

RESOLUTION OF THE  
NAVAJO NATION COUNCIL  
24<sup>th</sup> NAVAJO NATION COUNCIL - SECOND YEAR, 2020

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT COMMITTEE, NAABIK'ÍYÁTI' COMMITTEE, AND THE NAVAJO NATION COUNCIL; REQUESTING THE NATIONAL PARK SERVICE, BUREAU OF RECLAMATION, AND BUREAU OF INDIAN AFFAIRS EXTEND THE TERMINATION DATE OF THE QUADRILATERAL AGREEMENT, MEMORANDUM OF UNDERSTANDING DATED SEPTEMBER 16, 1994, AND BRIDGE AGREEMENT DATED JANUARY 13, 2003

WHEREAS:

- A. The Navajo Nation Council is the governing body of the Navajo Nation. 2 N.N.C. § 102 (A).
- B. The Resources and Development Committee is a standing committee of the Navajo Nation Council. It has the oversight authority over water, land, environmental protection, cultural resources, economic and community development, trade and commerce. 2 N.N.C. §§ 500 (C).
- C. The Naabik'íyáti' Committee is a standing committee of the Navajo Nation Council. It has the authority to "review and continually monitor the programs and activities of federal and state departments and to assist development of such programs designed to serve the Navajo People and the Navajo Nation through intergovernmental relationships between the Navajo Nation and such departments." 2 N.N.C. § 701(A)(7).
- D. A proposed resolution requiring final action by the Navajo Nation Council shall be assigned to the Naabik'íyáti' Committee. 2 N.N.C. § 164(A)(9).
- E. The Navajo Nation has a government-to-government relationship with the United States government.
- F. The Navajo Nation entered into a Memorandum of Agreement, hereinafter referred to as the "Quadrilateral Agreement," with the National Park Service, the Bureau of Reclamation, and the

Bureau of Indian Affairs on September 11, 1970. The term of the Quadrilateral Agreement is 50 years and is set to expire on September 11, 2020. The Quadrilateral Agreement is attached as **Exhibit A**.

- G. The Quadrilateral Agreement preserves the Navajo Nation's rights, privileges, and remedies available by law; authorizes the Navajo Nation to construct, contract for, and manage the Rainbow Bridge Concession Area, subject to approval by the National Park Service; and outlines rights and responsibilities relating to the development, maintenance and management of Antelope Point.
- H. In order to further the Quadrilateral Agreement, on September 16, 1994, the Navajo Nation, National Park Service, and the Bureau of Indian Affairs entered into a Memorandum of Understanding (MOU) to implement the Development Concept Plan for Antelope Point. The MOU allowed the Navajo Nation and National Park Service to develop a Concession Contract and Business Site Lease for Antelope Point Holdings (developer selected for Antelope Point). The MOU is to remain in effect until September 10, 2020; it is subject to renewal. The MOU is attached as **Exhibit B**.
- I. Based on the Quadrilateral Agreement, the MOU, and execution of the Concession Contract and Business Site Lease, Navajo Nation and National Park Service entered into a Bridge Agreement on January 13, 2003. The Bridge Agreement is to expire on September 10, 2020; it is subject to renewal for an additional term to run concurrently with the second term of the Quadrilateral Agreement. The Bridge Agreement is attached as **Exhibit C**.
- J. COVID-19 is a dangerous and extremely contagious respiratory virus. The virus is a pandemic and has reached the Navajo Nation. COVID-19 is spreading at an alarming rate within the Navajo Nation; as of July 15, 2020, the Navajo Nation has reported 8,370 cases of COVID-19 and 406 related deaths.
- K. The World Health Organization declared a Public Health Emergency of International Concern on January 30, 2020; the United States Department of Health and Human Services declared



a Public Health Emergency related to the COVID-19 outbreak on January 31, 2020; and the World Health Organization officially declared a pandemic due to COVID-19 on March 11, 2020.

- L. On March 11, 2020, the Navajo Nation Commission on Emergency Management, with the concurrence of the Navajo Nation President and Vice President, declared a Public Health State of Emergency on the Navajo Nation due to the presence of COVID-19 in areas surrounding the Navajo Nation. Resolution No. CEM 20-03-11. The Commission has issued other Public Health Emergency Orders including: Order No. 2020-001 dated March 18, 2020 (declaring the outbreak of COVID-19 and limiting mass gatherings); Order No. 2020-002 dated March 19, 2020 (quarantining the Chilchinbeto Community); Order No. 2020-003 dated March 20, 2020 (ordering individuals living on the Navajo Nation to stay home and shelter in place except for essential activities, prohibiting visitors to the Navajo Nation, and closing all businesses on the Navajo Nation except essential businesses); Order No. 2020-004 dated March 29, 2020 (implementing a daily curfew from 8:00 p.m. to 5:00 a.m. for all Navajo Nation residents, extending the shelter in place order, and further limiting public gatherings); Order No. 2020-005 dated April 5, 2020 (implementing a 57-hour weekend curfew on April 10-13); Order No. 2020-006 dated April 16, 2020 (extending the weekend curfew for April 17-20 and April 24-27, and closing Navajo Nation essential businesses during curfew hours); Order No. 2020-007 dated April 17, 2020 (requiring face masks in public); Order No. 2020-008 dated April 29, 2020 (extending the weekend curfew to May 11, 2020); Order No. 2020-009 dated May 14, 2020 (regarding voting during the current public health state of emergency); Orders No. 2020-010 through 2020-012 (weekend curfew and closing essential businesses); Order No. 2020-013 dated June 5, 2020 (daily curfew from 8:00 p.m. to 5:00 a.m.); Order No. 2020-014 dated June 5, 2020 (requirements for "drive-in" gatherings); Order No. 2020-015 dated June 16, 2020 (weekend curfew for two consecutive weekends and travel advisory outside of the Navajo Nation); Order No. 2020-016 dated June 30, 2020 (weekend curfew for three consecutive weekends); Order No. 2020-017 dated July 5, 2020 (re-issuing stay at home public health emergency order); and Order No. 2020-018 dated July 17, 2020 (weekend curfew for two consecutive weekends).

- M. The Navajo Nation Office of the President and Vice President has issued Executive Orders, including: Executive Order 002-20 on March 31, 2020 (closing all Navajo Nation offices except essential personnel through April 21); Executive Order 003-20 on April 21, 2020 (extending the closure order to May 17, 2020); Executive Order 004-20 on May 12, 2020 (extending the closure order to June 7, 2020); Executive Order 005-20 on June 3, 2020 (extending the closure order to July 5, 2020); Executive Order 006-20 on June 30, 2020 (extending the closure order to July 26, 2020); and Executive Order 008-20 on July 22, 2020 (extending the closure order to August 16, 2020).
- N. The Navajo Nation began discussions with the Navajo Nation Chapters that are located in the area affected by the Quadrilateral Agreement and in the vicinity of Antelope Point. The purpose of these discussions was to determine whether the Navajo Nation should extend the Quadrilateral Agreement. Before concluding these discussions, the COVID-19 pandemic arrived on the Navajo Nation. All meetings with the Chapters regarding the Quadrilateral Agreement have stopped. The Navajo Nation is still requiring its residents to maintain social distancing and has limited gatherings to five individuals. With these severe limitations on public gatherings, the necessary consultation among Navajo Nation leadership, Chapter officials, employees, and Navajo citizens has stalled.
- O. The Navajo Nation finds it is in the best interest of the Navajo people to request the National Park Service, the Bureau of Reclamation, and the Bureau of Indian Affairs to extend the expiration of the Quadrilateral Agreement, Memorandum of Understanding dated September 16, 1994, and Bridge Agreement dated January 13, 2003 for one year to allow for additional time for the necessary consultation among the Navajo affected communities and individuals.

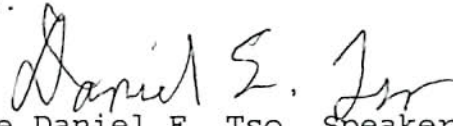
**NOW THEREFORE BE IT RESOLVED THAT:**

The Navajo Nation requests that the National Park Service, the Bureau of Reclamation, and the Bureau of Indian Affairs extend the expiration of the Quadrilateral Agreement, Memorandum of Understanding dated September 16, 1994, and Bridge Agreement dated January 13, 2003 for one year such that the Quadrilateral

Agreement, Memorandum of Understanding, and Bridge Agreement expire on September 10, 2021.

**CERTIFICATION**

I hereby certify that the foregoing resolution was duly considered by the 24<sup>th</sup> Navajo Nation Council at a duly called meeting in Window Rock, Navajo Nation (Arizona), at which a quorum was present and that the same was passed by a vote of 22 in Favor, and 00 Opposed, on this 4<sup>th</sup> day of September 2020.



Honorable Daniel E. Tso, Speaker Pro Tem  
24<sup>th</sup> Navajo Nation Council

September 09, 2020  
DATE

Motion: Honorable Thomas Walker, Jr.

Second: Honorable Pernell Halona

Speaker Pro Tem Daniel E. Tso not voting



MEMORANDUM OF AGREEMENT AMONG THE NATIONAL PARK SERVICE, THE  
BUREAU OF INDIAN AFFAIRS, THE BUREAU OF RECLAMATION AND THE  
NAVAJO TRIBE OF INDIANS, RELATING TO THE USE AND DEVELOPMENT  
OF THE GLEN CANYON NATIONAL RECREATION AREA AND  
ADJACENT TRIBAL LANDS

This Memorandum of Agreement entered into pursuant to the Act of August 25, 1916 (39 Stat.535, as amended; 16 U.S.C.1), the Act of August 7, 1946 (60 Stat.885; 16 U.S.C.17j-2), June 17, 1902 (32 Stat.388, 43 U.S.C., Sec. 391 et seq) and acts amendatory thereof or supplementary thereto, among the NAVAJO TRIBE OF INDIANS, here referred to as the Tribe, the NATIONAL PARK SERVICE, here referred to as the Service, the BUREAU OF INDIAN AFFAIRS, here referred to as the Bureau, and the BUREAU OF RECLAMATION, here referred to as Reclamation;

W I T N E S S E T H:

WHEREAS, the waters impounded behind the Glen Canyon Dam known as Lake Powell, and certain surrounding lands are administered among other purposes, for public recreation as the Glen Canyon Recreation Area, here referred to as the Recreation Area; and

WHEREAS, the Service is administering the Recreation Area under the terms of an agreement dated September 17, 1965, with Reclamation and approved by the Secretary of the Interior on September 24, 1965; and

Area and are contiguous ) to the Navajo Indian Reservation. All further reference herein Parcel "B" land shall be deemed to also include that part of the Parcel "A" land above designated. The recreational facilities to be jointly developed and administered by the parties to this contract shall include the construction of, but not be limited to, roads, trails, picnic areas, marinas, docks, ramps, utilities and other structures needed in connection with recreation use and enjoyment. Joint administration and development of the portion of Parcel "A" lands mentioned above is subject to legislative action yet to be considered by Congress.

2. That portion of the Navajo Indian Reservation lying contiguous, but in no event in excess of one mile from Parcel "B" lands may be devoted to recreational use as Navajo Sites pursuant to this agreement. The Service agrees to participate in the planning, developing, and maintenance of nonincome producing facilities and shall provide technical advice and assistance which will lead to the preservation and recreational enjoyment of the historical and recreational resources associated with Navajo Sites. This assistance by the Service shall include that portion of Lee's Ferry located within the Navajo Indian Reservation that shall be devoted to recreational use and said lands shall be considered a Navajo Site. The Tribe agrees that it shall assist and cooperate with the Service in developing those portions of the Navajo Indian Reservation devoted to recreational use pursuant to this agreement. The development of those portions of the Navajo Indian Reservation devoted to recreational use pursuant to this agreement shall be developed in accordance with a long-range management and development plan which shall be mutually approved by the Tribe  
MENT PLAN FOR THE RECREATION AREA



and the Service.

3. Wherever in this agreement the Bureau, Reclamation, or the Service is referred to, the term shall include the duly authorized representatives of these agencies, and wherever the Tribe is referred to, the term shall include the duly authorized representatives of the Navajo Tribe of Indians.

4. The Tribe is authorized to construct, contract for, and manage all income-producing facilities on Navajo Sites and on Parcel "B" lands, excluding the Rainbow Bridge concession area.

All such operations by or on behalf of the Tribe are here referred to as Tribal concessions or concessioners. It is agreed that all facilities must conform to the overall development plan of the Recreation Area; therefore, all plans for income-producing facilities will be subject to written approval by the Service. Income-producing facilities may consist of services related to recreational use, such as, but not limited to, lodges, motels, eating establishments, grocery stores, souvenir shops, and boating services. It is understood that the Service has contracted with concessioners, here referred to as Service concessioners or concessions, within the Recreation Area and other facilities within the Recreation Area other than on Parcel "B" land and Navajo Sites, and neither the Tribal nor Service concessioners can infringe upon the contractual rights and responsibilities of the other.

5. It is agreed that, with the written approval by the Service for the sole purpose of assuring that all facilities conform to the development plan of the Recreation Area, the Tribe may constru.



6. The Tribe and Service will administer the facilities, installations and services operated within Parcel "B" lands as outlined in a management and development plan to be written and approved by both the Tribe and the Service. The Service will be responsible for the day-to-day management for recreational use of Parcel "B" lands and Navajo Sites. However, the Service and the Tribe will cooperate in establishing the basic policies to assure that all such lands are developed for optimum recreational use to the extent possible.

7. The Service is authorized to use Parcel "B" lands and any Navajo Sites contiguous to Parcel "B" lands for the construction of recreational facilities such as roads, trails, picnic areas, marinas, docks, ramps, utilities and other structures mutually agreed to be needed in connection with recreational development and use.

Such uses include reasonable access by the Service to Rainbow Bridge National Monument from Lake Powell. In the event that in the future, public access to Rainbow Bridge is required across Tribal Reservation lands, the Tribe will grant a suitable easement, the terms of which will be negotiated.

8. The right of first preference in employment will be offered to enrolled members of the Tribe in the Recreational Area contiguous to the Navajo Reservation as provided for and subject to §§701(b) and 703(i) of the Civil Rights Act of 1964 (78 Stat. 241, 253, 257; 42 U.S.C. §§2000c(b) and 2000c-2(g)). The Service will encourage and assist members of the Tribe to qualify for positions

Service regulations.

9. The Service agrees, to the extent that appropriated funds and personnel are available therefor, to grant to the Tribe consultative or advisory assistance in the planning of Tribal facilities or developments.

10. It is understood that certain Tribal lands adjacent to Parcel "B" lands may be required for the construction of Tribal concession facilities, in that Parcel "E" lands may not be suitable for such construction. In such event, the Tribe and the Bureau will submit to the Service a proposal, together with a map and description of parcels of Navajo Sites required to be used in conjunction with the Parcel "B" lands, and upon approval by the Service, such Navajo Sites will be devoted to recreational use pursuant to this Agreement.

11. The Tribe and the Service, within the framework of legal authority, will cooperate in controlling public use of Parcel "B" lands and Navajo Sites. This cooperation between the Tribe and Service will be specified in the management plan for the Recreation Area. Nothing herein, however, is intended to modify or in any manner affect the legal status of the Tribe, its courts and members of the Tribe, as exists under law.

12. Nothing in this agreement shall deprive the Tribe or any of its members of any rights, privileges, and remedies available under law.

13. The parties will cooperate and assist in any effort by the Tribe to obtain grants or loans and to provide information relative



lands and Navajo Sites.

14. The parties will cooperate and assist in Indian training programs for the purpose of improving understanding between representatives of all parties in the fields of interpretation, conservation, fire protection, search and rescue, historical programs, and fields of that nature, the objective of which is to improve the knowledge of Indians and enhance their employment opportunities.

15. The Tribe, the Bureau and the Service will, from time to time, advise each other of their desires, plans and programs concerning the overall development of the Recreation Area. Representatives of the Bureau, Service and the Tribe will meet at least once each year to review mutual objectives and programs and to consider other matters of mutual concern which affect the development, protection and management of the Recreation Area.

16. The parties agree to seek such benefits for the Recreation Area as are obtainable under the provisions of the Land and Water Conservation Fund Act of 1965.

17. This agreement shall remain in effect for a term of 50 years subject to renewal for an additional 50 years by the parties concerned, but any part or parts thereof may be amended or modified by mutual consent in writing at any time.

18. Lake Powell is constructed and operated as a unit of the comprehensive development of the water resources of the Upper Colorado River Basin for the purpose, among others, of regulating the Colorado River for the purpose, among others, of regulating the

Point and other potential Tribal development sites on the south shore, Tribal concessioners will have the right to pick up and discharge cargo and pre-registered passengers at facilities owned and operated by Service concessioners until such time as a road to that particular site is completed. Specific or special arrangements and a charge will be mutually agreed upon in advance between concessioners, subject to approval under concessioner contracts.

23. The Tribe recognizes that marina facilities have already been constructed and are in operation by the Service at Rainbow Bridge and that such facilities are anchored to Parcel "3" lands near Rainbow Bridge, and hereby approves the use of such land by the Service and its concessioners for such purpose. Provided that the Service will seek and actively support legislation to transfer to the Tribe the annual franchise fee negotiated between the Service and the concessioner of the Rainbow Bridge concession complex. The Tribe also reserves the right to examine all information provided by the concessioner to the Service relating to the financial operation of the Rainbow Bridge concession complex. The Tribe shall also have the right of consultation with the Service in all future contract reviews and/or negotiations as they pertain to the Rainbow Bridge concession complex.

24. It is understood that this agreement is subject to cancellation by the Tribe in the event that authority is not obtained to transfer the franchise fee referred to in Paragraph 23, above, to



the Tribe.

IN WITNESS WHEREOF, the parties hereto have hereunder  
subscribed their names and affixed their seals.

THE NAVAJO TRIBE OF INDIANS

May 13, 1970  
Date

By [Signature]  
Chairman, Navajo Tribal Council

THE UNITED STATES OF AMERICA

April 6 - 1970  
Date

By [Signature]  
Director, Southwest Region  
National Park Service

BUREAU OF INDIAN AFFAIRS

May 13, 1970  
Date

By [Signature]  
Area Director, Navajo Area Office

BUREAU OF RECLAMATION

April 29, 1970  
Date

By [Signature]  
Regional Director, Region 4

APPROVED: SEP 11 1970

[Signature]  
Secretary of the Interior

Memorandum of Understanding  
Between  
The Navajo Nation and Bureau of Indian Affairs,  
and  
The National Park Service  
Concerning Implementation of the Development Concept Plan  
For Antelope Point,  
Glen Canyon National Recreation Area

This Memorandum of Understanding (MOU) is entered into on the effective date, hereinafter set forth by and between the Navajo Nation (NN), and the Bureau of Indian Affairs (BIA) and National Park Service (NPS) of the United States Department of the Interior.

Witnesseth:

Whereas, the United States holds lands adjacent to Glen Canyon National Recreation Area (GLCA) in trust for the benefit of the NN pursuant to Secretary of the Interior's Public Land Order 5687 and as described legally therein, and in which both the NPS and the NN desire to develop for the purpose of providing public use and recreational enjoyment of GLCA, including Lake Powell, and that the BIA and NN also desire to develop for enhancement of economic growth on Tribal lands so that the NN and its people may have an opportunity to realize the income producing potential of their lands; and

Whereas, the GLCA was formed in part from lands previously a part of the Navajo Reservation, except for certain mineral and other recreational use rights retained by the NN pursuant to the Act of September 2, 1958 (72 Stat. 1687), regarding Exchanges of Lands between the United States and Navajo Tribe; and

Whereas, the National Park System has been established by the National Park Service Organic Act of August 25, 1916, as amended, 16 U.S.C. § 1, to include superlative natural, historic, and recreational areas in every region of the United States that shall be protected, managed, and administered in light of their high public value without derogation of the values and purposes for which National Park System areas have been established, except as may have been directly and specifically provided by Congress; and

Whereas, the GLCA is administered by the NPS pursuant to the Act of October 27, 1972, 16 U.S.C. § 460dd et seq. (86 Stat. 1311), establishing the Recreation Area as a unit of the National Park System, to provide for public outdoor recreational use and enjoyment on Lake Powell and adjacent lands and to preserve the scenic, scientific, and historic features contributing to that enjoyment by current and future generations; and

Whereas, the terms of the Quadrilateral Agreement between the NN, the NPS, the BIA, and the Bureau of Reclamation, approved by the Secretary of the Interior on September 11, 1970, provide for certain rights and responsibilities between and among the parties to the Agreement in connection with the use and development and management of the GLCA and the lands contained within the area now known as



waters, and the Navajo Nation has the legal authority to make final decisions with the approval of the Secretary of the Interior concerning trust lands and waters of the Navajo Nation; and

Whereas, the BIA, NN, and NPS will be acting in concert with authorities and provisions contained in Acts, Resolutions, Cooperative Agreements, and Public Land Orders, including but not limited to: the National Park Service Organic Act of August 25, 1916, as amended, *supra* 39 Stat. 535, 16 USC § 1 and § 2-4; 16 USC § 17j-2(b) (60 Stat. 885) authorizing NPS expenditures on areas under jurisdiction of other Government agencies devoted to recreational use pursuant to cooperative agreements; the Act of September 2, 1958 (72 Stat. 1686-1690), regarding exchanges of lands between the United States and the Navajo Tribe; Resolution of the Advisory Committee of the Navajo Tribal Council (ACMA-35-62) dated March 27, 1962, regarding establishment of Lake Powell Navajo Tribal Park; Resolution of the Navajo Tribal Council (CJN-50-69) dated June 3, 1969, providing 34,100 acre-feet of water annually for the coal-fired power plant in return for the Antelope Creek Recreation Development Area being returned to the Navajo Nation; the 1965 NPS Concessions Policy Act, 16 U.S.C. § 20; Memorandum of Agreement Among the National Park Service, the Bureau of Indian Affairs, the Bureau of Reclamation, and the Navajo Tribe of Indians referred to as the "Quadrilateral Agreement" dated September 11, 1970, relating to the use and development of the Glen Canyon National Recreation Area and adjacent Tribal lands; the Act of October 27, 1972, 16 U.S.C. § 460dd, establishing Glen Canyon National Recreation Area; the 1974 Reclamation Development Act (88 Stat. 1486); and Secretary of the Interior Public Land Order 5687 dated November 14, 1979, regarding Restoration of Certain Lands to the Navajo Nation;

Now, Therefore, the BIA, NN, and NPS agree in this Memorandum of Understanding as follows:

#### **Article I** **Definitions**

Unless the context otherwise requires, the words and terms defined in this Article shall, for the purpose hereof, have the meaning herein specified.

Section 1.1 Memorandum of Understanding. "Memorandum of Understanding" (MOU) refers to this document.

Section 1.2 Appointing Officer. "Appointing Officer" means with respect to the NPS, the Regional Director or Acting Regional Director of the Rocky Mountain Region; with respect to the BIA, the Area Director of the Navajo Area Office or Acting Area Director; and with respect to the NN, the President of the Navajo Nation or Vice President.

Section 1.3 Commercial Component. "Commercial Component" means all project elements that are either directly income producing on NN lands, i.e., dry storage rental, hotels, retail outlets, etc.; or that are on NPS lands, i.e., rental slips, campground, etc. Commercial Components also include those that are on NN lands directly related to the support of the income producing elements of

Article II  
General Provisions

Section 2.1 Purpose. This MOU further implements the 1970 Quadrilateral Agreement by providing for recreational use, development, and operation of the Antelope Point Project. This MOU clarifies the rights and responsibilities of Participating and Member Agencies with respect to overlapping interests in land and shared responsibilities. This MOU is made to facilitate cooperative exercise of each Participating Agency's inherent powers and authorities in the development, management, and operation of the Antelope Point Project including joint preparation of document(s) to serve the purpose of a business site lease and concessions contract, and including the joint selection of a developer/operator. This MOU, along with its attachments and exhibits, will lead to identification of capital expenditure requirements for development, administration, operation, and maintenance costs. It is recognized that capital expenditure requirements and administration, operation, and maintenance cost outlays will be subject to the availability of funds appropriated to Participating Agencies, and that commercial and non-commercial components of the project may need to be funded from private sector or other non-traditional, non-government sources to expedite implementation.

This MOU also provides a structure for management of the project, selection of a Lessee/Concessioner, and for the cooperative administration of the project thereafter by the Participating Agencies.

Nothing in this MOU is intended to contravene or diminish the legal authority of the Participating Agencies to administer programs and lands within their respective jurisdictions. Those laws, regulations, orders, and policies regulating the use of the National Park System will apply to NPS lands and waters within the Antelope Point Project Area. Similarly, the laws, regulations, and policies which apply to Navajo Trust lands, as limited by the Quadrilateral Agreement of September 11, 1970, will apply to Navajo lands within the Antelope Point Project Area and adjacent Zone of Planning Concern.

Section 2.2 Term. This MOU shall be effective on the date hereof and shall continue in effect until the expiration of the first term of the 1970 Quadrilateral Agreement, September 10, 2020. This MOU is subject to renewal on September 11, 2020, for an additional term to run concurrently with the second term of the Quadrilateral Agreement. This MOU may be amended or supplemented by written mutual consent of the Participating Agencies; or may be terminated by a Participating Agency 60 days following written notification that includes the reasons for the termination to the other Participating Agencies.

Section 2.3 Project Scheduling. After the effective date of this MOU, the Senior Representatives shall adopt a Schedule of Performance outlining the tasks to be completed in implementing the DCP and accomplishing construction and operation of the Antelope Point Project. The Schedule of Performance shall include but not be limited to the following elements:

- (a) Statement of Joint Management Objectives identifying the mission of the BIA, NPS, NN and the prospective Lessee/Concessioner with



- (g) Set project performance and evaluation standards procedures for participating agency communications regarding contract compliance and performance issues;
- (h) Set development and project phasing priorities;
- (i) Resolve inconsistencies, planning, administration, operations, and maintenance problems;
- (j) Identify project funding requirements and seek such funding through either grants, loans, respective agency appropriation processes, or other means available to the Participating Agencies, recognizing that commercial and non-commercial components of the project may need to be funded from private sector or other non-traditional, non-governmental sources to expedite implementation.
- (k) Prepare required supplemental cooperative agreements pertaining to the expenditure of funds, law enforcement and safety management, utility usage and charges, preparation and operation of environmental and cultural education facilities, exhibits, and programs in the Project Area;
- (l) Make recommendations as required to appropriate authorities regarding budget requests and priorities for capital and operating needs;
- (m) Make recommendations pertaining to the planning, design, construction, and operation of the Navajolands Visitor Contact Facility located at the Antelope Point access road's junction with Highway 98; and
- (n) Perform other duties as may be required from time to time to insure the continued orderly functioning of the project.

Any agreements of the Senior Representatives are subject to review and approval by each Member Agency as required by their respective laws and procedures.

Section 2.5 Meetings of the Senior Representatives. The Senior Representatives shall meet at least semi-annually to discuss issues related to the development, management, and operation of the Antelope Point Project. They shall keep records of their meetings, and as soon as possible after each formal meeting, shall prepare a summary report of the meeting to be forwarded to the Appointing Officers.

Section 2.6 Dispute Resolution. Any action taken by the Senior Representatives may be changed within a period of thirty (30) days by consensus of the Appointing Officers of the Participating Agencies. Should a dispute arise that is not resolvable between the Senior Representatives, the following actions will be taken:

not be construed to extend to this MOU if made with a corporation through an arms-length transaction.

Section 4.3 Contingent Upon Availability of Funds. Nothing in this MOU shall be construed as binding upon the NN, BIA, or NPS to expend in a year a sum in excess of Congressional or Tribal appropriations.

Section 4.4 Navajo Contracting Preference. To the extent permitted by policy and law, the Participating Agencies agree to implement Navajo Contracting Preference laws and Business Regulatory rules and regulations pertaining thereto, and as amended from time to time, for the Antelope Point Project.

Section 4.5 Navajo Employment Preference. Navajos shall be employed in the Antelope Point Project Area to the fullest extent that their qualifications and law permit; and every reasonable effort will be made to train Navajos in the skills and abilities required to perform such operations.

In Witness Whereof, the parties hereto have hereunder subscribed their names and affixed their seals.

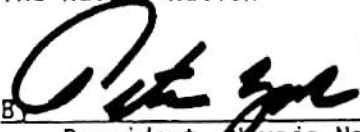
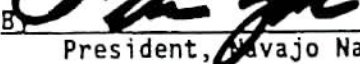
The United States of America

By   
Regional Director, Rocky Mountain Region  
National Park Service

The United States of America

By   
Area Director, Navajo Area Office  
Bureau of Indian Affairs JUL 14 1994


The Navajo Nation

  
B.   
President, Navajo Nation

JUL 12 1994

Approved:

SEP 16 1994

By   
Secretary of the Interior  
Department of the Interior



## Bridge Agreement

Between

The Navajo Nation  
and  
The National Park Service

Concerning the Administration of the  
Antelope Point Project Area on Certain  
Glen Canyon National Recreation Area and Navajo Nation Lands

This Agreement is entered into as of the effective date set between the Navajo Nation, and the National Park Service of the United States Department of the Interior.

### WITNESSETH:

Whereas, the Navajo Nation, the National Park Service, the Bureau of Indian Affairs and the Bureau of Reclamation entered into a Quadrilateral Agreement, approved by the Secretary of the Interior on September 11, 1970, which provides for certain rights and responsibilities between and among the parties to the Quadrilateral Agreement relating to the development, maintenance, and management of Antelope Point; and

Whereas, the terms of a Memorandum of Understanding, between the Navajo Nation, the National Park Service, and the Bureau of Indian Affairs approved by the Secretary of the Interior on September 16, 1994, provides for certain rights and responsibilities between and among the parties to the Memorandum of Understanding in the cooperative management of Antelope Point; and

Whereas, Section 2.3 of the Memorandum of Understanding provides for the Senior Representatives of the Navajo Nation and the National Park Service, among other matters, to outline appropriate policies and procedures for cooperative management of the project's construction and operation, including, but not limited to, cooperative administration of a National Park Service Concession Contract for Antelope Point ("Concession Contract") and a Navajo Nation Business Site Lease for Antelope Point ("Business Site Lease"); and

Whereas, the National Park Service and the Navajo Nation have, pursuant to the offering of a competitive prospectus, selected Antelope Point Holdings, L.L.C., an Arizona limited liability company as the successful bidder, Prospective Concessioner and Prospective Lessee, and intends to award the above mentioned concession contract and business site lease to Antelope Point Holdings, L.L.C., an Arizona limited liability company, under the terms and conditions outlined in its proposal as soon as practicable.

NOW THEREFORE, the parties agree, under the authority of the Quadrilateral Agreement and as a supplement to the Memorandum of Understanding, to the following policies, procedures, and commitments for the cooperative administration of Antelope Point.

## 1. Definitions

a. Reference in this Agreement to the "Secretary" shall mean the Secretary of the Interior, and the term shall include his/her duly authorized representatives, including but not limited to the National Park Service Director, the National Park Service Intermountain Region Director, and the Superintendent of Glen Canyon National Recreation Area, who shall also serve as the National Park Service's "Senior Representative."

b. Reference in this Agreement to the "President" shall mean the Navajo Nation President, and the term shall include his duly authorized representatives, including but not limited to the Executive Director of the Division of Economic Development, who shall also serve as the Navajo Nation's "Senior Representative."

c. Reference in this Agreement to the "Concessioner" shall mean the entity selected as the Concessioner under the Concession Contract. Reference in this Agreement to the "Lessee" shall mean the entity selected as the Lessee under the Business Site Lease.

d. "Leased Lands" as used herein shall mean those Navajo Nation lands leased to the Lessee pursuant to the Business Site Lease. "Assigned Lands" as used herein shall mean those National Park Service lands assigned to the Concessioner pursuant to the Concession Contract.

e. "Infrastructure Development Program" refers to a program of necessary non-income producing projects and improvements for Antelope Point to be built in accordance with plans established by the National Park Service and the Navajo Nation.

2. The National Park Service and the Navajo Nation have developed cooperatively the terms and conditions of the Concession Contract and Business Site Lease so as to facilitate operations under these instruments to be conducted by one entity common to both in a manner that permits the business activities authorized thereby to be conducted as if it were one operation for the benefit of the public. To further facilitate this "single operation" goal, and although the Navajo Nation and the National Park Service retain their independent jurisdiction over the Business Site Lease and the Concession Contract (and related Leased Lands and Assigned Lands) respectively, the Navajo Nation and the National Park Service in exercise of their authorities, shall each cooperate and provide technical assistance to the other in overseeing operations under the Business Site Lease and Concession Contract, and shall, to the extent possible, apply coextensive standards, policies, and directives for such operations.

3. Plans and specifications for related construction activities under the Business Site Lease and Concession Contract shall be reviewed by the Navajo Nation and the National Park Service. The "Building and Construction Standards," included as Exhibit "A" to the Agreement, list the joint goals for the development of facilities at Antelope Point and the standards against which proposed designs will be reviewed. No construction on either Leased Lands or Assigned Lands shall commence without consultation between the Navajo Nation and the National Park Service and approval by either in accordance with the terms of the Concession Contract and the Business Site Lease as applicable. The National Park Service and the Navajo Nation may provide, as appropriate, technical assistance to one another in the development and review of plans and specifications. The National Park Service and the Navajo Nation will cooperate in the inspection of facilities under such construction to assure that they are completed in accordance with approved plans, specifications, and building codes. The National Park Service and the Navajo Nation will cooperate in the joint final inspection of facilities under such construction prior to acceptance by the National Park Service or Navajo Nation as applicable.



4. The National Park Service and the Navajo Nation shall undertake to the extent possible cooperative inspections, evaluations, review of operating and maintenance plans, and approvals of operations and activities under the Business Site Lease and Concession Contract to assure that the nature, type, and quality of the facilities and services described in these instruments are provided to the satisfaction of the National Park Service and the Navajo Nation under applicable coextensive standards, policies and directives. The goal is to assure that visitors to the area will perceive that the respective operations under the Business Site Lease and Concession Contract are being conducted in the same manner, to the same level of quality, and at the same relative rates for services provided. The Senior Representatives shall establish appropriate coextensive procedures for carrying out this goal, including scheduled formal inspections. The scheduling and standards applied will primarily be based on NPS policy guidance and will be as follows:

A. Cooperative annual maintenance inspections of all buildings, utilities, grounds, and equipment within the Leased Lands and Assigned Lands.

B. Periodic operational inspections of all operations within the Leased Lands and Assigned Lands.

C. Periodic public health inspections of all food service and other applicable operations within the Leased Lands and Assigned Lands.

D. Cooperative annual review of the Concessioner/Lessee's risk management program and environmental management program.

5. The Navajo Nation and the National Park Service shall make no material decisions, including but not limited to establishing priorities for the Capital Improvement Account within the Business Site Lease, sales and transfers, and the planning for and/or authorization of other commercial operations to be considered within Antelope Point, modifications of the terms and conditions of the Concession Contract and/or Business Site Lease, revisions of the maintenance and operating plans regarding their respective administration of the Business Site Lease and Concession Contract (and related Leased Lands and Assigned Lands) without full and good faith consultation with the other party. The Senior Representatives shall mutually determine the scheduled development phases of the rehabilitation, restoration, and refurbishment of all improvements to be constructed under the Concession Contract and Business Site Lease. In the event of a dispute as to a course of action proposed to be taken by either party, Section 2.6 of the Memorandum of Understanding, "Dispute Resolution," shall apply.

6. By law, the National Park Service approves rates to be charged by concessioners under standards which, in general, call for the rates to be comparable to similar rates charged by private businesses on private property. The Navajo Nation, in exercising its authority to approve rates to the public, will, to the extent lawful, apply the National Park Service standards to such rate approvals. The National Park Service will provide technical assistance to the Navajo Nation in these areas.

7. The Navajo Nation, through the Business Site Lease, has agreed to provide for the construction of an Infrastructure Development Program on both Leased Lands and Assigned Lands as authorized by the Quadrilateral Agreement. The National Park Service agrees to accept such improvements to be built on National Park Service Assigned Lands subject to appropriate written approvals of plans and specifications and final inspection of the completed facilities. The Navajo Nation shall obtain no compensable interest in improvements built on National Park Service Assigned Lands. The National Park Service shall obtain no compensable interest in improvements built on Navajo Nation Leased Lands.



8. In the event the National Park Service terminates the Concession Contract, the Navajo Nation shall Request the Secretary to invoke the relinquishment clause within the Business Site Lease. In the event the Navajo Nation terminates the Business Site Lease, the National Park Service shall consider terminating the Concession Contract. The objective of the National Park Service and the Navajo Nation is to have the same entity as both the Concessioner and Lessee. A failure by the National Park Service or the Navajo Nation to terminate in these circumstances shall be subject to the dispute resolution procedures of the Memorandum of Understanding. Upon termination or expiration of the Concession Contract and Business Site Lease, if operations previously authorized thereby are to be continued, the Navajo Nation and the National Park Service, to the extent permitted by law at the time, shall solicit proposals, and shall select an entity to conduct further operations under a new Concession Contract and Business Site Lease.

8a. The Navajo Nation, pursuant to Section 7(C)(v) of the Business Site Lease, allows for the Lessee to request a resolution from interferences which may directly render the Lessee incapable of generating the same or substantially the same profit from the Leased Premises which existed at the beginning of the term of the Lease. Notwithstanding anything in the Business Site Lease or Concession Contract to the contrary, the National Park Service and the Navajo Nation agree that any change in contributions to the Special Account or any other consideration which materially change the terms of the Business Site Lease or affect services required to be provided to visitors under the Concession Contract will be decided in consultation by both parties.

9. The National Park Service, to the extent permitted by law, shall honor any Navajo Nation entrance and user fees to serve as a pass for the National Park Service lands within Glen Canyon National Recreation Area. Accordingly, the fee program operated by the lessee for the Navajo Nation, to the extent permitted by law, shall honor any National Park Service entrance and user fee to serve as a pass for Antelope Point. It is the intent of the Navajo Nation and the National Park Service to have a similar fee structure. Exhibit "B" to this Agreement, "Fee Collection Program," identifies the agreements between the National Park Service, the Navajo Nation and the Bureau of Indian Affairs on fee collection operations.

10. Nothing in Quadrilateral Agreement, the Memorandum of Understanding, this Agreement or otherwise is intended to grant the Secretary authority to exercise authority over leases, lands, or contracts of the Navajo Nation (except as may be expressly stated by law with respect to the Secretary's trust responsibilities to Indian Tribes). Nothing in the Quadrilateral Agreement, the Memorandum of Understanding, this Agreement or otherwise is intended to grant the Navajo Nation authority to exercise authority over leases, lands or contracts of the Secretary. Neither the Concessioner under the Concession Contract or the Lessee under the Business Site Lease, or parties in privity with them, is intended to be a third party beneficiary of the Quadrilateral Agreement, the Memorandum of Understanding, or this Agreement. This Agreement shall not be legally enforceable against the other party by either the Secretary or the Navajo Nation. Any disputes which arise between the parties to this Agreement shall be resolved solely by the dispute resolution process set forth in the Memorandum of Understanding.

11. TERM. This Agreement shall be effective on the date hereof and shall continue in effect until the expiration of the first term of the 1970 Quadrilateral Agreement, and the expiration of the Memorandum of Understanding, both on September 10, 2020. This Agreement is subject to renewal on September 11, 2020, for an additional term to run concurrently with the second term of the Quadrilateral Agreement. This Agreement may be amended or supplemented by written mutual consent of the participating agencies, as defined by the Memorandum of Understanding, or may be terminated by a participating agency sixty (60) days following written notification that includes the reasons for the termination to the other participating agencies.



In Witness Whereof, the parties hereto have hereunder subscribed their names and their seals.

National Park Service

The Navajo Nation

By [Signature] 11/07/02  
Director, Intermountain Region Date  
National Park Service

By [Signature] 1/13/03  
President, Navajo Nation Date

## BUILDING AND CONSTRUCTION STANDARDS

### DESIGN THEME

A critical component of the design and construction of facilities for the Antelope Point Resort and Marina is the development of a unified design theme that ties together all the facilities and operations on the property. The design theme should focus on the cultural and natural setting of the project site and create a sense of place, rather than importing a foreign environment. Antelope Point is located in a unique natural environment, with the sharp contrast between the blue-green waters of Lake Powell and rugged geology of the Colorado River canyons. The cultural context is also rich, providing an outstanding opportunity to showcase and interpret the Navajo culture to area visitors.

The Antelope Point Development Concept Plan discusses the development of a design theme for the resort on pages 44-47. The recently constructed facilities at Bullfrog and Wahweap marinas on Lake Powell, and within the "Gateway" area of the City of Page could be studied as a starting point in developing a theme. The concessioner/lessee selected for this project will be required to propose a design theme for review by the Navajo Nation and the National Park Service as one of the first steps in the design process for the resort facilities. The selected firm will be required to show how this theme brings the natural and cultural setting of Antelope Point into all aspects of the resort development.

### VISUAL QUALITY

Another key goal for the design and construction of facilities at Antelope Point is to provide a high degree of visual quality. Facilities should be harmonious with the landscape and should complement, rather than detract from, the area's natural beauty. Some of the design elements involved in meeting this goal include:

- \* Facilities should be an accessory to nature
- \* Facilities designed to be non-intrusive
- \* Simplicity and restraint in design
- \* Use of indigenous materials
- \* Retention of the natural site character
- \* Incorporation of native landscapes and natural features into the development
- \* Reuse of existing disturbed areas
- \* Use of shapes, colors, and textures that are harmonious with the natural setting
- \* Provision of views from the resort facilities to the distinguishing natural features such as Navajo Mountain, Tower Butte, and Lake Powell
- \* Minimizing the impact of the developed facilities on views from Lake Powell and other key vantage points
- \* Screening of utilities, mechanical equipment, dumpsters, and other service facilities
- \* Minimizing light pollution and shielding lights such that they do not point out toward the lake and other viewpoints
- \* Development of a unified sign plan for the resort and use of low height, non-intrusive signage

### SUSTAINABILITY

A further goal for the Antelope Point project is to create, to the extent possible, a sustainable tourism development. Sustainable development for tourism focuses on the preservation and interpretation of the indigenous natural and cultural resources rather than creating an artificial environment. The development accentuates the natural and cultural assets while respecting resource constraints. Sustainable design



balances human needs with the carrying capacity of the natural and cultural environments. It minimizes environmental impacts, importation of goods, and energy, as well as generation of waste.

Some of the key elements of sustainable design and construction for a resort development include:

- \* The development should connect visitors with their environment and the unique natural and cultural resources of the site.
- \* The facilities should be used as a tool to educate visitors about our relationship with the environment and ways to reduce environmental impacts.
- \* Minimization of energy, water, and resource consumption during construction and operation of facilities.
- \* Use of durable building materials from renewable or recycled sources to the greatest extent possible.
- \* Avoiding the use of energy-intensive, environmentally damaging, waste producing, and/or hazardous materials.
- \* Minimization of disturbance to site soils, vegetation, hydrology, and character in the construction and operation of facilities.
- \* The development should protect the waters of Lake Powell from pollution during construction and use of the facilities.
- \* The development should be designed to prevent pollution, reduce waste, and encourage recycling.

#### BUILDING CODES

All facilities must be designed by licensed architects or engineers. The facilities must be designed to meet the most stringent requirements of the latest published editions of the following codes:

- \* Uniform Building Code
- \* Uniform Plumbing Code
- \* Uniform Mechanical Code
- \* National Electrical Code
- \* National Fire Codes, published by the National Fire Protection Association
- \* Food Code, published by the U.S. Public Health Service

The development must be designed to encourage pollution prevention and to protect the waters of Lake Powell from pollution. Some resources to use in designing pollution prevention measures include:

- \* Chapter 5, CZARA/EPA Nonpoint Source Program, "Management Measures for Marinas and Recreational Boating."
- \* Pollution Prevention for the National Parks, Resource Manual



- \* "Pollution Prevention at Marinas, A Manual of Best Management Practices for Marina Operators", Marin County Office of Waste Management

## ACCESSIBILITY

All facilities constructed at the resort should incorporate access for persons with disabilities to the greatest extent possible. This includes buildings, docks, trails, walks, parking, toilets, tour boats, etc. All facilities should be designed to meet the requirements of the Americans with Disabilities Act Guidelines.

## JURISDICTION (BUILDING PERMITS)

On Navajo Trust Lands, the Navajo Nation Division of Economic Development will serve as the Building Official with the responsibility to review and approve plans for construction of facilities. Per the Bridge Agreement, such approval will only be given after consultation by the Nation with the National Park Service. Water and wastewater systems will require review and approval by the Navajo EPA and/or the U.S. EPA, in addition to the Division of Economic Development.

For facilities constructed within Glen Canyon NRA, the National Park Service will serve as the Building Official with the responsibility to review and approve construction plans. Per the Bridge Agreement, such approval will only be given after consultation by the Service with the Navajo Nation. Water and wastewater systems will require review and approval by the Arizona Department of Environmental Quality and/or Coconino County, in addition to the National Park Service.

The Corps of Engineers has issued a permit to the National Park Service for the construction of the marina facilities at Antelope Point. This permit has conditions which prohibit the discharge of wet concrete into Lake Powell, requires the submission of a dredging plan if any fill or excavation is required below the water line, requires the submission of detailed construction plans to the Corps for review and approval prior to any construction of marine facilities, and requires spill prevention plans for the fuel dock and sewage pumpout facilities.

## MARINA DESIGN STANDARDS

In addition to compliance with the building codes listed above, several specific design issues are highlighted for the marina:

- \* Lake Powell experiences considerable water level fluctuations and at low lake elevations space for the marina facilities is quite limited. Exhibit A of the 1994 MOU between the Navajo Nation, BIA, and NPS limits the extent of marine facilities to 250 feet beyond the project area boundary at low water elevations. Design of the marine facilities must show their location at lake elevations from 3,600 to 3,700 feet above sea level, and must minimize their intrusion into the navigation channel.
- \* No exposed styrofoam can be used for floatation on any of the docks, and any cladding used over styrofoam should be durable and resistant to corrosion.
- \* The anchorage system for the marine facilities must be flexible enough to handle lake level fluctuations from Elevation 3,600 to Elevation 3,700, at a minimum.
- \* Decking materials selected for docks must be durable in the hot dry conditions experienced at Antelope Point, and slip resistant for wet and freezing conditions.



- \* The requirements of NFPA 303 must be met in designing fire protection and electrical systems for the marina.
- \* Utilities serving the marina must be supported up out of the water by the dock structures.
- \* Main marina walkways should be designed with a minimum width of 8 feet.
- \* "Marinas and Small Craft Harbors," by Tobiasson and Kollmeyer, is an example of a basic design reference.

### FUELING FACILITIES

The storage and dispensing of fuel, and especially the fuel dock operations, pose a significant environmental threat if the facilities are not properly designed and operated. Because of this special environmental risk:

- \* All fuel storage, delivery, and dispensing systems must be designed to be the "state of the art" in environmental protection.
- \* Fuel facilities must meet the most stringent requirements of the EPA, U.S. Coast Guard, State of Arizona, and the Navajo Nation. The facilities should be designed to fully meet the EPA requirements for fuel storage, containment, and leak detection.
- \* All fuel storage facilities must be located on shore. \*
- \* The resort must develop a spill contingency plan and/or integrated contingency plan to fully meet the requirements of EPA, OSHA, U.S. Coast Guard, and Minerals Management Service for prevention of and response to spill/emergency events. The necessary response equipment must be provided at the facilities and space for such equipment should be incorporated in facility designs.

### UTILITIES

Some of the key design issues for the resort utility systems include:

- \* All utilities within the project area must be run underground.
- \* Water storage and treatment and wastewater treatment facilities must be located to minimize their visibility to resort visitors and from key vantage points. The wastewater treatment facility must be located to minimize the impacts of odors on all portions of the development.
- \* Utility boxes, trash dumpsters, and other above-grade facilities should be screened from view.
- \* Utility systems should be designed to meet the needs of the completed resort development as envisioned in the DCP and should be designed to accommodate future expansion as required.
- \* Facilities should be designed to minimize energy and water consumption, and to reduce the production of solid waste and wastewater.

- \* An active recycling program should be planned for the resort and incorporated into facility designs.
- \* Incorporate the use of solar and wind energy systems into the development to the extent possible.
- \* Water and wastewater systems must be designed to fully meet the requirements of the regulatory agency with jurisdiction, and to provide the highest level of environmental protection possible.
- \* Water and sewer lines should be buried a minimum of 36 inches (to the top of the pipe) to provide freezing protection.
- \* Other utility requirements are spelled out on pages 53-55 of the DCP.

### ROADS AND PARKING

Some key design requirements in the development of roads and parking include:

- \* All roads and parking areas within the project area must be paved. Pavement thickness must be a minimum of 2 inches and must be designed to handle projected traffic loads.
- \* Roads to visitor facilities must have a minimum paved width of 28 feet.
- \* Roads and parking areas must be designed to handle the turning radii of vehicles pulling boat trailers.
- \* Parking spaces should be a minimum of 10'x20' for single vehicles and 10'x40' for vehicles pulling boat trailers.
- \* Parking areas should utilize landscaping, site walls, berms, and/or topographic features to provide visual screening from the lake and from adjacent facilities. Break up large expanses of paving into smaller lots and utilize landscaped islands to visually break up the parking areas.
- \* Utilize best management practices in the design of drainage facilities to minimize soil erosion and to minimize the transport of pollutants to the lake.
- \* Minimize ground disturbance in the construction of roads and parking. Vegetation clearing on the sides of roads should be kept to a minimum and native vegetation should be reestablished back to the road shoulders using proven methods of revegetation.
- \* The AASHTO "Policy on Geometric Design of Highways and Streets" (most recent edition), and the guidelines of the Arizona Department of Transportation should be used as design guidelines for road and parking design.



## LANDSCAPE AND SITE DESIGN

- \* Native species should be used to the greatest extent possible for all landscaping within the project area. The National Park Service has a list of appropriate species for use in the landscaping of developed facilities.
- \* The introduction of invasive species such as Ravenna Grass, Russian Olive, and Tamarisk will not be allowed.
- \* Retain as much native vegetation on the site as possible. Integrate the native landscapes into the developed facilities.
- \* Use landscape design to screen unsightly facilities and to soften the impacts of buildings and other facilities.
- \* Utilize landscaping to shade outdoor use spaces and to shade buildings to reduce energy consumption.
- \* Developed landscaping should be designed to minimize water consumption and maintenance requirements.
- \* Facilities should be sited to work with the existing topography and to minimize cut and fill requirements. Construction on steep slopes is discouraged.
- \* Locate facilities to minimize visual impacts, and to maximize the potential for passive energy technology.

## BUILDING DESIGN

- \* All buildings should incorporate the unified architectural theme developed for the resort.
- \* Buildings should be designed to take advantage of passive ventilation and passive energy systems to the extent possible.
- \* Building materials should be chosen for durability in the hot desert climate and other functional demands. Materials should utilize recycled and renewable sources to the extent possible.
- \* Incorporate indigenous materials into building design as possible.
- \* Use the design principles of scale, rhythm, proportion, balance, and composition to enhance the integration of buildings into the environmental context.
- \* Design lodge units to minimize the transmission of sound between rooms and floors, with a minimum Sound Transmission Class of 50.
- \* Some of the basic design parameters for this area are a wind load resulting from 80 mph winds, a snow load of 20 psf, and a frost depth of 18 inches.
- \* Building insulation should meet the requirements of the Council of American Building Officials, Model Energy Code, at a minimum.

\* Because of the remote location and limited fire protection, all structures exceeding 2,000 SF should be provided with fire sprinklers.



Exhibit B  
Fee Collection Program

A Fee Collection Program (FCP) has been established at the Glen Canyon National Recreation Area (GCNRA) pursuant to Section 315 of the FY 1996 Interior Appropriation Act (Recreational Fee Demonstration Program). Other legislative, regulatory and policy directives concerning the assessment of recreation fees at units of the National Park System include the Land and Water Conservation Fund Act of 1965, 36 CFR Part 71 and the Recreation Fee Guideline, NPS-22. The FCP has been implemented in all developed areas of the park including Lone Rock Beach and the Lees Ferry area. The Navajo Nation has also implemented its own fee collection program for entrance onto the Navajo Nation Trust Lands at the Antelope Point Project area.

A fee collection station was constructed by the Navajo Nation along BIA Route N22B that leads from Arizona State Highway 98 to the Antelope Point Project Area. The fee station is within the Navajo Reservation.

All proceeds from the Navajo Nation FCP at Antelope Point are the property of the Navajo Nation. The Navajo Nation has pledged the net proceeds from its FCP to the Business Site Lessee in the amount of the original cost of installing the required Infrastructure Development Program improvements as provided in the Business Site Lease.

It is the intent of the Navajo Nation and the NPS that the FCP at all access points to Lake Powell remain consistent respecting the fee structure and amounts charged. To the extent allowed by law, the Senior Representatives will cooperate in setting fees to be charged at access points to Lake Powell and will annually review such amounts. The initial fee structure for GCNRA will be as follows:

**Entrance Fees:** All visitors will be required to pay for entry to the NRA by purchasing either a single-visit or annual pass. Entry fees will be charged on a per vehicle basis, except for those entering on foot, bicycle, etc., which will be per individual. Single-visit passes will be good for re-entry up to seven days from the date of purchase. Annual passes will be issued on a calendar year basis. Tour busses will pay for entry at a commercial rate, based on the passenger capacity of the bus. ~~Local Annual Entrance Passes shall be of the same type as used by GCNRA.~~

**User Fees (Boating Use Fee):** Any visitors passing the entrance station towing motorized vessels will be charged a launch fee in addition to the vehicle entrance fee. Seven (7) - day passes and annual passes will be available for boat launching. Vehicles hauling multiple vessels will be able to pay for the additional vessels at a reduced rate.

**Camping Fees:** Fees will be charged for beach camping at Lone Rock, in addition to the fees charged at other developed campgrounds within GCNRA. Fees for beach camping will be charged per vehicle per night, with a stay limit of 14 days.

It is the intent of both the Navajo Nation and the NPS, to the extent allowed by law, that entrance and user passes issued by either entity will be honored by the other. Barring any legal obstacles, visitors holding a

valid entry or boating pass purchased at Antelope Point shall have such passes honored throughout the GCNRA. Conversely, visitors holding valid GCNRA entry or boating passes would have such passes honored at Antelope Point.

Holders of valid ~~National Park Pass~~ or Golden Eagle, Golden Age, or Golden Access Passes and the National Park Pass will have such passes honored at Antelope Point on the same terms as within GCNRA. Specifically, the ~~National Park~~, Golden Eagle, Golden Age and Golden Access Passes, grant free entry, and the Golden Age and Golden Access Passes grant a 50% discount for boating and camping fees.

~~Training for the FCP at Antelope Point will be conducted at least annually and prior to the start of fee collection operations for the season as part of the GCNRA training program.~~

~~Equipment for FCP (i.e., cash registers and software) will be able to perform the same functions for data collection and revenue management as the GCNRA system to facilitate tracking revenues and statistics being collected at other entry points to the NRA.~~

~~Setup, arrangement of equipment, layout design and operation of the Antelope Point FCP is to be coordinated and consistent with policies, practices and guidelines used by the NPS.~~



# NAVAJO NATION

451

9/4/2020

Navajo Nation Council Special Session

04:15:56 PM

Amd# to Amd#	Legislation 0164-20: Requesting	PASSED
MOT Walker, T	the National Park Service,	
SEC Halona, P	Bureau of Reclamation, and	
	Bureau of Indian Affairs Extend	

Yeas : 22

Nays : 0

Excused : 0

Not Voting : 1

Yea : 22

Begay, E	Daniels	Slater, C	Tso, E
Begay, K	Freeland, M	Smith	Walker, T
Begay, P	Halona, P	Stewart, W	Wauneka, E
Brown	Henio, J	Tso	Yazzie
Charles-Newton	James, V	Tso, C	Yellowhair
Crotty	Nez, R		

Nay : 0

Excused : 0

Not Voting : 1

Damon

Presiding Speaker: Tso, D