



The Navajo Nation **DR. BUU NYGREN** **PRESIDENT**
Yideeskáadi Nitsáhákees **RICHELLE MONTTOYA** **VICE PRESIDENT**

November 3, 2023

Honorable Crystalyne Curley
Speaker
Navajo Nation Council
Post Office Box 3390
Window Rock, AZ 86515

RE: CO-82-23 An Action Relating to the Health, Education, and Human Services Committee, the Budget and Finance Committee, the Naabik'íyáti' Committee, and the Navajo Nation Council; Approving \$2,130,804 from the Síhasin Fund for Coyote Canyon Rehabilitation Center, Inc. for a New Modular Building and Infrastructure; Approving the Related Expenditure Plan

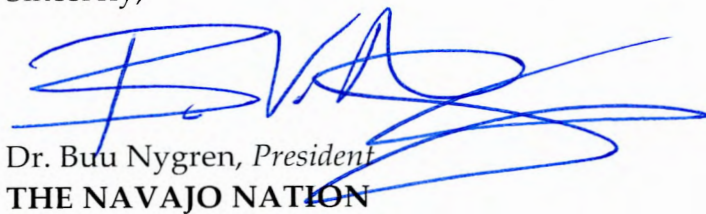
Dear Members of the 25th Navajo Nation Council,

I am pleased to sign into law Resolution CO-82-23 which provides Síhasin funding to the Coyote Canyon Rehabilitation Center, Inc. The Rehabilitation Center is closed as its building has been shut down and this funding will allow the Rehabilitation Center to purchase a new modular building and install utilities and ultimately to reopen.

The Division of Social Services reports that this funding will be well spent. One of the Division's Departments, the Department of Family Services, sub-contracts with the Rehabilitation Center for patient care and rehabilitation services for individuals with disabilities. Being in Coyote Canyon allows for these services to be closer to one of our most vulnerable populations.

I look forward to the reopening of the Coyote Canyon Rehabilitation Center.

Sincerely,



Dr. Buu Nygren, President
THE NAVAJO NATION

RESOLUTION OF THE
 NAVAJO NATION COUNCIL
 25th NAVAJO NATION COUNCIL - FIRST YEAR, 2023

AN ACTION

RELATING TO THE HEALTH, EDUCATION, AND HUMAN SERVICES COMMITTEE, THE BUDGET AND FINANCE COMMITTEE, THE NAABIK'ÍYÁTI' COMMITTEE, AND THE NAVAJO NATION COUNCIL; APPROVING \$2,130,804 FROM THE SÍHASIN FUND FOR COYOTE CANYON REHABILITATION CENTER, INC. FOR A NEW MODULAR BUILDING AND INFRASTRUCTURE; APPROVING THE RELATED EXPENDITURE PLAN

BE IT ENACTED:

SECTION ONE. AUTHORITY

- A. The Health, Education, and Human Services Committee is a standing committee of the Navajo Nation Council with authority over education matters, including colleges and universities within the Navajo Nation. 2 N.N.C. § 400(C)(1), 2 N.N.C. § 401(C)(4).
- B. The Health, Education, and Human Services Committee also has authority to recommend to the Navajo Nation Council resolutions related to education. 2 N.N.C. § 401(B)(6)(a).
- C. The Budget and Finance Committee is a standing committee of the Navajo Nation Council with the responsibility to "review and recommend to the Navajo Nation Council the budgeting, appropriation, investment and management of all funds." 2 N.N.C. § 301(B)(2).
- D. The Naabik'íyáti' Committee is a standing committee of the Navajo Nation Council that considers all proposed final actions by the Navajo Nation Council. 2 N.N.C. § 164(A)(9).
- E. The Navajo Nation Council is the governing body of the Navajo Nation. 2 N.N.C. § 102(A). As such, the Council may approve appropriations from the Navajo Nation's Síhasin Fund.
- F. 12 N.N.C. § 2502, as amended by CJA-03-18, states the purpose of the Navajo Nation Síhasin Fund ("Síhasin Fund") as follows:

§ 2502 Purpose

- A. The purposes of this Fund are to provide financial support and/or financing for:
 - 1. The planning and development of economic development and regional infrastructure supporting economic

development and community development, including such infrastructure as, but not limited to, housing, commercial and government buildings, waterline, solid waste management development, powerline Projects, and transportation and communication systems, within the Navajo Nation; and

2. Education opportunities for members of the Navajo Nation.
- B. For the Purpose in § 2502(A)(1), Fund expenditures for infrastructure shall not be limited by 12 N.N.C. § 1310(F) or TCDCJY-77-99.
 - C. Leveraging the Fund by way of guaranteeing loans, match funding, direct funding in part, and other weighted uses of the Fund, including loan financing from the Fund, for the purposes in § 2502(A)(1), shall be favored over direct funding in whole.
 - G. The Síhasin Fund provides that "Fund Principal" shall consist of all deposits made to the Síhasin Fund and that "Fund Income" shall consist of all earnings (interest, dividends, etc.) generated and realized by the Fund Principal, and that Síhasin Fund Income shall be deposited in, and added to, the Fund Principal until such time as a Fund Expenditure Plan is duly approved. 12 N.N.C. § 2504 and § 2505(C).
 - H. The Síhasin Fund also provides that "Fund Principal and Income shall not be expended except pursuant to a Fund Expenditure Plan consistent with the purposes set forth in § 2502 of this Chapter and adopted by a two-thirds (2/3) vote of all members of the Navajo Nation Council." 12 N.N.C. § 2505(A).

SECTION TWO. FINDINGS

- A. The Coyote Canyon Rehabilitation Center, Inc. ("CCRC") located in Brimhall, New Mexico, operates under a Memorandum of Agreement with the Navajo Division of Social Services - Department of Family Services, to provide patient care and rehabilitation services for disabled persons. EXHIBIT A. CCRC operates under a Lease with the Navajo Nation. EXHIBIT B.
- B. CCRC is requesting \$2,130,804 from the Síhasin Fund to purchase a new modular office building, to pay for underground utilities upgrades, and the construction of a new parking lot for the building. EXHIBIT A.
- C. On May 17, 2023, CCRC's administrative facility was condemned and closed by order of the Navajo Nation OSHA. EXHIBIT C.

- D. A detailed description and cost estimate for the Project was provided by Modular Solutions, Ltd. out of Phoenix, Arizona. **EXHIBIT D.** Navajo Engineering and Construction Authority ("NECA") has also provided a detailed cost estimate for the underground utilities upgrades and construction of the new parking lot. **EXHIBIT D.** The cost for the modular building and for NECA's work is estimated to be \$1,852,873.03 and CCRC is requesting an additional 15 percent for contingencies, which amount is \$277,930.95. The amount requested totals \$2,130,804.
- E. Providing the requested Síhasin funds meets the criteria for expenditures under the Síhasin statute because the proposed Project falls under "community development" and "infrastructure."
- F. Providing the requested Síhasin funds will allow CCRC to resume operating in a new administrative building, to continue providing services to disabled Navajo individuals.
- G. The Navajo Nation therefore finds the approval of the requested Síhasin funds to be in the best interests of the Navajo Nation and the Navajo People.

SECTION THREE. APPROVING \$2,130,804 FROM THE SÍHASIN FUND FOR COYOTE CANYON REHABILITATION CENTER, INC. FOR A NEW MODULAR BUILDING AND INFRASTRUCTURE; APPROVING THE RELATED EXPENDITURE PLAN

- A. Pursuant to 12 N.N.C. § 2505(A), the Navajo Nation hereby approves \$2,130,804 from the Síhasin Fund to CCRC for the purchase of a new modular building and related infrastructure, as explained in the attached **EXHIBITS A and D.** The Navajo Nation hereby approves the related Expenditure Plan as set forth in **EXHIBIT D.**
- B. The Navajo Nation Controller shall determine whether the source of the Síhasin funds approved herein will be from Fund Principal or Fund Income or a combination of both.
- C. The Síhasin funds allocated for the Expenditure Plan approved herein may be further leveraged by bond or loan financing pursuant to the Navajo Nation Bond Financing Act, at 12 N.N.C. §1300 et seq., as amended, using Síhasin Fund earnings for repayment and financing costs upon the recommendation of the Budget and Finance Committee and approval by a two-thirds (2/3) vote of all members of the Navajo Nation Council.
- D. The Síhasin funds shall be made available to the Navajo Division of Social Services ("DSS"), within 30 business days of the effective date of this Action. The funds will thereafter be made available for CCRC's use on a drawdown basis. Upon

first receipt of any amount of the funds approved herein, CCRC shall promptly implement the Expenditure Plan in EXHIBIT D.

- E. Disbursement of the Síhasin funds to CCRC shall be governed by an appropriate grant agreement, memorandum of agreement, or other legal document executed by CCRC and the Navajo Nation. Said agreement shall be binding upon the parties, shall be approved by the Controller and the Department of Justice, and shall establish a Project schedule, payment or drawdown plan, fund management plan, or other relevant procedures governing the Project.
- F. DSS shall have administrative oversight authority over the expenditure of the approved Síhasin funds, and shall monitor CCRC's implementation of the approved Expenditure Plan.
- G. The approved Síhasin funds shall not be comingled with any other funds, and shall be used strictly for the Expenditure Plan approved herein. CCRC shall be responsible for ensuring that all expenditures comply with the approved Expenditure Plan, and with all provisions of the legal agreement described in Section Three (E) above.
- H. As a condition of receiving the approved Síhasin funds, CCRC shall allow the Navajo Nation full access to its financial records related to the Síhasin funds it has received, upon reasonable prior notice, for the purpose of the Navajo Nation's review and audit of CCRC's expenditures of the Síhasin funds.
- I. Unspent and unencumbered Síhasin funds shall not lapse at the end of any Navajo Nation Fiscal Year, as might otherwise occur under 12 N.N.C. § 820(N), so long as all Síhasin funds are accounted for as of September 30th of every year.

SECTION FOUR. DIRECTIVE

As a condition of receiving the Síhasin funds approved herein, CCRC shall submit written reports, and verbal reports if so requested, explaining the ongoing status of the Expenditure Plan approved herein and its expenditures of the Síhasin funds received. Said reports shall be provided to the Health, Education, and Human Services Committee, the Budget and Finance Committee, and the Naabik'íyáti' Committee, by the end of each Fiscal Year Quarter until all approved Síhasin funds are exhausted.

SECTION FIVE. EFFECTIVE DATE

This Action and the related Expenditure Plan shall become effective pursuant to 12 N.N.C. § 2505(A) and 2 N.N.C. § 221(B).

SECTION SIX. SAVING CLAUSE

If any part of this Action is invalidated by the Supreme Court of the Navajo Nation, or by any Navajo Nation District Court without appeal to the Navajo Nation Supreme Court, the remainder of this Action shall be the law of the Navajo Nation.

CERTIFICATION

I, hereby, certify that the foregoing resolution was duly considered by the 25th Navajo Nation Council at a duly called meeting in Window Rock, Navajo Nation (Arizona), at which a quorum was present and that the same was passed by a vote of 17 in Favor, and 00 Opposed, on this 16th day of October 2023.



Honorable Crystalyne Curley, Speaker
25th Navajo Nation Council

10/25/2023

DATE


Motion: Honorable Seth Damon

Second: Honorable Andy Nez

Speaker Crystalyne Curley not voting

ACTION BY THE NAVAJO NATION PRESIDENT:

1. I, hereby, sign into law the foregoing legislation, pursuant to 2 N.N.C. § 1005 (C)(10), on this 3 day of NOVEMBER, 2023.



Buu Nygren, ~~President~~
Navajo Nation

2. I, hereby, veto the foregoing legislation, pursuant to 2 N.N.C. § 1005 (C)(11), on this _____ day of _____, 2023 for the reason(s) expressed in the attached letter to the Speaker.

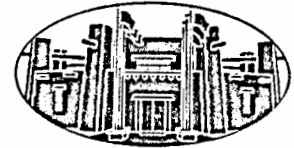
Buu Nygren, President
Navajo Nation

3. I, hereby, exercise line-item veto pursuant to the budget line-item veto authority delegated to the President by vote of the Navajo People in 2009, on this _____ day of _____, 2023.

Buu Nygren, President
Navajo Nation



Proposal to:



**The Navajo Nation Council
25th Legislative Session**

Request for Funding:

**For a Modular Facility at Brimhall, NM
Including the Infrastructure and Parking Lot**

By:



CCRC Inc.

**Post Office Box 158
Brimhall, New Mexico 87310-0158**

July 6, 2023

Revised August 28, 2023

$$\begin{array}{r}
 \$1,852,873.03 \\
 + \$277,930.95 \\
 \hline
 \$2,130,803.98
 \end{array}$$

Emergency

An emergency condition exist at the primary building location of CCRC Inc. located at Brimhall, NM. An order of building closure was issued on Wednesday, May 17, 2023, by the Navajo Nation Occupational Safety and Health Administration. The closure issued on an "indefinite" determination. The closure is subsequently supported by a prior OSHA notification as a Worksite Health Hazard issued on Friday, July 8, 2022. An assessment determined that the building contained lead paint, asbestos containing material, and the presence of mold. Additional discrepancies were noted of the building's Heating, Ventilation, and Air Conditioning unit circulating air borne dust that leads to severe respiratory sicknesses.

There are no institutions, facilities, or organizations that are otherwise open and available for successive placement of residents now under care by CCRC Inc. In the unlikely closure of the Center the enrolled residents would have to be placed in care facilities in greater distances away from their current housing. This would create a burden on the residents, their families, and associations.

The current condition of the principal location of the Center being mandatorily closed may be used as grounds to invoke VI. General Provisions, B. Termination Procedures, in paragraph 5., "This Agreement may be terminated for any reason by either party upon forty-five (45) days written notice to the other party." There is no certainty this would be invoked, but the fact it is contained in the Memorandum of Agreement it is possible.

Request

The CCRC Inc. formally requests the Navajo Nation for \$1,852,873.03 for the purchase of a modular building that measures at 4,958 square feet with dimension of 74' by 67' to be placed at the compound in Brimhall, NM. Infrastructure to include mobilization, replace existing waterline, remove/install sewer system, upgrade electrical system, mill existing asphalt, drainage grading, upgrade parking lot, adjust sewer manhole, upgrade water, sewer and electrical. A 15 percent contingency amount of the \$1,852,873.03 is requested for any incidentals or oversights that may occur. The 15 percent is \$277,930.95. The use of the contingency will be used for direct facility related cost only. Any and all unused amounts will be returned to the Navajo Nation Office of the Comptroller.

Support for this acquisition is being requested for use of the Navajo Nation's set aside Unreserve, Undesignated Fund Balance. As an alternative measure the Navajo Nation maintains another set aside fund for such purposes as improvements through the Land Acquisition Fund. The request is for the remaining quarter of Fiscal Year 2023 of the Navajo Nation budgeting cycle.

Post Award

The CCRC Inc. acknowledges and stipulates to the adherence of procurement laws and requirements in the Navajo Nation Code. As such CCRC Inc. will follow the requirements for the issuance of a Request for Proposal (RFP) for the building acquisition. The posting will be made publicly in local and regional print advertisements in newspapers and electronically.

Status

The unexpected closure of the facility at Brimhall (Coyote Canyon) caused a severe disruption to the operation and the continuity of services being provided to the enrolled clients. Scheduled deliveries from vendors was impaired. Healthcare workers were unable to conduct appointments. Training came to a complete halt, including required CPR and first responder classes. Families were also not able to meet with enrolled clients. Meetings rooms were unavailable for routine meetings with government officials with the Navajo Nation and the State of New Mexico.

All public buildings require maintenance and care. The upkeep of facilities are vital and necessary for reasons of safety, healthful occupation, and comfort.

Critically Provided Services and Vital Patient Care

The CCRC Inc. is one of few on the Navajo Nation operating rehabilitation centers for the disabled which is at a capacity of 30 residents with care provided at four separate sites. The Center provides 24 hour care of its residents through residential facilities, meals, rehabilitation, education, and safety and well being. Coordination of adult learning and education is facilitated onsite. Regular and scheduled healthcare visits are arranged as residents are transported to nearby healthcare facilities. The center provides recreation, comfort of living, security, and the welcome and promotion of family visits. Residents are given and encouraged to assume measured levels of personal achievements, advancements, and growth for their duration. Onsite workers are professionals who maintain schedules, establish routines, and apply methods and practices for optimal care and nurturing. All staff are trained and maintain, wherein applicable, certifications and licenses for their area of responsibilities.

Residents are from the areas of the Eastern, Northern, Fort Defiance, Central and Western Agencies, to be exact:

11-EASTERN AGENCY (Chapters)

-(2)Churchrock, (1)Tsayatoh,(1)Red Rock,(1)Standing
Rock,(2)Crownpoint,(1)Pueblo Pintado,(1)Rock
Springs,(1)Thoreau,(1)Iyanbito

6-FORT DEFIANCE AGENCY (Chapters)

-(3)St. Michaels, (1)Fort Defiance, (1)Coyote Canyon, (1)Manuelito

5-WESTERN AGENCY (Chapters)

-(1)Dilkon,(1)Sweetwater,(1)Kayenta,(1)Shonto,(1)Kaibeto

7-NORTHERN AGENCY (Chapters)

-(4)Shiprock,(2)Sheep Springs,(1)Upper Fruitland

1-CENTRAL AGENCY (Chapters)

-(1)Lukachukai

There are no reported incidents of substandard healthcare practices, violation of patient rights, or any infractions against the Center. The Center and its workers maintain an exemplary record of best practices and standards of care. The Center and all of its locations remain open for announced and unannounced visits and inspections for the health and safety of patients, staff, and workers.

Modular Building Placement and Site Readiness

The current site at the compound in Brimhall, NM is under a lease assignment that will expire on June 12, 2070. The Center can readily obtain a Finding of No Significant Impact. This determination will advance the immediate readiness of the site to receive a modular building. All requirements that would otherwise ordinarily apply are summarily waived. These include an archaeological clearance, historic preservation, wetlands, biological, environmental assessment, migratory bird, and all other clearances.

The proposed location of the placement of the building is adequately prepared for all utility connections. In the assessment of the Infrastructure upgrade, it is vital to enhance the water, sewer and electrical components for the health and safety of the Individuals served. An independent soil sample will be conducted for the eventual placement of the modular facility. The sample will determine the state of the ground for the modular facility placement. If it is determined that the soil is not stable a plan must be developed that includes earth work preparation with the use of heavy equipment.

History

The CCRC Inc. was first organized as the Dine Ba Alichini Nahiilna, Inc., the Navajo Children's Rehabilitation Center. In 1973, the Advisory Committee of the Navajo Tribal Council authorized a lease agreement 5,682 acres of land to serve needs of children from all over the Navajo reservation. In 1978, the Navajo Children's Rehabilitation Center amended its articles of corporation with the State Corporation Commission of New Mexico to reflect the new name of Coyote Canyon Rehabilitation Center, Inc. In 1993, the Coyote Canyon Rehabilitation Center, Inc., formerly known, organized its incorporation with the Navajo Nation Department of Business Regulatory. All registrations with the Navajo Nation are current and in good order with no impending infractions or any discrepancies.

Land was originally set aside for the school at Coyote Canyon on May 8, 1951, by the Navajo Tribal Council and subsequently approved by the BIA. The approval specified that the land track would remain in effect for as long as the purpose is for school and administrative purposes. As of May 2014, all Navajo Nation lease agreements are a sole responsibility of the Navajo Nation government. Approval by the BIA is no longer required or applicable as the United States Department of the Interior relinquish all secondary approval (25 USC § 415 e) and the Navajo Nation General Leasing Act.

Establishment

The Coyote Canyon Rehabilitation Center, Inc. entered into a Memorandum of Agreement with the Navajo Nation, principally the Department of Family Services within the Division of Social Services. The agreement covers two years that became effective on January 1, 2022. The agreement contains a provision for modification for increased cost not to exceed 20 percent of the original accepted bid amount. Although the agreement is formally established with the Coyote Canyon Rehabilitation Center, Inc., the Center has since registered a name change to CCRC, Inc. (an acronym only) with the Navajo Nation Department of Business Regulatory.

The Center is overseen by a board of directors who provide direction and oversight as well as compliance. The board assumes all responsibility of the Center, its method of care and standards of practice.

Applicable Navajo Nation Laws

The Civil Rights of Individuals with Disabilities Act of 2018 amends the Navajo Nation Code with the repeal of Chapter 13 of Title 10 on Adult Education as well as reserved Chapter 53 and inserts the Civil Rights of Individuals with Disabilities. It further amends Chapter 7 of Title 15 as it applies to the Navajo Employment Preference. It acknowledges an executive order (14-2014) that ensures the 'Rights of Navajos with Disabilities to Full Access to All Navajo Nation Buildings and Services. It ensures that "individuals with disabilities have access to community services, employment opportunities, housing, social services, transportation, recreation, education, training and elections..." Expressly in Chapter 53 under Title 13, Health and Welfare, in sub-section (§) 4503, provides: "Any provider of public housing on the Navajo Nation must make such reasonable accommodations in its policies, practices, premises and provision of services as will afford a tenant or prospective tenant with a disability the opportunity to occupy, use and enjoy a dwelling and its premises to the same extent as any other tenant."

Financial

The public funds for the CCRC Inc. derives from the "mandatory" spending category of the federal budget. Mandatory spending is known as 'means tested entitlements' whereupon all receivers of such funds must be deemed eligible. There are no federal funds for the operation of the Center from the "discretionary" portion of the federal



budget. This is an important distinction as funds from the 'discretionary' spending covers facilities. Mandatory spending are specific appropriations for services. No such funds are for operations or facility acquisition or construction. Other source of revenue that the Center receives in a significantly lesser amount is from the State of New Mexico. No funds are other received from other sources including the general revenue fund of the Navajo Nation government.

Annual financial statements are required and remain available to substantiate all expenditures of government provided funds are spent to program purpose. There are no reported financial discrepancies or non-compliance of expenditures. There are no adverse audit findings or reported or unreported incidents of financial misspending or irregularities.

The CCRC Inc. is registered, as required, with a SAMs (System for Awards Management) registration 125787275. The SAM is a federal system used for procurement, and as an authentication for businesses. The Center will ensure that the registration is renewed as required.

Regulatory

The CCRC Inc. is governed by the Memorandum of Agreement with the Navajo Nation Department of Family Services. The agreement covers responsibilities of the Center to maintain required licenses and permits, federal tax requirements, reporting of incidents, providing non-medical care, to coordinate emergency and non-emergency psychiatric, medical rehabilitative services, and education. Other requirements include record keeping, financial responsibilities and reporting, insurance, and compliance.

As the CCRC Inc. is registered with the Navajo Nation Department of Business Regulatory as well as the Navajo Tax Commission all reporting requirements are likewise followed. Any and all missed reporting requirements incur penalties and fines. The CCRC Inc. rigorously follows all reporting requirements.

The Department of Family Services is the Navajo Nation agency with primary regulatory compliance monitoring. Other Navajo Nation agencies include Office of Contracts and Grants, Navajo Department of Health, Occupational Health and Safety, and the Environmental Protection Agency. As a recipient of federal funds the Center must comply with all federal requirements.



CCRC, Inc.
POST OFFICE BOX 158
BRIMHALL, NEW MEXICO 87310-0158
PH: (505) 735-2261 | FAX: (505) 735-2258
www.ccrclnm.org

INFRASTRUCTURE NEEDS ASSESSMENT

Scope of work:

CCRC, Inc. intends to secure a contract for the Architectural and Engineering services that will provide clean sanitation and clean water supply. The A&E project services are listed below and may include, but not limited to:

1. Preparation of a site master plan and complete construction documents and contract administration for the entire length of the project including successful completion and acceptance by CCRC, Inc.
2. All work necessary for completion of the project shall be in accordance with the provisions of applicable governing codes, law and all requirements specified by the Americans with Disabilities Act (ADA)
3. Meet and confer with the CCRC, Inc. project representative for program verification.
4. Upon approval of the requirements specified projects by CCRC, Inc. the Architect will prepare, for approval by the CCRC, Inc. Board of Directors, schematic design studies and sketches with a general description of the project. The Architect shall submit to CCRC, Inc. a statement of probable project cost for confirmation by the CMAR and schedule of values to determine if the project is in line with the budget.
5. Upon written approval of schematic drawings by CCRC, Inc., the Architect shall prepare design development documents consisting of preliminary drawings and specifications for approval by CCRC, Inc. The Architect shall submit to CCRC, Inc., a further statement of probable project cost for conformation.
6. The Architectural firm will be responsible for the coordination of any consultants procured by the CCRC, Inc., including but not limited to voice, video, and data, FF&E, Building Official and Testing Consultants.
7. The Architectural firm will be responsible for obtaining all necessary permits to conform to all municipal, utility, Navajo Nation, and Federal requirements, All plan submission and review fees will be considered a reimbursable expense (at cost) to the Architectural firm or will be paid directly by CCRC, Inc.
8. Upon written approval of design and development documents by the CCRC, Inc., the Architect will prepare construction documents and specifications (for Approval by the CCRC, Inc. Board of Director's) in order that CMAR may solicit sub-contractor qualifications and bids for construction of the project. The Architect shall advise CCRC, Inc. of any adjustments to previous statements of probable project costs.
9. The Architect shall provide services to assist

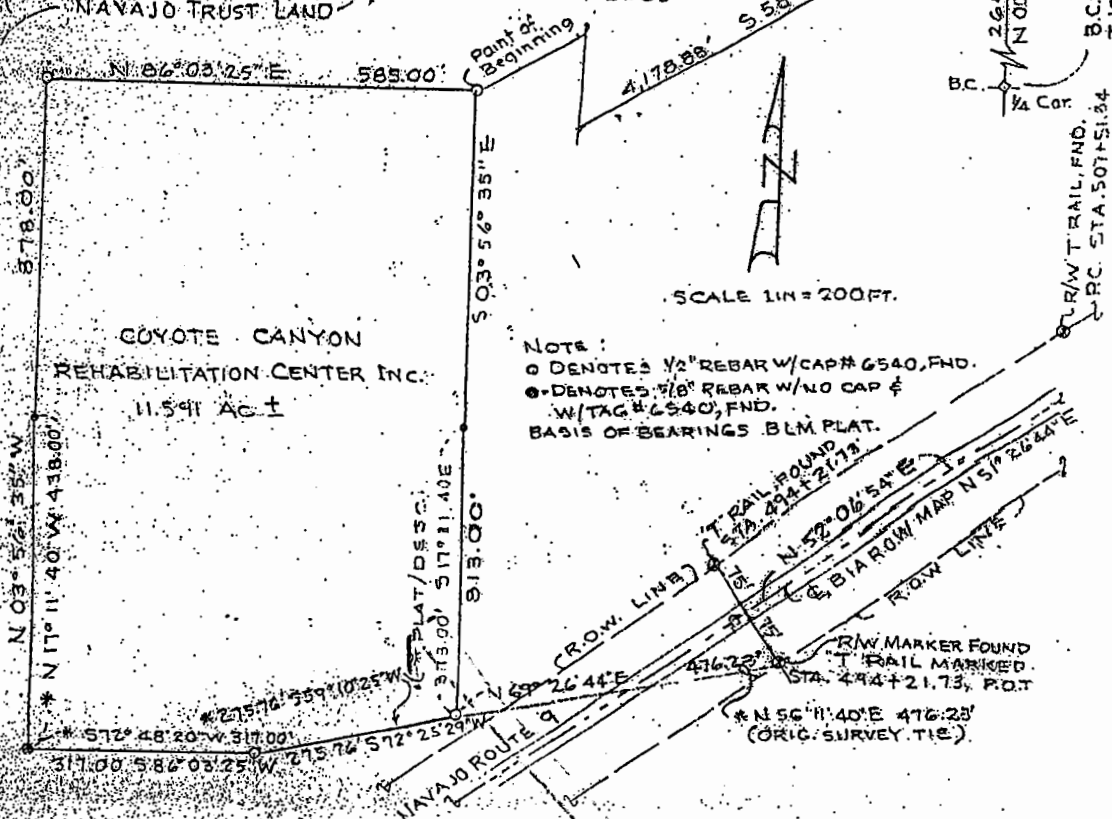
WES. AN NEW MEXICO ENGINEERING, INC.
407 W. COAL AVENUE GALLUP, NM 87301
(505) 863-9396

PLAT OF SURVEY
MARCH 13, 2003

EXHIBIT

B

tabbies



DESCRIPTION

A certain tract of land situate in the west-half (W $\frac{1}{2}$) of Section 23, Township 18 North, Range 17 West, N.M.P.M., in Coyote Canyon, McKinley County, New Mexico more particularly described as follows:

COMMENCING at the brass cap, the northeast corner of said Section 23, thence S58°41'57\"W - 4,178.88 feet to the Northeast corner of the herein described tract and the point of beginning; thence S03°56'35\"E - 813.00 feet to the Southeast corner; thence S72°25'29\"W - 275.76 feet to a corner; thence S86°03'25\"W - 317.00 feet to the Southwest corner; thence N03°56'35\"W - 878.00 feet to the Northwest corner; thence N86°03'25\"E - 585.00 feet to the point of beginning, containing 11.591 acres more or less. Subject to any and all existing, underground or aerial, utility easements.

NOTE: this plat and description was prepared from previous survey information performed by us on Sept.11 and 14th, 2000.

791-726-05

290-28-60003-05

FD-05-227

LEASE NO.

PART I
NAVAJO NATION ECONOMIC DEVELOPMENT LEASE
(Navajo Nation Trust Land)

- ☒ Standard Business Site Lease
☐ Shopping Center Lease

(From) JUNE 13, 2005 -(Until) JUNE 12, 2020

THIS LEASE, in sextuplicate, is made and entered into this 28th day of JANUARY 2005, by and between THE NAVAJO NATION, hereinafter called Lessor, whose address is Post Office Box 9000, Window Rock, Navajo Nation (Arizona) 86515, and, COYOTE CANYON REHABILITATION CENTER, INC., hereinafter called the Lessee, whose address is Post Office Box 158, Brimhall, New Mexico 87310, in accordance with the provisions of 25 U.S.C. §§ 415 as amended, and as Implemented by the regulations contained in 25 C.F.R. Part 162; and any amendments thereto relative to business leases on restricted lands which by this reference are made a part hereto.

A. LAND DESCRIPTION.

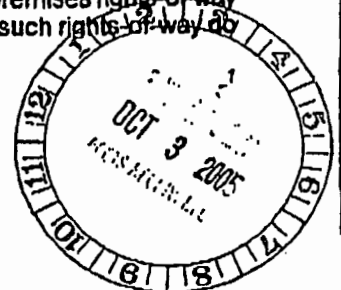
1. For and in consideration of the rents, covenants, agreements, terms and conditions contained herein, Lessor hereby leases to the Lessee the following described premises:

A certain tract of land situate in the west-half (W½) of Section 23, Township 18 North, Range 17 West, N.M.P.M., in Coyote Canyon, McKinley County, New Mexico more particularly described as follows:

COMMENCING at the brass cap, the northeast corner of said Section 23, thence S 58° 41' 57" W - 4,178.88 feet to the Northeast corner of the herein described tract and the point of beginning; thence S 03° 56' 35" E - 813.00 feet to the Southeast corner; thence S 72° 25' 29" W - 275.76 feet to a corner; thence S 86° 03' 25" W - 317.00 feet to the Southwest corner; thence N 03° 56' 35" W - 878.00 feet to the Northwest corner; thence N 86° 03' 25" E - 585.00 feet to the point of beginning, containing 11.591 acres more or less. Subject to any and all existing, underground or aerial, utility easements.

Note: This plat and description was prepared from previous survey information performed by us on September 11 and 14, 2000.

2. All of the above land is located in Coyote Canyon Chapter of the Navajo Nation, County of McKinley, State of New Mexico, subject to any prior, valid, existing rights-of-way and easements. There is hereby reserved and excepted from the leased premises rights-of-way for utilities constructed by or on authority of the Lessor, provided that such rights-of-way do not unreasonably interfere with Lessee's use of the leased premises.



791-726-05

B. PURPOSE, UNLAWFUL USES.

1. Lessee shall develop, use and operate the leased premises for the following purposes only:
Operation of educational, vocational, residential, and rehabilitation services to Native American adults with developmental disabilities.
2. The leased premises shall not be used by Lessee, Sublessee(s) or Assignee(s), for any purpose or purposes other than those set out above, except with the prior written consent of Lessor and the Secretary. Consent may be withheld, granted, or granted upon conditions, in the sole discretion of Lessor and the Secretary.
3. Lessee agrees that it will not use or cause to be used any part of the leased premises for any unlawful conduct or purpose.

C. TERM.

The term of this Lease shall be twenty-five (25) years, beginning on the date this Lease is approved by the Secretary.

This Lease may be renewed for an additional term of twenty-five (25) years, provided that this Lease is in good standing. Lessee shall give written notice of its intent to renew this Lease to the Executive Director of the Division of Economic Development, or his successor, at least ninety (90) days, but no more than six (6) months, prior to the expiration date of this Lease. Renewal of this Lease is subject to the approval of Lessor and the Secretary and to applicable provisions of Navajo Nation law and the regulations contained in 25 C.F.R. Part 162, including all amendments and successors thereto.

D. RENTAL.

1. The Lessee, in consideration of the foregoing, covenants and agrees to pay in lawful money of the United States of America to the Controller of the Navajo Nation, for the use and benefit of the Lessor the following:

Years 1 to 25: \$1.00 per annum

Years 26 to 50 (if renewal option is exercised): The lease rental shall be subjected to review and adjustment by the Lessor at not less than five-year intervals in accordance with the regulations in 25 CFR Part 162. Such review shall give consideration to the economic conditions at the time.

2. If Lessee's rental is an annual obligation, Lessee must make monthly rental payments in advance equal to at least one-twelfth of the aforementioned minimum annual rental not later than the tenth (10th) day after the first day of the month for which the rental is due. Lessee may elect to pay monthly rental in an amount based on the percentage rental rate on the month's gross receipts; however, no payment shall be less than one-twelfth of the minimum rental. Monthly payments based on the percentage rental rate on gross receipts shall be paid not later than the tenth (10th) day after the end of the month for which rental is due. All rental shall be deposited with the Controller of the Navajo Nation. When the annual accounting required by Section 1.3, Part II, of this Lease is completed, the Lessee shall pay any balance due on any percentage rental, or if there is an overpayment, the overpayment shall be credited toward future rents.

IN WITNESS WHEREOF, the parties hereto have set their hands:

THE LESSEE

By: 

Executive Director
Coyote Canyon Rehabilitation Center, Inc.

Date: 12/2/04

THE LESSOR

By: 

President
Navajo Nation

Date: JAN 28 2005

APPROVED:

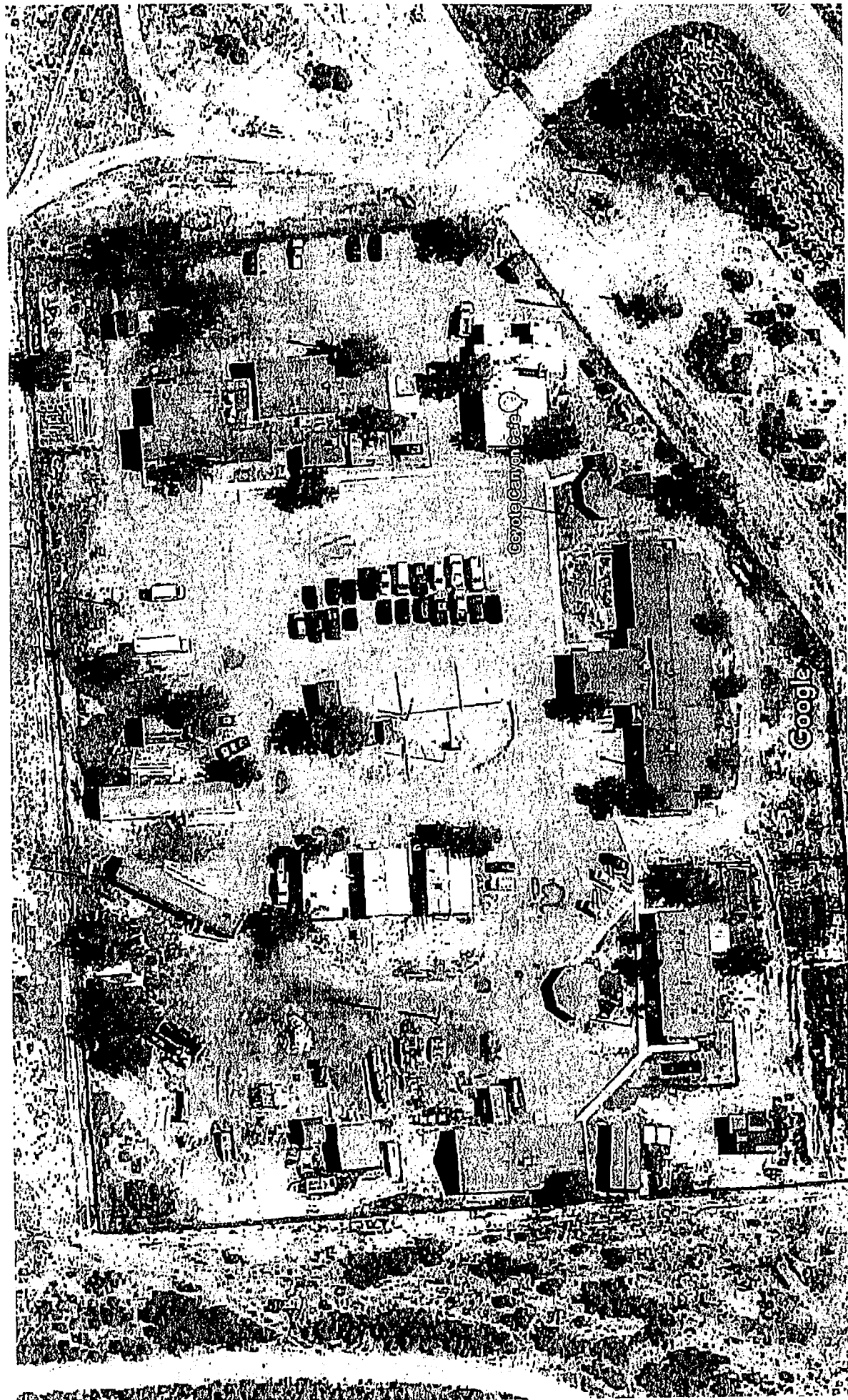
Pursuant to Secretarial Redelelegation Order
209 DM 8, 280 DM 1 and 3 IAM 4.

By: 

Acting Regional Director, Navajo
BUREAU OF INDIAN AFFAIRS

Date: JUN 13 2005

791-726-05



ORDER OF CLOSURE

COYOTE CANYON REHABILITATION CENTER Worksite Hazardous

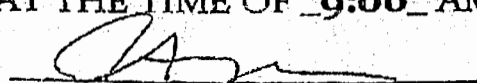
BY THE ORDER OF THE NAVAJO NATION OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (NNOSHA), THE DIVISION OF HUMAN RESOURCES, THIS FACILITY HAS BEEN CLOSED AND SHALL NOT RE-OPEN WITHOUT THE APPROVAL OF THE NAVAJO NATION OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION.

COYOTE CANYON REHABILITATION CENTER "SAFETY & HEALTH HAZARDS"

**DURATION OF CLOSURE: INDEFINITELY
SIGNED AND ENACTED**

THIS 17TH DAY OF MAY, 2023

AT THE TIME OF 9:00 AM


SIGNED

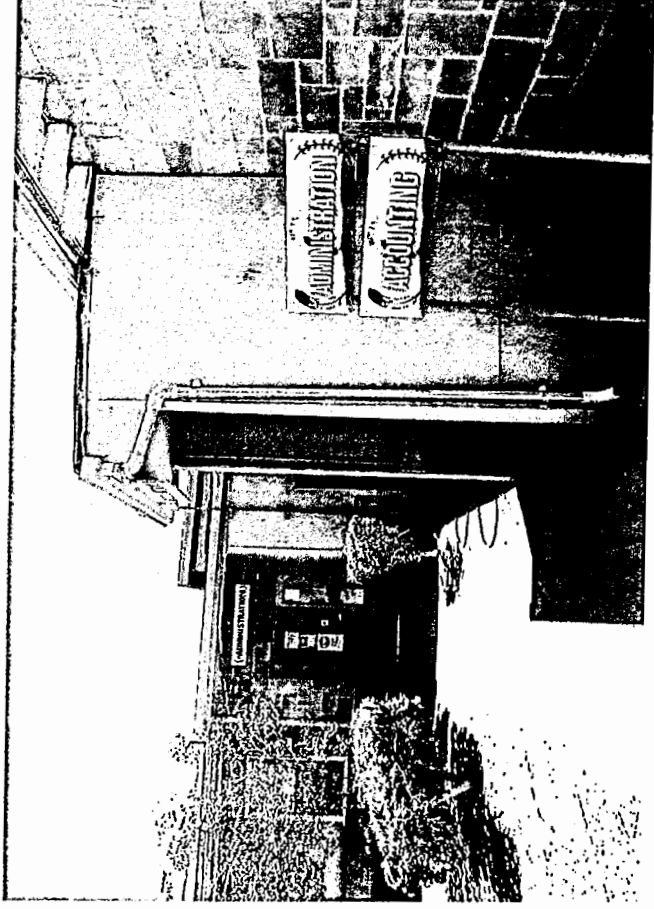
AUSTIN YAZZIE, PROGRAM SUPERVISOR I
NAVAJO NATION OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION

NOTICE OF CLOSURE
(PROPERTY OF NAVAJO NATION OSHA)

INQUIRIES OR QUESTIONS CONTACT
NAVAJO NATION OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION
(928) 871-6742

COYOTE CANYON REHABILITATION CENTER INC.
Administration Building, Hogan and Cafeteria
INSPECTION & ASSESSMENT

JULY 8, 2022



LEAD PAINT PRESENT

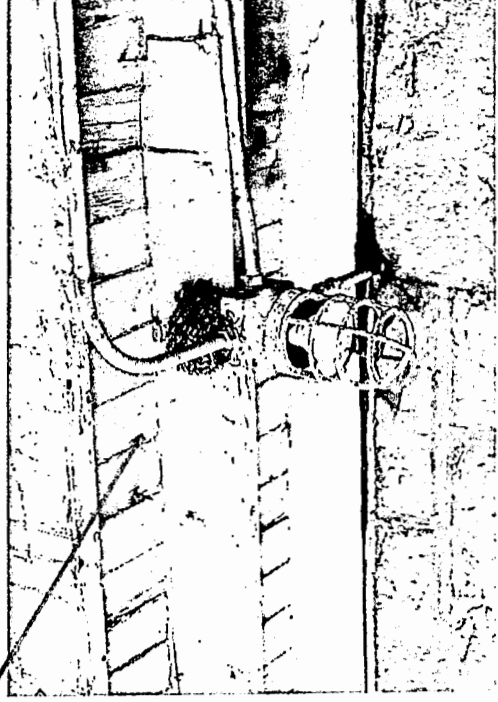
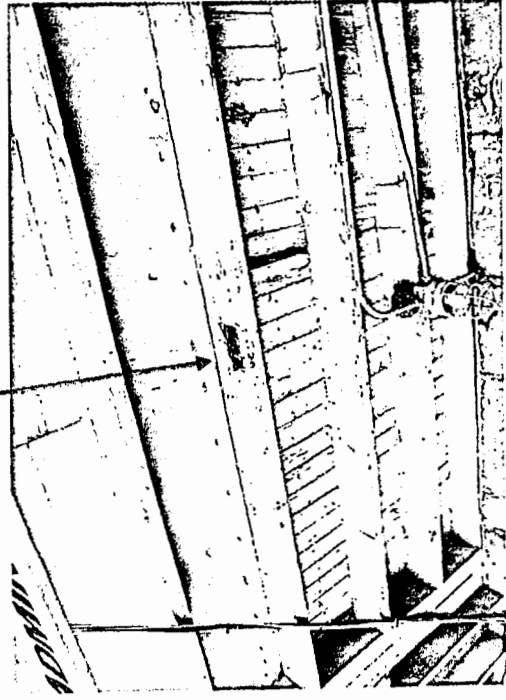
OSHA wants to stress that this does not

set 0.06% as a lower threshold for the concentration of lead in paint which would exempt the employer from the requirements of the standard. The employer must still follow all requirements of the standard and conduct an exposure assessment for the tasks involving lead.

1926.51(h)

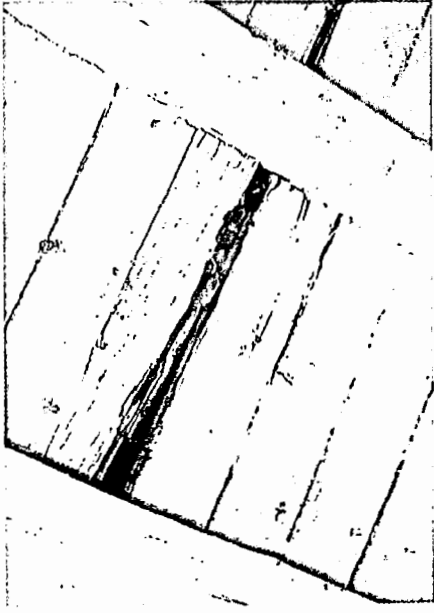
Vermin control.

Every enclosed workplace shall be so constructed, equipped, and maintained, so far as reasonably practicable, as to prevent the entrance or harborage of rodents, insects, and other vermin. A continuing and effective extermination program shall be instituted where their presence is detected.



MOLDS. in Indoor Workplaces Work places Molds are forms of fungi that are found indoors and outdoors. You are exposed to them daily in the air you breathe. Sometimes molds grow excessively inside your workplace and can cause different types of illnesses. Most workers will not be affected by molds. Some workers have symptoms like those of hay fever and the common cold, but they can last for longer periods. Molds can also aggravate asthma. In addition, some people in wet or moldy buildings may have flu-like symptoms. Most health problems are temporary and can be controlled by limiting exposure to molds.

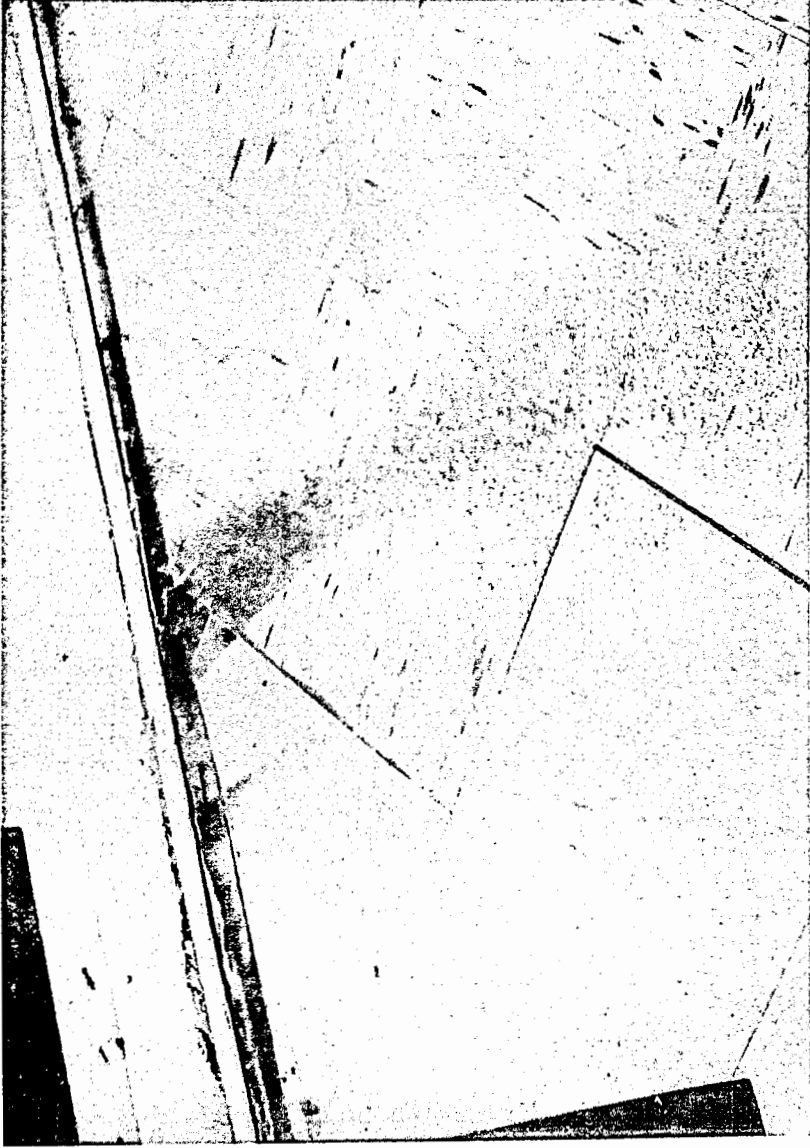
How can molds affect my health? Molds can cause allergic reactions, fungal infections, and other health effects. Most workers, however, will have no reaction at all when exposed to molds (see page 3). Some workers have underlying health conditions that make them more sensitive to effects of mold exposure. Allergic reactions, similar to common pollen or animal allergies, are the most common health effects of molds. Allergic and toxic illnesses can be treated by getting rid of the mold exposure. Your doctor may also prescribe medication to control symptoms.



HOUSEKEEPING

There are a number of ways that dust and debris affect employees and their workspace. Of course, these hazards can vary, depending on the industry the workspace is involved with. Nonetheless, it is important to keep a workplace tidy to keep employees healthy and business thriving.

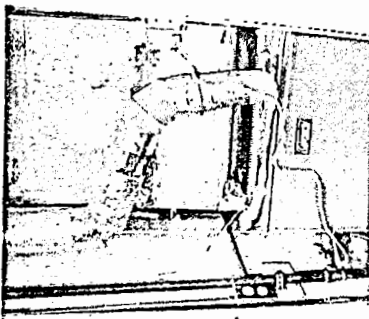
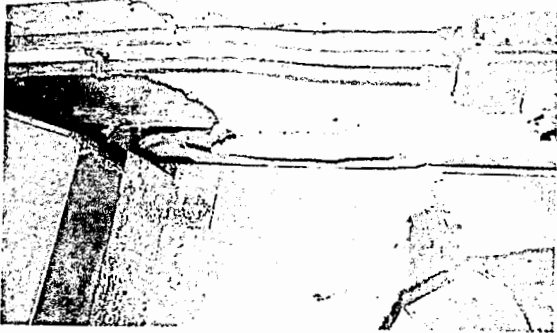
Here are 6 ways that dust and debris could pose a risk to your employees and business: Airborne dust in the workplace can cause or worsen severe respiratory problems. These health issues can range from pneumonia to a more severe problem like lung cancer. Silica dust poses the biggest health risk, but even something as simple as wood dust can cause significant damage to the lungs and airways.

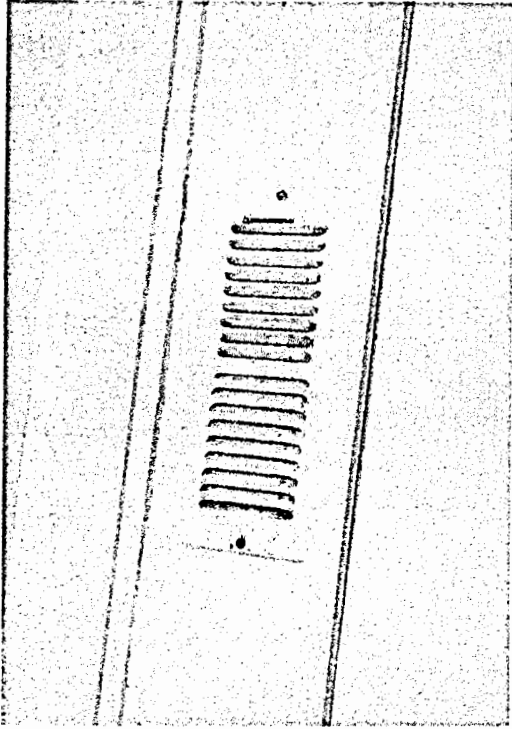
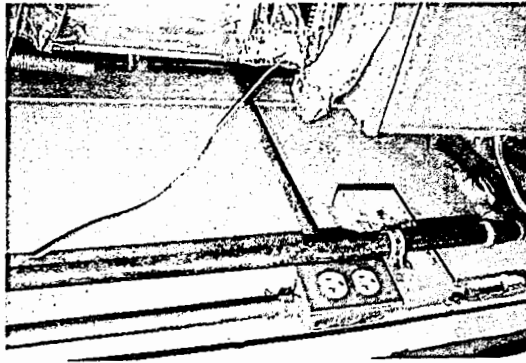


HVAC NEEDS ATTENTION

Air borne dust in the workplace can cause or worsen severe respiratory problems. These health issues can range from pneumonia to a more severe problem like lung cancer. Silica dust poses the biggest health risk, but even something as simple as wood dust can cause significant damage to the lungs and airways. ventilation, and air conditioning (HVAC) professional to consider steps to optimize building ventilation. An HVAC professional can ensure that the ventilation system is operating as intended. The following tips can help reduce the risk of exposure to the coronavirus:

- Ensure all HVAC systems are fully functional, especially those shut down or operating at reduced capacity during the pandemic.
- Remove or redirect personal fans to prevent blowing air from one worker to another.
- Use HVAC system filters with a Minimum Efficiency Reporting Value (MERV) rating of 13 or higher, where feasible.
- Increase the HVAC system's outdoor air intake. Open windows or other sources of fresh air where possible.
- When changing filters, wear appropriate personal protective equipment. ASHRAE recommends N95 respirators, eye protection (safety glasses, goggles, or face shields), and disposable gloves.
- Make sure exhaust fans in restrooms are fully functional, operating at maximum capacity, and are set to remain on.
- Encourage workers to report any safety and health concerns.

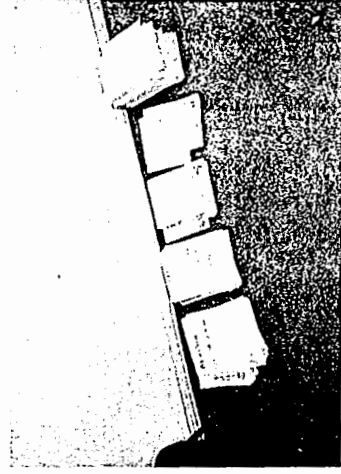
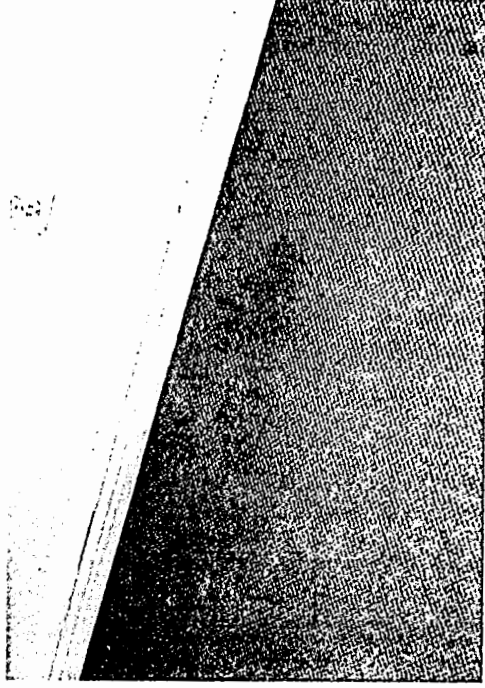
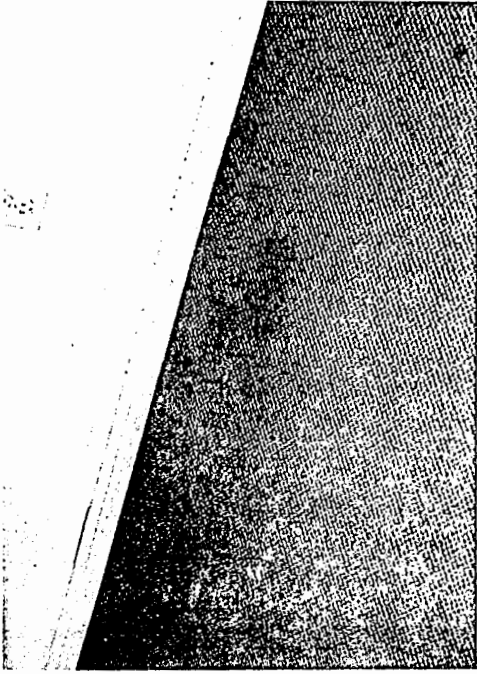




WET CARPET

▪ Soaked carpets can cause numerous respiratory problems

The more severe the carpet water damage is, the greater your exposure to mold spores. This can lead to several respiratory complications such as emphysema, asthma, tuberculosis, and even cystic fibrosis.



POSSIBLE? What is sick building syndrome?

Sick building syndrome (SBS) is a name for a condition that's thought to be caused by being in a building or other type of enclosed space. It's attributed to poor indoor air quality.

However, the precise cause is unknown. According to the OSHA STANDARDS & REGULATIONS on poor indoor air quality can be found in about 30 percent of old and remodeled buildings.

Sometimes diagnosing SBS can be difficult because of the wide range of symptoms. These can also mimic other conditions, such as the common cold. The key to SBS is that your symptoms improve after leaving the building in question, only to come back when you return to the same location. If you notice recurring symptoms that seem to appear whenever you're in a particular building, you may consider investigating sick building syndrome as the cause.

What are the symptoms of sick building syndrome?

SBS symptoms can affect your skin, respiratory, and neurological systems. You may mistakenly self-diagnose yourself with a cold or flu.

Among the possible symptoms are:

throat irritation

breathing difficulties

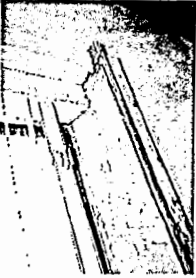
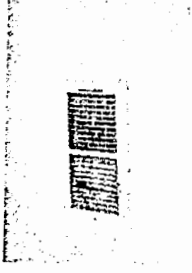
tightness in the chest

runny nose

allergy-like symptoms, such as sneezing nose	burning sensations in the
dry, itchy skin rashes	headaches
dizziness	difficulty concentrating
forgetful	fatigue
irritability	nausea
body aches	fever

If you have allergies or a current respiratory illness, you may notice an increased severity in your symptoms. For example, people with asthma might be at a higher risk for asthma attacks due to SBS.

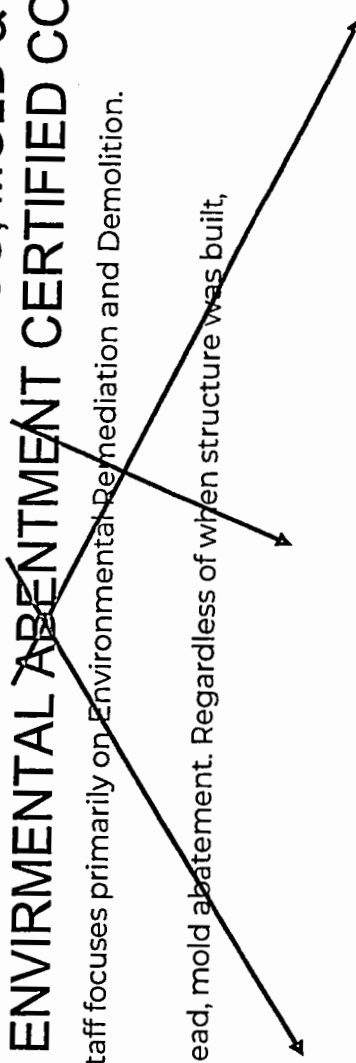
It's also important to note that SBS affects everyone differently. While everyone who spends time in a particular space might go through some of the above symptoms, these can vary. Some people may not experience any symptoms at all. Others may experience symptoms after leaving the building in question — this may be due to repeated or long-term exposure.

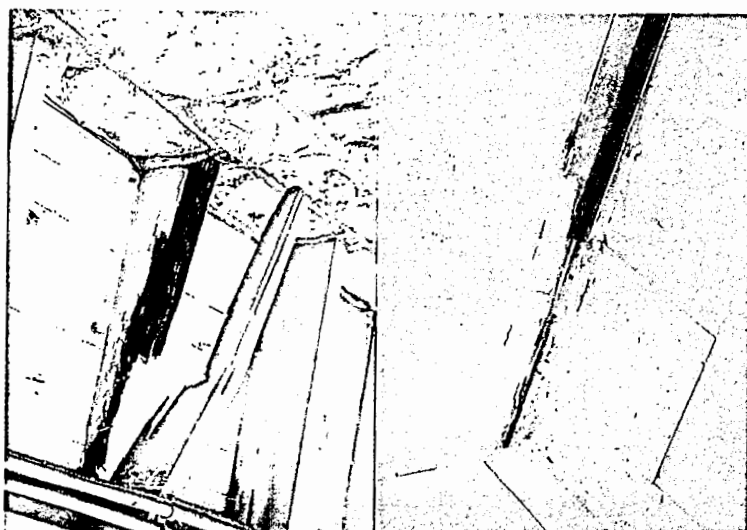
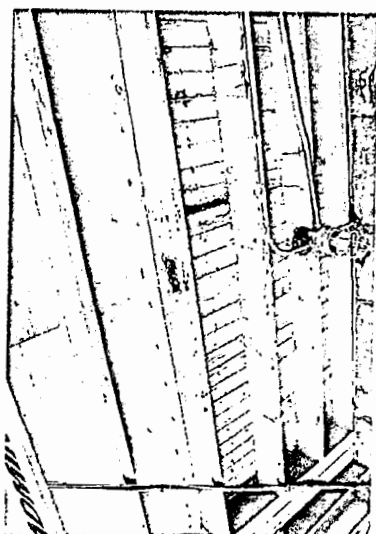


CCRC.INC needs to test for POSSIBLE ABESTOS, MOLD & LEAD PAINT BY AN ENVIRONMENTAL ABATEMENT CERTIFIED COMPANY,

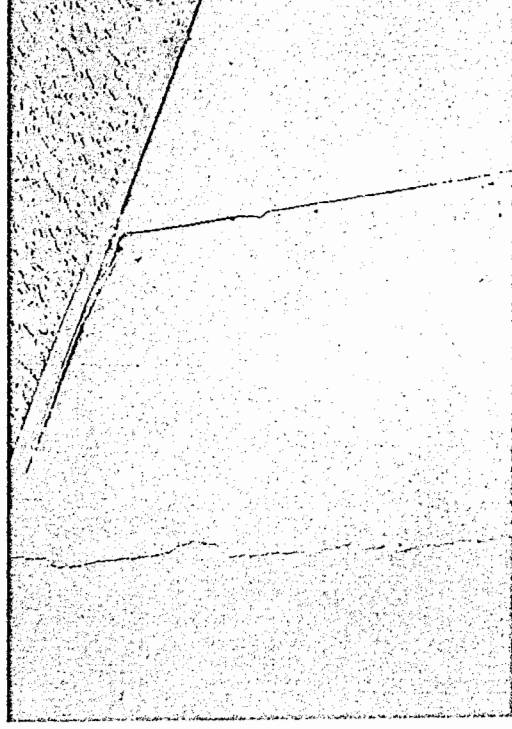
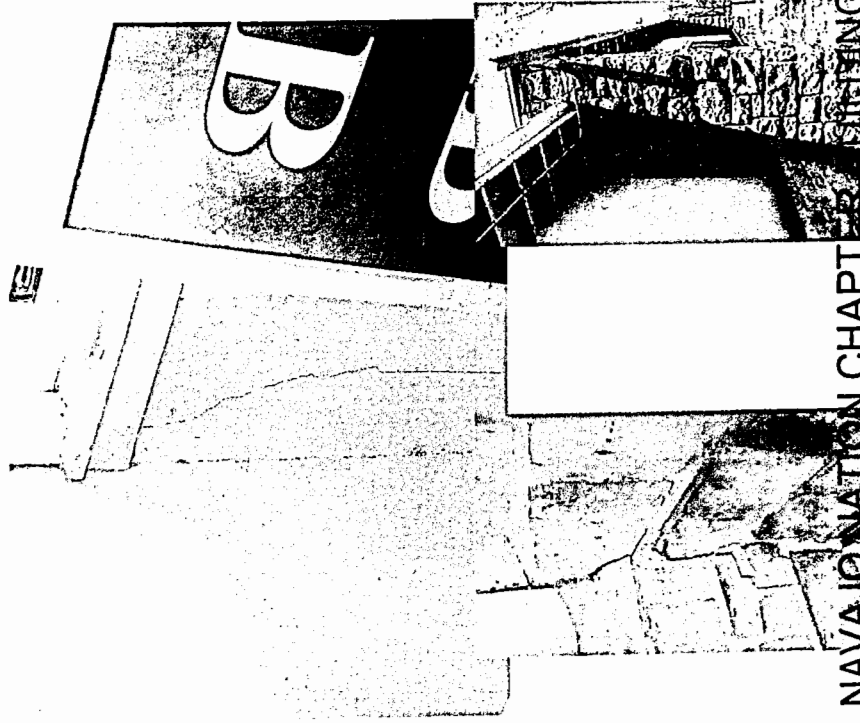
Certified professional staff focuses primarily on Environmental Remediation and Demolition.

Specialize in asbestos, lead, mold abatement. Regardless of when structure was built,



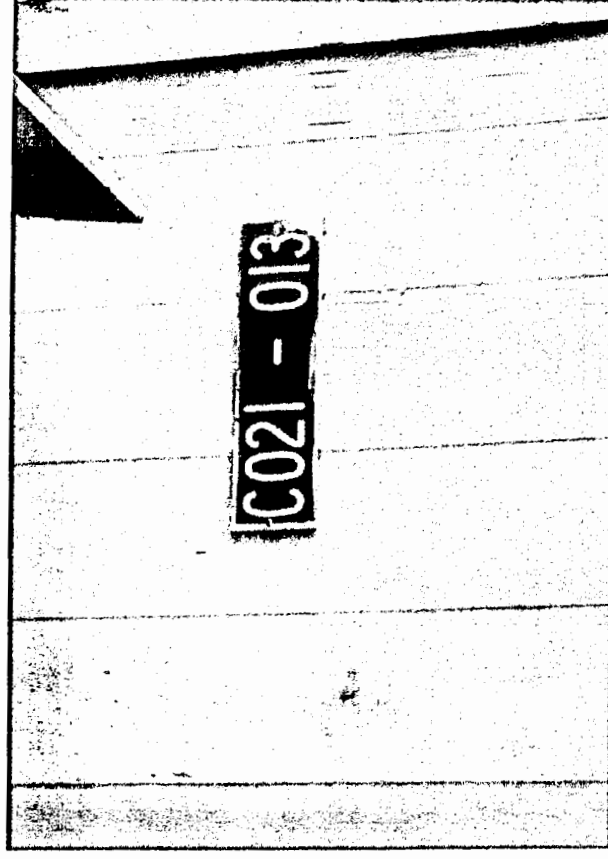


STRUCTURAL FAILURE Structural failure is **initiated when a material is stressed beyond its strength limit, causing fracture or excessive deformations**; one limit state that must be accounted for in structural design is ultimate failure strength. GET Navajo Nation design engineer to do an assessment done.



NAVAJO NATION CHAPTER 11 BUILDING NUMBERS. THIS INDICATES IT BELONGS TO THE CHAPTER, WE KNOW THE BUILDING BELONGS TO THE NAVAJO NATION, WHO

RESPONSIBLE? AND IS THE BUILDING A HISTORIC BUILDING UNDER LAND PRESERVATION, RISK MANAGEMENT PROPERTY LOST FORMS, Maintenance repairs, PERVENTIVE MAINTENCE SCHEDULES, and if the building falls under the chapter, the oversight will be pearl Yellowman.



Property Record Card

McKinley County, NM

18001 CR, LLC

C/O A & K INVESTMENTS, LLC
2111 CORTE DE CABALLO NW
ALBUQUERQUE, NM 87120-0000

Account: R019372

Tax Area: 120 - INSIDE NON-RES -
120

Acres: 0.000

Parcel: 2-104-088-511-214

Situs Address:

Value Summary

Value By:	Market	Override
Land (1)	\$24,380	N/A
Commercial (1)	\$66,449	N/A
Total	\$90,829	\$90,829

Legal Description

W1/2 OF LOT 8, LOTS 9 & 10, BLOCK 4, ZECCA SUBDIVISION DB
17-875 DB 33-442 BK 1 PG 6211 4/10/90 BK 27 PGS 6385-86 10/18/06
DOC 386443 10/01/18 CODE 2-104-088-511-214



Land Occurrence 1

Abstract Code	0220 - COMMERCIAL LAND IMPROVED		Land Use Code	22074 - COMM. L.I.	
SubArea		ACTUAL	EFFECTIVE	HEATED	FOOTPRINT
Land S		7500			
Total		7,500.00			
	Value	Rate	Rate	Rate	Rate
	\$24,380	3.25			

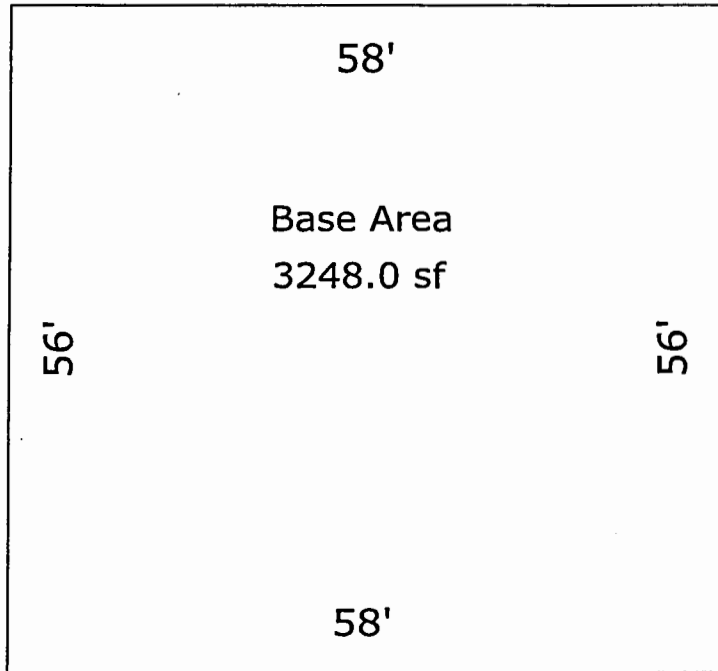
Commercial Occurrence 1

Property Code	0310 - COMMERCIAL IMPROVEMENT
---------------	-------------------------------

Property Record Card

McKinley County, NM

Commercial Occurrence 1



Sketch by Apex Media™

Abstract Summary

Code	Classification	Actual Value	Value	Taxable Value	Actual Value Override	Taxable Override
0220	COMMERCIAL LAND IMPROVED		\$24,380	\$8,127	NA	NA
0310	COMMERCIAL IMPROVEMENT		\$66,449	\$22,150	NA	NA
Total			\$90,829	\$30,277	NA	NA



Modular Bldg. 4958 sq.ft. Modular Solutions, Phoenix, AZ	\$1,239,500.00
---	----------------

underground utilities upgrade NECA, Shiprock, NM	+ \$ 373,155.83
---	-----------------

parking lot NECA, Shiprock, NM	+ \$ 240,217.20
-----------------------------------	-----------------

total:	= \$1,852,873.03
--------	------------------

plus 15% contingency:	+ \$ 277,930.95
-----------------------	-----------------

total funds requested:	= \$2,130,803.98
------------------------	------------------

rounded to:	\$ 2,130,804
--------------------	---------------------





shar jeff <sjeff27@gmail.com>

23085CCRC Modular Office - Sample Floor Plan and Budgetary Pricing

3 messages

Lorenzo Chavez <lchavez@mod-sol.com>

Mon, Jun 12, 2023 at 5:12 PM

To: shar jeff <sjeff27@gmail.com>

Good afternoon,

Thank you for reaching out to Modular Solutions for your new facility planning. The estimation process can be broken down into three major categories. The prefabricated building, the site plan/civil engineering design and the site work/infrastructure.

1. **Prefabricated Building:** As a factory produced product, the estimation of the modular building can be very accurate to the actual cost. With controlled environment, the construction process is not hampered by weather. Material is always on hand and ready for construction. The labor force has experience to a specific assembly line task which increases the speed of construction. Although this stage of estimating is accurate, understand that at such an early stage of estimating it is still contingent upon the final site plan, changes by the client and governing agencies.

\$ 1,239,500.00 74'x67' Modular Office Building 4958 Square Feet

2. **Site Plan/Civil Engineering:** The site plan is a critical item in the planning of your new facility and is required by the governmental agencies. The site plan provides needed information such legal site information, utility locations and sizes, parking requirements, landscaping and setbacks to property lines and easements. The cost for this stage is subject to the architect or engineer.
3. **Site Work:** Site work consist of the infrastructure that will support your new building. This includes, but is not limited to, utilities, grading, parking, sidewalks, fencing and the indirect cost related to these tasks. This item is difficult to estimate without the site plan (item 2.) This item can easily be equal to half the cost of your new facility as it is dependent on the location of existing utilities, governmental requirements and impact fees of the new project.

Lorenzo Chavez

Modular Solutions, Ltd

P O Box 15507 | Phoenix, AZ 85060

(602) 605-8203

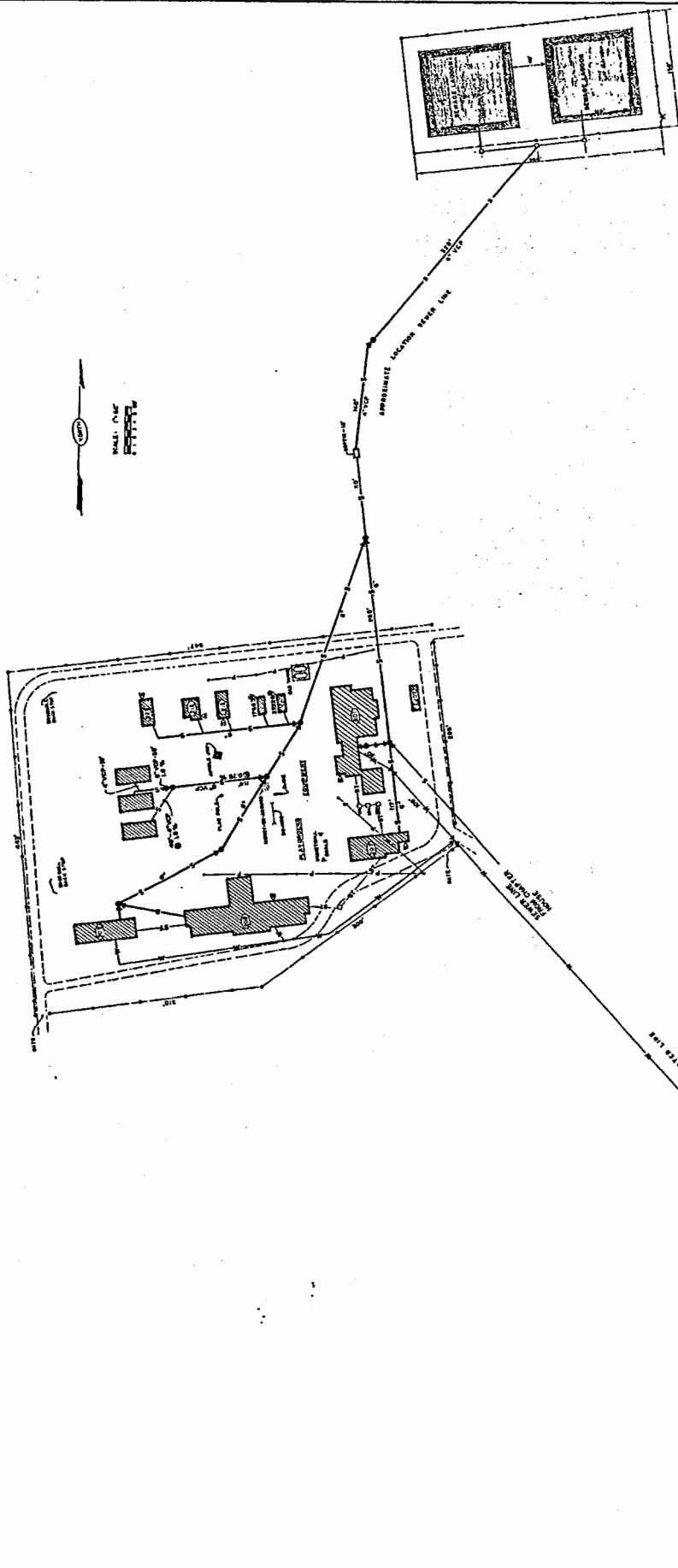
lchavez@mod-sol.com | www.modularsolutionsltd.com

From: shar jeff <sjeff27@gmail.com>

Sent: Monday, June 12, 2023 3:30 PM

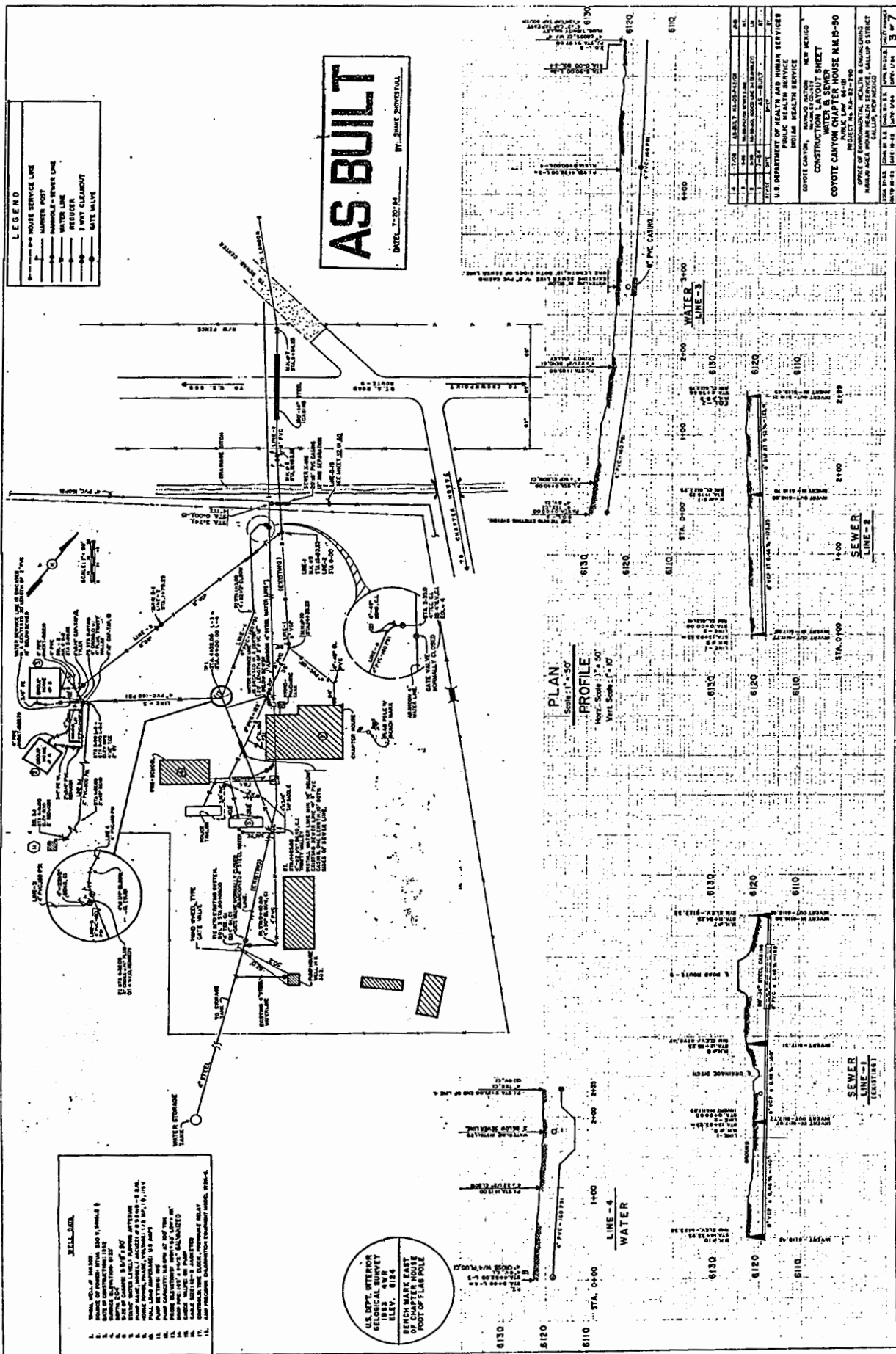
To: Lorenzo Chavez <lchavez@mod-sol.com>

Subject: Re: Modular Office - Sample Floor Plan



L E G E N D	
	BUILDING w/ WINDOWS
	POWER LINES & POLES
	GAS LINES
	WATER LINES w/ GATE VALVES
	STEAM LINES & MANHOLES
	SEWER LINES & MANHOLES
	POWER WIRE FENCE
	BARBED WIRE FENCE
	STREETS
	ELECTRIC SERVICE ENTRANCE

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
 PUBLIC HEALTH SERVICE
 DIVISION OF PUBLIC HEALTH
 BRIMHALL, NEW MEXICO
 COYOTE CANYON REHABILITATION CENTER
 BRIMHALL, NEW MEXICO
 PROJECT #14-48
 OFFICE OF ENVIRONMENTAL HEALTH & ENGINEERING
 BRIMHALL AREA HEALTH SERVICE, GALLUP DISTRICT



Navajo Engineering And Construction Authority

P.O. Box 969
No. 1 Uranium Blvd.
Shiprock, NM 87420

Phone: (505) 210-7070
Fax: (505) 210-7009

To: Coyote Canyon Rehabilitation Center Address: Coyote Canyon, NM 87325	Contact: Phone: (505) 735-2004 Fax:
Project Name: Underground Utilities Upgrade Project Location: Coyote Canyon, Brimhall, NM	Bid Number: Bid Date:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
10	Mobilization	1.00	LS	\$6,213.90	\$6,213.90
20	Replace Existing Waterline	1.00	LS	\$109,526.91	\$109,526.91
30	Remove/Install Sewer System	1.00	LS	\$56,740.67	\$56,740.67
40	Upgrade Existing Electrical System	1.00	LS	\$179,552.32	\$179,552.32

Bid Price Subtotal: \$352,033.80

Total Navajo Nation Sales Tax 6.00%: \$21,122.03

Total Bid Price: \$373,155.83

Notes:

Price is based on the following:

1. NECA's Standard Wage Rates.
2. NECA Excludes any engineering and surveying.
3. Project Owner will determine where to dispose of removed facilities.
4. Navajo Nation Sales Tax (6%) is included.
5. This proposal is good for Thirty (30) Days, thereafter, price will be revised reflecting any price increases.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Navajo Engineering And Construction Authority

Authorized Signature: Ammerson Barber
Digitally signed by Ammerson Barber
Date: 2023.08.24 12:39:12 -06'00'

Estimator: Ammerson Barber
505-210-7025 Ammerson@navajo.net

Navajo Engineering And Construction Authority

P.O. Box 969
No. 1-Uranium Blvd.
Shiprock, NM 87420

Phone: (505) 210-7070
Fax: (505) 210-7009

To: Coyote Canyon Rehabilitation Center Address: Coyote Canyon, NM 87325	Contact: Phone: (505) 735-2004 Fax:
Project Name: Coyote Canyon Rehabilitation Center Parking Lot 2019 Project Location:	Bid Number: Bid Date:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
100	Mobilization	1.00	LS	\$32,000.00	\$32,000.00
200	Mill Existing Asphalt	6,432.00	SY	\$6.25	\$40,200.00
300	Drainage Grading	1.00	LS	\$7,200.00	\$7,200.00
400	Additional Base Course	230.00	TON	\$52.00	\$11,960.00
500	Parking Lot Pavement	7,580.00	SY	\$17.00	\$128,860.00
600	Parking Lot Striping	1.00	LS	\$4,700.00	\$4,700.00
700	Adjust Sewer Manhole	2.00	EACH	\$850.00	\$1,700.00

Bid Price Subtotal: \$226,620.00

Total Navajo Nation Sales Tax 6.00%: \$13,597.20

Total Bid Price: **\$240,217.20**

Notes:

- 1. NECA will mill the existing parking lot asphalt and process the milling with the existing aggregate base course and utilized as a sub-base for the new pavement. Additional 4" thick aggregate base course will be required on the access road on the northwest side and on the north side where bus and vans are being parked. We will mill up to the existing concrete sidewalks and concrete slabs.
- 2. The parking lot will be paved with one lift of 2" thick of the standard 1/2" hot asphalt concrete pavement mix. The aggregate base course and the asphalt will be purchased from Vernon Hamilton Construction Company, Gallup, New Mexico.
- 3. The pavement proposal includes approximately 60 each concrete parking bumpers.
- 4. Excess material from grading the drainage will be wasted within the compound.
- 5. Our Mobilization cost also includes surveying, traffic control and the cost to buy water from the Navajo Nation.
- 6. If necessary NECA will adjust the 2 manholes within the parking lot to match the finished grade of the pavement.
- 7. Prevailing wage rates was not provided for this project, therefore our proposal is based on using NECA's internal wage rates.
- 8. Our proposal does not include any quality assurance/quality control testing for the earthwork, aggregate base course and the paving.
- 9. Our proposal excludes any engineering and permits, other than a water use permit.
- 10. Performance and payment bond is not included, if one is required add 1% to the total price.
- 11. Our proposal includes the 6% Navajo Nation taxes.
- 12. Prices are good for 60 days, after which negotiation may be required, depending on material price increases. Paving oil prices continue to be volatile and we cannot guarantee that the price for paving oil will be stable.
- 13. NECA will require a 10 days advance notice to begin work, our milling/paving crew will be performing some work for the Navajo Nation shortly.

Payment Terms:

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Navajo Engineering And Construction Authority

Authorized Signature: _____

Estimator: Stan

505-368-3022 Stanley@navajo.net



NAVAJO NATION

Navajo Nation Council Fall Session

10/16/2023

01:39:20 PM

Amd# to Amd#
MOT Damon, S
SEC Nez, A

Consent Agenda: Legislations
0231-23, 0158-23, 0203-23,
0232-23, and 0230-23

PASSED

Yeas : 17

Nays : 0

Excused : 4

Not Voting : 2

Yea : 17

Arviso, S
Aseret, L
Begay, H
Charles-Newton, E
Claw, S

Damon, S
Daniels, H
Jesus, B
Johnson, C

Nez, A
Nez, R
Simonson, G
Simpson, D

Slater, C
Tolth, G
Yanito, C
Yazzie, C

Nay : 0

Excused : 4

James, V

Crotty, A

Tso, O

Notah, N

Not Voting : 2

Parrish, S

Begay, N

Presiding Speaker: Curley, C