

Resolution No. 04-2005-74

**RESOLUTION OF THE
WHITE MOUNTAIN APACHE TRIBE OF THE
FORT APACHE INDIAN RESERVATION**

(To address property damage claim by tribal member Roberta Leslie)

WHEREAS, tribal member Roberta Leslie has appeared before the Tribal Council again to inform them of her property damage; and

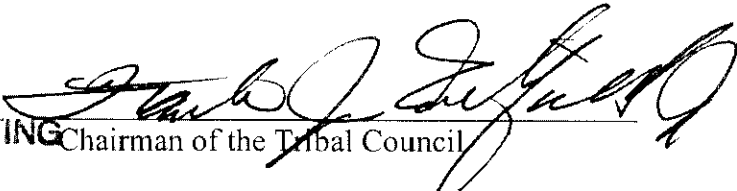
WHEREAS, Ms. Leslie referenced continuing problems at her residence with trees, the storm water runoff, the mosquitoes and her damaged fence; and


WHEREAS, Ms. Leslie stated that no assistance is forthcoming and that a resolution is needed to address these problems.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby directs Doreen Gatewood, Director of Planning & Resources Conservation, to oversee this matter.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby directs that a meeting between ADOT, Hon-Dah and BIA be scheduled to resolve Ms. Leslie's concerns.

The foregoing resolution was on April 6, 2005, duly adopted by a vote of SEVEN for and ZERO against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article IV, Section 1 (a), (s), (t) and (u) of the Constitution of the Tribe, ratified by the Tribe September 30, 1993, and approved by the Secretary of the Interior on November 12, 1993, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).


ACTING Chairman of the Tribal Council


Secretary of the Tribal Council

Date: July 22, 2004
Reply to: Environmental Quality Services
To: Roberta Leslie
Subj: Property Damage

Per your report of damage on your property from dead and dying trees and flooding, I visited the site on July 8, 2004. There are several dead and dying trees located on and near your property. Some of the dead trees have fallen and damaged the fence on the southeast corner of the lot. The damage could be a result of several things apparent at or near your property.

FINDINGS

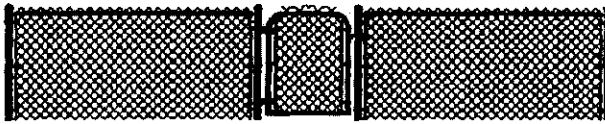
1. The lift station near the west end of the Hondah parking lot is leaking; whether, this is a backflow or just a faulty connection I did not pinpoint the source of the leak. The leak is a continuous flow that is channeled onto your property. The channel ends near the boundary of your fence. At this point, the flows from the channel turn into sheet flows that in turn create a standing pond. Based on my conversation with one of the Foresters, this standing pond causes over-saturation of the trees thereby drowning the trees.
2. The stormwater runoff from the parking lot follows the same channeled onto your property. This is probably removing residual petroleum off of the parking lot; although, no oil sheen is evident immediately off the parking lot or near your property. In the wintertime, de-icing salt may also be washed into the channels. This flow would also turn into sheet flows because it follows the same drainage.
3. Bug and beetle infestations may also have contributed to the dead and dying trees. The BIA Forestry would not address removal of these trees unless Fort Apache Timber Company (FATCO) had requested to remove the trees for its commercial uses. To date, FATCO has not planned any projects for this location.

RECOMMENDATION:

1. The apparent problem is over-saturation of the trees near and on your property. This over-saturation is from two sources as stated above. Whether the decision to channel the flows onto your property is for safety or other reasons stated by the Arizona Department of Transportation (ADOT) needs to be founded. If there are no objections, the channel might be reworked to follow the right-of-way and diverting the flows away from your property. I placed a call to ADOT and spoke with their Engineer, someone from the Environmental Section is supposed to return my call, but I do not believe I have received any calls to date.
2. The source of the leak from the lift station needs to be located and repaired. This

is a continuous leak and would contribute the most to the over-saturation problem. The salt washes are intermittent occurring only during increased precipitation. Based on my conversation with Environmental Planning, John Bereman, Engineer is looking into this with the Tribal Utility Office.

3. Removal of dead and dying trees would have to be coordinated with FATCO.



STIRLING FENCE, INC.
LAKESIDE, AZ 85929

5901 WAGON WHEEL LANE
(928) 537-1800

PROPOSAL/CONTRACT

02/21/2005

Customer Information:

ROBERTA LESLIE
P O BOX 1378
WHITERIVER, AZ 85941

Job Information:

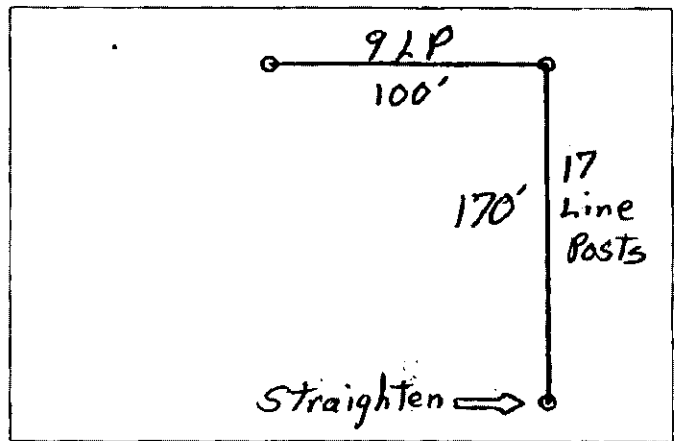
369 0018, FAX 338 1944

Notes:

REMOVAL AND REPLACEMENT OF 270' OF 6' CHAIN LINK FENCE DAMAGED BY FALLEN TREES.

MATERIAL LIST INCLUDED WITH PROPOSAL.

PROPOSAL INCLUDES MATERIALS AND INSTALLATION.



STIRLING FENCE, INC. agrees to guarantee above fence to be free from defects in materials and workmanship for one year.

STIRLING FENCE, INC. shall advise the customer as to local zoning regulations but responsibility for complying with said regulations and obtaining any required permits shall rest with the customer. STIRLING FENCE, INC. will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does STIRLING FENCE, INC. assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed.

STIRLING FENCE, INC. will assume the responsibility for having underground public utilities located and marked. However, STIRLING FENCE, INC. assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects. The customer will assume all liability for any damage caused by directing STIRLING FENCE, INC. to dig in the immediate vicinity of known utilities.

The final billing will be based on the actual footage of fencing built and the work performed. Partial billing for materials delivered to the job

site and work completed may be sent at weekly intervals. Adjustments for material used on this job and adjustments for labor will be charged or credited at the currently established rates. Additional charges for any extra work not covered in this contract that was requested by the customer will also be added. The full amount of this contract along with any additional charges will become payable upon completion of all work whether or not it has been invoiced.

A finance charge of 1 1/2% per month (or a minimum of \$1.00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 10 days after completion of any work invoiced. All materials will remain the property of STIRLING FENCE, INC. until all invoices pertaining to this job are paid in full. Right of access and removal is granted to STIRLING FENCE, INC. in the event of non-payment under the terms of this contract. The customer agrees to pay all interest and any costs incurred in the collection of this debt.

Approved & Accepted for Customer:

Contract Amount: \$ 3153.00

Down Payment: \$

Balance Due: \$

Customer _____ Date _____

Accepted for STIRLING FENCE, INC.:

Roger S. Coaley Salesperson _____ 02/21/05 Date