



State of Utah

SPENCER J. COX  
Governor

DEIDRE M. HENDERSON  
Lt. Governor

MARLO M. OAKS  
Board Chair

# Utah Navajo Trust Fund



MELVIN CAPITAN, JR.  
Dine' Advisory Committee Chair

TONY DAYISH  
UNTF Administrator

## UNTF Dineh Advisory Committee & Board of Trustees Combined Meeting

Friday, October 11, 2024 2:30 pm - 5:30 pm

Hybrid Meeting: In-Person & Teleconference Meeting

Base Location: UNTF Conference Room, 151 East 500 North, Blanding, UT 84511

Teleconference Meeting: Google Meet

[meet.google.com/zsp-xcnw-qus](https://meet.google.com/zsp-xcnw-qus)

Or Join by Phone 1+(401) 903-3579 PIN 390 721 201#

## MEETING AGENDA

### A. CALL MEETING TO ORDER Melvin Capitan, Jr., Chair

#### 1 Roll Call:

- \_\_\_ Melvin Capitan, Jr., Chair, Aneth
- \_\_\_ Aretta Begay, Vice-Chair, Teecnospos
- \_\_\_ Rebecca Benally, Secretary, Red Mesa
- \_\_\_ Jamie Harvey, Aneth
- \_\_\_ Anna Mae Jim, NaatsisAan
- \_\_\_ Stanley Nez, Blue Mtn Dineh Comm.

### A. CALL MEETING TO ORDER Marlo M. Oaks, Chair

#### 1 Roll Call:

- \_\_\_ Marlo M. Oaks, Chair, State Treasurer
- \_\_\_ Van Christensen, Board Member, State Finance Division Director
- \_\_\_ Evan Curtis, Board Member, Governor's Office of Planning & Budget

#### 2 Recognition of Guests and Staff

### B. REVIEW AND APPROVAL OF MINUTES

#### 1 Friday July 26, 2024 Combined DAC & BOT Meeting

DAC & BOT Members Pg. 4

### C. NEW BUSINESS

- |   |          |                 |  |                  |              |        |
|---|----------|-----------------|--|------------------|--------------|--------|
| 1 | Aneth    | New house       | Herbert & Elsie Keams                        | Chapter Projects | \$ 25,000.00 | Pg. 6  |
|   |          | 700 Sq.Ft.      | House to be Built by Design Build Utah (DBU) |                  |              |        |
| 2 | Oljato   | New House 28x44 | Nelson, Roger & Evelyn                       | Chapter Projects | \$ 73,437.98 | Pg. 35 |
| 3 | Oljato   | New House 28x44 | Atene, Avery                                 | Chapter Projects | \$ 83,512.24 | Pg. 52 |
| 4 | Oljato   | New House 28x44 | Shorty, Francine Begay                       | Chapter Projects | \$ 73,173.69 | Pg. 67 |
| 5 | Red Mesa | Addition 12x12  | Kenneth & Colleen Slim                       | Chapter Projects | \$ 18,592.17 | Pg. 81 |
| 6 | Red Mesa | WC Ramp/Renov   | James (Armeda) Benally                       | Chapter Projects | \$ 3,000.00  | Pg. 93 |

- 7 Aneth Re-Program \$250,000 from UNTF Grant #183 to Mont. Creek Multi-Purpose Building Project
- 8 Create Rule on Purchase of Vehicles for Chapters

Big Projects No New Funding  
Tony Dayish Pg. 111

#### D. REPORTS

- 1 DAC Member Reports
- 1 Board Member Reports
- 2 Financial Report
- 3 Education Report
- 4 Project Manager Report
- 5 Housing Report
- 6 Administrator's Report

DAC Members  
UNTF Board Members  
Maury Bergman Pg. 112  
Dorothy Phillips Pg. 119  
John Nakai Pg. 124  
Tony Dayish Pg. 128  
Tony Dayish Pg. 134

#### E. DAC MEMBERS ISSUES, CONCERNS, & RECOMMENDATIONS

#### E. BOARD MEMBERS ISSUES, CONCERNS, & RECOMMENDATIONS

DAC Members  
Board Members

#### F. NEXT MEETING

- 1 DAC & BOT Combined Meeting: December 13, 2024, 2:00 pm - 5:00 pm

#### G. ADJOURNMENT

- 1 DAC
- 1 BOT

# UTAH NAVAJO TRUST FUND and NAVAJO REVITALIZATION FUND

## 2024 Board Meeting Calendar

**Note: This meeting schedule calendar is subject to change.**

Please subscribe to Utah Public Meetings Website for latest changes <https://www.utah.gov/pmn/>

NRF Board Meetings		
2024		
Deadline	Meeting Date & Place	
	Jan	no meeting
	Feb	no meeting
Deadline Mar 13	Wed. Mar 27	11:00 AM Blanding GSB In-Person & Telecon
	April	no meeting
	May	no meeting
Deadline May 30	Thursday June 13	11:00 AM Blanding GSB In-Person & Telecon
	July	no meeting
	Aug	no meeting
	Sep	no meeting
Deadline 27-Sep	Friday Oct 11	11:00 AM Blanding GSB In-Person & Telecon
Deadline Nov 08	Friday Nov 22	11:00 AM Mexican Water In-Person & Telecon
	Dec	TBD

This schedule as of **10-Oct-24**

Email NRF Proposals on or  
before the deadline date to:  
Paul Moberly [moberpaul@utah.gov](mailto:moberpaul@utah.gov)  
1385 S. State, Salt Lake City, 84115  
phone (607) 339-8259

Dine' Advisory Committee		
2024		
Deadline	Meeting Date & Place	
Deadline Dec. 22 2023	Meeting Jan. 05	Location Blanding GSB w-Telecon
	Feb - no mtg	
Deadline Feb. 23	Meeting March 08	Location Teechnospos w-Telecon
	April - no mtg	
	May - no mtg	
Deadline May 03	Meeting June 11	Location Blanding GSB
Deadline July 12	Meeting July 26	Location Blanding GSB w-Telecon
	August - no mtg	
	September - no mtg	
Deadline Sep 27	Meeting Oct 11	Location Blanding GSB w-Telecon
	November - no mtg	
Deadline Nov 27	Meeting Dec. 13	Location Blanding GSB w-Telecon

supersedes any previous schedules. Please dispose of any previous schedules

Email UNTF Proposals on or  
before the deadline date to:  
Tony Dayish, Administrator [tdayish@utah.gov](mailto:tdayish@utah.gov)  
151 East 500 North Blanding, UT 84511  
phone (435) 678-1460

Board of Trustees	
2024	
Meeting Date & Place	
Jan. 19	Telecon
Feb - no mtg	
March 22	Teleconference
April - no mtg	
May - no mtg	
Combined Meeting	
June 11	Teleconference & Blanding GSB
Combined Meeting	
July 26	Teleconference & Blanding GSB
August - no mtg	
September - no mtg	
Combined Meeting	
Oct 11 2:30 PM	Teleconference & Blanding GSB
November - no mtg	
Combined Meeting	
Dec.13	Teleconference & Blanding GSB

Board of Trustees proposals  
are entertained by the  
Dine' Advisory Committee first

**MINUTES OF THE  
UNTF DINEH ADVISORY COMMITTEE AND BOARD OF TRUSTEES  
COMBINED MEETING**

UNTF Dineh Advisory Committee and Board of Trustees Combined Meeting  
Friday, July 26, 2024 (2:00 pm – 5:00 pm)  
Hybrid Meeting: In-Person & Teleconference Meeting  
Base Location: UNTF Conference Room, 151 East 500 North, Blanding, UT 84511  
Teleconference Meeting: Google Meet  
[meet.google.com/kwt-aivk-mzr](https://meet.google.com/kwt-aivk-mzr)  
Or Join by Phone 1+(781)514-9219 PIN 128 687 217#

**MEETING AGENDA**

- A. **CALL MEETING TO ORDER:** Melvin Capitan, Jr., Chair, called the meeting to order at 2:24 p.m. Five committee members were in attendance, which constituted a quorum.

1. Roll Call:

X	Melvin Capitan Jr.	Chair, Aneth
X	Aretta Begay	Vice-Chair, Teecnospos
	Rebecca Benally	Secretary, Red Mesa
X	Jaime Harvey	Aneth
X	Anna Mae Jim	NaatsisAan
X	Stanley Nez	Blue Mtn Dineh Comm.

- A. **CALL MEETING TO ORDER:** Marlo M. Oaks, Chair, called the meeting to order at 2:09 p.m. All three board members were in attendance, which constituted a quorum.

1. Roll Call:

X	Marlo Oaks, Chair	State Treasurer
X	Van Christensen	State Finance Division Director
X	Evan, Curtis	Governor's Office of Planning & Budget

2. Recognition of Guests & Staff

1. Tony Dayish, UNTF Administrator
2. Chris Pieper, General Counsel, Office of the Attorney General
3. Maury Bergman, UNTF Finance Manager
4. Dorothy Phillips, UNTF Education Specialist
5. Janice Bitsole, UNTF Projects Specialist
6. Rose Dandy, UNTF Projects Specialist
7. John Nakai, UNTF Project Manager
8. Jamle Little, UNTF Accounting Technician
9. Nikisha Black, UNTF Office Technician
10. Herman Farley, Red Mesa Chapter President
11. Jaylene Deschene, Housing Applicant from Red Mesa

B. **REVIEW AND APPROVAL OF MINUTES**

1. Tuesday, June 11, 2024 11:00am – 2:00pm

DAC & BOT Members Pg.4



Van Christensen motioned to approve the June 11, 2024 meeting minutes as presented. Evan Curtis seconded the motion and all members voted in favor of the motion, none opposed. Vote: 3-0-0.

Aretta Begay motioned to approve the June 11, 2024 Meeting Minutes as presented. Anna Mae Jim seconded the motion and all DAC members voted in favor of the motion, none opposed. Vote: 5-0-0.

### C. NEW BUSINESS

- |    |        |                 |  |                  |              |
|----|--------|-----------------|--|------------------|--------------|
| 1. | NavMtn | New House 28x44 | Teddy Bitsinnie & Pearlinda Folgheraiter | Chapter Projects | \$30,000.00  |
| 2. | NavMtn | New House 28x44 | Teddy Bitsinnie & Pearlinda Folgheraiter | Veterans         | \$60,000.00  |
| 3. | NavMtn | New House 28x44 | Loretta King & Gordon Warren             | Chapter Projects | \$109,360.00 |

The Natsis'Aan Chapter requests funds to construct two new houses: \$60,000 is from the Veteran's Housing Fund and \$30,000 from the Chapter Projects allocation for Teddy Bitsinnie (Veteran) & Pearlinda Folgheraiter and \$109,360 from the Chapter Projects allocation for Loretta King & Gordon Warren. Match funding from NRF will be requested at the next NRF board meeting: \$40,000 for Teddy Bitsinnie and \$20,540 for Loretta King. All documentation is in order and the UNTF staff recommends approval.

Anna Mae Jim motioned to approve \$60,000.00 for Teddy Bitsinnie & Pearlinda Folgheraiter from the Veteran's funding and \$30,000.00 from Chapter Projects as presented. She also motioned to approve \$109,360 from Chapter Projects for Loretta King & Gordon Warren. Jamie Harvey seconded the motion and all DAC members voted in favor of the motion, none opposed. Vote: 5-0-0

Evan Curtis motioned to approve \$60,000.00 for Teddy Bitsinnie & Pearlinda Folgheraiter from the UNTF Veteran's Housing fund and \$30,000.00 from Chapter Projects as presented. He also motioned to approve \$109,360 from Chapter Projects for Loretta King & Gordon Warren as presented. Van Christensen seconded the motion and all board members voted in favor, none opposed. Vote: 3-0-0.

- |    |         |                      |                   |                  |            |
|----|---------|----------------------|-------------------|------------------|------------|
| 4. | Mex Wtr | Arch Ctr & Survey    | Erica Begaye      | Chapter Projects | \$1,165.00 |
| 5. | Mex Wtr | Arch Ctr & Powerline | Marilyn Mustache  | Chapter Projects | \$5,504.78 |
| 6. | Mex Wtr | Renovation           | Sharlene Redhorse | Chapter Projects | \$3,652.86 |

The Mexican Water Chapter requests funding for three projects from their Chapter Projects allocation: \$1,165 for Erica Begaye for homesite lease clearances, \$5,504.78 for Marilyn Mustache for homesite lease clearances and a powerline extension, and \$3,652.86 for Sharlene Redhorse for her house renovation project. All documentation is in order and the UNTF staff recommends approval.

Jamie Harvey motioned to approve items 4-6 on the agenda for the Mexican Water Chapter as presented. Stanley Nez seconded the motioned and all DAC members voted in favor of the motion, none opposed. Vote: 5-0-0.

Evan Curtis motioned to approve items 4-6 on the agenda for the Mexican Water Chapter as presented. Van Christensen seconded the motion and all board members voted in favor, none opposed. Vote: 3-0-0.

- |    |          |                 |                            |                  |             |
|----|----------|-----------------|----------------------------|------------------|-------------|
| 4. | Red Mesa | New House 28x44 | Raymond & Jaylene Deschene | Chapter Projects | \$75,000.00 |
|----|----------|-----------------|----------------------------|------------------|-------------|

The Red Mesa Chapter requests \$75,000 for materials from Chapter Projects to construct a new house for Raymond & Jaylene Deschene and the labor will be provided by the Deschene's relatives, one is a building contractor and the other is an electrician, both of whom will not charge for their services. The family's house burned down last year and they are in desperate need to have their house rebuilt. All documentation is in order and the UNTF staff recommends approval. The applicant, Jaylene Deschene, addressed the committee and board members and explained the damages from the fire, being homeless, losing their possessions, and their dire need for a new house.

Stanley Nez motioned to approve \$75,000 for the Deschene family as presented. Jamie Harvey seconded the motion and all DAC members voted in favor of the motion, none opposed. Vote: 5-0-0

Evan Curtis motioned to approve \$75,000 for the Deschene as presented. Van Christensen seconded the motion and all board members voted in favor, none opposed, Vote: 3-0-0.

Herman Farley, Red Mesa Chapter President, thanked the committee and the board for their approval for the Deschene family and acknowledged how important it was to help this family in their time of need.

## 8. UNTF FY-25 Annual Budget Deficit Payment Plan

Maury Bergman reported that the FY-2025 UNTF Annual Expense budget was approved with a condition "that the deficit in the budget be noted in the minutes with a solution identified", because the planned expenses exceeded the planned revenues. To meet the goal of a balanced budget, the administrative staff amended and re-presented the budget for approval. The Chapter Projects line item was amended to the new amount of \$1,071,865 (a decrease of \$328,135), Big Projects \$182,776 (a decrease of \$567,224) and Veteran's Housing, \$300,000 (a decrease of \$20,000). These amendments now balance the budget for FY-2025 at \$4,401,641.

Jamie Harvey motioned to approve the amended budget as presented. Anna Mae Jim seconded the motioned and all DAC members voted in favor of the motion, none opposed. Vote: 5-0-0

Van Christensen motioned to approve the amended budget as presented. Evan Curtis seconded the motion and all board members voted in favor, none opposed, Vote: 3-0-0.

## D. REPORTS

### 1. DAC Member Reports

#### DAC Members

Melvin Capitan Jr. reported that the Aneth Solid Waste Transfer Station is open again and functioning well and it has been a valuable service to the residents. The Station was closed for a while but it now operating again. Also, the Recreation Center in Montezuma Creek is moving forward and the Chapter is currently waiting for bids from building contractors. Finally, the 24-Acre Land Development is making progress to get a number of new buildings done.

Jamie Harvey reported on three items:

- (1) Fire Department. He said that San Juan County met with the Navajo Nation Fire Dept to possibly have the Nation take over the fire department operations in Monument Valley and Montezuma Creek. He said that August 27, 2024 is the next day that they will be meeting again regarding this issue.
- (2) Road Maintenance. He also announced that San Juan County met with the Navajo Nation Dept of Transportation in Tse Bonito, NM (Window Rock area) on July 29, 2024 to discuss a plan that would enable the county to provide dirt road services again in the same manner as before. Currently, NNDOT only pays the county to grade two gravel/dirt roads per Chapter and they can only grade the roads and not make any improvements such as adding more gravel or repairing the roads. He said they only push the dirt around.
- (3) Cross Deputization. And the third item was a meeting was held with the NN-Council Law & Order Committee to cross deputize San Juan Sheriff's office to provide police services on the Utah Navajo reservation but what is needed is to find an underwriter that will provide third-party insurance to cover each police department when they provide their services when they out of their normal jurisdictional areas. He said they requested the NN and Law & Order Committee for funding and to have them find a suitable insurance carrier that would provide the third-party insurance.

### 2. Financial Report

Maury Bergman Pg.102

Maury Bergman reported on the financial position of UNTF as of June 30, 2024. The Current Assets are at \$90,024,845, Cash and Investments are \$83,998,549. The income revenue was \$1,244,014 and the Project expenses were \$201,937 and the College Financial Aid expenses was \$14,299.

### 3. Education Report

Dorothy Phillips Pg.107

Dorothy Phillips reported that 22 students were assisted with college financial aid for the summer semester for a total amount of \$55,286.

### 4. Project Manager Report

John Nakai Pg.109

John Nakai highlighted several items listed in his Project Manager's Report in the packet.

### 5. Housing Report

Frank Warren Pg.111

### 6. Administrator's Report

Tony Dayish Pg.118

Tony Dayish reported on the current houses being constructed that was listed in the packet and on all the items in his administration report. Chair Melvin Capitan, Jr. has requested for specific information on houses completed per year and the Housing Report contained information that there was a total of 60 housing projects that were completed from 2018 to 2024 that averages out to a 10 completions per year.

### E. DAC MEMBER ISSUES, CONCERNS, & RECCOMENDATIONS

DAC Members

### UNTF BOARD MEMBERS ISSUES, CONCERNS, & RECCOMENDATIONS

Board Members

None Noted

### F. NEXT MEETING

The next DAC and Board Meeting is on a "To Be Determined" basis. UNTF staff will check with committee and board members on availability.

### G. DAC MEMBER DESIGNATED TO ATTEND NEXT BOARD MEETING

1. Next Board Meeting: To Be Determined

### H. ADJOURNMENT

Dine' Advisory Committee

Jaime Harvey motioned to adjourn the DAC meeting at 3:37 p.m.

UNTF Board of Trustees

Evan Curtis motioned to adjourn the board meeting at 3:37 p.m. Van Christensen seconded the motion and all board members voted in favor, none opposed, Vote: 3-0.

## 1. Sponsoring Organization

- a. Name of Organization **Aneth Chapter**  
 b. Mailing Address **P.O. Box 430**  
 City, State, Zip **Montezuma Creek, UT 84534**  
 c. Contact Person **Yolanda Oliver**  
 d. Telephone Number **(435)-651-3564**  
 e. Telefax Number **(435)-651-3560**  
 f. E-mail Address [anethofficespecialist@gmail.com](mailto:anethofficespecialist@gmail.com)

## 2. Type of Housing Assistance

- ☒ Complete New House  
☐ Completion of Incomplete House  
☐ Addition Size: **700 Sq Ft**  
☐ House Renovation ☐ Handicapped  
☐ Trailer Renovation ☐ Weatherization  
 Complement  
☒ Plumbing ☒ Housewiring  
☒ Cabinets ☒ Roofing

3. Client(s) Name(s) Herbert & Elsie Keams P;(970)-560-8238/7383

## 4. Project Schedule

- a. Planned Start Date **9/2/2024**  
 b. Anticipated End Date **12/31/2026**

Is this project in Utah? (circle) **(YES)** NO If no, attach justification

## 5. Project Construction Cost:

a. Clearances (Arch Ctr, EA).....	\$ 450.00
b. Architectural Floorplans .....	\$ 0.00
c. Site work/Utilities .....	\$
d. Materials .....	\$
e. Labor <i>To be built by</i> .....	\$
f. Other <i>Design Build Utah</i> .....	\$ 54,000.00
<b>TOTALS</b>	<b>\$ 54,450.00</b>

## 6. Match Funding Sources:

UNTF Percent

**46** %

a. UNTF FY -	\$ 25,000.00
b. NRF FY -	\$ 29,450.00
c. ....	\$
d. ....	\$
e. ....	\$
f. ....	\$

these totals must match up

\$ 54,450.00

## 7. Signed Chapter Resolution

☒ Attached

## 8. Scope of Work (attach a description answering the following or attach documents)

- a. Brief description of project  
 b. Plan to Execute Project (describe how this project will be completed: contractor built, chapter crew, self-help).  
 c. Status of Homesite Lease, Legal Survey, and Archaeological Clearance  
 d. Floorplan with measurements of building and rooms  
 e. Listing of eligible Utah Navajo families that will benefit from this project  
 f. Utility Arrangements: how will project be provided with utilities (type, distance, cost, schedule)  
 g. If joint project, identify other organizations or agencies involved with this project

## FOR UNTF OFFICIAL USE ONLY

- ☒ Signed Chapter Resolution **AC JUL-24-068**  
☒ At Least 2 Bids/other cost info **Design Build Utah**  
☒ Matching Sources **UNTF + NRF**  
☒ Contract or Labor schedule **by Design Build Utah**  
☒ Scope of Work  
☒ Homesite Lease, **Plat, Arch Survey, Bio Clearance. \$450 for A/C**  
☒ Floorplan  
☒ List of Eligible Recipients  
☒ Utility Arrangements **Available on-site**

Date rec'd at UNTF Office **5/8/24**Reviewed by 

Date recommended by DAC \_\_\_\_\_

Date approved by BOT \_\_\_\_\_

Date approved by NRF \_\_\_\_\_

Project No. Assigned \_\_\_\_\_



**a. Brief (concise) Description of the Project**

*Building a complete new house for Herbert & Elsie Keams.*

**b. Plan to Execute Project (describes how this project will be completed: contractor built, chapter crew, self-help).**

*Demo of old house and disposing of old house debris, before we get started with building the complete new home. This home will be contractor built and material purchased by the contractor Design Build Utah @ Bluff P: (801)-585-5354. DBUB shall furnish labor, materials, equipment, supervision and waste management to construct a new and complete home. After the completion of demo, removal of old house debris. Step 1. Excavating the homesite and Pouring of the concrete Step 2. Framing the skeletal structure of the home, roofing structure and covering Step 3. Laying down the pipe and plumbing installation Step 4. Installing of the electrical wiring, adding installation and installing drywall Step 5. Exterior finishing of the sides, trims, and landscaping. Step 6. Inspections of the standards met codes and walkthrough.*

**c. If this project is Not located in Utah, attach justification including Utah proportionate share analysis**

*This project is within the limits of Utah.*

**d. Status of Land Survey, and Archaeological Clearance/ Environmental Assessment, and other Clearances/Permits**

*The Keams family has all approved documents for Homesite Lease, Bio Clearance and Cultural Resource Inventory. Will attached to the file.*

**e. Floorplan with Measurements of Building and Rooms**

*700 Sq Ft with 1 bedroom and 1 bath.*

**f. Listing of eligible Utah Navajo families that will benefit from this project**

*Herbert and Elsie Keams.*

**g. If joint project, identify other organizations or agencies involved with this project**

*The electric power, water, and sewer will be disconnected from the existing old house after the new house is connected with these utilities.*

*The existing old house will no longer be eligible for future renovation or remodel requests.*

*The existing old house structure can only be used for storage.*

*The existing old house structure cannot be used by other family members to live in or make future renovation or remodel requests.*

*At the time of near completion, the family will contact NTUA to make utility hook up arrangements and contact the Indian Health Services-Office of Environmental Health & Engineering (IHS-OEHE) to make septic tank/leach field service arrangements.*

**h. Utility Arrangements: how will project be provided with utilities (type, distance, cost, schedule)**

*The project is going to be a matched project from UNTF and the NRF. Other organizations involved in the project include's Aneth Chapter, and Design Build Utah Bluff University of Utah of Architecture.*

**THE ANETH CHAPTER**  
**ANETH, (NAVAJO NATION) UTAH**



**WESLEY JONES PRESIDENT**  
**ELMERSON PHILLIPS VICE PRESIDENT**  
**BRENDA BROWN SECRETARY/TREASURER**

July 2, 2024

Herbert & Elsie Keams

Dear Mr. and Mrs. Keams:

Due to Navajo Nation laws that there can only be one house structure on a Homesite Lease that is used as living quarters for the family, the existing old house structure can remain intact on site with the following conditions:

- I. Design Build Utah (DBU) is willing to build a new two-bedroom house that is about 800 square feet using graduate students from the University of Utah's School of Architecture with oversight and tutelage from university faculty, licensed architects, local practitioners, and designers.
- II. The Aneth Chapter has approved Herbert & Elsie Keams to be the recipient of this house project and the Chapter has approved its Chapter Projects funding from the State of Utah-Navajo Trust Fund and State of Utah-Navajo Revitalization Fund for this project.
- III. The electric power, water, and sewer will be disconnected from the existing old house after the new house is connected with these utilities.
- IV. The existing old house will no longer be eligible for future renovation or remodel requests.
- V. The existing old house structure can only be used for storage.
- VI. The existing old house structure cannot be used by other family members to live in or make future renovation or remodel requests.
- VII. At the time of near completion, the family will contact NTUA to make utility hook up arrangements and contact the Indian Health Services-Office of Environmental Health & Engineering (IHS-OEHE) to make septic tank/leach field service arrangements.

  
Elmerson Phillips, Chapter Vice President

  
Herbert Keams

  
Elsie Keams

**THE ANETH CHAPTER**  
ANETH, (NAVAJO NATION) UTAH



WESLEY JONES PRESIDENT  
ELMERSON PHILLIPS VICE PRESIDENT  
BRENDA BROWN SECRETARY/TREASURER

**RESOLUTION OF  
THE ANETH CHAPTER**

ACJUL-24-068

**ANETH CHAPTER REQUESTING NAVAJO REVITALIZATION BOARD TO APPROVE THE AMOUNT OF \$29,450.00, AND REQUESTING UTAH NAVAJO TRUST FUND DINE ADVISORY COMMITTEE AND BOARD OF TRUSTEE TO APPROVE \$25,000.00, FOR A TOTAL \$54,450.00, OF ANETH CHAPTER FUND ALLOCATIONS TO CONTRACT DESIGN BLUFF BUILDING ORGANIZATION IN COLLABORATION WITH UNIVERSITY OF UTAH ARCHITECT PROGRAM STUDENTS PROJECT FOR A NEW COMPLETE HOME FOR HERBERT AND ELSIE KEAMS OF ANETH, UTAH.**

**WHEREAS:**

1. Pursuant to Navajo Tribal Council Resolution No. CMY-23-79, the Aneth Chapter is duly certified and recognized as an official local unit of the Navajo Nation Government with all duties, responsibilities, and authorities conferred according to 26 N.N.C. § 1 et seq. and has the power and authority to enact plans and development goals that are in the best interest of the community and to recommend, support, and approve community related projects; and
2. Aneth Chapter receives a fiscal year allocation from the Utah Navajo Trust Funds (UNTF) and the Navajo Revitalization Funds (NRF) for various chapter projects; and
3. Aneth Chapter requesting the Navajo Revitalization Funds to approve \$29,450.00, and also requesting the Utah Navajo Trust Funds (UNTF) Advisory Committee and the Board of Trustee to approve \$25,000.00, to total \$54,450.00, of the Aneth Chapter allocations to contract Design Build Bluff organization in partnership with University of Utah Architect Program students to construct a new complete house for Herbert and Elsie Keams, Utah; and
4. Aneth Chapter administration staff will ensure all pertinent documents are in place as set forth by the administration rules of the Utah Navajo Trust Fund Administration Office; and
5. The Aneth Chapter accepts and approves this request, which was presented to the chapter membership during the monthly Aneth Chapter regular meeting at which a legal quorum was present.

(11)



**NOW, THEREFORE, BE IT RESOLVED THAT:**

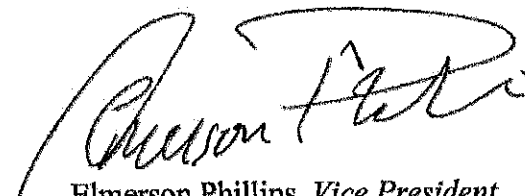
1. Aneth Chapter hereby accepting to request of the Navajo Revitalization Fund Board to approve \$29,450.00, and also requesting the Utah Navajo Trust Funds (UNTF) Advisory Committee and the Board of Trustee to approve \$25,000.00, of the Aneth Chapter fund allocations to total \$54,450.00, to contract Design Build Bluff organization in partnership with University of Utah Architect Program students to construct a new complete house for Herbert and Elsie Keams of Aneth , Utah.

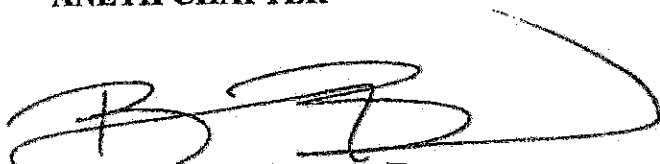
**CERTIFICATION**

We hereby certify that the foregoing resolution was duly considered by the Aneth Chapter Membership at a duly called meeting at which a quorum was present and that same passed by a vote of 15 in favor, and 0 opposed and 2 abstained on this 19th day of July, 2024.

Motioned by: Geneieve Chee  
Seconded by: Ernest Johnson

  
Wesley Jones, President  
**ANETH CHAPTER**

  
Elmerson Phillips, Vice President  
**ANETH CHAPTER**

  
Brenda Brown, Secretary/Treasurer  
**ANETH CHAPTER**



# THE NAVAJO NATION

FORM NN200RL

April, 2017

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

## HOMESITE LEASE (Tribal Member Only) (Trust or Restricted Land Only)

THIS LEASE is made and entered into by and between THE NAVAJO NATION, P.O. Box 9000, Window Rock, Navajo Nation (Arizona) 86515,

("Lessor"), and Herbert Keams, C# \_\_\_\_\_

and Elsie Keams, C# \_\_\_\_\_

whose address is \_\_\_\_\_

("Lessee") in accordance with 2 N.N.C. §§ 501 (B) (2) and (3), 16 N.N.C. § 2301, and Resolution No. RDCO-74-16 of the Resources Committee of the Navajo Nation Council, the provisions of 25 U.S.C. § 415 (e) as implemented by the regulations contained in 25 C.F.R. Part 162, the Navajo Nation General Leasing Act regulations, the Navajo Nation Homesite Policies and Procedures regulations, and all amendments or successors thereto, which by this reference are made a part hereof. In the event this Lease is held by two or more persons, it shall be held in the following tenure:

Joint Tenancy with Right of Survivorship

### WITNESSETH:

#### 1. DEFINITIONS.

(A). "Approved Encumbrance" means an encumbrance approved in writing by the Lessor.

(B). "Encumbrancer" means the owner and holder of an Approved Encumbrance, or either of them.

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 Aneth Chapter of the Navajo Nation, (County of San Juan, State of Utah) which is more particularly described in Exhibit " A " attached hereto and by this reference made a part hereof, containing approximately 1.01 acre(s), more or less, subject to any prior, valid existing rights-of-way. There is hereby reserved and accepted from the leased premises rights-of-way for utilities constructed by or on authority of Lessor.

#### 3. USE OF LEASED PREMISES.

(A). Lessee shall develop, use, and occupy the leased premises for residential purposes only and said premises shall not be used for any other purpose. Lessee may construct, improve, and maintain a dwelling and related structures on the leased premises and may otherwise develop, use, or occupy said premises for residential purposes only.

(B). Lessee agrees not to use or cause to be used any part of the leased premises for any unlawful conduct or purpose.

4. **TERM.** Lessee shall have and hold the leased premises for a term of beginning on October 30, 2020 and ending on October 08, 2050. This Lease may be renewed for an additional primary term by approval of the Navajo Land Department, provided that this Lease is in good standing at the time of application. Lessee shall give written notice of intent to renew this Lease to the Department Manager of the Navajo Land Department, or its successor agency or department, at least six (6) months, but no more than twelve (12) months, prior to the expiration date of this Lease. Renewal of

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 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 of any state.

**20. CONSENT TO JURISDICTION; COVENANT NOT TO CONTEST JURISDICTION.** Lessee hereby consents to the jurisdiction of the Navajo Nation, including its legislative, judicial, and regulatory jurisdiction, including but not limited to jurisdiction to levy fines and to enter judgments for compensatory and punitive damages and injunctive relief, in connection with all activities conducted by Lessee in the Navajo Nation or which have a proximate legal effect on persons or property within the Navajo Nation. 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 full 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.

**21. 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.

**22. SUCCESSORS AND ASSIGNS.** The terms and conditions contained herein shall extend to and be binding upon the successors, heirs, assigns, executors, administrators, 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, assigns, executors, administrators, and agents.

**23. SUPERSEDING LEASE INDENTURE.** As applicable through approved lease regulations, this indenture of lease replaces and supersedes any and all prior approvals made by the Bureau of Indian Affairs, U.S. Department of the Interior, for the lease premises described herein.

**24. NOTICES.** All notices, payments, and demands shall be in writing, and shall be sent to the parties hereto at the respective addresses herein recited or to such other addresses as the parties may hereafter designate in writing. Copies of all notices and demands shall be sent to the Navajo Land Department.

**25. EFFECTIVE DATE.** This Lease shall take effect on the date of approval of this Lease by the NAVAJO NATION:

APPROVED:

30 Oct. 2020  
Date

THE NAVAJO NATION, LESSOR

By:

Department Manager, Navajo Land Department

WITNESSES:

Puian Sam  
\_\_\_\_\_

LESSEE(S):

Herbert Keams  
LESSEE Signature

Herbert Keams

Print Name

Elsie Keams  
LESSEE Signature

Elsie Keams

Print Name

## HOMESITE LEASE MODIFICATION

It is hereby agreed by and between the NAVAJO NATION, Lessor,  
and Herbert Keams, C#           , and  
Elsie Keams, C#           , Lessee(s), that the  
Homesite Lease No.                                  dated 10/09/1985 entered  
into between the parties hereto, is hereby modified to provide:


**Modification of the first paragraph Updating Homesite Lease to the Navajo Nation  
200RL Lease and issuing a Lease number of 124097 to the new lease.**

**This modification does not change any of the terms and conditions, or stipulations except as specifically set forth herein. All other terms and conditions shall remain in force and effect.**

DATED this 09th day of March, 2020

**WITNESSES:**

Tonia M. Sam  
Tonia M. Sam


  
\_\_\_\_\_  
Lessee

Elsie Kearns  
Lessee

**THE NAVAJO NATION, Lessor**

Date: 30 Oct. 2000

THE NAVAJO NATION, Lessor

By:   
Department Manager, Navajo Land Department



**Cultural Resource Inventory**

**NAIHS Project NA-05-X87  
Shiprock Scattered Failed Drainfields  
San Juan County, New Mexico,  
San Juan County, Utah,  
and Apache County, Arizona**

Prepared by

Mary Errickson  
Complete Archaeological Service Associates  
P. O. Box 1777  
Cortez, Colorado 81321

**CASA 06-67**



Prepared for:

Shiprock OEHE  
P.O. Box 160  
Shiprock, New Mexico 87420

Submitted to

Adam Bjornstedt, Staff Engineer  
DSFC, OEHE, NAIHS  
P.O. Box 9020  
Window Rock, Arizona 86515

Permit

Navajo Nation Cultural Resource Investigation Permit B06318

June 7, 2006

(17)

RECEIVED  
5.7.11

### Abstract

Undertaking: Replacement of Wastewater Facilities at 55 Homesites  
Sponsor: NAIHS  
Contractor: Complete Archaeological Service Associates (CASA)  
Dates of Survey: May 2 - May 19, 2006  
Total Acreage Surveyed: 158.4 acres (64.1 ha)  
Potential Area of Effect: 158.4 acres (64.1 ha)  
Land Status: Tribal Trust  
Permit: NNCRIP B06318  
Cultural Resources: 3 previously recorded sites, NM-H-34-42, AZ-I-26-221, AZ-I-8-26, 3 new sites, NM-H-13-62, NM-H-32-102, and NM-H-33-71, 1 IO

A cultural resource inventory for replacement of wastewater facilities at 55 scattered homesites was performed at the request of Calvin Tsosie, Project Manager, Shiprock OEHE. The fieldwork was performed by Mary Errickson of Complete Archaeological Service Associates (CASA) between May 2-19, 2006. The project areas are located on Navajo Tribal Trust lands administered by the Shiprock, Hogback, Nenahnezad, Cudei, Upper Fruitland, Newcomb, Two Grey Hills, Sheep Springs, Sanostee, Red Valley, Cove, Beclabito, Teec Nos Pos, Red Mesa, and Aneth Chapters of the Shiprock Agency. The project was carried out under the provisions of Navajo Nation Cultural Resource Investigation Permit B06318, issued to CASA.

A total of 158.4 acres (64.1ha) was inventoried for the project within San Juan County, New Mexico, San Juan County, Utah, and Apache County, Arizona. A 200 foot radius was inventoried around 54 failed septic tanks and/or drainfields to accommodate replacement of the facilities. For one failed septic system, a 200 foot-radius was inventoried around a proposed lagoon location.

Three previously recorded sites, NM-H-34-42, AZ-I-26-221, AZ-I-8-26, 3 new sites, NM-H-13-62, NM-H-32-102, and NM-H-33-71, and one IO were identified during the project. All sites are considered significant and eligible for nomination to the NRHP under criterion d and for protection under ARPA. None of the sites merit protection under AIRFA. Cultural resource clearance and a determination of "No Historic Properties Affected" is recommended with stipulations for avoidance for NAIHS Project NA-05-X87 at the locations described in this report.

Table 1. Locational information, homesites and individual lagoon.

No.	Name	USGS Quad Map	12: Easting	Northing	1/4s	Sec	T	R	County/ST	Chapter
47.	Julia Yazzie	Teec Nos Pos, AZ- NM-UT-CO	668400	4088577	Unplatted		41N	30E	Apache, AZ	Teec Nos Pos
48.	open									
49.	open									
50.	Marilyn Holly	White Mesa Village, UT	651520	4119370	Unplatted		41S	24E	San Juan, UT	Red Mesa
51.	Franklin Warren	Gray Spot Rock, UT	636535	4097292	Unplatted		43S	22E	San Juan, UT	Red Mesa
52.	Darlene Dee	Toh Atin Mesa West, AZ-UT	638840	4089170	Unplatted		41N	27E	Apache, AZ	Red Mesa
53.	Lloyd Toney	White Mesa Village SE, UT	647180	4101300	Unplatted		43S	23E	San Juan, UT	Red Mesa
54.	Pamela Singer	Aneth, UT	663312	4122610	SW,SW,NE	10	41S	25E	San Juan, UT	Aneth
55.	Genevieve Johnson	Aneth, UT	662312	4119067	E,NE,SE	21	41S	25E	San Juan, UT	Aneth
56.	Allie Mark	Wickiup Canyon, UT-CO	668970	4134303	NW,SW,NW	5	40S	25E	San Juan, UT	Aneth
57.	Tracy Nalgot	Wickiup Canyon, UT-CO	668945	4134353	SW,NW,NW	5	40S	26E	San Juan, UT	Aneth
58.	Herbert Keams	Wickiup Canyon, UT-CO	669240	4134000	SW,SE,NW	5	40S	26E	San Juan, UT	Aneth
59.	Nicholas Tenario Lagoon	Wickiup Canyon, UT-CO	671603	4130998	NE,SW,NE	16	40S	26E	San Juan, UT	Aneth
60.	Vernon Tyler	Sanostee East, NM	690634	4037452	Unplatted		26N	19W	San Juan, NM	Sanostee

**Table 3. Homesite summary.**

No.	Name	Description	Cultural Resource	Interviewee
54.	Pamela Singer	White doublewide mobile home	IO#1	None
55.	Genevieve Johnson	Brown doublewide mobile home	None	None
56.	Allie Mark	Blue-gray frame house	None	Querida Mark
57.	Tracy Nalgot	Blue frame house	None	Querida Mark
58.	Herbert Keams	White-gray stucco house	None	Herbert Keams
59.	Nicholas Tenario	Brown-white doublewide	None	Nicholas Tenario
60.	Vernon Tyler	Gray-pink stucco house	None	Vernon Tyler

Significance and eligibility recommendations for the 3 newly and 3 previously recorded sites are summarized in Table 4. All sites are recommended as eligible for nomination to the NRHP under criterion d and for protection under ARPA. No sites have qualities meriting consideration under AIRFA.

**Table 4. Site significance and eligibility.**

NM-H-13-62 PII-III Midden	<p>36 CFR 60.4: Site is eligible for nomination to the NRHP because it is over 50 years old</p> <p>Integrity: Site does retain integrity.</p> <p>Criteria a-d: Site does meet Criterion d.</p> <p>Exclusions: None.</p> <p>ARPA: Site is over 100 years old and is of archaeological interest.</p> <p>AIRFA: Site has no known qualities meriting protection.</p>
NM-H-34-42 PII/PIII Village	<p>36 CFR 60.4: Site is eligible for nomination to the NRHP because it is over 50 years old</p> <p>Integrity: Site does retain integrity.</p> <p>Criteria a-d: Site does meet Criterion d.</p> <p>Exclusions: None.</p> <p>ARPA: Site is over 100 years old and is of archaeological interest.</p> <p>AIRFA: Site has no known qualities meriting protection.</p>
NM-H-33-71 BMIII Artifact Scatter	<p>36 CFR 60.4: Site is eligible for nomination to the NRHP because it is over 50 years old</p> <p>Integrity: Site does retain integrity.</p> <p>Criteria a-d: Site does meet Criterion d.</p> <p>Exclusions: None.</p> <p>ARPA: Site is over 100 years old and is of archaeological interest.</p> <p>AIRFA: Site has no known qualities meriting protection.</p>



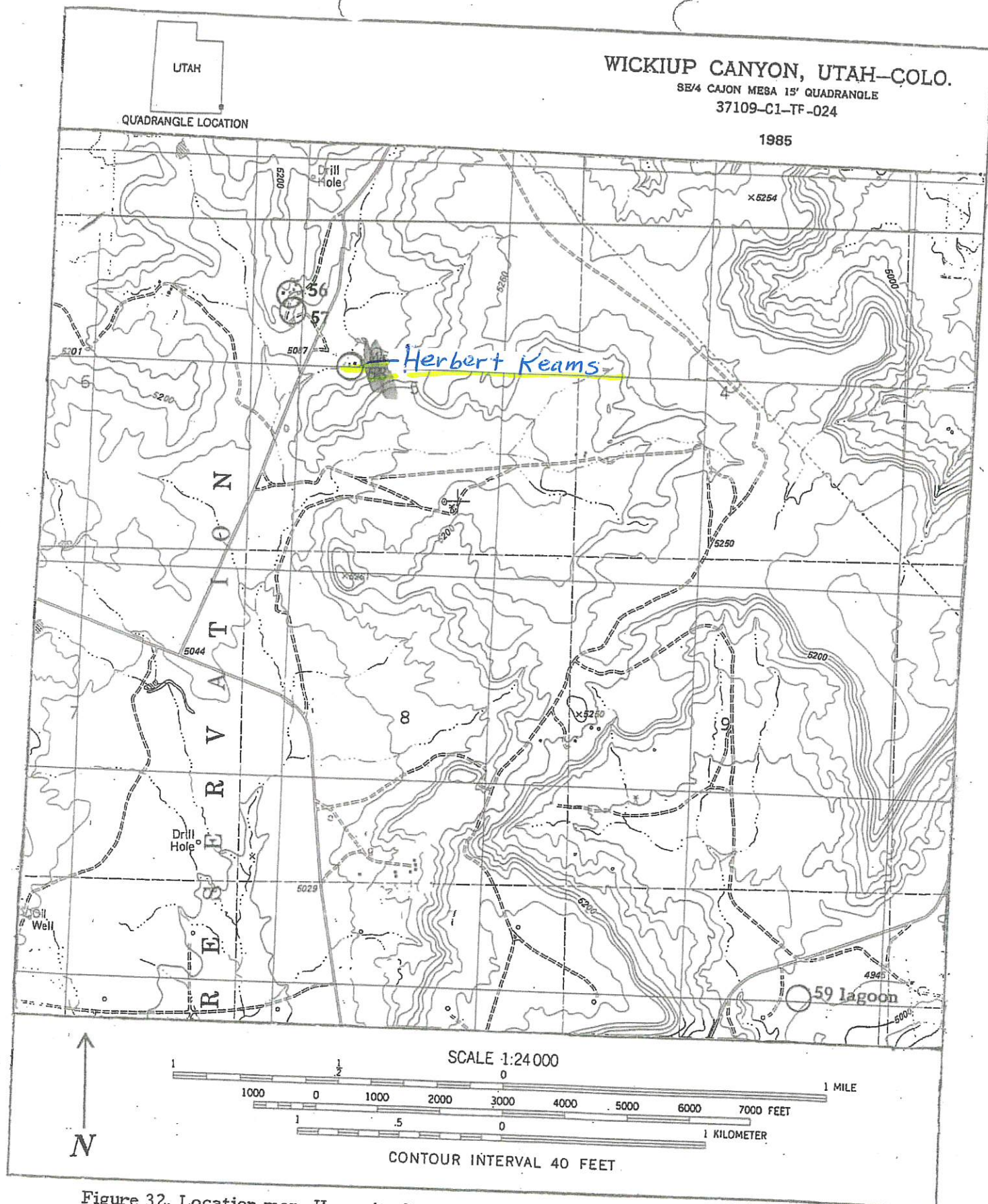


Figure 32. Location map, Homesite Nos. 56-58 and No. 59 lagoon.



THE NAVAJO NATION  
Department of Fish and Wildlife  
PO Box 1480, Window Rock, AZ 86515, (928) 871-6452

### HOME SITE BIOLOGICAL CLEARANCE FORM

Applicant Name & Address: Herbert & Elsie Keams	NNHP No: 19HSL-	
	Agency: Shiprock/Northern	Chapter: Aneth

Homesite Location:	Lat/Long: 37 Degrees 20' 21. "N, 109 Degrees 5' 23. "W NAD83 Aneth, San Juan County, UT
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In Compliance with the Navajo Nation Biological Resources Land Use Clearance Policies and Procedures (RCP), the Homesite Lease Policy & Procedures of 2014 and all other applicable Navajo Nation and Federal laws, regulations and policies, this Homesite lease (HSL) has been reviewed and meets the following requirements:

<input type="radio"/>	<b>Administrative Action for Active Homesite Lease:</b> Includes HSL Lease Renewals, HSL Modifications, HSL Transfers, Probate, and Home Renovations on existing homes.
<input type="radio"/>	<b>Area 4:</b> Homesite Lease is located within the Community Development Area.
<input checked="" type="radio"/>	<b>Sufficient:</b> Biological review has determine the HSL will not significantly impact the wildlife resources, threatened and endangered species including plants and their habitats.
<input type="radio"/>	<b>Other:</b>

Prepared by: Sonja Detsoi, Wildlife Technician	Date: 07-May-2019
--	-------------------

Project Recommended for Approval to Proceed:	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
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Gloria M. Tom, Director, Navajo Nation Department of Fish & Wildlife	Date: 5/7/19
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The biological clearance is valid for the one (1) acre Homesite Lease identified in this review and for a period of 2 years from the issuance date.

If you have additional questions, please contact the Navajo Natural Heritage Program at (928) 871-6472 or (928) 871-7062. Thank you.



Navajo Natural Heritage Program  
PO Box 1480  
Window Rock, AZ 86515  
(928) 871-7062  
[www.nndfw.org](http://www.nndfw.org)



received  
1/25/2024 CB

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FILE COPY





**PARTICIPATION AGREEMENT**  
**between the State of Utah – Utah Navajo Trust Fund**  
**and the University of Utah**  
**on behalf of its College of Architecture + Planning**

**RE: Herbert Keams (“Client”) New House Construction Project**

This Participation Agreement is entered into the 14th day of the month of October 2024 (the “Effective Date”), between the University of Utah on behalf of its College of Architecture + Planning (“University”) and the State of Utah – Utah Navajo Trust Fund (“UNTF”).

WHEREAS, University offers its students enrollment in a design-build architecture educational program known as DesignBuildUTAH@Bluff (“DBU@Bluff”);

WHEREAS, DBU@Bluff immerses students in hands-on cross-cultural experiences and works in partnership with rural and native communities of San Juan County in the Utah Four Corners area;

WHEREAS, University students enrolled in DBU@Bluff participate in the design and construction of a single family dwelling or other physical structure for the Client (the “Project”);

WHEREAS, University and Client shall, in coordination with this Agreement, enter into a separate Client Agreement outlining their mutual commitments with respect to the Project; and

WHEREAS, UNTF administers certain restricted special revenue funds (“UNTF Funds”) and desires to contribute UNTF Funds to the Project.

NOW, THEREFORE, for good and valuable consideration, University and UNTF agree as follows:

1. The UNTF approved a funding contribution of UNTF Funds on Oct 11, 2024 in the amount of \$25,000 for new house construction expenses for Client, who is registered with the Aneth Chapter (“Project Funds”), and the Navajo Revitalization Fund (NRF) approved a funding contribution of NRF Funds on Oct 11, 2024 in the amount of \$29,450 for the project.

2. The UNTF agrees to administer both the UNTF and NRF funds in the amounts of \$54,450 of those Project Funds to the University for the Project.



3. Subject to the terms herein, University agrees to procure all materials, labor, equipment, delivery, and installation services for the Project according to Attachment “A”: State of Utah Standard Terms and Conditions for Goods and Services.

4. University agrees to follow University procurement policies and to provide all materials, labor, equipment, delivery, and installation services for the Project in accordance with Attachment “B”: Scope of Work.

5. UNTF will disburse the \$54,450 in Project Funds to University on a monthly reimbursement basis, in exchange for University-procured or provided materials, labor, equipment, delivery and installations services. UNTF acknowledges that The Navajo Revitalization Fund (“NRF”) is also contributing funds to the Project and that University will keep detailed records to ensure UNTF and NRF reimbursements are shared in proportion to their respective contributions. Pursuant to Paragraph 6 below, UNTF may review and verify such records.

6. Representatives from the Aneth Chapter, UNTF staff, and Client may, upon reasonable notice, review and verify Project progress and Project expenses and University agrees to reasonably cooperate in such review.

7. UNTF acknowledges that University is providing its services as part of the DBU@Bluff program and that DBU@Bluff is powered by unlicensed students, faculty, and staff.

8. UNTF acknowledges that University provides no warranty of the work performed on the Project and that the Project is provided “as is”.

9. UNTF hereby releases University/DBU@Bluff and the participating students, faculty, staff and volunteers from any liability with respect to the Project, including but not limited to the design and construction of the Project.

10. While University aims to complete the Project on or before the last day of classes for the Fall 2024 academic semester (the “End Date”), UNTF understands that all work in the Project will cease on the End Date. If the project is not completed as of the End Date, University is under no obligation to complete the Project and the Aneth Chapter assumes responsibility for the Project in its “as is” condition as of the End Date. In the event the University does not complete the project by the End Date, any purchased and unused materials shall be left at the site and shall become the property of Client to use for the Project, as it deems appropriate, and unused Project Funds, if any, will be returned to UNTF.



**IN WITNESS WHEREOF, the undersigned hereby execute this Participation Agreement as of the Effective Date.**

**State of Utah Navajo Trust Fund**

By \_\_\_\_\_

Tony Dayish, Executive Director

Utah Navajo Trust Fund

**University of Utah on behalf of its College of Architecture + Planning**

By Timothy D. Adekunle

Timothy Adekunle

Chair, School of Architecture, the University of Utah

## ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:

- a) **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
- b) **"Contract"** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from this Contract.
- c) **"Contract Signature Page(s)"** means the State of Utah cover page(s) that the State Entity and Contractor sign.
- d) **"Contractor"** means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
- e) **"Custom Deliverable"** means the Work Product that Contractor is required to deliver to the State Entity under this Contract.
- f) **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including Custom Deliverable, supplies, equipment, or commodities) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
- g) **"Proposal"** means Contractor's response to the State Entity's Solicitation.
- h) **"Solicitation"** means the documents used by the State Entity to obtain Contractor's Proposal.
- i) **"State Entity"** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
- j) **"State of Utah"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
- k) **"Subcontractors"** means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
- l) **"Work Product"** means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the State Entity. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any State Entity intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.

2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
  1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
  2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
  3. Contractor's failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State Entity or the State of Utah, unless disclosure has been made to the State Entity.



7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the State Entity. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the State Entity, upon thirty (30) days written termination notice being given to the Contractor. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract. In no event shall the State Entity be liable to the Contractor for compensation for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.
13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
  - a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.

- b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
- c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
- d. Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State Entity before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

**17. RESERVED.**

18. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
19. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
20. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.  
If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.
21. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
22. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.
23. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Services required under this Contract.
24. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
25. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.

26. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
27. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
- Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
33. **CONTRACT INFORMATION:** Contractor shall provide information regarding job vacancies to the State of Utah Department of Workforce Services, which may be posted on the Department of Workforce Services website. Posted information shall include the name and contact information for job vacancies. This information shall be provided to the State of Utah Department of Workforce Services for the duration of this Contract. This requirement does not preclude Contractor from advertising job openings in other forums throughout the State of Utah.
34. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
35. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the State Entity, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the State Entity and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the State Entity, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the State Entity any and all copyrights in and to the Custom Deliverables, subject to the following:
1. Contractor has received payment for the Custom Deliverables,
  2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
  3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing

the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the State Entity (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.

4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the State Entity.

Contractor agrees to grant to the State Entity a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the State Entity and the State of Utah to use the Custom Deliverables. The State Entity reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the State Entity's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the State Entity a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the State Entity's and the State of Utah's internal business operation under this Contract. The State Entity and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
40. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State Entity, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, State Entity and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revised May 13, 2019)



## Herbert Keams House Project – Fall 2024

## SCOPE OF WORK

Residential project for Herbert Keams

Project location: 8WQ6+P2 Aneth, Utah (<https://maps.app.goo.gl/RcAWRa4zxYCny3Ar7>)

Chapter: Aneth

Contact: Atsushi Yamamoto, co-director of DBUB [atsushi@arch.utah.edu](mailto:atsushi@arch.utah.edu)

Hiroko Yamamoto, co-director of DBUB [hiroko@arch.utah.edu](mailto:hiroko@arch.utah.edu)

Schedule: Design the project 2024 summer (May-August)

Construction of the project 2024 fall (September-December)

Proposal Budget: \$54,450 (Approximate 700 sqft, 1 bedrooms, kitchen, living, bathroom)

## CONSTRUCTION SCHEDULE

	from TUESDAY to SATURDAY (from 9 am to 5 pm)
<b>MODULE 0 : ORIENTATION, BLUFF VISIT, collaboration visit with DBU@Bluff</b>	
week 01 Sep 2- Sep 3	<b>ORIENTATION</b> Move to BLUFF by Sep 1 Sep 2 general orientation Sep 3 Safety orientation
<b>MODULE 1: FOUNDATION</b>	
week 01 Sep 4- Sep 7	<b>SITE PREPARATION</b> : ground condition : set outdoor toilet, tool trailer <b>BUILDING LAYOUT</b> : building layout & digging : plumbing layout for underneath of the floor
week 02 Sep 10- Sep 14	<b>FOUNDATION WORK</b> : set trench, pour concrete for base, ICF setting
week 03 Sep 17- Sep 21	<b>FOUNDATION WORK</b> : refill trench, prepare for slab (plastic sheet, gravel, re-bars), pour slab
OFF WEEK Sep 22-30	drawing updates





MODULE 2: STRUCTURE	
week 04 Oct 1- Oct 5	<b>STRUCTURE WORK</b> : stud layout, stud leveling
week 05 Oct 8- Oct 12	<b>STRUCTURE WORK</b> : flashing & fill in dirt ,wall sheathing, interior stud layout, top plate (ready for truss)
week 06 Oct 15- Oct 19	<b>STRUCTURE WORK</b> : interior stud, built-in support blocks : truss layout, roof sheathing, fill in OSB gaps, hurricane tie
OFF WEEK Oct 20 - Oct 28	drawing updates
MODULE 3: FINISHES	
week 07 Oct 29- Nov 2	<b>FINISH WORK</b> : install windows and doors, exterior finish (tyvek, ice&water, chimney), plumbing layout : (shop) cabinet work
week 08 Nov 5- Nov 9	<b>FINISH WORK</b> : exterior finish (metal, siding, green house), complete exterior finish : electrician work : pour showerbooth floor & outside column bases : (shop) cabinet work
week 09 Nov 12 - Nov 16	<b>FINISH WORK</b> : insulation work, install drywall : (shop) cabinet work
week 10 Nov 19 - Nov 23	<b>FINISH WORK</b> : completion interior wall (drywall, mud&sand,paint) : (shop) complete cabinet work
OFF WEEK Nov 24 - Dec 2	drawing updates Thanksgivig break
MODULE 4: COMPLETION	
week 11 Dec 3- Dec 7	<b>FINISH WORK</b> : interior trim, tile, install stove, countertop, Install cabinet
week 12 Dec 10- Dec 14	<b>PUNCH LIST</b> : interior plaster, install interior doors, outside porch, landscape, water catchment
week 13 Dec 17- Dec 21	<b>DOCUMENTATION</b> : electrician trim work, staging&photos : updates all documents (CD& building jornal) <b>OPEN HOUSE</b> on Dec 21, Sat





## project budget proposal

general	\$3,500.00	site organize 150 generator gas 350 hardware 2800 safety 200
foundation	\$6,850.00	hardware 300 digging 150 (+donation) form(CMU) 2000 slab 4400
structure	\$9,800.00	hardware 800 wall lumber 3000 (+donation) roof truss 5000
insulation	\$500.00	hardware 300 mateial 200 (+donation)
doors and windows	\$1,800.00	hardware 300 window 500 (+donation) door 700 handles 250 flashing 50
exterior finish	\$9,200.00	hardware 500 thermal protection 500 wall finish 3300 flashing 800 roof metal 3000 facia+soffit 400 water catchment 700
interior finish	\$2,500.00	hardware 200 draywall+paint 1000 (+donation) tile 350 plaster 50 trim 500 shower booth 200 floor coating 200
built-in	\$3,400.00	hardware 600 plywood 2000 (+donation) 3 form countertop 500 (+donation) sink 100 faucet 200



HVAC	\$2,000.00	ventilation 100 heating (include chimney) 1900 (+donation)
electrical	\$6,000.00	electrician (wiring labor+rough wiring) 4500 rough wiring material 200 finish (switch, plate) 300 lighting 100 (+donation) smoke alarm 500 kitchen food 400
plumbing	\$2,100.00	hardware 100 under foundation 400 inside wall 850 outside wall 150 hotwater 350 toilet 150 graywater 100
landscape	\$1,600.00	ground surface etc 200 shade, deck 1400
sunroom	\$1,500.00	siding 900 hardware 100 door 500
transportation	\$3,000.00	2 times U-haul, material shipping
others	\$700.00	
total	\$54,450.00	

: This budget includes the cost of the electrician's labor and some other subcontractors, but DBUB will not charge any labor fees for ourselves.

: The fees for appliances and furniture are not included and will be the responsibility of the homeowner.

: The utility hook-up fee is not included.

## 1. Sponsoring Organization

- a. Name of Organization **Oljato Chapter**
- b. Mailing Address **P. O. Box 360355**  
City, State, Zip **Monument Valley, UT 84536**
- c. Contact Person **Karilyn Begay, Chapter CSC**
- d. Telephone Number **(435) 727-5850**
- e. Telefax Number **(435) 727-5852**
- f. E-mail Address [kbegay@nnchapters.org](mailto:kbegay@nnchapters.org)

3. Client(s) Name(s) Roger & Evelyn Nelson

## 2. Type of Housing Assistance

- ☒ Complete New House 28x44
- ☐ Completion of Incomplete House
- ☐ Addition Size: \_\_\_\_\_
- ☐ House Renovation ☐ Handicapped
- ☐ Trailer Renovation ☐ Weatherization
- Complement
- ☐ Plumbing ☐ Housewiring
- ☐ Cabinets ☐ Roofing

## 4. Project Schedule

- a. Planned Start Date 10/1/2024
- b. Anticipated End Date 10/1/2026

## 5. Project Construction Cost:

a. Clearances (Arch Clr, EA)	\$	
b. Architectural Floorplans	\$	
c. Site work/Utilities	\$	
d. Materials	28 x 44	\$
e. Labor	x \$110 / SF	\$ 135,520.00
f. Other	UNTF Workcrew	\$
TOTALS		\$ 135,520.00

## 6. Match Funding Sources:

UNTF Percent 54%

a. NRF 16-03-22-617	\$ 1,546.83
b. NRF 21-01-21-717	\$ 16,135.19
c. NRF	\$ 44,400.00
d. UNTF	\$ 73,437.98
e.	\$
f.	\$

*these totals must match up*

\$ 135,520.00

## 7. Signed Chapter Resolution

☐ Attached

## 8. Scope of Work (attach a description answering the following or attach documents)

- a. Description of project (what is the project: new house, addition, bathroom & kitchen work, repairs, renovation?)
- b. Plan to Execute Project (describe clearly and specifically who will build this project: contractor, chapter crew, self-help).  
If UNTF work crew, include a letter signed by the Chapter officials to request UNTF to build the project.
- c. Status of Homesite Lease 1) signed HSL, 2) Legal Survey, 3) Archaeological Study, 4) Cultural Resource Compliance Form (Arch Clearance by NN-HPD), and 5) Bio Clearance by NN Fish & Wildlife (Endangered Species Study)
- d. Size of the House Approved by the Chapter
- e. Listing of eligible Utah Navajo families that will benefit from this project
- f. Utility Arrangements: how will project be provided with utilities (type, distance, cost, schedule)
- g. If joint project, identify other organizations or agencies involved with this project

## FOR UNTF OFFICIAL USE ONLY

- ☒ Signed Chapter Resolution
- ☐ Description of the Project (Scope of Work)
- ☒ New House Size or Addition Size
- ☐ Scope of Work for Renovation or Repairs
- ☐ Contract or Labor schedule
- ☒ Homesite Lease & Legal Land Survey
- ☒ Archaeological Study & Cultural Resource Compliance Form
- ☒ Biological Study & Clearance by NN-Fish & Wildlife
- ☐ List of Eligible Recipients
- ☐ Utility Arrangements

Date rec'd at UNTF Office

Chapter Resolution  
6/10/24

Reviewed by

JTB PDV [Signature]

Date recommended by DAC

Date approved by BOT

Date approved by NRF

Project No. Assigned

**a. Brief Description of the Project**

*Completion of New House 28x44*

**b. Plan to Execute Project (describe how this project will be completed: contractor built, chapter crew, self-help).**

*The Roger Nelson house was provided a grant in 2016 for house construction but there was only \$1,546.83 that was approved which was only enough for the footing and stem wall. The client received the materials and built the foundation and that is the only part that has been built. Another grant was approved in 2021 for \$16,135.19 but that is not enough to build the entire house to completion. So, the plan is to request \$73,437.98 from UNTF, \$44,400.00 from NRF, and to request the UNTF work crews to build this house. The current request includes funding for the materials and labor costs to complete this incomplete house.*

**c. Status of Homesite Lease, Legal Survey, and Archaeological Clearance**

*The Cultural Resources (Archaeological) Study was completed and the Cultural Resources Compliance Form (CRCF) (Archaeological Clearance) was completed, the Land Survey was completed, and the Biological Study and Clearance was completed by the Navajo Nation Fish & Wildlife Dept.*

**d. Floorplan with Measurements of Building and Rooms**

*28x44 3-bedroom house*

**e. Listing of eligible Utah Navajo families that will benefit from this project**

*Roger Nelson, Evelyn Nelson*

**f. Utility Arrangements: how will project be provided with utilities (type, distance, cost, schedule)**

*The waterline and electric powerline is located about 2,744 feet from the Nelson homesite location.*

**g. If joint project, identify other organizations or agencies involved with this project**

*The Oljato Chapter, UNTF, NRF will participate in the funding approvals for this project and there will be coordination with the Indian Health Services-Office of Environmental Health & Engineering for the waterline and septic tank & leach field, and with NTUA for the electric powerline.*





OLJATO CHAPTER/ADMINISTRATION  
PO BOX 360455  
MONUMENT VALLEY, UTAH 84536  
Email: [oljato@navajochapters.org](mailto:oljato@navajochapters.org)  
Phone: 435-727-5850/Fax: 5852

Herman Daniels, Council Delegate  
Willis Begay, President  
Jean Holiday, Vice-President  
Marietta Bedonie, Secretary/Treasurer  
Benedict Daniels, Grazing Committee Member

## RESOLUTION OF THE OLJATO CHAPTER

Resolution No: OLJ05-02-2024-NB2

**REQUESTING FUNDING FROM THE STATE OF UTAH-NAVAJO TRUST FUND (UNTF) AND THE STATE OF UTAH NAVAJO REVITALIZATION FUND (NRF) TO APPROVE FUNDING FOR HOUSING ASSISTANCE FOR FOUR (4) CLIENTS: FRANCINE SHORTY, ROGER NELSON, AVERY ATENE, AND PATTY BEDONIE, THAT WERE PREVIOUSLY PROVIDED A SMALLER AMOUNT OF FUNDING AND NEED MORE FUNDING TO COMPLETE THEIR NEW HOUSE PROJECTS AS INDICATED ON THE ATTACHED FOUR (4) SCATTERED SITE NEW HOUSE FUNDING PLAN SPREADSHEET**

### WHEREAS;

1. Pursuant to the Navajo Nation Code, Section 4001 (D) and 4028 (a), (b), the Oljato Chapter is established and certified as a local government entity of the Navajo Nation vested with the authority to review all matters affecting the Chapter and submit appropriate recommendations to the Navajo Nation Government or other local agencies by resolution; and
2. Pursuant to 26 N.N.C., Chapter 1: Navajo Nation Chapter, Section 1., (B) (1) & (2), The Navajo Nation Council delegated to Chapter governmental authority with respect to local matters consistent with Navajo Law, including custom and tradition and allows the chapter to make decisions to govern with responsibility and accountability to community membership; and
3. The Oljato Chapter advocates in the best interest of its community members to receive housing assistance according to the Oljato Chapter Housing Assistance Policy; and
4. The Oljato Chapter has set up a Chapter Housing Committee to receive applications, review, prioritize, and recommend Chapter clients that have all the required documents to receive housing assistance; and
5. The Oljato Housing Committee has reviewed numerous clients to receive housing assistance. It has come to understand that there were four (4) clients: Francine Shorty, Roger Nelson, Avery Atene, and Patty Bedonie that were previously approved but an insufficient amount of funding was approved. These four clients will need additional funding to complete their house projects. A cost estimate and funding plan was developed to complete these houses and is attached to this resolution; and
6. The Oljato Chapter requests the assistance of UNTF to build these houses with a building contractor or with the UNTF Construction/Maintenance work crews; and
7. The Oljato Chapter has many of its constituents that have been assisted for a long time and are in dire need of housing assistance. The Chapter and the Housing Committee recommend assisting these clients listed in accordance with the attached spreadsheet.

**NOW THEREFORE BE IT RESOLVED THAT;**

1. Requesting Funding from the State of Utah-Navajo Trust Fund (UNTF) and the State of Utah Navajo Revitalization Fund (NRF) to approve funding for Housing assistance for four (4) clients: Francine Shorty, Roger Nelson, Avery Atene, Patty Bedonie that were previously provided a smaller amount of funding and need more funding to complete their new house projects as indicated on the attached four (4) scattered site new house funding plan spreadsheet.

**CERTIFICATION**

We hereby certify that the foregoing resolution was duly considered by the Oljato Chapter at a regular duly called meeting at Oljato, Navajo Nation, Utah at which a quorum was present and that same was passed by a vote of 21 in favor, 0 opposed and 3 abstained, this 26th day of May, 2024.

1<sup>st</sup> Motion by: Helen Myerson

2<sup>nd</sup> Motion by: Jonathan Kaytso

Willis Begay

Willis Begay, Chapter President

Jean Holiday

Jean Holiday, Vice-President

Marietta Bedonie

Marietta Bedonie, Secretary/Treasurer





# United States Department of the Interior

## BUREAU OF INDIAN AFFAIRS

Navajo Area

Western Navajo Agency

P.O. Box 127

Tuba City, Arizona 86045



IN REPLY REFER TO: Real Estate Services

MAR 04 1996

CERTIFIED MAIL - RETURNED RECEIPT REQUESTED

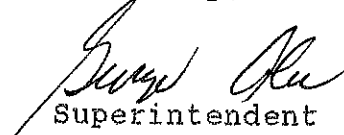
Roger & Evelyn Nelson

Dear Mr. & Mrs. Nelson:

Enclosed is an original copy of your homesite lease approved on February 28, 1996 by the President of the Navajo Nation and the Western Navajo Agency Superintendent. This 65-year document needs to be kept in a safe place.

Read the contents of the lease for it gives you the instructions on the purpose of the lease, terms, rent, improvements, rights, inheritance, assignments and options. If you have any questions, please contact our Real Estate Services staff for clarification.

Sincerely,

  
Superintendent  
Western Navajo Agency

Enclosure

FORM 200C  
May, 1994

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau of Indian Affairs  
and  
The Navajo Nation

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

**HOMESITE LEASE**

THIS LEASE, made and entered into between THE NAVAJO NATION, P.O. Box 9000, Window Rock, Arizona 86515, hereinafter designated as "LESSOR," and NELSON, Roger Roy C# \_\_\_\_\_ and NELSON, Evelyn C# \_\_\_\_\_, whose address is \_\_\_\_\_ hereinafter designated as "LESSEES." In the event this Lease is held by two or more persons, it shall be held in the following tenure:

JOINT TENANCY

**WITNESSETH:**

1. **SECRETARIAL APPROVAL.** As used in this lease, the term "SECRETARY" means the Secretary of the Interior on his duly authorized representative. This lease is subject to the approval of the Secretary pursuant to the Act of August 9, 1955, 69 Stat. 539, as amended (25 U.S.C. § 415), and the regulations promulgated at 25 CFR Part 162, which are incorporated herein by reference.

2. **PREMISES.** The Lessor, pursuant to 2 N.T.C. § 695(b)(4)(I), and Resolution No. RCD-289-93 of the Resources Committee of the Navajo Nation Council, as amended, hereby leases to the Lessee(s) all that tract or parcel of land situated on the Navajo Indian Reservation, County of SAN JUAN, State of UTAH. Said tract contains 1.00 acre(s), more or less, and is more particularly shown on the Survey Plat No. 18723 with metes and bounds descriptions, attached hereto as Exhibit "A", which by this reference is incorporated herein.

3. **USE OF PREMISES.** The purpose of this Lease is for residential purposes only and the premises are not to be used for any other purpose. Said Lease will enable the Lessee(s) to construct, improve and/or maintain a dwelling and related structure on the premises and, otherwise, to use or occupy said premises for residential purposes only.

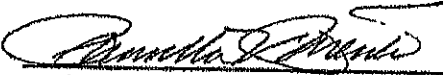
Lessee shall make every effort to develop the premises within two (2) years of the effective date of this lease. Written requests for extension of the development period may be requested from the Lessor. Failure to develop may be cause for cancellation of this Lease, subject to conditions contained elsewhere in this lease.

Department, Post Office Box 9000, Window Rock, Navajo Nation, Arizona; (2) respective BIA Agency Offices; and (3) recorded encumbrances;

23. **EFFECTIVE DATE.** This Lease and all its terms and provisions shall be binding upon the heirs, successors, executors, administrators, and assigns of the Lessee(s) and any successor in interest to the Lessor, and shall take effect on the approval date of the lease by the Secretary or his designated representative.

THE NAVAJO NATION, LESSOR

02-18-96  
Date

By   
Director, Navajo Land  
Department

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

X   
LESSEE

X   
LESSEE

APPROVED: FEB 28 1996  
(DATE)

Pursuant to Secretary Redelgation Order 209 DM 8, Secretary's Order Nos. 3150 and 3177, and 10 BIAM Bulletin 13, as amended, and Navajo Area Addendum to 10 BIAM 3.3E.

  
Superintendent, WESTERN NAVAJO AGENCY Agency  
Bureau of Indian Affairs

TRACT DESCRIPTION

A PARCEL OF LAND SITUATED WITHIN THE NORTHEAST QUARTER (NE/4) OF SECTION 32, TOWNSHIP 43 SOUTH, RANGE 16 EAST, SALT LAKE BASE AND MERIDIAN, IN THE VICINITY OF OJAJITO, SAN JUAN COUNTY, STATE OF UTAH AND IS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE at the Closing Corner of Sections 32 and 33, Point also being the Arizona and Utah State Line, a found United States General Land Office Survey Brass Cap dated 1924;

THENCE run N 09° 22' 53" W, 4,184.91 feet to the POINT OF BEGINNING of the herein described parcel of land;

THENCE S 23° 59' 09" W, 208.71 feet;

THENCE N 66° 00' 51" W, 208.71 feet;

THENCE N 23° 59' 09" E, 208.71 feet;

THENCE S 66° 00' 51" E, 208.71 feet to the Point of Beginning.

Being 1.00 acre(s), more or less, in area and being subject to any and all existing easements for underground utilities located therein.

Surveyed July 27, 1995 by the Navajo Land Department, The Navajo Tribe, Window Rock, Navajo Nation, Arizona.

EXHIBIT "A"

N. L. D.

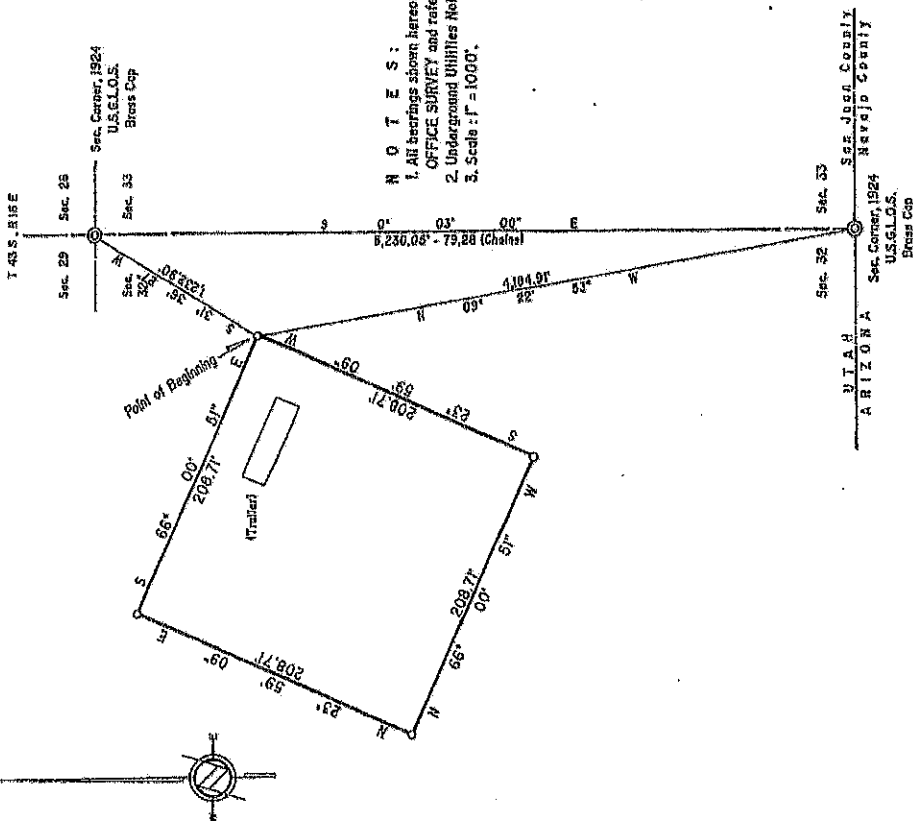
Roger Roy & Evelyn Nelson

1.00 Ac. ±

District - 08, Navajo Indian Reservation  
NE/4 of Sec. 32, T43S, R16E, S1.B. 8 M.  
Ojajito, San Juan County, Utah

SURVEYED BY	S. P.
DRAWN BY	K. D.
APPROVED BY	MBS
FIELD BOOK NO.	008:12
JOS NUMBER	WA - 2404
SCALE 1" =	100'

\* Underground Utilities Not Located



NOTES:  
1. All bearings shown herein are derived from U.S. GENERAL LAND OFFICE SURVEY and refer to TRUE NORTH.  
2. Underground Utilities Not Located.  
3. Scale: 1" = 100'.

© Denotes Section Corner

—P— Denotes Powerline

—X— Denotes Fence Line

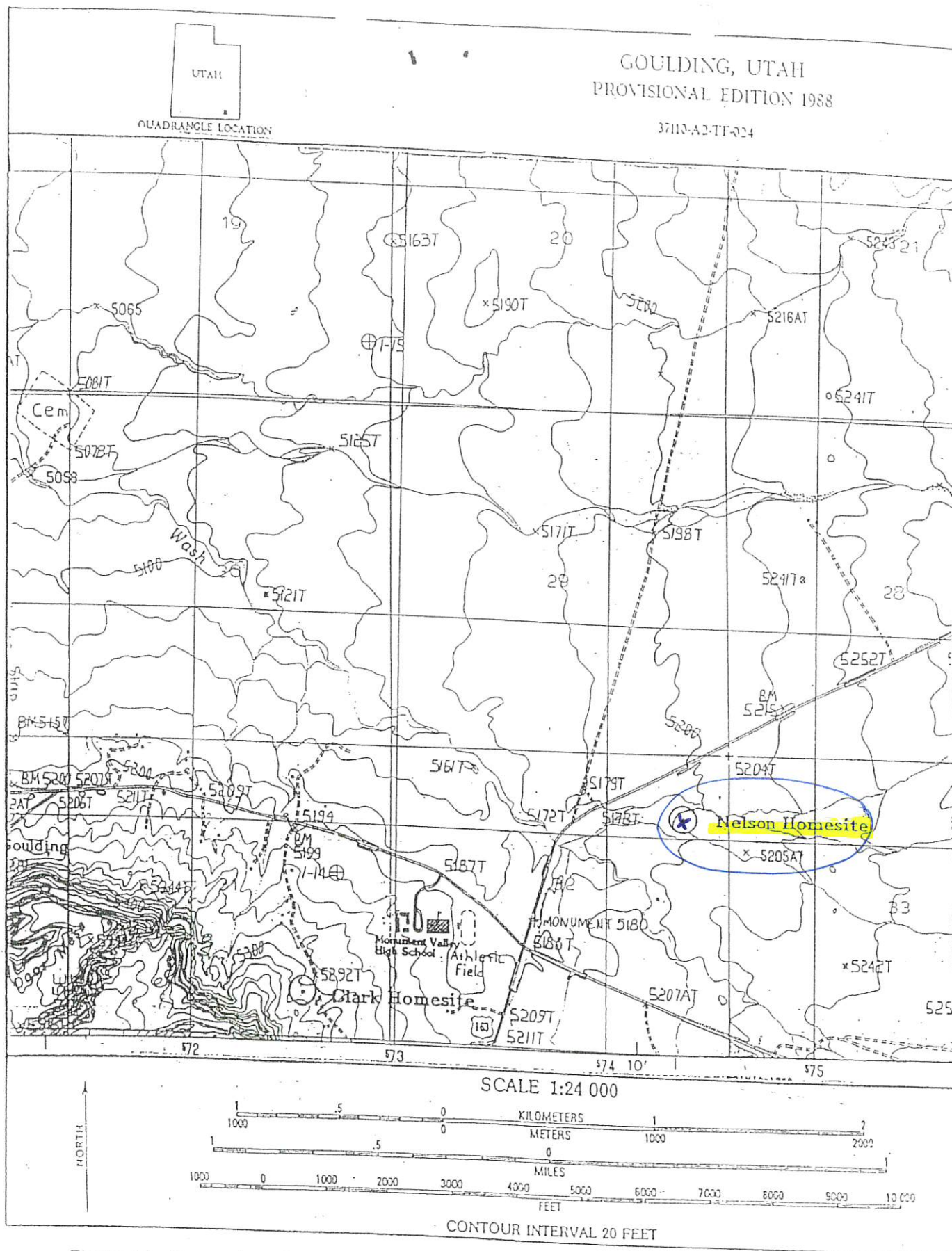
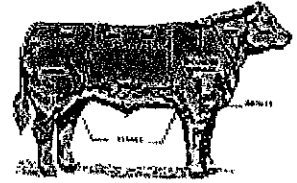


Figure 11. Survey location map, Homesite No. 13, Don Billie & Sherril Lee Clark and Homesite no. 14, Roger Roy and Evelyn Nelson.



## **DISTRICT 8 GRAZING COMMITTEE**

Chairperson – Kenneth Johnson    Vice-Chairperson – Delbert Big    Secretary – Benedict Daniels    Member – Johnathan D. Nez

From: Benedict Daniels  
[Benedictdaniels9892@gmail.com](mailto:Benedictdaniels9892@gmail.com)  
(435) 459-3928

To Whom It May Concern:  
Tony Dayish, UNTF Administrator  
Utah Navajo Trust Fund

Date: March 23, 2022

This memo is to serve notice on the 23<sup>rd</sup> day of March, 2022. I, Benedict Daniels, Oljato District Grazing Official 8-4. I certify that the proposed home site location for Roger Roy Nelson and Evelyn Nelson does not involve any grazing permittee (s) land dispute to my records and to the best of my knowledge.

Thank you for your time and consideration. Any questions, feel free to contact me.

Benedict Daniels

A handwritten signature in black ink, appearing to read "Benedict Daniels".

District 8 Grazing Committee Member  
Oljato, Utah 8-4



Cultural Resource Inventory

Fifteen Homesites for  
Oljeto Chapter Residents  
Navajo Nation Lands  
San Juan County, Utah

Prepared by

Laurens C. Hammack  
Complete Archaeological Service Associates  
Post Office Box 1777  
Cortez, Colorado 81321

[CASA 03-16]



Prepared for

Elsie Crank  
Gary and Priscilla Holiday  
Alvin & Genevieve B. Cly  
Janice Lynn Bedonie  
Esther Sharkey  
Jo Ann Jones  
Don Billie & Sherri Lee Clark  
Paul James Oliver

Leona H. Holiday  
Lenall Deanna Menard  
Keith & Ruby Stevenson  
Kee Tso & Lutie Cly  
Harry & Louise Rock  
Bud Joe & Freida A. Haycock  
Roger Roy & Evelyn Nelson

Submitted to

Oljato Chapter Community Coordinator  
P.O. Box 360455  
Monument Valley, Utah 84536  
and  
Navajo Nation Historic Preservation  
P.O. Box 4950  
Window Rock, Arizona

Permits

Navajo Nation Permit No. B03061

February 17, 2003

## Abstract

At the request of the Oljato Chapter Community Coordinator, cultural resource inventories were undertaken on the proposed and/or existing homesites of Oljato Chapter residents Elsie Crank, Leona H. Holiday, Gary & Priscilla Holiday, Lenall Deanna Menard, Alvin & Genevieve B. Cly, Keith and Ruby Stevenson, Janice Lynn Bedonie, Kee Tso & Lutie Cly, Esther Sharkey, Harry & Louise Rock, Jo Ann Jones, Bud Joe & Freida A. Haycock, Don Billie & Shemil Lee Clark, Roger Roy & Evelyn Nelson, and Paul James Oliver. All of the survey areas are on Navajo Nation Lands within the Oljato Chapter, Tuba City Agency, San Juan County, Utah. The field work was done on February 11 and 12, 2003 by Laurens C. Hammack, Complete Archaeological Service Associates (CASA) under the provisions of Navajo Nation Permit B03061 issued to CASA.

A 200-ft radius (2.88 acres) was surveyed for each 1.0 acre homesite which would also provide areas for installation of any sanitary facilities and utilities. A total 43.2 acres was surveyed for the 15 homesites. Seven of the survey parcels are currently undeveloped with the remaining eight containing existing homes. No cultural resources were located during the inventory and a determination of "no historic properties affected" is recommended for the fifteen homesites at the locations described in this report.

\*\*\*\*\*

Homesite No.14: **Roger Roy & Evelyn Nelson** [NLD Homesite No. 18273]  
 Location: NW, NE, NE Section 32, T43S, R16E, SLPM, San Juan County, Utah(Figure 11)  
 UTM: Zone 12, E 574370/N 4096060  
 Map Reference: Goulding, Utah 7.5 minute, 1988 [Provisional]  
 Ownership: Navajo Tribal Trust  
 Description: Older aluminum-sided trailer in fenced-in yard in in-use-area with several planted trees present. Trailer does not appear to be recently occupied. On valley floor on level sandy terrain with extensive arroyo cutting on south side eating into staked homesite. Burned hogan ring (1970's) to west of trailer. At an elevation of 5200-ft, a well-grazed mormon tea along with rabbitbrush and low grasses is present.  
 Cultural Resources: None  
 Recommendations: A determination of "no historic properties affected" is recommended for the Roger Roy and Evelyn Nelson Homesite at the location described above.

### Previous Research and Survey Methodology

Prior to undertaking the field work, record searches were undertaken at the Navajo Nation Historic Preservation Office at various times, with the most recent on February 4, 2003. The majority of the inventories in the current survey areas are the result of IHS waterline projects, NTUA powerline projects, and individual homesite surveys. Very few sites have been recorded for these projects in the general area.

Several cultural resources were recorded for a waterline project in Monument Valley proper. UT-B-57-8, an undated lithic scatter (Martin and Jim 1989), was recorded during the initial A91 waterline inventory in 1989 with two additional sites, UT-B-57-16 and UT-B-56-3, recorded in 1999 on an extension of this line (Errickson 1999). Seven sites, UT-B-57-9 through UT-B-57-15, were recorded during an inventory of six miles along U.S. Highway 163 by SWCA (Purcell 1998). UT-B-57-9 represents paved and unpaved sections of an earlier version of U.S. Highway 163. UT-B-57-10 is a possible Pueblo III habitation or processing camp. UT-B-57-11 is a late Archaic/Basketmaker II lithic scatter with features. UT-B-57-12 is a middle-late Archaic camp located within the U.S. Hwy 163 R-O-W in the vicinity (west) of a major wash crossing along the main waterline. Three of the so-called sites, UT-B-57-13, UT-B-57-14, and UT-B-57-15 should never have been recorded as they are currently utilized temporary shelters used as windbreaks, bus shelters, and jewelry stands.

One major project has taken place in close proximity to the project area. The Monument Valley survey was conducted by the Museum of Northern Arizona (Neely and Olson 1977) in conjunction with the establishment of the Navajo Tribal Park. A total of 166 Anasazi and Navajo sites were recorded during this project. The survey indicated that Anasazi and Navajo sites were small and scattered and were primarily limited to three specific areas within the vast valley: Mystery Valley, Tse Biyi Canyon, and the Comb Ridge habitation zones, none of which are in close proximity to the present project area. The Monument Valley monograph discusses the Anasazi prehistory and settlement pattern of Monument Valley and the surrounding area, but provides little information on the pre-Anasazi or Navajo occupations of the area. More recent work in and near the project area includes several individual homesite lease surveys, previous waterline and powerline projects (Martin 1989; Martin and Jim 1989; Werito 1987; and Hammack 1999, 2000, 2001), and inventories associated with and around Goulding's Trading Post (Hammack 1996).

Two sacred places are identified by Van Valkenburgh (1974) in the general proximity of the project area. Navajo Mountain is located approximately 30 miles to the west. Agathla Peak (El Capitan), a volcanic pinnacle located approximately 5 miles south of the project area, is associated with Navajo clan traditions. Agathla Peak is also known as a ritual site for communal sheep shearing.

The homesite parcels were indicated on NLD plat maps for each homesite provided by Oljato Chapter and the Utah Navajo Trust Fund in Blanding. All of the locations were shown to the archaeologist by Lorna Daniels, Oljato Chapter Administrative Assistant with most locations verified in the field by the lessee. The lessee was questioned concerning sacred or sensitive areas that might be affected by construction of their home. No such areas were identified by any of the persons interviewed. Four NLD Homesite Plat locations did not agree with the location identified by the lessee on-site. These are highlighted in the above homesite description locations.

The survey was done by one archaeologist walking parallel transects spaced no greater than 15 meters apart. A 2.88 acre area was inventoried for each one acre homesite to facilitate future locations for electric and sanitary facilities.



## Inventory Results and Recommendations

No cultural resources were recorded within the 43.2 acres inventoried for the 15 homesites. A determination of "no historic properties affected" is recommended for the Elsie Crank, Leona H. Holiday, Gary & Priscilla Holiday, Lenall Deanna Menard, Alvin & Genevieve B. Cly, Keith and Ruby Stevenson, Janice Lynn Bedonie, Kee Tso & Lutie Cly, Esther Sharkey, Harry & Louise Rock, Jo Ann Jones, Bud Joe & Freida A. Haycock, Don Billie & Sherril Lee Clark, Roger Roy & Evelyn Nelson, and Paul James Oliver homesites at the locations described in this report.

## References

- Erickson, Mary  
1999 Cultural Resource Inventory, NAIHS Project NA 99-A91, Monument Valley Pass Waterline Extension, 64 Scattered Homesites, and 17 Miles of Waterline Extensions, Navajo County, Arizona and San Juan County, Utah. CASA 98-53. Complete Archaeological Service Associates, Cortez.
- Hammack, Laurens C.  
1996 Cultural Resource Inventory, Monument Valley Airstrip/Sewage Ponds Tract and Existing Waterline, Oljato Chapter Area, San Juan County Utah and Navajo County, Arizona. CASA 96-81. Complete Archaeological Service Associates, Cortez.  
1999 Cultural Resource Inventory, Five Homesites and One Waterline, Oljato Chapter, Navajo Nation Lands San Juan County, Utah and Navajo County, Arizona. CASA 99-38, Complete Archaeological Service Associates, Cortez.  
2000 Cultural Resource Inventory, Nineteen Homesites, Oljato Chapter, Navajo Nation Lands, San Juan County, Utah. CASA 00-104, Complete Archaeological Service Associates, Cortez.  
2001 Cultural Resource Inventory, Twelve Homesites, Oljato Chapter Residents, Navajo Nation Lands, San Juan County, Utah. CASA 01-101, Complete Archaeological Service Associates, Cortez.
- Martin, Rena  
1989 An Archaeological Survey of a 14.70 Acre Area Used to Facilitate a Water Tank and Associated Facilities in the Monument Valley Planning Agreement Water System: Halchita-Oljato, Utah. (NA88-623). NNAD 89-093. Navajo Nation Archaeology Department, Window Rock.
- Martin, Rena and Betty J. Jim  
1989 An Archaeological Survey of the Monument Valley Agreement Water System: Halchita-Oljato, Utah (NA-88-623). NNAD 89-025. Navajo Nation Archaeology Department, Window Rock.
- Neely, James A., and Alan P. Olson  
1977 Archaeological Reconnaissance of Monument Valley in Northeastern Arizona. MNA Research Paper 3. Museum of Northern Arizona, Flagstaff.
- Purcell, David E.  
1998 State Line to Monument Pass: An Archaeological Survey in Monument Valley Along Six Miles of Highway 163, San Juan County, Utah. SWCA Cultural Resources Report No. 98-12. SWCA, Inc, Environmental Consultants, Flagstaff.
- Van Valkenburgh, Richard  
1974 Navajo Sacred Places. In *Navajo Indians III*, pp. 9 - 200. Garland Publishing, Inc., New York.
- Werito, Loretta  
1987 An Archaeological Survey of the Proposed Goulding to Train Rock Powerline for Navajo Tribal Utility Authority. NNAD 87-243. Navajo Nation Archaeology Department, Window Rock.





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



CULTURAL RESOURCES INVENTORY DETERMINATION FORM

CRID NO.: HPD-03

Date: 2/23/2023

SPONSOR: Roger Roy Nelson & Evelyn Nelson,

UNDERTAKING: **Housing Improvement**

PROJECT TITLE: Cultural Resource Inventory Fifteen Homesites for Oljeto Chapter Residents Navajo Nation Lands San Juan County, Utah

RECOMMENDATIONS: A Cultural Resources Compliance Form (CRCF) may not be included in this "archaeological approval" due to the nature of sensitive cultural resources documented. This in no way affects any authority of the HHPD-Cultural Resource Compliance Section to issue an "archaeological approval" for this undertaking. In addition, a cultural resource inventory survey is not required for this undertaking for a reason (s) indicated below:

[X] The proposed project is located within an area that has been previously inventoried for cultural resources and documented in the HHPD report listed above. The previous archaeological inventory finds that proposed project will have a "no historic properties will be affected" within the area of this undertaking. Archaeological approval is hereby granted for the undertaking within the area noted in attachment(s). (CRID covers only the one acre homesite lease tract)

ATTACHMENT A: (Title) HPD-95-555, CASA 95-38, NA-95-A48

ATTACHMENT B: (Location) Roger Roy & Evelyn Nelson, House No. 14. Map is 7.5' Quadrangle, "Goulding, Utah P.R. 1988." Roger Roy Nelson & Evelyn Nelson are requesting for **Housing Improvement** @ this said location.

T43S, R16E, Section 32, SLP

Center UTM Northing: 4086 Center UTM Easting: 5743 NAD27 Zone12

ATTACHMENT C: (Tract Description) Roger Roy & Evelyn Nelson, Homesite No.

[ ] Previous ground disturbance within the last fifty (50) years has modified the surface so extensively that the likelihood of finding any cultural properties is negligible (e.g., within a flood plain).

[ ] The undertaking will not require any surface disturbing activities (e.g. aerial spraying, hand application of chemicals, travel on existing roads, etc.).

[ ] Other:

NOTIFICATION TO PROCEED IS RECOMMENDED: Yes

CONDITIONS: No

Reviewed/Prepared by: Olsen John

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 near the discovery must cease, and the Navajo Nation Heritage and Historic Preservation Department must be notified at (928) 871-7198.

APPROVAL: Yes

Richard M. Begay

Richard M. Begay, Department Manager/HPO

Navajo Nation Heritage and Historic Preservation Department

02/24/23  
Date



## HOME SITE BIOLOGICAL CLEARANCE FORM

Applicant Name & Address: Roger and Evelyn Nelson	NNHP No: 24HSL	
	Agency: Western	Chapter: Oljato Chapter

Homesite Location:	Lat/Long: 37° 0' 35. N 110° 9' 53. ' W NAD 83 Oljato Chapter, San Juan County, UT
--------------------	--

In Compliance with the Navajo Nation Biological Resources Land Use Clearance Policies and Procedures (RCP), the Homesite Lease Policy & Procedures of 2014 and all other applicable Navajo Nation and Federal laws, regulations and policies, this Homesite lease (HSL) has been reviewed and meets the following requirements:

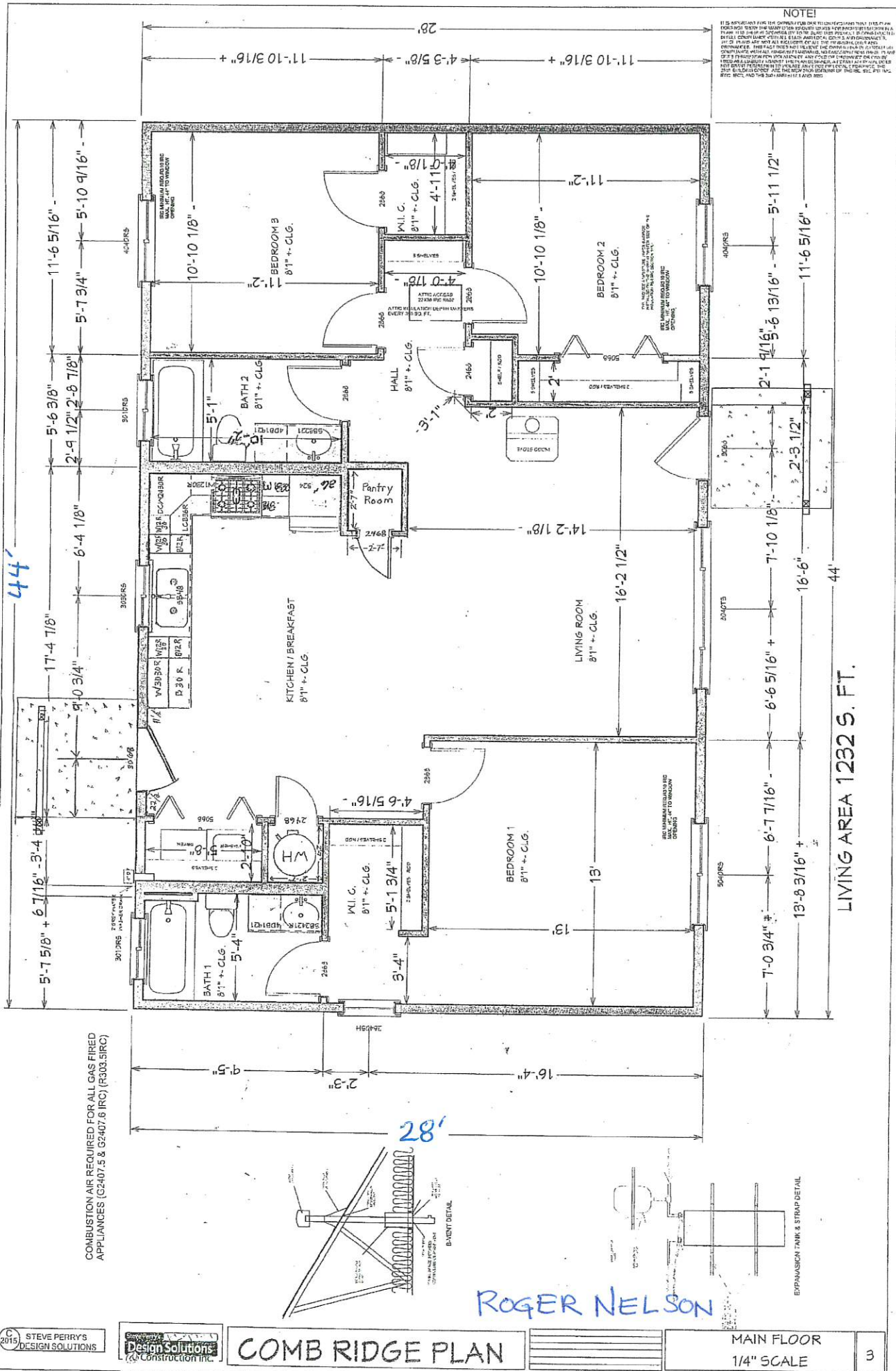
<input type="radio"/>	<b>Administrative Action for Active Homesite Lease:</b> <i>Includes HSL Lease Renewals, HSL Modifications, HSL Transfers, Probate, and Home Renovations on existing homes.</i>
<input type="radio"/>	<b>Area 4:</b> <i>Homesite Lease is located within the Community Development Area.</i>
<input checked="" type="radio"/>	<b>Sufficient:</b> <i>Biological review has determine the HSL will not significantly impact the wildlife resources, threatened and endangered species including plants and their habitats.</i>
<input type="radio"/>	<b>Other:</b>

Prepared by: Samantha Toledo, Wildlife Technician	Date: 04/12/2024
Project Recommended for Approval to Proceed:	YES <input checked="" type="checkbox"/> NO
Gloria M. Tom, Director, Navajo Nation Department of Fish & Wildlife	Date: 4/17/2024

This homesite biological clearance is valid for the one (1) acre Homesite Lease identified in this review and for a period of 2 years from the issuance date. If no development occurs within the 2 years a new HBCF request will need to be resubmitted along with processing fee to our office.

If you have additional questions, please contact the Navajo Natural Heritage Program at (928) 871-6450. Thank you.







## 1. Sponsoring Organization

- a. Name of Organization **Oljato Chapter**
- b. Mailing Address **P. O. Box 360355**  
City, State, Zip **Monument Valley, UT 84536**
- c. Contact Person **Karilyn Begay, Chaper CSC**
- d. Telephone Number **(435) 727-5850**
- e. Telefax Number **(435) 727-5852**
- f. E-mail Address [kbegay@nnchapters.org](mailto:kbegay@nnchapters.org)

3. Client(s) Name(s) Avery Atene

## 2. Type of Housing Assistance

- ☒ Complete New House 28x44
- ☐ Completion of Incomplete House
- ☐ Addition Size: \_\_\_\_\_
- ☐ House Renovation ☐ Handicapped
- ☐ Trailer Renovation ☐ Weatherization
- Complement
- ☐ Plumbing ☐ Housewiring
- ☐ Cabinets ☐ Roofing

## 4. Project Schedule

- a. Planned Start Date 10/1/2024
- b. Anticipated End Date 10/1/2026

## 5. Project Construction Cost:

a. Clearances (Arch Clr, EA) .....	\$	
b. Architectural Floorplans .....	\$	
c. Site work/Utilities .....	\$	
d. Materials } 28 x 44	\$	
e. Labor } x \$110 / SF	\$	135,520.00
f. Other } UNTF Workcrew	\$	
<b>TOTALS</b>	<b>\$</b>	<b>135,520.00</b>

## 6. Match Funding Sources:

UNTF Percent 62%

a. NRF 16-03-22-617	\$	1,546.83
b. NRF ##	\$	50,460.93
c. UNTF ##	\$	83,512.24
d. _____	\$	
e. _____	\$	
f. _____	\$	

these totals must match up

\$ 135,520.00      \$ 135,520.00

7. Signed Chapter Resolution ☐ Attached

## 8. Scope of Work (attach a description answering the following or attach documents)

- a. Description of project (what is the project: new house, addition, bathroom & kitchen work, repairs, renovation?)
- b. Plan to Execute Project (describe clearly and specifically who will build this project: contractor, chapter crew, self-help).  
If UNTF work crew, include a letter signed by the Chapter officials to request UNTF to build the project.
- c. Status of Homesite Lease 1) signed HSL, 2) Legal Survey, 3) Archaeological Study, 4) Cultural Resource Compliance Form (Arch Clearance by NN-HPD), and 5) Bio Clearance by NN Fish & Wildlife (Endangered Species Study)
- d. Size of the House Approved by the Chapter
- e. Listing of eligible Utah Navajo families that will benefit from this project
- f. Utility Arrangements: how will project be provided with utilities (type, distance, cost, schedule)
- g. If joint project, identify other organizations or agencies involved with this project

## FOR UNTF OFFICIAL USE ONLY

- ☒ Signed Chapter Resolution
- ☒ Description of the Project (Scope of Work)
- ☒ New House Size or Addition Size 28 x 44
- ☒ Scope of Work for Renovation or Repairs N/A
- ☒ Contract or Labor schedule UNTF Work Crews
- ☒ Homesite Lease & Legal Land Survey
- ☒ Archaeological Study & Cultural Resource Compliance Form
- ☒ Biological Study & Clearance by NN-Fish & Wildlife
- ☒ List of Eligible Recipients
- ☐ Utility Arrangements Powerline 748', Waterline 1,100'

Date rec'd at UNTF Office 6/10/24Reviewed by [Signature]

Date recommended by DAC \_\_\_\_\_

Date approved by BOT \_\_\_\_\_

Date approved by NRF \_\_\_\_\_

Project No. Assigned \_\_\_\_\_

**a. Brief Description of the Project**

*Completion of New House 28x44*

**b. Plan to Execute Project (describe how this project will be completed: contractor built, chapter crew, self-help).**

*The Avery Atene house was provided a grant in 2016 for house construction but there was only \$1,546.83 that was approved which was only enough for the footing and stem wall. The client received the materials and built the foundation and that is the only part that has been built. So, the plan is to request \$783,512.24 from UNTF and \$50,460.93 from NRF, and to request the UNTF work crews to build this house. The current request includes funding for the materials and labor costs to complete this incomplete house.*

**c. Status of Homesite Lease, Legal Survey, and Archaeological Clearance**

*The Cultural Resources (Archaeological) Study was completed and the Cultural Resources Compliance Form (CRCF) (Archaeological Clearance) was completed, the Land Survey was completed, and the Biological Study and Clearance was completed by the Navajo Nation Fish & Wildlife Dept.*

**d. Floorplan with Measurements of Building and Rooms**

*28x44 3-bedroom house*

**e. Listing of eligible Utah Navajo families that will benefit from this project**

*Avery Atene*

**f. Utility Arrangements: how will project be provided with utilities (type, distance, cost, schedule)**

*The electric powerline is located about 748 feet and the waterline line is located 1,100 feet from the Avery Atene homesite location.*

**g. If joint project, identify other organizations or agencies involved with this project**

*The Oljato Chapter, UNTF, NRF will participate in the funding approvals for this project and there will be coordination with the Indian Health Services-Office of Environmental Health & Engineering for the waterline and septic tank & leach field, and with NTUA for the electric powerline.*





OLJATO CHAPTER/ADMINISTRATION  
PO BOX 360455  
MONUMENT VALLEY, UTAH 84536  
Email: [oljato@navajochapters.org](mailto:oljato@navajochapters.org)  
Phone: 435-727-5850/Fax: 5852

Herman Daniels, Council Delegate  
Willis Begay, President  
Jean Holiday, Vice-President  
Marietta Bedonie, Secretary/Treasurer  
Benedict Daniels, Grazing Committee Member

## RESOLUTION OF THE OLJATO CHAPTER

Resolution No: OLJ05-02-2024-NB2

**REQUESTING FUNDING FROM THE STATE OF UTAH-NAVAJO TRUST FUND (UNTF) AND THE STATE OF UTAH NAVAJO REVITALIZATION FUND (NRF) TO APPROVE FUNDING FOR HOUSING ASSISTANCE FOR FOUR (4) CLIENTS: FRANCINE SHORTY, ROGER NELSON, AVERY ATENE, AND PATTY BEDONIE, THAT WERE PREVIOUSLY PROVIDED A SMALLER AMOUNT OF FUNDING AND NEED MORE FUNDING TO COMPLETE THEIR NEW HOUSE PROJECTS AS INDICATED ON THE ATTACHED FOUR (4) SCATTERED SITE NEW HOUSE FUNDING PLAN SPREADSHEET**

### WHEREAS;

1. Pursuant to the Navajo Nation Code, Section 4001 (D) and 4028 (a), (b), the Oljato Chapter is established and certified as a local government entity of the Navajo Nation vested with the authority to review all matters affecting the Chapter and submit appropriate recommendations to the Navajo Nation Government or other local agencies by resolution; and
2. Pursuant to 26 N.N.C., Chapter 1: Navajo Nation Chapter, Section 1., (B) (1) & (2), The Navajo Nation Council delegated to Chapter governmental authority with respect to local matters consistent with Navajo Law, including custom and tradition and allows the chapter to make decisions to govern with responsibility and accountability to community membership; and
3. The Oljato Chapter advocates in the best interest of its community members to receive housing assistance according to the Oljato Chapter Housing Assistance Policy; and
4. The Oljato Chapter has set up a Chapter Housing Committee to receive applications, review, prioritize, and recommend Chapter clients that have all the required documents to receive housing assistance; and
5. The Oljato Housing Committee has reviewed numerous clients to receive housing assistance. It has come to understand that there were four (4) clients: Francine Shorty, Roger Nelson, Avery Atene, and Patty Bedonie that were previously approved but an insufficient amount of funding was approved. These four clients will need additional funding to complete their house projects. A cost estimate and funding plan was developed to complete these houses and is attached to this resolution; and
6. The Oljato Chapter requests the assistance of UNTF to build these houses with a building contractor or with the UNTF Construction/Maintenance work crews; and
7. The Oljato Chapter has many of its constituents that have been assisted for a long time and are in dire need of housing assistance. The Chapter and the Housing Committee recommend assisting these clients listed in accordance with the attached spreadsheet.

**NOW THEREFORE BE IT RESOLVED THAT;**

1. Requesting Funding from the State of Utah-Navajo Trust Fund (UNTF) and the State of Utah Navajo Revitalization Fund (NRF) to approve funding for Housing assistance for four (4) clients: Francine Shorty, Roger Nelson, Avery Atene, Patty Bedonie that were previously provided a smaller amount of funding and need more funding to complete their new house projects as indicated on the attached four (4) scattered site new house funding plan spreadsheet.

**CERTIFICATION**

We hereby certify that the foregoing resolution was duly considered by the Oljato Chapter at a regular duly called meeting at Oljato, Navajo Nation, Utah at which a quorum was present and that same was passed by a vote of 27 in favor, 0 opposed and 3 abstained, this 26th day of May, 2024.

1<sup>st</sup> Motion by: Helen Myerson

2<sup>nd</sup> Motion by: Jonathan Kaytso

Willis Begay

Willis Begay, Chapter President

Jean Holiday

Jean Holiday, Vice-President

Marietta Bedonie

Marietta Bedonie, Secretary/Treasurer

# THE NAVAJO NATION

FORM NN200RL

April, 2017

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

## HOMESITE LEASE (Tribal Member Only) (Trust or Restricted Land Only)

THIS LEASE is made and entered into by and between THE NAVAJO NATION, P.O. Box 9000, Window Rock, Navajo Nation (Arizona) 86515,

("Lessor"), and Avery Atenc, C# \_\_\_\_\_  
and N/A, C# N/A

whose address is \_\_\_\_\_

("Lessee") in accordance with 2 N.N.C. §§ 501 (B) (2) and (3), 16 N.N.C. § 2301, and Resolution No. RDCO-74-16 of the Resources Committee of the Navajo Nation Council, the provisions of 25 U.S.C. § 415 (e) as implemented by the regulations contained in 25 C.F.R. Part 162, the Navajo Nation General Leasing Act regulations, the Navajo Nation Homesite Policies and Procedures regulations, and all amendments or successors thereto, which by this reference are made a part hereof. In the event this Lease is held by two or more persons, it shall be held in the following tenure:

N/A

### WITNESSETH:

#### 1. DEFINITIONS.

(A). "Approved Encumbrance" means an encumbrance approved in writing by the Lessor.

(B). "Encumbrancer" means the owner and holder of an Approved Encumbrance, or either of them.

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 Oljato Chapter of the Navajo Nation, (County of San Juan, State of Utah) which is more particularly described in Exhibit " A " attached hereto and by this reference made a part hereof, containing approximately 1.0 acre(s), more or less, subject to any prior, valid existing rights-of-way. There is hereby reserved and accepted from the leased premises rights-of-way for utilities constructed by or on authority of Lessor.

#### 3. USE OF LEASED PREMISES.

(A). Lessee shall develop, use, and occupy the leased premises for residential purposes only and said premises shall not be used for any other purpose. Lessee may construct, improve, and maintain a dwelling and related structures on the leased premises and may otherwise develop, use, or occupy said premises for residential purposes only.

(B). Lessee agrees not to use or cause to be used any part of the leased premises for any unlawful conduct or purpose.

4. **TERM.** Lessee shall have and hold the leased premises for a term of beginning on August 09, 2021 and ending on 75 Years. This Lease may be renewed for an additional primary term by approval of the Navajo Land Department, provided that this Lease is in good standing at the time of application. Lessee shall give written notice of intent to renew this Lease to the Department Manager of the Navajo Land Department, or its successor agency or department, at least six (6) months, but no more than twelve (12) months, prior to the expiration date of this Lease. Renewal of

APPROVED:

09 Aug 21  
Date

THE NAVAJO NATION, LESSOR

By:

Department Manager, Navajo Land Department

WITNESSES:

LESSEE(S):

LESSEE Signature

Avery Atene

Print Name

LESSEE Signature

N/A

Print Name

TRACT DESCRIPTION

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER (SE/4) OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 15 EAST, SALT LAKE BASE MERIDIAN, IN THE VICINITY OF OLIJATO, SAN JUAN COUNTY, STATE OF UTAH, AND IS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE at the Southeast Corner of Section 29, T42S, R15E, S.L.B.M. a found UNITED STATES GENERAL LAND OFFICE SURVEY Brass Cap dated 1924;

THENCE  $N 49^{\circ} 31' 19'' W$ , 16,806.87 feet to the POINT OF BEGINNING of the herein described parcel of land;

THENCE  $N 86^{\circ} 25' 17'' W$ , 208.71 feet

THENCE  $N 03^{\circ} 34' 43'' E$ , 208.71 feet

THENCE  $S 86^{\circ} 25' 17'' E$ , 208.71 feet

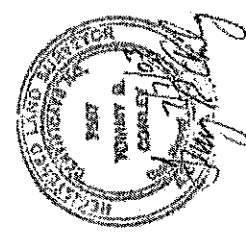
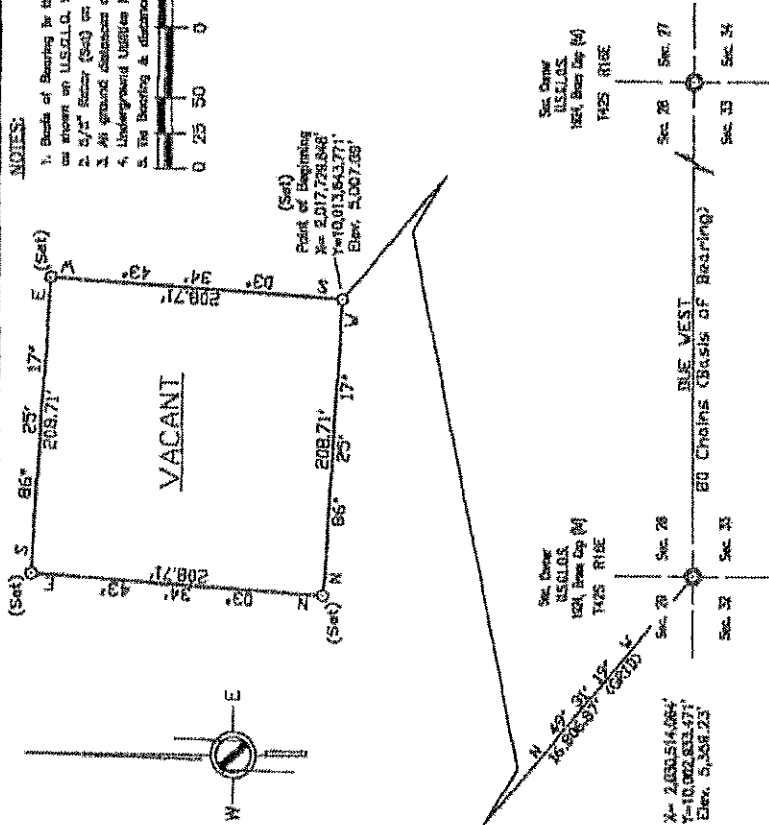
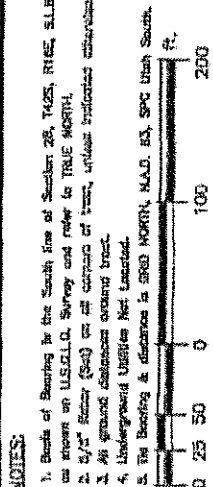
THENCE  $S 03^{\circ} 34' 43'' W$ , 208.71 feet to the Point of Beginning.

Being 1.00 acre(s), more or less, in area, and being subject to any and all existing easements for underground utilities located therein.

Surveyed March 21, 2003 by the Navajo Land Department, The Navajo Nation, Window Rock, Arizona.

EXHIBIT "A"

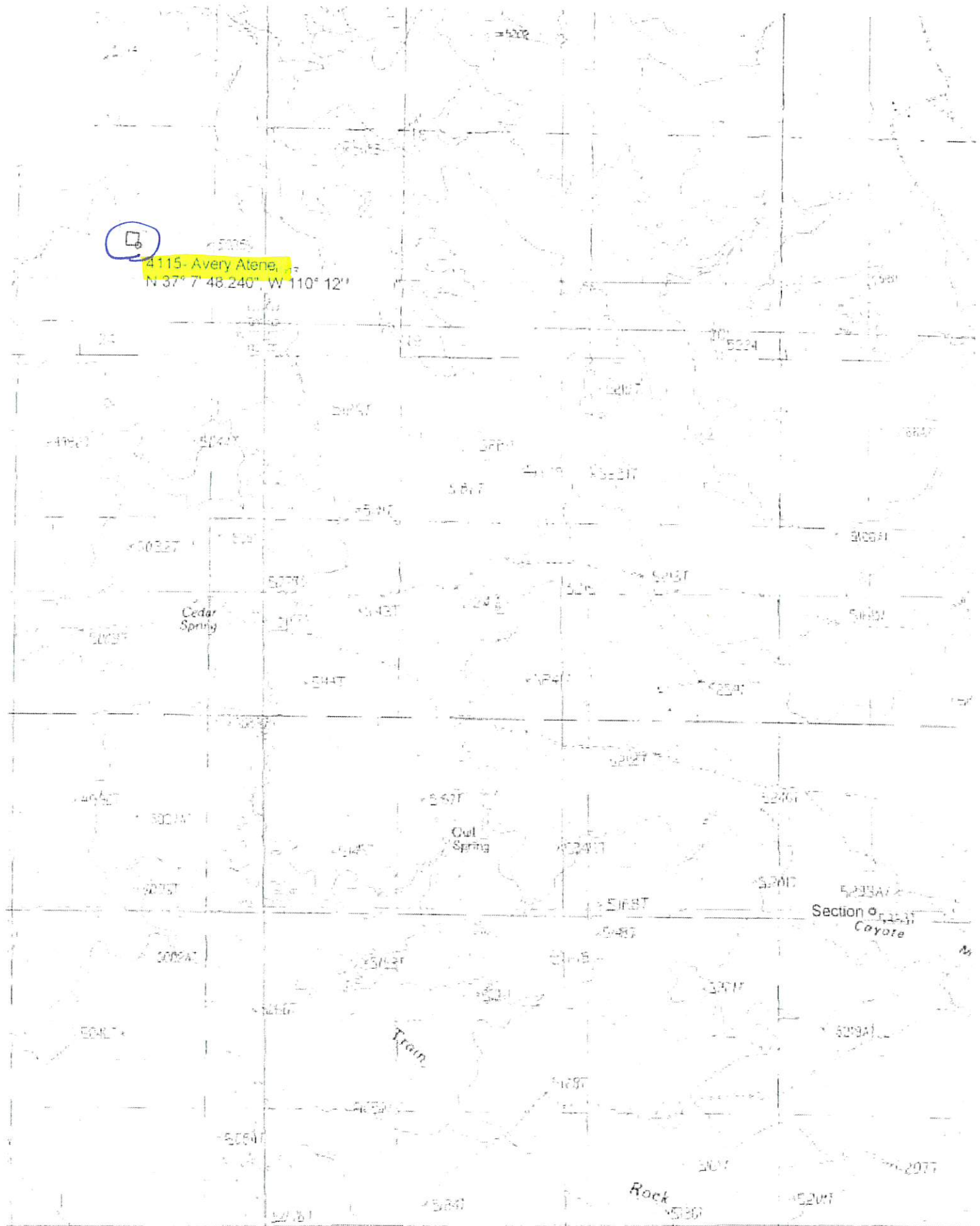
- NOTES:
1. Boundary of Section 13, Township 42S, Range 15E, S.L.B.M. as shown on U.S.G.L.O. Survey and refer to TRUE NORTH.
  2. 5/2" Brass (Set) on all corners of tract, unless indicated otherwise.
  3. All ground easements around tract.
  4. Underground Utilities Not Located.
  5. The Bearing & distance to SMO MORN, NAD 83, SMC Utah South.



CERTIFICATE: I, TOMMY R. CONLEY, A REGISTERED PROFESSIONAL LAND SURVEYOR, UNDER THE LAWS OF THE STATE OF ARIZONA, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY MEETING THE MINIMUM REQUIREMENTS OF THE STANDARDS FOR LAND SURVEYS AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEFS.

DATE 7/2/03  
 SIGNATURE Tommy R. Conley  
 TITLE TOMMY R. CONLEY, APP. LIC. NO. 7887





4115- Avery Atene,  
N 37° 7' 48.240", W 110° 12'

4113.63; Scale: 1" = 0.379Mi 610M 2,000FT, 1 Mi = 2,640', 1 cm = 240M

**A Cultural Resource Inventory of Forty-two (42) Homesites In Oljeto Chapter,  
Navajo County, Arizona and San Juan County, Utah**

**Prepared by  
Iris Shirley Begaye, Archaeologist**

**ISB-16-155**

**HPD Permit Number B16690**

**October 15, 2016**

**Submitted by  
Iris Shirley Begaye, Archaeologist  
ARCHAEOLOGICAL SURVEY  
P.O. Box 3777  
Window Rock, Arizona 86515**

**Submitted to  
Navajo Nation Historic Preservation Department  
Cultural Resource Compliance Section  
P.O. Box 4950  
Window Rock, Arizona 86515**

**Prepared for  
Oljeto Chapter  
P.O. Box 360455  
Monument Valley, UT 84531**

## Abstract

The following report is submitted to the Navajo Nation Historic Preservation Department-Cultural Resource Compliance Section for cultural resource compliance review as part of the Navajo Nation cultural resource clearance process. The report provides the results of a cultural resource inventory conducted under Navajo Nation Historic Preservation Department Permit B16690 and titled as, *ISB-16-155: A Cultural Resource Inventory of Forty-two (42) Homesites in Oljeto Chapter, Navajo County, Arizona and San Juan County, Utah.*

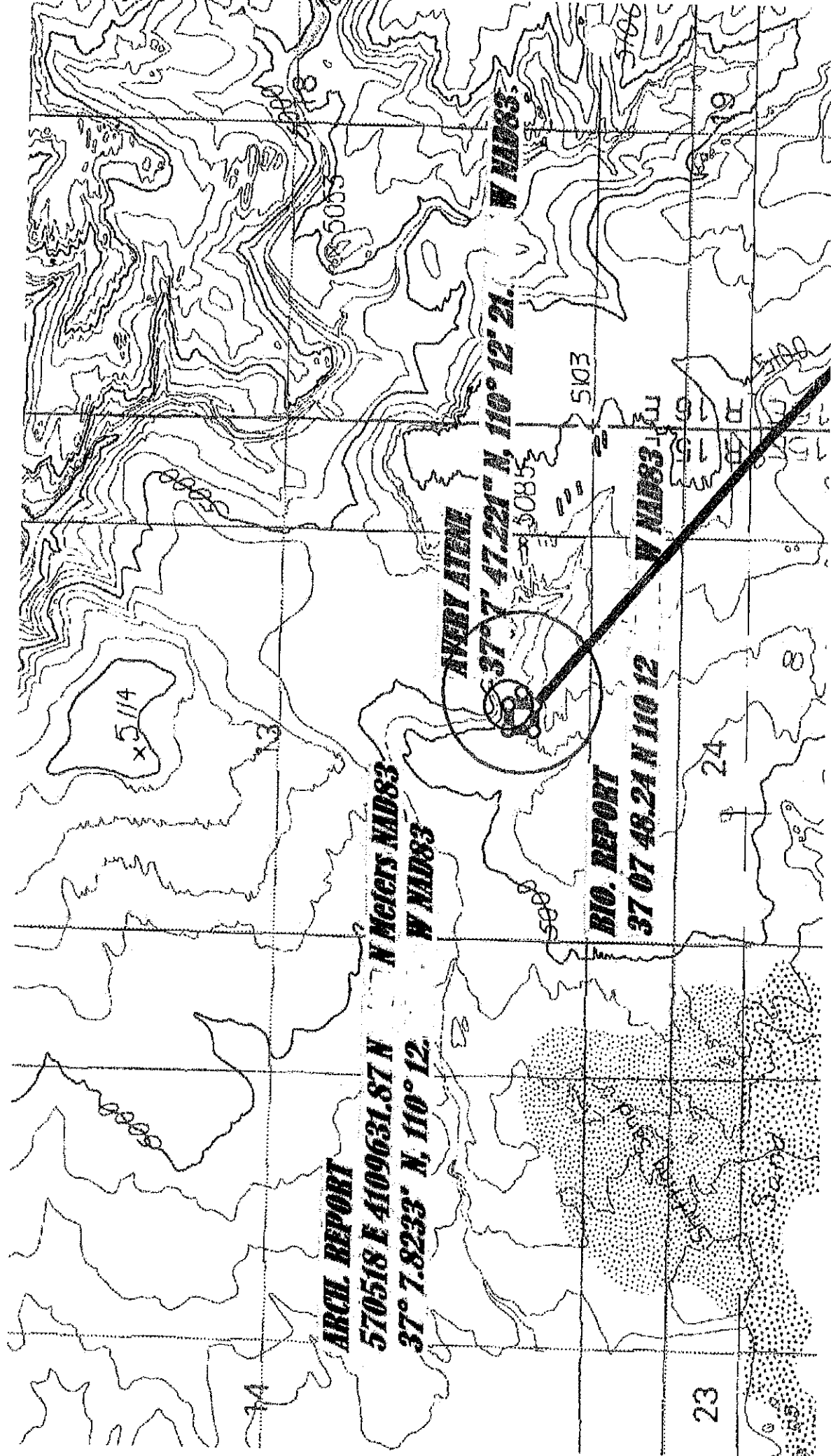
The cultural resource inventory was conducted at the request of Shirlee Bedoni, Oljeto Chapter Community Services Coordinator. The project will involve homesite lease application (existing homesteads and proposed homesite locations), constructing a home, continued construction to existing homesteads and construction of associated facilities (water & power). The area inventoried for each homesite is a 200 feet radial survey. The total area of effect is 42.0 acres. The total area inventoried for this project is 121.8 acres.

The project area is located in the northern-northwestern portion of the Navajo Reservation within Western Agency, Navajo County, Arizona & San Juan County, Utah. The project legal descriptions are: Township 38 North, Range 19 East; Township 40 North, Range 19 East; Township 41 North, Range 19, 20 East; Township 42 South, Range 14, 15, 16, 17 East; Township 43, South 14, 15, 16, 17 East. The project locations can be found on USGS, 7.5 Minute Quadrangles: Tseyi-Hatsosi, AZ Prov. Ed. 1988; Mystery Valley, AZ-UT Prov. Ed. 1988; Boot Mesa, AZ-UT Prov. Ed. 1988; Kayenta West, AZ 1968; Oljeto, UT Prov. Ed. 1987; Oljeto NE, UT Prov. Ed. 1987; Goulding, UT Prov. Ed. 1988; Goulding NW, UT Prov. Ed. 1989; Goulding NE, UT Prov. Ed. 1989; Monument Pass, UT Prov. Ed. 1988; Mexican Hat SW, UT Prov. Ed. 1988.

The cultural resources inventoried for this project are two (2) isolated occurrences and twenty-three (23) in-use sites.

It is recommended, archaeological clearance is granted for forty-two (42) homesite locations.

33 Avery Atene homesite is located in Western Agency, Oljeto Chapter, approximately 8.8 miles northeast of Oljeto Chapter House, San Juan County, Utah. The project area is northeast of Shifting Sand (approximately 0.5 mile) and southwest of Douglas Mesa (approximately 4.9 miles) at an elevation of 5,010 feet (1,526.9 meters) above mean sea level. The main water source for the area is Water Tank Canyon (approximately 4.8 miles north of the project area). The nearest ephemeral drainage is 200 feet north of the project area. Vegetation in the area consists of juniper, black bush, morman tea, narrow-leaf yucca, prickly pear, snakeweed, russian thistle, low-lying perennial grasses and other seasonal native grasses. No domesticated animals were noted within the project area. Surface sediments consist primarily of tan medium grained aeolian sand with clay and small-medium pebble inclusions. The surrounding area has been impacted by the development of scattered homes and numerous secondary roads.





COPY 2/8/18

THE NAVAJO NATION  
HERITAGE & HISTORIC PRESERVATION DEPARTMENTPO Box 4950, Window Rock, Arizona 86515  
TEL: (928) 871-7198 FAX: (928) 871-7886

## CULTURAL RESOURCES COMPLIANCE FORM

ROUTE COPIES TO:	NNHPD NO.: <b>HPD-17</b>
<input checked="" type="checkbox"/> ISB	OTHER PROJECT NO.: <b>ISB-16-155</b>

PROJECT TITLE: A Cultural Resource Inventory of Forty-two (42) Homesites in Oljeto Chapter, Navajo County, Arizona and San Juan County, Utah

LEAD AGENCY: The Navajo Nation

SPONSOR: Oljeto Chapter,

PROJECT DESCRIPTION: The project will involve homesite lease applications for 42 existing &amp; proposed homesteads, constructing new homes, continued construction on homesites along with associated facilities and utilities within the 1.0-acre areas. A 200-ft radial area was surveyed for each homesite. Ground disturbance will be intensive &amp; extensive with the use of heavy equipment.

LAND STATUS:	Navajo Tribal Trust
CHAPTER:	Oljeto
LOCATIONS:	Project is located on the Tseyi-Hatsosi, Mystery Valley, Boot Mesa, Kayenta West, Oljeto, Oljeto NE, Goulding, Goulding NW, Monument Pass, Goulding NE, Mexican Hat SW Quadrangles, Navajo County, Arizona G&SRPM & San Juan County, Utah SLPM

T.	<u>38</u>	N.,	R.	<u>19</u>	E.	Sec.	<u>11</u>
T.	<u>40</u>	N.,	R.	<u>19</u>	E.	Sec.	<u>12, 21</u>
T.	<u>41</u>	N.,	R.	<u>19</u>	E.	Sec.	<u>16, 31</u>
T.	<u>41</u>	N.,	R.	<u>20</u>	E.	Sec.	<u>30</u>
T.	<u>42</u>	S.,	R.	<u>14</u>	E.	Sec.	<u>11, 23, 36</u>
T.	<u>42</u>	S.,	R.	<u>15</u>	E.	Sec.	<u>13</u>
T.	<u>42</u>	S.,	R.	<u>16</u>	E.	Sec.	<u>21</u>
T.	<u>42</u>	S.,	R.	<u>17</u>	E.	Sec.	<u>18</u>
T.	<u>43</u>	S.,	R.	<u>14</u>	E.	Sec.	<u>1, 3, 12, 13, 24</u>
T.	<u>43</u>	S.,	R.	<u>15</u>	E.	Sec.	<u>6, 26, 32</u>
T.	<u>43</u>	S.,	R.	<u>16</u>	E.	Sec.	<u>1, 12, 23, 31, 34, 35</u>
T.	<u>43</u>	S.,	R.	<u>17</u>	E.	Sec.	<u>12</u>

PROJECT ARCHAEOLOGIST:	Iris Shirley Begaye
NAVAJO ANTIQUITIES PERMIT NO.:	B16690
DATE INSPECTED:	0816/17 - 08/19/17, 08/23/17
DATE OF REPORT:	10/15/17
TOTAL ACREAGE INSPECTED:	121.8 - ac



METHOD OF INVESTIGATION:	Class III pedestrian inventory with transects spaced <u>15 m</u> apart.
LIST OF CULTURAL RESOURCES FOUND:	(2) Isolated Occurrences (IO) (23) In-Use Sites (IUS)
LIST OF ELIGIBLE PROPERTIES:	None
LIST OF NON-ELIGIBLE PROPERTIES:	(2) IO (23) IUS
LIST OF ARCHAEOLOGICAL RESOURCES:	None

EFFECT/CONDITIONS OF COMPLIANCE: No historic properties affected.

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

FORM PREPARED BY: Tamara Billie  
FINALIZED: February 2, 2018

Notification to Proceed  
Recommended

☒ Yes ☐ No

Conditions:

☐ Yes ☒ No

Richard M. Begay 2/2/18  
Richard M. Begay, Director/THPO Date  
The Navajo Nation  
Heritage & Historic Preservation Office



THE NAVAJO NATION  
Department of Fish and Wildlife  
PO Box 1480, Window Rock, AZ 86515, (928) 871-6452

### HOME SITE BIOLOGICAL CLEARANCE FORM

Applicant Name & Address: Avery Atene	NNHP No: 16HSL-34	
	Agency: Tuba City	Chapter: Oljato

Homesite Location:	Lat/Long: 37 Degrees 7' 48 "N, 110 Degrees 12' 20. "W NAD83 Oljato, San Juan County, UT
--------------------	--

In Compliance with the Navajo Nation Biological Resources Land Use Clearance Policies and Procedures (RCP), the Homesite Lease Policy & Procedures of 2014 and all other applicable Navajo Nation and Federal laws, regulations and policies, this Homesite lease (HSL) has been reviewed and meets the following requirements:

<input type="radio"/>	<b>Administrative Action for Active Homesite Lease:</b> <i>Includes HSL Lease Renewals, HSL Modifications, HSL Transfers, Probate, and Home Renovations on existing homes.</i>
<input type="radio"/>	<b>Area 4:</b> <i>Homesite Lease is located within the Community Development Area.</i>
<input checked="" type="radio"/>	<b>Sufficient:</b> <i>Biological review has determine the HSL will not significantly impact the wildlife resources, threatened and endangered species including plants and their habitats.</i>
<input type="radio"/>	<b>Other:</b>

Prepared by: Sonja Detsoi, Wildlife Tech.	Date: 23-Dec-2016
---	-------------------

Project Recommended for Approval to Proceed:	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
--	---	-----------------------------

 Gloria M. Tom, Director, Navajo Nation Department of Fish & Wildlife	Date: 12/27/16
--	----------------

The biological clearance is valid for the one (1) acre Homesite Lease identified in this review and for a period of 2 years from the issuance date.

If you have additional questions, please contact the Navajo Natural Heritage Program at (928) 871-6472 or (928) 871-7062. Thank you.



Navajo Natural Heritage Program  
PO Box 1480  
Window Rock, AZ 86515  
(928) 871-7062  
[www.nndfw.org](http://www.nndfw.org)



# THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT   MYRON LIZER | VICE PRESIDENT



## Memorandum

**To:** W. Mike Halona, Department Manager  
Navajo Land Department  
Division of Natural Resources

**Attn:** Tuba City Land Department

**From:**

A handwritten signature in black ink, appearing to read "Stchischilly".

Steven T. Chischilly Jr., Environmental Specialist  
Navajo Nation General Land Development Department  
Division of Natural Resources

**Date:** August 8, 2021

### Home Site Lease Information:

**Lease applicant(s):** Atene, Avery

**Chapter:** Oljato

**County and State:** San Juan / Utah

**Latitude/Longitude (DMS):** North

'07'47.22"/West

12'21.96"NAD 83

The General Land Development Department's environmental compliance determination (ECD) confirms the above mentioned home site lease (HSL) application meets the environmental clearance criteria of the Navajo Nation General Leasing Regulations (16 N.N.C. § 2301 et. Seq.). The proposed HSL poses no significant impact(s) to the cultural, biological and the natural environments of the Navajo Nation.

In addition, the ECD is valid so long as the "Effect/Conditions of Compliance" out-lined on "Cultural Resources Compliance Form (NNHPD No. HPD-17-521)" and the "Home Site Biological Clearance Form (NNHP No. 16HSL-344)" are implemented.

If there are any questions, do not hesitate to contact me at Stchischilly@navajo-nsn.gov or at (928)-871-6447. Thank you.

66

NAVAJO NATION GENERAL LAND DEVELOPMENT DEPARTMENT

POST OFFICE BOX 69 · ST. MICHAELS, AZ 86511 · PHONE: (928) 871-6490 · FAX: (928) 871-7039

## 1. Sponsoring Organization

- a. Name of Organization **Oljato Chapter**
- b. Mailing Address **P. O. Box 360355**  
City, State, Zip **Monument Valley, UT 84536**
- c. Contact Person **Karilyn Begay, Chaper CSC**
- d. Telephone Number **(435) 727-5850**
- e. Telefax Number **(435) 727-5852**
- f. E-mail Address [kbegay@nnchapters.org](mailto:kbegay@nnchapters.org)

## 2. Type of Housing Assistance

- ☒ Complete New House 28x44
- ☐ Completion of Incomplete House
- ☐ Addition Size: \_\_\_\_\_
- ☐ House Renovation ☐ Handicapped
- ☐ Trailer Renovation ☐ Weatherization
- Complement
- ☐ Plumbing ☐ Housewiring
- ☐ Cabinets ☐ Roofing

3. Client(s) Name(s) Francine Begay Shorty

## 4. Project Schedule

- a. Planned Start Date 10/1/2024
- b. Anticipated End Date 10/1/2026

## 5. Project Construction Cost:

a. Clearances (Arch Clr, EA) .....	\$	
b. Architectural Floorplans .....	\$	
c. Site work/Utilities .....	\$	
d. Materials } 28 x 44	\$	
e. Labor } x \$110 / SF	\$	135,520.00
f. Other } UNTF Workcrew	\$	
<b>TOTALS</b>	<b>\$</b>	<b>135,520.00</b>

## 6. Match Funding Sources:

UNTF Percent 54%

a. NRF 16-03-22-617	\$	1,546.83
b. NRF 19-10-22-713	\$	16,585.48
c. NRF ##	\$	44,214.00
d. UNTF ##	\$	73,173.69
e. _____	\$	
f. _____	\$	

TOTALS \$ 135,520.00 ← these totals must match up → \$ 135,520.00

7. Signed Chapter Resolution ☐ Attached

## 8. Scope of Work (attach a description answering the following or attach documents)

- a. Description of project (what is the project: new house, addition, bathroom & kitchen work, repairs, renovation?)
- b. Plan to Execute Project (describe clearly and specifically who will build this project: contractor, chapter crew, self-help).  
If UNTF work crew, include a letter signed by the Chapter officials to request UNTF to build the project.
- c. Status of Homesite Lease 1) signed HSL, 2) Legal Survey, 3) Archaeological Study, 4) Cultural Resource Compliance Form (Arch Clearance by NN-HPD), and 5) Bio Clearance by NN Fish & Wildlife (Endangered Species Study)
- d. Size of the House Approved by the Chapter
- e. Listing of eligible Utah Navajo families that will benefit from this project
- f. Utility Arrangements: how will project be provided with utilities (type, distance, cost, schedule)
- g. If joint project, identify other organizations or agencies involved with this project

## FOR UNTF OFFICIAL USE ONLY

- ☐ Signed Chapter Resolution
- ☐ Description of the Project (Scope of Work)
- ☐ New House Size or Addition Size
- ☐ Scope of Work for Renovation or Repairs
- ☐ Contract or Labor schedule
- ☐ Homesite Lease & Legal Land Survey
- ☐ Archaeological Study & Cultural Resource Compliance Form
- ☐ Biological Study & Clearance by NN-Fish & Wildlife
- ☐ List of Eligible Recipients
- ☐ Utility Arrangements

Date rec'd at UNTF Office \_\_\_\_\_

Reviewed by 

--	--	--	--

Date recommended by DAC \_\_\_\_\_

Date approved by BOT \_\_\_\_\_

Date approved by NRF \_\_\_\_\_

Project No. Assigned \_\_\_\_\_



8. Scope of Works (attach a description answering the following or attach documents)
- a. Signed Chapter Resolution  
Chapter Resolution: OLJ06-15-2019 is attached
  - b. Brief description of project  
Francine requested for a 44 X 28 3 bedroom house. Oljato Chapter allocated \$10,500.00 to complete the footage which has been completed. Francine husband and uncle completed the footage.  
At this time, they would like to continue with constructing which is in their second phase.
  - c. Is this project is Not located in Utah, attach justification including UNTF proportionate share analysis  
Project is located East of Eagle Mesa, 5 miles North of Monument Valley Junction on Highway 163 in San Juan County.
  - d. Status of Land survey, Archaeological Clearance/Environmental Assessments, and other clearances/permits  
Copies are attached.
  - e. Floorplan with measurements of building and rooms  
44 X 28 - Attached
  - f. Listing of eligible Utah Navajo families that will benefit from this project  
N/A
  - g. If joint project, identify other organizations or agencies involved with this project.  
N/A
  - h. Utility Arrangements: how will project be provided with utilities (type, distance, cost, schedule)  
NTUA Power Line is near the house being build.  
Francine has submitted her name to OEH for water line extension.



OLJATO CHAPTER/ADMINISTRATION  
PO BOX 360455  
MONUMENT VALLEY, UTAH 84536  
Email: [oljato@navajochapters.org](mailto:oljato@navajochapters.org)  
Phone: 435-727-5850/Fax: 5852

Herman Daniels, Council Delegate  
Willis Begay, President  
Jean Holiday, Vice-President  
Marietta Bedonie, Secretary/Treasurer  
Benedict Daniels, Grazing Committee Member

---

## RESOLUTION OF THE OLJATO CHAPTER

Resolution No: OLJ05-02-2024-NB2

**REQUESTING FUNDING FROM THE STATE OF UTAH-NAVAJO TRUST FUND (UNTF) AND THE STATE OF UTAH NAVAJO REVITALIZATION FUND (NRF) TO APPROVE FUNDING FOR HOUSING ASSISTANCE FOR FOUR (4) CLIENTS: FRANCINE SHORTY, ROGER NELSON, AVERY ATENE, AND PATTY BEDONIE, THAT WERE PREVIOUSLY PROVIDED A SMALLER AMOUNT OF FUNDING AND NEED MORE FUNDING TO COMPLETE THEIR NEW HOUSE PROJECTS AS INDICATED ON THE ATTACHED FOUR (4) SCATTERED SITE NEW HOUSE FUNDING PLAN SPREADSHEET**

**WHEREAS;**

1. Pursuant to the Navajo Nation Code, Section 4001 (D) and 4028 (a), (b), the Oljato Chapter is established and certified as a local government entity of the Navajo Nation vested with the authority to review all matters affecting the Chapter and submit appropriate recommendations to the Navajo Nation Government or other local agencies by resolution; and
2. Pursuant to 26 N.N.C., Chapter 1: Navajo Nation Chapter, Section 1., (B) (1) & (2), The Navajo Nation Council delegated to Chapter governmental authority with respect to local matters consistent with Navajo Law, including custom and tradition and allows the chapter to make decisions to govern with responsibility and accountability to community membership; and
3. The Oljato Chapter advocates in the best interest of its community members to receive housing assistance according to the Oljato Chapter Housing Assistance Policy; and
4. The Oljato Chapter has set up a Chapter Housing Committee to receive applications, review, prioritize, and recommend Chapter clients that have all the required documents to receive housing assistance; and
5. The Oljato Housing Committee has reviewed numerous clients to receive housing assistance. It has come to understand that there were four (4) clients: Francine Shorty, Roger Nelson, Avery Atene, and Patty Bedonie that were previously approved but an insufficient amount of funding was approved. These four clients will need additional funding to complete their house projects. A cost estimate and funding plan was developed to complete these houses and is attached to this resolution; and
6. The Oljato Chapter requests the assistance of UNTF to build these houses with a building contractor or with the UNTF Construction/Maintenance work crews; and
7. The Oljato Chapter has many of its constituents that have been assisted for a long time and are in dire need of housing assistance. The Chapter and the Housing Committee recommend assisting these clients listed in accordance with the attached spreadsheet.

**NOW THEREFORE BE IT RESOLVED THAT;**

1. Requesting Funding from the State of Utah-Navajo Trust Fund (UNTF) and the State of Utah Navajo Revitalization Fund (NRF) to approve funding for Housing assistance for four (4) clients: Francine Shorty, Roger Nelson, Avery Atene, Patty Bedonie that were previously provided a smaller amount of funding and need more funding to complete their new house projects as indicated on the attached four (4) scattered site new house funding plan spreadsheet.

**CERTIFICATION**

We hereby certify that the foregoing resolution was duly considered by the Oljato Chapter at a regular duly called meeting at Oljato, Navajo Nation, Utah at which a quorum was present and that same was passed by a vote of 21 in favor, 0 opposed and 3 abstained, this 26th day of May, 2024.

1<sup>st</sup> Motion by: Helen Myerson

2<sup>nd</sup> Motion by: Jonathan Kaytso

Willis Begay

Willis Begay, Chapter President

Jean Holiday

Jean Holiday, Vice-President

Marietta Bedonie

Marietta Bedonie, Secretary/Treasurer

# THE NAVAJO NATION

FORM NN200RL  
April, 2017

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

## HOMESITE LEASE (Tribal Member Only) (Trust or Restricted Land Only)

THIS LEASE is made and entered into by and between THE NAVAJO NATION, P.O. Box 9000, Window Rock, Navajo Nation (Arizona) 86515,

("Lessor"), and Francine Paulette Shorty, C# \_\_\_\_\_

and N/A, C# N/A

whose address is \_\_\_\_\_

("Lessee") in accordance with 2 N.N.C. §§ 501 (B) (2) and (3), 16 N.N.C. § 2301, and Resolution No. RDCO-74-16 of the Resources Committee of the Navajo Nation Council, the provisions of 25 U.S.C. § 415 (e) as implemented by the regulations contained in 25 C.F.R. Part 162, the Navajo Nation General Leasing Act regulations, the Navajo Nation Homesite Policies and Procedures regulations, and all amendments or successors thereto, which by this reference are made a part hereof. In the event this Lease is held by two or more persons, it shall be held in the following tenure:

N/A

### WITNESSETH:

#### 1. DEFINITIONS.

(A). "Approved Encumbrance" means an encumbrance approved in writing by the Lessor.

(B). "Encumbrancer" means the owner and holder of an Approved Encumbrance, or either of them.

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 Ojato Chapter of the Navajo Nation, (County of San Juan State of Arizona) which is more particularly described in Exhibit "A-1" attached hereto and by this reference made a part hereof, containing approximately 1.00 acre(s), more or less, subject to any prior, valid existing rights-of-way. There is hereby reserved and accepted from the leased premises rights-of-way for utilities constructed by or on authority of Lessor.

#### 3. USE OF LEASED PREMISES.

(A). Lessee shall develop, use, and occupy the leased premises for residential purposes only and said premises shall not be used for any other purpose. Lessee may construct, improve, and maintain a dwelling and related structures on the leased premises and may otherwise develop, use, or occupy said premises for residential purposes only.

(B). Lessee agrees not to use or cause to be used any part of the leased premises for any unlawful conduct or purpose.

4. **TERM.** Lessee shall have and hold the leased premises for a term of beginning on March 20, 2019 and ending on 75 Years. This Lease may be renewed for an additional primary term by approval of the Navajo Land Department, provided that this Lease is in good standing at the time of application. Lessee shall give written notice of intent to renew this Lease to the Department Manager of the Navajo Land Department, or its successor agency or department, at least six (6) months, but no more than twelve (12) months, prior to the expiration date of this Lease. Renewal of



APPROVED:  
20 March 19  
Date

THE NAVAJO NATION, LESSOR  
[Signature]  
By: \_\_\_\_\_  
Department Manager, Navajo Land Department

LESSEE(S):

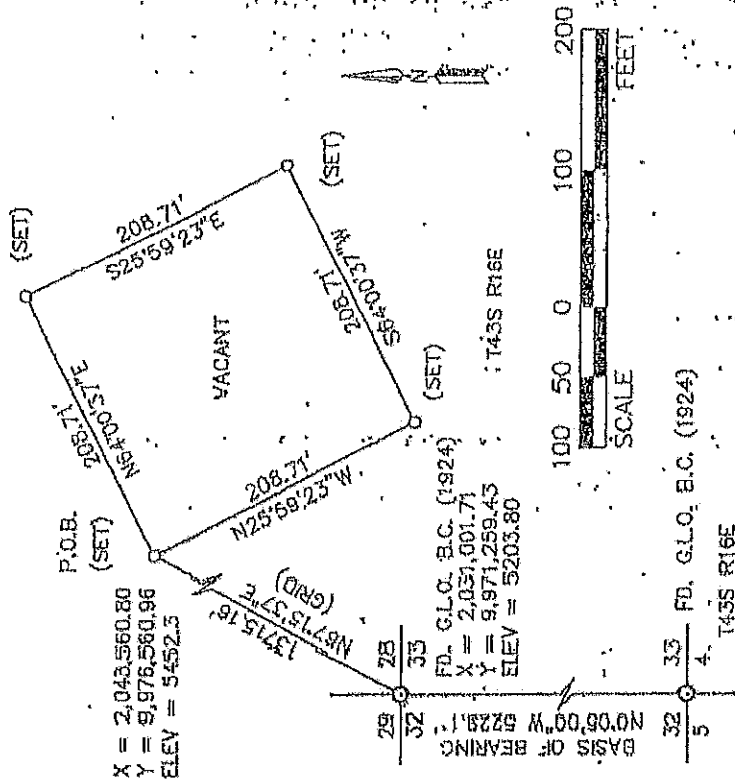
[Signature]  
LESSEE Signature

Francine Paulette Shorty  
Print Name

\_\_\_\_\_  
LESSEE Signature

\_\_\_\_\_  
Print Name

HOMESITE NO.

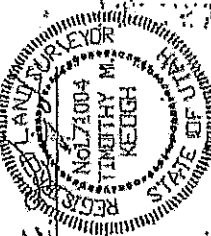


IS OF BEARING US THE LINE OF SECTION 33, T43S, R16E, S1/4M, AS  
ON U.S.G.L.O. SURVEY AND REFER TO TRUE NORTH  
REBAR WITH CAP (SET) ON ALL CORNERS OF TRACT, UNLESS INDICATED  
WISE.  
GROUND DISTANCES AROUND TRACT.  
ENCLAVING UTILITIES NOT LOCATED.  
BEARING & DISTANCE IS GRID NORTH, N.A.D. 83 S.P.C. UTAH SOUTH.

TRACT DESCRIPTION  
A PARCEL OF LAND SITUATED WITHIN THE NORTHWEST  
QUARTER (NW 1/4) OF SECTION 26, TOWNSHIP 43 SOUTH,  
RANGE 16 EAST, SALT LAKE BASE MERIDIAN, IN THE VICINITY  
OF OJATO, SAN JUAN COUNTY, STATE OF UTAH, AND IS  
MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE NORTHWEST CORNER OF SECTION 33,  
T43S, R16E, S1/4M, A FOUND UNITED STATES GENERAL  
LAND OFFICE SURVEY BRASS CAP DATED 1924, (UTAH  
STATE PLANE COORDINATES, SOUTH ZONE X = 2031,001.71,  
Y = 9,971,259.43, ELEV = 5203.80 N.A.D. 1983)  
THENCE RUN N 87°15'37\" E, 13715.15 FEET TO THE POINT  
OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;  
THENCE N 64°00'37\" E, 208.71 FEET;  
THENCE S 23°59'23\" W, 208.71 FEET;  
THENCE N 23°59'23\" W, 208.71 FEET;  
THENCE N 23°59'23\" W, 208.71 FEET; TO THE POINT OF  
BEGINNING.  
BEING 1.0 ACRE(S) MORE OR LESS, IN AREA, AND BEING  
SUBJECT TO ANY AND ALL EXISTING EASEMENTS FOR  
UNDERGROUND UTILITIES LOCATED THEREIN,  
SURVEYED JULY 23, 2004 BY KEUGH LAND SURVEYING  
MOORE, UTAH

## SURVEYOR'S CERTIFICATE

MOTIV M. KEUGH DO HEREBY CERTIFY THAT I AM A REGISTERED  
LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 171004 AS  
CREATED UNDER THE LAWS OF THE STATE OF UTAH, AND I FURTHER  
CERTIFY THAT THIS PLAT WAS PREPARED FROM FIELD NOTES OF AN ACTUAL  
SURVEY MEETING THE MINIMUM REQUIREMENTS OF THE STANDARDS FOR LAND  
SURVEYS AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND  
FAITH.



TIMOTHY M. KEUGH

JASON &amp; FRANCINE PAULETTE-BEGAY.

SCALE:	1" = 100'
DATE:	8/13/04
SURVEYED BY:	MOCK
DRAWN BY:	EL
CHECKED BY:	THK

1.00 AC ±

DISTRICT OF, NAVAJO INDIAN RESERVATION  
NW 1/4 OF SECTION 26, T43S, R16E, S1/4M  
OJATO, SAN JUAN COUNTY, UTAH

ARCHAEOLOGICAL INVENTORY REPORT DOCUMENTATION PAGE (HPD JAN/91)

1. HPD REPORT NO.	2. (FOR HPD USE ONLY)	3. RECIPIENT'S ACCESSION NO.
4. TITLE OF REPORT: ETD-07-017: <i>A Cultural Resources Inventory of a One Acre Homestead (ft 29,634) for Francine Begay and Jason Begay located in Oljato Chapter, San Juan County, Utah.</i>		5. FIELDWORK DATE: 09/13/2007
Author(s): Mathilda Burke		6. REPORT DATES: 09/18/2007
7. CONSULTANT NAME AND ADDRESS: Gen'l Charge: Mathilda Burke Org. Name: ETD, Inc. Org. Address: 2101 N. Fourth St, Suite 201 Flagstaff, Arizona 86004 Telephone: (928) 779-6032		8. PERMIT NO. B07426
10. SPONSORING ORGANIZATION NAME AND ADDRESS: Ind. Responsible: Dorothy Phillips Org. Name: Utah Navajo Trust Fund Org. Address: 151 East 500 North Blanding, UT 84511 Telephone: (435) 678-1460		9. CONSULTANT REPORT NO. ETD-07-017
11. SPONSOR PROJECT NO. N/A		12. AREA OF EFFECT: 1.0 ac/0.4 ha AREA SURVEYED: 2.88 ac/1.17 ha
13. LOCATION (MAP ATTACHED): The project area is located within the vicinity of Oljato Chapter approximately a quarter of a mile west of the Living Water Church and south of US Highway 163. See Figure 1 and Figure 2 for general and specific location.		
a. Chapter: Oljato	e. Land Status: Navajo Tribal Trust	
b. Agency: Western	f. UTM Coordinates: a. 578448 E, 4097993 N	
c. County: San Juan	b. 578534 E, 4097955 N	
d. State: Utah	c. 578508 E, 4098022 N	
	d. 578484 E, 4097921 N	
	g. Legal Location: T43S, R16E Section 26 (NW 1/4, NW 1/4, SW 1/4)	
	h. Map: <i>Monument Pass, Utah</i> Provision Edition 1988	

14. REPORT // OR SUMMARY (REPORT ATTACHED) // OR PRELIMINARY REPORT //

A. Description of Undertaking: The lead federal agency is the Bureau of Indian Affairs (BIA). The client proposes to build a house and install all on-site utilities. Surface and subsurface disturbances will be extensive within the 1.0 ac/0.4 ha area of effect resulting from construction of the home and installation of utilities.

B. Existing Data Review: A check of NNHPD records indicates that no projects have been previously conducted within a 500 ft radius of the proposed project area and no sites were recorded.

C. Area Environmental & Cultural Setting: The project area is located a quarter of a mile west of the Living Water Church and south of US Highway 163. The topography of the project area is characterized as relatively flat with small stabilized sand dunes. The nearest drainage is an unnamed drainage located approximately 990 ft/300 m southeast and ventually drains into Mitchell Butte Wash located southwest of the project area. Elevation of the project area is approximately 5,450 ft/1,661 m above mean sea level. The project area is located in the Plains and Great Basin Grassland biotic community. Vegetation in the area consists of rabbitbrush (*K'iltsoi nitsaatglt*), snakeweed (*Ch'il diyésetsoh*), narrow-leaf yucca (*Talavosh tsá'dzi 'is'óóz*), prickly-pear cactus (*Hosh niteell*), blackbrush (*Ch'il lizhnt*), Mormon tea (*Tl'oh azihit libáhtglt*), Indian-rice grass (*Nidilidilt*), juniper (*Gad blq'igt*), and various bunch grasses. The soil is described as fine-grained, light-brown collan soil eroding out of the collan deposits. Causes of disturbances include livestock grazing and natural erosion.

D. Field Methods: A Class III pedestrian inventory was conducted by Mathilda Burke, using concentric pedestrian transects spaced approximately 7.5 m apart. The area of effect is approximately 1 ac/.40 ha while the area surveyed is a 200 ft radius or 2.88 ac/1.17 ha. This method provided 100% coverage of the total area surveyed. An ethnographic interview was conducted in English by Mathilda Burke with Francine Begay's father, a local resident, concerning burials, sacred places, and plant/herb gathering areas in order to determine if there were any potential TCPs in or near the proposed project area. Her father

stated that there were no TCPs in or around the project area.

**15. CULTURAL RESOURCE FINDINGS:**

A. Location/Identification of Each Resource: No cultural resources were encountered during the time of survey.

B. Evaluation of Significance of Each Resource: No cultural resources were encountered during the time of survey.

**16. MANAGEMENT SUMMARY (RECOMMENDATION):** A determination of "no historic properties affected" is recommended for the proposed undertaking. We recommend that the clients be allowed to proceed with construction as planned.

**17. CERTIFICATION:**

SIGNATURE: Mallinda Burke

DATE: 9/18/07

General Charge & Direct Charge Name: Mallinda Burke, Project Archaeologist, ETD, Inc.

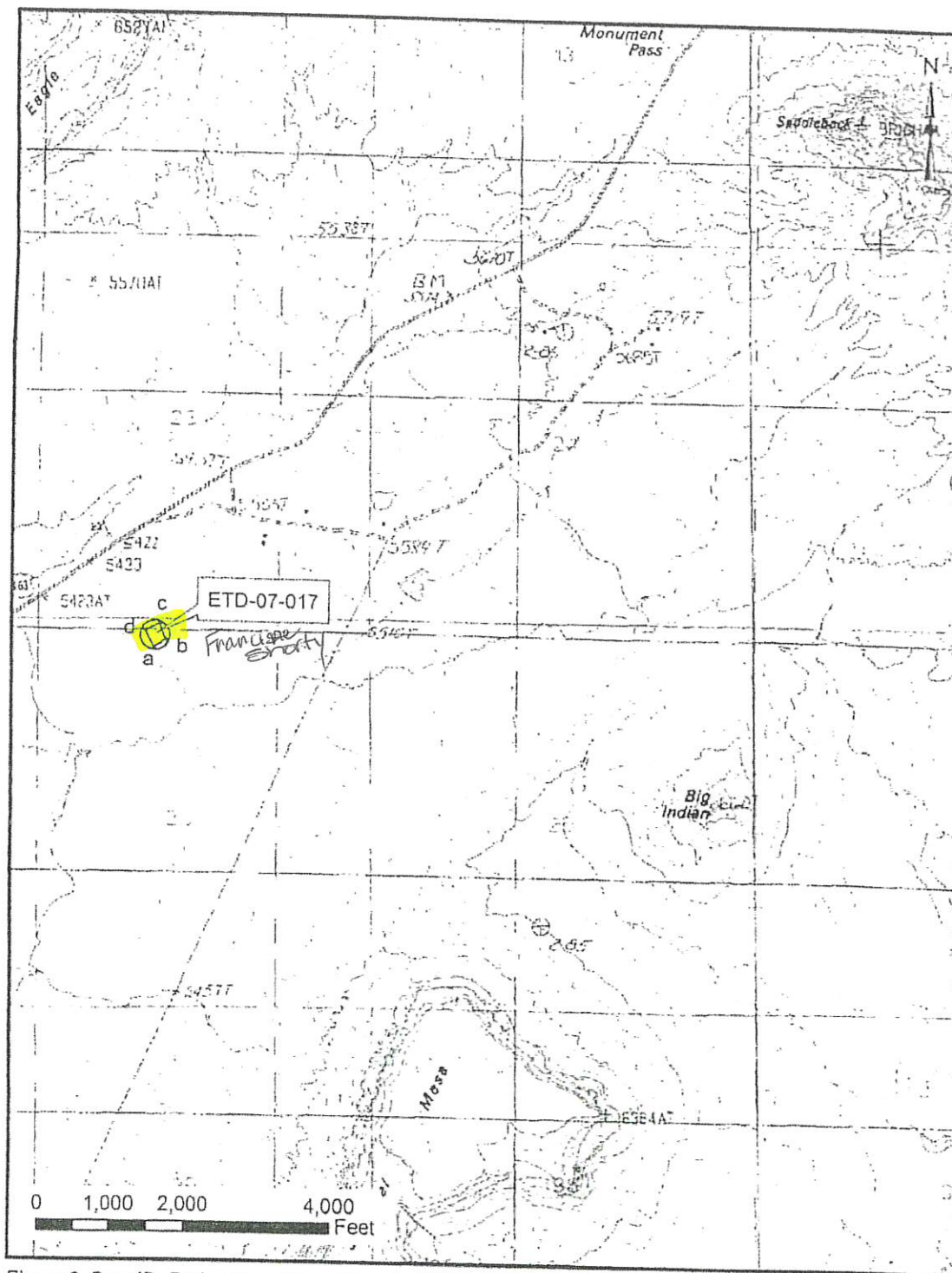


Figure 2. Specific Project Location of Francine Begay and Jason Begay's Homesite for ETD-07-017. USGS 7.5' Map: Monument Pass, Utah Provisional Edition 1988.



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

ROUTING: COPIES TO  
UT  
XX  
SHPO  
REAL PROPERTY MGT/130  
ETD

NNHPD NO. HPD-07-1  
OTHER PROJECT NO. \_\_\_\_\_  
ETD-07- \_\_\_\_\_

PROJECT TITLE: ETD 07-017: A Cultural Resources Inventory of a One Acre Homestead (#29,634) for Francine Begay and Jason Begay Located in Ojato Chapter, San Juan County, Utah

LEAD AGENCY: BIA/NR

SPONSOR: Dorothy Phillips Utah Navajo Trust Fund 151 East 500 North Blanding, Utah 84511

PROJECT DESCRIPTION: The proposed undertaking will involve the construction of a house and associated facilities within the 1.0 acre lease area. Ground disturbance will be extensive and intensive.

LAND STATUS: Navajo Tribal Trust

CHAPTER: Ojato

LOCATION: T.43S, R.16E; Section 26; Monument Pass Quadrangle; San Juan County, Utah, SLP

PROJECT ARCHAEOLOGIST: Mathilda Burke  
NAVAJO ANTIQUITIES PERMIT NO.: B07426

DATE INSPECTED: 9/13/07

DATE OF REPORT: 9/18/07

TOTAL ACREAGE INSPECTED: 2.88

METHOD OF INVESTIGATION: Class III pedestrian inventory with transects spaced 7.5 in apart.

LIST OF CULTURAL RESOURCES FOUND:

LIST OF ELIGIBLE PROPERTIES:

LIST OF NON-ELIGIBLE PROPERTIES:

LIST OF ARCHAEOLOGICAL RESOURCES:

None

None

None

None

EFFECT/CONDITIONS OF COMPLIANCE: No historic properties affected.

In the event of a discovery ["discovery" means any previously unidentified or incorrectly identified cultural resources including but not limited to archaeological deposits, human remains, or locations reportedly associated with Native American religious/traditional beliefs or practices], all operations in the immediate vicinity of the discovery must cease, and the Navajo Nation Historic Preservation Department must be notified at (928) 871-7148.

FORM PREPARED BY: Rutia Anderson

FINALIZED: October 2, 2007

Notification to  
Proceed Recommended:  
Conditions:

Yes XX No \_\_\_\_\_  
Yes \_\_\_\_\_ No: XX

John S. Downer  
Navajo Nation Historic Preservation Officer

10-8-07  
Date

Navajo Region Approval:

Yes X No \_\_\_\_\_

Lillie K. Brown  
Acting Regional Director

10-19-07  
Date



THE NAVAJO NATION  
Department of Fish and Wildlife  
PO Box 1480, Window Rock, AZ 86515, (928) 871-6452

### HOME SITE BIOLOGICAL CLEARANCE FORM

Applicant Name & Address: Jason & Francine P. Begay	NNHP No: 18HSL-	
	Agency: Tuba City/Western	Chapter: Ojato

Homesite Location:	Lat/Long: 37 Degrees 1' 35. N, 110 Degrees 7' 8. W NAD83 Ojato, San Juan County, UT
--------------------	--

In Compliance with the Navajo Nation Biological Resources Land Use Clearance Policies and Procedures (RCP), the Homesite Lease Policy & Procedures of 2014 and all other applicable Navajo Nation and Federal laws, regulations and policies, this Homesite lease (HSL) has been reviewed and meets the following requirements:

<input type="radio"/>	Administrative Action for Active Homesite Lease; Includes HSL Lease Renewals, HSL Modifications, HSL Transfers, Probate, and Home Renovations on existing homes.
<input type="radio"/>	Area 4: Homesite Lease is located within the Community Development Area.
<input checked="" type="radio"/>	Sufficient: Biological review has determine the HSL will not significantly impact the wildlife resources, threatened and endangered species including plants and their habitats.
<input type="radio"/>	Other:

Prepared by: Sonja Detsoi, Wildlife Technician	Date: 20-Jun-2018
Project Recommended for Approval to Proceed:	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Gloria M. Tam, Director, Navajo Nation Department of Fish & Wildlife	Date: 6/21/18

The biological clearance is valid for the one (1) new Homesite Lease identified in this review and for a period of 2 years from the issuance date.

If you have additional questions, please contact the Navajo Natural Heritage Program at (928) 871-6472 or (928) 871-7062. Thank you.



Navajo Natural Heritage Program  
PO Box 1480  
Window Rock, AZ 86515  
(928) 871-7062  
[www.nndfw.org](http://www.nndfw.org)

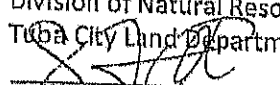




# THE NAVAJO NATION

RUSSELL BEGAYE : President  
JONATHAN NEZ : Vice President

## Memorandum

To: W. Mike Halona, Department Manager  
Navajo Land Department  
Division of Natural Resources  
Attn: Tuba City Land Department  
From:   
Steven T. Chischilly Jr., Environmental Specialist  
Navajo Nation General Land Development Department  
Division of Natural Resources  
Date: September 28, 2018

### Home Site Lease Information:

Lease applicant(s): Begay, Jason and Begay, Francine  
Chapter: Oljato County and State: San Juan / Utah  
Latitude/Longitude (DMS): North 37°1'35.. West 110°7'8.. NAD 83

The General Land Development Department's environmental compliance determination (ECD) confirms the above mentioned home site lease (HSL) application meets the environmental clearance criteria of the Navajo Nation General Leasing Regulations (16 N.N.C. § 2301 et. Seq.). The proposed HSL poses no significant impact(s) to the cultural, biological and the natural environments of the Navajo Nation.

In addition, the ECD is valid so long as the "Effect/Conditions of Compliance" out-lined on "Cultural Resources Compliance Form (NNHPD No. HPD-07-883)" and the "Home Site Biological Clearance Form (NNHP No. 18HSL-0148)" are implemented.

If there are any questions, do not hesitate to contact me at Stchischilly@navajo-nsn.gov or at (928)-871-6447. Thank you.

28 - 0

44 - 0

NAME OF CLIENT  
CHAPTER

20141121 11:21:21 AM

Sutherland Yellow Floorplan

## 1. Sponsoring Organization

- a. Name of Organization **Red Mesa Chapter**
- b. Mailing Address **PO Box 422**  
City, State, Zip **Montezuma Creek, UT 84534**
- c. Contact Person **Ronilda Joe, CSC**
- d. Telephone Number **(928) 656-3656**
- e. Telefax Number **(928) 656-3680**
- f. E-mail Address **[rjoe@nnchapters.org](mailto:rjoe@nnchapters.org)**

3. Client(s) Name(s) Kenneth and Colleen Slim

## 2. Type of Housing Assistance

- ☐ Complete New House
- ☐ Completion of Incomplete House
- ☒ Addition 12' x 12'
- ☒ House Renovation ☐ Handicapped
- ☐ Trailer Renovation ☐ Weatherization
- Complement
- ☒ Plumbing ☒ Housewiring
- ☒ Cabinets ☒ Roofing

## 4. Project Schedule

- a. Planned Start Date 11-Jun-24
- b. Anticipated End Date 11-Jun-25

## 5. Project Construction Cost:

a. Clearances (Arch Clr, EA) .....	\$ 0.00
b. Architectural Floorplans .....	\$
c. Site work/Utilities .....	\$
d. Materials .....	\$ 22,639.74
e. Labor .....	\$ 18,592.17
f. Other .....	\$
<b>TOTALS</b>	<b>\$ 41,231.91</b>

## 6. Match Funding Sources:

UNTF Percent 100%

a. UNTF FY -	\$ 18,592.17
b. NRF FY -	\$ 22,639.74
c. ....	\$
d. ....	\$
e. ....	\$
f. ....	\$
<b>TOTALS</b>	<b>\$ 41,231.91</b>

these totals must match up

## 7. Signed Chapter Resolution

☒ Attached

## 8. Scope of Work (attach a description answering the following or attach documents)

- a. Description of project (what is the project: new house, addition, bathroom & kitchen work, repairs, renovation?)
- b. Plan to Execute Project (describe clearly and specifically who will build this project: contractor, chapter crew, self-help).  
If UNTF work crew, include a letter signed by the Chapter officials to request UNTF to build the project.
- c. Status of Homesite Lease 1) signed HSL, 2) Legal Survey, 3) Archaeological Study, 4) Cultural Resource Compliance Form (Arch Clearance by NN-HPD), and 5) Bio Clearance by NN Fish & Wildlife (Endangered Species Study)
- d. Size of the House Approved by the Chapter
- e. Listing of eligible Utah Navajo families that will benefit from this project
- f. Utility Arrangements: how will project be provided with utilities (type, distance, cost, schedule)
- g. If joint project, identify other organizations or agencies involved with this project

## FOR UNTF OFFICIAL USE ONLY

- ☒ Signed Chapter Resolution RMC-09-051324
- ☒ Description of the Project (Scope of Work)
- ☒ New House Size or Addition Size 12' x 12' Addition
- ☒ Scope of Work for Renovation or Repairs
- ☒ Contract or Labor schedule UNTF Workcrews
- ☒ Homesite Lease & Legal Land Survey
- ☒ Archaeological Study & Cultural Resource Compliance Form
- ☒ Biological Study & Clearance by NN-Fish & Wildlife (Existing Prior to 2016)
- ☒ List of Eligible Recipients
- ☒ Utility Arrangements Existing house and utilities

Date rec'd at UNTF Office 5/28/24Reviewed by JA

Date recommended by DAC \_\_\_\_\_

Date approved by BOT \_\_\_\_\_

Date approved by NRF \_\_\_\_\_

Project No. Assigned \_\_\_\_\_



## SCOPE OF WORK:

- a. Description of project (what is the project: new house, Addition, bathroom & kitchen work, repairs, renovation?) A complete 12' x 12' Addition adjunct to kitchen, a major renovation to the existing kitchen and bathroom including kitchen cabinets, propanel steel roofing on the entire house will be built for *Kenneth and Colleen Slim* from footing for foundation, subflooring, framing walls (exterior/ interior), install doors & windows, siding & insulations, kitchen cabinets, kitchen and bathroom appliances. Proceed with remaining construction to complete the project with electrical and plumbing rough-in and trim-out. Attached is a floor plan lay-out provided by the family
- b. Plan to Execute Project (describe clearly and specifically who will build this project: contractor, chapter crew, self-help). If UNTF work crew, include a letter signed by the Chapter Officials to request UNTF to build the project: This new house construction will be built by UNTF Housing Crew with complete house wiring and plumbing system.
- c. Status of Homesite Lease 1) signed HSL, 2) Legal Survey, 3) Archaeological Study, 4) Cultural Resource Compliance Form (Arch Clearance by NN-HPD), and 5) Bio Clearance by NN Fish & Wildlife (Endangered Species Study): All the necessary documents are attached.
  - i. Signed HSL
  - ii. Legal Survey
  - iii. Archaeological Study
  - iv. Cultural Resource Compliance Form (Arch Clearance by NN-HPD)
  - v. In progress, applicant waiting on their Bio Clearance from NN Fish and Wildlife
- d. Size of the house approved by the Chapter: Addition 12' x 12'
- e. List of eligible Utah Navajo Families that will benefit from this project: The applicant has three household memberships. Applicants: Kenneth and Colleen Slim; their son Kendrick
- f. Utility Arrangements: How will the project be provided with utilities (type, distance, cost, schedule): Power Line and waterline are within service line extension. Cost estimates will be made available until the new house is completed by the utility companies
- g. If joint project, identify other organizations or agencies involved with this project: The UNRF will provide financial funding sources to complete this project. Along with Navajo Tribal Utility Authority and Office of Environmental Health for utility hook-ups

Tony Dayish, UNTF Administrator  
Utah Navajo Trust Fund Office  
151 East 500 North  
Blanding, Ut 84511

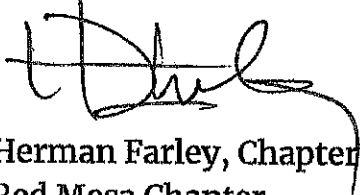
Mr. Dayish;

The Red Mesa Chapter is requesting for your housing work crew to technically assist with the new housing construction man-power for Red Mesa Chapter Community Housing Project. We have included the manpower budget in the overall total project cost.

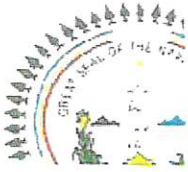
We're certainly appreciative of all the manpower work activities conducted in completing all the housing construction that were done for our constituents in our community.

We need to continue to work together in coordinating these projects. Should you have any questions, please call Ronalda Joe, CSC. Thank you for all your effort.

Sincerely,

A handwritten signature in black ink, appearing to read 'Herman Farley', with a stylized flourish extending from the end.

Herman Farley, Chapter President  
Red Mesa Chapter



**RED MESA CHAPTER**  
Red Mesa, Navajo Nation, Utah



Resolution# RMC-09-051324

**RESPECTFULLY SUPPORTING AND APPROVING A REQUEST TO THE UTAH NAVAJO TRUST FUND AND UTAH NAVAJO REVITALIZATION FUND BOARD OF TRUSTEES TO ALLOCATE FUNDS TO ASSIST COMMUNITY MEMBERS KENNETH/COLLEEN SLIM TO INCLUDE LABOR AND HOUSING MATERIAL COSTS FOR HOME ADDITION AND RENOVATION PROJECT ON THEIR HOME.**

**WHEREAS:**

1. Pursuant to 26 N.T.C. Section 1, (1), (2) and Section 103, (B), the Red Mesa Chapter is recognized as a local government entity and delegated certain authorities and responsibilities with respect to local matters consistent with the Navajo Nation Laws; and
2. Pursuant to 26 N.T.C. Section 4028 (a), the Red Mesa Chapter has the authority to review all matters affecting the community and make appropriate recommendations to the Navajo Nation, County, and State Government Agencies; and
3. Red Mesa Chapter's desires that its constituents reside in a safe and healthy home allowing them to live healthy, happy lives; and
4. The Red Mesa Chapter Housing Committee forwarded their recommendations from their quarterly meeting on March 03, 2023, and recommended community members Kenneth/Colleen Slim to be considered for home addition and renovation project to their current home and they are both from the Red Mesa Chapter service areas; and
5. A Resolution #RMC-06-032023 was approved through Chapter approval by community members and was submitted for material costs only to the UNRF, but a request was presented to include labor costs to the UNTF too; and
6. A new resolution was voted and approved at the May 13, 2024, Regular Chapter meeting for:  
UNTF- \$18,592.17 (*Labor Costs*)                      UNRF- \$22,639.74 (*Housing materials*)
7. The named community members are registered voters of Red Mesa Chapter and have a completed and approved homesite lease.

**NOW THEREFORE BE IT RESOLVED THAT:**

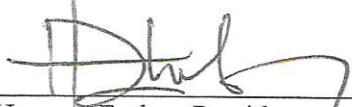
The Red Mesa Chapter hereby respectfully support and approve a request to the Utah Navajo Trust Fund and Utah Navajo Revitalization Fund Board of Trustees to allocate funds to assist community members Kenneth/Colleen Slim to include Labor and Housing Materials Costs for Home Addition and Renovation Project on their home.

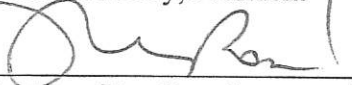
**CERTIFICATION**

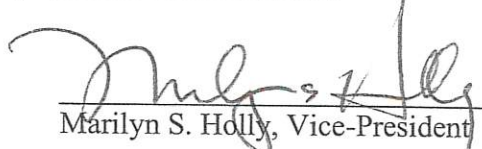
We hereby certify that the foregoing resolution was duly considered by the Red Mesa Chapter of the Northern Agency at a duly called meeting in Red Mesa, Navajo Nation, Utah, at which a quorum was present and that same passes by a vote of 27 in favor, 00 opposed, and 05 abstained on this 13<sup>th</sup> day of May 2024.


Motioned by: Mr. Wilford Jones

Seconded by: Mr. Harrison Nakai Sr.

  
Herman Farley, President

  
Marlene Dee-Ben, Secretary/Treasurer

  
Marilyn S. Holly, Vice-President

  
Curtis Yanito, Council Delegate

# THE NAVAJO NATION

FORM NN200RL  
April, 2017

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

## HOMESITE LEASE (Tribal Member Only) (Trust or Restricted Land Only)

THIS LEASE is made and entered into by and between THE NAVAJO NATION, P.O. Box 9000, Window Rock, Navajo Nation (Arizona) 86515,

("Lessor"), and Kenneth Slim, C# \_\_\_\_\_

and Colleen Slim, C# \_\_\_\_\_

whose address is \_\_\_\_\_

("Lessee") in accordance with 2 N.N.C. §§ 501 (B) (2) and (3), 16 N.N.C. § 2301, and Resolution No. RDCO-74-16 of the Resources Committee of the Navajo Nation Council, the provisions of 25 U.S.C. § 415 (e) as implemented by the regulations contained in 25 C.F.R. Part 162, the Navajo Nation General Leasing Act regulations, the Navajo Nation Homesite Policies and Procedures regulations, and all amendments or successors thereto, which by this reference are made a part hereof. In the event this Lease is held by two or more persons, it shall be held in the following tenure:

Joint Tenancy with Right of Survivorship

### WITNESSETH:

#### 1. DEFINITIONS.

(A). "Approved Encumbrance" means an encumbrance approved in writing by the Lessor.

(B). "Encumbrancer" means the owner and holder of an Approved Encumbrance, or either of them.

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 Red Mesa Chapter of the Navajo Nation, (County of San Juan, State of Utah) which is more particularly described in Exhibit " A " attached hereto and by this reference made a part hereof, containing approximately 1.00 acre(s), more or less, subject to any prior, valid existing rights-of-way. There is hereby reserved and accepted from the leased premises rights-of-way for utilities constructed by or on authority of Lessor.

#### 3. USE OF LEASED PREMISES.

(A). Lessee shall develop, use, and occupy the leased premises for residential purposes only and said premises shall not be used for any other purpose. Lessee may construct, improve, and maintain a dwelling and related structures on the leased premises and may otherwise develop, use, or occupy said premises for residential purposes only.

(B). Lessee agrees not to use or cause to be used any part of the leased premises for any unlawful conduct or purpose.

4. **TERM.** Lessee shall have and hold the leased premises for a term of beginning on June 10, 2024 and ending on June 09, 2089. This Lease may be renewed for an additional primary term by approval of the Navajo Land Department, provided that this Lease is in good standing at the time of application. Lessee shall give written notice of intent to renew this Lease to the Department Manager of the Navajo Land Department, or its successor agency or department, at least six (6) months, but no more than twelve (12) months, prior to the expiration date of this Lease. Renewal of

APPROVED:

10 June 2024

Date

THE NAVAJO NATION, LESSOR

By:

Department Manager, Navajo Land Department

WITNESSES:

*[Signature]*

LESSEE(S):

*[Signature]*  
LESSEE Signature

Kenneth Slim

Print Name

*[Signature]*  
LESSEE Signature

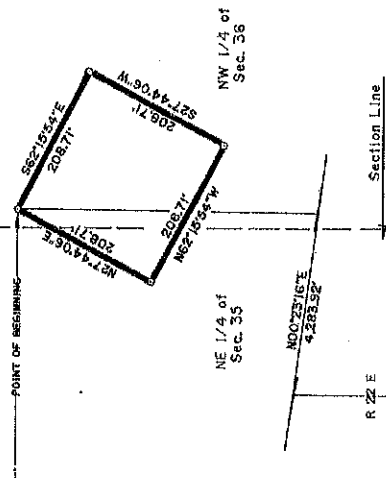
Colleen Slim

Print Name





NOTE:  
1. All bearings shown hereon are derived from the United States Standard Meridian Survey, and are in reference to TRUE NORTH.  
2. \*



T43S  
USBLM Cadastral Survey  
Brass Cap 1953

EAST  
ARIZONA/UTAH  
STATELINE

Qtr (W) Sec 36  
USBLM Cadastral Survey  
Brass Cap 1953

## TRACT DESCRIPTION

A PARCEL OF LAND SITUATED WITHIN THE PROTRACTED NORTHEAST QUARTER (NE $\frac{1}{4}$ ) OF SECTION 35, AND THE NORTHWEST QUARTER (NW $\frac{1}{4}$ ) OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 22 EAST, SALT LAKE BASIN MERIDIAN, IN THE VICINITY OF RED MESA, SAN JUAN COUNTY, STATE OF UTAH AND IS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE at the Southwest Corner of Section 36 on the Arizona/Utah Stateline, monumented with an United States Bureau of Land Management's Cadastral Survey Brass Cap, dated "1953";

THENCE run N 00° 23' 16" E; 4,283.92 feet to the Point of Beginning of the herein described parcel of land;

THENCE S 62° 15' 54" E; 208.71 feet;

THENCE S 27° 44' 06" W; 208.71 feet;

THENCE N 62° 15' 54" W; 208.71 feet;

THENCE N 27° 44' 06" E; 208.71 feet to the Point of Beginning.

Being 1.00 acre, more or less, in area, and being subject to any and all existing easements for underground utilities located therein.

Surveyed April 26, 1988 by the Office of Navajo Land Administration, the Navajo Tribe, Window Rock, Navajo Nation, Arizona.

Exhibit "A"

only

KENNETH/COLLEEN SLIM

SURVEYED BY	TC
DRAWN BY	JS
APPROVED BY	MAB
FIELD BOOK No.	171:41
JOB NUMBER	S/R 274
SCALE 1" =	200'

1.00 ± ACRES

DISTRICT 9-NAVAJO INDIAN RESERVATION  
(PROTRACTED)NE 1/4 of Sec. 35 & NW 1/4 of Sec. 36,  
T43S, R22E, SLBM

RED MESA, SAN JUAN COUNTY, UTAH

\* Underground Utilities Not Located

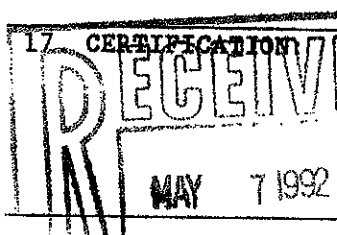
X—X— Denotes Fence Line

—P—P— Denotes Powerline

⊙ Denotes Section Corner

0 Denotes 5/8" Rebar

1. HPD REPORT NO.	2. (FOR HPD USE ONLY)	3. RECIPIENTS ACCESSION NO.
4. TITLE OF REPORT: An Archaeological Survey of the Proposed Kenneth and Colleen Slim Homesite near Red Mesa, San Juan County, Utah		5. FIELDWORK DATES 9/9/91
Author(s): Victoria J. Yazzie		6. REPORT DATE 10/3/91
7. CONSULTANT NAME AND ADDRESS: Gen'l Charge: Dr. Anthony L. Klesert, Ph.D., Director Org. Name: Navajo Nation Archaeology Department Org. Address: P. O. Box 689 Window Rock, Arizona 86515 Phone: (602) 871-6540		8. PERMIT NO. NTC
		9. CONSULTANT REPORT NO. NNAD 91-296
10. SPONSOR NAME AND ADDRESS: Ind. Responsible: Mr. Charlie Joe, Survey Administrator Org. Name: Office of Navajo Land Administration Org. Address: P. O. Box 308 Window Rock, Arizona 86515 Phone: (602) 871-6401		11. SPONSOR PROJECT NO. N/A
13. LOCATION (MAP ATTACHED): a. Chapter: Red Mesa b. Agency: Shiprock c. County: San Juan d. State: Utah e. Land Status: Navajo Reservation (Tribal Trust) f. UTM Center: Zone 12; 40969 N, 6371 E g. Area: See Supplemental Sheet 1/4 1/4 1/4; SLPM&B h. 7.5' Map Name(s): Gray Spot Rock, Utah, 1989 (Prov. Edition)		12. AREA OF EFFECT: 1.00 ac AREA SURVEYED: 2.88 ac
14. REPORT /X/ OR SUMMARY (REPORT ATTACHED) / / a. Description of Undertaking: The client proposes construction of a home and associated facilities at the homesite. Surface and subsurface disturbance will be extensive within the 208.71-foot (63.63-m) by 208.71-foot (63.63-m) area of effect at the homesite and will result from construction of the home and installation of utilities and associated facilities. b. Existing Data Review: see Supplemental Sheet. c. Area Environmental & Cultural Setting: see Supplemental Sheet. d. Field Methods: see Supplemental Sheet.		
15. CULTURAL RESOURCE FINDINGS: a. Location/Identification of Each Resource: None b. Evaluation of Significance of Each Resource (above): N/A		
16. MANAGEMENT SUMMARY (RECOMMENDATIONS): Archaeological clearance is recommended for the proposed undertaking.		

	17. CERTIFICATION SIGNATURE: _____ General Charge Name: Anthony L. Klesert, Director	DATE: _____
	SIGNATURE: <i>Victoria J. Yazzie</i> Direct Charge Name: Victoria J. Yazzie	DATE: 10/3/91

CULTURAL RESOURCES COMPLIANCE FORM  
HISTORIC PRESERVATION DEPARTMENT  
P.O. BOX 2898  
WINDOW ROCK, ARIZONA 86515



ROUTING: COPIES TO  
UT S.H.P.O  
X REAL PROPERTY MGT/330  
X NNAD

NNHPD NO. HPD-91-  
OTHER PROJECT NO. NNAD-91-

PROJECT TITLE: An Archaeological Survey of the Proposed ~~Kenneth and Colleen Slim~~ Homesite near Red Mesa, San Juan County, Utah

SPONSOR: Charlie Joe, Navajo Land Administration, P.O. Box 308, Window Rock, AZ 86515

PROJECT DESCRIPTION: Construction of home and associated facilities

LAND STATUS: Tribal Trust

CHAPTER: Red Mesa

LOCATION (legal): T43S, R22E, Sec. 35, 36

PROJECT ARCHAEOLOGIST: Victoria Yazzie

NAVAJO ANTIQUITIES PERMIT NO.: NTC

DATE INSPECTED: 9/9/91

DATE OF REPORT: 10/3/91

TOTAL ACREAGE INSPECTED: 2.88

METHOD OF INVESTIGATION: Class III pedestrian inventory with transects spaced 7 m apart.

LIST OF CULTURAL RESOURCES FOUND: None

LIST OF ELIGIBLE PROPERTIES: None

LIST OF NON-ELIGIBLE PROPERTIES: None

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 as a courtesy 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 602-871-6437.

FORM PREPARED BY: Greg Bowen  
FINALIZED: ldavis11/25/91

Notification to  
Proceed Recommended:  
Conditions:

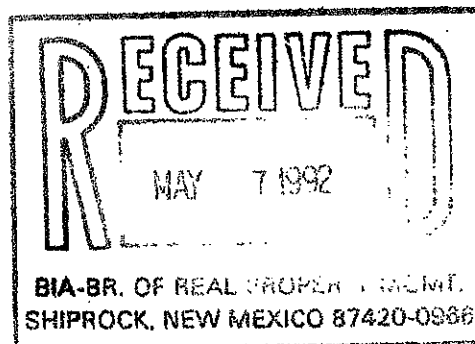
Yes X No      
Yes     No X

Alan Downer  
Alan Downer  
Navajo Nation Historic  
Preservation Officer  
11/27/91  
Date

Agency Approval:

Yes ✓ No    

W. J. McCommis  
ACTING Area Director  
12/3/91  
Date





MEMORANDUM

TO : Byron Bitsoie Sr., Department Manager III  
Navajo Land Department

FROM : *David Mikesic*  
David Mikesic, Zoologist  
Department of Fish and Wildlife

DATE : May 20, 2024

SUBJECT : HOMESITE LEASE BIOLOGICAL CLEARANCE EXEMPTIONS

The Department of Fish and Wildlife received notification from the Navajo Land Department to consider all Existing Homes established prior to 2016 to be considered as 'grandfathered' for biological clearance purposes; meaning that no biological clearance would be needed for approval of homesite leases. The Navajo Natural Heritage Program has considered this request, and concurs, that homesites that were established and in place prior to 2016 would not require biological clearance, and Homesite Biological Clearance Form for issuance of a Homesite Lease. Homesites that fall under this exception for biological clearance will need to be proven as in-place and occupied prior to 2016. The Department does not encourage, nor condone, Navajo residents to construct or establish homesites prior to obtaining all the necessary clearances, including Biological Clearance from NNHP.

In addition to this exemption for homesite lease clearance, the NNHP considers four other categories, identical to Historic Preservation Dept., as not needing Data Request and Homesite Biological Clearance Form from NNHP for issuance of a Homesite Lease; those categories are:

1. Name changes on an existing Homesite Lease(s);
2. Transfers/Assignment of an existing Homesite Lease to another person;
3. Adding additional names to an approved Homesite Lease; and/or
4. Probate to transfer, extinguish or otherwise modify an existing Homesite Lease.

CONCURRENCE:

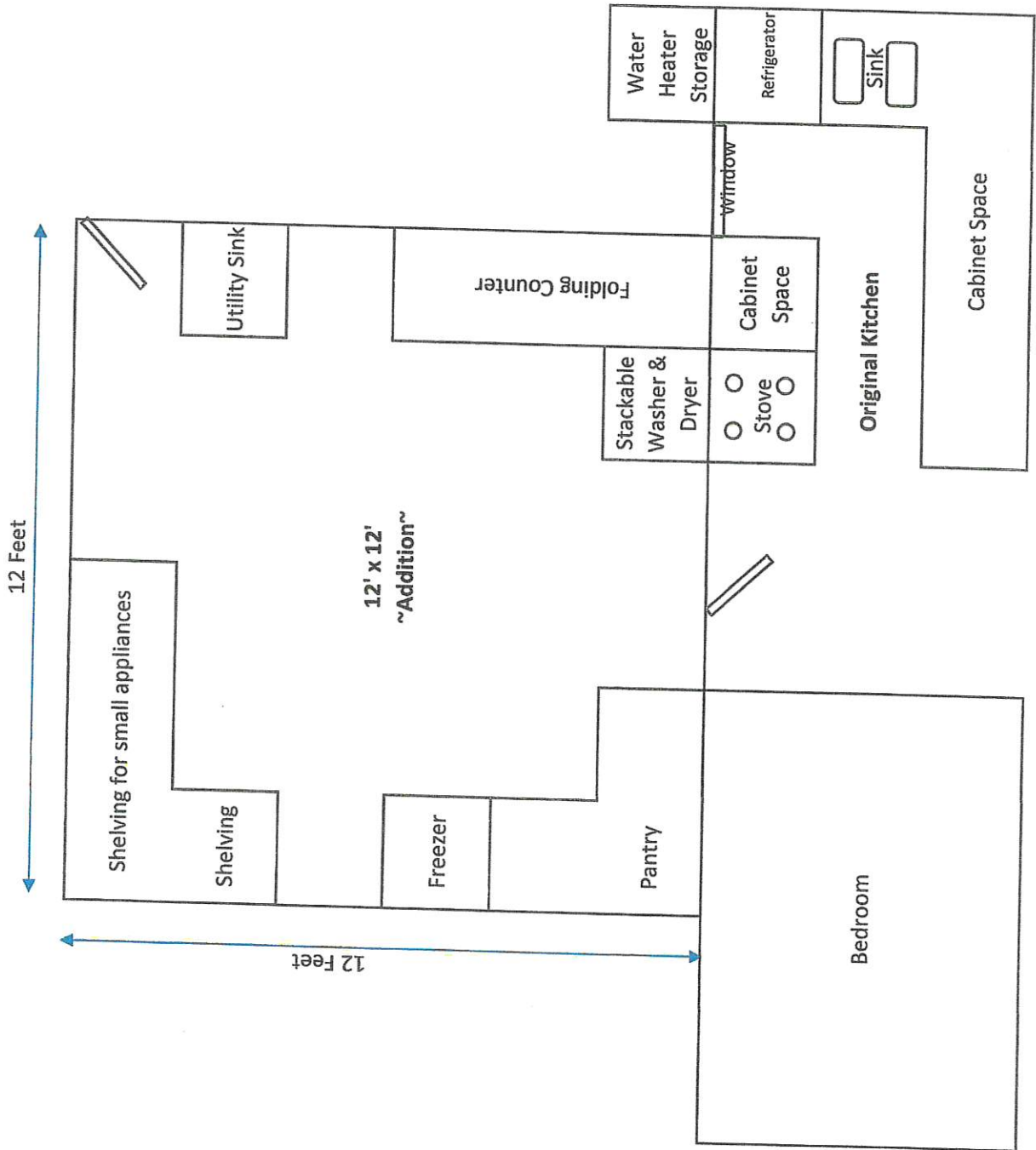
*David Mikesic*

5/20/2024

Gloria M. Tom, Department Manager III  
Department of Fish and Wildlife

(91)





Revised July 2004



## RED MESA CHAPTER



### SCOPE OF WORK

**PROJECT: ADA Handicap Ramp**

**Client: Armada Benally & James Benally**

**UNRF: \$3,000.00**

#### NEED STATEMENT

Red Mesa Chapter requesting to allocate and utilize Utah Navajo Revitalization Fund in the amount of **\$3,000** for an ADA handicap ramp expenses for an elderly client, Armada Benally's house. She has been determined eligible for assistance based on low income and is an elderly.

The Utah Trust Fund construction crew will work closely with Armada Benally and her family daily in constructing and installing materials for the handicap ramp to her house. Armada does have **\$1,500** available from a past allocation, resolution and account with UNTF, which will add to the funding allocated.

The Red Mesa Chapter has approved through the Housing committee, Planning meeting and Regular chapter meeting to approve and utilize the Navajo Revitalization Funding appropriations for Armada handicap ramp project. The assistance will improve her living conditions and will reside in a safer and healthier environment.





**RED MESA CHAPTER**  
Red Mesa, Navajo Nation, Utah



Resolution# RMC-02-022222

**RESPECTFULLY SUPPORTING AND APPROVING A REQUEST TO THE NAVAJO REVITALIZATION FUND (UNRF) IN THE AMOUNT OF \$7,500 FOR LABOR COSTS AND MATERIALS TO COMPLETE HANDICAP RAMPS FOR TWO COMMUNITY MEMBERS, ARMADA BENALLY AT \$3,000 AND MR. TULLY LAMEMAN AT \$4,500.**

**WHEREAS:**

1. Pursuant to 26 N.T.C. Section 1, (1), (2) and Section 103, (B), the Red Mesa Chapter is recognized as a local government entity and delegated certain authorities and responsibilities with respect to local matters consistent with the Navajo Nation Laws; and
2. Pursuant to 26 N.T.C. Section 4028 (a), the Red Mesa Chapter has the authority to review all matters affecting the community and make appropriate recommendations to the Navajo Nation, County, and State Government Agencies; and
3. Red Mesa Chapter's desires that its constituents reside in a safe and healthy home allowing them to live healthy, happy lives; and
4. Red Mesa Chapter community members, Mr. Tully Lameman and Ms. Armada Benally were previously approved for handicap ramps to be built at their homes, due to their physical condition. They submitted all required documents, including doctors' statements, and have been determined eligible; and
5. The Red Mesa Chapter is requesting UNTF crews to perform the work when the grant is approved; and
6. UNTF has conducted the assessment and has found how much materials and labor work will be needed; and
7. UNTF has submitted the Materials List of items and Cost Estimate with UNTF Labor Cost that is needed:
 

Tully Lameman	\$4,500
Armada Benally	<u>\$3,000</u>
	\$7,500
8. The Red Mesa Chapter is requesting funding from the UNRF to complete the handicap projects soon, at the homes of the two individuals due to their physical safety.

**NOW THEREFORE BE IT RESOLVED THAT:**

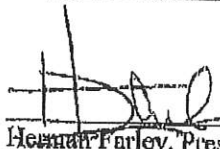
The Red Mesa Chapter hereby respectfully support and approve request to the Navajo Revitalization Fund (UNRF) in the amount of \$7,500 for labor costs and materials to complete handicap ramps for two community members: Armada Benally at \$3,000; and Mr. Tully Lameman at \$4,500.

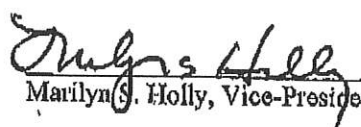
**CERTIFICATION**

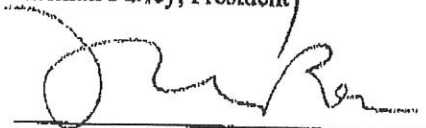
We hereby certify that the foregoing resolution was duly considered by the Red Mesa Chapter at a duly called meeting in Red Mesa, Utah, at which a quorum was present and that the same was passed by a vote of 11 in Favored; 00 Opposed, and 02 Abstained, this 22<sup>nd</sup> day of February 2022.

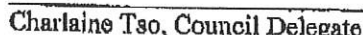
Motioned by: Mr. Wayne Begay

Seconded by: Ms. Lillian Thomas

  
Herman Farley, President

  
Marilyn S. Holly, Vice-President

  
Marlene Dee-Ben, Secretary/Treasurer

  
Charlene Tso, Council Delegate

FORM 200A  
May, 1979UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau of Indian Affairs  
and  
The Navajo Tribe

LEASE NO.

CONTRACT NO.

## HOMESITE LEASE

THIS LEASE, made and entered into between THE NAVAJO TRIBE OF INDIANS, NAVAJO NATION, WINDOW ROCK (ARIZONA), hereinafter designated as "LESSOR", James F. Benally, C# and Armada Benally, C# , residing upon the Navajo Indian Reservation, , hereinafter designated as "LESSEE(S)".

## WITNESSETH:

1. SECRETARIAL APPROVAL. As used in this lease, the term "SECRETARY" means the Secretary of the Interior or his duly authorized representative. This lease is subject to the approval of the Secretary pursuant to the Act of August 9, 1955, 69 Stat. 539, as amended; 25 U.S.C. 415.

2. PREMISES. Lessor, as authorized by law and in accordance with a resolution adopted by the Advisory Committee of the Navajo Tribal Council on 10-13-81, hereby leases to the Lessee(s) all that tract or parcel of land situated on the Navajo Indian Reservation, County of San Juan, State of Utah and described on the

## ATTACHED EXHIBIT "A"

3. USE OF PREMISES. The object of this Lease is to enable the Lessee(s) to construct, improve and/or maintain a dwelling and related structure on the premises and, otherwise, to use or occupy said premises for residential purposes.

4. TERM. Lessee(s) shall have and hold the premises for a term of sixty-five (65) years, beginning on the effective date of this Lease. This Lease may not be terminated by either or both parties as long as the Lease and/or any improvement on the premises, or any interest therein, is mortgaged or otherwise pledged as security for any loan in accordance with the provisions hereof, unless consent in writing to such termination is given by the lender and, when FHA insurance or VA guaranty or insurance is in force, by the Federal Housing Administration, Farmers Home Administration, or the Veterans Administration, as the case may be. This Lease shall not be subject to any forfeiture or reversion and shall not be otherwise terminable, if such event would adversely affect any interest in the premises, including improvements thereon, acquired in accordance with the provisions hereof by the holder of any mortgage or other lien, or of any purchaser at a foreclosure sale under such mortgage (or Lien) or under any conveyance given in lieu of foreclosure, or of any holder subsequent to such purchase.



- (f) That the possessory interest may be devised by will, sold, assigned, or in any manner transferred during the term of this lease; provided, however, that any sale, assignment, or transfer shall be approved by the Advisory Committee of the Navajo Tribal Council and the Area Director of the Navajo Area Office.
- (g) That in the event of violation of any part of this lease or in the event of foreclosure on the premises, the Navajo Tribe shall be authorized to re-enter the premises and acquire any equity in the premises upon the payment of any existing indebtedness.

I hereby certify that all the terms and conditions contained in this application have either been read to me or fully explained to me and that I am fully aware of the requirements contained herein.

"X" James F. Bernalley "X" Amador Bernalley

Address: San. Neli Montezuma Creek, lot 8453 Date: 3/4/81

Place of Employment:

U.S. Tribal Council U.N.P.C. work telephone         
Ret. nurse wife home telephone       

THE ABOVE APPLICATION IS RECOMMENDED FOR APPROVAL

3/5/81  
 Date

[Signature]  
 District Council Delegate

3/10/81  
 Date

[Signature]  
 District Grazing/Land Board Member

10-13-81  
 Date

ACO-132-81  
 Advisory Committee of the Navajo  
 Tribal Council

all of the Lessee's obligations under this Lease and the obligation of his sureties are to the United States as well as to the owner of the land.

15. NOTICES. Persons receiving notices and demands shall be sent to parties at the addresses herein recited or to such addresses as the parties may hereafter designate in writing. Notices and demands shall include but not be limited to: (1) Office of the Chairman, Navajo Tribal Council, c/o Office of Navajo Land Development, Window Rock, Arizona; and (2) Respective Chapter Presidents.

THE NAVAJO TRIBE OF INDIANS, LESSOR

By: Edmund T. Begay  
Chairman, Navajo Tribal Council

Date: 8/22/85

ATTEST:

WITNESSEE(S)

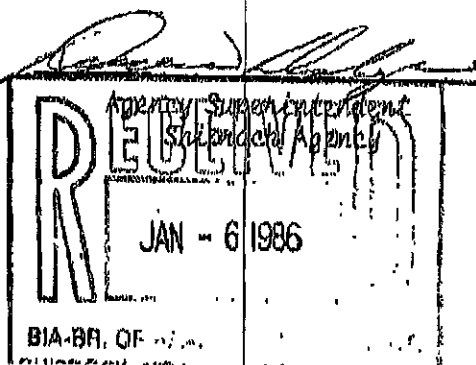
x James F. Bessally LESSEE

x Charles de Bessally LESSEE

Agency Superintendent  
Approved under Authority of  
Navajo Area Office Redelagation  
Order No. 2, Section 2.12

APPROVED

DATE



1-8-86

**Formosita No.**

## TRAIT DESCRIPTION

A PARCEL OF LAND SITUATED WITHIN THE SOUTHWEST QUARTER (SW ¼) OF SECTION 25 TOWNSHIP 42 SOUTH, RANGE 24 EAST, SALT LAKE BASIN MERIDIAN, IN THE VICTORY-REDDO NESE, SAN JUAN COUNTY, STATE OF UTAH AND IS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENTS at United States Bureau of Land Management survey Brass Cap dated 1958. "2

BEARING S 50° 45' 01" W; 4,371.07 feet to the POINT OF BEGINNING of the herein described parcel of land;

**ADVANCE** N 87° 59' 26" W; 280-73 feet=

BEARCE N 02°-00' 15" E= 208.73 feet.

5 88° 00' 04" E= 209.73 feet

208.77 feet

being 1.00 per cent, more or less, in area, and being subject to any and all claims, liens, mortgages, judgments, decrees, orders, or other encumbrances existing against the same.

Surveyed 04/09/85 by the Office of Navajo Land Development, the Navajo Tribe, Window Rock, Navajo Nation, Arizona.

上海社会科学院

**FO**

**JAMES F./ARMADA BENALLY**

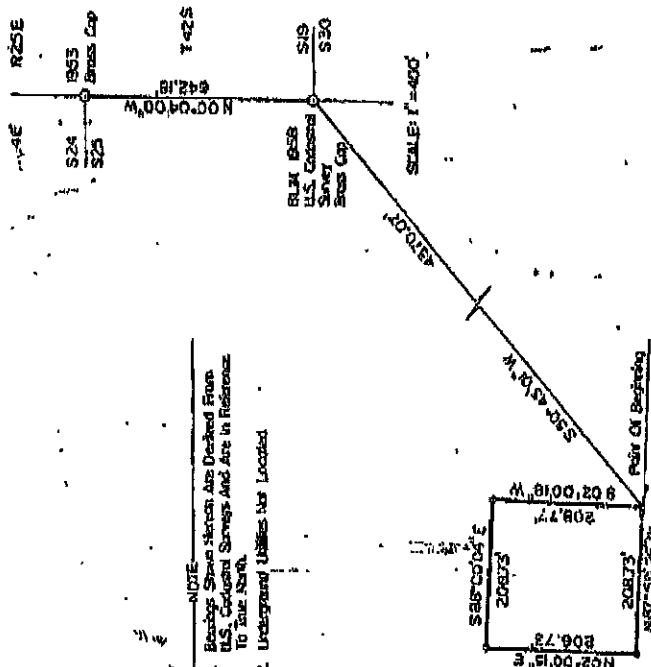
19-AC-39

DISTRICT 9-NAVAJO INDIAN RESERVATION  
S.W. 1/4 OF SEC. 25, T42S, R24E, S1B.M.  
RED MESA, SAGUO JUAN COUNTY, UTAH

**Not Located**

[illegible]

1-800-445-0145



**Abstract**

1. Buildings shown herein are derived from U.S. Geological Surveys and are in reference to true North.
2. Unsettled claims not located

9C



## MEMORANDUM

TO : Byron Bitsoie Sr., Department Manager III  
Navajo Land Department

FROM : David Mikesic  
David Mikesic, Zoologist  
Department of Fish and Wildlife

DATE : May 20, 2024

SUBJECT : HOMESITE LEASE BIOLOGICAL CLEARANCE EXEMPTIONS

The Department of Fish and Wildlife received a request from the Navajo Land Department to consider all Existing Homes established prior to 2016 to be considered as 'grandfathered' for biological clearance purposes; meaning that no biological clearance would be needed for approval of homesite leases. The Navajo Natural Heritage Program has considered this request, and **concurs, that homesites that were established and in place prior to 2016 would not require biological clearance, and Homesite Biological Clearance Form for issuance of a Homesite Lease.** Homesites that fall under this exception for biological clearance will need to be proven as constructed and occupied prior to 2016. The Department does not encourage, nor condone, Navajo residents to construct or establish homesites prior to obtaining all the necessary clearances, including Biological Clearance from NNHP.

In addition to this exemption for homesite lease clearance, the NNHP considers four other categories, identical to Historic Preservation Dept., as not needing Data Request and Homesite Biological Clearance Form from NNHP for issuance of a Homesite Lease; those categories are:

1. Name changes on an existing Homesite Lease(s);
2. Transfers/Assignment of an existing Homesite Lease to another person;
3. Adding additional names to an approved Homesite Lease; and/or
4. Probate to transfer, extinguish or otherwise modify an existing Homesite Lease.

### CONCURRENCE:

David Mikesic 5/20/2024

Gloria M. Tom, Department Manager III  
Department of Fish and Wildlife





James Benally







**THE ANETH CHAPTER**  
**ANETH, (NAVAJO NATION) UTAH**



**WESLEY JONES** PRESIDENT  
**ELMERSON PHILLIPS** VICE PRESIDENT  
**BRENDA BROWN** SECRETARY/TREASURER

September 23, 2024

Utah Navajo Trust Fund (UNTF)  
Tony Dayish, Administrator  
Maury Bergman, Financial Manager  
151 East 500 North  
Blanding, Utah, 84511

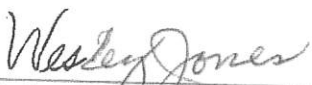
The Aneth Chapter requests the UNTF Administration to transfer UNTF Grant #TF23-02-03-183 Big Projects Funding in the amount of \$250,000 from the Aneth Solid Waste Drop-Off Station Project to the Montezuma Creek Multi-Purpose Building (MC-MPB) Project for all related project costs including, but not limited to, Architectural & Engineering, Programming, Construction Documents and Bidding, Road Traffic Study, Topographic Surveys, Land Surveys, Geotechnical Investigation, Architectural Construction Administration, Water Extension and Rights-of-Way, Fencing and Gates, Parking Lot, Lighting, and Construction Costs for the MC-MPB which will convert the old Swimming Pool Building into a building that has a gymnasium which will be using for sporting events and community events.

The Aneth Chapter requested the Utah Navajo Trust Fund for funding for the Aneth Solid Waste Drop-Off Station Project in the amount of \$250,000 from the UNTF Big Projects fund and this was approved on February 03, 2023. This Solid Waste project was completed as of January 2024 and there are funds that were not used because the contractor was able to complete the project for less than the Architect's cost estimate.

The Aneth Chapter appreciates the assistance from UNTF to provide fiscal agent services of the approved funds, the Navajo Nation-Capital Projects Management Department (CPMD) to handle the Project Management duties, and Nasbah Technologies and their engineering consultant Jones & DeMille to handle the Architectural & Engineering tasks.

The Aneth Chapter makes this request in the best interest of moving the MC-MPB Project forward so the project can be started and completed in a timely fashion so that the Chapter and community members can start to use this building for community events.

Sincerely,

  
Wesley Jones, Chapter President

XC: File  
Elmerson Phillips, Vice President

103

DOCUMENT 00 41 13  
BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Tri-Hurst Construction
- B. Project Name: Aneth Chapter Montezuma Creek Multi-Purpose Center.
- C. Project Location: Montezuma Creek, Utah.
- D. Owner: The Navajo Nation.
- E. Architect: Nasbah Technologies.
- F. Architect Project Number: 1810-N04.

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Campbell Architecture and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
  - 1. Three Million Five Hundred Thirteen Thousand Two Dollars (\$3,513,002\_).

1.3 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect and shall fully complete within 270 calendar days.

1.4 ACKNOWLEDGMENT OF ADDENDA

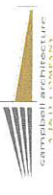
- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
  - 1. Addendum No. 1, dated April 25, 2024
  - 2. Addendum No. 2, dated May 8, 2024
  - 3. Addendum No. 3, dated June 20, 2024
  - 4. Addendum No. 4, dated \_\_\_\_\_.





**DFCM**  
4110 State Office Building  
Salt Lake City, Utah 84114  
Phone: (801) 538 - 3018  
[dfcm.utah.gov](http://dfcm.utah.gov)

CREATED BY:



**Jones & DeMille Engineering, Inc.**  
CIVIL & STRUCTURAL ENGINEERING - SURVEYING  
GEO - ENVIRONMENTAL - MATERIALS TESTING  
1.800.748.5275 [www.jonesanddemi.com](http://www.jonesanddemi.com)



4/12/13

1000

PROJECT TITLE:  
MONTEZUMA CREEK  
MULTI-PURPOSE  
CENTER

NOTES:

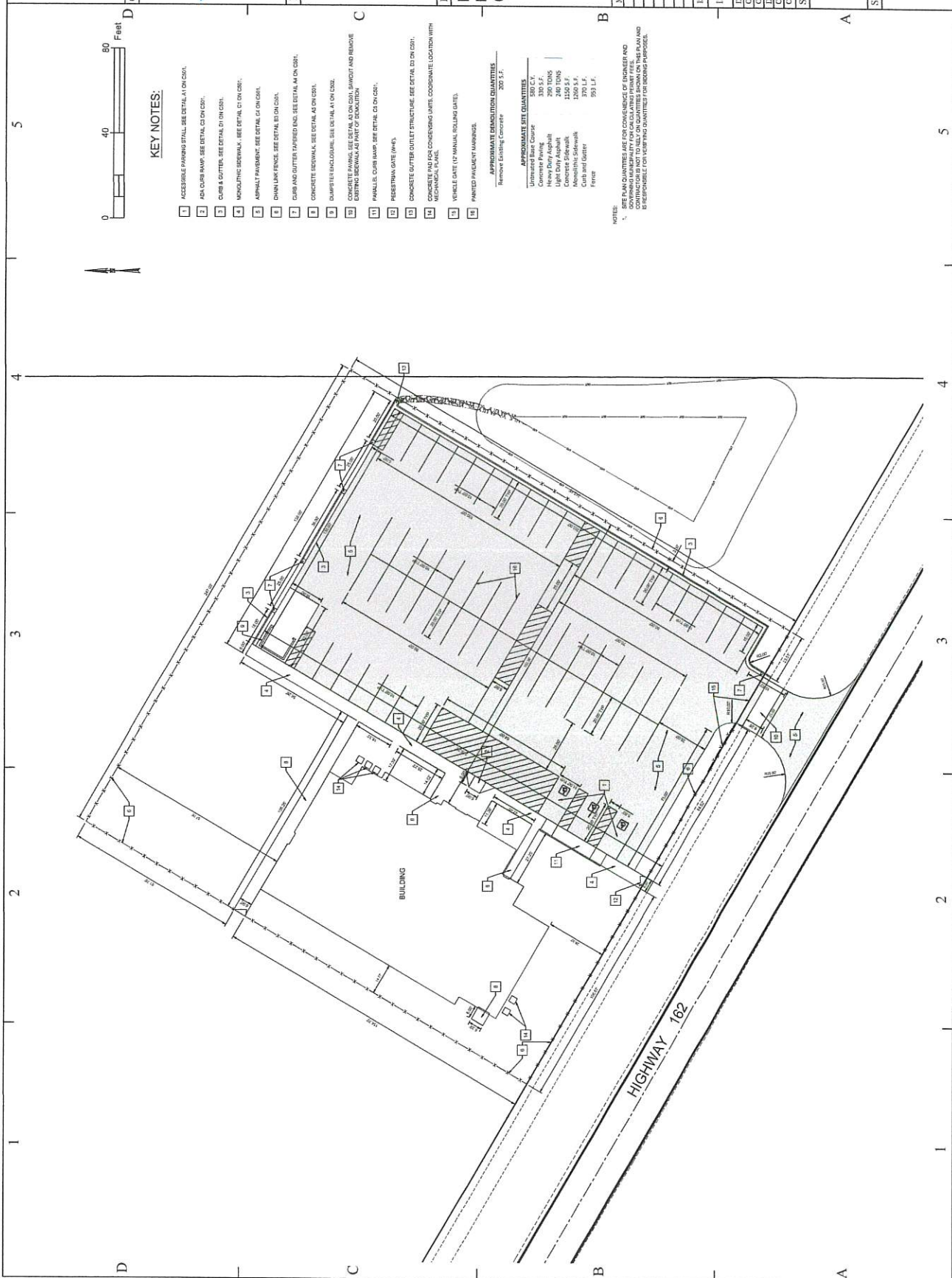
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ISSUE DATE:	
PECM PROJECT NO:	NT 1810-N04
EAD PROJECT NO:	
EAD DWG FILE:	
DRAWN BY:	
CHECKED BY:	K.C.
COPY RIGHT:	

# TITLE SITE PLAN

HEET NUMBER

C101





DFCM STAMP

PROJECT TITLE:
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MONTEZUMA  
CREEK MULTI-  
PURPOSE CENTER

[illegible]

ISSUE TYPE:	
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ISSUE DATE:

DECISION PROJECT NO. 22016720

C.A.D PROJECT NO: 1810-N04

CADDWG FILE:	
DRAWN BY:	Author

CHK'D BY: K.C.
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SHEET TITLE
-------------

IEEE SAFETY P

SHEET NUMBER

G-003

**ROOM**

100'  
30' x 4'

3,000 sq. ft.  
OCCUPANCY 75

**EXIT**

110'  
8'

880 sq. ft.  
OCCUPANT LOAD 11



FIRE EXTINGUISHER

2 HOUR FIRE WALL - EXTEND TO DECK ABOVE

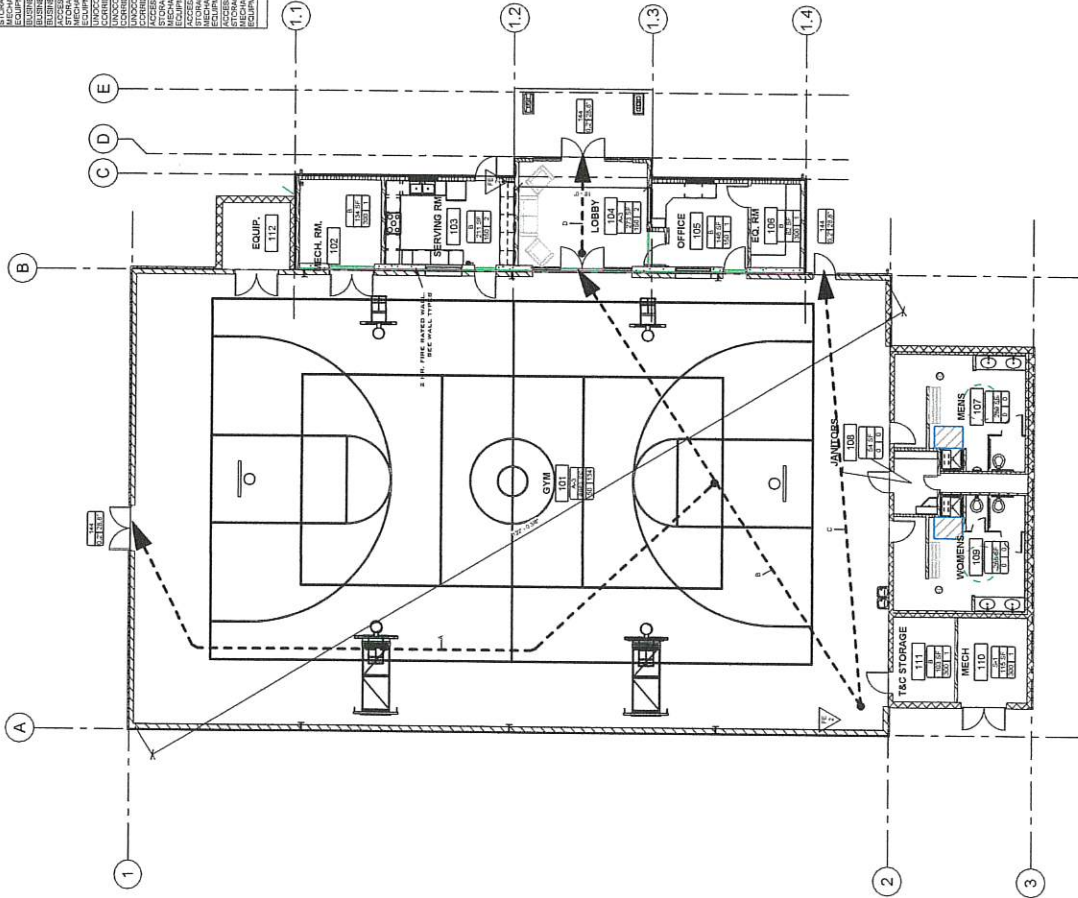



 MAXIMUM EGRESS TRAVEL DISTANCE

TRAVEL DISTANCE	
TRAVEL PATH	COMMON PATH OF EQUEDDS TRAVEL DISTANCE
A	102 ± 3"
B	71 ± 5"
C	69 ± 9"
D	52 ± 5"

OCCUPANCY SCHEDULE						
FUNCTION OF SPACE	AREA NUMBER	ROOM NAME	AREA	OCCUPANT FACTOR	OCCUPANT DENSITY	OCCUPANT DENSITY
STORAGE ROOM	101	STORAGE RM.	124 SF	0	200	1
STORAGE MEAS.	102	STORAGE RM.	124 SF	0	200	1
EQUIPMENT ROOM	103	EQUIPMENT RM.	131 SF	0	150	2
STORAGE MEAS.	104	STORAGE RM.	124 SF	0	150	2
BUSINESS MEAS.	105	OFFICE	148 SF	0	110	1
STORAGE MEAS.	106	STORAGE RM.	124 SF	0	200	1
STORAGE MEAS.	107	STORAGE RM.	124 SF	0	200	1
EQUIPMENT ROOM	108	EQUIPMENT RM.	131 SF	0	150	2
STORAGE MEAS.	109	STORAGE RM.	124 SF	0	200	1
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STORAGE MEAS.	200	STORAGE RM.	124 SF	0	200	1

1.	EXISTING GYMNASIUM	-	6,664 SF
2.	EXISTING SOUTH ADDITION	-	1,008 SF
3.	EXISTING MECH.	-	107 SF
4.	NEW EAST ADDITION	-	948 SF
	TOTAL	-	8,725 SF



FLOOR PLAN - LIFE SAFETY PLAN

$$\frac{1}{8}'' = 1'-0''$$

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DFCM STAMP:

4/17/13

PROJECT TITLE:

MONTEZUMA  
CREEK MULTI-  
PURPOSE CENTER

MARK DATE DESCRIPTION

ISSUE TYPE:

ISSUE DATE:

DFCM PROJECT NO. 23016730

CAD PROJECT NO. 1010404

DESIGNED BY: K. Campbell

DRAWN BY: K. Campbell

CHECKED BY: K. Campbell

COPYRIGHT:

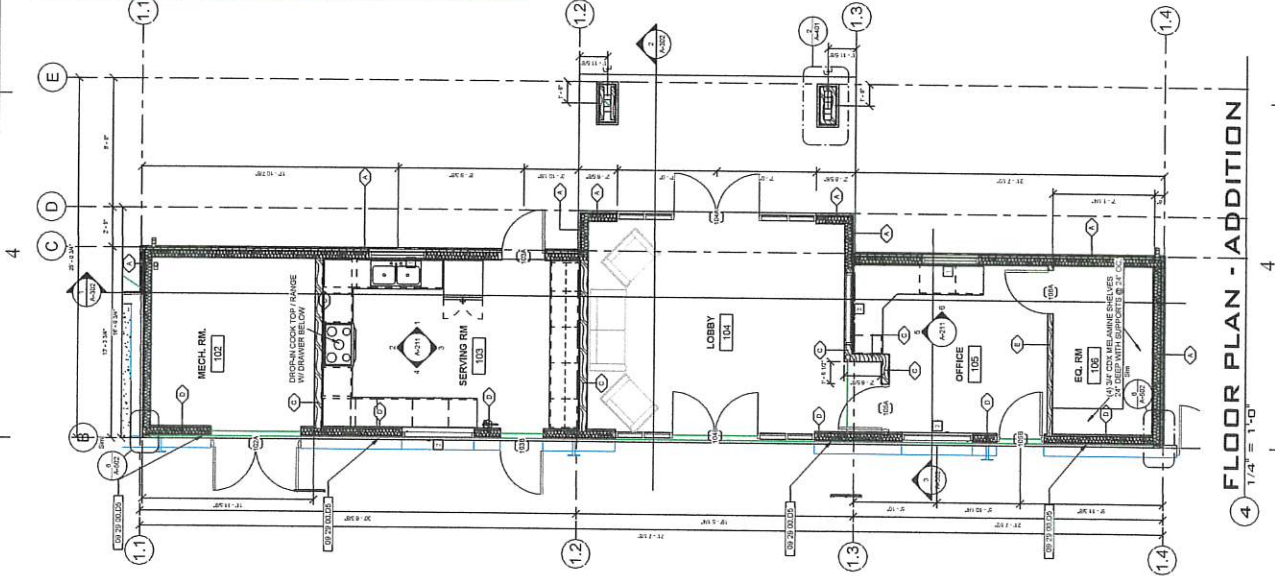
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ENLARGED FLOOR  
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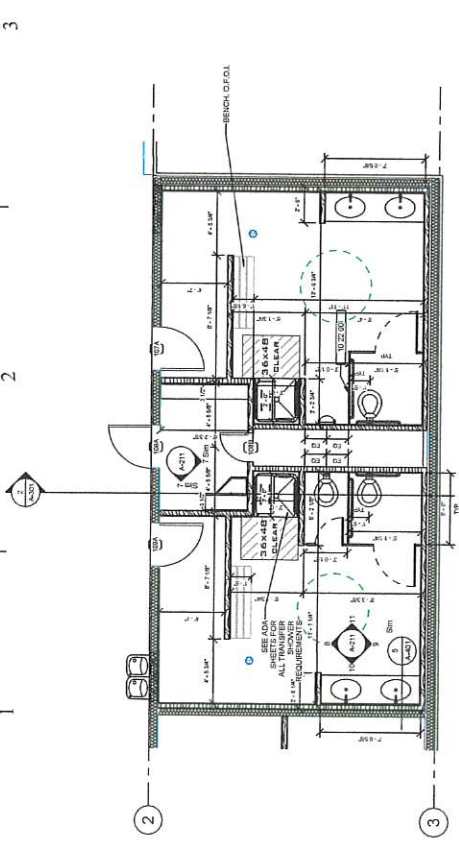
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A-401

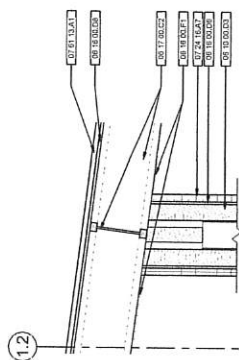
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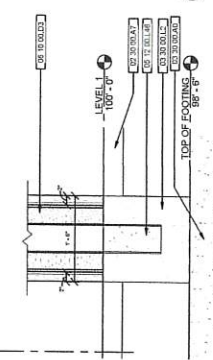
FLOOR PLAN - ADDITION  
1/4" = 1'-0"



ENLARGED - RESTROOMS  
1/4" = 1'-0"



DETAIL  
3/4" = 1'-0"

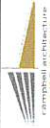


DETAIL - COLUMN FIN TYP.  
1/4" = 1'-0"



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DFCM STAMP:

4/12/13

PROJECT TITLE:

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CREEK MULTI-  
PURPOSE CENTER

MARK DATE DESCRIPTION

ISSUE TYPE

ISSUE DATE:

DFCM PROJECT NO. 23016730

CAD PROJECT NO. 1810404

DRAWN BY: PC

CHECKED BY: K.C.

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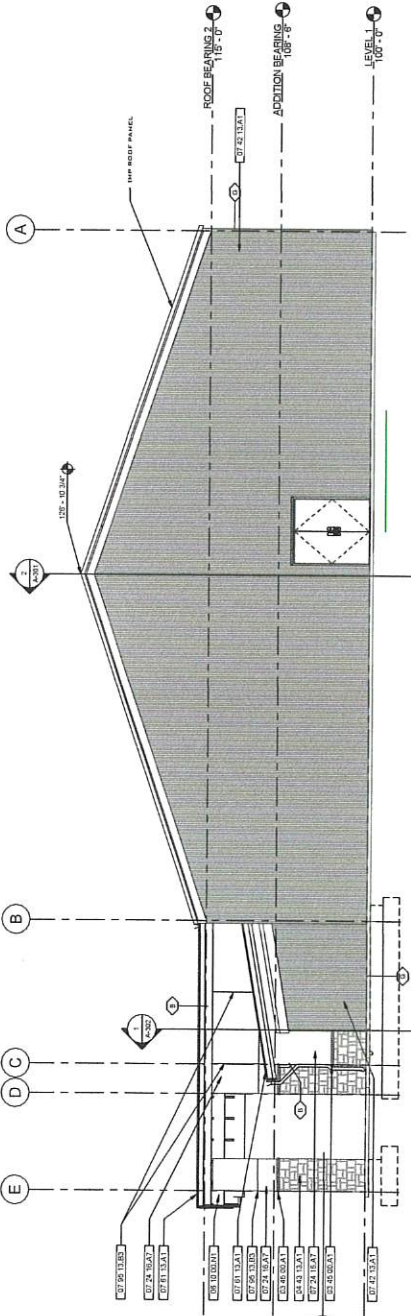
SHEET TITLE

ELEVATIONS

SHEET NUMBER

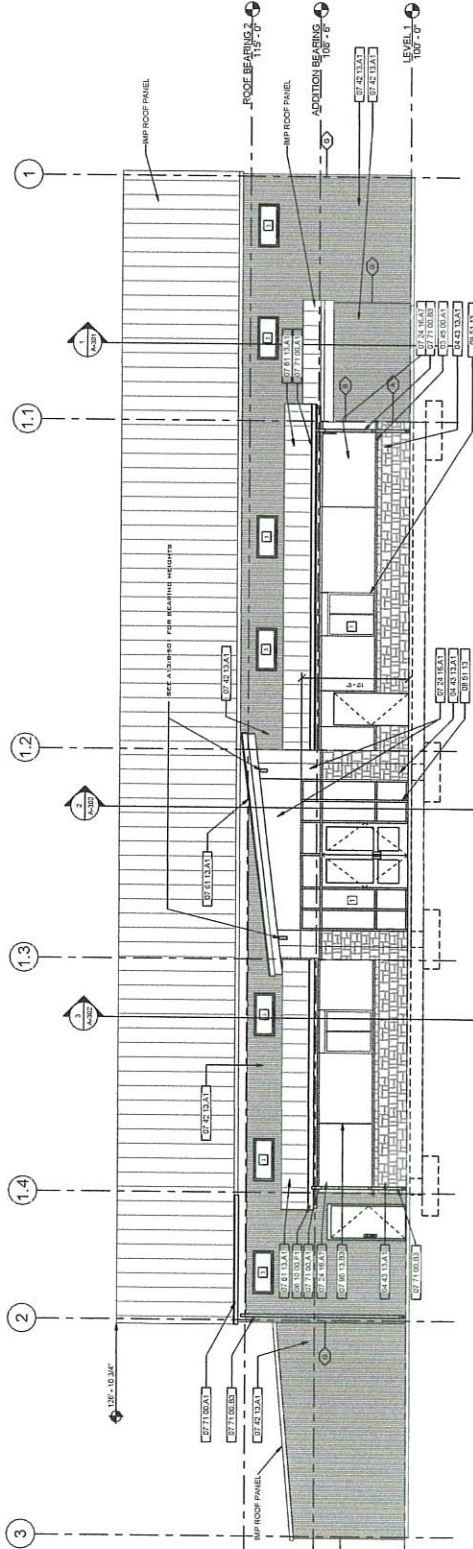
A-201

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1 NORTH ELEVATION

3/16" = 1'-0"

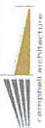


2 EAST ELEVATION

3/16" = 1'-0"

DFCM  
4110 State Office Building  
Salt Lake City, Utah 84114  
Phone: (801) 538 - 3018  
dfcm.utah.gov

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4/12/13

DFCM STAMP:

PROJECT TITLE:

MONTEZUMA  
CREEK MULTI-  
PURPOSE CENTER

MARK DATE DESCRIPTION

ISSUE TYPE:  
ISSUE DATE:

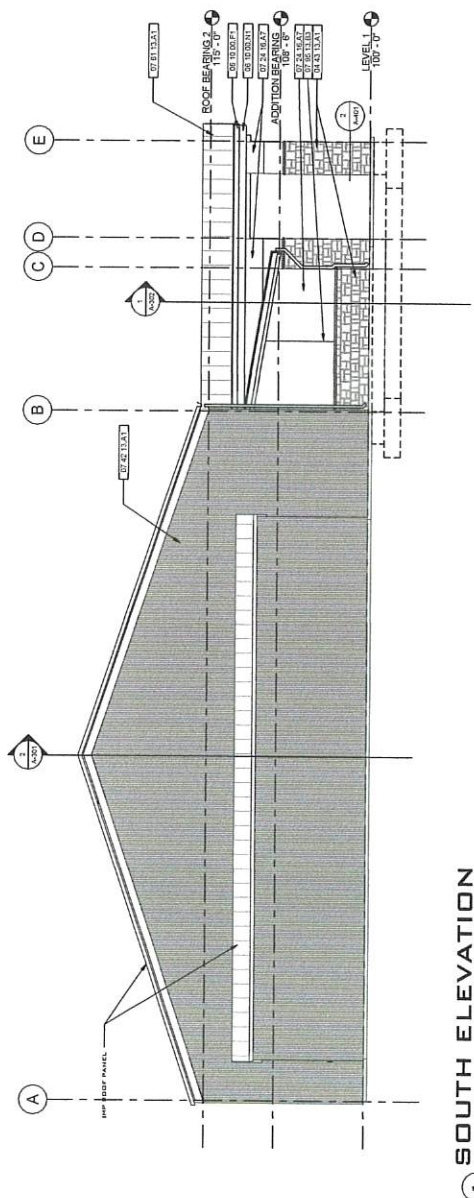
DFCM PROJECT NO: 2010730  
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DRAWN BY: K.C.  
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COPYRIGHT:

SHEET TITLE  
ELEVATIONS

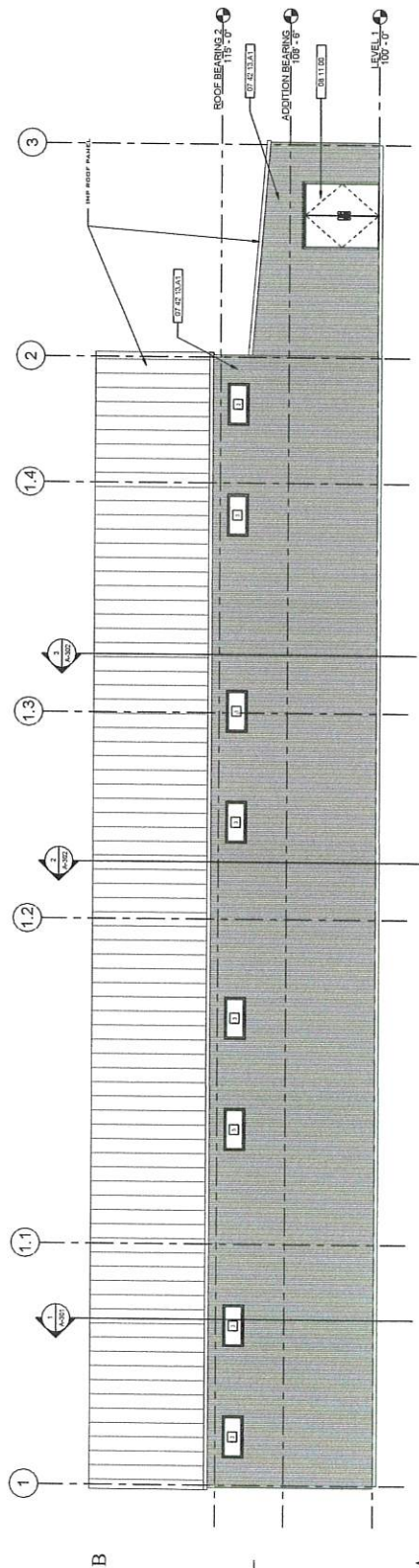
SHEET NUMBER

A-202

REV	DATE	DESCRIPTION	BY	CHKD
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2	04/12/13	Revised Design	DFCM	
3	04/12/13	Revised Design	DFCM	
4	04/12/13	Revised Design	DFCM	
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30	04/12/13	Revised Design	DFCM	
31	04/12/13	Revised Design	DFCM	
32	04/12/13	Revised Design	DFCM	
33	04/12/13	Revised Design	DFCM	
34	04/12/13	Revised Design	DFCM	
35	04/12/13	Revised Design	DFCM	
36	04/12/13	Revised Design	DFCM	
37	04/12/13	Revised Design	DFCM	
38	04/12/13	Revised Design	DFCM	
39	04/12/13	Revised Design	DFCM	
40	04/12/13	Revised Design	DFCM	
41	04/12/13	Revised Design	DFCM	
42	04/12/13	Revised Design	DFCM	
43	04/12/13	Revised Design	DFCM	
44	04/12/13	Revised Design	DFCM	
45	04/12/13	Revised Design	DFCM	
46	04/12/13	Revised Design	DFCM	
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71	04/12/13	Revised Design	DFCM	
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74	04/12/13	Revised Design	DFCM	
75	04/12/13	Revised Design	DFCM	
76	04/12/13	Revised Design	DFCM	
77	04/12/13	Revised Design	DFCM	
78	04/12/13	Revised Design	DFCM	
79	04/12/13	Revised Design	DFCM	
80	04/12/13	Revised Design	DFCM	
81	04/12/13	Revised Design	DFCM	
82	04/12/13	Revised Design	DFCM	
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85	04/12/13	Revised Design	DFCM	
86	04/12/13	Revised Design	DFCM	
87	04/12/13	Revised Design	DFCM	
88	04/12/13	Revised Design	DFCM	
89	04/12/13	Revised Design	DFCM	
90	04/12/13	Revised Design	DFCM	
91	04/12/13	Revised Design	DFCM	
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95	04/12/13	Revised Design	DFCM	
96	04/12/13	Revised Design	DFCM	
97	04/12/13	Revised Design	DFCM	
98	04/12/13	Revised Design	DFCM	
99	04/12/13	Revised Design	DFCM	
100	04/12/13	Revised Design	DFCM	



1 SOUTH ELEVATION  
3/16" = 1'-0"



2 WEST ELEVATION  
3/16" = 1'-0"



SPENCER J. COX  
*Governor*

DEIDRE M. HENDERSON  
*Lt. Governor*

MARLO M. OAKS  
*UNTF Board Chair*



# Utah Navajo Trust Fund

## State of Utah

MELVIN CAPITAN, JR.  
*Dine' Advisory Committee Chair*



TONY DAYISH  
*Administrator*

October 10, 2024

### Regarding UNTF Rule: Purchase of Vehicles for Utah Navajo Chapters

The Mexican Water Chapter has requested UNTF to develop a Rule to purchase vehicles for Utah Navajo Chapters upon submitting a proposal like any other funding request to UNTF. Upon purchase, the vehicles would belong to the Navajo Nation/Chapter for the Chapter's use and would be insured, operated, and maintained by the Chapter.

This letter is to request the UNTF Dine' Advisory Committee and the Board of Trustees if there is agreement in general to proceed with developing a new UNTF Rule and also to request any recommendations of what should be included in the Rule. If approved to proceed, UNTF staff will develop the language and requirements for this new Rule, present it to the DAC and Board of Trustees for approval, and proceed through the State of Utah's Administrative Rulemaking Process.

Sincerely,

Tony Dayish, Fund Administrator







## UNTF Financial Report Summary Ending September 30, 2024

---

Total UNTF Assets	\$	90,748,716
Cash	\$	6,335,453
PTIF Investments	\$	4,607,376
Long Term Invest.	\$	74,398,867

Income	\$	361,754
Maintenance Expenses	\$	10,949
Operating Expenses	\$	78,790
Projects Expense	\$	86,082
Financial Aid Awards	\$	60,611

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Chapter Information	UNTF FY 2025 Beginning Balance	YTD Chapter Project Approvals	Available Funds
Aneth	\$ 1,695,165.95		\$ 1,695,165.95
Blue Mnt Dine'	\$ 308,686.71		\$ 308,686.71
Dennehotso	\$ 139,889.37		\$ 139,889.37
Mexican Water	\$ 414,724.87	\$ 10,323	\$ 404,402.27
Navajo Mtn	\$ 636,462.94	\$ 139,360	\$ 497,102.94
Oljato	\$ 1,573,432.42		\$ 1,573,432.42
Red Mesa	\$ 300,098.12	\$ 75,000	\$ 225,098.12
Tecnospos	\$ 182,255.24		\$ 182,255.24
Big Projects	\$ 955,300.89		\$ 955,300.89
Veterans	\$ 180,000.00	\$ 60,000	\$ 120,000.00
Outstanding Seniors	\$ 10,500.00		\$ 10,500.00
Student Enrichment	\$ 1,000.00		\$ 1,000.00
<b>Totals</b>	<b>\$ 6,397,517</b>	<b>\$ 284,682.60</b>	<b>\$ 6,112,833.91</b>

\*\* Totals do not include current meeting's projects

SPENCER J. COX  
Governor

DEIDRE ENDERSON  
Lt. Governor

KIRT SLAUGH  
UNTF Board Chair



State of Utah

## Utah Navajo Trust Fund

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### Statement of Net Position As of September 30, 2024

#### Assets

Cash	\$	6,335,453
Cash Held By Trustee	\$	-
PTIF Investments	\$	4,584,553
Long Term Inv	\$	74,398,867
Receivables	\$	36,000
Leases Receivables Otl	\$	254,790
Capital	\$	5,649,375

**Total Assets** \$ 91,259,038

#### Liabilities

Current \$ (510,322)

**Total Liabilities** \$ (510,322)

**Net Position** \$ 90,748,716

Spencer J. Cox  
Governor

Deidre Henderson  
Lt. Governor

Marie M. Oaks  
UNTF Board Chair



## State of Utah

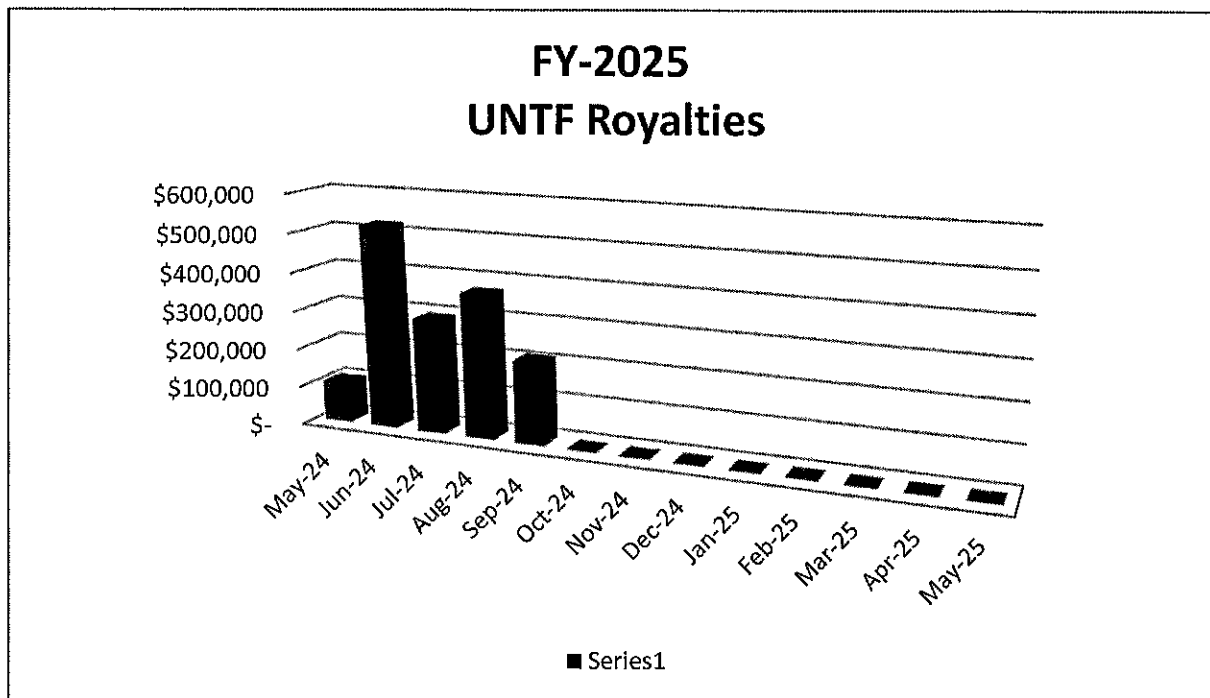
# Utah Navajo Trust Fund

### Income Statement September 1 - September 30, 2024

Income		Year to Date	
Interest	\$ 198,000	\$ 288,319	
Gain or Loss on Inv Sales	\$ 148,759	\$ 148,759	
Royalty Income		\$ 627,940	
Rents	\$ 8,108	\$ 34,567	
Maintenance Reserves	\$ -	\$ -	
Misc Income	\$ 6,886	\$ 6,886	
NRF Reimbursements	\$ -	\$ 2,198	
<b>Total Income</b>	<b>\$ 361,754</b>	<b>\$ 1,108,669</b>	
<b>Expenses</b>			
Administration	\$ 78,790	\$ 115,844	
Building and Maintenance	\$ 10,949	\$ 285,976	
Capital Expenses	\$ -		
Depreciation	\$ -	\$ -	
NRF Expenditures	\$ 33,660	\$ 72,668	
<b>Total Expenses</b>	<b>\$ 123,399</b>	<b>\$ 401,820</b>	
<b>Project Expenditures</b>			
Scholarships	\$ 60,611	\$ 56,911	
Projects	\$ 32,285	\$ 77,955	
Labor & Benefits	\$ 53,797	\$ 514,695	
<b>Total Projects</b>	<b>\$ 146,693</b>	<b>\$ 649,561</b>	
<b>Change in Net Position</b>	<b>\$ 91,662</b>	<b>\$ 57,287.80</b>	

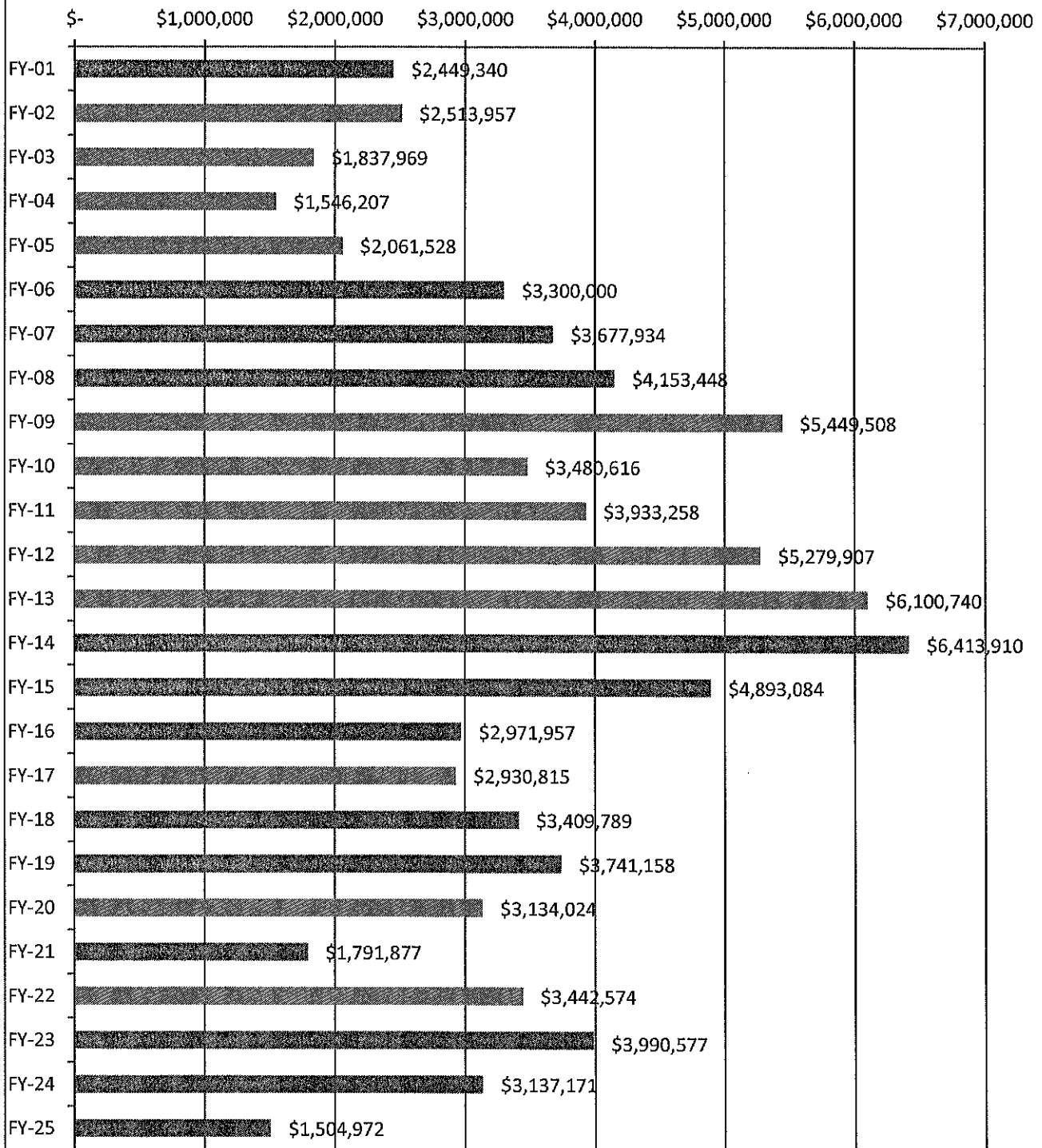
## FY2025 ONRR Reported Royalties

Received	Date Applied	Royalties	Royalties-In-Kind	Non-Standard	ONRR Correction	Line Total
7/18/24	May-24	\$ 104,375.96				\$ 104,375.96
7/18/24	Jun-24	\$ 523,563.94				\$ 523,563.94
8/8/24	Jul-24	\$ 293,826.00				\$ 293,826.00
9/19/24	Aug-24	\$ 370,966.98				\$ 370,966.98
	Sep-24	\$ 213,194.85	\$ (956.11)			\$ 212,238.74
	Oct-24					\$ -
	Nov-24					\$ -
	Dec-24					\$ -
	Jan-25					\$ -
	Feb-25					\$ -
	Mar-25					\$ -
	Apr-25					\$ -
	May-25					\$ -
						\$ -
	<b>Totals</b>	<b>\$ 1,401,551.77</b>	<b>\$ (956.11)</b>	<b>\$ -</b>	<b>Grand Total</b>	<b>\$ 1,504,971.62</b>

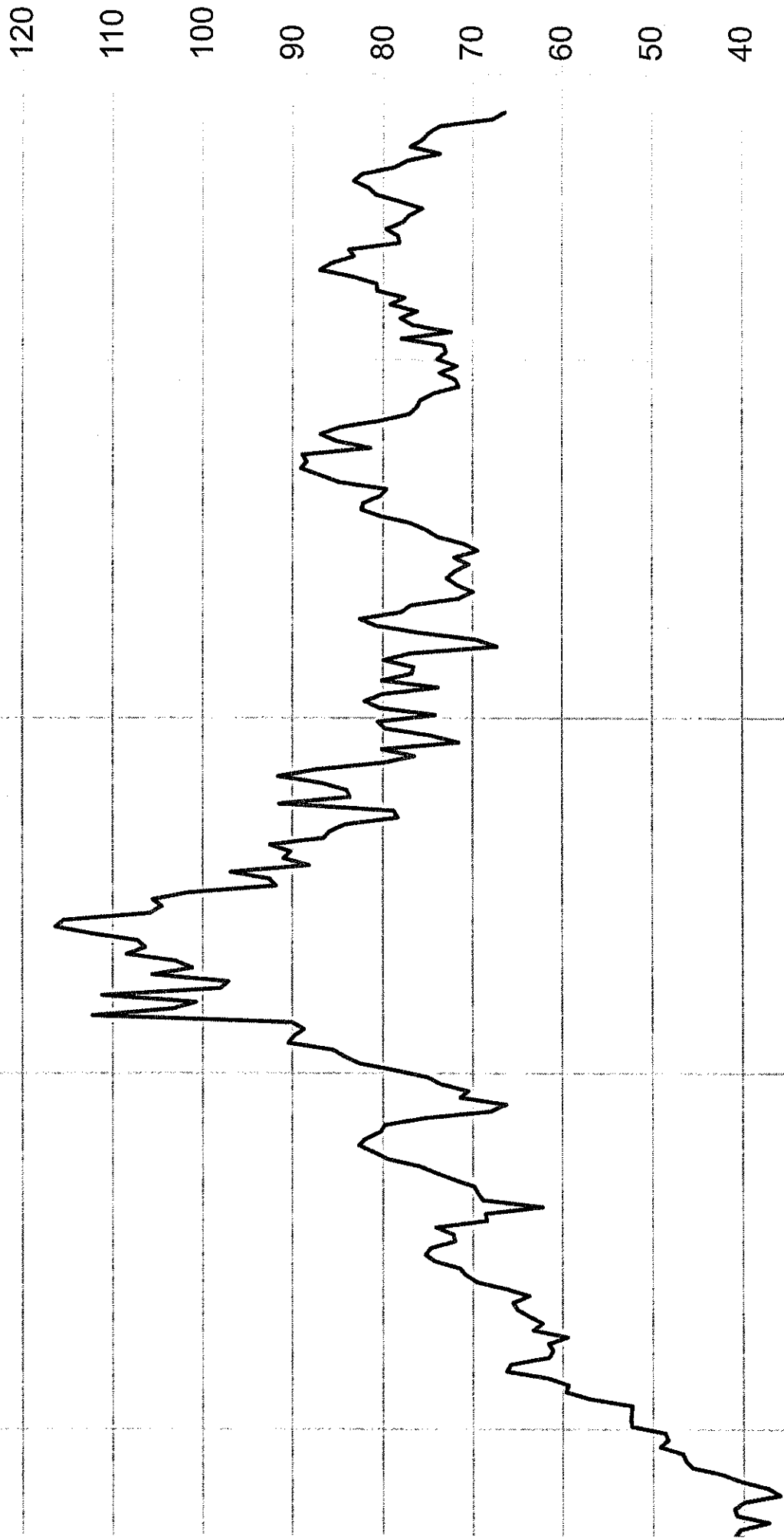




## Utah Navajo Trust Fund - Royalties Per Year



# Crude Oil WTI



source: [tradingeconomics.com](https://tradingeconomics.com)

## STATEMENT OF ACCOUNT

## P T I F

## UTAH PUBLIC TREASURERS' INVESTMENT FUND

Marlo M. Oaks, Utah State Treasurer, Fund Manager

PO Box 142315

350 N State Street, Suite 180

Salt Lake City, Utah 84114-2315

Local Call (801) 538-1042 Toll Free (800) 395-7665

www.treasurer.utah.gov

DAS FIN UNRHF-PELT SETTLEMENT

JULIE D'ALESSANDRO

BUILDING MAIL

**Account****Account Period****5508**

September 01, 2024 through September 30, 2024

**Summary**

Beginning Balance	\$ 4,711,299.44	Average Daily Balance	\$ 5,215,624.04
Deposits	\$ 1,413,205.69	Interest Earned	\$ 22,823.49
Withdrawals	\$ 1,517,128.68	360 Day Rate	5.2512
Ending Balance	\$ 4,607,376.45	365 Day Rate	5.3241

Date	Activity	Deposits	Withdrawals	Balance
09/01/2024	FORWARD BALANCE	\$ 0.00	\$ 0.00	\$ 4,711,299.44
09/01/2024	JV796	\$ 0.00	\$ 254,986.53	\$ 4,456,312.91
09/01/2024	JV797	\$ 1,390,382.20	\$ 0.00	\$ 5,846,695.11
09/16/2024	JV786	\$ 0.00	\$ 1,262,142.15	\$ 4,584,552.96
09/30/2024	REINVESTMENT	\$ 22,823.49	\$ 0.00	\$ 4,607,376.45
09/30/2024	ENDING BALANCE	\$ 0.00	\$ 0.00	\$ 4,607,376.45

SPENCER J. COX  
Governor

DEIDRA M. HENDERSON  
Lt. Governor

MARLO OAKS  
UNTF Board Chair

CAPITAN, MELVIN, JR.  
Dine' Advisory Cmte

TONY DAYISH  
Administrator




## State of Utah

### Utah Navajo Trust Fund



DATE: October 10, 2024

TO: Mr. Tony Dayish, UNTF Administrator

FROM: Dorothy Phillips, Education Specialist 

SUBJECT: UNTF Higher Education Fall Semester 2024

The following up date shows the number of students who were awarded scholarship under the Navajo Trust Fund (UNTF) and the San Juan Endowment for Fall Semester 2024.

CHAPTER	REG.UNTF STUDENTS		QTER STUDENTS		SJEND. STUDENTS		STT STUDENTS		AMOUNT TOTAL	
	#	AMT	#	AMT	#	AMT	#	AMT	#	
Aneth	12	\$ 36,169.00	1	\$2,466.00	6	\$ 15,963.00	0	\$ 0.00	19	\$ 54,598.00
Blue Mtn Dine	0	\$ 0.00			2	\$ 2,918.00	0	\$ 0.00	2	\$ 2,918.00
Dennehotso	0	0.00			0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
Mexican Water	0	\$ 0.00			0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
Navajo Mtn	0	\$ 0.00			0	\$ 0.00	0	\$ 0.00	0	\$ 0.00
Oljato	3	\$ 10,175.00			3	\$ 7,355.00	3	\$ 0.00	6	\$ 17,530.00
Red Mesa	5	\$ 16,450.00			3	\$ 6,289.00	0	\$ 0.00	8	\$ 22,739.00
Teecnospos	1	\$ 1,760.00			0	\$ 0.00	0	\$ 0.00	1	\$ 1,760.00
<b>Total:</b>	<b>21</b>	<b>\$ 64,554.00</b>	<b>1</b>	<b>\$2,466.00</b>	<b>14</b>	<b>\$ 32,525.00</b>	<b>0</b>	<b>\$ 0.00</b>	<b>36</b>	<b>\$ 99,545.00</b>

Total Reg. UNTF	21	\$ 64,554.00	SJ Endowment 2024-2025:	\$111,230.73
SJ Endowment	14	\$ 32,525.00	Fall Expended:	\$ 32,525.00
Qter: Wtr/Spr	1	\$ 2,466.00	Spring Expended:	\$0
STT	0	\$ 0.00	Summer Expended:	\$0
Combined Total	36	\$ 99,545.00	<b>Remaining Balance</b>	<b>\$ 78,705.00</b>

# FALL 2024 REGULAR UNTF FUND

STUDENT	AMOUNT	MAJOR	CL	Coll/Univ.	CHAPTER
1 Capitan, Christopher	\$ 2,775.00	Biology	BS	USU-L	ANTH
2 Done, Anthony	\$ 2,775.00	Biology	BS	UofU	ANTH
3 Done, Lennon	\$ 2,775.00	English	BA	UofU	ANTH
4 Etsitty, Luanita	\$ 3,388.00	Counseling	MA	NMHU	ANTH
5 Jim, Rueshandii	\$ 859.00	Engineer	BS	UofAZ	ANTH
6 Lacy, Jadan	\$ 2,775.00	Chemistry	BS	SUU	ANTH
7 Manheimer, Laikyn	\$ 2,322.00	Geology	BS	FLC	ANTH
8 Norton, Keona	\$ 3,700.00	Med. Lab Tech.	AAS	USU-L	ANTH
9 Primeaux, Lyrell	\$ 3,700.00	Criminal Justice	BA	FLC	ANTH
10 Tenorio, Felipe	\$ 3,700.00	Diesel Tech	AAS	SJC	ANTH
11 Tso, Danielle	\$ 3,700.00	HEP	BS	USU-L	ANTH
12 White, Sebastin	\$ 3,700.00	Inst. Controls & Elec	AAS	SJC	ANTH
13 Holiday, Jessica	\$ 2,775.00	Indigenous Sts	PHD	UofU	OLJA
14 Benally, Tayllano	\$ 3,700.00	Pre-Eng.	AS	UTU	OLJA
15 Whitehorse, Brandon	\$ 3,700.00	Public Health	BS	UNLV	OLJA
16 Atcitty, Synessa	\$ 2,775.00	Nursing	BS	UofU	RMES
17 Denny, Marcus	\$ 2,775.00	GS	AS	USU-B	RMES
18 Harvey Jr., Rex	\$ 3,700.00	Elec. Eng.	BS	USU-L	RMES
19 Lameman, Mallory	\$ 3,500.00	Business Adm	BS	D'C	RMES
20 Sam, Tiana	\$ 3,700.00	Integra Sts	MS	SUU	RMES
21 Dee, Haley	\$ 1,760.00	Biology	BS	FLC	TEEC
22					
	\$ 64,554.00				

## Fall 2024 QTER

1 Scott, Kiley	\$ 2,466.00	English	BS	UCLA	ANTH
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# FALL 24 SAN JUAN ENDOWMENT FUND

STUDENT	AMOUNT	MAJOR	CL	Coll/Ur	CHAPTER
1 Benally, Tavin	\$ 177.00	GS	AS	USU-B	ANTH
2 Hathale, Marquez	\$ 3,700.00	HvyEquip	CERT	USU-B	ANTH
3 Holliday, Crystal	\$ 2,775.00	Sociology	BA	USU-B	ANTH
4 Jones, Everett	\$ 3,700.00	Const. Mgmt	CERT	USU-B	ANTH
5 Tapaha, Robryan	\$ 3,532.00	GS	AS	USU-B	ANTH
6 Wilson, Aaliyah	\$ 2,079.00	Integra Sts	BS	USU-B	ANTH
7 Cly, Antonio	\$ 146.00	GS	AS	USU-B	BMDC
8 Buenaventura, Ammarie	\$ 2,772.00	Sociology	BA	USU-B	BMDC
9 Binale, Noami	\$ 1,427.00	GS	AS	USU-B	OLJA
10 Mose, Sameon	\$ 3,501.00	HEP	BS	USU-B	OLJA
11 Chee, Kanisha	\$ 2,427.00	GS	AS	USU-B	OLJA
12 Joe, Lacy	\$ 2,426.00	GS	AS	USU-B	RMES
13 Thomas Jr., Everett	\$ 2,436.00	Soc.Crim Jus	BA	USU-B	RMES
14 Yamashita, Madison	\$ 1,427.00	Integra Sts	BA	USU-B	RMES
15	\$ 32,525.00				

September 17, 2024

Dear Utah Navajo Trust Fund Scholarship Committee,

I am writing to express my gratitude for Utah Navajo Trust Fund's support in my college education. I received a degree in Political Science B.S. and a minor in American Indian Studies from Arizona State University with Summa Cum Laude academic recognition this past May. I am immensely grateful for the financial support the organization has provided these past four years. Thank you for instilling your generosity and contribution each semester.

I would especially like to thank Dorothy Phillips, Education Specialist for her support and work in distributing funds to the institution, semesterly correspondence, and assisting in maintaining scholarship eligibility.

UNTF's support not only aided me financially but will continue to motivate me to strive for excellence in all my endeavors. I am committed to making the most of this opportunity and hope to one day give back to others in a similar way that you have helped me.

Thank you once again for your generosity and support. UNTF's contribution will have a lasting impact on my educational journey.

*-FYI'*

sign: acknowledge

1. *[Signature]*
2. *Janice B. [Signature]*
3. *[Signature]*
4. *[Signature]*
5. *[Signature]*
6. *[Signature]*
7. *[Signature]*
8. *Black*

Ahéhee'

Téa Scott

Arizona State University  
Official Transcript

Page 1 of

Name: Tea Scott  
Student ID:

Tea Scott

Montezuma Creek, UT 84534  
USA

Degrees Awarded

Degree: Bachelor of Science  
Confer Date: 05/06/2024  
Degree GPA: 4.00  
Degree Honors: Summa Cum Laude  
Plan: Political Science  
The College of Liberal Arts and Sciences  
American Indian Studies (Minor)



osap - 2020

**DATE:** October 11, 2024

**TO:** Tony Dayish, UNTF Administrator

**FROM:** John Nakai Project Manager

**SUBJECT:** UNTF Project Managers Report

### **Aneth Chapter**

Hamilton Clark self-help material estimates for renovation received. Items have been ordered through Home Depot. Waiting on NRF funds to complete purchase of materials.

Matthew Jim (Veteran Project) foundation and cement floor poured. Framing complete. Windows and doors installed. Electrical and plumbing rough in started Oct 1 2024

James Nez (Veteran Project) Framing complete. Windows and doors installed. Electrical and plumbing rough in started Oct 1 2024

Herbert and Elsie Keams will be the clients for Design Build Utah's 2024 Project. Construction started Sept 4 2024. Framing and roof currently in process, October 15 will be the top off celebration.

### **Blue Mountain / West Water**

Phillip Atene Roof repairs and siding 70% all materials delivered

Wood Project coordination with UNHS to help elders receive a load of wood for West Water Elders. (Oct 2024)

Westwater dump trailer and water hauling ready for community use. Includes maintenance, plate registration, agreement with Blue Mountain Dine for operation and maintenance (Feb 24)

Westwater Subdivision land survey and recording through San Juan County and Navajo Nation, community has finalized lot assignments. All documentation is submitted to Navajo Nation for review

Westwater water access point discussion with Blanding city, IHS, Navajo Nation Dept of Water Resources. IHS has installed a water access point next to the city maintenance Yard for community use until water is established in the West Water community, which is in use now. (Agreement made for water hauling services for West Water)

NTUA and NECA are on site, cleared trees along route, mobilized and set up Lot 1 for storage and staging. First construction meeting was on Sept 11 and then meetings schedule will be on Wednesdays at 10 am.

Dan Black Trailer roof leaking was addressed for the seams along the metal roof an assessment will be conducted at a later time to determine the scope of work for upcoming spring project. Client was advised to request a project through Blue Mountain Dine for the renovation work. (still Not an approved BMDC project)

Bessie Nez (Blue Mountain Dine) (Dec 2023) client is creating a priority list to focus available funds (roof, interior insulation, drywall, and paint) Project priority list is complete. Client was advised to request a project through BMDC.

Lee King Trailer repairs, client was advised to go through the formal process to have Blue Mountain Dine Community request for funding to replace toilet and do roof repairs.

Volunteer group (Ramone Group 14 youth 6 adults) helped with wood hauling and painting of Bessie Jelly on June 12-14-2024.

### **Dennehotso Chapter**

Dennehotso Project Tiny Homes – Providing technical assistance (July 2024), This is a tiny home that will be utilized for emergency situations. First unit is 90% complete, second unit is at 20%

### **Mexican Water Chapter**

Johnson Skow new construction 90 % Shell is complete, plumbing is 100%, electrical rough-in 100%

### **Navajo Mountain Chapter**

#### **Oljato Chapter**

Francine Shorty new construction foundation complete. Chapter needs to request more funds to cover the shortfall

Roger Nelson Chapter needs to request more funds, only approved enough funds for foundation.

Avery Atene Chapter needs to request more funds, only approved enough funds for foundation.

Patti Bedonie Chapter needs to request more funds, only approved enough funds for foundation.

### **Red Mesa Chapter**

Stanley Sam new construction electrical and plumbing completed. Insulation completed drywall complete paint complete, bathrooms tile 100%, flooring 100%, cabinets 90%. Overall project 90% scheduling for cement porch will be fall of 2024, will include spot footings for covered porch posts

Melissa Curley planning phase 1% will be choosing one of UNTF floorplans 28x44 size

Tonia Bedonie 99% interior trim, countertop, touch ups are items that are needed to be finished. IHS has connected the dwelling to water at the end of August.

Calandra Hollie New construction at painting stage, cabinet design created, cabinets for bathrooms are being selected. Flooring is currently being selected. Overall project 60%

Samuel Dee Self Help remodel, materials are ordered. Materials are now onsite and getting installed. Overall project 95%

Wood stove / pellet stove Working on securing wood/pellet stoves for our current UNTF projects along with clients from Red Mesa, Mexican Water, and Teecnospos chapters



Raymond and Jaylene Deschene New construction 28x44 Comb Ridge plan. Foundation in place. Confirming materials for subfloor package. Their son is a licensed contractor who is willing to construct the home at no charge for his parents. (Handyman Bam, LLC)

### **Teechnospos Chapter**

Fenesia Manygoat new construction foundation complete, house shell complete, windows and doors installed. Metal roofing 100%, Plumbing rough in 100%, Electrical rough in complete 100%, Overall project 75% UNTF assisted with installing drywall ceiling, around all doors, and windows

Alvylena Benally Trailer still on lot and working on documents to transfer or sell trailer. 1%

Jerry Vance volunteer group assisted in framing the home of Karen Begay as well as helping with the insulation for Fenesia Manygoat. (June 27-31, 2024)

### **Completed Projects**

Westwater Ramon Roberts volunteer group, wood hauling and painting of Bessie Jelly. (June 12-14, 2024)

Westwater Homesite Leases completed (Mar 2022)

Westwater Powerline Project complete (August 2021)

Westwater volunteer groups from California (2 separate groups) helped with community clean up 4/3 – 4/6, 30 yrd trash bin delivered per community request.

Carmen Dee (Teechnospos) (Dec 2020) DBU@B project 800 Sq. Ft.

Phileomena and Fabian Mitchell (Mexican Water) (Dec 2021) DBU@B “U” shaped house 800 Sq. Ft.

Catherine Plummer (Red Mesa) (Dec 2022) Design Build Utah (DBU@B) formally Design Build Bluff

Herman Norton (Aneth) (Dec 2023) DBU project Aug 30 – Dec 16

Gil Keith (Blue Mountain Dine) (Summer 2021) Roof repairs work completed by DD&I Construction LLC

Benjamin Keith (Blue Mountain Dine) (Summer 2021) Roof repairs work completed by DD&I Construction LLC

Spencer Singer (Blue Mountain Dine) (Summer 2022) Roof repairs on old section of home, work was completed by Knight Construction LLC

Lynn Begay (Aneth) (Spring 2021) Roof repairs and drywall replacement

Patsy Billie (Aneth) (Oct 2023) new construction by Sacred Mountain LLC

Sara Slowman (Aneth) (Jan 2023) new construction by Sacred Mountain LLC

Rose Phillips (Aneth) (Jan 2023) new construction by Sacred Mountain LLC

Roseanna Tenorio (Aneth) (Dec 2023) renovation by Sacred Mountain LLC started on 5-1-23 Project

Cecelia Joe (Aneth) (Sept 2023) renovation by Ed Yazzie Construction (EYC LLC) started on 5-8-23 Project

Janice Bitsoie windows, doors, and flooring are the items to be replaced, last item is front door replacement materials are on site. (Blue Mountain Dine) (Feb 24) This is a self-help project

**Halgaitoh Powerline Project**

Project is complete (Jul 2023)

**Blue Mountain Apartments**

**Montezuma Creek Child Care Center (MC-CCC)**

Project is complete and passed all inspections. Center open house March 29, 2024

**Aneth Solid Waste Station**

Project is complete and now open.

**Aneth 24-Acre**

**Aneth Warehouse**

Completed October 2023

**Montezuma Creek Community Center** \$3.4 million approved by NN Council Sihasin funding, bidding was completed March 2024. They are in negotiations with contractor.

## **CONSTRUCTION PROJECTS BY U.N.T.F. CREWS**

**October 11, 2024**

- 1 98% Brian Stanley (Dennehotso) 28x44 New House  
The medicine cabinet, bi-fold closet doors, ceramic tile, sink faucet, fan, countertop, toilet bowl, and vanity were all recently installed. The current work is the baseboard and casing work. Next is the cleaning and finish items.
- 2 95% Johnson Skow (Mexican Water) 18x32 1-Bedroom  
The house is almost completed. The current work on closet shelves and the trim-out house wiring. Next is the countertop, cabinets, kitchen sink, and under sink connections. Part of the delay with this project that he doesn't leave a key for the work crews.
- 3 85% Roy Hathale (Dennehotso Comb Ridge BKRR Project)  
A 16x20 Addition was built with an ADA bathroom and bedroom. Next is the installation of the toilet bowl, vanity, water & supply lines, baseboard, and casing. The current kitchen will be renovated later on as well.
- 4 85% James (Armeda) Benally (Red Mesa) Wheelchair Ramp  
The deck and roof structure has been completed and the wheelchair ramp is currently being worked on. Included in the work would be to bring more earth fill to flatten out the ground around the ramp areas
- 5 84% Stanley Sam New House Project  
This is a self-help project with some help from the UNTF work crews on the plumbing & other specialty work. The most recent work completed by the homeowners is the interior doors, casing, baseboard, and closet shelving. Next is the countertop for cabinets.
- 6 68% LaQueena Martin New House 28x36 2-Bedroom.  
The house shell has been completed, including the installation of the siding, soffit, trim, and exterior paint. The interior plumbing and rough-in electrical house wiring has been completed as well as the insulation & drywall work. The current work is on texturing and painting.
- 7 68% Anthony & Linda Eddie (Red Mesa) 28x44 New House  
The house shell has been completed, including the installation of the siding, soffit, trim, and exterior paint. The interior plumbing and rough-in electrical house wiring has been completed as well as the insulation & drywall work. The current work is on texturing and painting.
- 8 62% Karen Begay (Teechnospos) 28x44 New House  
A volunteer work group came from Santaquin, UT to do most of the framing. The UNTF work crews have completed the house shell the exterior work, rough-in plumbing, and insulation work. The electrician finished the rough-in electrical house wiring work. They are currently working on the drywall work.
- 9 60% Danny Atene (Dennehotso Comb Ridge BKRR Project)  
Addition to the east is done and the kitchen door was moved to the east. The bathroom and kitchen needs to be finished out, add WH, and minor renovation on house.
- 10 43% Gourdin & Blair (Maryboy) Bitsinnie (Red Mesa) 28x44 New House  
The house shell has been completed, including the installation of the siding, soffit, trim, and exterior paint. The interior plumbing and rough-in electrical house wiring has been completed as well as the insulation & drywall work. The current work is on texturing and painting.

- 11 10% Nancy Tsosie (Dennehotso Comb Ridge BKRR Project)  
Originally, a medium amount of work was scheduled in conjunction with the water line project but a tornado did major damage to the roof and house. The client decided not to request for a new house but to go with major renovation. Additional funding will be needed for this project. Tony Dayish has been working on the floorplan revisions with Nancy Tsosie, which is completed now. UNTF is currently waiting on Chapter approval and a Chapter Resolution for the additional funding.
- 12 10% Joan Tsosie (Dennehotso Comb Ridge BKRR Project)  
A bathroom and washer/dryer 12x16 addition will be added to the house. The footing, stem wall, under floor plumbing, floor joists, floor insulation and floor decking are done. Next is the walls and trusses and roofing. The existing house will be renovated inside and outside including new windows, flooring, and kitchen cabinets.
- 13 5% Vicky Joe & Kenneth (Red Mesa) MH Renovation, Skirting, Addition, & Wheelchair Ramp  
Waiting on the family to move their belongings out of one room so UNTF crews start renovating one room at a time. A block skirting and bedroom addition will be constructed and the wheelchair ramps needs to be corrected to the ADA code of 1% or less slope.
- 14 5% Luther Deswood (Dennehotso Comb Ridge BKRR Project)  
A lot of major work is needed on this house to complete the renovation: the existing bathroom will be converted to an ADA bathroom, the kitchen wall will be moved 2 feet to enlarge the bathroom, and other renovation such as trim-out electrical house wiring, finish flooring, painting, and a concrete deck.
- 15 5% Frank Warren (Red Mesa) 28x44 New House  
The footing, stem wall, underground plumbing, and concrete floor has been completed. Next is the walls, trusses, roofing, doors & windows.

#### UPCOMING / PENDING PROJECTS

- 1 95% John Blake (Navajo Mtn)  
Completion items TBD by Family/Frank Warren/Tony Dayish
- 2 95% Murphy Chief (Navajo Mtn)  
Completion items TBD by Family/Frank Warren/Tony Dayish
- 3 95% Helen Tsosie (Red Mesa)  
The bathroom and other minor items were completed. The current problem is on the Septic tank & Leach Field that is not draining. There were pipes that were cleared out and UNTF is monitoring the septic tank. The deck was also be built on the front of the house and the wall cabinets on top of the kitchen sink are still needed. The Leach field might have been replaced by IHS, need to confirm.
- 4 90% Maxine Etcitty (Mexican Water) House Renovation  
The front deck and wheelchair ramp was repaired and renovation will be done in one bedroom after the family moves items out of that bedroom.
- 5 75% Bessie Bitsuie (Red Mesa) Wheelchair Ramp  
The ramps were constructed by the Red Mesa Chapter Public Employment Program work crews but the ramps were built too steep with a 3.5% slope. These ramps needed to be corrected to the ADA code of 1% or less slope.

- 6 75% Cynthia Tapaha (Red Mesa) Wheelchair Ramp  
The ramps were constructed by the Red Mesa Chapter Public Employment Program work crews but the ramps were built too steep with a 3.5% slope. These ramps needed to be corrected to the ADA code of 1% or less slope.
- 7 75% Hwy 191 Fence Repair Project Repair sections of fences that are too low or have been undercut by wind erosion. UNTF crews will work on this when there is a break in the work assignments.
- 8 75% Marilyn Holly (Red Mesa) Wheelchair Ramp  
The ramps were constructed by the Red Mesa Chapter Public Employment Program work crews but the ramps were built too steep with a 3.5% slope. These ramps needed to be corrected to the ADA code of 1% or less slope.
- 9 75% Lester Blackhorse (Mexican Water) 20x26 New House  
The house is completed up to the drywall stage. The taping & texturing were completed and painting is next. The flooring is installed, the case & base is current being done and the interior doors are next. The electrician was instructed to start prepping for the trim-out. The client is deceased and UNTF has been notified that the house will be transferred to Melinda Blackhorse.
- 10 50% Alice Yellowhorse (Teechnospos)  
The completion items in the kitchen and the renovation work in the bathroom have been completed. The next task is for the homeowner to move all the items out of one of the bedrooms so the work crews can do renovation work in that room.
- 11 10% Lisa & (Max) Benally (Red Mesa) New House  
28x44 House, 3 Bedroom Not started yet. The foundation dig-out has been completed the the footing is next; however, this project is at a standstill because of a Land Dispute. The trusses & cinder blocks have been transferred to other projects and these items will be re-purchased for Ms. Benally if the project continues on.
- 12 10% Oljato Chapter Administration Double-Wide Mobile Home Office Several renovation items are needed including a new HVAC system. The UNTF crews will do most of the work for renovation construction. The Oljato Chapter has other priorities at this time and has requested that this project should be started later on.
- 13 9% Marilyn Robinson (Red Mesa) 28x44 New House  
Match Funding in the amount of \$129,360 has been approved but there was a discrepancy in the homesite lease location so the survey is being re-done.
- 14 8% Anita Dee (Red Mesa) 28x44 New House  
The homesite lease needed to be moved as short distance because the powerline was built on top of the lease area. An archaeological study and land survey and biological clearances are currently in process.
- 15 8% Teddy Bitsinnie & Pearlinda Folgheraiter (Navajo Mountain) 28x44 New Veterans House  
The UNTF portion of the funding has been approved and the UNTF crews will get started with the foundation work after the NRF portion is approved.
- 16 8% Gordon Warren & Loretta King (Navajo Mountain) 28x44 New House (Burnout)  
The UNTF portion of the funding has been approved and the UNTF crews will get started with the foundation work after the NRF portion is approved.



- 17 8% Sam Atene (Dennehotso Comb Ridge BKRR Project)  
Medium amount of work; repairs to house, bathroom, and decks.
- 18 6% Jack & Marie Etcitty (Mexican Water) Veterans Housing  
New house project: not started yet. Funding approved from UNTF; waiting on NRF funding.
- 19 5% Melvin Redhorse (Mexican Water) 28x36 New House  
The transfer of the previous homesite lease and MH unit to their daughter and the work on the archaeological clearance and land survey is in process.
- 20 5% Mike Valentine (Oljato)  
Repair water heater connection, door, and weatherstripping for the WH door, level floor in bathroom and re-install toilet set, ensure all water & sewer connections are functional, not leaking, tape & texture in bathroom, and paint.
- 21 5% Oljato Bathroom 16 SS Additions About 9 additions will be built. A group from UNTF, IHS, and the Oljato Chapter conducted site visits to each proposed addition. UNTF is working on a cost estimate and materials list and the Chapter will be submitting a funding proposal later on.
- 22 5% Mexican Water Chapter ARPA Small Houses. The Chapter has requested UNTF crews to build small houses using ARPA funding. The Chapter is checking with the NN to see if this can be arranged. UNTF had a meeting with JSRa, the IDIQ that was assigned to this project.
- 23 5% Red Mesa Senior Citizens Center Repairs  
Herman Farley is requesting an assessment of the water heater and HVAC that is not working.
- 24 5% Mary Tsosie (Dennehotso Comb Ridge BKRR Project)  
Minor work: inspect plumbing to ensure systems are working properly
- 25 5% Mistine Smith (Dennehotso Comb Ridge BKRR Project)  
Minor work: inspect plumbing to ensure systems are working properly
- 26 5% Cynthia Bitsuie  
A cost estimate of the roof repairs and other repairs to their double wide mobile home was sent to the Red Mesa Chapter.
- 27 5% Dennis Hathale (Dennehotso Comb Ridge BKRR Project)  
UNTF has been assisting with the requirements of the Land Survey, and Archaeology Clearance before completion of plumbing work.
- 28 5% Herbert Yanito (Dennehotso Comb Ridge BKRR Project)  
Minor work: inspect plumbing to ensure systems are working properly.
- 29 5% Josephine Trevizio (Dennehotso Comb Ridge BKRR Project)  
Minor work: inspect plumbing to ensure systems are working properly

## COMPLETED PROJECTS (2018-2024)

- 1 Norman Nakai, Veterans (Red Mesa) 28x36 new house
- 2 Natoni Nakai (Red Mesa) 28x36 new house
- 3 Isabel Emerson (Red Mesa) house renovation
- 4 Patsy Silas (Red Mesa) 28x36 new house
- 5 Lorraine Silas (Red Mesa) 28x 36 new house
- 6 Leo Blackhorse (Red Mesa) 28 x 40 new house
- 7 Lula Benally (Red Mesa) 28x36 new house
- 8 Hugh Pelt, Veterans (Mexican Water) 24x36 new house
- 9 Esther Martin Mark (Red Mesa) 14x70 Single wide trailer renovation
- 10 Willis Whitehorse, Veterans (Red Mesa) 14x60 single wide trailer renovation
- 11 Nellie Dishface (Red Mesa) 24x40 new house
- 12 Huberta Slim (Dennehotso) 28x44 new house
- 13 Jessica June (Dennehotso) 30x42 new house
- 14 Bldg 388 windows replaced, water damage boards replaced, concrete apron completed, ext painting
- 15 Transitions Building rails were completed, toilet repairs, roof overhang repairs
- 16 Sewing Plant: cleaned up the building in prep for leasing
- 17 UNTF Office Bldg Blanding GSB Re-Roofing (Entire Roof) Project completed by DFCM
- 18 Janet Mark (Red Mesa) 28x44 new house
- 19 Karen Holiday (Red Mesa) 28x44 new house
- 20 Ty Coggleshell (Red Mesa) 16x24 new house
- 21 Shaun Eskee (Red Mesa) 28x40 new house / Powerline connected 7/31/2024
- 22 Ronald Hunt, Veteran (Red Mesa) 28x44 new house
- 23 Gaylene Nez (Red Mesa) 24x40 house
- 24 Edelbert Slim, Dennehotso, 16x24 Addition (June 2021)
- 25 Marilyn Toney Yazzie (Red Mesa) 20x44 house (July 2021) (added wiring to WH & dryer Oct 2023, Pellet stove, pad installed Nov. 2023)
- 26 Daisy Holiday (Red Mesa) House Renovation (July 2021)
- 27 Jimmy Chee (Oljato) Roof Repair (August 2021)
- 28 Esther Mark Martin 100% Replaced Roof Sept 2021
- 29 Arlene Rivera (Teecnospos) 24x40 house renovation 100% Sept 2021
- 30 Marilyn (Mary) Begay (Teecnospos) 100% Sept 2021
- 31 Kefrin Ann Cly (Oljato) 28x44 new house 100% Sept 2021
- 32 Brenda Brown (Oljato) 100% January 2022
- 33 Gordon Folgheraiter (Naatsis'Aan) 28x44 new house 100% August 2022
- 34 Hugh Pelt Veterans New House completed June 2022
- 35 Charles Betsuie (Mexican Water) 24x40 House Renovation Project 100% September 2022
- 36 Lillian Johnson (Teecnospos) Wheelchair Ramp & Observation Ramp 100% October 2022
- 37 Tony Dee House Addition & ADA Project 100% The ADA modifications were completed in the single wide trailer: the Addition was not started and the client has died in the meantime and the Unspent Balance was returned to the Red Mesa Chapter Projects budget.
- 38 Mamie Stanley (Dennehotso) 24x40 house renovation 100% November 2022
- 39 Harvey Yazzie (Teecnospos) 100% November 2022
- 40 Wyona Atene (Oljato) 100% February 2023
- 41 Jerrald Dee (Red Mesa) 28x44 New House 100% Completed May 10, 2023
- 42 Clarence Whitehorse (Aneth) House Addition & Renovation 100% Completed May 10, 2023
- 43 Anna Sampson & Dixon Jones 100% completed March 19, 2023  
Installed water heater that homeowner purchased. UNTF purchase minor items.

- 44 Jean Cly 100% completed March 26, 2023  
Installed shower pan and renovated bathroom and purchased doors.
- 45 Allen Gene Holly (Red Mesa) 16x18 House Addition 100% completed May 01, 2023
- 46 Victoria Dee (Teechnospos) House Renovation completed June 2023
- 47 Tully Lameman, Sr. (Red Mesa) Wheelchair ramp was completed July 2023
- 48 Elizabeth Yellowman Warren (Mexican Water) 32x40 New House completed Nov. 01, 2023
- 49 Ryan E. Benally (Red Mesa) New House Project (Veterans) Completed Nov. 01, 2023
- 50 Anthony & Rachel Dee New House Project 28x36 2-Bedroom House completed March 2024
- 51 Leonora Lameman, Veteran, & Bryan Sloan (Naatsis'Aan) 28x44 New House Completed April 2024
- 52 Gina Smith New House Project 28x36 2-Bedroom House completed January 2024
- 53 Lucille Murphy (Red Mesa) New House 28x44 3-Bedroom completed April 2024
- 54 Mary Barlow (Red Mesa) New House 28x44 3-Bedroom completed April 2024 / Powerline connected 7/31/2024
- 55 Marylene Tapaha (Red Mesa) completed April 2024
- 56 Henry Saltclah (Teechnospos) 2,253 Sq.Ft. declared as completed in April of 2024, Mr. Saltclah is deceased and the only item left was to convert the master bathroom into an ADA bathroom. The remaining funding will be returned to the Chapter
- 57 Ina Blackwater Miles (Red Mesa) Wheelchair Ramp Slope Correction completed in May 2024
- 58 Darlene Eddie (Red Mesa) 28x36 2-Bedroom completed in May 2024
- 59 Raymond Billy John (Red Mesa) New House 28x36 2-bedroom. The foundation digging was the only work done then the client died when project started and the funding will be returned back to the Red Mesa Chapter's budget.
- 60 Willis Whitehorse (Red Mesa): Convert bathroom into ADA bathroom 100% complete June 28, 2024
- 61 Spencer Singer (BMDC) Roof Repair completed Sep.10, 2024
- 62 John & Katera Martinez (Red Mesa) New House (Veterans) 28x44 3-Bedroom completed Sep. 20, 2024
- 63 Samuel Dee (Red Mesa) House Renovation Self-Help completed Sep. 20, 2024
- 64 Sylvia Zhonnie Ben (Teechnospos) 24x46 completed October 03, 2024
- 65 Lillian Thomas (Red Mesa) Wheelchair Ramp completed October 03, 2024

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65 House Projects Completed since 2018 (6 years)

10 House Projects Completed Per Year

SPENCER J. COX  
Governor

DEIDRE HENDERSON  
Governor

MAROL M. OAKS  
UNTF Board Chair

TONY DAYISH  
Administrator



## State of Utah

### Utah Navajo Trust Fund



#### UNTF Administrator's Report

To: the UNTF Board of Trustees (BOT) and the Dine' Advisory Committee (DAC)

Date: October 11, 2024 DAC-BOT Combined Meeting

1 Westwater (WW) Waterline Project

- a. NTUA/NECA has been working on the horizontal drilling under Westwater Canyon for waterline, which is mostly complete now. They have also been doing excavation work to install the waterline mains and next will be the laterals to each house.

2 Aneth 24-Acre Development Master Planning

- a. DFCM & CORE Architecture have completed the preliminary engineering work and estimates. The project cost for the entire project is \$88.5 million which consists of 15 buildings/projects.

3 Montezuma Creek Community Center (Multi-Purpose Bldg)

- a. When the bids came in, the low bid came in at \$3.9 million. The Chapter has negotiated with the Contractor to bring the construction down to \$3.5 million so the project can get started. The NN-Sihasin program has funded \$3.4 million so additional funding is needed and \$250,000 is being planned to be transferred from another Aneth project that has been completed.

4 Dennehotso 11 SS Comb Ridge Bathroom & Kitchen Preparation Project

- a. UNTF has completed the addition at Roy Hathale but will need kitchen renovation later on, the work crews are currently working on the Joan Tsosie addition. UNTF has plans to renovate four other houses on this project.

5 Blanding GSB Boiler Replacement

- a. The target date for completion is the end of November 2024 and the company, Combustion & Controls, LLC is on schedule. This will provide a new and updated heating & cooling system for the Blanding Gov't Services Building (UNTF office building).

6 Naatsis'Aan Chapter House Renovation Project

- a. This project is at a standstill now probably due to a large amount of work that is placed on the NN-CPMD and not enough staff to get all the projects done.

7 Red Mesa Administration Building Project

- a. This project is at a standstill now probably due to a large amount of work that is placed on the NN-CPMD and not enough staff to get all the projects done.

8 Montezuma Creek Post Office Project

- a. The architectural work has been completed and the next step is for the Navajo Utah Commission to obtain construction funding.
- b. The U.S. Postal Service will provide their own design, their own boxes, counter, offices, receiving areas and that 2,000 sq. ft. will be provided to the post office. The lease agreement will be negotiated to account for USPS initial investment in this building.
- c. The remaining 1,200 of the building will be constructed and leased out to either UPS, FEDEX, or possibly to a Credit Union.

9 Wood Hauling Project

- a. The wood hauling project for this year was held on September 12, 2024. UNTF crews obtained the wood from the Monticello side of Blue Mountain this year.
- b. In coordination with UNHS, UNTF will also receive 3 loads (18 wheeler) of pine logs from Colorado.

10 Hwy 162 Re-Construction Project

- a. The work for this project has began. The re-construction work will include from Bluff to Montezuma Creek to Aneth to the Colorado State line and also Montezuma Creek to McCracken Mesa connecting to Hwy 191 south of the White Mesa Ute reservation.

11 Orientations

- a. Orientations have been held for new Chapter Managers, CSC's, Housing Specialist, or Housing Committees for the Aneth, Dennehotso, Mexican Water, Oljato, Red Mesa Chapters regarding housing and other project funding proposal procedures.