LEGISLATION SUMMARY

Tracking No. 0043-22

Date: March 3, 2022

Re: **AN ACT RELATING TO THE RESOURCES AND DEVELOPMENT, BUDGET AND FINANCE, AND NAABIK'ÍYÁTI' COMMITTEES, AND TO THE NAVAJO NATION COUNCIL; APPROVING $437,947 OUT OF THE SÍHASIN FUND TO PURCHASE A NEW MOTOR GRADER FOR SAWMILL CHAPTER AND TO PURCHASE A NEW BACKHOE FOR RED LAKE CHAPTER; APPROVING THE RELATED EXPENDITURE PLANS PURSUANT TO 12 N.N.C §2501 – §2508**

Purpose: TO APPROVE $437,947 OUT OF THE SÍHASIN FUND TO PURCHASE A GRADER FOR SAWMILL CHAPTER AND A BACKHOE FOR RED LAKE CHAPTER.

OLC No. 21-413-1

5-DAY BILL HOLD PERIOD: J Johnson
Website Posting Time/Date: 6:23pm; 03-03-22
Posting End Date: 03-08-22
Eligible for Action: 03-09-22

Resources & Development Committee
Thence
Budget & Finance Committee
Thence
Naabik'íyáti' Committee
Thence
Navajo Nation Council

PROPOSED NAVAJO NATION COUNCIL RESOLUTION
24th NAVAJO NATION COUNCIL - Fourth Year, 2022

Introduced by:

W C Slivo

(Prime Sponsor)

Tracking No. 0043-22

AN ACT

RELATING TO THE RESOURCES AND DEVELOPMENT, BUDGET AND FINANCE, AND NAABIK'ÍYÁTI' COMMITTEES, AND TO THE NAVAJO NATION COUNCIL; APPROVING $437,947 OUT OF THE SÍHASIN FUND TO PURCHASE A NEW MOTOR GRADER FOR SAWMILL CHAPTER AND TO PURCHASE A NEW BACKHOE FOR RED LAKE CHAPTER; APPROVING THE RELATED EXPENDITURE PLANS PURSUANT TO 12 N.N.C §2501 – §2508

BE IT ENACTED:

SECTION ONE. AUTHORITY

A. The Resources and Development Committee is a standing committee of the Navajo Nation Council with oversight authority over all 110 Navajo Nation Chapters. 2 N.N.C. §500(C) and 26 N.N.C. §102.

B. 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).

C. 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).

D. 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.

E. 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; . . .
>
> 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.

F. 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).

G. The Síhasin Fund 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 Sawmill Chapter is requesting $317,947 out of the Síhasin Fund for the purchase of a new motor grader for the Chapter, which is needed for grading, leveling, and repairing road in the community. The Sawmill Chapter explains its need and request for funds in Resolution

No. SAW-09-13-2021--02, dated September 13, 2021, attached as **EXHIBIT A**.

B. The Sawmill Chapter has provided several price quotes for the motor grader, as well as a detailed description of the vehicle and appurtenant equipment. **EXHIBIT B**.

C. Allocation of the $317,947 as requested by the Sawmill Chapter meets the criteria for Síhasin expenditures because the proposed expenditure involves the improvement of transportation infrastructure that supports economic and community development, as described in 12 N.N.C. §2502(A)(1).

D. The Red Lake Chapter is requesting $120,000 out of the Síhasin Fund for the purchase of a new backhoe for the Chapter, which is needed for burials, irrigation projects, and repairing roads in the community. The Red Lake Chapter explains its need and request for funds in Resolution No. RLC-08-21-34, dated August 18, 2021, attached as **EXHIBIT C**.

E. The Red Lake Chapter has provided a price quote for the backhoe, as well as a detailed description of the vehicle and appurtenant equipment. **EXHIBIT D**.

F. Allocation of the $120,000 as requested by the Red Lake Chapter meets the criteria for Síhasin expenditures because the proposed expenditure involves the improvement of transportation and water infrastructure that supports economic and community development, as described in 12 N.N.C. §2502(A)(1).

SECTION THREE. APPROVING $437,947 OUT OF THE SÍHASIN FUND FOR THE PURCHASE OF VEHICLES AND RELATED EQUIPMENT FOR SAWMILL CHAPTER AND RED LAKE CHAPTER; APPROVING THE RELATED EXPENDITURE PLANS

A. In accordance with 12 N.N.C. §2505(A), the Navajo Nation hereby approves $317,947 out of the Síhasin Fund for the purchase of a new motor grader and appurtenant equipment for the Sawmill Chapter, as explained in this Act.

B. The Navajo Nation hereby approves the Expenditure Plan for the purchase of a new motor grader and appurtenant equipment for the Sawmill Chapter, as described in the attached **EXHIBIT A** and **EXHIBIT B**.

C. In accordance with 12 N.N.C. §2505(A), the Navajo Nation hereby approves $120,000 out of the Síhasin Fund for the purchase of a new backhoe and appurtenant equipment for the

Red Lake Chapter, as explained in this Act.

D. The Navajo Nation hereby approves the Expenditure Plan for the purchase of a new backhoe and related equipment for the Red Lake Chapter, as described in the attached **EXHIBIT C** and **EXHIBIT D**.

E. The total amount of $437,947 in Síhasin funds approved in this Act may be further leveraged by bond or loan financing pursuant to the Navajo Nation Bond Financing Act (12 N.N.C. §1300 *et seq*., as amended), using Síhasin Fund earnings for repayment and financing costs, upon approval of the Budget and Finance Committee and upon further approval by a two-thirds (2/3) vote of the full membership of the Navajo Nation Council.

F. The Controller shall determine whether the source of the $437,947 approved herein will be Síhasin Fund Principal or Síhasin Fund Income, or a combination of both.

G. The $437,947 shall be disbursed to the Navajo Nation Division of Community Development ("DCD") within twenty (20) business days after the effective date of this Act. DCD shall then arrange for use of the $317,947 for the Sawmill Chapter and the $120,000 for the Red Lake Chapter, for the vehicle/equipment purchases described in EXHIBITS A-D, according to DCD's payment procedures for vehicle purchases for chapters not certified under the Local Governance Act (26 N.N.C. §1 - §2005).

H. Each Chapter shall be responsible for complying with the Expenditure Plans for the Síhasin funds approved herein, as shown in the attached EXHIBITS A-D.

I. Each Chapter shall be responsible for the proper operation, regular maintenance, and necessary repairs, of its purchased vehicle and all related equipment, which responsibility includes ensuring that all vehicle operators are properly trained and licensed. Also, each Chapter shall obtain appropriate liability and/or comprehensive insurance coverage for its purchased vehicle and/or equipment, as may be instructed by DCD, which insurance shall be maintained for the useful life of the vehicle or equipment.

J. Any and all savings or unused amounts of the Síhasin funds approved herein shall be immediately returned to the Síhasin Fund Principal once the purchases described herein are completed, or upon the reversion deadline in Section Three (K) below.

K. The $437,947 shall not lapse on an annual basis, which would otherwise occur pursuant to 12 N.N.C. §820(N). However, any Síhasin funds not spent or encumbered within six (6)

months of the date DCD receives the approved $437,947 shall then immediately revert to the Síhasin Fund Principal, unless otherwise approved by both the Resources and Development Committee and the Naabik'íyáti' Committee of the Navajo Nation Council.

L. The Síhasin Fund shall be reimbursed the $437,947 amount approved herein, from funds available to the Navajo Nation from any and all state and federal sources, including Congressional appropriations under the American Rescue Plan Act of 2021 or other COVID-19-related relief, so long as the Chapter expenditures described herein are deemed eligible under such COVID-19-related or other funding sources.

SECTION FOUR. EFFECTIVE DATE

This Act and the Expenditure Plans approved herein shall become effective pursuant to 12 N.N.C. §2505.

SECTION FIVE. SAVING CLAUSE

If any portion of this Act 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 Act shall be the law of the Navajo Nation.

Woodie Bennett, President
Lewis Shirley, Vice President
Laurita Begay, Sec/Treasurer
Tom Billiman, Grazing Representative
Wilson Stewart Jr. Council Delegate

Sawmill Chapter
P.O. Box 1786, Ft. Defiance, AZ, 86504
ph: (928)729-4433/4432 |fax: (928)729-4435

Shawn Livingston, Comm. Ser. Coordinator
Ronald Deschinny, Account Maint. Specialist
Angela Brown, Administrative Assistant
Patreva Benally, CHR
Rudi John Senior Center Spv.

EXHIBIT A

RESOLUTION OF THE SAWMILL CHAPTER SAW-09-13-2021-02

REQUESTING THE BUDGET & FINANCE COMMITTEE, RESOURCES & DEVELOPMENT COMMITTEE, NAABIK' IYATI COMMITTEE, THE 24TH NAVAJO NATION COUNCIL AND THE DIVISION OF COMMUNITY DEVELOPMENT TO APPROPRIATE FUNDS OF $317,947.00 FROM THE NAVAJO NATION SIHASIN FUNDING TO PURCHASE A NEW MOTOR GRADER EQUIPMENT FOR SAWMILL CHAPTER AND TO ENSURE PROGRAMMATIC DAILY OPERATIONS AND COMPLY WITH THE FIVE MANAGEMENT SYSTEM POLICIES AND PROCEDURES.

WHEREAS:

1. The Sawmill Chapter, a recognized certified local government of the Navajo Nation, vested with the power and authority to advocate on behalf of its constituents for the improvement of health, education, safety, and general welfare; and
2. The Budget and Finance Committee of the Navajo Nation Council is empowered to review and recommend to the Navajo Nation Council the budgeting, appropriation, investment, and management of all funds. 2 N.N.C. section 301 (B) (2); and
3. The Resources and Development Committee of the Navajo Nation Council is empowered to provide oversight over chapter activities, as well as oversight over community and economic development on the Navajo Nation. 2 N.N.C. section 501 (C) (1); and
4. The Navajo Nation Code provides that the purpose of the Navajo Nation Sihasin funds is as follows: A. The purpose of this fund is 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
5. Pursuant to Navajo Nation Council resolution CAP-35-18, the Sihasin funded power line and chapter projects expenditure plan, which combined the undersigned unreserved fund balance and Sihasin funded totaling $100,000,000.00 that was divided equally among the twenty-four Council Delegates district equaling $4,1666,666.67 per district; and
6. The Sawmill Chapter received $1,041,666.67 from the Navajo Nation Sihasin funding for power line extension, bathroom addition, chapter renovation, N-7 road repairs; and
7. The Sawmill Chapter is in dire need of a new motor grader equipment to be utilized for leveling and repairing roads for the community; and
8. The Sawmill Chapter has submitted price quotations to purchase a new motor grader equipment through the CARES ACT funding in early 2020, and also for the Navajo Nation Sihasin funding allocation for equipment, but the chapter's request was never considered for funding; and
9. The Sawmill Chapter has collected price quotations (Attached) again from various vendors to purchase a new motor grader equipment for the chapter.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The Sawmill Chapter hereby requests the Budget & Finance Committee, Resources and Development Committee, Naabik' iyati Committee, the 24th Navajo Nation Council and the

Sawmill Chapter

P.O. Box 1786, Ft. Defiance, AZ, 86504
ph: (928)729-4433/4432 |fax: (928)729-4435

Division of Community Development to appropriate funds of $317,947.00 from the Navajo Nation Sihasin funding to purchase a new motor grader equipment for Sawmill Chapter.

2. The Sawmill Chapter furthermore requests the Division of Community Development to provide technical assistance in the requirements needed to request additional funds through the Sihasin funding.

CERTIFICATION

We, hereby certify that the foregoing resolution was duly considered by the Sawmill Chapter at a duly called meeting in (Navajo Nation), Arizona at which a quorum was present and that same was passed by a vote of __26__ in favor, _0___ opposed and __3__ abstained on this 13 day of September 2021.

Motioned by: __Rita Bia_____

Seconded by: __Annarita Begay_____

Woodie Bennett, President

4RIVERS EQUIPMENT

EXHIBIT B

Albuquerque NM * Cheyenne WY * Colorado Springs CO * El Paso TX * Farmington NM * Fort Collins CO
Frederick CO * Greeley CO * Hobbs NM * Holly CO * Lamar CO * Pueblo CO * Rocky Ford CO * Strasburg CO

www.4RiversEquipment.com

QUOTATION

To: Navajo Nation Sawmill Chapter

Date: 8.30.2021
FOB: Chapter
Delivery Date: 60-90-days ARO

Attention: Mr. Tim Begay **(Quotation Void after 30-Days)**

1 each New 2022 John Deere 672G All Wheel (6WD) Motor Grader Equipped With: 9.0L Engine (548 cu. in.) displacement (240 VHP) Final Tier 4 Emissions, 200 Amp Alternator, Antler Rack Controls (traditional), Steering Wheel, Hydraulic Pump Disconnect, *JD Link Ultimate 5Yr. Service*, Blade Impact Absorption System, 14'x 24"x 7/8" MB (6"CEX 5/8"), Single Input w/Slip Clutch Gearbox, 14R24 G2 3pc Rims, EH Low Cab with Open Front and Side Windows, Direct-Drive John Deere Power Shift Transmission 8FWD 8REV Gears, Transmission solenoid valve guard, Low Cab with Open Windows, Premium Air Suspension Seat with Arm Rests, Front Dozer Blade 97"X 37.6", Rear Ripper/Scarifier Combo w/9Extra SCFR Shanks and 5-rippers shanks w/teeth, Standard Lighting Package 10 Halogen with LED Brake and Tail, Converter 10/15Amp 24v To 12v, Mirrors External, Lower Front Intermittent Wiper/Washer, Radio AM/FM/WB Blue Tooth, Rear Camera, Rear Retractable Sunshade, Pedal Decelerator, LH Beacon Strobe for safety, Fire Extinguisher, SMV Sign, Engine Coolant Heater, 9L 14" Air Cleaner, Ajusting Rotary Ejector Pre-cleaner, rev. overlay end bits, Severe Duty Fuel filter/lines, ether Aid less canister, Plus All Other Standard Equipment.

Sawmill Chapter House Price using NN Governmental Discounts:	**$299,950.00**
Navajo Nation Tax 6%	**$ 17,997.00**
Grand Total with discounts and added NN Taxes:	**$317,947.00**

Machine Warranty:
12-Months Full Machine Factory Warranty, plus an additional 48-Months/3000 hours whichever occurs first of Powertrain plus Hydraulics extended warranty. FOB a 4Rivers Equipment Facility.

Operator Training:
Free of charge for training on operation and maintenance of the machine at time of delivery and whenever needed.

By: David Valdez

Accepted By:

Order Accepted By: 4 Rivers Equipment, LLC.

KSW
KOMATSU SOUTHWEST

Purchase Agreement

CONDITIONS OF SALE

1. Buyer agrees to pay the amount shown on the face of this order. All payments are due at the offices of Komatsu SW Albuquerque New Mexico.

2. Buyer agrees that Seller shall retain a security interest in and to the property sold hereunder and any additions or improvements thereto, until payment of the entire purchase price to Seller. Buyer shall execute a Uniform Commercial Code Financing Statement for filing by Seller to perfect the security interest retained in Seller. If any note is given in connection herewith, it shall evidence the indebtedness only and not full payment and the security interest retained by Seller constitutes security for the payment of amounts owing under the note. Unless otherwise provided on the face of this agreement, or any note in connection therewith, the purchase price shall bear interest at the rate of eighteen percent (18%) per annum or, if different, the highest nonusurious rate allowed by law, upon the unpaid balance, if any, until maturity and after maturity at the highest lawful rate. The security interest of Seller in the property sold hereunder shall also extend to all amounts owing under the terms of this contract, including, without limitation, interest, court costs and attorneys fees if incurred by Buyer. Upon delivery of the equipment purchased hereunder, Buyer agrees to execute

such notes, security agreements, financing statements and other documents requested by Seller to evidence the obligation and security interest provided herein. Seller's security interest includes proceeds of collateral, if any.

3. Buyer shall not sell, pledge or mortgage the property described herein, nor sell or assign this contract, without Seller's written consent.

4. The property shall remain personal property; not become a part of the real estate and shall not be removed from the county where shipped without Seller's written consent.

5. Buyer agrees to procure forthwith and maintain fire insurance with extended or combined additional coverage on the property for the full insurable value thereof for the life of this contract and promptly deliver each policy to Komatsu SW or assigns with a standard long form endorsement attached thereto, showing loss payable to Komatsu SW, and assigns as respective interest may appear; acceptance of policies in lesser amounts or risks shall not be a waiver of Buyer's foregoing obligations.

6. All risks of loss, damage or destruction shall at all times be on Buyer and shall not release Buyer from his obligation to pay the purchase price.

7. Buyer agrees to pay promptly all taxes, assessments, license fees and other public or private charges when levied or assessed against the property, or this contract, or any accompanying note, and to satisfy all liens against the same.

8. This instrument shall constitute the entire agreement between the parties and shall not become a contract until approved and accepted by an officer of the Seller; and shall be subject to strikes, lockouts, accidents, fire, delays in manufacture or transportation, acts of God, embargoes, or governmental action or any other cause beyond the control of Seller, the occurrence of which shall absolutely absolve the Seller from any liability hereunder.

9. All shipments are F.O.B. shipping point unless otherwise expressly stated on the face of this order. All trade-in allowances are on the basis of equipment delivered to the yard of Komatsu SW, at Albuquerque, New Mexico. Buyer warrants that equipment traded in is free from any and all encumbrances unless otherwise noted on the face of this order.

10. "IF THE PROPERTY SOLD HEREUNDER IS USED, IT IS SOLD "AS IS" AND IS NOT GUARANTEED AS TO CONDITION. IF THE EQUIPMENT IS NEW, IT IS GUARANTEED ONLY TO THE EXTENT OF THE MANUFACTURER'S WARRANTY, AND SELLER MAKES NO WARRANTY AS TO MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY WHICH EXTENDS BEYOND THE DESCRIPTION ON THE FACE HEREOF."

11. Time is of the essence in this contract. If any of Buyer's debt be not paid promptly when due or if the property be removed or disposed of or encumbered or if other breach occurs, all unpaid sums shall, at the option of the Seller, become immediately due and payable, and Buyer agrees to return the property on demand, and, to the extent permitted by law, Seller or assigns may without notice or legal process enter any premises where the property may be and take possession of it and retain all prior payments as partial compensation for its use, and the property may be sold with or without notice at private or public sale, with or without having the property at the sale, at which Seller or its assigns may purchase, and the proceeds thereof, less expenses of retaking, repairing, holding, reselling and reasonable attorney's fees, credited upon the amount unpaid, and Buyer will pay the balance forthwith as liquidated damages for the breach of this contract, any surplus, however, to be paid to Buyer.

12. Seller shall not be held liable or responsible for any damages, whether on account or personal injuries or otherwise, suffered or sustained in the operation of the property, nor for any damages resulting to the Buyer by reason of any delays or alleged failure of said property to operate.

13. Buyer agrees to pay reasonable attorney's fees and court costs for the enforcement of Seller's right after Buyer's default.

14. Seller's responsibility for shipments ceases upon delivery to transportation company, and any claims for shortages, delays or damages occurring thereafter shall be made by the Buyer directly to the transportation company. Any claims against the Seller for shortages in shipments shall be made within fifteen (15) days after receipt of shipment.

15. If Buyer by his conduct or notice breaches any of the terms of this contract, Seller shall be entitled to retain any advanced deposit as liquidated damages without any restriction on the Seller to institute legal action for actual damages sustained as the result of the breach which are in excess of the deposit so forfeited.

16. Failure of Seller to declare any default by Buyer or to enforce any term of this contract shall not constitute a waiver of the right of Seller to enforce any term hereof or to declare any default (including that not enforced or declared) in the future; all of Buyer's rights hereunder are cumulative and not alternative. If Seller assigns this contract, it shall not be assignee's agend for any purpose; Buyer will settle all claims, defenses, set-offs and counterclaims it may have directly with Seller, and not set up any thereof again Seller's assignee. No waiver, or change in this contract or any related instruments, shall bind such assignee unless in writing signed by one of Seller's officers.

17. Any controversies shall be settled, or litigated under the applicable law of the State of New Mexico, and any litigation shall be tried by the Courts of Bernalillo County, New Mexico, exclusively.

18. The Purchaser agrees that the Seller shall not be responsible for delays or failure to supply said property due to strikes, manufacturer's production, fire, war conditions, governmental actions or other causes beyond its control, nor for damages of loss during transportation. Acceptance of delivery from the carrier by Purchaser shall constitute a waiver of all claims for damage or delay from whatsoever cause.

Purchase has read, understands, and acknowledges that this contract is also subject to the terms and purchaser grants seller a security interest in the above equipment until payment in full of purchase price. Acceptance must be signed by authorized representative of Seller to be effective

_____ _____

Company Date

_____ _____

Signature of Purchaser Title

Accepted by Komatsu SW by: _____

Asa Oakes, Equipment Salesman

Office • Fax • 505-860-7139 Cell

asa.oakes@Komatsusw.com www.KomatsuSW.com

KSW
KOMATSU SOUTHWEST

Purchase Agreement

Albuquerque
6101 Pan American W Freeway NE
Albuquerque NM 87109
(505) 345-8383

Farmington
901 Troy King Road
Farmington NM 87401
(505) 324-8601

Carlsbad
4520 National Parks Hwy
Carlsbad NM 88220
(575) 628-8301

El Paso
1181 Burgundy Dr.
El Paso TX 79907
(915) 872-1001

Navajo Nation Sawmill Chapter

Attn: Ron Deschinny

Doc # AO-1554
Date 11/03/2020
F.O.B
Terms

2020 KOMATSU GD655-6	TBD	TBD	$285,416.00

Machine Specifications:

GD655-6 MOTOR GRADER
SUS SEAT (FABRIC) - KAB (411)
T&R 17.5 X 25 XTLA RADIAL - FRONT
T&R 17.5 X 25 XTLA RADIAL - REAR
PUSH PLATE
MOLDBOARD 14' X 26" X 1"
REAR-MOUNTED RIPPER/SCARIFIER ASSEMBLY

Attachments:

CASH Deal

Warranty: One year unlimited hour full machine warranty included

KCARE 2000 hours or 3 year Maintenance included

Asa Oakes, Equipment Salesman
•,
Office • Fax • 505-860-7139 Cell
asa.oakes@Komatsusw.com www.KomatsuSW.com

KSW
KOMATSU SOUTHWEST

Purchase Agreement

Equipment Subtotal	$285,416.00
Less Discounts	$ 0.00
Less Trade-Ins	$ 0.00
Less Rent Paid	$ 0.00
Less Interest Paid	$ 0.00
Less Down Payment	$ 0.00
Subtotal	$285,416.00
Sales Tax	$ 0.00
Filing Fee	$ 350.00
Total Balance Due	$285,766.00

**(Plus applicable sales tax, freight, and interest)*

Asa Oakes, Equipment Salesman
•,
Office • Fax • 505-860-7139 Cell
asa.oakes@Komatsusw.com www.KomatsuSW.com

Sandhills ShowRoom - Komatsu

2020 KOMATSU GD655-7

For Sale Price: Call







Description

Komatsu
Motor Grader
Model GD655-7

Standard
ENGINE AND ITS RELATED ITEMS:
•Accelerator and electric throttle control
•Air cleaner, double element with dust indicator
•Air intake extension
•Antifreeze -22 F(-30C)
•Auto-idle Shutdown
•Hydraulic driven, reversing, cooling fan,blower type, plastic blade, with fan gu
•Engine, Komatsu SAA6D107E-3, 145 to 218 VHP EPA Tier 4 Final certified, t
•Fuel line pre-filter
•KDPF - After-Treatment Assembly Consisting of KDOC and KCSF
•Secondary Engine Shutdown Switch
•Selective Catalytic Reduction (SCR) System

ELECTRICAL SYSTEM:
•Alarm, backup
•Alternator, 140 Ampere, (24V)
•Batteries, Extreme duty, 2 x 12V, 1146 cca each
•Battery, disconnect switch
•Dome light cab
•Headlights,(2) halogen type, front bar mounted

Not on the lot.

•Horn, electric
•Indicator lights:
- Battery charge
- Blade float
- Brake oil pressure
- Cooling fan reverse mod
- Differential lock
- Differential oil temperatur
- Dual power mode, economy and power
- Engine oil pressure
- Engine RPM set
- Lift arm lock
- Lights, high beam
- Parking break
- Transmission system electrical circuit
•Lights, backup, stop, directional
•Starter 5.5kW
•Working light, front(4) and rear(2)
•Working light ,(4)cab mounted flood type

OPERATOR ENVIRONMENT
•12V (10A) power port
•Air conditioner (R134a) with heater
•AM/FM radio with Aux input
•Cab: low profile with ROPS/FOPS Level II (SAE J1040, J2311)
•Console, adjustable with instrument panel monitoring system
•Electric defroster rear window
•Electronic height adjustable LH and RH consoles
•Mirrors: interior cab, right and left exterior mirrors
•Multi-monitor with 7" LCD Display
•Rearview Camera and Monitor
•Sound suppression,74 Dba at operators ear with floor mat with tinted windows, front, rear and door intermittent •wiper/washers

POWER TRAIN
•Dual mode transmission (8F-4R) power shift direct drive and torque converter with auto shift
•Electronic gear shift lever
•Axle, rear full floating, planetary type reduction
•Service brakes, fully hydraulic wet disc
•Parking brake, spring apply, hydraulic release dry disc
•Differential, manual lock/unlock
•Tires and rims: 17.5R25 radials on one-piece 13" rims (6)

WORK EQUIPMENT AND HYDRAULICS
•Blade accumulators
•Blade lift float, detent type, LH and RH
•Circle, drawbar mounted, 360° rotation with blade lift and circle side shift with anti-drift check valves
•Circle slip clutch
•Low-effort electronic proportional control levers (joysticks)
•Greaseless circle wear plates
•Hydraulic control valve, 2-5 valve sections
•Hydraulic system, closed center, load sensing
•Steering, full hydraulic with tilt steering wheel plus leaning front wheels and frame articulation with anti-drift check valves. Steering lever/joystick provided

OTHER STANDARD EQUIPMENT
•Komtrax - Level 5
•Precleaner, Turbo II

Investment Proposal (Quote)

JOHN DEERE

RDO Equipment Co.
5500 East Penstock Avenue
Flagstaff AZ, 86004
Phone: (928) 526-0639 - Fax: (928) 526-2498

Proposal for:
SAWMILL CHAPTER
PO BOX 1786
FORT DEFIANCE, AZ, 865041786
APACHE

Investment Proposal Date:	10/20/2020
Pricing Valid Until:	11/19/2020
Deal Number:	1374462
Customer Account#:	4432002
Store Manager:	Adam Whitford
Phone:	(928) 526-0639
Fax:	
Email:	awhitford@rdoequipment.com

Equipment Information

Quantity	Serial Number / Stock Number	Hours (approx.)	Status / Year / Make / Model / Additional Items	Cash Price
1	X953057		New 2020 JOHN DEERE 672G	$290,160.98
			Freight Out to Chapter	

Equipment Subtotal: **$290,160.98**

Purchase Order Totals

Balance:	$290,160.98
Tax Rate 3: (AZNA 6%)	$17,409.66
Sales Tax Total:	$17,409.66
Sub Total:	$307,570.64
Cash with Order:	$0.00
Balance Due:	**$307,570.64**

RONALD DESCHINNY
NAVAJO CHAPTERS

11/02/2020

Dear Ronald, On behalf of Empire Machinery and Caterpillar Inc., we are pleased to quote the following.

New Caterpillar 140 Motor Grader (GMP pricing)

Standard Equipment

POWERTRAIN
Air cleaner, dual stage dry type radial seal with service indicator and automatic dust ejector
Air-to-air after cooler (ATAAC)
Belt, serpentine, automatic tensioner
Brakes, oil disc, four-wheel, hydraulic
Demand fan, hydraulic
Differential, lock/unlock, Automatic
Drain, engine oil, ecology
Electronic over-speed protection
Parking brake, multi-disc, sealed and oil cooled.
Sediment drain, fuel tank.
Transmission, 8 speed forward and 6 speed reverse, power shift, direct drive
VHP Plus (Variable Horse Power Plus)

ELECTRICAL
Alarm, back-up
Alternator, 150 ampere, sealed
Batteries, maintenance free, heavy duty, 1125 CCA
Breaker panel, ground accessible
Electrical hydraulic valves
Electrical system, 24V
Grade Control Ready (Cab harness, software, electrical hydraulic valves, bosses and brackets)
Lights, reversing
Lights, roading, roof-mounted, stop and tail, LED
Starter, electric

OPERATOR ENVIRONMENT
Air Conditioning with heater
Articulation, automatic return to center
Centershift pin indicator
Display, digital speed and gear
Doors, left and right side with wiper
Gauge, machine level
Gauges (analog) inside the cab (includes fuel, articulation, engine
Mirror, inside rearview, wide angle
Power port, 12V
Radio ready, entertainment
ROPS cab, sound suppressed - 69dB(A) - ISO 6394
Seat,cloth-covered, comfort suspension
Storage area for cooler/lunchbox
Throttle control, electronic
Windows laminated glass:
-Fixed front with intermittent wiper
-Door with intermittent wipers (3)
Windows tempered:
-Left and right side wipers
-Rear with intermittent wiper
Cab storage

SAFETY AND SECURITY
Clutch, circle drive slip
Doors, 2 engine compartment, (two left hand, two right hand) locking
Doors, 2 service, left and right locking
Ground level engine shutdown
Hammer (emergency exit)
Horn, electric
Lockout, hydraulic implement (for roading and servicing)
Seat belt, retractable 76.2 (3")
Secondary steering
Tandem walkway/guards

TIRES, RIMS, AND WHEELS
A partial allowance for tires on 254mm x 609.6mm (10" x 24") multi-piece rims is included in the base machine price and weight.

FLUIDS
Antifreeze
Extended life coolant -35C/-30F

OTHER STANDARD EQUIPMENT
Accumulators -brake -dual certified
Drawbar,6 shoe w/replaceable wear strips
Fluid check, ground level

coolant temp, engine RPM,
and hydraulic oil temp, DEF/AdBlue)
Joystick, adjustable armrests
Joystick gear selection, hydraulic
power steering hydraulic controls
(right/left, blade lift w/ float
position, blade sideshift and tip,
circle drive, centershift, front wheel
lean and articulation and steering)
Lights, night time cab
Messenger operator information system
Meter, hour, digital

Fuel tank, 398 liters (105 gallon)
Ground level fueling
DEF/AdBlue Tank, 21 liters (5.5 gallon)
Hydraulic lines for base functions
Pump, hydrailic, high capacity
(98cc / 15 cu in)
Radiator, cleanout access
(both sides with swing doors)
SOS ports - engine -hydraulic
-transmission -coolant -fuel
Tool box
Debris guard

Configured as Follows:

One is ready.

OPERATOR TRAINING, NO CHARGE
RIPPER/SCARIFIER
ACCUMULATORS, BLADE LIFT
ENGINE, TIER IV
BASE + 1 (RIP)
LIGHTS, ARM, FOLD DOWN
CAB, PLUS (STANDARD GLASS)
150 AMP ALTERNATOR
STANDARD GLASS
INCLUDES:
RADIO,12V,AM/FM CD/MP3 BLUET
CONVERTER,COMMUNICATION(CB)
SEAT BELT W/INDICATOR
CAT GRADE, ARO, TND
JOYSTICK CONTROLS, ADVANCED
FAN, STANDARD, TND
GUARD GP, HITCH
ANTIFREEZE WINDSHIELD WASHER
LANGUAGE, ENGLISH
LIGHTS, WORKING, PLUS, HALOGEN
CAMERA, REAR VISION
GUARD, TRANSMISSION
PUSH PLATE, COUNTERWEIGHT
SHANKS/TEETH, RIPPER/SCARIFIER

TIRES, 17.5R25 BS VKT * D2A MP
COOLANT, 50/50, -35C (-31F)
FUEL ANTIFREEZE, -25C (-13F)
DECALS, ENGLISH (U.S.)
HEADLIGHTS,FRONT, LOW, HALOGEN
MIRRORS, OUTSIDE MOUNTED
CIRCLE SAVER
TOOTH, STRAIGHT

Warranty

7 Yr 7000 Hr Premier (WITH 12-MONTHS TRAVEL COVERAGE) Premier ESC The most comprehensive coverage option, Premier ESC coverage includes Powertrain components, Powertrain+Hydraulic components, as well as additional powertrain, hydraulic, electrical and structural components. COVERED Radiator and muffler Underacarriage non-moving components External hoses and lines for oil, water and air Transmission pumps, controls and valves Hydraulic brake system components Electric system Machine electronic controls Drive train electronic controls EXCLUDED Moving undercarriage components Service items Maintenance items with other warranty statement Items not included under Standard Machine Warranty

Pricing Summary (DELIVERED NAVAJO NATION)

Sale Price:	$315,026.00
Sales Tax:	$26,556.69
Net Total:	**$341,582.69**

If you have any questions regarding this information please call me at 928-205-8747. Thank you for allowing Empire Machinery to assist with your Caterpillar equipment needs.

Arval T. McCabe
PRESIDENT
Roger L James
VICE PRESIDENT
Loberta Redhouse
SECRETARY/TREASURER
Wilson Stewart, Jr.
COUNCIL DELEGATE



Kathleen Shurley
CHAPTER COORDINATOR
Florina Howard
GRAZING COMMITTEE
MEMBER

EXHIBIT C

RED LAKE CHAPTER

RLC-08-21-34

RESOLUTION OF RED LAKE CHAPTER #18

Requesting The Budget & Finance Committee, Resources & Development Committee, Naabik' Iyati Committee, The 24th Navajo Nation Council And The Division Of Community Development To Appropriate Funds Of $120,000.00 From The Navajo Nation Sihasin Funding To Purchase A New Backhoe Equipment For Red Lake Chapter.

WHEREAS:

1. The Red Lake Chapter #18, a recognized certified local government of the Navajo Nation, vested with the power and authority to advocate on behalf of its constituents for the improvement of health, education, safety, and general welfare; and

2. The Budget and Finance Committee of the Navajo Nation Council is empowered to review and recommend to the Navajo Nation Council the budgeting, appropriation, investment, and management of all funds. 2 N.N.C. section 301 (B) (2); and

3. The Resources and Development Committee of the Navajo Nation Council is empowered to provide oversight over chapter activities, as well as oversight over community and economic development on the Navajo Nation. 2 N.N.C. section 501 (C) (1); and

4. The Navajo Nation Code provides that the purpose of the Navajo Nation Sihasin funds is as follows: A. The purpose of this fund is 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

5. Pursuant to Navajo Nation Council Resolution CAP-35-18, the Sihasin funded power line and chapter projects expenditure plan, which combined the undersigned unreserved fund balance and Sihasin funded totaling $100,000,000.00 that was divided equally among the twenty-four Council Delegates district equaling $4,1666,666.67 per district; and

6. The Red Lake Chapter received $1,041,666.67 from the Navajo Nation Sihasin funding for utility system upgrade, street improvement, new chapter complex; and

7. The Red Lake Chapter is in dire need of a new backhoe equipment to be utilized for burials, irrigation projects, leveling and repairing roads for the community; and

8. The Red Lake Chapter has submitted price quotations to purchase a new backhoe equipment through the CARES ACT funding in early 2020, and also for the Navajo Nation Sihasin funding allocation for equipment, but the chapter's request was never considered for funding; and

9. The Red Lake Chapter has collected price quotations (Attached) again from various vendors to purchase a new backhoe equipment for the chapter.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The Red Lake Chapter hereby requests the Budget & Finance Committee, Resources and Development Committee, Naabik' iyati Committee, the 24th Navajo Nation Council and the Division of Community Development to appropriate funds of $120,000.00 from the Navajo Nation Sihasin funding to purchase a new backhoe equipment for Red Lake Chapter.

2. The Red Lake Chapter furthermore requests the Division of Community Development to provide technical assistance in the requirements needed to request additional funds through the Sihasin funding.

CERTIFICATION

I, hereby certify that the foregoing resolution was duly considered by the Red Lake Chapter #18 at a duly called meeting in (Navajo Nation), New Mexico at which a quorum was present and that same was passed by a vote of 7 in favor, 0 opposed and 01 abstained on this 18TH day of **August , 2021.**

Arval McCabe
Chapter President

Motion by: **Loberta Redhouse**
Seconded by: **Bruce Zah**

4RIVERS
EQUIPMENT

EXHIBIT D

Albuquerque NM * Cheyenne WY * Colorado Springs CO * El Paso TX * Farmington NM * Fort Collins CO
Frederick CO * Greeley CO * Hobbs NM * Holly CO * Lamar CO * Pueblo CO * Rocky Ford CO * Strasburg CO

www.4RiversEquipment.com

QUOTATION

To: Navajo Nation Red Lake Chapter

Date: 08.31.2021
FOB: Chapter
Delivery Date: 30-65 Days ARO
(Quotation Void after 40-Days)

Attention: Mr. Richard Tsosie

1 Each New 2021 John Deere 310SL 4x4 Backhoe Equipped with:

John Deere Power Tech Plus Turbo Charged Engine 4045HT082 FT4 101Gross HP, Deluxe Pressurized Cab w/Heater and A/C, Air Suspension Cloth Seat, Tilt Steering Wheel, Front and Rear Window Washer/Wiper Package, 2 Lever Controls w/Extendable Dipper Stick with Heavy Duty 410L Backhoe Dig Cylinder, 1250lb. Front Counter Weight Package, Front Loader Coupler with Ride Control, 4x4 MFWD Guard Package, Axle MFWD w/Limited Slip, 1.3 Cu Yard Loader Coupler Bucket w/Bolt on Cutting Edge, 60 x 60 Coupler Forks, Dual Battery with Disconnect and Jump Post, Lockable Tool box, 12.5/80-18Front & 19.5L-24 Rear Tire Package, JD Link Ultimate (life time). Machine Monitoring System, Hi Temp/Hi Altitude Cooling Package, Rear 12 & 24" SD Buckets, Interior Mirror, Console w/Cup Holder-Left, Engine Coolant Heater, Sun Visor, Radio Basic Package, Plus All Other Standard Equipment.

Red Lake Chapter Price with Navajo Nation Governmental Discounts:	***$109,900.00***
If delivered to the Chapter then a 6%NN tax will be added.	***$6,594.00***
Total with NN would be:	***$116,494.00***

Operator Training on Operations and Maintenance Free of Charge at Dealership or Chapter House.

Warranty:
12-Months Full machine Factory Warranty, plus an additional 48-Months/3000 hours whichever occurs first of the extended powertrain plus hydraulics warranty. FOB a 4Rivers Equipment Facility.

By: David Valdez

Accepted By:

Order Accepted By: 4 Rivers Equipment, LLC.

201wa



Quote 232230-01

August 4, 2021

RED LAKES CHAPTER
PO BOX 130
NAVAJO, New Mexico 87328

Attention: Richard T

Dear Richard,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

Caterpillar Model: 420XE Backhoe Loader

STOCK NUMBER: 485923 **SERIAL NUMBER:** TBD **YEAR:** 2021 **HOURS:**

We appreciate the opportunity to extend this quote. This quote is subject to availability and is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Regards,

Don Roberts
505-320-1023
Sales Representative
Wagner Equipment Co.

Caterpillar Model: 420XE Backhoe Loader

STANDARD EQUIPMENT

BOOMS, STICKS, AND LINKAGES -BACKHOE -- 14'4" Center pivot backhoe -4.3 Meters -- Boom and swing transport locks -- Electro hydraulic operated backhoe -and stabilizer controls -- Street type stabilizer shoes -- Anti-drift hydraulics (boom, stick, -and E-stick) -- Cat Cushion Swing(tm) system -LOADER -- Single Tilt Loader -- Lift cylinder brace -- Self-leveling loader with single -lever control -- Return-to-dig -(automatic bucket positioner) -- Transmission neutralizer switch -- Bucket level indicator -

POWERTRAIN -- Water separator -- Thermal starting aid system -- Dry type axial seal air cleaner with -integral precleaner -- Automatic dust ejection system -- Filter condition indicator -- Hydraulically boosted multi-plate -wet disk brake with dual pedals & -interlock -- Differential lock -- Spring Applied Hydraulic Release -(SAHR) Drive-line parking brake -- Torque converter -- Neutral safety switch -- Spin-on filters for -Fuel -Engine oil -Transmission oil -- Outboard Planetary Rear Axles -- Diesel particulate filter -- Hydrostatic power steering -

HYDRAULICS -- Electro hydraulic hoe and loader -controls -- Load sensing, variable flow system -with 43 gpm (162 L/min) axial piston -pump -- 6 micron hydraulic filter -- Caterpillar XT-3 hose -- Hydraulic oil cooler -- Pilot control shutoff switch -- Flow-sharing hydraulic valves -- Hydraulic suction strainer -

ELECTRICAL -- 12 volt electrical start -- 150 ampere alternator -- Horn, front and rear -- Backup alarm -- Hazard flashers/turn

engine and -machine Electronic Control Modules -

OPERATOR ENVIRONMENT -- Interior rearview mirror -- ROPS canopy, Rear Fenders -- 2-inch (50mm) retractable seat belt -- Tilt steering column -- Steering knob -- Hand and foot throttle -- Automatic Engine Speed Control -- One Touch Low Idle -- Floor mat and Coat Strap -- Lockable storage area -- Air suspension seat -

FLUIDS -- Antifreeze - Extended Life Coolant --20F (-30C)

OTHER STANDARD EQUIPMENT -- Standard Storage Box -- Transport tie-down points -- Ground line fill fuel tank with -42.3 gal (160L) capacity & 5 gal (19L) -diesel exhaust fluid -- Rubber impact strips on radiator -guard -- CD-ROM Parts Manual -- Safety Manual -- Operations and Maintenance Manual -- Lockable hood -- Tire Valve Stem Protection

MACHINE SPECIFICATIONS

420 XE 07A BACKHOE LOADER CFG1
STICK, EXTENDABLE, 14FT
PT, 4WD/2WS AUTOSHIFT
ENGINE, 74.5KW, C3.6 DITA, T4F
HYD, MP, 6FCN/8BNK, EH, QC
LOADER, ST, PL, QUICK COUPLER
CAB, DELUXE
DISPLAY, TOUCH SCREEN
WORKLIGHTS (8) HALOGEN LAMPS
SEAT, DELUXE FABRIC
BELT, SEAT, 2" SUSPENSION
AIR CONDITIONER, T4F
PRODUCT LINK, CELLULAR, PLE643
TIRES, 12.5 80-18/21L-24, FS
COUNTERWEIGHT, 1015 LBS
STABILIZER PADS, FLIP-OVER
RIDE CONTROL
LINES, COMBINED AUX, E-STICK
RADIO, FM BLUETOOTH
COLD WEATHER PACKAGE, 120V
GUARD, STABILIZER
COUPLER, PG, MAN.D.LOCK, BHL
CARRIAGE, PALLET, 61", IT
FORK TINE, 2" X 5" X 54"
LINES,HYD CPLR 14FT EXT PILOT
BUCKET-GP, 1.31 YD3, IT
CUTTING EDGE, TWO PIECE,WIDE
BUCKET-ROCK, HD, 24", 7.0 FT3
INSTRUCTIONS, ANSI
SERIALIZED TECHNICAL MEDIA KIT
AUTO-UP STABILIZERS
BUCKET-HD, 12", 2.8 FT3

SELL PRICE $113,184.65

NAVAJO SALES TAX (6%)	$6,791.08
TOTAL	**$119,975.73**

WARRANTY & COVERAGE

Standard Warranty:	12 Months Unlimited Hours, Parts and Labor (Travel Time included for the first 6 months)
Extended Coverage:	420-60 MO/3000 HR POWERTRAIN + HYDRAULICS

F.O.B/TERMS:
Red Lakes Chapter

PAYMENT TERMS

Cash Invoice Terms

CASH WITH ORDER
$0.00

Office of Legislative Counsel
Phone: (928) 871-7166
Fax: (928) 871-7576



Hon. Seth Damon, Speaker
24th Navajo Nation Council
2019 - 2023

MEMORANDUM

To: Hon. Wilson C. Stewart, Jr., Member
Resources and Development Committee
24th Navajo Nation Council

From: Luralene D. Tapahe
Luralene D. Tapahe, Principal Advocate
Office of Legislative Counsel

Date: March 3, 2022

Subject: **AN ACT RELATING TO THE RESOURCES AND DEVELOPMENT, BUDGET AND FINANCE, AND NAABIK'ÍYÁTI' COMMITTEES, AND TO THE NAVAJO NATION COUNCIL; APPROVING $437,947 OUT OF THE SÍHASIN FUND TO PURCHASE A NEW MOTOR GRADER FOR SAWMILL CHAPTER AND TO PURCHASE A NEW BACKHOE FOR RED LAKE CHAPTER; APPROVING THE RELATED EXPENDITURE PLANS PURSUANT TO 12 N.N.C §2501 – §2508**

Per your request, the Office of Legislative Counsel has prepared the above-referenced proposed legislation and related summary sheet. Based on existing Navajo Nation law and other applicable laws, and upon review of all supporting documents regarding your request that were submitted to OLC, this legislation as drafted is legally sufficient. However, as with any action of government, this legislation may be subject to judicial review in the event of a legal challenge.

Please review this legislation to make sure it is drafted to your satisfaction, and that all necessary and appropriate supporting documents have been provided and all attached Exhibits are correct.

OLC has reviewed the appropriate standing committees' authorities to consider this legislation, based on the standing committees' powers and responsibilities set forth in Title 2 of the Navajo Nation Code. Based on its review, OLC has listed those committees in the title of this legislation. However, the Speaker may assign this legislation to any committee(s) other than those shown in the title, pursuant to his authority under 2 N.N.C. §164(A)(5).

If you find anything unacceptable, please let me know immediately and advise me of your desired changes. I can be reached at phone no. (928)871-**7166** or by email at: LuraleneTapahe@navajo-nsn.gov
Thank you for your cooperation.

THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW PUBLICATION

LEGISLATION NO: _0043-22__ SPONSOR: Wilson C. Stewart, Jr.

TITLE: An Act Relating to the Resources and Development, Budget and Finance, and Naabik'íyáti' Committees, and to the Navajo Nation Council; Approving $437,947 Out of the Síhasin Fund to Purchase a New Motor Grader for Sawmill Chapter and to Purchase a New Backhoe for Red Lake Chapter; Approving the Related Expenditure Plan Pursuant to 12 N.N.C. § 2501 – 2508

Date posted: __March 03, 2022 at 6:23PM

Digital comments may be e-mailed to comments@navajo-nsn.gov

Written comments may be mailed to:

Executive Director
Office of Legislative Services
P.O. Box 3390
Window Rock, AZ 86515
(928) 871-7586

Comments may be made in the form of chapter resolutions, letters, position papers, etc. Please include your name, position title, address for written comments; a valid e-mail address is required. Anonymous comments will not be included in the Legislation packet.

Please note: This digital copy is being provided for the benefit of the Navajo Nation chapters and public use. Any political use is prohibited. All written comments received become the property of the Navajo Nation and will be forwarded to the assigned Navajo Nation Council standing committee(s) and/or the Navajo Nation Council for review. Any tampering with public records are punishable by Navajo Nation law pursuant to 17 N.N.C. *§374 et. seq.*

THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW SUMMARY

LEGISLATION NO.: 0043-22

SPONSOR: Honorable Wilson C. Stewart, Jr.

TITLE: An Act Relating to the Resources and Development, Budget and Finance, and Naabik'íyáti' Committees, and to the Navajo Nation Council; Approving $437,947 Out of the Síhasin Fund to Purchase a New Motor Grader for Sawmill Chapter and to Purchase a New Backhoe for Red Lake Chapter; Approving the Related Expenditure Plan Pursuant to 12 N.N.C. § 2501 – 2508

Posted: March 03, 2022 at 6:23 PM

5 DAY Comment Period Ended: March 08, 2022

Digital Comments received:

Comments Supporting	**1) Jeron Mustach** **2) Loberta Mustach**
Comments Opposing	***None***
Comments/Recommendations	***None***

Legislative Tracking Secretary
Office of Legislative Services

March 09, 2022; 8:00 AM
Date/Time

Legislation 0043-22

Jeron Mastach <jmastach@gmail.com>

Fri 3/4/2022 6:07 PM

To:comments <comments@navajo-nsn.gov>;

Good afternoon,

I reviewed "Legislation 0043-22" and I support the proposal. As a Red Lake Chapter voter/resident in Navajo, NM, the community will surely benefit from this legislation especially during harsh weather conditions.

Thank You,
Jeron Mastach
WARNING: External email. Please verify sender before opening attachments or clicking on links.

0043-22

loberta Redhouse <ljredhouse@yahoo.com>

Fri 3/4/2022 6:07 PM

To:comments <comments@navajo-nsn.gov>;

I am in total support of this legislation to purchase a new backhoe for Red Lake Chapter, we are in dire need of a new one. The Chapter missed out in the first round of such requests for heavy equipment although everything was submitted by the Chapter and met all the requirements. Chapter only has one small backhoe and is outdated that it needs constant repairs and is unreliable. The Chapter has a Farm Board and many of the farmers are asking for assistance with backhoe and other farm equipment to clear their fields and work on canals. With the new equipment fields can be revitalized to grow and produce vegetables, hay, grain, what have you. Backhoe can also be used for burial assistance for our love ones and would make it less stressful for the grieving families. We are requesting approval of our request to obtain the Backhoe and would be very much appreciated. Thank you.

Loberta Redhouse, Secretary/Treasurer
Red Lake Chapter#18

Sent from Mail for Windows

WARNING: External email. Please verify sender before opening attachments or clicking on links.

RESOURCES AND DEVELOPMENT COMMITTEE
24th NAVAJO NATION COUNCIL

FOURTH YEAR 2022

COMMITTEE REPORT

Mr. Speaker,

The **RESOURCES AND DEVELOPMENT COMMITTEE** to whom has been assigned:

> **LEGISLATION #0043-22:** AN ACT RELATING TO THE RESOURCES AND DEVELOPMENT, BUDGET AND FINANCE, AND NAABIK'ÍYÁTI' COMMITTEES, AND TO THE NAVAJO NATION COUNCIL; APPROVING $437,947 OUT OF THE SÍHASIN FUND TO PURCHASE A NEW MOTOR GRADER FOR SAWMILL CHAPTER AND TO PURCHASE A NEW BACKHOE FOR RED LAKE CHAPTER; APPROVING THE RELATED EXPENDITURE PLAN PURSUANT TO 12 N.N.C. § 2501 – 2508. *Sponsor: Honorable Wilson C. Stewart, Jr.*

Has had it under consideration and reports a **DO PASS** with no amendments.

And thereafter the legislation was referred to the Budget and Finance Committee.

Respectfully submitted,

Rickie Nez, *Chairperson*
Resources and Development Committee of
the 24th Navajo Nation Council

Date: March 9, 2022 – Regular Meeting (Teleconference)
Location: Resources and Development Committee also called in via teleconference from their location within the boundary of the Navajo Nation.

Main Motion:

M: Kee Allen Begay, Jr. **S:** Thomas Walker, Jr. **V:** 5-0-1 (CNV)
In Favor: Thomas Walker, Jr.; Kee Allen Begay, Jr.; Herman M. Daniels; Mark A. Freeland; Wilson C. Stewart, Jr.
Opposition: None
Excuse: None
Not Voting: Rickie Nez, *Chairperson*

(NOTE: VOTE TALLY attached hereto)

RESOURCES AND DEVELOPMENT COMMITTEE
24th NAVAJO NATION COUNCIL

FOURTH YEAR 2022

ROLL CALL
VOTE TALLY SHEET

LEGISLATION #0043-22: AN ACT RELATING TO THE RESOURCES AND DEVELOPMENT, BUDGET AND FINANCE, AND NAABIK'ÍYÁTI' COMMITTEES, AND TO THE NAVAJO NATION COUNCIL; APPROVING $437,947 OUT OF THE SÍHASIN FUND TO PURCHASE A NEW MOTOR GRADER FOR SAWMILL CHAPTER AND TO PURCHASE A NEW BACKHOE FOR RED LAKE CHAPTER; APPROVING THE RELATED EXPENDITURE PLAN PURSUANT TO 12 N.N.C. § 2501 – 2508. *Sponsor: Honorable Wilson C. Stewart, Jr.*

Date: March 9, 2022 – Regular Meeting (Teleconference)
Location: Resources and Development Committee also called in via teleconference from their location within the boundary of the Navajo Nation.

Main Motion:

M: Kee Allen Begay, Jr. **S:** Thomas Walker, Jr. **V:** 5-0-1 (CNV)
In Favor: Thomas Walker, Jr.; Kee Allen Begay, Jr.; Herman M. Daniels; Mark A. Freeland; Wilson C. Stewart, Jr.
Opposition: None
Excuse: None
Not Voting: Rickie Nez, *Chairperson*

Honorable Rickie, *Chairperson*
Resources and Development Committee

Rodney L. Pahe

Rodney L. Pahe, *Legislative Advisor*
Office of Legislative Services