

RESOLUTION OF THE  
RESOURCES AND DEVELOPMENT COMMITTEE  
Of the 23<sup>rd</sup> NAVAJO NATION COUNCIL--Second Year, 2016

AN ACTION RELATING TO RESOURCES AND DEVELOPMENT; APPROVING THE ISSUANCE OF LEASE TO THE LUKACHUKAI COMMUNITY SCHOOL BOARD OF EDUCATION FOR 44.28 ACRES, MORE OR LESS, AND RIGHT OF REASONABLE INGRESS AND EGRESS, SUBJECT TO ANY PRIOR, VALID, EXISTING RIGHTS-OF WAY TO CONSTRUCT, OPERATE AND MAINTAIN A COMMUNITY SCHOOL AND OTHER EDUCATIONAL PURPOSES INCLUDING HOUSING FOR TEACHERS AND OTHER STAFF, A SPORT FACILITY, ADMINISTRATIVE OFFICES AND MAINTENANCE BUILDINGS IN THE LUKACHUKAI CHAPTER VICINITY, NAVAJO NATION (APACHE COUNTY, ARIZONA)

**Section One. Authority**

- A. Pursuant to 2 N.N.C. Section 501 (B) (2), the Resources and Development Committee of the Navajo Nation Council has authority to give final approval of non-mineral leases and surface easements on Navajo Nation land and unrestricted (fee land).

**Section Two. Findings**

- A. The Lukachukai Community Board of Education, Inc., P.O. Box 230, Lukachukai, Arizona 86507, has requested a lease to use 44.28 acres, more or less, of Navajo Nation Trust Lands together with the right of reasonable ingress and egress, subject to any prior, valid, existing rights-of-way. Letter dated January 29, 2016 from Lukachukai Community Board of Education, Inc., to the Navajo Land Department is attached as **Exhibit J**. Resolution of the Lukachukai Community School, Inc., the Education Committee and the Intergovernmental Relations Committee supporting the construction of a new school are attached as **Exhibit K**.
- B. The proposed lease site is Southeast Quarter of Section 30, East One-Half of Section 31 and West One-Half of Section 32, Township 35 North, Range 29 East, G&SRM, Apache County, Arizona. The location of the site is more particularly described on the map marked **Exhibit B**.

- C. The Resources Committee in 2001 by Resolution Number RCO-182-01, **Exhibit C**, approved the land withdrawal of 44.28 acres for the Lukachukai Community School, Inc.
- D. The Project Review Section with the Navajo Land Department has obtained the consent from the affected land users (i.e. grazing permittees). The consent document is attached hereto as **Exhibit D**.
- E. The environmental and archaeological studies have been completed and are attached hereto and incorporated herein by this reference. A Finding of No Significant Impact, **Exhibit E** with appendices; the Cultural Resources Inventory, **Exhibit F**, with appendices; the Cultural Resources Compliance Form, **Exhibit G**; Biological Resources Compliance Form **Exhibit H**; and a memorandum from the Navajo Nation Environmental Protection Agency, Office of Environmental Review, **Exhibit I** are attached.

### Section Three. Approval

- A. Resources and Development Committee of the Navajo Nation Council hereby approves a Lukachukai Community Board of Education, Inc., for 44.28 acres, more or less, of Navajo Nation Trust Lands together with the right of reasonable ingress and egress, subject to any prior, valid, existing rights-of-way of Navajo Nation Trust Lands in the Lukachukai Chapter vicinity, Navajo Nation (Apache County, Arizona). The location is more particularly described on the survey map attached hereto as **Exhibit B**.
- B. The Resources and Development Committee of the Navajo Nation Council hereby approves the Lukachukai Community Board of Education, Inc. Lease subject to, but not limited to the terms and conditions in the Lease attached hereto as **Exhibit A**" and made a part hereof.
- C. The Resources and Development Committee of the Navajo Nation Council 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 foregoing resolution was duly considered by the Resources and Development Committee of the 23<sup>rd</sup> Navajo Nation Council at a duly called meeting at NDOT-Nataani Conference Room, Tse Bonito, Navajo Nation (New Mexico), at which a quorum was present and that the same was passed by a vote of 3 in favor, 0 opposed, 1 abstained this 24<sup>th</sup> day of May, 2016.

A handwritten signature in dark ink, appearing to read 'Benjamin Bennett', with a stylized flourish at the end.

Benjamin Bennett, Vice-Chairperson  
Resources and Development Committee  
Of the 23<sup>rd</sup> Navajo Nation Council

Motion: Honorable Davis Filfred  
Second: Honorable Leonard Pete



LEASE NO. \_\_\_\_\_

**THE NAVAJO NATION  
and  
LUKACHUKAI COMMUNITY SCHOOL BOARD**

**THIS LEASE** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between **THE NAVAJO NATION**, hereinafter called the "Lessor," whose address is Post Box 9000, Window Rock, Navajo Nation (Arizona) 86515, and the **LUKACHUKAI COMMUNITY BOARD OF EDUCATION, INC.**, hereinafter called the "Lessee," whose address is Post Office Box 230, Lukachukai, Arizona 86507, in accordance with the provisions of 2 N.N.C. § 501 (B)(2)(a) and 25 U.S.C. §415, as implemented by the regulations contained in 25 C.F.R. Part 162; and all amendments or successors thereto, which by this reference are made a part hereof.

**1. DEFINITIONS.**

(A) *"Approved Encumbrance"* means an encumbrance approved in writing by Lessor and the Secretary 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 in the NNCERCLA at 4 N.N.C. § 2104 (Q), including all amendments or successors thereto.

(D) *"Improvement"* means an addition to real property, whether permanent or not; especially one that increases its value or utility or that enhances its appearance.

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

(F) *"NNSTA"* means the Navajo Nation Storage Tank Act, which is the short title for the Navajo Nation Underground and Aboveground Storage Tank Act, as codified in 4 N.N.C § 1501 et seq. and amended by Council Res. CJA-09-12.

(G) *"RCRA"* means the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq..

(H) *"Regulated Substance"* means any regulated substance as defined at § 1502 (V) of the NNSTA, which includes petroleum and petroleum products.

(I) *"Secretary"* means the Secretary of the United States Department of the Interior or his duly authorized representative or successor.

(J) *"Storage Tank"* is any tank which is defined by either of the following subsections:

(1) Any aboveground storage tank as defined at § 1502 (B) of the NNSTA;



or

- (2) Any underground storage tank as defined at § 1502 (BB) of the NNSTA;

except that for purposes of this Lease the definition of "Storage Tank" shall include underground and aboveground tanks that are used to store hazardous waste, as defined under RCRA, in addition to regulated substances.

## **2. LEASED PREMISES.**

For and in consideration of the rents, covenants, agreements, terms and conditions contained herein, Lessor hereby leases to Lessee all that tract or parcel of land situated within the chapter of Lukachukai, Navajo Nation (AZ), more particularly described in Exhibit "A," attached hereto and by this reference made a part hereof, containing approximately 44.28 acres, more or less, together with the right of reasonable ingress and egress, subject to any prior, valid, existing rights-of-way, is 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.

## **3. PURPOSE, UNLAWFUL USES.**

(A) Lessee shall develop, use and occupy the Leased Premises for the purpose of constructing, maintaining, and operating a community school and other educational purposes, including housing for teachers and other staff, a sport facility, administrative offices and maintenance buildings, and other purposes, consistent with the principal use of the Leased Premises for a school.

(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 and the Secretary. The consent of Lessor may be withheld, granted or granted upon conditions, in the sole discretion of Lessor.

(C) Lessee may, under the terms and conditions provided herein, place/install storage tanks on the premises to store gasoline, diesel fuel and used motor oil to operate and maintain its motor vehicles and school buses

(D) 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 twenty-five (25) years, beginning (FILL IN DATE).

## **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: None. In accordance with the provisions of 25 C.F.R. Part 162.604(b)(2)&(3), only nominal rental is provided for herein because this Lease is for educational purposes.

## **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, any agent of Lessor or the United States 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 or the United States, but solely upon Lessee's independent investigation.

## **7. IMPROVEMENTS.**

(A) All buildings and other Improvements on the Leased Premises, including removable personal property and trade fixtures, shall remain on the Leased Premises after termination of this Lease. At its option, Lessor may require Lessee to remove said buildings and other improvements and to restore the Leased Premises to its original state upon termination of this Lease.

(B) As used in this section, the term "removable personal property" shall not include property which normally would be attached or affixed to buildings, other Improvements or land in such a way that it would become a part of the realty, regardless of whether such property in fact is so attached or affixed.

(C) Notwithstanding any other provision of this Lease, the terms of this Section and Sections 7(D) and (E) below govern ownership and removal responsibility for any hazardous substances, regulated substances or petroleum product manufacturing, processing, dispensing, storage, or conveyance facilities placed in or on Leased Premises. Any such facilities must comply with applicable federal, state, Navajo Nation and local law including, in the case of Storage Tanks, but not limited to, requirements for corrosion protection, spill and overfill protection and leak detection. Any repairs made to such facilities must comply with applicable repair standards. Lessee shall provide the appropriate Navajo Nation Land Department or its successor with complete and legible copies of all documents establishing Lessee's ownership of, lease of, or acquisition of any other use interest in any Storage Tanks installed on the Leased Premises.

(D) Unless otherwise notified by the Lessor, hazardous substances, regulated substances and Storage Tanks are the property of the Lessee who placed them on the property and do not become the property of the Lessor for RCRA or CERCLA liability purposes or otherwise upon the expiration of the Lease. Lessee is the owner for RCRA, 42 U.S.C. 6991 (3), purposes of any Storage Tanks placed on the Leased Premises. Lessee is also the Owner under CERCLA 42 U.S.C. 9607(a) and NNCERCLA §§ 2501(A) and 2503. Petroleum manufacturing, processing, storage, Storage Tanks, or conveyance facilities shall be removed by Lessee unless notified by Lessor in writing not to remove all or part of such property. Except as otherwise provided under Section 7 (A) and (D) of this Lease, whatever property remaining on the Leased Premises shall become the property of Lessor upon termination of the Lease.

(E) Prior to termination of the Lease and prior to vacating the property the Lessee shall remove any of the Improvements subject to removal as described above and below, assess the site for potential contamination, remediate any contamination discovered, and satisfy or actively and in good faith seek resolution of any third party damages which may have occurred. Should any of the above activities extend past the termination date of the Lease, the Lease shall be extended pursuant to Section 27, Holding Over, and the Lessee shall remain financially responsible for completing these activities. The bond or insurance required to be posted under Section 23, Financial Responsibilities for Storage Tanks, of this Lease shall not be released or terminated until these activities are completed.

#### **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 leasehold premises, the Lessee shall require its construction contractor to post construction bonds in an amount sufficient to cover such construction as may be approved by the Lessor. The Bond shall be written to protect Lessor, Lessee, and the United States of America. Copies of the bonds shall be submitted to Lessor and the Secretary 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 and with the Secretary within thirty (30) days of their execution; and
- (5) such agreements are otherwise in accordance with the provisions of 25 C.F.R. Part 169, Subpart B, 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 or the Secretary, Lessee shall furnish Lessor and the Secretary 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, the Secretary 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 or the Secretary, 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.**

Lessee shall not assign, convey or otherwise transfer this Lease, or any interest therein, without the prior written approval of Lessor and the Secretary, 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.

### **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 the Secretary, 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 and the Secretary 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 and the Secretary 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 and the Secretary, 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 Secretary 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 and the Secretary, either jointly or severally, 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 the Secretary 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 or the Secretary 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 the Secretary, or any other rights or remedies now held or which may be held by Lessor in the future.

(D) Lessor and the Secretary, 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 and the Secretary 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. Neither Lessor nor the Secretary shall 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 United States and 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 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 premises without first obtaining written consent of the Navajo Nation. Such consent shall be reflected in Section 3(C) of this Lease. If hazardous or regulated substances are used, stored, generated or disposed of on or in the premises, or if the premises become contaminated in any manner for which Lessee or a Sublessee is legally liable, 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 premises, damages due to loss or restriction of rentable or usable space, or any damages due to adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the Lease term and arising as a result of such use, storage, generation, disposal and/or contamination. 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 Navajo Nation. Without limitation of



the foregoing, if Lessee causes or permits the presence of any hazardous or regulated substance on the premises and 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 premises to the condition existing prior to the contamination presence 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 Nation Environmental Protection Agency and the Risk Management Department of the Navajo Nation with a clear and legible copy of all notices or reports concerning Storage Tank installation, testing, leakage, or remediation at the premises subject to this Lease which Lessee is required to provide under the NNSTA and, if not already required under the NNSTA, 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 shall be by first class mail to:

Storage Tank and Leaking Storage Tank Programs  
Navajo Nation Environmental Protection Agency  
Post Office Box 3089  
Window Rock, Navajo Nation (Arizona) 86515

and,

Risk Management Department  
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, Lessor and the United States and shall provide for notification to Lessor and the Secretary 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 and the Secretary.

(B) Lessor or the Secretary 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 or the Secretary's determination that such increase reasonably is necessary for the protection of Lessor or the United States.

(C) With the prior written approval of Lessor and the Secretary, 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 and the Secretary.

**20. NON-LIABILITY.**

Neither Lessor nor the United States Government, 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 the United States Government and agrees to defend and hold Lessor and the United States Government 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, Lessor, the United States and an Encumbrancer, if any, and shall provide for notification to Lessor, and the Secretary 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 and the Secretary.

(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 and the Secretary, 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 and the Secretary.

## **22. INSPECTION.**

The Secretary and Lessor and their authorized representatives shall have the right, at any reasonable time during the term of this Lease, to enter upon the Leased Premises, or any part thereof, to inspect the same and all buildings and other 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. Nothing in this paragraph shall limit Lessee's obligation under applicable law or this Lease to perform testing or remediation or otherwise limit Lessee's liability.

## **23. FINANCIAL RESPONSIBILITY FOR STORAGE TANKS**

If Lessee installs or operates Storage Tanks on the Leased Premises in accordance with Section 3(C) of this Lease, the Lessee shall post a bond, obtain insurance or provide such other evidence of financial responsibility that meets all the requirements of 40 C.F.R. Part 280, Subpart H regardless of whether the Storage Tank in question is an above-ground or underground storage tank. For purposes of meeting the requirements of Part 280, Subpart H, however, the insured or otherwise protected party shall be the Navajo Nation. Lessee shall provide proof of this bond, insurance, or other qualifying financial responsibility mechanism to the Risk Management Department of the Navajo Nation contemporaneous with Lessee's submission of proof of other bonds or insurance to the Bureau of Indian Affairs. This bond or insurance shall remain in effect for the term of the Lease, and any renewals thereof, and shall not be released or terminated until such time as the Risk Management Department of the Navajo Nation, in coordination with the Navajo Nation Environmental Protection Agency, verifies that the facility is in compliance with all applicable law and regulations, or that the Storage Tanks have been removed and the site has been remediated, or that the Lease has been transferred and the new operator has provided proof of an adequate bond, insurance or otherwise satisfied the NNSTA or 40 C.F.R. Part 280, Subpart H financial responsibility requirements, as the case may be. It shall be the responsibility of the Lessee to provide the Risk Management Department of the Navajo Nation with all proof required for release of bond or termination of insurance coverage.

## **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.**

(A) At the termination of this Lease, Lessee will peaceably and without legal process deliver up the possession of the leased premises, in good condition, usual wear and tear excepted.

(B) 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, unless the provisions of Section 29(B), Environmental Audits and Compliance Documents, of this Lease apply.

## **27. HOLDING OVER.**

(A) Except as otherwise provided, 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.

(B) If at the expiration of the term of the Lease, or the expiration of any extension of the term of the Lease, Lessee has not completed all removal and remediation required by this Lease and applicable law, the term of this Lease shall automatically be extended until the Phase Two audit required by this Lease to be performed during the last year of the term of this Lease under Section 29(B), Environmental Audits and Compliance Documents, and any required removal and remediation is completed. Extension of the Lease pursuant to this paragraph does not extend Lessee's right to occupy the premises for purposes of conducting the business activities, described in the provision entitled "Purpose, Unlawful Uses" of the Lease. Rather, extension of the Lease pursuant to this paragraph gives the Lessee or Lessee's agents the right to occupy the leased premises solely for the purposes of performing any necessary environmental audit(s) and any necessary remediation. Lessor may, at its discretion, cancel the Lease extension set forth in this section with or without cause.



**28. ATTORNEY'S FEES.**

Lessee agrees to pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by Lessor or the Secretary in enforcing the provisions of this Lease.

**29. ENVIRONMENTAL AUDITS AND COMPLIANCE DOCUMENTS.**

(A) Entry Audit: If Storage Tanks are located at the Leased Premises, Lessee will supply the Navajo Nation Storage Tank Program with a complete copy of a report of any existing Storage Tank(s) on the Leased Premises, in accordance with the NNSTA. The Lessee's report of existing Storage Tanks will be submitted on a form to be provided by the Director of the Navajo Nation Environmental Protection Agency or his/her designee specifying the:

1. Age,
2. Size,
3. Type,
4. Location,
5. Uses of such tank,
6. The type of release detection system and the extent of any known soil or ground water contamination,
7. The material out of which the tank was constructed,
8. Factory tank design specifications,
9. Tank system schematic, and
10. Other pertinent information as may be determined by the Director.

(B) Lessee shall perform at its own cost a Phase Two environmental audit during the last year of the Lease or upon termination of the lease, if earlier, and any other environmental audit(s) during the term of the Lease which Lessor determines, based on probable cause, to be reasonably necessary to ascertain whether environmental contamination by hazardous or regulated substances has occurred.

**30. AGREEMENT TO ABIDE BY NAVAJO NATION 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 Education Policies, 10 N.N.C. §§ 101 *et seq.*, 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).

**31. GOVERNING LAW AND CHOICE OF FORUM.**

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 Navajo 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 Navajo Nation, and no such action or proceeding shall be brought by Lessee against the Navajo Nation in any court or administrative body of any State.



**32. RESERVATION OF LESSEE'S RIGHTS TO ADMINISTRATIVE AND JUDICIAL REVIEW.**

Nothing in this agreement shall be construed as divesting the Lessee of any right to an administrative appeal or judicial review of an administrative decision regarding this lease under 25 C.F.R. Part 2; 43 C.F.R. Part 4, Subpart D; 5 U.S.C. §704; or any other applicable regulation or statute.

**33. DISPUTE RESOLUTION.**

In the event that a dispute arises under this Lease, the Parties agree to, prior to pursuing litigation, use their good faith efforts to resolve such disputes through mediation, informal discussion, or other non-binding methods of dispute resolution.

**34. 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.

**35. 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.

**36. 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.

**37. TERMINATION OF FEDERAL SUPERVISION.**

Nothing in this Lease shall operate to delay or prevent a termination of federal responsibilities with respect to the Leased Premises by the issuance of a fee patent, or otherwise, during the term of this Lease, however, such termination shall not serve to abrogate this Lease. Lessor, Lessee, Lessee's surety or sureties and an Encumbrancer, if any, shall be notified of any such change in the status of the Leased Premises.

**38. INTEREST OF MEMBER OF CONGRESS.**

No member of or delegate to Congress or any Resident Commissioner shall be admitted to any share or part of this Lease or to any benefit that may arise here from, but this provision shall not be construed to extend to this Lease if made with a corporation or company for its general benefit.

**39. 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.

**40. NOTICES AND DEMANDS.**

(A) Any notices, demands, requests or other communications to or upon either party or the Secretary 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:

Lukachukai Community Board of Education, Inc.  
Post Office Box 230  
Lukachukai, Arizona 86507-0230  
Fax: (928) 787-2311

To or upon the Secretary:

Regional Director  
Navajo Region  
Bureau of Indian Affairs  
United States of the Interior  
301 West Hill Street  
Post Office Box 1060  
Gallup, New Mexico 87305  
Fax: (505) 863-8324

(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) Copies of all notices shall be sent to the Secretary.

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

#### **41. 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.

#### **42. 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.

#### **43. EFFECTIVE DATE; VALIDITY**

This Lease shall take effect on the date it is approved by the Secretary. 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 Secretary.

**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: \_\_\_\_\_  
Russell Begaye, President

**LUKACHUKAI COMMUNITY BOARD OF EDUCATION, INC.**

By: Samuel Yazzie  
Samuel Yazzie, Board President

**APPROVED:** \_\_\_\_\_  
Pursuant to Secretarial Redlegation Order 209  
DM 8, 230 DM1 and 3IAM4.

By: \_\_\_\_\_  
Regional Director, Navajo Region  
Bureau of Indian Affairs  
United States of the Interior



## TRACT DESCRIPTION

A PARCEL OF LAND SITUATED WITHIN LAND MANAGEMENT DISTRICT NO. 11 OF THE NAVAJO INDIAN RESERVATION IN THE VICINITY OF LUKACHUKAI, APACHE COUNTY, STATE OF ARIZONA, AND IS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE at the Navajo Control System Brass Cap Stamped LUK-30, a found Limbaugh Aerial Survey Monument;

THENCE run N 53° 54' 41" E, to a Point on the Northwestern Right-of-Way Line of Indian Service Route No. 12, 1,070.78 feet to the POINT OF BEGINNING of the herein described parcel of land;

THENCE Along said Right-of-Way Line N 37° 50' 34" W, 2,913.66 feet;

THENCE N 42° 19' 41" E, 238.27 feet;

THENCE S 47° 27' 21" E, 3,482.92 feet;

THENCE S 31° 03' 54" W, 875.03 feet;

THENCE N 37° 50' 34" W, 794.57 feet to the Point of Beginning.

Being 44.28 acre(s), more or less, in area, and being subject to any and all existing easements for underground utilities located herein.

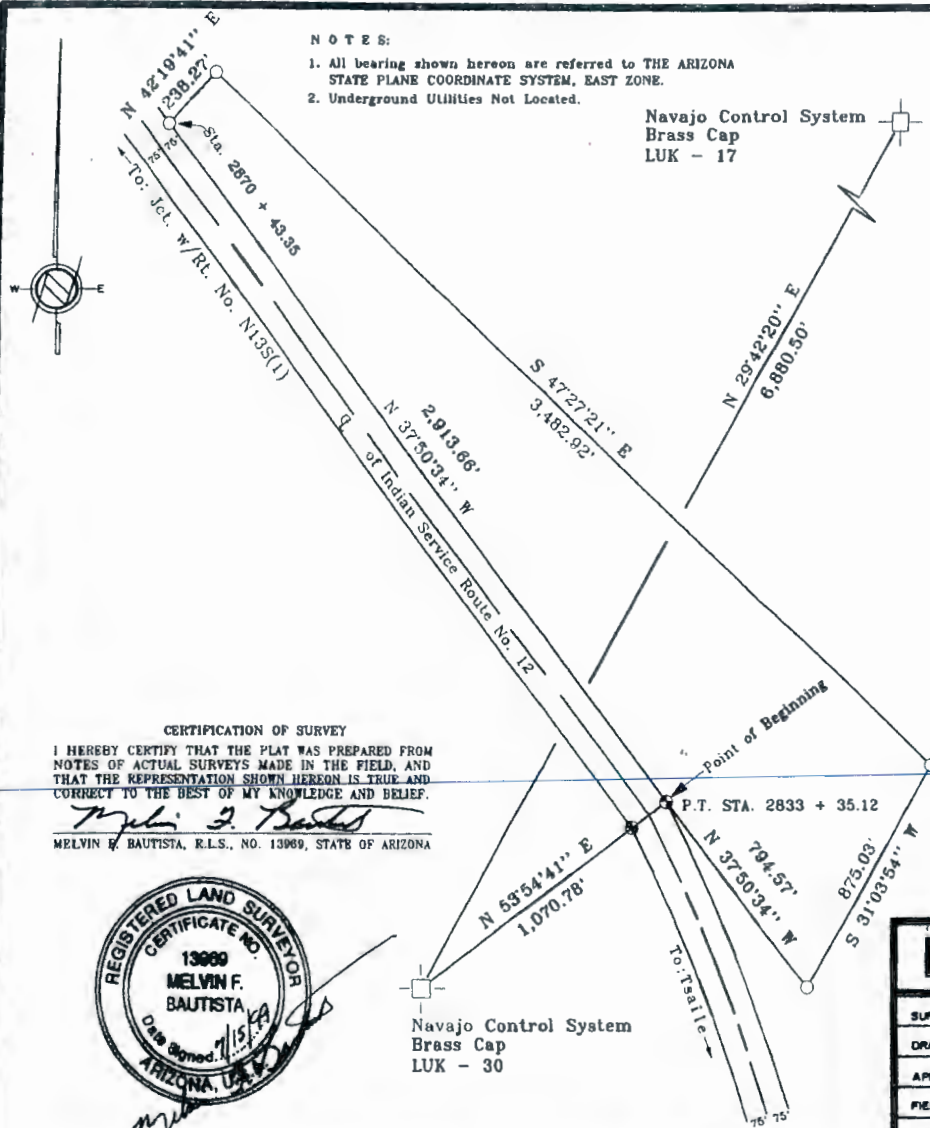
Surveyed June 09, 1999 by the Navajo Land Department, The Navajo Nation, Window Rock, Arizona.

EXHIBIT "A"

## NOTES:

1. All bearing shown hereon are referred to THE ARIZONA STATE PLANE COORDINATE SYSTEM, EAST ZONE.
2. Underground Utilities Not Located.

Navajo Control System  
Brass Cap  
LUK - 17



## CERTIFICATION OF SURVEY

I HEREBY CERTIFY THAT THE PLAT WAS PREPARED FROM NOTES OF ACTUAL SURVEYS MADE IN THE FIELD, AND THAT THE REPRESENTATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Melvin F. Bautista*  
MELVIN F. BAUTISTA, R.L.S., NO. 13969, STATE OF ARIZONA



Navajo Control System  
Brass Cap  
LUK - 30

**N. L. D.**

SURVEYED BY	TB
DRAWN BY	EH
APPROVED BY	MB
FIELD BOOK No.	500-87
JOB NUMBER	CO:11-40
SCALE	1" = 50'

LUKACHUKAI COMMUNITY SCHOOL

44.28 AC. ±

DISTRICT 11-NAVAJO INDIAN RESERVATION  
LUKACHUKAI, APACHE COUNTY, ARIZONA

189459

—X—X— Denotes Fence Line —P—P— Denotes Powerline © Denotes Section Corner ○ Denotes 5/8" Rebar \* Underground Utilities Not Located

tabbles®

**B** EXHIBIT

RCO-182-01

RESOLUTION  
OF THE RESOURCES COMMITTEE  
OF THE NAVAJO NATION COUNCIL

COPY

Approving the Withdrawal of 44.28 Acres, More or Less, of  
Navajo Nation Trust Lands within the Vicinity of  
Lukachukai, Apache County, Arizona for the Lukachukai  
Community Schools, Inc. to Construct New School Facilities

WHEREAS:

1. Pursuant to 2 N.N.C. § 695 (B) (2), the Resources Committee of the Navajo Nation Council is authorized to give final approval of non-mineral leases, subleases or assignments of Navajo lands; and

2. The Lukachukai Community Schools, Inc., Navajo Route 13, Lukachukai, Arizona 86507, Governing Board submitted a request to construct a new grant school on lands formerly identified as the proposed Lukachukai airport which was never constructed or withdrawn because the Lukachukai airport was not on the National Plan of Integrated Airport System (NPIAS), more particularly described in Exhibit "A" which is attached hereto and incorporated herein by this reference; and

3. The proposed land withdrawal consists of 44.28 acres of Navajo Nation Trust lands and is located approximately southeast of the junction of Navajo Routes 12 and 13 within Land Management District No. 11, attached hereto as Exhibit "B", Lukachukai vicinity, Apache County, Arizona; and

4. The Project Review Section with the Navajo Land Department has conducted the necessary field clearance and obtained the consent of the land users (grazing permittees), which are attached hereto and incorporated herein as Exhibit "C"; and

5. The Lukachukai Chapter is a recognized chapter of the Navajo Nation and is authorized to conduct the business of a local government. The Chapter approved the request of Lukachukai Community School, Inc., which is attached hereto and incorporated herein as Exhibit "D"; and

COPY  
RCO-182-01

6. All environmental and archaeological studies have been previously completed and said reports are attached hereto and made a part hereof; and

7. It is in the best interest of the Navajo Nation that said land be withdrawn in order for Lukachukai Community School, Inc. to construct new school facilities and provide educational services to its students.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Resources Committee of the Navajo Nation Council hereby approves the land withdrawal of 44.28 acres, more or less, of the Navajo Nation Trust lands within the vicinity of Lukachukai, Apache County, Arizona, for the Lukachukai Community Schools, Inc. to construct new school facilities. The location is more particularly described in the map attached hereto and made a part hereof as Exhibit "B".

2. The Resources Committee of the Navajo Nation Council hereby authorizes the President of the Navajo Nation to execute any and all documents necessary to effect the intent and purpose of this resolution.

#### CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Resources Committee of the Navajo Nation Council at a duly called meeting at Window Rock, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 6 in favor, 0 opposed and 0 abstained, this 11<sup>th</sup> day of October, 2001.



Robert B. Whitehorse  
Vice Chairperson  
Resources Committee

Motion: Henry B. Hudson  
Second: Elmer L. Milford



## Lukachukai Chapter Administration

Post Office Box 248 / Lukachukai, Navajo Nation, Arizona / (602) 787-2332

JUN 2 1999

PROJECTED RESOLUTION  
NAVAJO NATION COUNCIL

**Approving, Supporting, and Recommending the Land Withdrawal of Three Potential Sites for Tribal Trust Lands in Lukachukai, Navajo Nation (Arizona), New School Construction for Lukachukai Community School, Inc., and to Request for a Feasibility Study to be Conducted.**

**WHEREAS:**

1. The Lukachukai Chapter is a duly certified government entity of the Navajo Nation, pursuant to Title II, Section 4001 (a) of the Navajo Nation Code and is vested with the authority and responsibility to promote, protect and preserve the interest and general welfare of the community people; and
2. The Lukachukai Chapter recognizes the Lukachukai Community School, Inc., has successfully provided kindergarten through eight grade educational programs and services to four (400) Navajo Students between the ages of five (5) and thirteen (13); and
3. Since 1983, Lukachukai Community School, Inc., has been accredited and sanctioned by the Navajo North Central Association; and
4. The Lukachukai Chapter, by Resolution #LUK-99-011-15 dated November 08, 1998, requested the Education Committee and the Intergovernmental Relations Committee of the Navajo Nation Council to approve, support and authorize Lukachukai Community School, Inc., for a new school construction application (attached hereto as Exhibit "A"), and
5. The Lukachukai Chapter authorize the Lukachukai Community School, Inc., develop and construct a new school in Lukachukai, Navajo Nation (Arizona), to meet the educational needs of its students and is authorizing the withdrawal of three potential sites as follows:
  1. Old Lukachukai Air Strip (80 acres); and
  2. New Chester Begay's grazing area North of N12 (150 acres) (Greasewood); and
  3. East side of BIA Road 134 near Paul Nakai's residence (150 acres) (Foothills); and
6. The Lukachukai Community School, Inc., proposes to construct a new school at the most feasible location, as mentioned above, of Navajo Nation Trust Lands, pending a survey plat; and
7. The Lukachukai Chapter recommends to the local Grazing Committee Representative and Lukachukai Community School, Inc., to conduct a right-of-way consent for the affected grazing permittees and to have them give their consent for an environmental and archaeological clearances and other necessary studies to be conducted immediately; and
8. It is in the best interest of the Lukachukai Community and the Navajo Nation that said lands be withdrawn to Lukachukai Community School, Inc., for the construction and operation of a new school construction project, pursuant to P.L. 100-297.

EXHIBIT "D"

"A decentralized concept in tribal government"



**NOW THEREFORE BE IT RESOLVED THAT:**

1. The Lukachukai Chapter of the Navajo Nation, Arizona, hereby approves, supports, and authorize the land withdrawal of the following potential locations:

1. Old Lukachukai Air Strip (80 acres); and
2. Near Chester Begay's grazing area North of N12 (150 acres) (Greasewood); and
3. East of BIA Road 134, near Paul Nakai's resident (150 acres) (Foothills); and

of the Navajo Nation Trust Land in Lukachukai, Apache County, Arizona for use by Lukachukai Community School, Inc., for the purpose of a new school construction. Said lands being withdrawn will be more detailed and described in a survey plat and a feasibility study to be conducted.

**CERTIFICATION**

We, the undersigned hereby certify that the foregoing resolution was duly considered at a duly called authorized meeting held at Lukachukai, Navajo Nation (Arizona) at which a quorum was present and that same was passed by a vote of 33 in favor 1 opposed, and 8 abstained this 16 day of February, 1999.

**MOTIONED BY:** Sterling Johnson

**SECONDED BY:** Walter Sandoval

  
Alfred Barney, PRESIDENT

  
Wesley Begay, COUNCIL DELEGATE

  
Anslen Thompson, VICE-PRESIDENT

  
Samuel Yazzie, COUNCIL DELEGATE

  
Christina Martinez, SECRETARY/TREAS.

  
Anslen Joe, GRAZING REP.



**United States Department of Interior**  
**Bureau of Indian Affairs**  
**Navajo Region**  
**P.O. Box 1060**  
**Gallup, New Mexico 87305**



IN REPLY REFER TO: N360  
TRIBAL SERVICES

MAR 11 2013

**CERTIFIED MAIL-RETURN RECEIPT REQUESTED**

Mr. Samuel Yazzie  
Lukachukai Community Board of Education, Inc.  
P.O. Box 230  
Lukachukai, Arizona 86507

Dear Mr. Yazzie:

Re: FOIA Control #BIA-2013-00736

On February 26, 2013, the Bureau of Indian Affairs, Navajo Region received your Freedom of Information Act (FOIA) request dated February 22, 2013 and assigned it control number **BIA-2013-00736**. Please refer to this number in all future correspondence.

In your request, you are requesting for the following information:

Request to retrieve all documents pertaining to Navajo Nation Resources Committee's Resolution No. RCO-182-01, entitled "Approving the Withdrawal of 44.28 Acres, More or Less, of Navajo Nation Trust Lands within the vicinity of Lukachukai, Apache County, Arizona for the Lukachukai Community School, Inc. to construct a new school facilities.

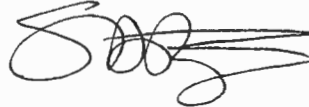
**With respect to your request:**

We have classified your request as an "other-use" request, which means you are entitled to receive up to two hours of search time and 100 pages of duplication of responsive records without charge, before being asked to pay for document search and reproduction. Additionally, the Department of the Interior does not bill requesters for FOIA fees incurred in processing other-use requests when their fees do not exceed \$50.00, after the subtraction of their entitlements, because the cost of collection would be greater than the fee collected. (See 43 CFR § 2.49(a)). The fees associated with the search, review and duplication of your request were less than \$50.00 so you will not be charged for your request

The BIA Navajo Region is submitting responsive documents to you in its entirety. There were no records withheld or redacted.

This concludes our response to your request on behalf of the BIA-Navajo Region. If you have any questions regarding any of the issues discussed in this letter, you may contact Mr. Daniel Largo, Jr., Navajo Regional FOIA Coordinator at (505) 863-8207.

Sincerely,



Regional Director, Navajo

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<sup>1</sup> The Office of the Secretary FOIA Office responds to FOIA requests submitted to Departmental FOIA Officers, including the Bureau of Indian Affairs, Navajo Region. For additional information, see [www.doi.gov/foia/contacts.html](http://www.doi.gov/foia/contacts.html)

*Privacy Act Notice: Before you choose to contact us, electronically, there are a few things you should know. The information you submit, including your electronic address, maybe seen by various people. We will scan a copy of your request into our electronic OS FOIA/image file. We will key the information that you provide to use into our electronic OS FOIA tracking file. We may share it with other individuals, both within and without the Department, involved in Freedom of Information Act Administration. You may be contacted by any of these individuals. In other limited circumstances, including requests from Congress or private individuals, we may be required by law to disclose some of the information you submit. Also, e-mail is not necessarily secure against interception. If your communication is very sensitive, or includes personal information like your bank account, charge card, or social security number, you might want to send it by postal mail instead.*



**Lukachukai Community Board of Education, Inc.**

Navajo Route 13

Post Office Box 230

Lukachukai, Arizona 86507

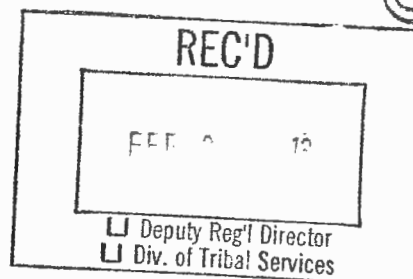
Phone: (928) 787-4400

Fax: (928) 787-2311



February 22, 2013

Mr. Daniel Largo, Jr.  
Tribal Operation Specialist  
BIA Navajo Region  
U.S. Department of the Interior  
Bureau of Indian Affairs  
PO Box 1060  
301 West Hill Avenue Room 248  
Gallup, NM 87305-1060



COPY

Dear Mr. Largo:

This is a letter of request to retrieve all documents pertaining to Navajo Nation Resources Committee's Resolution No. RCO-182-01, entitled "Approving the Withdrawal of 44.28 Acres, More or Less, of Navajo Nation Trust Lands within the vicinity of Lukachukai, Apache County, Arizona for the Lukachukai Community School, Inc. to Construct a New School Facilities.

A packet was sent to Ms. Elouise Chicharello, Regional Director on October 29, 2011 by Howard Draper, ASO I, Navajo Land Department.

It is assumed by the Governing Board of Lukachukai Community School that the Bureau of Indian Affairs approved the request.

We have most of the documents from the Navajo Nation but we lack the aforementioned documents form Bureau of Indian Affairs.

Please comply with our request promptly.

Sincerely,

Samuel Yazzie, President  
Governing Board of  
Lukachukai Community Board of Education, Inc.

ATTACHMENTS





THE  
NAVAJO  
NATION

COF

KELSEY A. BEGAYE  
PRESIDENT

TAYLOR MCKENZIE, M.D.  
VICE PRESIDENT

October 29, 2001

Ms. Elouise Chicharello, Regional Director  
Navajo Regional Office  
Post Office Box 1060  
Gallup, New Mexico 87305

RE: Land Withdrawal Application

Dear Ms. Chicharello:

Transmittal herewith is a consent letter dated October 22, 2001, which was signed by Mr. Taylor McKenzie M.D., Vice-President of the Navajo Nation. Also, approved Navajo Nation Resources Committee Resolution No. RCO-182-01; approving a land withdrawal of 44.28 acres to Lukachukai Community Schools, Inc. For a new school facility in Lukachukai, Apache County, Arizona.

Please call our office at (520) 871-6447 or 6695, if you should have any questions. Thank you.

Sincerely,

Howard Draper, ASO I  
Project Review Section  
Navajo Land Department/DNR

ATTACHMENTS

xc: Chrono/Project File



THE  
NAVAJO  
NATION

COPY

KELSEY A. BEGAYE  
PRESIDENT

OCT 22 2001

TAYLOR MCKENZIE, M.D.  
VICE PRESIDENT

Ms. Elouise Chicharello, Regional Director  
Bureau of Indian Affairs  
Navajo Region  
Post Office Box 1060  
Gallup, New Mexico 87305

RE: Land Withdrawal for Lukachukai Community Schools, Inc.

Dear Ms. Chicharello:

On October 11, 02001, the Resources Committee of the Navajo Nation Council approved the a Land Withdrawal for Lukachukai Community School, Inc.:

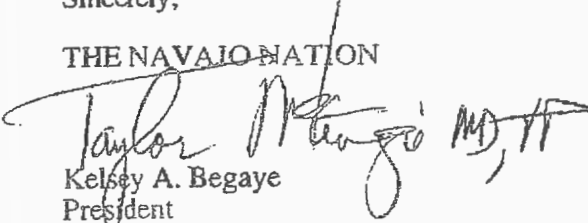
Resolution Number RCO-182-01, entitled "Approving the Withdrawal of 44.28 Acres. More or Less. of Navajo Nation Trust Lands within the Vicinity of Lukachukai, Apache County, Arizona for the Lukachukai Community Schools, Inc., to Construct a New School Facilities."

Approval of this Land Withdrawal is given subject to the terms and conditions stipulated in the resolution approved by the Resources Committee and exhibits attached to such resolution.

Your prompt approval of this land withdrawal is appreciated.

Sincerely,

THE NAVAJO NATION

  
Kelsey A. Begaye  
President

ENCLOSURES

86 1-10-0  
1/10/02

XXXXXXXXXXXX

Navajo Region

P.O. Box 1060

RRES/542

Gallup, New Mexico 87305-1060

JAN 14 2002

Mr. Phillip Belone, Executive Director  
Lukachukai Community School, Inc.  
Navajo Route 13  
Lukachukai, Arizona 86507

Dear Mr. Belone:

The Navajo Region, Real Estate Services received the Navajo Nation Resources Committee Resolution No. RCO-182-01, dated October 11, 2001. The purpose of the resolution is to withdraw 44.28 acres, more or less for a new school facility in Lukachukai, Apache County, Arizona. To proceed with the land withdrawal we need the following documents in order to expedite for approval.

1. Archaeological and Clearance report a cultural resources compliance stipulation. Consult with the Archaeological Department, Navajo Nation, for archaeological, environmental and ethnographic studies and the Historic Preservation Department for a cultural resources compliance form.
2. Environmental Assessment(EA) and a Finding of No Significant Impact (FONSI). A complete environmental assessment report should be forward to Mr. Leonard Robbins, Environmental Quality Office, Navajo Region, P.O. Box 1060, Gallup, NM 87305. Mr. Robbins will issue a Finding of No Significant Impact.
3. Copies of Resolution ECJN-50-99 and IGRJN-117-99, the Education Committee and Intergovernmental Relations Committee of the Navajo Nation Council.
4. A Driveway permit from the Bureau of Indian Affairs for Navajo Route 12 will be required. The survey map indicate the school site is adjacent to Navajo Route 12, but it does not show the access road into the school campus.

Further review will be made upon receipt of the documents and if you have any questions, please contact Ms. Arlene Benally, Realty Specialist at (928) 871-5922.

Sincerely,

/S/ OMAR C. BRADLEY

DEPUTY Regional Director

cc: Chinle Agency, RES  
Project Review Office, The Navajo Nation

542: ABENALLY: 1-10-02

bcc: 4616-P3

46102-T1

100/Chrono

Jimmie C. Begay, PO Box 3838, Chinle, Arizona 86503  
Phone Number 928-221-1750

---

October 25, 2013

Daniel Largo, Jr.,  
Tribal Information Officer/Regional FOIA Coordinator  
U.S. department of the Interior  
Bureau of Indian Affairs – Navajo Region  
PO Box 1060  
301 West Hill Avenue, Suite 248  
Gallup, New Mexico 87305

RE: FOIA Control # BIA-2013-00736

Dear Mr. Largo:

I wanted to thank you for scheduling our request to meet with you on October 28, 2013, Monday at 10:00 AM. Mr. Sam Yazzie, School Board President, Margaret Willie, Board member and Arthur Ben, School Principal will also be present for the meeting.

I am a consultant to Lukachukai Community School Board, Inc., to work on planning and resolving the land issue.

This land was withdrawn and approved by Navajo Nation Council Committees in 1999 and 2001 respectively for School Replacement Construction. All documents relating to the land withdrawn were submitted to the Tribal Land Administration and eventually approved by the Education, Resource and Intergovernmental Committees. In 2001 President Kelsey sent these approved Committee Resolutions to Navajo Area Bureau Of Indian Affairs for process and approval.

For your updated information; Respective Navajo Nation Council Committees passed Resolutions Endorsing and Supporting the Navajo Area Local School Boards' Request to Submit an Application to the Bureau of Indian Affairs for the Replacement School Construction Funds.

- The Education Committee of the Navajo Nation Council passed the Resolution, number ECJN-50-99, on June 3, 1999.
- The Intergovernmental Relations Committee of the Navajo Nation Council passed the Resolution, number IGRJN-117-99, on June 7, 1999.
- The Resources Committee of the Navajo Nation Council passed the Resolution, number RCO-182-01, on October 11, 2001.
- On October 22, 2001 on behalf of President Kelsey, President of the Navajo Nation, Vice President Taylor McKenzie signed and sent a letter, to Ms. Elouise Chicharello, Regional BIA Director, reiterating that "the Resource Committee of the Navajo Nation Council



approved the Land Withdrawal for Lukachukai Community School, Inc.," and further states "Your prompt approval of this land withdrawal is appreciated."

After all resolutions and correspondents were sent to Ms. Chicharello, BIA Regional Director, a letter was sent by Navajo BIA Region to Mr. Phillip Belone, then Executive Director for Lukachukai Community School which will be discuss. The discussion will be on these topics and not limited to;

1. On January 14, 2002 BIA Regional Director to Mr. Phillip Belone telling him "in order to proceed with the land withdrawal the following documents were needed to expedite for approval."

- Archaeological and Clearance report a cultural resources compliance stipulation.  
On September 3, 1999, Mr. Alan Downer, Navajo Nation Historic Preservation Officer signed the Cultural Resources Compliance Form stating No historic properties were found.
- Environmental Assessment (EA) and a Finding of No Significant Impact (FONSI).  
December 1, 1999, Mr. Leonard Robbins, Regional NEPA Coordinator completed the FINDINGS OF NOT SIGNIFICANT IMPACT ENVIRONMENT ASSESSMENT DOCUMENT EA-99-180. This Project Environmental Assessment has been reviewed and completed and sent to William C. Leifried, SWCA, Inc., Flagstaff, Arizona.
- Copies of Resolution ECJN-50-99 AND IGRJN-117-99, these are the resolutions of the Education Committee and Intergovernmental Relations Committee of the Navajo Nation Council. Respectively these resolutions were passed by both Committees on June 3, 1999 and June 7, 1999. Both resolutions were sent to BIA Regional Office.
- A Drive permit from the Bureau of Indian Affairs for Navajo Route 12 will be required.  
The Assess Road, Drive permit, has not been surveyed as yet for approval. Ms. Valera Gishal and Kathleen and Charlie Bia have their home site lease inside the approved withdrawn land, this may create a problem for the school to get the drive permit. April 20, 2011, Mr. Anslen Joe, Lukachukai Chapter Grazing Committee recommended termination of the home site lease and recommended the same to the Navajo Land Administration and BIA. The two families were asked to move their home site lease location beyond the withdrawn boundary line. Partial home site lease for the family is about 3.82 acres. Currently the school is working with them get their approval and have them sign the Home Site Modification. After these are done that portion of land will be re-surveyed. These are questions that the school has;

- Can the Assess Road, Drive Permit, be surveyed and get it completed prior to the two families signing the Home Site Modification.
  - Is there a 5 feet right away on both side of the withdrawn land, if it is how does it affect the access road from route 12 to the withdrawn land.
  - Any past documents, resolutions, surveyed land, studies and map are these still good to plan for school construction.
2. Maps of 44.28 acres tract land surveyed in June 9, 1999 and resurveyed boundary for home site lease in the same land tract.
  3. Review of other documents.

We appreciate you have given us the time to meet and look forward in working together to resolve these issues.

Please call me at the above number or Mr. Arthur Ben, School Principal at 928-787-4418 if there are questions regarding our discussion.

Sincerely,



Jimmie C. Begay, Consultant



# THE NAVAJO NATION



P. O. Box 9000 • WINDOW ROCK, ARIZONA 86515 • TEL. (520) 871 -6000

KELSEY A. BEGAYE  
PRESIDENT

TAYLOR MCKENZIE, M.D.  
VICE PRESIDENT

March 03, 2000

## M E M O R A N D U M

TO : Howard P. Draper, Supervisor  
Project Review, NLD

FROM : Esther Kee  
Esther Kee, R/W Agent  
Project Review, NLD

SUBJECT: Field clearance of Lukachukai School Land Withdrawal

Lukachukai Community School, Inc., of Lukachukai, Arizona, submitted application for land withdrawal of 44.28 acres, more or less, of Navajo Tribal lands to construct a new grant school on the former Lukachukai Airpstrip site. The land is currently being used for grazing purposes located in Land Management District #11 near Lukachukai, Apache County, Arizona.

District 11 Grazing Committee Member, Anslem Joe, identified three (3) land use permittees affected by the proposed request. I obtained all the land users consent along with the concurrence of Anslem Joe.

The proposed project recommended for approval consideration. Consent, map and other supporting documents are all attached for your information and use.

cc: JRBegay, Lukachukai School  
AJoe, Dist 11 Grazing Committee Member  
Project File

CONSENT TO USE  
NAVAJO TRIBAL LANDS



TO WHOM IT MAY CONCERN

I, Edward B. Harvey, hereby grant consent to the Navajo Tribe and the Bureau of Indian Affairs, Window Rock, Arizona to permit Lukachukai Community School or Lukachukai Chapter to use a portion of my land use area for the following purpose (s): Appropriate funds from Washington, D.C. for New School Construction for Lukachukai Community School, Inc. as shown on the map showing the location of the proposed project on the back of this consent form.

I acknowledge that I do not expect any damages 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: Future School site for our future children to educate them with advanced technology, etc.

3-5-99 Edward B. Harvey 11-4345  
Date Land User Signature Census No. Permit No.

WITNESS:

3-5-99 Justin [Signature] 11-2  
Date Grazing Committee or Land Board Member District No.

Acknowledgement of Field Agent

I acknowledge that the contents of this consent form was read// or fully explained// to the land user in Navajo//or English// (check where applicable):

\_\_\_\_\_  
Field Agent Signature



CONSENT TO USE  
NAVAJO TRIBAL LANDS



TO WHOM IT MAY CONCERN

I, Amilda M. Bahe, hereby grant consent to the Navajo Tribe and the Bureau of Indian Affairs, Window Rock, Arizona to permit Lukachukai Community School of Lukachukai Chapter to use a portion of my land use area for the following purpose (s): Appropriate funds from Washington, D.C. for New School Construction for Lukachukai Community School, etc as shown on the map showing the location of the proposed project on the back of this consent form.

I acknowledge that I do not expect any damages 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: Future School site for our future children to educate them with advanced technology, etc.

3-5-99  
Date

Amilda M. Bahe  
Land User Signature

11-299  
Census No. Permit No.

WITNESS:

Samuel Lee

3-5-99  
Date

Christina Lee  
Grazing Committee or Land Board Member

11-2  
District No.

Acknowledgement of Field Agent

I acknowledge that the contents of this consent form was read// or fully explained// to the land user in Navajo//or English// (check where applicable):

\_\_\_\_\_  
Field Agent Signature

CONSENT TO USE  
NAVAJO TRIBAL LANDS



TO WHOM IT MAY CONCERN

I, Gessie Ann White, hereby grant consent to the Navajo Tribe and the Bureau of Indian Affairs, Window Rock, Arizona to permit Lukachukai Community School of Lukachukai Chapter to use a portion of my land use area for the following purpose (s): Appropriate funds from Washington, D.C. for New School Construction for Lukachukai Community School, etc. as shown on the map showing the location of the proposed project on the back of this consent form.

I acknowledge that I do not expect any damages 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: Future School site for our future children to education them with advanced technology, etc.

3-5-99 Gessie Ann White 11-493  
Date Land User Signature Census No. Permit No.

WITNESS:

3-5-99 Forster Joe 11-2  
Date Grazing Committee or Land Board Member District No.

Acknowledgement of Field Agent

I acknowledge that the contents of this consent form was read// or fully explained// to the land user in Navajo//or English// (check where applicable):

\_\_\_\_\_  
Field Agent Signature

Navajo Regional Office  
P.O. Box 1060  
Gallup, New Mexico 87305-1060



500/Branch of Environmental Services

DEC - 7 1999.

Mr. William C. Leifried  
SWCA, Inc.  
114 N San Francisco Street, Suite 100  
Flagstaff, Arizona 86001

Dear Mr. Leifried:

The Environmental Assessment, EA-99-180, for the proposed Lukachukai Grant School Project, has been reviewed by the Navajo Regional Office, Branch of Environmental Services. A Finding of No Significant Impact (FONSI) has been determined for the proposed action; the proposed action will not have a significant impact on the quality of the natural and human environment. Therefore, an environmental impact statement for the school project is not required.

The enclosed FONSI determination should be appended to the final environmental assessment and all other copies prepared for distribution, including a file copy for the Branch of Environmental Services.

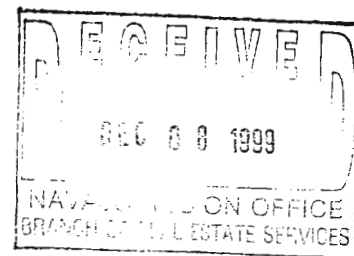
Should you require additional information or have questions on the FONSI determination, please, contact Mr. Leonard Robbins, Regional NEPA Coordinator, at (505) 863-8286.

Sincerely,

  
**ACTING** Regional Director, Navajo

Enclosure - FONSI

cc: Navajo Regional Office, Real Estate Services  
Chinle Agency, Branch of Real Estate Services  
Edison Leonard, Lukachukai School, Inc.



**FINDING OF NO SIGNIFICANT IMPACT  
ENVIRONMENTAL ASSESSMENT DOCUMENT EA-99-180**

LOCATION: Bad Bug Butte and Lukachukai USGS Quadrangle Map 7.5 Minute Series  
Legal Description: Township 35N, Range 29E Projected

The proposed action addresses the Lukachukai Community Grant School Project, encompassing 44.28 acres. The project is sponsored by Lukachukai Schools, Inc. of Lukachukai, Arizona.

The project environmental assessment (EA) has been reviewed by the Navajo Regional Office, Branch of Environmental Services. On the basis of the information contained in the applicant's proposed action, including the proposed mitigation measures as specified in the document, it is determined the proposed project will not have a significant impact on the natural and human environment. Therefore, in accordance with the Nation Environment Policy Act, Section 102 (2) (c), an environmental impact statement.

The following references serve as the basis for this decision and are incorporated in the project environmental assessment:

1. Agency and public involvement was conducted and environmental issues related to the development of the school project were identified. Alternative courses of action and mitigation measure were developed in response to environmental concerns and issues.
2. The EA disclosed the environmental consequences of the proposed action and three potentially viable alternative, including the "no action alternative."
3. In compliance with the Endangered Species Act a threatened and endangered species (T&E) list was acquired by the project sponsor from the Navajo Nation Natural Heritage Program. A field survey was performed and the biological evaluation of the listing is crafted in section III. D of the EA. The proposed action will have no effect on the listed species or other important wildlife resources.
4. Potential impact to flood plain and wetlands by the proposed alternative have been evaluated in accordance with Executive Order 11988 and 11990 respectively. The described action will have no effect on wetlands, riparian areas, flood plains, or other sensitive areas.
5. In compliance with the National Historic Preservation Act of 1966, Section 106 and 36 CFR 800.9 (b) consultation, an archeological field inventory was performed for the project. A Cultural Resource Compliance Form, HPD-99-623, was issued by the Navajo Historic Preservation Department as shown in the Appendix. No historic properties were located. Traditional Cultural Properties (TCP) surveys have been conducted.

Should any previously identified or incorrectly identified cultural resources including but not limited to archaeological deposits, human remains, or locations reportedly associated with Native American religious and traditional beliefs or practices (TCP) be discovered, all



operations in the immediate vicinity of the discovery must cease, and NNHPD must be notified @ (520) 871-7132.

6. In accordance with the Resource Conservation and Recovery Act, Subtitle C, hazardous substances is mitigated in Section IV. B to minimize the effects of the proposed action.
7. In accordance with the Resource Conservation and Recovery Act, Subtitle D, nonhazardous solid waste is mitigated in Section IV. B to minimize the effects of the proposed action.
8. Cumulative and secondary effects on soil erosion, cultural resources, wildlife resources (species and habitat ) were considered and found acceptable with the proposed mitigation.
9. The Navajo Department of Transportation (NNDOT) has been consulted. The old Lukachukai Airport is not part of the "Navajo Nation Airport Systems Plan." Published in 1992. See NNDOT consultation letter in Appendix C.
10. Impacts and mitigation to minority and low-income populations in accordance with the Presidents Executive Order on Environmental Justice has been evaluated, as well as the impacts and mitigation to Indian trust resources.

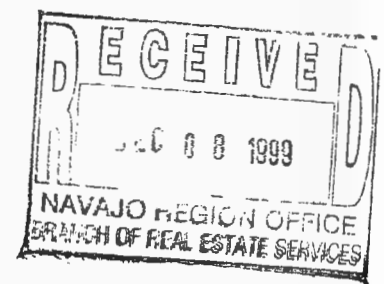
The proposed action would improve the economic and social conditions of the affected Indian Community. The development of the school project will serve the community of Lukachukai and surrounding areas. The project is supported by the local land users.

**Leonard Robbins**

Regional NEPA Coordinator

DEC - 1 1999

Date



440 U  
342

Navajo Regional Office  
P.O. Box 1060  
Gallup, New Mexico 87305-1060

500/Branch of Environmental Services

DEC - 7 1999.

Mr. William C. Leifried  
SWCA, Inc.  
114 N San Francisco Street, Suite 100  
Flagstaff, Arizona 86001

Dear Mr. Leifried:

The Environmental Assessment, EA-99-180, for the proposed Lukachukai Grant School Project, has been reviewed by the Navajo Regional Office, Branch of Environmental Services. A Finding of No Significant Impact (FONSI) has been determined for the proposed action; the proposed action will not have a significant impact on the quality of the natural and human environment. Therefore, an environmental impact statement for the school project is not required.

The enclosed FONSI determination should be appended to the final environmental assessment and all other copies prepared for distribution, including a file copy for the Branch of Environmental Services.

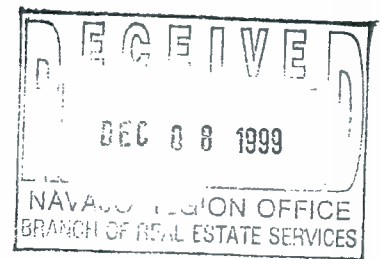
Should you require additional information or have questions on the FONSI determination, please, contact Mr. Leonard Robbins, Regional NEPA Coordinator, at (505) 863-8286.

Sincerely,

  
ACTING Regional Director, Navajo

Enclosure - FONSI

cc: Navajo Regional Office, Real Estate Services  
Chinle Agency, Branch of Real Estate Services  
Edison Leonard, Lukachukai School, Inc.



***FINAL***

**ENVIRONMENTAL ASSESSMENT FOR  
THE PROPOSED LUKACHUKAI GRANT  
SCHOOL, LUKACHUKAI, APACHE COUNTY,  
ARIZONA**



**Prepared for:**

**LUKACHUKAI SCHOOLS INC.**



**Prepared by:**

**SWCA INC.,  
ENVIRONMENTAL CONSULTANTS**

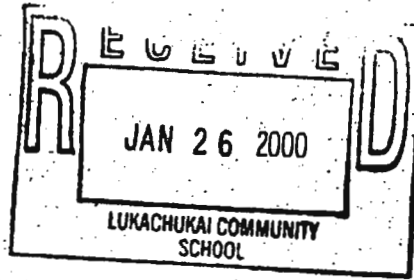
**SWCA**  
INC.

**JANUARY 2000**



INC. ENVIRONMENTAL CONSULTANTS

114 North San Francisco, Suite 100 • Flagstaff, Arizona 86001  
(520) 774-5500 • FAX (520) 779-2709



January 21, 2000

Mr. Leonard Robbins  
Bureau of Indian Affairs  
Navajo Area Office  
Environmental Services  
P.O. Box 1060  
Gallup, NM 87305

Dear Mr. Robbins,

SWCA, Inc. Environmental Consultants is submitting to you the Final EA FONSI for "*The Proposed Lukachukai Grant School, Lukachukai, Apache County, Arizona*". This Final EA was prepared for the Lukachukai Schools Inc. by SWCA, Inc.

I am enclosing one original for BIA and three copies for distribution to U.S. EPA, Navajo EPA, and Navajo Department of Fish and Wildlife. Additional copies are being forwarded to the Lukachukai Schools.

Please contact me in Flagstaff at 520-774-5500 if you have any questions.

Sincerely,

William C. Leibfried  
NEPA Coordinator, SWCA, Inc.

cc: Edison Leonard, Lukachukai Schools, Inc.





*FINAL*

ENVIRONMENTAL ASSESSMENT FOR THE PROPOSED LUKACHUKAI GRANT  
SCHOOL, LUKACHUKAI, APACHE COUNTY, ARIZONA

Prepared for:

LUKACHUKAI SCHOOLS INC.  
Navajo Route 13  
Lukachukai, Arizona 86507  
(520) 787-2301/2334

Prepared by:

SWCA INC.,  
ENVIRONMENTAL CONSULTANTS  
114 N. San Francisco St. Suite 100  
Flagstaff, AZ 86001  
(520) 774-5500

JANUARY 21, 2000

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## **I. Description of the Proposed Action**

### **A. Project Description**

The governing board of Lukachukai Community School, Inc., proposes to construct a new grant school on 44.28 acres of land on the former Lukachukai airstrip in Lukachukai, Arizona (Figure 1). This facility would serve 400 youths from kindergarten through eighth grade from Lukachukai and nearby homes within the Lukachukai chapter. The campus would consist of administration buildings, residential hall, gymnasium, facility management building, playground, basketball court and football field, parking lot, bus garage, a traditional hogan, greenhouse and cafeteria. The land is currently used for grazing purposes and will be withdrawn from that use for the construction of the proposed school.

### **B. Purpose and Need for Action**

Currently, the Lukachukai school has 400 students and is in need of expansion. Important archaeological and burial sites present on the existing school grounds precludes any further expansion of the current school facilities.

The construction of the proposed school would provide for the education of 400 local youths. The newly constructed school would replace the existing school and the existing school would be used as the Lukachukai chapter house administration building.

### **C. Location**

The 44.28 acres proposed for the construction of the school lies immediately southeast of the junction of Navajo Routes 12 and 13 (Figure 2) at T35N, R29E (projected) in the town of Lukachukai, Arizona. The area is unplatted and can be found on the USGS Bad Bug Butte 7.5 minute quadrangle map.

## **II. Alternatives**

### **A. No Action Alternative**

To comply with National Environmental Policy Act regulations, a no action alternative must be considered. Under a no action alternative, the proposed land would continue to be used as a grazing parcel and no construction activities would occur. The current Lukachukai school would continue to function as the community school. No new impacts would be imposed on wildlife, vegetation, cultural resources or socioeconomic factors.



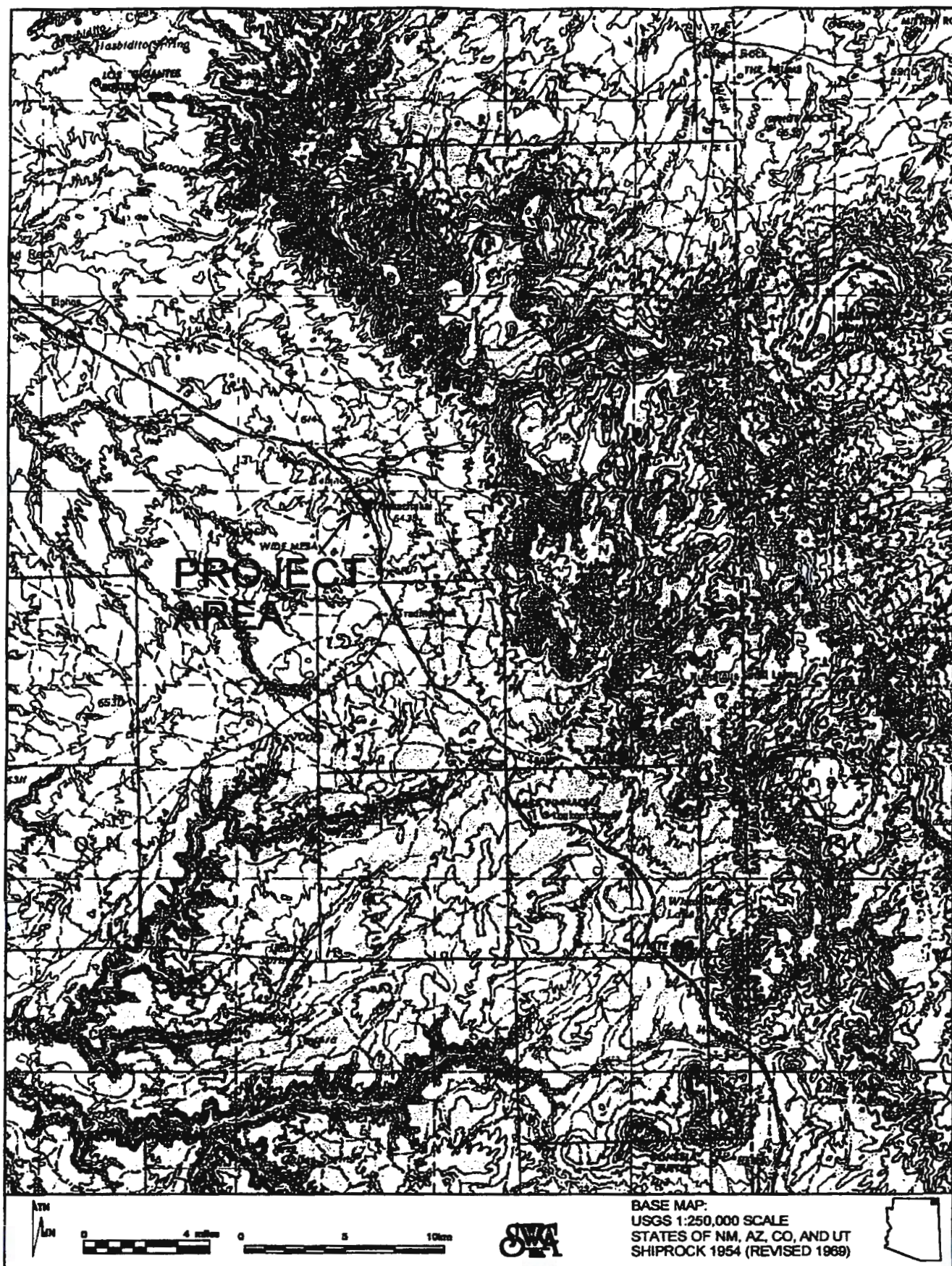


Figure 1. General location of project area.



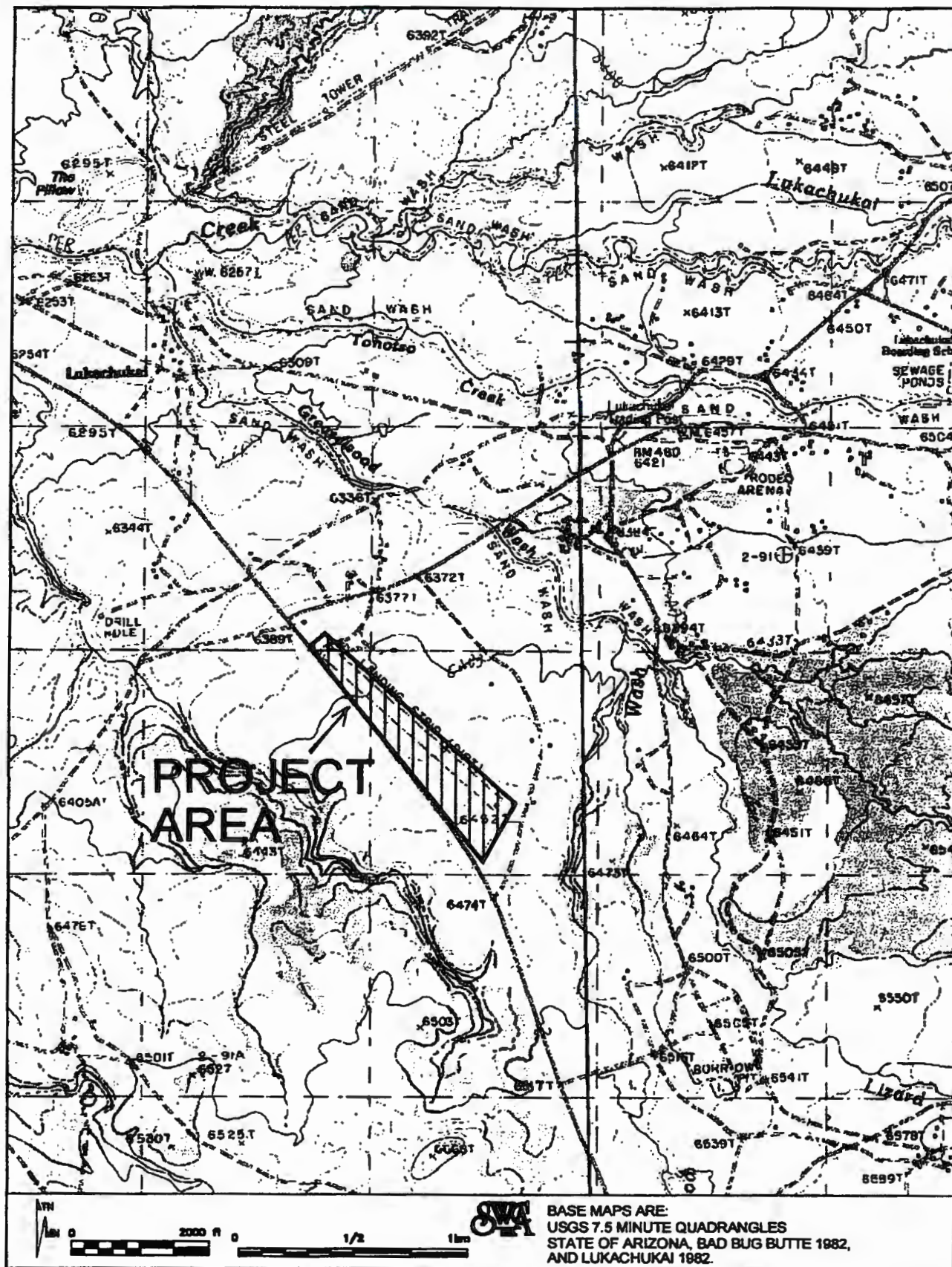


Figure 2. USGS quadrangle map with project area.

## **B. Preferred Alternative**

The implementation of the preferred alternative would provide the proposed 44.28 acres of land for the construction of a new K-8 elementary school facility. This would provide a new school facility for 400 children from Lukachukai and the surrounding areas. Proposed cost for the school is estimated at 2-4 million dollars and will be funded by the Bureau of Indian Affairs pending approval from that agency. There is not an integrated sewage system in the town of Lukachukai and ground water regulations will be consulted before sewage ponds or leach fields are constructed.

## **C. Other Alternatives Considered**

The land offered for withdrawal by Mr. Edward Harvey is currently the only land that has been offered for the construction of the school. Since no other lands have been offered, no other alternatives are being considered by Lukachukai Schools, Inc. and the proposed 44.28 acre parcel will be the only option addressed in the NEPA process.

## **III. Description of Affected Environment**

### **A. Land Resources**

The project area lies at approximately 6,400 feet msl (mean sea level) and has little topographic relief. Previously, a dirt airstrip was constructed on the east edge of the proposed project boundary producing a flat graded area that currently functions as a buffer to runoff water by reducing the slope of the natural landscape. Over the length of the project area, there is approximately 50 feet of elevation difference. No substantial drainages bisect the property. Soils of the surrounding area are typically sandstone or sandstone clays.

### **B. Water Resources**

No surface water exists on the proposed construction area. Runoff water drains to the east from the property to the nearby Greasewood Wash and represents a small portion of the Greasewood Wash watershed (44.28 of 2,200 acres). Water for the proposed school would be used from the existing Lukachukai water system.

### **C. Air Resources/Climate**

Air quality in the area varies in response to climatic changes. Dust storms are common in the area and can reduce visibility during periods of moderate to heavy winds. Air quality is also affected by the numerous dirt roads that are used by local residents traveling to and from homes.

## **D. Biotic Resources**

The project area is composed of a Great Basin Desertscrub sagebrush community and is surrounded by pinyon juniper woodland. Ponderosa pine and mixed conifer forest can be found within four miles of the project area in the Chuska and Lukachukai Mountains. Great Basin Desertscrub ecosystems show characteristic low species diversity; a function of low precipitation and long, cold winters (Brown 1994).

### **1. Wildlife**

Wildlife that may be found on and around the project area include blacktailed jackrabbit (*Lepus californicus*), cottontail rabbit (*Sylvilagus* sp), Gunnisons's prairie dog (*Cynomys gunnisoni*), mule deer (*Odocoileus hemionus*), western meadowlark (*Sturnella neglecta*), common raven (*Corvus corax*) and northern side-blotched lizard (*Uta stansburiana*). A prairie dog colony is located on the northeast corner of the parcel and makes up approximately 6 acres of the project area. Since there is no surface water present on the project area, no riparian or aquatic wildlife is expected to occur on the proposed construction area.

### **2. Vegetation**

The vegetative community is composed of shrubby perennials such as sagebrush (*Artemesia tridentata*), saltbush (*Atriplex* sp) and snakeweed (*Gutierrezia sarothrae*) and the eastern portion of the property has been heavily disturbed by the construction of a public airstrip. The dominant vegetation type found on the project area is sagebrush with other species occurring on the airstrip and randomly over the parcel. A few grass species exist on the project area including grama grass (*Bouteloua* sp) and needlegrass (*Stipa* sp). No riparian areas or surface water exists on the project area, therefore, riparian vegetation is also absent.

### **3. Threatened, Endangered, and Sensitive (TES) Species**

No TES wildlife species are known to occur on the project area. Cliff faces on the nearby Lukachukai and Chuska mountains provide nesting habitat for the American peregrine falcon (*Falco peregrinus anatum*) and golden eagle (*Aquila chrysaetos*). Neither of these species have been documented on or near the project area, however. These two species will be discussed separately below. Other TES species that have been addressed by the Navajo Nation Fish and Wildlife Department (NNFWD), but are not expected to occur on or near the project area include bald eagle (*Haliaeetus leucocephalus*), ferruginous hawk (*Buteo regalis*), mountain plover (*Charadrius montanus*), American dipper (*Cinclus americanus*), southwestern willow flycatcher (*Empidonax trailii extimus*), black-footed ferret (*Mustela nigripes*), Mexican spotted owl (*Strix occidentalis lucida*), and mule deer (*Odocoileus hemionus*). All species considered are listed in Table 1 below.



Table 1. TES species listed by the NNFWD

Common Name	Latin Name	NESL Status	ESA Status	Other regulatory Status
Golden eagle	<i>Aquila chrysaetos</i>	Group 3	none	MBTA, EPA
Ferruginous hawk	<i>Buteo regalis</i>	Group 3	none	MBTA
Mountain plover	<i>Charadrius montanus</i>	Group 4	candidate	MBTA
American dipper	<i>Cinclus americanus</i>	Group 3	none	MBTA
Southwestern willow flycatcher	<i>Empidonax traillii extimus</i>	Group 2	endangered	MBTA
Peregrine falcon	<i>Falco peregrinus</i>	Group 3	endangered	MBTA
Bald eagle	<i>Haliaeetus leucocephalus</i>	Group 3	threatened	MBTA, EPA
Black-footed ferret	<i>Mustela nigripes</i>	Group 2	endangered	none
Mexican spotted owl	<i>Strix occidentalis lucida</i>	Group 3	threatened	MBTA
Mule deer	<i>Odocoileus hemionus</i>	none*	none	none

NESL refers to Navajo Endangered Species List; MBTA refers to the Migratory Bird Treaty Act; EPA refers to the Eagle Protection Act  
Group 2 status refers to species

a.) American peregrine falcon - (*Falco peregrinus anatum*)

Peregrine falcons are usually associated with cliffs or steep-walled canyon areas and nest almost exclusively on cliff faces. Nests are sometimes found on man-made structures such as building ledges and bridges (usually as a result of hacking programs). The density of cliffs may determine the suitability of an area for nesting.

Adequate prey populations close to the nest are also an important criteria in site selection. Nesting sites are usually located in close proximity to water, especially in the Southwest (Skaggs et al. 1986). Johnson et al. (1977) found some of the highest breeding bird densities in North America in southwestern riparian habitats. Riparian areas in the Southwest are used by many other bird species from nearby habitat types due to the lack of water elsewhere. Riparian areas also provide obvious migratory corridors and stopover points for migrating species, all of which provide a rich foraging area for locally nesting falcons (Skaggs et. al. 1986).

Human activities near the nest site and destruction of habitat for prey species can affect nesting peregrines. Timber harvest, recreation, construction and other activities may cause nest failure. Destruction of prey habitat likely causes nest failure due to the lack of adequate prey during the breeding season (Ellis 1982). Peregrine falcons are listed as endangered by the USFWS (USFWS 1977) and are listed as a group 3 species on the Navajo Endangered Species List (letter from NNFWD dated March 24, 1999). Currently, there are no known peregrine falcons that use the proposed project area for foraging or nesting purposes.

b.) Golden eagle - (*Aquila chrysaetos*)

The golden eagle is a large-bodied, widespread raptor with a widespread distribution. Golden eagles

are found throughout the U.S. and into northern Mexico and Baja, with the southernmost extent of the species range in Oaxaca (Howell and Webb 1995). This species suffered large scale population declines during the 1940's through 1960's due to poisoning, eggshell thinning and illegal shooting. Golden eagles have also been susceptible to power line electrocution (Ehrlich et al 1988). Nest sites are made of sticks and are typically found on cliffs or in large trees. Nest site fidelity is high. Main prey items include jackrabbits and carrion when food is scarce. In the western states, territories are normally occupied year-round. Mated pairs form long-term bonds and can be found hunting in pairs or solo (Callopy 1984). This species is protected under the Migratory Bird Treaty Act and the Eagle Protection Act. Currently there are no known records of golden eagles using the project area for foraging or nesting purposes.

## **E. Cultural Resources**

### **1. Traditional Cultural Resources**

No traditional cultural resources occur on the proposed parcel. A cultural resource survey conducted by SWCA Inc. in July of 1999 found 8 isolated occurrences and documented the existence of the airstrip. None of the isolated occurrences were associated with any significant archaeological site. The airstrip is also of little historical significance since it is less than 100 years old and has not retained any structural integrity.

### **2. Archaeological Resources**

No burials, dwellings, or other significant archaeological resources have been documented on the proposed parcel of land. Although a survey revealed 8 isolated occurrences (all lithic in origin), none of these are associated with any archaeologically significant site on or near the parcel.

## **F. Socioeconomic Conditions**

Approximately 6,000 people belong to the Lukachukai chapter of the Navajo Nation, mostly rural land owners living on the 97,080 acres of the Lukachukai chapter. Of the 6,000 people, there are about 2,500 persons of voting age, 1,500 youths, and 1,000 children. The annual growth rate is estimated to be 6%. Employment in Lukachukai is primarily in the form of local shops and ranching. Average annual income for the town is approximately \$18-20,000 per household. The economy of Lukachukai is now moving towards tourism (pers. comm. Alfred Barney, Lukachukai chapter president).

## **G. Resource/Land Use Patterns**

Currently the land proposed for withdrawal is used for sheep and cattle grazing purposes by some of the local citizens of Lukachukai. There is no hunting or fishing opportunities on the parcel and no gathering of medicinal goods is conducted on the project site. Outdoor recreation activities that occur on the project area include bicycle riding, horseback riding, etc. A small trade stand and

corresponding cleared area is set up on the north end of the parcel and although the parcel was previously used as a local airstrip, no fueling facilities exist on the proposed construction area.

#### **H. Other Values**

Due to the small size of the proposed parcel and its proximity to town, there are no wilderness areas associated with the proposed construction site. Sound and noise will increase (minimally) in the area immediately around the school due to ramifications of busses, playground, school functions, etc. and are expected to be similar to noise levels of the current school.

### **IV. Environmental Consequences of the Proposed Action**

#### **A. Impacts to Affected Environment**

##### **1. Land Resources**

Impacts the proposed action will have on land resources should be minimal with regards to change in topography of the overall landscape surrounding the proposed project area. Since there are no mineral resources currently being utilized on the parcel, the construction of the proposed structures will have no impacts on mineral resources. Increased runoff may create increased rates of erosion and further sedimentation in local drainages. These will be minimized by utilizing best management practices to reduce erosion during and after construction. Mitigation measures will be included as part of the construction planning.

##### **2. Water Resources**

Water resources may be impacted by increased consumption, and increased production of wastewater. This may be a function of water usage for the proposed football field, greenhouse and playground facilities. Other water usages will be related to the necessary use of water for housing facilities, cafeteria and other related administrative structures. Since the new facility is meant to replace the current school, increases in water consumption and wastewater production are expected to be minimal.

##### **3. Air Resources**

Impacts to air resources of the area should only occur during the construction of the proposed school. Such impacts may include increased air-born particulates normally associated with a large construction activities. There will be no impacts to the overall climate of the town of Lukachukai or the surrounding area.

##### **4. Biotic Resources**

Completion of the proposed school and associated grounds will result in the removal of



approximately 40 acres of sagebrush habitat. This will have little affect on the surrounding wildlife community. A small prairie dog colony that is currently found on the property will either be displaced or destroyed during the construction of the school. No impacts are expected for any of the TES species listed by the NNFWD as potentially occurring in the area (see Appendix A).

## **5. Cultural Resources**

No culturally significant resources are known to occur on the project area and therefore it is unlikely that any cultural resources will be impacted by the proposed action. Complete findings of a cultural resource survey of the site are given in the Cultural Resources Report (Appendix C).

## **6. Socioeconomic Conditions**

Impacts to the current socioeconomic conditions in Lukachukai will be minimal. It is unknown at this time, how many new jobs may be created by the construction of this new facility.

## **7. Resource/Land Use Patterns**

The land has no hunting, fishing, or gathering opportunities and will therefore not be impacting recreational or traditional uses for hunting, fishing or gathering. No mining or agricultural activities occur on the proposed project area and the parcel is not utilized for outdoor recreational activities. There are no withdrawal requests by the Navajo Department of Transportation or the Federal Aviation Administration for the airport facilities and no improvements are planned (see Appendix B). The land is under jurisdiction of the Lukachukai Chapter.

## **8. Other Values**

Since the proposed project area is not considered a wilderness area, no wilderness areas will be impacted by the construction of the proposed school. Increased sound from school busses and general school activities (i.e. sporting events, etc) will occur, but are not expected to influence the current noise situation in Lukachukai. Public health and safety issues are not expected to change with the construction of the new school. Although the proposed school will be constructed on a currently vacant parcel of land, the presence of the school should not affect the visual quality that is currently known to the residents living west of the parcel.

## **B. Mitigation Measures of Impacts to the Proposed Action**

### **1. Biological Impacts**

Mitigation for vegetative resources affected includes seeding in areas impacted by grading activities. This may include areas that will not become part of other school facilities such as the football and baseball fields. The prairie dog town that is currently located on the northeast corner of the parcel should be relocated to avoid unnecessary destruction that portion of the colony. No impacts to any



TES species are expected and no mitigation measures are suggested.

## **2. Physical Impacts**

During construction activities, water will be used to maintain low levels of particulate pollution. Areas cleared for construction purposes will also be maintained by watering to reduce erosion while soils is exposed. Vehicles will be regularly maintained to reduce the amount of vehicle related pollutants (i.e. oil, coolant, etc.) is spilled on the construction site.

## **3. Solid Waste/Hazardous Materials Disposal**

Solid wastes produced during the construction of the school and general maintenance activities associated with the newly functioning school will be disposed of properly and in compliance with local, state, tribal, and federal regulations.

## **4. Pollution Prevention Measures**

The Lukachukai Community School project will comply with all Federal and Tribal Clean Water Act requirements. Prior to construction, a National Pollutant Discharge Elimination System (NPDES) Notice of Intent will be filed with the U.S. Environmental Protection Agency, and a Storm Water Pollution Prevention Plan drafted. All Navajo NPDES and Water Quality standards will be adhered to and appropriate tribal agencies consulted.

Pollution prevention measures associated with the construction and functioning of the new school include proper sewage treatment and disposal, and implementation of a recycling program. Sewage disposal will utilize previously constructed settling ponds on the west side of Navajo Route 12. Wastewater treatment standards will adhere to requirements of the Navajo Nation Environmental Protection Agency (Title 22, Navajo Nation Code, Chapter 7). Construction contractors will be responsible for removal of construction related waste materials.

## **V. Conclusions**

This project area represents a small, but important, portion of the town of Lukachukai and represents a prime area for the construction of this much needed school. Since a portion of the parcel has already been impacted by the construction of the airstrip, there should be no adverse impacts that will affect the project, or the town of Lukachukai, at any future time. Ultimately this will provide the growing number of students of the Lukachukai Chapter with increased opportunity for educational opportunities.

## **VI. Consultation and Coordination**


### **A. Personnel Involved**

Mr. Bill Leibfried, SWCA Project Manager  
Mr. Bob Manygoats, SWCA NEPA Consultant  
Mr. Bryce Marshall, SWCA Biological Field Supervisor  
Ms. Lynn Neal, SWCA Archeological Division Director  
Mr. Dennis Gilpin, SWCA Archeological Project Manager  
Mr. James Potter, SWCA Archeological Field Supervisor

### **B. Agency/Entity Consultation and Coordination**

Mr. Alfred Barney, Lukachukai Chapter President  
Ms. Christine Martinez, Lukachukai Chapter Coordinator  
Mr. Paulson Chaco, Director, Navajo Department of Transportation  
Mr. Brent Nelson, Data Manager, Natural Heritage Program, Navajo Fish and Wildlife Dept.  
Mr. Ronnie Ben, Navajo EPA, NPDES

## **VII. Document Preparer's Signature**



Bill Leibfried, NEPA Project Manager  
SWCA, Inc. Environmental Consultants  
114 N. San Francisco St., Suite 100  
Flagstaff, Arizona 86001  
(520) 774-5500

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**APPENDIX A**  
**NAVAJO FISH AND WILDLIFE CONSULTATION**



# THE NAVAJO NATION

March 24, 1999

Edison E. Leonard, Executive Director  
Lukachukai Community School, Inc.  
"Home of the Eagles"  
Navajo Route 13  
Lukachukai, Arizona 86507

SUBJECT: Governing Board Requests of a biological assessment for endangered species prevalent within the proposed site area.

Mr. Leonard;

The following information on species of concern<sup>1</sup> is provided in response to your March 16, 1999 request concerning the subject project, which consists of construction for a new school on land adjacent to N-13 and N-12 intersection on the former Lukachukai Community air strip, Lukachukai, Arizona.

At this time, the Navajo Fish and Wildlife Department (NFWF) has no record of species of concern occurring on the project site.

Species of concern with potential to occur on the 7.5-minute quadrangle(s) containing the project boundaries include the following. Potential is based primarily on quadrangle-wide coarse habitat characteristics and species range information. Your project biologist should determine habitat suitability at the project site (Bad Bug Butte, Az; Lukachukai, Az).

1. Aquila chrysaetos (Golden Eagle); NESL group 3; MBTA; EPA.
2. Buteo regalis (Ferruginous Hawk); NESL group 3; MBTA.
3. Charadrius montanus (Mountain Plover); NESL group 4; ESA candidate; MBTA.
4. Cinclus mexicanus (American Dipper); NESL group 3; MBTA.
5. Empidonax traillii eximius (Southwestern Willow Flycatcher); NESL group 2; ESA endangered; MBTA.
6. Falco peregrinus (Peregrine Falcon); NESL group 3; ESA endangered; MBTA.
7. Haliaeetus leucocapillus (Bald Eagle); NESL group 3; ESA threatened; MBTA; EPA.
8. Mustela nigripes (black-footed ferret); NESL group 2; ESA endangered. Potential should be evaluated if prairie-dog towns of sufficient size (per NFWF guidelines) occur in the project area.

---

<sup>1</sup>-Species of concern include protected, candidate, and other rare or otherwise sensitive species, including certain native species and species of economic or cultural significance. For each species, the following tribal and federal statutes are indicated: Navajo Endangered Species List (NESL), federal Endangered Species Act (ESA), Migratory Bird Treaty Act (MBTA), and Eagle Protection Act (EPA). No legal protection is afforded species with only ESA candidate or NESL group 4 status; please be aware of these species during surveys and inform the NFWF of observations. Documentation that these species are more numerous or widespread than currently known, and addressing these species in project planning and management is important for conservation and may contribute to ensuring they will not be uplisted in the future. Species without ESA or NESL legal protection (e.g., NESL group 4 species) are only included in responses on an irregular basis and may not be included in this response. Please refer to the NESL for a list of group 4 species; contact me if you need a copy.



9. Odocoileus hemionus (mule deer). This species is of cultural and economic significance.
10. Strix occidentalis lucida (Mexican Spotted Owl); NESL group 3; ESA threatened; MBTA.

Biological surveys should be conducted during the appropriate season. Surveyors on the Navajo Nation must be permitted by the Director, NFWD. Contact Jeff Cole at (520) 871-7068 for permitting procedures. Questions pertaining to surveys should be directed to the NFWD Zoologist (David Mikeasie) for animals at 871-7638, and Botanist (Daniela Roth) for plants at 871-7639.

Potential impacts to wetlands should also be evaluated. The U.S. Fish & Wildlife Service's National Wetlands Inventory (NWI) maps should be examined to determine whether areas classified as wetlands are located close enough to the project site(s) to be impacted. In cases where the maps are inconclusive (e.g., due to their small scale), field surveys must be completed. For field surveys, wetlands identification and delineation methodology contained in the "Corps of Engineers Wetlands Delineation Manual" (Technical Report Y-87-1) should be used. When wetlands are present, potential impacts must be addressed in an environmental assessment and the Army Corps of Engineers, Phoenix office, must be contacted. NWI maps are available for examination at the NFWD's Natural Heritage Program (NHP) office, or may be purchased through the U.S. Geological Survey (order forms are available through the NHP). The NHP has complete coverage of the Navajo Nation, excluding Utah, at 1:100,000 scale; and coverage at 1:24,000 scale in the southwestern portion of the Navajo Nation.

The information in this report was identified by the NFWD's biologists and computerized database, and is based on current data. It should not be regarded as the final statement on the occurrence of any species, nor should it substitute for on-site surveys. Also, because the NFWD's information is continually updated, any given information response is only wholly appropriate for its respective request.

An invoice for this information is forthcoming from the Navajo Division of Finance.

If you have any questions I may be reached at (520) 871-7603.



Brent Nelson, Data Manager  
Natural Heritage Program  
Navajo Fish and Wildlife Department

xc: file/chrono

**APPENDIX B**  
**NAVAJO DEPARTMENT OF TRANSPORTATION**  
**CONSULTATION**



**THE  
NAVAJO  
NATION**

P.O. BOX 9000 • WINDOW ROCK, ARIZONA 86515 • (520) 871-6000

**DEPARTMENT OF TRANSPORTATION**

P. O. Box 4620, Window Rock, Arizona 86515


Voice: (520) 871-6498 Fax: (520) 871-7090

Thomas E. Atsitty  
PRESIDENT

Milton Mueshage, Sr.  
VICE PRESIDENT

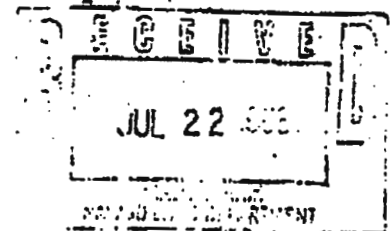
**MEMORANDUM**

**TO :** Charlotte Lander, Micro Film Clerk  
Navajo Land Department  
Division of Natural Resources

**FROM :**   
Paulson Chaco, Director  
Navajo Department of Transportation

**DATE :** July 20, 1998

**SUBJECT:** LUKACHUKAI AIRPORT



This memorandum is in response to your request regarding the Lukachukai airport. To our knowledge, the Navajo Department of Transportation and the Federal Aviation Administration has not withdrawn land on the existing airstrip. According to the Navajo Nation Airport Systems Plan published in October 1992, the Lukachukai airstrip is located close to the Chinle airport and no improvements are planned. In addition, the Lukachukai airport is not on the National Plan of Integrated Airport Systems (NPIAS) and thereby is not eligible to participate in the FAA program.

The Chapter might have built the airstrip on its own accord. Please contact me if I can provide further information.

cc: Max Bighorse, P.E., Navajo Department of Transportation

**APPENDIX C**  
**CULTURAL RESOURCES REPORT**

# **A CULTURAL RESOURCES INVENTORY OF THE PROPOSED NEW SITE FOR THE LUKACHUKAI COMMUNITY SCHOOL, APACHE COUNTY, ARIZONA**

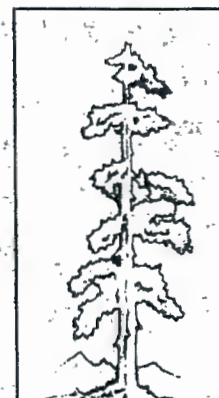
Prepared for

**LUKACHUKAI COMMUNITY SCHOOL**

Prepared by

**SWCA, INC.  
ENVIRONMENTAL CONSULTANTS**

**July 30, 1999**





A CULTURAL RESOURCES INVENTORY OF THE PROPOSED NEW SITE  
FOR THE LUKACHUKAI COMMUNITY SCHOOL, APACHE COUNTY, ARIZONA

Performed under the Authorization of  
Navajo Nation Historic Preservation Department  
Cultural Resources Investigation Permit No. B99184

Submitted to

Mr. Edison Leonard  
LUKACHUKAI COMMUNITY SCHOOL  
Navajo Route 13  
Lukachukai, Arizona 86507  
(520) 787-2301

Prepared by

James M. Potter  
Dennis Gilpin

SWCA, INC., ENVIRONMENTAL CONSULTANTS  
114 North San Francisco Street, Suite 100  
Flagstaff, Arizona 86001  
(520) 774-5500

SWCA Cultural Resources Report No. 99-84  
SWCA Project No. 3289-M

July 30, 1999

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## **ABSTRACT**

**AGENCY:** Navajo Nation Historic Preservation Department

**PROJECT TITLE:** Lukachukai Community School

**PROJECT DESCRIPTION:** The Lukachukai Community School proposes to construct a new school on 44.3 acres (17.9 ha) adjacent to Navajo Route 13.

**LOCATION:** On unplatted Navajo Nation Lands (T35N, R29E, projected, Bad Bug Butte, Arizona, 1982 7.5 minute USGS quadrangle) in the community of Lukachukai, Lukachukai Chapter, Chinle Agency, Apache County, Arizona.

**NUMBER OF SURVEYED ACRES:** 49.4 acres (20 ha)

**NUMBER OF SITES:** 0

**LIST OF ELIGIBLE SITES:** None

**LIST OF INELIGIBLE SITES:** None (one abandoned airstrip and eight isolated occurrences)

**COMMENTS:** Because no significant cultural resources were found during the archaeological survey of the proposed new school grounds for the Lukachukai Community School, construction of the new school should receive a determination of no cultural resources.



## INTRODUCTION

On July 7, 1999, Dr. James M. Potter and Bob Manygoats of SWCA, Inc., Environmental Consultants, conducted a cultural resources inventory of the approximately 44.3-acre (17.9 ha) site of the proposed new Lukachukai Community School, near Lukachukai, Apache County, Arizona, plus a buffer zone bringing the total area surveyed to 49.4 acres (20.0 ha). The project was carried out for Mr. Edison Leonard of the Lukachukai Community School, Navajo Route 13, Lukachukai, Arizona, 86507.

As part of the inventory, Potter and Manygoats interviewed the holder of the use rights for the project area, Mr. Edward Harvey, who is 90 years old and has lived in the area all his life. Mr. Harvey identified no traditional cultural properties within the project area. During the archaeological survey of the project area and the buffer zone, Potter and Manygoats identified only eight isolated occurrences, all flaked stone artifacts. (An abandoned airstrip on the property now appears as a two-track dirt road.)

## LOCATION

The project area is on the northeast side of Navajo Route 13 (N13), in the community of Lukachukai, Apache County, Arizona (Figures 1 and 2), and can be located on the Bad Bug Butte 1982 USGS 7.5 minute quadrangle (unplatted, T35N, R29E, projected). The proposed school property is on Navajo Tribal Trust Land in Lukachukai Chapter, Chinle Agency. The UTM coordinates of the project area, in Zone 12, are: Northing 4030078, Easting 655799 (northeast corner); Northing 4029325, Easting 656641 (southeast corner); Northing 4029061, Easting 656499 (southwest corner); and Northing 4030024, Easting 655738 (northwest corner).

## DESCRIPTION OF UNDERTAKING

The existing Lukachukai Community School is approximately 2 miles (3.2 km) northeast of Navajo Route 13; the site of the proposed new school is next to the highway. The grounds of the existing school contain archaeological sites, human burials, historic buildings, and buildings that need extensive maintenance, and the community thus prefers to construct a new school. The area proposed for the new school is trapezoidal and measures approximately 925 feet (282 m) on the southeast side, 4000 feet (1219 m) on the southwest side, 250 feet (76 m) on the northwest side, and 3700 feet (1128 m) on the northeast side, covering some 44.3 acres (17.9 ha) (Figure 3). The new school site will include buildings, parking lots, playgrounds, and utilities and is expected to result in almost complete disturbance of the existing ground surface.



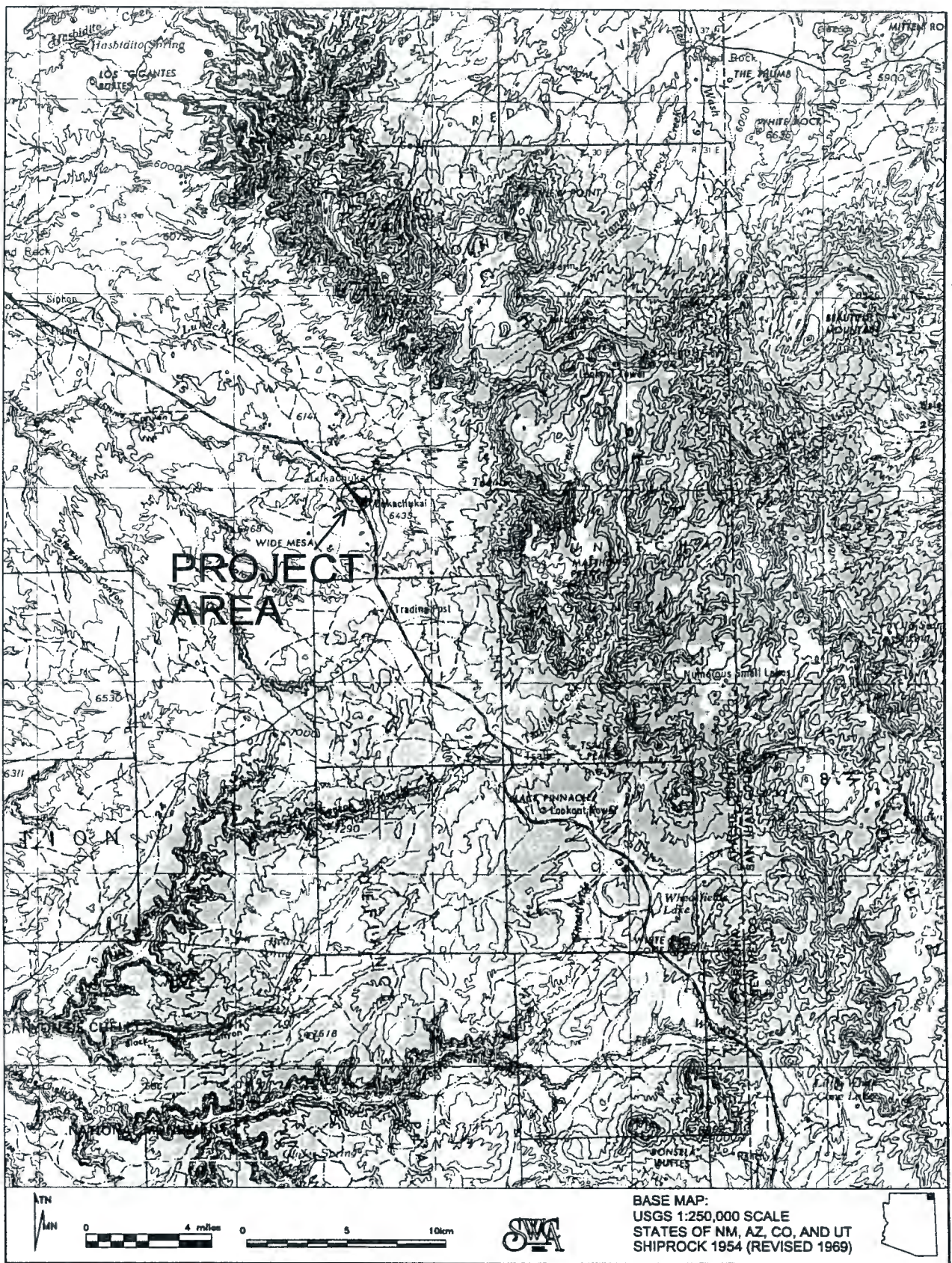


Figure 1. General location of project area.



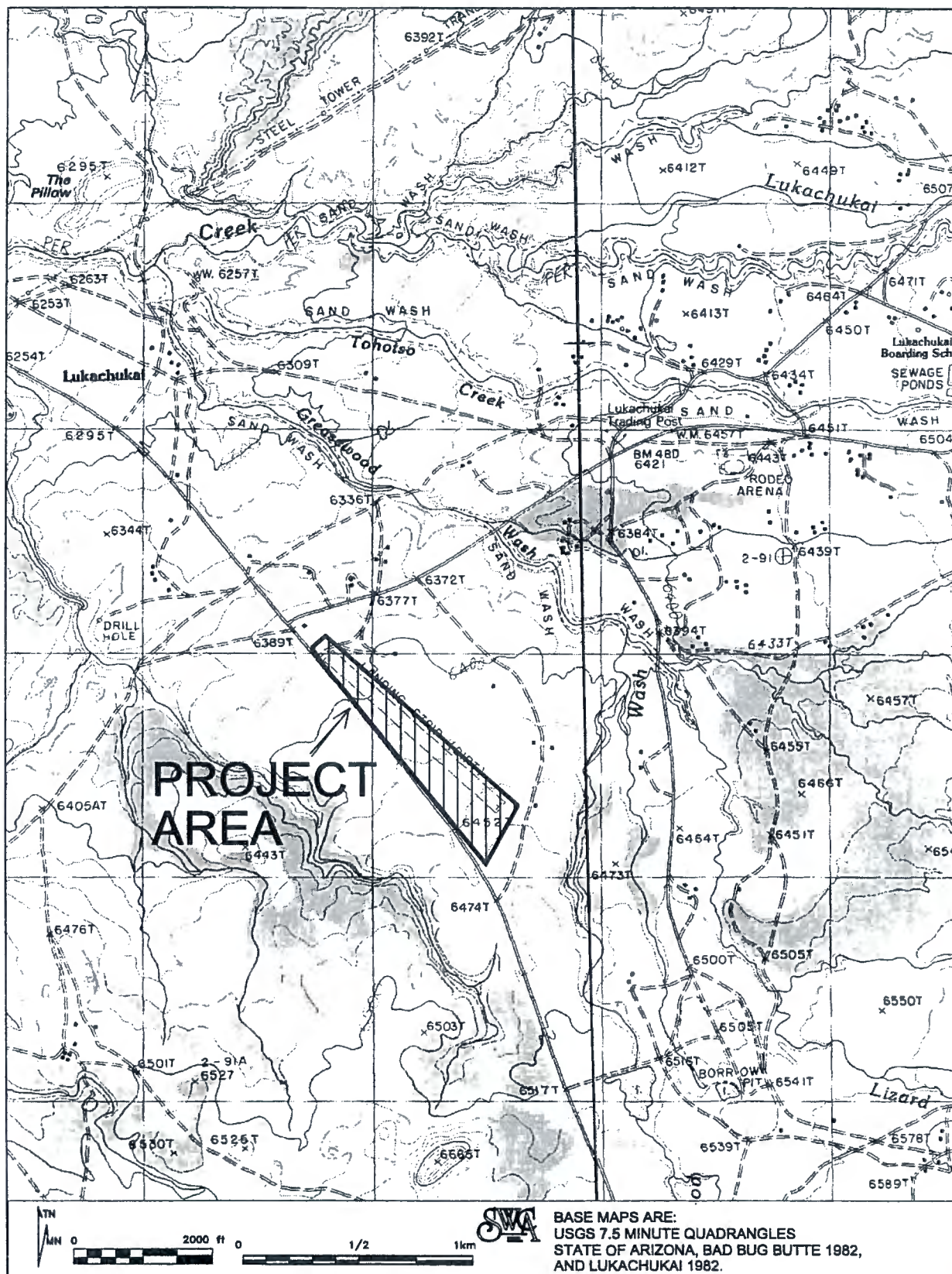


Figure 2. USGS quadrangle map with project area.





## REVIEW OF EXISTING DATA

Gilpin (1989) and Newton and Gilpin (1998) have summarized the culture history of the Chinle Valley and several of its subdivisions, including work by Benallie and Simplicio (1988) and Popelish and Fehr (1983) in the Lukachukai area. In the mid 1980s, Statistical Research, Inc., (SRI) a Tucson consulting firm, conducted archaeological excavations at Lukachukai, but no final report on these excavations has been prepared. Previous work in the area has identified evidence of human occupation at Lukachukai from Archaic times (6000-1000 B.C.) to about A.D. 1300, then an occupational hiatus that lasted until Navajos began using the area in the A.D. 1700s. Perhaps the earliest site excavated in the area was AZ-I-39-53 (Gilpin 1994), which yielded maize that was radiocarbon dated to 1000 years B.C., some of the oldest maize ever found in the United States. The introduction of maize to the region initiated the transition to settled village life during a time period called the Formative by archaeologists. In the Lukachukai area this period lasted from about 1000 B.C. to about A.D. 1300 and was characterized by increasing numbers of sites until about A.D. 1130, when the 20-room Lukachukai Pueblo, perhaps the largest prehistoric settlement in the area, was built. This site appears to have been the primary site in this area until about A.D. 1250, when the area was depopulated. SRI excavated Navajo sites dating as early as the seventeenth century (Gilpin 1996), but no final report on this research has been produced, and knowledge about Navajo use of the region must be extrapolated from archaeological studies of adjacent communities (see especially James 1976) and more general historical works (see especially Bailey and Bailey 1986). The influence of the Bureau of Indian Affairs on the Navajos, with emphasis on educational policy, is summarized in Threinen (1981), who does not mention Lukachukai specifically.

Potter examined records of the Navajo Nation Historic Preservation Office on July 6, 1999, and identified reports on 15 projects wholly or partially within 1 km of the project area (Figure 4; Table 1). These projects inventoried a total of 2033.2 acres (822.8 ha) and identified 95 sites, 13 of them within 1 km of the project area (Figure 4; Table 2). Thus, the general region around Lukachukai has a site density of one per 21.4 acres, approximately twice the site density of the Navajo country as a whole (Gilpin 1990). The 13 sites within 1 km of the project area are three undated lithic sites, six Formative period sites, three Navajo sites, and one multicomponent undated lithic scatter and Navajo habitation.

The existing school grounds were inventoried by the Navajo Nation Cultural Resource Management Program (NNCRMP) in 1982 (Stewart 1982). The NNCRMP identified four historic buildings, one prehistoric archaeological site (AZ-I-39-61), and five prehistoric burials.

## ENVIRONMENTAL AND CULTURAL SETTING

The project area is in sage flats at elevations ranging from 6400 to 6465 feet (1950-1970 m). Soils are eolian sands. The nearest named drainage to the project area is Greasewood Wash, 850 feet (259 m) to the east, but most runoff from the project area flows west 1400 feet (427 m) into an unnamed intermittent drainage. Sagebrush is the dominant plant in the project area, constituting



Figure 4. Previous research within 1 km of project area.



Table 1. Previous Projects within One Kilometer of Project Area

Project No.	Acres Surveyed	No. of Sites	Reference	Author/ Affiliation	Report Submitted to
95-039	332.5	13(0)*	The Homesites and 9.6 miles of Waterline near Lukachukai, Apache County, AZ	N. Hammack/ CASA	IHS
98-610	3.7	0	A Cultural Resources Survey of the Pearl J. Harvey Homesite, Lukachukai, AZ	F. Harden	NNHPD, Window Rock
88-385	30	0	An Archaeological Survey of 20 Acres of Land withdrawn for 20 Proposed NHA Housing Units and 10 Acres for a Proposed Sewer Lagoon in Lukachukai, Apache County, AZ	A. Klesert/ NNAD	BIA, Window Rock
88-504	215	4(0)	An Archaeological Survey of the Tsale to Lukachukai Water System	A. Klesert/ NNAD	IHS, Many Farms
89-347	14.7	2(0)	An Archaeological Survey of 5 Scattered Homes and Service Lines near Lukachukai, AZ	A. Klesert/ NNAD	IHS, Window Rock
94-551	1	0	An Archaeological Survey of a Proposed Homesite for Irene A. Lee in Lukachukai, Apache County, AZ	F. Paul/ NNAD	NNHPD, Window Rock
90-104	25.5	2(2)	An Archaeological Survey of a Proposed Alternative Sewer Lagoon and Borrow Pit at Lukachukai, Apache County, AZ	D. Gilpin/ NNAD	IHS, Window Rock
88-069	117.3	34(6)	An Archaeological Inventory of CDBG and CIP Water Lines in Lukachukai, Apache County, AZ	L. Benallie, D. Simplicio/ NNAD	IHS, Window Rock
92-721	286.9	6(0)	A Cultural Resources Inventory of 86 Scattered Homesites for Proposed Water Service Lines, Septic Tanks and Leach Fields to be Installed by the NTUA	CSWTA	NTUA, Fort Defiance
96-437	20	0	A Cultural Resources Inventory of NHA, CSD, HUD 10 Home Ownership Scattered Housing Units in Lukachukai, Apache County, AZ	R. Allan/ NNHPD	NNHPD, Window Rock
92-714	13.5	0	A Cultural Resources Inventory of the Lukachukai Chapter House Tract, Apache County, AZ	A. Klesert/ NNAD	NNHPD, Window Rock
98-570	316.4	14(0)	95 Scattered Homesites and 3.5 Miles of Waterline Extensions, Apache County, AZ and San Juan and McKinley Counties, NM	M. Errickson/ CASA	NTUA, Fort Defiance
98-123	367.7	9(0)	102 Scattered Homesites and 6.1 Miles of Waterline Extensions, Apache and Navajo Counties, AZ and San Juan and McKinley Counties, NM	M. Errickson/ CASA	NTUA, Fort Defiance
99-310	240	9(1)	72 Scattered Homesites and 2.7 Miles of Waterline Extensions, Apache and Navajo Counties, AZ	M. Errickson, CASA	NTUA, Fort Defiance
97-180	59	4(4)	A Cultural Resources Inventory of an Addition to the Lukachukai Chapter Tract, Apache County	J. Trouchette/ NNDCD	NNHPD, Window Rock

\* ( ) = number of sites within 1 km of current project area; see Table 2 for site descriptions.

Table 2. Previously Recorded Sites within One Kilometer of Project Area

USGS Quad*	Site Number	Description	Size (m <sup>2</sup> )	Reference*	NNHPD Project No.
Bad Bug Butte	AZ-I-38-9	Navajo habitation, post 1950		Benallie and Simplicio 1988	88-069
Bad Bug Butte	AZ-I-38-10	Undated lithic scatter	1140	Benallie and Simplicio 1988	88-069
Bad Bug Butte	AZ-I-38-11	Navajo habitation, post 1960		Benallie and Simplicio 1988	88-069
Bad Bug Butte	AZ-I-38-15	BM III habitation/camp	7812	Benallie and Simplicio 1988	88-069
Bad Bug Butte	AZ-I-38-16	P III ceramic/lithic scatter	4950	Benallie and Simplicio 1988	88-069
Bad Bug Butte	AZ-I-38-17	P II/P III habitation/sherd scatter	3454	Benallie and Simplicio 1988	88-069
Bad Bug Butte	AZ-I-38-20	Undated lithic scatter	220	Gilpin 1990	90-104
Bad Bug Butte	AZ-I-38-21	Undated lithic scatter	1750	Gilpin 1990	90-104
Bad Bug Butte	AZ-I-38-23	Undated lithic scatter/ Navajo habitation, 1960s	2041	Errickson 1999	99-310
Lukachukai	AZ-I-39-63	P II/P III ceramic/lithic scatter	58,200	Trouchette 1997	97-180
Lukachukai	AZ-I-39-64	P II/P III lithic scatter with 1 black-on-white sherd	195	Trouchette 1997	97-180
Lukachukai	AZ-I-39-65	BM III-P III lithic scatter with 1 sand-tempered plainware sherd	779	Trouchette 1997	97-180
Lukachukai	AZ-I-39-66	Navajo limited activity, 1960s	300	Trouchette 1997	97-180

\*Arizona

\*\*Full reference provided in Table 1

99% of the vegetative coverage. A few narrow-leaf yucca plants and small juniper trees were noted in the eastern end of the project area, and one flowering gypsum weed (*Datura*) plant was observed in the western portion of the project area near the highway.

Historically, this area has been used primarily for grazing. A dirt airstrip across the length of the project area was built and used between 1965 and 1968.

## FIELD METHODS

On July 7, 1999, Potter and Manygoats met with community leaders, members of the community, and representatives of agencies working on the school project. These individuals



provided background information on the project, including the previous report on the survey of the existing school and the Federal Aviation Administration form on the old runway in the proposed location of the new school. Mr. Harvey, who holds the use rights to the project area, was also at the meeting, and Potter and Manygoats interviewed him about his family's use of the area, whether traditional cultural properties might be present in the area (there were none), and whether he had any other concerns about building a school in the project area (he had no concerns) (see Attachment A for a complete transcript of the interview). Following the interview, some of the committee members took Potter and Manygoats around the existing school grounds to show them the problems with the current location. Six prehistoric sites, two isolated burials, and four historic buildings were the principal areas of concern from a cultural resources standpoint. Dr. Potter plotted the prehistoric sites and burials on a map of the school grounds, made some notes on the sites and buildings, and took photographs of the four historic buildings.

To survey the proposed new school grounds, Potter and Manygoats walked parallel transects, spaced 50 feet (15 m) apart, back and forth across the project area and within a 50-foot (15-m) buffer zone around the area, including the northeastern side of the N13 right-of-way where a driveway will be constructed, surveying a total area of 49.4 acres (20 ha). Ground visibility was excellent, at approximately 80%. When artifacts were observed, they were flagged, and the area around them was examined more closely to see if they were isolated occurrences or portions of archaeological sites. Since all of the observed artifacts were isolated occurrences, they were recorded in a field notebook as they were found.

## **CULTURAL RESOURCE FINDINGS**

### **Existing School Property**

The grounds of the existing school facility were archaeologically surveyed by the Navajo Nation Cultural Resource Management Program in 1982 (Stewart 1982). NNCRMP found one site (AZ-I-39-61), five human burials, and four historic buildings (No. 201, No. 204, No. 205, and No. 224) on the school grounds. School personnel showed Potter six areas (presumably all part of Site AZ-I-39-61) where they believed prehistoric cultural materials were present, two isolated loci where human remains had been found, and four potentially historic buildings (Figure 5). SWCA's notes on these cultural resources are being provided to NNHPD and the Lukachukai Community School for their records.

Of the six areas where prehistoric cultural materials were believed to exist, at only two (labeled "Midden" and "Lithic/Sherd Scatter" on Figure 5) were artifacts visible, including two Tsegi Orange Ware sherds. No human remains were observed at the two isolated burial sites or elsewhere on the property. The midden site was disturbed, and trees had been planted within its boundaries. The soil was reddish and compact, unlike what would be expected at a midden. A small charcoal stain was in the approximate center of the area. Overall, very little cultural material was visible on the modern ground surface.

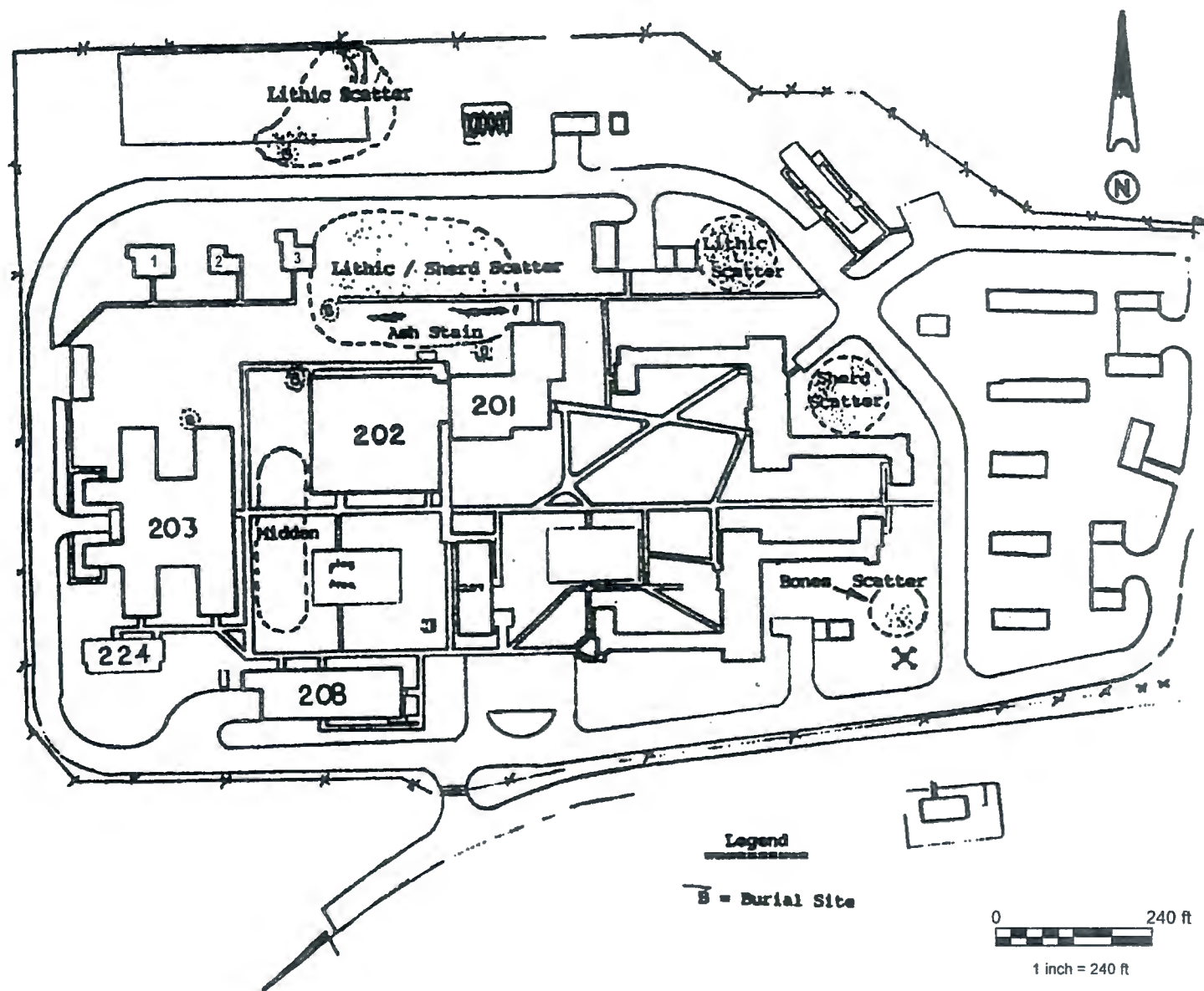


Figure 5. Plan of existing school grounds and cultural resources.

Little cultural material was present at the lithic/sherd scatter with ash stains, which is now a playground. Soil is indeed ashy in the eastern portion of the area, and a thin scatter of artifacts is present at the east end of the site. One plainware sherd and one rhyolite bifacial core were specifically noted. A historic hogan foundation is visible near the ash stain. Apparently someone tried to rebuild the hogan here within the last five years and discontinued the project after encountering the site.

None of the four potentially historic buildings is listed in Threinen (1981). One of the small buildings had been a clinic of some sort at some time. Building 201, the largest of these buildings, once had a kitchen attached to the north side.

### **Proposed Location of New School**

During the survey of the proposed new school location, the only cultural manifestations observed were the old airstrip and eight isolated occurrences. The airstrip, built and used between 1965 and 1968, is now a two-track dirt road. The Federal Aviation Agency form for the airstrip lists the following information:

Latitude	30 °24'05"
Longitude	109 °15'30"
Elevation	6450 feet
Runway direction	NW-SE
Runway length	3350 feet
Runway width	260 feet
Type of surface	Dirt
Use	Open to general public

The eight isolated occurrences in the project area were all flaked stone artifacts, primarily of Owl Rock chert, which crops out in the Lukachukai area. These artifacts are summarized in Table 3.

### **EVALUATION OF SIGNIFICANCE**

The only cultural resources identified during the survey of the proposed new school grounds were a landing strip and eight isolated occurrences. None of these cultural resources is considered eligible to the National Register of Historic Places (NRHP).

The landing strip is currently a two-track dirt road, and therefore does not retain integrity of design, materials, workmanship, feeling, or association. Thus, although the location and setting of the airstrip have not changed, the most important attributes of integrity have been lost. The airstrip is not associated with any significant event or persons, and its architectural integrity is lost. Any information that the airstrip might provide about regional history would have to be obtained from



Table 3. Isolated Occurrences Recorded within Project Area

IO No.	Description	Count
1	1 small <sup>1</sup> tertiary flake, pink and white striped chert, 80% complete (distal end broken), feather termination, no platform but no crushing, possible pressure flake	1
2	1 small <sup>2</sup> unidirectional core, light bluish gray chert with dark gray/green inclusions (probably RORC), 80% cortex on termination side, 3 flake scars 1 medium-sized primary flake, same material type, not struck from the associated core, feather termination, unprepared platform with cortex	2
3	1 medium-sized unidirectional core, RORC, one flake scar, rest of surface retained cortex	1
4	1 medium-sized multidirectional "ridgeback" core, RORC, at least four good flake scars	1
5	1 2-cm-wide tertiary fragment of large blade, white chalcedony, medial fragment, no edge damage/work 1 large multidirectional core fragment, RORC, 2 good flake scars, 25% cortex 1 small core fragment, RORC, no good flake scars, 5% cortex (all found in airstrip push pile/disturbance)	3
6	1 large primary flake, reddish chert with turquoise inclusions (Owl Rock chert), proximal end only, unprepared platform (no cortex) (found in two-track/old airstrip)	1
7	1 small core fragment, Owl Rock chert, no good flake scars, 30% cortex	1
8	1 medium-sized secondary flake, grayish purple chert, unprepared platform with cortex, feather termination, no use damage, possible core rejuvenation flake	1

<sup>1</sup>Size determinations for flakes: small = <1.5 cm; medium = 1.5-3.0 cm; large = > 3.0 cm

<sup>2</sup>Size determinations for cores: small = < 3.0 cm; medium = 3.0-5.0 cm; large = >5.0 cm

RORC = reduced Owl Rock chert

documentary sources, not from archaeological investigations, because it no longer retains critical attributes of integrity. The airstrip is also excluded from the NRHP because it is less than 50 years old. The airstrip is probably not protected under the Archaeological Resources Protection Act (ARPA) because it is not of archaeological interest and is less than 100 years old. It is not considered sacred or respected and does not merit consideration under the American Indian Religious Freedom Act (AIRFA). No human remains are present within this locus, so it is not protected under the Native American Graves Protection and Repatriation Act (NAGPRA).

The isolated occurrences retain integrity of design, materials, and workmanship, but integrity of location, setting, feeling, and association cannot be demonstrated (and in the case of IO 5 have certainly been lost). None of the isolated occurrences is associated with any significant historic event or persons, none is architectural, and none is likely to provide significant new information on regional history or prehistory, and they are thus probably not eligible to the NRHP. Although the isolated occurrences are more than 100 years old, they are no longer of archaeological interest and are not protected under ARPA. These are not types of artifacts that are usually considered sacred or respected and do not merit consideration under AIRFA. These are not human remains, funerary objects, or items of cultural patrimony and are not protected under NAGPRA.



Cultural resources probably are present within the existing school grounds, where no undertaking is proposed at this time. These resources would need to be re-evaluated based on archaeological testing and historical research if an undertaking were to be proposed for this area.

### RECOMMENDATIONS

Because no significant cultural resources were found during the archaeological survey of the proposed new school grounds for the Lukachukai Community School, construction of the new school should receive a determination of no cultural resources.

**APPENDIX A**

**TRANSCRIPT OF INTERVIEW WITH MR. EDWARD HARVEY**



## APPENDIX A

### TRANSCRIPT OF INTERVIEW WITH MR. EDWARD HARVEY

1. What is your full name?

*Edward Bakie Harvey*

2. What is your clan?

*Nakai-Diné (of the Mexicans). My father's clan is Red Horse.*

3. When were you born?

*May 15, 1909*

4. Where and when did you go to school?

*I had two years of school at Fort Defiance in 1921 and 22. I joined the National Guard in 1925 and served for four years in Ft. Valley, Kansas.*

5. What can you tell me about the land in and around the project area?

*The land was blessed in 1908. I was assigned the lease in 1919. My grandmother and grandfather lived in the area. The land was more lush back then. We used the land as a sheep shearing grounds and for grazing. I have worked hard to take care of this land. I have kept the land for my relatives.*

6. Has the use of the land changed over time?

*Not really. I have been reluctant to let people use it because I have been saving it for the future. The land was blessed to keep it as it is. I think the school will be a good use for the land.*

7. Are there any special areas within the project areas such as plant gathering areas, shrines, or graves?

*No, there are no places like this. The only thing special about this land is the blessing of it, but this should not prevent the building of the school.*

8. Are there any Anasazi sites within the project area?

*No, there are no Anasazi.*

9. Is there anything else you would like to say?

*The school board rushed around and does not listen to me. The blessing that occurred on the land will remain even if the school is built. School is very important for my children and their children. History is important, too. The history of the land. My wishes have been recorded in history.*

## REFERENCES

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CULTURAL RESOURCES COMPLIANCE FORM  
HISTORIC PRESERVATION DEPARTMENT  
PO BOX 4950  
WINDOW ROCK, ARIZONA 86515



ROUTING: COPIES TO

AZ SHPO  
X REAL PROPERTY MGT/330  
X SWCA

NNHPD NO. HPD-99-623

OTHER PROJECT NO. \_\_\_\_\_

SWCA-99-84

PROJECT TITLE: A Cultural Resources Inventory of the Proposed New Site for the Lukachukai Community School, Apache County, Arizona

LEAD AGENCY: BIA Navajo Area Office

SPONSOR: Edison Leonard, Lukachukai Community School, Navajo Route 13, Lukachukai, Arizona 86507

PROJECT DESCRIPTION: Construction community school facility with associated facilities within the surveyed area - Lukachukai Chapter, Apache County, Arizona.

LAND STATUS: Tribal Trust

CHAPTER: Lukachukai

LOCATION: T35N, R29E, Unplatted Section, Apache County, Arizona

RECEIVED

PROJECT ARCHAEOLOGIST: James Potter  
NAVAJO ANTIQUITIES PERMIT NO.: B99184

SEP 15 1999

DATE INSPECTED: 7/07/99

DATE OF REPORT: 7/30/99

TOTAL ACREAGE INSPECTED: 49.4 Acres

NAVJO AREA OFFICE  
BRANCH OF REAL ESTATE SERVICES

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

LIST OF CULTURAL RESOURCES FOUND:

(8) Isolated Occurrences, (1) In-Use Site

LIST OF ELIGIBLE PROPERTIES:

None

LIST OF NON-ELIGIBLE PROPERTIES:

(8) Isolated Occurrences, (1) In-Use Site

LIST OF ARCHAEOLOGICAL RESOURCES:

None

EFFECT/CONDITIONS OF COMPLIANCE:

No historic properties were located. Pursuant to 36 CFR 800.4 (d), a copy of this form and the report have been provided to the SHPO notifying them that no historic properties were found.

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 520-871-7132.

FORM PREPARED BY: Iris Begaye

FINALIZED: August 30, 1999

Notification to

Proceed Recommended:

Conditions:

Yes xx No

Yes No xx

*Alan Downer*

Navajo Nation Historic  
Preservation Officer

7-3-99  
Date

Agency Approval:



Yes ✓ No

ACTING Area Director

*Mona...*

9/9/99  
Date

**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.:** Lukachukai Community School Site Lease

**DESCRIPTION:** The Lukachukai Community Board of Education proposes to construct a new school on a ±47.27-parcel of land. All utilities are within close proximity to the proposed school site.

**LOCATION:** SE¼ of Sec. 30, E½ of Sec. 31, & W½ of Sec. 32, T35N, R29E, G&SRM, Lukachukai, Apache County, Arizona (Henry Thomas, 29 JAN 2016).

**REPRESENTATIVE:** Howard Draper, Project Review Office Manager, Navajo Land Department

**ACTION AGENCY:** Navajo Nation and Bureau of Indian Affairs

**B.R. REPORT TITLE / DATE / PREPARER:** Incomplete EA & DR letter (several pages missing)/JAN 2000/SWCA

**SIGNIFICANT BIOLOGICAL RESOURCES FOUND:** Area 4 - Community Development Area per RCP.

**POTENTIAL IMPACTS**

**NESL SPECIES POTENTIALLY IMPACTED:** NA

**FEDERALLY-LISTED SPECIES AFFECTED:** NA

**OTHER SIGNIFICANT IMPACTS TO BIOLOGICAL RESOURCES:** NA

**AVOIDANCE / MITIGATION MEASURES:** NA

**CONDITIONS OF COMPLIANCE\*:** NA

**FORM PREPARED BY / DATE:** Pamela A. Kyselka/15 APR 2016

**COPIES TO:** (add categories as necessary)

☐ \_\_\_\_\_ ☐ \_\_\_\_\_

<b>2 NTC § 164 Recommendation:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Conditional Approval (with memo) <input type="checkbox"/> Disapproval (with memo) <input type="checkbox"/> Categorical Exclusion (with request letter) <input type="checkbox"/> None (with memo)	<b>Signature</b>  Gloria M. Tom, Director, Navajo Nation Department of Fish and Wildlife	<b>Date</b> 4/15/16
--	--	------------------------

**\*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**



# THE NAVAJO NATION

RUSSELL BEGAYE PRESIDENT  
JONATHAN NEZ VICE PRESIDENT



**ENVIRONMENTAL PROTECTION AGENCY**  
OFFICE OF EXECUTIVE DIRECTOR/ADMINISTRATION  
OFFICE OF ENVIRONMENTAL REVIEW  
PO BOX 339 WINDOW ROCK ARIZONA 86515 Office: 928/871-7188 Fax: 928/871-7996  
Website: [www.navajonationepa.org](http://www.navajonationepa.org)

## M E M O R A N D U M

**TO:** Howard Draper, Program & Project Specialist  
Project Review Office  
Navajo Land Department  
Division of Natural Resources

**FROM:**

Rita Whitehorse-Larsen, Senior Environmental Specialist  
Office of Executive Director/Administration  
Office of Environmental Review  
NNEPA

**DATE:** May 6, 2016

**SUBJECT:** 164 EOR 005455 Lukachukai Community School Lease

The Navajo Nation Environmental Protection Agency (NNEPA) reviewed<sup>1,2</sup> and recommends **conditional approval** for the proposed school lease project as stated in EOR 004032 pursuant the Title 4, NNC Chapter 9 Navajo Nation Environmental Policy Act, Subchapter 1, §904. The governing board of Lukachukai Community School, Inc., is proposing to construct a new grant school on 44.28 acres of land on the former Lukachukai Airstrip. The new grant school will serve 400 youths from kindergarten through eighth grade. The campus will consist of administration buildings, residential hall, gymnasium, facility management building, playground, basketball court and football field, parking lot, bus garage, traditional Hogan, greenhouse and cafeteria. The proposed school lease is located at LAT/LONG: 36°23'53.28"N 109°15'14.90"W, Lukachukai, Apache County, Arizona.

If the following recommendations from NNEPA are adhered to, the proposed project will not have a significant effect (direct, indirect, or cumulative) on the quality of the human environment

1 SWCA Incorporated Environmental Consultants. Final Environmental Assessment for the Proposed Lukachukai Grant School, Lukachukai, Apache County, Arizona. January 2000.

2 Robbins, Leonard. USDOI Bureau of Indian Affairs Finding of No Significant Impact Environmental Assessment Document EA-99-180. December 1999.



considering the context and intensity of impacts.

**1. Navajo Nation Clean Water Act (CWA):**

- a. Clean Water Act Section 404 Permit and 401 certification is required if any drainage with discernable ordinary high water mark will be crossed/disturbed. Project proponent may opt to utilize directional drilling to install utilities across the wash that will preclude the need for 404 Permit and 401 Certification as determined by Patrick Antonio, Principal Hydrologist, NNEPA Water Quality Program on previous proposed projects.
- b. CWA 402 –Land surface disturbance in excess of 1.0 acre will require compliance with the federal General Construction Permit requirements for storm water discharges. The project will disturb 44.28 acres of land. Best Management Practices is highly recommended to be implemented to control sediment runoff.

**2. Navajo Nation Safe Drinking Water Act:**

- a. Ensure there are no existing drinking waterlines and/or domestic waste waterlines located within the premises of the proposed site to avoid significant impacts to the surrounding communities' safe drinking water resources before trenching and/or digging.

**3. Navajo Nation Air Pollution Prevention and Control Act:**

- a. Suppress dust to lessen air impacts to community members and public located in or near the proposed action.

**4. Navajo Nation Pesticide Act:**

- a. Project proponent is required to monitor and prevent invasive and noxious weeds either by manual or chemical control.
- b. Before applying any chemicals, contact the NNEPA Pesticide Program at 928/871-7815/7810/7892 to ensure the product is in compliance and appropriately applied by a certified and licensed applicator.
- c. Pesticide staff will also may need to be onsite to monitor during pesticide/herbicide application.

**5. Navajo Nation Solid Waste Act:**

- a. Solid waste generated from the construction and operation activities will be collected and transported to a designated trash bins to minimize significant impacts to human and wildlife resources.
- b. If a sub-contractor will be hired to transport waste, ensure the contractors are certified and licensed with the Navajo Nation Business Regulatory Office.
- c. The contractor must submit a copy of the landfill receipt/ticket to guarantee the construction waste has been properly disposed.
- d. Do not allow public to take construction and operation waste. Cumulatively NNEPA gets complaints and reports on illegal trash dumpings on rural areas and in the waters of the US and Navajo Nation.
- e. All illegal waste currently on the proposed site is the responsibility of the ROW/permit applicant.

**6. Navajo Nation Comprehensive Environmental Response, Compensation and Liability Act (NNCERCLA)**

- a. Approved by the Navajo Nation Council, CF-07-08, February 26, 2008, the NN CERCLA includes petroleum (including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel (or mixtures of natural gas and synthetic gas)) unlike the US CERCLA or the Superfund Law and mandates petroleum, operator and guarantor to report petroleum release  $\geq 25$  gallons at the site and/or during transport immediately to the Navajo Nation

Department of Emergency Management within the Navajo Nation Division of Public Safety.

**7. *Navajo Nation Storage Tank Act:***

- a.* Amended and approved by the Navajo Nation Council, CJA-09-12, February 2012, the aboveground tanks are included to be regulated.
- b.* Any petroleum storage tanks to be stored onsite will need a permit before constructing the aboveground and/or underground storage tanks.
- c.* The petroleum storage tank must be installed according to the design specifications as listed in the Storage Tank Act. Storage Tank staff can be reached at 928/871-7993.

If there are any questions, contact Rita Whitehorse-Larsen at 928/871-7188. Thank you.

Cc: Ramona Rogers, Lukachukai Community Board of Education Inc., Navajo Route 13, PO Box 230,  
Lukachukai, Arizona, 86507  
NNEPA Administration; Departments; Programs  
*Contact: Ramona Rogers, HR Manager, 928-787-4400*



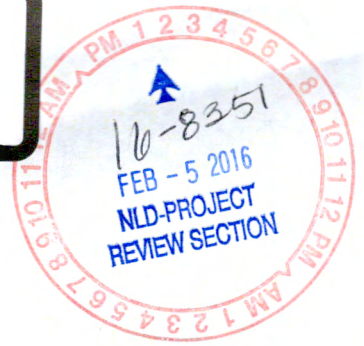
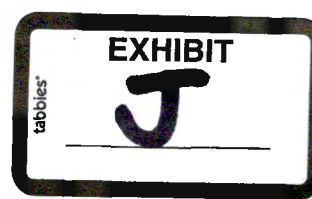
**Lukachukai Community Board of Education, Inc.**

Navajo Route 13

P. O. Box 230

Lukachukai, Arizona 86507

Phone: (928) 787-4400 Fax: (928) 787-2311



January 29, 2016

Navajo Nation Land Department  
PO Box 2249  
Window Rock, AZ 86515

Dear Mr. Mike Halona:

The Lukachukai Community Board of Education, Inc. requests your assistance to finalize and issue the land withdrawal/lease of the 44.28 areas to Lukachukai Community Board of Education, Inc.

The school has been pursuing this land for a number of years.

We have recently submitted an application to the Bureau of Indian Affairs facility for a new school replacement fund. We have been informed that our school made the top ten to compete for the five to be selected for funding. We are very optimistic we will be selected for the top five, even number one.

Any questions please contact me at 928-787-4403.

Sincerely,

Ramona Rogers  
HR Manager

RESOLUTION  
OF THE  
LUKACHUKAI COMMUNITY SCHOOL, INC.  
GOVERNING BOARD



Requesting Support and Lukachukai Community School, Inc.'s Application  
for School Replacement Construction Project Under the Bureau of Indian  
Affairs Priority Ranking System.

**WHEREAS:**

1. The Lukachukai Community School, Inc., Governing Board is the governing body for Lukachukai Community School with members elected under the procedures designated by the Navajo Nation and is duly vested with the authority to advocate for the betterment of its locally-controlled school; and
2. The Lukachukai Community School, Inc., is vested with the oversight authority to see proper administration and operation of the Lukachukai Community School, Inc., and to carry out the policies and procedures that governs the overall operation of its school; and
3. Pursuant to 25 U.S.C. 2005 (C), the Bureau of Indian Affairs , Office of Indian Education Programs announced a process of review for filing an applications and approval of school replacement construction projects on tribal lands; and
4. The Lukachukai Community School Governing Board, Inc., is incorporated through the Navajo Nation and State of Arizona since July 01, 1998, and is recognized through the Navajo Nation as a tribal organization. The Lukachukai Community School has been accredited by the Navajo North Central Association since 1983; and
5. The Lukachukai Community School was built on a high density archaeological site which makes it extremely hard to modify, renovate, and rehabilitate current existing structures. The School cafeteria, dormitory and gymnasium were severely damaged by high winds in March of 1999; and the BIA-Navajo Area Office and community people have determined that there is a concern about the stability of the school facility; and
6. The Lukachukai Community School Governing Board, Inc., has prepared an application for a school replacement construction project for submission to the B.I.A. Office of the Director, O.I.E.P.; the application with supportive documents is herein attached as Exhibit "A"; and




7. The Lukachukai Chapter and community members have withdrawn land for the school replacement construction project and grazing permittees within the area have given their consent, attached hereto as Exhibit "B"; and
8. The school replacement construction application is supported by chapter support resolutions from Lukachukai, Round Rock and Tsaile/Wheatfields, attached hereto as Exhibit "C"; and
9. By Resolution ECJN-50-99 and IGRJN-117-99, the Education Committee and Intergovernmental Relations Committee of the Navajo Nation Council have supported and approved the Lukachukai Community School, Inc.'s, School Replacement Construction Project under the Bureau of Indian Affairs priority ranking process, attached hereto as Exhibit "D".

**NOW THEREFORE BE IT RESOLVED THAT:**

1. The Lukachukai Community School Governing Board hereby supports and approves the application for a School Replacement Construction Project under the Bureau of Indian Affairs priority ranking process, and the Education Committee (ECJN-50-99) and Intergovernmental Relations Committee (IGRJN-117-99) of the Navajo Nation Council approved the same application.
2. The Lukachukai Community School Governing Board further designates Mr. Phillip Belone, Executive Director of the Lukachukai Community School as the authorized representative for the proposed project.

**CERTIFICATION**

I hereby certify that the foregoing resolution was duly considered by the Lukachukai Community School, Inc., Governing Board at a duly called meeting at Lukachukai, Arizona, at which a quorum was present and that the same was passed by a vote of 4 in favor, 0 opposed, 0 abstained, 5<sup>th</sup> day of November 1998.

  
Winnie Shirley, Vice President  
Lukachukai Community School, Inc.,  
Governing Board

MOTIONED: Leon Harvey  
SECONDED: Mildred Silversmith

**RESOLUTION OF THE  
INTERGOVERNMENTAL RELATIONS COMMITTEE  
OF THE NAVAJO NATION COUNCIL**

Supporting and Authorizing the Submittal of the  
Navajo Area Local School Boards Application to the  
Department of Interior, Bureau of Indian Affairs,  
For the Replacement School Construction Funds

**WHEREAS:**

1. The Navajo Nation Council is the governing body of the Navajo Nation pursuant to 2 N.N.C. §102(D); and

2. Pursuant to 2 N.N.C. §§821 and 822(2), the Intergovernmental Relations Committee is established as a standing committee of the Navajo Nation Council to ensure the presence and voice of the Navajo Nation; and

3. Pursuant to 2 N.N.C. §824 (B) (4), the Intergovernmental Relations Committee of the Navajo Nation Council is empowered to authorize and approve any and all contracts, grants and associated budgets with the United States, its departments and agencies, for the implementation of the Indian Self-Determination and Education Assistance Act, as amended, upon the recommendation of the standing committee which has oversight of the division, department or program applying for the contract and/or grant; and

4. By Resolution ECJN-50-99, herein attached as Exhibit "A", the Education Committee of the Navajo Nation Council has endorsed the Navajo Area Local School Boards request to apply for Replacement School Construction Funds from the Department of Interior, Bureau of Indian Affairs, Office of Indian Education; and

5. The Intergovernmental Relations Committee of the Navajo Nation Council also acknowledges the existing educational facilities within the Navajo Area Bureau funded schools that are determined to be deficient, unsafe, and inadequate for providing a positive learning environment for Navajo students attending these schools; and

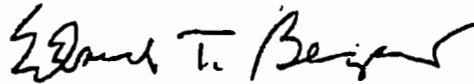
6. The Intergovernmental Relations Committee of the Navajo Nation Council hereby expresses its complete support for the Navajo Area Local School Boards to apply for the Replacement School Construction funds.

**NOW THEREFORE BE IT RESOLVED THAT:**

The Intergovernmental Relations Committee of the Navajo Nation Council hereby supports and authorizes the submission of the Navajo Area Local School Boards Application (see attached school listing) to the Department of Interior, Bureau of Indian Affairs, Office of Indian Programs, for the Replacement School Construction funds.

**CERTIFICATION**

I hereby certify that the foregoing resolution was duly considered by the Intergovernmental Relations Committee of the Navajo Nation Council at a duly called meeting at Window Rock, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 7 in favor, 0 opposed and 0 abstained, this 7th day of June, 1999.



Edward T. Begay, Chairperson  
Intergovernmental Relations Committee

Motion: Lorenzo Bedonie  
Second: George Tolth

ECJN-50-99

RESOLUTION OF THE  
EDUCATION COMMITTEE OF THE  
NAVAJO NATION COUNCIL

Endorsing and Supporting the Navajo Area Local School Boards'  
Request to Submit an Application to the Bureau of Indian Affairs  
for the Replacement School Construction Funds

WHEREAS:

1. The Navajo Nation Council is the governing body of the Navajo Nation, pursuant to 2 N.N.C. §102 (D); and

2. Pursuant to 2 N.N.C. §§481 and 482, the Education Committee is established as a standing committee of the Navajo Nation Council with oversight responsibilities for an orderly development of educational programs and services on the Navajo Nation; and

3. Pursuant to 2 N.N.C. §484 (B)(6), the Education Committee of the Navajo Nation Council is vested with the authority to consult with Federal, State and local governmental officials regarding any proposed changes affecting educational programs and services; and

4. Pursuant to 2 N.N.C. §484 (B)(5), the Education Committee of the Navajo Nation Council is authorized to assist, support, and coordinate with local school boards, communities, and parent organizations; and

5. Pursuant to Resolution CAU-87-69, the Navajo Nation Council established the Navajo Area School Board Association to promote maximum educational services to Navajo students attending B.I.A.-funded schools; and

6. Pursuant to Resolution CAU-87-69, the Navajo Area School Board Association has been authorized to unite on common problems presented by local school boards, in order to seek common solutions; and

7. Pursuant to 2 N.N.C. §484 (B)(3), the Education Committee of the Navajo Nation Council is authorized to sanction applications for Self-Determination Act contracts subject to review and final approval by the Intergovernmental Relations Committee of the Navajo Nation Council; and

8. The Education Committee of the Navajo Nation Council acknowledges the existing B.I.A. educational facilities within the Navajo Area are deficient, unsafe, and inadequate for providing a positive learning environment for the Navajo students attending these schools; and

Post-It® Fax Note		7671	Date	6/18	# of pages	3
To	Calvin Bosie		From	Dorothy		
Co./Dept	Mankachukai Sch.		Co.	DLS		
Fax #			Phone #	871-1448		



9. The Education Committee of the Navajo Nation Council hereby expresses its complete support for the Navajo Area Local School Board to apply for the B.I.A. Replacement School Construction funds.


NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Education Committee of the Navajo Nation Council hereby endorses and supports the Navajo Area Local School Boards' request (see attached school listing) to submit an application to the Bureau of Indian Affairs for the Replacement School Construction funds.

2. The Education Committee of the Navajo Nation Council further recommends to the Intergovernmental Relations Committee of the Navajo Nation Council to authorize the final submission of the Navajo Area Local School Boards' application to the Bureau of Indian Affairs for school construction funds.

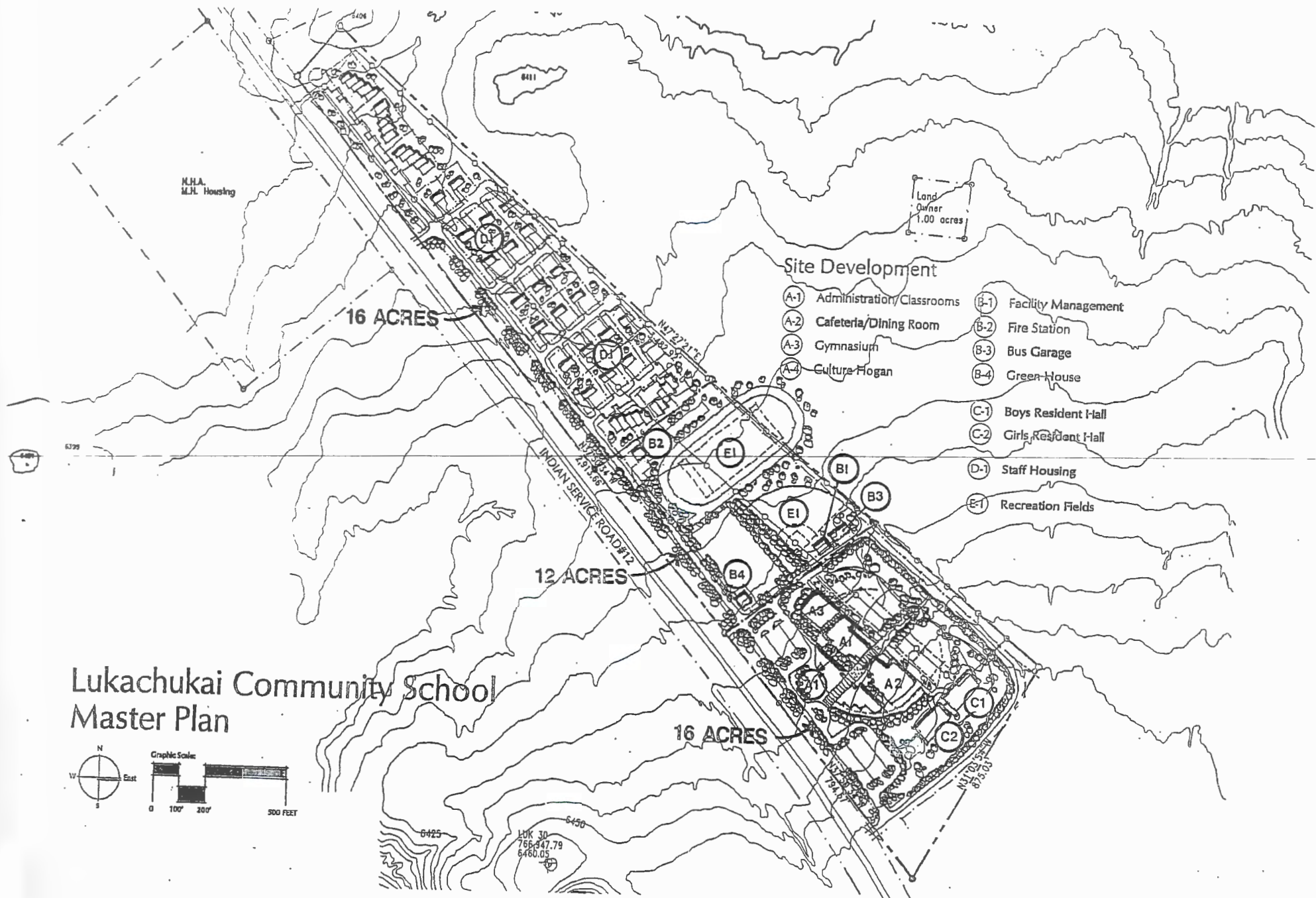
#### CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Education Committee of the Navajo Nation Council at a duly called meeting at Window Rock, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 5 in favor, 1 opposed and 0 abstained, on this 3rd day of June, 1999.



Wallace Charley, Vice Chairperson  
Education Committee  
NAVAJO NATION COUNCIL

Motion: Harry Jackson  
Second: Dr. Samuel Billison



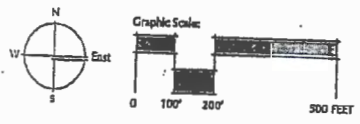
K.H.A.  
M.H. Housing

Land  
Owner  
1.00 acres

### Site Development

- (A-1) Administration/Classrooms
- (A-2) Cafeteria/Dining Room
- (A-3) Gymnasium
- (A-4) Culture Hogan
- (B-1) Facility Management
- (B-2) Fire Station
- (B-3) Bus Garage
- (B-4) Green House
- (C-1) Boys Resident Hall
- (C-2) Girls Resident Hall
- (D-1) Staff Housing
- (E-1) Recreation Fields

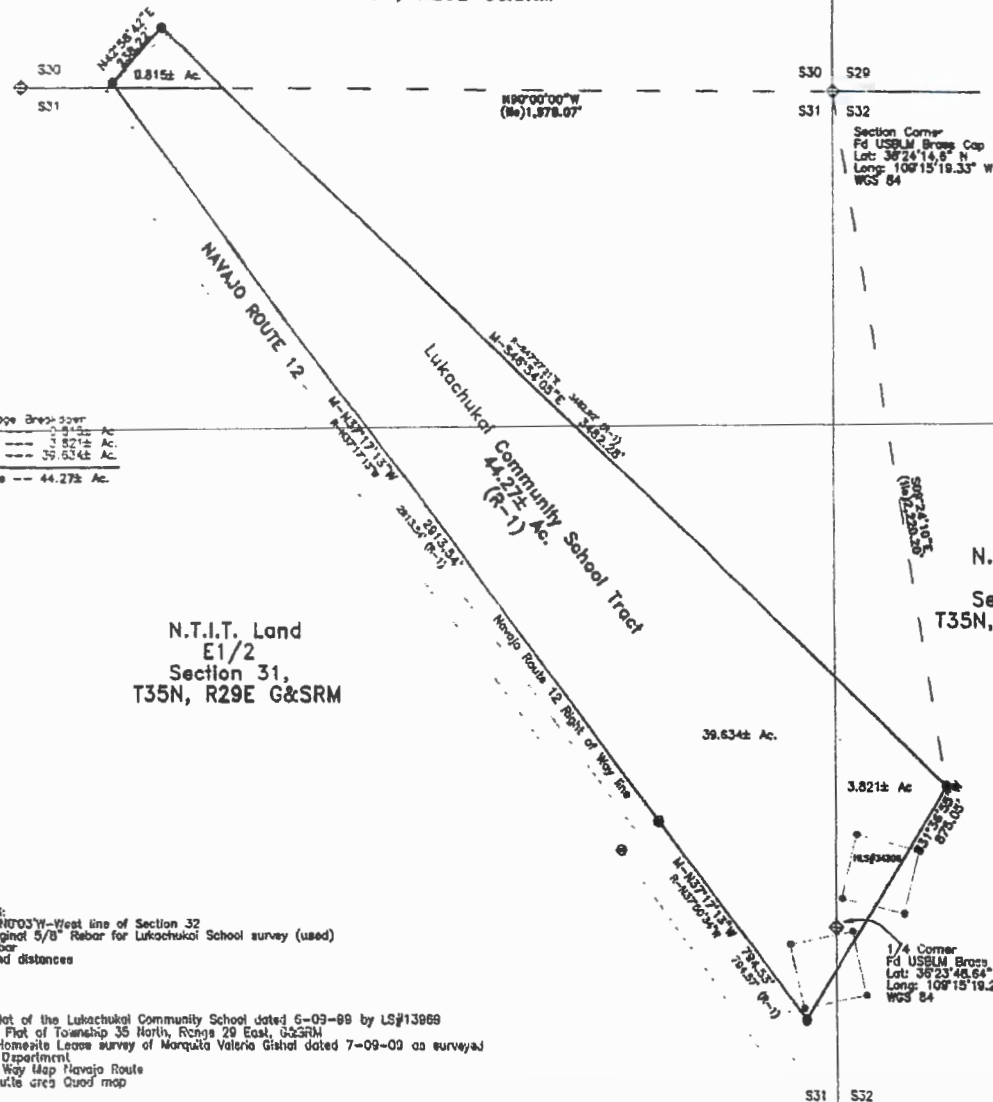
## Lukachukai Community School Master Plan



LUK 30  
766.447.79  
6460.05

A RECORD OF SURVEY OF A  
RESURVEY OF THE  
LUKACHUKAI COMMUNITY SCHOOL  
LOCATED IN THE  
LUKACHUKAI, APACHE COUNTY, ARIZONA

N.T.I.T. Land  
SW1/4  
Section 30,  
T35N, R29E G&SRM



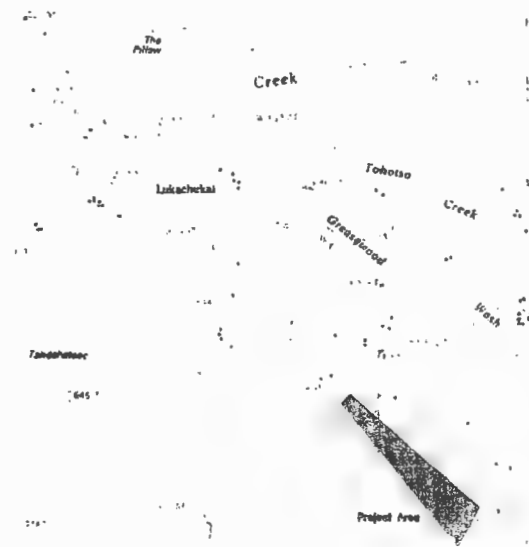
Section	Area
Section 30	0.815± Ac.
Section 31	3.821± Ac.
Section 32	39.634± Ac.
Total Area	44.27± Ac.

N.T.I.T. Land  
E1/2  
Section 31,  
T35N, R29E G&SRM

N.T.I.T. Land  
W1/2  
Section 32,  
T35N, R29E G&SRM

**SURVEYOR'S NOTES:**  
(R-1) A Survey Plot of the Lukachukai Community School dated 6-09-88 by LS#13868  
(R-2) A Township Plot of Township 35 North, Range 29 East, G&SRM  
(R-3) Part of a Homestead Lease survey of Marquita Valeria Gishol dated 7-09-02 as surveyed by Navajo Land Department  
(R-4) A Right of Way Map Navajo Route 12  
(R-5) B-L Aug Suite area Quad map

**REFERENCES USED:**  
(R-1) A Survey Plot of the Lukachukai Community School dated 6-09-88 by LS#13868  
(R-2) A Township Plot of Township 35 North, Range 29 East, G&SRM  
(R-3) Part of a Homestead Lease survey of Marquita Valeria Gishol dated 7-09-02 as surveyed by Navajo Land Department  
(R-4) A Right of Way Map Navajo Route 12  
(R-5) B-L Aug Suite area Quad map



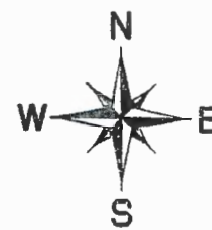
VICINITY MAP NOT TO SCALE

**Legal Description.**  
A tract of land located in the Southeast Quarter (SE1/4) of Section 31, the East One-half (E1/2) of Section 31 and in the West One-half (W1/2) of Section 32, Township 35 North, Range 29 East, G&SRM, Apache County, Arizona situated in the Lukachukai and being more particularly described as follows:

Commencing at the Point of Beginning being the Northeast corner of said parcel a point which bears South 09°24'10\"/>

I, Henry Thomas, Arizona Registered Surveyor, do hereby certify that this Plat was prepared from actual ground survey performed by me or under my direct supervision, that I am responsible for this survey, that this survey is true and correct to the best of knowledge and belief, that this Plat and the field survey upon which it is based meet the Minimum Standards for Surveying in Arizona and also in accordance with the Navajo Area Real Estate Services Survey Requirement Policy.

Henry Thomas Az.P.L.S. Lic. No. 29894 Date



1"=300'

**RED VALLEY SURVEY**  
P.O. Box 2827, Shiprock, New Mexico 87409  
Ph. 505-320-0479

**A Boundary Resurvey of the  
LUKACHUKAI COMMUNITY SCHOOL  
Site Lease  
located in the  
SW1/4 of Sec. 30, E1/2 of Sec. 31 &  
W1/2 of Sec. 32, T35N, R29E G&SRM  
Lukachukai, Apache County, Arizona**

RVS411-68

Document No. 005455Date Issued: 02/09/2016DIVISION OF  
NATURAL RESOURCES  
MAY 16**EXECUTIVE OFFICIAL REVIEW**Title of Document: Lukachukai Comm. School Lease Contact Name: DRAPER, HOWARDProgram/Division: DIVISION OF NATURAL RESOURCESEmail: howarddraper@frontiernet.net Phone Number: 928/871-6447

<input type="checkbox"/>	<b>Business Site Lease</b>			<b>Sufficient</b>	<b>Insufficient</b>
	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"/>
 	<b>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</b>				
	1. Division:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
 	<b>Fund Management Plan, Expenditure Plans, Carry Over Requests, Budget Modifications</b>				
	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"/>
 	<b>Navajo Housing Authority Request for Release of Funds</b>				
	1. NNEPA:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
 	<b>Lease Purchase Agreements</b>				
	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"/>
 	<b>Grant Applications</b>				
	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"/>
 	<b>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</b>				
	1. Division:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
 	<b>Relinquishment of Navajo Membership</b>				
	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 *subject to changes in 4/5/16* Date: 4/14/16 ☒ ☐
2. F&W *4/15/16* Date: 4/15/16 ☒ ☐
3. HPD *4/18/16* Date: 4/18/16 ☒ ☐
4. Minerals *subject to changes in 4/5/16* Date: 4/20/16 ☒ ☐
5. NNEPA *incomplete EA - DNL* Date: 4/26/16 ☒ ☐
6. DNR *5/11/16* Date: 5/11/16 ☒ ☐
7. DOJ *5/12/16* Date: 5/12/16 ☒ ☐

☐ 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: \_\_\_\_\_ ☐ ☐

☐ OTHER:

1. \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐
2. \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐
3. \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐
4. \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐
5. \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐



# NAVAJO NATION DEPARTMENT OF JUSTICE

## DOCUMENT REVIEW REQUEST FORM

☐ RESUBMITTAL



DOJ	
05-11-16	305pm
DATE / TIME	
<input type="checkbox"/> 7 Day Deadline	
DOC #:	005455
SAS #:	
UNIT:	NPR

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

CLIENT TO COMPLETE			
DATE OF REQUEST: May 10, 2016		ENTITY/DIVISION: DNR	
CONTACT NAME: Kuyla Bin / Howard Draper		DEPARTMENT: Navajo Land Dept.	
PHONE NUMBER: X10447		E-MAIL:	
TITLE OF DOCUMENT: Approving Lukachukai Community School Lease.			
DOJ SECRETARY TO COMPLETE			
DATE/TIME IN UNIT: 5.11.16 3:20pm		REVIEWING ATTORNEY/ADVOCATE: Veronica 5.20.16	
DATE/TIME OUT OF UNIT: 5.12.16 3:30pm R			
DOJ ATTORNEY / ADVOCATE COMMENTS			
legally sufficient			
REVIEWED BY: (PRINT)	DATE / TIME	SURNAMED BY: (PRINT)	DATE / TIME
		Veronica Black	5/12-16 1:47pm
DOJ Secretary Called: Howard Draper for Document Pick Up on 5.12.16 at 2pm By: R			
PICKED UP BY: (PRINT)	DATE / TIME:		

NNDJ/DRRF-July 2013

COMPLETED