

RESOLUTION OF THE
RESOURCES AND DEVELOPMENT COMMITTEE
of the 25th NAVAJO NATION COUNCIL - Second Year, 2024

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT; RESCINDING RDCAP-33-18 WHICH APPROVED A SAND AND GRAVEL LEASE TO SAN JUAN SAND AND GRAVEL, LLC, TO EXTRACT SAND AND GRAVEL FROM 40 ACRES, MORE OR LESS, OF NAVAJO NATION TRUST LANDS, AND AN ACCESS ROAD OF 4.3 ACRES, MORE OR LESS, OF NAVAJO NATION TRUST LANDS LOCATED WITHIN THE SAN JUAN CHAPTER VICINITY, NAVAJO NATION (SAN JUAN COUNTY, NEW MEXICO)

BE IT ENACTED:

Section One. Authority

- A. The Resources and Development Committee is a standing committee of the Navajo Nation Council. 2 N.N.C. § 500(A).
- B. The Resources and Development Committee of the Navajo Nation Council has authority to give final approval of all land withdrawals, non-mineral leases, permits, licenses, rights-of-way, surface easements and bonding requirements on Navajo Nation lands and unrestricted (fee) land. This authority shall include subleases, modifications, assignments, leasehold encumbrances, transfers, renewals, and terminations. 2 N.N.C. § 501 (B)(2).

Section Two. Findings

- A. Resolution RDCAP-33-18 AN ACTION RELATING TO RESOURCES AND DEVELOPMENT; APPROVING A SAND AND GRAVEL LEASE TO SAN JUAN SAND AND GRAVEL, LLC, TO EXTRACT SAND AND GRAVEL FROM 40 ACRES, MORE OR LESS, OF NAVAJO NATION TRUST LANDS, AND AN ACCESS ROAD OF 4.3 ACRES, MORE OR LESS, OF NAVAJO NATION TRUST LANDS LOCATED WITHIN THE SAN JUAN CHAPTER VICINITY, NAVAJO NATION (SAN JUAN COUNTY, NEW MEXICO) is attached as Exhibit A (with its Exhibit 1, the Sand and Gravel Lease).
- B. The San Juan Chapter has raised concerns about the proximity of a sand and gravel pit to residents in the community. The San Juan Chapter Resolution SANJ-2023-38 states: "The San Juan Chapter members hereby express their support and recognition that operating a gravel pit near a residential area poses severe threats to the lives, health, and well-being of the individual residing in the proposed area. Additionally, such an operation would cause significant adverse effects on the environment, vegetation, wildlife,

herbs, and above all, the air quality." The San Juan Chapter Resolution SANJ-2023-38 is attached as Exhibit B.

- C. The Sand and Gravel Lease approved by the Resources and Development Committee through RDCAP-33-18 is pending at the Bureau of Indian Affairs.

Section Three. Rescinding RDCJY-33-18

The Resources and Development Committee of the Navajo Nation Council hereby rescinds RDCJY-33-18.

CERTIFICATION

I, hereby, certify that the following resolution was duly considered by the Resources and Development Committee of the 25th Navajo Nation Council at a duly called meeting at Mentmore, (Navajo Nation) New Mexico, at which quorum was present and that same was passed by a vote of 4 in favor, 0 opposed, on this 3rd day of January 2024.

A handwritten signature in black ink, appearing to read 'Brenda Jesus', is written over the printed name and title.

Brenda Jesus, Chairperson
Resources and Development Committee
Of the 25th Navajo Nation Council

Motion: Honorable Danny Simpson

Second: Honorable Otto Tso

RDCAP-33-18

RESOLUTION OF THE
RESOURCES AND DEVELOPMENT COMMITTEE
23rd Navajo Nation Council --- Fourth Year, 2018

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT COMMITTEE; APPROVING A
SAND AND GRAVEL LEASE TO SAN JUAN SAND AND GRAVEL, LLC, TO
EXTRACT SAND AND GRAVEL FROM 40 ACRES, MORE OR LESS, OF NAVAJO
NATION TRUST LANDS, AND AN ACCESS ROAD OF 4.3 ACRES, MORE OR
LESS, OF NAVAJO NATION TRUST LANDS LOCATED WITHIN THE SAN JUAN
CHAPTER VICINITY, NAVAJO NATION (SAN JUAN COUNTY, NEW MEXICO)

BE IT ENACTED:

Section One. Authority

- A. The Resources and Development Committee is a standing committee of the Navajo Nation Council. 2 N.N.C. § 500(A).
- B. The Resources and Development Committee of the Navajo Nation Council has authority to give final approval of all land withdrawals, non-mineral leases, permits, licenses, rights-of-way, surface easements and bonding requirements on Navajo Nation lands and unrestricted (fee) land. This authority shall include subleases, modifications, assignments, leasehold encumbrances, transfers, renewals, and terminations. 2 N.N.C. § 501 (B)(2).

Section Two. Findings

- A. San Juan Sand and Gravel, LLC, 6991 E. Camelback Road, Suite B-308, Scottsdale, Arizona 85215, has submitted a request for a sand and gravel lease to occupy 40 acres and an access road right-of-way of 4.3 acres, more or less, of Navajo Nation Trust Lands. The proposed Sand and Gravel Lease is attached hereto as **Exhibit 1**. San Juan Sand and Gravel, LLC, was formerly known as Dibe Niitsa Sand & Gravel.
- B. The San Juan Sand and Gravel, LLC, has submitted its San Juan Sand & Gravel Project Proposal, dated February 7, 2017 to the General Land Development Department. The San Juan Sand & Gravel Project Proposal is made a part hereof and is attached as **Exhibit 2, with Appendices A through Q**.
- C. The proposed Sand and Gravel Lease consists of 40 acres, more or less, of Navajo Nation Trust Lands located from E/2 Section

12, Township 29 North, Range 17 West and the West/2 of Section 07, Township 29 North, Range 16 West, NMPM, San Juan County, State of New Mexico. See **Exhibit 2, Appendix C.**

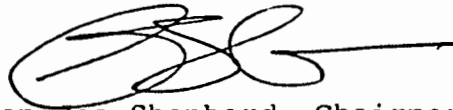
- D. The Division of Natural Resources, Navajo Land Department, Department Manager III has approved a Land Withdrawal Designation for the San Juan Sand and Gravel, LLC. The Land Withdrawal Designation is attached as attached hereto as **Exhibit 2, Appendix B.**
- E. Environmental and archaeological studies and clearances have been completed and are attached hereto and incorporated herein by this reference. The Environmental Assessment is attached hereto as **Exhibit 2, Appendix F.** The Biological Resources Survey is attached hereto as **Exhibit 2, Appendix G.** The Cultural Resources Survey is attached hereto as **Exhibit 2, Appendix H.** The Navajo Nation Environmental Protection Agency memorandum is attached hereto as **Exhibit 2, Appendix K.**
- F. The Mining Drawings and Reclamation Plan Drawings are attached hereto as **Exhibit 2, Appendix D and Appendix E.** The Evacuation Plan is attached as **Exhibit 2, Appendix L.**
- G. The San Juan Chapter supports the proposed sand and gravel pit and access road for the benefit of the community. See Resolution SANJ-2016-16 attached hereto as **Exhibit 2, Appendix A.**
- H. The San Juan Sand and Gravel, LLC, Lease for sand and gravel operations in the vicinity of San Juan Chapter has completed an Executive Official Review with various Departments and Programs providing approval and supplemental comments. Executive Official Review Document No. 007629 is attached hereto as **Exhibit 3.**
- I. The Navajo Nation Sand and Gravel Lease, **Exhibit 1**, page 3 paragraph number 11 states: "Sand and gravel material shall not be used for projects outside the Nation unless it is expressly authorized by the Resources and Development Committee of the Navajo Nation Council".
- J. The San Juan Sand and Gravel, LLC, requests express authorization by the Resources and Development Committee to authorize use of the sand and gravel material for projects inside and outside the Nation.

Section Three. Approval

- A. The Resources and Development Committee of the Navajo Nation Council hereby approves a Sand and Gravel Lease for the San Juan Sand and Gravel, LLC, for 40 acres, more or less, and an access road right-of-way of 4.3 acres, more or less, of Navajo Nation Trust Lands in the San Juan Chapter vicinity, Navajo Nation (San Juan County, New Mexico) to operate and maintain a sand and gravel pit and access road. The location is more particularly described on the survey maps attached as **Exhibit 2, Appendix C**.
- B. The Resources and Development Committee expressly authorizes the use of the sand and gravel material for projects inside and outside the Nation.
- C. The Navajo Nation hereby approves the Sand and Gravel Lease subject to, but not limited to the Terms and Conditions in the Lease attached hereto as **Exhibit 1** with the express authorization for the use of the sand and gravel material for projects inside and outside the Nation.
- D. The Navajo Nation hereby approves the Sand and Gravel Lease subject to, but not limited to the Terms and Conditions in the Lease attached hereto as **Exhibit 1**.
- E. The Navajo Nation hereby authorizes the President of the Navajo Nation to execute any and all documents necessary to implement the intent and purpose of this resolution.

CERTIFICATION

I, hereby, certify that the following resolution was duly considered by the Resources and Development Committee of the 23rd Navajo Nation Council at a duly called meeting at the Indian Wells Chapter, Indian Wells, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 4 in favor, 0 opposed, 1 abstained on this 11th day of April 2018.



Alton Joe Shepherd, Chairperson
Resources and Development Committee
of the 23rd Navajo Nation Council

Motion: Honorable Benjamin Bennett
Second: Honorable Leonard Pete



NAVAJO NATION SAND AND GRAVEL LEASE

THIS AGREEMENT for a Sand and Gravel Lease (Lease) is made and entered into this _____ day of _____, _____, by and between the Navajo Nation, whose address is Post Office Box 1910, Window Rock, Arizona 86515, and San Juan Sand and Gravel LLC herein called the Lessee and whose address is at 6991 E. Camelback Road, Suite B-308 Scottsdale, AZ 85251.

Definitions:

Sand & Gravel means: Borrow (Earth,) Sand and Natural or Processed Gravel.

Department means the Navajo Nation Minerals Department.

Navajo Nation (Nation) means the Navajo Tribe of Indians.

Secretary means the Secretary of the U.S. Department of Interior or his/her designated representative.

Performance bond means a surety bond, collateral bond or self-bond or a combination thereof, by which a lessee assures faithful performance of all the requirements this lease and mining and reclamation plan.

Reclamation means those actions taken to restore mined land as required to a post mining land use approved by the Department.

Resources Committee means the Resources Committee of the Navajo Nation Council.

Slope means average inclination of a surface, measured from the horizontal. Normally expressed as a unit of horizontal distance to vertical distance.

Stabilize means to control movement of soil, or areas of disturbed earth by modifying the geometry of the mass, or by otherwise modifying physical or chemical properties, such as by providing a protective surface coating.

Ton means 2000 pounds.

Water table means the upper surface of a zone of saturation.

The Navajo Nation hereby grants Lessee a Lease right to extract sand and gravel from E/2 of Section 12, Township 29 North, Range 17 West and the West/2 of Section 07, Township 29 North, Range 16 West, NMPM, San Juan County, State of New Mexico. The Lease occupies an area of 40 acres, more or less, and the access road right-of-way consists of 4.3 acres, more or

less. The location maps and legal descriptions of the Lease and the access road are shown in attached Exhibits A and B, respectively. The Lease shall be subject to the following terms and conditions.

1. The Lease shall be valid for a period of Five (5) years effective the date it is approved by the Secretary. This date shall be known as the Effective Date of the Lease.

2. Payments to the Nation by the Lessee:

(i) An annual advance royalty for each lease year. The first payment in the amount of Fifteen Thousand dollars (\$15,000.00) is due within ten (10) days of the Effective Date. Subsequent annual advance royalty payments are due on or before each anniversary of the Effective Date. The annual advance royalty payment shall be credited against production royalties only during the year for which the advance royalty has been paid.

(ii) A royalty at the rate of \$2.00 per ton for each ton of material removed and sold from the Lease premises. The royalty payment shall be made on a monthly basis within fifteen (15) days following the month for which the royalty is due.

(iii) Annual consideration of \$3,922.74 for the access road right-of-way. The first payment is due (unless it is paid in lump sum for the entire term of the lease) within ten (10) days of the Effective Date and all subsequent payments shall be made on or before each anniversary of the Effective Date.

(iv) The subsequent annual advance payments, the royalty rate and the right-of-way consideration (if not paid in lump sum) shall be subject to annual adjustments on each anniversary of the Effective Date. The adjustments shall be based upon the increase in the Consumer Price Index (CPI), U.S. City Average for All Urban Consumers. The CPI for February 2017 shall be used as the base for all adjustments.

3. Mining and Reclamation Plan: The Lessee shall provide a mining and reclamation plan (Plan) to the Nation and to the U.S. Department of Interior (DOI). The Lessee shall comply with all the requirements of the approved Plan). Lessee shall obtain the approval of the Nation and the DOI prior to making any changes in the approved Plan. The plan will include the area to be mined with drainage control; annual tonnage estimates for the mining area; and the planned reclamation timing to coincide with the mining. As a general rule, slopes will not exceed 5:1 and majority of the revegetation species will be native to the area.

4. Bond: The Lessee shall furnish a performance and reclamation bond for One Hundred and Sixty Thousand dollars (\$160,000.00). The Lessee shall maintain this bond at all times even if the Lease has expired or is terminated. The bond shall only be released with the written consent of the Navajo Nation. The bond may also be increased by the Navajo Nation and/or the DOI. The Lessee shall request a bond release to DOI only after the Lease has been expired or terminated and Lessee has fulfilled all its obligations, including payments to the Nation and reclamation, under the terms and conditions of this Lease.

5. **Records and Reports:** The Lessee shall maintain accurate records of all sand and gravel material extracted, stockpiled, sold and removed from the Lease and the royalty due and paid to the Navajo Nation. A copy of the records shall be provided to the DOI and the Navajo Nation Minerals Department (P.O. Box 1910, Window Rock, AZ: 86515) on a monthly basis within fifteen (15) days following the sale month. Monthly production reports must be filed even if there was no sale of material.

6. **Method of Payments:** All required payments under Section 2 of this Lease shall be made to the department, in lawful money of the United States. A copy of the payments shall be provided to the DOI.

7. **Disposition of Minerals and Surface:** The Navajo Nation expressly reserves the right to use, lease or otherwise dispose of the minerals not covered by this Lease and the surface of the lands embraced within this Lease under existing laws and laws hereinafter enacted. Lessor further reserves the right to grant additional leases for the extraction and removal of sand and gravel or for any other purposes from the lands described herein. Such disposition and use shall be subject to the prior rights of the Lessee herein to use of so much of the said surface as is necessary in the extraction and removal of sand and gravel described in accordance with this Lease.

8. **Diligence:** The Lessee shall exercise diligence in the conduct of its mining operation and the land described herein shall not be held for speculative purposes, but in good faith for the extraction of sand and gravel and shall begin operation within one (1) month of the Effective Date and shall continue production thereafter at the rate specified in the plan.

9. **No work shall commence until the mandatory mine health and safety training has been provided to the workers pursuant to 30 CFR, Part 46. The Lessee shall maintain the required training plan pursuant to the provisions of 30 CFR, Part 46. The Department shall be listed in the training plan if the Lessee wants the Department to conduct the training. The Lessee may contact the Department to arrange for the training.**

10. **The Lessee may develop, use and occupy the area under the Lease for the purpose of removing sand and gravel material. The Lessee may not develop, use or occupy the area under the Lease for any other purpose without the prior written approval of the Nation and the Secretary. Such approval of the Nation may be granted upon conditions or withheld at the sole discretion of the Nation. The Lessee may not develop, use or occupy the area under the permit for any unlawful purpose. Any unlawful use of the land within the Lease shall render the Lease void at the option of the Nation and/or the Secretary.**

11. **Sand and gravel material shall not be used for projects outside the Nation unless it is expressly authorized by the Resources Committee of the Navajo Nation Council.**

12. In all activities conducted by the Lessee within the Navajo Nation, the Lessee shall abide by all laws and regulations of the Nation and of the United States, now in force and effect or as hereafter may come into force and effect, including but not limited to the following:

- a. Title 25, Code of Federal Regulations, Parts 162 and 169;
- b. Title 30, Code of Federal Regulations, Parts 46 and 56;
- c. The Navajo Nation Mine Safety Code 18 N.N.C. § 401;
- d. All applicable federal and Nation antiquities laws and regulations, with the following additional condition: In the event of a discovery, all operations in the immediate vicinity of the discovery must cease and the Navajo Nation Historic Preservation Department must be notified immediately. As used herein, "discovery" means any previously unidentified or incorrectly identified cultural resources, including but not limited to archaeological deposits, human remains, or location reportedly associated with Native American religious/ traditional beliefs or practice.
- e. The Navajo Preference in Employment Act, 15 N.N.C. §§ 601 et seq., the Navajo Nation Business Opportunity Act, 5 N.N.C. §§ 201 et seq., and
- f. The Navajo Nation Water Code, 22 N.N.C. § et seq., Lessee shall apply for and submit all applicable permits and information to the Navajo Nation Water Resources Department, or its successor.

13. The Lessee shall ensure that the air quality of the Nation is not unduly degraded during operations by violating federal and Nation's applicable laws and regulations.

14. The Lessee shall clear and keep clear the lands within the Lease area to the extent compatible with the purpose of the Lease, and shall dispose of all vegetation and other materials cut, uprooted, or otherwise accumulated during any surface disturbance activities.

15. The Lessee shall at all times during the term of the Lease and at the Lessee's sole cost and expense, maintain the land subject to the Lease and all improvements located thereon and make all necessary reasonable repairs.

16. The Lessee shall obtain prior written permission to cross an existing permit or lease areas, if any, from the appropriate parties.

17. The Lessee shall be responsible for and promptly pay all damages when they are sustained, from actions the Lessee causes.

18. The Lessee shall indemnify and hold harmless the Nation and the Secretary and their respective authorized agents, employees, land users and occupants against any liability for loss

of life, personal injury and property damages arising from the development, use or occupancy or use of area under the Lease by the Lessee.

19. The Lessee shall not assign, convey, transfer or sublet in any manner whatsoever, the lease or any interest therein, or in or to any of the improvements on the land subject to the lease, without the prior written consent of the Nation and the Secretary. Any such attempted assignment, conveyance or transfer without such prior written consent shall be void and of no effect. The consent of the Nation may be granted, granted upon conditions or withheld at the sole discretion of the Nation.

20. The Nation may recommend termination of the Lease by DOI for violation of any of the terms and conditions stated herein.

21. At the termination of the Lease, the Lessee shall peaceably and without legal process deliver up the possession of the premises, in good condition, usual wear and tear accepted. Upon the written request from the Nation, the Lessee shall provide the Navajo, at the Lessee's sole cost and expense, with an environmental audit assessment of the premises at least thirty (30) days after completion and notification to the Nation that all required reclamation has been performed.

22. Holding over by the Lessee after the termination of the Lease shall not constitute a renewal or extension thereof or give the Lessee any rights hereunder or in to the land subject to the Lease or to any improvements located thereon.

23. The Nation and the Secretary shall have the right, at any reasonable time during the term of the permit, to enter upon the premises, or any part thereof, to inspect the same and any improvements located therein. The Nation and Secretary have further right to audit all payments due to the Nation.

24. By acceptance of the grant of Lease, the Lessee consents to the full territorial legislative, executive and judicial jurisdiction of the Nation, including but not limited to the jurisdiction to levy fines and to enter judgments for compensatory and punitive damages and injunctive relief, in connection with all activities conducted by the Lessee within the Navajo Nation or which have a proximate (legal) effect on persons or property within the Nation.

25. By acceptance of the grant of the Lease, the Lessee covenants and agrees never to contest or challenge the legislative, executive or judicial jurisdiction of the Nation on the basis that such jurisdiction is inconsistent with the status of the Nation as an Indian nation, or that the Navajo Nation government is not a government of general jurisdiction, or that the Navajo Nation government does not possess full police power (i.e., the power to legislate and regulate for the general health and welfare) over all lands, persons and activities within its territorial boundaries, or on any other basis not generally applicable to a similar challenge to the jurisdiction of a state government. Nothing contained in this provision shall be construed to negate or impair federal responsibilities with respect to the land subject to the Lease or to the Nation.

26. Any action or proceeding brought by the Lessee against the Nation in connection with or arising out of the terms and conditions of the Lease shall be brought only in the Courts of the

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

27. Nothing contained herein shall be interpreted as constituting a waiver, express or implied, of the sovereign immunity of the Nation.

28. Except as prohibited by applicable federal law, the law of the Nation shall govern the performance and enforcement of the terms and conditions contained herein.

29. The terms and conditions contained herein shall extend to and be binding upon the successors, heirs, assigns, executors, administrators, employees and agents, including all contractors and subcontractors, of the Lessee, and the term "Lessee" whenever used herein, shall be deemed to include all such successors, heirs, assigns, executors, administrators, employees and agents.

30. There is expressly reserved to the Nation full territorial legislative, executive and judicial jurisdiction over the area under the Lease and all lands burdened by the Lease, including without limitation over all persons, including the public, and all activities conducted or otherwise occurring within the area under the Lease and all lands burdened by the Lease shall be and forever remain Navajo Indian Country for purposes of Navajo Nation jurisdiction.

31. The Lessee is required to maintain and submit a certificate issued by an insurance company authorized to do business in the United States, and on the Navajo Nation, certifying that the applicant has a public liability insurance policy in force for the mining and reclamation operations pursuant to this Lease. Such policy shall provide for personal injury and property damage protection in an amount adequate to compensate any person injured or property damaged as a result of the mining and reclamation operations, including the use of explosives. Minimum insurance coverage for bodily injury and property damage shall be \$ 500,000 for each occurrence and \$1,000,000 aggregate.

(a) The Policy shall be maintained in full force during the terms of the Lease and the liability period necessary to complete all reclamation requirements under the Plan.

(b) The policy shall include a rider requiring that the insurer notify the Department and DOI whenever substantive changes are made in the policy including any termination or failure to renew.

32. The Lessee shall maintain a minimum 200.00 feet buffer zone with the San Juan River.

33. All employees of the Lessee shall be thoroughly familiar with the Lessee's emergency response plan.

34. The Lessee shall obtain the permission of permittees of existing mineral, oil and gas lease holders, operators and rights-of-way permittees when crossing these leases and rights-of-way.



SAN JUAN CHAPTER

SANJ-2023-38

Rickie Nez
Council Delegate
 Sam Bee
President
 Stephen Tyler
Vice President
 Andrew Nez
Secretary Treasurer
 Herbert Uy
Long Term Member
 Clarence Uy
Young Member

RESOLUTION OF SAN JUAN CHAPTER

SUPPORTING RESOLUTION TO OPPOSE THE PROPOSED AND PREVIOUSLY INITIATED SAN JUAN SAND & GRAVEL PIT TO BE ESTABLISHED IN A 40-ACRE AREA WITHIN THE SAN JUAN CHAPTER DISTRICT, ADJACENT TO A RESIDENTIAL AREA WITH OFFICIAL HOMESITES

WHEREAS:

1. San Juan Chapter is a duly certified Chapter under the Navajo Nation Government pursuant to Resolution No. CD-86-82 and pursuant to 26 NNC §103 and is authorized to enact upon all social, economic, and community needs; and
2. There exists a significant number of families residing within and surrounding the proposed area who vehemently oppose the establishment and operation of a gravel pit near their homes and farms, citing substantial health concerns. Of particular concern is the hazardous "crystalline silica" dust, invisible to the naked eye which is emitted into the air during the rock crushing process will stay in the air for 12 days. This contaminated air poses major health risks such as heart disease, stroke, lung problems, COPD, and eye issues. The children are very vulnerable to these health risks and other vulnerable populations.
3. The operation of the gravel pit would result in high noise levels, disrupting sleep patterns, invading privacy, and causing significant noise due to the utilization of various equipment most notably the crushing machine.
4. The continuous disruptions caused by frequent truck traffic to and from the gravel site, coupled with the emission of fuel, oil, and dust, will significantly impact and diminish the quality of life in the affected residential areas.
5. The environmental impact of the proposed gravel pit would result in a profound environmental impact, including vegetation disturbance, displacement of wildlife, and harm to the San Juan River's delicate ecosystem, endangering aquatic life, fish, and plants. Once the reclamation process begins, the area will bear irreversible changes. As stewards of the land, we have an unwavering commitment to its preservation, protection, and hold a profound responsibility to honor and protect it.
6. The anticipated economic impact resulting from the gravel pit operation is minimal. With limited opportunities for career advancement associated with gravel pit operation, neither the resident nor the Chapter will significantly benefit from the revenue generated. It is unjust to subject the residents to the negative consequences while reaping only minimal economic rewards.
7. The Navajo Nation is vast, with numerous isolated areas suitable for establishing gravel pits providing amply alternative away from current residential settlements. We must prioritize the well-being and safety of our families when selecting appropriate locations.

NOW, THEREFORE, BE IT RESOLVED THAT:

The San Juan Chapter members hereby express their support and recognition that operating a gravel pit near a residential area poses severe threats to the lives, health, and well-being of the individual residing in the proposed area. Additionally, such an operation would cause significant adverse effects on the environment, vegetation, wildlife, herbs, and above all, the air quality.

CERTIFICATION

We hereby certify that the foregoing resolution was duly considered by San Juan Chapter at a duly called meeting at San Juan Chapter, (New Mexico) Navajo Nation, at which a quorum was present and that same was passed by a vote of 15 in favor, 2 opposed, and 9 abstained on this 13th day of June 2023.

Motion by: Keith Tso

Second by: John Tso

Rickie Nez, Council Delegate


Sam Bee, Chapter President


Sophina Tyler, Vice-President


Audrey Nez, Chapter Secretary/Treasurer

