



Special Election - Membership • Saturday, December 1st

Submitted by: Tasha Nez | Hualapai Election Board

NOTICE

SPECIAL ELECTION

Voting for:

Resolution 73-2017

Referendum for the purpose of changing; Article II – Membership
Section 1. (b) All persons one-fourth (1/4) degree or more
Hualapai Indian Blood; and

Saturday ~ December 2, 2017

8:00AM to 5:00PM

Multipurpose Building

470 Hualapai Drive

Peach Springs, AZ

**Please provide proper identification, but not required.*

➤ Absentee voting permitted

- The Election Board must be in receipt of your **original** absentee ballot request.
- Absentee ballot request will not be accepted via e-mail, fax, texts, scan, etc.
- Absentee request /s/ and ballots will only be accepted via United States Postal Service.

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Special points of interest

- The Regular Hualapai Tribal Council Meeting will be on Saturday, December 2nd at 8:01 a.m. in the Tribal Chambers.
- HTUA Meeting will be on Wednesday, December 13th at 9:00 a.m. at the Hualapai Education & Wellness Department.
- TERC Meeting will be on Wednesday, December 20th at 9:00 a.m. at the Hualapai Cultural Resources Department.

KEEP POSTED – DO NOT REMOVE

NOTICE PROVIDED BY: HUALAPAI ELECTION BOARD

Notice on Possible Change • 2018 Minor Distributions

Submitted by: Shanna Salazar | Hualapai Tribal Administration

The Great Spirit created Man and Woman in his own image. In doing so, both were created as equals. Both depending on each other in order to survive. Great respect was shown for each other; in doing so, happiness and contentment was achieved then, as it should be now.

The connecting of the Hair makes them one person; for happiness or contentment cannot be achieved without each other.

The Canyons are represented by the purples in the middle ground, where the people were created. These canyons are Sacred, and should be so treated at all times.

The Reservation is pictured to represent the land that is ours, treat it well.



The Reservation is our heritage and the heritage of our children yet unborn. Be good to our land and it will continue to be good to us.

The Sun is the symbol of life without it nothing is possible - plants don't grow - there will be no life - nothing. The Sun also represents the dawn of the Hualapai people. Through hard work, determination and education, everything is possible and we are assured bigger and brighter days ahead.

The Tracks in the middle represent the coyote and other animals which were here before us.

The Green around the symbol are pine trees, representing our name Hualapai - PEOPLE OF THE TALL PINES.

HUALAPAI TRIBE OFFICE OF THE CHAIRPERSON

Damon R. Clarke, Ed.D.
Chairman

P.O. Box 179 / 941 Hualapai Way • Peach Springs, Arizona 86434
(928) 769-2216 • 1-888-769-2221

Philbert Watahomigie, Sr.
Vice Chairman

Date: November 20, 2017

Gamyu!
Happy Holidays!

This letter is to inform you that the Hualapai Tribal Council has had multiple discussions on Minor Distributions, in regards to allowing parents/guardians receive their child/children's distribution. In the best interest of the Minor(s), the Tribal Council have discussed the possibility of not allowing this privilege in 2018; with the possibility of allowing 25% of the distribution going to the parent or guardian, and 75% of the distribution go into Trust for the minor. At this point, these are *only* suggestions. We, the Hualapai Tribal Council, want to prepare you for the possible change.

If you have any questions or concerns please feel free to contact us at (928)769-2216

Best Regards,

Damon R. Clarke, Chairman

Philbert Watahomigie Sr., Vice Chairman

Emma Tapija, Councilwoman

Scott Crozier, Councilman

Jean Pagilawa, Councilwoman

Stewart Crozier, Councilman

Carrie Imus, Councilwoman

Shawna Havatone, Councilwoman

Clay Bravo, Councilman

HUALAPAI TRIBAL FUNERAL ASSISTANCE POLICY

The Hualapai Tribe will provide assistance to Hualapai Tribal Members for funeral expenses. The financial assistance will be provided based on the following qualifications:

1. Deceased has to be an enrolled member of the Hualapai Tribe.
2. \$4,000.00 is the limit of funding available for each deceased Tribal Member.
3. Any amount over the \$4,000.00 will be the responsibility of the family of the deceased.
4. The funds provided will cover: cremation, casket and funeral home services.
5. Payment will be made directly to funeral home after an invoice has been submitted to the accounting office.
6. If the cost of cremation, casket and funeral home services is less than \$4,000.00, the remaining balance after payment may be used for other expense related to the funeral.
7. Burial expense of \$2,000 may be provided for the death of a newborn, or unborn child. Provided one parent are enrolled members of the Hualapai Tribe.

Date Adopted: November 4, 2017
By Hualapai Tribal Council

45-Day Public Review • Changes for Homesite Lease Ordinance Submitted by: Michelle Zephier | Hualapai Planning Department



PUBLIC NOTICE



Hualapai Planning Department
887 Highway 66
Peach Springs, AZ 86434
Phone: 928-769-1310
Fax: 928-769-1377

Tribal Environmental Review Commission
Released: November 27, 2017

The Hualapai Planning Department announces that on November 27, 2017, it will commence a 45-day public review notice of the changes in the Homesite Lease Ordinance (B) and Homesite lease format (A). Copies of the changes for both items will be available at the Hualapai Planning Department, Tribal Office, in the Gumyu, Tribal Web Site and at the Hualapai Post Office.

There were also **Public Meetings** that were held at the Multi-Purpose Building on August 22, 2017 and November 1, 2017. If you have any questions or changes, please call Michelle Zephier at 769-1310 or email at mzephier@hualapai-nsn.gov (see pages 4-14).

Diamond Creek Restaurant Holiday Hours



Monday, December 4th
CLOSED
(equipment update)

Tuesday, December 5th
CLOSED
(equipment update)

Thursday, December 14th
4pm to CLOSE
(TO GO ORDERS ONLY)

Friday, December 15th
4pm TO CLOSE
(TO GO ORDERS ONLY)

Saturday, December 16th
LIMITED HOURS
(6.30am to 2pm)

Sunday, December 17th
LIMITED HOURS
(8am to 8.30pm)

Wednesday, December 20th
CLOSED
(between 2pm and 5pm)

Christmas Eve, December 24th
LIMITED HOURS
(6.30am to 6pm)

Christmas Day, December 25th
CLOSED

New Year's Eve, December 31st
LIMITED HOURS
(6.30am to 6pm)

New Year's Day, January 1st
LIMITED HOURS
(8am to 8.30pm)



**HUALAPAI TRIBAL COUNCIL
RESOLUTION NO. ____-2017
OF THE GOVERNING BODY OF THE
HUALAPAI TRIBE OF THE HUALAPAI RESERVATION**

A.

(Lessee name) Hualapai Residential Lease

WHEREAS: The **Hualapai Tribal Council** ("Council") is authorized to represent the **Hualapai Tribe** ("Tribe/Band") and act on all matters that concern the health and welfare of the **Hualapai Tribe**, and to make decisions not inconsistent with or contrary to the Constitution of the **Hualapai Tribe** ("Constitution") as provided under Article V (a) of the Constitution; and

WHEREAS: The Council, as the legislative body of the Hualapai Tribe, is authorized to take any and all actions necessary and proper for the exercise of its Constitutional powers and duties, including those powers and duties not enumerated, and all other powers and duties now or hereafter delegated to the Council, or vested in the Council through its inherent sovereignty, as provided under Article V (dd) of the Constitution; and

WHEREAS: The Council is authorized to regulate the use and disposition of all land within the jurisdiction of the Tribe and to veto the disposition, lease or encumbrance of tribal lands made without the consent of the Tribe; as provided by Article (c), respectively, of the Constitution; and

WHEREAS: On **{Date}**, pursuant to Resolution No. **{No.}**, the Council approved a Quitclaim Deed to **{Name}** for the residential dwelling located at **{Address}** within the **Hualapai Tribal** Reservation lands (*attached as Exhibit A*); and

WHEREAS: Following the passing of **{Name}**, the Utah State Court through Probate awarded title. ownership and possession of the residential dwelling located at **{Address}** to **{Name}** daughter, **{Lessee}** by Order date **{Date}** (*attached as Exhibit B*); and

WHEREAS: Title 25 Section 162.005 of the Code of Federal Regulations provides that a lease be executed in order for a person to possess or occupy Indian land, as further specified by Section 162.301 of said Regulations; and

WHEREAS: No lease agreement currently exists between the **Hualapai Tribal** and **{Lessee}** for the land underlying the residential dwelling located at **{Address}** within the **Hualapai Tribal** Reservation lands; and

WHEREAS: **{Lessee}** desires to enter into a residential land lease with the **Hualapai Tribal** for the land underlying the residential dwelling located at **{Address}** within the **Hualapai Tribal** Reservation lands; and

WHEREAS: The Bureau of Indian Affairs ("BIA") has approved a model residential lease form ("Residential Land Lease") jointly developed by the BIA, the Department of Housing and Urban Development ("HUD"), the Department of Veterans' Affairs ("VA"), and the Department of Agriculture ("USDA") for use on Indian land in connection with each of the foregoing agency's mortgage loan programs; and

WHEREAS: Attached as *Exhibit C* is a Residential Land Lease, based on the model residential lease form approved by the BIA, which provides for **{Lessee}** to possess and occupy the underlying land at **{Address}** for an initial period of twenty-five (25) years, with an automatic twenty-five (25) year renewal provided there is no uncured event of default as of the date of the

automatic renewal, and for a one-time lease fee of one Dollar (\$1.00); and

WHEREAS: The Council finds that it is in the best interest of the **Hualapai Tribal** to approve a Residential Land Lease between the **Hualapai Tribal** for and **{Lessee}** which provides for **{Lessee}** to possess and occupy the underlying land at **{Address}** for an initial period of twenty-five (25) years with an automatic twenty-five (25) year renewal provided there is no uncured event of default as of the date of the automatic renewal, and for a one-time lease fee of One Dollar (\$1.00).

NOW THEREFORE BE IT RESOLVED, that the **Hualapai Tribal** Council, in Council assembled, at which a quorum is present. approves the Residential Land Lease. attached as *Exhibit C*, between the Nation and **{Lessee}** for the underlying land at **{Address}**, within the **{Tribe's/Band's}** for Reservation lands, for an initial period of twenty-five (25) years, with an automatic twenty-five (25) year renewal provided there is no uncured event of default as of the date of the automatic renewal, and for a one-time lease fee of One Dollar (\$1.00).

BE IT FURTHER RESOLVED, that the **Hualapai Tribal** Council hereby determines, in accordance with its authority under Title 25 Sections 162.311(b) and 162.320(a) of the Code of Federal Regulations, respectively, that (1) the lease term is reasonable, and (2) the lease is for housing for public purposes and the rent amount is in the **{Tribe's/Band's}** best interest.

BE IT FURTHER RESOLVED, that the Council hereby requests that the BIA, upon its receipt of this Resolution and the fully executed attached Residential Land Lease between the **Hualapai Tribal** and **{Lessee}** for approve and record the same in the title records of the BIA as authorized and required under applicable federal law and regulations.

BE IT FINALLY RESOLVED, that the Chairman and Vice-Chairwoman, or either of them, are hereby authorized to execute the attached Residential Land Lease on behalf of the **Hualapai Tribal** and to take all such further action as deemed necessary to carry out the intent and purposes of this Resolution;

CERTIFICATION

I, the undersigned as Chairman of the Hualapai Tribal Council hereby certify that the Hualapai Tribal Council of the Hualapai Tribe is composed of nine (9) members of whom Constituting a quorum were present at a Regular Meeting thereof held on this **7th of October 2017**; and that the foregoing resolution was duly adopted by the affirmative vote of ___ in favor, ___ opposed, ___ not voting and ___ excused, pursuant to the authority of Article V, Section (a) of the Constitution of the Hualapai Tribe approved March 13, 1991.

Damon Clarke, Hualapai Chairman
HUALAPAI TRIBAL COUNCIL

ATTEST;

Shanna Salazar, Administrative Assistant
HUALAPAI TRIBAL COUNCIL



B.

Hualapai Tribe RESIDENTIAL LAND LEASE

The RESIDENTIAL LAND LEASE ("Lease") is made and entered into by and between the **Hualapai Tribe** ("Lessor") whose address is **941 Hualapai Way/P.O. Box 179, Peach Springs, AZ.**, and **Lessee** ("Lessee") whose address is **Lessee Address**. The parties agree as follows:

1. SECRETARIAL APPROVAL; FEDERAL AGENCY APPROVAL; DEFINITIONS OF FEDERAL AGENCY, TRIBAL, and LENDER. As used in this lease, the term "Secretary" means the Secretary of the Interior or his or her 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, as implemented by Title 25, Code of Federal regulations (CFR). Part 162. The form of this Lease has been accepted by the Secretary of Housing and Urban Development (HUD) pursuant to 24 CFR § 203.43h(c), which implements Section 248 of the National Housing Act. 12 U.S.C § 1715z-13, for use in connection with Federal Housing Administration (FHA) insurance of a mortgage on the interest created by this Lease, and pursuant to 24 CFR § 1005.107, which implements Section 184 of the Housing and Community Development Act of 1992 (Pub. L. 102-550) for use in connection with HUD's issuance of a loan guarantee of a mortgage on the interest created by this Lease. The form of this Lease has also been accepted by the Secretary of the United States Department of Agriculture (USDA) for use in connection with the issuance by USDA or its Rural Housing Service (RHS) of a direct or guaranteed loan pursuant to section 502 of the Housing Act of 1949 as amended, 42 U.S.C. § 1472, and accepted by the Secretary of the Veterans Affairs (VA) for use in connection with the issuance by VA of a direct or guaranteed loan pursuant to chapter 37 of Title 38, United States Code, secured by the interest created by this Lease. As used in the context of this Lease, the term "Tribe or Tribal" refers to the **Hualapai Tribe** who enters into this Lease as the "Lessor." For future reference, "Federal Agency" refers to HUD, VA, and USDA. When used in this Lease, the "lender" is any mortgagee that a Federal Agency has approved or a Federal Agency which makes a direct loan. With respect to mortgages which are insured under Section 248 of the National Housing Act, the lender must be approved by the Federal Housing Administration. The term "lender" also includes any of the lender's successors or assigns of the lender's right, title to, or interest in, the Mortgage and any subsequent noteholder secured by the Mortgage. The assignment of the mortgage or any interest therein does not require the consent of the Tribe.

Deleted: Regulations

2. LEASED PREMISES. For and in consideration of the rents, covenants, and agreements hereinafter set out, Lessor hereby leases to Lessee the tract or parcel of land situated within the boundaries of the **Hualapai Tribe** and located at **Lessee Address** and more particularly described in Exhibit A, which is attached hereto and by reference made a part hereof ("Leased Premises").

3. **USE OF PREMISES.** The purpose of this Lease is to enable the Lessee to construct, improve, and/or maintain a residential dwelling and related structures on the Leased Premises, and otherwise to use said premises as Lessee's principal residence. Lessee shall use the premises exclusively for residential purposes. Lessee agrees that it will not use or cause to be used or permit any part of the Leased Premises to be used for any unlawful conduct or purpose. The lawfulness of Lessee's conduct shall be defined by the laws of the **Hualapai Tribe** and applicable laws of the United States.

4. **CONDITION OF LEASED PREMISES.** Lessee has examined and is familiar with the Leased Premises and verifies that no representations as to the physical condition thereof have been made by Lessor or any agent of Lessor prior to or at the time of the execution of this Lease and Lessee warrants that it has not relied on any warranty or representation regarding the physical condition of the Leased Premises made by or for Lessor but solely upon Lessee's independent investigation.

5. **TERM.** Lessee shall have and hold the Leased Premises for an initial term of fifty (50) years and renewal clause for an additional forty-nine (49) year term at the request of the lessee, as allowed in 25 CFR 162.607(a). Holding over by the lessee after the expiration of the initial term or renewal term of this Lease shall not constitute a renewal or extension thereof or give Lessee any rights hereunder, or in or to the Leased Premises. This Lease may not be terminated by either or both parties during its term if, and as long as, the Lease and/or any improvements 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, if the loan is guaranteed, insured, or made by a Federal Agency, a written consent of that agency is also required. This Lease shall not be subject to an forfeiture or reversion and shall not be otherwise terminable, if such event would adversely affect any interest in the Leased 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 any conveyance given in lieu of foreclosure, or of any holder subsequent to such purchase. In the event a Federal Agency acquires a mortgage on the interest created by this Lease by assignment from a lender, the Lessor shall not terminate the Lease without the written consent of the respective Federal Agency, as long as the mortgage is in force.

Deleted: erm of twenty-five (25) years beginning on the Effective Date of this Lease. This Lease shall automatically renew for an additional twenty-five (25) years provided there is no uncured event of default at the expiration of the initial term.

6. **RENT.** In consideration of the covenants and agreements set forth herein, Lessee agrees to pay rent for the Leased Premises as follows:

(a) A one-time lease fee of One Dollar (\$1.00) due and payable on or before the Effective Date of this Lease.

(b) The Finance Department of the Lessor is hereby designated as Lessor's agent for the administration of this Lease and for the receipt and collection of all proceeds due Lessor pursuant to the terms of this Lease, and for the receipt of all documents, certifications and correspondence arising out of or relating to this Lease.

7. **IMPROVEMENTS.** All buildings or other improvements now existing or hereafter constructed on the Leased Premises shall be the leasehold property of the Lessee during the term of this Lease, including any renewal thereof. During the term of this Lease; Lessee shall obtain any necessary governmental permits, approvals or authorizations required for the construction and use of all improvements he or she (they) place(s) or cause(s) to be placed on the Leased Premises, and shall comply with all laws applicable to the construction and use of improvements. Unless otherwise provided herein, all improvements or construction on said Leased

Premises shall be at the expense of Lessee. In addition to the installations and improvements, which Lessor has already placed on the Leased Premises. If any, Lessee shall have the right to place on the Leased Premises at its own expense, such improvements as it may deem necessary to carry out the purposes authorized by this Lease.

8. USE RIGHT. Upon expiration of this Lease, or upon its termination in accordance with the terms hereof, unless such termination is due to default upon the part of Lessee, Lessee or any successors in interest shall be entitled to use rights in the Leased Premises if qualified under the laws of the **Hualapai Tribe**. If not so eligible, Lessee, his or her (their) sublessee and any successors in interest shall, upon demand, surrender to Lessor upon expiration or other termination of this Lease complete and peaceable possession of the Leased Premises and all improvements thereon which have not been relocated as permitted under Paragraph 9 below, which shall be the property of the **Hualapai Tribe**.

9. RIGHT OF REMOVAL. Upon expiration of this Lease, or upon its termination in accordance with the terms hereof, the Lessee shall have ninety (90) days to remove the improvements, including the dwelling and related structures ("Improvements") from the Leased Premises and relocate such Improvements to an alternative site, not located on the Leased Premises. Any Lessee who exercises such a right shall be required to pay all costs related to the relocation of the Improvements. Lessee shall leave the land in good order and condition. All other remaining improvements not removed by Lessee within ninety (90) days shall become the property of the Lessor. This paragraph does not apply to Section 248 insured mortgage loans.

10. CONSTRUCTION, MAINTENANCE, REPAIR AND ALTERATION. Lessee shall maintain the Leased Premises and all improvements thereon in good order and repair and in a neat and attractive condition at all times during the term of this Lease and at Lessee's sole cost and expense. Lessee shall construct, maintain, and repair, as required by law, all improvements on the Leased Premises and any alterations, additions, or appurtenances thereto, and shall otherwise comply with all existing laws, ordinances, and regulations of the **Hualapai Tribe**, copies of which Lessor acknowledges are available for public inspection or will be provided upon request by Lessee, and any other laws applicable to the Leased Premises. Lessee shall not commit or permit to be committed any waste whatever on the Leased Premises and shall not remove, destroy or tear down any building or other improvements thereto, but shall keep the same in good repair. Lessee shall not destroy or permit to be destroyed any trees except with the consent of the Lessor and the approval of the Secretary of Interior, and shall not permit the Leased Premises to become unsightly. The Lessee shall be held financially responsible for all unrepaired damages to buildings, fences, improvements or appearance, except for the usual wear and decay.

11. QUIET ENJOYMENT. Lessor agrees to defend the title to the Leased Premises and also agrees that Lessee and any successors in interest shall peaceably and quietly hold, enjoy and occupy the Leased Premises for the duration of this Lease without any hindrance, interruption, ejection or molestation by Lessor or anyone claiming by, through or under Lessor, except if the requirements of any part of this Lease are not kept by the Lessee.

12. UTILITIES. Lessee shall pay the cost of gas, electricity, water and sewage, and the cost of all other utility services to the Leased Premises.

13. COMMUNITY SERVICES. Lessor shall not be responsible for providing any services to the Leased Premises including, but not limited to, police and fire protection, medical services and garbage disposal except to the extent that said services are customarily provided to the community.

14. ASSIGNMENT AND SUBLEASE.

(a) Except as otherwise provided herein, Lessee shall not assign or sublet this Lease without the prior written consent of the Lessor and sureties (as found in 25 CFR 162), and approval of the Secretary of the Interior. If this Lease and/or any improvements on the Leased Premises are mortgaged or pledged as security for a loan, Lessee shall not assign or sublet this Lease without the written approval of the lender and the respective Federal Agency. Lessee may assign the Lease and deliver possession of the Leased Premises, including any improvements thereon, to the lender or its successors, or Federal Agency guaranteeing or insuring the loan, if Lessee default(s) in any mortgage or

other loan agreement for which the Lease and/or improvements on the Leased Premises are pledged as security, and, in such event, the lender or its successors in interest may transfer this Lease or possession of the Leased Premises to a successor Lessee; provided, however, that the Lease may only be transferred to another member of the **Hualapai Tribe** or an entity, or department of the **Hualapai Tribe**. Nothing in this Lease shall prevent the Lessee, with the approval of the Secretary of the Interior and the Secretary of HUD (for Section 184 insured loans), from executing and recording a mortgage, declaration of trust and/or other security, instrument as may be necessary to obtain financing for the purchase of a dwelling, refinancing of an existing mortgage, construction and/or improvement of a dwelling and related structures, or shall prevent the mortgagee or other lender from foreclosing or instituting other appropriate proceedings under law in the event of default of any mortgage or other loan agreement by the Lessee, or assigns. Except in cases involving loans for home construction or home improvement by a bank, recognized lending institution, or a lending agency of the United States Government, where no such consent or approval of Lessor shall be required, Lessee may not execute a mortgage, declaration of trust or other security instrument pledging their interest in this Lease or any improvements on the Leased Premises without the prior written consent of Lessor and the approval of the Secretary of the Interior.

Notwithstanding the provisions contained above, the following additional requirements shall be applicable to a Lease, which secures a mortgage insured, guaranteed or held by a Federal Agency:

(b) Notwithstanding that the term sublease, is used herein: the Lessee shall not sublease the premises if the Lease is the security for a mortgage insured under Section 184. The Lessee may assign the Lease in accordance with the terms hereunder.

In the event a Federal Agency is the lender or acquires the mortgage secured by this Lease, and subsequently acquires said Lease by foreclosure, or by the assignment of said Lessee, his or her (their) Lessees or assigns (for which the approval of the Tribe is not required), then:

- (1) The appropriate Federal Agency (the Agency involved in this transaction) will notify the **Hualapai Tribe** of the availability of the Lease for sale, the sales price of the home and other terms of sale.
- (2) The Lease may only be assigned to another **Hualapai Tribe** tribal member, except that the appropriate Federal Agency may lease the Leased Premises to a non-member under the conditions specified herein. Any such sublease or assignment shall be executed consistent with the laws of the **Hualapai Tribe** and Federal law.
- (3) If a purchaser is found, the Lease will be transferred by the Federal Agency, to the purchaser, with the prior written consent of the **Hualapai Tribe**.
- (4) If a purchaser cannot be found, the appropriate Federal Agency may sublease the Leased Premises without the prior written approval of the **Hualapai Tribe** or enter into a contract with **Hualapai Tribe** to act as Leasing and Property for a Manager for a fee not to exceed that provided for in the United States Housing Act of 1937. Such sublease shall be to a member of the **Hualapai Tribe**, unless a tribal member lessee cannot be found. in which case the Federal Agency may sublease to any individual. The term of the initial lease period and any succeeding period shall not exceed one year each. Any purchase of the lease shall be subject to any sublease by the Federal Agency pursuant to this subsection.
- (5) No mortgagee (except a Federal Agency its mortgagee or assignee of a mortgage) may obtain title to the interest created by this Lease without the prior written consent of the **Hualapai Tribe**.

In the event that the lender is the entity responsible for acquiring the Lease and the leasehold estate by foreclosure, the lender shall have the rights of the Federal Agency who had insured or guaranteed the foreclosed mortgage under subparagraphs (1) through (5) above, provided this sentence does not apply to loans insured under HUD/FHA's section 184 program.

(c) Any assignment or sublease of the Lease must comply with the applicable probate law and probate procedures.

(d) Any assignment or sublease of the Lease must comply with the Hualapai Constitution, in particular the Bill of Rights, provided in Article IX, which prohibits the taking of private property for public use without just compensation.

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15. OPTION. Subsequent to Lessee's breach of any covenant or agreement under a mortgage or other security instrument for which the Lease or any improvements on the Leased Premises are pledged as security, and upon the expiration of any applicable cure period, the Lessor shall have an option (the "option" herein) to acquire the Lessee's Leasehold interest (subject to all valid liens and encumbrances) upon either payment in full of all sums secured by the mortgage or assumption of the loan with the approval of the lender or the applicable Federal Agency as evidenced by the note and mortgage and execution of an assumption agreement acceptable in all respects to the Lender. Such option is subject to the following conditions:

(a) If the Lessee or any assignee of Lessee fails to cure the default, the lender or successor shall give written notice to the Lessor of Lessee's or its assignee's failure.

(b) If the Lessee or any assignee of Lessee fails to cure the default, said notice shall be given before the lender or successor invokes any other remedies provide under the mortgage or by law. Thereafter, the lender may issue an acceleration notice to the Lessee, its lessees or assigns, under the mortgage or other security instrument, requiring the Lessee, its lessees or assigns to pay all sums secured by the mortgage or other security instrument. If the Lessee, its lessees or assigns fail to cure the default in accordance with the terms of the lender's acceleration notice, the lender shall give the Lessor written notice of said failure to cure. The Lessor may exercise its option at any time within thirty (30) days of the date of the lender's written notice to the Hualapai Tribe of said failure to cure. This option shall be exercised by notice in writing from the Lessor to the Lessee and the lender.

(c) Notwithstanding the Lessor's option to acquire the Lessee's interest in the Leased Premises, such option shall be subject to any right the Lessee may have under the mortgage or by law to reinstatement after the acceleration, and the right to bring appropriate court action to assert the non-existence of a default or any other defense to acceleration and sale or foreclosure.

(d) The estate acquired by the Lessor through the exercise of the option shall not merge with any other estate or title held by the Lessor as long as the leasehold interest or any improvements on the Leased Premises, or any interest therein, are mortgaged or otherwise pledged as security for any loan, and the leasehold interest shall remain subject to any valid and subsisting mortgage or other security instrument.

16. RESERVATIONS. Any rights not expressly provided are reserved by the Lessor, including but not limited to any minerals, timber or water on the Leased Premises.

17. OBLIGATION TO THE UNITED STATES. It is understood and agreed that while the Leased Premises are in trust or restricted status, all of the Lessee's obligations under this Lease, and the obligation of his, hers (theirs) sureties, are to the United States as

well as to the owner of the land.

18. ASSENT NOT WAIVER OF FUTURE BREACH OF COVENANTS. No assent, express or implied, to any breach of any of the Lessee's covenants shall be deemed to be a waiver of any succeeding breach of any covenants.

19. PAYMENTS AND NOTICES. All notice's, payments and demands, shall be sent to the parties hereto at the addresses herein recited or to such addresses as the parties may hereafter designate in writing. Notices and demands shall be sent by certified mail. Service of any notice or demand shall be deemed complete within five (5) days after mailing or the date actually received whichever occurs first. Copies of all notices and demands shall be sent to the parties at the following addresses:

LESSEE

Name

Address

Address

LESSOR

Hualapai Tribe

P.O. Box 179

Peach Springs, AZ 86434

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20. LAWS AND ORDINANCES OF THE Hualapai Tribe; RESOLUTION OF DISPUTES AND APPLICABLE LAW.

- (a) Lessee agrees to abide by all laws, regulations and ordinances of the **Hualapai Tribe**, now in force and effect or that may hereafter be in force and effect, copies of which will be provided to Lessee upon specific written request.
- (b) The **Hualapai Tribe** Tribal Court shall have exclusive jurisdiction over all claims, disputes, or actions arising from or relating to this Lease or breach thereof.
- (c) This Lease shall be construed and enforced in accordance with the specific laws of the **Hualapai Tribe, including its probate laws**, and applicable federal law and the **Hualapai Tribe** shall have jurisdiction over the Leased Premises. It is further understood and agreed that violations of this Lease shall be acted upon in accordance with the regulations in 25 CFR Part 162.
- (d) Lessor warrants that this Lease is fully authorized and complies with all applicable laws of the **Hualapai Tribe** and the United States. and that Lessor is empowered to execute and deliver the same. Lessor will use its best efforts and due diligence at its expense to secure further approvals, if needed.

21. SOVEREIGN IMMUNITY. The **Hualapai Tribe** is a federally recognized Tribe which enjoys sovereign immunity. The Nation utilizes rights, privileges, and immunities. including without limitation the Nation's immunity from suit, the Nation's status and immunities with respect to federal and state taxation, and the Nation's exemption from certain employment or other laws, including Title VII of the Civil Rights Act. Nothing in this agreement shall be construed to constitute a waiver of the sovereign immunity of the **Hualapai Tribe**, its agents, employees, or attorneys, for any purpose whatsoever.

22. INSPECTION. The Secretary of Interior, lender, applicable Federal Agency, and

the Lessor and their authorized representative shall have the rights, at any reasonable times during the term of this Lease, and with reasonable notice, to enter upon the Leased Premises, or any part thereof, to inspect the same and all buildings and other improvements erected and placed thereon.

23. INDEMINIFICATION. Neither the Lessor nor the United States, nor their officers, agents, and employees shall be liable for any loss, damage, or injury of any kind whatsoever to the person or property of the Lessee or Lessees or any other person whomsoever, caused by any use of the Leased Premises, or by any defect in any structure erected thereon, or arising from any accident fire, or other casualty on said premises or from any other cause whatsoever; and Lessee, as a material part of the consideration for this Lease, hereby waives on Lessee's behalf all claims against Lessor and/or the United States and agrees to hold Lessor and/or the United States free and harmless from liability for all claims for any loss, damage, or injury arising from the use of the Leased Premises by Lessee, together with all costs and expenses in connection therewith.

24. FEDERAL SUPERVISION.

(a) Nothing contained in this Lease shall operate to delay or prevent a termination of Federal responsibilities with respect to the Leased Premises by the issuance of a fee patent, the lifting of restrictions on alienation, or otherwise during the term of the Lease; such termination, however, shall not serve to abrogate the Lease.

(b) No member of Congress or any delegate thereto or any Resident Commissioner shall be admitted to any share or part of this Lease or to any benefit that may arise therefrom.

(c) Nothing contained in this Lease shall violate the applicable probate law and probate procedures.

(d) Nothing contained in this Lease shall violate the Hualapai Constitution, in particular the Bill of Rights, provided in Article IX, which prohibits the taking of private property for public use without just compensation.

25. UPON WHOM BINDING. It is understood and agreed that the covenants and agreements hereinbefore mentioned shall extend to and be binding upon the parties subscribing hereto, and their heirs, assigns, successors, executors and administrators. If the Lease is assigned, subject to the applicable probate law and probate procedures, any party that assumes the Lease shall be bound by these terms. Any parties bound by this Lease are also bound by the Hualapai Constitution, including Article IX, outlining the Bill of Rights.

26. ENTIRE AGREEMENT. This lease contains the entire agreement between the parties relative to the subject matter herein. There are no promises, terms, conditions, or obligations other than those contained herein; and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written agreement shall be valid or binding, and this Lease shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto relative to the subject matter herein, as well as and including agreements between the Lessee and any department of the Lessor, including but not limited to the **Hualapai Tribe** Tribal Housing. This Lease may not be enlarged, modified, or altered except in writing signed by the parties. This Lease may not be enlarged, modified, or altered according to the applicable probate law and in connection with probate procedures. This Lease must comply with the Hualapai Constitu-

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tion, including Article IX, outlining the Bill of Rights.

27. **ARCHAEOLOGICAL CLEARANCES.** In the event that archaeological or historical remains, burials, cultural artifacts, or other antiquities not previously reported are encountered during the course of construction, or any other activities associated with this contract, all activity in the immediate vicinity of the remains or artifacts will cease and BIA approving official will be contacted to determine disposition.

28. **EFFECTIVE DATE.** This Lease and all its terms and provisions shall be binding upon the successors and assigns of the Lessee and any successor in interest to the Lessor and shall take effect on the date the Lease is approved by the Secretary.

29. **DEFAULT.** Any of the following constitutes an event of default under this Lease:

- (a) Lessee fails to comply with the terms and conditions of this Lease and Lessee fails to cure such default within thirty (30) days of written notice from Lessor.
- (b) Lessee fails to timely cure a default under a mortgage or loan.

(c) The BIA may, at its discretion, treat as a lease violation any failure by the Lessee to cooperate with a BIA request to make appropriate records, reports, or information available for BIA inspection and duplication.

30. **REMEDIES FOR LESSEE'S DEFAULT OR VIOLATION OF LEASE**

(a) Lessor may not terminate this Lease if, and as long as, the Lease and/or any improvements on the premises, or an 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 if the loan is guaranteed, insured, or made by a Federal Agency, written consent of that agency is also given.

(b) In addition to any other remedies provided under the laws of the **Hualapai Tribe**, upon the occurrence of a default, Lessor has the following remedies:

- (1) Accept a surrender of the Leased Premises;
- (2) Terminate the Lease and evict Lessee; and
- (3) Obtain a judgement for monetary damages in the event Lessee damages the Leased Premises or allows waste to occur beyond normal wear and tear.

(c) Remedies for breach under 25 CFR Part 162 shall be in addition to the remedies provided under this lease.

(d) Any taking of the private property for public use must include the provision of just compensation, its required by the Hualapai Constitution, Article IX.

(e) The Lease may also be modified or altered according to the applicable probate law and in connection with probate procedures.

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IN WITNESS WHEREOF, this LEASE is signed below by the duly authorized representatives of the parties.

Hualapai Tribal Organization LESSOR

P.O. BOX 179

PEACH SPRINGS, ARIZONA 86437

ATTEST

Shanna Salazar, Administrative Assistant
HUALAPAI TRIBAL COUNCIL

Damon Clarke, Hualapai Chairman
HUALAPAI TRIBAL COUNCIL

DATE: _____

DATE: _____

WITNESS: _____

Hualapai Planning Department

(Lessee Name)

LESSEE

DATE: _____

*UNITED STATES
DEPARTMENT OF INTERIOR
BUREAU OF INDIAN AFFAIRS
TRUXTON CANON AGENCY
VALENTINE, ARIZONA*

APPROVAL

Of the attached lease agreement between the Hualapai Indian Tribe and Lessee for a residential lease and for no other purpose on the Hualapai Indian Reservation. This lease is hereby approved **Pursuant to authority delegated to the Assistant Secretary—Indian Affairs by 209 DM 8, to the Director of BIA by 20 DM 1, to the Western Regional Director by 3 IAM 4, and the Superintendent by historic Phoenix Area Re-Delegation Documents in 10 BIAM.**

By:

Date: _____

James E. Williams
Superintendent, Truxton Canon Agency
Bureau of Indian Affairs

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Ground Breaking for Three New Homes in Box Canyon

On Monday, November 20, 2017, the Hualapai Tribe broke ground for three model homes to be built in Box Canyon. Chairman Clarke, Vice-Chairman Watahomigie were joined by the general contractor Mr. Kenney Mills of Mills Design Group, to turn the soil. Mr. Frank Mapatis was so kind to give the blessing.

The three model homes will use the same floor plan as the other nine homes built in the Box Canyon Subdivision and will include one 3-bedroom, 2-bath home at 1,906 square feet, one 4-bedroom, 2-bath at 2,243 square feet, and one 5-bedroom, 2.5 bath home at 2,606 square feet on lots ranging from 12,022 and 13,608 square feet in size. Each home will come with a photovoltaic solar array to help reduce electricity costs. The homes will be ownership units and be sold at a competitive market rate to tribal members who can qualify for a home loan. This is a pilot program to gauge the market and to allow those tribal members renting homes in Peach Springs or elsewhere the ability to buy a home of their own on the Hualapai Reservation.

Site preparation work will begin in December with the construction completion date set for June 30, 2018. The project is being managed by Urban Tech, Ltd., under the supervision of the Planning and Economic Development Department.

Please contact Kevin Davidson at (928) 769-1310 for additional information.



Vice-Chairman Watahomigie, Chairman Clarke and Mr. Kenney Mills
Photo by Calvin Smith

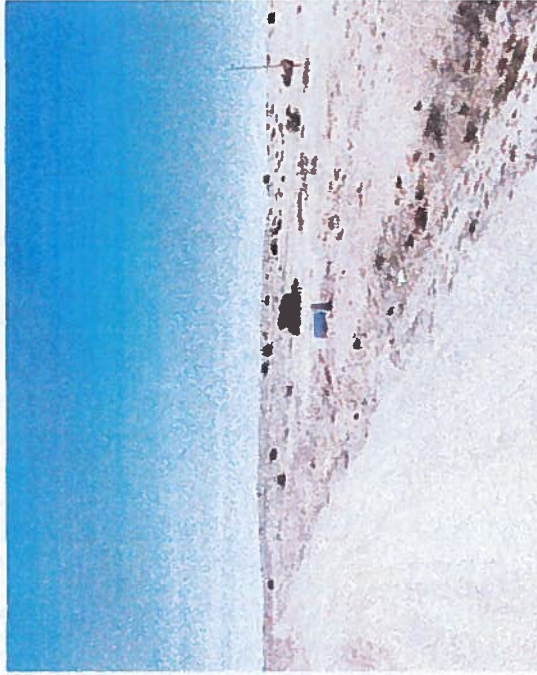
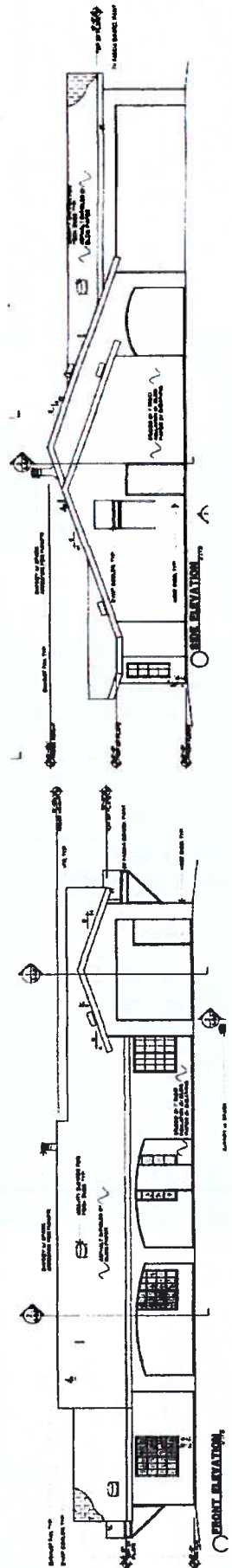
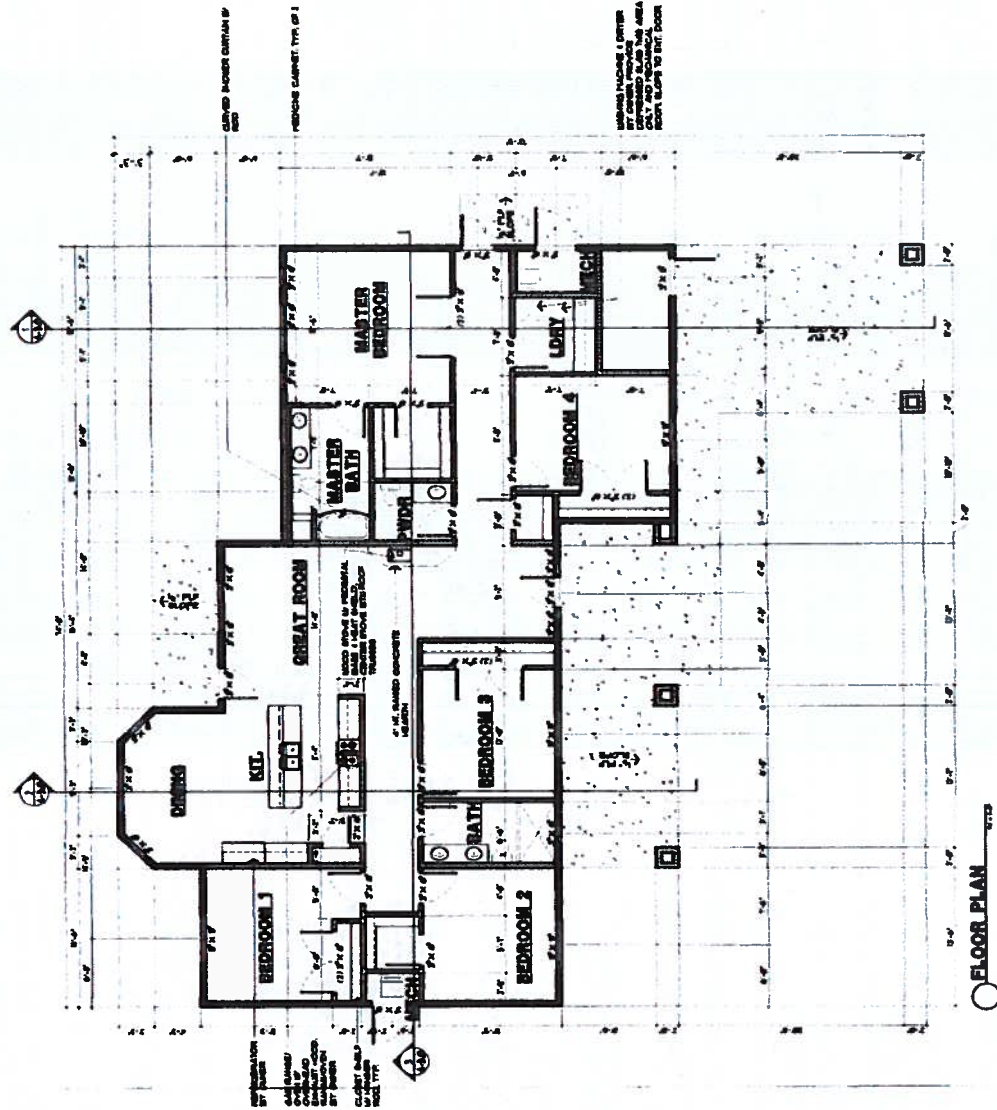


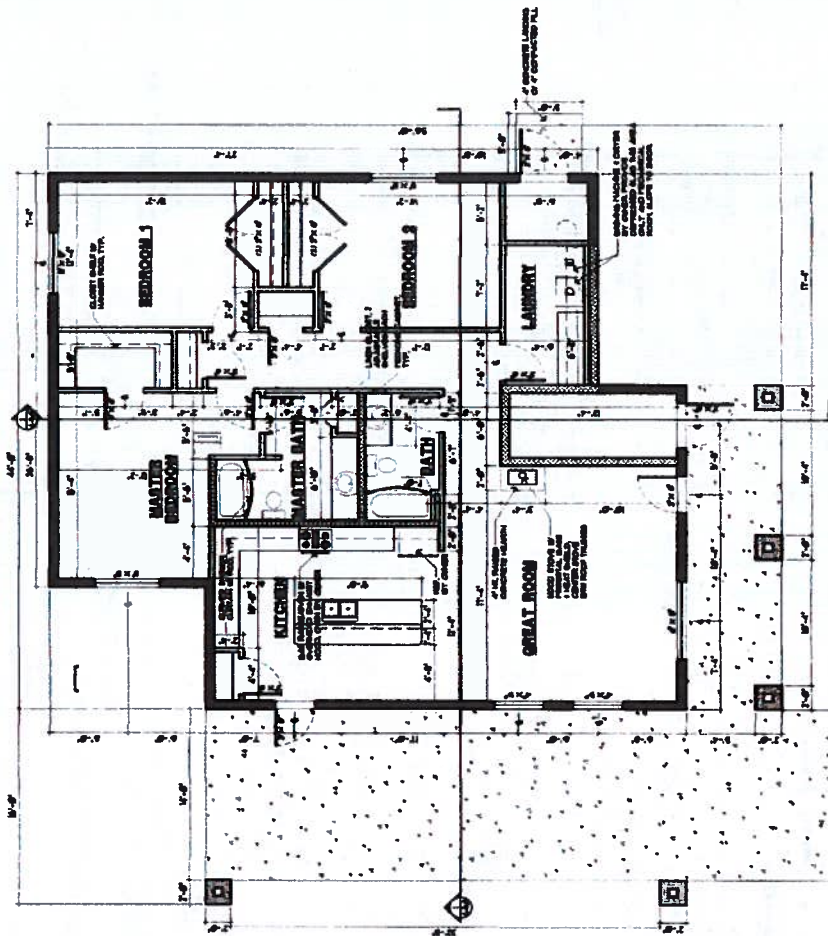
Photo of lots looking south along Box Canyon Road
Photo by Kevin Davidson

Floor Plan and Elevations of Five-Bedroom Home

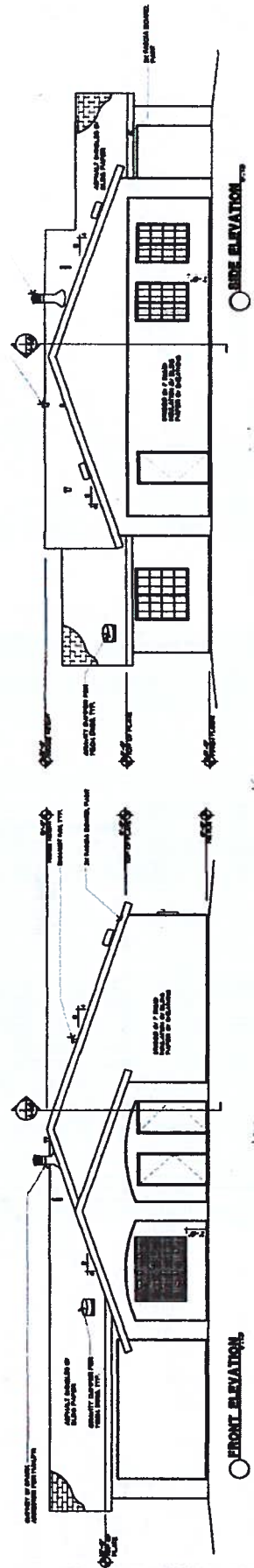


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Floor Plan and Elevations of Three-Bedroom Home

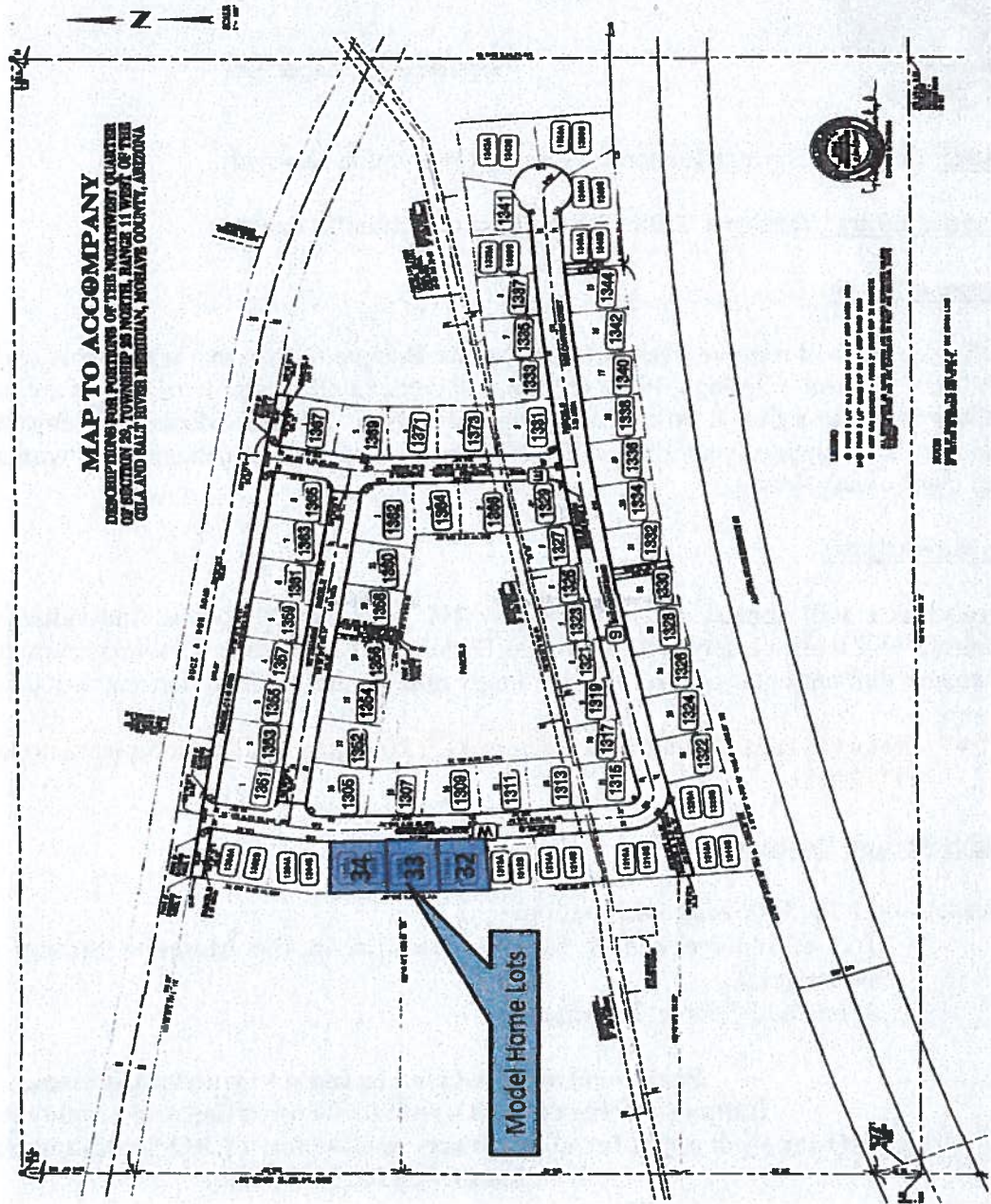


FLOOR PLAN

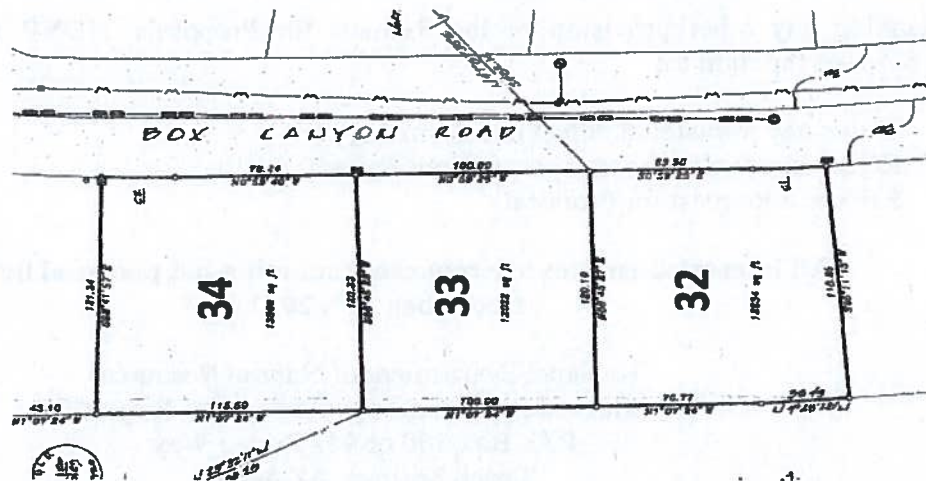


Location of Three Model Homes in Box Canyon Subdivision

Box Canyon Subdivision



Lot Detail





Request for Proposal

Title: Mesquite Springs Restoration Project (Mesquite removal).

Requested by: Hualapai Tribe, Department of Natural Resources

Scope of work:

Individual(s) will remove overgrown Mesquite Bosque to improve water flow and overall spring health of Mesquite Springs. Individual(s) will remove all mesquite trees that are not marked with yellow marking paint. It will be the responsibility of the individual(s) to remove trees by saw, hand tools, or chainsaw and haul away all removed trees and brush ensuring worksite is left clean and clear of any debris.

Specifications:

Project area will consist of approximately 100 yards by 200 yards. Individual(s) awarded the contract will work closely with Hualapai Department of Natural Resources, Range Specialist(s), to ensure that project is completed in a timely manner and without unnecessary delay.

- Project to start no later than January 11th, 2018 and shall be completed no later than March 31st, 2018

Bid Selection Process:

Please submit the following information:

- Bid to remove excess Mesquite Bosque in the Mesquite Springs area on the Hualapai Reservation.
- Name and Contact Information

Preference will be given to Indian owned businesses.

Indian preference shall apply for contracting and employment

1% TERO tax shall apply for all contracts as stated in TERO Ordinance (available at Tribal Employee Rights Office)

Notwithstanding any other provision of the Request for Proposals, HDNR and the Hualapai Tribe expressly reserves the right to:

1. Waive any immaterial defect or informality; or
2. Reject any or all proposals, or portions thereof; or
3. Reissue a Request for Proposal.

**All interested entities are requested submit a bid proposal by C.O.B.
December 15th, 2017 to:**

Hualapai Department of Natural Resources
Attn: Mesquite Springs Restoration Project
P.O. Box 300 or 947 Rodeo Way
Peach Springs, AZ 86434
Or by Fax to: 928-769-2309



Hualapai Juvenile Detention & Rehabilitation

Visitation Rules

- 1 All visitors must have a valid photo ID prior to visitation. Visitors without ID will **NOT** be allowed to visit.
- 2 Visitors must make an appointment one hour prior to visitation.
- 3 Approved visitors include; parents, legal guardians and grandparents. All other visitors must be approved by HJDRC Director, Designee, Probation Officer, Social Worker, etc.
- 4 Minors will **NOT** be allowed to visit.
- 5 Level 0-2 youth may have one 30 minute visit per week. Youth who are level 3-4 may have two 30 minute visitations per week. (Visitors who live more than 60 miles away can have visits extended. Extended visitations will depend on staffing and if the time permits.)
- 6 A maximum of **FOUR** people are allowed in the visitation room at a time
- 7 No outside food or drinks will be allowed during visits. Attempting to bring in any items will have your visit terminated immediately. Illegal items will result in Hualapai Tribal Police being called and possible criminal charges against visitor and youth.
- 8 Visitors must not be under any influence of drugs or alcohol. This will result in the denial of the visitation.
- 9 Visitors entering the facility will be subject to search for all types of contraband and/or weapons. Any visitor refusing to submit to a search will be denied entry to the facility.
- 10 Visitors may not accept nor give anything to the youth unless approved by a director.
- 11 Visitors must conduct themselves in an appropriate manner. Rude or unruly behavior may result in termination of visitation.
- 12 Officers reserve the right to terminate visitations.
- 13 Youth reserve the right to refuse visitations.


Hours of visitation:

Saturday & Sunday: 10:00 am – 11:30 am

3:00 pm- 4:00 pm

Exceptions can be made for visitors who work during the weekends.

23



Hualapai Tribal *Youth Council* **2018 Elections**

Nomination & Elections **Friday December 1, 2017** **1:00PM**

Health Education & Wellness Center
488 Hualapai Peach Springs, AZ

Inauguration Luncheon **Saturday December 16, 2017** **12:30PM**

Multipurpose Building
470 Hualapai Drive, Peach Springs, AZ

New Member Orientation **Friday December 22, 2017** **10:00AM**

Health Education & Wellness Center
488 Hualapai Peach Springs, AZ

Hualapai Tribal Youth ages 14-25 are eligible to run for any of the Youth Council offices. Election packets can be picked up at the front desk at the Health Education and Wellness Center, Youth Services Office. Candidates must also complete the self nomination and petition participate in all election activities.

The Hualapai Tribal Youth Council encourages all Hualapai youth to participate regardless of past negative behavior. As long as negative behavior discontinues once apart of the Youth Council. Participation in the Council can assist in being occupied with positive activities.

For more information contact: Hualapai Youth Services POB 397/488 Hualapai Way, Peach Springs, AZ
Phone: (928) 769-2207 Email: pete.imus@gmail.com

Rescheduled

*Community Christmas
Tree Lighting*

**December 4, 2017
6:00 pm
Rt. 66 Park**

**Join us as we open this festive season with
the Lighting of our Community Christmas tree.
We will have some caroling along with treats and
pictures with Santa. Come and join the fun!!**

**We would like to
invite the
departments to
sponsor to decorate
a tree at the park. If
you are interested
please call Elaina by
November 20th.**

Any questions call Elaina Talayumptewa at (928) 769-2274.



ARMS AROUND PEACH SPRINGS

FAMILY FUN DAY...

Celebrates the joy
of Christmas

SUNDAY DEC 10TH, 4:00- 6:00 PM

MULTI BUILDING

*Face painting



*Crafts



*Decorate a cookie

*HO HO HO

Gifts for children
2-14, Elders 55+



*Family pictures
2017

*Best of all tacos !



HOSTED BY LAKE HAVASU CALVARY CHURCH

GAMYU

Christmas Bazaar

December 14, 2017

At Multi-Bldg.

9:00am to 5:30pm

ALL VENDORS WELCOME

CONTACT:

Monique Mahong-Alvarez at 928-225-5328 or

FB Monique Mahong

Vendor Fees:

Hualapai Tribal Members	FREE
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Enrolled Native Americans	\$25.00
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NON-Native Indians	\$40.00
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Set-up at 8:30am. 1 Table per vendor.

Have a Merry Christmas!



Hualapai Tribal Youth Council Elder Reindeer Games

December 14 & 15, 2017 Peach Springs, Arizona

The Hualapai Tribal Youth Council welcomes all tribal elders in the state of Arizona to participate in our Elder Reindeer Games!

Reindeer Games

Ages 55 and older

Age Categories

Boomers 55-61
Masters 62-69
Golden Ager 70 and over



1st, 2nd and 3rd place medals for all age categories. Chair Volleyball Tournament winners will receive T-Shirts.

Trophies for volleyball tournament winners.

Registration Deadline

Friday December 1, 2017

No registration fee.



Event Contact & Registration

Hualapai Tribal Youth Council
POB 397/488 Hualapai Way
Peach Springs, AZ
Phone: (928) 769-2207
Email: pete.imus@gmail.com

Thursday 12/14 - Chair Volleyball Tournament Begins & Registration

4:00PM—Hualapai Tribal Gym
930 Rodeo Way, Peach Springs

Dinner on your own.
Concession stand will be available
during the games.

Friday 12/15

7:00AM—Registration & Games

Chair Volleyball Tournament Continues

Music Mountain School Campus
16500 E. HWY 66, Peach Springs, AZ

5:00PM—Dinner, Mr. & Mrs. Reindeer
Games Pageant & Awards Ceremony

Hualapai Tribal Gym
930 Rodeo Way, Peach Springs, AZ



Hotel Information

Hualapai Lodge 900 Route 66, Peach Springs,
AZ Phone: (928) 769-2230

Room reservations for the night of 12/4& 15 at
the rate of \$93.00 plus 10% tax can be made by
calling the Hualapai Lodge and requesting room
code, "1713Reinde."



NATIVE AMERICAN FISH AND WILDLIFE SOCIETY SOUTHWEST REGION

Now Accepting Applications for the:

21st Annual Natural Resources Youth Practicum



**Location: Rio Mora National Wildlife
Refuge
Waltrous, New Mexico**

Dates: June 18-22, 2018

**Do you want to know what Natural Resource
Management is about?**

Come join us as we provide a "hands-on" learning experience in the field of natural resource management with combined classroom and field sessions that enables you to become involved in all aspects of natural resource management & conservation.



**The NAFWS Natural Resource Youth Practicum is open to all incoming
10th through 12th graders
(No cost to Participating Students)**

For Further Information Contact:

Norman Jojola - (505) 753-1451 or (505) 927-3494 (cell) norman.jojola@bia.gov

or

Jeanne Lubbering - (505) 259-4189 (leave a message) petlubl@higher-speed.net

Submitted by: Kevin Davidson | Hualapai Planning Department

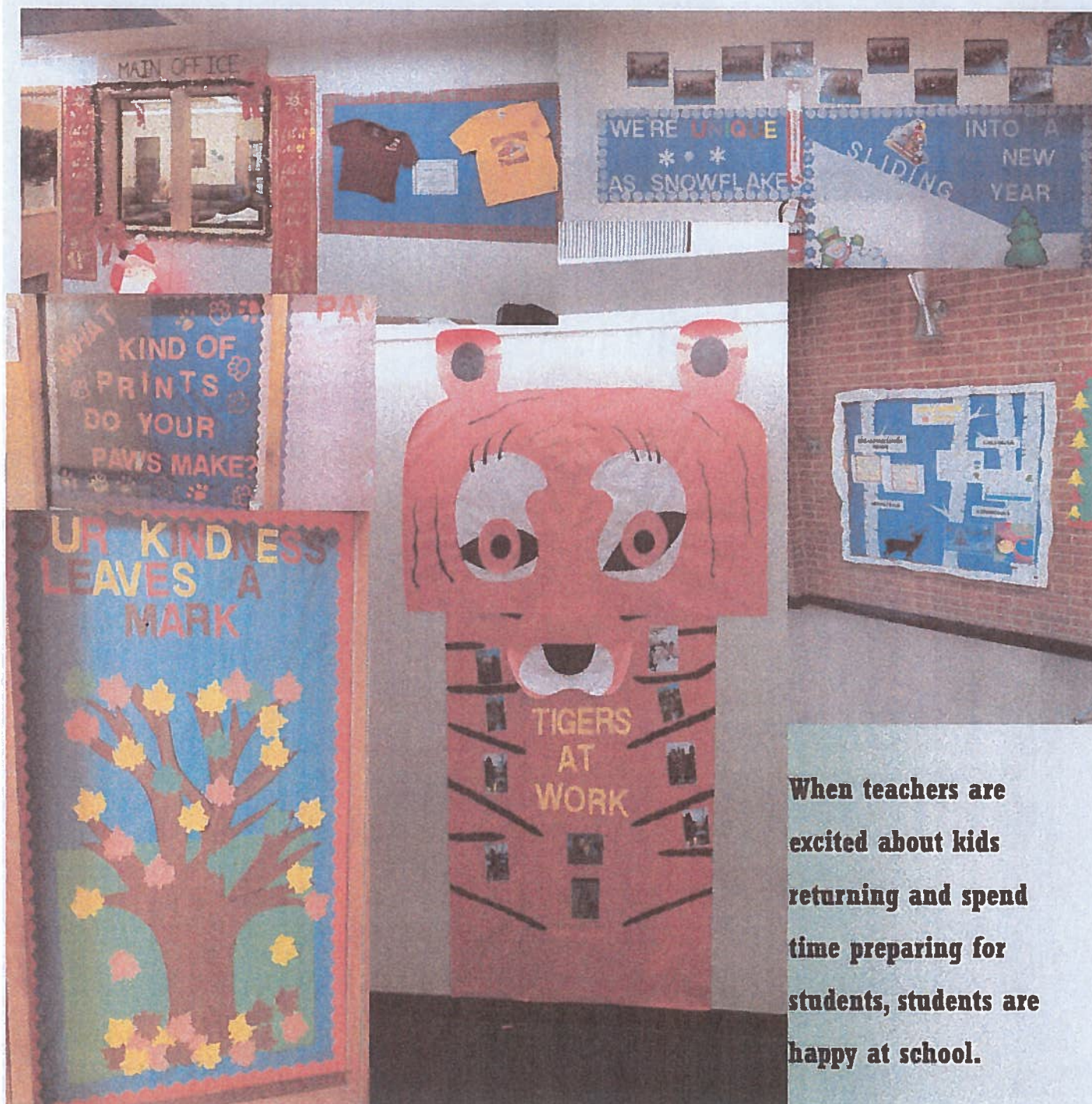


GAMYU #24



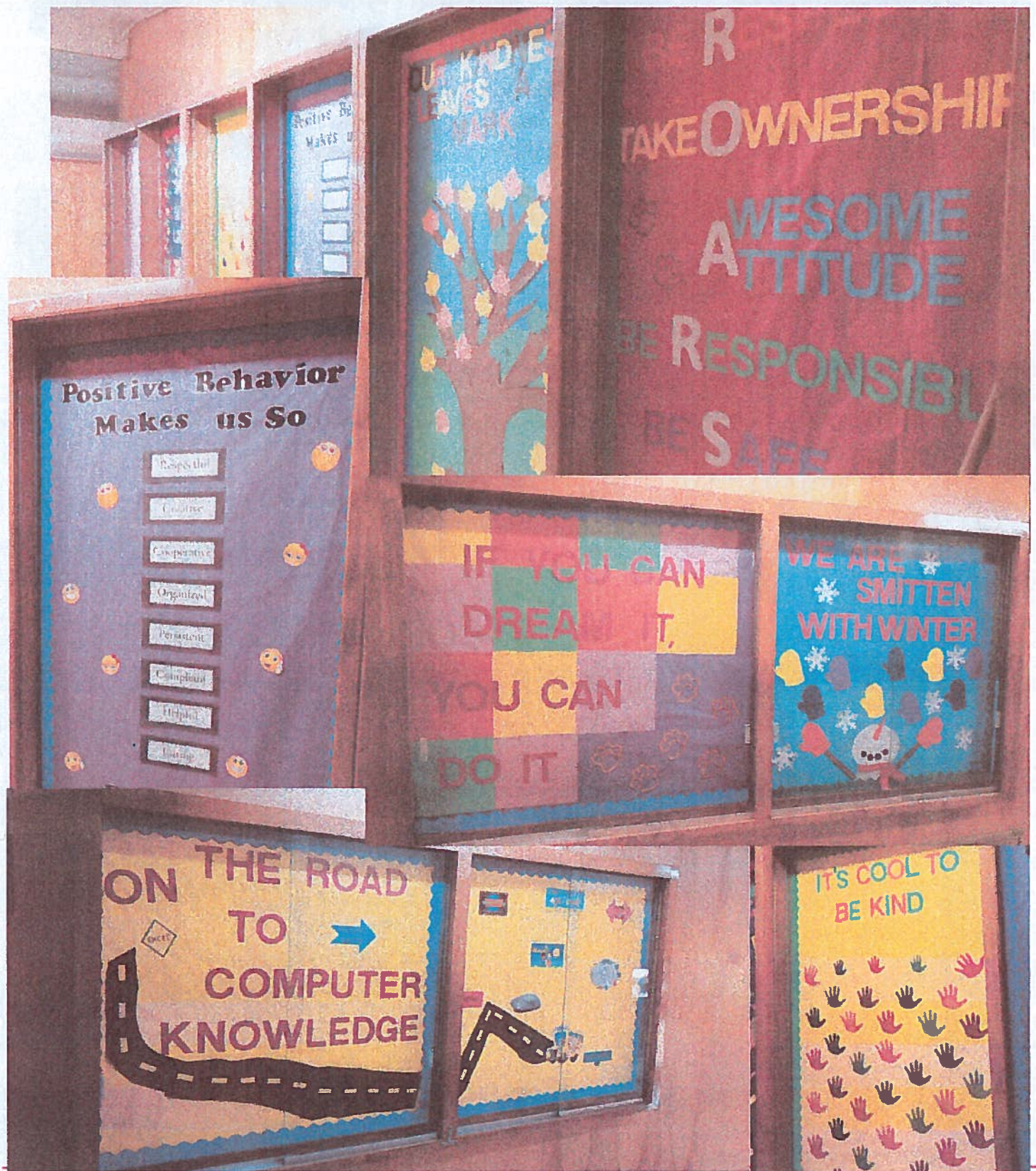
Teachers worked over the Thanksgiving Break to prepare positive environment for students

Ten teachers worked over the Thanksgiving Break to prepare an engaging school environment for students. Below are a few bulletins that were prepared by teachers for students when they returned from Thanksgiving Break.



When teachers are excited about kids returning and spend time preparing for students, students are happy at school.

Bulletins





Upcoming Events

- Nov. 27– Newsletters sent home
- Dec. 1 and 2—Kagan PD for teachers
- Dec. 11-14 Galileo and DIBELS student testing for K– 8 grades
- Dec. 19th Winter Program

Please join us for Winter Program on December 19, 2017 at 1:30 pm where students will be singing and performing for the community.

- Dec. 20th Report cards go home
- Dec. 25– Jan. 4 Winter Break

Thank you for your support of PSUSD

Feedback &
suggestions:
Please contact
Jaime Cole,
769-9034
PSUSD
Superintendent



December 2017

PSUSD Roars: Be **Respectful**, Take **Ownership**,
Awesome **Attitude**, Be **Responsible**, and Be **Safe**



Sun	Mon	Tue	Wed	Thu	Fri	Sat
-----	-----	-----	-----	-----	-----	-----

3. Dec. 1-2
Kagan PD for
teachers on site
Friday & Sat.

4 Tree Lighting
ceremony 6 pm



5 DIBELS
mid-year
testing
6 Galileo

6 Check out
PSUSD monthly
Calendar &
newsletter

7 Listen to more
school updates
on Live at Five
KWLP Peach

8 check out
events at culture
and boys and
girls club

9

10
Mid YEAR
TESTING

11

12

13

14

15 Testing

16 Invite your
family to attend
Dec. 19 winter
program

Assessments—Attendance is critical
DIBELS and GALILEO TESTING K-8 GRADES

17 House
Decorating
contest Dec. 18

18 Light Parade
6:30 pm



19 1:30 Winter
program all
welcome to
attend

20 Community
Dinner 5:30
Tribal gym

21 Class
Celebrations from
2-4 pm
First day of winter

22 report cards
will go home
Thursday

23 Happy
Holidays and
enjoy your
friends & family

25

26

27

28

29

30 Students
return to school
January 8, 2015

WINTER BREAK



Peach Springs School Breakfast Menu for December 2017

MON 4	TUE 5	WED 6	THU 7
cold cereal banana cheese stick juice milk	breakfast burrito juice milk	pop tart yogurt fruit cup milk	pancake sausage- hash brown patty fruit milk
MON 11	TUE 12	WED 13	THU 14
granola bar yogurt fruit cup milk	pancake sausage hash brown patty fruit cup milk	breakfast burrito juice milk	banana muffin cheese stick juice milk
MON 18	TUE 19	WED 20	THU 21
banana muffin cheese stick juice milk	breakfast pizza juice milk	cold cereal banana cheese stick juice milk	waffles cereal sausage patty juice milk
MON 25	TUE 26	WED 27	THU 28

Winter Break
no school
Happy Holidays
Dec. 25-
Jan. 4, 2017

winter break

winter break

Peach Springs School Lunch Menu for December 2017

MON 4	TUES 5	WED 6	THU 7
BB Jelly sandwich celery sticks milk	chicken nuggets french fries veggies milk	corn dog green beans salad milk	pizza salad fruit milk
MON 11	TUES 12	WED 13	THU 14
chili con carne w/bean corn bread muffin salad sliced pear milk	taco salad beans salsa milk	italian pasta bake corn garlic toast fruit milk	ham & cheese- sandwich with soup carrots fruit milk
MON 18	TUES 19	WED 20	THU 21
mac and cheese w/turkey franks wheat bread fruit cup milk	pizza salad fruit milk	chili con carne w/ beans corn bread muffin salad fruit milk	turkey potatoes wheat bread green peas milk
MON 25	TUES 26	WED 27	THU 28

Winter
Break
Dec. 25-
Jan. 4, 2018

winter break

"This institution is an equal opportunity provider."

"This institution is an equal opportunity provider."



Vol. 3, No. 4

EAGLE EYES



November 29, 2017

Indian Education Committee

We are down to just the last couple of survey forms remaining to be turned in. Thank to everyone who has completed them and turned them in.

Our annual Indian Education Committee Meeting will be held on Wednesday, December 6th, beginning at 5:30 pm. Refreshments will be served. This is an opportunity for you to communicate any questions, concerns, and suggestions you have about your students' education here at Valentine Elementary. At the meeting, a family member will be chosen to represent the Committee at the December and January school board meetings. Everyone is welcome to attend.



Elks Hoop Shoot

Congratulations to our school winners!

Dahlia Parker	8-9 years	Riley Shongo
Gabrialia Whatoname	10-11 years	Kellen Sinyella
Harmony Brown	12-13 years	Avery Sumatzkuku

They will be representing our school at the Kingman Hoop Shoot on December 2, at Kingman Academy High School at 9:00 am.



BOYS & GIRLS
CLUB

The Boys and Girls Club of Peach Springs will be providing lunch for our students and staff on Thursday, December 7.

SPELLING BEE

Our school spelling bee will be held on Monday, December 18th, beginning at 9:00 am in the gymnasium. Our winner will have a month to practice before the Mohave County Spelling Bee on January 19, 2018.



HOW CAN I HELP MY STUDENT?

- Join us for the Indian Education Meeting – Join us on December 6 at 5:30 pm for the Indian Education Meeting. Share your thoughts, questions, and ideas about how we can work together to create the best learning experiences for your students.
- Attend the Holiday Program – Students have been working really hard to prepare for this year's program. They would appreciate an audience.
- Plan ahead for Winter Break – Seventeen (17) days is a long time away from school. Plan time for students to be reading with you over the break.

Food Program Update

We have been pursuing different options regarding the development of a nutrition program at the school. Our district is applying to join ASPIN, a school food purchasing consortium, so that we can provide a food program for our students. If all goes according to plan, we hope to be able to offer a breakfast program beginning in January, with a lunch program scheduled to follow the following semester.

In order for this to be successful, we will need to collect an additional form from each household (sorry). Those forms will go out early next month. It will be critical that they are completed and returned before the end of December.

AZ TAX CREDIT

Valentine Elementary can accept donations in any amount. The dollar-for-dollar credit can be taken on an Arizona tax return up to certain limits, while any amount donated can be taken as a charitable contribution deduction.



DECEMBER 2017

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
3	4 <u>DUE TODAY</u> School Picture Orders	5	6 Indian Education Meeting 5:30 p.m.	7 Boys & Girls Club Lunch	8	9 Actor Kirk Douglas turns 100!
10	11	12 School Board Meeting 4:30 p.m.	13	14	15 Bill of Rights ratified, 1791	16
17	18 Spelling Bee 9:00 a.m.	19	20	21 Early Out Noon Holiday Program 6:00 p.m.	22	23
24	25 Christmas	26	27	28	29	30
31	WINTER BREAK - SCHOOL RESUMES JANUARY 8 TH					

VALENTINE ELEMENTARY SCHOOL
 12491 N. BYERS ST / HC 35 BOX 50
 TRUXTON, AZ 86434
PHONE 928-769-2310 / FAX 928-769-2389
WWW.VALENTINEAZ.NET

HEALTH & SAFETY INFORMATION

Hualapai Tribal Wellness Court• Information Brochure

Submitted by: Michael J. Whatoname | Hualapai Wellness Court

Hualapai Tribal



Wellness Court

Information Message:

The Hualapai Tribal Adult Wellness Court is designed to provide alternatives to individuals abusing drugs and alcohol throughout the Hualapai community. Off the reservation, American adversarial justice systems use the harshest penalties for drug and/or alcohol offenders. Wellness Court takes a holistic approach that promotes the wellbeing of individuals. Instead of focusing on tough penalties the focus of Wellness Court is on identifying services and programs individuals can use to cultivate the skills to create a sober life. The overall effect will create a betterment of themselves and the Hualapai community.

Our Mission:

To provide healthy alternatives to develop and establish sober living through Wellness Court by utilizing cultural, therapeutic, and educational services provided by the Hualapai Tribe.

Our Vision:

Through Wellness Court eligible individuals of the community will have the knowledge and skills on how to live healthy and sober lives without relying on addiction.

Our Goal:

To reduce recidivism and increase the value of sobriety through the four (4) Phases of the Treatment Plan.

Wellness Court Eligibility

The changes are indirectly and/or directly related to alcohol and/or drug use.

Defendant is willing to pay fines and accept sanctions if imposed.

The defendant is eligible and available for treatment for substance use disorder.

The defendant has no other warrants and/or detainers from other jurisdictions.

The defendant is not a violent offender. A violent offender is defined as;

Is currently charged with or convicted of an offense during the course of which:

The person carried possessed or used a firearm or other dangerous weapon or:

There occurred the use of force against the person of another; or

There occurred the death of, or serious bodily injury, to any person; without regard to whether proof of any elements described herein is required

to convict; or

Has previously been convicted of a felony crime of violence involving the use or attempted use of force against a person with the intent to cause death or serious bodily harm.

The defendant has not been convicted of a sex offense within the past five years.

Any individuals not eligible for Wellness Court will have to continue through the established process of adjudication through the Hualapai Tribal Court.

For more information, please visit the Wellness Court staff. You can reach us at 928-769-1595 or the Wellness Court Probation Offices at 928-769-1387.

Our offices are located next to the Hualapai Tribal Court.

If you have questions regarding the referral process, please contact your Defense Counsel or Prosecution. They can also contact us for information.

Entrance into Wellness Court

Participants are referred into Wellness Court. This can happen through a motion entered in by the Tribal Prosecutor, Tribal Public Defender, Pro se (own behalf), Advocate, pre-trial agreements, and/or as a post-trial sentence. Legal determination is made through a combination of factors with input from Tribal Prosecution, the presiding Judge, and available defense.

If Wellness Court is referred and accepted by all involved parties, individuals will be required to abide by all required Phases of Wellness Court. A total of four (4) Phases make-up the Wellness Court Program and require a 12 to 18-month commitment from the individual.

Winter Wellness Presentation Dates • First Presentation: Monday, December 4th

Submitted by: Jessica Powskey | Hualapai Substance Abuse

Hualapai Substance Abuse and Prevention Program



Winter Wellness Presentations

December 04, 2017

December 11, 2017

December 18, 2017

December 27, 2017

6:00 pm to 8:00 pm

What is Christmas? How does it relate to culture and tradition?

How do we practice similar beliefs in Native communities

What is the strength of culture and tradition

Why do we practice culture and tradition

Activities will be family oriented- Christmas activities

All are welcomed to participate

**If you have questions about the presentation, contact Jessica Powskey at
(928) 769-2207 in the Substance Abuse Prevention office.**

8 TIPS FOR *Healthy Holidays*

- 1. Pick Your Poison**
- 2. Plan Ahead**
- 3. Don't Skip Meals**
- 4. Step Up Your Workout**
- 5. Keep Junk Out of Sight**
- 6. Substitute Healthy Foods**
- 7. Celebrate Without Food**
- 8. Don't Overstress It**

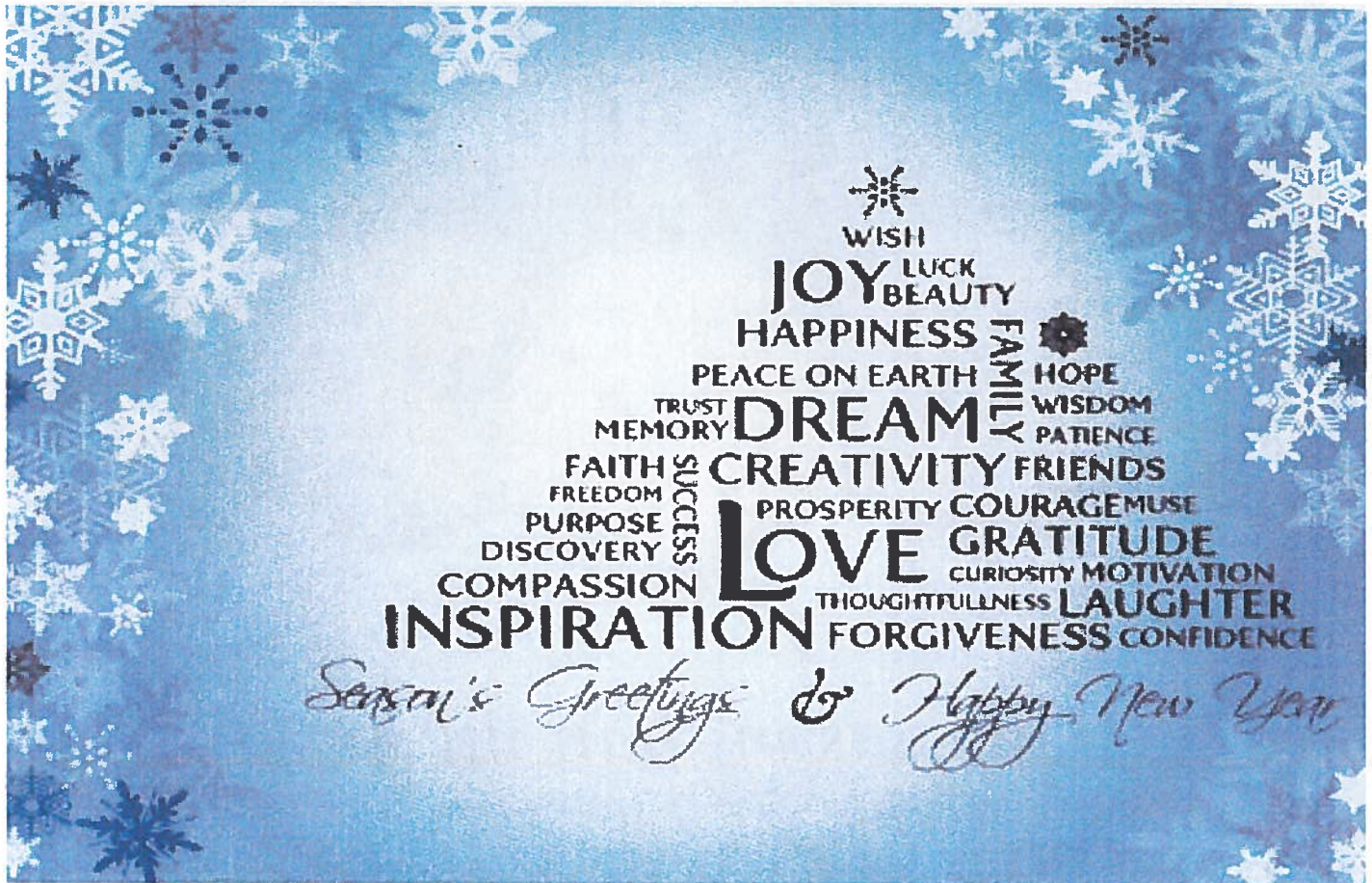


Feel Great in 8

**Good Health and Wellness in Indian Country
Hualapai Health Education and Wellness Center
(928) 769-2207**

Season's Greetings & Happy New Year

Submitted by: Vondell Bender, GHWIC Educator | Hualapai Health, Education & Wellness



Good Health and Wellness in Indian Country
Hualapai Health Education and Wellness Center
(928) 769-2207

The Road to Recovery - Monday Nights

Submitted by: Keely Sage



**CELEBRATE
RECOVERY**

THE ROAD TO RECOVERY

CR is based on life principles passed down from our higher power
as spoken in the **Beatitudes- Matthew 5: 3-19**

RECOVERING:

It's not only about addictions, it's about life choices.

- Resolving anger Issues.
- Restoring relationships with family and friends.
- Releasing co-dependent relationships.
- Reaching for the Truth.
- Rediscovering your walk with Jesus.

These are only some of the reasons to attend a

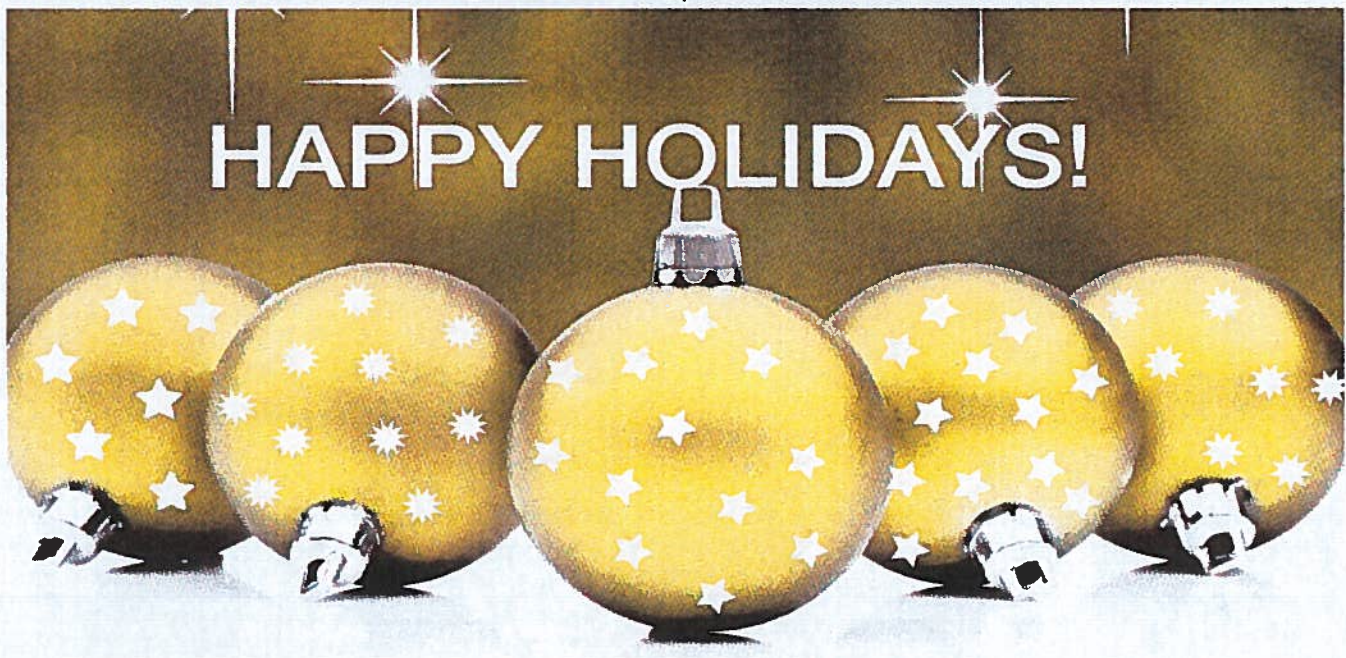
Celebrate Recovery Meeting.

Everyone is welcomed with open arms and minds. We are here to support one another, not fix another.

HOPE

Springs from within.

MONDAY NIGHTS 6:00 O'CLOCK HEW



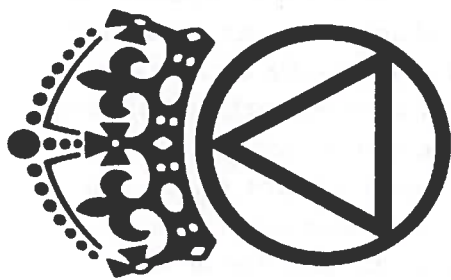
Gi gismas mi han mi yu ja!

From Hualapai SAP

This season, we wish you love and happiness to be here among your family- we wish you strength to overcome the negative and empower you to believe in yourself.

Let's have a wonderful holiday season and bring in the New Year with good thoughts, family and memories for the coming year...

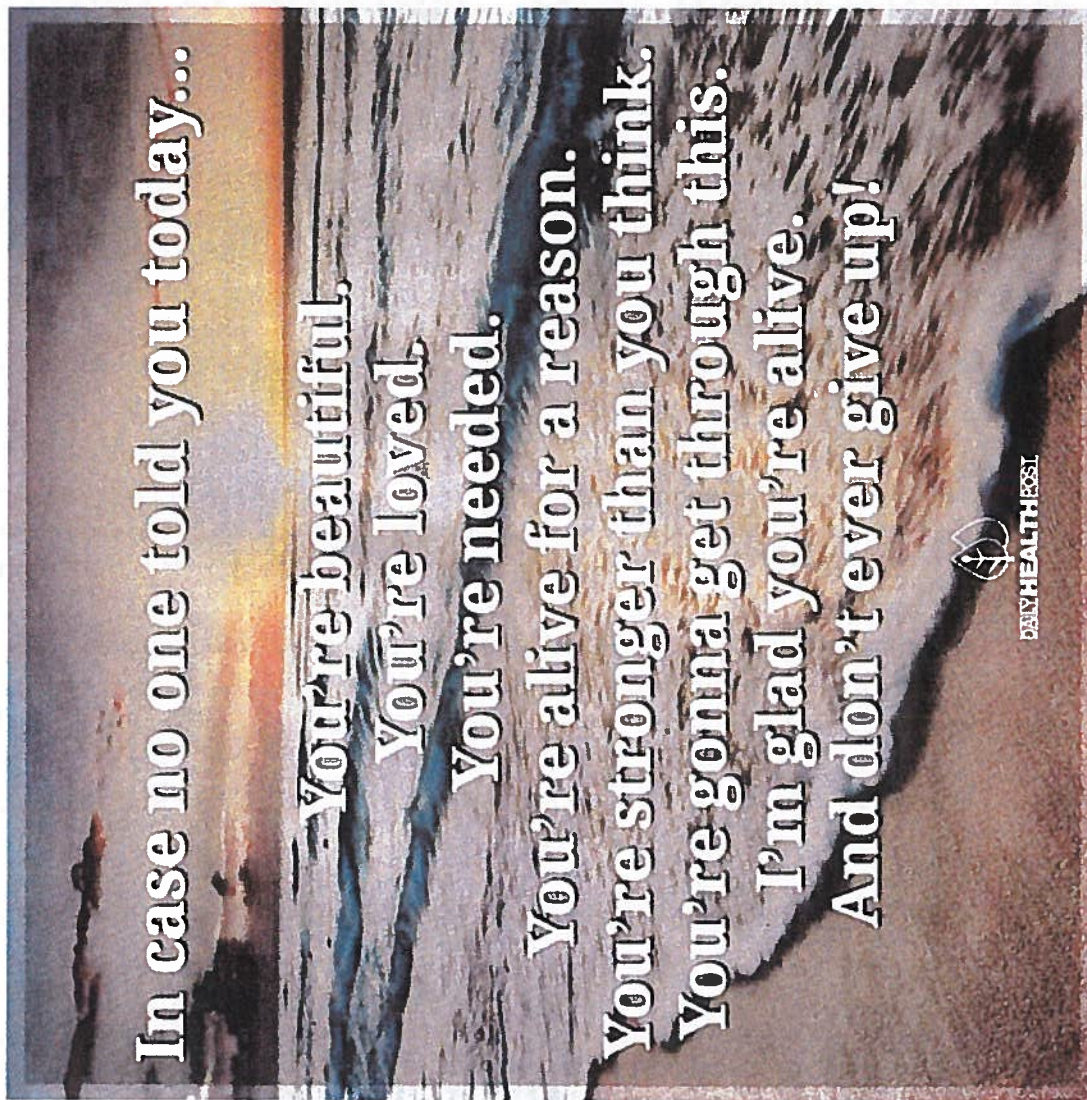
To all our Hualapai people near and far- be safe & happy holidays-



**KEEP
CALM
AND
STAY
SOBER**

Hualapai Substance Abuse & Prevention
Hualapai Health Education and Wellness Center
(928) 769-2207

Hualapai Substance Abuse and Prevention
Hualapai Health Education and Wellness



Inspiration Quote & Keep Calm and Stay Sober
Submitted by: Jessica Powskey | Hualapai Substance Abuse

Call (928) 769-2207 or visit us on Facebook at Hualapai SAP

COMMUNITY MESSAGES

Hualapai Tribal Members:

By Amanda Abbie

Thankfully, we are being allowed to decide the blood quantum of our tribe as well as for future generations. I am writing this letter as my own opinion and would hope to sway those of you who are "on the fence" about your own vote and voice.

In my opinion, I would suggest **OPTION #3 LINEAL DESCENT**. Why?

- It provides opportunities for our future generations to be **recognized** as Tribal members. Think into the future, not just for the present.
- It **recognizes** generations of FAMILY history (parents, grandparents, great grandparents, great-great grandparents also known as our ancestry). Why would we want to exclude a person who has a Tribally enrolled parent, Tribally enrolled grandparent and Tribally enrolled great grandparent? Think about the family ancestry, think about Tribal ancestry - not about any specific individual.
- Many of the non-enrolled people have strong Family ties to the community, have family members in the community (aunties, uncles, cousins, grandparents). Now they are excluded because they do not meet the blood quantum and yet come from generations of Hualapai members. Does that make sense?
- Because as Indian people, we **INCLUDE** family members, it is not our tradition to exclude members. That is a white mentality, Hualapai people think differently. Separation is a divide and conquer tactic...it is not our tradition.
- The more tribal members the Hualapai Tribe has, the more federal funds we may be eligible to receive to help our Tribe. With that...
 - We increase our opportunities for federal contracts and grants
 - We increase our competitive edge with federal money with a larger population
 - We can financially maintain and support Senior Programs, Domestic Violence, Child abuse, Substance Abuse, Native language opportunities...
 - We increase our opportunities dealing with larger tribes within our state and across the nation...we put ourselves "at the table" with a voice.
 - We protect our Tribal Sovereignty

In the end, I am not asking you to vote for someone who has no ties to the Hualapai Tribe, that doesn't make sense. Lineal Descent as described by Dictionarylaw.com explains these words as "**a person who is in direct line to an ancestor, such as child, grandchild, great grandchild and on**". In fact, I'm asking you to accept that we can be mixed and yet still be a HUALAPAI tribal member, thankfully, because our **ANCESTORS** were Hualapai allowing us to be Hualapai. I am also asking that we accept family members who have generations of ties to the Hualapai Tribe. As we increase with our own people, we become stronger, we give ourselves more opportunities to safeguard and protect our traditions, culture and homeland. If we remain in the same situation, we throw away those chances, we minimize our opportunities and risk hurting the Hualapai Nation as a whole. Pray and ask for guidance on an answer that is fair to all Tribal members, because this does not just affect one person, this affects the present and future Hualapai Nation.



OPTION #3 LINEAL DESCENT.

To the community of Peach Springs,

As you all know this loss hit us all of a sudden; the paternal side of Tyrone A. Fielding would like to thank each and every one that helped send him on his journey; Tyrone was the grandson of Peggy A. Crozier, the son of the late Danny "Giz" Lee, beloved nephew of Lana Lee, Waylon Honga, (Late) Falcon Honga, and (Late) Monza Honga. Tyrone leaves behind numerous cousins who loved him and will miss him very much.

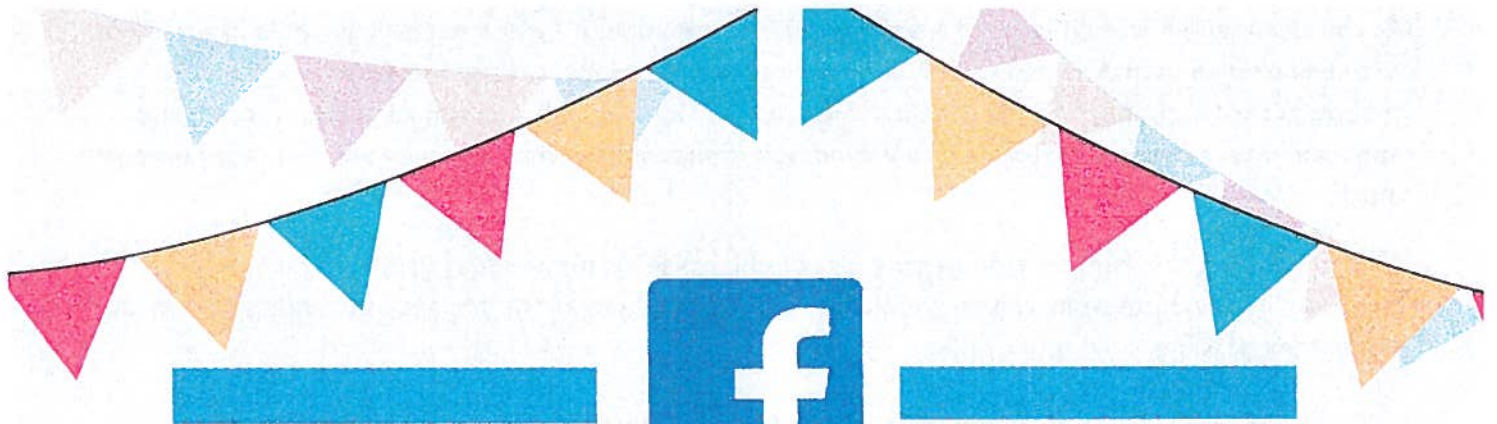
Tyrone was a lovable kind hearted person; his passing has left a tremendous void in our hearts, his laughter, his infectious smile will be greatly missed. Thank you to all the singers and dancers who made his journey possible.

"Tyrone as you left this earth you leave behind a lot of precious memories I will hold close in my heart, as a piece of me went with you I will await the day until we meet again" Soar high my handsome nephew, you earned your wings.

With all my love,

Auntie Lana





Like us on Facebook



and be entered to



WIN a PRIZE



- Find ITCA WIC on Facebook
- Follow and like our page
- Leave a comment on our wall
- A winner will be selected from the comments on **December 18th**



Prize
\$20 Gift Card



Prize will be picked up at your nearest ITCA WIC Clinic - You will be notified via facebook if you are the selected winner

You cannot win unless you follow and like the page

WIC employees not eligible

Winter Wonderland

EVENTS:

Monday, December 4, 2017

Tree Lighting Ceremony

6:00 pm

Rt. 66 Park

Monday, December 18, 2017

Christmas Light Parade

6:30 pm

Tuesday, December 19, 2017

Peach Springs School Winter Program @ 1:30 pm

Ornament making, Cookies & Cocoa @ 6:00 pm

Tribal Gym

Wednesday, December 20, 2017

Community Christmas Dinner

5:30 pm

Tribal Gym

November 30 – December 15, 2017

Department Decorating Contest

Judging on December 18th

November 30 – December 15, 2017

House Decorating Contest

Judging on December 18th

December 01 – 14, 2017

Outdoor Christmas Tree Contest

Judging on December 15th

WATCH FOR FLIERS WITH MORE INFORMATION!!!

*Christmas Dinner
December 20th at 5:30 p.m.
Tribal Gym
followed by a Christmas Talent Show*

Please note that fliers will be forthcoming on other events.



A big Thank you to GCRC & Elaina T for transporting precious cargo home for the holiday.... You're appreciated in every way and we are thankful for the GCRC driver for transporting students - It was a wonderful holiday and we wanted to give a big shout out to you for taking time out of your holiday to travel.

Han kyu! Jessica P & Beaux H

**PLEASE SUBMIT YOUR
GAMYU ARTICLES BY THE
DEADLINE BELOW TO AVOID
ANY INCONVENIENCE WITH
THE PRINT TIME.**

**ARTICLE DEADLINE:
FRIDAY, DECEMBER 8TH
BY 5:00PM**

**NEXT PUBLICATION:
FRIDAY, DECEMBER 15TH**

**WARNING:
DUE DATES
ARE CLOSER
THAN THEY
APPEAR**