

Newsletter of the Hualapai Tribe

2013 SPECIAL TRIBAL ELECTION

MONDAY, APRIL 15, 2013

Polling Place: Multi-Purpose Building
Polls Open From 8:00 A.M. to 5:00 P.M.

Tribal members shall vote to fill two (2) council seats

Absentee Voting will be permitted.

No Write-In Candidates.

If you turn 18 before the Special Election, please bring proof of age.

HUALAPAI TRIBE

REQUEST FOR PROPOSALS

For

RENOVATION OF AN EXISTING HOME

For

THE HUALAPAI PLANNING DEPARTMENT

Inside this issue:

Community Events &
Information **2**

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**Regular Council Meeting on
April 1, 2013 at 8:00 a.m.**

**Hualapai Tribal Admini-
stration**

Tribal Chambers

1. Overview:

The Hualapai Indian Tribe is soliciting construction services for one renovation project under the Housing Improvement Program. The Tribe has been awarded \$35,000.00 to renovate one existing home and is open to bids from Licensed, bonded, insured, in good standing, Arizona Contractors to renovate an existing home in Peach Springs, Arizona. Verification of these items is required in your bid proposal. A 1% T.E.R.O. (Tribal Employment Rights Office) Tax is required to be added to your proposals and is also required to be paid to the T.E.R.O. Office before construction starts as well as meeting with the T.E.R.O. Officer to make sure all Tribal Employment laws are in compliance. Native owned companies will be granted 5% preference (with verification). The Tribe has adopted the 2009 I.C.C. Building Code and the 2008 National Electric Code, all work is to be completed to these standards. All standard Building Inspections, Plan Review, and building permits are required by the Planning Office. The Arizona State Registrar of Contractors has authority on Hualapai Tribal land. All health and safety regulations are required to be followed. All construction debris are to be removed from the reservation and recycled appropriately, all debris are to be contained in roll off dumpsters. All work is to be on schedule with the home owner and the Planning Office upon successful approval of a contract with the Tribe. All materials are to be approved by the Tribal Planning Department. Construction proposals are to be broken out and line itemized with the total. Payment schedule will be two payments. 1st payment will be at half way point of completion of project and full payment at total completion. Warranties to be provided with payment request.

2. General Information:

Name of Owner: Hualapai Indian Tribe
P.O. Box 179
Peach Springs, AZ 86434

Tribe's Representative: Kevin Davidson, Planning & Economic Director
Hualapai Planning Department
P.O. Box 179/887 W. Highway 66
Peach Springs, AZ 86434
(928) 769-1310
kdavidson@Hualapai-nsn.gov

Project Location: Hualapai Reservation
651 Diamond Creek Road
Peach Springs, Arizona

3. Deadline:

Proposals will be due in the Hualapai Planning Department by Five o'clock pm, Friday, April 19, 2013. The Planning Department is located next to the Best Market Store on Route 66 in Peach Springs Arizona.

All proposals must include three copies in a sealed envelope clearly marked:
"Residential Renovation of 651 Diamond Creek Road of Peach Springs"

Telefax and electronic transmissions of proposals will not be accepted. Proposals will become the property of the Tribe, and will not be returned. Any late proposals will be rejected.

4. Statement of Work:

Construction Renovation:

- A. Master Bedroom Expansion
 - 1. Insulate, drywall, texture, and paint.
- B. Master Bathroom Expansion
 - 1. Insulate, drywall, texture, and paint.
 - 2. Install Roll-in Tub.
 - 3. Install A.D.A. toilet and exhaust fan.
- C. Kitchen Expansion
 - 1. Remove entrance closets and walls.
 - 2. Install new kitchen cabinets, counter tops and light.
- D. Install new down draft cooler.
 - 1. Remove vent under cooler.
- E. Bathroom 2
 - 1. Install small window, exhaust fan and remove mold damage.
- F. New door on heater closet/register.
- G. New exterior Door jams.
- H. New doors and trim where needed.
- I. New 50 gallon water heater.
- J. Remove top half of 2-7 feet walls in hallways.
- K. Patch drywall, tape, texture, and paint.
- L. Removal of water hose connection outside front of home.

5. Pre-construction tour:

The project will have a contractor pre-construction tour on Friday April 12, 2013 at noon, starting at the Hualapai Tribal Office in the Tribal Chambers.

**HUALAPAI TRIBE JUDICIAL SERVICES
PROBATION MISSION**

PROBATION VISION, GOALS AND OBJECTIVES

OUR VISION IS TO PROVIDE MONITORING AND MENTORSHIP TO PROBATIONERS BY ENCOURAGING ALL TO COMPLY WITH COURT ORDERED PROBATION STANDARDS AND STIPULATIONS.

OUR GOALS ARE TO ENHANCE EMPLOYMENT, EDUCATION, EXCELLENCE AND EXERCISE; THE FOUR ES TO INDIVIDUAL SUCCESS.

OUR COMMITMENT IS TO ASSIST A PROBATIONER TO REDISCOVER VALUES, RESPONSIBILITY AND DIRECTION TO ALLEVIATE RECIDIVISM AND ASSIST WITH PREVENTION OF GENERATIONAL SUBSTANCE ALCOHOL, ABUSE, PRIMARILY OUR

APPROACH IS TO HELP CREATE A SAFE AND ALCOHOL/DRUG FREE ENVIRONMENT AND SECONDARILY, WE HOPE TO IDENTIFY RISK GROUPS.

HUALAPAI JUDICIAL SERVICES

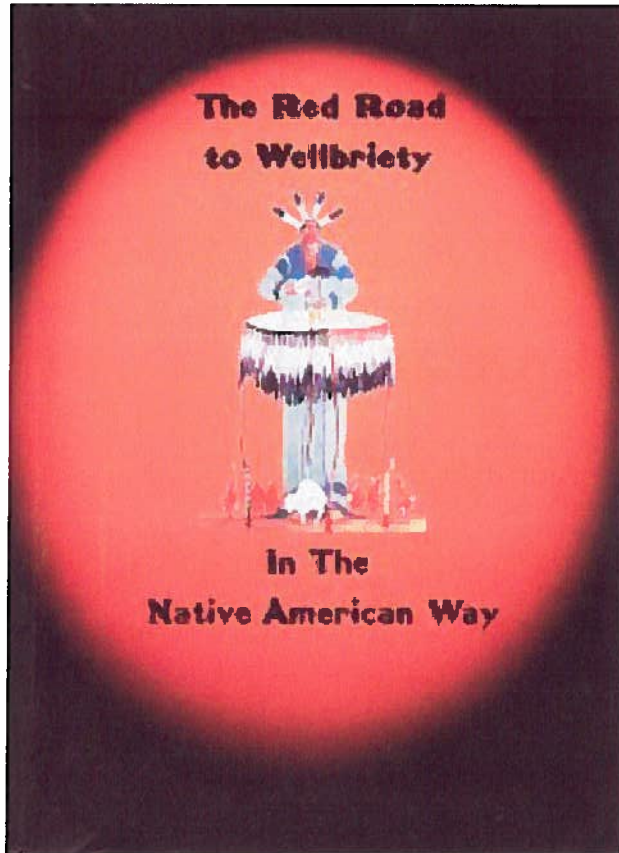
PROBATION DIVISION

BRETT GILSTRAP, ADULT PROBATION OFFICER

JADE HONGA, PROBATION OFFICER

MARGARET VAUGHN, PROBATION SUPERVISOR

INTRODUCING



GETTING BACK TO THE PERSON YOU WANT TO BE, FOR A BETTER HOME, COMMUNITY, AND SPIRIT

ADULT WELLBRIETY

TIME: 5-6 PM

WHEN: 4/25/2013

WHERE: HUALAPAI TRIBAL COURT JURY RM

OPEN TO ALL ADULTS 18+

PLEASE FIND A BABYSITTER
NO CHILDREN ALLOWED

IS THERE SOMETHING ABOUT YOURSELF YOU WANT TO IMPROVE?

DO YOU WANT TO RID YOURSELF OF BAD THOUGHTS AND HABITS?

WE MAY BE ABLE TO HELP YOU ADDRESS THESE TWO QUESTIONS.



WELLBRIETY GROUP GATHERING

EVERY FRIDAY @ 9:30 A.M.

HEALTH DEPT. CONFERENCE ROOM

YOUTH AGES 8-17

- WELLBRIETY FOR YOUTH UTILIZES LEARNING - PLAY EXERCISES THAT TAKE PLACE WITHIN CULTURE AND MAKE SENSE TO YOUNG PEOPLE.
- TRADITIONAL METHOD OF HELPING YOUTH TO LEARN TO COPE, EXPRESS THEMSELVES AND PARTICIPATE IN PROBLEM SOLVING WITH OTHER YOUTH.
- THE PROGRAM ENCOURAGES EXCELLENCE AT SCHOOL, AND DREAMS OF MEANINGFUL AND HEALTHY CAREERS.



Tribal Turkey Hunt

(Hualapai Tribal Members Only)

10 Tags Available

Cost: \$32.10

**DRAW DATE: Fri, April 12, 2013 at
4:30pm**

**HUNT DATES: Sat, April 20 thru
Thursday, April 25, 2013**

GOOD LUCK!

**Put your name in the can, at the Hualapai Game & Fish
Dept. Office
(aka Wildlife office)**



SILENT BID VEHICLE AUCTION

**1991 FORD VAN, LIGHT BLUE, ONLY GOOD FOR PARTS
LOCATED AT TRIBAL ADMIN OFFICE**

MINIMUM BID IS \$50

**BID MUST INCLUDE BIDDER'S NAME & PHONE NUMBER & BE SUBMITTED IN A SEALED ENVELOPE TO:
PAT SQUAGLIA AT THE TRIBAL OFFICE BY 5 PM ON FRIDAY, APRIL 5TH**

WINNING BIDS MUST PAY IN CASH & REMOVE VEHICLE FROM ITS LOCATION BY FRIDAY, APRIL 12TH

IF YOU HAVE ANY QUESTIONS, PLEASE CALL PAT SQUAGLIA AT 928-769-2216 EXT 104

6th Annual Hualapai Jr. Rodeo Series And Finals

Series Dates: April 20, May 18, June 8, 2013

Finals Date:



Events:

Dummy Roping
Mutton Bustin
Stick Race
Goat Ribbon Pull

New Horse Back Events: Pole Bending
Barrel Racing
Goat Tying
Team Roping

Age Groups: 0-5 years Old

6-9 Years Old

10-12 Years Old

13-15 Years Old



Attend 2 out of the 3 Series events and qualify to win end of the year prizes

High Point Leaders in each event will win Event Buckles

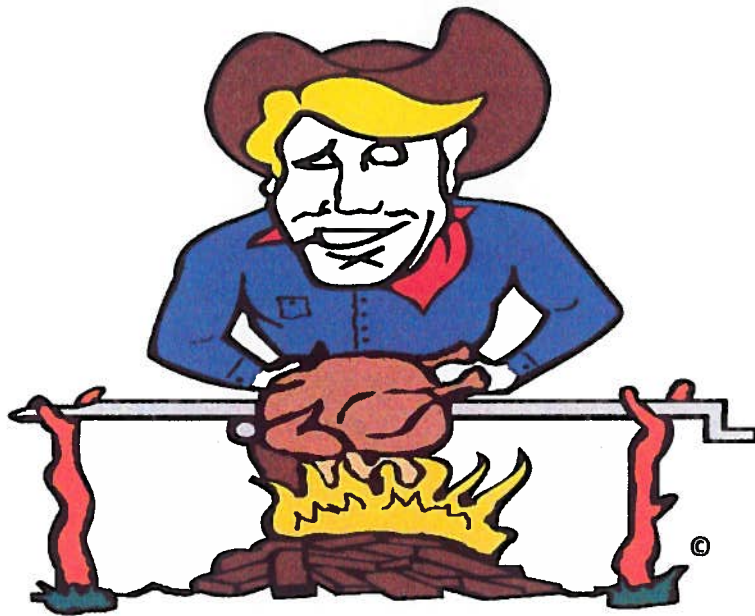
High Point All Leaders will receive All Around Trophy Saddles

Entry Forms and Waivors Available at Natural Resource or online at Hualapai.org

For any information Please Call Winkie Crook or Annette Bravo at (928)769-2254

COMING SOON !

BLUE MESA ROASTERS®



Catering and Mobile Cafe

**Mesquite Roast Chicken, Roast Mutton, Native Burgers,
Native Tacos, Chicken Sandwiches....and more**



Like Us on Facebook
On [bluemesaroasters](#)

or



Follow Us on Twitter
[@bluemesaroaster](#)

For More Information Call: (928) 310 2234

May 3-4, 2013
Kingman Family Festival

MOHAVE COUNTY
FAIRGROUNDS
2600 FAIRGROUNDS BLVD.
KINGMAN, AZ

10 X 10
BOOTHS
SPECIAL PRICE
INSIDE OR
OUTSIDE
\$100.

ALL VENDORS WANTED

FOOD VENDORS
CRAFT VENDORS
JEWELRY VENDORS
HOBBY VENDORS

FEATURING

BMX SHOWS
CAR SHOW
K-9 SHOW
BIRD SHOW
LIVE BANDS
FOOD & DRINKS
BOUNCE HOUSES
CRAFT BOOTHS
BEER BOOTH
AND MUCH
MORE!

CALL (928) 642-6241
FOR MORE INFO.

**HOME &
GARDEN**
Show

HOME & GARDEN SHOW

April 19-21, 2013
Kingman, AZ

Includes a carnival & wristbands are on sale for \$20.00 each.

If interested in purchasing wristbands please contact:
Georgiann @ (928)716-8110 Or Chuck @ (928)715-0654
(last day to purchase wristbands is 04/17/13)



Hualapai Adult Detention Center
P.O. Box # 69
924 Rodeo Way
Peach Springs, AZ -86434-
Phone #: (928) 769-2345
Fax#: (928) 769-2459



NEW VISITATION DAYS AND HOURS

EFFECTIVE FEBRUARY 2, 2013

*******BY APPOINTMENT ONLY*******

SATURDAY & SUNDAY

STARTING TIME	ENDING TIME
9:30 AM	11:30 AM
1:30 PM	4:30 PM
6:00 PM	8:00 PM

ALL VISITATIONS WILL BE APPOINTMENT ONLY. TO REQUEST AN APPOINTMENT PLEASE CALL 769-2345 MONDAY THRU FRIDAY 9:00 AM TO 4:00 PM.

VISITATION RULES

1. ALL VISITORS MUST PROVIDE SOME FORM OF PICTURE IDENTIFICATION TO THE OFFICER/S/ IN EXCHANGE FOR A VISITOR PASS.
2. VISITATION WITH AN INMATE IS LIMITED TO 15 MINUTES (ONLY 4 PEOPLE ALLOWED IN VISITATION ROOM PER VISIT).
3. NO ONE UNDER THE AGE OF 18 IS ALLOWED UNLESS ACCOMPANIED BY A PARENT OR GAURDIAN.
4. IF A PERSON APPEARS TO BE INTOXICATED OR SMELLS OF ALCOHOL, A PORTABLE BREATH TEST CAN BE CONDUCTED FOR EVIDENCE OF BLOOD ALCOHOL CONTENT OF THE INDIVIDUAL***VISITATION WILL BE DENIED.
5. ALL PURSES/BAGS MUST BE LEFT IN YOUR VEHICLE.
6. ALL VISITORS MUST BE DRESSED APPROPRIATELY.
7. NO FOOD, BEVERAGES, CELL PHONES, CAMERAS, CONTAINERS OR OTHER PROPERTY IS ALLOWED IN THE VISITING AREA.
8. IF YOU HAVE BEEN INCARCERATED WITH IN THE LAST 90 DAYS YOU WILL NOT BE ALLOWED VISITATION.
9. WARRANT CHECKS WILL BE CONDUCTED ON ALL VISITORS.
10. ALL VISITORS ARE SUBJECT TO SEARCH.
11. VISITS MAY BE DENIED AT ANYTIME. DUE TO BEHAVIOR OF VISITOR /S/ AND INMATE.
12. VISITORS MAYBE ASKED TO LEAVE THE FACILITY IN THE EVENT OF AN EMERGENCY.
13. VISITATION MAYBE DENIED FOR THE ABOVE REASONS BUT LIMITED TO.

IF YOU ARE A VICTIM OF DOMESTIC VIOLENCE YOU WILL NOT BE ALLOWED ANY TYPE OF COMMUNICATION WITH THE INMATE.

*** PLEASE BE AWARE THAT THIS IS SUBJECT TO CHANGE WITH OUT PRIOR NOTICE, THE INMATE CAN LOSE VISITATION RIGHTS DUE TO INAPPROPRIATE BEHAVIOR. VISITION IS A PRIVILAGE. DO NOT NEGLECT THIS PRIVILEGE ***



Dear Potential and Valued Customers,

This past year has been a dilemma in itself. But 2013 looks like we'd be able to make it a better year. Most of you know me from being at McCoy Motors for the past 5 years and many of you have continued to come back for all your buying needs and built a relationship with me. I continue to give the same support and effort to provide that continued service that I have always given to my customers when purchasing a new or pre-owned vehicle. Our sales team and I welcome both you and your family to come visit us at Findlay Volkswagen of Flagstaff, located just behind the Flagstaff Mall. Thanks again for your time and if you have any questions or concerns, please call me at (928)522-2700 or toll free (866)308-2009

Respectfully,

Evan Scott

A handwritten signature in black ink, appearing to read "Evan Scott", is written over a horizontal line.

E-PCH

CHECK IT OUT!!!!

Listen on your computer :

www.epchradio.com

Listen on your mobile

tune in 

Download the App to listen
Android / Iphone / Ipad / Blackberry



Check out our FACEBOOK page

EPCH

Become a fan !

PEACH SPRINGS YOUTH RADIO

FM Radio is coming soon to Peach Springs , Arizona!!

The Federal Communications Commission (FCC) recently issued an order allotting FM Channel 100.9 in Peach Springs to the Hualapai Tribe. The following is the FCC press release:

"The need for Tribal radio stations is clear. There are 566 federally recognized American Indian Tribes and Alaska Native Villages. Approximately one-third of the 4.1 million Native American population lives on Tribal lands, which comprise over 55 million acres, or 2.3 percent of the area of the United States, exclusive of Alaska. Despite this, fewer than 100 broadcast radio stations are licensed to Tribes or affiliated groups, a fraction of one percent of all radio station owners. We have visited many parts of Indian Country and we have seen how people in Native Communities can benefit from radio - to prepare for and recover from emergencies, to preserve Native culture, language and music, and to convey important information to Tribal members.

Today, the Commission for the first time added FM allotments under the Tribal Priority.

Proposed by Navajo Technical College, an educational institution owned by the Navajo Nation, an allotment was added at Crownpoint, New Mexico. A second allotment, proposed by the Hualapai Tribe, was added for new FM service at Peach Springs, Arizona. Now that these allotments have been added, a filing window will open shortly for qualified Tribal applicants to apply for construction permits to build and operate FM stations in these communities.

We congratulate the Navajo Nation and the Hualapai Tribe in being the first to benefit from the Tribal Priority. We look forward to working with other Tribal Nations so they can also benefit from the opportunities afforded by the Tribal Radio Priority. "

Case 3:13-cv-08054-DKD Document 1-3 Filed 03/15/13 Page 1 of 2

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initialing the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I (a) PLAINTIFFS

Grand Canyon Skywalk Development, LLC, a Nevada limited liability company

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF Clark County, Nevada

(EXCEPT IN U.S. PLAINTIFF CASES)

DEFENDANT

The Hualapai Indian Tribe of The Hualapai Indian Reservation, Arizona; Grand Canyon Resort Corporation, a tribally-chartered corporation established under the laws of the Hualapai Indian Tribe, et al.

County of Residence of First Listed Defendant: Mohave County

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

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3773 Howard Hughes Parkway
Ste. 400 North
Las Vegas, Nevada 89169
Telephone: (702) 792-3773
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ATTORNEYS (IF KNOWN)

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Jeffrey D. Gross (SBN 011510); jeff.gross@gknet.com
GALLAGHER & KENNEDY, P.A.
2575 East Camelback Road
Phoenix, Arizona 85016-9225
Telephone: (602) 530-8000
Facsimile: (602) 530-8500

II. BASIS OF JURISDICTION

(PLACE AN X IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES

(For Diversity Cases Only)

(PLACE AN X IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- PTF DEF**
Citizen of This State ☐ 1 ☐ 1 Incorporated or Principal Place of Business in This State ☐ 4 ☒ 4
- Citizen of Another State ☐ 2 ☐ 2 Incorporated and Principal Place of Business in Another State ☐ 5 ☐ 5
- Citizen or Subject of a Foreign Country ☐ 3 ☐ 3 Foreign Nation ☐ 6 ☐ 6

IV. NATURE OF SUIT (PLACE AN X IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine	<input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food &	<input type="checkbox"/> 422 Appeal 28USC 158	<input type="checkbox"/> 400 State Reapportionment

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<input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liab.	<input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 423 Withdrawal 28USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 831 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395FF) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609	<input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates, etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge <input type="checkbox"/> 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input checked="" type="checkbox"/> 890 Other Statutory Actions
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V. ORIGIN

(PLACE AN X IN ONE BOX ONLY)

Appeal to District

☒ 1 Original Proceeding
 ☐ 2 Removed from State Court
 ☐ 3 Remanded from Appellate Court
 ☐ 4 Reinstated or Reopened
 Transferred from ☐ 5 another district (specify)
 ☐ 6 Multidistrict Litigation
 ☐ 7 Judge from ☐ Magistrate Judgment

VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING (Do not cite jurisdictional statutes unless diversity):

This is an action to compel the parties to participate in binding arbitration and for declaratory relief.

VII. REQUESTED IN COMPLAINT: ☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23
 DEMAND \$ Unspecified
 Check yes only if demanded in complaint: JURY DEMAND: ☐ YES ☒ NO

VIII. RELATED CASE(S) (See instructions):

IF ANY

JUDGE CampbellDOCKET NUMBER 3:12-cv-08030-DGC

and 3:12-cv-08183-DGC

JUDGE _____

DOCKET NUMBER _____

DATE

SIGNATURE OF ATTORNEY OF RECORD /s/

Pamela M. Overton

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

UNITED STATES DISTRICT COURT

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 6 Bethany L. Rabe, Esq. (NV Bar No. 11691) (*Pro Hac Vice* Admission Pending)
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 11 rabe@gtlaw.com
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12 *Attorneys for Plaintiff*

13 IN THE UNITED STATES DISTRICT COURT
 14 FOR THE DISTRICT OF ARIZONA

15 GRAND CANYON SKYWALK
 DEVELOPMENT, LLC, a Nevada
 16 limited liability company,

17 Plaintiff,

18 vs.

19 THE HUALAPAI INDIAN TRIBE OF
 THE HUALAPAI INDIAN
 20 RESERVATION, ARIZONA; GRAND
 CANYON RESORT CORPORATION,
 21 a tribally-chartered corporation
 established under the laws of the
 22 Hualapai Indian Tribe; RICHARD
 WALEMA, SR., WYNONA
 23 SINYELLA, RUBY STEELE,
 CANDIDA HUNTER, BARNEY
 24 ROCKY IMUS, WAYLON HONGA,
 CHARLES VAUGHN, SR., SHERRY
 25 COUNTS, PHILBERT
 WATAHOMIGIE, RONALD
 26 QUASALA, SR., RUDOLPH CLARKE,
 HILDA COONEY, JEAN PAGILAWA,
 27 each individuals and members or former
 members of the Hualapai Tribal Council;
 28 CARRIE IMUS, DANIEL

No.

**COMPLAINT TO COMPEL
 ARBITRATION AND FOR
 DECLARATORY RELIEF**

1 ALVARADO, NEIL GOODELL,
 2 VICTOR INGRAM, CAMILLE
 3 NIGHTHORSE, MICHAEL VAUGHN,
 4 each individuals and members of the
 5 Grand Canyon Resort Corporation's
 6 board of directors; and JENNIFER
 7 TURNER, an individual and chief
 8 operating officer of Grand Canyon
 9 Resort Corporation,

10 Defendants.

11 For its complaint against Defendants Richard Walema, Sr., Wynona Sinyella, Ruby
 12 Steele, Candida Hunter, Barney Rocky Imus, Waylon Honga, Charles Vaughn, Sr., Sherry
 13 Counts, Philbert Watahomigie, Ronald Quasula, Sr., Rudolph Clarke, Hilda Cooney, Jean
 14 Pagilawa (the "Council Defendants"); Ruby Steel and Waylon Honga (the "Tribal
 15 Administrative Defendants"); Carrie Imus, Daniel Alvarado, Neil Goodell, Victor Ingram,
 16 Camille Nighthorse and Michael Vaughn ("GCRC Board Defendants"); Jennifer Turner
 17 ("GCRC Administrative Defendant"); Grand Canyon Resort Corporation ("GCRC") and the
 18 Hualapai Indian Tribe of the Hualapai Indian Reservation, Arizona (the "Tribe")
 19 (collectively, "Defendants"), Plaintiff Grand Canyon Skywalk Development, LLC
 20 ("GCSD") alleges as follow:

21 **I. NATURE OF THE ACTION**

22 1. This action is based upon a currently pending and stayed eminent domain
 23 action in the Hualapai Indian Tribe Tribal Court (the "Tribal Eminent Domain Action").

24 2. The Tribe initiated the Tribal Eminent Domain Action on February 8, 2012
 25 by filing a complaint in condemnation in Hualapai Tribal Court and filing a declaration of
 26 taking that purported to take Plaintiff GCSD's intangible contractual rights in a 2003
 27 Development and Management Agreement (the "2003 Agreement") relating to the world-
 28 famous Grand Canyon Skywalk tourist attraction.¹

3. After motion practice in the Tribal Eminent Domain Action, the Honorable
 Judge King requested supplemental briefing from the parties regarding, among other things,

¹ By filing the Tribal Eminent Domain Action, the Tribe waived its sovereign immunity, at least before the Tribal Court.

1 whether the contract rights that the Tribe purported to condemn were subject to government
2 takings or whether instead, they were subject to the contractual remedies provided for by the
3 2003 Agreement that was purportedly condemned.

4 4. After evaluating the supplemental briefing on this issue, on March 5, 2013
5 Judge King entered an order staying the Tribal case until the parties have adjudicated their
6 contractual remedies in Federal Court (Arbitration). *See* Minute Entry and Order, Case No.
7 2012-CV-017 (Hualapai Tribal Court March 5, 2013), attached as **Exhibit 1**.

8 5. The contract at issue contained an arbitration clause on page 42, section 15.4,
9 under which the parties to the contract could compel arbitration in the United States Court
10 for the District of Arizona. *See* 2003 Development and Management Agreement, attached
11 as **Exhibit 2**, at § 15.4(a). While GCSD believes an order for arbitration is not required to
12 proceed with arbitration under the agreement, out of an abundance of respect for the Tribal
13 Court, GCSD is following the Tribal Court order and initiating the instant action.²

14 **II. PARTIES**

15 6. GCSD is a limited liability company, organized and existing under the laws
16 of the State of Nevada, with its principal place of business in the State of Nevada. None of
17 GCSD's members are residents of Arizona.

18 7. Defendant Tribe is a sovereign Indian tribe.

19 8. Defendant GCRC is a tribal corporation wholly owned by the Hualapai
20 Nation under the laws of the Tribe with its principal place of business located in the State of
21 Arizona.

22 9. Defendant Richard Walerma Sr., is an individual, an enrolled member of the
23 Tribe, a resident of Arizona, and a former member of the Tribal Council.

24 10. Defendant Wynona Sinyella is an individual, an enrolled member of the
25 Tribe, a resident of Arizona, and a former member of the Tribal Council.

26 11. Defendant Ruby Steele is an individual, an enrolled member of the Tribe, a

27 _____
28 ² GCSD's position regarding why a court order is not needed prior to initiating arbitration
under the agreement is explained further in Note 3, *supra*.

1 resident of Arizona, a former member of the Tribal Council, and an employee of GCRC.

2 12. Defendant Candida Hunter is an individual, an enrolled member of the Tribe,
3 a resident of Arizona, and a former member of the Tribal Council.

4 13. Defendant Barney Rocky Imus is an individual, an enrolled member of the
5 Tribe, a resident of Arizona, and a member of the Tribal Council.

6 14. Defendant Waylon Honga is an individual, an enrolled member of the Tribe,
7 a resident of Arizona, a former member of the Tribal Council, and interim CEO of GCRC.

8 15. Defendant Charles Vaughn, Sr. is an individual, an enrolled member of the
9 Tribe, a resident of Arizona, and a former member of the Tribal Council.

10 16. Defendant Sherry Counts is an individual, an enrolled member of the Tribe, a
11 resident of Arizona, and a member of the Tribal Council.

12 17. Defendant Philbert Watahomigie is an individual, an enrolled member of the
13 Tribe, a resident of Arizona, and a member of the Tribal Council.

14 18. Defendant Ronald Quasula, Sr. is an individual, an enrolled member of the
15 Tribe, a resident of Arizona, and a member of the Tribal Council.

16 19. Defendant Rudolph Clarke is an individual, an enrolled member of the Tribe,
17 a resident of Arizona, and a member of the Tribal Council.

18 20. Defendant Hilda Cooney is an individual, an enrolled member of the Tribe, a
19 resident of Arizona, and a member of the Tribal Council.

20 21. Defendant Jean Pagilawa is an individual, an enrolled member of the Tribe, a
21 resident of Arizona, and a member of the Tribal Council.

22 22. Defendant Carrie Imus is an individual, an enrolled member of the Tribe, and
23 a member of the GCRC board of directors.

24 23. Defendant Daniel Alvarado is an individual and a member of the GCRC
25 board of directors.

26 24. Defendant Neil Goodell is an individual and a member of the GCRC board
27 of directors.

28 25. Defendant Victor Ingram is an individual and a member of the GCRC board

1 of directors.

2 26. Defendant Camille Nighthorse is an individual, an enrolled member of the
3 Tribe, and a member of the GCRC board of directors.

4 27. Michael Vaughn is an individual and a member of the GCRC board of
5 directors.

6 28. Jennifer Turner is an individual and the CEO of GCRC.

7 **III. JURISDICTION AND VENUE**

8 29. This Court has original jurisdiction over this matter pursuant to 28 U.S.C. §
9 1332(a), as the parties are diverse in citizenship and the amount at issue exceeds \$75,000.

10 30. Venue is proper in this Court because this is a judicial district specified in the
11 underlying contract. *See Ex. 2*, at § 15.4(a).

12 **IV. FACTUAL ALLEGATIONS**

13 **A. Background**

14 31. Mr. David Jin ("Jin"), the managing member of GCSD, conceived and
15 developed the idea of constructing and operating a glass viewing platform (the "Skywalk")
16 and related facilities on the edge of the Grand Canyon and proposed the project to the Tribe
17 as a revenue-sharing agreement.

18 32. The Tribe formed 'Sa' Nyu Wa, Inc. ("SNW"), a Hualapai tribally chartered
19 corporation, in 2003 for the express purpose of entering into a revenue-sharing agreement
20 with a company to be formed by Jin regarding the planning, construction and operation of
21 the Skywalk and related facilities.

22 33. Jin and other investors formed GCSD for the purpose of entering into a
23 relationship with the Tribe, whereby GCSD would manage the entire project and would
24 make an initial investment into the project and recoup that investment along with profits
25 from the management and operation of the Skywalk and related facilities under a
26 comprehensive management agreement.

27 34. Consistent with and to effectuate these purposes, SNW and GCSD entered
28 into the 2003 Agreement, which provided for, among other things, GCSD to construct,

1 manage and operate the Skywalk and associated facilities. *See generally* Ex. 2.

2 35. The 2003 Agreement provided that the Tribe, not SNW, would own all
3 project improvements and that the Tribe was an intended third-party beneficiary of the 2003
4 Agreement. *See* Ex. 2, §§ 2.2(s), 15.3.

5 36. The 2003 Agreement also provided that any controversies, claims or disputes
6 arising out of or related to the 2003 Agreement were to be decided by binding arbitration
7 before the American Arbitration Association (the “AAA”). *See* Ex. 2, at § 15.4(a).

8 37. The 2003 Agreement also provided that the agreement “shall be binding
9 upon and inure to the benefit of SNW and Manager *and their successors and assigns.*” *See*
10 Ex. 2, at § 15.3 (emphasis added).

11 38. GCSD paid approximately \$30 million for the benefit of the Tribe for the
12 purpose of constructing the Skywalk and related facilities under the 2003 Agreement.

13 39. The Skywalk opened to visitors on March 28, 2007, with GCSD operating
14 the facilities and SNW in charge of maintaining the books and records of the project. The
15 Tribe entered into a management agreement with SNW to manage the Skywalk on behalf of
16 the Tribe in 2007 before the Skywalk opened. *See* Management Agreement Between the
17 Tribe and SNW (Feb. 19, 2007), attached as **Exhibit 3**. Almost immediately from the outset
18 of the Skywalk’s operations, SNW breached material terms of the 2003 Agreement to which
19 it was bound.

20 40. GCSD and SNW initially attempted to negotiate their disputes and find a
21 satisfactory solution for both parties. When the attorneys for SNW refused to continue
22 negotiating with GCSD, GCSD demanded the parties arbitrate their disputes as provided for
23 by the 2003 Agreement. SNW refused GCSD’s demand for arbitration.

24 **B. Arbitration Between GCSD and SNW of Pre-2011 Claims**

25 41. On February 25, 2011, GCSD filed an action in Hualapai Tribal Court
26 seeking to compel arbitration on the outstanding management fee due GCSD and other
27 issues. The Tribe opposed the action and asserted that only a Federal Court could order
28 Arbitration. The Tribal Court ruled that only a Federal Court could compel arbitration and

1 that GCSD had exhausted its tribal remedies and could seek resolution in Federal Court.
 2 *See* Order: Motion to Dismiss, Case No. 2011-CV-006 (Hualapai Tribal Ct. July 29, 2011),
 3 attached as **Exhibit 4**.

4 42. In fall 2011, GCSD filed an arbitration complaint with the AAA as required
 5 under the 2003 Agreement. Initially, SNW asserted that the arbitrator did not have the
 6 ability to arbitrate the matter because the arbitration had not been ordered by a Federal
 7 Judge. Reviewing the parties' agreement, however, the arbitrator concluded that an Order
 8 by a Federal Court for arbitration was unnecessary and that the arbitration could proceed.³

9 43. SNW filed nineteen (19) counterclaims in the arbitration action, paid all
 10 arbitration fees and participated in arbitration discovery. However, SNW's participation in
 11 the arbitration proceedings came to an abrupt halt when the arbitrator ordered that SNW
 12 produce point-of-sale information related to monies received by the Tribe for Skywalk
 13 admissions and related discovery.

14 44. In an effort to avoid having SNW comply with the arbitrator's order that it
 15 produce vital point-of-sale information due the next day, on February 9, 2012, the Tribe
 16 passed a taking resolution and filed an action of taking in Tribal Court to seize control of
 17 GCSD's intangible contract rights and interests in the management operation of the famous
 18 Grand Canyon Skywalk under a purported exercise of eminent domain.

19 45. Shortly after the Tribe's purported exercise of eminent domain, Glen
 20

21 ³ GCSD's position is and has always been that no court order is required to compel the
 22 parties to participate in binding arbitration, and that either party can initiate arbitration by
 23 written notice to the other party. *See* **Ex. 2**, at § 15.4(a). Specifically, the 2003 Agreement
 24 dictates that all controversies, claims, or disputes arising from or relating to the 2003
 25 Agreement "*shall be resolved through binding arbitration*," and provides that "[e]ither
 26 party may request and *thus initiate* arbitration . . . by written notice to the other party." *Id.*
 27 (emphasis added). However, out of an abundance of caution and respect for the Tribe,
 28 GCSD initially filed an action in Tribal Court to Compel Arbitration. As discussed, the
 Tribal Court held that only a Federal Court could compel arbitration pursuant to the terms in
 the 2003 Agreement, and that GCSD could seek to compel arbitration in Federal Court. *See*
Ex. 3, at 3. Here, GCSD has already send a demand for arbitration to the Tribe, but in an
 effort to fully comply with the directives of the Tribal Court and Judge King, GCSD files
 the instant action to compel arbitration in Federal Court.

1 Hallman, who represents both the Tribe and SNW, informed the Federal District Court
2 Judge Campbell that the Tribe was terminating the arbitration as it had taken over the
3 contractual position of GCSD who was the Plaintiff in the AAA proceedings and that it, the
4 Tribe, was terminating GCSD's litigation against the tribe's chartered corporate entity,
5 SNW.

6 46. The Arbitrator delayed the final arbitration hearing to allow the Tribe to
7 obtain an injunction from either Tribal or Federal Court to enjoin the arbitration. The Tribe
8 failed to obtain an injunction and in fact, the Tribal Court issued an order declaring that the
9 arbitration could proceed. *See* Minute Entry and Order, Case No. 2012-CV-017 (Hualapai
10 Tribal Ct. July 15, 2012), attached as **Exhibit 5**, at 5. The arbitration proceeded in July
11 2012 as to amounts owed by SNW to GCSD up through December 31, 2011. Sixteen
12 witnesses including Tribal members and officials testified and thousands of pages of
13 documents were introduced into evidence. SNW failed to appear at the arbitration hearing.

14 47. The AAA Arbitrator determined that SNW had breached the 2003
15 Agreement in many ways and on multiple levels, and awarded approximately \$28.6 million
16 in damages and fees to GCSD. *See* Final Arbitration Award, attached as **Exhibit 6**.

17 48. On February 11, 2013, the United States District Court for the District of
18 Arizona entered an order confirming the Final Arbitration Award. *See* Order Granting
19 GCSD's Application for Confirmation of Arbitration Award, Case No. CV-12-08183-PCT-
20 DCG (Feb. 8, 2013), attached as **Exhibit 7**.

21 C. **Purported Tribal Taking of GCSD's Intangible Contractual Interest in**
22 **the 2003 Agreement**

23 49. The Tribe's purported "taking" egregiously violated GCSD's constitutional
24 rights, as the Tribe purportedly seized GCSD's intangible property located off the
25 reservation without legal notice, posting a bond, or obtaining an immediate possession court
26 order. *See* Hualapai Tribal Council Resolution No. 20-2011 ("Eminent Domain Ordinance"
27 or "Ordinance"), attached as **Exhibit 8**.

1 50. In its Declaration of Taking, the Tribe claimed that it was exercising eminent
2 domain because of “construction and operation concerns” relating to the Skywalk. *See*
3 Declaration of Taking, Case No. 2012-CV-017 (Hualapai Tribal Ct. Feb. 8, 2012), attached
4 as **Exhibit 9**. However, any construction and operation concerns relating to the Skywalk,
5 by definition would “relate” to the 2003 Agreement, and would thus be subject to the
6 binding arbitration as provided for in section 15.4 of the 2003 Agreement and resolvable
7 through arbitration.

8 **D. The Tribe’s Termination of SNW’s Interest in the 2003 Agreement**

9 51. The Hualapai Tribal Council, in an October 5, 2012 letter to the editor of the
10 Las Vegas Review Journal, Nevada’s most widely circulated newspaper, stated that **the**
11 **Tribe** has been managing operations at the Skywalk since the time that the Tribe purported
12 to take GCSD’s contractual rights in the 2003 Agreement. *See* Online Version of Letter to
13 the Editor, Reviewjournal.com (Oct. 5, 2012), attached as **Exhibit 10**.

14 52. In the February 15, 2013 official Newsletter of the Hualapai Tribe, the
15 Chairwoman of the Tribe informed the Tribe’s members that “[t]he Hualapai Tribe has been
16 successfully managing operations at the Grand Canyon Skywalk since we terminated our
17 contract with Mr. Jin.” *See* Official Newsletter of Hualapai Tribe (Feb. 15, 2013), attached
18 as **Exhibit 11**; *see also* Official Newsletter of Hualapai Tribe (Dec. 14, 2012), attached as
19 **Exhibit 12**.

20 53. On February 27, 2013, the Tribe purportedly removed from SNW all
21 operational control of the Skywalk and designated GCRC to operate the Skywalk, making
22 all SNW’s employees GCRC employees. *See* Declaration of Jennifer Turner in Support of
23 Chapter 11 Filing and First Day Motions, Case No. 0:13-bk-02972-BMW (Mar. 4, 2013),
24 attached as **Exhibit 13**, at ¶ 22.

25 54. On March 4, 2013, SNW filed a Chapter 11 bankruptcy petition in the
26 United States Bankruptcy Court for the District of Arizona along with a declaration in
27 support of the Chapter 11 petition stating that SNW no longer has the ability or intention to
28 continue its business operations. *See* **Ex. 13**, at ¶ 23.

58. Pursuant to Section 15.3 of the Agreement, the Tribe and GCRC are now bound by the 2003 Agreement as successors-in-interest of SNW, including the 2003 Agreement's mandatory binding arbitration provision.

(Against the Tribe as Intended Third-Party Beneficiary under 2003 Agreement)

61. Specifically, Article 15.4 of the 2003 Agreement clearly states that “any controversy, claim or dispute arising out of or related to the [2003 Agreement] shall be

resolved through arbitration” (the “Arbitration Provision”).

62. The Tribe was explicitly made an intended third-party beneficiary under the 2003 Agreement, and for this reason is bound by the Arbitration Provision.

63. The Tribe received direct benefits of over \$30 million under the 2003 Agreement, benefits which the Tribe accepted and never repudiated.

64. As a result of its status as an intended third-party beneficiary under the 2003 Agreement, the Tribe is bound by the terms of the 2003 Agreement, including the Agreement’s mandatory arbitration provision.

65. The Hualapai Tribal Court has stayed the Eminent Domain Action until GCSD and the Tribe have pursued their contractual remedies in Federal Court, contractual remedies which per the 2003 Agreement involve mandatory binding arbitration. *See Ex. 1.*

66. GCSD is entitled to a Court order compelling GCRC and the Tribe to arbitrate their disputes under the 2003 Agreement, disputes which include but are not limited to:

(a) The value of GCSD’s rights in the 2003 Agreement as of the date of the Tribe’s purported “taking,” February 9, 2012.

(b) Whether the Tribe may take GCSD’s rights under the 2003 Agreement by eminent domain as a means to avoid the contractual remedies dictated by the terms of the 2003 Agreement.

(c) Whether the Tribe’s use of the Ordinance to take GCSD’s rights under the 2003 Agreement violates the constitutions of the Hualapai Tribe and the United States of America.

Count Two: Request to Compel Arbitration

(Against the Tribe and GCRC as Successors and Assigns to SNW under the 2003 Agreement)

67. Plaintiff realleges and incorporates by reference each of the preceding paragraphs.

68. GCSD, by the 2003 Agreement, entered into a valid and enforceable written

1 agreement that contained a provision whereby all claims and controversies relating to the
2 agreement were required to be submitted to binding arbitration.

3 69. Specifically, Article 15.4 of the 2003 Agreement clearly states that “any
4 controversy, claim or dispute arising out of or related to the [2003 Agreement] shall be
5 resolved through arbitration” (the “Arbitration Provision”).

6 70. The Tribe intentionally and purposefully terminated SNW’s rights and
7 obligations under the 2003 Agreement and transferred the same to GCRC and the Tribe
8 itself.

9 71. The 2003 Agreement provided that the agreement “shall be binding upon and
10 inure to the benefit of SNW and Manager *and their successors and assigns.*” *See Ex. 2*, at
11 § 15.3 (emphasis added).

12 72. GCRC and/or the Tribe are successors-in-interest to SNW’s rights and
13 obligations under the 2003 Agreement and are thus bound by the Arbitration Provision.

14 73. The Hualapai Tribal Court has stayed the Eminent Domain Action until
15 GCSD and the Tribe have pursued their contractual remedies in Federal Court, contractual
16 remedies which per the 2003 Agreement involve mandatory binding arbitration. *See Ex. 1.*

17 74. GCSD is entitled to a Court order compelling GCRC and the Tribe to
18 arbitrate their disputes under the 2003 Agreement, disputes which include but are not
19 limited to:

20 (a) The value of GCSD’s rights in the 2003 Agreement as of the
21 date of the Tribe’s purported “taking,” February 9, 2012.

22 (b) Whether the Tribe may take GCSD’s rights under the 2003
23 Agreement by eminent domain as a means to avoid the contractual remedies
24 dictated by the terms of the 2003 Agreement.

25 (c) Whether the Tribe’s use of the Ordinance to take GCSD’s rights
26 under the 2003 Agreement violates the constitutions of the Hualapai Tribe and
27 the United States of America.
28

Count Three: Declaratory Relief**(The Ordinance Is Unconstitutional/Defendants' Inability to Pay Just Compensation)
(Against All Defendants)**

75. Plaintiff realleges and incorporates by reference each of the preceding paragraphs.

76. Defendants' February 9, 2012 "condemnation" is designed to avoid paying past-due and future Manager's Fees and other compensation to GCSD, and to allow the Tribe to place an artificially low value on GCSD's contract rights, based on inaccurate revenue and profit information reported by SNW.

77. Upon information and belief, neither GCRC nor the Tribe has the financial ability to pay just compensation for any taking of GCSD's rights in the Skywalk project.

78. Defendants' "condemnation" is unlawful for a multitude of reasons, including, without limitation:

- (a) The Tribe's eminent-domain power (if any) does not extend to the property of non-Indians such as GCSD;
- (b) The Tribe's eminent domain power (if any) does not extend to GCSD intangible property located outside the Reservation.
- (c) There is no valid public use for which GCSD's intangible contract rights could be taken by way of the Tribe's eminent-domain power (if any);
- (d) For the Tribe to exercise eminent-domain power (if any) in this manner would constitute a gross abuse of discretion;
- (e) For the Tribe to exercise eminent-domain power (if any) in this manner would be arbitrary and capricious;
- (f) GCSD's contractual rights are not "property" that can validly be taken by the Tribe pursuant to their eminent-domain power (if any);
- (g) The Tribe lacks the financial means, wherewithal or ability to pay for the proposed taking of GCSD contractual rights;

1 (h) The Tribe purported to exercise eminent domain power against GCSD without
2 providing just compensation or ensuring that just compensation will be paid
3 violates GCSD's civil rights as a non-Indian; and

4 (i) The Tribe's purported exercise of eminent domain power against GCSD and
5 physical takeover of operations without the posting of a bond to ensure that
6 GCSD's share of the revenues generated by the Skywalk could be paid if the
7 Tribe could not pay just compensation violates GCSD rights as a non-Indian.

8 79. GCSD is a non-Indian with constitutionally-protected rights which may not
9 be infringed by a governmental body in which GCSD is not a member nor permitted to
10 participate. The Defendants may not divest the non-Indian Plaintiff of constitutionally
11 protected rights when Plaintiff neither resides on the Tribe's reservation and Plaintiff's only
12 contact with the Tribe's reservation is an intangible contract right.

13 80. Defendants were not entitled to take possession of GCSD's interest in the
14 Skywalk without substantiating that the Tribe was capable of paying just compensation for
15 such taking.

16 81. The Tribe's illegal "taking" of GCSD's rights was at all times carried out
17 and performed by the Council and Administrative Defendants.

18 82. As set forth herein, GCSD and Defendants have an actual case and
19 controversy regarding the constitutionality of the Ordinance as applied to the 2003
20 Agreement and GCSD's contractual rights under the same.

21 83. Pursuant to 28 U.S.C. § 2201, this Court "may declare the rights and other
22 legal relations of any interested party seeking such declaration, whether or not further relief
23 is or could be sought."

24 84. Pursuant to 28 U.S.C. § 2202, "[f]urther necessary or proper relief based on a
25 declaratory judgment or decree may be granted, after reasonable notice and hearing, against
26 any adverse party whose rights have been determined by such judgment."

27 85. Plaintiff requests, and is entitled to, a ruling that the Ordinance as applied to
28 take GCSD's rights under the 2003 Agreement is unconstitutional and thus unenforceable.

1 86. Because the constitutionality of the Ordinance as applied to GCSD's rights
2 under the 2003 Agreement is a controversy regarding the 2003 Agreement, GCSD requests
3 the Court compel the issue of the Ordinance's constitutionality to arbitration.

4 87. In the event this Court does not compel the issue of the Ordinance's
5 constitutionality to arbitration, GCSD requests the Court declare from which court, tribunal
6 or forum Plaintiffs may properly seek such a determination.⁴

7 88. The Court is requested to grant Plaintiff any such "further necessary or
8 proper relief," as appropriate.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, based on the foregoing, GCSD respectfully requests this Court
11 compel the parties to participate in binding arbitration as required under the 2003
12 Agreement. Additionally, GCSD requests declaratory relief as set forth herein and for any
13 further, necessary or proper relief as this Court deems appropriate.

14 Respectfully submitted this 15th day of March 2013.

15 **GREENBERG TRAUIG, LLP**

16 By: /s/ Pamela M. Overton

17 Pamela M. Overton, Esq.
18 2375 East Camelback Road, Suite 700
19 Phoenix, AZ 85016

20
21 ⁴ GCSD has challenged in Tribal Court the constitutionality of the Ordinance as applied to
22 GCSD's rights under the 2003 Agreement; however, rather than review the constitutionality
23 of the Ordinance as applied to the 2003 Agreement, the Tribal Court has instead stayed the
24 case so that the parties may pursue their contractual remedies in Federal Court. Because the
25 constitutionality of the Ordinance as applied to the 2003 Agreement is a "claim or
26 controversy" relating to the 2003 Agreement, pursuant to § 15.4(a) of the 2003 Agreement,
27 GCSD believes the matter may properly be submitted to arbitration. Additionally, GCSD
28 contends that determining the constitutionality of the Ordinance is paramount, as it has now
been over thirteen (13) months since the Tribe seized possession and title of GCSD's rights
in the 2003 Agreement, and the Tribe has failed to pay GCSD just compensation or take
adequate protections to ensure that GCSD will eventually receive just compensation.
Moreover, GCSD has since discovered that neither the Tribe nor GCRC has the financial
capacity to ever pay GCSD just compensation for the taking.

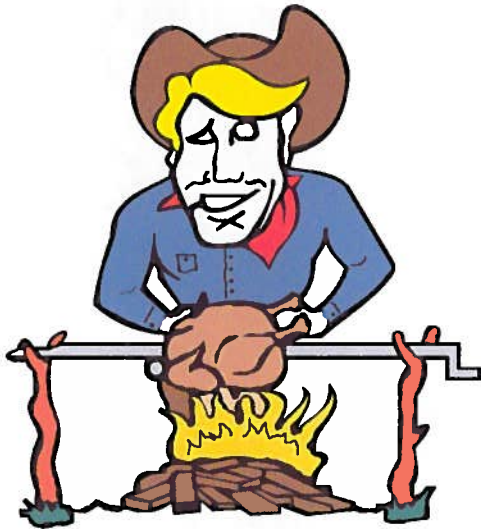
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More Information call:
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Hualapai Tribal Forestry

By: Charles A. Murphy

Tribal Forestry is looking for a couple of dependable workers to help fill out the thinning crew this year.

We are in need of a Crew Foreman who is familiar with our procedures and can do minor chainsaw repair. Must have a driver's license and be able to qualify for the Tribe's driver's insurance. We also need a thinner who would be able to qualify for the Tribe's driver's insurance as a back-up for the Crew Foreman.

If you think you can meet the requirements and are interested, please submit an application to the Human Resources Office.

WE ARE YOUR



- Have you been laid-off from your job?
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8:30 AM- NOON
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Apache Junction, AZ 85120
480-367-6937

1015 E. Florence Blvd., #A-100
Casa Grande, AZ 85122
520-374-3096 or 3091

5515 S. Apache Ave. #200
Globe, AZ 85501
928-425-7631

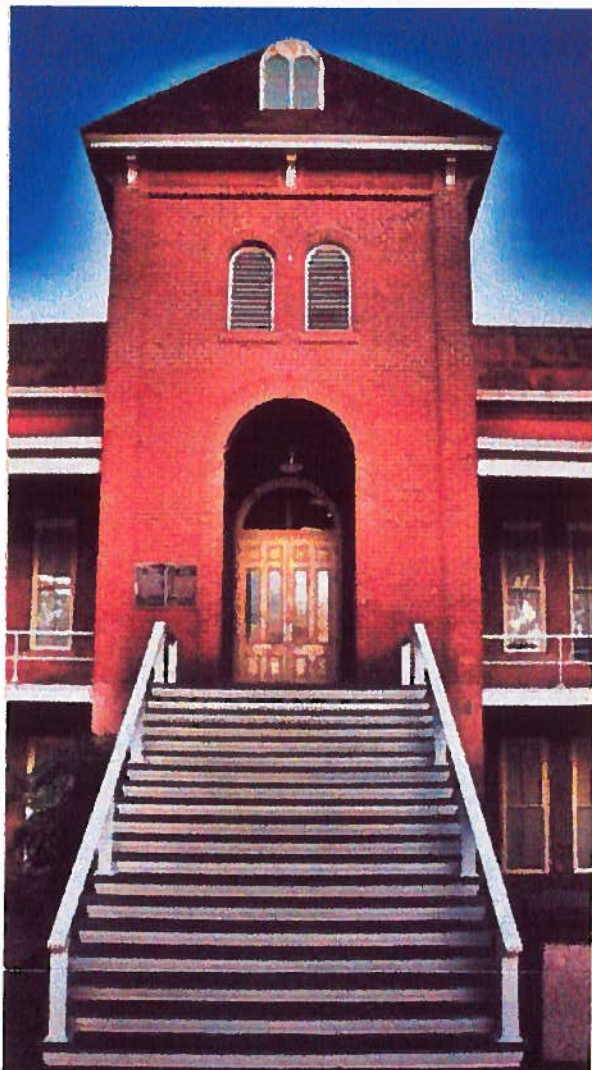
Payson	928-468-9830
Tribal Nations	520-374-3091
Toll Free	800-276-4452

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Date:
Tuesday, April 23rd, 2013

Time:
9 AM- 1 PM

Location:
University of Arizona,
Cesar Chavez Bldg. Room
205

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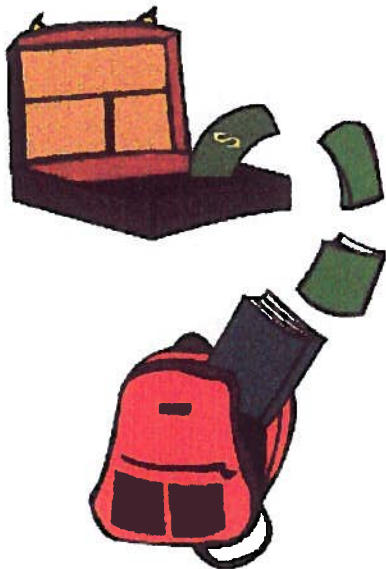
Hello UA Partners,

At the University of Arizona we strive to provide an inclusive environment for all students. One of our most important goals is to enroll, retain, and graduate Native American students. In order to continue reaching our goals we would like to invite you for a day of discussion and dialogue.

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We look forward to working with each and every one of you to create dialogue that will aid us in serving our Native American students.

**Please RSVP by April 10th to
Renee Marquez
rmarquez@email.arizona.edu or
at (520) 626-5979**

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COPPER & GOLD FOUNDATION****2012 - 2013 School Year
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ELIGIBILITY

- Student must be an enrolled member of one of the following tribes:
 - * Hualapai
 - * San Carlos Apache
 - * White Mountain Apache
- Students entering college as freshman, as well as sophomores, juniors, seniors are welcome to apply.

Not applicable for graduate school.

ACADEMIC CRITERIA

- Student must have a minimum 2.5 overall GPA and be in good current academic standing.
- Candidate must enroll or be enrolled as a full-time student (minimum of 12 credit hours) in one of the following disciplines or degree programs.

Primary:

- * Business or business-related majors (e.g., accounting, finance, economics)
- * Engineering
- * Geology
- * Math
- * Science or science-related majors (e.g., chemistry, biology)
- * Sustainability
- * Technology (e.g., computer science, programming, database)

Secondary:

- * Education (e.g., teaching)
- * Health (e.g., nursing, public health)
- * Safety (e.g., occupational safety)

Note: Although secondary majors will be considered, preference will be given to primary majors.

SCHOLARSHIP RENEWAL

- Scholarship renewal is contingent upon maintaining good academic standing and meeting the GPA requirement on a semester-by-semester or quarter-by-quarter basis (2.5).
- Prior receipt of a scholarship does not guarantee a future academic year scholarship.

Scholarships will be awarded for one academic year and paid by semester or quarterly and be part of the student's financial aid package. First semester/quarter grades will be required for second semester disbursement.

APPLICATION/SELECTION PROCESS

Deadlines

Application Deadline is June 29, 2013

- Applications submitted electronically and by fax: Applications must be received on or before 11:59 PM Arizona time on June 29, 2013
- Applications submitted by postal or any express mail format: Applications must be postmarked on or before June 29, 2013.

Notification of Award/Denial

- Applications will be reviewed in July and scholarship recipients will be notified by August 10, 2013 by the Phoenix Indian Center, Inc.

Note: Application Materials Submitted

- All application materials, once submitted and received, become the property of the Phoenix Indian Center, Inc.
- By applying for this scholarship, all applicants agree to receive periodic information regarding available employment and intern opportunities, and other relevant company news from Freeport McMoRan Copper & Gold.

For More Information Contact: Bonnie DeWeaver

Phoenix Indian Center, Inc.
4520 N. Central Ave.
Ste. 250
Phoenix, AZ 85012

Phone: 602-264-6768
Fax: 602-274-7486
E-mail: fmscholarship@phxindcenter.org

About Freeport-McMoRan Copper & Gold Inc.

- A leading international mining company with headquarters in Phoenix, Arizona
- Operate large, long-lived, geographically diverse assets with significant proven and probable reserves of copper, gold and molybdenum
- The world's largest publicly traded producer of copper
- Have a dynamic portfolio of operating, expansion and growth projects
- Portfolio of assets includes: the Grasberg minerals district, the world's largest copper and gold mine in terms of recoverable reserves; significant mining operations in the Americas, including the large-scale Morenci and Safford minerals districts in North America and the Cerro Verde and El Abra operations in South America; and the Tenke Fungurume minerals district in the Democratic Republic of Congo (DRC)
- Have mining operations on four continents – North America, South America, Africa and Indonesia – and exploration offices around the globe
- Employ approximately 52,000 employees and contractors worldwide
- Ranked 134 on the *Fortune* 500 and 142 on the *FT Global* 500 in 2011
- Follow the International Council on Mining & Metals 10 Sustainable Development Principles and commitments
- Work openly and collaboratively with communities, governments and stakeholders to maximize positive impacts and contribute to community development
- Implement programs to minimize/mitigate environmental impacts and conserve biodiversity/wildlife habitat on Company land
- Address the needs, cultures and customs of indigenous people near our operations

For additional information, please visit our website:

www.fcx.com.

Download an application at:

<http://www.phxindcenter.org/>



PHOENIX INDIAN CENTER, INC.

Is a non-profit 501 © (3) organization

Phoenix Indian Center, Inc.
4520 N. Central Avenue
Suite 250
Phoenix, Arizona 85012

Phone: 602-264-6768
Fax: 602-274-7486
E-mail: fmscholarship@phxindcenter.org

Freeport Scholarship FREQUENTLY ASKED QUESTIONS

1. What is the amount of the scholarship award?

If you are enrolled at a 4-year college, the award is \$5,000.00 per academic year. If you are attending a 2-year college, the amount is \$2,500.00 per academic year.

Half of the award will be disbursed (\$2500.00 for 4-yr college or \$1250.00 for 2-yr college) at the beginning of Fall semester. Upon completion of semester, student is required to submit official transcripts to determine continued eligibility for the second part of the year funding - based on the 2.5 cumulative GPA. If you are attending a college based on the quarter system, the disbursement will be made in three equal amounts (not two as in a semester system).

2. What if I am unable to complete a class, will I still be eligible?

If there are circumstances beyond your control, such as a class being cancelled, you may still be eligible for the Spring Semester. Eligibility for continuation regarding other types of withdrawals will be determined on a case by case basis.

3. When is the application deadline?

The complete application packet must be postmarked **on or before June 29, 2013**. No emailed or faxed application packets will be accepted. Complete application packets can also be delivered to the Phoenix Indian Center before the June 29, 2013 deadline.

4. Do applicants have to live on the reservation?

No, they can reside anywhere as long as they are an enrolled member of one of the three tribes listed, White Mountain Apache, San Carlos Apache or Hualapai.

5. Is the scholarship only for students who are new high school graduates?

Applications will be accepted for any new college student or any continuing college student who meets the Eligibility and Academic criteria. Currently enrolled college students are encouraged to apply. Note: the applicant must meet all Eligibility and the Academic criteria. GED recipients are welcome to apply - must have a cumulative score of 450 or higher.

6. Can the college/university be outside the State of Arizona?

Yes, if an eligible student has been accepted to an accredited college/university anywhere within the United States they are eligible to apply.

7. Do all classes have to be on campus?

The majority of classes must be on a campus, not On-Line Only. This does not exclude students who may be required to travel abroad or do field work/practicum as part of their degree requirements.

8. When do I need to submit my Free Application for Federal Student Aid?

This needs to be done ASAP. The best time is immediately after you have prepared your (or parents) Income Taxes. Once you have submitted the appropriate forms, the Student Aid Report (SAR) can take 10-15 days and it must be part of your application packet.

9. Who can write my letter of reference?

This letter must be written by a professional person who knows your academic skills and abilities to be successful in higher education as well as your leadership and community service activities. The letter should be written by a school advisor, counselor, teacher, other Higher Education staff person, employer, clergy, etc. Letters from family or friends will not be accepted.

10. Is Section 2 different from the essay?

Yes, this is where you would provide any information on your personal activities. Please do not limit to those listed. Those are suggestions – add any pertinent information.

11. Can I apply if I am going to graduate school?

No, this scholarship is for undergraduate students only at an accredited 2-yr or 4yr college.

12. Can I change schools after Fall Semester?

Yes, if you plan to transfer to a different school when the Fall Semester is over you need to submit a Letter of Acceptance from the new school, a new Release of Information for the new school and if applicable new contact information.

FOR ALL OTHER QUESTIONS PLEASE CONTACT: Bonnie DeWeaver 602.264.6768 or send an email to bdweaver@phxindcenter.org

INDIAN HEALTH SERVICE SCHOLARSHIP

Apply Now!

The IHS Scholarship Program is accepting new and continuation applications for the 2013 – 2014 academic year.

Deadline:

New and Continuation Applications — April 14, 2013

Funded Degree Programs

Reference the IHS Scholarship Comparison Chart [PDF - 480KB] for the list of IHS-approved health profession degree programs for the 2013 – 2014 academic year.

Area Scholarship Coordinators

Area Scholarship Coordinators (ASCs) are available to answer questions regarding your application. Contact your ASC to schedule an appointment.

Important Information **Spring/Summer Graduates**

Read our email newsletter for information on career path options, required documentation and other policies related to graduation and your service commitment. Contact your Program Analyst or an IHS Recruiter if you need assistance in your search for an IHS-approved clinical position.

Summer School

Summer School Request (IHS-856-21) [PDF - 126KB] forms are due by April 22, 2013.

Post-Graduate Clinical Training – Eligible Recipients

Your Notification of Deferment Program [PDF - 88KB] form is due no later than May 31, 2013.

Extern Program

Summer externship application deadline extended to April 1, 2013! Visit USAJOBS to apply online.

Federal Register Notice

Reference the Federal Register Notice for information on the IHS Scholarship Program.

How Do You Envision Your Future?

Indian health programs need dedicated health professionals — **people like you** who envision a career with a purpose and mission and who are willing to commit to working in American Indian and Alaska Native communities where they can truly make a difference.

The mission of IHS is to raise the physical, mental, social and spiritual health of American Indians and Alaska Natives to the highest level. Because of the IHS Scholarship Program, many qualified American Indian and Alaska Native health professionals are given the opportunity to pursue their careers as well as help their own communities.

New! Visit the IHS.gov Listserv website for information on how to help improve and increase Tribal participation in 2013:

Urban Indian Health Care System CEOs and Clinical Directors
Tribal Health Care System CEOs and Clinical Directors
Tribal Health Directors

HEALTH & SAFETY INFORMATION



Dr. Robyn Purdum B.S., D.C., Ph.C.

All One People Chiropractic, Inc.

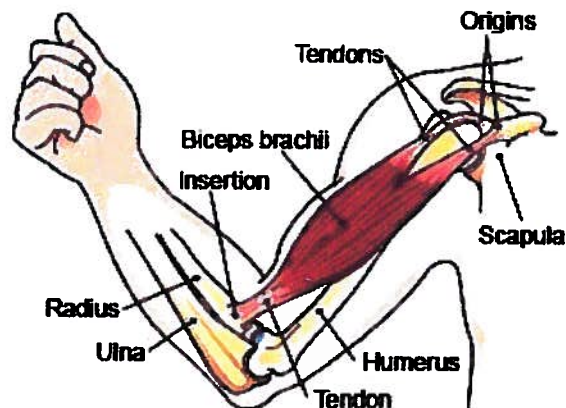
Shawnee tribal member

480 285-9541

Aligning Mind, Body & Spirit



Chiropractic Care makes you physically stronger! It's a scientific fact that all of our muscles attach to our bones. If a bone is even slightly out of its normal position or alignment the muscles attaching to that bone will be weaker.



Be strong and work hard get yourself in to see Dr. Purdum, a Native American Doctor of Chiropractic! Call 480 285-9541 to schedule an appointment.

Office Hours for March 18-22nd: Monday, Wednesday, Friday 9am to 6:30pm

Office location: Hualapai Lodge, Room 201, Peach Springs, AZ

Dr. Purdum is currently still accepting the tribal insurance; however, patients are now required to pay their out of pocket expenses.

“IMPROVING PATIENT CARE”

PEACH SPRINGS HEALTH CENTER

Health Center Hours

Monday—Friday • 8:00 a.m.—5:00 p.m.



Important Reminders:

- Appointments are scheduled in 20-minute time slots, so please arrive at least 15 minutes early for your appointment. If you are 10 minutes late, you will have to reschedule.
- Call the medical (769-2920) or dental (769-2903) appointment lines to schedule or cancel your next appointment. Call the Pharmacy (769-2992) for medication questions or refills.
- Walk-ins will be seen on an emergency basis only. If you are not sure, please ask!
- Most outside prescriptions may be filled by the Pharmacy. If the Pharmacy has the prescription in stock, it will be filled directly by the Pharmacist. Otherwise, they will be reviewed and approved by an IHS Physician and then entered into your Electronic Health Record (EHR). Prescriptions **CANNOT** be filled without an order in the EHR from the Physician. This process may take some time, we appreciate your patience.

An exciting new change coming soon...

The Pharmacy Department will soon be using an Electronic Notification Board to notify patients when medications are ready. We will keep you informed on the progress!

P.O. Box 190 • 943 Hualapai Way • Peach Springs, AZ 86434
Phone: 928.769.2900 • Fax: 928.769.2701 • Toll-Free: 1.888.478.4369

Medical Appointments: 769.2920 • Dental Appointments: 769.2903
Pharmacy (Refills): 769.2992 • EMS (After Clinic Hours): 769.2233

PEACH SPRINGS HEALTH CENTER**A Friendly Reminder from the Contract Health Department...**

- 72-Hour notification to Contract Health is required for emergency treatment or admission at a non-IHS facility.
- All non-emergent, private health care or specialty services require prior authorization FOR EACH VISIT from CHS.

*If you are told by your physician that a referral will be made for you, please ask to see the Referral Coordinator before you leave the clinic area or contact her by phone to check the status.

In accordance with CHS policy, no CHS funds may be expended for services that are reasonably accessible and available at IHS facilities.

The Patient Visit Process**Check-In**

- Patient Registration
- Check-In Desk
- Benefits Coordinator (if needed)

Provider Visit

- Triage w/ Nurse
- Exam Room w/ Medical Provider
- Check-Out @ Nurses' Station

Other Services

- Referral Coordinator (if needed)
- Pharmacy (if needed)

PEACH SPRINGS HEALTH CENTER



Peach Springs Health Center

NOTICE

Please arrive 15 minutes early for your appointment.

Being 10 minutes LATE will require re-scheduling.

In an effort to better serve you, this guideline will help reduce your wait time and improve the flow of patient care.

Walk-ins will be seen on an emergency basis only.

Emergencies are defined as:	Conditions and Needs Requiring an Appointment
High Fever (101 or greater)	Medication refills
Children with fevers, ear aches, or a bad cough	Follow-up appointments
Abdominal pain	Routine shots
Shortness of breath	Cold symptoms: If your cold has not improved
Chest pain	Well Child exam/Immunizations
Injury within 24 hours, including sprains, strains and lacerations	School or employment physicals
Any infected-appearing wound	Routine dressing change
Severe pain	Diabetic check-ups
Asthma attack with wheezing or difficulty breathing	Lab reviews
	Suture removal
	Well woman exam
	Injuries greater than 24 hours old

Emergencies will be screened by a Nurse.

April
2013

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1 Healthy Relationships 5-7 p.m. Social Services	2 DV Men's Support Group 6-8 p.m. H.E.W	3 Cultural Night Story Telling 6-8 p.m. Social Services	4 DV Women's Support Group 5:30-7:30 p.m. Social Services	5
8 Healthy Relationships 5-7 p.m. Social Services	9 DV Men's Support Group 6-8 p.m. H.E.W	10 Cultural Night Traditional Attire Making 6-8 p.m. Social Services	11 DV Women's Support Group 5:30-7:30 p.m. Social Services	12
15 Healthy Relationships 5-7 p.m. Social Services	16 DV Men's Support Group 6-8 p.m. H.E.W	17 Cultural Night Story Telling 6-8 p.m. Social Services	18 DV Women's Support Group 5:30-7:30 p.m. Social Services	19
22 Healthy Relationships 5-7 p.m. Social Services	23 DV Men's Support Group 6-8 p.m. H.E.W	24 Cultural Night Traditional Attire Making 6-8 p.m. Social Services	25 DV Women's Support Group 5:30-7:30 p.m. Social Services	26
29 Healthy Relationships 5-7 p.m. Social Services	30 DV Men's Support Group 6-8 p.m. H.E.W	HUALAPAI DOMESTIC VIOLENCE PROGRAM P.O. Box 480 • Peach Springs, AZ 86484 Hours of Operation 8a.m.-5p.m. Phone: (928) 769-2269		

COMMUNITY MEETING TO REVISE CH 7 DOMESTIC VIOLENCE CODE

LOCATION: MULTI PURPOSE

DATE: APRIL 8TH 2013

TIME: 5:30PM - 8:00PM

SNACKS WILL BE PROVIDED

COMMUNITY MESSAGES

Thank You

I would like to thank several people for ALL your assistance in helping me through this difficult time and your kindness and encouragement.

The IHS Staff: Olivia and Percy for making it possible for me to get my new walker, to Dr. Niebel, the Nursing staff, Amy for the x-rays and Derrick for the lab work. Dr. Otero told me you were on top of my medical care.

The Health, Education and Wellness Department Staff: Denise for assisting Percy with IHS to get me the walker, CHR's for the shower chair and the loaner walker. I appreciate the home visits, the office staff for making copies for me for AHCCCS, and Doris and her staff to get me to my appointments, Dr. Otero, my liver specialist. Also, the substance abuse personnel.

The Human Services staff: Thanks Celeste for your assistance and the copies for AHCCCS and the staff for your encouragement.

Last but not least, to Sonja and Patricia with Human Resources for the research and the PA's for AHCCCS. All of you are awesome!!

Johnnie Walema

Happy Birthday

To our son, Robert Bravo, Jr., best wishes on your birthday. We can't begin to tell you how very proud we are for the man you have become, all the accomplishments you have made and no matter what obstacles life has dealt you, you have always preserved and continued on with your life and what you believe in. I (your mom) know where your heart lies and I believe that is where it will always be, even though your footsteps might some day go elsewhere. Your great grandma's Alma & Queenie would have been so proud of you.

Son, you are a wonderful son, father, brother and uncle, your nieces and nephews think the world of you. Don't ever change who you are and like I've always said, "follow your heart". Be proud of who you are and where you come from. We have been blessed. Have fun on your birthday. Thank you for being our son.



Also, Happy b-day to Bingy, Londy, Girly, Mel-Sue, Sam-Sam & Maricela.

With love, your mom and dad

Days Past: Yavapai Indian storyteller Mike Burns - Part I

Prescott Courier | 3/16/2013 | By John Langellier

In December 1872 a young Yavapai named Hoomothya was present as his father, siblings, grandparents, and other members of his extended family were killed by U.S. Army troops with the support of Indian scouts. There, in a remote cave that even today is isolated and difficult to locate, he was orphaned.

The lad may have been no more than seven or eight years old when the only world he knew was swept away as part of the government's efforts to conquer Arizona Territory for white settlement. This tragic event had unexpected consequences, because the boy was taken in by his army captors and given a new name, Mike Burns. He remained with various military men for many years as ward, servant, mascot, and eventually as an Indian scout.

His path crossed with numerous western figures, from General George Crook to William F. "Buffalo Bill" Cody. Burns' life during these years reads much like a dime novel of the era but with more pathos than romance. At a tender age he was present at many events that have become part of western lore, including the 1876 campaign on the Great Plains where George Custer's Seventh Cavalry met its fate at Little Bighorn, and later he played a role in the campaign that finally brought Geronimo to bay. These and other travels exposed him to experiences far beyond that of the typical post-Civil War American.

Additionally, Burns' odyssey led him to Carlisle, Pennsylvania, as one of the first students to attend that renowned Indian school, and to Highland University in Kansas. In the process Burns acquired more education than many Americans of the era by the time he returned to his homeland nearly a decade and a half later. This exposure to the white man's school should have served him well. Regrettably, his thirst to learn did not bring



Courtesy Sharlot Hall Museum
Mike Burns poses in uniform as an

the future he wanted for himself and his family. Yet through it all Burns was proud of his Indian heritage as well as his military service.

Indeed, Burns was of two peoples, and he was never completely accepted by either the whites or the Indians. Ironically, this precarious position afforded him an unequalled viewpoint, and in some ways inspired him to seek out the past that was stolen from him. In so doing he became part eyewitness, part oral historian, part ethnographer, and all storyteller. His poignant, personal perspective now comes to life in this transcription of his own memoir. This last point is pivotal since personal stories of Arizona's nineteenth-century Indians largely have gone untold, dying with their owners and leaving no record that either ever existed. There has simply been no Indian voice to tell their side of what happened after Arizona Territory was founded in 1863.

Burns's desire to share his perspective started even while Arizona was still a territory. As early as January 6, 1910, he wrote from Phoenix to Miss Sharlot Hall, a poet, the territorial historian, and later the founder of the Sharlot Hall Museum, in care of Mr. J. P. Dillon, an attorney in Prescott: "I am an Apache Indian of this Territory and received a little education at Carlisle Indian School of Penna. Will you give me the address of a man or a magazine to whom I can send letters about a little history of the Apaches? And including my own history. ..."

A few years later he wrote to his friend Dr. Carlos Montezuma, a fellow Yavapai Indian educated as a doctor and practicing in Chicago, Illinois. In this January 7, 1913, letter he confided, "I am going to tell the White People that they have heard only one side of the stories about how bad the Apaches were to the whites." He went on to say, "It will be a long time yet before I can get to that as you call it The Bloody Cave Massacre and I will tell something about my capture." Yet, he had already been writing for some time when he made this statement to Dr. Montezuma. Next Sunday: Dr. Langellier tells of Mike Burns' long struggle to have the Indian point of view published.

Days Past is a collaborative project of the Sharlot Hall Museum and the Prescott Corral of Westerners, International. This and other Days Past articles are available at www.sharlot.org/library-archives/days-past. The public is encouraged to submit articles for Days Past consideration. Please contact Assistant Archivist, Scott Anderson, at SHM Archives 928-445-3122 or via email at archivesrequest@sharlot.org for information.

Days Past is a weekly feature in the Courier, supplied by Sharlot Hall Museum volunteers, chronicling historic events in Prescott

Help us!

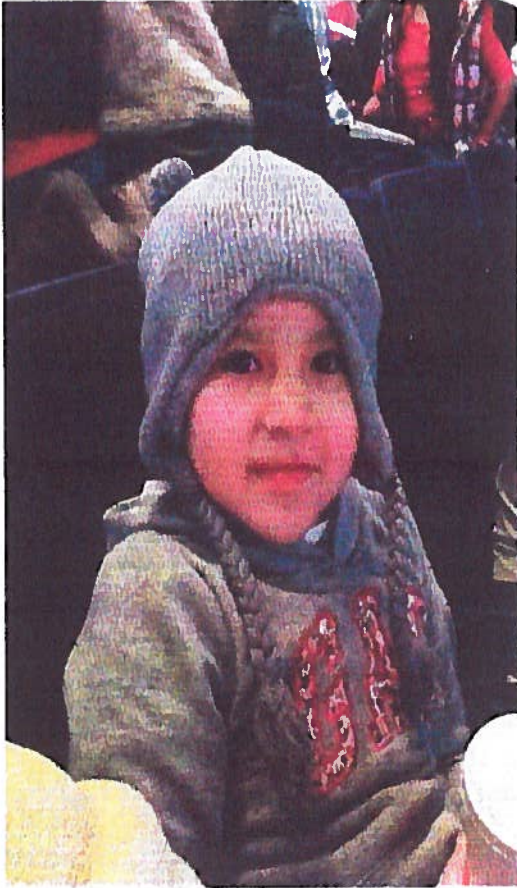


Help us name our New Man vs Food challenge!

Come up with a name for our challenge to eat the largest Hualapai Taco in the Southwest!

The ultimate Hualapai Taco?

Winning name will earn a duel with our Taco and a \$50 gift card to Diamond Creek Restaurant! Get your entry form at DC Restaurant or Hualapai Lodge Front Desk! Entry deadline 4/30/13



Last June 7 year old Amaris was diagnosed with Acute Myeloid Leukemia. She has been in and out of the Phoenix Children's Hospital since. She was in remission for 2 months, meaning AML free. On Feb 4th, 2013 she had a relapse in which the AML returned and is stronger than the first. Doctors have said that the goal is to find her a bone marrow match for a transplant. At this time there may be a couple of matches for her but of course it will take time to process. Her mother has had to put her job on hold for now and is struggling to provide for the other 3 siblings (ages 9, 14, and 16) and keeping the household running. We are kindly asking for any kind of donations that would help the family. Things that would be appreciated would be things to make her stay more comfortable. If you would like to donate to this family, your donation would be very appreciated .

If you have any questions feel free to call

Renee Gonzalez at
(928) 202-0446,

April Caballero at
(928) 202-1675,

And Monica Marquez
At (928) 300-3764

Pajamas size 7-8 Hygiene supplies

Coloring books Arts and Crafts

Crayons Movies (Disney)

Assistance with utility payments

Food donations Children's CD's

Barbie's Slippers/Socks

Laundry detergent

Like we said any kind of donation would be appreciated.

Thank You in advance.