the City of Cottonwood for a three-year term expiring December 31, 2014.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 6TH DAY OF DECEMBER 2011.

Diane Joens, Mayor

ATTEST:

Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

Steven B. Horton, Esq.
City Attorney



CITY OF COTTONWOOD
 816 NORTH MAIN STREET
 COTTONWOOD, AZ 86326
 Phone (928) 634-0060 x217
 Fax (928) 634-3727
 Revised January 11, 2010

APPLICATION FOR Planning & Zoning
 (BOARD/COMMISSION/COMMITTEE)

NAME Cox Raymond E
 (Last) (First) (Middle)

MAILING ADDRESS 2310 W. High Country Dr. Cottonwood AZ 86326
 (Route or Box) (City) (State) (Zip)

STREET ADDRESS Same
 (Number & Street) (City) (State) (Zip)

HOME PHONE 928-649-6009 WORK/MESSAGE PHONE 649-6009

EMAIL ADDRESS: rcox@coxdenvergo.com

PLEASE TYPE OR PRINT CLEARLY IN INK ONLY.

Professional Memberships, Registrations, Licenses, Etc. Architect, licensed by
State of Arizona, member American Institute of Architects,
President, Arizona chapter Grand Canyon Chapter, AZAA.
Member Steering Committee Sustainable Arizona, member
Verde Valley Wine Consortium.

Education Bachelors of Architecture (5 yr degree) The University
of Texas, Austin, Tx School of Architecture

Work Experience 30+ years in the practice of Architecture.

Application for (Board/Commission/Committee)

Page 2

Please describe your qualifications for serving on Board/Commission/Committee: As an Architect,
working with clients on projects, I have a firm
grasp of Planning and Zoning and those effects
on the built environment and streetscape.

List any community service organizations or projects you have been involved with (include a brief description of activities):

The Verde Valley Wine Consortium with help support the
developing wine industry in Verde Valley and Arizona.

Have you ever been convicted of, or pled "no contest" to any crime, including any convictions that were later set aside or expunged? _____ YES NO

Does the City of Cottonwood employ any relative of yours? _____ YES NO

Are you currently a resident of Cottonwood? If so, how long have you been a resident of the City?

yes, resident since July, 2003

Signature

Raymond Cox

Date

18 November 2011

NOTE: All applicants are strongly encouraged to attend the Council meeting at which their application will be considered. It is important for Council members to be able to assess applicants' qualifications and backgrounds during the selection process, and be able to ask questions for clarification.

Generally, the Council will conduct a brief interview process during the Council meeting.

Council meetings are held the first and third Tuesday of every month. Council agendas can be found under the City Council tab on the City website: www.cottonwoodaz.gov.



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APPLICATION FOR Planning & Zoning
 (BOARD/COMMISSION/COMMITTEE)

NAME Cox Raymond E
 (Last) (First) (Middle)

MAILING ADDRESS 2310 W. High Country Dr. Cottonwood AZ 86326
 (Route or Box) (City) (State) (Zip)

STREET ADDRESS Same
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PLEASE TYPE OR PRINT CLEARLY IN INK ONLY.

Professional Memberships, Registrations, Licenses, Etc. Architect, licensed by
State of Arizona, member American Institute of Architects,
President, Arizona chapter Grand Canyon Chapter, AZAA,
Member Steering Committee Sustainable Arizona, member
Verde Valley Wine Consortium.

Education Bachelors of Architecture (5 yr degree) The University
of Texas, Austin, Tx School of Architecture

Work Experience 30+ years in the practice of Architecture.

Application for (Board/Commission/Committee)

Page 2

Please describe your qualifications for serving on Board/Commission/Committee: As an Architect,
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grasp of Planning and Zoning and those effects
on the built environment and streetscape.

List any community service organizations or projects you have been involved with (include a brief description of activities):

The Verde Valley Wine Consortium with help support the
developing wine industry in Verde Valley and Arizona.

Have you ever been convicted of, or pled "no contest" to any crime, including any convictions that were later set aside or expunged? _____ YES NO

Does the City of Cottonwood employ any relative of yours? _____ YES NO

Are you currently a resident of Cottonwood? If so, how long have you been a resident of the City?

yes, resident since July, 2003

Signature

Layton Cox

Date

18 November 2011

NOTE: All applicants are strongly encouraged to attend the Council meeting at which their application will be considered. It is important for Council members to be able to assess applicants' qualifications and backgrounds during the selection process, and be able to ask questions for clarification.

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City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: December 6, 2011

Subject: Resolutions 2618, 2619, and 2620--Appointing Members to the Board of Adjustment

Department: Community Development

From: George Gehlert, Director

REQUESTED ACTION

Appointment of three (3) seats on the Board of Adjustment.

If the Council desires to approve this item the suggested motion is:

"I move to approve Resolution Number 2618 appointing _____ a member of the Board of Adjustments for a three-year term expiring December 7, 2014. "

"I move to approve Resolution Number 2619 appointing _____ a member of the Board of Adjustments for a three-year term expiring December 7, 2014. "

"I move to approve Resolution Number 2620 appointing _____ a member of the Board of Adjustments for a three-year term expiring December 7, 2014. "

BACKGROUND

The Board of Adjustment hears appeals of administrative decisions by the Planning and Zoning Administrator; and requests for relief from Zoning Ordinance requirements (pertaining to building height, setbacks, etc.) based on hardship which may be associated with the property (due to topography, boundary configuration, etc.). Members must be residents of the City.

There are presently three (3) seats on the Board which are subject to reappointment that were formerly held by Dr. Bob Richards, Kent Hellman, and Jean Wilder. Terms for each have expired at this point. Additionally, each former member has not expressed interest in seeking reappointment.

The other seats are currently held by the following:

- Tosca Gabriella-Henry Expires 10-8-2013
- Millard Meccia Expires 10-8-2013

The Board appointments have been advertised. At this time, Staff has received three (3) applications from the following:

- Brian Brooks
- Mary Eichman
- Carol Hulse

Their applications are attached. All candidates have been contacted regarding the scheduled appointments and interview date. The Council has the option to make the appointments at this time, or to continue seeking applicants for an extended period.

JUSTIFICATION/BENEFITS/ISSUES

All three candidates appear to be residents of the City.

IMPLEMENTATION

Appointee to take oath of office before the next BOA meeting (TBA).

COST/FUNDING SOURCE

N/A

REVIEWED BY:

City Manager _____ City Attorney: _____

ATTACHMENTS

- Applications for BOA
- Resolutions 2618, 2619, & 2620.



CITY OF COTTONWOOD
816 NORTH MAIN STREET
COTTONWOOD, AZ 86326
Phone (928) 634-0060 x217
Fax (928) 634-3727
Revised January 11, 2010

APPLICATION FOR BOARD OF ADJUSTMENT
(BOARD/COMMISSION/COMMITTEE)

NAME EICHMAN MARY E.
(Last) (First) (Middle)

MAILING ADDRESS _____
(Route or Box) (City) (State) (Zip)

STREET ADDRESS 1640 W. CEDAR POST, COTTONWOOD AZ 86326
(Number & Street) (City) (State) (Zip)

HOME PHONE 928-634-4260 WORK/MESSAGE PHONE _____

EMAIL ADDRESS: MARYEICHMAN@hotmail.com

PLEASE TYPE OR PRINT CLEARLY IN INK ONLY.

Professional Memberships, Registrations, Licenses, Etc. NONE

Education HIGH SCHOOL, SOME COLLEGE, IN-SERVICE TRAINING

Work Experience 35 YRS TOTAL - RETIRED FROM CITY OF MESA POLICE RECORDS, MESA YMCA OFFICE MGR, ACCOUNT CLERK FOR COUNTY P.A. SOCIAL SERVICES DATA AND INCOME MAINTENANCE, BAKERY MGR FOR KOHL'S FOOD, QUALITY CONTROL LABS, TAX PROFESSIONAL, FOOD SERVICE

(Please continue on reverse side)

Application for (Board/Commission/Committee)

Please describe your qualifications for serving on Board/Commission/Committee: REQUIRED
FOLLOWING STATE LAWS AND CITY CODES, WROTE TRAINING
MANUALS, STAFF SCHEDULING AND SUPERVISION

List any community service organizations or projects you have been involved with (include a brief description of activities):

COTTONWOOD PUBLIC LIBRARY TRUSTEE, CHAIRMAN OF BOOKMARKS/FRIENDS,
JUDICIAL REVIEW AND APPOINTMENT ADVISORY BOARD MEMBER, VERDE
VALLEY CAREGIVERS VOLUNTEER, HABITAT FOR HUMANITY OFFICE,
VVMC REHAB OFFICE, TREASURER FOR MILTON CHORAL UNION

Have you ever been convicted of, or pled "no contest" to **any** crime, including any convictions that were later set aside or expunged? _____ YES _____ NO

Does the City of Cottonwood employ any relative of yours? _____ YES _____ NO

Are you currently a resident of Cottonwood? If so, how long have you been a resident of the City?

YES - SINCE MAY 1999 - 12 YEARS

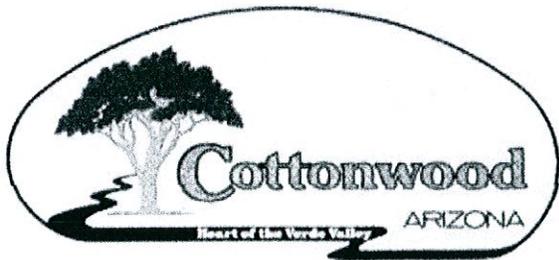
Signature Mary Eichman

Date 10-28-11

NOTE: All applicants are strongly encouraged to attend the Council meeting at which their application will be considered. It is important for Council members to be able to assess applicants' qualifications and backgrounds during the selection process, and be able to ask questions for clarification.

Generally, the Council will conduct a brief interview process during the Council meeting.

Council meetings are held the first and third Tuesday of every month. Council agendas can be found under the City Council tab on the City website: www.cottonwoodaz.gov.



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816 NORTH MAIN STREET
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Phone (928) 634-0060 x217
Fax (928) 634-3727
Revised January 11, 2010

APPLICATION FOR Board of Adjustments
(BOARD/COMMISSION/COMMITTEE)

NAME Brooks Brian L
(Last) (First) (Middle)

MAILING ADDRESS 220 S 6th St Cottonwood Az 86326 324
(Route or Box) (City) (State) (Zip) #

STREET ADDRESS Same as above
(Number & Street) (City) (State) (Zip)

HOME PHONE 928-284-8557 WORK/MESSAGE PHONE _____

EMAIL ADDRESS: brianbrooks9@yahoo.com

PLEASE TYPE OR PRINT CLEARLY IN INK ONLY.

Professional Memberships, Registrations, Licenses, Etc. _____

Education High School Education, Currently attending
Yavapai College

Work Experience Business owner within the community
Lotus Manufacturing @ 751 east Aspen Street

Application for (Board/Commission/Committee)
Page 2

Please describe your qualifications for serving on Board/Commission/Committee: I have
a vast interest in ~~following~~ servicing the
needs of my community.

List any community service organizations or projects you have been involved with (include a brief description of activities):
beginning to volunteer for the local
Historic Society and the Humane Society

Have you ever been convicted of, or pled "no contest" to any crime, including any convictions that were later set aside or expunged? _____ YES NO

Does the City of Cottonwood employ any relative of yours? _____ YES NO

Are you currently a resident of Cottonwood? If so, how long have you been a resident of the City?
Yes, I have been a resident for

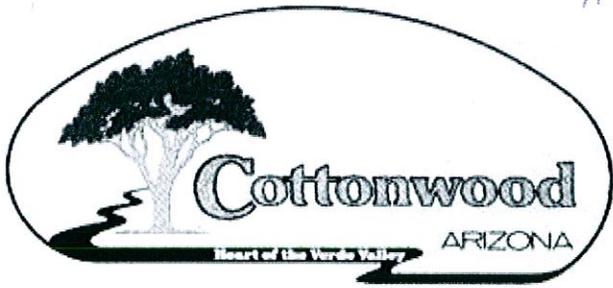
Signature  Date 10/12/11

NOTE: All applicants are strongly encouraged to attend the Council meeting at which their application will be considered. It is important for Council members to be able to assess applicants' qualifications and backgrounds during the selection process, and be able to ask questions for clarification.

Generally, the Council will conduct a brief interview process during the Council meeting.

Council meetings are held the first and third Tuesday of every month. Council agendas can be found under the City Council tab on the City website: www.cottonwoodaz.gov.

Rec'd 8/19/11 1:39 PM



CITY OF COTTONWOOD
816 NORTH MAIN STREET
COTTONWOOD, AZ 86326
Phone (928) 634-0060 x217
Fax (928) 634-3727
Revised January 11, 2010

APPLICATION FOR Board of Adjustment
(BOARD/COMMISSION/COMMITTEE)

NAME Hulse Carol A.
(Last) (First) (Middle)

MAILING ADDRESS 1047 S. Tonapah Dr. Cottonwood AZ 86326
(Route or Box) (City) (State) (Zip)

STREET ADDRESS Same as above
(Number & Street) (City) (State) (Zip)

HOME PHONE 928-649-0278 WORK/MESSAGE PHONE 928-649-0278

EMAIL ADDRESS: tinkertoy59@gmail.com

PLEASE TYPE OR PRINT CLEARLY IN INK ONLY.

Professional Memberships, Registrations, Licenses, Etc. _____
Previous memberships in Toastmistress and various business women's organizations.

Education High School

Work Experience

Corporate accounting (financial & statistical) and management for various employers including contractors, developers, manufacturing, banking, etc. Administrative Assistant and Planning Technician for City of Cottonwood Community Development Department 1998- 2009 (retired).

(Please continue on reverse side)

Application for (Board/Commission/Committee)

Page 2

Please describe your qualifications for serving on Board/Commission/Committee: Familiar with

Cottonwood Zoning Ordinance, General Plan, and common municipal planning and zoning issues.

Possess ability to evaluate information presented, relate it to the applicable ordinance(s), and make a fair decision. Ability to negotiate and mediate disputes.

List any community service organizations or projects you have been involved with (include a brief description of activities):

Political activism (in Arvada, Colorado) to accomplish the following:

Allow police officers to carry shotguns inside their patrol cars (not in the trunk) to enhance officer safety.

Preserve integrity of several residential neighborhoods by preventing construction of a high school sports complex and accompanying extension of a residential street into the complex by encouraging the building of the complex in a yet-to-be-developed area.

Have you ever been convicted of, or pled "no contest" to **any** crime, including any convictions that were later set aside or expunged? _____ YES _____ X _____ NO

Does the City of Cottonwood employ any relative of yours? _____ YES _____ X _____ NO

Are you currently a resident of Cottonwood? If so, how long have you been a resident of the City?

Yes. Since October 1997.

Signature



Date 8/19/2011

NOTE: All applicants are strongly encouraged to attend the Council meeting at which their application will be considered. It is important for Council members to be able to assess applicants' qualifications and backgrounds during the selection process, and be able to ask questions for clarification.

Generally, the Council will conduct a brief interview process during the Council meeting.

Council meetings are held the first and third Tuesday of every month. Council agendas can be found under the City Council tab on the City website: www.cottonwoodaz.gov.

RESOLUTION NUMBER 2618

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPOINTING _____ A MEMBER OF THE BOARD OF ADJUSTMENT.

WHEREAS, on May 6, 2008, the City Council approved Ordinance Number 514, creating a separate Board of Adjustment to hear variance requests and appeals of decisions of the zoning administrator; and

WHEREAS, the Board of Adjustment shall consist of five (5) members, each of whom shall be a resident of the City of Cottonwood; and

WHEREAS, the term of Kent Hellman as a member of the Board of Adjustment has expired; and

WHEREAS, it therefore is necessary to fill the vacancy in order to maintain the requisite number of members on the Board of Adjustment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY ARIZONA:

THAT, _____, is hereby appointed a member of the Cottonwood Board of Adjustment for a three-year term ending December 7, 2014.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 6TH DAY OF DECEMBER 2011.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steven B. Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk

RESOLUTION NUMBER 2619

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPOINTING _____ A MEMBER OF THE BOARD OF ADJUSTMENT.

WHEREAS, on May 6, 2008, the City Council approved Ordinance Number 514, creating a separate Board of Adjustment to hear variance requests and appeals of decisions of the zoning administrator; and

WHEREAS, the Board of Adjustment shall consist of five (5) members, each of whom shall be a resident of the City of Cottonwood; and

WHEREAS, the term of Robert David Richards as a member of the Board of Adjustment has expired; and

WHEREAS, it therefore is necessary to fill the vacancy in order to maintain the requisite number of members on the Board of Adjustment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY ARIZONA:

THAT, _____, is hereby appointed a member of the Cottonwood Board of Adjustment for a three-year term ending December 7, 2014.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 6TH DAY OF DECEMBER 2011.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steven B. Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk

RESOLUTION NUMBER 2620

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPOINTING _____ A MEMBER OF THE BOARD OF ADJUSTMENT.

WHEREAS, on May 6, 2008, the City Council approved Ordinance Number 514, creating a separate Board of Adjustment to hear variance requests and appeals of decisions of the zoning administrator; and

WHEREAS, the Board of Adjustment shall consist of five (5) members, each of whom shall be a resident of the City of Cottonwood; and

WHEREAS, the term of Jean Ellen Wilder as a member of the Board of Adjustment has expired; and

WHEREAS, it therefore is necessary to fill the vacancy in order to maintain the requisite number of members on the Board of Adjustment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY ARIZONA:

THAT, _____, is hereby appointed a member of the Cottonwood Board of Adjustment for a three-year term ending December 7, 2014.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 6TH DAY OF DECEMBER 2011.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steven B. Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: December 5, 2011

Subject: Development Services Re-organization

Department: Development Services

From: Dan Lueder

REQUESTED ACTION

Consider changing two job descriptions within the development services department.

If the Council desires to approve this item the suggested motion is: Move to approve changing the public works director position to development services operations manager and the staff engineer position to civil engineering designer/ drafter.

BACKGROUND

The resignation of public works director Tim Costello has created an opportunity to expand upon the city reorganization plan and create additional efficiencies within the development services department.

Morgan Scott was previously titled as Staff Engineer which under state regulations is improper as to be titled an engineer, that person must have either an engineer in training (EIT) or professional engineer (PE) certification which that job description does not require. A new job description for a civil engineering designer/ drafter has been created which more closely represents the type of work this position has previously performed. Human Resources have determined that this new position should be compensated at Grade 34 versus the Grade 43 for the staff engineer position.

Morgan Scott has been assigned as the interim public works director since Mr. Costello's departure. Staff is recommending that the public works director position be re-titled as the development services operations manager. This new position would be the primary manager for the public works department and airport but also act as the manager for other development services department divisions when the general manager was absent or required additional assistance with management of that department. This would provide a redundancy and clearly define the chain of command in development services. The public works director

position was at Grade 54 and staff is recommending that the development services operations manager position be at Grade 50.

JUSTIFICATION/BENEFITS/ISSUES

Creating additional efficiencies in the development services department by redefining positions to more clearly represent the type of work performed will enhance the city's ability to provide better services. During the re-organization process we have strived to move to more of a manager versus director command structure which is not only more efficient but also more cost effective. By eliminating the previous job descriptions and approving the two new descriptions, the city will realize an annual savings in excess of thirty thousand dollars (\$30,000).

COST/FUNDING SOURCE

Existing salary allocations.

REVIEWED BY:

City Manager: _____

City Attorney: _____

ATTACHMENTS

Civil Engineering Designer/Drafter
Development Services Operations Manager



Job Description
Job Code: 171
Range: 50

DEVELOPMENT SERVICES OPERATIONS MANAGER

DEFINITION: Under limited supervision, directly manages the public works department and airport while serving as the second in command for the development services department. Performs related duties as assigned.

CLASSIFICATION: This is an exempt, full-time, classified position with full benefits.

ESSENTIAL FUNCTIONS: Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by incumbents of this classification.

TASKS:

Manage street construction, sidewalk, pavement preservation and public parking lot projects and annual street preservation chip seal program. Assist in the procurement of design consultants for all street construction projects. Create applications for federal and state transportation grants such as CDBG and ADOT funds. Review all Special Event permits for impact on City Streets and requirements of Streets Department Personnel. Prepare and present public meetings for upcoming City projects.

Manage the operation of the city airport and serve as the liaison to the airport commission. Apply for and manage airport grants and construction projects. Maintain and update the airport capital improvement plan.

Assist the development services general manager with the overall management of the development services department. Assume management of the development services department in the general managers absence.

KNOWLEDGE, SKILLS, AND OTHER CHARACTERISTICS:

Knowledge of the principals and practices of civil/municipal engineering.
Knowledge of public works construction.
Knowledge of the safety requirements for construction zones.
Knowledge of the principles and practices of supervision.
Knowledge of airport operations and FAA regulations.
Skill in interpreting civil engineering drawings and reports.
Skill in developing and maintaining effective interpersonal relations.
Skill in reading and interpreting written instructions.
Skill in creating concise written communications.
Skill in analyzing data and drawing valid conclusions.
Skill in use of desk top computers.

PHYSICAL REQUIREMENTS: This classification involves work that requires the ability to traverse uneven terrain and use of the public works vehicles for transportation to job sites.

MINIMUM QUALIFICATIONS: The equivalent of a bachelor's degree from an accredited college or university with a major in engineering or a related field and three (3) years experience in public works operations.

Employee's Signature: _____

Date: _____

Prepared by: Dan Lueder 11/23/11

Reviewed by: Iris Dobler 11/23/11



Job Description
Job Code: 169
Range: 34

CIVIL ENGINEERING DESIGNER/DRAFTER

DEFINITION: This position will utilize computer aided design drafting software together with civil engineering design skills in planning, designing, and drafting plans for municipal roadways, drainages, water, sewer, and wastewater utilities/infrastructure under the direct supervision of the City of Cottonwood Utilities Engineer. The Civil Engineering Designer/Drafter will interact with other employees at all levels, including engineers, surveyors, supervisors, managers, and skilled trade workers. This Designer/Drafter with adequate experience may later instruct and supervise other workers.

CLASSIFICATION: This is a non-exempt, full-time, classified position with full benefits.

ESSENTIAL FUNCTIONS: Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list is ILLUSTRATIVE ONLY, and is **not** a comprehensive listing of all functions and tasks performed by incumbents of this classification.

TASKS:

- Prepares civil engineering drawings using Microstation, Watercad, Autodesk and Autocad software for water, sewer, paving, grading & drainage, and wastewater or water treatment systems.
- Calculates dimensions, square footage, slopes, profile elevations, and quantities for use in project plans and estimates.
- Aids in performing topographic surveys as required that are related to civil engineering design and construction.
- Develops topographic survey data into survey mapping to be utilized in plan design, compiles detailed construction drawings utilizing municipal specifications and design criteria, and corrects redlined plans.
- Drafts as-built drawings utilizing original construction drawing files and survey data; prepares final drawings for printing and submittal.
- Responsible for keeping record drawings properly organized and filed or archived.
- Responsible for maintaining a current Watercad model for the City of Cottonwood water system.

KNOWLEDGE, SKILLS, AND OTHER CHARACTERISTICS:

- Knowledge of materials, specifications, and methods, involved in the construction or repair of municipal water and sewer systems, highways, roads, and drainage projects.
- Knowledge of the practical application of engineering science and technology. This includes applying principles, techniques, procedures, and equipment to the design and production of civil engineering project plans and specifications.

- Knowledge of math, algebra, geometry, statistics, and their applications. Must have good oral and written communication skills including proficiency with Microsoft Office.
- Knowledge in the use of Microstation, Watercad, Autodesk and Autocad software.
- Must have adequate technical skill to produce precise technical plans, blueprints, drawings, and models. Must have skill in reading and understanding maps and plans relating to water and wastewater systems.
- Skills must include rudimentary experience with surveying for topographic survey related to civil engineering design and construction and drafting maps and plans.
- Skill in drafting concise, clear, and understandable construction notes and plans.
- Skill and knowledge in manual drafting principles.
- Skill in completing required logs and reports.
- Knowledge of current Maricopa Area Government (MAG) standards.

PHYSICAL REQUIREMENTS: This classification is in an office environment requiring mostly sedentary activities for the majority of the workday. May occasionally work outdoors at construction or survey sites, or indoors in offices and/or in testing labs. Working outdoors may expose to varying types of weather. Some work may be at or near busy highways and construction sites. Designers/Drafters can offset most hazards with safety precautions and appropriate dress. This classification involves work that requires the ability to traverse uneven terrain while performing tasks, climb ladders, perform repairs on equipment, and lifting heavy objects up to 60 pounds.

MINIMUM QUALIFICATIONS: The equivalent of a high school diploma or GED and an Arizona Driver's license. Applicants must have a minimum of one year's experience in the use of Microstation, Watercad, Autodesk, and Autocad software doing civil engineering drafting (three years experience preferred). Applicants must have a minimum of two years work experience in a field related to civil engineering including roadway, drainage, water and wastewater design and drafting, similar project construction and/or operations. Applicants who possess an associate's degree in civil engineering design/drafting preferred.

Prepared by: Troy Odell 10/28/2011

Reviewed by: Dan Lueder / Iris Dobler 11/16/11

Employee's Signature: _____ Date: _____

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: December 6, 2011

Subject: Application and Agreement for 2012/13 Section 5311 Rural Transportation Funding- CAT/Verde Lynx Transit Service

Department: Community Services (CAT - Cottonwood Area Transit System)

From: Richard Faust, Community Services General Manager

REQUESTED ACTION

Council approval of Resolution Number _____, authorizing the submission of an application to Arizona Department of Transportation to provide funding for the operation of the Cottonwood Area Transit and Verde Lynx Transit systems.”

If the Council desires to approve this item the suggested motion is:

“I move to approve Resolution Number _____ authorizing the submission of an application to Arizona Department of Transportation to provide funding for the operation of the Cottonwood Area Transit and Verde Lynx Transit systems.”

BACKGROUND

Section 5311 is a federal grant program that provides formula grants to support public transportation in areas with populations of less than 50,000. The program is administered at the state level by the Arizona Department of Transportation.

Section 5311 has been a consistent and important source of funding for the CAT system for the past 15 years, and now supports the Verde Lynx system as well.

JUSTIFICATION/BENEFIT/ISSUES

With the upcoming transition/re-integration of the CAT and Verde Lynx systems into the City’s management structure, the City will now be responsible for requesting, receiving and administering Section 5311 funds on behalf of these systems. Accordingly, staff seeks Council’s authorization to submit an application for these funds on behalf of both systems for FY 2012-13.

COST/FUNDING SOURCE

The application covers federal fiscal year 2013, which begins on October 1, 2012. According to the ADOT Section 5311 Handbook, the program covers 58 percent of a rural public transportation system’s operational costs, 80 percent of its administrative costs, and up to 80 percent of the cost of capital equipment (A higher ratio of Federal funds may be available for capital projects under certain conditions). Local financial support is needed to cover most or all of the balance, and will need to be provided by Cottonwood, Sedona, Yavapai County, and Clarkdale; as well as through fares and other sources.

REVIEWED BY

City Manager: _____

City Attorney: _____

ATTACHMENTS

- Section 5311 Application and Contract

RESOLUTION NUMBER 2621

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR FEDERAL TRANSIT ADMINISTRATION (SECTION 5311) FUNDING.

WHEREAS, the City of Cottonwood and other regional cities and towns have established public transportation systems for the benefit of the citizens; and

WHEREAS, funding is available from the Federal Transit Administration (Section 5311, Rural Public Transportation), appropriated through the Arizona Department of Transportation for capital and operating costs associated with public transportation in rural Arizona communities.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Cottonwood, Arizona, hereby authorize the submission of an application to the Arizona Department of Transportation for continued Section 5311 funding for the Cottonwood Area Transit and Verde Lynx public transit systems.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 6TH DAY OF DECEMBER 2011.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steven B. Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk

Section 5311 Application and Contract – FISCAL YEAR 2012

Formula Grants for Non-Urbanized Areas: 49 USC 5311– CFDA 20.509

ARIZONA DEPARTMENT OF TRANSPORTATION

Application and Contract

Section 5311

Rural Transportation Program

FY 2012

To be completed in Word Format



September 2011

Section 5311 Application and Contract – FISCAL YEAR 2012

Formula Grants for Non-Urbanized Areas: 49 USC 5311– CFDA 20.509

SECTION 5311 PROJECT APPLICATION

****Please reference the ADOT Section 5311 Application Instructions and Grant Guidelines document for information on how to complete and submit the application/contract.***

APPLICANT/PROJECT SUMMARY

Legal Name of Agency	City of Cottonwood
Operating Name (DBA, if different)	
Primary Contact Name	Richard Faust
Contact Telephone	928-639-3200 extension 3209
Contact Email Address	rfaust@cottonwoodaz.gov
Project/Application Summary	The City of Cottonwood is the primary management agency applying for 5311 transportation funding which provides transportation services to the communities of Cottonwood, Sedona, Clarkdale, and un-incorporated Verde Villages and Bridgeport. Cottonwood has approximately 14 years managing and operating the Cottonwood Area Transit System (CAT) and transit transfer facilities and most recently the Cottonwood/Verde Valley Transit Facility. Service area incorporates an overall community population base of nearly 36,000 residents region-wide.

SIGNATURE OF APPLICANT:

By signing below, I, representative of the agency requesting federal funds, do hereby attest to the accuracy of all information provided in this grant application. I further agree the agency has the matching funds required, and the funding available to maintain the project for the duration of the contract.

Section 5311 Application and Contract – FISCAL YEAR 2012

Formula Grants for Non-Urbanized Areas: 49 USC 5311– CFDA 20.509

PRINT NAME

PRINT TITLE

SIGNATURE

DATE

APPLICANT: DO NOT COMPLETE. This page to be completed by ADOT MPD.

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Agreement No	
AG Contract No	
Advantage Project No	
Effective Year	

GRANT APPLICATION and AGREEMENT

BETWEEN
THE ARIZONA DEPARTMENT OF TRANSPORTATION
MULTIMODAL PLANNING DIVISION acting for and on behalf of
THE STATE OF ARIZONA
AND
(AGENCY NAME),

THIS GRANT AGREEMENT is entered into _____, 2012, between the ARIZONA DEPARTMENT OF TRANSPORTATION MULTIMODAL PLANNING DIVISION (ADOT) acting for and on behalf of THE STATE OF ARIZONA herein referred to as the STATE, established pursuant to Arizona Revised Statutes (A.R.S.) § 28-334 and (AGENCY NAME), herein referred to as the RECIPIENT. The STATE and the RECIPIENT are collectively referred to as the "Parties", and individually as STATE, RECIPIENT, and "Party".

I. RECITALS

- 1) STATE is authorized to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of STATE.
- 2) RECIPIENT is authorized to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of RECIPIENT.
- 3) 49 U.S.C. 5311 provides funding for the purpose of supporting public transportation in rural areas, with population of less than 50,000. The goal is to enhance access of people in non-urbanized areas to health care, shopping, education, employment, public services, and recreation; to assist in the maintenance, development, improvement, and use of public transportation systems in non-urbanized areas; to encourage and facilitate the most efficient use of all transportation funds used to provide passenger transportation in non-urbanized areas through the coordination of programs and services; to assist in the development and support of intercity bus transportation; and/or to provide for the participation of private transportation providers in non-urbanized transportation.

Section 5311 Application and Contract – FISCAL YEAR 2012

Formula Grants for Non-Urbanized Areas: 49 USC 5311– CFDA 20.509

- 4) 49 U.S.C. 5311 is authorized under the provisions set forth in the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). Section 3013 (s) of SAFETEA-LU designates eligible subrecipients of the program to include a State or local governmental authority, nonprofit organization, or an operator of public transportation or intercity bus service that receives federal transit program grant funds indirectly through a recipient. 49 U.S.C. 52311(c) additionally designates tribes, not federally recognized, as an eligible subrecipient.
- 5) The Governor of the STATE of Arizona, in accordance with a request by the Federal Transit Administration, hereinafter referred to as FTA, has designated the Arizona Department of Transportation as the responsible agency to evaluate and select proposed projects and to coordinate the grant applications. The ADOT 5311 Program Handbook and Application, incorporated herein by reference, prescribes the STATE's Administrative Policies and Requirements for the Program.
- 6) The STATE and the RECIPIENT desire to secure funding for capital, operating, intercity, and/or administrative expenses using the expenditure of FTA funds to meet the transportation needs of rural communities in the State of Arizona within the RECIPIENT's service area which will be carried out according to this Agreement and under the applicable section(s) of 49 USC Chapter 53.
- 7) The STATE and the RECIPIENT desire defining their respective responsibilities related to the reimbursement of up to the amount of funds described in Exhibit A and referred to as the PROJECT.
- 8) RECIPIENT qualified local match will be due over the life of the awarded PROJECT(s) as indicated in Exhibit A.
- 9) The APPLICATION section of this Agreement does not constitute the AWARD amount. The AWARD will be demonstrated in Exhibit A of this Agreement, incorporated into the document at the time of execution and/or as updated from time-to-time by mutual consent.

THEREFORE, in consideration of the application contained herein and the mutual agreements expressed herein, it is agreed as follows:

Section 5311 Application and Contract – FISCAL YEAR 2012

Formula Grants for Non-Urbanized Areas: 49 USC 5311– CFDA 20.509

APPLICATION FOR SECTION 5311 ASSISTANCE FOR FY 2012

APPLICATION SECTION 1: CHECKLIST OF APPLICATION MATERIALS

Submit the following documents as a part of your application/contract. Unless otherwise noted, copies of support documents are sufficient.

CONTINUING APPLICANTS:

- Applicant/Project Summary
- Recitals
- A-1 Checklist of Application Materials
- A-1 Project Information
- A-2 Narrative Description of System – Continuing Applicants
- A-2 Support Documentation
 - Service Area Map, Service Schedule(s), and Program Brochure
 - Transit Program Organizational Chart
 - Most Recent TAC Meeting Minutes
 - Regional Transportation Coordination Plan – Agency Reference Page(s)
 - Service Delivery Contingency Plan
 - Vehicle Maintenance Plan
 - Record of Training
- A-4 Civil Rights
- A-4 Support Documentation
 - EEO Policy
 - Customer Comment/Complaint Forms
 - Customer Complaint Policy/Procedure
 - LEP Policy
 - LEP Plan (if applicable)
 - ADA Policies, Procedures, and Information
 - Pre/Post-Trip Inspection
- A-5 2012 Administration and Operating Budgets (Excel File)
- A-6 2012 Capital Request Application (Word and Excel Files)
- A-7 Additional Support Documentation
 - Letter of Notification to Providers (sample letter provided)
 - Listing of Recipients, Eligible Surface Public Transportation Providers, and Labor Representation for 13(c) (sample provided)
 - Notice of Public Hearing (sample notice provided)
 - Discretionary Funding Letter of Support (sample notice provided)
 - Public Body Support Letters
 - Project Opposition Letters
 - Substance Abuse Program Implementation Checklist

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- Vehicle Inventory Form
- Updated Five-Year Transit Implementation Schedule
- Five-Year Capital Plan Form (as provided by ADOT at a later date)
- Signed Federal Certifications and Assurances Forms: Pages 58-63
- Signed Contract Pages: Pages 64-65

NEW APPLICANTS

- Applicant/Project Summary
- Recitals
- A-1 Checklist of Application Materials
- A-1 Project Information
- A-3 Narrative Description of System - New Applicants
- A-3 Support Documentation
- Proposed Service Area Map and Service Schedule(s)
- Transit Program Organizational Chart
- A-4 Civil Rights
- A-4 Support Documentation
- EEO Policy
- Customer Comment/Complaint Forms
- Customer Complaint Policy/Procedure
- LEP Policy
- LEP Plan (if applicable)
- ADA Policies, Procedures, and Information
- A-5 2012 Administration and Operating Budgets (Excel File)
- A-6 2012 Capital Request Application (Word and Excel Files)
- A-7 Additional Support Documentation
- Letter of Notification to Providers (sample letter provided)
- Listing of Recipients, Eligible Surface Public Transportation Providers, and Labor Representation for 13(c) (sample provided)
- Notice of Public Hearing (sample notice provided)
- Discretionary Funding Letter of Support (sample notice provided)
- Public Body Support Letters
- Project Opposition Letters
- Public Transportation Needs Survey / Feasibility Study (as applicable)
- Five-Year Capital Plan Form (as provided by ADOT at a later date)
- Signed Federal Certifications and Assurances Forms: Pages 58-63
- Signed Contract Pages: Pages 64-65

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APPLICATION SECTION 1: PROJECT INFORMATION

(ALL APPLICANTS COMPLETE THIS SECTION)

1. Contact Information

Agency Name: City of Cottonwood
Contact Person's Name: Richard M. Faust
Title: Community Services General Manager
Agency Address: 827 North Main Street City and Zip: Cottonwood,
Arizona 86326
Agency Phone: 928-639-3200 ext. 3209 Agency Fax: 928-634-
8437
Agency Email: rfaust@cottonwoodaz.gov
Agency Website Address: www.cottonwoodaz.gov

Primary Point of Contact for Civil Rights including Title VI, EEO, DBE, and ADA

Contact Person's Name: Iris Dobler
Title: Human Resource & Risk Manager
Address: 827 North Main Street City and Zip: Cottonwood,
Arizona 86326
Phone: 928-340-2717 Fax: 928-634-3727
Email: idobler@cottonwoodaz.gov

2. Transit Service Sponsor:

- City Tribal Government or community
 County Other Agency (Specify):

3. Application Category:

- New 5311 (do *not* complete section 2)
 Continuing 5311 (do *not* complete section 3)

4. This application contains funding requests for:

- Administrative and Operating Funds
 Capital Funds

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APPLICATION SECTION 2: NARRATIVE DESCRIPTION OF SYSTEM CONTINUING PROJECTS

(NEW APPLICANTS SKIP TO SECTION 3)

(Attach any support documents/materials following Section 2)

This part of the application is divided into several sections, each covering a different aspect of your system and its management. Applicants are urged to provide thorough but concise answers to the questions.

A. ORGANIZATION

- 1. Provide a detailed description/history of your transit program to include your mission statement and how many years you have been providing general public transportation. Describe your target population and general service area.**

Mission Statement “The Cottonwood Area Transit System proposed to provide effective and efficient public transportation services with safety to clientele and the general public incorporated into all phases of operations.” The system will maintain a maximum level of service to the public, recognizing that limits are imposed on capabilities by manpower and equipment resources available for use. Expansion of services, to meet existing demonstrated demands, will remain a priority, to be accomplished by feasible means.

The system began operations in 1987 – 23 years ago. We have grown considerably since then. In July of 2009, we implemented new service - three fixed routes, with four support para transit buses available for ADA plus service. Service area map is included as Exhibit A.3. The fixed route system originates at the primary transfer center located at Garrison Park at the beginning of each service hour. The Red Line is an hourly route, traveling north to service the primary business district of Clarkdale to the Southwest neighborhoods of City of Cottonwood. The Blue Line is a city circulator with a thirty-minute route. The Green Line services Yavapai College to the west, then extends south to the unincorporated sections of the Verde Villages on an hourly route. The hourly transfer connections at Garrison Park are coordinated with the Verde Lynx system, an inter-city commuter route connecting residents to jobs and services in and throughout the City of Sedona (8 trips daily). The routes travel by K-12 public schools, the regional community college, shopping areas, government low-income residential neighborhoods, the regional hospital, regional Senior Center and Guidance Clinic, post office, public library, Recreation Center, community pools and civic center districts of Cottonwood and Clarkdale. Fares are \$1.00 per ride, with a \$2.00 unlimited-ride day pass available. The ADA-plus para transit service requires a medical qualification process for eligibility. Fares for ADA service are \$2.00 or \$5.00, depending upon distance of ride, for curb to curb service. CAT service area boundaries include City of

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Cottonwood, Town of Clarkdale, and Yavapai County areas of Bridgeport and the Verde Villages.

2. Describe how your general public transit services relate to other services provided by your agency.

The City of Cottonwood as a municipality provides cross functional support through a primary governmental body of elected officials and manager form of government. Support is available from various departments involved throughout the agency whereby Public Works, Community Development, Public Transportation, Parks & Recreation, Library Services and Public Safety are interrelated in order to service the public in a broad scope and broadly integrated operation. This type of agency related service body can effectively administer and function as a unique team of managers to assist during project/program operations along with all emergency related service functions. In essence, a municipality such as Cottonwood can also provide management support to other entities needing assistance in transportation and transit service operations.

3. What is the structure of your organization (attach organizational chart), including the number of transit employees and job titles? (e.g. drivers, mechanics, administrative, etc.)

One organizational chart will apply for this application. The current organization under the City of Cottonwood, Community Services Department is attached as Exhibit B.2, which shows the Cottonwood Area Transit within the City municipal structure of government. Administrative responsibility, including grant management, is also provided by the City of Cottonwood along with all staff support services.

Direct staff includes 12 positions – seven full time drivers, two temporary part-time drivers, two dispatchers and one transportation supervisory manager. Administrative and operations management provided by the City of Cottonwood are administrated under an established cost allocation plan consistent with adopted financial and management practices and procedures as established by State statute and the City and it's by-laws and policies. The Cottonwood Area Transit System has it's own standard operating procedures and policies, including a fleet management plan and drug and alcohol policy.

4. Does the Transit Manager perform other duties besides managing day-to-day transit operations? If yes, explain and include the percent of time spent on each duty.

No. The Transit Manager performs all essential job duties on a day to day basis at the Regional Verde Valley Transportation/Transit facility. The Organizational Chart demonstrates the flow of duties and command for operations on a day-to-day basis. The Transit Manager provides management objectives, carried out by various staff

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personnel. Overall decision making is empowered to the Manager by the Community Services General Manager and City Manager team.

5. Please list the membership of your Transit Advisory Committee (TAC), including the member's positions within the community?

The City of Cottonwood does not have a Transit Advisory Committee (TAC). The City relies upon an elected body of City Council representatives along with staff management teams to effectively provide transportation services. In addition, the City of Cottonwood embraces team centered quarterly meetings; communications and value sharing opportunities along each local community representative (Sedona and Clarkdale Councils and staff). This also includes Yavapai County Supervisors, Yavapai County management staff and public representatives of each agency and community. Through these effective public representatives, communications are shared as to effectual needs along with decision-making processes in order to obtain consensus in transportation/transit programs and projects throughout the various communities served by the transportation system.

City of Cottonwood:

Diane Joens - Mayor

Linda Norman, City Council Representative - Transportation & Transit Services

Doug Bartosh - City Manager, City of Cottonwood

Richard Faust - Community Services General Manager, City of Cottonwood

Rudy Rodriguez - Administrative Services General Manager, City of Cottonwood

City of Sedona:

Rob Adams - Mayor

Mike Ward - Council Representative - Transportation & Transit Services

Tim Ernster - City Manager

Andi Welsh - Community Services & Cultural Arts Director

Barbara Ashley - Finance Director

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Town of Clarkdale:

Doug Von Gausig - Mayor

Richard Dehnert - Vice Mayor - Transportation & Transit Services

Gayle Mabery - Town Manager

Yavapai County:

Chip Davis - Yavapai County Supervisor, Yavapai County

Mike Willet - Transportation Planning Engineer, Yavapai County

Gay Hendin Grant Administrator, Yavapai County

- 6. Describe the TAC's role in the decision-making process for transit. Explain how they provide input to the transit manager regarding vehicle equipment purchases, expansion of service, fare structure, marketing strategies, reviewing your application, performance statistics, and transit benefits to the community. (Attach minutes of most recent TAC meeting.)**

Area agencies and municipalities provide input and guidance towards transit issues in the region along with each community being aware of needs as expressed through individual constituents, Council members and County representatives. Staff members from each community or organization explore and endorse service recommendations. The City of Cottonwood reviews all service items, including marketing and budgets, primarily for adequacy and feasibility before implementation. Staff representatives interact with various community organizations as well as government entities to be sure services meet various community needs. Primary among transportation issues, City staff can pursue and assist in all activities of transportation throughout the Cottonwood, Clarkdale, Sedona and Verde Valley areas.

Projects are pursued, developed and gain support through annual capital improvement project and purchase listings through a prioritized listing of needs specific to public service and service operations along with five year and ten year planning documents.

B. SERVICE DESCRIPTION

Use the following questions to describe your transit service. Attach your schedule, service area map, and brochure given out to customers.

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1. Type of service (check all that apply)

- Local Regional Intercity
 Fixed Route Demand Response Deviated/Flex Routes
 Dial-a-Ride

If your system operates fixed route service (as opposed to deviated or flex route service), explain how you meet Complementary ADA Paratransit requirements?

On July 1, 2009, the CAT system converted to a fixed-route system, utilizing three routes. The previous Dial-a-Ride system converted to an ADA-plus para transit system, operating on pickups with ¾ miles of fixed route. The ADA plus service requires a medical qualification procedure for initial enrollment. The ADA service is available by appointment only, at a cost of \$2.00 per trip on weekdays, and \$5.00 per trip for Saturday service.

If your system operates deviated route service, explain how far you deviate from the route, and under what circumstances.

N/A.

If your system operates intercity service, please describe the average riders per day, frequency of service, trip destinations, and passenger type.

The CAT fixed-route system includes intercity routes. The Red Route is an hourly route, averaging 48 daily trips, providing service to the adjacent town of Clarkdale. The Green Route serves the rural community of Verde Villages in the Bridgeport area of Yavapai County, linking southern rural neighborhoods to Cottonwood's downtown business areas and the Yavapai Community College to the west, with an hourly route that averages 70 trips daily. The Blue Route is a city circulator, operating on a 30 minute loop service. Average daily ridership is 120 passengers. Trip destinations vary, between employment, business and retail shopping and access to medical and educational facilities. The Verde Lynx System, discussed in the Sedona application, also connects to the CAT system, with eight daily inter-city trips between Cottonwood and Sedona.

2. Describe your current service area(s), days and hours of operation, and fare structure.

The CAT system provides service to the City of Cottonwood (population approximately 20,000), Town of Clarkdale and rural areas of Yavapai County. Fixed route service is scheduled for Monday thru Friday 7:00 AM to 6:00 PM. There are three routes, with supporting ADA plus para transit service available to qualifying persons during fixed-route transit operations hours. Fare is \$1.00 per trip with a \$2.00 unlimited, all day pass available. ADA service costs \$2.00 per passenger. A Saturday ADA service is available from 9:00 AM – 2:00 PM, by appointment only. Fare for ADA Saturday service is \$5.00 per trip.

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Reduced fares for ADA or Saturday service are available to pre-qualified, low income-eligible passengers, through a separate NACOG grant.

3. List the local activity centers such as medical, employment, commercial locations, human service programs, and low-income or public housing that are served by your system. Explain the daily service to these areas and indicate the activity centers that are the busiest.

Our routes encompass an estimated 1,000 to 2,000 local business/sites. Major employment locations include the Walmart Super Center, Home Depot, CTI-Phoenix Cement Plant, Verde Valley Medical Center with surrounding medical offices and labs. Governmental and public locations serviced by the routes include City of Cottonwood Civic Center, Yavapai County offices, Yavapai Community College, Cottonwood and Clarkdale School Districts, Cottonwood Library, Cottonwood Recreation Center and DES offices. Senior and youth facilities serviced include Verde Valley Manor, Infinia Senior Center, Boys and Girls Club. The routes provide service to all low income housing projects in the service area.

The busiest activity centers include service to Walmart Super Center, Verde Valley Medical Center and medical offices, public schools, Cottonwood Library and the Recreational Center and senior centers.

4. Does your system connect with other modes of transportation? For example, urban public transit services, airports, park-and-ride lots, senior centers, or intercity bus stations.

We provide connections to the Sedona Phoenix shuttle, providing service to the Phoenix Airport. The Verde Lynx system, discussed earlier, is an inter-city connector to Sedona

5. Other than any limitations described in your schedule, are there any limitations on services, such as unescorted minors, amount of baggage, bike racks, flag stops, etc.?

No Yes. If yes, please describe.

6. Is intercity bus service provided in your area? Yes No

If yes, describe service/service provider.

The intercity bus service is provided through the CAT system primarily. Though the Verde Lynx system does go into the Sedona area, it is restricted as primarily a commuter route system. It does however pick up and drop off at major resort centers in and near the center of the City. The CAT system provides continuous service throughout the inner city areas of Cottonwood and Clarkdale. This service provider

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links all major businesses, schools, library's, recreation centers and shopping plazas and centers as well as a variety of city and county government campus areas.

7. Is your system planning to:

- Maintain the same level of service as last year.
 Change the level of service.

If your system is proposing to change service(s) (such as: routes, days and hours, and/or service frequency), please describe in detail the proposed changes and your estimate of costs to increase the service(s).

8. Summarize any issues your service needs to focus on in FY 2012 and how you plan to meet your prioritized goals and objectives. (This should be consistent with the agency's Five Year Plan matrix.)

The CAT operations moved to new, NAIPTA-owned facilities in October 2009, combining operations with Sedona RoadRunner and Verde Lynx systems. Recently, the Sedona Roadrunner system was eliminated, however the Verde Lynx will continue to provide a variety of services in the near future whereby it is being discussed as to possibilities of Lynx operations assuming several if not the main portion of stops throughout the city of Sedona. In addition, there remain some additional capital facility needs that are addressed in the capital portion of this grant application, as well as support equipment that will move CAT and the Verde Lynx toward their combined objective of providing in-house maintenance operations. The operational budget includes a new position for an in-house mechanic for the Verde Valley facility, as a potential shared operational cost with Sedona, Clarkdale and Yavapai County. Currently, the CAT and Verde Lynx operations are being run by NAIPTA out of Flagstaff however Cottonwood, Sedona, Yavapai County and Clarkdale officials felt the need to "reintegrate" the CAT and Lynx systems back into the management system of the City of Cottonwood. The CAT and Verde Lynx systems are scheduled to transfer full transit operations from NAIPTA to Cottonwood by October 1, 2012.

C. LEVEL AND USE OF SERVICE

1. Ridership. What was your total ridership in FY 2011 (Oct, 2010 to Sept. 2011): 71,576

2. Do you anticipate a significant ridership change in FY 2012?

- Yes No

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If yes, please explain the change in projected annual ridership for FY 2012.

3. How many revenue miles and revenue hours did you operate in FY 2011?

Revenue Miles Revenue Hours

4. Do you anticipate service hours and service miles will change in FY 2012?

Yes No

If yes, please identify below the anticipated increase or decrease in service miles and hours. The projected annual service miles and hours for FY 2012 are:

Projected Revenue Miles per Year

Projected Revenue Hours per Year

5. Based on last year’s statistics, estimate the proposed percentage of your service in the following categories:

TRIP PURPOSE	Percent <i>equals 100%</i>	PASSENGER TYPE	Percent <i>equals 100%</i>
A. Medical	40	A. Adults	40
B. Shopping	30	B. Child	10
C. Employment	20	C. Disabled <60	10
D. Education	5	D. Disabled >60	20
E. Recreation	5	E. >60, Not Disabled	10
F. Other (Specify) <input style="width: 50px; height: 20px;" type="text"/>		F. <60, Not Disabled	10
Total Percent 100%		Total Percent 100%	

D. COORDINATION OF SERVICE

This section is an opportunity to provide evidence of coordination or attempts to coordinate with other agencies (e.g. DES, departments of human services, senior centers, One-Stop Centers for employment assistance, training programs in your community, or other transportation providers in your service area, including 5310 providers).

1. Is your system included in a Regional Transportation Coordination Plan? (Attach page(s) referencing your transit system.) When was this plan last updated and how has your participation in the process improved your service?

The 5311 program is included on page 123 of the State STIP (draft) 2010-2013. The Verde Valley 5year Plan, adopted by the NAIPTA Board of Directors in June 2009,

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included direct input from the City's of Cottonwood, Sedona and Yavapai County; for all major details and structure of the transit coordination plan for the region. Applicable pages of the Transportation Implementation Plan are included as Exhibit R

2. What human service agencies or other transportation providers have you met with in the last year to discuss transit service coordination? Include the outcomes of your meetings.

The Cottonwood Area Transit system has existing contracts for service with: 1) Yavapai East Sedona-The Association for Retarded Citizens a.k.a. YES The Arc - DES/DDD Contract. 2) Head Start School, 3) Yavapai Long Term Care, and 4) Northern Arizona Council of Governments for low income clients. All of these employment service agencies have been contacted this year to hold an annual contract. CAT continues to stay in close contact each week/month with DES and the Senior Center. The Senior Center is located on the fixed-route system and close to the CAT Transit Transfer station. It's continues to be easy to coordinate with the Senior Center to transport seniors to and from the center. CAT works with the Arizona Rides, a group sharing ideas with 5310 programs in an effort to assist and coordinate services. In addition, CAT provides service to clients with the Guidance Center and local Charity services. We are coordinating service contracts with various 5310 programs/partners. We provide transit information to the Chamber of Commerce, as another contact point for visitors and residents.

CAT will continue to have service agreements with Sedona, Clarkdale and Yavapai County into the future. In addition, Sedona Verde Lynx and CAT have continued to share the new Verde Valley transit facility for the past year, creating better efficiency in reducing operations for dispatch, fueling, wash area, vehicle housing and hopefully vehicle maintenance in the future.

Cottonwood staff have met with the Yavapai Apache Tribe officials and their staff in order to assist with a new FTA Grant with the Tribe for 2011/12 which will provide services from Middle Verde tribal housing districts through Camp Verde, up the Hwy. 260 corridor, and ultimately through Cottonwood and into Clarkdale to the Tribal Housing development areas just west of Clarkdale. Cottonwood staff are assisting in coordinating services and transfer sites with the Tribe for both Tribal and non-tribal users to load and off-load at the new Transit Transfer Center site along 6th Street in front of the Cottonwood Library. This tribal transportation service will intersect much of the Middle Verde to business districts throughout Camp Verde and tie in systems with both the Verde Lynx and the CAT systems, linking both ends of the Yavapai/Apache Tribe with a future transportation-transit hub.

Cottonwood staff have also met with the community of Jerome who has a transit bus for purposes of public transportation. They have requested meetings with our staff this year to go over possible route link ups (connectors) which could allow patrons to ride

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public transit from Jerome to Clarkdale, to the College and into Cottonwood and Sedona. This would be a limited service connector, however would link more of the Verde Valley communities together for ultimate service for transportation system links and transfer site use.

3. Describe the services you operate that are oriented to addressing employment travel needs in your area. Include any efforts you have made to coordinate with DES agencies in regards to “Access to Jobs”, TANF, or “Reverse Commute” Programs.

Cottonwood CAT provides service to D.E.S. clients involved in the above mentioned programs and we have a contract with DDD. We work closely with caseworkers in Cottonwood and the Prescott Area. The inter-city commuter routes are primarily used for job access.

4. Describe the efforts you have made to market your service to human service agencies, One-Stop Centers, and local businesses/employers.

The Transportation Manager attends Chamber Breakfast meetings to supply brochures and provide updated information on transit availability and locations. This provides for outreach to organizations and retail/commercial plazas and employers throughout the Verde Valley. The Transportation Manager is in contact with DES, City Halls, Chamber of Commerce and the Senior Center on a weekly basis to provide brochures and check on service needs. CAT staff also works with the Arizona Rides organization and other, local 5310 programs in the Cottonwood area. We have a credit card/debit card machine at the new facility thereby allowing clients the ability to purchase passes over the phone. Passes can also be purchase at the City of Cottonwood Finance Department, Cottonwood Library, Recreation Center and Verde Valley Manor Senior Living Facility increasing site locations and ability to purchase passes over a wider public use area.

5. Do you have a contingency plan in place with other transportation providers to ensure the delivery of transit services when there are insufficient back-up vehicles or drivers at your agency? (Attach your plan.)

There is no formal contingency plan.

Two vehicles are used as back up and we currently have two temporary part time drivers available to us. We have two back up vehicles available for revenue service. The dispatcher or the transportation manager can also drive in case of shortage of drivers.

Additionally, as we possibly pick up an additional part time worker for the Verde Lynx system, we would have another potential for back up coordination throughout the Verde Valley system as a whole.

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6. Is any part of your service subcontracted to another agency? If yes, explain how you monitor their performance and compliance with Federal regulations.

No.

7. Does your agency or subcontractor contract with unionized labor? If yes, please provide contact information.

No

E. FINANCIAL MANAGEMENT AND MANAGERIAL CAPABILITY

BUDGET

1. Briefly describe your organization’s budgeting process. Include information on the process for approving purchases for operating supplies, services, and capital items such as vehicles.

The City of Cottonwood develops operational and capital budgets based on agency and service needs. The budget is based on previous year actual figures and reviewed with each partner. After the partner approves the pertinent budget, the City identifies needs for increased operations and funding, and provides detailed information to the Cottonwood City Council for budget adoption. This process entails a detailed culmination of all partner budgets - from February through June of each year. The budget process includes meetings with all partners agencies within the system that receive transit services, culmination of priorities/ridership and route activities coupled with cost analysis for each community. Review is then necessary by the Transit Manager, Community Services General Manager, Finance Manager and the City Manager with ultimate discussion and authorization by the City Council.

The budget is approved by the City Council annually. Budget items are reflected in the regional TIP documents. Matching funds originate through partner IGA agreements with the Cities/Towns and Counties we provide service to.

2. What is your source of matching funds?

The City of Cottonwood will match funding through General Fund sources from municipal sales tax authorization guidelines as a State recognized taxing entity. Funds will also be used from other Stakeholder communities and Yavapai County resources, whereby each community will be invoiced for services to their respective communities on a cost share basis.

3. Explain how you monitor your transit budget, including revenues and expenditures by line item.

The Budget oversight is conducted by the Community Services General Manager and Finance General Manager of the City of Cottonwood along with general oversight by the Transportation Manager. Grant management and monitoring/reporting will also be conducted by the Transportation Manager in conjunction with the City's Community Services General Manager

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and the City Finance Department. Accounting oversight is performed by the Financial Analyst Manager, with daily accounting functions performed by an Accounting Technician staff position.

The City of Cottonwood performs monthly budget to actual reports that enables the staff to evaluate current spending as well as provides an estimate of year end spending based on actual expenses. Additionally, the City of Cottonwood provides quarterly reports to partner agencies/stakeholders on performance measures, ridership levels and budget items.

The City of Cottonwood Community Services General Manager will be responsible for preparing the Transportation budget. Cottonwood CAT is responsible for filing monthly invoices, ridership data, and annual reports for the 5311 programs. The Community Services General Manager will work closely with the Transportation Manager and partners to monitor monthly expenditures to stay within approved budgets. The Community Services General Manager will be responsible for preparation and budget monitoring similar to the City of Cottonwoods program oversight of the CAT System from the early 1990's through 2009/10 operations. Currently NAIPTA has monitored and provided essential management over the Verde Lynx System for the past four years for the City of Sedona. NAIPTA managed the City of Sedona's 5311 program in FY07, FY08, FY09, and City of Sedona and Cottonwood's 5311 program in FY09 and FY10. Currently, City of Cottonwood Finance Management staff have been trained by ADOT staff on proper process and documentation.

PROGRAM MANAGEMENT

4. What problems, if any, have arisen in submitting monthly invoices on a timely basis or closing out contracts promptly at the end of the fiscal year?

While operating the CAT System over a 15 year period, there have not been problems with submission of invoicing nor closing out contracts promptly through the City Finance Department operations. Pertaining to the Verde Lynx operations, over the past four (4) years NAIPTA managed the 5311 program on behalf of the City of Sedona. During the FY07 and FY08 time frame, staff completing the billing had some initial difficulties early on, but information was balanced and submitted accurately to ADOT along with the implementation of a coordinated system that ensured timely reporting. NAIPTA has filed applications in a timely manner with ADOT and FTA. The City of Cottonwood and NAIPTA have successfully passed previous Triennial Reviews from FTA. The 5311 program has been administered and monitored by both agencies with the same diligence and oversight.

5. Identify program deficiencies that are still pending and why, as noted in your last site visit.

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There have not been any noted program deficiencies in the operations and management of the current systems.

MARKETING AND COMMUNICATION

6. Describe your agency's marketing plan.

The City of Cottonwood in conjunction with other community stakeholders will be launching a rigorous marketing campaign within each City and Town and un-incorporated community to provide information pamphlets and information brochures identifying CAT and Verde/Lynx services. In addition, each community will continue to provide a detailed web page address for contact purposes along with route information and transit shelters, drop off/pick up location sites and the new transfer center site location on 6th Street in front of the Cottonwood Public Library. Marketing information will also be available and posted in bus units along with shelter areas along with the Chamber of Commerce in each community, public libraries, city hall locations, local college/schools and recreation/senior center and Guidance center facilities. Posting of public service announcements (PSA's) will be a continuous marketing approach through local newspapers with display advertising (Verde Valley-wide) along with local and regional television/radio advertising. The City of Cottonwood also puts on a local cable television broadcast called "City-wide" with the City Manager as the host. Staff will take advantage of these broadcasts to provide updated information as well as continued marketing advertising during telecast breaks with phone numbers and web site contact information.

7. Does your agency maintain a website page for transit?

Yes No

If yes, provide the URL for the transit program.

www.cat.az.gov; www.verdelynx.az.gov; www.naipta.az.gov and
www.cottonwoodaz.gov

8. How is information on proposed service or fare changes communicated to riders and the general public?

The general public has consistently been informed by postings on vehicles, display ads in local news papers, along with the transit website. Currently NAIPTA Board meetings are also public meetings with agendas posted prior to meetings at both City of Cottonwood and Yavapai County office buildings. All significant service changes and fare changes will be public hearing items during City Council meetings and available for public comment. In addition, the City of Cottonwood and Sedona will hold public meetings designed for public input as part of the on-going public information process as required by each municipality.

Notification is also disseminated to each community through Public Information Announcements by public radio broadcasts. CAT and Lynx provide all drivers with new brochures and promotional CAT magnets with contact numbers for questions or

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information. Staff is available on the day new routes begin service, to answer questions on the new service. Staff frequently submit public service announcements to local media.

MAINTENANCE

- 9. Describe how vehicle maintenance is scheduled, completed, and documented. How often is preventive maintenance performed?** (Attach a Vehicle Maintenance Plan, if applicable.)

Day to day maintenance is dependent largely on vehicle inspection reports. We have a 6-level preventive maintenance plan. All maintenance work is entered in to the fleet management software program provided by Ron Turley Associates. The City's preventive maintenance program is based on a 3,000 mile interval. A higher mileage PM service includes all the lesser ones. Attached is the NAIPTA Maintenance Plan as approved in November 2008 by FTA as part of NAIPTA Triennial Review and which is also used by the City of Cottonwood CAT program operations for vehicle maintenance, Exhibit L. The City of Cottonwood has current service maintenance agreement contracts with local contract vendors who provide mechanics for basic preventative maintenance efforts, while continuing to use higher level (qualified) contract vendors for more extensive maintenance service, within manufacturer and warranty requirements and recommendations.

- 10. Are maintenance services provided in-house, by an outside vendor via contract, or a combination of both?**

Outside Vendor Contract. To date, no services have been provided in-house. It is the intent of this application to include budgeting for an in-house mechanic for basic preventative maintenance tasks. Major service and repairs would continue to be performed by local businesses, through annual maintenance contracts.

- 11. If in-house, provide a list of services provided.**

None currently.

- 12. If by contract, list the vendors you use and what services they provide.**

Phillips Auto Repair, 395 S. Airpark Road, Cottonwood, Arizona: Full service and mechanical repairs to vehicle engines and all accessory areas.

Auto Fixation, 1151 E. Hwy. 89A, Cottonwood, Arizona: Full service and mechanical repairs to vehicle engines and accessory areas.

Black Hills Auto Repair, 951 Blackhills Drive, Cottonwood, Arizona: Electrical and Auto Body Repairs.

Reeses Tires & Auto Center, 2435 E. State Route 89A, Cottonwood, Arizona. Tires, balancing, alignment, basic oil changes and chassis lube.

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Tire Pro Automotive, 3035 W. State Route 89A, Cottonwood, Arizona. Tires, balancing, alignment, basic oil changes and chasis lube.

Big O Tires, 1208 Hwy. 260, Cottonwood, Arizona: Tires, balancing, alignment, basic engine oil changes, and chasis lube.

F. SAFETY & TRAINING PROGRAMS

1. What training policies, programs and other features do you have to promote safety?

Various training officers are available throughout the City departments for motor vehicle safety and operation. In addition, the City requests drivers training and safety programs from the City's Risk Management agency where needed. Each department is responsible for showing annually, dvd safety policies and guidelines for safe vehicle operations and defensive driving skills to put into application while operating motor vehicles. The CAT and Verde Lynx transit facility has numerous wall posters that identify safe operations and guidelines for employees to utilize while on the job. In addition, employees are provided safety handbooks and a copy of the Cottonwood Safety program for their signatures for understanding and following procedural requirements while employed and driving motor vehicles. The City has a strict seat belt policy which is enforced also along with numerous criteria for accident/injury/incident reporting requirements.

Training Course	Check if Required for New Hires	How often is training provided?	How is training provided? (In-House, Other)
Defensive Driving House	<input checked="" type="checkbox"/>	Annually or as needed	In
First Aid House, Certified Trainers	<input checked="" type="checkbox"/>	Every 3 yrs (as req'd on cert)	In
CPR House	<input checked="" type="checkbox"/>	Every 2 yrs (as req'd on cert)	In
Accident Reporting House	<input checked="" type="checkbox"/>	Annually or as needed	In
Emergency Response In House	<input checked="" type="checkbox"/>	Annually or as needed for updates	

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PASS Training In House, certified trainers	<input checked="" type="checkbox"/>	Req'd for all new, refresh as needed	
Safety and Security House	<input checked="" type="checkbox"/>	Annually or as needed	In
Dispatching new employees, in house	<input type="checkbox"/>	<input type="text"/>	as applicable to position or
Other/ Specify	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>

(Other training includes CCTM Manager/Supervisor Training, National Transit Institute, DBE, Civil Rights, ADA, and Drug and Alcohol Testing/Supervisory Classes, etc.)

2. **How do you document training attendance? Provide your Record of Training (attach a copy) that includes dates of attendance, training course(s), and duration.**

3. **What are some of the goals for your Training Program? What can ADOT do to help you meet your training needs?**

Cottonwood would like to implement more ongoing refresher training in all areas of vehicle safety and operations, subject of course to budget limitations and staff personnel.

4. **How effective is your training program in reducing accidents? What plan do you have in place to help prevent accidents?**

Cottonwood CAT and Verde Lynx provide extensive behind the wheel training, and testing procedures prior to operating a vehicle in service. The City has an accident review committee that evaluates all accidents (even very minor) and recommends additional training and testing where needed or identified by the committee to supervisors. The City believes this combination of procedures has created a positive impact on our occurrences of minor accidents. It is the feeling of City Management that these training programs are very effective in reducing accidents/incidents. Below is an overview of our training program:

The Cottonwood CAT and Verde Lynx provide from 15-20 actual hours of behind the wheel training to include:

- Proper ID / seat adjustment / mirror adjustment
- Spatial relationship to other objects / tail swing / lane usage / basic defensive driving skills / extensive use of mirrors

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- Railroad crossing procedures / off tracking / up and down hills / proper use of gears / snub braking
- Rural and urban driving / freeway / specific CDL driving requirements
- Extensive practice completing service stops (near side / far side / after a turn)
- Parallel parking / serpentine backing / alley docking / straight-line backing and forward stops
- Tight locations with parked cars / tight turns / proper use of bike racks

Staff then practice running official routes (complete route) approximately 7-10 times focusing on service stops and time schedules.

Staff then are required to complete a road test consistent with CDL requirements that includes a complete CDL pre-trip/skills course/and on road test which takes approximately 3 hours.

Once staff successfully pass all of the above requirements, they are scheduled to drive actual routes with senior drivers mentoring them for approx 40 hours. Cottonwood CAT and Verde Lynx operations policy demands that Senior staff follow-along and ride-along monitoring within the first 30 days of solo driving.

5. Describe your agency's risk management policy in case of a fatal accident, liability claim, or legal action.

Accidents and incidents are handled and documented by the Transportation Manager and forwarded on to the City Risk Manager for submission to the City Insurance carrier (Southwest Risk Management). This policy carrier handles all accident and incident claims against the City of Cottonwood for injury, death and/or damages. All incidents involving a fatal accident or legal action on behalf of the City fleet (by Motor Vehicle Accident Policy) are identified to the Cottonwood Police Department for onsite investigation.

Cottonwood CAT conducts safety training for all new staff and refresher training on an annual basis, or as needed depending on driving incidents. Staff involved in accidents or incidents may be required to attend trainings to correct actions or receives updates and can be disciplined up to and including termination. Safety of our passengers and the general public is the number one concern of the City. Attached is a copy of the safety training list that

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employees are required to sign. A copy of the City of Cottonwood Safety Manual and Motor Vehicle Accident Policy are available upon request.

Excerpts from our Personnel Policy pertaining to Code of Ethics, Substance Abuse policies and procedures is included as Exhibit N.1. The substance abuse checklist is included as Exhibit N.2.

APPLICATION SECTION 3: NARRATIVE DESCRIPTION OF SYSTEM **NEW PROJECTS**

(CONTINUING APPLICANTS SKIP TO SECTION 4)

(Attach any support documents/materials following Section 3)

This part of the application is divided into several sections, each covering a different aspect of your proposed system and its management. Please provide thorough but concise answers to the questions.

A. ORGANIZATION

1. **Describe your agency, including its decision-making body.**

2. **How is your agency organized** (attach an organizational chart)? **In what department will your transit program be located? How many employees are in that department and what are their job titles? What staff person will be responsible for your transit program? Will you operate transit services directly or through a contract provider?**

3. **Have you established a Transit Advisory Committee (TAC)?**

Yes *If yes, please describe the membership and the members' positions in your community.*

No *If no, please describe the TAC you envision, including its membership and when it will be established.*

B. SERVICE DESCRIPTION

Describe your proposed transit service. Please include a service schedule and a map of your service area.

1. **Type of proposed service or routes – check all that apply**

Local

Regional

Intercity

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- Fixed Route Demand Response Deviated/Flex Routes
 Dial-a-Ride

2. **Describe your proposed service area, days and hours of operation, and fare structure.**

3. **List any local activity centers including medical, employment, commercial locations, human service programs, One-Stop Centers, and low-income or public housing facilities that will be served.**

4. **Will your system connect with other modes of transportation (for example, urban public transit services, airports, park-and-ride lots, or intercity bus stations)?**

C. PROPOSED LEVEL AND USE OF SERVICE FOR FY2012

1. **What is the estimated ridership for the proposed service (one-way passenger trips per year)?**

2. **What are the proposed number of revenue miles and revenue hours per year?**

Revenue Miles

Revenue Hours

D. COORDINATION OF SERVICE

This section provides an opportunity to document your attempts to coordinate with other agencies, e.g.: DES, Department of Human Services, Senior Centers, One-Stop Centers for employment assistance, training programs and/or other transportation operators in the service area (including 5310 providers).

1. **What human service agencies or other transportation providers participated in your transit feasibility study and implementation plan? How will your proposed service be coordinated with other programs, such as sharing resources (vehicles, training, etc.) or contracting with another agency for transportation service?**

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2. Describe the services you will operate that are geared toward meeting the transportation needs of human service agencies and programs, such as DES agencies, Access to Jobs, TANF, or Reverse Commute programs. Cite any efforts to coordinate service with local educational or economic development groups, such as Chambers of Commerce or other business or educational groups.

E. FINANCIAL AND MANAGERIAL CAPABILITY

Please respond to the following questions to demonstrate your financial and managerial capability to manage an ADOT Section 5311 program.

BUDGET

1. Briefly describe your organization's budgeting process.
2. How is the budget monitored for the organization as a whole and how will the transit budget be monitored?
3. Who will prepare and monitor the transit budget?

PROGRAM MANAGEMENT

4. Describe your organization's experience in managing programs that include Federal funds and the associated requirements.
5. How do you ensure that the community is aware of your intent to apply for Section 5311 funding? Public meeting notice(s) and date(s) of meeting(s) must be attached.

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APPLICATION SECTION 4: CIVIL RIGHTS

(ALL APPLICANTS COMPLETE THIS SECTION)

(Attach any support documents/materials following Section 4)

Equal Employment Opportunity (EEO)

1. Does your agency have an Equal Opportunity Employment (EEO) policy and does that policy include language that prohibits discrimination on the basis of race, national origin, color, sex, age, and disability? (Attach a copy)

Yes No

2. Does your agency include an Equal Employment Opportunity (EEO) statement in all job announcements? Yes No

If no, please explain.

3. Does your agency post EEO information in places where employees congregate? Yes No

Please explain.

Placement of all EEO and Safety criteria and information are placed into employee breakroom areas where employees congregate and obtain all necessary job policy information, state and federal law requirements and other employee benefits offered by the employer.

TITLE VI

Title VI is a federal law ensuring non-discrimination in all programs and services provided by federal aid recipients.

4. Are the transit services you provide open to all, regardless of race, color, national origin, sex, age or disability? Yes No

If yes, please describe the process you use that ensures this.

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All job announcements as well as within the context of the "Cottonwood Employee Manual" provide clearly that the City of Cottonwood is required by federal and state law along with city policy that the City does not discriminate on the basis of race, color, national origin, sex, age or disability.

COMPLAINTS: SERVICE AND TITLE VI

5. What opportunities are provided for the public (riders and non-riders) to comment on your transit service? How are comments submitted and how are complaints responded to? (Attach complaint or comment forms and your customer complaint policy/procedures.)

Cottonwood CAT and the Verde Lynx complete rider surveys to obtain feedback on the overall transit system. We ask for input in regards to service of driver, safety of the vehicle and operation of vehicle, convenience of stops and information locations, satisfaction of system service (where system goes), etc. Open houses and public meetings are held to obtain input on service changes and needs.

When service changes are considered, a dedicated public comment phone line is made available, in addition to public comment links made available on the CAT and Verde Lynx websites.

CAT and Verde Lynx further offers a comment line for public comments. The comment line is available 24 hours a day to all callers. Complaints and comments requiring a call back are responded to within 48 hours by the investigating supervisor. Comments resulting in discipline are documented in the employee file. Employees are given copies of all complaints and provided with an opportunity to respond prior to any investigation. CAT and Verde Lynx websites offer a contact address that can be used for public comment as well. Our response policy is the same, 48 hours. Attached is our policy for taking and handling comments and complaints, Exhibit H.1

For the CAT System, customer feedback is received in the form of thank you notes , or a rider's attendance at City Council meetings to let us know how we are doing. Cottonwood CAT will also take calls from the City Manager or Community Services General Manager pertaining to complaints also and respond properly to obtain cause of complaint and direction needed to rectify the complaint. The CAT Customer Service Complaint Form is included as Exhibit H.4. Upon receipt of customer complaints, the problem is reviewed and handled according to Complaint Policy, Exhibit H.4 listed above.

The CAT and Lynx programs have a "Share the Pride" comment program as well. The program is intended to recognize employee effort to meet customer needs. The cards are available on our vehicles along with a drop box. The comments are entered into a

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database in our office and employees are recognized at quarterly celebrations. Employees are given copies of the cards and a copy is placed in the employees file. Attached is copy of the policy statement, Exhibit H.2 and comment card, Exhibit H.3

6. **Have you had any civil rights complaints, lawsuits, allegations or legal actions filed against your agency in the last two years? If yes, explain the nature of the complaint(s) as well as how and when they were rectified.**

Yes. The City of Cottonwood had three filings total over the past two years. Two from employees within the operations of the Municipal Court and one (1) within the Police Department. Two of the three were based upon sexual harrasment and one complaint was identified as sexual discrimination. The two complaints from the Municipal Court were investigated by the state and found to have no basis for complaint. However, one employees complaint at the Cottonwood Police Department was upheld by the state, implying that a physical fitness test was too restrictive for the female officer due to percentages of body weight needed to successfully complete bench press lifting tasks which caused her to be overlooked by supervisors for a particular job. Currently, the case is being settled with back pay for the employee at the higher employment level.

7. **Does your Title VI policy state that Title VI complaints received against the agency will be investigated by the ADOT Civil Rights Office?** Yes No

If no, please explain why.

8. **Have you reported any Title VI civil rights complaints filed against your agency to ADOT for further investigation?** Yes No

If no, please explain why.

The CAT and Verde Lynx programs have not had any Title VI civil right complaints or violations filed or noted.

LEP

9. **Do you have a policy, in compliance with Federal Executive Order 13166, to ensure persons with Limited English Proficiency (LEP) needs can access your services?** Yes No

If yes, please attach a copy.

10. **Does your organization have a Limited English Proficiency (LEP) plan?** Yes No

If yes, please attach a copy.

DBE

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11. **Have you adopted, or have policy language stating you plan to adopt ADOT's DBE program?**

Yes No

12. **If you contract out service or have other contracts using federal funds, *other than vehicle purchases*, are you reporting through AZ LPA Contract Management System at <https://arizonalpa.dbesystem.com/>?**

Yes No

13. **Please explain in detail how, and if, your agency is meeting your DBE requirements.**

Through the CAT and Verde Lynx systems, solicitations are offered to DBE vendors, whenever possible. As Northern Arizona has limited (local) DBE vendors, a mailing to all NAIPTA vendors was made in April 2009, providing current vendors with enrollment applications to AZ DBE program, should they meet the criteria. CAT and Verde Lynx continue to utilize this listing of vendors.

The CAT and Verde Lynx base their vendor selection upon qualifications, therefore they are race neutral goals. Both the CAT and Lynx use Arizona UCP for identification and solicitation of certified DBE vendors. Quotations are obtained from multiple vendors including those registered and certified as DBE through UCP. Solicitations are offered in various media including newspaper and web locations. CAT and Lynx use Arizona UCP for identification and solicitation of certified DBE vendors. Managers then directly solicit identified vendors to ensure they have the opportunity to participate in quotation and solicitation process.

AMERICANS WITH DISABILITIES ACT (ADA)

The Americans with Disabilities Act of 1990 (ADA) requires that persons with disabilities receive the same level service from a transportation system as non-disabled persons. Services that are "separate but equal" are not acceptable (i.e., all individuals using wheel chairs on one bus and everyone else on another bus).

All section 5311 recipients must keep federally funded equipment and facilities in good operating condition. Recipients must have policies and procedures to maintain vehicles and must maintain, in operative condition, those features of facilities, vehicles, and other capital equipment that are required to make them accessible. ADA accessibility features must be repaired promptly if they are damaged or out of order. Recipients must establish a system of regular and frequent maintenance checks of lifts sufficient to determine if they are operative.

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- 14. Does your agency have in place written policies, procedures, and information regarding the following requirements of the ADA?**

Lift vehicle availability?

Yes No

Maintenance of accessible features on vehicle(s)?

Yes No

Adequate time for vehicle boarding and disembarking?

Yes No

Use of portable oxygen/respirator equipment allowed?

Yes No

Service animals allowed?

Yes No

Training (wheelchair securement, sensitivity to passengers, etc.)?

Yes No

Please provide copies of your written policies, procedures, and information.

- 15. FTA requires that if you have any *non-ADA* accessible vehicles in your inventory, you must be able to provide “equivalent service” through some other means, such as sufficient other accessible vehicles or a written agreement with another provider in your service area to provide a lift-equipped vehicle when needed. Do you have at least one operable, wheelchair accessible vehicle, meeting ADA standards, for each of your primary services areas?**

Yes No

If no, please explain how you respond to this ADA requirement.

- 16. Explain how people with disabilities (persons using wheelchairs, persons with visual or hearing impairment, etc.) schedule a ride. What accessible formats do you provide?**

CAT and Lynx provide a phone number for scheduling rides and also take emailed and faxed requests. For the hearing impaired, policy states that the Arizona Relay service is used.

- 17. Has your agency every turned down a request for transportation from a person with a disability?** Yes No

Is your turndown rate higher for people with disabilities than for the non-disabled? Yes No

If yes, please explain.

N/A

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18. **Are inspections of ADA equipment (lifts, ramps, securement devices, signage, and communication systems) included on your agency's pre-trip and post trip inspection checklists?** (Please attach a copy.) Yes No

If no, please explain.

19. **Where are repairs to wheelchair lifts done, when necessary? How do you ensure that an accessible vehicle is available when vehicles are out of service?**

Either in-house if the repair is simple or if more complex, the service vehicle is taken off line and sent to a local contract vendor (mechanic) for repairs. Should this happen, backup vehicles can be utilized that have accessible wheelchair lifts that properly work as alternate options for transporting the special needs of our citizens.

APPLICATION SECTION 5: BUDGET FOR ADMINISTRATION AND OPERATING ASSISTANCE

(ALL APPLICANTS COMPLETE THIS SECTION)

Applicants **MUST** complete Administrative and Operating budgets for the 5311 Rural Public Transportation Program. **Complete data is required to assist in evaluating fiscal and managerial capability and the efficiency of your proposed service. Applicants must report the full cost of operations, regardless of who pays the cost.** For example, if a county donates office space, the

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market value of the donated space must be included on the appropriate line. Volunteer labor needs to be accounted for in a similar way.

PLEASE NOTE: The tables provided in this Word document are actually linked to a companion Excel file. By using a spreadsheet program for the budget pages, ADOT has been able to include formulas and link the pages together so you only have to enter data once.

The Excel file is a separate file that has been provided by ADOT along with the application/contract Word document file. Once you open the Excel file, read the directions, and save the document.

Four worksheets, in addition to an instruction sheet, make up the Excel file. The worksheets are for Section 5 and Section 6 (capital requests). The tables in this Word application/contract package are placeholders only. Once the Excel worksheets are completed and printed, replace the placeholder pages in this Word document with the appropriate page from the Excel file.

The match ratio for the 5311 program is 80% / 20% for administration and 58%/42% for operating.

DEFINITIONS: Budget Categories	
Administrative Expenses:	Include overhead costs such as office supplies, salaries and fringe benefits of the administrative staff, vehicle insurance, marketing, office insurance, etc.

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Operating Expenses:	Costs directly related to vehicle operations, such as fuel, oil, driver and dispatcher salaries and fringe benefits, tires, vehicle maintenance, etc. There are a number of expenses such as utilities, rent, and labor costs which can often be split between administrative and operating, per their functional distribution, for example, if two thirds of an agency’s office space is used by the operations staff and one third is used by administrative staff, utilities and rental costs should be split between administrative and operating in the same proportion.
Expenses Which Cannot Be Claimed For Reimbursement Include:	Fines and penalties, bad debts, entertainment, interest, expenses associated with providing services in urbanized areas, expenses for charter services, and expenses paid by other funding sources for which no FTA funding is requested.
Passenger/Farebox Revenues:	Farebox revenues are fares paid by the riders. Amounts listed here are the anticipated farebox revenues and must be used to offset the cost of system operation. (Farebox revenues cannot be used to satisfy local match requirements. Farebox revenue only reduces the overall project operating costs eligible for Federal funding.)
Other Operating Revenues:	Cash funds received from other non-federal sources. This includes private donations/contributions, dedicated tax revenues, state or local appropriations, and net income generated from advertising and concessions.

DEFINITIONS: Other	
Annual Ridership:	The number of one-way passenger trips for the periods requested. A one-way passenger trip occurs each time a passenger boards a vehicle. For example, transporting a person to and from a doctor’s office constitutes two trips.
Annual Miles:	Refers to the total number of miles you expect vehicle(s) to be driven.
Annual Vehicle Service Hours:	Refers to the number of hours vehicles are in revenue service. To calculate the number, multiply your hours of daily operation “times” the days per week the system will operate “times” the weeks of service per year “times” the number of vehicles to be used. For example, if the service will be available from 8AM-5PM, Monday-Friday, for 50 weeks during the year, and operating 3 vehicles that whole time, total annual vehicle hours would be 6,750 (9 hours x 50 weeks x 3 vehicles).

BUDGET SUMMARY						
	As Available					
	Capital - 93 / 7	Capital - 80 / 20	Operating	Administration	Training	Total

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Fare Revenues			\$0			\$0
Other Operating Revenues			\$0			\$0
Local Share	#REF!	#REF!	\$0	\$0		#REF!
Federal Share	#REF!	#REF!	\$0	\$0		#REF!
TOTAL	#REF!	#REF!	\$0	\$0		#REF!

PROJECT SUMMARY STATISTICS

	Total Expected	Line Number	
Annual Ridership	0	(1)	
Annual Miles	0	(2)	
Annual Vehicle Service Hours	0	(3)	
Total Operating Revenues	\$0	(4)	
Total Non-Capital Costs (Administrative plus Operating Costs)	\$0	(5)	
Administration as a percent of non-capital costs	#DIV/0!	(6)	
Fare Revenues / Total Operating Revenues	#DIV/0!	(7)	
Cost per Passenger Trip	#DIV/0!	(8)	
Cost per Mile	#DIV/0!	(9)	
Cost per Vehicle Service Hour	#DIV/0!	(10)	
Federal Share of Non-capital costs	\$0	(11)	
Federal Cost per Passenger Trip	#DIV/0!	(12)	
Federal Cost per Mile	#DIV/0!	(13)	
Federal Cost per Vehicle Service Hour	#DIV/0!	(14)	

ADMINISTRATIVE BUDGET

(Whole \$ Only)				
A. EXPENSES				FY 2012
Personnel	Annual \$	% Time		Budget
Transit Manager / Coordinator				\$0

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Other Salaries: (specify below)					\$0
Administrative Assistant					\$0
Financial Assistant					\$0
Human Resources Assistant					\$0
Fringe Benefits for Admin. Personnel					\$0
SUBTOTAL PERSONNEL					\$0
Other Administrative Expenses					
Space Rental					\$0
Program Audit					\$0
Utilities					\$0
Marketing / Advertising					\$0
Printing					\$0
Rental Equipment					\$0
Admin. Supplies					\$0
Office Phone/Cell Phone					\$0
Other (specify below)					\$0
					\$0
					\$0
SUBTOTAL OTHER ADMIN					\$0
Substance Abuse Program					
Collection Site(s)					\$0
Medical Review Officer					\$0
Laboratory Testing					\$0
Related Travel					\$0
SUBTOTAL SUBSTANCE ABUSE					\$0
B. ADMINISTRATIVE SUBTOTAL					\$0
The Administrative Budget, divided by the Federal share of Administrative Budget plus the Federal share of Operating Budget, cannot exceed a ratio of 40%.		#DIV/0!			
C. LOCAL SHARE (at least 20% of subtotal)					\$0
D. FEDERAL SHARE* (No more than 80% of subtotal)					\$0
E. LOCAL SHARE SOURCE:					
List each source and amount. All in-kind contributions used as part of local match must be listed as cost items in the Administrative expenses above.					
1					\$0
2					\$0
3					\$0
4					\$0
5					\$0
SUBTOTAL LOCAL SHARE					\$0
OPERATING BUDGET					
					(Whole \$ Only)
					FY 2012 Budget
Personnel	FT	PT			
Driver Salaries					\$0

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Other Salaries (specify below)					\$0
Dispatcher					\$0
Driver/Maint. Supervisor					\$0
Mechanic					\$0
Total Fringe Benefits					\$0
SUBTOTAL PERSONNEL					\$0
Other Operating Expenses					
Fuel and Oil					\$0
Tires, Parts, Maintenance					\$0
Vehicle Licenses					\$0
Vehicle Insurance					\$0
Uniform/Purchase					\$0
Uniform/Cleaning					\$0
Vehicle Radio/Cell Phone Service					\$0
Operating Supplies					\$0
Other Expenses (specify below)					\$0
					\$0
SUBTOTAL OTHER OPERATING EXPENSE					\$0
OPERATING EXPENSE SUBTOTAL					\$0
OPERATING REVENUES					
Fare Revenues					\$0
Other Operating Revenues (includes advertising)					\$0
					\$0
OPERATING REVENUE SUBTOTAL					\$0
NET OPERATING COSTS					\$0
(Subtract Operating Revenue Subtotal from Operating Expense Subtotal)					
					\$0
LOCAL SHARE (at least 42% of "C")					\$0
FEDERAL SHARE (no more than 58% of "C")					\$0
LOCAL SHARE SOURCE					
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
SUBTOTAL LOCAL SHARE					\$0

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APPLICATION SECTION 6: 2012 REQUEST/BUDGET FOR CAPITAL ASSISTANCE

PLEASE NOTE: Not all applicants will request capital funding in any given year. If no capital items are required this year, these pages do not need to be included in the application submittal.

Capital funding is available through the Section 5311 program, the Surface Transportation Program (STP) flexible funding program, and discretionary funding sources.

The STP flexible funding program requires less local match than the 5311 Program. For STP flexible funding, the match ratio can be as high as a 93% Federal / 7% local. However, actual rates in any given year are based on the dollar volume of capital applications received by ADOT.

5311 program funds and STP funds may not meet all of the requested needs of the 5311 transit providers in Arizona. In order to better meet capital needs, ADOT is pursuing federal discretionary grant funds for capital purchases. Discretionary grant funds for rolling stock are generally awarded at an 80% Federal / 20% local match ratio, similar to the 5311 program.

If your capital request is not approved for 5311 or STP program funding, it may still be eligible for a discretionary funding application process. To be eligible to participate in a discretionary grant funding application process, applicants must state “yes” in the capital cost table provided in this section. Eligibility is also based on a letter of support. A sample of this letter of support is provided in Section 7. Based on the information provided in this application, when federal discretionary capital grants become available, ADOT will submit the grant application paperwork to FTA for your capital request(s) along with your letter(s) of support.

Willingness to participate in the discretionary grant funding application process will not affect ADOT’s decision to award 5311 formula or STP funds.

Please complete the capital budget using both match ratios, 80% Federal / 20% local for the 5311 program and 93% Federal / 7% local for the STP flexible funding program. ADOT Multimodal Planning Division staff will notify applicants if it is possible to award capital funding with a lower local match requirement.

PLEASE NOTE: The table provided in this Word document is actually linked to a companion Excel file as described in further detail in the previous section (Section 5).

Projects eligible for capital funding include:

- New or used transit vehicles;
- Rehabilitation of vehicles;
- Accessibility conversions;
- Communication equipment;

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- Computers;
- Bus stop improvements, including signage, benches, or shelters; and
- Development of transit centers.

Complete the sections B through E based on the type of capital you are requesting for FY 2012.

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A. CAPITAL COST ESTIMATES				
List cost estimates for all above requested items. Itemize cost estimates for any requests for vehicle rehabilitation.				
Requested Item	Quantity	Unit Cost	Subtotal	Discretionary fund application request? * (Answer Yes or No)
TOTAL CAPITAL COST:				
Please submit information for both Part I and Part II match ratios.				
Part I. Sliding Scale / STP Flex match Ratio				
(93% / 7%) Match Ratio				
Federal Share		0		
Local Share		0		
Part II. FTA 5311 Standard Match Ratio				
(80% / 20%) Match Ratio				
Federal Share		0		
Local Share		0		
The final match ratio will depend on the number of applications and level of funding. ADOT reserves the right to adjust the match ratios between 93% Federal / 7% Local and the standard 5311 match ratio of 80% Federal / 20% Local to provide for equitable distribution of funds.				
*Part III. Discretionary Fund Request				
If funding for the capital requests listed above is not received under 5311 or STP funds, applicants are to mark which capital request (if any) can be considered under a discretionary fund application. Applicants are to identify potential discretionary fund projects per EACH capital request by answering yes or no besides each request.				

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B. VEHICLE REQUEST

If you intend to purchase a bus, it is important to identify whether it will be a light, medium, or heavy duty bus and the approximate total vehicle length, passenger seating, and if the bus is a replacement or addition to the fleet. This will assist ADOT in its application for federal funds. Example: 35', 22 passengers, addition. If it will be a replacement vehicle, include the VIN number of the vehicle to be replaced.

1. **Describe the requested vehicle(s) in detail including: number of passenger seats, seating arrangement, special accessibility devices, wheelchair securement system, drive train data, fuel type, etc.**

2. **Will this request be for replacement in your fleet? If so, what is the age and mileage of the vehicle(s) to be replaced? Will the replaced vehicle(s) be retired from service? If the vehicle is not being retired from service, what is your justification for increasing your fleet size? Provide VIN numbers for vehicle(s) being replaced.**

3. **Will your requested vehicle be fully accessible to the disabled, in accordance with ADA guidelines? If no, please explain.**

C. VEHICLE REHABILITATION REQUEST

1. **If you are requesting funds to rehabilitate an existing vehicle(s), please provide the following information: year, make and model, condition, driveline information, current mileage, seating capacity, ADA accessible features, and what parts of the vehicle are planned for rehab.**

2. **Describe the proposed tasks to be done as part of this rehabilitation under the appropriate category:**

Drive Line:

Paint:

Suspension/Breaks:

Interior:

Accessibility:

Other:

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D. COMMUNICATION EQUIPMENT REQUEST

1. Describe any communication equipment you are requesting. Is this a replacement of an older unit(s) or an addition?
2. Explain why this equipment is essential for the operation of your transit service?

E. OTHER CAPITAL PROJECTS

1. For other capital item(s) request(s), provide a brief description. Please contact ADOT Multimodal Planning Division staff to obtain additional information needed for your particular request(s).

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APPLICATION SECTION 7: ADDITIONAL SUPPORT DOCUMENTATION

(Attach support documents/materials following Section 7)

As documented in the Section 1 checklist, the following additional materials must be submitted with your application.

This section includes forms to use and/or complete and sample forms to follow.

- ✓ Letter of Notification to Providers (sample language provided)
- ✓ Listing of Recipients, Eligible Surface Public Transportation Providers, and Labor Representation for 13(c) (form and example provided)
- ✓ Notice of Public Hearing (sample language provided)
- ✓ Discretionary Funding Letter of Support (sample language provided)
- ✓ Substance Abuse Program Implementation Checklist (for continuing applicants only; form provided)
- ✓ Vehicle Inventory Form (for continuing applicants only; form and instructions provided)

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LETTER OF NOTIFICATION TO PROVIDERS

(Use your letterhead)

S A M P L E

Dear _____:

This is to notify you that **(AGENCY NAME)** is applying for financial assistance under the ADOT Rural Public Transportation Program authorized under 49 U.S.C. Section 5311. This program provides for capital, administrative and operating assistance for public transportation programs in rural and small urban areas. **(AGENCY NAME)** proposes to provide the following service:

(Give a brief but complete description of your proposed service including: 1. The Service Area; 2. Specific Routes; 3. Days and Hours of Operation; 4. Specific Schedules; 5. Fare Schedule. Attach more detailed information, if appropriate.)

The purpose of this letter is to advise you of our application and to insure that this proposal would not represent a duplication of your service. Private and public transit and paratransit operators may receive reimbursement funds through purchase of service agreements. Therefore, we solicit your involvement in our proposed service.

I ask that you contact this office in writing within 10 days if you believe that you can provide all or a part of this service or if you have specific objections to the proposed project. In your letter you should state your specific objections or counter proposal. If you support the application, please complete the enclosed sign-off letter and return it to this office.

Our address is: **(your address)**

In addition, please send a copy of your letter to the Arizona Department of Transportation, which is the funding agency for the Rural Public Transportation Program. Their address is:

Arizona Department of Transportation
206 South 17th Avenue, Room 340 B
Phoenix, Arizona 85007
Attention: 5311 Program Manager

Should you desire any additional information on the proposed service, please contact me at

_____ **(contact name and phone number)** _____.

Sincerely,

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LISTING OF RECIPIENT, ELIGIBLE SURFACE PUBLIC TRANSPORTATION PROVIDERS AND LABOR REPRESENTATION FOR 13(c).

(See Sample on Next Page)

Project	Recipient	Other Surface Public Transit Providers	Union Representation of Employees (if any)

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LISTING OF RECIPIENTS, ELIGIBLE SURFACE PUBLIC TRANSPORTATION PROVIDERS AND LABOR REPRESENTATION FOR 13(C)

S A M P L E

Project	Recipient	Other Surface Public Transit Providers	Union Representation of Employees (if any)
Application for public transportation funds under Rural Public Trans. Program for Salt River/Pima/Maricopa Comm. Transit System Fixed Route/ Demand Response Service on the Salt River /Pima/ Maricopa Indian reservation East of Scottsdale, Arizona and extending into nearby communities of Mesa, Tempe, and Scottsdale	Salt River/ Pima/Maricopa Community Transit System Route 1, Box 216 Scottsdale, AZ 85266 Contact Person: Dixon Andreas Phone Number: 941-7309	Checker Cab Co. 1602 S. 2nd St. Phoenix, AZ 85004	No Union
		Yellow Cab Co. 156 E. Mohave Phoenix, AZ 85004	No Union
		Phoenix Transit System 2225 Lower Buckeye Rd., Suite 223 Phoenix, AZ 85030	ATU
		Sun Valley Bus Lines, Inc. 1350 N. 22nd Ave. Phoenix, AZ 85015	No Union
		Greyhound Bus Lines 525 E. Washington Phoenix, AZ 85004	ATU

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NOTICE OF PUBLIC HEARING

SAMPLE LANGUAGE

Notice is hereby given that a public hearing will be held by (applicant) at (address of hearing location) at (time and date) for the purpose of considering a project for which financial assistance is being sought from the U.S. Department of Transportation. Grant funds will be used to (describe project, including location, items to be purchased, constructed, etc.).

At the hearing, (applicant) will afford an opportunity for interested persons or agencies to be heard with respect to the social, economic, and environmental aspects of the project. Interested persons may submit oral or written evidence and recommendations with respect to said project.

A copy of the grant proposal is currently available for public inspection at (location).

Applicant's Authorized Representative

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SAMPLE LETTER OF SUPPORT REQUESTING CAPITAL EQUIPMENT FUNDING VIA THE FEDERAL DISCRETIONARY GRANT APPLICATION AND AWARD PROCESS

Please print your Letter of Support on your organization's letterhead and have the appropriate party sign the letter (someone authorized to make the commitment of support).

Date

Contact Name and Title
Organization Name
Street Address
City, State, Zip Code

Mr. Mike Normand, AICP
Director of Transit Programs
Arizona Department of Transportation
Multimodal Planning Division
206 S 17th Ave, Mail Drop 310B
Phoenix, AZ 85007

Dear Mr. Normand,

The purpose of this Letter of Support is to respond to the possibility of obtaining capital equipment through the federal discretionary grant application and award process.

Given our current budgetary restraints, this avenue for funding capital equipment provides us with an opportunity to obtain resources that we consider critical to our delivery of service and might not otherwise afford to purchase. Accordingly, we are enthusiastically and highly supportive of this potential funding approach.

I understand that _____ (AGENCY NAME) may be responsible for a match amount not to exceed 20% of the amount awarded to our organization.

Insertion - (Please describe your organization in this section. Include an overview of your mission statement, key objectives and your customer base.)

Listed below, in priority order, is a listing of Capital Equipment, which we would like to include in a federal discretionary grant application. If you have any questions related to what is listed, please contact _____ at _____.

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	<u>Capital Equipment Item Description</u>	<u>Number Requested</u>	<u>Estimated Unit Cost</u>
1			
2			
3			
4			
5			
		Total	

As requested, below is a brief description of the need for each capital equipment item we are requesting.

Insertion - (Please provide a brief description of the need for each capital equipment item requested.)

We are excited about this emerging opportunity with its many possibilities and look forward to working with you and your staff. If I can answer any questions or provide additional information, please do not hesitate to contact me.

Sincerely,

Name
Title

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SUBSTANCE ABUSE

PROGRAM IMPLEMENTATION CHECKLIST

(Current program applicants only)

Check Box Below
If Applicable

- Do you have a substance abuse program in place that is thorough and reflects current Federal, State and Local regulations and practices?
- Does this program adequately reflect the structure and needs of your agency?
- Do you have a clearly written substance abuse policy statement and procedures that describe your agency's policy and plans for complying with the FTA regulations? **Attach your policy to this checklist.**
- If your program includes more than what is mandated by the FTA regulations, is this reflected in the written policies?
- Have you made the necessary provisions for recordkeeping and reporting?
- Do these provisions include procedures to protect the individual's right to privacy and the prevention of unauthorized release of test result information?
- Have you selected qualified personnel who will be responsible for implementing and monitoring the program?
- Have these individuals been provided with sufficient training?
- Have you informed your employees in writing of your agency's substance abuse policy and its implementation requirements?
- Have you established a minimum of 60 minutes of EAP training for drivers and supervisors?
- Are these training programs ongoing to account for staff turnover and other changes?
- Does your program include testing for the five prohibited classes of substances, marijuana, cocaine, opiates, amphetamines, and PCP?

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VEHICLE CLASSIFICATION

AND

VEHICLE CONDITION CODE TABLES

Use the following vehicle condition and classification code table to fill in and complete the information on the total vehicle fleet inventory table on the next page. On the Total Fleet Vehicle Inventory list, please provide individual vehicle information on all vehicles in your fleet.

VEHICLE CLASSIFICATION TYPE	CODE
HEAVY DUTY 40 + FOOT BUSES	1
MEDIUM DUTY 30 + FOOT BUSES OR MINI-BUSES	2
LIGHT DUTY 20-30 FOOT VANS (Larger Cutaways, and Maxi-Vans, etc.)	3
LIGHT DUTY 15-25 FOOT VANS (Small Cutaways, Mini-Vans, Small Maxi-Vans (including lift vans) & Suburbans)	4
SUPPORT VEHICLES (Sedans, Station Wagons, Pickups, etc.,)	5
NOTE: Vehicle footage is measured from bumper to bumper)	
VEHICLE CONDITION DEFINITIONS	CODE
EXCELLENT: Brand new or less than one year old, no major problems exist, or only routine preventative maintenance is required.	5
GOOD: Elements are in good working order, requiring only nominal or infrequent minor repairs.	4
ADEQUATE: Requires frequent minor repairs or infrequent major repairs. Elements are in adequate working order and the asset's usage can continue.	3
POOR: Requires frequent major repairs, elements are in poor working order, or asset is technologically dated and requires major retrofit. Future usage requires significant investment, which may or may not be cost-effective.	2
FAILURE: In sufficiently poor condition that continued use is impossible or non-cost-effective.	1

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II. SCOPE

- 1) RECIPIENT shall provide activities related to eligible funding for capital, operating, intercity, and/or administrative expenses for public transportation projects, herein called the PROJECT, in accordance with the RECIPIENT'S application(s), incorporated herein as referenced and as allowable under 49 U.S.C. 5311.
- 2) The PROJECT activities are described and detailed in Exhibit A.
- 3) PROJECT-appropriate capital, operating, intercity, and/or administrative expenses supported by receipts and other suitable and appropriate documentation are eligible for reimbursement beginning on October 1, of the effective year. Expenses paid for prior to this date are ineligible for reimbursement.
- 4) Approved Capital expenditures must be incurred within the expiration date of: the earlier of spend-down of the funds awarded or the September 30, two calendar years forward. Expenses incurred outside that period are ineligible for reimbursement under this Agreement. Final reimbursement requests must be received no later than November 30 of the expiration year to be eligible for reimbursement.
- 5) Approved Operating, Intercity, and/or Administrative expenditures must be incurred within the expiration date of: the earlier of spend-down of the funds awarded or 547 days from the eligible date. Expenditures outside that period are ineligible for reimbursement under this Agreement. Final reimbursement requests must be received no later than November 30 of the expiration year to be eligible for reimbursement.
- 6) The recipient shall provide a monthly reimbursement request and progress spreadsheet report to ADOT. ADOT will provide the reporting form and the due dates prescribing when each report shall be submitted. Information regarding measurements over the existing service conditions to be reported according to the data requested in the spreadsheet. The data required may include but is not limited to: rides provided/shared, miles increased/replaced, cost savings and other related improvements. Each month the signed original reimbursement request is due the last Friday of the month following when the expenses were paid for by the RECIPIENT.

III. RESPONSIBILITIES

- 1) **ADOT will:**
 - a. Review PROJECTS for compliance with statutory and program guidance.
 - b. Review documentation supporting PROJECT expenditures for eligibility and ensure program match requirements are met.
 - c. Review reimbursement requests, when appropriate to the Grant Award, from RECIPIENT and reimburse RECIPIENT within 30 days after receipt and approval of reimbursement requests, in a total amount not to exceed the lesser of the approved costs or the Grant Award.
 - d. **Have the authority to re-distribute funds, if this Agreement is not received, signed by the parties herein and executed by December 31, of the effective year.**
 - e. Communicate with RECIPIENT and FTA as necessary to facilitate program compliance and procedural efficiency.
- 2) **RECIPIENT will:**
 - a. Take necessary steps to ensure this Agreement is signed and returned to ADOT no later than September 15, of the effective year, to allow sufficient time to execute no later than October 1, of the effective year.

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- b. Apply qualified MATCH requirements with applicable reimbursement requests and/or as indicated in the Recitals and Exhibit A. Local match must be remitted from funds of the program for which it was awarded as qualified under the applicable 49 USC regulations. Most federally-funded programs cannot use federal funds to provide match but 49 USC does provide certain exceptions to that stipulation. The RECIPIENT will ensure that matching funds qualify under the appropriate section of 49 USC 5311 as appropriate to the awarded PROJECT(s) indicated in Exhibit A.
- c. Comply with all terms of the Grant Program in accordance with the RECIPIENT'S application(s) and the applicable Program Handbook in effect at the time of application or subsequently revised in writing and by notice, incorporated herein as referenced.
- d. Obtain prior written concurrence of the State before assigning any portion of the work to be performed under this Agreement or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement.
- e. Communicate contractual requirements to contractors and sub-contractors and ensure all the requirements of this Agreement are incorporated by means of a contract or other legally binding documents stipulating the contractor and/or sub-contractor's responsibility to comply with this Agreement.
- f. Communicate with STATE and FTA as necessary to facilitate program compliance and procedural efficiency.
- g. Provide all required reports as prescribed by the Program Handbook or as requested by ADOT in a timely manner and as required by the STATE.
- h. Ensure users of PROJECT equipment and/or services meet applicable federal and state regulations and statutes.
- i. Review documentation supporting PROJECT expenditures for eligibility and ensure program match requirements are met.
- j. Report to the STATE quarterly that no expenditures occurred or, on the form provided by ADOT, submit a reimbursement request to the STATE on the last Friday of the month following when the expenses were paid for by the RECIPIENT for categorized reimbursable capital, operating, intercity, and/or administrative expense costs awarded as demonstrated in Exhibit A, as authorized and allowable under the federal grant requirements, and supported as required with vendor invoices, original receipts, or other suitable and appropriate documentation. The supporting documentation is to be maintained by the RECIPIENT. Only a system-generated ledger report and program-required spreadsheet must be submitted with the reimbursement request. Each reimbursement request must include the Agreement Number, the Advantage Project number, and the Grant Program Name with expenditures billed separately according to the Tracking Number(s) from Exhibit A.
- k. Submit reimbursement requests invoicing eligible expenses along with adequate documentation consisting of a system-generated expenditure ledger by email to ADOT MPD Finance & Administration at mroder@azdot.gov.
- l. Submit required reports of procurement activities according to *MISCELLANEOUS PROVISIONS: Criteria for Federal Funds* and reports of contract activities via email to acochran@azdot.gov in a spreadsheet template provided by the ADOT Program Manager.

IV. MISCELLANEOUS PROVISIONS

- 1) **Term Incorporation:** This Agreement is governed according to the laws of the State of Arizona. All cited statutes, public law, executive orders, and policies cited in this Agreement are incorporated by reference as a part of this Agreement. It is the RECIPIENT'S responsibility to ensure that any Agreement between RECIPIENT and its CONTRACTORS for use of grant funds shall incorporate the provisions contained herein.

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- 2) **Duration:** This Agreement shall become effective upon signature by the parties hereto and shall remain in force and effect until PROJECT satisfaction and completion. This Agreement may be cancelled at any time prior to the commencement of performance under this Agreement, upon thirty (30) days written notice to the other party.

For operating, intercity, administrative, and/or other capital cost PROJECTS awarded, the life of this Agreement will be the earlier of spend-down of the awarded funds or two (2) years from the date authorized under this Agreement's Section II: *SCOPE* unless extended by amendment.

For vehicle PROJECTS, the life of this Agreement shall continue through the useful life of the vehicle(s) as determined by FTA rules and explained under this Agreement's section titled *MISCELLANEOUS PROVISIONS: Liens on Equipment* unless extended by amendment or as otherwise provided herein.

- 3) **Amendments:** This Agreement may be amended upon mutual agreement of the Parties at any time when in the best interest of FTA, STATE, or RECIPIENT. Modifications to Exhibit A describing the details of the approved PROJECT may be modified without enacting an amendment to this Agreement; acceptance of the modification shall be indicated on the modified Exhibit A.
- 4) **Matching and Federal Funding:** PROJECT award amounts and match requirements are indicated in Exhibit A. The RECIPIENT will provide, from eligible sources as prescribed in 49 USC 5311 as appropriate to the Award(s) in Exhibit A, the Match amount required as indicated. The applied Match shall be demonstrated on reimbursement requests from the RECIPIENT.
- 5) **Availability of Funds:** Every payment obligation of STATE under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by STATE at the end of the period for which the funds are available. No liability shall accrue to STATE in the event this provision is exercised, and STATE shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- 6) **Liens on Equipment:** The purchase of PROJECT equipment shall be undertaken by the RECIPIENT. The PROJECT equipment shall be titled in the name of the RECIPIENT. To the extent of financial assistance provided, the STATE shall hold a first lien on all capital equipment acquired under this agreement in the amount of the federal share of the equipment cost. The lien placed on vehicle equipment will remain in effect for at least four years or 100,000 miles but will extend through the useful life of the vehicle(s) and until the remaining asset value is less than \$5,000 or is no longer in service, whichever occurs first, from issuance of title unless this agreement is otherwise terminated under terms of this Agreement or four years from issuance of equipment if not a vehicle. Lien release is incumbent upon the RECIPIENT'S submission of a written request for a lien release and compliance of all requirements and guidance during the course of the lien period. These requirements include but are not limited to: maintenance of the equipment, annual reporting to the STATE of administrative and vehicle performance data, annual vehicle inspections, timely incident reporting and situation resolution, and other requirements as specified in the applicable Program Handbook and Application.
- 7) **Property and Equipment, Use, Inventory, and Disposal:** Title to real property under a grant will vest under acquisition in the RECIPIENT or their CONTRACTOR as applicable. The RECIPIENT or their CONTRACTOR is, however, responsible for adherence to any applicable federal program compliance requirement under 49 CFR 18 Section 32. Except as otherwise provided by statute, property and equipment shall be used for the originally authorized purposes as long as needed for that purpose. When no longer needed for the originally authorized purpose, the RECIPIENT and/or their CONTRACTOR will request disposition instructions from the STATE. RECIPIENT agrees to inventory, to maintain records of, and to ensure the proper use, control, and disposal of all property and equipment acquired pursuant to ADOT Policy FIN 11.08, incorporated herein by reference.
- 8) **Modifications and Other Changes to Grant Equipment:** Prior to any substantive modifications or other changes made or elimination, reduction, or addition to grant equipment, written approval from an authorized State grant program official must first be obtained. Examples include but are not limited to the elimination of

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wheelchair positions and additions of ambulatory seating, reduction in number or addition of passenger assist stanchions, rails, steps, secondary manufacturer and aftermarket vehicle components provided by the STATE, and other devices requiring or otherwise exposing or altering mechanical or structural modification to the vehicle.

- 9) **Statutory Compliance:** All parties shall comply with all applicable federal, state and local requirements including all applicable provision of Title 49 (United States Department of Transportation) and other applicable Codes of Federal Regulations where and when relevant.
- 10) **Incorporation of Federal Transit Administration (FTA) Terms:** All contractual provisions required by the U.S. Department of Transportation are hereby incorporated by reference. All applicable clauses shown in the FTA Master Agreement apply to this Agreement. The Federal Transit Administration Master Agreement can be viewed in its entirety at <http://www.fta.dot.gov/documents/12-Master.doc>.
- 11) **Conflict of Interest:** This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards to conflicts of interest on behalf of STATE employees.
- 12) **Audit and Recordkeeping:** All PARTIES and/or their CONTRACTORS shall retain all data, books, and other records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the STATE at reasonable times as set forth in A.R.S. 35-214, 49 CFR 18.26 and the requirements of applicable OMB Circulars.
- 13) **Dispute Resolution / Arbitration:** In the event of any controversy, the Parties agree that it is in their mutual best interest to promptly meet with the purpose of resolving said Dispute. In the event that the Parties cannot resolve their dispute informally, the parties hereto agree to abide by required arbitration as set forth for in Arizona Revised Statutes Section 12-1518.
 - a. **(TRIBAL) Limited Waiver of Sovereign Immunity:** For purposes of this Agreement, and subject to the terms of this section, the Nation, consents and agrees to a limited waiver of its sovereign immunity from suit and consents to be sued on an arbitration award. The Nation represents that this limited waiver of sovereign immunity has been duly approved by the Nation’s Tribal Council, as required by the Nation’s Constitution. The Nation is not waiving its right to assert the defense of sovereign immunity except as expressly set forth, referred to, and provided for, in this Agreement. This limited waiver is enforceable solely by the State as limited hereunder and does not create any additional third party beneficiary rights to suits or private causes of action in favor of third Parties. The Parties agree that this section provides a limited waiver of sovereign immunity solely for the purpose of enforcing the provisions of this Agreement and enforcing any arbitration award hereunder and for no other purpose.
 - b. **(TRIBAL) Dispute Resolution:** In the event of a dispute, claim or controversy (“Dispute”) arising out of or related to this Agreement, the Parties agree that it is in their mutual best interest to meet as promptly as possible for the purpose of informally resolving said Dispute. In the event the Parties cannot resolve their Dispute informally after attempting to work in good faith, the Parties hereto agree to abide by arbitration as set forth below and that arbitration shall be a requisite before any Party may seek relief of any kind in State or Tribal court.
 - c. **(TRIBAL) Arbitration:** If a party in good faith concludes that a Dispute arising out of or related to this Agreement is not likely to be resolved by informal dispute resolution then, upon notice by that Party to the other, said Dispute shall be finally and exclusively settled by submission of such Dispute to the American Arbitration Association (“AAA”) under its then prevailing procedural rules contained in the AAA’s Commercial Arbitration Rules to the extent that such rules shall not be interpreted to diminish, limit, or void the limited waiver of sovereign immunity set forth in Section 1 above or to increase the enforcement rights of the Parties. Within ten (10) days after the commencement of arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within ten (10) days of their appointment. The third arbitrator shall be a practicing attorney, actively engaged in the practice of law for at least ten (10) years and a member in good standing of the bar of the State of Arizona. Alternatively, the third arbitrator may be a retired judge of the federal court or the trial court of the state of

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Arizona. At least one of the arbitrators shall be knowledgeable with federal Indian law and one arbitrator shall have AAA-acknowledged expertise in the appropriate subject matter. All arbitration proceedings shall be held in Maricopa County or at such other place as shall be agreed by the Parties.

- d. **(TRIBAL) Award:** The award shall be made within thirty (30) days of the filing of the notice of intent to arbitrate, and the arbitrators shall agree to comply with the schedule before accepting appointment. However, this time limit may be extended by agreement of the Parties or by the majority of the arbitrators, if necessary. Any award rendered in any such arbitration proceeding shall be final and binding upon all Parties to the proceeding. Review of an arbitration award must be made within 90 days after delivery of the award by the arbitrator(s).
 - e. **(TRIBAL) Governing Law:** This Agreement, including any claim or dispute arising hereunder submitted to binding arbitration shall be governed by the laws of the State of Arizona.
 - f. **(TRIBAL) Enforcement:** Judgment upon any award rendered by the arbitrators against either Party may be entered in the Nation's tribal court system ("Tribal Court") or the Arizona State Court System ("State Court") and interpreted and/or enforced pursuant to the terms of this Agreement, and/or pursuant to the terms of the AAA's Commercial Arbitration Rules, and/or pursuant to the terms and provisions of the statutes, rules and regulations governing or providing for interpretation or enforcement of judgments applicable in any State of Arizona court.
- 14) **Third Party Antitrust Violations:** The Recipient assigns to the STATE any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Recipient toward fulfillment of this Contract.
- 15) **General Indemnification:** The Grantee shall indemnify, defend, save and hold harmless The State of Arizona, its departments, agencies, boards, commissions, universities and its Officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Grantee or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Grantee from and against any and all claims. It is agreed that the Grantee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Grantee agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona. *This indemnity shall not apply if the Recipient or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*
- 16) **Minimum Required Insurance Coverage:** Grant recipients are responsible for acquiring and maintaining current, appropriate insurance on their vehicles while under ADOT lien, listing ADOT as loss-payee and additional insured, as well as other large capital assets.

Program participants must maintain adequate property and liability insurance coverage. The current minimum requirement for automobile liability insurance is based on vehicle size, and is as follows:

- Combined Single Limit (CSL) of \$5,000,000 for vehicles carrying nine (9) or more passengers
- Combined Single Limit (CSL) of \$2,000,000 for vehicles carrying less than nine (9) but more than four (4) passengers

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- Combined Single Limit (CSL) of \$1,000,000 for vehicles carrying less than four (4) or passengers. In addition, Grantee must maintain collision and comprehensive coverage for the full fair market value of each vehicle provided under this Program. The deductible for such coverage shall not exceed five thousand dollars (\$5,000).

Insurance policies for vehicles on which the State of Arizona or ADOT is listed on the title as vehicle owner or lien holder must also show the State of Arizona or ADOT as “loss payee.”

ADOT shall be an “additional insured” on all insurance policies required under this Program. Insurance policies shall be endorsed to include the following additional insured language: The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Grantee, involving automobiles owned, leased, hired or borrowed by the Grantee.

The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Grantee, even if those limits of liability are in excess of those required by this Program.

The Grantees insurance coverage shall be primary insurance with respect to all other available sources.

Policies required under this Program shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees.

Grantee and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, 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 Recipient, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Grantee from liabilities that might arise out of the performance of the work under this contract by the Recipient, its agents, representatives, employees or subcontractors, and the Grantee is free to purchase additional insurance.

It is critical that the vehicle Grantee-operator ensure that it retains on file up-to-date insurance, that this information is readily available for review by ADOT and its auditors, and that a current insurance card is located in the vehicle at all times.

The Certificate of Insurance and card must be submitted to ADOT prior to receipt of the vehicle(s). In addition, a current copy of the Certificate must be included with the Annual Report/Notice of Impending Vehicle Inspection, and submitted or returned to ADOT.

NOTICE OF CANCELLATION: Any changes material to compliance with the insurance coverage required under this Program shall require thirty (30) days written notice to ADOT. Such notice shall be sent directly to Multimodal Planning Division of the Arizona Department of Transportation (ADOT) and shall be sent by certified mail, return receipt requested.

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ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an “A.M. Best” rating of not less than A- VII. ADOT in no way warrants that the above-required minimum insurer rating is sufficient to protect the Grantees from potential insurer insolvency.

VERIFICATION OF COVERAGE: The Grantee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy must be in effect at or prior to commencement of work and remain in effect for the duration of the project.

All certificates required by this Contract shall be sent directly to ADOT-MPD Community/Grants Services, 206 South 17th Avenue 340B, Phoenix, Arizona 85007. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by the grant agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

SUBCONTRACTORS: Grantees certificate(s) shall include all subcontractors as insured's under its policies or Recipient shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

APPROVAL: Any modification or variation from these insurance requirements shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

EXCEPTIONS: In the event the Grantee or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the Recipient or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

- 17) **Discrimination:** This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 USC. 12101-12213) and all applicable Federal regulations under the ACT. RECIPIENT or its CONTRACTORS shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, Arizona State Executive Order 2009-09, or A.R.S. 41-1461 through 1465, which mandates that all persons, regardless of race, color, religion, sex age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act. The Volpe Center shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.
- 18) **Title VI Of The Civil Rights Act Of 1964:** The RECIPIENT hereby agrees that as a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), the Civil Rights Restoration Act of 1987 (Public Law 100.259) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement.

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The RECIPIENT shall include the following statement in all solicitations for bids for work or material made in connection with funds received under this Agreement.

The issuing agency, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, the Civil Rights Restoration Act of 1987 (Public Law 100.259). Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this solicitation, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

During the performance of this contract, the RECIPIENT, for itself, its assignees and successors in interest agrees as follows:

(1) Compliance with Regulations. The RECIPIENT shall comply with the regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation (USDOT), 49 CFR 21 and Executive Order 99-4, as they may be amended from time to time, which is herein incorporated by reference and made a part of the contract.

(2) Nondiscrimination. The RECIPIENT, with regard to the work performed by it during the contract will not discriminate on the grounds of race, color, disability, sex, or national origin in the selection and retention of contractors and subcontractors, including procurement of material and leases of equipment. The RECIPIENT will not participate either directly or indirectly in discrimination prohibited by 49 CFR 21.5, including employment practices when the contract covers a program set forth in Appendix A of 49 CFR part 21.

(3) Solicitations for contractors, including procurement of real property, materials, and equipment. In all solicitations made by competitive bidding or negotiation by the RECIPIENT for work to be performed under a contract or subcontract, including procurement of real property, materials, and purchase or lease of equipment, each potential contractor, subcontractor, supplier, or lessor shall be notified by the RECIPIENT of the RECIPIENT'S obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, disability, sex, or national origin. Any contract or agreement established shall contain the language from this Agreement's Appendix A and B, and where appropriate, Appendix C.

(4) Information and Reports. The RECIPIENT shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by ADOT, FHWA, and FTA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the RECIPIENT shall so certify to ADOT, FHWA, and FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Non-Compliance. In the event of the RECIPIENT'S non-compliance with the non-discrimination provisions of this Agreement, ADOT shall impose such sanctions as it, FHWA and FTA determine to be appropriate, including, but not limited to: withholding of payments to the RECIPIENT under the Agreement until the RECIPIENT complies, and/or cancellation, termination, or suspension of the Agreement, in whole or in part.

The RECIPIENT will include the provisions of Paragraphs (1) through (5) above in every contract, including procurement of materials and leases of equipment, unless exempt by the regulations, order, or instruction issued pursuant thereto. The RECIPIENT will take such action with respect to any subcontract or procurement as ADOT, FHWA, and FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that, in the event the RECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the RECIPIENT may request the State to

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enter into such litigation to protect the interests of the State, and in addition, may request the United States to enter into such litigation to protect the interests of the United States.

- 19) **Disadvantaged Business Enterprises (DBE):** The Arizona Department of Transportation (ADOT) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. ADOT has received Federal financial assistance from the Department of Transportation, and as a condition of receipt of funding, ADOT has signed an assurance that it will comply with 49 CFR Part 26.

It is ADOT's policy to ensure that DBEs as defined in 49 CFR Part 26 have an equal opportunity to receive and participate in DOT-assisted contracts. ADOT's objectives are as follows:

- To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's construction, procurement, and professional services contracts in the areas of highway, transit, and airport financial assistance;
- To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
- To create a level playing field on which DBEs can compete fairly for USDOT assisted contracts;
- To ensure that the DBE program is narrowly tailored in accordance with applicable law;
- To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
- To help remove barriers to the participation of DBEs in USDOT-assisted contracts; and
- To assist in the development of firms that can compete successfully in the market place outside the DBE program.

The ADOT Civil Rights Administrator, has been designated as the DBE Liaison Officer. In that capacity, she is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by ADOT in its financial assistance agreements with the U.S. Department of Transportation.

Each LPA, sub-recipient, and grantee must complete and have its executive officer sign a Sub-Recipient DBE Program Compliance Statement. In accordance with the compliance statement, all LPAs, sub-recipients, and grantees agree to the following:

- Use solicitation language provided by ADOT defining DBE requirements for all construction, professional services, and procurement contracts;
- Submit DBE goal requests via <https://adot.dbesystem.com/frontend/welcome.asp> using the ADOT DBE Goal Request Form(s);
- Conduct post-award monitoring and reporting using the online DBE data collection and reporting system found at <https://arizonalpa.dbesystem.com>;
- Ensure commercially useful function compliance post-award;
- Designate a single point of contact for DBE compliance purposes;

Additionally, all LPAs, sub-recipients, and grantees agree to collect the following information for each solicitation for which a DBE contract goal has been established:

- The names and contact information of DBE firms that will participate in the contract;
- A description of the work that each DBE will perform;
- The dollar amount of the participation of each DBE firm participating;
- Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment and
- If the contract goal is not met, evidence of good faith efforts.

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LPAs, sub-recipients, and grantees will require prime contractors, consultants, and vendors to maintain records and documents of payments to DBE and non-DBE subcontractors for three years following the performance of a federal aid transportation contract. These records will be made available for inspection upon request by any authorized representative of the ADOT Civil Rights Office. Subcontractors are required to maintain payment information for any lower tier subcontractors for the same three-year duration.

LPAs, sub-recipients, and grantees are required to collect data on DBE and non-DBE participation to report to ADOT on Federal-aid projects. Contractors and consultants are to be notified that such record keeping is required for tracking DBE participation. Contractors, consultants, and vendors performing on federal aid transportation projects are required to provide monthly reports documenting amounts earned by and paid to all DBEs and non-DBEs. All DBE and non-DBE subcontractors working on federal aid transportation projects are required to verify receipt of payment. Further, first tier subcontractors are required to report amounts earned by and paid to all lower-tier DBE and non-DBE subcontractors. Lower-tier subcontractors are required to verify receipt of payment.

Contractors, consultants, and vendors shall provide the required information for the current month by the 5th of the following month. The required information shall be submitted electronically through the Local Public Agency DBE data collection and reporting system. This system is located online at <https://arizonalpa.dbesystem.com>.

LPAs, sub-recipients, and grantees will submit project data in support of each semi-annual and annual submission made by the state. Sub-recipients are required to use the ADOT Local Public Agencies DBE Reporting System. This system may be accessed via www.arizonalpa.dbesystem.com. Semi-annual report data must be audited by LPAs, sub-recipients, and grantees for accuracy and completeness by May First and November First of each year. Semi-annual reports will be run by ADOT and reviewed with LPAs, sub-recipients, and grantees on an as-needed basis.

The ADOT DBE Program Plan and LPA/Sub-Recipient DBE Guidelines can be found online at www.azdot.gov.

- 20) **Immigration:** To the extent applicable under Arizona Revised Statutes Section 41-4401, each Party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes Section 23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Parties. Each Party retains the legal right to randomly inspect the papers and records of the other Parties or its subcontractor employees who work on the Agreement to ensure that the Parties or its subcontractors are complying with the above-mentioned warranty.
- 21) **Scrutinized Business Operations:** Pursuant to Arizona Revised Statutes Sections 35-391 and 35-393, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes Section 35-391 or 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.
- 22) **Debarment and Suspension.** The RECIPIENT agrees to comply, and assures the compliance of each third-party contractor and sub-recipient at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government-wide Debarment and Suspension Non-procurement)," 49 C.F.R. Part 29. The RECIPIENT agrees to and assures that its third party contractors and sub-recipients will review the Excluded Parties Listing System at <http://epls.arnet.gov/> before entering into any contracts.
- 23) **Termination for Convenience:** Either Party has the right to terminate the Agreement, in whole or in part at any time, when in the best interests of the FTA, RECIPIENT, or STATE without penalty or recourse.
- 24) **Transparency Act:** Because ADOT receives federal funds, ADOT is required to comply with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments. The reporting

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requirements and levels of reporting due to FTA are currently under development. Accordingly, ADOT is not currently aware of reporting requirements that might become required from RECIPIENTS. Should requirements be stipulated wherein information is required from RECIPIENTS, such information will be requested. The RECIPIENT herein agrees that in a timely manner, and in the method specified by the STATE, the RECIPIENT will provide information that is requested by the STATE to enable the STATE's compliance with the requirements as may be applicable.

- 25) **Termination for Default:** STATE reserves the right to terminate this Agreement in whole or in part due to failure of RECIPIENT to carry out any term, promise, or condition of the Agreement. STATE will issue a written ten (10) day cure notice to RECIPIENT for failure to adequately perform, or if there is reason for STATE to believe that the RECIPIENT cannot or will not adequately perform the requirements of the Agreement. If RECIPIENT does not submit a Corrective Action Plan to the satisfaction of STATE within the ten (10) day period, then STATE may pursue action in accordance with Section III: Arbitration.
- 26) **Federal Fiscal Year 2011 Certifications and Assurances for FTA Assistance Programs:** Pursuant to 49 U.S.C. 5323(n), the FTA consolidated the certifications and assurances required by Federal law or regulations for its programs with an effective date of October 1, 2010. The applicant for any project financed under the authority of 49 U.S.C. Chapter 53, Title 23, United States Code or any other Federal statute was required to submit new Federal FY 2011 Certifications and Assurances to FTA for any funding received through FTA during Federal FY 2011. The Arizona Department of Transportation (ADOT) is considered the Applicant for allocated and obligated federal monies used in various projects including but not limited to the 5310, 5311, 5316, 5317 grant programs, research projects, study projects, planning projects, regardless of whether the funds are expended by ADOT, reimbursed to grant applicants / recipients / sub-recipients / contractors, or passed through to grant applicants / recipients / sub-recipients / contractors and is required to submit annual Certifications and Assurances to FTA. Attorney affirmation of authority to certify and assure is also required.

Annual Certifications and Assurances to FTA generally remain in effect for either the duration of the Grant or Cooperative Agreement supporting the Project until the Project is closed out or for the duration of the Project or Project property when a useful life or industry standard is in effect, whichever occurs later. If, however, the Applicant provides Certifications and Assurances to FTA in a later year that differ from the Certifications and Assurances previously provided, the later Certifications and Assurances will apply to the Grant, Cooperative Agreement, Project, or Project property unless an exception is granted by FTA in writing. The effect of this is that ADOT must sign new certifications and assurances annually since changes typically occur annually.

As the applicant, ADOT is responsible for compliance with the provisions of the FTA Certifications and Assurances by each recipient or sub-recipient. Accordingly, each sub-recipient that will be implementing projects is required to affirm compliance by submitting an annual Certification and Assurances to ADOT.

The FTA Certification and Assurances required of ADOT and its recipients / sub-recipients are found in Exhibit B. Throughout the document, the term "Applicant" referred to ADOT in the original certification to the FTA and now refers to ADOT's recipients / sub-recipients in this certification. Completion and Signing of this FTA Certification and Assurances document is a requirement and a condition to receive federal funding through ADOT and does not relieve the sub-recipient of any obligation of other certifications or assurances required in any application or contracting process, and should be treated as an addition to such certifications and assurances. Specific FTA Certification and Assurances may not be immediately applicable to funding or programs for the RECIPIENT. All are required in the event that, through the life of this Agreement, they may become applicable.

- 27) **Entire Agreement.** This Agreement may be amended, modified, or waived only by an instrument in writing signed by both Parties. Should the PROJECT awarded under this Agreement be completed at a lower cost than the amount awarded, or for any other reason should any of these funds not be expended, or expended in other than in strict accordance with the terms and conditions of this Agreement, a proportionate amount of the funds provided shall be reimbursed to the STATE. Except as identified in the PROJECT the RECIPIENT shall not assign any portion of the PROJECT or execute any agreement, contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the STATE.

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28) Communication: All notices or demands upon any party relating to this Agreement shall be in writing delivered in person or sent by mail addressed as follows:

	<u>STATE Agreement Contact:</u>	<u>STATE Reimbursement Contact:</u>
Contact	Arizona Department of Transportation Sally J. Palmer Contracts Administrator	Arizona Department of Transportation Mary Ann Roder Finance & Administration Manager
Mailing Address	Multimodal Planning Division Mail Drop 310B 206 S. 17 th Avenue Phoenix, AZ 85007	Multimodal Planning Division Mail Drop 310B 206 S. 17 th Avenue Phoenix, AZ 85007
Phone	602-712-6732	602-712-7333
Fax	602-712-3046	602-712-3046
Email	spalmer@azdot.gov	mroder@azdot.gov

This box to be completed by ADOT MPD.

	<u>STATE Program Contact:</u>	<u>RECIPIENT Program Contact:</u>
Contact	Arizona Department of Transportation Ann Cochran Management Analyst III	«Agency_Name_Awarded» «Contact_Name»
Mailing Address	Mail Drop 340B 206 S. 17 th Avenue Phoenix, AZ 85007	«Street_Address» «City», «State» «Zip»
Phone	602-712-7463	«Contact_Phone»
Fax	602-712-3046	«Contact_Fax»
Email	achochran@azdot.gov	«Contact_Email»

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V. RESPONSIBILITY MATRIX

Actions (from inception to completion)	RECIPIENT Responsible Person	STATE / ADOT Responsible Person	Due Date
Provide transit services to service area	Transit Manager		Ongoing
Submit progress report and reimbursement requests on a monthly basis	Grant Accountant		Monthly
Submit vehicle specifications for review and approval prior to purchase	Transit Manager		Prior to vehicle procurement
Approve vehicle specifications		5311 Administrator	Within 5 days of receipt
Submit procurement information	Transit Manager		Prior to reimbursement
Review and approve procurement package		5311 Administrator	Within 5 days of receipt
Review progress reports and reimbursement requests for program compliance		5311 Administrator	Within 5 days of receipt
Submit reimbursement requests to grant accountant	Grant Accountant	Management Analyst (Ann Cochran)	Within 5 days of receipt
Process reimbursement requests for payment		Grant Accountant (Jeff Sloan)	Within 2 weeks of receipt
DBE report of all contract invoices through https://arizonalpa.dbesystem.com	Transit Manager/Grant Accountant		Monthly reporting of contract invoices as applicable
Procurement Process	Transit Manager	5311 Administrator	As Needed
Compliance with contract	Transit Manager		Ongoing
Final capital invoice due	Transit Manager		November 30 – two (2) calendar years from the date eligible for reimbursement.

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VI. CRITERIA FOR FUNDING

Refer to the *Capital and Facility Procurement Handbook* located on the Multimodal Planning (MPD) website Section 5311, Rural Public Transportation Program page:

http://mpd.azdot.gov/MPD/Community_Grant_Services/Section5311.asp

Vehicles Purchases – Required Information

- Submission of vehicle specifications and approval from ADOT Program Manager
- Date RFP Out For Bid
- Contract Awarded Date
- First Vehicle Delivery Date
- All Vehicles Delivered Date
- Contract Complete

Piggyback Purchases – Obtain Information from Original Requestor

- Must include a copy of the original contract
- Date RFP Out For Bid
- Contract Awarded Date
- First Vehicle Delivery Date
- All Vehicles Delivered Date
- Contract Complete

Prior to Reimbursement of Vehicles the Following Information Must Be Provided to ADOT:

- All vehicles must have ADOT as the listed lienholder – ADOT lienholder Number G00004004
- Proof of insurance
- Original Title
- Copy of Invoice

All Other Capital

- Date RFP Out For Bid
- Date Contract Awarded
- Date Contract Complete

VII. SECURITY AGREEMENT

- 1) In consideration of the STATE / FTA funding for the purchase of any PROJECT equipment identified in Exhibit A including any equipment added, the RECIPIENT hereby grants ADOT a security interest in the PROJECT equipment in the amount of indicated in Exhibit A as the “Federal Portion” payable to the Department upon its demand, if and only if:
 - a. The RECIPIENT by itself or any agent sells, transfers, offers or attempts to sell or transfer, in whole or in part, the PROJECT equipment, or,
 - b. The PROJECT equipment is totally destroyed or is lost, stolen or otherwise disappears, or,
 - c. This Agreement by and between the STATE and the RECIPIENT is terminated.
- 2) In the event of the occurrences described in Paragraphs 1 or 3 above, the RECIPIENT shall be liable for no more than the fair market value of the PROJECT equipment on the date of the occurrence of such event.
- 3) In the event the PROJECT is totally destroyed, lost, stolen, or disappears, the obligation herein may be extinguished by assigning to ADOT the proceeds of insurance covering such an event, provided the assignment and the ultimate payment is equal to the fair market value of the PROJECT equipment on the date of occurrence of such event.
- 4) Upon the occurrence of any other event described herein which would allow the STATE to demand payment under this agreement, the obligation assured herein may be extinguished by assigning the herein PROJECT equipment to ADOT in as good a condition as when received, normal wear and tear excepted, thereby no longer having any further

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obligation to reimburse the STATE should the STATE exercise its right to terminate the agreement under the terms of the agreement under paragraph (2) of Section III. ADOT may refuse to accept such assignment, if in its sole judgment the PROJECT equipment has been abused or is in such condition as to substantially impair its value.

- 5) During the useful, economical life of the PROJECT equipment, as defined in the applicable Program Handbook and Application for the grant year, the equipment may be returned to ADOT subject to its acceptance, and the obligation herein will be extinguished.
- 6) In the event of a vehicle transfer back to ADOT during useful life, the Secondary Manufacturer and Aftermarket Vehicle Components, in addition to the original equipment manufacturer (OEM) components (as supplied by the manufacturer or vendor to the STATE or ADOT) or their equivalent—must remain with the vehicle as delivered by ADOT to the RECIPIENT and are considered to be included in the lien.
- 7) **Secondary Manufacturer and Aftermarket Vehicle Components As Part of the Lien for Lift-Equipped Vehicles:**
In addition to the Original Equipment Manufacturer (OEM—i.e., Ford, Dodge, Chevrolet, etc.) chassis, the Secondary Manufacturer adds to this chassis the following equipment, non-inclusive, which are considered part of the vehicle and therefore remain on lien with the vehicle, along with OEM components (Note: as a part of the vehicle modifications, the Secondary Manufacturer may also remove some OEM parts, replacing with after-market items):
 - a. Fast idle system, after-market alternator (200A) replacing OEM unit, related wiring, accessory drive belts and pulleys (varies by vehicle type, alternator and A/C compressor configuration), inside vehicle-located electrical fuse, fuse block and breaker box with key(s),
 - b. Under-hood or elsewhere on chassis, dual deep cycle marine batteries, in some vehicles combined with an isolator system,
 - c. Adjacent to, behind and above the front windshield area, a separate or modified body which is manufactured and installed in the driver and passenger compartment area to accommodate the driver, his/her vehicle and accessory system controls, and passenger, mobility-device and safety equipment. This body construction or modification typically includes related after-market windows, passenger service entry door(s), emergency rear door(s), and emergency exit/access door (i.e., hatch, roof mounted). The degree to which OEM equipment and body parts (including doors, windows, etc.) are removed permanently by the secondary manufacturer for the latter's vehicle modification purposes varies by whether the vehicle is a dual-rear wheel cutaway or single rear wheel raised roof lift van,
 - d. Passenger (and on some vehicles, driver's) seats and, where required, seat belts,
 - e. Passenger ingress, egress and other assist stanchions and handrails, modesty panels,
 - f. Wheelchair lift door, lift mechanism and related control apparatus at the lift and driver area, related transmission/brake interlock equipment preventing unwanted motion of the vehicle when door is ajar and/or lift is otherwise in operation,
 - g. Wheelchair position components, related restraint and securement belts and belt storage,
 - h. Added springs or other weight compensating devices to suspension,
 - i. Additional equipment related to dual battery installation (in some units),
 - j. Basic first aid kit and other emergency/safety items, typically including flares, reflector triangles and fire extinguisher, wide-view internal rearview mirror, and outside rearview "RV-style" mirrors, internal and external lighting for lift, access doors and interior of vehicle, reverse alarm (some vehicles),
 - k. Rear heater and related lines and under-body flow controls,
 - l. Air conditioning equipment for rear passenger area including added condenser(s) (street-side "skirt" mounted), rear compartment evaporator, related refrigerant lines, air outlets and controls, on some units added (second compressor and related belts and pulleys.
 - m. If the recipient-agency returning the vehicle to ADOT is uncertain regarding any particular component, it may contact ADOT or the issuing vendor regarding that component(s). The RECIPIENT should otherwise assume that any component supplied on or with the vehicle at the time of delivery to the RECIPIENT should be returned to ADOT in its originally-removed state.
 - n. Other equipment purchased by ADOT (on behalf of the recipient-agency) is to remain with vehicle or otherwise be returned to ADOT.
 - o. After-market communication radios or other communication equipment supplied by ADOT, if ADOT agrees that the RECIPIENT should have further legitimate use of the equipment should be returned to ADOT.

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- p. This list includes only “major” items added by the after-market supplier and shall not be considered all-inclusive. The vendor and ADOT retain on file complete parts listings that will be reviewed by ADOT upon return of the vehicle to ADOT and/or prior to transfer of the vehicle to another recipient agency.
- 8)** This security agreement and its terms shall not inure to the benefit of any assignee, purchaser for value, or any other person acquiring an interest herein, and this security interest herein created shall not be extinguished until and unless the STATE receives the fair market value of the PROJECT equipment on the date of assignment, purchase, or acquisition of other interest.

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FEDERAL FISCAL YEAR 2011 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

Name of Applicant	City of Cottonwood	
The Applicant / Recipient / Sub-Recipient agrees to comply with applicable provisions of the Categories indicated herein. Details of each category are further explained in Exhibit B.		
Category / Item	Description	Initial Each
01	Assurances Required for Each Applicant	
A	<i>Assurance of Authority of the Applicant and Its Representative</i>	
B	<i>Standard Assurances</i>	
C	<i>Intergovernmental Review Assurance</i>	
D	<i>Nondiscrimination Assurance</i>	
E	<i>Assurance of Nondiscrimination on the Basis of Disability</i>	
F	<i>Suspension and Debarment</i>	
G	U.S. OMB Assurances	
02	Lobbying	
03	Procurement Compliance	
04	Protections for Private Transportation Providers	
05	Public Hearing	
06	Acquisition of Rolling Stock for Use in Revenue Service	
07	Acquisition of Capital Assets by Lease	
08	Bus Testing	
09	Charter Service Agreement	
10	School Transportation Agreement	
11	Demand Responsive Service	
12	Alcohol Misuse and Prohibited Drug Use	
13	Interest and Other Financing Costs	
14	Intelligent Transportation Systems	
15	Urbanized Area Formula Program	
16	Clean Fuels Grant Program	
17	Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program	
18	Non-Urbanized Area Formula Program for States	
19	Job Access and Reverse Commute Program	
20	New Freedom Program	
21	Paul S. Sarbanes Transit in Parks Program	
22	Tribal Transit Program	
23	TIFIA Projects	
24	Deposits of Federal Financial Assistance to a State Infrastructure Bank	

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(Required of all Applicants for FTA assistance and all FTA Grantees with an active capital or formula project)

AFFIRMATION OF APPLICANT

Name of Applicant: City of Cottonwood

Name and Relationship of Authorized Representative: Richard M. Faust - Community Service General Manager over Transportation Services

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the certifications and assurances as indicated on the foregoing page applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2011.

FTA intends that the certifications and assurances the Applicant selects on the other side of this document, as representative of the certifications and assurances in this document, should apply, as provided, to each project for which the Applicant seeks now, or may later, seek FTA assistance during Federal Fiscal Year 2011.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature _____ Date: _____

Name _____
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): City of Cottonwood

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Signature _____ Date: _____

Name _____
Attorney for Applicant

Each Applicant for FTA financial assistance and each FTA Grantee with an active capital or formula project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

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CERTIFICATION FOR CIVIL RIGHTS COMPLAINT STATUS

- I hereby certify that our organization does NOT have any pending Title VI (Civil Rights) complaints of discrimination filed against its transit program.

- I hereby certify that our organization DOES have 0 (number) pending Title VI (Civil Rights) complaints of discrimination filed against its transit program. This complaint(s), and its status, is briefly described below. The agency agrees it will keep the Arizona Department of Transportation's Civil Rights Office informed of any changes in the status of that complaint(s).

N/A

To comply with the Civil Rights Act of 1964, Title VI, the Americans with Disabilities Act of 1990, Title II, and the Vocational Rehabilitation Act of 1973, Section 504, we do not discriminate on the basis of disability, race, color, national origin, age, or gender.

By _____
Signature

Print Signatory Name and Title

Date Signed

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**CERTIFICATION
OF
RESTRICTIONS ON LOBBYING**

Name and Title of Authorized Official: _____ hereby certify to the Arizona Department
of Transportation, on behalf of _____ Name of Grantee: _____ that to the best of my
knowledge and belief:

1. No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and
 - a. If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.
 - b. The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, contracts under grants, loans, and cooperative agreements).
2. The Applicant understands that this certification is a material representation of fact upon which reliance is placed by the Federal Government and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By _____
Signature

Print Signatory Name and Title

Date Signed

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

The Grantee under this FTA project Name of Grantee: certifies to the best of its knowledge and belief, that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default;
- (d) have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the Grantee is unable to certify to any of the statements in this certification, such Grantee shall attach an explanation to this certification).

THE GRANTEE, [Redacted] (*name of grantee*), CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF Title 49 CFR PART 29 and FTA C.2015.1 ARE APPLICABLE THERETO.

By _____
Signature

Print Signatory Name and Title

Date Signed

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED
TRANSACTIONS**

The Grantee under this FTA project [redacted] certifies [redacted] *(name of grantee)* to the best of its knowledge and belief, that it and its prospective lower tier participants:

- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- (2) if the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this certification.

THE GRANTEE, [redacted] *(name of grantee)*, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF Title 49 CFR PART 29 and FTA C.2015.1 ARE APPLICABLE THERETO.

By _____
Signature

Print Signatory Name and Title

Date Signed

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

RECIPIENT

«Agency_Name_Awarded»

STATE OF ARIZONA

Arizona Department of Transportation

By

Print Signatory Name and Title:

«Agency_Name_Awarded»

By

Jennifer Toth, Division Director
Multimodal Planning Division

Date Signed

Date Signed

Attest

Print Signatory Name and Title:

Date Signed

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APPROVAL OF (AGENCY NAME)

I have reviewed the above referenced proposed grant agreement, BETWEEN the STATE OF ARIZONA, by and through its ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION and (AGENCY NAME), and declare this agreement to be in proper form and within the powers and authority granted to the (AGENCY NAME) under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this _____ day of _____, 2011

Attorney for the (AGENCY NAME)

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**EXHIBIT A
PROJECT**

To be inserted Upon Award Determination

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**EXHIBIT A
PROJECT**

To be inserted Upon Award Determination

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**EXHIBIT A
PROJECT**

To be inserted Upon Award Determination

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**EXHIBIT A
PROJECT**

To be inserted Upon Award Determination EXHIBIT A

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**EXHIBIT A
PROJECT**

To be inserted Upon Award Determination

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EXHIBIT B

FEDERAL FISCAL YEAR 2011 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

Category 01. ASSURANCES REQUIRED FOR EACH APPLICANT

Each Applicant for FTA assistance through ADOT must provide all assurances in this Category "01." Except to the extent that FTA expressly determines otherwise in writing, FTA may not award any Federal assistance until the Applicant provides the following assurances by selecting Category "01."

A. Assurance of Authority of the Applicant and Its Representative

The authorized representative of the Applicant and the attorney who sign these certifications, assurances, and agreements affirm that both the Applicant and its authorized representative have adequate authority under applicable State, local, or Indian Tribal law and regulations, and the Applicant's by-laws or internal rules to:

- (1) Execute and file the application for Federal assistance on behalf of the Applicant;
- (2) Execute and file the required certifications, assurances, and agreements on behalf of the Applicant binding the Applicant; and
- (3) Execute grant agreements and cooperative agreements with FTA on behalf of the Applicant.

B. Standard Assurances

The Applicant assures that it will comply with all applicable Federal statutes and regulations in carrying out any project supported by an FTA grant or cooperative agreement. The Applicant agrees that it is under a continuing obligation to comply with the terms and conditions of the FTA grant agreement or cooperative agreement, including the FTA / ADOT Master Agreement that is incorporated by reference and made part of the latest amendment to its grant agreement or cooperative agreement with FTA issued for its project. The Applicant recognizes that Federal laws and regulations may be modified from time to time and those modifications may affect project implementation. The Applicant understands that Presidential executive orders and Federal directives, including Federal policies and program guidance may be issued concerning matters affecting the Applicant or its project. The Applicant agrees that the most recent Federal laws, regulations, and directives will apply to the project, unless FTA issues a written determination otherwise.

C. Intergovernmental Review Assurance

Except if the Applicant is an Indian Tribal government seeking assistance authorized by 49 U.S.C. 5311(c)(1), the Applicant assures that each application for Federal assistance it submits to FTA through ADOT has been submitted or will be submitted for intergovernmental review to the appropriate State and local agencies as determined by the State. Specifically, the Applicant assures that it has fulfilled or will fulfill the obligations imposed on FTA by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17. This assurance does not apply to Applicants for Federal assistance under FTA's Tribal Transit Program, 49 U.S.C. 5311(c)(1).

D. Nondiscrimination Assurance

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Applicant assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Applicant receives Federal assistance awarded by the U.S. DOT or FTA. Specifically, during the period in which Federal assistance is extended to the project, or project property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Applicant retains ownership or possession of the project property, whichever is longer, the Applicant assures that:

- (1) Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project;
- (2) It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Applicant assures that it will submit the required information pertaining to its compliance with these provisions;
- (3) It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d and 49 CFR part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project;
- (4) Should it transfer real property, structures, or improvements financed with Federal assistance provided by FTA to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which

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the property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits;

(5) The United States has a right to seek judicial enforcement with regard to any matter arising under Title VI of the Civil Rights Act, U.S. DOT implementing regulations, and this assurance; and

(6) It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to achieve compliance with the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21.

E. Assurance of Nondiscrimination on the Basis of Disability

As required by U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” at 49 CFR 27.9, the Applicant assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Applicant assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, et seq., and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq., and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated.

F. Suspension and Debarment

In accordance with the terms of U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” 2 CFR Part 180:

(1) The Applicant (Primary Participant) certifies to the best of its knowledge and belief, that it and its principals, including its first tier subrecipients: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded or disqualified from covered transactions by any Federal department or agency; (b) Have not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction; violation of any Federal or State antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; (d) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) The Applicant (Primary Participant) certifies that it and its principals, including its first tier subrecipients, will treat each lower tier contract or lower tier subcontract under the Project that (a) equals or exceeds \$25,000, (b) is for audit services, or (3) requires the consent of a Federal official, as a covered contract for purposes of 2 CFR Part 1200 and 2 CFR Part 180, and will otherwise comply with the Federal requirements of 2 CFR Part 1200 and 2 CFR Part 180, and will assure that each lower tier participant involved in the Project is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded or disqualified from participation in this transaction by any Federal department or agency;

(3) The Applicant (Primary Participant) certifies that if, later, it or its principals, including any of its first tier subrecipients, become aware of any information contradicting the statements of subparagraphs (1)(a) through (d) above, it will promptly provide any necessary information to FTA;

(4) If the Applicant (Primary Participant) or any of its principals, including any of its first tier subrecipients or lower tier participants, is unable to certify to the statements within paragraphs (1), (2), and (3) above, the Applicant shall indicate so on its Signature Page or a Page attached in FTA's TEAM system providing a written explanation to FTA.

G. U.S. OMB Assurances

Consistent with U.S. OMB assurances set forth in SF–424B and SF–424D, the Applicant assures that, with respect to itself or its project, the Applicant:

(1) Has the legal authority to apply for Federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to assure proper planning, management, and completion of the project described in its application;

(2) Will give FTA, the Comptroller General of the United States, and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;

(3) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;

(4) Will initiate and complete the work within the applicable project time periods following receipt of FTA approval;

(5) Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to: (a) Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25, which prohibit discrimination on the basis of sex; (c) Section 504 of the

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Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability; (d) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 *et seq.*, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd through 290dd–2., relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing; and (i) Any other nondiscrimination statute(s) that may apply to the project;

(6) To the extent applicable, will comply with, or has complied with, the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (Uniform Relocation Act) 42 U.S.C. 4601 *et seq.*, which, among other things, provide for fair and equitable treatment of persons displaced or persons whose property is acquired as a result of Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes and displacement caused by the project regardless of Federal participation in any purchase. As required by sections 210 and 305 of the Uniform Relocation Act, 42 U.S.C. 4630 and 4655, and by U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,” 49 CFR 24.4, the Applicant assures that it has the requisite authority under applicable State and local law to comply with the requirements of the Uniform Relocation Act, 42 U.S.C. 4601 *et seq.*, and U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,” 49 CFR part 24, and will comply with that Act or has complied with that Act and those implementing regulations, including but not limited to the following: (a) The Applicant will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24; (b) The Applicant will provide fair and reasonable relocation payments and assistance as required by 42 U.S.C. 4622, 4623, and 4624; 49 CFR part 24; and any applicable FTA procedures, to or for families, individuals, partnerships, corporations, or associations displaced as a result of any project financed with FTA assistance; (c) The Applicant will provide relocation assistance programs offering the services described in 42 U.S.C. 4625 to such displaced families, individuals, partnerships, corporations, or associations in the manner provided in 49 CFR part 24; (d) Within a reasonable time before displacement, the Applicant will make available comparable replacement dwellings to displaced families and individuals as required by 42 U.S.C. 4625(c)(3); (e) The Applicant will carry out the relocation process in such manner as to provide displaced persons with uniform and consistent services, and will make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin; (f) In acquiring real property, the Applicant will be guided to the greatest extent practicable under State law, by the real property acquisition policies of 42 U.S.C. 4651 and 4652; (g) The Applicant will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, with the understanding that FTA will provide Federal financial assistance for the Applicant’s eligible costs of providing payments for those expenses, as required by 42 U.S.C. 4631; (h) The Applicant will execute such amendments to third party contracts and subagreements financed with FTA assistance and execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement the assurances provided herein; and (i) The Applicant agrees to make these assurances part of or incorporate them by reference into any third party contract or subagreement, or any amendments thereto, relating to any project financed by FTA involving relocation or land acquisition and provide in any affected document that these relocation and land acquisition provisions shall supersede any conflicting provisions;

(7) To the extent applicable, will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland “Anti-Kickback” Act, as amended, at 18 U.S.C. 874, and at 40 U.S.C. 3145, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for Federally assisted projects;

(8) To the extent applicable, will comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a (a), requiring the Applicant and its subrecipients in a special flood hazard area to participate in the program and purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;

(9) To the extent applicable, will comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures;

(10) To the extent applicable, will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities on which a construction project supported with FTA assistance takes place without permission and instructions from FTA;

(11) To the extent required by FTA, will record the Federal interest in the title of real property, and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project;

(12) To the extent applicable, will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications of any construction project supported with FTA assistance. As required by U.S. DOT regulations, “Seismic Safety,” 49 CFR 41.117(d), before accepting delivery of any building financed with FTA assistance, it will obtain a certificate of compliance with the seismic design and construction requirements of 49 CFR part 41;

(13) To the extent applicable, will provide and maintain competent and adequate engineering supervision at the construction site of any project supported with FTA assistance to assure that the complete work conforms with the approved plans and specifications, and will furnish progress reports and such other information as may be required by FTA or the State;

(14) To the extent applicable, will comply with any applicable environmental standards that may be prescribed to implement the following Federal laws and executive orders: (a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 through 4335 and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note; (b) Notification of violating facilities pursuant to Executive Order No. 11738, 42 U.S.C. 7606 note;

(c) Protection of wetlands pursuant to Executive Order No. 11990, 42 U.S.C. 4321 note; (d) Evaluation of flood hazards in floodplains in accordance with Executive Order No. 11988, 42 U.S.C. 4321 note; (e) Assurance of project consistency with the approved State management program developed pursuant to the requirements of the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 through 1465; (f) Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 through 7671q; (g) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f through 300j–6; (h) Protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 through 1544; and (i) Environmental

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protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation project as required by 49 U.S.C. 303(b) and 303(c); (j) Protection of the components of the national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 through 1287; and (k) Provision of assistance to FTA in complying with section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f; with the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 through 469c; and with Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note;

(15) To the extent applicable, will comply with the requirements of the Hatch Act, 5 U.S.C. 1501 through 1508 and 7324 through 7326, which limit the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds including a Federal loan, grant agreement, or cooperative agreement except, in accordance with 49 U.S.C. 5307(k)(2) and 23 U.S.C. 142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom that Act does not otherwise apply;

(16) To the extent applicable, will comply with the National Research Act, Pub. L. 93–348, July 12, 1974, as amended, 42 U.S.C. 289 *et seq.* and U.S. DOT regulations, “Protection of Human Subjects,” 49 CFR part 11, regarding the protection of human subjects involved in research, development, and related activities supported by Federal assistance;

(17) To the extent applicable, will comply with the Animal Welfare Act, as amended, 7 U.S.C. 2131 *et seq.*, and U.S. Department of Agriculture regulations, “Animal Welfare,” 9 CFR subchapter A, parts 1, 2, 3, and 4, regarding the care, handling, and treatment of warm blooded animals held or used for research, teaching, or other activities supported by Federal assistance;

(18) Will have performed the financial and compliance audits as required by the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 *et seq.*, U.S. OMB Circular A–133, “Audits of States, Local Governments, and Non-Profit Organizations,” Revised, and the most recent applicable U.S. OMB A–133 Compliance Supplement provisions for the U.S. DOT; and

(19) To the extent applicable, will comply with all applicable provisions of all other Federal laws or regulations, and follow Federal directives governing the project, except to the extent that FTA has expressly approved otherwise in writing.

02. LOBBYING CERTIFICATION

An Applicant that submits or intends to submit an application to FTA for any Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance exceeding \$100,000 is required to provide the following certification. FTA may not award Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance exceeding \$100,000 until the Applicant provides this certification by selecting Category “02.” Because ADOT receives in excess of \$100,000 in federal assistance, all sub-recipients must comply with category “02”.

A. As required by 31 U.S.C. 1352 and U.S. DOT regulations, “New Restrictions on Lobbying,” at 49 CFR 20.110, the Applicant’s authorized representative certifies to the best of his or her knowledge and belief that for each application to U.S. DOT or FTA for a Federal grant, loan (including a line of credit), cooperative agreement, or a commitment that the Federal Government to guarantee or insure a loan exceeding \$100,000:

(1) No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, or the extension, continuation, renewal, amendment, or modification of any Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance;

(2) If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, the Applicant assures that it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

(3) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, and contracts under grants, loans (including a line of credit), cooperative agreements, loan guarantees, and loan insurance).

B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

03. PROCUREMENT COMPLIANCE

In accordance with 49 CFR 18.36(g)(3)(ii), each Applicant that is a State, local, or Indian Tribal government that is seeking Federal assistance to acquire property or services in support of its project is requested to provide the following certification by selecting Category “03.” FTA also requests other Applicants to provide the following certification. An Applicant for FTA assistance to acquire property or services in support of its project that fails to provide this certification may be determined ineligible for award of Federal assistance for the project, if FTA determines that its procurement practices and procurement system fail to comply with Federal laws or regulations in accordance with applicable Federal directives.

The Applicant certifies that its procurements and procurement system will comply with all applicable Federal laws and regulations in accordance with applicable Federal directives, except to the extent FTA has expressly approved otherwise in writing.

04. PROTECTIONS FOR PRIVATE TRANSPORTATION PROVIDERS

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Each Applicant that is a State, local, or Indian Tribal government that is seeking Federal assistance authorized under 49 U.S.C. chapter 53 to acquire any property or an interest in the property of a private provider of public transportation or to operate public transportation equipment or facilities in competition with, or operate public transportation equipment or facilities in addition to, transportation service provided by an existing private provider of public transportation is required to provide the following certification. FTA may not award Federal assistance for such a project until the Applicant provides this certification by selecting Category “04.”

As required by 49 U.S.C. 5323(a)(1), the Applicant certifies that before it acquires the property or an interest in the property of a private provider of public transportation or operates public transportation equipment or facilities in competition with, or in addition to, transportation service provided by an existing public transportation company, it has or will have:

- A. Determined that the assistance is essential to carrying out a program of projects as required by 49 U.S.C. 5303, 5304, and 5306;
- B. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible; and
- C. Paid just compensation under State or local law to the company for any franchise or property acquired.

05. PUBLIC HEARING

An Applicant seeking Federal assistance authorized under 49 U.S.C. Chapter 53 for a capital project that will substantially affect a community or a community's public transportation service is required to provide the following certification. FTA may not award Federal assistance for a capital project of that type until the Applicant provides this certification by selecting Category “05.”

As required by 49 U.S.C. 5323(b), for a proposed capital project that will substantially affect a community or the public transportation service of a community, the Applicant certifies that it has, or before submitting its application, it will have:

- A. Provided an adequate opportunity for public review and comment on the proposed project;
- B. After providing notice, including a concise description of the proposed project, published in a newspaper of general circulation in the geographic area to be served, held a public hearing on the project if the project affects significant economic, social, or environmental interests;
- C. Considered the economic, social, and environmental effects of the proposed project; and
- D. Determined that the proposed project is consistent with official plans for developing the community.

06. ACQUISITION OF ROLLING STOCK FOR USE IN REVENUE SERVICE

An Applicant seeking Federal assistance authorized under 49 U.S.C. Chapter 53 to acquire any rolling stock for use in revenue service is required to provide the following certification. FTA may not award any Federal assistance to acquire such rolling stock until the Applicant provides this certification by selecting Category “06.”

As required by 49 U.S.C. 5323(m) and implementing FTA regulations, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases,” 49 CFR part 663, at 49 CFR 663.7, the Applicant certifies that it will comply with the requirements of 49 CFR part 663 as modified by amendments authorized by section 3023(k) of SAFETEA–LU when procuring revenue service rolling stock.

Among other things, the Applicant agrees to conduct or cause to be conducted the requisite pre-award and post delivery reviews, and maintains on file the certifications required by 49 CFR part 663, subparts B, C, and D.

07. ACQUISITION OF CAPITAL ASSETS BY LEASE

An Applicant that intends to request the use of Federal assistance authorized under 49 U.S.C. Chapter 53 to acquire capital assets by lease is required to provide the following certifications. FTA may not provide Federal assistance to support those costs until the Applicant provides this certification by selecting Category “07.”

As required by FTA regulations, “Capital Leases,” 49 CFR part 639, at 49 CFR 639.15(b)(1) and 49 CFR 639.21, if the Applicant acquires any capital asset by lease financed with Federal assistance authorized under 49 U.S.C. chapter 53, the Applicant certifies as follows:

- (1) It will not use Federal assistance authorized under 49 U.S.C. chapter 53 to finance the cost of leasing any capital asset until it performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset; and it will complete these calculations before entering into the lease or before receiving a capital grant for the asset, whichever is later; and
- (2) It will not enter into a capital lease for which FTA can provide only incremental Federal assistance unless it has adequate financial resources to meet its future obligations under the lease if Federal assistance is not available for capital projects in the subsequent years.

08. BUS TESTING

An Applicant for Federal assistance appropriated or made available for 49 U.S.C. Chapter 53 to acquire any new bus model or any bus model with a new major change in configuration or components is required to provide the following certification. FTA may not provide Federal assistance for the acquisition of any new bus model or bus model with a major change until the Applicant provides this certification by selecting Category “08.”

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As required by 49 U.S.C. 5318 and FTA regulations, “Bus Testing,” at 49 CFR 665.7, the Applicant certifies that, before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components, or before authorizing final acceptance of that bus (as described in 49 CFR part 665):

- A. The bus model will have been tested at FTA’s bus testing facility; and
- B. The Applicant will have received a copy of the test report prepared on the bus model.

09. CHARTER SERVICE AGREEMENT

An Applicant seeking Federal assistance authorized under 49 U.S.C. chapter 53 (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, to acquire or operate any public transportation equipment or facilities is required to enter into the following Charter Service Agreement. FTA may not provide Federal assistance authorized under 49 U.S.C. chapter 53 (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, for such projects until the Applicant enters into this Charter Service Agreement by selecting Category “09.”

A. As required by 49 U.S.C. 5323(d) and (g) and FTA regulations at 49 CFR 604.4, the Applicant understands and agrees that it and each subrecipient, lessee, third party contractor, or other participant in the project at any tier may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, “Charter Service,” 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

B. The Applicant understands and agrees that:

- (1) The requirements of FTA regulations, “Charter Service,” 49 CFR part 604, will apply to any charter service it or its subrecipients, lessees, third party contractors, or other participants in the project provide;
- (2) The definitions of FTA regulations, “Charter Service,” 49 CFR part 604, will apply to this Charter Service Agreement; and
- (3) A pattern of violations of this Charter Service Agreement may require corrective measures and imposition of remedies, including barring the Applicant, subrecipient, lessee, third party contractor, or other participant in the project that has engaged in that pattern of violations from receiving FTA financial assistance, or withholding an amount of Federal assistance as set forth in FTA regulations, “Charter Service,” 49 CFR part 604, Appendix D.

10. SCHOOL TRANSPORTATION AGREEMENT

An Applicant that is seeking Federal assistance authorized under 49 U.S.C. Chapter 53 or under 23 U.S.C. 133 or 142 to acquire or operate public transportation facilities and equipment is required to enter into the following School Transportation Agreement. FTA may not provide Federal assistance authorized under 49 U.S.C. chapter 53 or under 23 U.S.C. 133 or 142 for such projects until the Applicant enters into this School Transportation Agreement by selecting Category “10.”

A. As required by 49 U.S.C. 5323(f) and (g) and FTA regulations at 49 CFR 605.14, the Applicant understands and agrees that it and each subrecipient, lessee, third party contractor, or other participant in the project at any tier may engage in school transportation operations in competition with private school transportation operators that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, “School Bus Operations,” 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) or (g), the terms and conditions of which are incorporated herein by reference.

B. The Applicant understands and agrees that:

- (1) The requirements of FTA regulations, “School Bus Operations,” 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) or (g), will apply to any school transportation service it or its subrecipients, lessees, third party contractors, or other participants in the project provide;
- (2) The definitions of FTA regulations, “School Bus Operations,” 49 CFR part 605 will apply to this School Transportation Agreement; and
- (3) If there is a violation of this School Transportation Agreement, FTA will bar the Applicant, subrecipient, lessee, third party contractor, or other participant in the project that has violated this School Transportation Agreement from receiving Federal transit assistance in an amount FTA considers appropriate.

11. DEMAND RESPONSIVE SERVICE

An Applicant that operates demand responsive service and applies for direct Federal assistance authorized under 49 U.S.C. Chapter 53 to acquire non-rail public transportation vehicles is required to provide the following certification. FTA may not award direct Federal assistance authorized under 49 U.S.C. chapter 53 to an Applicant that operates demand responsive service to acquire non-rail public transportation vehicles until the Applicant provides this certification by selecting Category “11.”

As required by U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” at 49 CFR 37.77(d), the Applicant certifies that its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Viewed in its entirety, the Applicant’s service for individuals with disabilities is provided in the most integrated setting feasible and is equivalent with respect to: (1) response time, (2) fares, (3) geographic service area, (4) hours and days of service, (5) restrictions on trip purpose, (6) availability of information and reservation capability, and (7) constraints on capacity or service availability.

12. ALCOHOL MISUSE AND PROHIBITED DRUG USE

If the Applicant is required by FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” at 49 CFR part 655, to provide the following certification concerning its activities to prevent alcohol misuse and prohibited drug use in its public transportation operations, FTA may not provide Federal assistance to that Applicant until it provides this certification by selecting Category “12.”

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As required by FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” at 49 CFR part 655, subpart I, the Applicant certifies that it has established and implemented an alcohol misuse and antidrug program, and has complied with or will comply with all applicable requirements of FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 CFR part 655.

13. INTEREST AND OTHER FINANCING COSTS

An Applicant that intends to request the use of Federal assistance for reimbursement of interest or other financing costs incurred for its capital projects financed with Federal assistance under the Urbanized Area Formula Program, the Capital Investment Program, or the Paul S. Sarbanes Transit in Parks Program is required to provide the following certification. FTA may not provide Federal assistance to support interest or other financing costs until the Applicant provides this certification by selecting Category “13.”

As required by 49 U.S.C. 5307(g)(3), 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), 5309(i)(2)(C), and 5320(h)(2)(C), the Applicant certifies that it will not seek reimbursement for interest or other financing costs unless it is eligible to receive Federal assistance for those costs and its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

14. INTELLIGENT TRANSPORTATION SYSTEMS

An Applicant for FTA assistance for an Intelligent Transportation Systems (ITS) project, defined as any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the “National ITS Architecture,” is requested to provide the following assurance. FTA strongly encourages any Applicant for FTA financial assistance to support an ITS project to provide this assurance by selecting Category “14.” An Applicant for FTA assistance for an ITS project that fails to provide this assurance, without providing other documentation assuring its commitment to comply with applicable Federal ITS standards and protocols, may be determined ineligible for award of Federal assistance for the ITS project.

As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the “National ITS Architecture.”

A. As provided in subsection 5307(c) of SAFETEA–LU, 23 U.S.C. 512 note, apart from certain exceptions, “intelligent transportation system projects carried out using funds made available from the Highway Trust Fund, including funds made available under this subtitle to deploy intelligent transportation system technologies, [shall] conform to the national architecture, applicable standards or provisional standards, and protocols developed under subsection (a) [of section 5307 of SAFETEA–LU].” To facilitate compliance with subsection 5307(c) of SAFETEA–LU, 23 U.S.C. 512 note, the Applicant assures it will comply with all applicable provisions of Section V (Regional ITS Architecture) and Section VI (Project Implementation) of FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” at 66 FR 1455 *et seq.*, January 8, 2001, and other FTA policies that may be issued in connection with any ITS project it undertakes financed with funds authorized under Title 49 or Title 23, United States Code, except to the extent that FTA expressly determines otherwise in writing; and

B. With respect to any ITS project financed with Federal assistance derived from a source other than Title 49 or Title 23, United States Code, the Applicant assures that it will use its best efforts to assure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

15. URBANIZED AREA FORMULA PROGRAM

Each Applicant for Urbanized Area Formula Program assistance authorized under 49 U.S.C. 5307 is required to provide the following certifications on behalf of itself and any subrecipients participating in its projects. Unless FTA determines otherwise in writing, the Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. If, however a “Designated Recipient” as defined at 49 U.S.C. 5307(a)(2)(A) enters into a Supplemental Agreement with FTA and a Prospective Grantee, that Grantee is recognized as the Applicant for Urbanized Area Formula Program assistance and must provide the following certifications and assurances. Each Applicant is required by 49 U.S.C. 5307(d)(1)(J) to expend at least one (1) percent of its Urbanized Area Formula Program assistance for public transportation security projects, unless the Applicant has certified that such expenditures are not necessary. Information about the Applicant’s intentions will be recorded in the “Security” tab page of the TEAM-Web “Project Information” window when the Applicant enters its Urbanized Area Formula Program application in TEAM-Web. FTA may not award Urbanized Area Formula Program assistance to any Applicant that is required by 49 U.S.C. 5307(d)(1)(K) to expend one (1) percent of its Urbanized Area Formula Program assistance for eligible transit enhancements unless that Applicant’s quarterly report for the fourth quarter of the preceding Federal fiscal year has been submitted to FTA and includes the requisite list or the Applicant attaches in TEAM-Web or includes in its quarterly report information sufficient to demonstrate that the Designated Recipients in its area together have expended one (1) percent of the amount of Urbanized Area Program assistance made available to them for transit enhancement projects. FTA may not award Federal assistance for the Urbanized Area Formula Program to the Applicant until the Applicant provides these certifications and assurances by selecting Category “15”.

As required by 49 U.S.C. 5307(d)(1), the Applicant certifies as follows:

A. In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;

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B. In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities;

C. In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the Project equipment and facilities;

D. In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized for 49 U.S.C. 5307, not more than fifty (50) percent of the peak hour fare;

E. In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5307:

- (1) will use competitive procurement (as defined or approved by FTA),
- (2) will not use exclusionary or discriminatory specifications in its procurements,
- (3) will comply with applicable Buy America laws, and
- (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;

F. In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, the Applicant:

- (1) has made available, or will make available, to the public information on the amounts available for the Urbanized Area Formula Program, 49 U.S.C. 5307, and the program of projects it proposes to undertake;
- (2) has developed or will develop, in consultation with interested parties including private transportation providers, a proposed program of projects for activities to be financed;
- (3) has published or will publish a proposed program of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed program and submit comments on the proposed program and the performance of the Applicant;
- (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed program of projects;
- (5) has assured or will assure that the proposed program of projects provides for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal government source;
- (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final program of projects; and
- (7) has made or will make the final program of projects available to the public;

G. In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5307(e) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;

H. In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

I. In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;

J. In compliance with 49 U.S.C. 5307(d)(1)(J), each Federal fiscal year, the Applicant will spend at least one (1) percent of its funds authorized by 49 U.S.C. 5307 for public transportation security projects, unless the Applicant has certified to FTA that such expenditures are not necessary. Public transportation security projects include increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of existing or planned public transportation; and

K. In compliance with 49 U.S.C. 5307(d)(1)(K), if the Applicant is a Designated Recipient serving an urbanized area with a population of at least 200,000, (1) the Applicant certifies either that it has expended or will expend for transit enhancements as defined at 49 U.S.C. 5302(a)(15) not less than one (1) percent of the amount of the Urbanized Area Formula Assistance it receives this Federal fiscal year, or that at least one Designated Recipient in its urbanized area has certified or will certify that the Designated Recipients within that urbanized area together have expended or will expend for transit enhancements as defined at 49 U.S.C. 5302(a)(15) not less than one (1) percent of the total amounts the Designated Recipients receive each Federal fiscal year under 49 U.S.C. 5307, and (2) either the Applicant has listed or will list the transit enhancement projects it has carried out with those funds, or at least one Designated Recipient in the Applicant's urbanized area has listed or will list the transit enhancement projects carried out with funds authorized under 49 U.S.C. 5307. If the Designated Recipient's quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of transit enhancement projects the Designated Recipients in its urbanized area have implemented during that preceding Federal fiscal year using those funds, the information in that quarterly report will fulfill the requirements of 49 U.S.C. 5307(d)(1)(K)(ii), and thus that quarterly report will be incorporated by reference and made part of the Designated Recipient's and Applicant's certifications and assurances.

16. CLEAN FUELS GRANT PROGRAM

Each Applicant for Clean Fuels Grant Program assistance authorized under 49 U.S.C. 5308 is required to provide the following certifications on behalf of itself and its subrecipients. Unless FTA determines otherwise in writing, the Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing

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certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the

Applicant has made to FTA. FTA may not award Federal assistance for the Clean Fuels Grant Program until the Applicant provides these certifications by selecting Category “16.”

As required by 49 U.S.C. 5308(d)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Clean Fuels Grant Program assistance, and 49 U.S.C. 5307(d)(1), the designated recipient or the recipient serving as the Applicant on behalf of the designated recipient, or the State or State organization serving as the Applicant on behalf of the State, certifies as follows:

A. In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;

B. In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;

C. In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;

D. In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 49 U.S.C. 5308, not more than fifty (50) percent of the peak hour fare;

E. In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5308:

- (1) will use competitive procurement (as defined or approved by FTA),
- (2) will not use exclusionary or discriminatory specifications in its procurements,
- (3) will comply with applicable Buy America laws, and
- (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;

F. In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, the Applicant:

- (1) has made available, or will make available, to the public information on the amounts available for the Clean Fuels Grant Program, 49 U.S.C. 5308, and the projects it proposes to undertake;
- (2) has developed or will develop, in consultation with interested parties including private transportation providers, the proposed projects to be financed;
- (3) has published or will publish a list of the proposed projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant;
- (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects;
- (5) has assured or will assure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal government source;
- (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and
- (7) has made or will make the final list of projects available to the public;

G. In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5308(d)(2) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;

H. In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with:

- (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil);
- (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and
- (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

I. In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation; and

J. The Applicant certifies it will operate vehicles purchased with Federal assistance provided under the Clean Fuels Grant Program, 49 U.S.C. 5308 only with clean fuels.

17. ELDERLY INDIVIDUALS AND INDIVIDUALS WITH DISABILITIES FORMULA GRANT PROGRAM AND PILOT PROGRAM

Before FTA may award Elderly Individuals and Individuals with Disabilities Formula Grant Program assistance and, if applicable, Elderly Individuals and Individuals with Disabilities Pilot Program assistance to a State, the U.S. Secretary of Transportation or his or her designee is required to make the pre-award determinations required by 49 U.S.C. 5310. Because certain information is needed before FTA can make those determinations, each State is requested to provide the following certifications assurances on behalf of itself and its subrecipients. Unless FTA determines otherwise in writing, the State itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the State is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the State has made to FTA. A State that fails to provide these certifications and assurances on behalf of itself and its subrecipients may be determined ineligible for a grant of Federal assistance under 49 U.S.C. 5310 if FTA lacks

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sufficient information from which to make those determinations required by Federal laws and regulations governing the Elderly Individuals and Individuals with Disabilities Formula Grant Program and, if applicable, the Elderly Individuals and Individuals with Disabilities Pilot Program authorized by 49 U.S.C. 5310 and section 3012 of SAFETEA–LU, respectively. The State is thus requested to select Category “17”.

A. As required by 49 U.S.C. 5310(d), which makes the requirements of 49 U.S.C. 5307 applicable to the Elderly Individuals and Individuals with Disabilities Formula Grant Program to the extent that the Federal Transit Administrator or his or her designee determines appropriate, and 49 U.S.C. 5307(d)(1), the State or State organization serving as the Applicant (State) and that administers, on behalf of the State, the Elderly Individuals and Individuals with Disabilities Program authorized by 49 U.S.C. 5310, and, if applicable, the Elderly Individuals and Individuals with Disabilities Pilot Program authorized by subsection 3012(b) of SAFETEA–LU, 49 U.S.C. 5310 note, certifies and assures on behalf of itself and its subrecipients as follows:

(1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;

(2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;

(3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;

(4) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5310 or subsection 3012(b) of SAFETEA–LU: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;

(5) The State has or will have available and will provide the amount of funds required by 49 U.S.C. 5310(c), and if applicable by subsections 3012(b)(3) and (4) of SAFETEA–LU, for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and

(6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

B. The State assures that each subrecipient either is recognized under State law as a private nonprofit organization with the legal capability to contract with the State to carry out the proposed project, or is a public body that has met the statutory requirements to receive Federal assistance authorized for 49 U.S.C. 5310;

C. The private nonprofit subrecipient’s application for 49 U.S.C. 5310 assistance contains information from which the State concludes that the transit service provided or offered to be provided by existing public or private transit operators is unavailable, insufficient, or inappropriate to meet the special needs of the elderly and persons with disabilities;

D. In compliance with 49 U.S.C. 5310(d)(2)(A) and subsection 3012(b)(2) of SAFETEA–LU, the State certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project has been or will have been coordinated with private nonprofit providers of services under 49 U.S.C. 5310;

E. In compliance with 49 U.S.C. 5310(d)(2)(C), the State certifies that allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5310 or subsection 3012(b) of SAFETEA–LU will be distributed on a fair and equitable basis; and

F. In compliance with 49 U.S.C. 5310(d)(2)(B) and subsection 3012(b)(2) of SAFETEA–LU, the State certifies that:

(1) projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and

(2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public.

18. NONURBANIZED AREA FORMULA PROGRAM FOR STATES

The provisions of 49 U.S.C. 5311 establishing the Nonurbanized Area Formula Program for States do not impose, as a precondition of award, any explicit certification or assurance requirements established specifically for that program. Only a State or a State organization acting as the Recipient on behalf of a State (State) may be a direct recipient of this Nonurbanized Area Formula Program assistance. Separate certifications and assurances have been established in Category 22 for an Indian Tribe that is an Applicant for Tribal Transit Program assistance authorized by 49 U.S.C. 5311(c)(1).

Before FTA may award Nonurbanized Area Formula Program assistance to a State, the U.S. Secretary of Transportation or his or her designee is required to make the pre-award determinations required by 49 U.S.C. 5311. Because certain information is needed before FTA can make those determinations, each State is requested to provide the following certifications and assurances on behalf of itself and its subrecipients. Unless FTA determines otherwise in writing, the State itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the State is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the State has made to FTA. A State that fails to provide these certifications and assurances on behalf of itself and its subrecipients may be determined ineligible for a grant of Federal assistance under 49 U.S.C. 5311 if FTA lacks sufficient information from which to make those determinations required by Federal laws and regulations governing the Nonurbanized Area Formula Program authorized by 49 U.S.C. 5311. The State is thus requested to select Category “18.”

The State or State organization serving as the Applicant and that administers, on behalf of the State (State) the Nonurbanized Area Formula Program for States authorized by 49 U.S.C. 5311, assures on behalf of itself and its subrecipients as follows:

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- A. The State has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized for 49 U.S.C. 5311; and to carry out each project, including the safety and security aspects of that project;
- B. The State has or will have satisfactory continuing control over the use of project equipment and facilities;
- C. The State assures that the project equipment and facilities will be adequately maintained;
- D. In compliance with 49 U.S.C. 5311(b)(2)(C)(i), the State's program has provided for a fair distribution of Federal assistance authorized for 49 U.S.C. 5311 within the State, including Indian reservations within the State;
- E. In compliance with 49 U.S.C. 5311(b)(2)(C)(ii), the State's program provides or will provide the maximum feasible coordination of public transportation service to receive assistance under 49 U.S.C. 5311 with transportation service assisted by other Federal sources;
- F. The projects in the State's Nonurbanized Area Formula Program are included in the Statewide Transportation Improvement Program and, to the extent applicable, the projects are included in a metropolitan Transportation Improvement Program;
- G. The State has or will have available and will provide the amount of funds required by 49 U.S.C. 5311(g) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
- H. In compliance with 49 U.S.C. 5311(f), the State will expend not less than fifteen (15) percent of its Federal assistance authorized under 49 U.S.C. 5311 to develop and support intercity bus transportation within the State, unless the chief executive officer of the State, or his or her designee, after consultation with affected intercity bus service providers, certifies to the Federal Transit Administrator, apart from these certifications and assurances herein, that the intercity bus service needs of the State are being adequately met.

19. JOB ACCESS AND REVERSE COMMUTE FORMULA GRANT PROGRAM

Each Applicant for Job Access and Reverse Commute (JARC) Formula Grant Program assistance authorized under 49 U.S.C. 5316 is required to provide the following certifications on behalf of itself and any subrecipient that may be implementing its project. Unless FTA determines otherwise in writing, the Applicant itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. FTA may not award Federal assistance for the JARC Formula Grant Program until the Applicant provides these certifications by selecting Category "19."

- A. As required by 49 U.S.C. 5316(f)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Job Access and Reverse Commute (JARC) formula grants, and 49 U.S.C. 5307(d)(1), the Applicant for JARC Formula Program assistance authorized under 49 U.S.C. 5316, certifies on behalf of itself and its subrecipients, if any, as follows:
- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
 - (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
 - (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
 - (4) In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 49 U.S.C. 5316 not more than fifty (50) percent of the peak hour fare;
 - (5) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5316: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
 - (6) In compliance with 49 U.S.C. 5316(f)(1) and 49 U.S.C. 5307(d)(1)(F), the Applicant certifies that (1) with respect to financial assistance authorized under 49 U.S.C. 5316, it will conduct in cooperation with the appropriate MPO an area-wide solicitation for applications, and make awards on a competitive basis and (2) with respect to financial assistance authorized under 49 U.S.C. 5316, it will conduct a statewide solicitation for applications, and make awards on a competitive basis; and that these activities will be carried out in a manner that complies with or will comply with 49 U.S.C. 5307(c); (7) The Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5316(h) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and (8) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); and (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
- B. In compliance with 49 U.S.C. 5316(d), the Applicant certifies that
- (1) with respect to financial assistance authorized under 49 U.S.C. 5316(c)(1)(A), it will conduct in cooperation with the appropriate MPO an area-wide solicitation for applications, and make awards on a competitive basis and
 - (2) with respect to financial assistance authorized under 49 U.S.C. 5316(c)(1)(B) or 49 U.S.C. 5316(c)(1)(C), it will conduct a statewide solicitation for applications, and make awards on a competitive basis;
- C. In compliance with 49 U.S.C. 5316(f)(2), the Applicant certifies that any allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5316 will be distributed on a fair and equitable basis;

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D. In compliance with 49 U.S.C. 5316(g)(2), the Applicant certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project has been or will have been coordinated with private nonprofit providers of services;

E. In compliance with 49 U.S.C. 5316(g)(3), the Applicant certifies that:

- (1) the projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and
- (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public; and

F. In compliance with 49 U.S.C. 5316(c)(3), before the Applicant uses funding apportioned under 49 U.S.C. 5316(c)(1)(B) or (C) for projects serving an area other than that specified in 49 U.S.C. 5316(2)(B) or (C), the Applicant certifies that the chief executive officer of the State, or his or her designee will have certified to the Federal Transit Administrator, apart from these certifications herein, that all of the objectives of 49 U.S.C. 5316 are being met in the area from which such funding would be derived.

20. NEW FREEDOM PROGRAM

Each Applicant for New Freedom Program assistance authorized under 49 U.S.C. 5317 must provide the following certifications on behalf of itself and any subrecipient that maybe implementing its project. Unless FTA determines otherwise in writing, the Applicant itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. FTA may not award Federal assistance for the New Freedom Program until the Applicant provides these certifications by selecting Category "20."

A. As required by 49 U.S.C. 5317(e)(1), which makes the requirements of 49 U.S.C. 5310 applicable to New Freedom grants to the extent the Federal Transit Administrator or his or her designee determines appropriate, by 49 U.S.C. 5310(d)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Elderly Individuals and Individuals with Disabilities Formula grants to the extent the Federal Transit Administrator or his or her designee determines appropriate, and by 49 U.S.C. 5307(d)(1), the Applicant for New Freedom Program assistance authorized under 49 U.S.C. 5317 certifies and assures on behalf of itself and its subrecipients, if any, as follows:

- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
- (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
- (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
- (4) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5317: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
- (5) The Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5317(g) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
- (6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

B. In compliance with 49 U.S.C. 5317(d), the Applicant certifies that

- (1) with respect to financial assistance authorized under 49 U.S.C. 5317(c)(1)(A), it will conduct in cooperation with the appropriate MPO an area-wide solicitation for applications, and make awards on a competitive basis and
- (2) with respect to financial assistance authorized under 49 U.S.C. 5317(c)(1)(B) or financial assistance authorized under 49 U.S.C. 5317(c)(1)(C), it will conduct a statewide solicitation for applications, and make awards on a competitive basis;

C. In compliance with 49 U.S.C. 5317(f)(2), the Applicant certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project has been or will have been coordinated with private nonprofit providers of services;

D. In compliance with 49 U.S.C. 5317(e)(2), the Applicant certifies that any allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5317 will be distributed on a fair and equitable basis; and

E. In compliance with 49 U.S.C. 5317(f)(3), the Applicant certifies that:

- (1) the projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and
- (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and through participation by the public.

21. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

Each State, Tribal area, or local government authority that is an Applicant for Paul S. Sarbanes Transit in Parks Program assistance (Applicant) authorized by 49 U.S.C. 5320, is required to provide the following certifications. FTA may not award assistance for the Paul S. Sarbanes Transit in Parks Program to the Applicant until the Applicant provides these certifications by selecting Category "21."

A. As required by 49 U.S.C. 5320(i), which makes the requirements of 49 U.S.C. 5307 applicable to the Paul S. Sarbanes Transit in

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Parks Program to the extent the Federal Transit Administrator or his or her designee determines appropriate, and 49 U.S.C. 5307(d)(1), the Applicant certifies as follows:

- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed project, including the safety and security aspects of that project;
- (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
- (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
- (4) In compliance with 49 U.S.C. 5307(d)(1)(E), in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5320, the Applicant: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
- (5) In compliance with 49 U.S.C. 5307(d)(1)(F) and with 49 U.S.C. 5320(e)(2)(C), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it: (1) has made available, or will make available, to the public information on the amounts available for the Paul S. Sarbanes Transit in Parks Program, 49 U.S.C. 5320, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, projects to be financed; (3) has published or will publish a list of proposed projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has assured or will assure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;
- (6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements); and
- (7) In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation; and

B. In compliance with 49 U.S.C. 5320(e)(2)(A), (B), and (D), the Applicant assures that it will:

- (1) Comply with the metropolitan planning provisions of 49 U.S.C. 5303;
- (2) Comply with the statewide planning provisions of 49 U.S.C. 5304; and
- (3) Consult with the appropriate Federal land management agency during the planning process.

22. TRIBAL TRANSIT PROGRAM

Each Applicant for Tribal Transit Program assistance must provide all certifications and assurances set forth below. Except to the extent that FTA determines otherwise in writing, FTA may not award any Federal assistance under the Tribal Transit Program until the Applicant provides these certifications and assurances by selecting Category "22."

In accordance with 49 U.S.C. 5311(c)(1) that authorizes the Secretary of Transportation to establish terms and conditions for direct grants to Indian Tribal governments, the Applicant certifies and assures as follows:

A. The Applicant assures that:

- (1) It has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized for 49 U.S.C. 5311; and to carry out each project, including the safety and security aspects of that project;
- (2) It has or will have satisfactory continuing control over the use of project equipment and facilities;
- (3) The project equipment and facilities will be adequately maintained; and
- (4) Its project will achieve maximum feasible coordination with transportation service assisted by other Federal sources;

B. In accordance with 49 CFR 18.36(g)(3)(ii), the Applicant certifies that its procurement system will comply with the requirements of 49 CFR 18.36, or will inform FTA promptly that its procurement system does not comply with 49 CFR 18.36;

C. To the extent applicable to the Applicant or its Project, the Applicant certifies that it will comply with the certifications, assurances, and agreements in Category 08 (Bus Testing), Category 09 (Charter Bus Agreement), Category 10 (School Transportation Agreement), Category 11 (Demand Responsive Service), Category 12 (Alcohol Misuse and Prohibited Drug Use), and Category 14 (National Intelligent Transportation Systems Architecture and Standards) of this document; and

D. If its application exceeds \$100,000, the Applicant agrees to comply with the certification in Category 02 (Lobbying) of this document.

23. TIFIA PROJECTS

Each Applicant for Transportation Infrastructure Finance and Innovation Act (TIFIA) credit assistance authorized under 23 U.S.C. Chapter 6, is required to provide the following certifications. FTA may not award TIFIA credit assistance to the Applicant until the Applicant provides these certifications by selecting Category "23."

A. As required by 49 U.S.C. 5323(o), which makes the requirements of 49 U.S.C. 5307 applicable to Applicants seeking TIFIA credit assistance authorized under 23 U.S.C. chapter 6, and by 49 U.S.C. 5307(d)(1), the Applicant certifies as follows:

- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;

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(2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;

(3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;

(4) In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 23 U.S.C. chapter 6, not more than fifty (50) percent of the peak hour fare;

(5) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 23 U.S.C. chapter 6: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C.

5325;

(6) In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it: (a) Has made available, or will make available, to the public information on the amounts available for TIFIA credit assistance, 23 U.S.C. chapter 6, and the projects it proposes to undertake; (b) has developed or will develop, in consultation with interested parties including private transportation providers, the proposed projects to be financed; (c) has published or will publish a list of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (d) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (e) has assured or will

assure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal government source; (f) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (g) has made or will make the final list of projects available to the public; (7) In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;

(8) In compliance with 49 U.S.C. 5307(d)(1)(H), (1) the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

(9) In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;

(10) To the extent that the Applicant will be using funds authorized under 49 U.S.C. 5307 for the project, in compliance with 49 U.S.C. 5307(d)(1)(J), each Federal fiscal year, the Applicant will spend at least one (1) percent of those funds authorized under 49

U.S.C. 5307 for public transportation security projects (this includes only capital projects in the case of an Applicant serving an urbanized area with a population of 200,000 or more), unless the Applicant has certified to FTA that such expenditures are not necessary. Public transportation security projects include increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation; and

(11) To the extent that the Applicant will be using funds authorized under 49 U.S.C. 5307 for the project, in compliance with 49

U.S.C. 5309(d)(1)(K): (1) An Applicant that serves an urbanized area with a population of at least 200,000 will expend not less than one (1) percent of the amount it receives each Federal fiscal year under 49 U.S.C. 5307 for transit enhancements, as defined at 49 U.S.C. 5302(a), and (2) if it has received transit enhancement funds authorized by 49 U.S.C. 5307(k)(1), its quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of the projects it has implemented during that Federal fiscal year using those funds, and that report is incorporated by reference and made part of its certifications and assurances; and

B. As required by 49 U.S.C. 5323(o), which makes the requirements of 49 U.S.C. 5309 applicable to Applicants seeking TIFIA credit assistance authorized under 23 U.S.C. chapter 6, and by 49 U.S.C. 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), and 5309(i)(2)(C), the Applicant certifies that it will not seek reimbursement for interest and other financing costs incurred in connection with the Project unless the Applicant is eligible to receive Federal assistance for those expenses and the Applicant's records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

24. DEPOSITS OF FEDERAL FINANCIAL ASSISTANCE TO STATE INFRASTRUCTURE BANKS

The State organization that administers the State Infrastructure Bank (SIB) Program on behalf of a State (State) and that is also an Applicant for Federal assistance authorized under 49 U.S.C. chapter 53 that it intends to deposit in its SIB is requested to provide the following assurances on behalf of itself, its SIB, and each subrecipient. Unless FTA determines otherwise in writing, the State itself is ultimately responsible for compliance with its certifications and assurances even though the SIB and a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its SIB and prospective subrecipients, the State is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from the SIB and each subrecipient, to assure the validity of all certifications and assurances the State has made to FTA. FTA may not award Federal assistance for the SIB Program to the State until the State provides these assurances by selecting Category "24."

The State organization, serving as the Applicant (State) for Federal assistance for its State Infrastructure Bank (SIB) Program authorized by section 1602 of SAFETEA–LU, now codified at 23 U.S.C. 610, or by section 1511 of TEA–21, 23 U.S.C. 181 note, or by section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note, agrees and assures the agreement of its SIB and the agreement of each recipient of Federal assistance derived from the SIB within the State (subrecipient) that each public transportation project financed with Federal assistance derived from SIB will be administered in accordance with:

A. Applicable provisions of section 1602 of SAFETEA–LU, now codified at 23 U.S.C. 610, or by section 1511 of TEA–21, 23 U.S.C. 181 note, or by section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181;

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- B. The provisions of the FHWA, FRA, and FTA or the FHWA and FTA cooperative agreement with the State to establish the State's SIB Program;
- C. The provisions of the FTA grant agreement with the State that provides Federal assistance for the SIB, except that any provision of the Federal Transit Administration Master Agreement incorporated by reference into that grant agreement will not apply if it conflicts with any provision of section 1602 of SAFETEA–LU, now codified at 23 U.S.C. 610, or section 1511 of TEA–21, 23 U.S.C. 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note, or Federal guidance pertaining to the SIB Program, the provisions of the cooperative agreement establishing the SIB Program within the State, or the provisions of the FTA grant agreement;
- D. The requirements applicable to projects of 49 U.S.C. 5307 and 5309, as required by 49 U.S.C. 5323(o); and
- E. The provisions of applicable Federal guidance that may be issued and amendments thereto, unless FTA has provided written approval of an alternative procedure or course of action.

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APPENDIX A

Title VI Agreement / Contract Requirements

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, or sex.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Arizona Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Arizona Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Arizona Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract. or procurement as the Arizona Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Arizona Department of Transportation to enter into such litigation to protect the interests of the Arizona Department of Transportation, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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APPENDIX B

Title VI Agreement / Contract Requirements

**The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.
(GRANTING CLAUSE)**

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the Arizona Department of Transportation will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. .2000d to 2000d-4), and the Civil Rights Restoration Act of 1987 (Public Law 100.259) does hereby remise, release, quitclaim and convey unto the Arizona Department of Transportation all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Arizona Department of Transportation and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the Arizona Department of Transportation, its successors and assigns.

The Arizona Department of Transportation, in consideration or the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on over or under such lands hereby conveyed [and]* (2) that the Arizona Department of Transportation shall use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of -the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (Public Law 100.259) and as said Regulations may be amended and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.*

***Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.**

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APPENDIX C

Title VI Agreement / Contract Requirements

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Arizona Department of Transportation pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 (Public Law 100.259) and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, Arizona Department of Transportation shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, Arizona Department of Transportation shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Arizona Department of Transportation and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Arizona Department of Transportation pursuant to the provisions of Assurance 7(b).

The (grantee, licensee, lessee, permittee, etc. as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the ground of race, color, national origin, or sex shall be excluded from participation in, denied the benefits of, or he otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of, race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964), and the Civil Rights Restoration Act of 1987 (Public Law 100.259) and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, Arizona Department of Transportation shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, Arizona Department of Transportation shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Arizona Department of Transportation and its assigns.

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***Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.**

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: December 6, 2011

Subject: West Mingus Avenue Reconstruction
Easement from Cottonwood/Oak Creek School District

Department: Public Works

From: Morgan Scott

REQUESTED ACTION

Consider approval of the acceptance of dedication of public right-of-way from the Cottonwood/Oak Creek School District.

If the Council desires to approve this item the suggested motion is: I move to accept the public right-of-way as dedicated by the Cottonwood-Oak Creek School District.

BACKGROUND

West Mingus Avenue is designed to be a 3-lane collector street from SR 89A to Willard Street, with a modern roundabout at the intersection of Mingus and Willard. This easement provides a portion of the right-of-way for this improvement. Attached are the dedication documents from the Cottonwood-Oak Creek School District.

JUSTIFICATION/BENEFITS/ISSUES

The reconstruction of Mingus Avenue from Hwy 89A to Willard is a priority of the City Council and obtaining sufficient right-of-way to build the street to city standards is a critical component of this project.

COST/FUNDING SOURCE

There is no cost associated with the acceptance of this right-of-way.

REVIEWED BY:

City Manager: _____

City Attorney: _____

ATTACHMENTS

Right-of-way Dedications

RIGHT-OF-WAY

For consideration of \$1.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COTTONWOOD-OAK CREEK SCHOOL DISTRICT ("Grantor"), as owner of the real property known as APN 406-42-011B as described in Book 170 Page 321 (386/216, 197/241, 3595/35) in the Records of Yavapai County Arizona and said property being located in Yavapai County, Arizona, more particularly described in Exhibit "A" hereto (said property hereinafter referred to as "Grantor's property"), does hereby grant and convey to the CITY OF COTTONWOOD, an Arizona municipal corporation ("Grantee"), its successors and assigns, a:

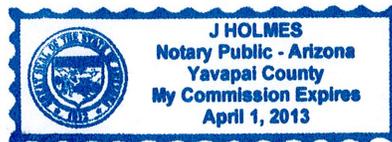
Perpetual right-of-way, to be permanently dedicated to the public, to construct, install, and thereafter use, inspect, repair, maintain, replace, and remove a public road, street or highway and all incidents thereto, together with the right to authorize, permit and license the use thereof for utilities or other public purposes over, across, and through the following land situated in the CITY OF COTTONWOOD, Yavapai County, State of Arizona, said land being generally described as follows: See Exhibit "B."

The right-of-way shall include the right, but not the obligation to trim, prune, cut and clear away trees, brush, shrubs and/or other vegetation on or adjacent to the right-of-way so as to prevent the same from interfering with the efficient maintenance and operation of said right-of-way.

Effective this 4th day of October, 2011.

GRANTOR:


Randall W. Garrison
COCSO School Board President



On this 4th day of October, 2011, before me the undersigned notary public did personally appear Randall W. Garrison and executed this forgoing instrument for the purposes herein contained. In witness whereof, I hereby set my hand and official seal.

April 1, 2013
My commission expires


Notary Public

This right-of-way was accepted this _____ day of _____, 2011, by the City of Cottonwood, Arizona.

Hon. Diane Joens, Mayor
City of Cottonwood

ATTEST:

Marianne Jimenez, City Clerk

EXHIBIT A

That certain tract of land generally known and described as Clemenceau School Tract, as recorded in Book 170, Page 321, Records of Yavapai County, situate in the Southeast quarter of the Northeast quarter (SE1/4NE1/4) of Section Thirty-three (33), and in the Southwest quarter of the Northwest quarter (SW1/4NW1/4) of Section Thirty-four (34), all in Township Sixteen (16) North, of Range Three (3) East, Gila & Salt River Base & Meridian, in Yavapai County, State of Arizona, bounded and described as follows: Beginning at a point on the North edge of said tract whence the Southeast (SE) corner of the Northeast quarter of the Northeast quarter (NE1/4NE1/4) of said Section Thirty-three (33) bears North 5° 26' West 499.20 ft. distant, thence S. 78° 01' W. 253.00 ft. to a point on the east side of road to Cottonwood; thence along said road S. 39°09' W. 21.00 ft.; thence S. 10° 45' E. 46.50 ft.; thence S. 17° 32' E. 65.50 ft.; thence South 21° 54' E. 57.00 ft.; thence S. 26° 20' E. 83.00 ft.; thence South 31° 02' E. 69.00 ft.; thence S. 28° 28' E. 122.00 ft.; thence S. 29° 05' E. 107.00 ft. to fence; thence along fence S. 13° 51' E. 180.30 ft.; thence S. 40° 17' E. 77.87 ft. to Southwest corner of tract; thence along fence N. 89° 00' E. 699.45 ft. to Southeast corner of tract; thence N. 62° 20' W. 279.53 ft.; thence N. 29° 08' W. 402.31 ft. to the place of beginning; containing 9.5 acres, more or less,

AND;

Page That certain tract of land described in Book 19 , Records of Yavapai County, further described as follows: Beginning at the Northwest Corner of the Southwest quarter of the Northwest quarter (SW1/4NW1/4) of Section Thirty-four (34), Township Sixteen (16) North, Range Three (3) East, Gila and Salt River Base and Meridian, Yavapai County, Arizona, and running thence South, along the west boundary line of said Section 34, 162.16 feet to a point, which point is the true point of beginning; thence S. 89° 54' E. 934.37 feet; thence S. 0° 31' W. 214.56 feet to a point; thence N. 89° 46' 30" 405.06 feet to the east line of said SW1/4NW1/4 of said Section 34: thence S. 0° 53' W. approximately 903.18 feet to the north right-of-way line of the Cottonwood-Clemenceau-Smelter City county highway; thence N. 89° 54' W. to the south-east Corner of the land now owned by the party of the second part (C.O.C.S.D.), and generally-known and described as Clemenceau School Tract; thence N. 6° 59' W. 414.06 feet to the northeast corner of said Clemenceau School Tract; thence S. 68° 38' W. 2900.50 feet; thence N. 62° 20' W. 402.31 feet; thence S. 78° 01' W. to an intersection with the west line of said Section 34; thence North, along said Section line, to the true point of beginning.

RESERVING, HOWEVER, and specifically excluding from this conveyance, and easement for all road or highway purposes, public and private, on and over a strip of land sixty-six (66) feet in width, the center line of which begins on the west line of said Section 34 at a point thirty-three (33) feet south of the true point of beginning, as used in the description of the above described land, and running thence S. 89° 54' E. 934.37 feet.

AND;

F:\Engineering Server\engineering (cocwat-server)\Projects\Roads\Mingus, Willard to 89A, 2010\Right-of-way Purchases\406-42-011B School\Right-of-Way - COCSD to COC, approved by Attorney, 09-14-11.docx

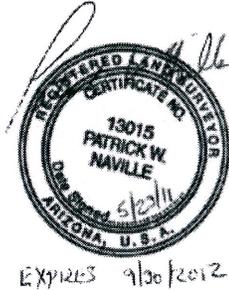
A parcel of land described in Book 3595, Page 35, Records of Yavapai County, located in the Southeast one-quarter of the Northeast one-quarter of Section 33, Township 16 North, Range 3 East of the Gila and Salt River Base and Meridian, City of Cottonwood, Yavapai County, Arizona being more particularly described as follows:

COMMENCING for reference at the Northeast corner of said Section 33 from which the East one-quarter corner of said Section bears South 00 ° 42 ' 30" West (RECORD South 00 ° 58'06" West per Cottonwood Oak Creek Deed), a distance of 2641.69 feet; thence South 00 ° 42'30" West (RECORD South 00 ° 58'06" West) along the East line of said Section 33, a distance of 1320.84 feet to the Northeast corner of the aforesaid Southeast one-quarter of the Northeast one-quarter and the true POINT OF BEGINNING; thence continuing South 00° 42'30" West (RECORD Southeast 00 ° 58'06") West) along said East line, a distance of 86.99 feet to a point on the Westerly Right-of-way line of Willard Street, Said point being on a curve concave to the Southeast having a radius of 985.00 feet; thence Southerly along the arc of said Westerly Right-of-Way curve, a distance of 473.01 feet through a central angle of 27 ° 30'52" to a point on said curve; thence leaving said curve on a non-radial line, South 74 ° 43'41" West (RECORD South 75 ° 50'11" West), a distance of 80.53 feet to a point; thence South 36 ° 36' 37" West (RECORD South 37 ° 43'07" West), a distance of 21.07 feet to a point; thence South 12 ° 41'13" East (RECORD South 11 ° 34'43" East), a distance of 46.43 feet to a point; thence South 19 ° 32'36" East (RECORD South 18 ° 26'06" East), a distance of 65.62 feet to a point; thence South 23 ° 53'04" East (RECORD South 22 ° 46'34" East), a distance of 56.98 feet to a point; thence South 28 ° 12' 51" East (RECORD South 27 ° 06'21" East), a distance of 82.92 feet to a point; thence South 32 ° 56'21" East RECORD South 31 ° 49'51" East), a distance of 68.90 feet to a point; thence South 30 ° 22'21" East (RECORD South 29 ° 15'51" East), a distance of 38.01 feet to a point on the aforesaid Westerly Right-of-Way line of Willard Street; thence South 15 ° 31'38" East (RECORD South 14 ° 25' 08" East), a distance of 166.05 feet to the point of curvature of a curve concave to the Southwest having a radius of 949.00 feet; thence Southerly along the arc of said westerly Right-of-Way curve, a distance of 109.79 feet through a central angle of 06 ° 37'42" to a point on a said curve; thence leaving said curve on a non-radial line, North 29 ° 19'32" West, a distance of 13.00 feet to a point; thence North 13 ° 56'00" West, a distance of 52.00 feet to a point; thence North 25° 38'00" West, a distance of 142.50 feet to a point; thence North 28 ° 30'00" West, a distance of 117.50 feet to a point; Thence North 30 ° 45'00" West, a distance of 102.00 feet to a point; thence North 25 ° 38'00" West, a distance of 101.00 feet to a point; thence North 18 ° 47'00" West, a distance of 93.00 feet to a point; thence North 04 ° 25'00" West, a distance of 77.00 feet to a point; thence North 03 ° 40'00" West, a distance of 50.00 feet to a point; thence North 08 ° 51'00" East, a distance of 62.57 feet to a point; thence North 21 ° 48'00" East, a distance of 74.00 feet to a point; thence North 30 ° 43'00" East, a distance of 77.50 feet to a point; thence North 41 ° 48'00" East, a distance of 52.00 feet to a point; thence North 43 ° 32'00" East, a distance of 48.50 feet to a point; thence North 45 ° 24'00" East, a distance of 43.00 feet to a point; thence North 46 ° 43'00" Est., a distance of 69.00 feet to a point; thence North 14 ° 00'22" East, a

distance of 137.97 feet to a true POINT OF BEGINNING. Containing 1.601 Acres more or less. Said real property described herein is located east of the recorded description of the Clemenceau Town site.

EXHIBIT B

The right-of-way is legally described as follows:



LEGAL DESCRIPTION
Cottonwood-Oak Creek School District
Willard Street
R.O.W Dedication to City
S.W.I. Project #08139

A parcel of ground lying in Section 34, Township 16 North, Range 3 East, G.&S.R.M., Yavapai County, Arizona described as follows:

Commencing at the West Quarter Corner of Section 34 as marked by a ½" rebar below the pavement (formerly had a plastic cap stamped "JJ&A LS 19853" – said cap now obliterated) from which, the locally accepted Northwest Corner of Section 34 as marked by a ½" rebar in the pavement lies North 01°38'48" East (Basis of Bearings per adjusted GPS observations) a distance of 2641.58 feet;

Thence North 01°38'48" East along the west line of Section 34 a distance of 236.84 feet;

Thence South 88°21'12" East 61.72 feet to a point on the current easterly right-of-way line of Willard Street, said point being the True Point of Beginning;

Thence South 15°17'14" East 36.82 feet;

Thence South 08°00'52" East 70.00 feet;

Thence South 14°48'52" East a distance of 59.99 feet to a point on said current easterly right-of-way line of Willard Street;

Thence North 40°23'26" West along said right-of-way line a distance of 8.01 feet;

Thence North 13°58'04" West along said right-of-way line a distance of 62.25 feet to a non-tangent point of curvature, the central point of which lies South 84°14'20" West 979.00 feet;

Thence along said right-of-way line through a central angle of 05°42'15" on a curve to the left in a northerly direction an arc length of 97.47 feet to the True Point of Beginning containing 444 square feet, more or less.

PLOTTED: May 23, 2011-8:24am

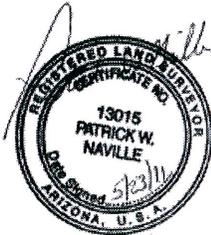
FILE: P:\2008\08139\DWG\Cottonwood-OC School Dist. ROW Take - Willard St 5-18-11 pwn.dwg <<Unnamed Profile>>

EXHIBIT DRAWING TO ACCOMPANY LEGAL DESCRIPTION
 Cottonwood-Oak Creek School District
 Willard Street Dedication
 City of Cottonwood
 Lying in Section 34
 T16N, R3E, G.&S.R.M.
 Yavapai County, AZ

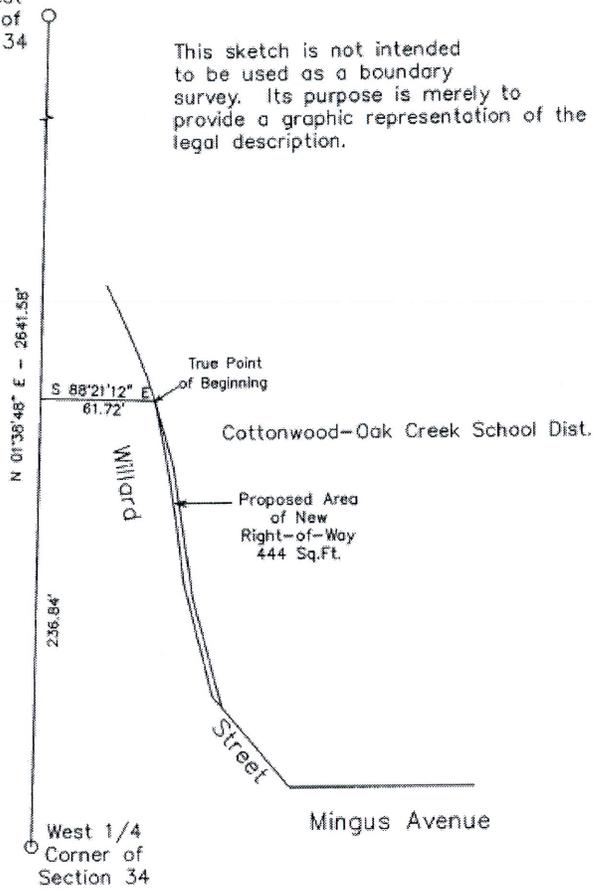


Northwest
 Corner of
 Section 34

This sketch is not intended to be used as a boundary survey. Its purpose is merely to provide a graphic representation of the legal description.



8/20/2012



Shephard/Wesnitzer, Inc.

75 Kalliof Place
 Sedona, AZ 86336
 928.282.1061
 928.282.2058 fax

www.swiaz.com

JOB NO:	08139
DATE:	May 2011
SCALE:	AS SHOWN
DRAWN:	PWN
DESIGN:	N/A
CHECKED:	PWN

City of Cottonwood Cottonwood AZ

EXHIBIT DRAWING
 C-OC School Dist.
 New ROW

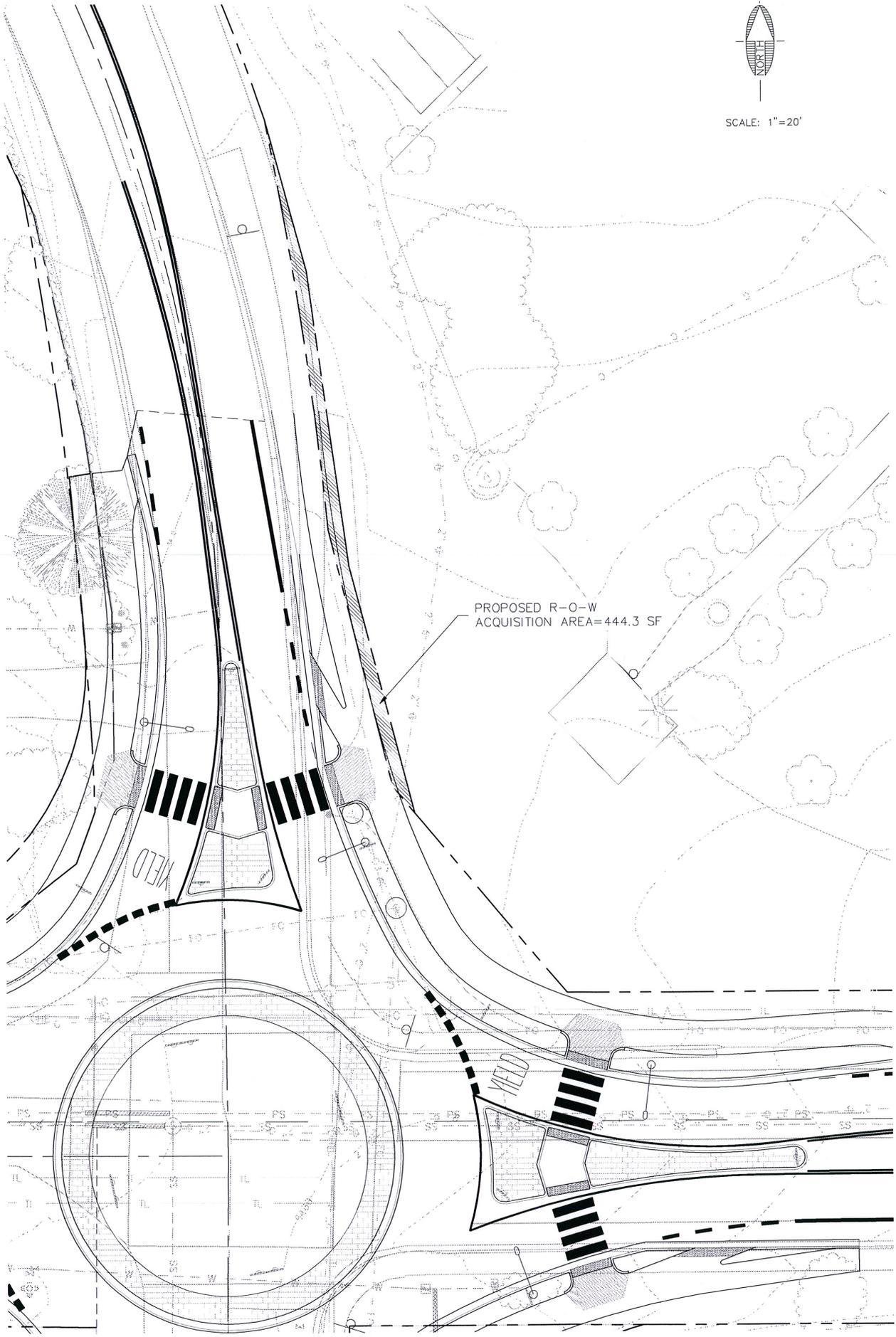
SHEET

2

OF 2



SCALE: 1"=20'



PROPOSED R-O-W
ACQUISITION AREA=444.3 SF

YIELD

YIELD

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: December 6, 2011
Subject: West Mingus Avenue Reconstruction
Easement from Mary Patricia Parker
Department: Public Works
From: Morgan Scott

REQUESTED ACTION

Consider approval of the acceptance of an easement from Mary Patricia Parker for the West Mingus Avenue Reconstruction project.

If the Council desires to approve this item the suggested motion is: I move to accept the easements as dedicated by Mary Patricia Parker.

BACKGROUND

West Mingus Avenue is designed to be a 3-lane collector street from SR 89A to Willard Street, with a modern roundabout at the intersection of Mingus and Willard. This easement provides a portion of the right-of-way for this improvement. Attached are the dedication documents from Mary Patricia Parker.

JUSTIFICATION/BENEFITS/ISSUES

The reconstruction of Mingus Avenue from Hwy 89A to Willard is a priority of the City Council and obtaining sufficient right-of-way to build the street to city standards is a critical component of this project.

COST/FUNDING SOURCE

There is no cost associated with the acceptance of this easement

REVIEWED BY:

City Manager: _____

City Attorney: _____

ATTACHMENTS

Easement Dedications

SIDEWALK, SIGN, AND UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

For consideration of \$1.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MARY PATRICIA PARKER TRUSTEE OF THE MARY PATRICIA PARKER ESTATE TRUST dated March 17, 1992 ("Grantor"), as owner of the real property known as APN 406-33-012A, as described in Book 3556 Page 295 in the Records of Yavapai County, Arizona, and said property being located in Yavapai County, Arizona, more particularly described in Exhibit "A" hereto (said property hereinafter referred to as "Grantor's property"), does hereby grant and convey to the CITY OF COTTONWOOD, an Arizona municipal corporation ("Grantee"), its successors and assigns, a:

(1) Perpetual easement to construct, install, and thereafter use, inspect, repair, maintain, replace, and remove: (a) a public pedestrian sidewalk and/or multi-use path; (b) street signs; and (c) public utilities over, across, and through the land of the GRANTORS situated in the CITY OF COTTONWOOD, Yavapai County, State of Arizona, said easement being generally described as follows: See Exhibit "B."

(2) Temporary construction easement with the right to use and occupy temporarily, during the construction of a public sidewalk, driveway, underground communication service lines, and related appurtenances, for the accommodation of construction equipment, materials, and excavation of earth, under, through and across, that portion of Grantor's property, hereinafter referred to as Exhibit "C." Grantee, its successors and assigns shall at all times during the term of this Temporary Construction Easement have the right of ingress and egress to and along the Easement Premises for the purposes specified herein. The Temporary Construction Easement granted herein shall be deemed abandoned at the completion of the installation of the public road project or on December 1, 2012, whichever occurs first.

(3) Temporary construction easement with the right to use and occupy temporarily, during the construction of an underground communication service lines, and related appurtenances, for the accommodation of construction equipment, materials, and excavation of earth, under, through and across Grantor's property, hereinafter referred to as Exhibit "A." Grantee, its successors and assigns shall at all times during the term of this Temporary Construction Easement have the right of ingress and egress to and along the Easement Premises for the purposes specified herein. The Temporary Construction Easement granted herein shall be deemed abandoned at the completion of the installation of the public road project or on December 1, 2012, whichever occurs first.

In connection with both easements, Grantee may, but shall not be obligated to, trim, prune, cut and clear away trees, brush, shrubs and/or other vegetation on or adjacent to the Easement Premises for the convenient and safe exercise of the rights granted herein.

Following any installation, excavation, maintenance, repair or other work by Grantee, Grantee shall, at its sole cost and expense, restore the Easement Premises to as close to original condition as is reasonably practicable.

Grantor reserves the right use/occupy the Easement Premises for such purposes as, landscaping and other uses that do not hinder the proper function of the easement.

To the extent permitted by law, Grantee agrees to indemnify, defend and hold harmless, the Grantor, its tenants, agents, employees, representatives, officers, directors, successors, and assigns, from any and all claims, demands, actions, suits, liabilities, judgments, damages, losses, and expenses of any person related to, or in any manner connected with, the use of the perpetual sidewalk easement

The granting of the perpetual easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

Effective this 17 day of October, 2011.

GRANTORS:

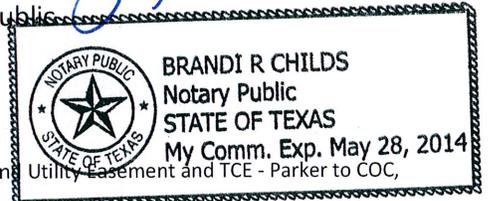

Mary Patricia Parker
Trustee, Mary Patricia Parker Estate Trust
Dated March 17, 1992

On this 17 day of October, 2011, before me the undersigned notary public did personally appear Mary Patricia Parker and executed this forgoing instrument for the purposes herein contained. In witness whereof, I hereby set my hand and official seal.

May 28, 2014

My commission expires


Notary Public



This easement was accepted this _____ day of _____, 2011, by the City of Cottonwood, Arizona.

Hon. Diane Joens, Mayor
City of Cottonwood

ATTEST:

Marianne Jimenez, City Clerk

EXHIBIT A

A parcel of ground originally described on 10/2/97 as Yavapai County Assessor's parcel 406-33-012A lying in Section 33, Township 16 North, Range 3 East, G.& S.R.M., Yavapai County, Arizona as shown on a survey plat recorded in Book 40 of Land Surveys, Page 71 now more particularly described as follows:

COMMENCING at a found 5/8 inch rebar in the pavement, locally accepted as the Northeast Corner of Section 33 from which, a found 12 inch rebar in the pavement, locally accepted as the East Quarter Corner of Section 33 lies South 00 Degrees , 31 Minutes, 05 Seconds West 2641.69 feet;

THENCE South 00 Degrees, 31 Minutes, 05 Seconds West 1320.85 feet to the calculated position for the Southeast Corner of the Northeast Quarter of Section 33, (original monument obliterated, position perpetuated from previous survey information), from which, the Northeast Corner (position calculated) of the LOY TRACT lies South 50 Degrees, 00 Minutes, 38 Seconds West 2259.54 feet (record South 50 Degrees, 06 Minutes, West 2258.0 feet);

THENCE South 89 Degrees, 30 Minutes, 58 Seconds West 1906.65 feet to a found ½ inch (inside diameter) iron pin locally accepted as the Northwest Corner of the East Half of the West Half of the Southeast Quarter of Section 33;

THENCE South 01 Degree, 12 Minutes, 14 Seconds East 409.17 feet (South 00 Degrees, 41 Minutes East 409.2 feet per plat of Sunset View Estates as recorded in Book 16 of Maps & Plats, Page 65) to a found ½ inch iron pin, said; point being the Southwest Corner of the LOY TRACT, also from which, a found ½ inch rebar with plastic cap stamped "JJ&A LS4491" lies South 31 Degrees, 26 Minutes West 0.47 feet;

THENCE North 62 Degrees, 00 Minutes, 43 Seconds East 72.41 feet (record North 61 Degrees, 56 Minute4s East 72.00 feet) to a found ½ inch steel pin on the southeasterly line of the LOY TRACT and the **TRUE POINT OF BEGINNING**;

THENCE North 28 Degrees, 06 Minutes, 58 Seconds West 223.82 feet to a set 5/8 inch rebar with plastic cap stamped "SEC RLS 13015" on the southeasterly right-of-way line of West Mingus Avenue, said point also being a non-tangent point of curvature, the central point of which lies South 38 Degrees, 30 Minutes, 16 Seconds East 573.20 feet;

THENCE through a central angle of 07 Degrees, 31 Minutes, 14 Seconds on a curve to the right in a northeasterly direction an arc length of 74.13 feet to a set 5/8 inch rebar with plastic cap stamped "SECRLS 13015,"

THENCE South 28 Degrees, 13 Minutes, 51 Seconds East 57.50 feet (record South 28 Degrees, 02 Minute's East 57.5 feet) to a found ½ inch steel pin;

THENCE continuing South 28 Degrees, 13 Minutes, 51 Seconds East 175.07 feet (record South 28 Degrees, 02 Minutes East 175.0 feet) to a found ½ inch steel pin;

THENCE South 61 Degrees, 56 Minutes, 00 Seconds West (record and Basis of Bearings) 75.15 feet (record 75.0 feet) containing 0.39 acres, more or less.

Subject to all easements and rights-of-way that may affect the above described parcel.

NOTE: This description was revised to add the recording information of the survey plat



EXPIRES 9/30/2012

EXHIBIT B

LEGAL DESCRIPTION Parker Parcel Permanent Dedication to City SWI Project #08139

A parcel of ground lying in Section 33, Township 16 North, Range 3 East, G.&S.R.M., Yavapai County, Arizona, being a portion of that land described in Book 3556 of Official Records, Page 295 in the Yavapai County Recorder's Office (hereafter referred to as "R1"), this parcel now described as follows:

Commencing at the East Quarter Corner of Section 33 as marked by a ½" rebar in the pavement from which, the Northeast Corner of Section 33 as marked by a ½" rebar in the pavement lies North 01°38'48" East (Measured by GPS and Basis of Bearings for this description) 2641.58 feet;

Thence North 01°38'48" East a distance of 1320.79 feet to the Northeast Corner of the Southeast Quarter of the Northeast Quarter of Section 33;

Thence South 51°08'16" West 2260.10 feet to the obliterated remains of a 3 inch fence post;

Thence South 62°18'38" West 74.26 feet to a found ½" iron pipe;

Thence South 63°46'08" West 74.39 feet to a found 5/8 inch smooth steel bar;

Thence South 63°04'59" West 74.59 feet to a found 5/8 inch rebar with plastic cap stamped "SEC RLS 13015" accepted as a point on the westerly line of R1;

Thence North 26°44'56" West (North 28°06'58" West per R1) along said westerly line of R1 a distance of 44.36 feet to the True Point of Beginning;

Thence North 26°44'56" West (North 28°06'58" West per R1) 4.33 feet to a found 5/8 inch rebar with plastic cap stamped "SEC RLS 13015" at the northwest corner of R1, said point being a non-tangent point of curvature on the southerly right-of-way line of Mingus Avenue, the central point of which lies South 37°19'30" West 573.20 feet;

Thence along said southerly right-of-way line through a central angle of 07°28'40" on a curve to the right in a northeasterly direction an arc length of 74.81 feet to a found 5/8 inch rebar with plastic cap stamped "SEC RLS 13015" at the northeast corner of R1;

Thence South 27°06'35" East (South 28°13'51" East per R1) along the easternmost line of R1 a distance of 4.12 feet;

Thence South 56°15'07" West 74.81 feet to the True Point of Beginning containing 375 square feet, more or less.

PLOTTED: Oct 05, 2011-10:07am

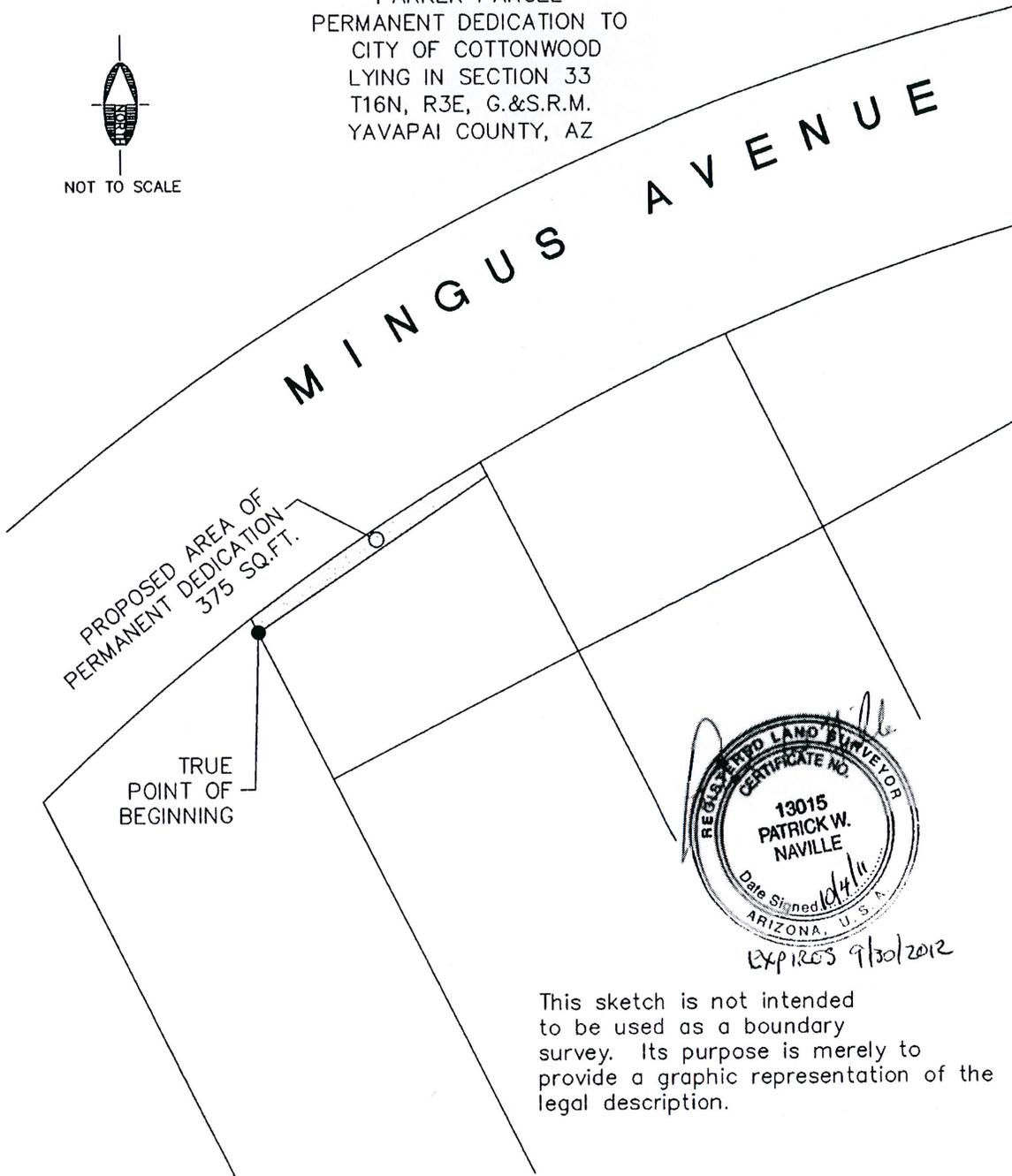
FILE: P:\2008\08139\SURVEY\LEGALS\08139 Mingus Ave ROW Parker Perm Dedication 10-4-11.dwg <<C3D Imperial>>

EXHIBIT DRAWING TO ACCOMPANY LEGAL DESCRIPTION

MINGUS AVENUE
PARKER PARCEL
PERMANENT DEDICATION TO
CITY OF COTTONWOOD
LYING IN SECTION 33
T16N, R3E, G.&S.R.M.
YAVAPAI COUNTY, AZ



NOT TO SCALE



Shephard Wesnitzer, Inc.

75 Kallof Place
Sedona, AZ 86336
928.282.1061
928.282.2058 fax

www.swiaz.com

JOB NO:	08139
DATE:	OCT. 2011
SCALE:	AS SHOWN
DRAWN:	TKH
DESIGN:	N/A
CHECKED:	PWN

CITY OF COTTONWOOD COTTONWOOD
ARIZONA ARIZONA

EXHIBIT DRAWING
PARKER PARCEL

SHEET

2

OF
2



EXHIBIT C

LEGAL DESCRIPTION Parker Parcel Temporary Construction Easement to City SWI Project #08139

A parcel of ground lying in Section 33, Township 16 North, Range 3 East, G.&S.R.M., Yavapai County, Arizona, being a portion of that land described in Book 3556 of Official Records, Page 295 in the Yavapai County Recorder's Office (hereafter referred to as "R1"), this parcel now described as follows:

Commencing at the East Quarter Corner of Section 33 as marked by a 1/2" rebar in the pavement from which, the Northeast Corner of Section 33 as marked by a 1/2" rebar in the pavement lies North 01°38'48" East (Measured by GPS and Basis of Bearings for this description) 2641.58 feet;

Thence North 01°38'48" East a distance of 1320.79 feet to the Northeast Corner of the Southeast Quarter of the Northeast Quarter of Section 33;

Thence South 51°08'16" West 2260.10 feet to the obliterated remains of a 3 inch fence post;

Thence South 62°18'38" West 74.26 feet to a found 1/2" iron pipe;

Thence South 63°46'08" West 74.39 feet to a found 5/8 inch smooth steel bar;

Thence South 63°04'59" West 74.59 feet to a found 5/8 inch rebar with plastic cap stamped "SEC RLS 13015" accepted as a point on the westerly line of R1;

Thence North 26°44'56" West (North 28°06'58" West per R1) along said westerly line of R1 a distance of 29.25 feet to the True Point of Beginning;

Thence North 26°44'56" West (North 28°06'58" West per R1) 19.44 feet to a found 5/8 inch rebar with plastic cap stamped "SEC RLS 13015" at the northwest corner of R1, said point being a non-tangent point of curvature on the southerly right-of-way line of Mingus Avenue, the central point of which lies South 37°19'30" West 573.20 feet;

Thence along said southerly right-of-way line through a central angle of 07°28'40" on a curve to the right in a northeasterly direction an arc length of 74.81 feet to a found 5/8 inch rebar with plastic cap stamped "SEC RLS 13015" at the northeast corner of R1;

LEGAL DESCRIPTION

Parker Parcel

Temporary Construction Easement to City

SWI Project #08139

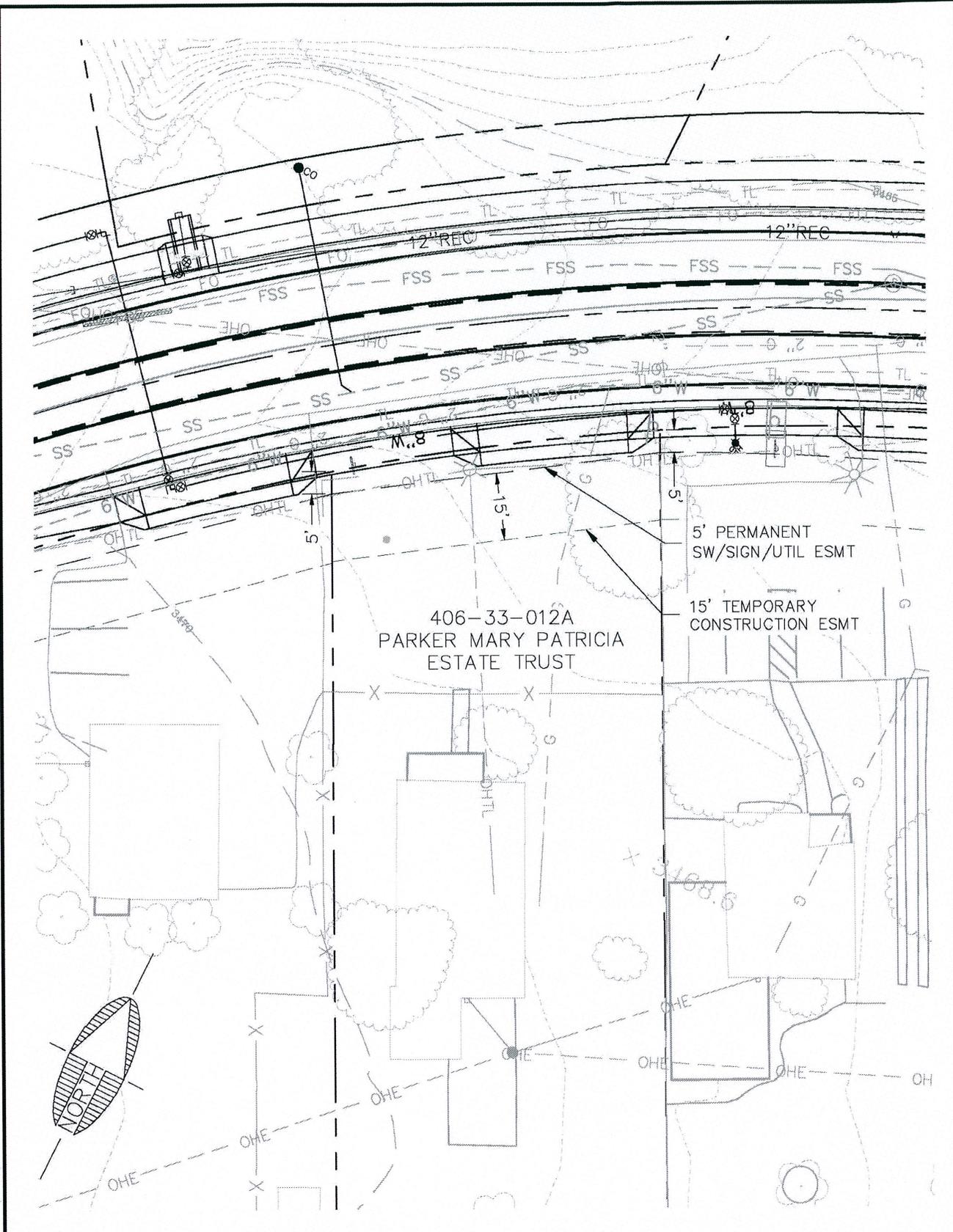
Page 2 of 3

Thence South 27°06'35" East (South 28°13'51" East per R1) along the easternmost line of R1, a distance of 19.12 feet;

Thence South 56°10'30" West, a distance of 74.91 feet to the True Point of Beginning containing 0.0343 acres, more or less.



EXPIRES 9/30/2012



 Shephard Wesnitzer, Inc. www.swiaz.com	1755 E. Villa Drive Suite C-17 Cottonwood, AZ 86326 928.639.2712 928.639.2713 fax	JOB NO. 08139 DATE AUG 11 SCALE 1"=30' DRAWN OKB DESIGN JTL CHECKED JTL	MINGUS AVENUE IMPROVEMENTS CITY OF COTTONWOOD ARIZONA PRELIMINARY PROPOSED EASEMENT EXHIBIT APN: 406-33-012A	SHEET 1 OF 2
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City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: December 6, 2011

Subject: West Mingus Avenue Reconstruction
Easement from Greg and Elizabeth Testa

Department: Public Works

From: Morgan Scott

REQUESTED ACTION

Consider approval of the acceptance of an easement from Greg and Elizabeth Testa needed for the West Mingus Avenue Reconstruction project.

If the Council desires to approve this item the suggested motion is: I move to accept the easements as dedicated by Greg and Elizabeth Testa.

BACKGROUND

West Mingus Avenue is designed to be a 3-lane collector street from SR 89A to Willard Street, with a modern roundabout at the intersection of Mingus and Willard. This easement provides a portion of the right-of-way for this improvement. Attached are the dedication documents from Greg and Elizabeth Testa.

JUSTIFICATION/BENEFITS/ISSUES

The reconstruction of Mingus Avenue from Hwy 89A to Willard is a priority of the City Council and obtaining sufficient right-of-way to build the street to city standards is a critical component of this project.

COST/FUNDING SOURCE

There is no cost associated with the acceptance of this easement

REVIEWED BY:

City Manager: _____

City Attorney: _____

ATTACHMENTS

Easement Dedications

SIDEWALK, SIGN, AND UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

For consideration of \$1.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GREGORY J. TESTA AND ELIZABETH M. TESTA, AS CO-TRUSTEES OF THE TESTA FAMILY TRUST dated July 7, 1992 ("Grantor"), as owner of the real property known as APN 406-33-013A, as described in Book 3556 Page 293 in the Records of Yavapai County, Arizona, and said property being located in Yavapai County, Arizona, more particularly described in Exhibit "A" hereto (said property hereinafter referred to as "Grantor's property"), does hereby grant and convey to the CITY OF COTTONWOOD, an Arizona municipal corporation ("Grantee"), its successors and assigns, a:

(1) Perpetual easement to construct, install, and thereafter use, inspect, repair, maintain, replace, and remove: (a) a public pedestrian sidewalk and/or multi-use path; (b) street signs; and (c) public utilities over, across, and through the land of the GRANTORS situated in the CITY OF COTTONWOOD, Yavapai County, State of Arizona, said easement being generally described as follows: See Exhibit "B."

(2) Temporary construction easement with the right to use and occupy temporarily, during the construction of a public sidewalk, driveway, underground communication service lines, and related appurtenances, for the accommodation of construction equipment, materials, and excavation of earth, under, through and across, that portion of Grantor's property, hereinafter referred to as Exhibit "C." Grantee, its successors and assigns shall at all times during the term of this Temporary Construction Easement have the right of ingress and egress to and along the Easement Premises for the purposes specified herein. The Temporary Construction Easement granted herein shall be deemed abandoned at the completion of the installation of the public road project or on December 1, 2012, whichever occurs first.

In connection with both easements, Grantee may, but shall not be obligated to, trim, prune, cut and clear away trees, brush, shrubs and/or other vegetation on or adjacent to the Easement Premises for the convenient and safe exercise of the rights granted herein.

Following any installation, excavation, maintenance, repair or other work by Grantee, Grantee shall, at its sole cost and expense, restore the Easement Premises to as close to original condition as is reasonably practicable.

Grantor reserves the right use/occupy the Easement Premises for such purposes as, landscaping and other uses that do not hinder the proper function of the easement.

To the extent permitted by law, Grantee agrees to indemnify, defend and hold harmless, the Grantor, its tenants, agents, employees, representatives, officers, directors, successors, and assigns, from any and all claims, demands, actions, suits, liabilities, judgments, damages, losses, and expenses of any person related to, or in any manner connected with, the use of the perpetual sidewalk easement

The granting of the perpetual easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

Effective this 28th day of October, 2011.

GRANTORS:

Gregory J. Testa
Gregory J. Testa
Co-trustee, Testa Family Trust
Trust dated April 29, 1993

Elizabeth M. Testa
Elizabeth M. Testa
Co-trustee, Testa Family Trust
Trust dated July 7, 1992

On this 28th day of October, 2011, before me the undersigned notary public did personally appear Gregory J. Testa and Elizabeth M. Testa and executed this forgoing instrument for the purposes herein contained. In witness whereof, I hereby set my hand and official seal.

September 4, 2012

My commission expires

Stephanie Morgan

Notary Public



This easement was accepted this _____ day of _____, 2011, by the City of Cottonwood, Arizona.

Hon. Diane Joens, Mayor
City of Cottonwood

ATTEST:

Marianne Jimenez, City Clerk

EXHIBIT A

A parcel of ground originally described on 10/2/97 as Yavapai County Assessor's parcel 406-33013A lying in Section 33, Township 16 North, Range 3 East, G. & S.R.M., Yavapai County, Arizona as shown on a survey plat recorded in Book 40 of Land Surveys, Page 71 now more particularly described as follows:

COMMENCING at a found 5/8 inch rebar in the pavement, locally accepted as the Northeast Corner of Section 33 from which, a found 1/2 inch rebar in the pavement, locally accepted as the East Quarter Corner of Section 33 lies South 00 Degrees, 31 Minutes, 05 Seconds West 2641.69 feet;

THENCE South 00 Degrees, 31 Minutes, 05 Seconds West 1320.85 feet to the calculated position for the Southeast Corner of the Northeast Quarter of Section 33, (original monument obliterated, position perpetuated from previous survey information), from which, the Northeast Corner (position calculated) of the LOY TRACT lies South 50 Degrees, 00 Minutes, 38 Seconds West 2259.54 feet (record South 50 Degrees, 06 Minutes, West 2258.0 feet);

THENCE South 89 Degrees, 30 Minutes, 58 Seconds West 1906.65 feet to a found 1/2 inch (inside diameter) iron pin locally accepted as the Northwest Corner of the East Half of the West Half of the Southeast Quarter of Section 33;

THENCE South 01 Degree, 12 Minutes, 14 Seconds East 409.17 feet (South 00 Degrees, 41 Minutes East 409.2 feet per plat of Sunset View Estates as recorded in Book 16 of Maps & Plats, Page 65) to a found 1/2 inch iron pin and the **TRUE POINT OF BEGINNING**, said point being the Southwest Corner of the LOY TRACT, also from which, a found 1/2 inch rebar with plastic cap stamped "JJ&A LS 4491" lies South 31 Degrees, 26 Minutes West 0.47 feet;

THENCE North 27 Degrees, 59 Minutes, 00 Seconds West 175.10 feet (record North 28 Degrees, 02 Minutes West 175.31 feet) to a found 1/2 inch steel pin at the Northwest Corner of the LOY TRACT;

THENCE North 27 Degrees, 50 Minutes, 14 Seconds West 30.52 feet (record North 28 Degrees, 02 Minutes, West 30.8 feet) to a found 1/2 rebar with plastic cap stamped "LS 19853" on the southeasterly right-of-way of West Mingus Avenue, said point falling on a non-tangent point of curvature, the central point of which lies South 45 Degrees, 54 Minutes, 52 Seconds East 573.20 feet;

THENCE through a central angle of 07 Degrees, 24 Minutes, 37 Seconds on a curve to the right in a northeasterly direction an arc length of 74.13 feet to a set 5/8 inch rebar with plastic cap stamped "SECRLS 13015" on said right-of-way line;

THENCE South 28 Degrees, 06 Minutes, 58 Seconds East 223.82 feet (record South 28 Degrees, 02 Minutes East) to a found 1/2 inch steel pin on said southeasterly line of the LOY TRACT, from which a

found ½ inch steel pin on said southeasterly line lies North 61 Degrees, 56 Minutes, 00 Seconds East (record and Basis of Bearings) 75.15 feet (record 75.0 feet);

THENCE South 62 Degrees, 00 Minutes, 43 Seconds West 72.41 feet (record South 61 Degrees, 56 Minutes West 72.0 feet to the **TRUE POINT OF BEGINNING** containing 0.36 acre, more or less.

Subject to all easements and rights-of-way that may affect the above described parcel.

NOTE: This description was revised to add the recording information of the survey plat.



EXHIBIT B

LEGAL DESCRIPTION Testa Parcel Permanent Dedication to City SWI Project #08139

A parcel of ground lying in Section 33, Township 16 North, Range 3 East, G.&S.R.M., Yavapai County, Arizona, being a portion of that land described in Book 3187 of Official Records, Page 824 in the Yavapai County Recorder's Office (hereafter referred to as "R1"), also being a portion of that parcel depicted as "0.36 Acres 406-33-013A" on a Results of Survey Plat recorded in Book 40 of Land Surveys, Page 71 (hereafter referred to as "R2"), this parcel now described as follows:

Commencing at the East Quarter Corner of Section 33 as marked by a ½" rebar in the pavement from which, the Northeast Corner of Section 33 as marked by a ½" rebar in the pavement lies North 01°38'48" East (Measured by GPS and Basis of Bearings for this description) 2641.58 feet (North 00°31'05" East 2641.69 feet per R2);

Thence North 01°38'48" East a distance of 1320.79 feet (North 00°31'05" East 1320.84 feet per R2) to the Northeast Corner of the Southeast Quarter of the Northeast Quarter of Section 33;

Thence North 89°21'31" West 1906.76 feet (South 89°30'58" West 1906.65 feet per R2) to a found ½ inch iron pipe, locally accepted as the Northwest Corner of the East Half of the West Half of the Southeast Quarter of Section 33;

Thence South 00°06'48" East 212.91 feet (South 01°12'14" East 212.98 feet per R2);

Thence South 63°04'59" West (South 61°59'07" West per R2) a distance of 16.75 feet to a found 5/8 inch rebar with plastic cap stamped "SEC RLS 13015" from which, a found 5/8 inch rebar with plastic cap stamped "SEC RLS 13015" on the southerly right-of-way line of Mingus Avenue lies North 26°43'50" West 48.69 feet (North 28°06'58" West 48.69 feet per R2);

Thence North 26°44'56" West 44.36 feet to the True Point of Beginning;

Thence South 48°45'30" West 74.93 feet to a point on the westernmost line of R1 and R2;

Thence North 27°02'08" West (North 28°02' West per R1; North 27°50'14" West per R2) a distance of 4.98 feet to a found ½ inch rebar with plastic cap stamped "RLS 19853" on the curved southerly right-of-way line of Mingus Avenue, said point being a non-tangent point of curvature, the central point of which lies South 44°29'51" East 573.20 feet;

LEGAL DESCRIPTION

Testa Parcel

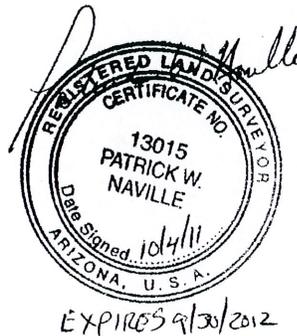
Permanent Dedication to City

SWI Project #08139

Page 2 of 3

Thence along said southerly right-of-way line on a curve to the right in a northeasterly direction through a central angle of $07^{\circ}28'56''$ an arc length of 74.85 feet to a found 5/8 inch rebar with plastic cap stamped "SEC RLS 13015" at a corner of R1 and R2;

Thence South $26^{\circ}44'56''$ East along the easterly line of R2 a distance of 4.33 feet to the True Point of Beginning containing 401 square feet, more or less.

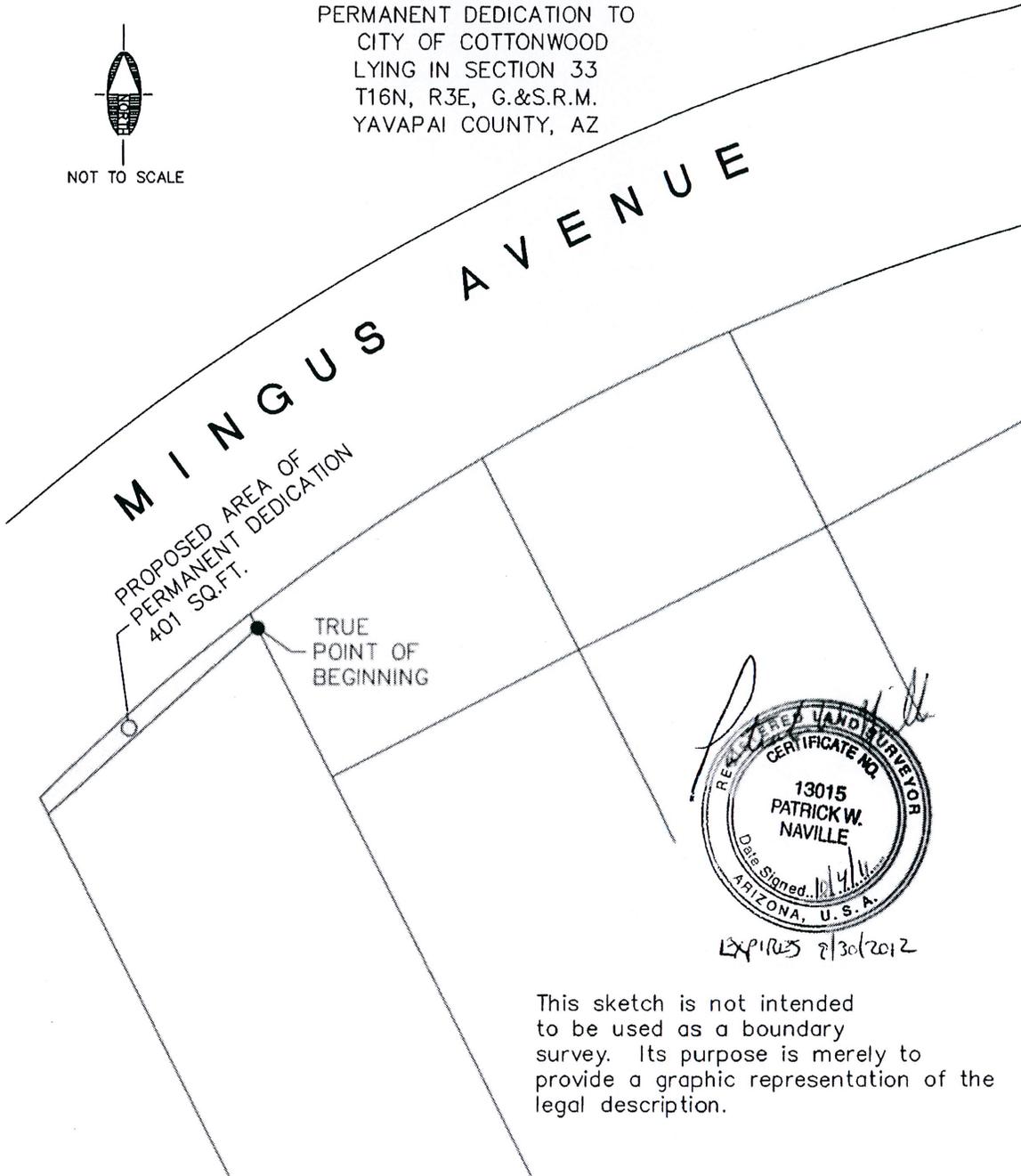


PLOTTED: Oct 05, 2011-10:09am

FILE: P:\2008\08139\SURVEY\LEGALS\08139 Mingus Ave ROW Testa Perm Dedication 10-4-11.dwg <<C3D_Imperial>>

EXHIBIT DRAWING TO ACCOMPANY LEGAL DESCRIPTION

MINGUS AVENUE
TESTA PARCEL
PERMANENT DEDICATION TO
CITY OF COTTONWOOD
LYING IN SECTION 33
T16N, R3E, G.&S.R.M.
YAVAPAI COUNTY, AZ



EXPIRES 2/30/2012

This sketch is not intended to be used as a boundary survey. Its purpose is merely to provide a graphic representation of the legal description.



Shephard & Wesnitzer, Inc.

75 Kallof Place
Sedona, AZ 86336
928.282.1061
928.282.2058 fax

www.swiaz.com

JOB NO:	08139
DATE:	OCT. 2011
SCALE:	AS SHOWN
DRAWN:	TGH
DESIGN:	N/A
CHECKED:	PWN

CITY OF COTTONWOOD COTTONWOOD
ARIZONA ARIZONA

**EXHIBIT DRAWING
TESTA PARCEL**

SHEET

3

OF
3

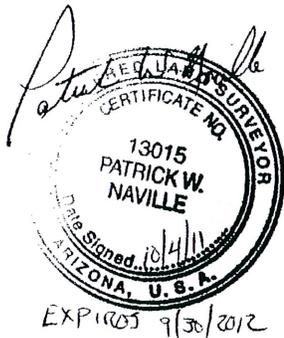


EXHIBIT C
LEGAL DESCRIPTION
Testa Parcel
Temporary Construction Easement to City
SWI Project #08139

A parcel of ground lying in Section 33, Township 16 North, Range 3 East, G.&S.R.M., Yavapai County, Arizona, being a portion of that land described in Book 3187 of Official Records, Page 824 in the Yavapai County Recorder's Office (hereafter referred to as "R1"), also being a portion of that parcel depicted as "0.36 Acres 406-33-013A" on a Results of Survey Plat recorded in Book 40 of Land Surveys, Page 71 (hereafter referred to as "R2"), this parcel now described as follows:

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Thence North 01°38'48" East a distance of 1320.79 feet (North 00°31'05" East 1320.84 feet per R2) to the Northeast Corner of the Southeast Quarter of the Northeast Quarter of Section 33;

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Thence South 63°04'59" West (South 61°59'07" West per R2) a distance of 16.75 feet to a found 5/8 inch rebar with plastic cap stamped "SEC RLS 13015" from which, a found 5/8 inch rebar with plastic cap stamped "SEC RLS 13015" on the southerly right-of-way line of Mingus Avenue lies North 26°43'50" West 48.69 feet (North 28°06'58" West 48.69 feet per R2);

Thence North 26°44'56" West 29.35 feet to the True Point of Beginning;

Thence South 48°24'07" West 74.98 feet to a point on the westernmost line of R1 and R2;

Thence North 27°02'08" West (North 28°02' West per R1; North 27°50'14" West per R2) a distance of 20.45 feet to a found ½ inch rebar with plastic cap stamped "RLS 19853" on the curved southerly right-of-way line of Mingus Avenue, said point being a non-tangent point of curvature, the central point of which lies South 44°29'51" East 573.20 feet;

LEGAL DESCRIPTION

Testa Parcel

Temporary Construction Easement to City

SWI Project #08139

Page 2 of 3

Thence along said southerly right-of-way line on a curve to the right in a northeasterly direction through a central angle of $07^{\circ}28'56''$ an arc length of 74.85 feet to a found 5/8 inch rebar with plastic cap stamped "SEC RLS 13015" at a corner of R1 and R2;

Thence South $26^{\circ}44'56''$ East along the easterly line of R2 a distance of 19.34 feet to the True Point of Beginning containing 0.0345 acres, more or less.



EXPIRES 9/30/2012

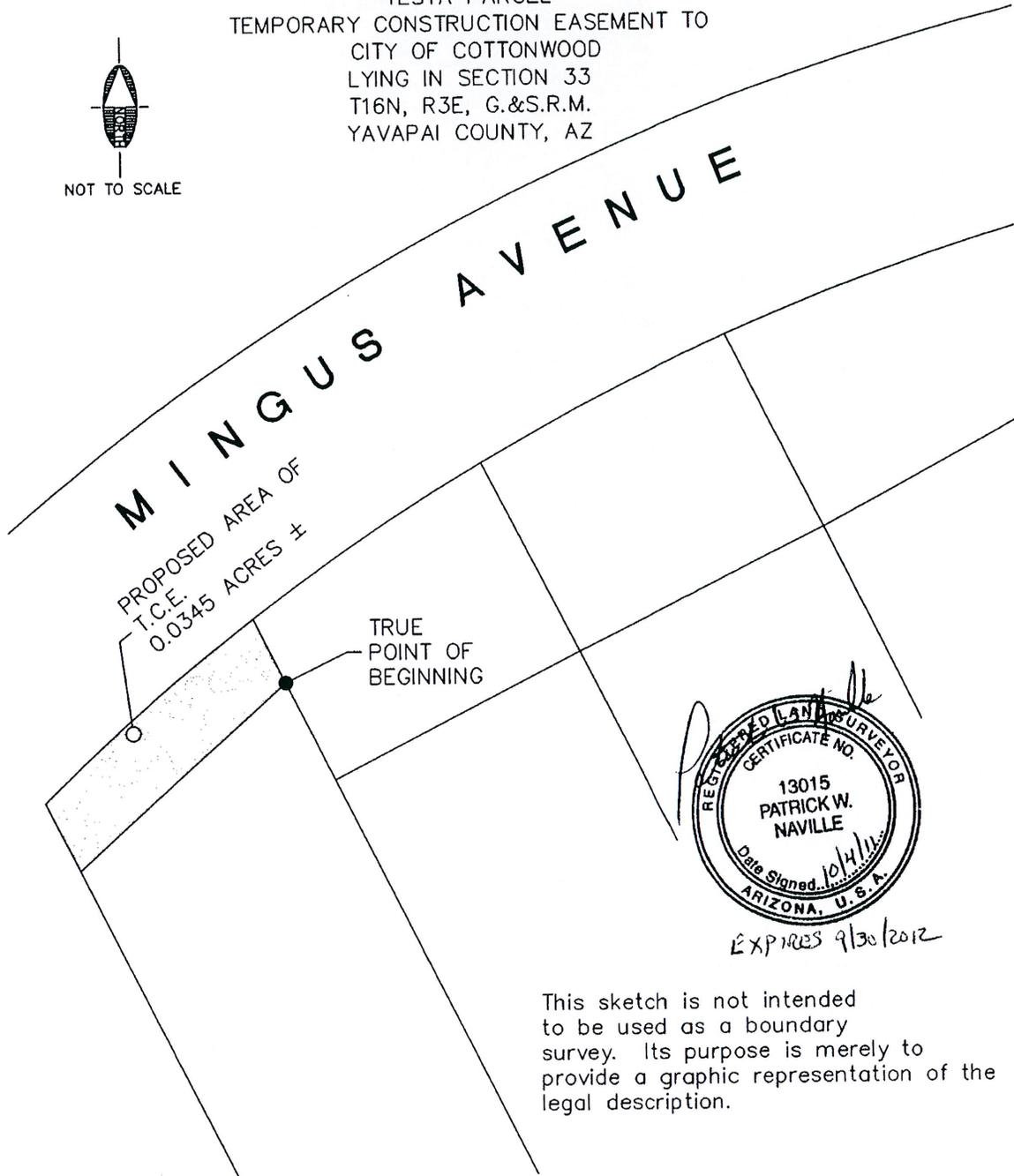
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EXHIBIT DRAWING TO ACCOMPANY LEGAL DESCRIPTION

MINGUS AVENUE
TESTA PARCEL
TEMPORARY CONSTRUCTION EASEMENT TO
CITY OF COTTONWOOD
LYING IN SECTION 33
T16N, R3E, G.&S.R.M.
YAVAPAI COUNTY, AZ



NOT TO SCALE



Shephard & Wesnitzer, Inc.

75 Kallof Place
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JOB NO: 08139
DATE: OCT. 2011
SCALE: AS SHOWN
DRAWN: TKH
DESIGN: N/A
CHECKED: PWN

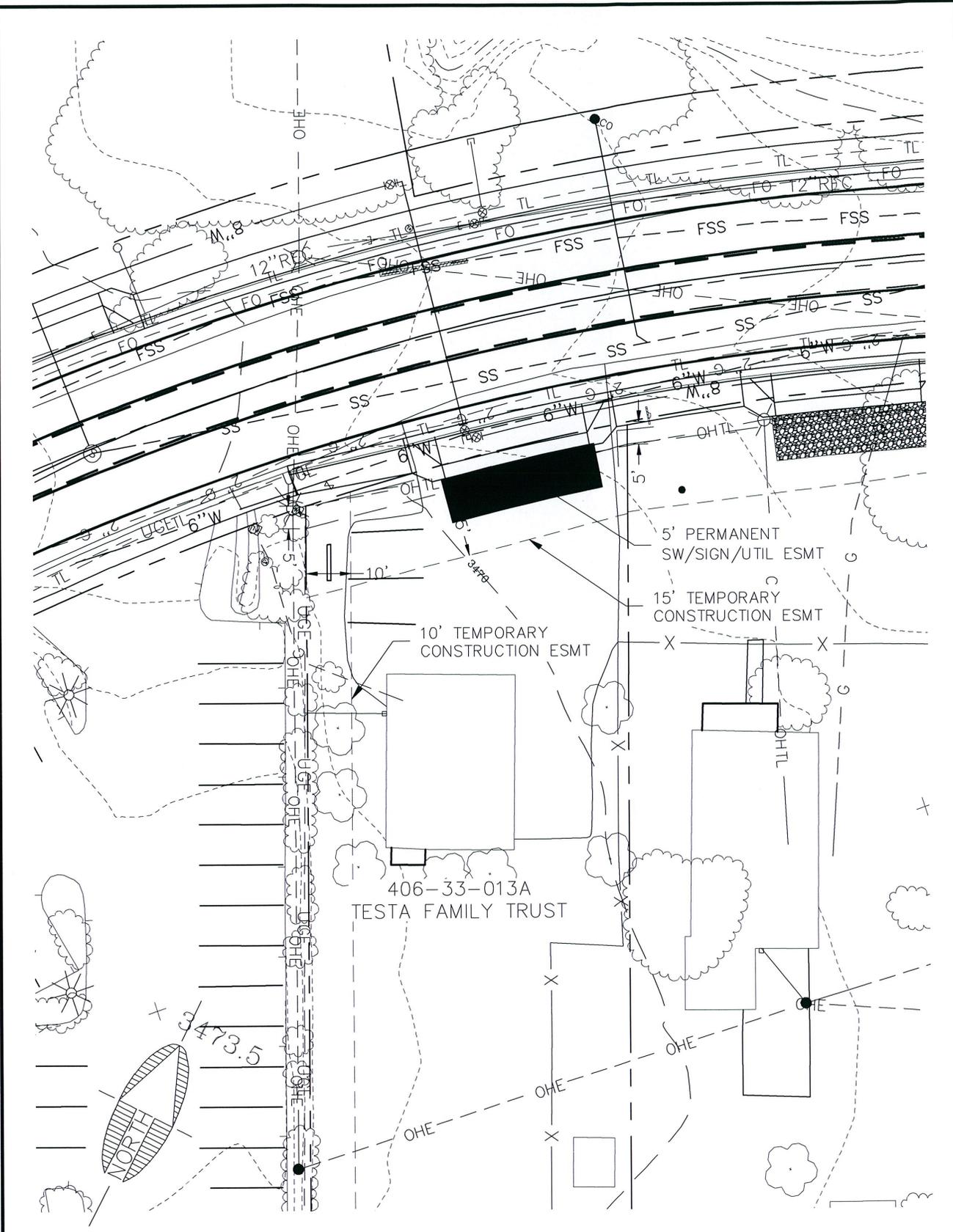
CITY OF COTTONWOOD COTTONWOOD
ARIZONA ARIZONA

EXHIBIT DRAWING
TESTA PARCEL
T.C.E.

SHEET

3

OF
3



 <p>Shephard Wesnitzer, Inc.</p>	1755 E. Villa Drive Suite C-17 Cottonwood, AZ 86326 928.639.2712 928.639.2713 fax	JOB NO. 08139 DATE AUG 11 SCALE 1"=30' DRAWN OKB DESIGN JTL CHECKED JTL	MINGUS AVENUE IMPROVEMENTS PRELIMINARY PROPOSED EASEMENT EXHIBIT APN: 406-33-013A	CITY OF COTTONWOOD ARIZONA	SHEET 1 OF 2
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City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: December 6, 2011

Subject: West Mingus Avenue Reconstruction
Right-of-Way Purchase from the Craig Edward Hoffbauer and Janice Elaine Hoffbauer Revocable Family Trust

Department: Public Works

From: Morgan Scott

REQUESTED ACTION

Consider approval of the purchase agreement to buy the right-of-way from the Craig Edward Hoffbauer and Janice Elaine Hoffbauer Revocable Family Trust.

If the Council desires to approve this item the suggested motion is: I move to approve the purchase agreement with the Craig Edward Hoffbauer and Janice Elaine Hoffbauer Revocable Family Trust.

BACKGROUND

West Mingus Avenue is designed to be a 3-lane collector street from SR 89A to Willard Street, with a modern roundabout at the intersection of Mingus and Willard. This easement provides a portion of the right-of-way for this improvement. The attached agreement sets forth the compensation and conditions for the land purchase from the Craig Edward Hoffbauer and Janice Elaine Hoffbauer Revocable Family Trust. The Hoffbauer's had originally agreed to dedicate easement needed for this improvement similar to several of their neighbors, however when staff was unable to obtain easement at a reasonable price from a property owner on the opposite side of Mingus Avenue it became necessary to obtain additional property from the Hoffbauer's which is the reason for this purchase agreement.

JUSTIFICATION/BENEFITS/ISSUES

The reconstruction of Mingus Avenue from Hwy 89A to Willard is a priority of the City Council and obtaining sufficient right-of-way to build the street to city standards is a critical component of this project.

COST/FUNDING SOURCE

The funding source is the Highway Revenue User Fund (HURF) and local sales tax.

REVIEWED BY:

City Manager: _____

City Attorney: _____

ATTACHMENTS

Purchase Agreement

REAL ESTATE PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is made and entered into as of the ____ day of _____, 20 __, by and between the Craig Edward Hoffbauer and Janice Elaine Hoffbauer Revocable Family Trust (hereinafter referred to as "Seller"), and the City of Cottonwood, Arizona, an Arizona municipal corporation (hereinafter referred to as "Buyer").

RECITALS

A. Seller is the fee simple owner of a portion of undeveloped real property situated within the City of Cottonwood, Yavapai County, Arizona, and more particularly described by the legal description attached as Exhibit "A" (hereinafter referred to as "Property").

B. Seller desires to sell and Buyer desires to purchase the Property upon the terms and for the consideration set out in this Agreement.

C. Buyer has legal authority to enter into this Agreement pursuant to A.R.S. § 9-241.

IN CONSIDERATION of the mutual promises, covenants and conditions herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller and Buyer hereby agree as follows:

1. **Purchase Price.** The total purchase price shall be **Seven Thousand Dollars (\$7,000.00)**.

2. **Closing.**

2.1 **Time for Closing; Last Day to Close.** The Transaction shall be closed in Yavapai County, Arizona. Buyer and Seller shall deposit in escrow with the closing agent all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. The date that this transaction closes is herein called the "Property Closing Date," and shall be **December 31, 2011**.

2.2 **Prorations; Closing Costs.** Prorated taxes and assessments on the Property for the period up and until the Property Closing Date shall be paid by Seller at or before closing. Buyer shall pay the premium and other charges for the cost of standard coverage title insurance for Buyer's required Title Policy. Buyer shall also pay at closing any Arizona or local documentary transfer tax or other Arizona transfer taxes or fees arising from the conveyance of the Property. Buyer shall pay all the escrow fee and recording charges.

2.3 **Buyer's Conditions to Closing.** The closing of this Transaction is subject to and conditioned upon the satisfaction of, or Buyer's written waiver of, the following conditions precedent in favor of Buyer, at or prior to the Property Closing Date:

(a) Buyer shall have received or the Title Company shall be unconditionally committed to issue a policy of title insurance dated the date the deed is recorded

and insuring Buyer's fee title to the Property in the amount of the Purchase Price free and clear of any exceptions other than the printed general exceptions and exclusions in the policy form.

(b) Each and all of the representations and warranties made by Seller hereof shall be true and correct as of the Property Closing Date.

(c) Buyer shall have received a survey of the Property, which is satisfactory to Buyer in all respects.

(e) Seller shall have delivered the deed and fully performed all of the material covenants that Seller, pursuant to the terms of this Agreement, has agreed to perform on or prior to the Property Closing Date.

(f) Seller shall grant the buyer a Temporary construction easement with the right to use and occupy temporarily, during the construction of an underground communication service lines, and related appurtenances, for the accommodation of construction equipment, materials, and excavation of earth, under, through and across Grantor's property, hereinafter referred to as Exhibit "A." Grantee, its successors and assigns shall at all times during the term of this Temporary Construction Easement have the right of ingress and egress to and along the Easement Premises for the purposes specified herein. The Temporary Construction Easement granted herein shall be deemed abandoned at the completion of the installation of the public road project.

2.4 Seller's Conditions to Closing. Seller's obligation to close shall be subject to and conditioned upon:

(a) Buyer's deposit of the Purchase Price funds with the closing agent on or before the Property Closing Date.

(b) The closing agent has not received instructions or conditions of closing from Buyer that are inconsistent with or in addition to those provided in this Agreement.

(c) Buyer shall have performed all of the material obligations required herein.

3. Closing Documents. At or prior to closing, Buyer and Seller shall execute and deliver to the closing agent the following:

3.1 Seller shall duly execute, acknowledge and deliver to Buyer, at closing, a warranty deed, in recordable form, conveying good and marketable title to the Property free and clear of any defects, liens or encumbrances.

3.2 If required by the closing agent, Seller shall execute and deliver a real estate transfer return, in form sufficient to satisfy Seller's obligations regarding the documentary transfer or real estate transfer tax (if any) owing upon the transfer of the Property.

3.3 Buyer shall cause the Title Company to issue or be unconditionally committed to issue the Title Policy.

3.4 Seller shall execute and deliver an assignment of all Seller's rights, interests, claims and privileges under any express or implied warranties or guaranties, benefitting the Property, any plans, specifications, and designs of the Property, any property insurance policies and claims, and any condemnation awards or rights to same pertaining to the Property.

3.5 Buyer and Seller shall each execute and deliver such other documents as may be reasonably required to close the purchase and sale of the Property in accordance with this Agreement.

4. **Title Insurance.** Within thirty (30) days after the date this Agreement is signed, Buyer will obtain a preliminary commitment for the Title Policy (the "Commitment") in the amount of the Purchase Price and issued by the Title Company, together with copies of all exceptions set forth therein. The Commitment (any supplements thereto) shall reflect no exceptions, unless agreed to in writing by Buyer. If the Commitment or any supplement thereto reflects any exceptions other than the standard printed exclusions and general exceptions in the policy form and the Permitted Exceptions, Buyer may elect to require Seller to remove such exceptions at Seller's sole expense at or prior to closing.

If Buyer elects to require Seller to remove such exceptions at or prior to closing by notice to Seller, then Seller's failure to remove such exceptions at Seller's sole expense by the Property Closing Date shall constitute a default by Seller, and Buyer may, in its sole discretion, pursue any one or more of the following remedies: bring suit for specific performance and/or damages; extend the Property Closing Date by a period that Buyer determines is reasonably required for the removal or endorsement over by the Title Company of such disapproved exceptions and reserving all rights, claims and remedies; and/or elect to close subject to such disapproved exceptions and retain all rights and remedies to recover damages from Seller after closing in an amount equal to the diminution in the value of the Property caused by such disapproved exceptions.

The Title Policy shall be dated as of the date the deed to Buyer is recorded, and shall insure Buyer in the amount of the Purchase Price against loss or damage by reason of defect in Buyer's title to the Property and such other matters as are insured against by such policy and endorsements, subject only to the standard printed exclusions and general exceptions appearing in the title insurance policy form.

5. **Seller's Representations.** Understanding that Buyer is relying on the following representations and warranties, Seller makes the following representations and warranties which are agreed to constitute a material part of the consideration hereunder and which shall survive the closing.

5.1 There has been no production, discharge, disposal, or storage on, from, or onto the Property of any petroleum products or hazardous waste, hazardous materials, or other toxic substance or any activity which could have otherwise contaminated the Property or

adjacent real property excepting the fuel or other products that may have incidentally leaked on or near the Property from vehicles and other equipment under normal operating conditions; and there is no proceeding or inquiry by any governmental agency with respect to contamination of the Property. The Property is in compliance with all federal, state, and local environmental laws and regulations and no environmental enforcement action exists with respect to the Property, nor does Seller have actual knowledge of any basis for such an action.

5.2 Seller is currently the sole owner of the Property and has full power, authority, and legal capacity to enter into the transaction contemplated by this Agreement, to execute this Agreement and any and all other documents or instruments required in connection with this Agreement, and to carry out this Agreement and the transactions contemplated hereby.

5.3 There are no leases, options, contracts, or rights of first refusal, recorded or unrecorded, affecting the Property. The Property is free and clear of any encumbrances, liens, or exceptions to title.

5.4 No actions, lawsuits, proceedings, or claims are pending or threatened which would affect the Property, the value of the Property, Seller's ownership thereof, or the conveyance of ownership to the Buyer pursuant to the terms of this Agreement.

5.5 There are no parties in adverse possession of the Property. There are no parties in possession of the Property except Seller, and no parties have been granted any license, lease, or other right relating to the use or possession of the Property.

5.6 There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy or pursuant to any other laws for relief of debtors contemplated or filed by Seller or pending against Seller or affecting or involving the Property.

5.7 Except for the obligations imposed by this Agreement, Buyer does not and shall not have any liability with respect to any claim, obligation, or liability (including attorney's fees and court costs) arising out of or related to the Property as a consequence of any act or failure to act by Seller prior to the closing.

5.8 Seller is not prohibited from consummating the transaction contemplated by this Agreement, by any law, regulation, agreement, instrument, restriction, order, or judgment.

5.9 There is no default, nor has any event occurred which, with the passage of time or the giving of notice or both would constitute a default in any contract, mortgage, deed of trust, lease, or other instrument which relates to the Property or which affects the Property in any manner whatsoever.

6. Buyer's Representations.

6.1 Buyer represents that it has the legal authority and ability to enter into the

transaction contemplated by this Agreement.

7. **Brokerage.** It is the expressed declaration of the Parties that no real estate commissions will be due from Buyer to Seller or any other party resulting from the proposed sale of the Property. If any person or entity shall assert a claim to a finder's fee, brokerage commission, or other compensation on account of alleged employment as a finder or broker or performance of services as a finder or broker in connection with this transaction, the Party hereto under whom the finder or broker is claiming shall indemnify and hold the other Party harmless from and against any such claim and all costs, expenses, and liabilities incurred in connection with such claim or any action or proceeding, including, but not limited to, attorney and witness fees and court costs in defending against such claim. This indemnity shall survive the closing or the cancellation of this Agreement.

8. **Time Periods.** Time is of the essence in this Agreement. If the last day of any time period hereunder or a date for performance referenced herein is a Saturday, Sunday or legal holiday, the last day of such specified period or such date for performance shall be extended to the next business day. In construing the Parties' intent with regard to this Agreement and the applicable terms of this Agreement, no greater or stricter construction of any term or provision hereof shall be asserted against a Party by reason of such Party's being the drafter or alleged drafter thereof.

9. **Default and Remedies.** If a Party defaults with respect to this Agreement, the non-defaulting Party may seek specific performance, or any other remedy specified herein or permitted in equity or at law. However, good faith participation in mediation is a condition precedent to any enforcement action or claim for breach. Said mediation will be conducted in Yavapai County by a mutually-agreed-upon mediator. However, if the Parties cannot agree to a mediator, either Party can request the appointment of a mediator through the Yavapai County Superior Court. If any action is brought by either party in respect to its rights under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs as determined by the court.

10. **Escrow.**

10.1 **Opening of Escrow.** Buyer shall open an escrow (the "Opening of Escrow") by delivering to the Cottonwood, Arizona, office of the Title Company, a copy of this Agreement. This Agreement, together with any additional instructions ("Instructions") hereinafter executed by the Parties, shall constitute the Escrow Holder's instructions in connection with the Escrow. In no event shall any Instructions modify the provisions of this Agreement except to the extent that such Instructions expressly state that they modify the provisions of this Agreement, and in the event of any inconsistency between the provisions of any Instructions and the provisions of this Agreement, the provisions of this Agreement shall govern.

10.2 **The Escrow Holder.** The duties of the Escrow Holder shall be as follows:

- deposited with it.
- (a) To retain and safely keep all funds, documents and instruments
 - (b) To confirm that all conditions to the Closing specified in this Agreement have been met.
 - (c) Upon the Closing, to deliver to the Parties entitled hereto all funds, documents and instruments to be delivered through Escrow.
 - (d) Upon the Closing, to cause the recordation of the deed referred to herein with the Office of the Yavapai County Recorder.
 - (e) To comply with the terms of this Agreement and any additional instructions jointly executed by Buyer and Seller.

11. Insurance. Throughout the period between the date of this Agreement and the Property Closing Date, Seller shall maintain existing liability insurance on the Property.

12. Conditions Subsequent to Closing. Following the Property Closing Date, and at times deemed appropriate by the Buyer, the following actions shall be taken by the Buyer with respect to the Property:

12.1 Curb Cuts. Buyer, at its expense, will install two (2) curb cuts on the Property at locations determined in consultation with the Seller.

13. Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511 and Buyer and Seller specifically state that neither is aware of any employee of Buyer who has any affiliation with Seller.

14. Notices. Notices shall be in writing and shall be given by personal delivery or by U.S. certified mail, return receipt requested, postage prepaid, addressed to Seller or Buyer, as applicable, at the addresses set forth below or at such other address as a party may designate in writing.

**Seller: Craig Edward Hoffbauer and Janice Elaine Hoffbauer
Revocable Family Trust
109 S Airport Road
Cottonwood, AZ 86326
Attn: Craig Hoffbauer**

Buyer: City of Cottonwood
827 North Main Street
Cottonwood, AZ 86326
Attn: Mr. Doug Bartosh, City Manager

15. **Governing Law.** This Agreement shall be governed by the laws of the State of Arizona, and litigation can only be brought within the Yavapai County Superior Court.

16. **Binding Effect.** This Agreement shall be binding and inure to the benefit of the Parties and their respective successors, assigns, representatives, affiliates, directors, members, officers, and insurers of the Parties.

17. **Severability.** If a court of competent jurisdiction makes a final determination that any term or provision of this contract is invalid or unenforceable, all other terms and provisions shall remain in full force and effect, and the invalid or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and comes closest to expressing the intention of the invalid term or provision.

18. **Headings.** The headings of this Agreement are for the purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.

19. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

20. **Merger.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations, and understandings, written or oral, are superseded by and merged in this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by Buyer and Seller.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Buyer and Seller have executed this Agreement as of the date indicated above.

SELLER:

BUYER:

Craig Edward Hoffbauer and Janice Elaine Hoffbauer Revocable Family Trust
By Its Manager: Craig Hoffbauer

City of Cottonwood

By: 

Its: _____

Craig Edward Hoffbauer

Seller: Craig Edward Hoffbauer and Janice Elaine Hoffbauer Revocable Family Trust
109 S Airport Road

Cottonwood, AZ 86326
Attn: Craig Hoffbauer

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

The foregoing instrument was duly executed and acknowledged before me this 21st day of NOVEMBER, 2011, by STEPHANIE MORGAN.

Stephanie Morgan
Notary Public

My commission expires: SEPTEMBER 4, 2012



STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

The foregoing instrument was duly executed and acknowledged before me this ____ day of _____, 20____, by _____.

Notary Public

My commission expires:

EXHIBIT A

That certain piece or parcel of land generally known and described as Lot 1, in the LOY TRACT, adjacent to the Townsite of Clemenceau, situated in Yavapai County, Arizona, said LOY TRACT being more particularly described as follows:

That portion of the Northwest Quarter of the Southeast Quarter of Section 33, Township 16 North, Range 3 East, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

Beginning at the Northeast corner of said tract, whence the Southeast corner of the Northeast Quarter of the Northeast Quarter of said Section 33 bears North 50°06' East, 2,258.0 feet distant; thence South 28°34' East, 175.52 feet to the Southeast corner of tract; thence South 61°59' West, 225.50 feet to the Southwest corner of tract; thence North 28°02' West, 175.31 feet to the Northwest corner of tract; thence North 61°56' East, 223.89 feet to the Northeast corner of tract, the point of beginning.

Said Lot 1 is more particularly described as the Westerly portion of said tract, bounded on the Northerly, Southerly and Westerly sides by the boundaries of said tract, and on the westerly side by a line beginning on the Southerly line of said tract, 75.0 feet Southwesterly from the Southeasterly corner of said tract and running Northwesterly to a point on the Northerly line of said tract, 74.5 feet Southwesterly from the Northeasterly corner of said tract;

EXCEPT all oil, minerals, ores and metals of every kind, as reserved in Deed recorded in Book 187 of Deeds, page 331, records of Yavapai County, Arizona

And

All that portion of the Northeast Quarter of Section 33, Township 16 North, Range 3 East, Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

Beginning at the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 33, Township 16 North of Range 3 East of the Gila and Salt River Base and Meridian in Yavapai County, Arizona; and running thence South 50°06' West, 2258.0 feet to a point which point is the True Point of Beginning; thence South 28°34' East, 175.52 feet to a point; thence South 61°56' West, 75 feet; thence South 28°34' East, 34.48 feet; thence North 61°56' East, 82 feet; thence North 4°20'30" East, 251.4 feet, along the West boundary line of CLEMENCEAU TOWNSITE; thence South 61°56' West, 144 feet to the True Point of Beginning;

EXCEPT all oil, minerals, ores and metals of every kind, as reserved in Deed recorded in Book 187 of Deeds, page 331, records of Yavapai County, Arizona

And

All that portion of the Northeast Quarter of Section 33, Township 16 North, Range 3 East, Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

Beginning at the Southeast corner of the Northeast Quarter of the Northeast Quarter of said Section 33; thence South 50°06' West, 2258.0 feet to a point which is the True Point of Beginning; thence South 61°56' West, 74.5 feet to the Southeasterly corner of that certain parcel described in Book 916 of Official Records, page 451; thence North 28°02' West, 57.3 feet to the Southerly right-of-way line of Mingus Avenue; thence Northeasterly along a curve to the right having a radius of 573.2 feet; thence South 61°56' West, 144 feet to the True Point of Beginning

EXCEPT all oil, minerals, ores and metals of every kind, as reserved in Deed recorded in Book 187 of Deeds, page 331, records of Yavapai County, Arizona

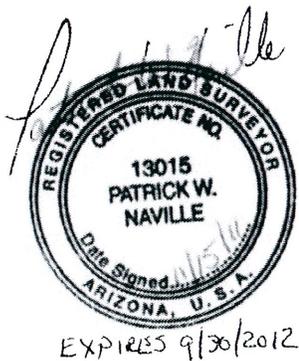


EXHIBIT B

LEGAL DESCRIPTION Hoffbauer Parcel Area of Title Transfer to City SWI Project #08139

A parcel of ground lying in Section 33, Township 16 North, Range 3 East, G.&S.R.M., Yavapai County, Arizona, being a portion of that land described in Book 2632 of Official Records, Pages 83-87 in the Yavapai County Recorder's Office (hereafter referred to as "R1"), this parcel now described as follows:

Commencing at the East Quarter Corner of Section 33 as marked by a ½" rebar in the pavement from which, the Northeast Corner of Section 33 as marked by a ½" rebar in the pavement lies North 01°38'48" East (Measured by GPS and Basis of Bearings for this description) 2641.58 feet;

Thence North 01°38'48" East a distance of 1320.79 feet to the Northeast Corner of the Southeast Quarter of the Northeast Quarter of Section 33;

Thence South 51°08'16" West 2260.10 feet (South 50°06' East 2258.0 feet per R1) to the obliterated remains of a 3 inch fence post;

Thence South 62°18'38" West 74.26 feet (South 61°56' West 74.5 feet per R1) to a found ½" iron pipe accepted as a corner of R1 from which, a found ½ inch rebar with plastic cap stamped RLS 19853, accepted as the northwesterly corner of R1 lies North 26°48'14" West 58.31 feet (North 28°02' West 57.3 feet per R1);

Thence North 26°48'14" West 49.98 feet to the True Point of Beginning;

Thence North 26°48'14" West 8.33 feet to the aforementioned capped rebar on the southerly right-of-way line of Mingus Avenue, said point being a non-tangent point of curvature, the central point of which lies South 23°46'57" East 573.20 feet;

Thence along said curved right-of-way line through a central angle of 22°41'24" on a curve to the right in an easterly direction an arc length of 227.00 feet to the northeast corner of R1;

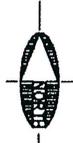
Thence South 05°34'07" West (South 04°20'30" West per R1) along the east line of R1 a distance of 17.32 feet to a non-tangent point of curvature, the central point of which lies South 00°10'38" East 625.00 feet;

Thence through a central angle of 20°06'41" on a curve to the left in a westerly direction an arc length of 219.38 feet to the True Point of Beginning containing 0.07 acres, more or less.

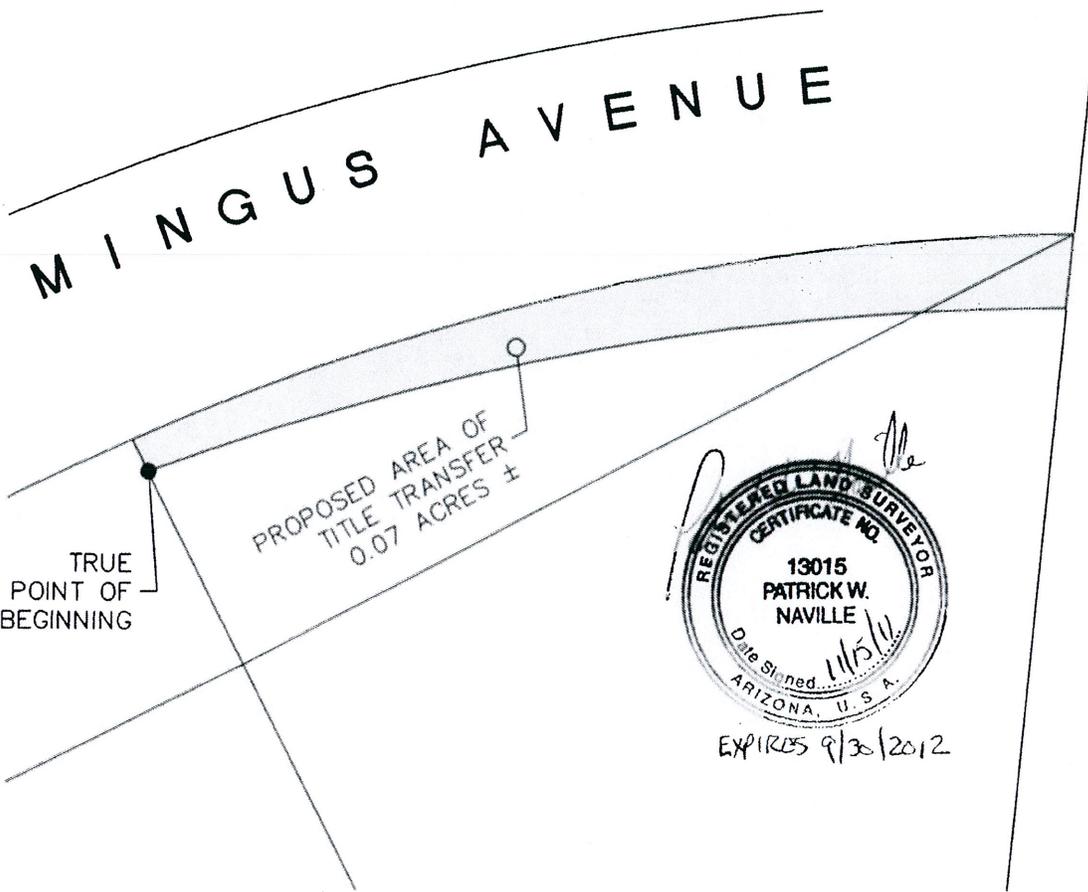
FILE: C:\DOCUMENTS\ADMIN\LOCALS\1\Temp\AcPublish_2832\08139 Mingus Ave ROW Hoffbauer Perm Dedication 11-15-11.dwg PLSAVE... 11/15/2011 - 2:56pm

EXHIBIT DRAWING TO ACCOMPANY
LEGAL DESCRIPTION

MINGUS AVENUE
HOFFBAUER PARCEL
AREA OF TITLE TRANSFER TO
CITY OF COTTONWOOD
LYING IN SECTION 33
T16N, R3E, G.&S.R.M.
YAVAPAI COUNTY, AZ



NOT TO SCALE



EXPIRES 9/30/2012

This sketch is not intended to be used as a boundary survey. Its purpose is merely to provide a graphic representation of the legal description.

NOTE: VERBIAGE REVISED 11/15/2011

 Shephard Wesnitzer, Inc.	75 Kallof Place Sedona, AZ 86336 928.282.1061 928.282.2058 fax	www.swiaz.com	JOB NO: 08139 DATE: OCT. 2011 SCALE: AS SHOWN DRAWN: TKH DESIGN: N/A CHECKED: PWN	CITY OF COTTONWOOD COTTONWOOD ARIZONA	SHEET 2 OF 2
	EXHIBIT DRAWING HOFFBAUER PARCEL				

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: December 6, 2011

Subject: Grant Agreement with the Arizona State Library, Archives and Public Records (ASLAPR)

Department: Community Services

From: Richard Faust, Community Services General Manager

REQUESTED ACTION

Approval of grant agreement between the Arizona State Library Archives and Public Records and the City of Cottonwood. This agreement is the second part of the 2010/2011 grant which was submitted by the Library District for Cottonwood with approval of the previous Library Director, John O'Neill.

If the Council desires to approve this item the suggested motion is:

I move to approve the grant agreement with the Arizona State Library, Archives and Public Records.

BACKGROUND

The previous award under this grant was for \$30,000 for computer systems and desk top units with printers. The award represented by this agreement will provide the Cottonwood Library with a Virtual Workforce Workstation computer and laser printer for use by library patrons seeking employment opportunities. This system will also allow for patrons to have significant time online to apply for jobs, job searching skills, and pursue educational opportunities such as studying for a GED or taking other online classes.

JUSTIFICATION/BENEFITS/ISSUES

The funds awarded under this agreement will enable the Cottonwood Library to be a central point-of-use center for job location, searches and preparation of job applications, etc.

COST/FUNDING SOURCE

The total amount of this award is approximately \$1,100. There is no local match requirement.

REVIEWED BY

City Manager: _____

City Attorney: _____

ATTACHMENTS

One Attachment:

- Grant In Kind Between Arizona State Library, Archives and Public Records and Agency/Library (BTOP II Grant Agreement Documents). (19 Pages)



ARIZONA STATE LIBRARY,
ARCHIVES AND PUBLIC RECORDS

A DIVISION OF THE ARIZONA SECRETARY OF STATE



JANET FISHER, ACTING STATE LIBRARIAN

To: **Library Administrators**
From: Jim Johnson
BTOP II Project Manager
E-mail: jjohnson@lib.az.us
Phone: 602-926-3857
Fax: 602-256-7983
Date: October 6, 2011

You are receiving this because you are a participating library in the "AzJAC Project" – Arizona Job Assistance Center @ your local library, funded through a BTOP II grant (Broadband Technology Opportunities Program, part 2). The grant is providing almost every public and tribal library in Arizona a Virtual Workforce Workstation (VWW). These VWWs are being funded by a grant from the National Telecommunications and Infrastructure Administration (NTIA), awarded to the Arizona Governor's Office of Economic Recovery (GOER), and administered by the Arizona State Library, Archives and Public Records.

Each participating library is required to sign the enclosed 'Grant In Kind' agreement. If you previously received a Memorandum of Understanding (MOU) this 'Grant In Kind' agreement supersedes the MOU(s).

The VWW is a stand-alone desktop computer with an attached all-in-one laser printer (Print/Copy/Scan/Fax), for use by library patrons seeking employment. The computer should allow patrons to have significant time online to apply for jobs, develop computer and job searching skills, and pursue educational opportunities such as studying for a GED or taking other online classes. Each library may decide how to schedule time on the VWW computer. Each library agrees to set-up the computer, connect it to the Internet, track usage, and provide regular reports.

To accept the Virtual Workforce Workstation:

1. Fill out the enclosed **Grant In Kind Information Sheet** which corresponds to the fields in the Grand in Kind agreement. The "Name of Responsible Agency" is (1) responsible for adhering to the conditions for use of the VWW and (2) taking ownership of the equipment. The "Name of Agency for Correspondence" is the person and location that we should correspond with for setup and reporting.
2. Print and complete three copies of Page 10, the **Signing Page**.
3. Return the information sheet and three copies of the signing page by **Nov. 15th** to:

Arizona State Library
1700 W. Washington, Suite 200
Phoenix, AZ 85007
Attn: BTOP II, Jim Johnson

The agreement includes a list of equipment you'll be receiving. For most of you, this equipment has already been shipped or has been ordered and will arrive soon. Most equipment will arrive within a week once the first piece or pieces begin to arrive. If you are part of a structured library

system/district, or a branch library, the equipment has been sent to your administrative office for asset tagging and/or software staging.

An Inventory Receipt Form will be sent by e-mail to the participating library, or the administrative office, depending on your county's library system. The participating library should check off on the Inventory Receipt Form the items received and return it ASAP via email, post or Fax.

IMPORTANT: **This grant operates by reimbursement. It's important to return the Inventory Receipt forms as soon as possible!**

In November, you will receive a packet with a job help book for librarians, AzJAC project posters, signage, bookmarks, and other materials and additional instructions. The State Library is also developing a portal that should be set as the homepage on AzJAC computers. The URL will be: <http://jobhelp.azlibrary.gov>

In the meantime, you may want to contact the local Arizona Workforce Connection or DES office. Library staff members are encouraged to participate in job-training provided by Workforce. See if there is a One-Stop near your library:
<http://www.arizonaworkforceconnection.com/locations/default.asp>.

GRANT IN KIND
Between
ARIZONA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS
and
AGENCY/LIBRARY

This Grant In Kind ("**AGREEMENT**") is entered into by and between the State of Arizona, the Arizona State Library, Archives and Public Records, a division of the Arizona Secretary of State ("**ASLAPR**") located at 1700 West Washington, Suite 200, Phoenix, Arizona, 85007 and the **AGENCY** ("**RECIPIENT**"), located at **AGENCY Address, AGENCY City, AZ AGENCY Zip**.

This **AGREEMENT** is entered pursuant to A.R.S. §41-2701 et seq., authorizing the State of Arizona, Governor's Office of Economic Recovery, contracting with ASLAPR, to execute and administer a specific federal grant, American Recovery and Reinvestment Act (ARRA) - PCC, AZ Job Help Hubs @ Your Library, CFDA number 11.557, award number 04-41-B10521, awarded July 2, 2010, herein referred to as Broadband Technology Opportunities Program Round 2 ("**BTOP II**").

Whereas, A.R.S. § 41-151.05 and A.R.S. § 41-151.06 authorizes ASLAPR to execute and administer contracts. Whereas, A.R.S. § 9-420 authorizes **RECIPIENT** to enter into agreements with ASLAPR.

Therefore, it is agreed that ASLAPR shall provide equipment and funding to the **RECIPIENT** for implementation of Job Help Hubs ("**JHH**") as defined under **BTOP II** and as established herein:

1. Purpose of the Agreement

The purpose of this **AGREEMENT** is to transfer ownership of the equipment and all responsibilities thereof to the **RECIPIENT**, have the **RECIPIENT** install and implement the equipment at **Cottonwood Public Library** ("**PARTICIPATING LIBRARY**"), located at 100 South 6th Street, Cottonwood, AZ 86326-4238, have the **RECIPIENT** meet the programmatic objectives of the **BTOP II** Program as established by ASLAPR, and have **RECIPIENT** report on the utilization of this equipment, as specified by the **BTOP II** grant, until the **TERMINATION DATE** or until all grant requirements are met as required by ASLAPR.

A. The BTOP II Grant

The goal of the **BTOP II** grant is to address the increased demand by job-seekers on local libraries as a local resource where patrons can utilize internet access to search for or apply to jobs and also obtain or improve job-related skills. The **BTOP II** implementation has two components: (1) Job Help Hubs ("**JHH**") and (2) Virtual Workforce Workstations ("**VWW**"). Together these are dubbed the Arizona Job Assistance Centers ("**AzJAC**") project.

The **JHH** is a portable computer lab dedicated to assisting job seekers with skill assessments, skill development and adult education. At least one **JHH** will be located in each county and within those counties located in communities determined to have the greatest need. Although the **JHH** is delivered and associated with a specific library, the **BTOP II** grant encourages and supports utilization at venues other than the target library, such as community centers or faith-based sites, provided the use is in line with the job-seeker and adult education goals of the **BTOP II** grant.

The VWW is a single workstation dedicated to job seekers for job search and placement assistance, skill assessments, development of individual employment plans, and career planning. There are approximately 200 public libraries across Arizona receiving VWW as part of the BTOP II grant.

Pursuant to the goals of the BTOP II grant, ASLAPR will purchase the computer equipment on the RECIPIENT's behalf and deliver this equipment to the RECIPIENT. The RECIPIENT agrees to take ownership of the equipment and agrees to use the equipment as specified and report on that use as specified by ASLAPR in accordance with the BTOP II grant.

2. Effective Date/Term of Agreement

The term of the AGREEMENT shall commence on S-DATE ("EFFECTIVE DATE"), and shall remain in effect until June 28, 2013 ("TERMINATION DATE"), contingent upon federal funding availability, unless terminated or canceled as provided herein.

3. General Provisions

The parties mutually agree as follows:

A. Type of BTOP II RECIPIENT AGREEMENT

This AGREEMENT applies to a JHH implementation.

B. Equipment and Software List

Hardware List:

SIGNIFICANT ASSETS for JHH Recipients:			
<u>Quantity</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Approximate Subtotal Value</u>
1	Desktop SFF; Dell Optiplex 780	\$ 855	\$ 855
1	Monitor: Dell E2211H, Widescreen, 21.5 in LCD		
1	All-in-one monochrome laser printer; Xerox Workcentre 3210N, C/P/S/F	\$ 245	\$ 245
Total Approximate Value:			\$ 1,100

Software List :

<u>Quantity</u>	<u>Description</u>	<u>Approximate Unit Cost</u>	<u>Not-To-Exceed Value</u>
11	Microsoft Office Standard (see <i>Software Note 1 below</i>)	\$ 350	\$ 400 each
1	Adobe Acrobat Standard (see <i>Software Note 1 below</i>)	\$ 250	\$ 300 each

Software Note 1: If the installed version of Microsoft Office is v2010 or later, then Adobe Acrobat Standard is not a requirement. For Office 2007 an add-in for creating Adobe documents must be installed. For versions of Office 2007 or older, Adobe Acrobat Standard would be a requirement and would have to be version 9 or 10.

C. Method and Terms of Receipt of Equipment

1. Upon receipt of the equipment at the location specified by the RECIPIENT, or their designee, the RECIPIENT agrees to take ownership of the equipment specified in Section 3.B, *Equipment and Software List*.

2. RECIPIENT, or their designee, agrees to notify ASLAPR within 5 business days of the receipt of any equipment for the BTOP II grant. Upon receiving notification of delivery, ASLAPR will, within 5 business days, provide by Email to the person designated by the RECIPIENT, an ***Inventory Receipt Form*** listing the items received.
3. The RECIPIENT, or their designee, shall complete and sign the ***Inventory Receipt Form*** and deliver to ASLAPR at the address provided at the bottom of this AGREEMENT.
4. Any incidental items supplied with the above equipment, such as USB printer cables, network cables, supplies (if any), or other non-essential items such as laptop cases, are not listed due to their relatively low value.
5. Any other equipment that may be supplied by ASLAPR as part of the BTOP II grant will be covered under separate agreement.

D. Software Requirements for BTOP II Computers

As part of the BTOP II grant, the items in the SOFTWARE LIST in Section 3.B, ***Equipment and Software List***, are mandated to be installed on each computer listed in Section 3.B. The RECIPIENT is eligible to be reimbursed for the actual cost to acquire these software licenses should they elect to utilize the grant to cover such costs up to the "Not-To-Exceed Value" amount listed in Section 3.B. Software maintenance for the items in Section 3.B will be covered up to the end of the grant period, June 30, 2013. **In order to be eligible for reimbursement by ASLAPR, the RECIPIENT or the PARTICIPATING LIBRARY must have acquired, installed, and requested reimbursement for the software listed in Section 3.B prior to June 29, 2012.** The RECIPIENT shall comply with all ASLAPR reimbursement requirements, including, but not limited to, all supporting documentation required by ASLAPR.

E. Maintenance of Equipment and Software

1. Hardware Maintenance:

For the SIGNIFICANT ASSETS listed in Section 3.B, ***Equipment and Software List***, ASLAPR will also purchase warranties that extend up to, or beyond, the end of the grant period, June 30, 2013. ASLAPR will have no obligation beyond June 30, 2013, to provide warranties and/or maintenance for any of the items referenced in this AGREEMENT.

2. Software Maintenance:

ASLAPR has no obligation to provide software maintenance beyond that provided as part of the initial software acquisition of the software specified in Section 3.B, ***Equipment and Software List***, and up to the end of the grant period, June 30, 2013.

ASLAPR makes no promises or warranties as to the actual cost the RECIPIENT or the PARTICIPATING LIBRARY will incur to acquire the software listed in Section 3.B or the accuracy of the estimated value provided in Section 3.B.

4. GRANTOR's and RECIPIENT's Responsibilities

A. RECIPIENT, or their designee, agrees to:

1. Install and implement the equipment referenced in Section 3.B, ***Equipment and Software***, within 45 days of either (a) receipt of all listed equipment, or (b) EFFECTIVE DATE, whichever is the most recent, and according to the utilization requirements of the BTOP II grant as established by ASLAPR.

2. Acquire and install the software on each computer provided as specified in Section 3.B, *Equipment and Software List*, within 30 days of implementation as per Section 4.A.1 above.
3. Monitor and document use of the JHH equipment whether being utilized by the RECIPIENT, a designee of the RECIPIENT, or a designee of ASLAPR, or for any other use as permitted by the terms and conditions of the BTOP II grant.
4. Provide monthly utilization reports as required by ASLAPR. Upon generating a duly signed AGREEMENT, ASLAPR will consult with the PARTICIPATING LIBRARY on the best practices for gathering utilization metrics. However, there are minimum requirements for the BTOP II grant that the RECIPIENT must meet.
5. In consultation with ASLAPR, strive and aspire to maximize utilization of the JHH lab, including concerted efforts to utilize venues other than the PARTICIPATING LIBRARY if this is a better approach or solution.

B. ASLAPR agrees to:

1. Administer the AzJAC Project.
2. Provide a project manager.
3. Work closely with the RECIPIENT and/or the PARTICIPATING LIBRARY to assist in resolving any issues of space, connectivity, accessibility, designated use, maximizing utilization, and gathering metrics on utilization.
4. Act as the fiscal agent for the project.
5. Submit federal and state project reports.
6. Communicate project status with libraries, when applicable.

5. Responsibility for Equipment

ASLAPR and the State of Arizona are not responsible for and will not cover any items referenced in this AGREEMENT for loss or damage. ASLAPR recommends that the RECIPIENT and the PARTICIPATING LIBRARY include the equipment in their loss prevention programs and/or policies.

In the event of loss of any items listed in Section 3.B, *Equipment and Software List*, the RECIPIENT agrees to report the loss to ASLAPR within five (5) business days of the loss. Because the RECIPIENT has a contractual responsibility to continue to provide the services required by the BTOP II grant and report on the use of the equipment, regardless of the circumstances of the loss, the RECIPIENT agrees to replace any items listed in Section 3.B, *Equipment and Software List*, that are designated as either SIGNIFICANT ASSETS or SOFTWARE within sixty (60) calendar days after the loss occurred.

The RECIPIENT must submit the specifications of the proposed replacement equipment and/or software to ASLAPR prior to purchasing or implementation, in case the RECIPIENT proposes using existing equipment or software. ASLAPR reserves the right to reject the proposed replacement equipment or software if ASLAPR determines that it will not sufficiently meet the capabilities or specifications of the original equipment or software. If the replacement equipment is not approved by ASLAPR prior to purchasing or implementation, the RECIPIENT is still liable for loss coverage should the equipment not meet the approval of ASLAPR.

Should the RECIPIENT elect not to replace equipment due to a loss, ASLAPR will consider the RECIPIENT in breach of this AGREEMENT and ASLAPR may terminate this AGREEMENT subject to Section 22, and may exercise any other remedy available by law.

6. Method and Terms of Reimbursement

Funds will be transferred to RECIPIENT on a cost reimbursement basis upon receipt and approval of a Reimbursement Request Form showing cumulative expenditures by line item. Items to be reported are; dollar amount requested, name of project worked on and project status compared to timeline submitted, if applicable. The RECIPIENT will be responsible for paying vendors associated with this project, when applicable. ASLAPR will reimburse expenses to RECIPIENT using a warrant, transfer, or by direct deposit of BTOP II funds. Method of payment will be at the discretion of ASLAPR and the RECIPIENT will allow thirty (30) calendar days for completion of payment of funds after ASLAPR's receipt of a Reimbursement Request Form. Any unspent funds associated with this AGREEMENT will be refunded to ASLAPR at completion of stated AGREEMENT term. Final payment for this AGREEMENT will be released upon receipt of any final reporting requirements which are yet to be determined, if applicable.

7. Reporting and Compliance Requirements

Payments by ASLAPR to the RECIPIENT shall be in strict compliance with OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments (2 CFR 225 A-87) and shall adhere to the Federal Cash Management Improvement Act (CMIA) and comply with guidelines of the BTOP II grant.

In addition the Recovery Act specifically provides that funds may not be used by any state or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

The RECIPIENT must be prepared to track and report on the specific outcomes and benefits attributable to use of Recovery Act funds. Funds associated with this AGREEMENT shall only be used to reimburse the RECIPIENT for the purposes set forth on Section 3 of this AGREEMENT. The RECIPIENT must comply with all applicable Federal and State policies and procedures, and requirements related to Recovery Act and BTOP II monies.

8. Printed Material

It is agreed that any report or printed matter completed as a part of this AGREEMENT is a work for hire and shall not be copyrighted by the RECIPIENT. Any publicly printed material under this AGREEMENT shall state "This project was supported by ARRA funding in the form of a grant from the U.S. Department of Commerce and the Governor's Office of Economic Recovery."

9. Documents Incorporated by Reference

Incorporation by Reference into AGREEMENT as if fully set forth herein:

Title XIV of the American Recovery and Reinvestment Act (ARRA) of 2009, known as the State Fiscal Stabilization Fund (Public Law 111-5 (H.R. 1), February 17, 2009; 123 Stat. 115, as amended by Public Law 111-8 (H.R. 1105), the Omnibus Appropriations Act, 2009; Division A, Section 523; March 11, 2009; 123 Stat. 524), as administered by the U.S. Department of Education.

(Included as **Attachment 1** and accessible at:

<http://www2.ed.gov/policy/gen/leg/recovery/statutory/stabilization-fund.doc>).

It is the RECIPIENT's responsibility to obtain the most current revisions of this document.

10. Fiscal Responsibility

Should the project not be completed, be partially completed, or be completed at a lower cost than the original budget called for, the amount reimbursed to RECIPIENT shall be for only the amount of dollars actually spent by the RECIPIENT. For any funds received under this AGREEMENT for which expenditure is disallowed in an audit exception by the ASLAPR, the State of Arizona, or Federal government, the RECIPIENT shall reimburse said funds directly to the ASLAPR immediately within fifteen (15) business days, exclusive of state holidays.

11. Records and Audit Trails

Under A.R.S. § 35-214 and A.R.S. § 35-215, the RECIPIENT shall retain all data and other "records" relating to the performance of the AGREEMENT for a period of five (5) years after the closing of the federal grant. The RECIPIENT is subject to all audit oversight policies and procedures established by ASLAPR and/or the State of Arizona. The RECIPIENT shall flow down this requirement to all subcontractors utilized during the term of this AGREEMENT.

12. Amendments

This AGREEMENT may be modified, altered or amended only in writing signed by, or on behalf of, both parties.

13. Arbitration

This AGREEMENT is subject to arbitration to the extent required by A.R.S. § 12-1518, and any such proceeding shall be held in Phoenix, Maricopa County, Arizona.

14. Cancellation for Conflict of Interest

This AGREEMENT is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are herein incorporated by reference.

15. Non-Discrimination

The RECIPIENT shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the American with Disabilities Act. The RECIPIENT shall flow down this requirement to all subcontractors utilized during the term of this AGREEMENT.

16. Federal Immigration and Nationality Act

The RECIPIENT shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the AGREEMENT. Further, the RECIPIENT shall flow down this requirement to all subcontractors utilized during the term of the AGREEMENT. The State shall retain the right to perform random audits of the RECIPIENT's and subcontractors' records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the RECIPIENT and/or any subcontractor be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of

work, termination of the AGREEMENT for default and suspension and/or debarment of the RECIPIENT.

17.E-Verify Requirements

In accordance with A.R.S. § 41-4404, the RECIPIENT warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A. The RECIPIENT shall flow down this requirement to all subcontractors utilized during the term of this AGREEMENT.

18.Scrutinized Business

In accordance with A.R.S. § 35-931 and A.R.S. § 35-393, the RECIPIENT certifies that the RECIPIENT does not have scrutinized business operations in Sudan or Iran. The RECIPIENT shall flow down this requirement to all subcontractors utilized during the term of this AGREEMENT.

19.Renewal

This AGREEMENT will and shall not be renewed. Additionally, this AGREEMENT shall not bind nor purport to bind ASLAPR and/or the State of Arizona for any contractual commitment in excess of the original AGREEMENT period or amount. The AGREEMENT will terminate on the TERMINATION DATE and ASLAPR reserves the right to cancel prior to the TERMINATION DATE based on the cancellation criteria set forth in this AGREEMENT.

20.Indemnification

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

21.AGREEMENT Termination

A. Termination for Cause

ASLAPR reserves the right to cancel the whole or any part of the AGREEMENT due to failure of the RECIPIENT to carry out any term or condition of the AGREEMENT or failure to make satisfactory progress in performing this AGREEMENT.

If ASLAPR determines there is cause for cancellation, ASLAPR shall issue a written ten (10) day notice of default to the RECIPIENT and ASLAPR may cancel the AGREEMENT. If ASLAPR cancels AGREEMENT pursuant to this clause, the State reserves all rights or claims to damage for breach of contract.

B. Termination for Non-Availability of Funds

Obligations by ASLAPR for acquisition of equipment and software is conditioned upon the availability of funds appropriated or allocated for such obligations. If funds are not allocated and available for the continuance of this AGREEMENT, either party may terminate this AGREEMENT at the end of the period for which funds remain available. No liability shall accrue to ASLAPR or the State of Arizona in the event this provision is exercised, and neither

ASLAPR nor the State of Arizona will be obligated or liable for any future commitment, obligations, or for any damages as a result of termination under this paragraph.

C. Termination by Notice

ASLAPR reserves the right to terminate the AGREEMENT at any time, for the convenience of ASLAPR, without penalty or recourse, by giving written notice to the RECIPIENT at least thirty (30) days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the RECIPIENT under the AGREEMENT shall, at the option of ASLAPR, become property of the State of Arizona. The RECIPIENT shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

22. Entire Agreement

This AGREEMENT contains the entire agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this AGREEMENT supersedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this AGREEMENT.

23. No Waiver

Either party's failure to insist on strict performance of any term or condition of the AGREEMENT shall not be construed as a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

24. Partial Invalidity

The parties agree that, should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

25. Governing Law

This AGREEMENT is made under, and shall be governed and interpreted by the laws of the State of Arizona. In the event of litigation arising out of, or relating to, this AGREEMENT, the RECIPIENT, ASLAPR, and the State of Arizona hereby stipulate to the exclusive jurisdiction and venue of the Maricopa County Superior Court in Phoenix, Arizona.

26. Counterparts

This AGREEMENT may be executed in any number of duplicate originals, photocopies or facsimiles, all of which (once each party has executed at least one such duplicate original, photocopy, or facsimile) will constitute one and the same document.

27. Interpretation

This AGREEMENT is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

28.Paragraph Headings

The paragraph headings in this AGREEMENT are for convenience or reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this AGREEMENT or any of its provisions.

29.Notices

Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this AGREEMENT, unless otherwise noted, shall be delivered in person, fax, email, or sent by United States Mail, postage prepaid, to the parties at their respective addresses as set forth immediately below:

RECIPIENT:
ASLAPR:

Correspondence AGENCY	Arizona State Library,
Correspondence AGENCY Address 1	Archive and Public Records
Correspondence AGENCY Address 2	1700 W. Washington, Suite 300
Correspondence AGENCY City AZ	Phoenix, AZ
Correspondence AGENCY Zip	85007
Attn: Point of Contact Name	Attn.: Laura Stone

30. Authority to Execute this AGREEMENT

Each individual executing this AGREEMENT on behalf of the RECIPIENT and ASLAPR represents and warrants that he or she is duly authorized to execute this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto agree to execute this AGREEMENT:

	RECIPIENT:	ASLAPR:
Agency Name:	_____	Arizona State Library,
Address 1:	_____	Archive and Public Records
Address 2:	_____	1700 W. Washington, Suite 200
City:	_____, AZ	Phoenix, AZ 85007
Zip:	_____ - _____	
Name:		Jim Drake
Title:		Assistant Secretary of State
Date:	___ / ___ / 2011	___ / ___ / 2011

Any **Inventory Receipt Form** completed by RECIPIENT shall be delivered in person or sent by the United States Postal Service to the address below.

Arizona State Library
 1700 W. Washington
 Suite 200
 Phoenix, AZ 85007
Attn.: Chris Guerra

Email: cguerran@lib.az.us
 Telephone: (602) 926 - 3811

ATTACHMENT 1

**American Recovery and Reinvestment Act of 2009
Public Law 111-5 (H.R. 1), February 17, 2009; 123 Stat. 115**

**As amended by Public Law 111-8 (H.R. 1105), the Omnibus Appropriations Act, 2009;
Division A, Section 523; March 11, 2009; 123 Stat. 524**

Below are excerpts from Public Law 111-5, as amended by Public Law 111-8, that relate to the State Fiscal Stabilization Fund administered by the U.S. Department of Education. The U.S. Department of Education has posted this information as a courtesy to readers. The official (and controlling) texts of this material will be printed in those two Public Laws.

**DIVISION A, TITLE XIV – STATE FISCAL STABILIZATION FUND
DEPARTMENT OF EDUCATION
STATE FISCAL STABILIZATION FUND**

GENERAL PROVISIONS – THIS TITLE

SEC. 14001. ALLOCATIONS.

(a) Outlying Areas. From the amount appropriated to carry out this title, the Secretary of Education shall first allocate up to one-half of 1 percent to the outlying areas on the basis of their respective needs, as determined by the Secretary, in consultation with the Secretary of the Interior, for activities consistent with this title under such terms and conditions as the Secretary may determine.

(b) Administration and Oversight. The Secretary may, in addition, reserve up to \$14,000,000 for administration and oversight of this title, including for program evaluation.

(c) Reservation for Additional Programs. After reserving funds under subsections (a) and (b), the Secretary shall reserve \$5,000,000,000 for grants under sections 14006 and 14007.

(d) State Allocations. After carrying out subsections (a), (b), and (c), the Secretary shall allocate the remaining funds made available to carry out this title to the States as follows:

(1) 61 percent on the basis of their relative population of individuals aged 5 through 24.

(2) 39 percent on the basis of their relative total population.

(e) State Grants. From funds allocated under subsection (d), the Secretary shall make grants to the Governor of each State.

(f) Reallocation. The Governor shall return to the Secretary any funds received under subsection (e) that the Governor does not award as subgrants or otherwise commit within two years of receiving such funds, and the Secretary shall reallocate such funds to the remaining States in accordance with subsection (d).

SEC. 14002. STATE USES OF FUNDS.

(a) Education Fund.

(1) In general. For each fiscal year, the Governor shall use 81.8 percent of the State's allocation under section 14001(d) for the support of elementary, secondary, and postsecondary education and, as applicable, early childhood education programs and services.

(2) Restoring state support for education.

(A) In general. The Governor shall first use the funds described in paragraph (1)—

(i) to provide the amount of funds, through the State's primary elementary and secondary education funding formulae, that is needed—

(I) to restore, in each of fiscal years 2009, 2010, and 2011, the level of State support provided through such formulae to the greater of the fiscal year 2008 or fiscal year 2009 level; and

(II) where applicable, to allow existing State formulae increases to support elementary and secondary education for fiscal years 2010 and 2011 to be implemented and allow funding for phasing in State equity and adequacy adjustments, if such increases were enacted pursuant to State law prior to October 1, 2008.

(ii) to provide, in each of fiscal years 2009, 2010, and 2011, the amount of funds to public institutions of higher education in the State that is needed to restore State support for such institutions (excluding tuition and fees paid by students) to the greater of the fiscal year 2008 or fiscal year 2009 level.

(B) Shortfall. If the Governor determines that the amount of funds available under paragraph (1) is insufficient to support, in each of fiscal years 2009, 2010, and 2011, public elementary, secondary, and higher education at the levels described in clauses (i) and (ii) of subparagraph (A), the Governor

shall allocate those funds between those clauses in proportion to the relative shortfall in State support for the education sectors described in those clauses.

(C) Fiscal year. For purposes of this paragraph, the term "fiscal year" shall have the meaning given such term under State law.

(3) Subgrants to improve basic programs operated by local educational agencies.—After carrying out paragraph (2), the Governor shall use any funds remaining under paragraph (1) to provide local educational agencies in the State with subgrants based on their relative shares of funding under part A of title I of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6311 et seq.) for the most recent year for which data are available.

(b) Other Government Services.

(1) In general. The Governor shall use 18.2 percent of the State's allocation under section 14001(d) for public safety and other government services, which may include assistance for elementary and secondary education and public institutions of higher education, and for modernization, renovation, or repair of public school facilities and institutions of higher education facilities, including modernization, renovation, and repairs that are consistent with a recognized green building rating system.

(2) Availability to all institutions of higher education. A Governor shall not consider the type or mission of an institution of higher education, and shall consider any institution for funding for modernization, renovation, and repairs within the State that—

(A) qualifies as an institution of higher education, as defined in subsection 14013(3); and

(B) continues to be eligible to participate in the programs under title IV of the Higher Education Act of 1965.

(c) Rule of Construction. Nothing in this section shall allow a local educational agency to engage in school modernization, renovation, or repair that is inconsistent with State law.

SEC. 14003. USES OF FUNDS BY LOCAL EDUCATIONAL AGENCIES.

(a) In General. local educational agency that receives funds under this title may use he funds for any activity authorized by the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6301 et seq.) ("SEA"), the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.) ("IDEA"), the Adult Education and Family Literacy Act (20 U.S.C. 9201 et seq.), or the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.) ("the Perkins Act") or for modernization, renovation, or repair of public school facilities, including modernization, renovation, and repairs that are consistent with a recognized green building rating system.

(b) Prohibition. A local educational agency may not use funds received under this title for—

(1) payment of maintenance costs;

(2) stadiums or other facilities primarily used for athletic contests or exhibitions or other events for which admission is charged to the general public;

(3) purchase or upgrade of vehicles; or

(4) improvement of stand-alone facilities whose purpose is not the education of children, including central office administration or operations or logistical support facilities.

(c) Rule of Construction. Nothing in this section shall allow a local educational agency to engage in school modernization, renovation, or repair that is inconsistent with State law.

SEC. 14004. USES OF FUNDS BY INSTITUTIONS OF HIGHER EDUCATION.

(a) In General. A public institution of higher education that receives funds under this title shall use the funds for education and general expenditures, and in such a way as to mitigate the need to raise tuition and fees for in-State students, or for modernization, renovation, or repair of institution of higher education facilities that are primarily used for instruction, research, or student housing, including modernization, renovation, and repairs that are consistent with a recognized green building rating system.

(b) Prohibition. An institution of higher education may not use funds received under this title to increase its endowment.

(c) Additional Prohibition. No funds awarded under this title may be used for—

(1) the maintenance of systems, equipment, or facilities;

(2) modernization, renovation, or repair of stadiums or other facilities primarily used for athletic contests or exhibitions or other events for which admission is charged to the general public; or

(3) modernization, renovation, or repair of facilities—

(A) used for sectarian instruction or religious worship; or

(B) in which a substantial portion of the functions of the facilities are subsumed in a religious mission.

SEC. 14005. STATE APPLICATIONS.

(a) In General. The Governor of a State desiring to receive an allocation under section 14001(d) shall submit an application at such time, in such manner, and containing such information as the Secretary may reasonably require.

(b) Application. In such application, the Governor shall—

(1) include the assurances described in subsection (d);

(2) provide baseline data that demonstrates the State's current status in each of the areas described in such assurances; and

(3) describe how the State intends to use its allocation, including whether the State will use such allocation to meet maintenance of effort requirements under the ESEA and IDEA and, in such cases, what amount will be used to meet such requirements.

(c) Incentive Grant Application. The Governor of a State seeking a grant under section 14006 shall—

(1) submit an application for consideration;

(2) describe the status of the State's progress in each of the areas described in subsection (d), and the strategies the State is employing to help ensure that students in the subgroups described in section 1111(b)(2)(C)(v)(II) of the ESEA (20 U.S.C. 6311(b)(2)(C)(v)(II)) who have not met the State's proficiency targets continue making progress toward meeting the State's student academic achievement standards;

(3) describe the achievement and graduation rates (as described in section 1111(b)(2)(C)(vi) of the ESEA (20 U.S.C. 6311(b)(2)(C)(vi)) and as clarified in section 200.19(b)(1) of title 34, Code of Federal Regulations) of public elementary and secondary school students in the State, and the strategies the State is employing to help ensure that all subgroups of students identified in section 1111(b)(2) of the ESEA (20 U.S.C. 6311(b)(2)) in the State continue making progress toward meeting the State's student academic achievement standards;

(4) describe how the State would use its grant funding to improve student academic achievement in the State, including how it will allocate the funds to give priority to high-need local educational agencies; and

(5) include a plan for evaluating the State's progress in closing achievement gaps.

(d) Assurances. An application under subsection (b) shall include the following assurances:

(1) Maintenance of effort.

(A) Elementary and secondary education. The State will, in each of fiscal years 2009, 2010, and 2011, maintain State support for elementary and secondary education at least at the level of such support in fiscal year 2006.

(B) Higher education. The State will, in each of fiscal years 2009, 2010, and 2011, maintain State support for public institutions of higher education (not including support for capital projects or for research and development or tuition and fees paid by students) at least at the level of such support in fiscal year 2006.

(2) Achieving equity in teacher distribution. The State will take actions to improve teacher effectiveness and comply with section 1111(b)(8)(C) of the ESEA (20 U.S.C. 6311(b)(8)(C)) in order to address inequities in the distribution of highly qualified teachers between high- and low-poverty schools, and to ensure that low-income and minority children are not taught at higher rates than other children by inexperienced, unqualified, or out-of-field teachers.

(3) Improving collection and use of data. The State will establish a longitudinal data system that includes the elements described in section 6401(e)(2)(D) of the America COMPETES Act (20 U.S.C. 9871).

(4) Standards and assessments. The State—

(A) will enhance the quality of the academic assessments it administers pursuant to section 1111(b)(3) of the ESEA (20 U.S.C. 6311(b)(3)) through activities such as those described in section 6112(a) of such Act (20 U.S.C. 7301a(a));

(B) will comply with the requirements of paragraphs (3)(C)(ix) and (6) of section 1111(b) of the ESEA (20 U.S.C. 6311(b)) and section 612(a)(16) of the IDEA (20 U.S.C. 1412(a)(16)) related to the inclusion of children with disabilities and limited English proficient students in State assessments, the development of valid and reliable assessments for those students, and the provision of accommodations that enable their participation in State assessments; and

(C) will take steps to improve State academic content standards and student academic achievement standards consistent with section 6401(e)(1)(A)(ii) of the America COMPETES Act.

(5) Supporting struggling schools. The State will ensure compliance with the requirements of section 1116(b)(7)(C)(iv) and section 1116(b)(8)(B) of the ESEA with respect to schools identified under such sections.

SEC. 14006. STATE INCENTIVE GRANTS.

(a) In General.

(1) Reservation. From the total amount reserved under section 14001(c) that is not used for section 14007, the Secretary may reserve up to 1 percent for technical assistance to States to assist them in meeting the objectives of paragraphs (2), (3), (4), and (5) of section 14005(d).

(2) Remainder. Of the remaining funds, the Secretary shall, in fiscal year 2010, make grants to States that have made significant progress in meeting the objectives of paragraphs (2), (3), (4), and (5) of section 14005(d).

(b) Basis for Grants. The Secretary shall determine which States receive grants under this section, and the amount of those grants, on the basis of information provided in State applications under section 14005 and such other criteria as the Secretary determines appropriate, which may include a State's need for assistance to help meet the objective of paragraphs (2), (3), (4), and (5) of section 14005(d).

(c) Subgrants to Local Educational Agencies. Each State receiving a grant under this section shall use at least 50 percent of the grant to provide local educational agencies in the State with subgrants based on their relative shares of funding under part A of title I of the ESEA (20 U.S.C. 6311 et seq.) for the most recent year.

SEC. 14007. INNOVATION FUND.

(a) In General.

(1) Eligible entities. For the purposes of this section, the term "eligible entity" means—

(A) a local educational agency; or

(B) a partnership between a nonprofit organization and—

(i) one or more local educational agencies; or

(ii) a consortium of schools.

(2) Program established. From the total amount reserved under section 14001(c), the Secretary may reserve up to \$650,000,000 to establish an Innovation Fund, which shall consist of academic achievement awards that recognize eligible entities that meet the requirements described in subsection (b).

(3) Basis for awards. The Secretary shall make awards to eligible entities that have made significant gains in closing the achievement gap as described in subsection (b)(1)—

(A) to allow such eligible entities to expand their work and serve as models for best practices;

(B) to allow such eligible entities to work in partnership with the private sector and the philanthropic community; and

(C) to identify and document best practices that can be shared, and taken to scale based on demonstrated success.

(b) Eligibility. To be eligible for such an award, an eligible entity shall—

(1) have significantly closed the achievement gaps between groups of students described in section 1111(b)(2) of the ESEA (20 U.S.C. 6311(b)(2));

(2) have exceeded the State's annual measurable objectives consistent with such section 1111(b)(2) for 2 or more consecutive years or have demonstrated success in significantly increasing student academic achievement for all groups of students described in such section through another measure, such as measures described in section 1111(c)(2) of the ESEA;

(3) have made significant improvement in other areas, such as graduation rates or increased recruitment and placement of high-quality teachers and school leaders, as demonstrated with meaningful data; and

(4) demonstrate that they have established partnerships with the private sector, which may include philanthropic organizations, and that the private sector will provide matching funds in order to help bring results to scale.

(c) Special Rule. In the case of an eligible entity that includes a nonprofit organization, the eligible entity shall be considered to have met the eligibility requirements of paragraphs (1), (2), (3) of subsection (b) if such nonprofit organization has a record of meeting such requirements.

SEC. 14008. STATE REPORTS.

For each year of the program under this title, a State receiving funds under this title shall submit a report to the Secretary, at such time and in such manner as the Secretary may require, that describes—

(1) the uses of funds provided under this title within the State;

(2) how the State distributed the funds it received under this title;

(3) the number of jobs that the Governor estimates were saved or created with funds the State received under this title;

(4) tax increases that the Governor estimates were averted because of the availability of funds from this title;

(5) the State's progress in reducing inequities in the distribution of highly qualified teachers, in implementing a State longitudinal data system, and in developing and implementing valid and reliable assessments for limited English proficient students and children with disabilities;

(6) the tuition and fee increases for in-State students imposed by public institutions of higher education in the State during the period of availability of funds under this title, and a description of any actions taken by the State to limit those increases;

(7) the extent to which public institutions of higher education maintained, increased, or decreased enrollment of in-State students, including students eligible for Pell Grants or other need-based financial assistance; and

(8) a description of each modernization, renovation and repair project funded, which shall include the amounts awarded and project costs.

SEC. 14009. EVALUATION.

The Comptroller General of the United States shall conduct evaluations of the programs under sections 14006 and 14007 which shall include, but not be limited to, the criteria used for the awards made, the States selected for awards, award amounts, how each State used the award received, and the impact of this funding on the progress made toward closing achievement gaps.

SEC. 14010. SECRETARY'S REPORT TO CONGRESS.

The Secretary shall submit a report to the Committee on Education and Labor of the House of Representatives, the Committee on Health, Education, Labor, and Pensions of the Senate, and the Committees on Appropriations of the House of Representatives and of the Senate, not less than 6 months following the submission of State reports, that evaluates the information provided in the State reports under section 14008 and the information required by section 14005(b)(3) including State-by-State information.

SEC. 14011. PROHIBITION ON PROVISION OF CERTAIN ASSISTANCE.

No recipient of funds under this title shall use such funds to provide financial assistance to students to attend private elementary or secondary schools, unless such funds are used to provide special education and related services to children with disabilities, as authorized by the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.).

SEC. 14012. FISCAL RELIEF.

(a) In General. For the purpose of relieving fiscal burdens on States and local educational agencies that have experienced a precipitous decline in financial resources, the Secretary of Education may waive or modify any requirement of this title relating to maintaining fiscal effort.

(b) Duration. A waiver or modification under this section shall be for any of fiscal year 2009, fiscal year 2010, or fiscal year 2011, as determined by the Secretary.

(c) Criteria. The Secretary shall not grant a waiver or modification under this section unless the Secretary determines that the State receiving such waiver or modification will not provide for elementary, secondary, and public higher education, for the fiscal year under consideration, a smaller percentage of the total revenues available to the State than the percentage provided for such purpose in the preceding fiscal year.

(d) Maintenance of Effort. Upon prior approval from the Secretary, a State or local educational agency that receives funds under this title may treat any portion of such funds that is used for elementary, secondary, or postsecondary education as non-Federal funds for the purpose of any requirement to maintain fiscal effort under any other program, including part C of the Individuals with Disabilities Education Act (20 U.S.C. 1431 et seq.), administered by the Secretary.

(e) Subsequent Level of Effort. Notwithstanding (d), the level of effort required by a State or local educational agency for the following fiscal year shall not be reduced.

SEC. 14013. DEFINITIONS.

Except as otherwise provided in this title, as used in this title—

(1) the terms "elementary education" and "secondary education" have the meaning given such terms under State law;

(2) the term "high-need local educational agency" means a local educational agency—

(A) that serves not fewer than 10,000 children from families with incomes below the poverty line; or

(B) for which not less than 20 percent of the children served by the agency are from families with incomes below the poverty line;

(3) the term "institution of higher education" has the meaning given such term in section 101 of the Higher Education Act of 1965 (20 U.S.C. 1001);

(4) the term "Secretary" means the Secretary of Education;

(5) the term "State" means each of the 50 States, the District of Columbia, and the Commonwealth of Puerto Rico; and

(6) any other term used that is defined in section 9101 of the ESEA (20 U.S.C. 7801) shall have the meaning given the term in such section.

[END]

GRANT IN KIND INFORMATION SHEET

On Page 1:

Name of responsible Agency:

Physical Address of responsible Agency:

Address

Address

City

AZ

Zip

-

On Page 9:

Name of Agency for Correspondence:

Physical Address of Agency for Correspondence:

Address

Address

City

AZ

Zip

-

CLAIMS REPORT OF DECEMBER 6, 2011			
FUND TOTAL	VENDOR NAME	DESCRIPTION	TOTAL \$0.00
CLAIMS EXCEPTIONS REPORT OF DECEMBER 6, 2011			
FUND	VENDOR NAME	DESCRIPTION	TOTAL
All	City of Cottonwood	Payroll 11/25/2011	\$390,862.07
Gen	Larry Green Chevy	Sales tax reimbursement October	\$14,517.00
Utilities	Rocky Construction	PO 19010 water line	\$51,649.85
Gen	Pender Engineering	PO 19030 12th Street	\$5,000.00
Utilities	Town of Clarkdale	Water	\$6,111.90
Gen	VV Chamber of Commerce	Bed tax	\$9,018.79
Gen	VV Senior Center	Quarterly	\$11,250.00
Capital	Lawyers Title	Property 403 w Yuma St	\$10,565.12
Capital	Lawyers Title	406-22-041B	\$70,822.86
Gen	Extrication Concepts	PO 19022 HLB Lifting bag & Maintenance	\$7,636.48
All	United Fuel	Gas	\$9,779.51
All	APS	Utilities	
Utilities	Asphalt Paving and Supply, Inc.	Pine Shadows water line PO19037,18963	\$52,183.80
All	AZ Public Employers Health Pool	November 2011 Insurance Premiums	\$137,102.08
All	Cottonwood Municipal Utilities	Water Utilities	\$6,396.03
Utilities	Environgen Technologies	Arsenic PO 19033	\$34,674.76
Hurf	Hanson Aggregate	PO 19031 Aggregate	\$6,798.24
Gen	Richardsons LLC	City wide custodial and Recreation Center Custodial	\$18,574.04
TOTAL			\$842,942.53