

RESOLUTION OF THE
RESOURCES AND DEVELOPMENT COMMITTEE
of the 25th NAVAJO NATION COUNCIL - Second Year, 2024

AN ACTION

RELATING TO THE RESOURCES AND DEVELOPMENT COMMITTEE; APPROVING A SURFACE USE LEASE FOR TUBA CITY REGIONAL HEALTHCARE CORPORATION FOR CONSTRUCTION OF A SEWAGE LAGOON FOR THE NEW ECHO CLIFFS HEALTH CENTER AND ASSOCIATED FACILITIES

BE IT ENACTED

SECTION ONE. AUTHORITY

- A. The Resources and Development Committee is a standing committee of the Navajo Nation Council. 2 N.N.C. § 500(A).
- B. The Resources and Development Committee of the Navajo Nation Council has authority to give final approval of non-mineral leases, permits on Navajo Nation lands and unrestricted (fee) land. This authority shall include subleases, modifications, assignments, leasehold encumbrances, transfers, renewals, and terminations. 2 N.N.C. § 501(B)(2).

SECTION TWO. FINDINGS

- A. Tuba City Regional Health Care Corporation ("TCRHCC") seeks approval for surface use leases from the Navajo Nation covering 100 acres of Navajo Nation tribal trust lands for construction and operation of Echo Cliffs Health Care Facility ("EHC"), formerly titled the Bodaway Gap Health Center, including staff quarters and related infrastructure. TCRHCC, at the direction of the Navajo Division of Natural Resources, has separated its 100-acre Lease request into three separate leases to ease the process: 1. Echo Cliffs Health Center; 2. Ninety-two (92) staff housing units; and 3. sewage lagoon.
- B. This resolution will approve a Lease for the EHC Sewage Lagoon. The Lease is attached hereto as Exhibit A.

- C. Pursuant to TCRHCC's Title V Self-Governance Compact ("Compact") and associated Funding Agreement under the ISDEAA, TCRHCC operates the former Navajo Area Tuba City Indian Medical Center in Tuba City, Navajo Nation, Arizona and multiple satellite facilities and clinics, including mobile clinics, providing services to Indian Health Service beneficiaries in TCRHCC's service area within the Western Navajo Agency and Coconino County, including the Cameron, Bodaway/Gap, Coalmine Canyon, Kaibeto, LeChee, Coppermine, Tonalea, and To'Nanees'Dizi Chapters of the Navajo Nation, the Hopi Village of Moenkopi, and the San Juan Southern Paiute Tribe.
- D. In furtherance of TCRHCC's responsibilities as a Tribal Organization under the ISDEAA, and pursuant to its ISDEAA Compact with United States Department of Health and Human Services ("HHS"), Indian Health Services ("IHS"), TCRHCC entered into a Title V Construction Project Agreement, Contract No. DES-22-0056 (the "TVCPA") with the IHS for the design phase of the new ECHC and associated facilities, including staff quarters and related infrastructure.
- E. TCRHCC and IHS have amended and modified the TVCPA by Modification No. 1 to incorporate the construction phase of the Project.
- F. The certified site survey for the Sewage Lagoon, plat, and legal description, for 30 acres is attached as **Exhibit B**.
- G. TCRHCC is also requesting preauthorization in the Lease to enter into an ISDEAA Section 105(1) lease for the Leased Premises with IHS as a sublease of the Lease, pursuant to the ISDEAA and its implementing regulations at 25 C.F.R. § 900.69 et seq. Section 105(1) of the ISDEAA requires IHS, upon TCRHCC's request, to enter into a lease with the TCRHCC for facilities that TCRHCC owns or leases and is using to carry out federal programs, services, functions, and activities (PSFAs) under its ISDEAA compact with IHS. Authorizing language for a Section 105(1) lease is found at Section 13(B) of the proposed Lease and has been previously reviewed and approved by the Navajo Nation Department of Justice for two other leases submitted by TCRHCC.

- H. In accordance with 16 N.N.C. § 2334 (F), TCRHCC is requesting that the rent be waived or that only nominal rental be charged because TCRHCC is a non-profit corporation and the Lease is to support TCRHCC's provision of healthcare services to Navajo Nation tribal members.
- I. The Environmental Assessment including the Biological Resource Clearance Form and Cultural Resources Clearance Forms are attached as Exhibit C.
- J. On July 25, 2023, the TCRHCC Board of Directors passed Resolution No. TCRHCC 06-07-2023, attached as Exhibit D, requesting a surface use lease for TCRHCC from the Navajo Nation for the new ECHC, Associated Staff Housing, and Sewage Lagoon.
- K. Resolutions of the Bodaway Gap, Coppermine, and LeChee Chapters, and of the To'Nanees'Dizi Local Government, supporting development and withdrawal of the 44-acre tract for the ECHC, 26 acre tract for staff housing units, and 30 acre tract for sewage lagoon (total of 100 acres), are attached as composite Exhibit E.
- L. The land user consent forms executed by the local Grazing Official are attached as Exhibit F.
- M. The Lease was reviewed by the Navajo Nation Department of Justice, and the Executive Official Review Document is attached as Exhibit G.
- N. It is in the best interest of the Navajo Chapters, surrounding communities, and the Navajo people to approve the Lease for the Sewage Lagoon.

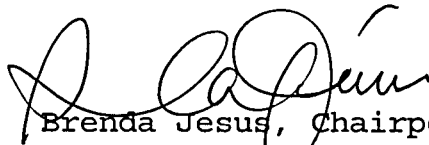
SECTION THREE. APPROVAL

- A. The Resources and Development Committee of the Navajo Nation Council hereby approves the Lease to the Tuba City Regional Health Care Corporation for the Echo Cliffs Health Center Sewage Lagoon and associated facilities, for 30 acres, more or less, of Navajo Nation Trust Land, attached hereto as Exhibit A. The location is more particularly described on the survey maps attached as Exhibit B.
- B. The Resources and Development Committee of the Navajo Nation Council hereby approves waiver of rental fees pursuant to 16 N.N.C. § 2334 (F) to support TCRHCC's provision of healthcare services to Navajo Nation tribal members.

- C. The Navajo Nation hereby authorizes the President of the Navajo Nation to execute any and all documents necessary to implement the intent and purpose of this resolution.

CERTIFICATION

I, hereby, certify that the following resolution was duly considered by the Resources and Development Committee of the 25th Navajo Nation Council at a duly called meeting at Mentmore, (Navajo Nation) New Mexico, at which quorum was present and that same was passed by a vote of 5 in favor, 0 opposed, on this 14th day of February 2024.

A handwritten signature in black ink, appearing to read 'Brenda Jesus', is written over the printed name.

Brenda Jesus, Chairperson
Resources and Development Committee
Of the 25th Navajo Nation Council

Motion: Honorable Rickie Nez
Second: Honorable Casey Allen Johnson



LEASE NO. _____

**THE NAVAJO NATION
and
TUBA CITY REGIONAL HEALTH CARE CORPORATION**

THIS LEASE is made and entered into this ____ day of _____, 202_, by and between **THE NAVAJO NATION**, hereinafter called the "Lessor," whose address is Post Box 9000, Window Rock, Navajo Nation (Arizona) 86515, and the **TUBA CITY REGIONAL HEALTH CARE CORPORATION**, a non-profit corporation organized under Navajo Nation law, hereinafter called the "Lessee," whose address is 167 North Main St., P.O. Box 600, Tuba City, Navajo Nation (Arizona) 86045, pursuant to the authority contained in 2 N.N.C. §501(B)(2)(a), 16 N.N.C. §§2301 *et seq.*, and 25 U.S.C. §415, as implemented by the regulations contained in 25 CFR 162; and amendments thereto, which by reference are made a part hereof.

1. DEFINITIONS.

(A) "*Approved Encumbrance*" means an encumbrance approved in writing by Lessor in accordance with the terms and conditions of this Lease.

(B) "*Encumbrancer*" means the owner and holder of an Approved Encumbrance, including all successors and assigns.

(C) "Hazardous Substance" means any "hazardous substance as defined at § 2104 Q. of the NNCERCLA, 4 N.N.C. § 2101 *et seq.*, including all amendments or successors thereto.

(D) "NNCERCLA" means the Navajo Nation Comprehensive Environmental Response, Compensation and Liability Act, 4 N.N.C. § 2101 *et seq.*

(E) "*Regulated Substance*" means any regulated substance as defined at § 1502 V. of the Navajo Nation Underground and Aboveground Storage Act, 4 N.N.C. § 1501 *et seq.*, which includes petroleum and petroleum products.

2. LEASED PREMISES.

For and in consideration of the rents, covenants, agreements, terms and conditions contained herein, Lessor hereby leases to Lessee all of that tract of land situated along Navajo Route 20 (U.S. Hwy 89T) within Coppermine Chapter, Navajo Nation (AZ), more particularly described in Exhibit "A," attached hereto and by this reference made a part hereof, containing 30 acres, more or less, together with the right of reasonable ingress and egress, subject to any prior, valid, existing rights-of-way, hereinafter called the "Leased Premises." There is hereby reserved and excepted from the Leased Premises rights-of-way for utilities constructed by or on authority of Lessor, provided that such rights-of-way do not unreasonably interfere with Lessee's use of the Leased Premises. Navajo Land Department ("NLD") will submit one copy of this document to BIA for recording pursuant to 16 N.N.C. §2322(B).

3. PURPOSE, UNLAWFUL USES.

(A) Lessee shall develop, use, and occupy the Leased Premises for the purpose of construction and operation of a sewage lagoon to support the Echo Cliffs Health Center and associated staff housing, and to potentially provide sewage services for the surrounding community. The Echo Cliffs Health Center, which will be located on a separate parcel on the opposite side of U.S. Highway 89, will be a new 123,565 square foot state of the art health care facility owned and operated by TCRHCC pursuant to its Compact with the U.S. Department of Health and Human Services, Indian Health Service, under the Indian Self Determination and Education Assistance Act ("ISDEAA"), as authorized by the Navajo Nation Council. It is anticipated that the Navajo Tribal Utility Authority will eventually take over ownership and operation of the sewage lagoon.

(B) The Leased Premises shall not be used by Lessee for any purpose other than as provided herein, except with the prior written consent of Lessor. The consent of Lessor may be withheld, granted or granted upon conditions, in the sole discretion of Lessor.

(C) Lessee agrees not to use or permit to be used any part of the Leased Premises for any unlawful conduct or purpose.

4. TERM.

The term of this Lease shall be seventy-five (75) years, beginning on the date this Lease is approved by the Nation.

5. RENTAL.

In consideration of the foregoing and the covenants, agreements, terms and conditions of this Lease, Lessee hereby covenants and agrees to pay Lessor, in lawful money of the United States, an annual rental of one dollar (\$1) per year. In accordance with the provisions of 16 N.N.C. §2334(F), only nominal rental is provided for herein because this Lease supports the provision of healthcare services to Navajo Nation tribal members.

6. CONDITION OF LEASED PREMISES.

Lessee has examined and knows the Leased Premises and improvements thereon and accepts the same as-is. No representations as to the condition of the Leased Premises have been made by Lessor or any agent of Lessor prior to or at the time of execution of this Lease. Lessee warrants that it has not relied on any warranty or representation made by or on behalf of Lessor, but solely upon Lessee's independent investigation.

7. IMPROVEMENTS.

(A) At end of the Lease, including all of the options which have been exercised by the Lessee, the Lessee shall be given an opportunity to obtain a new lease on the described property. If a new Lease is not awarded to the Lessee, any future Lessee which itself not an entity of the Navajo

Nation, may be required, at the option of the Navajo Nation, to reimburse the Navajo Nation for the Fair Market Value of all buildings and improvements which have been made to the leasehold by the Lessee on behalf of the Navajo Nation.

(B) All Hazardous Substances, Hazardous Substance storage systems or conveyance facilities, including but not limited to Storage Tanks, placed on or under the Leased Premises are the property of Lessee and shall remain the property of Lessee upon termination of this Lease. Within a reasonable time prior to termination of this Lease, Lessee shall remove any such substances or improvements, shall assess the Leased Premises for contamination, shall remediate all contamination, if any, and shall address any third party damages occasioned by any contamination or otherwise by the use or storage of such substances or improvements on the Leased Premises. Should Lessee fail to complete such responsibilities prior to the termination of this Lease, Lessee shall remain responsible therefor, and shall be required to post a bond in an amount reasonably required to ensure that such responsibilities are completed within a reasonable time after termination of this Lease.

8. CONSTRUCTION; MAINTENANCE; REPAIR; ALTERATION.

(A) All buildings and other improvements placed on the Leased Premises shall be constructed in a good and workmanlike manner in compliance with applicable laws and building codes. All parts of buildings or other improvements visible to the public or from adjacent premises shall present a pleasant appearance and all service areas shall be screened from public view.

(B) Lessee shall maintain the Leased Premises and all buildings and other improvements thereon and any alterations, additions or appurtenances thereto, in good order and repair and in a safe, sanitary and neat condition.

(C) Lessee shall have the right to make reasonable alterations, additions or repairs to buildings or other improvements on the Leased Premises, consistent with other provisions of this Lease.

9. CONSTRUCTION BOND

Prior to the commencement of construction of any improvement on the Leased Premises, the Lessee shall require its construction contractor to post construction bonds in amount sufficient to cover such construction as may be approved by Lessor. The Bond shall be written to protect Lessor and Lessee. Copies of the bonds shall be submitted to Lessor upon written request.

10. NON-RESPONSIBILITY NOTICES

Prior to the commencement of construction of any improvement on the leased premises, or prior to the beginning of any repair or alteration thereto, or work or labor thereon, Lessee shall post non-responsibility notices at the site on Lessor's behalf.

11. UTILITY SERVICE LINE AGREEMENTS.

(A) Lessee specifically is authorized to enter into appropriate service line agreements with utility companies for the provision of utility services to the Leased Premises, including gas, water, sewer, electricity, telephone, television and other utilities, without further consent by Lessor, on the condition that:

- (1) such agreements are for the sole purpose of supplying utility services to the Leased Premises;
- (2) such agreements authorize utility service lines only within the Leased Premises;
- (3) such agreements do not extend beyond the term of this Lease;
- (4) executed copies of such agreements, together with plats or diagrams showing with particularity the location, size and extent of such service lines, are filed by the utility companies with Lessor within thirty (30) days of their execution; and
- (5) such agreements make Lessee and its Sublessee solely responsible for any charges; and
- (6) such agreements are otherwise in accordance with the provisions of 25 C.F.R. Part 169.51-169.56, including any amendments or successors thereto.

(B) Nothing contained herein shall be construed to limit the right of Lessor to enter into service line agreements with utility companies for service lines across the Leased Premises, provided that such service lines do not unreasonably interfere with Lessee's use of the Leased Premises, nor otherwise to affect the rights-of-way reserved to Lessor in section 2 of this Lease.

12. LIENS; TAXES AND ASSESSMENTS; UTILITY CHARGES.

(A) Lessee shall not permit any liens arising from any work performed, materials furnished, or other obligations incurred by Lessee to be enforced against the Leased Premises, any interest therein or improvements thereon. Lessee shall discharge all such liens before any action is brought to enforce same.

(B) Lessee shall pay, before becoming delinquent, all taxes, assessments and other like charges levied upon or against the Leased Premises, any interest therein or improvements thereon, for which Lessee is liable. Upon request by Lessor, Lessee shall furnish Lessor written evidence duly certified that any and all such taxes, assessments and other like charges required to be paid by Lessee have been paid, satisfied or otherwise discharged. Lessee shall have the right to contest any asserted tax, assessment or other like charge against the Leased Premises, any interest therein or improvements thereon, by posting bond to prevent enforcement of any lien resulting therefrom. Lessee agrees to protect and hold harmless Lessor and the Leased Premises and all interests therein and improvements thereon from any and all such taxes, assessments and like charges and from any lien therefor, any sale or other proceedings to enforce payment thereof, and all costs in connection therewith. Upon request by Lessee, Lessor shall execute and deliver any appropriate documents with reference to real estate tax exemption of the Leased Premises, any interest therein or improvements thereon.

(C) Lessee shall pay, before becoming delinquent, all charges for water, sewage, gas, electricity, telephone and other utility services supplied to the Leased Premises.

(D) Lessor shall have the right to pay any lien, tax, assessment or other charge payable by Lessee under this Lease, or to settle any action therefor, if, within a reasonable time after written notice thereof from Lessor, Lessee fails to pay or to post bond against enforcement thereof. All costs and other expenses incurred by Lessor in so doing shall be repaid by Lessee to Lessor on demand, together with interest at the legal rate from the date of payment or incursion thereof by Lessor until repayment is made by Lessee.

13. SUBLEASES AND ASSIGNMENTS.

(A) Lessee shall not assign, convey or otherwise transfer this Lease, or any interest therein, without the prior written approval of Lessor, and then only upon the condition that the assignee or other successor in interest shall agree, in writing, to be bound by each and every covenant, agreement, term and condition of this Lease. Any such attempted assignment, conveyance, or transfer, without such written approval shall be void and of no effect. The approval of Lessor may be granted, granted upon conditions, or withheld at the sole discretion of Lessor. If the sublease or assignment is for the purposes stated in section 3 of this lease, the approval of Lessor will not be unreasonably withheld. NLD will submit one copy of each Sublease to BIA for recording pursuant to 16 N.N.C. §2322(B).

(B) Notwithstanding the foregoing Paragraph 13(A), Lessor authorizes Lessee to enter into an ISDEAA Section 105/ lease for the Leased Premises with HHS, IHS, as a sublease of this Lease, pursuant to the ISDEAA and its implementing regulations, 25 C.F.R. § 900.69 *et seq.* Section 105/ of the ISDEAA requires the Secretary of HHS, at the request of an ISDEAA tribal organization, to enter into a lease with the tribal organization for a building owned or leased by the tribal organization that is used for administration or delivery of services under the ISDEAA. 25 C.F.R. § 900.69. If Lessee enters into a Section 105/ lease with HHS, IHS for the Leased Premises pursuant to this Paragraph 13(B), Lessee will provide services in the Leased Premises pursuant to its Compact with HHS, IHS. Lessee shall continue to be subject to each and every covenant, agreement, term and condition of this Lease, pursuant to 16 N.N.C. §2338(B). Lessee shall promptly submit a copy of any Section 105/ lease to NLD for filing and recording with the BIA pursuant to 16 N.N.C. §2322(B).

14. QUIET ENJOYMENT.

Lessor hereby covenants and agrees that, upon performing each of its covenants, agreements, terms and conditions contained in this Lease, that Lessee shall peaceably and quietly have, hold and enjoy the Leased Premises without any hindrance, interruption, ejection or molestation by Lessor or by any other person or persons claiming from or under Lessor.

15. ENCUMBRANCE.

(A) This Lease or any interest therein may not be encumbered without the prior written approval of Lessor, and no such encumbrance shall be valid or binding without such prior written approval. An encumbrance shall be confined to the leasehold interest of Lessee, and shall not jeopardize in any way Lessor's interest in the land. Lessee agrees to furnish any requested financial

statements or analyses pertinent to the encumbrance that Lessor may deem necessary to justify the amount, purpose and terms of said encumbrance.

(B) In the event of default by Lessee of the terms of an Approved Encumbrance, Encumbrancer may exercise any rights provided in such Approved Encumbrance, provided that prior to any sale of the leasehold, Encumbrancer shall give to Lessor notice of the same character and duration as is required to be given to Lessee by the terms of such Approved Encumbrance and by applicable law. In the event of such default, Lessor shall have the right, which may be exercised at any time prior to the completion of sale, to pay to Encumbrancer any and all amounts secured by the Approved Encumbrance, plus unpaid interest accrued to the date of such payment, plus expenses of sale incurred to the date of such payment.

(C) If Lessor exercises the above right, all right, title and interest of Lessee in this Lease shall terminate and Lessor shall acquire this Lease; provided, however, that such termination shall not relieve Lessee of any obligation or liability which shall have accrued prior to the date of termination. Acquisition of this Lease by Lessor under these circumstances shall not serve to extinguish this Lease by merger or otherwise.

(D) If Lessor declines to exercise the above right and sale of the leasehold under the Approved Encumbrance shall occur, the purchaser at such sale shall succeed to all of the right, title and interest of Lessee in this Lease. It is further agreed that the purchaser at such sale if it is the Encumbrancer, the Encumbrancer may sell and assign this Lease without any further approval by Lessor, provided that the assignee shall agree in writing to be bound by all the covenants, agreements, terms and conditions of this Lease, and no such assignment shall be valid unless and until the assignee shall so agree. If Encumbrancer is the purchaser, it shall be required to perform the obligations of this Lease only so long as it retains title thereto. If the purchaser is other than Encumbrancer, the purchaser shall agree in writing to be bound by all the covenants, agreements, terms and conditions of this Lease, and no such purchase shall be valid unless and until purchaser shall so agree.

16. DEFAULT.

(A) Time is declared to be of the essence in this Lease. Should Lessee default in any payment of monies when due under this Lease, fail to post bond or be in violation of any other provision of this Lease, said violation may be acted upon by the Lessor, said violation may be acted upon by the Nation in accordance with the provisions of 25 C.F.R. Part 162, including any amendments or successors thereto.

(B) In addition to the rights and remedies provided by the aforementioned regulations, Lessor may exercise the following options upon Lessee's default, authorized by applicable law subject to the provisions of subsection (D) below:

- (1) Collect, by suit or otherwise, all monies as they become due hereunder, or enforce by suit or otherwise, Lessee's compliance with all provisions of this Lease; or
- (2) Re-enter the premises if the lessee has abandoned the premises or has failed to conduct business for an extended period of time without notice, and remove all persons and property therefrom, and re-let the premises without terminating

this Lease as the agent and for the account of Lessee, but without prejudice to the right to cause the termination of the Lease under applicable law thereafter, and without invalidating any right of Lessor or any obligations of Lessee hereunder. The terms and conditions of such re-letting shall be in the sole discretion of Lessor, who shall have the right to alter and repair the premises as it deems advisable and to re-let with or without any equipment or fixtures situated thereon. Rents from any such re-letting shall be applied first to the expense of re-letting, collection, altering and repairing, including reasonable attorney's fees and any reasonable real estate commission actually paid, insurance, taxes and assessments and thereafter toward payment to liquidate the total liability of Lessee. Lessee shall pay to Lessor monthly when due, any deficiency and Lessor may sue thereafter as each monthly deficiency shall arise; or

(3) Take any other action authorized or allowed under applicable law.

(C) No waiver of a breach of any of the terms and conditions of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other term or condition of this Lease. Exercise of any of the remedies herein shall not exclude recourse to any other remedies, by suit or otherwise, which may be exercised by Lessor, or any other rights or remedies now held or which may be held by Lessor in the future.

(D) Lessor as the case may be, shall give to an Encumbrancer a copy of each notice of default by Lessee at the same time as such notice of default shall be given to Lessee. Lessor shall accept performance by an Encumbrancer of any of Lessee's obligations under this Lease, with the same force and effect as though performed by Lessee. An Encumbrancer shall have standing to pursue any appeals permitted by applicable federal or Navajo Nation law that Lessee would be entitled to pursue. The Lessor shall not terminate this Lease if an Encumbrancer has cured or is taking action diligently to cure Lessee's default and has commenced and is pursuing diligently either a foreclosure action or an assignment in lieu of foreclosure.

17. SANITATION.

Lessee hereby agrees to comply with all applicable sanitation laws, regulations or other requirements of the Navajo Nation. Lessee agrees to dispose of all solid waste in compliance with applicable federal and Navajo Nation law. Lessee further agrees at all times to maintain the entire Leased Premises in a safe and sanitary condition, presenting a good appearance both inside and outside the Leased Premises.

18. HAZARDOUS AND REGULATED SUBSTANCES.

(A) Lessee shall not cause or permit any Hazardous or Regulated Substance to be used, stored, generated or disposed of on or in the Leased Premises without first notifying Lessor and obtaining Lessor's prior written consent. If Hazardous or Regulated Substances are used, stored, generated or disposed of on or in the Leased Premises, with or without Lessor's consent, or if the premises become contaminated in any manner, Lessee shall indemnify and hold harmless the Lessor from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including,

without limitation, a decrease in value of the Leased Premises, damages due to loss or restriction of rentable or usable space, any and all sums paid for settlement of claims, and any costs related to marketing the Leased Premises), as well as attorneys' fees, consultant and expert fees arising during or after the Lease term and arising as a result of such contamination regardless of fault, with the exception that the lessee is not required to indemnify the Indian landowners for liability or cost arising from the Indian landowners' negligence or willful misconduct. This indemnification includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by the federal government or the Nation. Without limitation of the foregoing, if Lessee causes or permits any Hazardous or Regulated Substance on the Leased Premises and the presence of such results in any contamination of the Leased Premises, including, but not limited to, the improvements, soil, surface water or groundwater, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the Leased Premises to the condition existing prior to the contamination by any such Hazardous or Regulated Substance on the Leased Premises. Lessee shall first obtain Lessor's approval for any such remedial action.

(B) Lessee shall provide the Navajo Environmental Protection Agency and the Risk Management Department of the Nation with a clear and legible copy of all notices or reports concerning release of Hazardous or Regulated Substance, testing, or remediation at the premises subject to this Lease which Lessee is required by applicable law, or regulation, to provide to the United States Environmental Protection Agency or which Lessee otherwise provides to the United States Environmental Protection Agency. Service of documents as required by this Lease upon the Navajo Environmental Protection Agency shall be by first class mail to:

Waste Regulatory and Compliance Program
Navajo Environmental Protection Agency
Post Office Box 3089
Window Rock, Navajo Nation (Arizona) 86515

and,

Risk Management Department
Navajo Environmental Protection Agency
Post Office Box 1690
Window Rock, Navajo Nation (Arizona) 86515

or their respective institutional successors.

19. PUBLIC LIABILITY INSURANCE.

(A) At all times during the term of this Lease, Lessee shall carry a public liability insurance policy in the amount of at least \$1,000,000 for personal injury to one (1) person and \$2,000,000 per occurrence, and \$500,000 for damage to property. Said policy shall be obtained from a reliable insurance company authorized to do business in the Navajo Nation and in the State of Arizona and shall be written to protect Lessee and Lessor and shall provide for notification to Lessor prior to any material change, cancellation or non-renewal of said policy for any reason, including non-payment of premiums. Upon written request therefor, copies of said policy shall be furnished to Lessor.

(B) Lessor may require that the amount of the insurance policy required by subsection (A) of this section be increased no more than every five (5) years from the beginning date of this Lease and only upon the Lessor's determination that such increase reasonably is necessary for the protection of Lessor.

(C) With the prior written approval of Lessor, which will not be unreasonably withheld, the insurance obligation under this section may be satisfied by a self-insurance program maintained by Lessee or by other means of alternative performance satisfactory to Lessor.

20. NON-LIABILITY.

Except for liability arising from the Lessor's negligence or misconduct, Lessor nor their officers, agents, or employees, shall be liable for any loss, damage, death or injury of any kind whatsoever to the person or property of Lessee or any other person whomsoever, caused by any use of the leased premises by Lessee, or by any defect in any structure existing or erected thereon, or arising from accident, fire, or from any other casualty on said premises or from any other cause whatsoever and Lessee, as a material part of the consideration for this Lease, hereby waives on Lessee's behalf all claims against Lessor and agrees to defend and hold Lessor free and harmless from liability for all claims for any loss, damage, injury or death arising from the condition of the premises or use of the premises by Lessee, together with all costs and expenses in connection therewith.

21. PROPERTY DAMAGE, FIRE AND CASUALTY INSURANCE.

(A) At all times during the term of this Lease, Lessee shall carry fire and casualty insurance with an extended coverage endorsement covering not less than the full insurable value of all improvements on the Leased Premises. Said policy shall be obtained from a reliable insurance company authorized to do business in the Navajo Nation and in the State of Arizona, and shall be written to protect Lessee and Lessor and an Encumbrancer, if any, and shall provide for notification to Lessor, and any Encumbrancer prior to any material change, cancellation or non-renewal of said policy for any reason, including non-payment of premiums. Upon written request therefor, copies of said policy shall be furnished to Lessor.

(B) Subject to the provisions of subsections (C) and (D) of this section, in the event of destruction of or damage to any improvement on the Leased Premises, Lessee shall promptly replace or repair the destroyed or damaged improvement to a condition as good or better than before the destruction or damage occurred.

(C) In the event of destruction of or damage to any improvement on the Leased Premises, Lessee shall have the option not to replace or repair said improvement. Lessee shall provide Lessor with written notice of exercise of Lessee's option within thirty (30) days of the said event of damage. Should Lessee exercise its option to not to replace or repair in accordance with this subsection, this Lease shall terminate ninety (90) days after the effective date of notice thereof and all proceeds of fire and damage insurance shall be paid to Lessor. Lessee shall clear the Leased Premises of all debris prior to termination of this Lease.

(D) In the event of destruction of or damage to any improvement on the Leased Premises while an Approved Encumbrance remains in effect, the proceeds of fire and damage insurance equal

to the amount of destruction or damage to the encumbered improvements (but not exceeding the remaining balance of the Approved Encumbrance) shall be paid to Encumbrancer on the condition that Encumbrancer agrees to perform and comply with Lessee's replacement and repair obligations set forth in subsections (B) and (C) of this section. If such amount paid to Encumbrancer is sufficient to repair the destroyed or damaged improvements with respect to which it was paid, or, if within three (3) months after such payment by the insurer to Encumbrancer, Lessor or Lessee shall deposit with Encumbrancer sufficient additional funds, if any, required to completely replace or repair the destruction or damage, upon written order of Lessor or Lessee, Encumbrancer shall pay such the costs of such replacement or repair, and such payment shall not be deemed a payment or credit on the Approved Encumbrance. Otherwise, at the expiration of such three (3) months said sum so paid by the insurer to Encumbrancer shall be applied and credited on the Approved Encumbrance.

(E) With the prior written approval of Lessor, which will not be unreasonably withheld, the insurance obligation under this section may be satisfied by a self-insurance program maintained by Lessee or by other means of alternative performance satisfactory to Lessor.

22. INSPECTION.

The Lessor and its authorized representatives shall have the right, upon reasonable notice to Lessee, to enter upon the Leased Premises, or any part thereof, to inspect the same and all improvements erected and placed thereon for purposes, including, but not limited to, conditions affecting the health, safety and welfare of those entering the premises, the protection of the Leased Premises, any improvements thereto or any adjoining property or uses, or compliance with applicable environmental health or safety laws and regulations. No showing of probable cause shall be required for such entry and inspection. If testing for environmental contamination reveals environmental contamination in violation of applicable law, Lessee shall pay the costs of such testing provided such contamination arose due to Lessee's acts or omissions. Nothing in this section shall limit Lessee's obligation under applicable law or this Lease to perform testing or remediation or otherwise limit Lessee's liability.

23. INDEMNIFICATION.

Except to the extent of the negligence or intentional misconduct of the Nation and its agents, employees and contractors, Lessee shall defend, indemnify and hold harmless the Navajo Nation and their authorized agents and employees against any liability for loss of life, personal injury and property damages arising from the construction on or maintenance, operation, occupancy or use of the Leased Premises by Lessee. Notwithstanding the foregoing, as an ISDEAA tribal organization operating the Leased Premises pursuant to a compact with the United States Indian Health Service, Department of Health and Human Services, Lessee is covered by the Federal Tort Claims Act ("FTCA") for all claims arising under the programs, functions, services and activities performed under its ISDEAA compact. The indemnification provided herein shall not apply to any claim, liability, or action that is covered by the FTCA, which shall be tendered to the United States Department of Health and Human Services. Nothing contained herein shall be deemed as a waiver of Lessee's or Lessor's right to assert that a claim is covered by the FTCA. Lessor shall promptly advise Lessee of any claim, liability, or action related to the Leased Premises of which it has knowledge of so that such claim may be properly tendered to the federal government.

24. MINERALS.

All minerals, including sand and gravel, contained in or on the Leased Premises are reserved for the use of Lessor. Lessor also reserves the right to enter upon the Leased Premises and search for and remove minerals located thereon, paying just compensation for any damage or injury caused to Lessee's personal property or improvements constructed by Lessee.

25. EMINENT DOMAIN.

If the Leased Premises or any part thereof is taken under the laws of eminent domain at any time during the term of this Lease, Lessee's interest in the Leased Premises or the part of the Leased Premises taken shall thereupon cease. Compensation awarded for the taking of the Leased Premises or any part thereof, including any improvements located thereon, shall be awarded to Lessor and Lessee as their respective interests may appear at the time of such taking, provided that Lessee's right to such awards shall be subject to the rights of an Encumbrancer under an Approved Encumbrance.

26. DELIVERY OF PREMISES.

At the termination of this Lease, Lessee shall peaceably and without legal process deliver up the possession of the Leased Premises in good condition, usual wear and tear excepted. Upon the written request of the Navajo Nation, Lessee shall provide to the Navajo Nation, at Lessee's sole cost and expense, an environmental audit assessment of the Leased Premises at least sixty (60) days prior to delivery of said premises.

27. HOLDING OVER.

Holding over by Lessee after termination of this Lease shall not constitute a renewal or extension thereof or give Lessee any rights hereunder or in or to the Leased Premises or to any improvements located thereon.

28. ATTORNEY'S FEES.

Lessee agrees to pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by Lessor in enforcing the provisions of this Lease or in pursuing an action against Lessee or any Sublessee for breach, default or liability arising under this Lease.

29. AGREEMENT TO ABIDE BY NAVAJO NATION LAWS AND FEDERAL LAWS.

Lessee and the Lessee's employees, agents, and sublessees and their employees and agents agree to abide by all laws, regulations, and ordinances of the Navajo Nation and all applicable laws, regulations and ordinances of the United States now in force and effect or as may be hereafter in force and effect including, but not limited to the Navajo Preference in Employment Act, 15 N.N.C. §§ 601 *et seq.* (NPEA) and the Navajo Nation Business Opportunity Act, 5 N.N.C. §§ 201 *et seq.* (NNBOA).

30. GOVERNING LAW AND CHOICE OF FORUM.

Except as prohibited by applicable federal law, the law of the Navajo Nation shall govern the construction, performance and enforcement of this Lease. Any action or proceeding brought by Lessee against the Nation in connection with or arising out of the terms and conditions of this Lease, to the extent authorized by Navajo law, shall be brought only in the courts of the Nation, and no such action or proceeding shall be brought by Lessee against the Nation in any court or administrative body of any State.

31. DISPUTE RESOLUTION.

In the event that a dispute arises under this Lease, the Parties agree to, before initiating any action or proceeding, use their good faith efforts to resolve such disputes through mediation, informal discussion, or other non-binding methods of dispute resolution in connection with this Lease.

32. CONSENT TO JURISDICTION.

Lessee hereby consents to the legislative, executive and judicial jurisdiction of the Navajo Nation in connection with all activities conducted by the Lessee within the Navajo Nation.

33. COVENANT NOT TO CONTEST JURISDICTION.

Lessee hereby covenants and agrees never to contest or challenge the legislative, executive or judicial jurisdiction of the Navajo Nation on the basis that such jurisdiction is inconsistent with the status of the Navajo Nation as an Indian nation, or that the Navajo Nation government is not a government of general jurisdiction, or that the Navajo Nation government does not possess police power (i.e., the power to legislate and regulate for the general health and welfare) over all lands, persons and activities within its territorial boundaries, or on any other basis not generally applicable to a similar challenge to the jurisdiction of a state government. Nothing in this section shall be construed to negate or impair federal responsibilities with respect to the Leased Premises or to the Navajo Nation.

34. NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing in this Lease shall be interpreted as constituting a waiver, express or implied, of the sovereign immunity of the Navajo Nation.

35. OBLIGATIONS TO THE UNITED STATES.

It is understood and agreed that while the Leased Premises are in trust or restricted status, all of Lessee's obligations under this Lease and the obligations of its sureties are to the United States as well as to Lessor.

36. NOTICES AND DEMANDS.

(A) Any notices, demands, requests or other communications provided for in this Lease, or given or made in connection with this Lease, (hereinafter referred to as "notices,") shall be in writing and shall be addressed as follows:

To or upon Lessor:

President, The Navajo Nation
Office of the President/Vice-President
Post Office Box 9000
Window Rock, Navajo Nation (Arizona) 86515
Fax: (928) 871-7005

To or upon Lessee:

Chief Executive Officer, Tuba City Regional Health Care Corporation
P.O. Box 600
Tuba City, Navajo Nation (Arizona) 86405
(866) 976-5941

(B) All notices shall be given by personal delivery, by registered or certified mail, postage prepaid, or by facsimile transmission, followed by surface mail. Notices shall be effective and shall be deemed delivered: if by personal delivery, on the date of delivery if during normal business hours, or if not during normal business hours on the next business day following delivery; if by registered or certified mail, or by facsimile transmission, followed by surface mail, on the next business day following actual delivery and receipt.

(C) Lessor and Lessee may at any time change its address for purposes of this section by notice.

37. SUCCESSORS AND ASSIGNS.

The terms and conditions contained herein shall extend to and be binding upon the successors, heirs, assigns, executors, administrators, employees and agents, including all contractors and subcontractors, of Lessee. Except as the context otherwise requires, the term "Lessee," as used in this Lease, shall be deemed to include all such successors, heirs, executors, assigns, employees and agents.

38. RESERVATION OF JURISDICTION.

There is expressly reserved to the Navajo Nation full territorial legislative, executive and judicial jurisdiction over the area under the lease and all lands burdened by the lease, including without limitation over all persons, including the public, and all activities conducted or otherwise occurring within the area under the lease; and the area under the lease and all lands burdened by the lease shall be and forever remain Navajo Indian Country for purposes of Navajo Nation jurisdiction.

39. EFFECTIVE DATE; VALIDITY.

This Lease shall take effect on the date it is approved by the Navajo Nation. This Lease, and any modification of or amendment to this Lease, shall not be valid or binding upon either party until it is approved by the Navajo Nation.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the date first above written.

THE NAVAJO NATION, LESSOR

By: _____

Buu Nygren, President

**TUBA CITY REGIONAL HEALTH CARE
CORPORATION, LESSEE**

By: _____

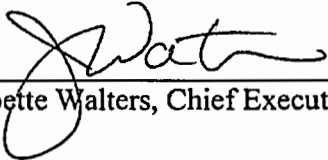

Joette Walters, Chief Executive Officer

Exhibit A

**Legal Description
and Survey Map of Leased Premises**

RESULTS OF SURVEY

TUBA CITY REGIONAL HEALTH CARE CENTER SEWER LAGOON TRACT

30.00 ± ACRES
LOCATED IN UNSURVEYED SECTION 21,
T. 34 N., R. 09 E., G. & S. R.M.

COPPERMINE, COCONINO COUNTY, ARIZONA
COPPERMINE CHAPTER, DISTRICT 01, NAVAJO NATION

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED WITHIN SECTION 21, TOWNSHIP 34 NORTH, RANGE 09 EAST, GLA & SALT RIVER MERIDIAN, IN COPPERMINE, COCONINO COUNTY, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 22 MARKED BY B.L.M. BRASS CAP, FROM WHICH THE NORTH QUARTER CORNER OF SECTION 32 LIES S 89°43'13" W, A DISTANCE OF 2640.05 FEET (BASIS OF BEARINGS, GPS DERIVED); WEST, 2640.00 FEET PER B.L.M. SURVEY PLAT 1294-4B, DATED MAY 9, 2013, R1; THENCE N 05°58'37" E, A DISTANCE OF 5345.92 FEET TO A 5/8" REBAR WITH PLASTIC CAP STAMPED "GPS RLS 42045"; SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE N 07°32'45" W, A DISTANCE OF 1200.00 FEET TO A 5/8" REBAR WITH PLASTIC CAP STAMPED "GPS RLS 42045"; THENCE N 89°43'13" W, A DISTANCE OF 1089.00 FEET TO A 5/8" REBAR WITH PLASTIC CAP STAMPED "GPS RLS 42045"; THENCE S 89°43'13" W, A DISTANCE OF 1089.00 FEET TO A 5/8" REBAR WITH PLASTIC CAP STAMPED "GPS RLS 42045"; THENCE S 89°43'13" W, A DISTANCE OF 1089.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL BEING 30.00 ACRES MORE OR LESS AND BEING SUBJECT TO ANY AND ALL EXISTING EASEMENTS FOR UTILITIES LOCATED THEREIN.

EXHIBIT 'A'

REFERENCES:

- (R1) SURVEY PLAT OF T. 34 N., R. 09 E., G. & S. R.M., BUREAU OF LAND MANAGEMENT, DATED MAY 9, 2013.
- (R2) SURVEY PLAT OF T. 34 N., R. 09 E., G. & S. R.M., BUREAU OF LAND MANAGEMENT, DATED MAY 9, 2013.
- (R3) CONSTRUCTION PLAN FOR BODWAY GAP PIPELINE PROJECT, BROWN CALDWELL, DATED OCTOBER 1, 2021.
- (R4) AS-BUILT OF US HIGHWAY 89T, 89T, CN 000 H8645 D1G, ARIZONA DEPARTMENT OF TRANSPORTATION, DATED JANUARY 28, 2014.
- (R5) RESOLUTION OF THE COPPERMINE CHAPTER, CO-04-070-07, DATED APRIL 15, 2007.
- (R6) RESOLUTION OF THE COPPERMINE CHAPTER, CO-11-006-23, DATED NOVEMBER 22, 2022.

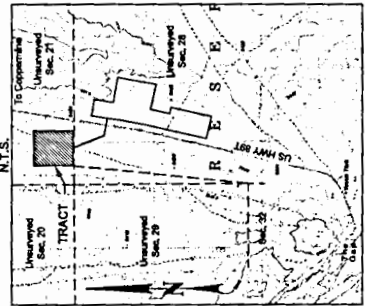
BASIS OF BEARINGS:
THE NORTH SECTION LINE OF SECTION 32, T. 34 N., R. 9 E., WITH A GPS DERIVED BEARING OF S 89°43'13" W AND A B.L.M. BEARING OF WEST PER B.L.M. PLAT 1294-4B.

SURVEYOR'S NOTE:

1. THE LOCATION OF THE BOUNDARY OF THIS TRACT WAS A DECISION MADE BY THE TUBA CITY REGIONAL HEALTH CARE CENTER. THIS SURVEY MAKES NO STATEMENT REGARDING RIGHTS TO THIS TRACT OR PRIOR RIGHTS WHICH MAY HAVE EXISTED PRIOR TO THIS SURVEY.

CERTIFICATION:
THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WERE MADE UNDER MY DIRECTION DURING THE MONTH OF NOVEMBER OF 2022, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

HALBERT O. GOLDTOOTH, AZ RLS 42048



GOLDTOOTH PRECISION SOLUTIONS, INC.

P.O. BOX 640 TUBA CITY, AZ 86045 PH: (929) 632-9035

Job No.: 22287

Surveyed: November 2022

File: 22387 TCR/CC Gap Health
Center Lagoon.dwg

Drawn by: H. Goldtooth

Checked by: H. Goldtooth

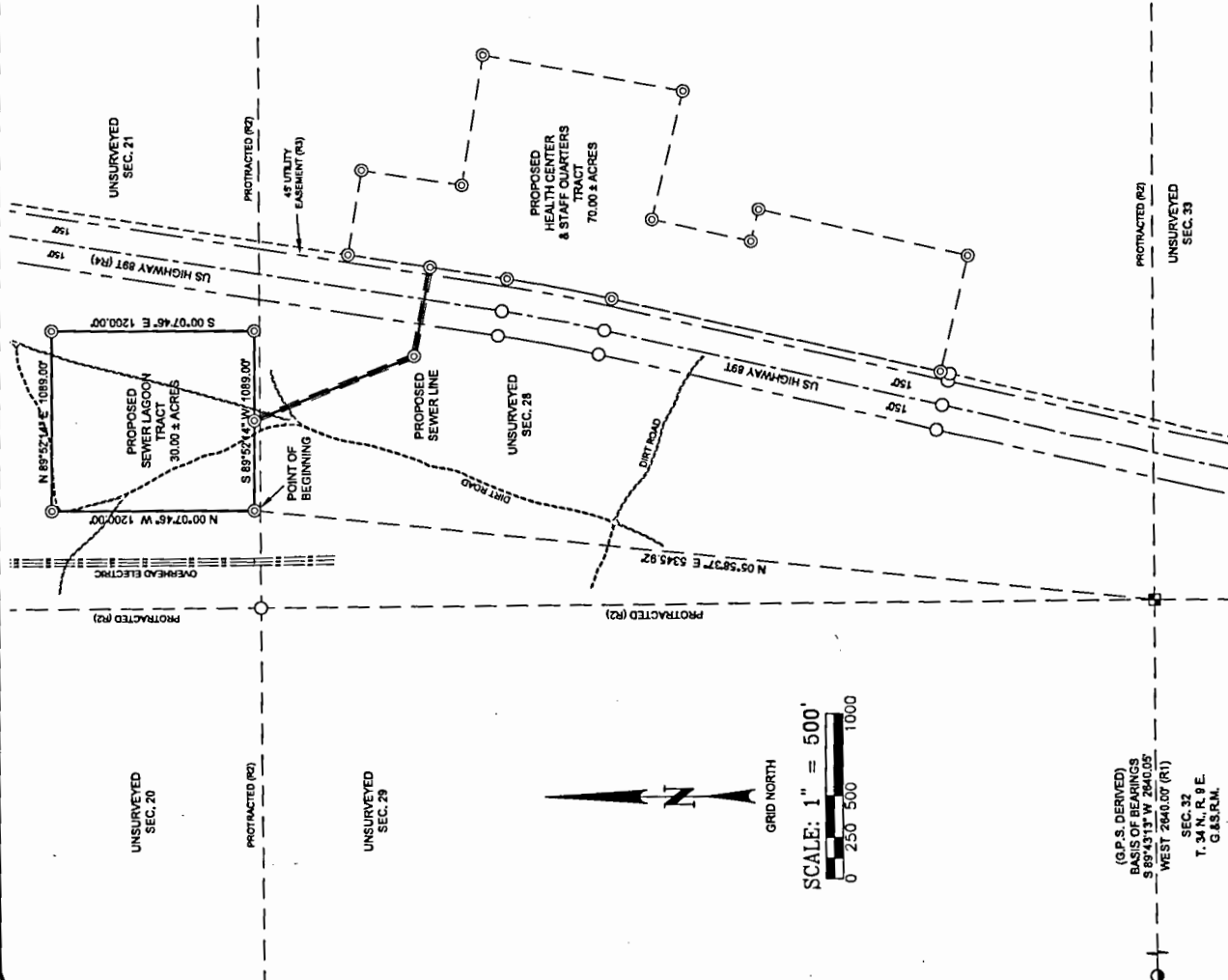
Revised: n/a

Scale: 1"=500'

Sheet: 1 of 1

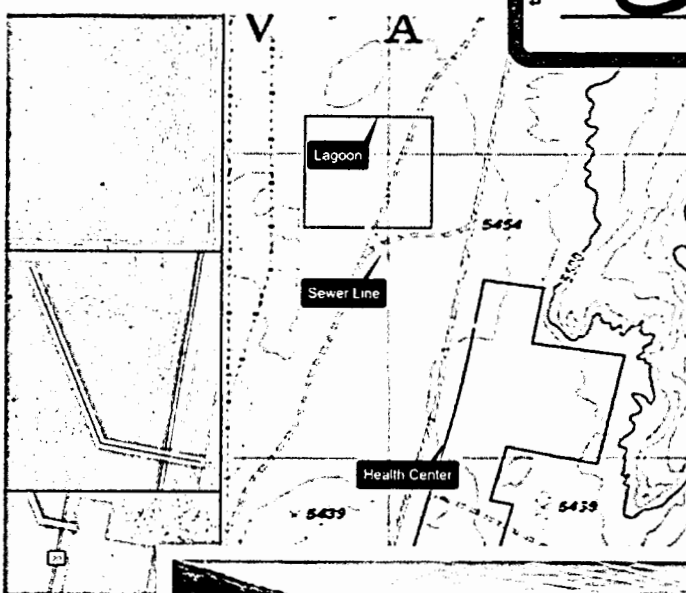


Halbert O. Goldtooth, AZ RLS



CONTROL MONUMENTS:
POB: LAT 36°19'25.5965" N; LONG 111°26'01.8675" W
SECTION CORNER: LAT 36°19'23.0524" N; LONG 111°26'22.2925" W
1/4 CORNER: LAT 36°19'23.0542" N; LONG 111°26'54.3394" W

- LEGEND:
- - FOUND 3" BRASS CAP, B.L.M. SECTION CORNER
 - - FOUND 3" BRASS CAP, B.L.M. 1/4 CORNER
 - - SET 5/8" REBAR WITH PLASTIC CAP STAMPED "GPS RLS 42045"
 - - CALCULATED POINT, NOTHING FOUND OR SET



BODAWAY/GAP HEALTHCARE FACILITY ENVIRONMENTAL ASSESSMENT



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Environmental Assessment

July 2023

Bodaway Gap Health Care Center

Coppermine Chapter, Navajo Nation; Coconino County, Arizona

Prepared for:

Tuba City Regional Health Care Corporation
167 North Main St.
P.O. Box 600
Tuba City, Arizona 86045

and:

Navajo Nation Division of Natural Resources
General Land Development Department
P.O. Box 69
St. Michaels, Arizona 86511

Prepared by:

ETD, Inc.
2501 N. 4th Street, Suite 24
Flagstaff, Arizona 86004

Contact:

Eunice Tso
Principal
Tel: (928) 266-0044

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Acronyms:

AQI	Air Quality Index
BE	Biological Evaluation
BIA	Bureau of Indian Affairs
BLM	Bureau of Land Management
BMP	Best Management Practice
BRCF	Biological Resource Compliance Form
CE	Categorical Exclusion
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CLUP	Community Land Use Plan
CRI	Cultural Resource Inventory
DNR	Navajo Nation Division of Natural Resources
EA	Environmental Assessment
EIS	Environmental Impact Statement
ESA	Endangered Species Act
GIS	Geographic Information Systems
GLDD	Navajo Nation General Land Development Department
MRDS	Mineral Resource Data System
NAAQS	National Ambient Air Quality Standards
NEPA	National Environmental Policy Act
NESL	Navajo Endangered Species List
NFD	Navajo Forestry Department
NHPA	National Historic Preservation Act
N.N.C.	Navajo Nation Code
NNDFW	Navajo Nation Department of Fish and Wildlife
NNEPA	Navajo Nation Environmental Protection Agency
NNHP	Navajo Natural Heritage Program
NNHHPD	The Navajo Nation Heritage and Historic Preservation Department
RCRA	Resource Conservation and Recovery Act
TES	Threatened, Endangered, or Sensitive
USDA	United States Department of Agriculture
USDOI	United States Department of the Interior
USEPA	United States Environmental Protection Agency
USFWS	US Fish and Wildlife Service
USGS	United States Geological Survey
UST	Underground Storage Tank
WQ	Water Quality
WRCC	Western Regional Climate Center

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1.0 Introduction

1.1 Summary

Tuba City Regional Health Care Corporation (TCRHCC) is proposing to construct a health care facility that will include a health care center, housing, and infrastructure as well as a sewer lagoon and pipeline connection near Gap, Arizona along Navajo Route 20 (N-20), within Coppermine Chapter, Navajo Nation, Coconino County, Arizona. The health center facility will be situated on a 100-acre tract on both sides of N-20. The entire project footprint is on Tribal Trust land.

NEPA is a procedural statute intended to ensure Federal agencies consider the environmental impacts of their actions in the decision-making process. The NEPA process requires federal agencies to incorporate other relevant federal and tribal statutory and regulatory requirements, such as Endangered Species Act (ESA) evaluations and consultations, National Historic Preservation Act (NHPA) Section 106 consultation, and specific tribal statutes and regulations into decision making. NEPA regulations are found at 40 CFR Part 1500.

Under the Proposed Action, TCRHCC will apply for a lease from the Navajo Nation General Land Development Department (NNGLDD) for the housing development. The total lease area will be 100 acres. According to the Navajo Nation General Leasing Regulations of 2013 (CO-53-13), the NNGLDD issues land leases and permits for agriculture, public relations, education, recreation, telecommunications, and residential sites on fee and trust land. The environmental review requirements are set forth in Subchapter 8 of the leasing regulations. The NNGLDD will approve or deny the lease application.

1.2 Purpose and Need

TCRHCC operates various healthcare facilities in the western area of the Navajo Nation. Healthcare facilities are limited in this region. The closest inpatient and ambulatory services are provided by the Tuba City Regional Health Care Facility, approximately 31 miles southeast of Gap, Arizona. There is also a clinic located in LeChee, 37 miles to the north. The purpose of the proposed project is to expand access to healthcare services in the surrounding community. The new facility will serve Coppermine and nearby Bodaway/Gap communities as well as the small community of San Juan Southern Paiute. The site is easily accessible and will provide much needed health services to remote communities (IHS, 2021).

1.3 Location

The proposed project lies in northcentral Arizona on the Navajo Nation which is subdivided into 110 Navajo Chapters. The proposed project lies near the boundary intersection of Tuba City, Coppermine, and Bodaway/Gap Navajo chapters. While the project footprint is within the boundaries of Coppermine Chapter, it is closer to the Bodaway Gap Chapter House and population center.

The project site is adjacent to N-20, approximately 0.5 miles north of the Tsinaabaas Habitiin Elementary School and approximately 2 miles from the Bodaway/Gap Chapter House, located at the intersection of N-20 and U.S. Highway 89. The health care center and staff quarters will be located on the eastern side of BIA Rt 20, the sewer lagoon will be located on the western side of the road, and the sewer line connecting the two will bore beneath the road. See **Figure 1** for a general location map of the project area.

Tuba City Regional Health Care Corporation Bodaway/Gap Health Care Facility

Table 1. Location Information				
Site Name	Center Lat/Long Coordinates	Legal Description	USGS 7.5' quadrangle	Size of Tract
Bodaway Gap Health Center/Staff Quarters	36°19'16.83"N 111°25'46.55"W	T. 34 N., R. 9 E., S. 28, G.&S.R.M.	The Gap SW, AZ (1957)	70 Acres
Sewer Lagoon	36°19'17.88"N 111°25'44.79"W	T. 34 N., R. 9 E., S. 21, G.&S.R.M.	The Gap SW, AZ (1957)	30 Acres

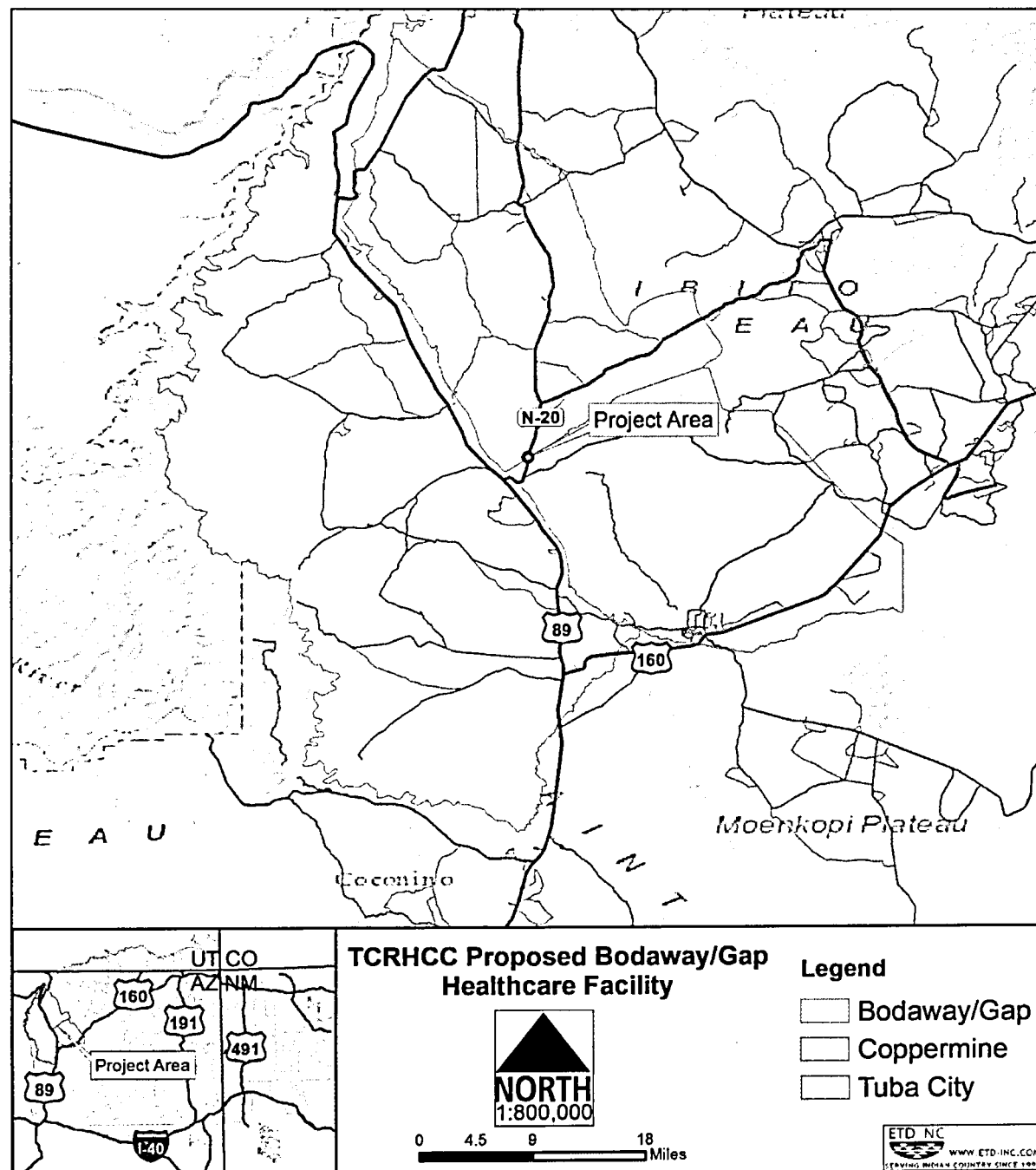


FIGURE 1. GENERAL LOCATION OF PROJECT AREA.

2.0 Proposed Action No-Action Alternative

2.1 Proposed Action

Under the Proposed Action, the Bodaway Gap Health Care Facility would comprise of a health care center, staff quarters, a sewer lagoon, and waterline and powerline connections (IHS, 2021). In addition, a helipad and parking lots are proposed. The staff quarters would include multi-family apartment units and single-family housing units totaling 92 units. The health care center and staff quarters (70-acres) will be situated on the east side of N-20 and a sewer lagoon (30-acres) will be constructed on the west side of N-20, and a 1,565-foot sewer line to connect the two will cross under N-20. The sewer line will require a 30-foot wide easement (IHS, 2021). Project activities will include clearing vegetation, grading construction areas, and excavating earth to install foundations and utility line extensions. Installation of the sewer line will require boring under N-20. Waterline extensions will connect from a newly developed pipeline that runs parallel to N-20 on the east side. Figure 2 presents a map showing the project boundaries.

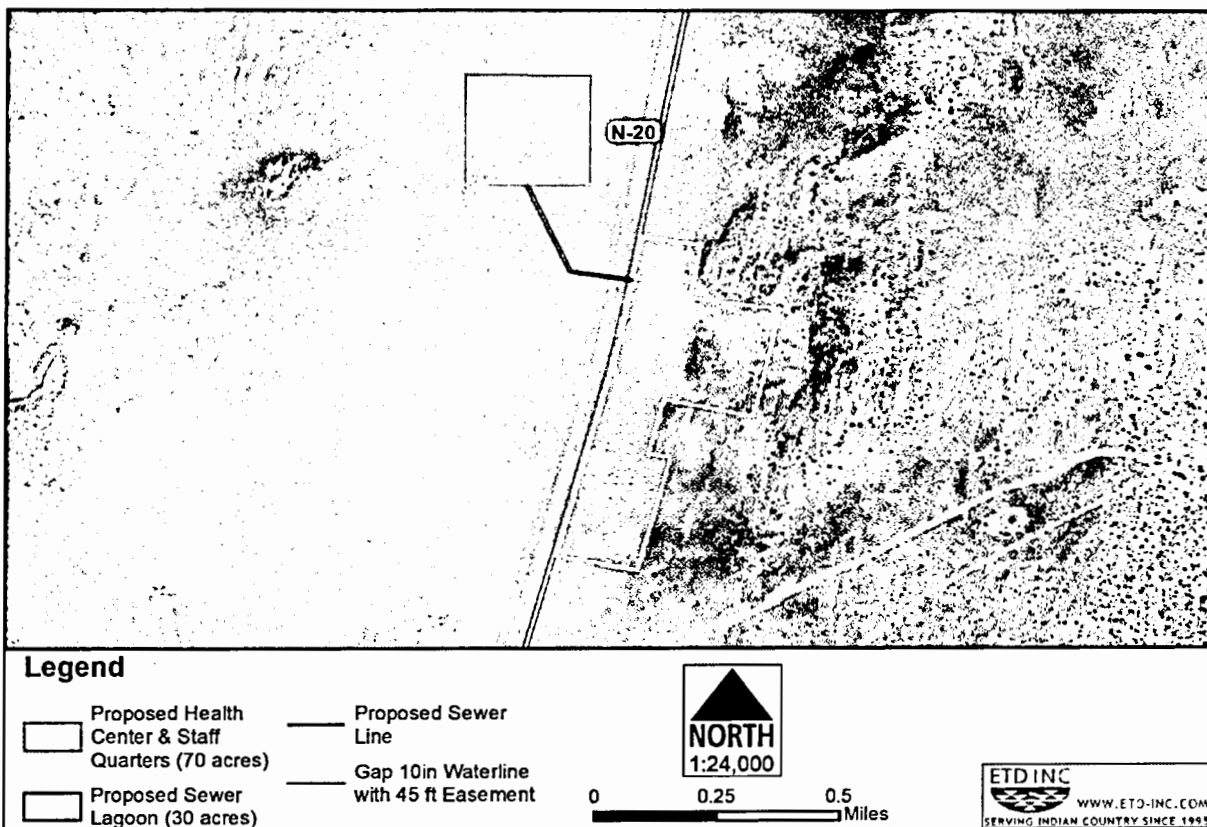


FIGURE 2. BOUNDARIES OF PROJECT AREA.

2.2 No-Action Alternative

Under the No-Action Alternative, the proposed health center and staff quarters facility and sewer lagoon site would not be constructed. There would be no physical change to the project area. Though, the surrounding community would continue to suffer from limited access to healthcare.

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3.0 Affected Environment

3.1 Introduction

This chapter describes the current resources and conditions of the project area in order to establish baseline conditions upon which the impacts are described in Chapter 4. Described resources and conditions include land, water, atmospheric, biotic, and cultural resources, socioeconomics, resource use patterns, and other values.

3.2 Land Resources

This section discusses the geology, topography, soils, and mineral resources in and around the project area.

3.2.1 Geology and Mineral Resources

The Colorado Plateau encompasses about 140,000 square miles in the four corners region and extends through the northern half of Arizona up through Utah and Colorado. The structure of the plateau is dominated by basement-cored uplifts associated with monoclines, which were constructed during the Late Cretaceous through early Tertiary Laramide orogeny (Davis, G.H. and Bump, A.P., 2009). The project area lies on the east side of the Echo Cliffs Monocline on the Kaibeto Plateau. Rock units exposed in the area are part of the Glen Canyon Group from the early Jurassic period according to the Arizona Geologic Map (AZGS, 2000). The unit is described as conspicuously red, cross-bedded Wingate Sandstone and conspicuously cross-bedded, eolian, red to buff Navajo Sandstone, forming prominent cliffs in northern Arizona. West of the ridge of the Echo Cliffs, older units such as the Chinle Formation, Moenkopi Formation, and Permian sedimentary rocks are exposed. Atop Crooked Ridge, 2 miles east of the project extent, early Permian to Pennsylvanian sedimentary rocks overlay the Glen Canyon formation (AZGS, 2000). See Figure 2.

The Navajo Abandoned Mine Lands Reclamation Department (NAMLRD) keeps records of abandoned uranium mines (AUMs) on Navajo Nation.

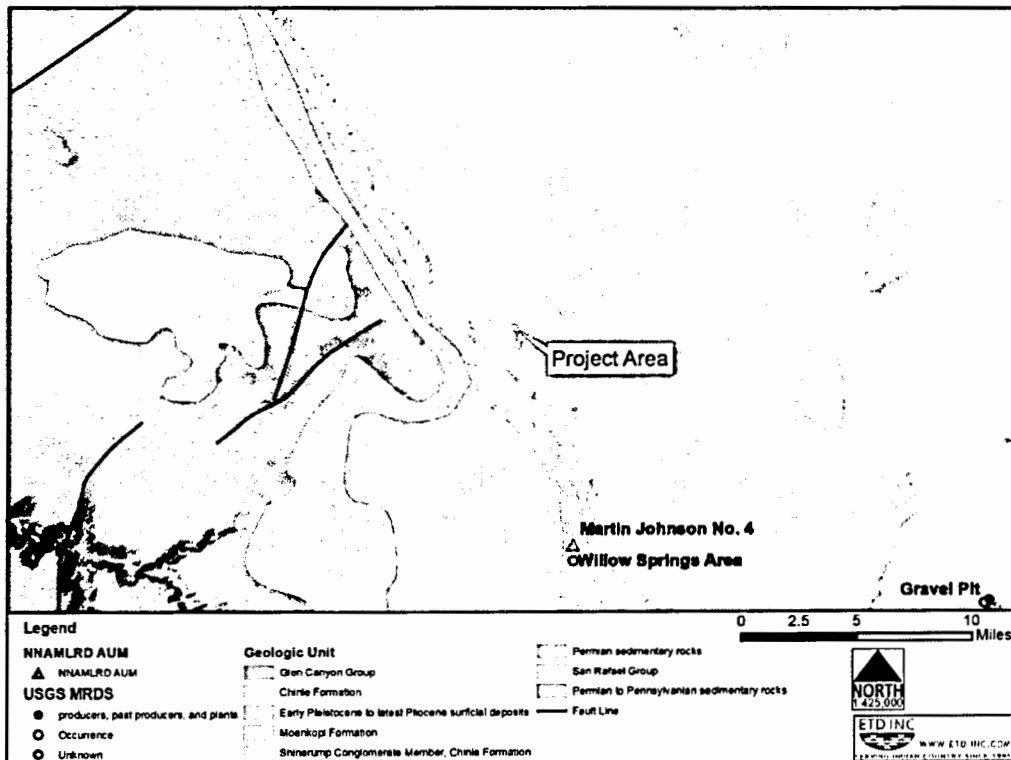


FIGURE 3. GEOLOGY AND MINERAL RESOURCES OF PROJECT AREA.

According to this source, there are no AUMs within 5 miles of the project area. The closest AUM site is Martin Johnson No. 4, located 10 miles south of the project area (NNAMLRD, 2022). U.S. Geological Survey (USGS) maintains a database of mines in their Mineral Resource Data System (MRDS). According to this source, there are no mines within 1 mile of the proposed project. The nearest mine is the Willow Springs Area (MRDS ID TC38859) a non-metallic occurrence development of shale 10 miles to the south. Other mine sites in the surrounding area include several gravel pits further southeast from the Willow Springs Area site (USGS, 2023). See Figure 2.

3.2.2 Topography

The project area lies in the Kaibito Plateau Region of the western Navajo Nation. The topography of the project area is characterized by large rolling hills with outcrops of sandstone and ridges. Echo Cliffs, a significant nearby feature, reach over 6,000 feet elevation above main sea level (amsl), and extend 70 miles north. The project is located north of a section of the Echo Cliffs called the Gap, where the cliffs briefly separate leaving a 2.5-mile space between the cliff faces. The elevation of the project site ranges between 5,400 feet and 5,500 feet amsl. The healthcare center and staff quarters are positioned around a sandstone outcrop at the end of Crooked Ridge to the west that is around a mile long and reaches about 100 feet higher than the project footprint. The project site slopes slightly from east to west at approximately 2-5%.

3.2.3 Soils

Soil data surrounding the project area was gathered from the United States Department of Agriculture (USDA) National Resource Conservation Service (NRCS) Web Soil Survey. From this source, it was determined that the project area contains two soil complexes: the Mespun-Rock outcrop-Naicase complex with 1-25% slopes (map unit 22) and the Mido, loamy substratum-Arches-Ustic Haplocalcids complex, crooked ridge with 2-10% slopes (map unit 26). Ecological sites within the project area include Sandy Upland 10-14" p.z. (R035XA118AZ), Sandy Upland 10-14" p.z. *Warm* (R035XC373AZ), Sandstone Upland 10-14" p.z. (R035XA115AZ), and Sandstone Upland 10-14" p.z. *Warm* (R035XC333AZ) (Map unit 22 is defined along the far east edges along the neighboring ridge and on most of the sewer lagoon area. Typical profiles of the soil complex consist of sand and fine sand derived from Navajo sandstone residuum, which is excessively drained, with a negligible runoff class. Subsequently, it has no frequency of flooding or ponding and the depth to a water table is over 80 inches. Map unit 26 is found through the majority (65.9%) of the project area through the middle of the planned development. Typical profiles of the soil include sand, gravelly sand, and sandy clay loam derived from eolian sands and/or colluvium derived from sandstone. The soils are excessively drained with a low runoff class with no frequency of flooding or ponding and the depth to water table is over 80 inches. Neither of the soil complexes are considered unique or prime farmland (NRCS, 2023).

3.3 Water Resources

3.3.1 Surface Water and Wetlands

Surface Water. According to the USGS Watershed Boundary Dataset, the project area is within the 16-digit Hydrological Unit Code 12-150200180400 Well Number One sub watershed within the Moenkopi Wash Subbasin, and Little Colorado Basin (USGS, 2023). Within this area, drainage is defined by Echo Cliffs. Drainage at the project area generally flows south along BIA Rt 20. The nearest permanent drainages are Hamblin Wash that parallels the base of Echo cliffs, 1.5 miles to the southwest and Billy Goat Wash located further north. These drainage channels and others in the area eventually flow into the Colorado

River (20 miles to the west). Figure 3 displays the water resources and drainage patterns in the project area.

Wetlands. According to the National Wetlands Inventory, wetlands near the project area include Hamblin Wash, Billy Goat Wash, Sheep Wash, and Shinumo Wash, as well as the ephemeral drainage paths and washes leading to these features (see Figure 4). The nearest wetland feature to the project is an intermittent seasonally flooded streambed which drains to Hamblin Wash. This feature is 0.5 miles south of the project extent.

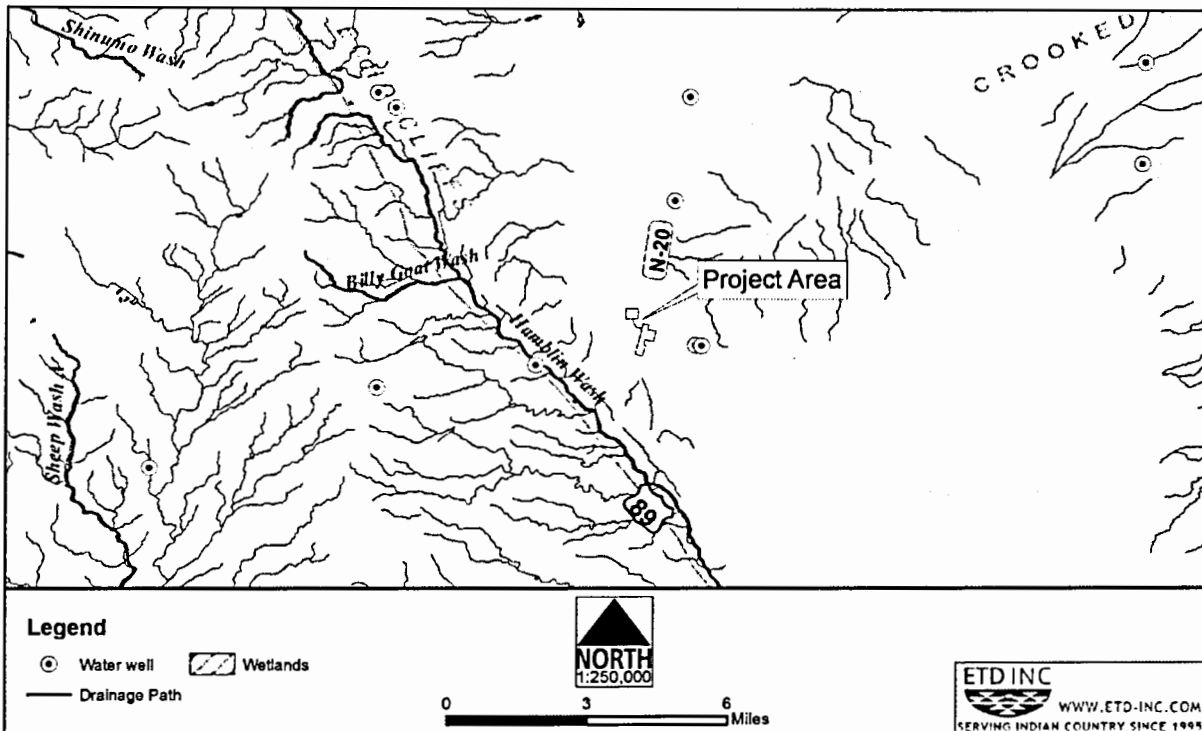


FIGURE 4. WATER RESOURCES OF PROJECT AREA.

3.3.2 Groundwater

Generally, the aquifers in the Colorado Plateau area are composed of permeable, moderately to well-consolidated sedimentary rocks. These rocks range in age from Permian to Tertiary and vary greatly in thickness, lithology, and hydraulic characteristics (Leving, G.W. et al., 1996). According to data prepared for the USEPA through an interagency agreement with the US Army Corps of Engineers (USACE, 2018), there are 2 wells within 1 mile of the project area. Both wells are operated by NTUA and draw from Navajo Sandstone of the Glen Canyon Group at a depth of about 600 feet. Other surrounding wells include domestic wells operated by the tribe and private owners. These wells collect from the Shinarump Member of the Chinle Formation, Moenkopi Formation, and Navajo Sandstone of the Glen Canyon Group at depths ranging from 100 to 610 (USACE, 2018). See Figure 4 for proximity of wells to the project area.

3.3.3 Floodplains

The Federal Emergency Management Agency (FEMA) provides floodplain hazards maps called Flood Insurance Rate Maps (FIRMs). Most of the Navajo Nation has not been surveyed by FEMA for the National Floodplain Hazards. The project is located within FEMA Firm map 04005C2425G, which has not been

studied and maps of floodplain hazards have not been printed (FEMA, 2021). The project is located near the edge of the Kaibito Plateau and is subject to a southerly-trending drainage pattern. The site is approximately 150 feet above the nearest permanent drainage and is unlikely to be in a floodplain (IHS, 2021).

3.4 Atmospheric Resources

This section describes the current air quality/visibility and climate change conditions within the project area.

3.4.1 Air Quality/Visibility

Visibility is a critical resource value in the southwest, particularly because Navajo Nation is located near National Parks, Recreation, and wilderness areas where visibility requirements are most stringent. The National Ambient Air Quality Standards (NAAQS) establishes ambient levels for criteria pollutants using health and welfare-based criteria. While air quality is “unclassified” for the NAAQS on the Navajo Nation, it is assumed to be in-attainment of these standards according to maps posted on the U.S. Environmental Protection Agency (USEPA) website (USEPA, 2020a). Information on this website is submitted to USEPA by the Navajo Nation Environmental Protection Agency (NNEPA), who has air quality monitoring stations around the Navajo Nation that monitor for criteria pollutants under NAAQS. According to AirNow, the Air Quality Index for the Ozone was 36 on January 16, 2023, which is considered good (AirNow, 2023).

3.4.2 Climate Change

The Western Regional Climate Center maintains climate data summaries collected at a number of cooperative (coop) stations across that nation; the nearest coop weather station to the project area is Tuba City, Arizona (028792). Based on data from this station, the average annual precipitation in this region is 6.40 inches. The highest monthly average maximum temperature occurs in July, reaching 93.8 degrees Fahrenheit (°F), and the lowest monthly average minimum temperature occurs in January, reaching 20.8°F. Winds in this region are generally from the west and southwest (WRCC, 2021).

Human activities (primarily the burning of fossil fuels) have fundamentally increased the concentration of greenhouse gases in Earth’s atmosphere, warming the planet (NASA, 2021). Both Arizona, New Mexico, and Utah’s climate has warmed approximately 2°F in the last century, and this trend is expected to continue. These increases have been linked to recent swings on the Navajo Nation between intense drought and unusually wet periods. Ongoing drought and changes to climate in the region have also impacted livestock health through increased stress of availability of forage. Throughout the southwestern United States, heat waves are becoming more common, snow is melting earlier in spring, and unusual weather events are predicted to become more likely. In the coming decades, changing the climate is likely to decrease the flow of water in the Colorado River, threaten the health of livestock, increase the frequency and intensity of wildfires, and convert some rangelands to desert (USEPA, 2016). Climate change threatens natural resources and public health of tribal communities. Rising temperatures and increasing drought are likely to decrease the availability of certain fish, game, and wild plants on which the Navajo and other tribes have relied for generations. Water may be less available for domestic consumption, especially for those who are not served by either municipal systems or reliable wells. This includes about 30% of the people on the Navajo Nation, who must haul water to meet daily needs. Recurring drought and rising temperatures may also degrade the land itself. In western Navajo Nation, for example, the Great Falls Dune Field has advanced almost a mile in the last 60 years, threatening roads,

homes, and grazing areas. Extreme heat may also create health problems for those without electricity, including about 40% of the people on the Navajo reservation (Nania et al., 2014).

3.5 Biotic Resources

This section discusses the vegetation and wildlife; and threatened, endangered, and sensitive (TES) species found in project areas. A biological evaluation (BE) was conducted for the proposed project by Jean Marie of JE Fuller of Flagstaff, Arizona in January of 2023, which is summarized in this section.

3.5.1 Vegetation and Wildlife

According to southwest biotic communities defined by Brown (1994), the project area is mainly within the Great Basin Desert scrub community with some areas in the Great Basin Conifer Woodland community. The Great Basin Desert scrub community consists of a combination of both cold-temperature and warm-temperature vegetation. Species diversity is typically low with one shrub excluding populations of other woody species (Brown, 1994). There were several tree, shrub, sub-shrub, cacti and agave, forb, and grass species found in the project area. The most common vegetation observed in the project area includes sand sage, blackbrush Utah juniper and Torrey's Mormon tea. Non-native, invasive species including Russian thistle and common Mediterranean grass were also identified within the project area (JE Fuller, 2023).

The project area provides habitat for various terrestrial species. Species observed in the project area included the house finch, horned lark, red-tailed hawk, common raven, and white-tailed antelope squirrel. Additionally, several packrat middens and kangaroo and pocket mouse burrows were seen throughout the project area (JE Fuller, 2023).

3.5.2 TES Species

Section 7 of the Federal ESA requires that federally funded projects and federally approved projects must have a determination whether the continued existence of Federally-listed endangered or threatened species is likely to be affected and whether it will result in their critical habitats being destroyed or adversely modified. Similarly, the Navajo Endangered Species List (NESL) requires comparable determination for tribally listed species. The Navajo Nation Department of Fish and Wildlife (NNDFW) is responsible for ensuring compliance with the NESL, ESA, and laws that protect birds under the Migratory Bird Treaty Act (MBTA) and Bald and Golden Eagle Protection Act (BGEPA). The Navajo Nation is divided into 6 types of wildlife areas based on habitat sensitivity in order to direct development to areas where impacts to wildlife and their habitat will be less significant. The project area is located within land designated as Area 3 which is considered to be a "less sensitive area" with few restrictions on development (NNDFW 2008a).

JE Fuller sought information regarding special-status species that are known or have the potential to occur in or around the project area under NNDFW Data Request #23jefhg101. The list of TES species obtained from NNDFW included species listed on the Navajo Endangered Species List (NESL) and species listed by the U.S. Fish and Wildlife Service (USFWS) as threatened, endangered, or candidate under the ESA, as well as birds protected under the MBTA and BGEPA. A list of threatened, endangered, or candidate species was also obtained from the USFWS Information Planning and Consultation System (IPaC). According to information provided by the NNDFW and USFWS, there are 5 special-status species identified as having potential habitat within the vicinity of the project area. These include the ferruginous hawk, yellow-billed cuckoo, southwestern willow flycatcher, Parish's alkali grass, and Welsh's milkweed. Additionally, 2

special-status species are documented as occurring within 1-3 miles of the project area, including the golden eagle and California condor.

JE Fuller conducted a habitat evaluation survey of the proposed project area on January 12, 2023, to assess habitat and determine potential effects, if any, the Proposed Action may have on special-status species listed by NNDFW and USFWS. The habitat evaluation survey was conducted within a 200-foot buffer of the project area. Following survey, 3 species were excluded due to lack of habitat observed in the project area, including the yellow-billed cuckoo, southwestern willow flycatcher, and parish's alkali grass. While the Monarch butterfly was not listed as having potential habitat within or near the project area, habitat may be present in the region or vicinity of the project and the species was retained for analysis (JE Fuller, 2023). Habitat analysis and protection status of the 5 species retained for detailed analysis in the BE can be found in Table 2.

Table 2. TES Species Habitat Analysis (JE Fuller, 2023)		
Species	Status/ Protections	Habitat Analysis
Golden Eagle (<i>Aquila chrysaetos</i>)	NESL G3 BGEPA	Requires tall trees or cliff ledges for nesting purposes and uses forest clearings and open grasslands for foraging. Generally, this species occupies (nests and roosts) cliff ledges composed of sandstone, limestone, or volcanic rock and prefers to nest on ledges typically higher than 30 meters at elevations between 4,000- and 10,000-foot elevation
Ferruginous Hawk (<i>Buteo regalis</i>)	NESL G3	This species is listed as having potential habitat within the vicinity of the project area (NNDFW 2023). Found in badlands, flat or rolling desert grasslands and desert scrublands. Their distribution extends from North Dakota to northern Texas and west to Nevada. On the Navajo Nation, ferruginous hawks can be found year-round. Nesting habitat includes small buttes, short cliffs (<30 meters in height), or rock pinnacles, and occasionally in the tops of trees (Mikesic 2008b).
California Condor (<i>Gymnogyps californianus</i>)	EXPN NESL G4	Not listed as having potential habitat within or near the project area by the NNDFW (NNDFW 2023), but habitat may be present in the region or vicinity (USFWS 2023a). Additionally, AGFD documents this species as occurring within 2 miles of the project area (AGFD 2023). This species roosts and nests in crevices and ledges on tall, steep cliff faces within desert scrub, grasslands, or major river canyon walls, with easy approach from the air and protection from terrestrial predators (Mikesic 2008e). Once extirpated from their historic habitat in Arizona, a breeding population has been established via annual introductions of captive-bred individuals at Vermillion Cliffs (AGFD 2008). This species now ranges over limited areas of the western Navajo Nation.
Welsh's Milkweed (<i>Asclepias welshii</i>)	ESA LT NESL G3	Listed as having potential habitat in the vicinity or region of the project area, but not listed as occurring within 3 miles of the project area (NNDFW 2023; USFWS 2023a). This species is known to occur on the crest and lee slopes of active sand dunes derived from Navajo sandstone. The milkweed is found in sagebrush, juniper, and ponderosa pine communities at elevations between 4,700 to 6,250 feet elevation (AGFD 2021a; Roth 2001a).
Monarch Butterfly (<i>Danaus plexippus</i>)	ESA C	Not listed as having potential habitat within or near the project area (NNDFW 2023), but habitat may be present in the region or vicinity (USFWS 2023a). In general, breeding areas include all patches of milkweed in North America and some other regions. Monarchs in Arizona migrate to known overwintering destinations in both Mexico and California; small numbers overwinter in the lower deserts of southwestern Arizona.

BGEPA (Bald and Golden Eagle Protection Act); LT (Listed Threatened); C (Candidate); EXPN (Experimental Population, non-essential); NESL (Navajo Endangered Species List); NESL G3 (Group 3): "Endangered" — survival/recruitment likely to be in jeopardy in near future; NESL G4 (Group 4): Not enough info for listing in Group 2/3 but sufficient reason for concern

The habitat evaluation survey identified no evidence (stick nests or droppings) of golden eagle, ferruginous hawk, or California condor activity and no cliffs higher than 30 meters within 1 mile of the project area. However, there are rolling hills, ridges, and rock outcrops situated along most of the eastern and northern boundaries of the proposed health center and lagoon site. These rolling hills and rock outcrops were scanned during the biological survey for evidence of nesting raptors. No whitewash or stick nests were observed in the rock crevices, minor ledges, or atop taller trees; and none of these areas provide the ideal 30 meter or larger cliff nesting habitat for the golden eagle and ferruginous hawk or tall cliff faces required for California Condor. Cliffs within 2 miles of the project area were also scanned for potential nest sites and one large, suspected nest location with whitewash visible was observed approximately 1.35 mile to the west of the westernmost boundary of the project area on the eastern flank of the Echo Cliffs (see *Figures 4-6* for photos and map). This location could be a potential nest site for a variety of raptors. Other potentially suitable cliffs for nesting or roosting were observed beginning at approximately 1 mile east of the project area (with three small locations of visible whitewash) and approximately 1.15 mile south of the project area (no whitewash or potential nest sites were observed to the south)

No individual Welsh's milkweed plants were encountered during field survey of the project area. The habitat evaluation was conducted in the winter before the flowering period for this species; however, dried specimens are fairly conspicuous and suitable habitat can be identified throughout the year. Although the NRCD and geological description for the area note that the soil is composed of sand and dune features, there are no active dunes present, and all sandy areas were largely stabilized by vegetation within the project corridor. Some areas had less vegetation cover than others, but these areas were small in area, infrequently spaced, and did not appear to offer enough open habitat for Welsh's milkweed to establish in the project area.

There were no individual monarchs or nectar producing milkweed specimens observed within or near the project area during field survey. The monarch butterfly's host plants in the *Asclepias* genus were not observed during the field survey but have been documented as occurring within 20 kilometers of the project area. Many types of forbs were observed on-site (none were blooming at the time of the survey); and should a monarch pass through the area and prefer to feed from any of these species, there are likely vast quantities or similar habitat in the vicinity of the project area.

3.5.3 Agriculture and Livestock

Family farms and livestock grazing are part of the agricultural activities within the Navajo Nation. According to the 2017 Census of Agriculture, there are 124 farms and ranches in the Bodaway/Gap chapter, accounting for 3.4% of the western agency. The average market value of products sold per farm was \$3,077. The most prominent livestock in the chapter are sheep, with cattle and goats also represented in significant numbers. Corn accounts for the largest acreage used for crops. There are 232 total producers in the chapter with an average age of 59.5 (USDA-NASS, 2017).

3.6 Cultural Resources

Cultural resources are tangible remains of past human activity. A cultural resource or cultural property has a definite location of human activity, occupation, or use, normally greater than 50 years of age, and

is identifiable through field inventory, historical documentation, or oral evidence. They may include archaeological, historical, or architectural sites, structures, or places with important public and scientific uses, or traditional cultural or religious importance to specified social and/or cultural groups (USDA, 2022). The Navajo Nation Heritage and Historic Preservation Department (NNHHPD) has authority to determine if any historic or cultural artifacts are present within sites. Traditional Cultural Properties (TCPs) on the Navajo Nation include but are not limited to sites that have been blessed, sites where ceremonies occurred, trail shrines, rock art, marked and unmarked graves, places for gathering plants and minerals, prayer offering places, places associated with Navajo, clan, custom, or Holy Being origin stories and ceremonies, places that possess supernatural power, and places associated with individual life cycle rituals. If a TCP meets the criteria and criteria exceptions (36 CFR 800.2), it may qualify for the National Register of Historic Places (NRHP) and protection by Section 106 of the National Historic Preservation Act

A cultural resource inventory (CRI) of the proposed project and surrounding area was conducted by Mathilda Burke of MBurke Consulting of Flagstaff, Arizona under Navajo Nation Heritage & Historic Preservation Department (NNHHPD) permit number B221128. NNHHPD records indicate that there are 3 TCPs within the vicinity of the project area. TP 733-Crooked Ridge, TCP 688 – Echo cliffs, and TCP 697 – The Gap are located 0.5 miles, 1.5 miles, and 2 miles away from the project area, respectively. There were no historic sites or TCPs encountered during the cultural survey. However, 3 isolated occurrences and 2 previously surveyed In-Use areas were encountered. The isolated occurrences were found to be areas used for trash dumping. The in-use areas were previously surveyed for NEPA clean-up and have since been cleaned up and closed. The isolated occurrences and previously recorded in-use areas are not eligible to the NRHP because they do not meet criteria a through d and are not eligible to the ARPA because they do not meet the 100-year guideline. The isolated occurrences and previously recorded in-use areas are not protected under AIRFA and NAGPRA (MBurke, 2023).

An ethnographic interview was conducted with Stanley Fowler, Coppermine Chapter Grazing Official, concerning burials, sacred places, and plant/herb gathering areas in order to determine if there were any potential TCPs in or near the project area. Mr. Fowler stated he had no knowledge of any burials, sacred places, or plant/herb gathering areas occurring on or near the project area (MBurke, 2023).

3.7 Socioeconomics

This section discusses demographics, economics, and community infrastructure in the project area.

3.7.1 Demographics

Members of the Navajo Nation live a combination of traditional and modern lifestyles and their language is still thriving. Many have contemporary occupations both on and off the Navajo Nation while maintaining aspects of their culture, customs, and traditional lifestyles. Major influences on sociocultural conditions include cultural beliefs and values, socioeconomic trends including poverty, limited employment opportunities, high unemployment, housing shortages, and lack of infrastructure (BOR, 2016). Table 3 presents population summaries of the Bodaway/Gap Chapter in relation to Navajo Nation, Arizona, and United States summaries. According to the American Community Survey (ACS) 5-year estimate tables of the U.S. Census Bureau, 99.5% of the population of Bodaway/Gap identify as Native American. The population of Bodaway/Gap has shrunk slightly over the past 10 years, with the loss of 131 people. There are 461 households in total across Bodaway/Gap, with an average of 3.39 people per household, much higher than the U.S. average of 2.5 people per household. The average median age of Bodaway/Gap is

27.8, compared to the U.S. median age of 38.8 (US Census Bureau, 2020). Table 4 presents population data for Bodaway/Gap.

	2010	2020	Average Annual Growth	Median Age	Persons per Household
Bodaway/Gap	1,704	1,573	-7.7%	34.4	3.39
Navajo Nation	150,011	140,766	-6.1%	33.3	3.45
State of Arizona	6,392,017	7,151,502	11.9%	37.9	2.65
United States	308,745,538	331,449,281	38.8%	38.8	2.60

3.7.2 Economics

According to the U.S. Census Bureau, the major industry in Bodaway/Gap is arts, entertainment and recreation, and accommodation and food services, accounting for 45.1% of the workforce. Table 4 presents the economic summaries for Bodaway/Gap Chapter. Bodaway/Gap experiences a higher unemployment rate at % than Navajo Nation as a whole (13.5%). Both rates are significantly higher than the Arizona rate of 5.8% and the U.S. average of 6.3%. The average median household income of Bodaway/Gap is \$33,516, which is near the average for the Navajo Nation (\$30,275), but significantly lower than the State of Arizona at \$69,056, and the U.S. at \$69,717. Percentages of those below the poverty line are high in Bodaway Gap (36.2%) and Navajo Nation (33.9%), compared to that of Arizona (9.1%) and the United States (9.1%) (US Census Bureau, 2020).

	Major Industry	Unemployment Rate	Poverty Rate	Median Household Income
Bodaway/Gap	Arts, entertainment and recreation, and accommodation and food services (45.1%)	16.1%	36.2%	\$33,516
Navajo Nation Total	Educational services, health care, and social assistance (42.3%)	13.50%	33.9%	\$30,275
State of Arizona	Educational services, health care, and social assistance (22.0%)	5.8%	9.1%	\$69,056
U.S. National Average	Educational services, health care, and social assistance (23.5%)	6.3%	9.1%	\$69,717

3.7.3 Community Infrastructure

Utilities. NTUA is the primary utility provider for power, water, and wastewater across the Navajo Nation. Power lines currently run near the proposed project. The project sponsor will work with NTUA to plan, design and construct the sewer lagoon and the water and power line extensions. The proposed sewer lagoon was sized using a water balance equation assuming 100% evaporation to achieve a net zero mass balance for wastewater sufficient for use by the health center and other expected sources (IHS, 2021).

Transportation Networks. Roads are an especially important infrastructure and stretch 14,221 miles across the Navajo Nation. Major interstate and U.S. Highways on the reservation include Interstate 40, U.S. Highways 64, 89, 89A, 191, 163, 160, and 491. Roads also include State Highways and Roads, BIA Roads, Tribal Roads, county roads, and several unmarked and undocumented dirt roads. Roads are managed by Navajo Nation Department of Transportation, Bureau of Indian Affairs Department of Transportation, Counties, and the Arizona Department of Transportation. The main thoroughfare of the area is N-20 that connects US Highway 89 to the south and State Highway 98 to the north. A number of unpaved roads leading from these highways provide access to surrounding areas⁹. The proposed health center will be centered on and accessible from BIA Rt 20.

Educational Facilities. Educative institutions of Bodaway Gap include the Bodaway-Gap Head Start for pre-school and the Tuba City Unified School District for K-12 education.

3.7.4 Environmental Justice

Environmental justice has been defined as the pursuit of equal justice, protection, and involvement under law for all environmental status and regulations without discrimination based on race, ethnicity, and/or socioeconomic status (USEPA, 2022). As described in section 3.7.1, the population of the Navajo Nation is primarily Navajo or Native American. No environmental justice issues have been identified.

3.8 Resource Use Patterns

This section discusses resource use patterns such as recreation, hunting, fishing, gathering; timber harvesting; and land use plans.

3.8.1 Recreation, Hunting, Fishing, and Gathering

NNDFW oversees outdoor recreation, fishing, and hunting on the Navajo Nation. There are no established outdoor recreation areas within the project vicinity. To the north, NNDFW operates the Lake Powell Navajo Tribal Park, which offers boating, fishing, camping, and other recreational activities. The project area is within NNDFW Big Game Hunt Unit 10; however, the proximity of N-20 to the project likely deters the presence of big game in the area. The nearest NNDFW fishing lake is the White Mesa Lake, located approximately 25 miles northeast of the site. There are no current reports on the conditions of this lake.

3.8.2 Timber Harvesting

The Navajo Forestry Department is responsible for regulating the Nation's forests. There is currently no commercial or industrial timber harvesting on the Navajo Nation, except for individual firewood collection. The Department issues permits for said firewood collection. There are no forested areas near the project area.

3.8.3 Land Use Plans

While the Health Center is nearest to the Bodaway Gap Chapter house and population center, the land of the project area is within Coppermine Chapter. The Navajo Nation passed the Navajo Nation Local Governance Act (LGA) (Title 26 of the Navajo Nation Code) to recognize Chapter-level governance on the Nation. Under this act, Chapters can develop community-based land use plans and zoning ordinances to administer land. Coppermine Chapter is in the process of developing a land use plan. A Comprehensive Land Use Plan (CLUP) for Coppermine Chapter is currently being updated.

3.9 Other Values

This section discusses various other characteristics involved throughout the project area, including wilderness; noise and light; visual setting; public health and safety; Indian trust assets; and hazardous waste.

3.9.1 Wilderness

In 1964, the Wilderness Act was passed, establishing a network of over 800 federally designated wilderness areas in the National Wilderness Preservation System. This act essentially prohibits commercial activities and infrastructure additions from occurring in wilderness areas and aims to preserve and protect the natural ecosystems and wild areas “where the earth and its community of life are untrammelled by man, where man himself is a visitor who does not remain” (16 U.S.C. 1131-1136).... The nearest designated wilderness area is the Paria Canyon-Vermillion Cliffs Wilderness 33 miles north of the project area. The 112,500-acre wilderness known for its beauty and sandstone structures is managed by Bureau of Land Management (BLM, 2023).

3.9.2 Noise and Light

The Noise Control Act of 1972 (42 U.S.C. §4901 et seq.) was passed to preserve the health and welfare of the U.S. population, especially in urban areas. Noise restrictions and orders are largely controlled by State and Local Governments. There are no Navajo Nation noise regulations applicable to the proposed project. Sources of noise at the project area include natural phenomena such as wind, thunder, and rain as well as manufactured noise such as traffic along N-20. Light pollution at the project area is limited and primarily from traffic along N-20.

3.9.3 Visual Setting

According to the Navajo Nation’s Environmental Protection Act (§903): “The Navajo Nation shall employ its governmental authority pursuant to section 2 hereof, using all practicable means consistent with other essential government functions, for the following purposes: ... (B) To assure for all residents and/or visitors to the Navajo Nation a safe, healthful, productive, aesthetically pleasing and culturally appropriate environment; ... (F) To preserve important... natural aspects of the Navajo Nation.” The project area has several developed areas in the vicinity such as the Bodaway Gap Chapter House, Sinclair gas station, Tsinaabaas Habitiin School, and several trading establishments and homesites. These buildings are fairly dispersed, and the general visual setting includes open tracts of lands and long-range views of Echo Cliffs. There are also several transmission towers and lines which cross through the area.

3.9.4 Public Health and Safety

The Navajo Division of Public Safety provides first response services within the exterior boundaries of the Navajo Nation. Tuba City Police Department provide these services in the project area. Additionally, they provide the following programs: correctional services, internal affairs, police services, criminal investigation, emergency management, fire and rescue, and emergency medical. The BIA provides wildfire fighting services. The BIA agency offices in Tuba City provide services to the area. nearby healthcare facilities include Tuba City Regional Health Care Center and LeChee Health Facility.

3.9.5 Indian Trust Assets

The status of the project area is under tribal trust. Use and delegation of trust lands require approval by the Navajo Nation General Land Development Department (GLDD). NNEPA requires the BIA to abide by

Navajo Nation regulations and policies to minimize and/or remediate environmental damage within tribal trust lands (4 N.N.C. 9). The project area is located entirely on Tribal Trust land.

3.9.6 Hazardous Waste

Sites regulated under the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), and the Toxic Substance Control Act (TSCA) are recorded and tracked by the USEPA. RCRA and CERCLA share jurisdiction with respect to hazardous materials, and Underground Storage Tanks (USTs) containing petroleum products RCRA gives USEPA the authority to control hazardous waste from "cradle-to-grave." This includes the generation, transportation, treatment, storage, and disposal of hazardous waste. RCRA Subtitle C addresses hazardous waste; Subtitle D addresses non-hazardous solid waste, and Subtitle I addresses USTs. CERCLA was passed in 1980 in response to unacceptable hazardous waste practices and management occurring in the 1970s and authorizes cleanup responses in two ways: short-term removal and long-term environmental remediation. These actions can be conducted only at sites listed on USEPA's National Priorities List. Sites managed under this program are referred to as "Superfund" sites. TSCA authorizes USEPA to issue rules requiring the testing of specific chemicals and to establish regulations that restrict the manufacturing, processing, distribution, use, and disposal of chemicals and mixtures.

USEPA provides an online tool for identifying proximity of controlled sites and environmental concerns to areas of interest. According to this webpage and aerial photos, there are no RCRA, CERCLA, TSCA, or Superfund sites within 1 mile of the project site. The nearest sites are RCRA sites associated with the Tonalea School and the Tuba City Water operation and maintenance site, over 30 miles away (USEPA, 2023). See Appendix A, for the detailed report of the proposed site.

4.0 Environmental Consequences

This chapter discusses short-term and long-term impacts and effects of the Proposed Action and the No-Action Alternative on the resources described in Chapter 3. Impacts or effects can be direct or indirect and can be cumulative. Direct effects generally occur at the same time and place as the action. Indirect effects occur later in time or farther away in distance but are still reasonably foreseeable. This chapter also identifies mitigation measures and Best Management Practices (BMPs) aimed at minimizing, mitigating, or eliminating action-caused impacts and/or compensating for their impact and maintaining compliance with applicable laws and regulations.

4.1 Land Resources

Geology, mineral resources, and topography will not be impacted under the Proposed Action or No Action Alternative. Impacts on soils are described below.

4.1.1 Soils

Under the Proposed Action, the project site will be cleared and graded during construction. This ground disturbance will result in short-term, minor impacts on soils due to erosion. With the implementation of mitigation measures, soils will stabilize following construction.

Under the No-Action Alternative, there will be no change and therefore no impact on soils.

4.1.2 Mitigation Measures and BMPs

During intense precipitation events, stormwater can flow over a site and erode soils or contaminate soil from a spill or leak. Soil erosion and sedimentation is controlled under NNEPA to ensure compliance with the Navajo Nation Surface Water Quality Standards (NNSWQS). Ground disturbing activities exceeding 1 acre are subject to Section 402 of the Clean Water Act (CWA) (33 USS §1251 et seq.) which requires general contractors to obtain a General Construction Permit under the National Pollutant Discharge Elimination System (NPDES) and develop a Stormwater Pollution Prevention Plan (SWPPP). The project SWPPP will minimize soil erosion and promote soil stabilization following construction.

4.2 Water Resources

There will be no impact on groundwater, floodplains, or wetlands under the Proposed Action or No-Action Alternative. Impacts on surface water are described below.

4.2.1 Surface Water

Under the Proposed Action, ground disturbing activities such as clearing and grading of the project area during construction may increase runoff and sedimentation into nearby streambeds. Due to limited drainages in the vicinity of the project, this impact will be minor and short-term and will subside following construction with mitigation measures implemented.

Under the No-Action Alternative, there will be no change and therefore no impact on surface waters.

4.2.2 Mitigation Measures and BMPs

Soil erosion and sedimentation is controlled under NNEPA to ensure compliance with NNSWQS. Ground disturbing activities exceeding 1 acre are subject to Section 402 of the CWA (33 USS §1251 et seq.) which requires general contractors to obtain a General Construction Permit under NPDES and develop a SWPPP. The project SWPPP will minimize soil erosion and promote soil stabilization following construction.

4.3 Atmospheric Resources

There will be no impact on climate under the Proposed Action or No-Action Alternative. Impacts on air quality and visibility are described below.

4.3.1 Air Quality/Visibility

Under the Proposed Action, site specific fugitive dust and vehicle emissions will be created from earthmoving and heavy equipment during construction of the healthcare facility and sewage lagoon. These impacts will be minor and short-term and will cease following construction.

Under the No-Action Alternative, there will be no change and therefore no impact in air quality and visibility.

4.3.2 Mitigation Measures and BMPs

Activities that increase the generation of fugitive dust above natural levels are road building, tillage, construction activities, etc., and the disturbance of bare soil by wheels, blades, etc. (EPA, 2009). Control techniques for fugitive dust include watering, dust abatement, chemical stabilization, and windbreaks.

4.4 Biological Resources

4.4.1 Vegetation and Wildlife

Under the Proposed Action, vegetation in the project area will be cleared for development. This may cause a loss of habitat and avoidance of the area for wildlife. This impact will be minor and long-term.

Under the No-Action Alternative, there will be no change and therefore no impact on vegetation or wildlife.

4.4.2 TES Species

Under the Proposed Action, there will be no impact on special status species. NNDFW concurred with this finding and issued a Biological Resource Compliance Form (see **Appendix B**) on July 19, 2023.

Under the No-Action Alternative, there will be no change and therefore no impact on TES species.

4.4.3 Mitigation Measures and BMPs

Under conditions of compliance, the NNHP strongly recommends the project sponsor implement BMPs for invasive weed prevention and mitigation across all areas where ground disturbance or vegetation removal occurs. The Navajo Nation Integrated Weed Management Plan (IWMP) was created for a more balanced approach to weed management in support of the BIA Noxious Weed Control Program. It identifies weed species of concern, details weed removal strategies, and consolidates the BMPs available for weed control. For specific projects, a field reconnaissance should be conducted following a review of existing weed data to determine the presence and distribution of noxious species. The IWMP recommends various weed management actions depending on findings.

Within the BE, JE Fuller recommended the following measures be taken to avoid impacts to the greatest extent possible:

1. When constructing the health center, several juniper trees and other large shrubs may need to be removed. This could impact nesting migratory birds if the vegetation removal is conducted during the migratory bird breeding season. Therefore, a pre-construction migratory bird nest

search is recommended if construction is to commence during the breeding season of *March 15 to August 15*. If an active nest is discovered on-site, a 50-meter no-disturbance buffer should be established around the active nest from the time of discovery to fledging of chicks or nest failure. If no active nests are discovered during the preconstruction nest search, then construction can continue as planned.

2. Pre-construction surveys for nesting ferruginous hawks should occur between March 1 and June 15 if work is to commence during the breeding season of March 1 to July 31.
3. Care should be taken to avoid unnecessary disturbance to minimize dust and sediment release during maintenance and access to the site.
4. Invasive species Best Management Practices should be followed to ensure that invasive species are not spread during project implementation.
5. If any sensitive wildlife or plant species described in this document are encountered on-site, they will be reported immediately to NNDFW, and work would stop until a response with recommended avoidance/mitigation measures is received from NNDFW.
6. NNDFW may recommend additional mitigation measures such as timing restrictions or preconstruction surveys for specific species on an as-needed basis.

4.5 Cultural Resources

Isolated Occurrences and In-Use Areas encountered during the cultural survey were found to not be eligible to the NRHP because they do not meet criteria a through d. These were also not eligible to ARPA because they do not meet the 100-year guideline and are not protected under AIRFA or NAGPRA. A determination of "no historic places affected" was recommended by the CRI for the Proposed Action. NNHHPD concurred with this finding and issued a Cultural Resources Compliance Form (see **Appendix C**), which includes a standard discovery clause:

In the event of a discovery ["discovery" means any previously unidentified or incorrectly identified cultural resources including but not limited to archaeological deposits, human remains, or locations reportedly associated with Native American religious/traditional beliefs or practices], all operations in the immediate vicinity of the discovery must cease, and NNHHPD must be notified at (928) 871- 7198.

4.6 Socioeconomic

Under the Proposed Action, community access to healthcare services would be improved and local short-term and long-term jobs would be created. This impact would be moderate, beneficial, and long-term.

Under the No-Action Alternative, there would be no change or effect on the natural resources of the area. However, limited access to healthcare services would continue to affect the region.

4.7 Resource Use Patterns

There will be no impact on recreation, hunting, fishing, gathering, or timber harvesting near the project area under the Proposed Action or No-Action Alternative.

4.8 Other Values

There will be no impacts on wilderness areas, Indian Trust assets, or hazardous waste under the Proposed Action or No-Action Alternative. Impacts on noise and light, visual setting, and public health and safety are described below.

4.8.1 Noise and Light

Under the Proposed Action, higher than average noise levels will be experienced in the area due to construction. This impact will be minor, short-term and will cease after construction is complete. Following construction, noise and light levels will be raised due to increased visitation of the Health Care Center and area. This impact will be minor and long-term.

Under the No-Action Alternative, there will be no change and therefore no impact on noise and light conditions of the project area.

4.8.2 Visual Setting

Under the Proposed Action, the exiting visual setting would be changed by the addition of the health care facility buildings, other infrastructure, and sewer lagoon. These changes will be seen locally and by travelers along N-20. This impact will be long-term.

Under the No-Action Alternative, there will be no change and therefore no impact on the visual setting of the area.

4.8.3 Public Health and Safety

Under the Proposed Action, the health care facility would increase healthcare access for the surrounding community. This impact would be moderate and long-term.

Under the No-Action Alternative, there would be no change to the natural environment of the area. However, limited access to health care would continue to affect the area.

4.9 Cumulative Impacts

The CEQ regulations (40 CFR 1500-1508) implementing the procedural provisions of NEPA, as amended (42 USC 4321) defines cumulative impacts as "the impact on the environment which results from the incremental impact of the action when added to other past, present, and reasonably foreseeable future actions regardless of what agency (Federal or non-federal) or person undertakes such other action (40 CFR 1508.7)."

Minor and short-term impacts have been identified for soils, surface water, air quality, and noise levels. Once construction of the project is completed, these impacts will be resolved. Anticipated projects in the area include development of the Western Navajo Pipeline, which is anticipated to incur similar impacts. Dependent on timing of construction of these projects, these impacts may incur additive impacts. Negative long-term impacts have been identified on vegetation and wildlife, noise and light levels, and visual setting. Use of N-20 currently incurs similar impacts, and cumulative impacts of the Proposed Action may be additive, though minor. Anticipated Cumulative impacts of the Proposed Action are limited.

5.0 Document Preparers' Qualifications and Signature

This document has been prepared by Eunice L. Tso, NEPA Specialist, ETD, Inc., and Madelyn Norstrem, Environmental Scientist, ETD, Inc. Madelyn Norstrem holds a B.S. Degree in Environmental Science, with an Emphasis on Resource Management. Ms. Tso has over 25 years of experience in environmental regulatory compliance in Indian Country and is an expert in the environmental policies and regulations that affect development in Indian country. She holds an M.S. Degree in Environmental Geology from Northern Arizona University.



Eunice L. Tso, M.S. Geology
NEPA Specialist

7/24/23

Date



Madelyn Norstrem, B.S. Environmental Science
Environmental Scientist

7/24/23

Date

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Appendix A: NEPA Assist Report

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Tuba City Regional Health Care Corporation Bodaway/Gap Health Care Facility

Within 1 mile of an air emission facility?	no
Within 1 mile of a school?	no
Within 1 mile of an airport?	no
Within 1 mile of a hospital?	no
Within 1 mile of a designated sole source aquifer?	no
Within 1 mile of a historic property on the National Register of Historic Places?	no
Within 1 mile of a Toxic Substances Control Act (TSCA) site?	no
Within 1 mile of a Land Cession Boundary?	yes
Within 1 mile of a tribal area (lower 48 states)?	yes
Within 1 mile of the service area of a mitigation or conservation bank?	no
Within 1 mile of the service area of an In-Lieu-Fee Program?	yes
Within 1 mile of a Public Property Boundary of the Formerly Used Defense Sites?	no
Within 1 mile of a Munitions Response Site?	no
Within 1 mile of an Essential Fish Habitat (EFH)?	no
Within 1 mile of a Habitat Area of Particular Concern (HAPC)?	no
Within 1 mile of an EFH Area Protected from Fishing (EFHA)?	no
Within 1 mile of a Bureau of Land Management Area of Critical Environmental Concern?	no
Within 1 mile of an ESA-designated Critical Habitat Area per U.S. Fish & Wildlife Service?	no
Within 1 mile of an ESA-designated Critical Habitat river, stream or water feature per U.S. Fish & Wildlife Service?	no

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Appendix B Biological Resource Clearance Form

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NNDFW Review No. 23jefhg101

**BIOLOGICAL RESOURCES COMPLIANCE FORM
NAVAJO NATION DEPARTMENT OF FISH AND WILDLIFE
P.O. BOX 1480, WINDOW ROCK, ARIZONA 86515-1480**

It is the Department's opinion the project described below, with applicable conditions, is in compliance with Tribal and Federal laws protecting biological resources including the Navajo Endangered Species and Environmental Policy Codes, U.S. Endangered Species, Migratory Bird Treaty, Eagle Protection and National Environmental Policy Acts. This form does not preclude or replace consultation with the U.S. Fish and Wildlife Service if a Federally-listed species is affected.

PROJECT NAME & NO.: Bodaway Gap Health Center, Lagoon site, and Sewer Line

DESCRIPTION: Tuba City Regional Health Care is proposing to construct approximately 70-acre health center, 30-acre lagoon, and 0.3 mile long sewer line for Bodaway / Gap Health Center and Staff Quarters, east of Gap in Coconino County, Arizona.

LOCATION: Bodaway / Gap, Coconino County, AZ, T34N, R9E, Sections 21 and 28

REPRESENTATIVE: Jean Marie Rieck, JE Fuller / Hydrology and Geomorphology, Inc.

ACTION AGENCY: Tuba City Regional Health Care

B.R. REPORT TITLE / DATE / PREPARER: Request for Biological Evaluation Review and Compliance / 02 FEB 2023 / JE Fuller/Hydrology and Geomorphology, Inc.

SIGNIFICANT BIOLOGICAL RESOURCES FOUND: RCP Area 3, low wildlife sensitivity.

POTENTIAL IMPACTS

NESL SPECIES POTENTIALLY IMPACTED: NA

FEDERALLY-LISTED SPECIES POTENTIALLY IMPACTED: NA

OTHER SIGNIFICANT IMPACTS TO BIOLOGICAL RESOURCES: NA

AVOIDANCE / MITIGATION MEASURES: Migratory Bird Treaty Act - All construction activities shall avoid the migratory bird breeding season (March 1 - August 31, of any year). A pre-construction survey should be performed if work occurs during this time period to determine if active nests are within the limits of vegetation removal associated with the project.

CONDITIONS OF COMPLIANCE*:

Invasive Weed Control – NNHP strongly recommends the project sponsor implement Best Management Practices for invasive weed prevention and mitigation across all areas where ground disturbance or vegetation removal occurs.

FORM PREPARED BY / DATE: Verna Tsosic/22 FEB 2023

Page 1 of 2

NNDFW –B.R.C.F.: FORM REVISED 27 JAN 2022

COPIES TO: (add categories as necessary)



2 NTC § 164 Recommendation:

☒ **Approval:**

Bodaway Gap Health Center, Lagoon site, and Sewer Line

☐ **Conditional Approval (with memo):**

☐ **Pending (with memo):**

☐ **Disapproval (with memo):**

☐ **Categorical Exclusion (with request letter):**

☐ **None (with memo):**

Gloria M. Tom, Director

Navajo Nation Department of Fish and Wildlife

Signature:

Daniel Mikesi

Date

6/30/2023

*I understand and accept the conditions of compliance, and acknowledge that lack of signature may be grounds for the Department not recommending the above described project for approval to the Tribal Decision-maker.

Representative's signature

Date

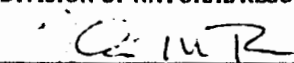


DR. BUU NYGREN *PRESIDENT*
RICHELLE MONTOYA *VICE PRESIDENT*

The Navajo Nation | Yideeskáadi Nitsáhákees

MEMORANDUM

TO : David Mikesic, Zoologist
Department of Fish and Wildlife
DIVISION OF NATURAL RESOURCES

FROM : 
Gloria M. Tom, Department Manager III
Department of Fish and Wildlife
DIVISION OF NATURAL RESOURCES

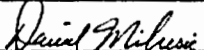
DATE : June 29, 2023

SUBJECT : **DELEGATION OF AUTHORITY**

I will be on leave on Friday, June 30, 2023 and Monday, July 03, 2023. I am hereby delegating you to act in the capacity of the Director, Department of Fish and Wildlife, effective at 8:00 a.m. on Friday, June 30, 2023. This delegation shall end at 5:00 p.m. on Monday, July 03, 2023.

Your authority will cover the review and signing off of all routine documents pertaining to the Department of Fish and Wildlife, except for issues that you feel should have the attention of the Director.

ACKNOWLEDGEMENT

 6/30/2023
David Mikesic, Zoologist
Department of Fish and Wildlife

cc: DFWL File

Post Office Box 7440 • Window Rock, Arizona 86515 • Phone: (928) 871-7100 • Fax: (928) 871-4025

**BIOLOGICAL RESOURCES COMPLIANCE FORM
NAVAJO NATION DEPARTMENT OF FISH AND WILDLIFE
P.O. BOX 1480, WINDOW ROCK, ARIZONA 86515-1480**

It is the Department's opinion the project described below, with applicable conditions, is in compliance with Tribal and Federal laws protecting biological resources including the Navajo Endangered Species and Environmental Policy Codes, U.S. Endangered Species, Migratory Bird Treaty, Eagle Protection and National Environmental Policy Acts. This form does not preclude or replace consultation with the U.S. Fish and Wildlife Service if a Federally-listed species is affected.

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REPRESENTATIVE: Jean Marie Rieck, JE Fuller / Hydrology and Geomorphology, Inc.

ACTION AGENCY: Tuba City Regional Health Care

B.R. REPORT TITLE / DATE / PREPARER: Request for Biological Evaluation Review and Compliance / 02 FEB 2023 / JE Fuller/Hydrology and Geomorphology, Inc.

SIGNIFICANT BIOLOGICAL RESOURCES FOUND: RCP Area 3, low wildlife sensitivity.

POTENTIAL IMPACTS

NESL SPECIES POTENTIALLY IMPACTED: NA

FEDERALLY-LISTED SPECIES POTENTIALLY IMPACTED: NA

OTHER SIGNIFICANT IMPACTS TO BIOLOGICAL RESOURCES: NA

AVOIDANCE / MITIGATION MEASURES: Migratory Bird Treaty Act - All construction activities shall avoid the migratory bird breeding season (March 1 - August 31, of any year). A pre-construction survey should be performed if work occurs during this time period to determine if active nests are within the limits of vegetation removal associated with the project.

CONDITIONS OF COMPLIANCE*:

Invasive Weed Control – NNHP strongly recommends the project sponsor implement Best Management Practices for invasive weed prevention and mitigation across all areas where ground disturbance or vegetation removal occurs.

FORM PREPARED BY / DATE: Verna Tsosie/22 FEB 2023

COPIES TO: (add categories as necessary)



2 NTC § 164 Recommendation:

☒ **Approval:**

Bodaway Gap Health Center, Lagoon site, and Sewer Line

☐ **Conditional Approval (with memo):**

☐ **Pending (with memo):**

☐ **Disapproval (with memo):**

☐ **Categorical Exclusion (with request letter):**

☐ **None (with memo):**

Gloria M. Tom, Director

Navajo Nation Department of Fish and Wildlife

Signature:

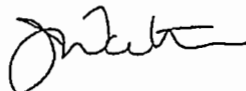


Date

6/30/2023

***I understand and accept the conditions of compliance, and acknowledge that lack of signature may be grounds for the Department not recommending the above described project for approval to the Tribal Decision-maker.**

Representative's signature



Date 7/2/2023

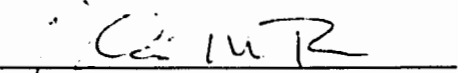


DR. BUU NYGREN *PRESIDENT*
RICHELLE MONTOYA *VICE PRESIDENT*

The Navajo Nation | Yideeskáądi Nitsáhákees

MEMORANDUM

TO : David Mikesic, Zoologist
Department of Fish and Wildlife
DIVISION OF NATURAL RESOURCES

FROM : 
Gloria M. Tom, Department Manager III
Department of Fish and Wildlife
DIVISION OF NATURAL RESOURCES

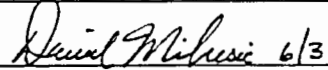
DATE : June 29, 2023

SUBJECT : **DELEGATION OF AUTHORITY**

I will be on leave on Friday, June 30, 2023 and Monday, July 03, 2023. I am hereby delegating you to act in the capacity of the Director, Department of Fish and Wildlife, effective at 8:00 a.m. on Friday, June 30, 2023. This delegation shall end at 5:00 p.m. on Monday, July 03, 2023.

Your authority will cover the review and signing off of all routine documents pertaining to the Department of Fish and Wildlife, except for issues that you feel should have the attention of the Director.

ACKNOWLEDGEMENT


David Mikesic, Zoologist
Department of Fish and Wildlife

cc: DFWL File

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Appendix C Cultural Resource Clearance Form

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THE NAVAJO NATION
Heritage & Historic Preservation Department
P.O. Box 4950 • Window Rock, Arizona 86515
(928) 871-7198 (tel) • (928) 871-7886 (fax)



CULTURAL RESOURCE COMPLIANCE FORM

NNHHPD NO.: HPD-23-067

CONSULTANT REPORT NO.: MBC-22-127

PROJECT TITLE: MBC-22-127: A Cultural Resources Inventory of the 70-Acre Bodaway/Gap Health Care Center & Staff Quarters Tract, 30-Acre Sewer Lagoon Tract, and Approximate 1,565-foot Sewerline Extension for the Tuba City Regional Health Care Corporation (TCRHCC) located in Coppermine Chapter, Coconino County, Arizona.

LEAD AGENCY: BIA/NRO

SPONSOR: Tuba City Regional Health Care Corporation, PO Box 600, Tuba City, AZ, 86045

PROJECT DESCRIPTION: Under the proposed action, TCRHCC will construct a health care center, multi-family apartment units, housing units, helipad, parking lots, sewer lagoon, and sewerline. An example site layout for the Health Care Center provides 463 parking spaces that include 447 standard and 16 handicap spaces which exceed requirements. The project area will feature a Health Care Center and Staff Quarters (70-ac.) that will include two multi-family apartment buildings, four attached two-family housing buildings, and twenty-two detached housing units. A parking lot will provide 63 parking spaces, including 61 standard and 2 handicap spaces, at the multi-family apartment buildings. The Staff Quarters will provide 33 3-bedroom, 25 2-bedroom, and 25 1-bedroom units. The example site layout was developed to provide analysis of site development features and to identify constraints. Final design will incorporate a series of site concepts to be vetted and approved. In addition to the Health Care Center and Staff Quarters, a sewer lagoon (30-ac.) will be developed to accommodate the Health Care Center and housing units, along with an approximate 1,565-ft. sewer line (1.1-ac.) Project activities will include clearing land, installing underground electric, underground phone and data, and water and sewer lines. Installation of the sewer line will also include boring under Navajo Route 20. A total of 101.08 ac./40.91 ha was surveyed for the area of effect.

PROJECT ARCHAEOLOGIST: Mathilda Burke

NAVAJO ANTIQUITIES PERMIT NO.: B221128

DATE INSPECTED: 12/14/2022

METHOD OF INVESTIGATION: Class III pedestrian inventory with transects spaced 15 m apart

LAND STATUS: NN Tribal Trust Land

LOCATION: Township: 34N Range: 9E Section: Unplatted

G&SRPM

UTM: Northing: 4019778 Easting: 461193

Number of Eligible Properties: 0

Number of Unevaluated Properties: 0

Number of TCPs: 3

Number of In-Use Sites: 2

EFFECT/CONDITIONS OF COMPLIANCE: No Historic Properties Affected

PROCEED RECOMMENDED: Yes

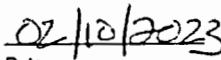
CONDITIONS: No

In the event of a discovery ["discovery" means any previously unidentified or incorrectly identified cultural resources including but not limited to archaeological deposits, human remains, or locations reportedly associated with Native American religious/traditional beliefs or practices], all operations in the immediate vicinity of the discovery must cease, and the Navajo Nation Historic Preservation Department must be notified at (928) 871-7198.

FORM PREPARED BY: William Raines

FINALIZED: 2/10/2023


Richard M. Begay, Department Manager/THPO
Navajo Nation Heritage and Historic Preservation Department


Date

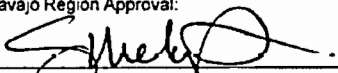
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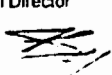
THE NAVAJO NATION
Heritage & Historic Preservation Department
P.O. Box 4950 • Window Rock, Arizona 86515
(928) 871-7198 (tel) • (928) 871-7886 (fax)



Navajo Region Approval:



Gregory C. Mehojah, Regional Director
BIA- Navajo Regional Office

 2/19/2023

Feb 28, 2022

Date

~ DOCUMENT IS VOID IF ALTERED ~

HPD Number.: HPD-23-067

PAGE 1

SPONSORS

Tuba City Regional Health Care Corporation

LOCATION INFORMATION

LAND STATUS: NN Tribal Trust Land

STATE: AZ

DATUM: NAD83

ZONE: 12

COUNTY(IES)

Coconino

QUADRANGLE(S)

The Gap, AZ (The Gap SW)

CHAPTER(S)

Coppermine

Township

34N

Range

9E

Sections

Unplatted

UTM N

UTM E

4019778	461193
4019493	461146
4019304	461108
4018716	460964
4018662	461179
4019037	461271
4019052	461212
4019232	461253
4019174	461489
4019533	461560
4019572	461319
4019752	461350
4020317	460729
4019953	460726
4019948	461057
4020315	461062
4019632	461168
4019637	461139
4019648	461077
4019662	461007
4019951	460893
4019372	461323
4020300	460861
4020062	460956



General Land Development Department
PO Box 69 | St. Michaels, AZ 86511
928-871-6447 | gldd.org
Environmental Compliance Determination



Project Information

Title: Tuba City Regional Health Care Corp. "Echo Cliffs Sewage Lagoon"
Lease

Size: +/- 30.00 acres

Legal Description: Section 21 of Township 34 North, Range 9 East, Gila and Salt
River Meridian, Coppermine, Coconino County, Arizona

Environmental Compliance Determination

The proposed lease will be lawfully granted by the Navajo Nation through the authority of 25 U.S.C. §415(e) and Navajo Nation Council Resolution No. CO-53-13 codified at 16 N.N.C. §2301.

The Environmental Compliance Determination (ECD) issued by the General Land Development Department confirms that the above-mentioned lease application meets the environmental clearance criteria of the Navajo Nation General Leasing Regulations (16 N.N.C. § 2301 et. Seq.). The proposed Ground Lease poses no significant impact(s) to the cultural, biological and the natural environments of the Navajo Nation.

Environmental Clearance Reviews

If at any time any historical properties, archaeological resources, human remains, or other cultural items not previously reported are encountered, all activity will cease and the Navajo Nation Historic and Heritage Preservation Department will be contacted immediately. Furthermore, the aforementioned Ground Lease applicant will also consult with the Navajo Nation Environmental Protection Agency (NNEPA) to ensure compliance with all Navajo Nation Environmental laws and permits (4 N.N.C. § 901 et. Seq.)

This ECD is valid so long as the "Effect/Conditions of Compliance" out-lined on "Cultural Resources Compliance Form (NNHPD No. HPD-23-067)" and the "Biological Resource Compliance Form (NNDFW Review No. 23jefbg101)" are implemented.

If at any time over the duration of the term of the Ground Lease an environmental taking or violation occurs, the grantee may be subject to disciplinary actions and possible cancellation of the lease. This pertains to all Navajo Nation and Federal environmental laws, regulations and policies applicable to the lease based undertaking.

Approved by


Steven Chischilly Jr., Environmental Specialist GLDD

11/15/2023
Date




DR. BUU NYGREN *PRESIDENT*
RICHELLE MONTOYA *VICE PRESIDENT*

The Navajo Nation | Yideeskáadi Nitsáhákees

December 11, 2023

MEMORANDUM

TO: Navajo Land Title Data Systems
Land Department
Division of Natural Resources

FROM: 
Yolanda Barney, Environmental Department Manager
Surface and Ground Water Protection Department
Navajo Nation Environmental Protection Agency

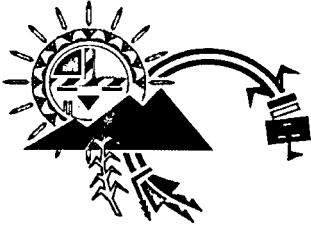
SUBJECT: DOCUMENT No. 21664

The Navajo Nation Environmental Protection Agency's Surface and Ground Water Protection Department ("SGWP") reviewed Document No. 21664, Application for a Navajo Nation Surface Use Lease for a sewage lagoon to Support the Echo Cliffs (formerly Bodaway Gap) Health Center. The sewage lagoon will be used by the health care facility and staff housing. The Surface and Ground Water Protection recommends approval of this lease document with the following conditions:

1. All proposed drinking water projects (extensions, upgrades, new wells, new public water systems, etc.) must follow the design review and construction permit requirements of the PWSSP pursuant §§1501 and 1601 of the Navajo Nation Primary Drinking Water Regulations. The Operating Permit requirements found in §109 of the NNPDWR must also be complied with. Backflow and cross connection found in §2000 of the NNPDWR will need to be complied with. The project sponsor(s) must apply for a drinking water construction permit.
2. All proposed wastewater projects will need to be permitted by the Domestic Wastewater Program-NEPA. Extensions, upgrades, new sewer infrastructure, septic tanks, and other wastewater infrastructure must follow the design review and construction permit requirements pursuant to §201 of the Domestic Wastewater Program. The lagoon that will discharge into a "local wash" will need to be permitted the Navajo EPA's NPDES Program. The project sponsor(s) must apply for a wastewater construction permit.
3. If there is surface disturbance (more than 1 acre) that may impact "waters of the Navajo Nation," the project sponsor will need to apply for a 401 Certification (permit) from the Navajo Water Quality Program. A 404 Certification Permit must be obtained by the EPA or Army Corp of Engineers if the activity is relating to dams, highways, airports or mining projects. Please contact the Water Quality Program at 928-871-7185.

If there are any questions, please contact PWSSP staff at ybarney@navajopublicwater.org. The regulations can be viewed at www.navajoepa.org/public-water-systems-supervision-program.

cc: PWSID#NN0400206
DWWPID#NN04030069



TUBA CITY REGIONAL HEALTH CARE CORPORATION

167 North Main Street, PO Box 600
Tuba City, AZ 86045-0600

TCRHCC_06-07-2023



**RESOLUTION OF THE
TUBA CITY REGIONAL HEALTH CARE CORPORATION
BOARD OF DIRECTORS**

**REQUESTING FROM THE NAVAJO NATION A SURFACE USE LEASE FOR
TCRHCC FOR THE BODAWAY GAP HEALTH CENTER ("HEALTH CENTER"),
ASSOCIATED STAFF HOUSING AND SEWAGE LAGOON, ATTACHED AS
EXHIBIT A**

WHEREAS:

1. Pursuant to Navajo Nation Council Resolution CJY-33-10 (July 21, 2010) and Naabik'iyáti Committee Resolution NABID 96-18 (Dec. 27, 2018), TCRHCC is authorized and designated as a "Tribal Organization" for the purpose of managing and operating contracts with the Indian Health Service ("IHS") under the Indian Self-Determination and Education Assistance Act, Public Law 93-638, as amended ("ISDEAA"); *and*
2. Tuba City Regional Health Care Corporation (TCRHCC), a non-profit, 501(c)3, tribal organization as defined in the Indian Self-Determination Act, Public Law 93-638; *and*
3. The TCRHCC service area within the Western Navajo Agency and Coconino County communities including Cameron, Bodaway/Gap, Coalmine Canyon, Kaibeto, LeChee, Coppermine, Tonalea, and To'Naneez'Dizi Chapters, and including the Hopi Village of Moenkopi and the San Juan Southern Paiutes of Tuba City, *and*
4. The TCRHCC Regional Health System with a primary patient service population of nearly 36,000 also serves as a Medical Referral Center for over 100,000 patients across the Navajo Nation, including Hopi and San Juan Southern Paiutes. TCRHCC is also the largest referral center serving the Navajo Nation; *and*
5. TCRHCC will apply for a Navajo Nation surface use lease (the "Lease") covering 100 acres pursuant to the Navajo Nation General Leasing Regulations of 2013, 16 N.N.C. § 2301 et seq. (the "General Leasing Regulations"), for the Bodaway Gap Health Center ("Health Center"), and associated staff housing and sewage lagoon; *and*
6. The Health Center will be a new, 123,565 square foot state of the art health care facility to be owned and operated by TCRHCC pursuant to its Compact with I.H.S.; *and*
7. The Health Center will provide Primary Care, Specialty Care, Tele-Medicine, Diabetes, Dental, Diagnostic Imaging, Pharmacy Services, Emergency Medical Services, Laboratory, Alcohol/Substance Abuse, Dietary and other Services to Navajo Tribal Members and other eligible Native Americans in TCRHCC's Service area; *and*

8. The Health Center is being funded by the IHS pursuant to a Title V Construction Project Agreement between TCRHCC and IHS.

THEREFORE, BE IT RESOLVED, THAT:

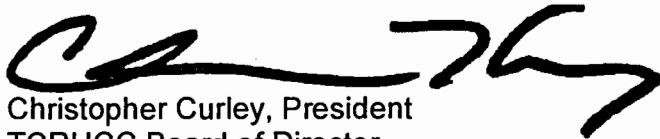
1. Tuba City Health Care Corporation Board of Directors request a surface lease for TCRHCC from the Navajo Nation for the Bodaway Gap Health Center, associated staff housing and sewage lagoon; and
2. The TCRHCC Administration is hereby authorized to take any and all actions necessary and prudent to carry out the intent of this Resolution.

CERTIFICATION

We verify that the foregoing resolution was duly considered at a duly called meeting of the Tuba City Regional Health Care Corporation's Board of Directors at Tuba City, Arizona at which a quorum was present and that the same was passed by a vote of 7 in favor, 0 opposed, 0 abstained, this 25th day of 2023. Chair not voting.

Motion by: Franklin Fowler

Second by: Justice M. Beard

A handwritten signature in black ink, appearing to read 'Christopher Curley', with a stylized flourish at the end.

Christopher Curley, President
TCRHCC Board of Director



BODAWAY GAP CHAPTER

A Certified Chapter of the Navajo Nation

PO Box 1546 The Gap, Arizona 86020
Office: (928) 283-3493 Fax: (928) 283-3496
www.bodaway.navajochapters.org



Dorothy Lee
PRESIDENT

Lee Yazzie Jr.
VICE PRESIDENT

Loretta T. Scusingyawma
SECRETARY/TREASURER

Leonard Sloan
CHIEF OF CHIEFS

Herbert Zahne
JAWM BOARD MEMBER

Helena Nez Begay
COUNCIL DELEGATE

RESOLUTION OF THE BODAWAY GAP CHAPTER

Naaltsoos Bee Aa Nahodiitahhii

BA-05-044-23

Sponsor: Dolly Lane

Co-Sponsors: Julius Young II

APPROVES AND SUPPORTS THE TOTAL OF 100 ACRES FOR THE DEVELOPMENT OF THE BODAWAY GAP (ECHO CLIFFS) HEALTH CENTER STAFF QUARTERS, SEWER LAGOON, AND RELATED INFRASTRUCTURE EASEMENTS LOCATED NORTH OF THE BODAWAY/GAP PRIMARY SCHOOL ON NAVAJO ROUTE 20

WHEREAS:

1. Pursuant to Navajo Nation Codes Title 26, Section 3 (A), and Title 11, Section 10, the Bodaway/Gap Chapter is certified and recognized by the Navajo Nation Council, as listed at Navajo Nation Code Title 11, part 1, section 10; and
2. Pursuant to Navajo Nation Code Title 26 Section 1 (B) Bodaway/Gap Chapter is vested with the authority and responsibility to review all matters affecting the community, make appropriate corrections when necessary and make recommendations to the Navajo Nation and other local agencies for appropriate actions; and
3. Pursuant to Navajo Nation Code Title 26 Section 1 (B) Bodaway/Gap Chapter is given government authority with respect to local matters consistent with Navajo Law, including custom and tradition; and
4. The Bodaway Gap Chapter recognizes that Congress appropriated funds for the Bodaway/Gap (Echo Cliffs) Health Center and according to the amended Program Justification Document dated May 2021 it identified an increase in user population which significantly modified the size of the health care facility, increased the number of staff and staff housing; and
5. The Bodaway Gap Chapter understands the need to provide the total land acreage recommended to sufficiently build the health facility, staff quarters, sewer lagoon, infrastructure easements and considering natural land formations and future development; Exhibit A: Coppermine Chapter Resolution CO-11-006-23 RELATING TO LAND WITHDRAWALS; COPPERMINE CHAPTER APPROVES AND AMENDS RESOLUTION CO-04-070-07 WHICH INITIALLY WITHDREW A TOTAL OF 75 ACRES FOR THE DEVELOPMENT OF THE BODAWAY GAP HEALTH CENTER AND THEN FURTHER AMENDED RESOLUTION CO-04-047-21 FOR AN ADDITIONAL 10 ACRES DATED APRIL 29, 2021; AND, NOW, DO HEREBY APPROVES AN ADDITIONAL 15 ACRES TO EQUAL 100 TOTAL ACRES FOR STAFF QUARTERS, SEWER LAGOON, AND RELATED INFRASTRUCTURE EASEMENTS FOR THE EXPANSION OF THE HEALTH CENTER and Exhibit B. Map of location of proposed health center.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Bodaway Gap Chapter fully supports approving and supporting a total of 100 acres for the development of the Bodaway/Gap (Echo Cliffs) Health Center, Staff Quarters, Sewer Lagoon and Infrastructure Easements.

CERTIFICATION

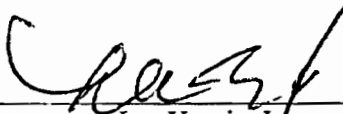
We, the undersigned Chapter Officials hereby certify the foregoing resolution which was discussed and considered by the Bodaway Gap Chapter voting membership at a duly called Regular Chapter Meeting at which a quorum was present and that same was passed on this 22nd day of May 2023, by a vote of 12 in favor, 03 opposed and 01 abstained.

MOTION BY: Lee Yazzie, Jr.

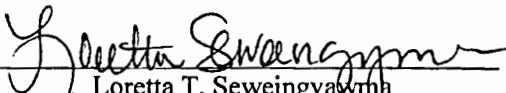
SECONDED BY: Kenebah Tisi



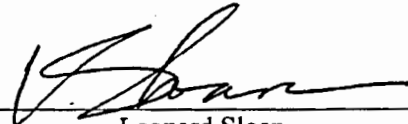
Dorothy Lee
President



Lee Yazzie, Jr.
Vice-President



Loretta T. Seweingyavwih
Secretary/Treasurer



Leonard Sloan
Grazing Officer

Honorable Helena Nez Begay
25th Navajo Nation Council

Resolution BA-05-044-23

APPROVES AND SUPPORTS THE TOTAL OF 100 ACRES FOR THE DEVELOPMENT OF THE BODAWAY GAP (ECHO CLIFFS) HEALTH CENTER STAFF QUARTERS, SEWER LAGOON, AND RELATED INFRASTRUCTURE EASEMENTS LOCATED NORTH OF THE BODAWAY/GAP PRIMARY SCHOOL ON NAVAJO ROUTE 20

Chapter President
Allen Fowler Jr.

COPPERMINE CHAPTER



Council Delegate
Paul Begay Jr.

Chapter Vice President
Lola Smith

Grazing Committee
Stanford Fowler

Secretary/Treasurer
Valerie Fowler

The Navajo Nation
Western Navajo Agency - District One
P.O. Box 1323 Page, Arizona 86040
Telephone No: (928) 691-1109

**Community
Service Coordinator**
Vacant

CO-11-006-23

RESOLUTION OF THE COPPERMINE CHAPTER OF THE NAVAJO NATION

RELATING TO LAND WITHDRAWALS; COPPERMINE CHAPTER APPROVES AND AMENDS RESOLUTION CO-04-070-07 WHICH INITIALLY WITHDREW A TOTAL OF 75 ACRES FOR THE DEVELOPMENT OF THE BODAWAY GAP HEALTH CENTER AND THEN FURTHER AMENDED RESOLUTION CO-04-047-21 FOR AN ADDITIONAL 10 ACRES DATED APRIL 29, 2021; AND, NOW, DO HEREBY APPROVES AN ADDITIONAL 15 ACRES TO EQUAL 100 TOTAL ACRES FOR STAFF QUARTERS, SEWER LAGOON, AND RELATED INFRASTRUCTURE EASEMENTS FOR THE EXPANSION OF THE HEALTH CENTER.

WHEREAS:

1. Pursuant to 26 N.N.C., Section 3, and 11 N.N.C., Section 10, the Coppermine Chapter is a duly recognized chapter of the Navajo Nation Government; and
2. Pursuant to N.N.C., Chapter 1; Navajo Nation Chapter, Section 1, (B) (1) & (2), The Navajo Nation Council delegated chapter governmental authority with respect to local matters consistent with Navajo Law, including custom and tradition and allows chapters to make decisions to govern with responsibility and accountability to community membership; and
3. The Coppermine Chapter supported and approved Resolution CO-04-070-07 dated April 15, 2007, for the withdrawal of 75 acres tract of land for the construction of a new health center north of Gap Primary School. The recommended site was determined to be most feasible with nearby infrastructures (utilities, water, electricity and roads) for the new Health Facility; and
4. In April 2021, the Coppermine Chapter withdrew 10 more acres pursuant to Resolution CO-04-047-21 as justified by I.H.S. planning documents, program justification, and increase in funds approval by US Congress to meet population growth and expanded needs and developments; and
5. The Coppermine Chapter further understands the need to provide increased land acreage to 15 acres to sufficiently build a health center to meet future needs and development including staff quarters, waste water sanitation, parking areas, and infrastructure easement; and
6. The acreage is not required to be contiguous to the proposed health center.

NOW, THEREFORE, BE IT RESOLVED THAT:


The Coppermine Chapter hereby amends Resolution CO-04-070-07 which initially withdrew a total of 75 acres for the development of the Bodaway Gap Health Center and further amended Resolution CO-04-047-21 for an additional 10 acres dated April 29, 2021 and now do hereby approve an additional 15 acres to equal 100 total acres for staff quarters, sewer lagoon, and related infrastructure easements for the expansion of the Health Center.

CERTIFICATION

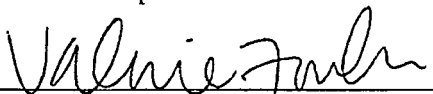
We, certify that the foregoing Resolution was considered at a duly virtual Chapter meeting at Coppermine Chapter, Navajo Nation (Arizona) where a quorum was present and that same was passed by a vote 8 in favor of 0 opposed and 0 abstained this 22nd day of November 2022.

Motion: Stanford Fowler **Second:** Valerie Fowler

Chapter President – Allen Fowler Jr.



Chapter Vice- President – Lola Smith



Chapter Secretary/Treasurer – Valerie Fowler

Chapter Grazing Official – Stanford Fowler

Council Delegate – Paul Begay Jr.



P.O. Box 4720 LeChee AZ, 86040 P: (928)698-2805 F: (928)698-2803 E: lechee@navajochapters.org W: lechee.navajochapters.org

RESOLUTION: LC05152023B

APPROVES AND SUPPORTS THE TOTAL OF 100 ACRES FOR THE DEVELOPMENT OF THE BODAWAY GAP (ECHO CLIFFS) HEALTH CENTER STAFF QUARTERS, SEWER LAGOON, AND RELATED INFRASTRUCTURE EASEMENTS LOCATED NORTH OF THE BODAWAY/GAP PRIMARY SCHOOL ON NAVAJO ROUTE 20.

WHEREAS:

1. Pursuant to 26 N.N.C., Section 3, and 11 N.N.C., Section 10, The LeChee Chapter is a duly recognized and certified chapter of the Navajo Nation Government; and,
2. Pursuant to N.N.C., Chapter 1: Navajo Nation Chapter, Section 1., (B) (1) & (2), The Navajo Nation Council Delegated to Chapter Governmental authority with respect to local matters consistent with Navajo Law, including custom and tradition and allows chapter to make decisions to govern with responsibility and accountability to community membership; and,
3. The LeChee Chapter recognizes that Congress appropriated funds for the Bodaway/Gap (Echo Cliffs) Health Center and according to the amended Program Justification Document dated May 2021 it identified an increase in user population which significantly modified the size of the health care facility, increased the number of staff and staff housing; and,
4. The LeChee Chapter understands the need to provide the total land acreage recommended to sufficiently build the health facility, staff quarters, sewer lagoon, infrastructure easements and considering natural land formations and future development; Exhibit A: Coppermine Chapter Resolution CO-11-006-23 RELATING TO LAND WITHDRAWALS; COPPERMINE CHAPTER APPROVES AND AMENDS RESOLUTION CO-04-070-07 WHICH INITIALLY WITHDREW A TOTAL OF 75 ACRES FOR THE DEVELOPMENT OF THE BODAWAY GAP HEALTH CENTER AND THEN FURTHER AMENDED RESOLUTION CO-04-047-21 FOR AN ADDITIONAL 10 ACRES DATED APRIL 29, 2021; AND, NOW, DO HEREBY APPROVES AN ADDITIONAL 15 ACRES TO EQUAL 100 TOTAL ACRES FOR STAFF QUARTERS, SEWER LAGOON, AND RELATED INFRASTRUCTURE EASEMENTS FOR THE EXPANSION OF THE HEALTH CENTER and Exhibit B. Map of location of proposed health center.



P.O. Box 4720 LeChee AZ, 86040 P: (928) 698-2805 F: (928) 698-2803 E: lechee@navajochapters.org W: lechee.navajochapters.org

NOW; THEREFORE, BE IT RESOLVED THAT:

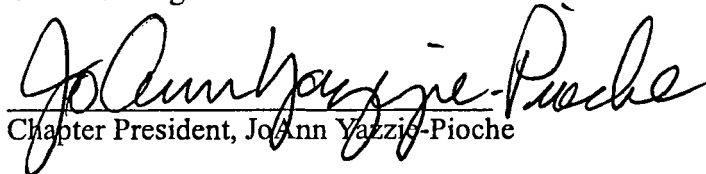
The LeChee Chapter fully supports approving and supporting a total of 100-acres for the development of the Bodaway/Gap (Echo Cliffs) Health Center, Staff Quarters, Sewer Lagoon and Infrastructure Easements.

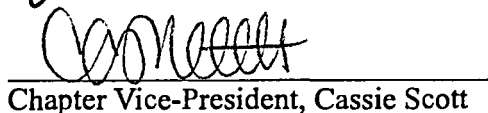
CERTIFICATION:

We, hereby, certify that the foregoing Resolution was considered at a duly Chapter Meeting at The LeChee Chapter, Navajo Nation (Arizona) where a quorum was present and that same was passed by a vote 14 in favor 00 opposed and 02 abstained this 15th day of May 2023.

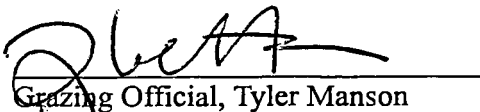
Motion: Irene Whitekiller

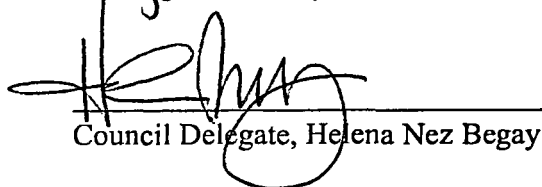
Second: Margie Lane


Chapter President, JoAnn Yazzie-Pioche


Chapter Vice-President, Cassie Scott


Chapter Secretary, Sharla Dale Hunt


Grazing Official, Tyler Manson


Council Delegate, Helena Nez Begay



TO'NANEES'DIZI LOCAL GOVERNMENT

"An Enterprise of the Navajo Nation"

P.O. Box 727, Tuba City, Arizona 86045
Telephone: 928-283-3284 Fax: 928-283-3288
<http://www.tubacity.nndes.org>
Email: tonaneesdizi@navajochapters.org

Gerald Keetso, President
Myra Begay, Vice-President
Helen Webster, Secretary/Treasurer
Steven Arizona, Council Member
Angelita Williams, Council Member
Durann Begay, Executive Manager
Daniel Williams, Grazing Official
Otto Tso, Council Delegate

Aniidi Legislation #TND-10-OR-2023

ANIIDI LEGISLATION OF TONANEESDIZI LOCAL GOVERNMENT

SUPPORTING THE DEVELOPMENT OF THE 100 ACRES BODAWAY GAP (ECHO CLIFFS) HEALTH CENTER STAFF QUARTERS, SEWER LAGOON, AND RELATED INFRASTRUCTURE EASEMENTS LOCATED NORTH OF THE BODAWAY GAP PRIMARY SCHOOL ON NAVAJO ROUTE 20.

WHEREAS:

1. The To'Nanees'Dizi Council of Naat'aanii pursuant to Resolution No. TCDC# TCDC-18-04, is a certified and recognized Chapter by the Navajo Nation Council, vested with the authority and responsibility to provide and address local planning within its community, and
2. Pursuant to 26 N.N.C., Section 1 (B) is vested with the authority to review all matters affecting the community and to make appropriate correction when necessary and make recommendation to the Navajo Nation and other local agencies for appropriate actions, and
3. To'Nanees'Dizi Local Government is a recognized certified local government of the Navajo Nation, vested with the power and authority to advocate on behalf of its constituents for the improvement of health, education, safety, and general welfare; and
4. The To'Nanees'Dizi Local Government recognizes and supports local economic development, the creation of employment opportunities in the To'Nanees'Dizi community, and the provision of needed goods and services for the To'Nanees'Dizi community and its residents, including healthcare, and including for its elderly population; and
5. The To'Nanees'Dizi Local Government also supports self-determination and tribal sovereignty as exercised under the Indian Self Determination and Education Assistance Act, P.L. 93-638 (the "ISDEAA"), by tribal organizations authorized by the Navajo Nation Council to take over certain functions of the federal government on the Navajo Nation, including health care services; and
6. One of the largest employers in the To'Nanees'Dizi community is the Tuba City Regional Health Care Corporation ("TCRHCC"), an ISDEAA tribal healthcare organization authorized by the Navajo Nation Council to operate a former Indian Health Service ("IHS") regional hospital and various health clinics pursuant to an ISDEAA compact with IHS; TCRHCC's designation as an ISDEAA tribal health organization has been fully supported by the To'Nanees'Dizi Local Government, including by Resolution No. TND-04-01-2018, which also approved TCRHCC's planning, designing, and constructing health care related projects within TCRHCC's service area, including the To'Nanees'Dizi community; and
7. The To'Nanees'Dizi Local Government understands the need to provide the total land acreage recommended to sufficiently build the health facility, staff, quarters, sewer lagoon, infrastructure easements and considering natural land formations and future development; Exhibit A: Supporting Chapter Resolutions from: Bodaway Gap, Coppermine, Kaibeto and LeChee; Exhibit B. Map of location of the proposed health center.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The To'Nanees'Dizi Local Government hereby fully supports for the development of the 100 Acres Bodaway Gap (Echo Cliffs) Health Center, Staff Quarters, Sewer Lagoon and Infrastructure Easements.

***** CERTIFICATION *****

We hereby certify that the foregoing resolution was duly considered by the To'Nanees'Dizi Local Government, at a duly called meeting at the To'Nanees'Dizi Local Government of Tuba City (Navajo Nation), Arizona; at which a quorum was present and that same was passed by a vote of 4 in favor, 0 opposed, and 1 abstained on this 1st day of October, 2023.

Motioned By: Myra Begay

Seconded By: Angie Williams

Gerald Keetso
Gerald Keetso, President

Myra Begay
Myra Begay, Vice President

Helen Webster
Helen Webster, Secretary/Treasurer

Steven Arizona
Steven Arizona, Council Member

Angelita Williams
Angelita Williams, Council Member

CONSENT TO USE NAVAJO NATION LANDS

TO WHOM IT MAY CONCERN:

I, Wilson Bigman, hereby grant consent to the Navajo Nation,
Window Rock, Arizona to permit Tuba City Regional Health Care Corporation
of _____ to use a portion of my Grazing area for the
following purpose(s): 100 acres to be used for the development of the Bodaway Gap/Echo Cliffs Health Care
Center, employee housing, sewer lagoon, and related infrastructure easements on Navajo Route 20
as shown on the map that shows the location of the proposed project.

I acknowledge that I do not expect any damage to my improvements or diminishment in
value of my land use rights and/or I expect the value of my land use rights to be enhanced as a
result of the above referenced project as proposed.

REMARKS:

I consent to have health care to be build on
this site I am a permit holder in this area.
07/26/23 Wilson Bigman 1-1931
DATE LAND USER SIGNATURE CENSUS NO. PERMIT NO.
(OR THUMBPRINT)

PHONE NO.

ADDRESS (P.O. BOX, CITY, STATE, ZIP)

SOCIAL SECURITY NO.

WITNESS:

8-2-
DATE

Stanford J. J. J.
GRAZING OFFICIAL OR LAND BOARD

1-3
DISTRICT NO.

Acknowledgement of Field Agent

I acknowledge that the contents of this consent form was ☐ read ☐ or fully explained to
the grazing permit holder in ☐ Navajo or ☐ English. (check where applicable)

Field Agent Signature

CONSENT TO USE NAVAJO NATION LANDS

TO WHOM IT MAY CONCERN:

I, Rohvena Black, hereby grant consent to the Navajo Nation,
Window Rock, Arizona to permit Tuba City Regional Health Care Corporation
of _____ to use a portion of my Grazing area for the
following purpose(s): 100 acres to be used for the development of the Bodaway Gap/Echo Cliffs Health Care
Center, employee housing, sewer lagoon, and related infrastructure easements on Navajo Route 20
as shown on the map that shows the location of the proposed project.

I acknowledge that I do not expect any damage to my improvements or diminishment in
value of my land use rights and/or I expect the value of my land use rights to be enhanced as a
result of the above referenced project as proposed.

REMARKS:

I permit Tuba City Regional Health Care Corporation to be built, so that we
can also have benefits to it as well. I am a landowner not a permit holder.

07-26-2023 [Signature] _____

DATE

LAND USER SIGNATURE
(OR THUMBPRINT)

CENSUS NO.

PERMIT NO.

PHONE NO.

ADDRESS (P.O. BOX, CITY, STATE, ZIP)

SOCIAL SECURITY NO.

WITNESS: _____

8-2-23

DATE

[Signature]

GRAZING OFFICIAL OR LAND BOARD

1-3

DISTRICT NO.

Acknowledgement of Field Agent

I acknowledge that the contents of this consent form was ☐ read ☐ or fully explained to
the grazing permit holder in ☐ Navajo or ☐ English. (check where applicable)

Field Agent Signature

Consent Form #1
(No Expected Damages)

CONSENT TO USE NAVAJO NATION LANDS

TO WHOM IT MAY CONCERN:

I, Bessie John, hereby grant consent to the Navajo Nation,
Window Rock, Arizona to permit Tuba City Regional Health Care Corporation
of _____ to use a portion of my Grazing area for the
following purpose(s): 100 acres to be used for the development of the Bodaway Gap/Echo Cliffs Health Care Center
employee housing, sewer lagoon, and related infrastructure easements on Navajo Route 20
as shown on the map that shows the location of the proposed project.

I acknowledge that I do not expect any damage to my improvements or diminishment in
value of my land use rights and/or I expect the value of my land use rights to be enhanced as a
result of the above referenced project as proposed.

REMARKS:

I am a permit holder and I consent to have Tuba City Regional
Health Care Corporation to build.

<u>7/26/2023</u>	<u>Bessie John</u>	<u>1-1767</u>
DATE	LAND USER SIGNATURE (OR THUMBPRINT)	PERMIT NO.
_____ PHONE NO.	_____ ADDRESS (P.O. BOX, CITY, STATE, ZIP)	_____ SOCIAL SECURITY NO.

WITNESS:

<u>8-2-23</u>	<u>Stanford Jones</u>	<u>1-3</u>
DATE	GRAZING OFFICIAL OR LAND BOARD	DISTRICT NO.

Acknowledgement of Field Agent

I acknowledge that the contents of this consent form was ☐ read ☐ or fully explained to
the grazing permit holder in ☐ Navajo or ☐ English. (check where applicable)

Field Agent Signature



NAVAJO NATION DEPARTMENT OF JUSTICE



DOCUMENT REVIEW REQUEST COVER SHEET

DOJ USE ONLY

December 18, 2023
DATE / TIME

NNDOJ #: See HighQ

DOC #: 21664

UNIT: Natural Resources Unit

RESUBMITTAL: {...}

*** FOR NNDOJ USE ONLY - DO NOT CHANGE OR REVISE FORM. VARIATIONS OF THIS FORM WILL NOT BE ACCEPTED. ***

CLIENT TO COMPLETE			
DATE OF REQUEST:	<u>December 18, 2023</u>	DIVISION:	<u>Division of Natural Resources</u>
CONTACT NAME:	<u>Ettie Anderson-Abasta</u>		
PHONE NUMBER:	<u>X-6447</u>	E-MAIL:	<u>eaabasta@navajo-nsn.gov</u>
TITLE OF DOCUMENT: <u>21664: Echo Cliffs Health Center Sewage Lagoon Lease</u>			
UNIT REVIEW			
DATE/TIME IN UNIT: <u>December 18, 2023</u>		REVIEWING ATTORNEY/ADVOCATE: <u>Chee, Irvin</u>	
DATE/TIME ATTORNEY REVIEW COMPLETE: <u>{...}</u>			
DATE/TIME OUT OF UNIT: <u>See email transmitting completed document</u>			
DOJ ATTORNEY / ADVOCATE COMMENTS			
<u>Legally Sufficient. SN 12:07pm 1/4/24</u>			
LEGAL STATUS: <u>Sufficient</u>		SURNAMED BY: <u>NRU AAG</u> See Document Review signature sheet for date/time	

Document No. 021664Date Issued: 10/25/2023**EXECUTIVE OFFICIAL REVIEW**Title of Document: TCRHCC, EchoCliffs Sewage Lagoon 30ac Contact Name: ANDERSON ABASTA, ETTIEProgram/Division: DIVISION OF NATURAL RESOURCESEmail: eaabasta@navajo-nsn.gov Phone Number: 928-871-6447

<input type="checkbox"/>	Business Site Lease			Sufficient	Insufficient
	1. Division:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Controller:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	(only if Procurement Clearance is not issued within 30 days of the initiation of the E.O. review)				
	3. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Business and Industrial Development Financing, Veteran Loans, (i.e. Loan, Loan Guarantee and Investment) or Delegation of Approving and/or Management Authority of Leasing transactions				
	1. Division:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Fund Management Plan, Expenditure Plans, Carry Over Requests, Budget Modifications				
	1. Office of Management and Budget:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Controller:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Navajo Housing Authority Request for Release of Funds				
	1. NNEPA:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Lease Purchase Agreements				
	1. Office of the Controller:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	(recommendation only)				
	2. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Grant Applications				
	1. Office of Management and Budget:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Controller:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Five Management Plan of the Local Governance Act, Delegation of an Approving Authority from a Standing Committee, Local Ordinances (Local Government Units), or Plans of Operation/Division Policies Requiring Committee Approval				
	1. Division:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Relinquishment of Navajo Membership				
	1. Land Department:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Elections:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>

☐ Land Withdrawal or Relinquishment for Commercial Purposes

Sufficient Insufficient

1. Division: _____ Date: _____ ☐ ☐
2. Office of the Attorney General: _____ Date: _____ ☐ ☐

☐ Land Withdrawals for Non-Commercial Purposes, General Land Leases and Resource Leases

1. NLD _____ Date: _____ ☐ ☐
2. F&W _____ Date: _____ ☐ ☐
3. HPD _____ Date: _____ ☐ ☐
4. Minerals _____ Date: _____ ☐ ☐
5. NNEPA _____ Date: _____ ☐ ☐
6. DNR _____ Date: _____ ☐ ☐
7. DOJ _____ Date: _____ ☐ ☐

☐ Rights of Way

1. NLD _____ Date: _____ ☐ ☐
2. F&W _____ Date: _____ ☐ ☐
3. HPD _____ Date: _____ ☐ ☐
4. Minerals _____ Date: _____ ☐ ☐
5. NNEPA _____ Date: _____ ☐ ☐
6. Office of the Attorney General: _____ Date: _____ ☐ ☐
7. OPVP _____ Date: _____ ☐ ☐

☐ Oil and Gas Prospecting Permits, Drilling and Exploration Permits, Mining Permit, Mining Lease

1. Minerals _____ Date: _____ ☐ ☐
2. OPVP _____ Date: _____ ☐ ☐
3. NLD _____ Date: _____ ☐ ☐

☐ Assignment of Mineral Lease

1. Minerals _____ Date: _____ ☐ ☐
2. DNR _____ Date: _____ ☐ ☐
3. DOJ _____ Date: _____ ☐ ☐

☐ ROW (where there has been no delegation of authority to the Navajo Land Department to grant the Nation's consent to a ROW)

1. NLD _____ Date: _____ ☐ ☐
2. F&W _____ Date: _____ ☐ ☐
3. HPD _____ Date: _____ ☐ ☐
4. Minerals _____ Date: _____ ☐ ☐
5. NNEPA _____ Date: _____ ☐ ☐
6. DNR _____ Date: _____ ☐ ☐
7. DOJ _____ Date: _____ ☐ ☐
8. OPVP _____ Date: _____ ☐ ☐

X

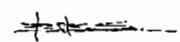
OTHER:

1. DOT (f.e.) VPJ arht Date: 1-4-24 ☒ ☐
2. NLD St. Date: 1/04/2024 ☒ ☐
3. OPVP BmBak Date: 01/09/2024 ☒ ☐
4. _____ Date: _____ ☐ ☐
5. _____ Date: _____ ☐ ☐


Tier 1 Document Voting Results


User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signature
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Team: Navajo Nation Land Department Manager III (NLD) - OSS


Byron Bitsoie Sr (NLTDS - Manager III Admin)	Acting Department (Approver)	NLD	Approved	1 Sufficient	1 No Reply	05-Jan-2024	
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Team: Navajo Nation Resource Conservation & Recovery Program (NNEPA) - OSS

Frederick Sherman (NLTDS and GLDD)	Senior Environment al Specialist	Navajo Nation EPA	Approved	no comments	No Reply	22-Nov-2023	
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Norvina Charleston (NLTDS and GLDD)	Senior Environment al Specialist	Navajo Nation EPA	Approved	no comments	No Reply	22-Nov-2023	
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Team: Navajo Nation Minerals - OSS

Rebecca Gilchrist (NLTDS and GLDD)	Senior Mining Engineer (Reviewer)	Minerals Department	Approved	no comments	No Reply	28-Nov-2023	
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Richard Carlton (NLTDS and GLDD)	Senior Geologist	Minerals Department	Approved	no comments	No Reply	28-Nov-2023	
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Steven Prince MIN (NLTDS and GLDD) Principal Petroleum Department Engineer (Approver) Minerals Department d Approve no comments No Reply 28-Nov-2023

Steven L. Prince

William B. Raines (NLTDS and GLDD) Program Manager Minerals Department d Approve 1 This vote is contingent upon the uploaded ROW Terms and Conditions, EOR_216 64 is permanently included in the application approval package. WBR. 1 No Reply 28-Nov-2023

William B. Raines

Team: Navajo Nation Water Quality (NNEPA) - OSS

Dorothy Barber-Redhorse (NLTDS and GLDD) Senior Environmental Specialist Navajo Nation EPA d Approve 1 My approval is granted to this Lease for the proposed Echo Cliffs Health Center Sewage Lagoon. 1 No Reply 04-Dec-2023

Dorothy Barber-Redhorse

Patrick Principal Navajo Approve no No 04-Dec-
Antonio Hydrologist Nation EPA d comments Reply 2023
EPA
(NLTDS
and
GLDD)

Patrick Antonio

Team: Navajo Nation Water Resources

Jason Department Department Approve no No 27-Nov-
John Manager III of Water d comments Reply 2023
(NLTDS Resources
and
GLDD)

John

Najamh Branch Department Approve no No 27-Nov-
Tariq Director of Water d comments Reply 2023
(NLTDS (Reviewer) Resources
and
GLDD)

Najamh Tariq

Team: Navajo Nation Waste Regulatory/Storage Tanks (NNEPA) - OSS

Tanya EnvironmentNavajo Approve no No 06-Dec-
Yazzie al Specialist Nation EPA d comments Reply 2023
(NLTDS
and
GLDD)

Tanya Yazzie

Warren EnvironmentNavajo Approve no No 06-Dec-
Roan - al Nation EPA d comments Reply 2023
EPA Department
(NLTDS Manager
and
GLDD)

Warren Roan

Team: Navajo Nation Air & Toxic (NNEPA) - OSS

Eugenia EnvironmentNavajo Approve no No 27-Nov-
Quintana al Nation EPA d comments Reply 2023
EPA Department
(NLTDS Manager
and
GLDD)

Eugenia Quintana

Glenna Lee EPA (NLTDS and GLDD)	Environmental Department Manager	Navajo Nation EPA d	Approve d	<i>no comments</i>	<i>No Reply</i>	27-Nov-2023
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Team: Division of Natural Resources (DNR) - OSS

Robert Allan DNR (NLTDS and GLDD)	Attorney (Approver)	Division of Natural Resources	Approve d	<i>no comments</i>	<i>No Reply</i>	06-Dec-2023
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Robert O. Allan

W. Mike Halona - DNR (NLTDS and GLDD)	Division Director of Division of Natural Resources	Administrati on	Approve d	<i>no comments</i>	<i>No Reply</i>	06-Dec-2023
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Team: Navajo Nation Heritage and Historic Preservation (NNHHPD) - OSS

Olsen John (NLTDS and GLDD)	Archaeologi st	Navajo Nation Heritage and Historic Preservation Department	Approve d	<i>no comments</i>	<i>No Reply</i>	22-Nov-2023
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Olsen John

Richard Begay NNHP (NLTDS and GLDD)	Department Manager III (Approver)	Navajo Nation Heritage and Historic Preservation Department	Approve d	<i>no comments</i>	<i>No Reply</i>	22-Nov-2023
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Rich M Begay

Rolf J. Nabahe (NLTDS and GLDD)	Senior Archeologist (Reviewer)	Navajo Nation Heritage and Historic Preservation Department	Approve d	<i>no comments</i>	<i>No Reply</i>	22-Nov-2023
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Team: Navajo Nation Public Water Systems (NNEPA) - OSS

Merle Chischilly (NLTDS and GLDD) Environmental Specialist Navajo Nation EPA d Approve 1 Document 1 No 07-Dec-2023 Reply 2023 Approved due to User inaction within 10 Business Days

Yolanda Barney NNEPA Manager (NLTDS and GLDD) Environmental Program Manager Navajo Nation EPA d Approve 1 Document 1 No 07-Dec-2023 Reply 2023 Approved due to User inaction within 10 Business Days



Team: Navajo Nation Superfund (NNEPA) - OSS

Jeremy Bekis (NLTDS and GLDD) Remedial Project Manager Navajo Nation EPA d Approve 1 Document 1 No 07-Dec-2023 Reply 2023 Approved due to User inaction within 10 Business Days



Shelby Dayzie - EPA (NLTDS and GLDD) Remedial Project Manager Navajo Nation EPA d Approve 1 Document 1 No 07-Dec-2023 Reply 2023 Approved due to User inaction within 10 Business Days



Team: Navajo Nation Fish & Wildlife (NNDFW) - OSS

Leanna Wildlife Navajo Approve *no* *No* 22-Nov-
 Begay Manager Nation Fish d *comments* *Reply* 2023
 (NLTDS and Wildlife
 and
 GLDD)

Leanna Begay

T. Kim Navajo Navajo Approve 1 Approved 1 *No* 22-Nov-
 Yazzie Nation Fish Nation Fish d . , Linked . *Reply* 2023
 (NLTDS and Wildlife and Wildlife document
 and s
 GLDD) available

TY

Verna Navajo Navajo Approve *no* *No* 22-Nov-
 Tsosie Nation Fish Nation Fish d *comments* *Reply* 2023
 (NLTDS and Wildlife and Wildlife
 and
 GLDD)

Verna Tsosie

Tier 13 Document Voting Results

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signature
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Irvin Chee Principal Navajo Approve *no* *No* 04-Jan-
 (NLTDS Tribal Nation d *comments* *Reply* 2024
 and Court Department
 GLDD) Advocate of Justice
 e

A. H.

Veronica Assistan Navajo Approve 1. Yellow 1. *No* 04-Jan-
 Blackhat t Nation d Sheet and *Reply* 2024
 (NLTDS Attorney Department signature
 and General of Justice sheet were
 GLDD) provided
 to GLDD;
 review
 completed
 on
 1/04/24.

V. Blackhat

Tier 14 Document Voting Results

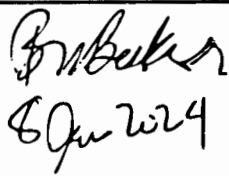
User Name	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signature
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(Facility
)

Byron Acting NLD Approve *no* No 05-Jan-
Bitsoie Sr Departme d *comments* Reply 2024
(NLTDS - nt
Admin) Manager
III
(Approver
)

Tier 14 Document Voting Results
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User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signature
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Bidtah Becker (NLTDS and GLDD)	Chief Legal Counsel	OPVP	Approved <i>no</i> <i>comments</i>	<i>No Reply</i>	08- Jan- 2024		
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Brittany Smith (NLTDS and GLDD)	Executive Staff Assistant	OPVP	Approved <i>no</i> <i>comments</i>	<i>No Reply</i>	08-Jan- 2024		
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Individuals in blue font performed the Approval on behalf of all members in the group.
This is possible when Peer Approval has been enabled for the Project.



TUBA CITY REGIONAL HEALTH CARE CORPORATION

167 North Main Street, P.O. Box 600
Tuba City, Arizona 86045-0600
(928) 283.2501

October 30, 2023

Ms. Ettie Anderson-Abasta
Department Manager
General Land Development Department, Navajo Nation
P.O. Box 2249
Window Rock, AZ 86515

Email to: eaabasta@navajo-nsn.gov

Re: Application for a Navajo Nation Surface Use Lease for a Sewage Lagoon to Support the Echo Cliffs (formerly Bodaway Gap) Health Center

Dear Ms. Anderson-Abasta,

I am writing on behalf of Tuba City Regional Health Care Corporation ("TCRHCC") to apply for a Navajo Nation surface use lease (the "Lease") covering 30 acres pursuant to the Navajo Nation General Leasing Regulations of 2013, 16 N.N.C. § 2301 et seq. (the "General Leasing Regulations"), for a sewage lagoon to support the Echo Cliffs (formerly Bodaway Gap) Health Center ("Health Center"). TCRHCC is separately applying for surface use leases for the Health Center and for associated staff housing.

In accordance with 16 N.N.C. § 2334(F), TCRHCC is requesting that the rent be waived or that only nominal rental be charged because TCRHCC is a non-profit corporation and the Lease is to support TCRHCC's provision of healthcare services to Navajo Nation tribal members, and because the sewage lagoon is also expected to provide sewage services for the local community. See id. ("The Navajo Nation may waive the rent, or charge nominal rent, for . . . leases for use of Navajo Nation trust land by . . . non-profits . . . where such entities or projects are providing essential governmental or utility services to Navajo people . . .").

Purpose of Lease

TCRHCC is authorized by the Navajo Nation Council as a tribal healthcare organization pursuant to the Indian Self Determination and Education Assistance Act, P.L. 93-638 (the "ISDEAA"). Pursuant to its ISDEAA Compact with the U.S. Department of Health and Human Services ("HHS"), Indian Health Service ("IHS"), TCRHCC operates the former Navajo Area IHS Tuba City Indian Medical Center, and multiple satellite facilities and clinics, providing services to IHS beneficiaries in TCRHCC's service area within the Western Navajo Agency and Coconino County, including multiple Navajo Nation Chapters, the Hopi Village of Moenkopi, and the San Juan Southern Paiute Tribe.

The Health Center will be a new, 123,565 square foot state of the art health care facility to be owned and operated by TCRHCC pursuant to its Compact with IHS. The Health Center will provide Primary Care, Specialty Care, Tele-Medicine, Diabetes, Dental, Diagnostic Imaging, Pharmacy Services, Emergency Medical Services, Laboratory, Alcohol/Substance Abuse, Dietary and other Services to Navajo Tribal Members and other eligible Native Americans in TCRHCC's Service area. The Health Center is being funded by the IHS pursuant to a Title V Construction Project Agreement between TCRHCC and IHS. Staff Housing under this Lease application will be for approximately 92 units. The sewage lagoon will support the Health

Center and Staff Housing, and may be utilized for the local community, as well. It is anticipated that the Navajo Tribal Utility Authority will eventually take over ownership and operation of the sewage lagoon.

TCRHCC is also requesting preauthorization in the Lease to enter into an ISDEAA Section 105(l) lease for the Leased Premises with IHS as a sublease of the Lease, pursuant to the ISDEAA and its implementing regulations at 25 C.F.R. § 900.69 et seq. Section 105l of the ISDEAA requires IHS, upon TCRHCC's request, to enter into a lease with the TCRHCC for facilities that TCRHCC owns or leases and is using to carry out federal programs, services, functions, and activities (PSFAs) under its ISDEAA compact with IHS. Authorizing language for a Section 105(l) lease is found at Section 13(B) of the proposed Lease and has been previously reviewed and approved by the Navajo Nation Department of Justice for two other leases submitted by TCRHCC.

Lease Application Supporting Documents

Pursuant to 16 N.N.C. § 2321 of the General Leasing Regulations, enclosed as part of TCRHCC's Lease application are the following supporting documents (provided via email or on a flash drive in electronic format):

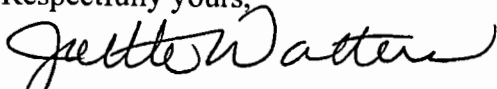
1. A fully completed lease form, attached in Microsoft Word, and as a pdf signed by me, as composite **Exhibit A**;¹
2. Certified site survey, plat, and legal description of the **30 acres** for the **sewage lagoon**, attached as **Exhibit B**;
3. A July 2023 Environmental Assessment ("EA") appending a Biological Resources Compliance Form from the Navajo Nation Department of Fish and Wildlife, and a Cultural Resource Compliance Form from the Navajo Nation Cultural and Historic Preservation Department, attached as composite **Exhibit C**;
4. Resolution No. TCRHCC 06-07-2023 of the TCRHCC Board of Directors dated July 25, 2023 requesting a surface use lease for TCRHCC from the Navajo Nation for the Health Center, Associated Staff Housing, and Sewage Lagoon, attached as **Exhibit D**;
5. Resolutions of the Bodaway Gap, Coppermine, and Le Chee Chapters, and of the To'Nanees'Dizi Local Government (formerly Tuba City Chapter), supporting development and withdrawal of the 44 acre tract for the Health Center, 26 acre tract for staff housing, and 30 acre tract for the **sewage lagoon** (100 acres in total), attached as composite **Exhibit E**;
6. Grazing Consent Form executed by the local Grazing Official, attached as **Exhibit F**.

Mr. Julius Young II, who is TCRHCC's Chief Operating Officer, is my delegated representative for this matter. He can be reached at (928) 283-2160, and to julius.young@tchealth.org. If the Navajo Nation Department of Justice has any questions about TCRHCC's lease application, please have them contact TCRHCC's general counsel, W. Gregory Kelly, at (505) 296-9400 (office), (541) 968-9272 (cell), or to wgk@fryelaw.us.

Thank you for your time and assistance in this matter.

¹ The lease form is based on the template provided by the Assistant Attorney General for the Natural Resources Unit, Navajo Nation Department of Justice. As discussed above, TCRHCC has added a Section 13(B), highlighted in the Lease, for preauthorization to enter into an ISDEAA Section 105l lease.

Respectfully yours,



Joette Walters, RN, MSN, MBA
Chief Executive Officer
Tuba City Regional Health Care Corporation

Enclosures

- c: Julius Young II, Chief Operating Officer, TCRHCC
Steven Chischilly, Jr., Environmental Specialist; to stchischilly@navajo-nsn.gov
Malik Scott, Leasing Agent, to malik.scott@navajo-nsn.gov
Navajo Nation General Land Development Department

**RESOURCES AND DEVELOPMENT COMMITTEE
25th NAVAJO NATION COUNCIL**

SECOND YEAR 2024


**ROLL CALL
VOTE TALLY SHEET
(CONSENT AGENDA)**

LEGISLATION #0037-24: AN ACTION RELATING TO THE RESOURCES AND DEVELOPMENT COMMITTEE; APPROVING A SURFACE USE LEASE FOR TUBA CITY REGIONAL HEALTHCARE CORPORATION FOR CONSTRUCTION OF A SEWAGE LAGOON FOR THE NEW ECHO CLIFFS HEALTH CENTER AND ASSOCIATED FACILITIES. *Sponsor: Honorable Otto Tso Co-Sponsor: Honorable Casey Allen Johnson*


Date: February 14, 2024 – Regular Meeting (Mentmore, New Mexico)
Location: Navajo Division of Transportation – #16 Old Coalmine Road – Mentmore, New Mexico 87319

Consent Agenda Motion:

M: Rickie Nez **S:** Casey Allen Johnson **V:** 5-0-1 (CNV)
In Favor: Shawna Ann Claw; Casey Allen Johnson; Rickie Nez; Danny Simpson; Otto Tso
Opposition: None
Excused: None
Not Voting: Brenda Jesus, *Chairperson*



Honorable Brenda Jesus, *Chairperson*
Resources and Development Committee



Leslie M. Tsosie, *Legislative Advisor*
Office of Legislative Services